College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, January 14, 2016 | **7:00 PM** | **City Hall Council Chambers**

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

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

Consent Agenda

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

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

2a. 15-0750

Presentation, possible action, and discussion of minutes for:
- December 10, 2015 Workshop
- December 10, 2015 Regular Meeting

Sponsors: Mashburn

Attachments: WKSHP121015 DRAFT Minutes
RM121015 DRAFT Minutes

2b. 14-498

Presentation, possible action, and discussion regarding a participation agreement with Creek Meadows Partners to increase the capacity of the Creek Meadows Sewage Lift Station to serve the recently annexed Wellborn area, with a total City participation of $212,587.

Sponsors: Coleman

Attachments: Participation Agreement.pdf

Contractors Insurance.pdf

2c. 15-0749 Presentation, possible action, and discussion on purchase and maintenance contract approval for Emergency Medical Service Automatic Patient CPR Devices from Physio Control the sole-source provider for Lucus Chest Compression Systems for $109,661.24 and the annual maintenance contract for $9,422.50 yearly fee.

Sponsors: Hurt

Attachments: Physio Control.pdf

2d. 15-0755 Presentation, possible action, and discussion on the first of two readings of a franchise agreement with Brazos Valley Trash Valet & Recycling; for the collection of recyclables from commercial businesses and multi-family locations.

Sponsors: Harmon

Attachments: BVTVR Franchise Agreement 12-28-15

2e. 15-0756 Presentation, possible action, and discussion on a resolution approving a Texas Commission on Environmental Quality (TCEQ) and Brazos Valley Council of Governments Solid Waste Grant Application (BVCOG) in the amount of $9,500.

Sponsors: Harmon

Attachments: FY16 CS Resolution.docx

FY16 Grant Application.docx

FY 16 Certification-of-Compliance-with-State-Laws.pdf

2f. 15-0757 Presentation, possible action, and discussion regarding a contract change order (Contract No. 15-157) with Iteris, Inc. for a modification to the equipment type and/or quantity identified in the original contract for the implementation of the first phase of the ITS Master Plan. Additionally, the increase in cost documents the purchase of servers for video storage. The total increase in cost of this of this change order is $37,376.00, and the City will be reimbursed by TAMUS for the purchase of the video storage servers.

Sponsors: Harmon

2g. 15-0758 Presentation, possible action, and discussion on a professional services contract (Contract No. 16300174) with Jones & Carter, Inc. in the amount of $60,000 for the Preliminary Engineering Report (PER) for the Royder Road Expansion Project.

Sponsors: Harmon

Attachments: Royder Road Overview - 20151207.pdf

2h. 15-0760 Presentation, possible action, and discussion regarding a semi-annual price agreement for Type D Hot Mix Asphalt for street maintenance not to exceed $960,000 ($64.00 per ton) with Knife River .

Sponsors: Harmon

Attachments: Renewal Acceptance 1.10.16 to 7.9.16.pdf

2i. 15-0762 Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Shermco Industries, Inc., in the amount of $290,957.66 for the Annual Electric Substation Maintenance Labor Contract #16300148, which includes $242,464.66 in scheduled work and potential additional/miscellaneous repairs as specified in the bid, and an additional 20% not to exceed cost of $48,492.93 as a contingency for unforeseen emergency work.

Sponsors: Crabb

Attachments: Tabulation (002).pdf

2j. 15-0763 Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Seacor Painting, Inc. in the amount of $161,600 for the purposes of painting 4 electric substations.

Sponsors: Crabb

Attachments: Tabulation.pdf

2k. 15-0765 Presentation, possible action, and discussion regarding an amendment to an agreement, dated April, 2013, to provide that the Texas A&M System through the University's Utilities & Energy Services Department or its successor, will provide electric power to the Property instead of the City of College Station.

Sponsors: Crabb

Attachments: Amd to Agreement.pdf

2l. 15-0770 Presentation, possible action, and discussion regarding an animal and rabies control services Interlocal Agreement with Texas A&M University.

Sponsors: McCollum

Attachments: TAMU Animal Control Services ILA.pdf

2m. 15-0772 Presentation, possible action, and discussion regarding an Interlocal Agreement between the City of College Station and The

Rocky Creek Volunteer Fire Department providing for the sale of one (1) 2009 Dodge 3500 Chassis by College Station to the Rocky Creek Volunteer Fire Department for the total amount of $4,000.

Sponsors: Kersten

Attachments: ILA - The Rocky Creek Volunteer Fire Departments.pdf

2n. 15-0773 Presentation, possible action, and discussion regarding an Interlocal Agreement for cooperative purchasing activities between the City of College Station and The City of New Braunfels.

Sponsors: Kersten

Attachments: 16300146 - COCS and City of New Braunfels ILA 01.14.16.pdf

2o. 15-0774 Presentation, possible action, and discussion regarding an Interlocal Agreement for cooperative purchasing activities between the City of College Station and The City of Brenham.

Sponsors: Kersten

Attachments: ILA with City of Brenham.pdf

2p. 15-0780 Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Lynn Chaffin, an Independent Contractor in the amount not to exceed $290,400 for the purposes of providing Project Management services for the replacement of the City's current CAD/RMS system. Contract is for 24 months.

Sponsors: Roper

Attachments: CAD-RMS Agreement.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. 15-0781 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-4 Multi-Family to MF Multi-Family for approximately 1.116 acres being Lots 13-16, Block 1 of the Cooner Addition, generally located at 301, 303, 305 & 307 Cooner Street, more generally located north of Cooner Street between Eisenhower Street and Nimitz Street.

Sponsors: Walker

Attachments: Background Information

Aerial and Small Area Map (SAM)

Ordinance

2. 15-0782 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 2 acres being situated in the Samuel Davidson League, Abstract No. 13, Brazos County, Texas. Said tract being a portion of the remainder of a called 33.70 acre tract described as third tract by a deed to Keren Eidson recorded in Volume 300, Page 609 of the deed records of Brazos County, Texas, generally located between Wellborn Road (FM 2154) and Royder Road, near Greens Prairie Road West.

Sponsors: Bullock

Attachments: Background Information

Aerial and Small Area Map (SAM)

Ordinance

3. 15-0761 Presentation, possible action, and discussion regarding approval of a resolution for Parks and Recreation Department User Fees for facilities and programs for FY 2015-16.

Sponsors: Schmitz

Attachments: FY2016 GENERAL FUND FEES DRAFT 2.docx
FY2016 REC FUND FEES DRAFT 2.doc
Parks User fees Resolution.docx

4. Adjourn.

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

APPROVED

Charles R. Sih

City Manager

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on January 8, 2015 at 5:00 p.m.

Shirley Mashburn

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.

College Station, TX

City Hall
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College Station, TX 77840

Legislation Details (With Text)

File #:	15-0750	**Version:**	1	**Name:**	Minutes
Type:	Minutes			**Status:**	Consent Agenda
File created:	12/11/2015			**In control:**	City Council Regular
On agenda:	1/14/2016			**Final action:**	
Title:	Presentation, possible action, and discussion of minutes for: · December 10, 2015 Workshop · December 10, 2015 Regular Meeting				
Sponsors:	Sherry Mashburn				
Indexes:					
Code sections:					
Attachments:	WKSHP121015 DRAFT Minutes RM121015 DRAFT Minutes				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion of minutes for:

- December 10, 2015 Workshop
- December 10, 2015 Regular Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

- December 10, 2015 Workshop
- December 10, 2015 Regular Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
DECEMBER 10, 2015

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

TAMU Student Liaison

Wayne Beckermann, VP/Municipal Affairs

City Staff:

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

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Berry at 3:33 p.m. on Thursday, December 10, 2015 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Employee Recognition, Recognition of Employee of the Year nominees and Reception.

The following employees were recognized for service:

20 Years of Service

Earnest Arbuckle	Adrienne Bishop	Steve Brock
Cecilia Browder	Angela Daugherty	Julia Franz
Daniel Garcia	Hector Garcia	Karl Goldapp
Daniel Graalum	Michael Gutowski	Christopher Kelly
Howard Lapham	Arthur Lara	Dean Mushinski
Rhonda Seaton	Tammie Williams	

25 Years of Service

Bridgette George	Paul Gunnels	Curtis Hays
Gregory Janda	Walter Jones	John Leeth
Brenda Martz	Lance Norwood	Rodney Sigler
Marshall Wallace	Gary Watson	

30 Years of Service

David Clarida	Jeffrey Kuykendall	Scott McCollum
Jesse Quintero	Stephen Smith	

35 Years of Service

Tony Michalsky	Jon Mies

Nominees for Employee of the Year were:

Jon Blalock	Chris Ford	Bridgette George
Jennifer Kingsbury	Kelli Nesbitt	Traci Perez
Brian Piscacek	Carol Rodriguez	

The Employee of the Year is Bridgette George, development Coordinator, Planning and Development Department.

A small reception followed.

3. <u>Executive Session</u>

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.074-Personnel, and §551.086-Competitive Matters, the College Station City Council convened into Executive Session at 4:08 p.m. on Thursday, December 10, 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. Consultation with Attorney to seek legal advice; to wit:

- Legal advice regarding an agreement between the City of College Station and Kalon Biotheraputics
- Legal advice concerning Power Supply

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

- City Secretary
- City Manager

D. Deliberation on a competitive matter as defined in Gov't Code Section 552.133; to wit:
- Power Supply

The Executive Session adjourned at 6:13 p.m.

4. <u>Take action, if any, on Executive Session.</u>

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, with Councilmember Benham absent from the dais, to approve an amendment to the June 24, 2014 Economic Development Agreement between the City of College Station and Kalon Biotheraputics, contingent on the City of Bryan's approval of the same, to extend the Completion of Construction of the Improvements from December 31, 2015 to December 31, 2016, and to authorize the City Manager to execute such amendment on behalf of the City. The motion carried unanimously.

5. <u>Presentation, possible action, and discussion on items listed on the consent agenda.</u>

This item was discussed after Workshop item #7.

(2k): Jeff Kersten, Assistant City Manager, clarified the lease agreement will be extended one year with an additional one-year option.

(2m): Ben Roper, IT Director, noted the vendor has done more than ten installations, and they have always been on time and on budget. Payments will not be made until after everything has been completed.

(2n): Jeff Kersten, Assistant City Manager, clarified that this item says we will be issuing debt later in the year for the portion needed for those transportation projects added to the 2016 budget.

(2p): Donald Harmon, Director of Public Works, said these have been planned for some time and came through an ADA request.

(2t): Sherry Mashburn, City Secretary, stated that a Retreat date needs to be added to the Council Calendar. There was Council consensus to set February 15 as the date, with February 16, if needed.

6. <u>Presentation, possible action, and discussion regarding the conceptual design for the Ringer Library project.</u>

Emily Fisher, Assistant Director of Public Works/Capital Projects, introduced the representatives from Komatsu Architecture.

Representatives from Komatsu Architecture presented the conceptual site plan, floor plan, and the exterior elevation of the proposed expansion to the Larry J. Ringer Library. The concept plan was presented to the Library Advisory Board and at a public meeting on September 2.

7. Presentation, possible action, and discussion concerning the City Internal Auditor's Street Maintenance Audit.

Ty Elliott, Internal Auditor, reported there are six recommendations from the Street Maintenance Audit; 1) re-institute skill-based pay for specific positions; 2) reassess how pavement condition analysis is conducted; 3) increase focus on preventative maintenance; 4) raise standards for street construction; 5) construct minor collectors and above in concrete; and 6) create a dedicated fund for street maintenance.

8. Council Calendar

Council reviewed the calendar.

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

There were no future agenda items.

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

Mayor Berry reported on the COG and the Christmas Parade.

Councilmember Brick reported on TML Region 10 and Christmas in the Park.

Councilmember Nichols reported on the Community Leaders Forum.

11. <u>Adjournment</u>

There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 7:20 p.m. on Thursday, December 10, 2015.

_____
Nancy Berry, Mayor

ATTEST:

_____
Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
DECEMBER 10, 2015

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

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

TAMU Student Liaison

Wayne Beckermann, VP/Municipal Affairs

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 7:31 p.m. on Thursday, December 10, 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.

Presentation by CALEA Accreditation Program Manager, Randy Scott recognizing the City of College Station Police Department for re-accreditation in both Law Enforcement and Communications programs. During this assessment, the Department was also awarded Accreditation with Excellence in both programs.

Randy Scott, CALEA Accreditation Program Manager, recognized the College Station Police Department for its re-accreditation and presented Chief McCollum with a framed certificate for attaining the Gold Standard and Excellence in both programs.

Hear Visitors Comments

Ben Roper, 5449 Prairie Dawn Ct., came before Council to honor the service and sacrifice of Spec. Joseph Carl Norquist.

CONSENT AGENDA

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

- **November 23, 2015 Workshop**
- **November 23, 2015 Regular Meeting**

2b. Presentation, possible action, and discussion regarding a participation agreement with Oldham Goodwin Group, LLC to increase the capacity of the Creek Meadows Sewage Lift Station to serve the recently annexed Wellborn area. The Agreement includes three phases of improvements, with a total City participation of $216,350.

2c. Presentation, possible action, and discussion on an agreement with TASER International to purchase Tasers, holsters, cartridges, battery packs, Taser Assurance Plans, and assorted Taser equipment for $128,842.23 .

2d. Presentation, possible action, and discussion on the Remotec, Inc. service agreement for a system upgrade for the Police Department's bomb robot for $87,482.

2e. Presentation, possible action, and discussion on the purchase of five (5) Police motorcycles from Independence Harley Davidson (College Station, TX) for the amount of $98,325 plus an additional one year extended warranty for $4,835 and the trade in of five (5) existing 2010 Harley Davidson Road King motorcycles for $40,000.

2f. Presentation, possible action, and discussion on approving the Affordable Care Act mandated Transitional Reinsurance Fee due on January 15, 2016. The amount for this expenditures is $62,832.

2g. Presentation, possible action, and discussion on approving projected January 1, 2016 through December 31, 2016 employee benefit expenditures and employee benefit provider agreement renewals for $9,099,007 and presentation, possible action, and discussion on approving Resolution 12-10-15-2g, authorizing the City Manager to execute and approve all required contracts and subsequent expenditures related to employee benefits agreements, and presentation, possible action, and discussion on rejecting RFP 16-017 for stop loss reinsurance.

2h. Presentation, possible action, and discussion regarding award of contract #16300090 with MK Painting, Inc. to recoat the interior of the Park Place Water Tower, at a total cost of $305,000.

2i. Presentation, possible action, and discussion regarding Contract 14-408 with Pipe Works Constructors on approving Change Order #1 deleting Carters Creek Blowers 4&5 for a reduction of $336,324.35.

2j. Presentation, possible action, and discussion of the General Services Agreement Renewal with Emergicon providing ambulance billing, accounts receivable and delinquent account collection services not exceed $120,000. This is the second renewal of four possible renewals.

2k. Presentation, possible action, and discussion regarding an amendment to the Building Use Agreement between the City of College Station and the Arts Council of Brazos located at 2275 Dartmouth Drive.

2l. Presentation, possible action, and discussion regarding a Payment Processing Inc. (PPI) Service Contract Renewal for Electronic Credit Card Processing and Merchant Account Services with estimated banking fees and services charges not to exceed $750,000 annually.

2m. Presentation, possible action, and discussion on a contract between the City of College Station and Housley Communications for installation of fiber optic cable in the amount of $ 96,027.80.

2n. Presentation, possible action, and discussion regarding approval of Resolution 12-10-15-2n, declaring intention to reimburse certain expenditures with proceeds from debt for new transportation projects that were included in the FY16 Capital Improvements Program Budget.

2o. Presentation, possible action, and discussion regarding the approval of four Master Agreements for Real Estate Appraisal Services: Atrium Real Estate Services (Contract No. 16300131); CBRE, Inc. (Contract No. 16300132); Integra Realty Resources - Austin (Contract No. 16300133); S.T. Lovett & Associates (Contract No. 16300134). Approval of these agreements will authorize the City Manager or his delegate to approve Service Orders for each project within the terms of each Master Agreement. Each agreement will have a not to exceed amount of $30,000 and the option to renew the contract for up to two (2) additional one (1) year terms (total of three (3) years).

2p. Presentation, possible action, and discussion regarding the approval of a construction contract (No. 16300081) with Palomares Construction, Inc., in the amount of $141,456 for the construction of sidewalk improvements along Guadalupe Drive.

2q. Presentation, possible action, and discussion regarding the approval of a professional services contract (No.16300143) with Kimley-Horn and Associates, Inc., in the amount of $469,600 for detailed design and construction phase services for the Eastgate Rehabilitation Phase IV Project and approval of Resolution 12-10-15-2q, declaring intention to reimburse certain expenditures with proceeds from debt.

2r. Presentation, possible action, and discussion on Ordinance 2015-3721, amending Chapter 10 “Traffic Code”, Section 4 "Administrative Adjudication of Parking Violations", Subsection G “Two-Hour Parking”, (3) twenty-four (24) hours a day, seven (7) days a week", establishing two-hour parking on the northwest side of Church Avenue beginning 40 feet southwest of First Street and ending 95 feet northeast of Wellborn Road North.

2s. Presentation, possible action, and discussion on Ordinance 2015-3722, amending Chapter 4 "Business Regulations" of the Code of Ordinances by adding Section 23 "Transportation Network Companies".

2t. Presentation, possible action, and discussion regarding adoption of the 2016 Annual Council Calendar.

2u. Presentation, possible action, and discussion of Resolution 12-10-15-2u, formalizing the position of Student Liaison to the City Council; and declaring an effective date.

Item 2b was pulled and was not considered.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Agenda, less item 2b. The motion carried unanimously.

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion approving Ordinance 2015-3723, vacating and abandoning two public utility easements located at 600 First Street: a 10-foot wide, 0.05 acre public utility easement recorded in Volume 474, Page 383 of the Deed Records of Brazos County, Texas and a 10-foot wide, 0.06 acre public utility easement recorded in Volume 474, Page 383 of the Deed Records of Brazos County, Texas.

Items 1, 2, 3, 4, 5, and 6 followed items 7, 8, and 9.

Alan Gibbs, City Engineer, said this is a housekeeping item. The easement abandonments accommodate future development of the property in accordance with the proposed multi-family development site plan. The City has received a temporary blanket easement for the entire site which will continue to provide sufficient access to public and private utilities until infrastructure is removed and relocated at the owners' expense and a new public utility easement is granted with the future site development if needed.

At approximately 10:21 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 10:21 p.m.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Aldrich, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2015-3723, vacating and abandoning two public utility easements located at 600 First Street: a 10-foot wide, 0.05 acre public utility easement recorded in Volume 474, Page 383 of the Deed Records of Brazos County, Texas and a 10-foot wide, 0.06 acre public utility easement recorded in Volume 474, Page 383 of the Deed Records of Brazos County, Texas. The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3724, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official

Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from PDD Planned Development District to PDD Planned Development District to amend the concept plan and the proposed uses for approximately 4.56 acres being Lot 1 Block 11 of the Barron Crossing Subdivision, generally located at 410 William D. Fitch Parkway, more generally located south of William D. Fitch Parkway between Barron Road and Victoria Avenue.

Mark Bombek, Planning and Development, stated this request is to rezone the subject property from Planned Development District to Planned Development District to amend the concept plan and proposed uses.

The Planning and Zoning Commission considered this item at their December 3 meeting and voted unanimously to recommended approval. Staff also recommends approval of the rezoning request.

Crissy Hartl, 3204 Earl Ruder Frwy, applicant, provided a brief overview of the proposed use.

At approximately 10:30 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 10:30 p.m.

MOTION: Upon a motion made by Councilmember Aldrich and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2015-3724, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from PDD Planned Development District to PDD Planned Development District to amend the concept plan and the proposed uses for approximately 4.56 acres being Lot 1 Block 11 of the Barron Crossing Subdivision, generally located at 410 William D. Fitch Parkway, more generally located south of William D. Fitch Parkway between Barron Road and Victoria Avenue. The motion carried unanimously.

3. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3725, 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 CI Commercial Industrial to GC General Commercial for approximately 0.964 acres being Lot 3, Block 19 of the Ponderosa Place Subdivision Phase 1, generally located at 3702 State Highway 6 South, more generally located west of State Highway 6 South and between Ponderosa Drive and Pinon Drive.

Mark Bombek, Planning and Development, stated this request is to rezone the subject property from Commercial Industrial to General Commercial.

The Planning and Zoning Commission considered this item at their November 19, 2015 meeting and voted 5-0 to recommended approval. Staff also recommends approval.

At approximately 10:33 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 10:33 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2015-3725, 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 CI Commercial Industrial to GC General Commercial for approximately 0.964 acres being Lot 3, Block 19 of the Ponderosa Place Subdivision Phase 1, generally located at 3702 State Highway 6 South, more generally located west of State Highway 6 South and between Ponderosa Drive and Pinon Drive. The motion carried unanimously.

4. Public Hearing, presentation, possible action, and discussion on Ordinance 2015-3726, amending Chapter 3, "Building Regulations" of the Code of Ordinances of the City of College Station, Texas, adopting the 2015 International Building Code, the 2014 National Electrical Code (NEC), and related amendments.

Brian Binford, Planning and Development, stated this ordinance adopts the latest edition of the International Codes (I-Codes) for use in College Station. The City of College Station currently uses the 2012 edition of the I-Codes and the 2011 edition of the National Electric Code (NEC). The International Code Council and National Fire Protection Association issues updated codes every three years. The changes included in the latest codes help clarify intent, improve energy efficiency, and strengthen requirements designed to safeguard the public health, safety, and general welfare.

The Construction Board of Adjustment and Appeals reviewed the International codes at a series of public meetings during September and October and recommended approval of the codes and related amendments. Staff also recommends approval.

At approximately 10:38 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 10:38 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2015-3726, amending Chapter 3, "Building Regulations" of the Code of Ordinances of the City of College Station, Texas, adopting the 2015 International Building Code, the 2014 National Electrical Code (NEC), and related amendments. The motion carried unanimously.

5. Public Hearing, presentation, possible action, and discussion on Ordinance 2015-3727, amending Chapter 6, "Fire Protection", of the Code of Ordinances of the City of College Station, Texas, adopting the 2015 International Fire Code, the 2015 NFPA Life Safety Code, and related amendments.

Eric Dotson, Planning and Development, stated this ordinance adopts the latest edition of the International Fire Code and the Life Safety Code for use in College Station. The changes included in the latest codes help clarify intent and strengthen requirements designed to safeguard the public health, safety, and general welfare.

The Construction Board of Adjustment and Appeals considered the aforementioned codes at a public meeting in October and recommended approval of the codes. Staff also recommends approval.

At approximately 10:39 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 10:39 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2015-3727, amending Chapter 6, "Fire Protection", of the Code of Ordinances of the City of College Station, Texas, adopting the 2015 International Fire Code, the 2015 NFPA Life Safety Code, and related amendments. The motion carried unanimously.

6. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3728, amending Chapter 12, "Unified Development Ordinance," Article 8 "Subdivision Design and Improvements," Section 8.8 "Requirements for Park Land Dedication," Appendix I "Park Land Dedication and Development Fees" of the Code of Ordinances of the City of College Station, Texas, regarding multi-family parkland dedication.

Jennifer Prochazka, Planning and Development, reported that the Planning & Zoning Commission and Parks and Recreation Board met in October in a joint workshop and directed staff to move forward with a potential ordinance amendment that would remove ordinance bias toward multi-bedroom dwelling units. The current parkland dedication requirement is based on several assumptions including a desired level of service, the average cost to purchase and develop parkland, and the average persons per household (2.38 persons), as determined by the 2010 Census. Currently, parkland dedication fees are assessed based on the number of dwelling units in a multi-family project, regardless of the total number of bedrooms. With a "by-the-dwelling-unit" assessment, all multi-family units have the same parkland dedication requirement. Multi-family developers constructing units that have fewer bedrooms than the Census average pay more per bedroom than the multi-family developers that construct units that have more bedrooms than the Census average. Since the current fees were established assuming an average of 2.38 persons per household (Census Bureau), the amendment assumes that the previous "per dwelling unit" requirement can be divided by 2.38 resulting in a "per person" or "per bedroom" fee for multi-family projects. Both land dedication and fee-in-lieu of land dedication requirements are proposed to be amended.

The Planning & Zoning Commission considered this item at their November 19 meeting and recommended approval. Staff also recommends approval of the amendment.

At approximately 10:44 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 10:44 p.m.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2015-3728, amending Chapter 12, "Unified Development Ordinance," Article 8 "Subdivision Design and Improvements," Section 8.8 "Requirements for Park Land Dedication," Appendix I "Park

Land Dedication and Development Fees" of the Code of Ordinances of the City of College Station, Texas, regarding multi-family parkland dedication. The motion carried unanimously.

7. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3729, amending the College Station Comprehensive Plan by Amending Chapter 6 "Transportation" and certain maps within the "Bicycle, Pedestrian, and Greenways Master Plan" updating and streamlining information relating to transportation.

Items 7, 8, and 9 were taken together and before item 1.

Alan Gibbs, City Engineer, introduced Jeff Whitaker, with Kimley-Horn Associates, who then updated the Council on the work they have been doing on the Thoroughfare portion of the Comprehensive Plan. The updates to Chapter 6 Transportation include: Updating Thoroughfare Plan and Context Zones; Amending Complete Streets and Context Sensitive Solutions Process; Updating Context-Sensitive Cross-Sections; Updates to Chapter 6 Transportation Maps: Volumes, Level of Service and Programmed Projects.
The update to the Bicycle, Pedestrian, and Greenways Master Plan include amending Maps 5.4 and 5.5.

The Planning and Zoning Commission considered this item at their November 5meeting and voted 4-0 to recommend approval of the Comprehensive Plan Amendment with the condition that the proposed Luther Street thoroughfare extension from Harvey Mitchell Parkway to Dowling Road not be included. The Bicycle, Pedestrian and Greenways Advisory Board considered this item at their October 5 meeting and voted 4-0 to recommend approval of the amendment. Staff recommends approval with the condition that the proposed Luther Street thoroughfare extension from Harvey Mitchell Parkway to Doweling Road not be included.

At approximately 8:13 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:13 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Schultz, the City Council voted six (6) for and one (1) opposed, with Councilmember Aldrich voting against, to adopt Ordinance 2015-3729, amending the College Station Comprehensive Plan by Amending Chapter 6 "Transportation" and certain maps within the "Bicycle, Pedestrian, and Greenways Master Plan" updating and streamlining information relating to transportation, including the Luther extension as originally proposed. The motion carried.

8. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3730, amending the College Station Comprehensive Plan by amending text in Chapter 2 "Community Character," Chapter 3 "Neighborhood Integrity," Chapter 4 "Economic Development," Chapter 5 "Parks, Greenways, and the Arts," and Chapter 7 "Municipal Services and Community Facilities," addressing certain updates and housekeeping items based on recommendations in the Comprehensive Plan Five-Year Evaluation and Appraisal Report completed in 2014.

Jennifer Prochazka, Planning and Development, reported that the Comprehensive Plan Five-Year Evaluation and Appraisal Report (2014) considered changing conditions and recommended

appropriate modifications to the Plan. The resulting Report included recommendations for text amendments to the Chapters of the Comprehensive Plan. The Five-Year Evaluation & Appraisal Report included public outreach by way of an on-line survey, a public open house meeting, focus group meetings, and a public review of the draft Report. The Five-Year Evaluation & Appraisal Report included a number of text amendments, as recommended by the joint subcommittee.

The Planning & Zoning Commission considered this item at their November 19meeting and recommended approval of the proposed text amendments.

At approximately 8:20 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:20 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2015-3730, amending the College Station Comprehensive Plan by amending text in Chapter 2 "Community Character," Chapter 3 "Neighborhood Integrity," Chapter 4 "Economic Development," Chapter 5 "Parks, Greenways, and the Arts," and Chapter 7 "Municipal Services and Community Facilities," addressing certain updates and housekeeping items based on recommendations in the Comprehensive Plan Five-Year Evaluation and Appraisal Report completed in 2014. The motion carried unanimously.

9. Public Hearing, presentation, possible action, and discussion regarding four ordinances amending the College Station Comprehensive Plan by amending the Comprehensive Plan Future Land Use & Character Map in the following four general locations: Ordinance 2015-3731 Area (A): approximately 40 acres generally located east of FM 2154 (Wellborn Road), south of the Southern Trace Subdivision, west of State Highway 40 (William D. Fitch Parkway), and north of Westminster Subdivision, from Estate and Suburban Commercial to General Suburban and Suburban Commercial; Ordinance 2015-3732 Area (B): approximately 120 acres generally located south of Barron Cut-Off Road, west of WS Phillips Parkway, north of the Castlegate II Subdivision, and east of the Wellborn Community, from Restricted Suburban to General Suburban; Ordinance 2015-3733 Area (C): approximately 900 acres generally located south of Greens Prairie Road West, east of the Sweetwater Subdivision, and north of Arrington Road, from Estate to Restricted Suburban; and Ordinance 2015-3734 Area (E): approximately 7 1/2 acres generally located at the northwest corner of State Highway 6 and Nantucket Drive, from Restricted Suburban to Suburban Commercial.

Jennifer Prochazka, Planning and Development, reported the Comprehensive Plan Five-Year Evaluation and Appraisal Report (2014) included recommendations for modification to the Plan, including additional evaluation and potential Future Land Use & Character amendments in five locations, identified as Areas A-E. The Five-Year Evaluation & Appraisal Report included public outreach by way of an on-line survey, a public open house meeting, focus group meetings, and a public review of the draft Report. Staff evaluated the Future Land Use & Character Map in the five identified areas in the attached and made recommendations for changes in four areas.

The Planning & Zoning Commission considered this item at their November 19 meeting and recommended approval of the proposed Future Land Use & Character Map amendments

described above as (A), (B), and (C), and recommended denial of the proposed amendment described above as (E).

At approximately 8:27 p.m., Mayor Berry opened the Public Hearing for Area A.

There being no comments, the Public Hearing was closed at 8:27 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2015-3731 Area (A): approximately 40 acres generally located east of FM 2154 (Wellborn Road), south of the Southern Trace Subdivision, west of State Highway 40 (William D. Fitch Parkway), and north of Westminster Subdivision, from Estate and Suburban Commercial to General Suburban and Suburban Commercial. The motion carried unanimously.

At approximately 8:47 p.m., Mayor Berry opened the Public Hearing for Area B.

Joe Guerra, 2079 Ravenstone Loop, expressed concerns about increased traffic, traffic impacts, and lower property values. A staff survey revealed the top two priorities are neighborhood integrity and traffic. He provided four other areas of empty pasture land designated as Urban that could be developed.

There being no comments, the Public Hearing was closed at 8:52 p.m.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Benham, the City Council voted four (4) for and three (3) opposed, with Councilmembers Aldrich, Brick, and Mooney voting against, to adopt Ordinance 2015-3732 Area (B): approximately 120 acres generally located south of Barron Cut-Off Road, west of WS Phillips Parkway, north of the Castlegate II Subdivision, and east of the Wellborn Community, from Restricted Suburban to General Suburban. The motion carried.

At approximately 9:12 p.m., Mayor Berry opened the Public Hearing for Area C.

Alan Demlow, 3401 Mesa Verde Drive, spoke against the proposed change and expressed his concern over increased traffic, which will increase noise and light pollution and create safety issues. Maintaining neighborhood integrity and the rural character are important.

John Bryant, 1929 Arrington Road, stated his opposition to the master plan amendment to high-density lots. At a minimum, he asked that Council retain one-acre lots at Arrington and go to a higher density as development goes west from Arrington.

Jean Phelps, 1621 Harpers Ferry Road, said the road the City refers to as a collector is her street. She does not want to become another Austin. We need to decide what kind of town we want to live in with normal growth that fits into the area. She asked to leave these as Estate lots.

Dan Daniels, 1106 Faraway Island, spoke against the change. He expressed his concern regarding traffic.

Scott Delucia, 4607 Midsummer, said when he moved to Nantucket, it was virtually empty. He is concerned when he hears that an additional 2,700 homes will be built. If this is done today, the County is the one that will be responsible for the roads, and they are not going to maintain them to City standards.

There being no further comments, the Public Hearing was closed at 9:24 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Schultz, the City Council voted five (5) for and two (2) opposed, with Councilmembers Brick and Mooney voting against, to adopt Ordinance 2015-3733 Area (C): approximately 900 acres generally located south of Greens Prairie Road West, east of the Sweetwater Subdivision, and north of Arrington Road, from Estate to Restricted Suburban. The motion carried.

At approximately 10:04 p.m., Mayor Berry opened the Public Hearing for Area E.

Jim Maness, 1733 Arrington Road, read his comments to the Council (attached).

Kevin Griffin, 1212 Mariners Cove, spoke against the change. Due to the lack of information regarding the future development, this proposal should be denied until more information is forth coming.

Paul Morris, 1511 Wayfarer, concurred with Mr. Griffin.

Joe Guerra, 2079 Ravenstone Loop, did not come forward.

Sally McAninch, 4201 Ballylough, said this change was at the developer's request to make it more marketable. That is not a good reason and is not zoning's purpose. It appears to be spot zoning, which is prohibited. It is not in the public's interest to do this.

Mark Sykes, 1599 Nantucket Drive, said he is one of the two property owners that would be directly affected. The developers have not approached him about what they want to with the property. The developable portion is only 2.5 acres, and he wondered what kind of commercial could go in. Something that could be up to 15,000 square feet is not what the residents would want.

Michael Pavelka, 1209 Ebbtide Cove, president of South Hampton Homeowners Association, stated that the association is against this. Traffic would increase. If this goes in, they would want to put in a fence to secure their property.

Dan Wood, 4235 Sand Piper Cove, said the retirement village is only one block away from this property. If this is permitted, it will disrupt those residents.

There being no further comments, the Public Hearing was closed at 10:17 p.m.

MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to deny Ordinance 2015-3734, requesting for Area (E): approximately 7 1/2 acres generally located at the northwest

corner of State Highway 6 and Nantucket Drive, from Restricted Suburban to Suburban Commercial. The motion carried unanimously.

10. Adjournment.

There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 10:44 p.m. on Thursday, December 10, 2015.

_____
Nancy Berry, Mayor

ATTEST:

_____
Sherry Mashburn, City Secretary

College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	14-498	**Version:**	3	**Name:**	Participation Agreement for Creek Meadows Lift Station
Type:	Contract			**Status:**	Consent Agenda
File created:	5/23/2014			**In control:**	City Council Regular
On agenda:	1/14/2016			**Final action:**	
Title:	Presentation, possible action, and discussion regarding a participation agreement with Creek Meadows Partners to increase the capacity of the Creek Meadows Sewage Lift Station to serve the recently annexed Wellborn area, with a total City participation of $212,587.				
Sponsors:	David Coleman				
Indexes:					
Code sections:					
Attachments:	Participation Agreement.pdf Contractors Insurance.pdf				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding a participation agreement with Creek Meadows Partners to increase the capacity of the Creek Meadows Sewage Lift Station to serve the recently annexed Wellborn area, with a total City participation of $212,587.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation: Staff recommends approval of this participation agreement.

Summary: In 2006, the developer of Creek Meadows constructed a sewage lift station, located near Greens Prairie Trail and Royder Road, to serve the initial phases of the development. Today, the flow into the lift station is nearing its initial capacity and will need improvements to increase the capacity. The current developer, Oldham Goodwin, working with Creek Meadows Partners, is planning to make the necessary improvements to provide enough capacity to serve the build-out of the Creek Meadows development.

In April 2011, City Council approved the annexation of the Wellborn area which included providing sewer service to a portion the area. The service plan included a gravity sewer line along Live Oak and Royder Road, terminating into the Creek Meadows lift station. City staff has calculated the potential sewer flow from the area this new sewer line will serve, and has negotiated an agreement with Creek Meadows Partners to combine the improvement projects and share the cost.

If approved, this participation agreement will ensure that the adequate sewer system capacity will exist for the Wellborn area properties that are served by the new sewer line. Combining the improvement projects with the developer is the most efficient and cost effective method to make the necessary improvements, and staff recommends approval.

Budget & Financial Summary: Funds in the amount of $212,587 will be included in the FY16 Wastewater Capital Improvement Projects Oversized Participation budget for the execution of this agreement.

Reviewed and Approved by Legal: Yes

Attachment:

Participation agreement
Contractor's Insurance

CITY OF COLLEGE STATION
PARTICIPATION AGREEMENT FOR PUBLIC IMPROVEMENTS

This Agreement is entered into by and between the **City of College Station**, a Texas Home Rule Municipal Corporation (hereinafter "City"), and **Creek Meadows Partners, L.P.**, a Texas Limited Partnership, (hereinafter "Developer").

WHEREAS, Developer is developing property within the City of College Station, more particularly described as **Creek Meadows** in College Station, Brazos County, Texas (hereinafter "Property") a description of which is attached-as **Exhibit "A"**; and

WHEREAS, Developer is required to construct certain public infrastructure, such as roadways, utilities, sidewalks, drainage facilities, and water and sewer facilities that relate to Developer's development; and

WHEREAS, City is required or desirous of assuming some of the cost for construction of certain public infrastructure described as the Project, affecting Developer's development; and

WHEREAS, because of this and in order to comply with City's overall development plan both Developer and City agreed it was in the best interests of the public to construct the Project jointly; and

WHEREAS, the City Engineer has reviewed the data, reports and analysis provided by Developer's engineers, and determined that such public improvement qualified and still qualifies for joint City-Developer participation; and

WHEREAS, the Developer has completed all phases of the Project while working with the City according to and under the authority of Chapter 212, Subchapter C, Developer Participation in Contract for Public Improvement of the Texas Local Government Code, and

WHEREAS, the City had the authority to enter into a contract under of Chapter 212, Subchapter C, Developer Participation in Contract for Public Improvement of the Texas Local Government Code at the start of the Project and the work done by the Developer for the duration of the Project qualifies as acceptable work under that Subchapter.

WHEREAS, the City will accept the benefits of the Developer's work to complete the Project by the terms of this Participation Agreement for Public Improvements; and

WHEREAS, the parties agree as to the nature and proportion of joint participation as further recited herein and as may be required in accordance with Chapter 212, Subchapter C, Developer Participation in Contract for Public Improvement and Chapter 252,

Purchasing and Contracting Authority of Municipalities of the Texas Local Government Code; and

NOW, THEREFORE, for and in consideration of the recitations above and the promises and covenants herein expressed, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Approved Plans means the plans and specifications that meet the requirements of this Participation Agreement, the City of College Station Codes and Ordinances and any other applicable laws and that have been submitted to, reviewed and approved by the City of College Station relating to the Project.

1.2 City or College Station means the City of College Station, a Texas Home Rule Municipal Corporation located at 1101 Texas Avenue, College Station, Texas 77840.

1.3 Developer means Creek Meadows Partners, L.P., a Texas limited partnership, whose principal office is located at 14505 Torrey Chase Blvd., Suite 205, Houston, TX 77014.

1.4 Effective Date means the date on which this Agreement is signed by the last party whose signing makes the Agreement fully executed.

1.5 Final Completion means that all the work on the Project has been completed, a written guarantee of performance for a one year maintenance period has been provided, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made all documentation, and all closeout documents have been executed and approved by the Developer as required, all Letters of Completion and other City documentation have been issued for the Project, all reports have been submitted and reporting requirements have been met and Developer has fully performed any other requirements contained herein. The City will issue a certificate of Final Completion with the City's Participation Payment.

1.6 Letter of Completion means a letter issued by the City Engineer stating that the construction of public improvements conforms to the plans, specifications and standards contained in or referred to in the Unified Development Ordinance and any other ordinances of the City of College Station.

1.7 Property means that one certain tract of land known as **Creek Meadows** and as further described in **Exhibit "A".**

1.8 Project means the design, construction, and project management to achieve a minimum capacity of 960 gallons per minute at the Creek Meadows sewage lift station. The Project is considered within the city limits of College Station, even though portions of the

infrastructure may extend into the extraterritorial jurisdiction of the City. This Project will be completed in two Phases. The Phased improvements will achieve a minimum capacity of 960 gallons per minute and the City will reserve 356 gallons per minute of this capacity for flow outside of the Creek Meadows development. The initial lift station capacity of 315 gallons per minute has been completed. The two-Phased improvements are described below and in detail in **Exhibit "B"** and will increase the minimum capacity to 960 gallons per minute (gpm).

a. First Phase to include additional gravity line and force main and two new pumps and control panels-will add 190 gpm.

b. Second Phase to include a force main extension and third pump will add 455 gpm.

ARTICLE II
CITY COST PARTICIPATION

2.1 Agree to Participate. City agrees to cost participate in the Project in the maximum amount and percentage as estimated in **Exhibit "C"**. City's actual rate of participation will be based upon the final actual cost of the Project as reflected by the breakdown of costs required pursuant to this Agreement and will be a percentage not to exceed **Twenty-eight and a half Percent (28.5%) and in no event shall exceed the maximum amount estimated of Two Hundred Twelve Thousand Five Hundred Eighty Seven and No Cents ($212,587.00)** as shown in **Exhibit "C".**

2.2 Competitive Bidding. If City's cost participation exceeds 30% of the total cost of the Project or is located within the extraterritorial jurisdiction of the City, then the Project must be competitively bid pursuant to Chapter 252 of the Texas Local Government Code, as amended.

a. If City's participation exceeds 30% of the total cost of the Project, City shall be responsible for advertising and obtaining bids or negotiating proposals for the construction of the Project. Developer shall pay for all costs associated with advertising, printing, and distributing plans and specifications for the Project.

b. If City's cost participation is 30% or less of the total cost of the Project and the Project is located within the boundaries of the City competitive bidding is not required.

2.3 Cost of Project. Developer's engineer's detailed cost estimate of the Project is attached hereto and incorporated herein as **Exhibit "C".**

2.4 Application for Payment. Application for payment by the Developer to the City for payment to the Developer pursuant to the terms of this Agreement must include the

following in a form acceptable to City, which these requirements must be met for each Project Phase payment:

a. Completion of the Project Phase in accordance with the Approved Plans

b. Issuance of a Letter of Completion relating to the Project Phase

c. Developer's compliance with all City Codes, Ordinances and standards relating to the Project, the Property and its subdivision and development

d. Dedication of the land for the right-of-way or easement either by plat or by deed relating to the Project Phase

e. A current title report as of the date of such land dedication and updated within sixty (60) days of the date of this Agreement

f. Lien releases or subordinations from all lenders as required by City

g. Proof that all guarantees of performance and payment as set forth in this Agreement have been met, including all bond requirements when applicable

h. A breakdown of actual costs of the Project with supporting documentation, including all payment receipts

i. A statement all the improvements are the property of the City

2.5 City Participation Payment. Developer shall submit the written application for City participation payment within thirty (30) days after issuance of the Letter of Completion relating to the Project or Developer shall be ineligible to receive the City participation payment as specified in this Agreement and City's obligation to cost participate shall terminate without any liability. The City's Participation will not exceed 28.5 % of the Project cost.

Chart of Total LS Capacity	**GPM**	**Cost**	**City Portion**
Initial Lift Station Capacity	315	$350,000	0
Phase One-Improvement	505	$170,921	$80,962
Phase Two Improvement	960	$225,000	$131,625
Total Project Cost		$745,921	**$212,587 (28.5%)**

2.6 Final Completion. The City will issue a certificate of Final Completion with the City's Participation Payment.

2.7 Reports, books and other records. Developer shall make its books and other records related to the project available for inspection by City. Developer shall submit to City any and all information or reports requested to verify the expenditures submitted for

City participation eligibility including, but not limited to bid documents, payment applications, including any supporting information, canceled checks, copies of construction and engineering documents, as determined by the City Engineer in his sole discretion, for the verification of the cost of the Project detailed in **Exhibits "B" and "C"** of this Agreement. The submission of these reports and information shall be the responsibility of Developer and shall be certified by Developer's Licensed Professional Engineer at Developer's expense and signed by an authorized official of the entity.

ARTICLE III

GOVERNMENTAL IMMUNITY, INDEMNIFICATION, RELEASE AND INSURANCE

3.1 The City by entering into this Agreement does not consent to suit, waive its governmental immunity, or the limitations as to damages under the Texas Tort Claims Act.

3.2 Indemnification. Developer agrees to and shall indemnify, hold harmless, and defend City and its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, expert fees and attorney's fees, for injury to or death of any person, or for damage to any property, or for breach of contract, arising out of or in connection with the work done by Developer under this Agreement, regardless of whether such injuries, death, damages or breach are caused in whole or in part by the negligence of City, any other party indemnified hereunder, the Developer, or any third party.

3.3 Release. Developer assumes full responsibility for the work to be performed hereunder, and releases, relinquishes and discharges City, its officers, agents, volunteers and employees, from all claims, demands, and causes of action of every kind and character, including the cost of defense therefore, for any injury to or death of any persons and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with, Developer's work to be performed hereunder. This release shall apply whether or not said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether or not said claims, demands, and causes of action were caused in whole or in part by the negligence of City, any other party released hereunder, Developer, or any third party.

3.4 Insurance. The Developer shall procure and maintain, at its sole cost and expense for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Developer or their contractors, agents, representatives, volunteers, or employees. Said insurance shall list College Station, its officers, agents, employees, and volunteers as Additional Insureds. See **Exhibit "D"** for required limits of liability insurance.

Certificates of insurance evidencing the required insurance coverages on the most current form approved by the Texas Department of Insurance attached hereto as **Exhibit "E".**

ARTICLE IV
PROJECT AND CONSTRUCTION

4.1 Right to Inspect the Work. City may inspect the improvements for compliance with the Approved Plans during construction or the Warranty Period (as hereinafter defined). In the event that it is determined by City that any of the work or materials furnished is not in strict accordance with the Approved Plans, City may withhold funds until the nonconforming work conforms to the Approved Plans. If the work and materials furnished is not in strict accordance with the Approved Plans and the Developer has commenced efforts to correct such non-conforming work within thirty (30) days of written notice to the Developer from the City detailing such non-conformance and proceeded diligently to conform the Work to the Approved Plans, in addition to withholding funds the City, at its election, may terminate this Agreement without any further liability. .

4.2 Independent Contractor. Developer shall be solely responsible for selecting, supervising, and paying its subcontractors and for complying with all applicable laws, including, but not limited to all requirements concerning workers compensation and construction retainage. The parties agree all employees, volunteers, personnel and materials furnished or used by Developer in the installation of the specified improvements will be the responsibility of Developer and understand Developer will not be deemed employees or agents of City for any purpose. Nothing in this Agreement will establish a joint venture between the Developer and the City.

4.3 Payment for materials and labor. Developer shall be solely and exclusively responsible for compensating any of its contractors, employees, subcontractors, material men or suppliers of any type or nature whatsoever and taking all commercially reasonable steps to insure that no claims or liens of any type will be filed against any property owned by City arising out of or incidental to the performance of any service performed pursuant to this Agreement. In the event a statutory lien notice is sent to City, Developer shall, where no payment bond covers the work, upon written notice from the City, immediately obtain a bond at its expense and hold City harmless from any losses that may result from the filing or enforcement of any said lien notice.

4.4 Affidavit of bills paid. Prior to the issuance of a Letter of Completion of the improvements, Developer shall provide City a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, material men, and subcontractors have been released, and that there are no claims pending of which Developer has been notified. Such affidavit shall be in a form as substantially set forth in **Exhibit "F"** which is attached hereto and incorporated by reference.

4.5 Requirements of Applicable rules remain. This Agreement does not alter, amend modify or replace any other requirements contained in the Code of Ordinances of the City

of College Station, Texas, Unified Development Ordinance of the City of College Station, or other applicable law.

4.6 Requirement for Access to Existing Facilities. The City will require daily access to its existing lift station facilities at any time during the construction or improvement phases and after completion. Access may be required for major repairs or maintenance work by City or the City's contractors. The Developer may not take the City's lift station out of service at any time during any of the phases.

4.7 Warranty: Upon issuance of a certificate of Final Completion, the Developer warrants the Developer's Contractor warranty will pass through to the City and will warrant for a period of one (l) year (or longer as provided in Section 4.d below) (such period being referred to as the "Warranty Period") as follows::

a. Developer's Contractor warrants, through the Developer's Contractor's pass through warranty, that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by the City Engineer and that all work will be of good quality, free from faults and defects, and in conformance with this Agreement and recognized industry standards.

b. All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

c. This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Developer.

d. Where more than a one (l) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

ARTICLE V
GENERAL PROVISIONS

5.1 Amendments. No amendment to this Agreement will be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

5.2 Choice of Law and Venue. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

5.3 Authority to enter into Agreement. Each party represents that it has the full power and authority to enter into and perform this Agreement. The person executing this Agreement on behalf of each party has been properly authorized and empowered to enter

into this Agreement. The person executing this Agreement on behalf of Developer represents that he or she is authorized to sign on behalf of Developer and agrees to provide proof of such authorization to the City upon request.

5.4 Agreement Read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

5.5 Notice. Any notice sent under this Agreement (except as otherwise expressly required) shall be hand delivered, written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:

Creek Meadows Partners, L.P.
14505 Torrey Chase Blvd, Suite 200
Houston, TX 77014

City of College Station
City Engineer
P.O. Box 9960
College Station, TX 77842

With copies to:
Oldham Goodwin Group L.L.C.
Attn: Chris Rhodes, Vice President
2800 South Texas Avenue, Suite 401
Bryan, TX 77802
Chris.Rhodes@OldhamGoodwin.com

With copies to:
City Attorney and City Manager
P.O. Box 9960
College Station, TX 77842

Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, the party.

5.6 Term. This Agreement will terminate after expiration of the warranty period The Agreement term may be extended by mutual written agreement of the Parties.

5.7 Termination. The City may terminate this Agreement for convenience with thirty (30) days written notice to the Developer.

5.8 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by Developer without the prior written approval of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

5.9 Default. In the event of a breach of this Agreement by Developer, City may terminate this Agreement and exercise any and all legal remedies.

5.10 Exhibits. All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

List of Exhibits:

A. A description of the Property
B. A description of the Project
C. Engineer's estimate of the costs of the Project
D. Insurance Requirements
E. Certificates of Insurance
F. Affidavit of All Bills Paid Form

CREEK MEADOWS PARTNERS, L.P.

BY: Union Gas Corporation,
its General Partner

BY: _____

Printed Name: R K Lowry, Jr.

Title: President

Date: 8/25/2015

CITY OF COLLEGE STATION

BY: _____
City Manager
Date: _____

APPROVED

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

Exhibit A
Description of the Property

Exhibit B

DESCRIPTION OF THE PROJECT

Design and Construction

Developer agrees to perform or ensure the performance of the design construction, and project management of the Project through Final Completion including issuance of Letters of Completion in accordance with the terms and conditions of this Agreement. The Project may be a component of a larger project by Developer provided that the costs associated with the Project remain separate and identifiable. Developer will obtain any and all required easements for pipeline construction. The Project will achieve a minimum capacity of 960 gallons per minute at the Creek Meadows sewage lift station. This Project will be completed in three Phases. The Phased improvements will achieve a minimum capacity of 960 gallons per minute and the City will reserve 365 gallons per minute of this capacity for flow outside of the Creek Meadows development. The initial lift station capacity of 315 gallons per minute has been completed.

PHASE ONE
Forcemain & Gravity Sewer Improvements

COST: $170,921

DESCRIPTION: Installation of approximately 1,271 linear feet of 12" gravity sewer line, within the Castlegate 2 Subdivision, to the planned limits of the gravity collection system within this sewer service area. The terminus of this 12" gravity sewer line is near the intersection of Etonbury Avenue and Goodrich Court. From this point an 8" forcemain will be extended approximately 2,100 linear feet to the south side of Greens Prairie Trail near the common subdivision corner of Woodlake and Sweetwater. At this location the 8" forcemain will tie-in to the existing 6" forcemain and the portion of the existing forcemain, which extends to the Castlegate, Section 6, will be temporarily valved shut. Improvements will also include the installation of two (2) new Flygt Pumps with new motor starters, breakers, controls, etc.

PHASE TWO
Creek Meadows Forcemain & Pump Improvements

ESTIMATED COST: $225,000.00

DESCRIPTION: Installation of approximately 5,320 linear feet of 8" forcemain that will extend from the Creek Meadows Lift Station to the terminus point of the 8" forcemain described in Phase One improvements. This new 8" forcemain will parallel the existing 6" forcemain and will tie into the 8" forcemain installed as part of phase one. The "old" disconnected section of 6" forcemain, discharging into the Castlegate~~,~~ Section 6 manhole~~,~~ will be reconnected to the existing 6" forcemain. These two forcemains will work in tandem to facility the total required firm pumping rate. Also, a third pump will be installed at the Creek Meadows Lift Station with appropriate motors and controls.

Exhibit C
Engineer's estimate of the costs of the Project

Enginneers Cost Estimate - Phase One

CREEK MEADOWS & CASTLEGATE 2

FORCEMAIN & GRAVITY SEWER IMPROVEMENTS

COLLEGE STATION, BRAZOS COUNTY, TEXAS

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	Mobilization, Staking, Trench Safety & TV Inspection (Sewer Line)	1	LS	$2,000.00	$2,000.00
2	12" PVC Sanitary Sewer (SDR-26, D3034) - Non Structural Backfill	1,221	LF	$25.00	$30,525.00
3	12" PVC Sanitary Sewer (SDR-26, D3034) - Structural Backfill	32	LF	$30.00	$960.00
4	12" PVC Sanitary Sewer (SDR-26, D2241) - Structural Backfill	18	LF	$35.00	$630.00
5	8" PVC Sanitary Sewer (SDR-26, D3034) - Non-Structural Backfill w/Terminus Plug	18	LF	$20.00	$360.00
6	6" PVC Sanitary Sewer (SDR-26, D3034) - Non-Structural Backfill w/Terminus Plug	54	LF	$12.00	$648.00
7	4' Diameter Standard Manhole w/32" Opening (Ring & Cover)	3	EA	$2,800.00	$8,400.00
8	4' Diameter Drop Manhole w/32" Opening (Ring & Cover)	1	EA	$3,300.00	$3,300.00
9	5' Diameter Standard Manhole w/32" Opening (Ring & Cover) - Receiving Manhole	1	EA	$4,000.00	$4,000.00
10	8" PVC Forcemain (SDR-26, D2241) - Non Structural Backfill	1,995	LF	$15.00	$29,925.00
11	8" PVC Forcemain (SDR-26, D2241) - Structural Backfill	105	LF	$20.00	$2,100.00
12	Road Bore (Dry) for 18" Casing	60	LF	$70.00	$4,200.00
13	18" Steel Encasement (Sch 40) w/8" Certa-Lok (DR18, CL 235) w/Casing Spacers & End Seals	148	LF	$75.00	$11,100.00
14	Ductile Iron Fittings (Forcemain)	1	LS	$2,000.00	$2,000.00
15	Structural Bedding (Cement Stabilized Sand)	40	LF	$10.00	$400.00
16	Install two new Flygt NP-3171/275 impeller & Upgrade motor starters and breakers in existing control panel to handle larger horsepower motors	1	LS	$59,000.00	$59,000.00
				SUB-TOTAL =	$159,548.00

Enginneers Cost Estimate - Phase One

ESTIMATED CONSTRUCTION COST =	$159,548.00
CONTINGENCY =	$23,452.00
GRAND TOTAL =	**$183,000.00**

STATE OF TEXAS
RABON A. METCALF
88583
LICENSED
PROFESSIONAL ENGINEER
6/25/14

RME Consulting Engineers
TEXAS FIRM REGISTRATION No. F-4695
POST OFFICE BOX 9253
COLLEGE STATION, TEXAS 77842
OFF/FAX: (979) 764-0704
E-mail: civil@rmengineer.com

Estimates and projections prepared by RME Consulting Engineers relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on this office's experience, qualifications and judgment as a design professional. Since RME has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, competitive bidding or market conditions and other factors affecting such estimates or projections, this office does not guarantee that actual rates, costs, performance, schedules, etc., will not vary from estimates and projections prepared by the Engineer of record.

Enginneers Cost Estimate - Phase Two

CREEK MEADOWS

FORCEMAIN & PUMP IMPROVEMENTS

COLLEGE STATION, BRAZOS COUNTY, TEXAS

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	Mobilization, Staking, Trench Safety & TV Inspection (Sewer Line)	1	LS	$4,000.00	$4,000.00
2	8" PVC Forcemain (SDR-26, D2241) - Non Structural Backfill	5,100	LF	$20.00	$102,000.00
3	8" PVC Forcemain (SDR-26, D2241) - Structural Backfill	220	LF	$25.00	$5,500.00
4	Road Bore (Dry) for 18" Casing	150	LF	$120.00	$18,000.00
5	18" Steel Encasement (Sch 40) w/8" Certa-Lok (DR18, CL 235) w/Casing Spacers & End Seals	230	LF	$100.00	$23,000.00
6	Ductile Iron Fittings (Forcemain)	1	LS	$7,000.00	$7,000.00
7	Reconnection of Existing Forcemain(s)	1	LS	$5,000.00	$5,000.00
8	Install third NP-3171/277 impeller with 30 ft stainless steel lifting chain & Replace impellers on existing two pumps. Add motor starter, breaker, run time meter, seal fail relay and pilot lights to control panel for third pump.	1	LS	$40,000.00	$40,000.00

SUB-TOTAL = $204,500.00

ESTIMATED CONSTRUCTION COST = $204,500.00

CONTINGENCY = $20,500.00

GRAND TOTAL = $225,000.00

STATE OF TEXAS
RABON A. METCALF
68583
LICENSED
PROFESSIONAL ENGINEER
6/25/14

RME Consulting Engineers

TEXAS FIRM REGISTRATION No. F-4695

POST OFFICE BOX 9253

COLLEGE STATION, TEXAS 77842

OFF/FAX: (979) 764-0704

E-mail: civil@rmengineer.com

Estimates and projections prepared by RME Consulting Engineers relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on this office's experience, qualifications and judgment as a design professional. Since RME has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, competitive bidding or market conditions and other factors affecting such estimates or projections, this office does not guarantee that actual rates, costs, performance, schedules, etc., will not vary from estimates and projections prepared by the Engineer of record.

Exhibit D
Insurance Requirements

Throughout the term of this Agreement, Developer (Contractor) must comply with the following:

I. Standard Insurance Policies Required:

A. Commercial General Liability
B. Business Automobile Liability
C. Workers' Compensation

II. General Requirements Applicable to All Policies:

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

III. Commercial General Liability

A. General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
B. Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
C. Limits of liability must be equal to or greater than $500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of $1,000,000.00. Limits shall be endorsed to be per project.
D. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
E. The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts;

products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV. Business Automobile Liability

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

B. Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain

C. Combined Single Limit of Liability not less than $1,000,000 per occurrence for bodily injury and property damage.

D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page

E. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

V. Workers' Compensation Insurance

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

B. Workers compensation insurance shall include the following terms:

1. Employer's Liability minimum limits of liability not less than $500,000 for each accident/each disease/each employee are required

2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy

3. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except

those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

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

"A. Definitions:

Certificate of coverage ("certificate") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that

coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

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

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

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

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

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

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

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

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

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

Exhibit E
Certificates of Insurance

Exhibit F
Affidavit of All Bills Paid Form

THE STATE OF TEXAS § **AFFIDAVIT OF BILLS PAID**
§
COUNTY OF BRAZOS § **FOR PARTICIPATION AGREEMENT**

Before me, the undersigned authority, R.K. Lowry, Jr. ("Affiant"), General Partner (Title), of Creek Meadows ("Developer"), personally appeared being duly sworn, deposed, and states the following:

I am over 18 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts stated in it, which facts are true and correct.

The Developer pursuant to the Participation Agreement with the City of College Station (the "City"), dated August 25, 2015, has caused the Developer or the Developer's contractors to furnishes labor and materials to construct improvements for the Sewage Lift Station (description of project) on the real property known as Creek Meadows, (address or legal description) more particularly described in the Participation Agreement as the "Project".

To the extent Developer constructed or contracted for the construction of such improvements, the Developer or the Developer's contractors have paid each of its sub-contractors, laborers and material men in full for all labor or materials provided to Developer on the Project.

To the best of Affiant's knowledge, Developer or Developer's contractors have not received notice of any claims pending against the Project in connection with the Project.

Executed this 25th day of August, 2015

AFFIANT:

Signature: _____

Printed Name: R.K. Lowry, Jr.

SUBSCRIBED AND SWORN TO before me on this 25th day of August, 2015.

Robbin Swain

ROBBIN SWAIN
Notary Public, State of Texas
My Commission Expires
October 23, 2017

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/22/2015

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
Watkins Insurance Group-Austin
3834 Spicewood Springs Rd, Ste. 100
Austin TX 78759

CONTACT NAME: Genaro Vazquez
PHONE (A/C, No, Ext): 512-452-8877 FAX (A/C, No): 512-452-0999
E-MAIL ADDRESS: gvazquez@watkinsinsurancegroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Texas Mutual Insurance Company	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Civil Constructors, Inc. dba
Texcon General Contractors
1707 Graham Rd.
College Station TX 77845-9686

TEXCO-2

COVERAGES **CERTIFICATE NUMBER:** 455332864 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		EPP0287369	11/1/2014	11/1/2015	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			EBA 0287369	11/1/2014	11/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			EPP0287369	11/1/2014	11/1/2015	EACH OCCURRENCE	$3,000,000
							AGGREGATE	$3,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TSF-0001278286	11/1/2014	11/1/2015	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Rented/Leased Equipment			EPP0287369	11/1/2014	11/1/2015	Maximum Limit	$500,000

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

Re: Project: Creek Meadows Lift Station and Force Main Improvements
Certificate Holder and City of College Station are additional insured on the general liability policy where required by written contract.

CERTIFICATE HOLDER

Oldham Goodwin Group
2800 South Texas Ave., Suite 401
Bryan TX 77802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patrick L. Watkins

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Legislation Details (With Text)

File #:	15-0749	**Version:**	3	**Name:**	EMS Automatic Patient CPR Devices - Physio Control
Type:	Contract			**Status:**	Consent Agenda
File created:	12/10/2015			**In control:**	City Council Regular
On agenda:	1/14/2016			**Final action:**	
Title:	Presentation, possible action, and discussion on purchase and maintenance contract approval for Emergency Medical Service Automatic Patient CPR Devices from Physio Control the sole-source provider for Lucus Chest Compression Systems for $109,661.24 and the annual maintenance contract for $9,422.50 yearly fee.				
Sponsors:	Eric Hurt				
Indexes:					
Code sections:					
Attachments:	Physio Control.pdf				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion on purchase and maintenance contract approval for Emergency Medical Service Automatic Patient CPR Devices from Physio Control the sole-source provider for Lucus Chest Compression Systems for $109,661.24 and the annual maintenance contract for $9,422.50 yearly fee.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Approval

Summary: This request is for the one time purchase of 7 Lucus Chest Compression Systems for $109,661.24 and the annual maintenance contract for $9,422.50 yearly fee from Physio Control the sole-source provided.

This approval will place automatic CPR devices on all EMS units. Effective chest compressions deliver vital oxygen to the brain and can prime the heart for successful delivery of electrical shock. Maintaining sufficient coronary perfusion pressure during cardiac arrest improves the likelihood of Return of Spontaneous Circulation (ROSC). Currently, we perform manual CPR, which is a labor intensive function that must be interrupted during patient movement at least 4 times during patient transport. Each time you stop CPR it takes as much as 90 seconds to recover the cardiac perfusion lost during the interruptions. This can lead to a poor patient outcome. The delivery of uninterrupted compressions at a consistent rate and depth facilitate better patient care and improve a patient's chance for a successful outcome. In a study conducted by Dr. Joe Holley, Medical Director for the Memphis Fire Department, in 2013 for patients presenting with full cardiac arrest; 49.6 percent of patients treated with automatic CPR devices had ROSC compared to 28.3 percent with manual CPR.

Budget & Financial Summary: Funds are budgeted for this purchase from approved FY 2016 SLA. The Emergency Medical Service Automatic Patient CPR Devices SLA funding for the one time purchase of the devices is $110,000 from account 10010440-5799. The reoccurring funding for the annual maintenance contract is $12,200 from the following accounts' 10010440-5199 and 10010440-5399.

Attachments: Physio Control Purchase and Maintenance Contract, this doucment also includes sole-source provider documentation.

CITY OF COLLEGE STATION
Home of Texas A&M University

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 1603001606 PROJECT#: _____ BID#: NA RFP: NA

Contract Description: LUCAS Chest Compression System

Project Name: Emergency Medical Service Automatic Patient CPR Devices

Name of Contractor: Physio-Control, Inc.

CONTRACT TOTAL VALUE: $ 147,621.24*

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

Debarment Check ☐ Yes ☐ No ☒ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A
Buy America Required ☐ Yes ☐ No ☒ N/A
Transparency Report ☐ Yes ☐ No ☒ N/A

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

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

10010440-5399 * CPR DEVICES $109,661.24; ANNUAL MAINTENANCE $37,690 WITH YEAR 1 = $0.00 AND YEARS 2-5 = $9,422.50 PER YEAR.
FY 2016 SLA

*(If required)**

CRC Approval Date*: _____ **Council Approval Date*:** _____ **Agenda Item No*:** _____

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

Insurance Certificates: _____ **Performance Bond:** NA **Payment Bond:** NA

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE 11/24/15

LEGAL DEPARTMENT — DATE

ASST CITY MGR – CFO — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

MAYOR (if applicable) — DATE

CITY SECRETARY (if applicable) — DATE

__Original(s) sent to CSO on ____ *Scanned into Laserfiche on _____* *____Original(s) sent to Fiscal on _____*

Physio-Control, Inc
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
fax 800.732.0956

To

Training Coordinator Billy Bradshaw
CITY OF COLLEGE STATION
300 KRENEK TAP RD
COLLEGE STATION,TX 77845
9797643705
bbradshaw@cstx.gov

Quote Number	00016425
Revision #	1
Created Date	11/10/2015
Sales Consultant	Carlos Graubard
FOB	Redmond, WA
Terms	All quotes subject to credit approval and the following terms and conditions
NET Terms	NET 30
Expiration Date	2/8/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
LUCAS-OSCOMP-4-POS	LUCAS Service - 4 YEAR. On-site Comprehensive Coverage. Annual Payments.	7.00	6,200.00	-930.00	5,270.00	36,890.00
50999-000119	Zone3: (51 to 100Mi) or (82 to 161Km)	4.00	200.00	0.00	200.00	800.00

Subtotal	USD 37,690.00
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00
Grand Total	USD 37,690.00

Pricing Summary Totals

List Price Total	USD 44,200.00
Total Contract Discounts Amount	USD -6,510.00
Total Discount	USD 0.00
Trade In Discounts	USD 0.00
Tax + S&H	USD 0.00

GRAND TOTAL FOR THIS QUOTE
USD 37,690.00

TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO: # 800-732-0956, ATTN: REP SUPPORT

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS $10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

CG/12321201/76495

Notes:
Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a $10 handling fee on any order less than $200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).
To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no change are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or
http://www.physio-control.com/uploadedFiles/products/serviceplans/TechnicalServiceAgreement.pdf

TERMS OF SALE

General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

Pricing

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid an exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department P.O. Box 97006, Redmond, Washington 98073-9706.

Payment

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

- Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.
- International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.

Delivery

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyer's account.

Delays

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or nondelivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's

agreement and the delivery dates shall be extended for the length of such delay.

Inspections and Returns
Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns. The Physio-Control Returned Product Policy is located at http://www.physio-control.com/uploadedFiles/support/ReturnPolicy_3308529_A.pdf.

Service Terms
All device service will be governed by the Physio-Control, Inc. Technical Services Support Agreement which is available from your sales representative or http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Technical Service Support Agreement.

Warranty
Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity
Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous
a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.

PHYSIO CONTROL

Physio-Control, Inc. | Lifesaving starts here.™

ADDRESS
11811 Willows Road NE
Redmond, WA 98052

PHONE
GENERAL
425 867 4000
TOLL FREE
800 442 1142

www.physio-control.com

October 30, 2015

Dear Customer,

Physio-Control, Inc. is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training markets for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® 2 Chest Compression System

Physio-Control, Inc. is the sole-source provider in all markets for the following products & services:

- RELI℠ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® System and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- PulsePoint Agency Services
- HealthEMS® Software
- HomeSolutions.NET® Software
- ACLS (non-clinical) LIFEPAK® defibrillator/monitors

Physio-Control is also the sole source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH® MAC EMS Video Laryngosope
- McGRATH® MAC Disposable Laryngoscope Blades
- McGRATH® X Blade™

Physio-Control does not authorize any resellers to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products. If you have questions, please feel free to contact your local Physio-Control sales representative at 800.442.1142.

Best regards,

PHYSIO-CONTROL, INC.

Alexandra Carvalho
Contract Analyst
rs.physiocontracts-south@physio-control.com

Physio-Control, Inc
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
fax 800.732.0956

To

Training Coordinator Billy Bradshaw
CITY OF COLLEGE STATION
300 KRENEK TAP RD
COLLEGE STATION,TX 77845
9797643705
bbradshaw@cstx.gov

Quote Number	00016231
Revision #	1
Created Date	11/9/2015
Sales Consultant	Carlos Graubard
FOB	Redmond, WA
Terms	All quotes subject to credit approval and the following terms and conditions
NET Terms	NET 30
Expiration Date	2/7/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99576-000024	LUCAS 2.2 Chest Compression System INCLUDES BASE UNIT WITH BACK PLATE, CARRYING BAG, TWO (2) PATIENT STRAPS, STABILIZATION STRAP, 3 SUCTION CUPS, 1 RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	7.00	15,220.00	-1,978.60	13,241.40	92,689.80
11576-000060	LUCAS 2 Stand-alone Battery Charger	7.00	1,128.40	-146.69	981.71	6,871.96
11576-000040	LUCAS 2 Battery - Rechargeable Lithium Polymer (LiPo) (4 pack)	3.00	2,557.40	-332.46	2,224.94	6,674.81
11576-000039	LUCAS 2 Battery - Rechargeable Lithium Polymer (LiPo)	2.00	712.40	-92.61	619.79	1,239.58
11576-000055	LUCAS 2 Power Supply Cord	7.00	358.80	-46.64	312.16	2,185.09

Subtotal	USD 109,661.24
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 185.00
Grand Total	USD 109,846.24

	Pricing Summary Totals
List Price Total	USD 126,047.40
Total Contract Discounts Amount	USD 0.00
Total Discount	USD -16,386.16
Trade In Discounts	USD 0.00
Tax + S&H	USD 185.00

GRAND TOTAL FOR THIS QUOTE

TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO: # 800-732-0956, ATTN: REP SUPPORT

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CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

CG/12321201/76326

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http://www.physio-control.com/uploadedFiles/products/serviceplans/TechnicalServiceAgreement.pdf

TERMS OF SALE

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Buyer's account.

Delays
Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or nondelivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections and Returns
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Service Terms
All device service will be governed by the Physio-Control, Inc. Technical Services Support Agreement which is available from your sales representative or http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Technical Service Support Agreement.

Warranty
Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity
Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous
a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/13/2015

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
Marsh USA, Inc.
1301 5th Avenue, Suite 1900
Seattle, WA 98101
Attn: Seattle.CertRequest@marsh.com / F: 212-948-4326

184424-STND-GAWUp-15-16

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Continental Casualty Company	20443
INSURER B :	National Fire Insurance of Hartford	20478
INSURER C :	N/A	N/A
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Physio-Control International, Inc.
Physio-Control, Inc.
11811 Willows Road NE
Redmond, WA 98052

COVERAGES **CERTIFICATE NUMBER:** SEA-002371798-08 **REVISION NUMBER:** 7

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**			4030507381	05/01/2015	05/01/2016	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ EXCLUDED
	X POLICY PRO-JECT LOC							$
B	**AUTOMOBILE LIABILITY**			4029265138	05/01/2015	05/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							COMP / COLL DED.	$ 1,000
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**			4030507378 (AOS)	05/01/2015	05/01/2016	X WC STATU-TORY LIMITS / OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below — Y / N: N	N / A		4030507364 (CA)	05/01/2015	05/01/2016	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

City of College Station is included as additional insured under general liability as required by written contract.
Waiver of subrogation applies in favor of the additional insured as required by written contract, prior to loss.

CERTIFICATE HOLDER

College Station Fire Department
RB Alley
300 Krenek Tap R
College Station, TX 77840

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Cheryl Bermudez

© 1988-2010 ACORD CORPORATION. All rights reserved.

SAMPLE AGREEMENT

PHYSIO CONTROL

TECHNICAL SERVICE SUPPORT AGREEMENT

Contract Number:
End User # Bill To #

This Technical Service Support Agreement begins on and expires on .

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions on the reverse side of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Physio-Control's Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is per term.

Special Terms

NONE

Accepted: Physio-Control, Inc.

By:_____

Title:_____

Date:_____

Customer:_____

By:_____

Print:_____

Title:_____

Date:_____

Purchase Order Number:_____

Territory Rep:

Phone:
FAX:

Customer Contact:

Phone:
FAX:

Reference Number: New
Printed:

SAMPLE AGREEMENT

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS

Customer's signature on this Agreement or a valid purchase order referencing this Technical Service Support Agreement is required prior to Physio-Control's acceptance and performance of this Agreement. This Agreement covers only the equipment listed on Schedule A ("Covered Equipment"). These terms constitute the complete agreement between the parties and they shall govern over any other documents, including Customer's purchase order. These terms may not be revised in any manner without the prior written consent of Physio-Control.

SERVICES. The Services provided under this Agreement are set forth on Schedule A. Physio-Control strives, but does not guarantee, to return service calls within two (2) hours and to resolve service issues within twenty-four (24) hours. Following Services, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement. The following Services are available and further described as they relate to each specific Physio-Control device on Schedule B:

"*Repair Plus Service*" or "*Repair Only Service*" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions (as set forth below).

"*Preventative Maintenance*" or "*Inspection Only Service*" means inspection and adjustment to maintain Covered Equipment in satisfactory operating condition. Inspections include tests, measurements, and a thirty-point evaluation of Covered Equipment. Covered Equipment is properly calibrated, mechanical operations are checked and adjusted, if necessary, and output measurements are verified to function properly. Electrical safety checks are also performed in accordance with National Fire Protection Association (NFPA) guidelines. Preventative Maintenance and Inspection Only Service are subject to Exclusions.

"*Comprehensive Service*" or "*Repair & Inspect Service*" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, and inspections to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with NFPA guidelines, and Updates (as set forth below), subject to Exclusions.

"*Battery Replacement Service*" means replacement of batteries on a one-for-one, like-for-like basis, up to the number of batteries and/or devices listed in Schedule A. Only batteries manufactured or distributed by Physio-Control are eligible for replacement. Battery replacement is available upon Customer notification to Physio-Control of the occurrence of: (i) battery failure as determined by Customer's performance testing and evaluation in accordance with the applicable Operating Instructions; or (ii) the end of the useful life of the battery as set forth in the applicable Operating Instructions.

At the discretion of Physio-Control, battery replacement shall be effected by shipment to Customer and replacement by Customer, or by on-site delivery and replacement by a Physio-Control Service Technician. Upon Customer's receipt of a replacement battery, the battery being replaced shall become the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. In the event that Physio-Control does not receive the battery being replaced, Physio-Control will invoice Customer the then-current rate for the replacement battery.

"*On-Site Service*" means that a Physio-Control factory-trained technician will provide Services at Customer's location. Services will be performed between 8:00am and 5:00pm local time, Monday through Friday, excluding holidays. Customer is to ensure Covered Equipment is available for Services at scheduled times. Some Services may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated facility for repair.

"*Ship-In Service*" means that Services will be performed at Physio-Control's designated facility. Physio-Control will cover round-trip freight for Covered Equipment that is sent to our designated facility for Services.

If Covered Equipment is not available when Services are scheduled or Customer requests services or goods not covered by this Agreement or outside of designated Services frequency or hours, Physio-Control will charge Customer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel costs in addition to the contract price. Repair parts required for such repairs will be made available at 15% off the then-current list price.

EXCLUSIONS. Unless otherwise specified, Services do not include the following Exclusions:

- supply or repair of accessories or disposables
- repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, acts of God, and use of batteries, electrodes, or other products not distributed by Physio-Control
- case changes
- repair or replacement of items not originally distributed or installed by Physio-Control
- Upgrades, and installation of Upgrades
- battery maintenance, performance testing, evaluation, removal, and recycling

LOANERS. If Covered Equipment must be removed from use to complete Services, Physio-Control will strive to provide Customer with a similar loaner device until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner at Customer's expense to Physio-Control in the same condition as received, upon the earlier of the return of the

removed Covered Equipment or Physio-Control's request.

UPDATES. "*Update*" means a change to a device to enhance its current features, stability, or software. If Comprehensive Service or Repair & Inspect Service is designated for Covered Equipment on Schedule A, Physio-Control will install Updates at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. Updates installed on Covered Equipment designated on Schedule A as Repair Plus Service, Repair Only Service, Preventative Maintenance Service, Inspection Only Service, or at a time other than regularly scheduled Comprehensive Service or Repair & Inspect Service, will be billed on a separate invoice at 20% off the then-current list price of the Update. For all Service plans, if parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

UPGRADES. "*Upgrade*" means a major, standalone version of software or the addition of features or capabilities to a device. For all Service plans, Upgrades must be purchased separately and are not provided under this Agreement. Upgrades are available at a rate of 17% off the then-current list price.

PRICING. Pricing is set forth on the first page of this Agreement, on the Quote for Services, and/or on the Invoice for the Services purchased. Prices do not include taxes. Sales, service or use taxes will be invoiced in addition to the price of the goods and Services covered by this Agreement unless Physio-Control receives a copy of a valid exemption certificate. If the number or configuration of Covered Equipment changes during the Term, pricing shall be pro-rated accordingly. For Preventative Maintenance Service, Inspection Only Service, Comprehensive Service, and Repair & Inspect Service, no pricing deduction will be made for removal of Covered Equipment if preventative maintenance and inspection have already been performed during the Term and no further preventative maintenance and inspection are scheduled to occur. Discounts may not be combined with other special terms, discounts, and/or promotions.

PAYMENT. Payment is due within thirty (30) days of invoice date.

WARRANTY. Physio-Control warrants Services performed under this Agreement and repair/replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date Services were performed or a repair/replacement part was provided. Customer's sole remedy shall be reservicing the affected Covered Equipment and/or replacement of any part determined to be defective, without additional charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.**

TERM. The Term of this Agreement is set forth on the first page of this document, or in the Quote and/or Invoice for the Services purchased. This Agreement shall automatically renew unless terminated by either party with written notice thirty (30) days prior to the expiration of the then-current Term. Prices are subject to change upon renewal.

TERMINATION. Either party may terminate this Agreement for material breach by the other party by providing thirty (30) days' written notice to the other party, and provided such breach is not cured within the notice period. In addition, either party may terminate this Agreement at any time upon sixty (60) days' prior written notice to the other party. In the event of such early termination by Customer, Customer shall be responsible for the portion of the designated price which corresponds to the portion of the Term prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered during the Term.

DELAYS. Physio-Control will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license or permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control's obligations and the performance dates shall be extended for the length of such delay.

DEVICE INSPECTION BEFORE ACCEPTANCE. Any device that is not covered by either a Physio-Control Limited Warranty or a current Physio-Control Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at customer's cost at the then-current list prices prior to being covered under a Technical Service Support Agreement. Physio-Control reserves the right to refuse to support any device that has been remanufactured by a company other than Physio-Control.

MISCELLANEOUS. (a) During the Term of this Agreement and for one (1) year following its expiration, without Physio-Control's prior written consent, Customer agrees to not to solicit or offer employment to anyone who is employed by Physio-Control to provide Services such as those described in this Agreement; (b) this Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party; (c) this Agreement shall be governed by the laws of the State in which the Services are provided; (d) all costs and expenses incurred by the prevailing party related to the enforcement of its rights under this Agreement, including reasonable attorney's fees, shall be reimbursed by the other party.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE A

SAMPLE AGREEMENT

Contract Number:

Servicing Rep:
District:
Phone:
FAX:

Equipment Location:

Scope Of Service

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LUCAS US	Device information goes here.		1			
LUCAS US			2			
LUCAS US			3			

** Denotes an inventory line that has changed since the last contract revision or addendum.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LUCAS® 1 Chest Compression System Services
(LUCAS 1 Service is Ship-in Service only)

LUCAS® 1 Chest Compression System Comprehensive Service (Ship-In Service Only)
- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 1 Chest Compression System Repair Plus Service (Ship-in Service Only)
- Parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 1 Chest Compression System Preventative Maintenance Service (Ship-in Service Only)
- Inspections at intervals set forth on Schedule A
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 2 Chest Compression System Services

LUCAS® 2 Chest Compression System Comprehensive Service
- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions
- Battery Replacement Service
  - For each LUCAS 2 listed on Schedule A, replacement of one (1) LUCAS 2 battery in accordance with the device

Operating Instructions, or upon battery failure
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 2 Chest Compression System Repair Plus Service
- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Battery Replacement Service
  - For each LUCAS 2 listed on Schedule A, replacement of one (1) LUCAS 2 battery in accordance with the device

Operating Instructions, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 2 Chest Compression System Preventative Maintenance Service
- Inspections at intervals set forth on Schedule A
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

CITY OF COLLEGE STATION
Sole Source Justification

Vendor: Physio-Control Corporation Requisition #:TBD

Product/Service: Lucas II CPR Devices

Estimated expenditure for the above commodity or service: $122,200.00

This form must be completed for each requisition/contract that provides for proprietary (sole source) acquisition of goods and services valued at a total amount of $3,000 or more. If more space is needed, please attach additional page(s). **Inadequate justification or documentation for a request for non-competitive procurement will result in a solicitation of bids or quotes.**

Unique Features. Specify the unique features or characteristics of the goods or services that are requested:

See attached documentation

Special Needs. Briefly explain why the unique specifications restrict the requisition to one manufacturer or provider:

See attached documentation

Other Sources. State the reason or reasons why competing products are not satisfactory, e.g. a justification for the proprietary (sole source) acquisition:

See attached documentation

Check all entries below that apply to the proposed purchase. (More than one entry will apply to most sole source products/services requested).

1. ☒ SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO OTHER DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. **Item No. 3 also must be completed.)**

2. ☐ SOLE SOURCE REQUEST IS FOR THE ONLY BRAZOS COUNTY AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. **Item No. 3 also must be completed.**)

3. ☒ THIS IS THE ONLY ITEM OR SERVICE REASONABLY KNOWN THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)

4. ☐ CAPTIVE REPLACEMENT PARTS OR COMPONENTS FOR EQUIPMENT: THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

5. ☒ THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION OR COMPATIBILITY WITH EXISTING EQUIPMENT OPERATIONS OR SERVICES. (Attach Memorandum describing basis for standardization request.)

6. ☐ NONE OF THE ABOVE IS APPLICABLE. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN THE ATTACHED MEMORANDUM.

The undersigned attests that the above is true and correct and requests that this purchase be exempt from the City's purchasing policies and applicable state law requirements for competitive procurement.

Eric Hurt, Fire Chief
DEPARTMENT DIRECTOR PRINTED NAME

DEPARTMENT DIRECTOR SIGNATURE

Fire
DEPARTMENT

12/1/15
DATE

(FOR PURCHASING DEPARTMENT USE ONLY)

_____ APPROVED

_____ NOT APPROVED

REASON, IF NOT APPROVED: _____

BY: Lisa N. Davis DATE: 12/2/2016

Addendum to Justification for Sole Source

Lucas II CPR Device from Physio-control

Unique features

- Size
  As pre-hospital medical care advances, space on an ambulance is becoming a serious issue. Over the next few months, other large medical devices such as vacuum backboards will be place on ambulances, in turn, taking up more space. The Physio-Control Lucas II CPR device has a smaller space footprint than the Zoll Auto-pulse (Lucas II 22.4 x 20.5 x 9.4 inches versus Auto-pulse 32.5 in. by 17.6 in. by 3.0 in). The shape of the Lucas II CPR device also fits better into existing spaces on the ambulances.
- Weight
  EMS personnel are required to carry several pieces of heavy equipment such as a heart monitor, jump bag, and oxygen. Adding a CPR device will be adding more weight that they have to carry. The Lucas II CPR devices weighs less than the Zoll Auto-pulse (Lucas II 17.2 pounds versus Auto-pulse 25.6 pounds.
- Replacement Cost of Disposable Items
  The Lucas II CPR device has a plastic cup that contacts the patient. These plastic cups can be cleaned and reused. The Auto-pulse uses a disposable lifeband to compress the chest. These one-time use lifebands cost $196.79 each. On average, the Fire Department performs CPR approximately 40 times per year. At this cost and usage rate, the Zoll Auto-pulse would cost an additional $7871.60 per year.

Special Needs

- CPR position
  Every 5 years, the American Heart Association evaluates and updates how CPR is done. Several physician and medical facilities are part of this research. Newer research is showing that elevating the head and torso 30 degrees increases the effectiveness of CPR. After reviewing both CPR devices, the Lucas II CPR devices seems to be considerable more able to perform in the 30 degree position and still be adequately secured in place.

3. Specialized Needs / Intended Function

- Space
- Weight
- Ongoing replacement cost of disposable items
- CPR position

5. Existing services

- Current maintenance agreement for LP12 heart monitors and LP1000 automatic defibrillators. With the implementation of the X-series heart monitor/defibrillators, the number of LP12s will be reduced to 3 and the number of LP1000 will remain at 11.

Narrative

Both the Physio-Control Lucas II CPR device and the Zoll Auto-pulse was demonstrated by the vendors when the heart monitors were evaluated. Both devices have been reviewed at various

conferences. Several studies were on the CPR devices were reviewed. Based on the above information and upon the recommendation of our Medical Director, Dr. Eric Wilke, the Lucas II CPR device will better meet the needs of the Fire Department and the patients that we take care of.

PHYSIO CONTROL

Physio-Control, Inc. | Lifesaving starts here.™

ADDRESS
11811 Willows Road NE
Redmond, WA 98052

PHONE
GENERAL
425 867 4000
TOLL FREE
800 442 1142

www.physio-control.com

October 30, 2015

Dear Customer,

Physio-Control, Inc. is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training markets for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® 2 Chest Compression System

Physio-Control, Inc. is the sole-source provider in all markets for the following products & services:

- RELI℠ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® System and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- PulsePoint Agency Services
- HealthEMS® Software
- HomeSolutions.NET® Software
- ACLS (non-clinical) LIFEPAK® defibrillator/monitors

Physio-Control is also the sole source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH® MAC EMS Video Laryngosope
- McGRATH® MAC Disposable Laryngoscope Blades
- McGRATH® X Blade™

Physio-Control does not authorize any resellers to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products. If you have questions, please feel free to contact your local Physio-Control sales representative at 800.442.1142.

Best regards,

PHYSIO-CONTROL, INC.

Alexandra Carvalho
Contract Analyst
rs.physiocontracts-south@physio-control.com

9 Technical specifications

All specifications in this chapter apply to the LUCAS™2 Chest Compression System.

9.1 Patient parameters

Category	Specifications
Patients eligible for treatment:	Adult patients who fit into the device; • sternum height of 6.7 to 11.9 inches / 170 to 303 mm • a maximum chest width of 17.7 inches / 449 mm The use of LUCAS is not restricted by patient weight.

9.2 Compression parameters

Category	Specifications
Compression depth (nominal patient)	Patients with sternum height over 7.3 inches / 185 mm: • 2.1 ±0.1 inches / 53 ±2 mm Smaller patients with sternum height less than 7.3 inches / 185 mm: • 1.5 to 2.1 inches / 40 to 53 mm
Compression frequency	102 ±2 compressions per minute
Compression duty cycle	50 ± 5%
Compression modes (operator selectable)	• 30:2 (30 compressions followed by a 3 seconds ventilation pause) • Continuous compressions

9.3 Device physical specifications

Category	Specifications
Dimensions when assembled (H × W × D)	22.4 x 20.5 x 9.4 inches / 57 × 52 × 24 cm
Dimensions Carrying Bag with device inside (H × W × D)	25.6 x 13 x 9.8 inches / 65 × 33 × 25 cm
Weight of the device with the Battery	17.2 lbs / 7.8 kg

9.4 Device environmental specifications

Category	Specifications
Operating temperature	+32°F to +104°F / +0°C to +40°C - 4°F / -20°C for 1 hour after storage at room temperature
Storage temperature	-4°F to +158°F / -20°C to +70°C
Relative humidity	5% to 98%, non-condensing
IP classification (IEC60529)	IP 43
Operating input voltage	12-28 V DC
Atmospheric pressure	69 - 107 kPa, -1253 to 10 000 ft (-382 to 3048 m)

Recycling Information
Do not dispose of this product or its batteries in the unsorted municipal waste stream. Dispose of this product according to local regulations.

Appendix A Technical Specifications

The specifications provided in this chapter apply to the AutoPulse Resuscitation System Model 100.

A.1 Patient Parameters

The AutoPulse is designed for adults with weight of no more than 300 lbs. (136 kg) with chest circumference of 29.9 to 51.2 in. (76 to 130 cm) and chest width of 9.8 to 15 in. (25 to 38 cm).

Warning: The AutoPulse System is intended for use on adults, 18 years of age or older.

A.2 LifeBand

The latex-free LifeBand is for single-patient use only. The LifeBand consists of a cover plate and two bands integrated with a patient liner and compression pads with a Velcro® fastener.

A.3 Operating Parameters

Table A-1 Operating Parameters

Category	Specifications
Chest displacement	Equal to 20% reduction in anterior-posterior chest depth.
Physiological duty cycle	50 ± 5%.
Compression rate	80 ± 5 compressions per minute.
Compression modes (user selectable)	• 30:2 (30 compressions with two 1.5 second ventilation pauses) • 15:2 (15 compressions with two 1.5 second ventilation pauses) • Continuous compressions
Ventilation pause (30:2 and 15:2 mode)	Two pauses of 1.5 seconds.

A.4 Platform Physical

Table A-2 Physical Specifications

Category	Specifications
Size (L×W×H)	32.5 in. by 17.6 in. by 3.0 in. (82.6 cm by 44.7 cm by 7.6 cm).
Weight (excluding AutoPulse Battery)	20.5 lbs. (9.3 kg).
Display	Dot matrix liquid crystal display (LCD), actively backlit, adjustable contrast.

A.6 Battery Physical

Table A-4 Battery Specifications

Category	Specifications
Size (L×W×H)	11.5 in. by 3.2 in. by 2.2 in. (29.2 cm by 8.1 cm by 5.7 cm).
Weight	5.1 lbs. (2.3 kg).
Type	Rechargeable Nickel-Metal Hydride (NiMH)
Battery voltage (nominal)	32.4V
Capacity	3200 mAh (typical)
Initial Battery runtime (nominal patient)	30 minutes (typical)
Maximum Battery charge time	Less than $4^1/_4$ hours at 77°F (25°C)
Battery test-cycle time	Less than 10 hours per test-cycle session; up to three consecutive sessions possible.
Required replacement interval	100 full charge/discharge cycles. **Note:** The Battery will not operate after 100 full charge/discharge cycles.

BoundTree medical
PARTNERS IN EMS
PRODUCTS. EQUIPMENT. SERVICES

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Search life band Quick Order Customer Service

Product Categories:

CLEARANCE

Airway / Oxygen Delivery
- Anesthetics
- BVM Parts / Access
- BVM, Disposable
- BVM, Reusable
- CPR Masks & Shields
- Decompression & Cric
- ET Tube Holders
- ET Tubes, Stylette
- ET Tubes, Cuffed
- ET Tubes, Uncuffed
- HME / Filters
- Humidifiers
- Intubation Aids
- Intubation Kits
- Laryngoscope Handles
- Laryngoscope Parts
- Laryngoscopes, FO
- Laryngoscopes, LED
- Laryngoscopes, STD
- MDI'S
- Nasal Cannula
- Nebulizers
- Non-Rebreather Masks
- NPA, Adjustable Flange
- NPA, Fixed
- O2 Parts & Access.
- Oral Airways
- Oxygen Tubing
- Peak Flowmeters
- Pediatric O2 Care
- Pneumothorax
- Rebreather Masks
- Specialty Masks
- Specialty Tubes
- Stylettes
- Video Laryngoscopes

Apparel / Uniforms

Diagnostics

Equipment Bags

First Aid

Immobilization

Infection Control

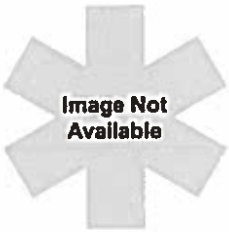
Instruments / Personal

Home > Airway / Oxygen Delivery > O2 Parts & Access. > Zoll Lifeband, CPR Aid

PRINT SHARE

Zoll Lifeband, CPR Aid

ZOLL MEDICAL CORP



The LifeBand is a load-distributing band (LDB) that consists of a cover plate and two bands integrated with a compression pad with a Velcro fastener Attached to the AutoPulse Platform, the LifeBand is automatically adjusted to the patient and provides compressions to the patient's chest in the region of the heart. The latex-free LifeBand is a single-use component that is attached to the AutoPulse Platform before each use

For use with the Zoll AutoPulse 100 Non-Invasive Cardiac Support Pump

View monthly usage

PLEASE NOTE: *In some instances, product photos may vary from actual product models, sizes and/or colors listed below*

Product	Item #	Sold by	List Price	Your Price	Qty
Zoll Lifeband, CPR Aid	2443-10112	EA	$245.99	$196.79	0

Add to Supply List ? Add to Cart

IV / Drug Delivery
Kits
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Monitoring / Defibrillation
Oxygen Equipment
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Tilting for perfusion: Head-up position during cardiopulmonary resuscitation improves brain flow in a porcine model of cardiac arrest

Guillaume Debaty, Sang Do Shin, Anja Metzger, Taeyun Kim, Hyun Ho Ryu, Jennifer Rees, Scott McKnite, Timothy Matsuura, Michael Lick, Demetris Yannopoulos, Keith Lurie

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College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	15-0755	**Version:**	1	**Name:**	Brazos Valley Trash Valet & Recycling
Type:	Franchises			**Status:**	Consent Agenda
File created:	12/17/2015			**In control:**	City Council Regular
On agenda:	1/14/2016			**Final action:**	
Title:	Presentation, possible action, and discussion on the first of two readings of a franchise agreement with Brazos Valley Trash Valet & Recycling; for the collection of recyclables from commercial businesses and multi-family locations.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	BVTVR Franchise Agreement 12-28-15				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion on the first of two readings of a franchise agreement with Brazos Valley Trash Valet & Recycling; for the collection of recyclables from commercial businesses and multi-family locations.

Relationship to Strategic Goals:

- Sustainable City

Recommendation(s): Staff recommends approval of this franchise agreement.

Summary: The proposed agreement would allow Brazos Valley Trash Valet & Recycling to collect recyclables from commercial businesses and multi-family locations within the City of College Station. The company will be responsible for developing onsite collection of recyclables so as not to interfere with the collection of municipal solid waste (MSW).

Budget & Financial Summary: N/A

Attachments:

1. Franchise Ordinance

ORDINANCE NO. _____

RECYCLABLES COLLECTION FRANCHISE AGREEMENT

AN ORDINANCE GRANTING CONTRACTOR, PROFESSIONAL TRASH VALET, LLC DBA BRAZOS VALLEY TRASH VALET & RECYCLING, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION ("CITY") FOR THE PURPOSE OF PROVIDING COLLECTION OF RECYCLABLES FROM COMMERCIAL BUSINESSES AND MULTIFAMILY RESIDENCES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.

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

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

WHEREAS, the City of College Station desires to exercise the Charter's authority and grant a non-exclusive franchise to Contractor for collection of certain Recyclables generated from Commercial Businesses and Multifamily Residences residing in City limits.

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

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ARTICLE I. DEFINITIONS

1.1 **Agreement** means this Franchise Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclables within the City limits.

1.2 **Approved Customers** means those designated premises located within the City that generate Recyclables.

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

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

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

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

1.7 **Collection** means the scheduled aggregation of Recyclables by Contractor.

1.8 **Construction and Demolition Debris** means buildings material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.

1.9 **Contaminated** means Recyclables mixed with solid waste or altered in a way that results in materials being unrecyclable or un-compostable.

1.10 **Contractor** means the Contractor franchised for the collection of Recyclables.

1.11 **Customers** means the locations designated by the City as a Commercial Business or Multifamily Residence.

1.12 **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product.

1.13 **Receptacle** means a weatherproof container easily identifiable and designated for recycling or organic waste collection and shall not be made of any temporary materials.

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

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

1.16 **Roll-Off / Compactor** means a container of varying capacity used for Recyclables collection.

1.17 **TAC** means the Texas Administrative Code now and as amended.

1.18 **TCEQ** means the Texas Commission on Environmental Quality.

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

2.1 **Non-Exclusive.** City grants Contractor a non-exclusive franchise to operate and establish Recyclables collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right. City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for Recyclables collection. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.

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

2.3 **Option to Market Materials.** If City develops services or programs resulting in materials that may be recycled or composted, including but not limited to residential, multifamily, or commercial recycling or composting, the City shall have the option to market those to any contractor.

2.4 **Contract with City.** If City and Contractor contract for the collection and recycling or composting of materials, those terms will be incorporated into this Agreement by amendment.

ARTICLE III. PAYMENT AND TERM

3.1 **Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

a. A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.

b. A fee is required, equivalent to six and one half percent (6.5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least fifty-five percent (55%) but less than sixty percent (60%) of Recyclables collected.

c. A fee is required, equivalent to eight percent (8%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting less than fifty-five percent (55%) of Recyclables collected.

3.2 **Payments.** Revenue received by Contractor from this Agreement is subject to the Franchise Fee and shall be computed into Contractor's monthly gross revenues, delivery revenues, hauling revenues, and rates, as described in **Exhibit A**. Payment will be paid quarterly to the City, and shall be due by the twentieth (20th) day of the month following the end of the previous calendar quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding account balance under Article V.

3.3 **Failure to Pay.** Failure by Contractor to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XV. General Terms of this Agreement (Termination for Cause).

3.4 **Franchise Fee Requirements.** Payments must state on a form approved by the City:

a. The number and type of Customers collected from, for the previous quarter, for Customers included in this Agreement.
b. The total tons recycled or composted, regardless of origin of collection.
c. The total gross revenues for the previous calendar quarter, for revenues generated under this agreement.
d. The total payment amount

3.5 **Term.** The term of this Agreement shall be for a period of five (5) years, beginning on the date of acceptance and approval by City Council.

ARTICLE IV. ACCESS TO RECORDS & REPORTING

4.1 **Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.

4.2 **Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of Recyclables collected, processed, and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclables. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.

4.3 **Records Retention.** Contractor shall retain all records associated with this Agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City marked confidential or proprietary shall remain confidential or proprietary pursuant to the Texas Open Records Act.

4.4 **Activity Report**. Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. This report is due to the City's Representative no later than the twentieth (20th) calendar day of each month. Contractor's report shall include the following information:

a. The Customer collection count, itemized by customer type.
b. Total tonnage of Recyclables collected, itemized by type of material, regardless of origin of collection.
c. Total tonnage of Recyclables collected, but not recycled or composted due to rejection and the disposition of those materials.
d. Copy of weight tickets from all forms of processing and disposal site(s) in accordance with Article X. Disposal and Processing.

e. Reports of all complaints and investigations concerning the collection of Recyclables and the actions taken by Contractor in response to complaints.

f. Any other information concerning the Recyclables collection as required by the City's Representative.

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

5.1 The Contractor shall follow the Schedule of Rates attached hereto as **Exhibit A** for the services described herein. The rates provided shall be kept current and made available to the City's Representative within thirty (30) days of an adopted rate change. The Contractor agrees to use due diligence to keep costs from increasing.

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

6.1 **Equipment.** Contractor shall ensure all collection equipment and vehicles are attractively painted, well maintained and are in good working condition. Equipment must be washed at least one time per week. Equipment and vehicles must have sufficient carrying capacity for safe and efficient Recyclables collection. The City shall have the right to inspect and approve the appearance of collection equipment. A standby vehicle shall be available at all times for Recyclables collection.

6.2 **Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement. Contractor's roll-offs, compactors, and receptacles must be clearly marked as used for Recyclables collection in letters at least twelve inches (12") in height on each side of the container.

6.3 **Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work pants.

ARTICLE VII. COLLECTION AND TRANSPORT OF RECYCLABLES

7.1 **Transport.** The Contractor shall only transport collected Recyclables for storage, processing, disposal, or other necessary handling to locations in a manner permitted by the terms of this Agreement as well as federal, state, and local law. This Agreement does not authorize Contractor to utilize the streets, alleys, and public ways to dispose of municipal solid waste or any other type of waste intended for disposal from any other project.

7.2 **Cover.** During transport of Recyclables all vehicles shall be covered to prevent release of litter.

ARTICLE VIII. PLACEMENT OF RECEPTACLES

8.1 **Placement.** All roll-offs, compactors, and receptacles placed in service shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall Contractor place roll-offs, compactors, or receptacles on public streets, alleys, or thoroughfares without prior approval of the City's Representative. City reserves the right to designate the exact location of any or all roll-offs, compactors, or containers placed in service in the City.

8.2 **City Collection.** Recyclables collection shall not interfere with the City's collection of municipal solid waste. Under no circumstances shall contractor place roll-offs, compactors, or receptacles in existing enclosures designated for City roll-offs, compactors, and receptacles.

ARTICLE IX. SERVICE COMPLAINTS

9.1 **Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.

9.2 **Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.

9.3 **Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with Article IV. Access to Records & Reporting.

9.4 **Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars ($300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall invoice the Contractor such charges.

ARTICLE X. DISPOSAL AND PROCESSING

10.1 **Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWMA, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.

10.2 **Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.

10.3 **Disposal.** In no case shall any Recyclable or Compostable Materials be disposed in a landfill.

ARTICLE XI. VIOLATION AND PENALTY

11.1 **Fine.** It shall be unlawful for any person, firm or corporation violating any provision or term of this Agreement and they shall receive a citation and fine not to exceed $2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.

11.2 **Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

ARTICLE XII. INSURANCE

12.1 The Contractor shall procure and maintain, at its sole cost and expense for the term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.

12.2 The Contractor's insurance shall list the City of College Station, its employees, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C.**

ARTICLE XIII. INDEMNIFICATION AND RELEASE

13.1 **Indemnification. Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work and services done by the Contractor under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole**

or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

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

ARTICLE XIV. DISPUTES AND MEDIATION

14.1 Disputes. If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

14.2 Mediation. If the parties not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.

14.3 Other Remedies. If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

ARTICLE XV. GENERAL TERMS

15.1 Performance. Contractor, its employees, associates, or subcontractors shall perform all the services in a professional manner and be fully qualified and competent to perform those services.

15.2 Termination.

a. **For Convenience.** At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' notice. City shall be compensated for outstanding Franchise Fees.

b. **For Cause.** City also may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.

c. **Hearing.** This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.

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

15.4 Amendment. This Agreement may only be amended by written instrument approved and executed by the parties.

15.5 Taxes. The City is tax exempt and is not responsible for the payment of any taxes.

15.6 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statues, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

15.7 Waiver of Terms. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

15.8 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.

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

15.10 Entire Agreement. This Agreement represents the entire agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

15.11 Agree to Terms. The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.

15.12 Effective Date. According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.

15.13 Notice. Any official notice under this Agreement will be sent to the following addresses:

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

Brazos Valley Trash & Recycling
Attn: Ricky Hux
3515B Longmire Dr #205
College Station, TX 77845
rhux@bvtrashvalet.com

15.14 List of Exhibits. All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

A. Schedule of Rates
B. Insurance Requirements
C. Certificates of Insurance

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

a. First Consideration & Approval on the 14th day of January, 2016.

b. Second Consideration & Approval on the 28th day of January, 2016.

BRAZOS VALLEY TRASH VALET & RECYCLING

By: Ricky Hux

Printed Name: Ricky Hux

Title: **Owner/Member**

Date: 10/15/15

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

_____
City Secretary
Date: _____

APPROVED:

_____
City Manager
Date: _____

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A. SCHEDULE OF RATES

Contractor's base rate is $19.95 per month, and may increase, depending on a variety of conditions, including but not limited to:

- Location of Customer,
- Impact on Existing Routes,
- Ingress and Egress Capabilities,
- Special Requests by Customers,
- Frequency of Collections,
- Volume of Materials,
- Type of Materials,
- External Contributing Conditions of Market Costs.

EXHIBIT B. INSURANCE REQUIREMENTS

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

I) Standard Insurance Policies Required:

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

II) General Requirements Applicable to All Policies:

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

III) Commercial General Liability

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

E) The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV) Business Automobile Liability

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

B) Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain

C) Combined Single Limit of Liability not less than $1,000,000 per occurrence for bodily injury and property damage.

D) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page

E) The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

V) Workers' Compensation Insurance

A) Workers compensation insurance shall include the following terms:

1) Employer's Liability minimum limits of liability not less than $500,000 for each accident/each disease/each employee are required
2) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
3) TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

EXHIBIT C. CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/10/2015

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
Spring Insurance Agency,
6605 Cypresswood Drive
Suite 400
Spring TX 77379

CONTACT NAME: Kay Dockins
PHONE (A/C, No, Ext): (832)494-1963 FAX (A/C, No): (281) 370-2925
E-MAIL ADDRESS: kay@springinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Acceptance Indemnity	
INSURER B : Essex Isnurance Co	
INSURER C : Republic Insurance Group	
INSURER D : Service Lloyds Insurance	
INSURER E :	
INSURER F :	

INSURED
Professional Trash Valet LLC
3515 B Longmire Dr., Ste. 205
College Station TX 77845-5271

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	X COMMERCIAL GENERAL LIABILITY			CP00148450	02/18/2015	02/18/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ Included
	OTHER:							$
C	AUTOMOBILE LIABILITY			BAP5523879	02/18/2015	02/18/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB / X OCCUR			EZXS10659	02/18/2015	02/18/2016	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED / RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SRZG28314-15	10/19/2015	10/19/2016	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF COLLEGE STATION IS NAMED AS ADDITIONAL INSURED FORM CG2010 0704 ON THE GENERAL LIABILITY AND NAMED ON THE AUTO LIABILITY POLICY.
WAIVER OF SUBROGATION IN FAVOR OF CITY OF COLLEGE STATION ON THE GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION POLICIES.
THIRTY (30) DAY NOTICE OF CANCELLATION IN FAVOR OF CITY OF COLLEGE STATION EXCEPT TEN (10) DAYS FOR NONPAYMENT OF PREMIUM.
SUBJECT TO POLICY CONDITIONS, LIMITATIONS, AND EXCLUSIONS.

CERTIFICATE HOLDER

CITY OF COLLEGE STATION
P O BOX 9960
COLLEGE STATION TX 77842-

AI 023061

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Legislation Details (With Text)

File #:	15-0756	**Version:**	1	**Name:**	BVCOG Grant Resolution
Type:	Resolution			**Status:**	Consent Agenda
File created:	12/17/2015			**In control:**	City Council Regular
On agenda:	1/14/2016			**Final action:**	
Title:	Presentation, possible action, and discussion on a resolution approving a Texas Commission on Environmental Quality (TCEQ) and Brazos Valley Council of Governments Solid Waste Grant Application (BVCOG) in the amount of $9,500.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	FY16 CS Resolution.pdf FY16 Grant Application.pdf FY 16 Certification-of-Compliance-with-State-Laws.pdf				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion on a resolution approving a Texas Commission on Environmental Quality (TCEQ) and Brazos Valley Council of Governments Solid Waste Grant Application (BVCOG) in the amount of $9,500.

Relationship to Strategic Goals:

- Sustainable City

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

Summary: The Brazos Valley Council of Governments (BVCOG) is now accepting Requests for Project Applications. BVCOG has limited funding from the Texas Commission on Environmental Quality (TCEQ) for FY 2016 solid waste implementation project grants.

The City of College Station Public Works Staff has completed the grant application and is requesting funding in the amount of $9,500 to purchase My-Waste Website Plugin, Brazos Valley Earth Day advertising, and educational materials. These materials will help educate the public about the 4 R's of Recycling: Reduce, Reuse, Recycle, and Rebuy.

Brazos Valley Earth Day continues to grow every year; the funding will allow the City of College Station to continue participation as a Hosting Entity alongside City of Bryan, TAMU, Brazos Valley Council of Governments, Keep Brazos Beautiful, and Brazos Valley Solid Waste Management Agency, Inc. The last Earth Day hosted at Wolf Pen Creek on April 18 was attended by more than 3,500 residents.

Budget & Financial Summary: N/A

Attachments:

1. Resolution
2. Grant Application
3. Certification of Compliance

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE BRAZOS VALLEY COUNCIL OF GOVERNMENTS FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ACT ON BEHALF OF THE CITY OF COLLEGE STATION IN ALL MATTERS RELATED TO THE APPLICATION AND GRANT PROJECT; PLEDGING THAT IF A GRANT IS RECEIVED THE CITY OF COLLEGE STATION WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE BRAZOS VALLEY COUNCIL OF GOVERNMENTS, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND ANY APPLICABLE LAWS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the BRAZOS VALLEY COUNCIL OF GOVERNMENTS is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation of the COG's adopted regional solid waste management plan; and

WHEREAS, the CITY OF COLLEGE STATION, Texas is qualified to apply for grant funds under the Request for Applications.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS;

Part 1: That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby, found, declared, and adjudicated to be true and correct.

Part 2: That the City Manager or his designee is authorized to request grant funding under the BRAZOS VALLEY COUNCIL OF GOVERNMENTS Request for Applications of the Regional Solid Waste Program in the amount of $9,500.00 to be used to educate College Station Residents about the importance of Waste Reduction and Recycling through Brazos Valley Earth Day and the My-Waste website plugin, and to act on behald of THE CITY OF COLLEGE STATION in all matters related to the grant application and any subsequent grant contract and grant project that may result.

Part 3: That if the grant gunds are received, THE CITY OF COLLEGE STATION will comply with the grant requirements of the BRAZOS VALLEY COUNCIL OF GOVERNMENTS, Texas Commission on Environmental Quality and any applicable laws.

Part 4: The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant. Those activities will comply with

and support, as applicable, the regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

Part 5: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of January, 2016.

ATTEST:

_____

CITY SECRETARY

APPROVED:

_____

MAYOR

APPROVED:

_____

CITY ATTORNEY

FY 2016
Regional Solid Waste
Grants Program

II-B
Implementation Project
Grant Application
Instructions and Forms

Waste Permits Division
Texas Commission on Environmental Quality

BRAZOS VALLEY COUNCIL OF GOVERNMENTS
FY 2016 Regional Solid Waste Grants Program

Form 1. Application Information and Signature Page

City of College Station	**$9,500**
Applicant:	Funding Amount Proposed:
P.O. Box 9960	979-764-6229
College Station, TX 77842	Phone:
Address	979-764-3489
	Fax:
Heather Woolwine	**1/28/2016**
Contact Person	Date Submitted:

Project Category

- ☐ Local Enforcement
- ☐ Litter and Illegal Dumping Cleanup and Community Collection Events
- ☐ Source Reduction and Recycling
- ☐ Local Solid Waste Management Plans
- ☐ Citizens' Collection Stations and "Small" Registered Transfer Stations
- ☐ Household Hazardous Waste (HHW) Management
- ☐ Technical Studies
- ☒ Educational and Training Projects

Signature

By the following signature, the Applicant certifies that it has reviewed the certifications, assurances, and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application.

	Recycling & Environmental Compliance Mgr
Signature	Title
Heather Woolwine	12/4/2015
Typed/Printed Name	Date

For Use By BRAZOS VALLEY COUNCIL OF GOVERNMENTS

Date application was received:_____
Does the application meet all of the required screening criteria: _____ Yes _____No
Is the application administratively complete: _____ Yes _____No

Form 2. Authorized Representatives

The Applicant hereby designates the individual(s) named below as the person or persons authorized to receive direction from the BVCOG, to manage the work being performed, and to act on behalf of the Applicant for the purposes shown:

1. **Authorized Project Representative.** The following person is authorized to receive direction, manage work performed, sign required reports, and otherwise act on behalf of the Applicant.

	Recycling & Environmental Compliance Mgr
Signature	Title
Heather Woolwine	12/4/2015
Typed/Printed Name	Date

2. **Authorized Financial Representative.** In addition to the authorized project representative, the following person is authorized to act on behalf of the Applicant in all financial and fiscal matters, including signing financial reports and requests for reimbursement.

	Assistant City Manager
Signature	Title
Jeff Kersten	12/4/2015
Typed/Printed Name	Date

Resolution

Form 6: Project Summary

Form 6a. Project Description

Educational & Training Projects - $9,500

These items include Brazos Valley Earth Day advertising, educational materials, and the renewal of the My-Waste Website Plugin. The purchase of these items will allow the City of College Station to effectively and efficiently communicate the recycling program information in residential, multi-family, and commercial waste areas. These communication efforts will continue to effectively bring awareness and convenience to the City's recycling program, thus increasing participation and waste diversion rates. All of the educational items will be offered at no cost to residents. Participants may attend Brazos Valley Earth Day, download My-Waste, and use the Website Plugin at no charge.

All of the above listed projects align with the Brazos Valley Council of Governments (BVCOG) strategy to maximize recycling as a beneficial means of reducing municipal solid waste. College Station has set a goal of increasing the 2016 fiscal year (FY 16) tonnages by **15%** through the Curbside Recycling Program. Support of Brazos Valley Earth Day and the My-Waste website plugin has the potential to benefit more than 105,000 City of College Station residents and help College Station meet the FY 16 tonnage goal.

Brazos Valley Earth Day is a regional event hosted by the Cities of Bryan and College Station, Texas A&M University, Brazos Valley Council of Governments, Brazos Solid Waste Management Agency, Inc., and Keep Brazos Beautiful. This day celebrates the Earth and educates residents about the importance of taking care of the environment through waste reduction and recycling efforts along with other important environmental issues such as water and energy conservation. Local businesses and groups are able to display information and materials at no cost, offering residents a wide variety of information.

The My-Waste Website Plugin will allow the City of College Station Sanitation department to send out notifications easily, using the Content Management System. Residents will receive notifications in the form of an Email or Push Notification (phone). Notifications are sent immediately and can be targeted for specific zones affected that day by severe weather, construction, etc.

In-kind services supplied by the City will include but are not limited to, promoting the items on College Station's Channel 19, on the City's recycling website www.cstx.gov/recycle, through social media sites, City blogs, and via the City's monthly utility bill insert.

The City of College Station Sanitation & Recycling Division will provide $25,050 equivalent in-kind services as described above.

Form 6b. Project Cost Evaluation

BRAZOS VALLEY EARTH DAY

Cost estimate based on previous years' average expenses.

Grant Requested Funds - $6,000.00

In Kind - $12,525

MY-WASTE WEBSITE PLUGIN

Grant Requested Funds - $3,500

In Kind - $12,525

OVERALL REQUESTED FUNDING - $9,500
OVERALL IN KIND SERVICES - $25,050.

Through the purchases listed above, thousands of local residents will have better access to waste reduction and recycling education materials.

Form 6c. Level of Commitment of the Applicant

(add additional pages as necessary)

Provide information related to the Applicant's level of commitment to preferred solid waste management practices. If the proposed project is an ongoing service, demonstrate the ability to sustain the program beyond the term of the grant. Explain the extent to which the appropriate governing bodies support the proposed project.

Since 1991 the City of College Station has been committed to providing our local community with an environmentally conscious alternative to disposal practices. Since the year 2009, the City of College Station's Curbside Recycling Program and Commercial Recycling Program has diverted more than 70,000 tons of recyclable materials from entering the regional landfill.

Each year educational and policy measures are taken to communicate effectively the importance of recycling and waste reduction. The City is committed to improving the quality of life in the Brazos Valley through environmental stewardship and implementing waste reduction, recycling, and public education programs. The Council has adopted measures on being a Sustainable City by practicing wise stewardship of the natural resources and features needed to meet current demands without compromising the ability of future generations to do the same.

The City of College Station continues to search for new methods of source reduction and environmental awareness to extend the life of our natural resources and solid waste landfills. The City plans to sustain both programs beyond the term of this grant as long as they remain economically feasible.

List any previously demonstrated commitment to preferred solid waste management practice, such as: implementing other solid waste management projects; involvement in a local or subregional solid waste management plan or study; membership in Keep Texas Beautiful; or, participation with the TCEQ's Lake and Waterway Cleanup Program, or other TCEQ predecessor program, e.g., TCEQ's Clean Texas Program.

City of College Station maintained a Bronze Status through TCEQ's Clean Texas Program, 2007-2011 and participates in Solid Waste Management of North America (SWANA) and its local Texas Chapter.

If the proposed project has received previous grant funding under this program, explain to what extent the proposal involves expansion of current services or operations, and present quantifiable documentation of the success of the project in order to warrant further funding. Demonstrate a good record of past grant contractual performance.

In the FY2015 grant term, College Station achieved satisfactory and exceeded expectations on the Brazos Valley Council of Governments Performance Evaluation Report.

Form 6d. Scope of Work

Scope of Work for City of College Station

Purpose and Goal - To support the Brazos Valley Council of Governments (BVCOG) strategy to maximize recycling, waste reduction, and litter collection as a beneficial means of reducing municipal solid waste as well as community beautification.

Task 1 - Solicit bid requests and contact vendors for BVED advertising and media services.

i. Responsible Entity - City of College Station
ii. Schedule - by March 2016

Task 2- Provide necessary information to Municipal Media Corp. Recycle Calendars to customize My-Waste Website Plugin.

i. Responsible Entity - City of College Station
ii. Schedule - by March 2016.

Task 3- Publicize Brazos Valley Earth Day and My-Waste Website Plugin through media outlets made available by City of College Station's Public Communications Department. These outlets may include public service announcements on TV-19, press releases to local news affiliates and guest appearance radio spots on local stations.

i. Responsible Entity - City of College Station
ii. Schedule throughout the duration of the project.

Task 4- Ensure all materials, advertisements, and publications clearly state "Funded by the Texas Commission on Environmental Quality and the Brazos Valley Council of Governments."

i. Responsible Entity - City of College Station
ii. Schedule throughout duration of the project

Form 7. Grant Budget Summary

Please provide the following breakdown of the total amount of grant funding being requested:

Budget Category		Funding Amount
1.	Personnel/Salaries	$
2.	Fringe Benefits	$
3.	Travel	$
4.	Supplies	$
5.	Equipment	$
6.	Construction	$
7.	Contractual	$
8.	Other	$ 13,000
9.	**Total Direct Charges** *(sum of 1-8)*	$ **13,000**
10.	Indirect Charges*	$
11.	**Total** *(sum of 9 - 10)*	$ **13,000**

12. Fringe Benefit Rate:	% %	
13. Indirect Cost Rate:	% %	

Identify, in detail, each budget category to which your indirect cost rate applies and explain any special conditions under which the rate will be applied:

*In accordance with the UGMS, indirect charges may be authorized if the Applicant has a negotiated indirect cost rate agreement signed within the past 24 months by a federal cognizant agency or state single audit coordinating agency. Alternatively, the Applicant may be authorized to recover up to 10% of direct salary and wage costs (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation. If you have an approved cost allocation plan, please enclose documentation of your approved indirect rate.

Please complete any of the following detailed budget forms that are applicable.

Form 7a: Detailed Matching Funds/In-Kind Services

This budget form should be completed if the Applicant is providing any level of matching funds or in-kind services directly related to the proposed project.

Matching Funds: $

In the space below, please explain in detail the application of any matching funds to be provided by the Applicant, as directly related to the proposed project:

In-Kind Services: $25,050 (monetary equivalent)

In the space below, please explain in detail the application of any in-kind services to be provided by the Applicant, as directly related to the proposed project:

Utility Bill Inserts & Media Advertising– 2 months @ $25,050 ($12,525)

Social Media Advertising, Blogs, Local Radio, TV Guest Appearances, Website Hosting, & E-Newsletters.

What is the TOTAL COST of the proposed project, considering the total grant funding requested, any matching funds being provided by the Applicant, and the monetary equivalent of any in-kind services being provided by the Applicant:

$25,050.00

Form 7h: Detailed Other Expenses

This budget form provides a more detailed breakdown of the total other expenses indicated on Line 8 of the Overall Budget Summary. *Please note that the final totals are at the bottom of the next page.*

Basic Other Expenses

Please identify the basic "Other" category expenses you expect to incur appropriate to the project.

Basic Other Expenses	Estimated Cost
Advertising/public notices BVED Ads, promotional items	$ 6,000

Additional Other Expenses

Additional Other Expenses	Unit Cost	No. of Units	Total Cost
Computer software (itemize each expense below including description, type, model, etc.): My Waste Website Plugin	$ 3,500	1	$3,500
Total Other Expenses (Must equal Line 8 of the Overall Budget Summary)		$ 9,500.00	

Project Application

BRAZOS VALLEY COUNCIL OF GOVERNMENTS
P.O. DRAWER 4128 · BRYAN, TEXAS 77805-4128

CERTIFICATION OF COMPLIANCE WITH
STATE LAWS AND REGULATIONS

I, Mayor Nancy Berry, certify that I am aware that local and Regional political subdivisions that are barred from participating in state contracts by the State Comptroller's of Public Accounts (CPA) under the provisions of §2155.077, Texas Government Code, and Title 1 TAC (Texas Administrative Code) §113.02, CPA (formerly under the Texas Building and Procurement Commission – TBPC) Regulations, are not eligible to receive subgrant funds from the Brazos Valley Council of Governments.

I further certify that the City of College Station is not barred from participating in the state contracts by the State Comptroller's of Public Accounts (CPA) under the provisions of §2155.077, Texas Government Code, and Title 1 TAC (Texas Administrative Code) §113.02, CPA (formerly under the Texas Building and Procurement Commission – TBPC) Regulations.

CERTIFICATION TO ALLOW PUBLIC REVIEW OF PENDING APPLICATION
REGIONAL SOLID WASTE MANAGEMENT GRANTS PROGRAM

I, Mayor Nancy Berry of City of College Station hereby certify that the Regional Solid Waste Management Grants Program application submitted by City of College Station is available for public review at the local office located at College Station City Hall the regional council of government's office. This release of information is effective for any party that may be interested in reviewing this Regional Solid Waste Management Grants Program application. I hereby waive any authorization under the Texas Open Records Act to keep this information confidential until the competition has been completed.

Mayor Nancy Berry _____
Printed Name

_____
Signature

_____
Date

OFFICES AT 3991 EAST 29TH STREET ADMINISTRATION PHONE 979/595-2800
Email: info@bvcog.org FAX 979/595-2810

Legislation Details (With Text)

File #:	15-0757	**Version:**	1	**Name:**	ITS Master Plan Change Order
Type:	Contract			**Status:**	Consent Agenda
File created:	12/17/2015			**In control:**	City Council Regular
On agenda:	1/14/2016			**Final action:**	
Title:	Presentation, possible action, and discussion regarding a contract change order (Contract No. 15-157) with Iteris, Inc. for a modification to the equipment type and/or quantity identified in the original contract for the implementation of the first phase of the ITS Master Plan. Additionally, the increase in cost documents the purchase of servers for video storage. The total increase in cost of this of this change order is $37,376.00, and the City will be reimbursed by TAMUS for the purchase of the video storage servers.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding a contract change order (Contract No. 15-157) with Iteris, Inc. for a modification to the equipment type and/or quantity identified in the original contract for the implementation of the first phase of the ITS Master Plan. Additionally, the increase in cost documents the purchase of servers for video storage. The total increase in cost of this of this change order is $37,376.00, and the City will be reimbursed by TAMUS for the purchase of the video storage servers.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

Recommendation(s): Staff recommends ratification of the executed change order.

Summary: In February 2015, City County approved a contract with Iteris in the amount of $971,262 for services and equipment necessary to implement the first phase of the ITS Master Plan. In the time period between the completion of the ITS Master Plan and the execution of the Iteris contract, some of the equipment in the field changed. Additionally, funding for the Bryan-College Station Mobility Initiative (BCSMI) was running out, so the City considered video management software that was less expensive and more flexible than was used with the BCSMI effort. Finally, during some discussions with the Texas A&M Transportation Institute (TTI), an opportunity to address a city Police Department request was discovered. TTI suggested that a portion of the funds expected to be received from TAMUS as defined in the ILA approved by Council on June 25, 2015 could be used to purchase some video storage servers. This change order covers these changes to the initial contract.

Budget & Financial Summary: A budget of $5,425,000 is included for this project in the Street Capital Improvement Projects Fund. The budget includes $850,000 that is expected to be received by TAMUS as defined in an ILA. The City will be

reimbursed the cost of the video storage servers, by TAMUS as part of the ILA.

Attachments:

1. Change Order on file in the City Secretary's Office

College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	15-0758	**Version:**	1	**Name:**	Royder Road Expansion
Type:	Contract			**Status:**	Consent Agenda
File created:	12/17/2015			**In control:**	City Council Regular
On agenda:	1/14/2016			**Final action:**	
Title:	Presentation, possible action, and discussion on a professional services contract (Contract No. 16300174) with Jones & Carter, Inc. in the amount of $60,000 for the Preliminary Engineering Report (PER) for the Royder Road Expansion Project.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Royder Road Overview - 20151207.pdf				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion on a professional services contract (Contract No. 16300174) with Jones & Carter, Inc. in the amount of $60,000 for the Preliminary Engineering Report (PER) for the Royder Road Expansion Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: The scope of this contract includes topographic mapping, traffic studies, a storm drainage study, TxDOT drainage coordination, roadway conceptual design, and a Preliminary Engineering Report (PER). The topographic mapping will include updating previous topographic maps with existing drainage, new sanitary sewer rims, and locating new underground utilities. The traffic study will include collecting 24-hour traffic volumes for roadway capacity analysis and signal warrant analysis of the Royder Road and Greens Prairie Trail intersection. The storm drainage study and TxDOT coordination will include Hydrologic and Hydraulic analysis along the corridor. The roadway conceptual design will include the development of roadway sections based on the traffic study recommendations and staff input. Finally, the PER will compile all analysis and recommendations, right-of-way needs, the conceptual roadway design, and a conceptual Engineer's estimate of probable construction cost. The limits of the project are Royder Road between Greens Prairie Trail and Greens Prairie Road; Greens Prairie Road between FM 2154/Wellborn Road and Royder Road. Roadway topographic mapping and boundary survey has been completed by consultant on a previous project.

Budget & Financial Summary: Funds in the amount of $4,930,000 are budgeted for this project in the Streets Capital Improvement Projects Fund.

Legal Review: Yes

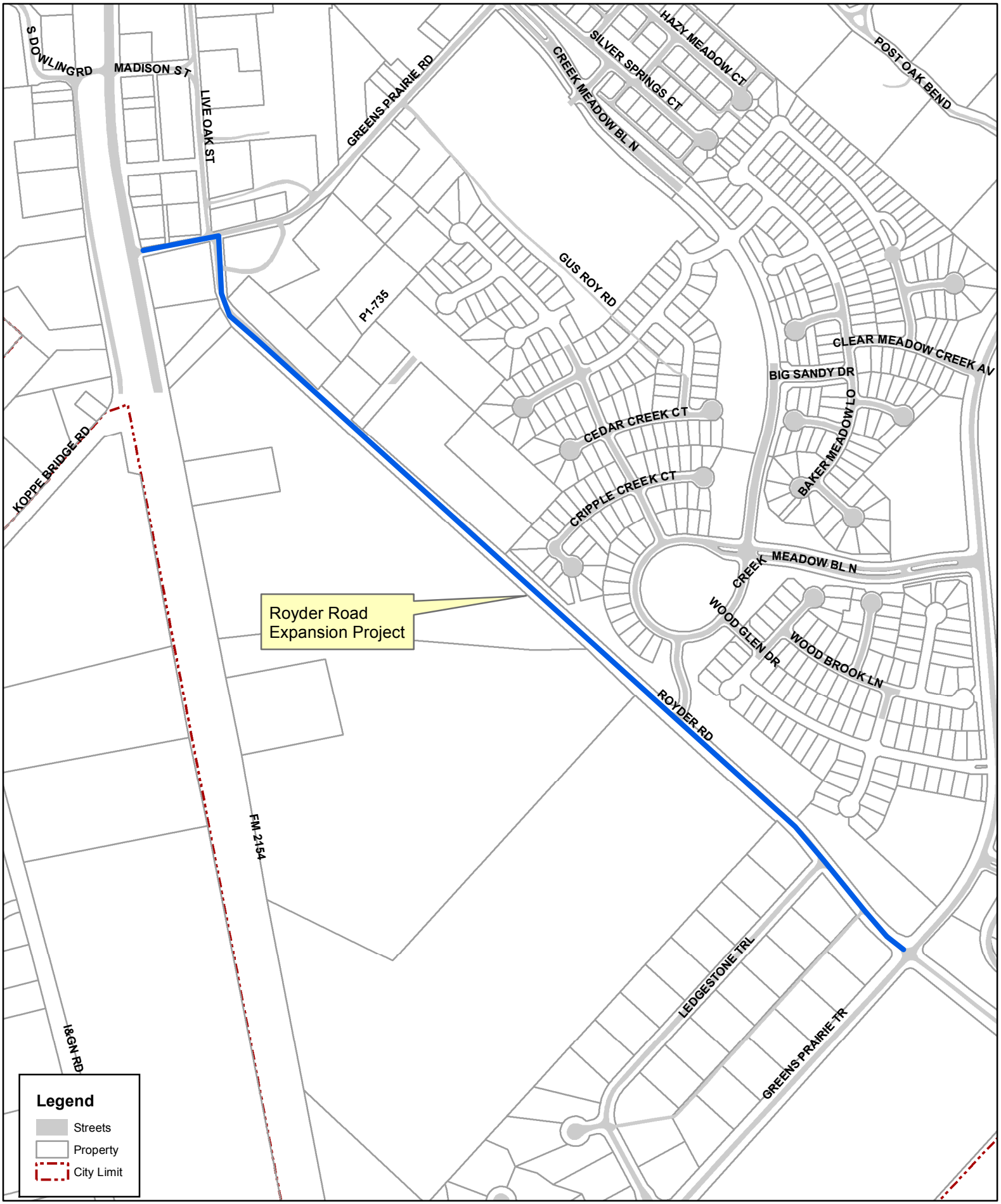
Attachments:

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

Royder Road Expansion Project

City of College Station

Plot Date: 12/7/2015



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	15-0760	**Version:**	1	**Name:**	Type D HMAC Renewal
Type:	Renewal			**Status:**	Consent Agenda
File created:	12/18/2015			**In control:**	City Council Regular
On agenda:	1/14/2016			**Final action:**	
Title:	Presentation, possible action, and discussion regarding a semi-annual price agreement for Type D Hot Mix Asphalt for street maintenance not to exceed $960,000 ($64.00 per ton) with Knife River .				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Renewal Acceptance 1.10.16 to 7.9.16.pdf				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding a semi-annual price agreement for Type D Hot Mix Asphalt for street maintenance not to exceed $960,000 ($64.00 per ton) with Knife River .

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: Invitation to Bid #14-021 received two competitive sealed bids. Knife River was the lowest responsible bidder. The City requested a quote for both annual and a semi-annual estimates. Staff has reviewed the bids, and recommends that Knife River be awarded a semi-annual price agreement, which can be renewed every six months for no more than five renewals (three years total). Knife River bid an estimated 15,000 tons at $64.00 per ton for a total not to exceed amount of $960,000.00. Any after hours, or emergency start up costs will be paid from this not to exceed amount.

This price agreement will support the maintenance operations in the Street Maintenance Division. HMAC Type D is the primary material used in the repair of asphalt pavement streets. It is used in both the asphalt base failure repair operations and by the crew of the pothole repair truck. The material needs to be purchased within a 40 mile radius of the City to maintain the optimum temperature of the mix and the proper chemical makeup.

Budget & Financial Summary: Funds are budgeted and available in the Street Maintenance Fund.

Attachments:

1. Third Renewal Letter for #14-021

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RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Bid 14-021, Semi-Annual Price Agreement for Hot Mix Type D to be picked up by City crews, in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed Nine Hundred Sixty Thousand and No/100 Dollars ($960,000.00).

Line Item Pricing:	
City Pick Up of Hot Mix Type D	$64.00/ ton
Emergency or After Hour Plant Start Up Fee	$1,800.00/ per event

I understand this renewal term will be for the period beginning January 10, 2016 through July 9, 2016. This is the fourth semi-annual renewal.

KNIFE RIVER CORPORATION SOUTH

By: Loring Knutson
Printed Name: LORING KNUTSON
Title: MATERIALS MANAGER
Date: 12/8/15

Legislation Details (With Text)

File #:	15-0762	**Version:**	1	**Name:**	Annual Electric Substation Maintenance Labor Contract
Type:	Contract			**Status:**	Consent Agenda
File created:	12/21/2015			**In control:**	City Council Regular
On agenda:	1/14/2016			**Final action:**	
Title:	Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Shermco Industries, Inc., in the amount of $290,957.66 for the Annual Electric Substation Maintenance Labor Contract #16300148, which includes $242,464.66 in scheduled work and potential additional/miscellaneous repairs as specified in the bid, and an additional 20% not to exceed cost of $48,492.93 as a contingency for unforeseen emergency work.				
Sponsors:	Timothy Crabb				
Indexes:					
Code sections:					
Attachments:	Tabulation (002).pdf				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Shermco Industries, Inc., in the amount of $290,957.66 for the Annual Electric Substation Maintenance Labor Contract #16300148, which includes $242,464.66 in scheduled work and potential additional/miscellaneous repairs as specified in the bid, and an additional 20% not to exceed cost of $48,492.93 as a contingency for unforeseen emergency work.

- Core Services and Infrastructure

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

Summary:
The Annual Electric Substation Maintenance Labor Contract is for supplemental labor and equipment to perform the required electric substation maintenance during the 2016 fiscal year. Estimated unit quantities were based on past work performed by contractors and were used to determine the annual estimate for labor cost.

On December 9, 2015, two (2) sealed bids were received in response to Invitation to Bid No. 16-032 for the 2016 Annual Electric Substation Maintenance Labor Contract. One of the bids did not include unit pricing, and took exceptions to the City's standard contract. Shermco Industries, Inc. was determined to be the lowest responsible bidder for this work at $242,464.66. As a contingency for unforeseen emergency repairs that may be needed during the year, an additional 20% ($48,492.93) has been added to the contract, for a total not to exceed amount of $290,957.59.

Budget & Financial Summary:

Funds for this item are budgeted for in the Electric Capital Improvements and Maintenance Project Funds.

Attachments:
Bid Tab #16-032

City of College Station - Purchasing Division
Bid Tabulation for #16-032
"2016 Annual Electric Substation Maintenance"
Open Date: Wednesday, December 9, 2015 @ 2:00 PM

				Shermco Industries, Inc.		Elecric Power Systems	
Annual Maintenance							
Group A							
Item	Qty.	Unit	Description	Unit Price	Total Price	Unit Price	Total Price
A-1	1	Ea	Commissioning of 25/33.3/46.6 MVA Power Transformer (Dowling Road Substation)	$20,224.50	$20,224.50		$0.00
A-2	1	Ea	Commissioning of 25/33.3/46.6 MVA Power Transformer (Northgate Substation)	$20,224.50	$20,224.50		$0.00
A-3	101	Ea	Relay Testing and Calibration	$156.66	$15,822.66		$0.00
A-4	2	Ea	15 kV Circuit Breaker Replacement	$8,891.00	$17,782.00		$0.00
A-5	1	Ea	15 kV Circuit Breaker Instalation	$8,891.00	$8,891.00		$0.00
A-6	1	Ea	Mobilization	$3,440.00	$3,440.00		$0.00
			Group A Total	$86,384.66		$0.00	
Group B							
Item	Qty.	Unit	Description	Unit Price	Total Price	Unit Price	Total Price
B-1	18	Ea	145 kV CCVT Replacement	$1,571.80	$28,292.40		$0.00
B-2	5	Ea	145 kV Oil Circuit Breaker Replacement	$25,557.52	$127,787.60		$0.00
			Group B Total	$156,080.00		$0.00	
			Annual Maintenance Total	$242,464.66		$438,832.00	
As Needed Maintenance							
Group C							
Item	Qty.	Unit	Description	Unit Price		Unit Price	
C-1	1	Ea	Insulating Oil Testing	$260.00			
C-2	1	Ea	Oil-Dissolved Gas Testing	$260.00			
C-3	1	Gal	Insulating Oil Reconditioning	$7.40			
C-4	1	Ea	Insulator Power Factor Testing	$5,850.00			
C-5	1	Ea	Relay Testing and Calibration	$1,030.00			
C-6	1	Ea	15 kV Circuit Breaker Maintenance	$2,235.00			
C-7	1	Ea	Battery Load Test	$2,235.00			
C-8	1	Ea	Power Transformer Tap Changer Maintenance	$5,250.00			
C-9	1	Ea	Cooling Fan Replacement	$260.00			
C-10	1	Ea	Power Transformer 138 kV Bushing Replacement	$2,795.00			
C-11	1	Ea	Power Transformer Auxiliary Equipment Replacement	$130.00			
C-12	1	Ea	Ground Grid Resistance Testing	$1,040.00			
C-13	1	Ea	138 kV Lightning Arrester Replacement	$780.00			

City of College Station - Purchasing Division
Bid Tabulation for #16-032
"2016 Annual Electric Substation Maintenance"
Open Date: Wednesday, December 9, 2015 @ 2:00 PM

				Shermco Industries, Inc.		Elecric Power Systems	
Group D							
Item	Qty.	Unit	Description	Hourly Rate	Overtime/ Holiday Rate	Hourly Rate	Overtime/ Holiday Rate
D-1	1	Ea	Certified Welder	$110.00	$165/$220		
D-2	1	Ea	Draftsman	$130.00	$195/$260		
D-3	1	Ea	Engineer	$130.00	$195/$260		
D-4	1	Ea	Equipment Operator	$110.00	$165/$220		
D-5	1	Ea	Foreman	$110.00	$165/$220		
D-6	1	Ea	Helper/Apprentice	$110.00	$165/$220		
D-7	1	Ea	Journeyman	$110.00	$165/$220		
D-8	1	Ea	Relay Technician	$130.00	$195/$260		
D-9	1	Ea	Substation Electrician/Technician	$110.00	$165/$220		
D-10	1	Ea	Substation Mechanic	$110.00	$165/$220		
D-11	1	Ea	Superintendent/Supervisor	$120.00	$180/$240		
D-12	1	Ea	Truck with all hand tools	Included			
D-13	1	Ea	Crane 15 ton	$395.00			
D-14	1	Ea	Forklift 8000 lb.	$50.00			
D-15	1	Ea	Manlift 60 foot	$50.00			
D-16	1	Ea	Welding Rig (metal/aluminum including benders)	$110.00			
D-17	1	Ea	Trailer 18-24 foot	N/A			
D-18	1	Ea	Oil filter press	$50.00			
D-19	1	Ea	Relay test set	$110.00			
D-20	1	Ea	Doble Engineering PF test set	$110.00			
D-21	1	Ea	Polymeter with phase angle	$110.00			
			Bid Certification	Y		Y	
			Bid Bond	Y		Y	
			Exceptions	- Line item A-3 total corrected using unit price provided.		- No Unit Pricing Provided - Exceptions taken to the standard contract	

College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	15-0763	**Version:**	1	**Name:**	Electric Substation Painting
Type:	Contract			**Status:**	Consent Agenda
File created:	12/21/2015			**In control:**	City Council Regular
On agenda:	1/14/2016			**Final action:**	
Title:	Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Seacor Painting, Inc. in the amount of $161,600 for the purposes of painting 4 electric substations.				
Sponsors:	Timothy Crabb				
Indexes:					
Code sections:					
Attachments:	Tabulation.pdf				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Seacor Painting, Inc. in the amount of $161,600 for the purposes of painting 4 electric substations.

- Core Services and Infrastructure

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

Summary:
Substation equipment at the Greens Prairie, Post Oak, Switch Station, and Southwood Valley electric substation sites was last painted in September of 1999. It is proposed to paint equipment at these substations using a flow coat method to protect the surface metal from rust and to help with oil cooling. Painting would include both energized and de-energized equipment including a total of 26 distribution circuit breakers, 7 power transformers, 5 oil circuit breakers, 6 cabinets, 7 junction boxes, and 3 control houses. This painting will provide better protection to the aging substation equipment that is exposed to the elements on a continual basis and will improve the aesthetics of these facilities.

On December 4, 2015, two (2) sealed bids were received and opened in response to Bid # 16-026. These bids were evaluated and the bid submitted by Seacor Painting, Inc. was found to be the lowest bid and to be in full compliance with the bid requirements.

Budget & Financial Summary:
A service level adjustment in the amount of $185,000 was submitted and approved in the FY16 budget. This contract is within that budgeted amount.

Attachments:

Bid Tab #16-026

City of College Station - Purchasing Division
Bid Tabulation for #16-026
"2016 Substation Painting"
Open Date: Friday. December 4, 2015 @ 2:00 PM

				Seacor Painting Inc.		Utility Service & Maintenance, Inc.	
Post Oak Substation							
Item	**Description**	**Unit**	**Qty.**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
A-1	Repaint 138 kV Power Transformer	Ea	3	$11,500.00	$34,500.00	$18,922.00	$56,766.00
A-2	Repaint 12.5 kV Distribution Transformer (Station Service)	Ea	1	$500.00	$500.00	$531.00	$531.00
A-3	Repaint 12.5 kV Distribution Breaker	Ea	10	$1,600.00	$16,000.00	$1,345.00	$13,450.00
A-4	Repaint 138 kV Potential Transformer (PT)	Ea	0	$0.00	$0.00	$0.00	$0.00
A-5	Repaint 138 kV External Current Transformer (CT)	Ea	0	$0.00	$0.00	$0.00	$0.00
A-6	Repaint Substation Control House	Ea	1	$3,800.00	$3,800.00	$10,327.00	$10,327.00
A-7	Repaint Outdoor Metering Cabinet	Ea	3	$400.00	$1,200.00	$679.00	$2,037.00
A-8	Repaint Pull Box Lid	Ea	14	$250.00	$3,500.00	$301.00	$4,214.00
A-9	Repaint Backup Generator	Ea	1	$600.00	$600.00	$1,965.00	$1,965.00
A-10	Mobilization/Demobilization	Ea	1	$2,000.00	$2,000.00	$0.00	$0.00
A-11	Switchgear Enclosure	Ea	1	$1,000.00	$1,000.00	$2,516.00	$2,516.00
			TOTAL	**$63,100.00**		**$91,806.00**	
Southwood Valley Substation							
Item	**Description**	**Unit**	**Qty.**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
A-1	Repaint 138 kV Power Transformer	Ea	1	$12,500.00	$12,500.00	$23,313.00	$23,313.00
A-2	Repaint 12.5 kV Distribution Transformer (Station Service)	Ea	1	$500.00	$500.00	$425.00	$425.00
A-3	Repaint 12.5 kV Distribution Breaker	Ea	8	$1,600.00	$12,800.00	$1,404.00	$11,232.00
A-4	Repaint 138 kV Potential Transformer (PT)	Ea	3	$150.00	$450.00	$453.00	$1,359.00
A-5	Repaint 138 kV External Current Transformer (CT)	Ea	3	$150.00	$450.00	$503.00	$1,509.00
A-6	Repaint Substation Control House	Ea	1	$3,800.00	$3,800.00	$11,634.00	$11,634.00
A-7	Repaint Outdoor Metering Cabinet	Ea	2	$400.00	$800.00	$555.00	$1,110.00
A-8	Repaint Pull Box Lid	Ea	8	$250.00	$2,000.00	$301.00	$2,408.00
A-9	Repaint Backup Generator	Ea	1	$600.00	$600.00	$1,965.00	$1,965.00
A-10	Mobilization/Demobilization	Ea	0	$0.00	$0.00	$0.00	$0.00
A-11	Switchgear Enclosure	Ea	0	$0.00	$0.00	$0.00	$0.00
			TOTAL	**$33,900.00**		**$54,955.00**	
Greens Prairie Substation							
Item	**Description**	**Unit**	**Qty.**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
A-1	Repaint 138 kV Power Transformer	Ea	2	$12,500.00	$25,000.00	$18,964.00	$37,928.00
A-2	Repaint 12.5 kV Distribution Transformer (Station Service)	Ea	1	$500.00	$500.00	$531.00	$531.00
A-3	Repaint 12.5 kV Distribution Breaker	Ea	8	$1,600.00	$12,800.00	$1,404.00	$11,232.00
A-4	Repaint 138 kV Potential Transformer (PT)	Ea	0	$0.00	$0.00	$0.00	$0.00
A-5	Repaint 138 kV External Current Transformer (CT)	Ea	0	$0.00	$0.00	$0.00	$0.00
A-6	Repaint Substation Control House	Ea	1	$3,800.00	$3,800.00	$13,883.00	$13,883.00
A-7	Repaint Outdoor Metering Cabinet	Ea	0	$0.00	$0.00	$0.00	$0.00
A-8	Repaint Pull Box Lid	Ea	8	$250.00	$2,000.00	$301.00	$2,408.00
A-9	Repaint Backup Generator	Ea	0	$0.00	$0.00	$0.00	$0.00
A-10	Mobilization/Demobilization	Ea	0	$0.00	$0.00	$0.00	$0.00
A-11	Switchgear Enclosure	Ea	0	$0.00	$0.00	$0.00	$0.00
			TOTAL	**$44,100.00**		**$65,982.00**	

City of College Station - Purchasing Division
Bid Tabulation for #16-026
"2016 Substation Painting"
Open Date: Friday. December 4, 2015 @ 2:00 PM

				Seacor Painting Inc.		Utility Service & Maintenance, Inc.	
Switch Substation							
Item	**Description**	**Unit**	**Qty.**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
A-1	Repaint 138 kV Power Transformer	Ea	1	$11,500.00	$11,500.00	$12,129.00	$12,129.00
A-2	Repaint 12.5 kV Distribution Transformer (Station Service)	Ea	0	$0.00	$0.00	$0.00	$0.00
A-3	Repaint 12.5 kV Distribution Breaker	Ea	0	$0.00	$0.00	$0.00	$0.00
A-4	Repaint 138 kV Potential Transformer (PT)	Ea	9	$150.00	$1,350.00	$453.00	$4,077.00
A-5	Repaint 138 kV External Current Transformer (CT)	Ea	6	$150.00	$900.00	$503.00	$3,018.00
A-6	Repaint Substation Control House	Ea	1	$4,500.00	$4,500.00	$10,776.00	$10,776.00
A-7	Repaint Outdoor Metering Cabinet	Ea	0	$0.00	$0.00	$0.00	$0.00
A-8	Repaint Pull Box Lid	Ea	9	$250.00	$2,250.00	$301.00	$2,709.00
A-9	Repaint Backup Generator	Ea	0	$0.00	$0.00	$0.00	$0.00
A-10	Mobilization/Demobilization	Ea	0	$0.00	$0.00	$0.00	$0.00
A-11	Switchgear Enclosure	Ea	0	$0.00	$0.00	$0.00	$0.00
			TOTAL	**$20,500.00**		**$32,709.00**	
			GRAND TOTAL	**$161,600.00**		**$245,452.00**	
			Bid Certification	Y		Y	
			Addendum Acknowledged	Y		Y	
			Bid Bond	Y		Y	

* Post Oak Substation Line A-3 was corrected to the unit price provided.

Legislation Details (With Text)

File #:	15-0765	**Version:**	1	**Name:**	Amendment to Agreement Concerning A Multi-Use Development On Approximately 58 acres of Texas A&M System Land North of University Drive
Type:	Agreement			**Status:**	Consent Agenda
File created:	12/21/2015			**In control:**	City Council Regular
On agenda:	1/14/2016			**Final action:**	
Title:	Presentation, possible action, and discussion regarding an amendment to an agreement, dated April, 2013, to provide that the Texas A&M System through the University's Utilities & Energy Services Department or its successor, will provide electric power to the Property instead of the City of College Station.				
Sponsors:	Timothy Crabb				
Indexes:					
Code sections:					
Attachments:	Amd to Agreement.pdf				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding an amendment to an agreement, dated April, 2013, to provide that the Texas A&M System through the University's Utilities & Energy Services Department or its successor, will provide electric power to the Property instead of the City of College Station.

- Core Services and Infrastructure
- Diverse Growing Economy

Recommendation(s):

Staff recommends approval of this amendment.

Summary:

In April of 2013, the City of College Station entered into an Inter-Local Agreement (ILA) with The Texas A&M System. Included in this ILA was the agreement that the City of College Station would provide electric service to approximately 58 acres of A&M System Land north of University Drive, then known as Campus Pointe, now known as Century Square. Through mutual agreement of all parties, the City of College Station is proposing to amend this ILA to modify the stipulation that the City of College Station provide electric power, and instead allow the Texas A&M System provide electrical power.

Budget & Financial Summary:

There is no calculated budget impact. Potential electric revenue would be offset by the length of time to recoup the expense of the installation, maintenance cost, and potential upgrades required of

electric facilities.

Attachments:
Amendment

AMENDMENT TO AGREEMENT CONCERNING A MULTI-USE DEVELOPMENT ON APPROXIMATELY 58 ACRES OF A&M SYSTEM LAND NORTH OF UNIVERSITY DRIVE IN COLLEGE STATION, TEXAS

THIS AMENDMENT TO AGREEMENT (this "Amendment") is entered into effective _____, 2016 (the "Effective Date") by and between **THE CITY OF COLLEGE STATION, TEXAS** ("**College Station**"), a Texas Home Rule Municipal Corporation, and **THE TEXAS A&M UNIVERSITY SYSTEM** ("**A&M System**"), an agency of the State of Texas, for the purpose of amending the Agreement Concerning a Multi-Purpose Development on Approximately 58 acres of A&M System Land North of University Drive in College Station, Texas, by and between the parties dated April, 2013 (the "Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the A&M System and College Station hereby agree as follows:

1.1 Section 2.3 of the Agreement is amended to provide that the A&M System, through Texas A&M University's Utilities & Energy Services Department or its successor, will provide electric power to the Property. The Agreement currently states that wastewater service will be provided by the A&M System; however, there is a demarcation line running generally west to east in the northern portion of the Property from which gravity flows to either the north toward the City's existing lift station or to the south to the Texas A&M University wastewater system. The City is conducting a wastewater service study for the Northgate area, the results of which will impact the service capacity of the City's lift station. The study is expected to be completed no later than April 2016. When the study is completed, the parties agree to address how wastewater from the Property will be handled and make any necessary amendments to the Agreement and to the Third Restated and Amended Interlocal Agreement Between the City of College Station and Texas A&M University for the Wholesale Treatment of Domestic Sanitary Water dated August 13, 2013.

1.2 Binding Effect. This Amendment shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

1.3 Other Terms. Except as expressly provided herein, all of the terms and conditions of the Agreement and any and all other documents described in or executed in connection with the Agreement shall continue in full force and effect and are hereby affirmed.

1.4 Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument.

[SIGNATURES WILL FOLLOW ON NEXT PAGE]

CITY OF COLLEGE STATION

_____

NANCY BERRY
Mayor
Date:_____

ATTEST:

_____

SHERRY MASHBURN
City Secretary
Date:_____

APPROVED:

_____

KELLY TEMPLIN
City Manager

_____

JEFF KERSTEN
Executive Director Business Services
Date:_____

_____

CARLA A. ROBINSON
City Attorney
Date:_____

THE TEXAS A&M UNIVERSITY SYSTEM

_____

JOHN SHARP
Chancellor
Date:_____

RECOMMEND APPROVAL:

_____

PHILLIP A. RAY
Vice Chancellor for Business Affairs
Date: 12/16/15

APPROVED AS TO FORM:

_____

TIMOTHY V. COFFEY
Managing Counsel, Property and Construction
Office of General Counsel

Prepared by Office of General Counsel
TAMU – Century Square 2
Legal Files No. 2014-0036263
TVC-12/15/2015

College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	15-0770	**Version:**	1	**Name:**	Animal Control Services ILA
Type:	Agreement			**Status:**	Consent Agenda
File created:	12/22/2015			**In control:**	City Council Regular
On agenda:	1/14/2016			**Final action:**	
Title:	Presentation, possible action, and discussion regarding an animal and rabies control services Interlocal Agreement with Texas A&M University.				
Sponsors:	Scott McCollum				
Indexes:					
Code sections:					
Attachments:	TAMU Animal Control Services ILA.pdf				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding an animal and rabies control services Interlocal Agreement with Texas A&M University.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval

Summary: Historically, the City of College Station has provided animal control services to Texas A&M on an as needed basis. This agreement represents a renewal of an existing agreement between the parties.

This agreement outlines the roles, responsibilities and associated per call costs with regard to the provision of animal control services for Texas A&M. The City of College Station's responsibilities include bite reports, investigations, captures of animals and their transportation to Aggieland Humane Society.

Budget & Financial Summary: Texas A&M will pay the City of College Station $100 for each call for service and $200 for each bite call. The City will invoice Texas A&M each month for services rendered.

Attachments:
1. CIty of College Station-Texas A&M University Animal Control Agreement.

INTERLOCAL AGREEMENT FOR ANIMAL AND RABIES CONTROL SERVICES BETWEEN THE CITY OF COLLEGE STATION AND TEXAS A&M UNIVERSITY

This Interlocal Agreement ("Agreement") is made and entered into by and between the **City of College Station**, a Texas Home Rule Municipal Corporation, on behalf of its Police Department ("City"), and **Texas A&M University**, a member of The Texas A&M University System, an agency of the State of Texas, on behalf of its University Police Department ("Client").

I. RECITALS

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services; and

WHEREAS, the Texas A&M University Police Department, Brazos County, Texas, is duly organized and functioning in accordance with the laws of the State of Texas; and

WHEREAS, the College Station Police Department, Brazos County, Texas, is duly organized and functioning in accordance with the laws of the State of Texas; and

WHEREAS, the City, through its police department, operates Animal and Rabies Control Services that strive to reduce general animal control problems in College Station; and

WHEREAS, the Client and the City agree the City is better trained and equipped to handle Animal and Rabies Control duties and responsibilities than is the Client; and

WHEREAS, Chapter 826 of the Rabies Control Act of the Texas Health and Safety Code expressly authorizes agreements of this nature.

NOW, THEREFORE in consideration of the mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

II. DEFINITIONS

A. **Animal Control Services** shall mean the services provided by the City necessary to carry out an effective animal control program for the Client. These services shall include, but not be limited to, the conduct of bite report investigations; capture of biting animals; transportation of biting animals; the humane capture of stray, unrestrained, homeless, abandoned, or unwanted animals; and the humane transportation of captured animals to the Animal Shelter.

B. **Animal Shelter** shall mean the facility known as the Aggieland Humane Society, Inc. currently located at 5359 Leonard Road in Bryan, Brazos County, Texas that keeps or legally impounds stray, homeless, abandoned, or unwanted animals.

C. **City** shall mean the City of College Station, Brazos County, Texas, acting by and through its Police Department, with its offices located at 2611 Texas Avenue South, College Station, Brazos County, Texas.

D. **Client** shall mean the Texas A&M University, acting by and through its Police Department, with its offices located at 1111 Research Parkway, College Station, Brazos County, Texas.

E. **Rabies Control Services** shall mean the services provided by the City that are necessary to carry out an effective rabies control program for the Client. These services shall include, but not be limited to, the conduct of bite report investigations, capture of biting animals, transportation of biting animals, enforcement of state rabies control statutes, including the reporting and the carrying out of all activities required or authorized by Texas Health and Safety Code, Chapter 826.

F. Any word or phrases not specifically defined herein shall have as its meaning the ordinary and commonly understood meaning except for specific animal control or veterinary terms.

III. CITY'S OBLIGATIONS

A. **Animal Control Services.** City agrees to provide Animal Control Services to Client for all Client-reported animal calls occurring on property owned by Texas A&M University and located within Brazos County, Texas. City will provide animal control officers and dispatch them when one is on duty for routine, non-emergency calls. The City will provide animal control officers and dispatch them on a 24-hour basis for initial bite investigation, for the capture of a biting animal for state-mandated rabies quarantine observation, when an animal is injured, or when an emergency situation arises.

B. **Rabies Control Services** City agrees to provide Rabies Control Services to Client for all Client-reported animal bites and scratches occurring on property owned by Texas A&M University and located within Brazos County, Texas. City will provide animal control officers and dispatch them on a 24-hour basis for initial bite investigation, or

for the capture of a biting animal for state-mandated rabies quarantine observation.

C. **Calls.** City agrees to respond only to calls initiated by the Client, and agrees to refer all other requests for service directly to the Client.

D. **Transport.** City agrees to transport all captured animals to the Animal Shelter. Exceptions may be made for certain types of animals that are routinely released back into their natural habitat.

E. **Insurance.** City shall throughout the term of this Agreement maintain insurance covering claims related to general liability, workers' compensation, and business auto liability. The City is self-insured with excess policy coverage for claims above the City's self-insured retention.

F. **Records.** City agrees to keep confidential, as provided by Texas Open Records laws, any Rabies Vaccination Certificate information provided by Client.

IV. CLIENT'S OBLIGATIONS

A. **First Responder.** Client agrees to be the first responder to all calls for Animal and Rabies Control Services, and to initiate the City's response once Client determines City's response is needed.

B. **Cooperation with City.** Client shall fully cooperate with City in the providing of Animal and Rabies Control Services, including but not limited to, the furnishing of any and all information in its possession about the ownership of a suspected rabid animal, including Rabies Vaccination Certificates maintained by any department of the Client; any history of the animal; the name and address of any person reporting an animal bite or scratch; the name and address of any possible victims of an animal bite or scratch, and the name and address of any person believed to own an animal which the Client has called the City to capture or remove.

C. **Information.** Client agrees to furnish information to City in a timely and expeditious manner.

D. **Apprehension.** Client agrees to assist with the apprehension of any animal in appropriate situations.

E. **Charges.** Client agrees to file all criminal or civil charges, in the appropriate court, for any violations of Client's rules and regulations or for any violations of State Statutes, at the sole discretion of the Client.

F. **Fees.** Client agrees to pay all fees associated with the impound, testing, medical treatment or final disposition of any animal; for any product or service provided by the Animal Shelter; and for any product or service provided by any person other than the City.

G. **Insurance**. Client shall throughout the term of this Agreement maintain insurance covering claims related to general liability, workers' compensation, and business auto liability. The Client is self-insured with excess policy coverage for claims above the Client's self-insured retention.

V. FINANCIAL TERMS

A. **Payments.**

1. **Animal Control Services.** Client shall pay One Hundred Dollars ($100.00) for each call to City for Animal Control Services other than animal bite calls.

2. **Animal Bite Calls.** Due to the extensive nature of animal bite investigations, Client shall pay Two Hundred Dollars ($200.00) to the City for Animal Control Services with bite investigations. An initial bite investigation and subsequent follow-up during the quarantine period shall constitute a single call for service. City will accept and respond to only those calls for service initiated by Client. Calls for services the City receives from any other source shall be referred directly to the Client.

B. **Invoice.** City will invoice Client no later than the 10th of each month, for all calls the City received for Animal and Rabies Control Services for the previous calendar month. All invoices shall be due and payable in full to the City no more than 30 days after the date of the invoice.

VI. REPORTS

A. **Monthly Report.** City shall submit a brief report with each monthly invoice, detailing the date, time, location, requesting officer's name, responding officer's name, nature of call, and the TAMUPD CAD Number to the Client.

B. **Annual Report.** City shall submit a comprehensive annual report of all Animal and Rabies Control Services to Client within thirty (30) days of the close of each Client's fiscal year, currently being August 31st. City shall provide to Client, upon request, a copy of any other report not confidential by law or contract, which it may be required to prepare and submit to any federal, state, or other jurisdiction in the course of its Animal and Rabies Control activities. City shall also render to Client at reasonable intervals, such reports and accounting as Client from time to time may require; provided however, if such request becomes burdensome, City may invoice for the cost of preparation of such reports.

C. **Records Retention.** City agrees to retain any records it makes in compliance with this Agreement for a period of three (3) years after the ultimate termination of the Agreement.

VII. DEFAULT

In the event Client fails to (i) pay all costs set forth in Article V above, or (ii) perform its obligations set forth herein, the City shall give Client written notice of default with an opportunity to cure such default within 10 days. If Client fails to cure such default during the 10-day cure period, the Agreement shall terminate and Client shall assume responsibility for its own Animal Control operation.

VIII. TERM AND TERMINATION

A. **Term.** The term of this Agreement is five (5) years. The term begins on the date of the last party signing the Agreement making it fully executed. The Agreement shall automatically renew each year until terminated by either party or the expiration of the term.

B. **Termination.** This Agreement may be terminated for convenience by either party with sixty (60) days written notice before the termination date. All costs and liabilities incurred by the City on behalf of the Client before the termination date shall be the responsibility of the Client.

IX. HOLD HARMLESS

The City and Client agree, to the extent permitted by the Constitution and laws of the State of Texas, to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract arising out of or in connection with the work done under this Agreement.

X. INDEPENDENT CONTRACTOR

The City shall be responsible for the Animal and Rabies Control Services contemplated under this Agreement. The City shall supply all materials, equipment, tools, transportation, and labor required for or reasonably incidental to the performance of Animal and Rabies Control Services. The City shall have ultimate control over the execution of the work under this Agreement. The City shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees. The City shall retain control of and shall give its attention to the faithful prosecution and completion of its services and fulfillment of this Agreement.

XI. GENERAL PROVISIONS

A. **Effective Date.** This agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed.

B. **Immunities.** City expressly acknowledges Client is an agency of the State of Texas and Client acknowledges City is a Texas Home Rule Municipal Corporation. Nothing in this Agreement will be construed as a waiver or relinquishment by Client or City of its right to

claim such exemptions, privileges and immunities as may be provided by the Constitution or the laws of the State of Texas

C. **Invalidity**. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality 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 provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

D. **Written Notice**. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. All reports under this Agreement shall be sent directly to the University Police Department.

City of College Station
Police Chief
1101 Texas Ave.
P.O. Box 9960
College Station, TX 77842

Texas A&M University
Contract Administration
1182 TAMU
College Station, TX 77843-1182

University Police Department
1111 Research Pkwy
College Station, TX 77845

E. **Entire Agreement**. It is understood this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

F. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

G. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.

H. **Place of Performance**. Performance and all matters related thereto shall be in Brazos County, Texas.

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

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

K. **Agreement Read.** The parties acknowledge they have read, understand and intend to be bound by the terms and conditions of this Agreement.

L. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.

M. **Multiple Originals.** It is understood and agreed this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

TEXAS A&M UNIVERSITY

By: _____

Title: Rex E. Janne
University Contracts Officer

Name: _____

Date: 9-7-2015

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

_____
City Secretary
Date: _____

APPROVED:

_____
City Manager
Date: _____

_____
City Attorney
Date: 1-5-16

_____
Assistant City Manager/CFO
Date: _____

College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	15-0772	**Version:**	1	**Name:**	ILA -Rocky Creek / CoCS
Type:	Presentation			**Status:**	Consent Agenda
File created:	12/28/2015			**In control:**	City Council Regular
On agenda:	1/14/2016			**Final action:**	
Title:	Presentation, possible action, and discussion regarding an Interlocal Agreement between the City of College Station and The Rocky Creek Volunteer Fire Department providing for the sale of one (1) 2009 Dodge 3500 Chassis by College Station to the Rocky Creek Volunteer Fire Department for the total amount of $4,000.				
Sponsors:	Jeff Kersten				
Indexes:					
Code sections:					
Attachments:	ILA - The Rocky Creek Volunteer Fire Departments.pdf				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding an Interlocal Agreement between the City of College Station and The Rocky Creek Volunteer Fire Department providing for the sale of one (1) 2009 Dodge 3500 Chassis by College Station to the Rocky Creek Volunteer Fire Department for the total amount of $4,000.

Relationship to Strategic Goals: Spending taxpayer money efficiently

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

Background & Summary: Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services. The City of College Station and the Rocky Creek Volunteer Fire Department desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services. The City of College Station has for sale one (1) 2009 Dodge 3500 Chassis and the Rocky Creek Volunteer Fire Department needs to purchase a truck chassis.

Budget & Financial Summary: No expenses will be incurred in this process by the City of College Station. The Rocky Creek Volunteer Fire Department will pay the City of College Station the amount of Four Thousand and NO/100 ($4,000) for this purchase. VIN Number 3D6WG46T79G559787.

Attachments:

powered by Legistar™

INTERLOCAL AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND ROCKY CREEK VOLUNTEER FIRE DEPARTMENT

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment and supplies; and

WHEREAS, the City of College Station ("College Station"), and The Rocky Creek Volunteer Fire Department (RCVFD) desire to enter into this Agreement for the purpose of fulfilling Texas Local Government Code Chapter 252 competitive purchasing requirements; and

WHEREAS, College Station has for sale one (1) 2009 Dodge 3500 Chassis (VIN Number 3D6WG46T79G559787); and

WHEREAS, RCVFD needs to purchase a truck chassis; and

WHEREAS, this purchase is exempt from Texas Local Government Code Chapter 252 because the 2009 Dodge 3500 Chassis is sold by a political subdivision according to §252.022 (a)(12)(C) Local Government Code; and

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

1. **Sale**. College Station will sell to RCVFD one (1) 2009 Dodge 3500 Chassis with VIN Number 3D6WG46T79G559787.

2. **Payment.** Within thirty (30) days of the Effective Date of this Agreement, RCVFD shall pay the amount of **FOUR THOUSAND and NO/100 ($4,000.00)** to College Station for the purchase of One (1) 2009 Dodge 3500 Chassis with VIN Number 3D6WG46T79G559787.

3. **Delivery**. After payment is received, RCVFD and College Station will schedule a date and time convenient to both parties for a RCVFD representative to take delivery of the 2009 Dodge 3500 Chassis. Delivery will be F.O.B. College Station, Texas.

4. **Effective Date.** This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed. Notwithstanding this provision, any party may modify or terminate this Agreement as below.

5. **Amendment.** The terms and conditions of this Agreement may be amended upon the mutual written consent of both parties. Mutual consent will be demonstrated approval of the governing body of each party hereto. No modification to this Agreement shall be

effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

6. **Termination.** Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

7. **Hold Harmless.** **College Station and RCVFD agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with this Agreement.**

8. **Disclaimer of Warranty. The sale and purchase of the One (1) 2009 Dodge 3500 Chassis with VIN Number 3D6WG46T79G559787shall be "as is" and "without warranty, express or implied, as to quality, condition, fitness for known purpose, or any other kind." RCVFD understands and agrees the goods are sold "as is" and with no warranty of any kind.**

9. **Invalidity**. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, 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 provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

10. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

RCVFD
Attn: Tim Mantey,Fire Chief
9771 Longpoint Road
Burton, TX 77835
(979) 203-1974

City of College Station
Attn: Eric Hurt, Fire Chief
Fire Department
P.O. Box 9960
College Station, Texas 77842
(979)764-3706

11. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

12. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

13. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.

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

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

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

17. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

18. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.

19. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

RCVFD

By: Tim Mantey

Printed Name: Tim Mantey

Title: Fire Chief

Date: 12-16-15

ATTEST:

Clinton Mantey

Printed Name: Clinton Mantey

Title: VP

Date: 12-16-15

CITY OF COLLEGE STATION

By: _____
Mayor
Date: _____

ATTEST:

_____
City Secretary
Date: _____

APPROVED:

_____
City Manager
Date: _____

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	15-0773	**Version:**	1	**Name:**	ILA CoCS and New Braunfels
Type:	Presentation			**Status:**	Consent Agenda
File created:	12/28/2015			**In control:**	City Council Regular
On agenda:	1/14/2016			**Final action:**	
Title:	Presentation, possible action, and discussion regarding an Interlocal Agreement for cooperative purchasing activities between the City of College Station and The City of New Braunfels.				
Sponsors:	Jeff Kersten				
Indexes:					
Code sections:					
Attachments:	16300146 - COCS and City of New Braunfels ILA 01.14.16.pdf				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding an Interlocal Agreement for cooperative purchasing activities between the City of College Station and The City of New Braunfels.

Relationship to Strategic Goals: Spending taxpayer money efficiently.

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

Background & Summary: Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services. The City of College Station and The City of New Braunfels desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services.

The City of New Braunfels wishes to piggyback on the City's agreement with MCCi, LLC for Granicus's Legislative Management and Automated Agenda Solution (Legistar).

Budget & Financial Summary: No expenses will be incurred in this process. Economies of scale are anticipated to produce savings in administrative, advertising and other costs.

Legal review: Yes.

Attachments: Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION
AND THE CITY OF NEW BRAUNFELS

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services; and

WHEREAS, Section 791.025 Texas Government Code specifically authorizes local governments to enter into agreements for the purchase of goods and services; and

WHEREAS, City of College Station and City of New Braunfels desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, Section 271.102 of the Texas Local Government Code specifically authorizes a cooperative purchasing program between local governments.

WHEREAS, the City of College Station is a Home-Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement pursuant to ARTICLE II, SECTION 5 OF ITS CITY CHARTER;

WHEREAS, the City of New Braunfels is a Home-Rule Municipal corporation and organized under the laws of Texas and is authorized to enter into this Agreement pursuant to ARTICLE II, SECTION 2.01 OF ITS CITY CHARTER.

WHEREAS, The City of College Station and the City of New Braunfels represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized.

WHEREAS, the city council of the City of College Station and the City of New Braunfels have approved this Interlocal Agreement.

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. City of College Station and City of New Braunfels Purchasing Agents shall be authorized to jointly prepare bids, proposals, requests for qualifications and other procurement activity for the purchase of equipment, supplies, services, insurance, high technology, professional services and other expenditures that may be exempt from competitive bidding/proposals.

2. The Purchasing Agents shall fairly distribute the bids, proposals, requests for qualifications and other purchases to be made and the cost of advertising shall be borne equally by each entity, whenever joint purchasing is undertaken.

3. The City of College Station and City of New Braunfels Purchasing Agents shall agree on who is responsible for all such administrative duties as may be necessary to lawfully facilitate processing and preparation of any bids, proposals and request for qualifications and other procurement activity as may be required for the purchase of any equipment, supplies, services, insurance, high technology, professional services and other expenditures that may be exempt from competitive bidding/proposals. The City of College Station and City of New Braunfels shall share equally any and all cash rebates related to any joint purchases pursuant to this Agreement.

4. Each entity shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective entity.

5. Participation of either entity in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either entity from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.

6. Each entity shall ensure that all applicable laws and ordinances have been satisfied.

7. **Effective Date and Term.** This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect until December 09, 2016. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals. Notwithstanding this provision, any party may modify or terminate this Agreement as provided in Paragraph(s) 8 or 9.

8. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated approval of each governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and

until it is reduced to writing and signed by duly authorized representatives of all parties.

9. **Termination. By the City of College Station or** City of New Braunfels. This Agreement may be terminated at any time by the **City of College Station or** City of New Braunfels, with or without cause, upon thirty (30) days written notice to the other parties in accordance with Paragraph 12 herein.

10. **Hold Harmless.** The City of College Station and City of New Braunfels agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.

11. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality 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 provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

12. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

City of College Station:	Fiscal Services - Purchasing Division City of College Station 1101 Texas Ave. P.O. Box 9960 College Station, Texas 77842
City of New Braunfels:	City Manager City of New Braunfels 424 S. Castell Avenue New Braunfels, Texas 78130

13. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. Nor oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

14. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

15. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.

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

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

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

19. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

20. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.

21. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

CITY OF COLLEGE STATION

BY: _____
Mayor

DATE:

_____

ATTEST:

_____
City Secretary

APPROVED:

_____
City Manager

_____
City Attorney

_____
Assistant City Manager/CFO

CITY OF NEW BRAUNFELS

BY: _____
City Manager

DATE:

12-16-15

ATTEST:

_____
City Secretary

CITY OF N.B. LEGAL

CITY OF NEW BRAUNFELS TEXAS

Contract No. 16300146

College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	15-0774	**Version:**	1	**Name:**	ILA -COCS and City of Brenham
Type:	Presentation			**Status:**	Consent Agenda
File created:	12/29/2015			**In control:**	City Council Regular
On agenda:	1/14/2016			**Final action:**	
Title:	Presentation, possible action, and discussion regarding an Interlocal Agreement for cooperative purchasing activities between the City of College Station and The City of Brenham.				
Sponsors:	Jeff Kersten				
Indexes:					
Code sections:					
Attachments:	ILA with City of Brenham.pdf				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding an Interlocal Agreement for cooperative purchasing activities between the City of College Station and The City of Brenham.

Relationship to Strategic Goals: Spending taxpayer money efficiently.

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

Background & Summary: Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services. The City of College Station and The City of Brenham desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services.

The City of Brenham wishes to piggyback on the City's price agreement with SDP Manufacturing Inc for the purchase of a Track-Mounted Mini Digger Derrick Unit.

Budget & Financial Summary: No expenses will incurred in this process. Economies of scale are anticipated to produce savings in administrative, advertising and other costs.

Attachments: Interlocal Agreement

COOPERATIVE PURCHASING INTERLOCAL AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND THE CITY OF BRENHAM

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as the purchasing of necessary equipment, supplies and services; and

WHEREAS, the City of College Station and the City of Brenham collectively referred to as "the Parties" and individually as "Party" enter into this Agreement for the purpose of fulfilling the competitive purchasing requirements of Texas Local Government Code Chapter 252 and for purposes for fulfilling and implementing public and governmental purposes, needs, objectives, programs and services related to purchasing; and

WHEREAS, College Station is a Home Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement pursuant to Article II, Section 5 of its City Charter; and

WHEREAS, the Brenham is a Home Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement pursuant to Article II of its City Charter; and

WHEREAS, the Parties are independently authorized to perform purchasing functions or services contemplated by this Agreement from their current available funds; and

WHEREAS, it is in the best interest of the Parties to enter into this Agreement for satisfaction of statutory purchasing requirements for the necessary equipment, supplies and service purchases that are beneficial to the taxpayers through efficiencies and potential savings by cooperation; and

NOW THEREFORE, the Parties, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. **Authorization.** Each Party's Purchasing Agents are authorized to jointly prepare and fairly distribute bids, proposals, requests for qualifications, and engage in other procurement activity for the purchase of equipment, supplies, services, insurance, high technology, professional services or other expenditures that may be exempt from competitive bidding or proposals.

2. **Advertising Costs.** The cost of advertising shall be borne equally by each Party, whenever a cooperative or joint purchase occurs.

3. **Administrative Duties.** The Parties Purchasing Agents shall determine responsibilities for administrative duties for lawfully processing and preparing bids, proposals and request for qualifications and other procurement activity as may be required for the purchase of any equipment, supplies, services, insurance, high technology, professional services or other expenditures that may be exempt from competitive bidding or proposals.

4. **Rebates.** The Parties shall share equally in any and all cash rebates related to any cooperative or joint purchases made pursuant to this Agreement.

5. **Invoices.** Each Party shall pay invoices directly to the providers of goods or services that are invoiced and delivered directly to each respective Party.

6. **Voluntary Participation.** Participation in any cooperative or joint purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either Party from purchasing or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.

7. **Applicable Laws.** Each Party shall ensure that all applicable laws and ordinances have been satisfied regarding any cooperative or joint purchasing activity undertaken pursuant to this Agreement.

8. **Effective Date.** This Agreement shall be effective when signed by the last Party whose signing makes the Agreement fully executed.

9. **Amendment.** The terms and conditions of this Agreement may be amended or modified upon the mutual written consent of both Parties by approval of the governing body of each Party.

10. **Term and Termination.** The initial term of this Agreement is one (1) year. This Agreement will automatically renew each year for successive one year terms, unless terminated by either Party. Either Party may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other Party.

11. **Hold Harmless. The Parties agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with this Agreement.**

12. **Disclaimer of Warranty. The sale and purchase of or any property or goods under this Agreement from either Party shall be "as is" and "without warranty, express or implied, as to quality, condition, fitness for known purpose, or any other kind."**

13. **Invalidity**. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, 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 provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the Parties.

14. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

Brenham:
Purchasing Department
City of Brenham
P. O. Box 1059
Brenham, Texas 77834-1059

College Station:
Fiscal Services - Purchasing Division
City of College Station
1101 Texas Ave.
P.O. Box 9960
College Station, Texas 77842

15. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, or understandings between the Parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any Party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

16. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.

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

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

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

20. **Agreement Read.** The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

21. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any Party without the prior written approval of the other Parties to this Agreement.

22. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

CITY OF COLLEGE STATION

By:_____
Mayor

Date:_____

ATTEST:

_____
City Secretary
Date:_____

APPROVED:

_____
City Manager
Date:_____

_____
City Attorney
Date: 1-5-16

_____
Assistant City Manager/CFO
Date: 1-5-16

CITY OF BRENHAM

By: Milton Y. Tate, Jr.
Hon. Milton Y. Tate, Jr., Mayor

Date: 12/21/2015

ATTEST:

Jeana Bellinger
Jeana Bellinger, TRMC, City Secretary
Date: 12/21/2015

College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	15-0780	**Version:**	1	**Name:**	CAD/RMS Replacement Project Management Services
Type:	Contract			**Status:**	Consent Agenda
File created:	12/29/2015			**In control:**	City Council Regular
On agenda:	1/14/2016			**Final action:**	
Title:	Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Lynn Chaffin, an Independent Contractor in the amount not to exceed $290,400 for the purposes of providing Project Management services for the replacement of the City's current CAD/RMS system. Contract is for 24 months.				
Sponsors:	Ben Roper				
Indexes:					
Code sections:					
Attachments:	CAD-RMS Agreement.pdf				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Lynn Chaffin, an Independent Contractor in the amount not to exceed $290,400 for the purposes of providing Project Management services for the replacement of the City's current CAD/RMS system. Contract is for 24 months.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

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

Summary: The city conducted a search for a contract worker to serve as the CAD/RMS Replacement Project system project manager. It was determined that internal city resources to fill this role are not available due to the demands of the project and the skill set needed. Lynn Chaffin is a former City of Dallas employee with experience implementing a similar TriTech CAD/RMS system for the City of Dallas.

Budget & Financial Summary: Funding for this project is included in the Facilities and Technology Capital Projects Fund as part of the CAD/RMS Replacement Project, CO 1301. It is anticipated that the project will be funded with a combination of long term debt as well as current resources from the General Fund.

Reviewed and Approved by Legal: Yes

Attachments: Contract on file in the City Secretary's Office

CITY OF COLLEGE STATION
PROJECT MANAGEMENT SERVICES CONTRACT

This non-exclusive Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation ("City") and **Lynn Chaffin**, an Independent Contractor ("Contractor"), whereby Contractor agrees to perform Project Management services for the City of College Station Computer-Aided Dispatch/Records Management System (CAD/RMS) Project.

ARTICLE I

1.01 **Scope of Services.** The services and work are described more fully in **Exhibit "A" - Scope of Services**. Contractor agrees to perform the work and services for Project Management of the Computer-Aided Dispatch/Records Management System (CAD/RMS) Project ("Project") described in **Exhibit "A"**. Project performance and completion are on an as-needed basis.

1.02 **Access to City Facilities and Equipment.** The Contractor shall maintain security clearance in compliance with Texas Code of Criminal Procedure Chapter 60, Criminal History Record System, Criminal Justice Information System (CJIS) requirements. A criminal background check and fingerprinting shall be required. The Contractor shall have access to secured City facilities during the performance of the work described in the Scope of Services and shall display on Contractor's person a City-issued photo identification badge at all times while on City property. The Contractor is responsible for loss or damage to City property resulting from the Contractor's negligence.

1.03 **Payment.** Contractor agrees to perform the work and services described in the Scope of Services and the City agrees to pay Contractor as set forth in **Exhibit "D"** for the work and services performed by Contractor. The total amount the City will pay the Contractor for Project Management services performed under this Contract may not, under any circumstances, exceed **TWO HUNDRED NINETY THOUSAND FOUR HUNDRED AND NO CENTS ($290,400.00).**

1.04 **Changes in Scope.** The City may from time to time request changes in the scope and focus of the Project Management services conducted or to be conducted by Contractor pursuant to this Contract. Any change that varies significantly from the Scope of Services set out herein and that, in the opinion of the City or the Contractor, would entail an increase in time, cost or expense to the City, shall be mutually agreed upon in advance in writing by Contractor and the City.

1.05 **Change Orders.** The City Manager or his delegate may approve written change orders provided that the change order plus the amount of the Contract does not exceed **Three Hundred Four Thousand Nine Hundred Twenty & 00/100 ($304,920.00)**. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the Contractor for an increase in the amount set forth in paragraph 1.03 shall be made and approved by the City before the Contractor provides such services or the right to payment for such additional services shall be**

waived. If there is a dispute between the Contractor and the City regarding any service provided or to be provided hereunder by the Contractor, the Contractor agrees to continue providing all services to be provided by the Contractor hereunder on a timely basis, including any service about which there is a dispute.

1.06 **Time is of the essence of this Contract.** The Contractor shall provide Project Management services in the most expedient and efficient manner possible, as also described in **Exhibit "A" - Scope of Services**.

1.07 **Work with City.** Contractor promises to work closely with the Chief of Police or his designee or other appropriate City officials. Contractor agrees to perform any and all Project-related tasks the City reasonably requires to fulfill the work to be performed.

1.08 **Independent Contractor.** In all activities or services performed hereunder, the Contractor is an independent contractor and not an employee of the City. As an Independent Contractor, the Contractor shall be responsible for the final product contemplated under this Contract. Except for materials the City furnishes, the Contractor shall supply all materials, equipment and labor required for the execution of the work on the Project. The Contractor shall have ultimate control over the execution of the work under this Contract. Contractor shall be liable for any misrepresentations. Any negotiations by the Contractor on the City's behalf are binding on the City only when within the Scope of Services contained herein and approved by the City. Contractor shall consult with the City and may, in some limited circumstances, act as the City's representative. Contractor shall be an Independent Contractor at all times and is not to be considered an employee of the City.

1.09 **Non-Compete.** From the effective date and for the duration of this Contract, and for a period of thirty (30) days following contract termination or the final acceptance of all applicable work products as described in the Scope of Services, Contractor shall not solicit nor accept an offer of employment with the City, and shall not hire, employ or otherwise compensate, an employee of the City.

1.10 **Term.** The term is for two (2) years after execution of the Contract or final acceptance and completion of the Project, whichever occurs first. If the term expires while the Contractor is still engaged in the Project, the Contract will continue until the City has accepted the work on the Project and the City has paid the Contractor for the services. The City and Contractor may extend the term to complete the entire Project.

1.11 **Termination.** At any time, the City may terminate the Contract for convenience in writing. At such time, the City shall notify Contractor in writing, and the Contractor shall cease work immediately. In the event the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred through the date of termination.

ARTICLE II

2.01 Project Coordination. In providing the Project Management services, Contractor will meet with the City for the purpose of determining the nature of the Project, including but not limited to meeting with City staff to coordinate project goals, schedules, meetings, testing, implementation progress and deadlines.

ARTICLE III

3.01 Professional Services. As an experienced and qualified professional, Contractor warrants the information, services and work Contractor provides reflects high professional and industry standards, procedures, and performances. Contractor warrants the services and work performed, the designation or selection of materials and equipment, the fitness and operation of Contractor's recommendations, and the performance of other services under this Contract, are pursuant to a high standard of performance in the profession. Contractor warrants Contractor will exercise diligence and due care, and perform in a good and professional manner, all work and services pursuant to this Contract. Approval or acceptance by the City of any of Contractor's work product under this Contract shall not constitute or be deemed a release of the Contractor's responsibility and liability for the exercise of skill and diligence necessary to fulfill Contractor's responsibilities under this Contract. The City's approval or acceptance shall not be deemed to be the City's assumption of responsibility for any defect or error in the work products prepared by Contractor.

3.02 Errors. Contractor shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work product. Contractor shall, at no cost to the City, remedy any errors, deficiencies or, in the City's sole discretion, any work product found unacceptable, as soon as possible, but no later than fifteen (15) days after receiving notice of said errors, deficiencies or unacceptable work product. Contractor shall keep the City informed of the progress of the work and shall guard against any defects or deficiencies in the work performed.

3.03 Work Product. Contractor's work product shall be the exclusive property of the City, and the City retains all rights associated with the work. Upon completion or termination of this Contract and at City's request, Contractor shall promptly deliver to the City all records, data, and memoranda of any nature within Contractor's possession or control and that are the City's property or relate to the City or City business. The Contractor may use Contractor's professional relationship with the City for promotion of Contractor's business or services only with the City's express written consent.

ARTICLE IV

4.01 Indemnification. The Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any

person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

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

ARTICLE V

5.01 Insurance. The Contractor shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on **Exhibit "B" – Insurance Requirements**.

ARTICLE VI

6.01 Breach. No term or provision of this Contract shall be construed to relieve the Contractor of liability to the City for damages sustained by the City or because of any breach of contract by the Contractor. The City may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due the City from the Contractor is determined and paid.

ARTICLE VII

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

7.02 Notice. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses below. Day-to-day communication may be by email and telephone to the City Representative and the Contractor.

City:	**Contractor:**
City of College Station	Lynn Chaffin
Contract Administrator	1200 Main Street #1713
P.O. Box 9960	Dallas, Texas 75202
College Station, Texas 77842	ChaffinL@aol.com
mlucas@cstx.gov	

7.03 **Qualified Employees.** Contractor shall perform all the work hereunder. Contractor shall undertake the work and complete it in a timely manner. Contractor will not employ subcontractors in order to fulfill the obligations under this Contract without the prior written consent of the City.

7.04 **Compliance with Laws.** The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

7.05 **Waiver.** No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

7.06 **Assignment.** This Contract and all rights and obligations contained herein may not be assigned by Contractor without the prior written approval of the City.

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

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

7.09 **Acknowledgment.** The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

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

CONTRACTOR

By: Lynn Chaffin
Lynn Chaffin, Contractor
Date: 1-8-2016

CITY OF COLLEGE STATION

By:_____
City Manager
Date:_____

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
SCOPE OF SERVICES

1. Overall Responsibility

a. Contractor has overall responsibility for the management and successful implementation of the City Computer Aided Dispatch/Records Management System (CAD/RMS) Replacement Project.

b. Project Management Duties include but are not limited to system planning, coordination, implementation, scheduling, resource coordination and planning with City resources for data conversion, training, cutover, go-live and change management.

c. The Project Manager, under the direction of the Chief of Police, will lead the CAD/RMS Project Team providing overall direction, planning, coordination, execution and control of the Project while ensuring consistency with City strategy, commitments and goals, and remaining within budget. Contractor will be responsible for setting deadlines, assigning responsibilities, and monitoring progress for the CAD/RMS Replacement Project.

d. The Chief and Project Manager will monitor system implementation and evaluate against requirements established in the CAD/RMS Request for Proposal (RFP) and the vendor's response to the RFP.

e. The Project Manager will lead an implementation team comprised of Business Area Leads, Training Leads, Subject Matter Experts and other technical resources.

f. Significant time will be spent by the Project Manager on-site in various City facilities during project implementation. City will provide work facilities and equipment equal to that provided to City employees in similar positions of authority. Remote work will be allowed as arranged and jointly agreed by both Parties.

2. Project Manager Main Job Tasks and Responsibilities

a. Lead the planning and implementation of the CAD/RMS Project

b. Coordinate with Vendor Project Manager to implement the Project successfully

c. Define City's project tasks and resource requirements

d. Develop full-scale project plans in coordination with the Vendor Project Manager

e. Act as the Single Point of Contact with the Vendor

f. Define City project staff time and resource requirements and coordinate with appropriate personnel to identify and allocate sufficient project staff

g. Schedule and coordinate meetings, information sessions and briefings as required

h. Manage project budget

i. Manage project resource allocation

j. Plan and schedule project timelines

k. Track project deliverables using appropriate tools

l. Provide direction and support to project team

m. Manage and coordinate City staff testing and quality assurance

n. Resolve or assist in the resolution of conflicts within and between stakeholders, functional areas and the CAD/RMS Vendor

o. Constantly monitor and report on progress of the Project to all stakeholders

p. Prepare and present regular status reports including task completion percentage, outstanding issues/actions and actual vs. budget reporting and analysis

q. Implement and manage project changes and interventions to achieve project objectives

r. Work with the Vendor to develop and schedule appropriate training plans

s. Work with the Vendor and City staff to develop, schedule and conduct module/system acceptance testing

t. Work with City-identified Change Management Team to implement a robust change management plan to facilitate acceptance of the new system(s)

EXHIBIT B
INSURANCE REQUIREMENTS

I. The Contractor agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract. The following insurance policies are required:

- **A.** Commercial General Liability
- **B.** Business Automobile Liability
- **C.** Professional Liability

II. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative on the most current State of Texas Department of Insurance-approved forms at the time of execution of this Contract, attached hereto as Exhibit C, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

- **A.** Only insurance carriers licensed and authorized to do business in the State of Texas shall be accepted.
- **B.** Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
- **C.** "Claims made" policies are not accepted, except for Professional Liability insurance.
- **D.** Coverage shall not be suspended, canceled, or reduced in coverage or in limits of liability until thirty (30) calendar days' prior written notice has been given to the City of College Station.
- **E.** The Certificates of Insurance shall be prepared and executed by the insurance carrier or its authorized agent. Each certificate shall contain the following provisions and warranties:
  1. The insurance company is licensed and authorized to do business in the State of Texas
  2. The insurance policy is underwritten on forms provided by the Texas Department of Insurance or ISO
  3. All endorsements and coverages are included according to the requirements of this Contract
  4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

F. The City of College Station, its officials, agents, employees and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, agents, employees and volunteers.

IV. Commercial General Liability requirements:

A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.

B. Limits of liability of $500,000 per occurrence

C. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

E. The coverage shall not exclude premises/operations; independent contracts; products/completed operations; and contractual liability, insuring the indemnity provided herein.

F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation and to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

V. Business Automobile Liability requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.

B. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.

C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.

D. The coverage shall include any autos, owned autos, scheduled autos, rented autos, non-owned autos, and hired autos.

VI. Professional Liability:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.

B. Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City upon request.

C. The availability of a 24-month extended reporting period shall be required and retroactive date of coverage must be shown on certificate of liability insurance.

EXHIBIT C
INSURANCE CERTIFICATES

EXHIBIT D
PAYMENT

1. **Payment.** City will pay a monthly payment of **TWELVE-THOUSAND ONE HUNDRED DOLLARS ($12,100)** to Contractor. Up to ten (10) days of vacation are included in the monthly payment to be taken each calendar year. The City will issue monthly payments on the first scheduled City check run every month for the previous month's work and services performed.

   a. **Vacation Time.** Contractor shall schedule vacation time as agreed upon by City. The City will prorate and deduct vacation time exceeding ten (10) days in a twelve-month period from the monthly payment in the month the Contractor takes vacation time that exceeds ten (10) days annually.

   b. **Sick Time.** Contractor may take sick days as needed, up to two (2) days per month. Contractor shall notify City representative before the beginning of the work day when Contractor is unable to work as scheduled due to illness. Sick time does not accrue.

2. **Expenses.** All expenses for travel, lodging, meals, insurance, etc. will be paid by Contractor and are not subject to reimbursement by the City.

3. **Supply Expenses.** Contractor will have access to normal City supplied office supplies, including printing and copying when onsite City facilities.

4. **Personal Expenses.** The City will not reimburse expenses the Contractor incurs for personal business, entertainment, leisure or alcohol.

Legislation Details (With Text)

File #:	15-0781	**Version:**	1	**Name:**	301, 303, 305 & 307 Cooner Street Rezoning
Type:	Rezoning			**Status:**	Agenda Ready
File created:	12/30/2015			**In control:**	City Council Regular
On agenda:	1/14/2016			**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-4 Multi-Family to MF Multi-Family for approximately 1.116 acres being Lots 13-16, Block 1 of the Cooner Addition, generally located at 301, 303, 305 & 307 Cooner Street, more generally located north of Cooner Street between Eisenhower Street and Nimitz Street.				
Sponsors:	Laura Walker				
Indexes:					
Code sections:					
Attachments:	Background Information Aerial and Small Area Map (SAM) Ordinance				

Date	Ver.	Action By	Action	Result

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-4 Multi-Family to MF Multi-Family for approximately 1.116 acres being Lots 13-16, Block 1 of the Cooner Addition, generally located at 301, 303, 305 & 307 Cooner Street, more generally located north of Cooner Street between Eisenhower Street and Nimitz Street.

Relationship to Strategic Goals: Neighborhood Integrity, Diverse Growing Economy

Recommendations: The Planning and Zoning Commission considered this item on December 17, 2015 and voted unanimously to recommend approval. Staff recommends approval as well.

Summary: The applicant has requested to rezone approximately 1.116 acres from R-4 Multi-Family to MF Multi-Family located north of Cooner Street between Eisenhower Street and Nimitz Street.

REVIEW CRITERIA

1. **Consistency with the Comprehensive Plan:** The subject area is designated on the Comprehensive Plan Future Land Use and Character Map as Urban and Redevelopment. The Comprehensive Plan states that this designation is for areas that should have the most intense level of development consisting of vertical mixed use and other aspects of urban character. The proposed zoning permits more dense residential uses, 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: With the exception of the single-family estate homes located in Bryan City Limits to the northwest, most of the other dwellings surrounding these properties are multiplexes, duplexes, or small lot single-family homes. The increase from 20 units per acre to 30 units per acre allowed by this rezoning will remain compatible with the character of the neighborhood.

3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** Under MF Multi-Family zoning, a maximum of 30 dwelling units are allowed per acre.

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:** Under R-4 Multi-Family zoning, a maximum of 20 dwelling units are allowed per acre.

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:** There is a large demand for multi-family housing within a close proximity to Texas A&M University. This property is less marketable with the current zoning allowing less density than would be allowed with the proposed MF Multi-Family zoning.

6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There is an existing 12-inch water main on the north side of Cooner Street available to serve the lots. There is also an existing 24-inch sanitary sewer within Cooner Street that currently has adequate capacity in the downstream system to accommodate the proposed use. Drainage and other public infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. Existing infrastructure appears to be adequate for the proposed use at this time. Access to the site will be available via Cooner Street.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: December 17, 2015
Advertised Council Hearing Date: January 14, 2016

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:

None

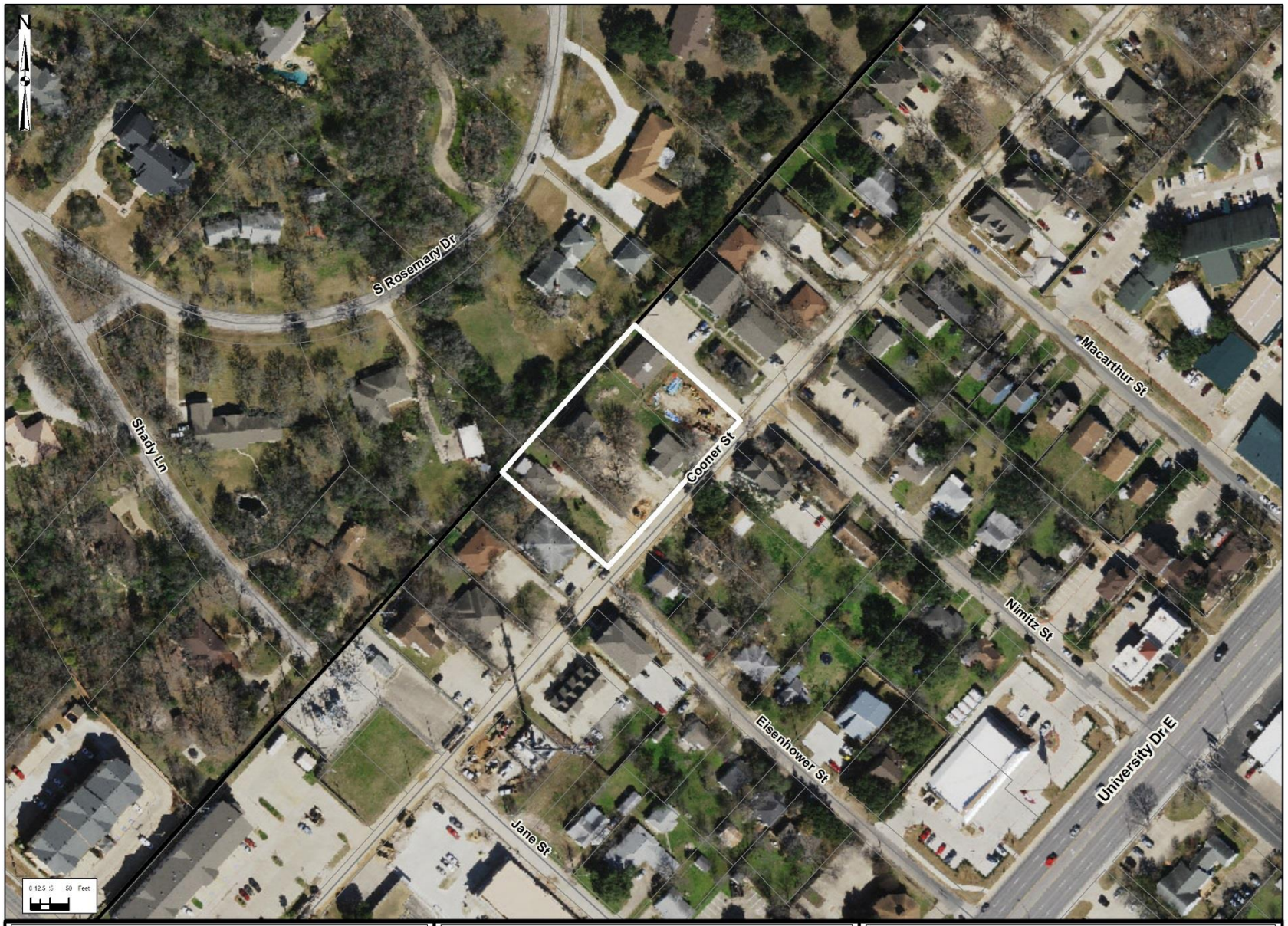
Property owner notices mailed: 21
Contacts in support: None at the time of staff report.
Contacts in opposition: One at the time of staff report.
Inquiry contacts: Two at the time of staff report.

ADJACENT LAND USES

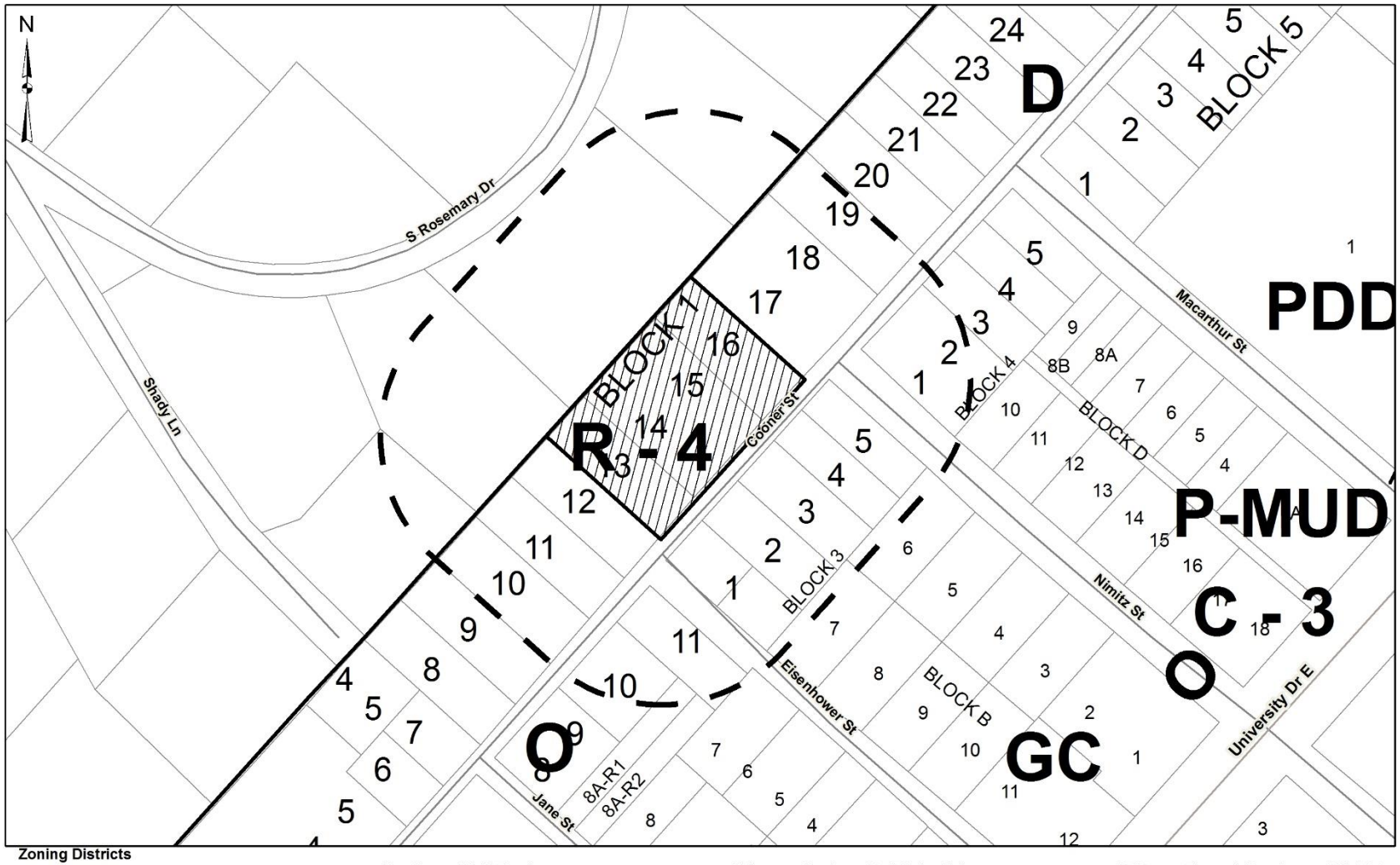
Direction	Comprehensive Plan	Zoning	Land Use
Northwest	City of Bryan	City of Bryan	Single-family estate homes
Northeast	Urban and Redevelopment	R-4 Multi-Family	Multiplexes, duplexes, and single-family homes
Southeast (Across Cooner Street)	Urban and Redevelopment	R-4 Multi-Family	Multiplexes, duplexes, and single-family homes
Southwest	Urban and Redevelopment	R-4 Multi-Family	Multiplexes, duplexes, and single-family homes

DEVELOPMENT HISTORY

Annexation: 1951
Zoning: Properties zoned R-6 Apartment District on or after annexation
1978 – Rezoned R-5 Apartment District
2003 – R-5 Apartment District consolidated with R-4 Multi-Family
Final Plat: The property is platted as a part of the Cooner Addition subdivision (1940).
Site development: Property is developed with single-family homes and duplexes.



DEVELOPMENT REVIEW	301, 303, 305 & 307 COONER ST	Case: REZ2015-000031 REZONING



Zoning Districts

R	Rural	R – 4	Multi-Famliy	BPI	Business Park Industrial	PDD	Planned Development District
E	Estate	R – 6	High Density Multi-Family	NAP	Natural Areas Protected	WPC	Wolf Pen Creek Dev. Corridor
RS	Restricted Suburban	MHP	Manufactured Home Park	C – 3	Light Commercial	NG – 1	Core Northgate
GS	General Suburban	O	Office	M – 1	Light Industrial	NG – 2	Transitional Northgate
R – 1B	Single Family Residential	SC	Suburban Commercial	M – 2	Heavy Industrial	NG – 3	Residential Northgate
[illegible]	[illegible]plex	GC	General Commercial	C – U	College and University	OV	Corridor Overlay
[illegible]	[illegible]nhouse	CI	Commercial-Industrial	R & D	Research and Development	RDD	Redevelopment District
		BP	Business Park	P-MUD	Planned Mixed-Use Development	KO	Krenek Tap Overlay

0 12.5 25 50 Feet

DEVELOPMENT REVIEW	301, 303, 305 & 307 COONER ST	Case: REZ2015-000031 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 FOR APPROXIMATELY 1.116 ACRES FROM R-4 MULTI-FAMILY TO MF MULTI-FAMILY, BEING LOTS 13-16, BLOCK 1 OF THE COONER ADDITION, GENERALLY LOCATED AT 301, 303, 305 & 307 COONER STREET, MORE GENERALLY LOCATED NORTH OF COONER STREET BETWEEN EISENHOWER STREET AND NIMITZ STREET, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 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 14th day of January, 2016.

APPROVED:

_____
MAYOR

ATTEST:

_____
City Secretary

APPROVED:

_____
City Attorney

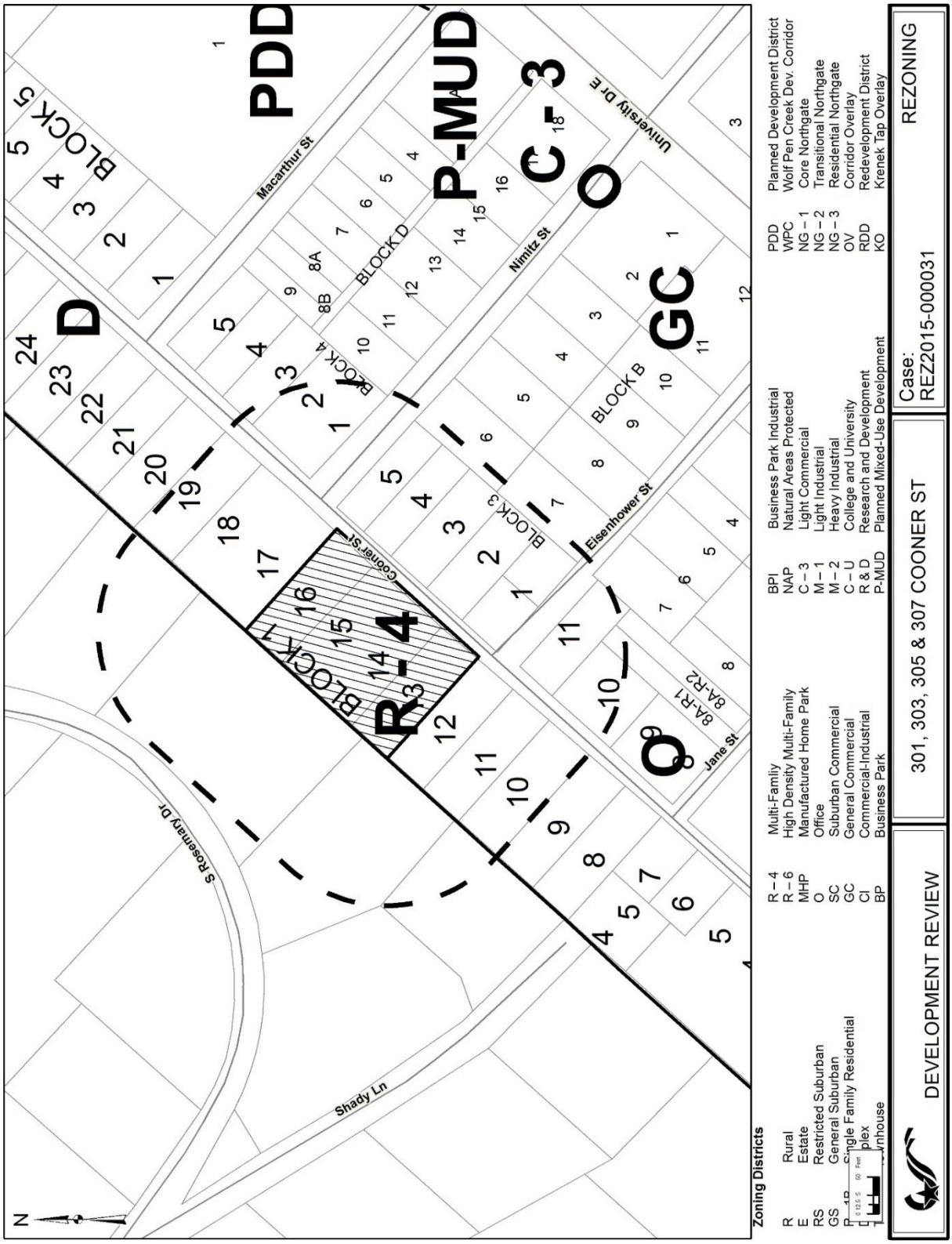
EXHIBIT "A"

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-4 Multi-Family to MF Multi-Family, also shown graphically in EXHIBIT "B":

Approximately 1.116 acres of land located at 301, 303, 305 & 307 Cooner Street, being Lots 13-16, Block 1 of the Cooner Addition according to the plat recorded in Volume 124, Page 553 of the Official Public Records of Brazos County, Texas.

EXHIBIT "B"


PDD
P-MUD
C-3
O
D
GC
R-4
O
BLOCK 5
BLOCK D
BLOCK 4
BLOCK B
BLOCK 3
BLOCK 1
Macarthur St
Nimitz St
University Dr E
Eisenhower St
Cooner St
Jane St
S Rosemary Dr
Shady Ln
8A-R1
8A-R2
N
Zoning Districts
R Rural
E Estate
RS Restricted Suburban
GS General Suburban
R – 4 Multi-Family
R – 6 High Density Multi-Family
MHP Manufactured Home Park
O Office
SC Suburban Commercial
GC General Commercial
CI Commercial-Industrial
BP Business Park
BPI Business Park Industrial
NAP Natural Areas Protected
C – 3 Light Commercial
M – 1 Light Industrial
M – 2 Heavy Industrial
C – U College and University
R & D Research and Development
P-MUD Planned Mixed-Use Development
PDD Planned Development District
WPC Wolf Pen Creek Dev. Corridor
NG – 1 Core Northgate
NG – 2 Transitional Northgate
NG – 3 Residential Northgate
OV Corridor Overlay
RDD Redevelopment District
KO Krenek Tap Overlay
DEVELOPMENT REVIEW
301, 303, 305 & 307 COONER ST
Case:
REZ2015-000031
REZONING

Legislation Details (With Text)

File #:	15-0782	**Version:**	1	**Name:**	Wellborn Settlement Commercial Rezoning
Type:	Rezoning			**Status:**	Agenda Ready
File created:	12/30/2015			**In control:**	City Council Regular
On agenda:	1/14/2016			**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 2 acres being situated in the Samuel Davidson League, Abstract No. 13, Brazos County, Texas. Said tract being a portion of the remainder of a called 33.70 acre tract described as third tract by a deed to Keren Eidson recorded in Volume 300, Page 609 of the deed records of Brazos County, Texas, generally located between Wellborn Road (FM 2154) and Royder Road, near Greens Prairie Road West.

Sponsors: Jessica Bullock

Indexes:

Code sections:

Attachments: Background Information
Aerial and Small Area Map (SAM)
Ordinance

Date	Ver.	Action By	Action	Result

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 2 acres being situated in the Samuel Davidson League, Abstract No. 13, Brazos County, Texas. Said tract being a portion of the remainder of a called 33.70 acre tract described as third tract by a deed to Keren Eidson recorded in Volume 300, Page 609 of the deed records of Brazos County, Texas, generally located between Wellborn Road (FM 2154) and Royder Road, near Greens Prairie Road West.

Relationship to Strategic Goals: Diverse & Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their December 3, 2015 meeting and voted to recommend approval 5-0. Staff also recommends approval of the rezoning request.

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 property is designated as Wellborn Restricted Suburban in the Wellborn Community Plan Future Land Use and Character Map. In

addition to residential lots, this land use allows for office and light commercial activity within 15 percent of the developing area. The proposed rezoning is consistent with this designation.

2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The surrounding property is zoned R Rural, a designation received upon annexation. SC Suburban Commercial is intended to be compatible with the character of suburban single-family neighborhoods. Buildings have a residential character and scale, and sites are heavily landscaped to minimize the impacts of non-residential uses and associated parking areas on adjacent residential zoning districts.

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 subject area has frontage to Wellborn Road (FM 2154), a major arterial, and located near other commercial uses. Due to these conditions, the applicant states this area is more suitable for commercial.

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 current designation of R Rural allows property to be subdivided into an average of three-acre lots. The subject area is a portion of a tract where the applicant is looking to develop commercial uses. When the area was annexed in 2015, it was zoned R Rural as a placeholder designation. The Wellborn Community Plan allows for some light commercial in the area designated Wellborn Restricted Suburban. SC Suburban Commercial on approximately two acres would allow for low-density commercial uses that cater to nearby residents and is in line with the Wellborn Community Plan.

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 applicant states the property is unmarketable for rural and agricultural uses as development continues to occur along FM 2154.

6. **Availability of water, wastewater, stormwater, 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 line along Royder Road which may serve this property. Capacity is currently available in the existing sanitary sewer system to support some additional development, however capacity will need to be analyzed further with site development. Drainage is mainly to the south within the Peach Creek Drainage Basin. Access to the site will be along Wellborn Road and subject to TxDOT requirements and permitting. Drainage and other public infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. Existing infrastructure appears to be adequate for the proposed use at this time.

Budget & Financial Summary: N/A

Attachments:
1. Background Information
2. Aerial and Small Area Map (SAM)
3. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: December 3, 2015
Advertised Council Hearing Date: January 14, 2016

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:

Creek Meadows
Royder Ridge
Wellborn Oaks
Sweetwater Forest
Turnberry Place

Property owner notices mailed: Three
Contacts in support: None
Contacts in opposition: None
Inquiry contacts: One

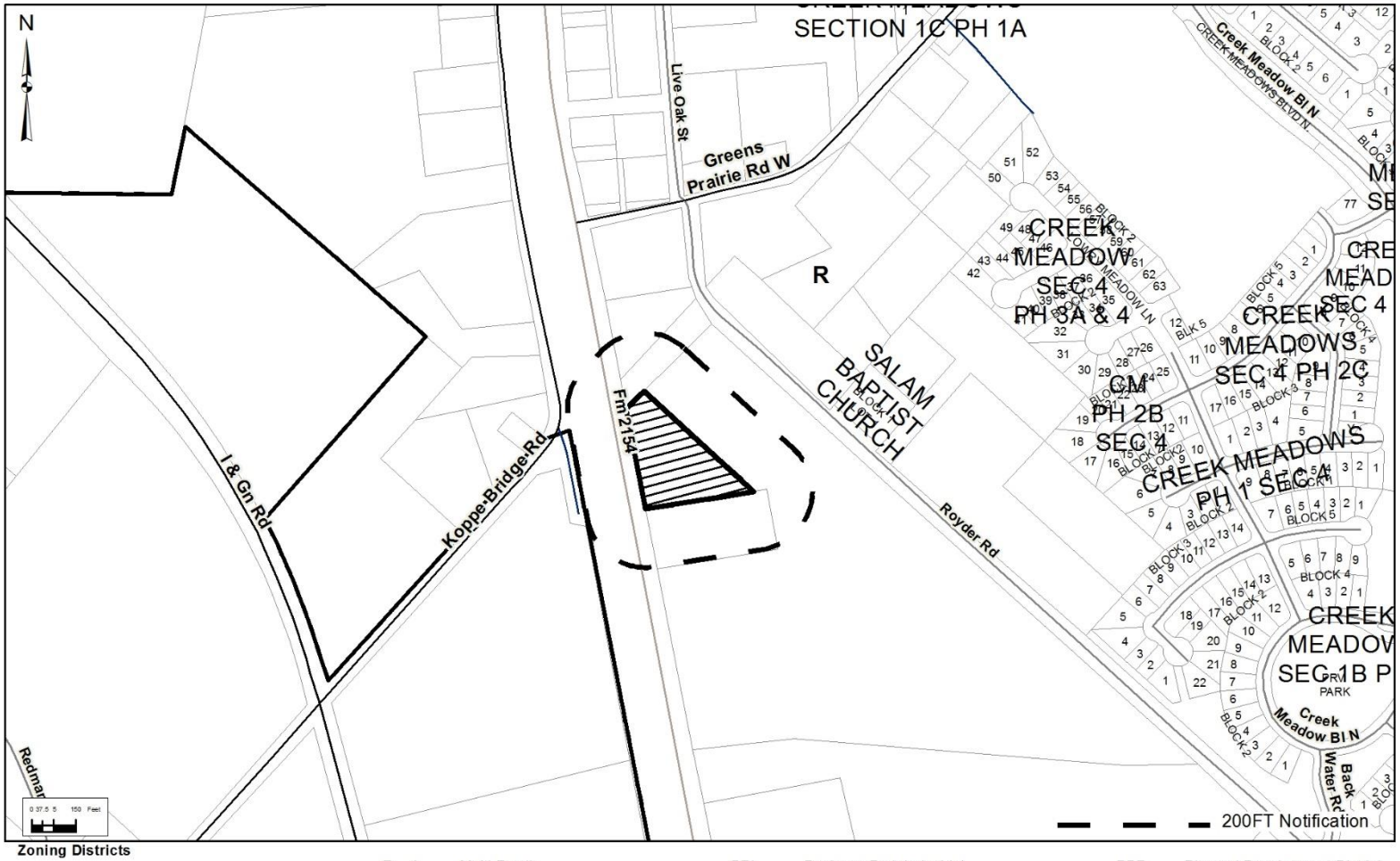
ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Wellborn Commercial	R Rural	Residential
South	Wellborn Restricted Suburban	R Rural	Residential
East	Wellborn Restricted Suburban	R Rural	Undeveloped
West (Across Wellborn Road)	Wellborn Rural	N/A (ETJ)	Residential

DEVELOPMENT HISTORY

Annexation: 2015
Comprehensive Plan: Wellborn Restricted Suburban (2013)
Zoning: R Rural upon annexation (2015)
Final Plat: Unplatted
Site development: Undeveloped

DEVELOPMENT REVIEW	WELLBORN SETTLEMENT	Case: REZ2015-000016 REZONING



Zoning Districts

R	Rural	R – 4	Multi-Famliy	BPI	Business Park Industrial	PDD	Planned Development District
E	Estate	R – 6	High Density Multi-Family	NAP	Natural Areas Protected	WPC	Wolf Pen Creek Dev. Corridor
RS	Restricted Suburban	MHP	Manufactured Home Park	C – 3	Light Commercial	NG – 1	Core Northgate
GS	General Suburban	O	Office	M – 1	Light Industrial	NG – 2	Transitional Northgate
R - 1B	Single Family Residential	SC	Suburban Commercial	M – 2	Heavy Industrial	NG – 3	Residential Northgate
D	Duplex	GC	General Commercial	C – U	College and University	OV	Corridor Overlay
T	Townhouse	CI	Commercial-Industrial	R & D	Research and Development	RDD	Redevelopment District
		BP	Business Park	P-MUD	Planned Mixed-Use Development	KO	Krenek Tap Overlay

DEVELOPMENT REVIEW	WELLBORN SETTLEMENT	Case: REZ2015-000016 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 FOR APPROXIMATELY 2 ACRES FOR THE PROPERTY BEING SITUATED IN THE SAMUEL DAVIDSON LEAGUE, ABSTRACT NO. 13, BRAZOS COUNTY, TEXAS; SAID TRACT BEING A PORTION OF THE REMAINDER OF A CALLED 33.70 ACRE TRACT DESCRIBED AS THIRD TRACT BY A DEED TO KEREN EIDSON RECORDED IN VOLUME 300, PAGE 609 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, GENERALLY LOCATED BETWEEN WELLBORN ROAD (FM 2154) AND ROYDER 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 14th day of January, 2016

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:

METES AND BOUNDS DESCRIPTION
OF A
2.009 ACRE TRACT
SAMUEL DAVIDSON LEAGUE, A-13
BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE SAMUEL DAVIDSON LEAGUE, ABSTRACT NO. 13, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE REMAINDER OF A CALLED 33.70 ACRE TRACT DESCRIBED AS THIRD TRACT BY A DEED TO KEREN EIDSON RECORDED IN VOLUME 300, PAGE 609 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND ON THE EAST LINE OF FM 2154 (WELLBORN ROAD – 100' R.O.W.) MARKING THE NORTHWEST CORNER OF SAID REMAINDER OF 33.70 ACRE TRACT AND THE SOUTH CORNER OF A CALLED 0.88 ACRE TRACT DESCRIBED AS TRACT 1 BY A DEED TO EUGENE BERNARD SAVAGE II RECORDED IN VOLUME 7912, PAGE 257 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 45° 13' 02" E ALONG THE COMMON LINE OF SAID REMAINDER OF SAID 33.70 ACRE TRACT AND SAID 0.88 ACRE TRACT FOR A DISTANCE OF 87.80 FEET, FOR REFERENCE A 5/8 INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF ROYDER ROAD (VARIABLE WIDTH R.O.W.) MARKING THE NORTH CORNER OF SAID REMAINDER OF 33.70 ACRE TRACT BEARS: N 45° 13' 02" E FOR A DISTANCE OF 324.75 FEET;

THENCE: S 47° 20' 44" E THROUGH SAID REMAINDER OF 33.70 ACRE TRACT FOR A DISTANCE OF 508.06 FEET TO THE COMMON LINE OF SAID REMAINDER OF 33.70 ACRE TRACT AND A CALLED 2.00 ACRE TRACT AS DESCRIBED BY A DEED TO CARL DAVID HATTAWAY AND WIFE, GWENDOLYN S. HATTAWAY RECORDED IN VOLUME 1220, PAGE 64 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, FOR REFERENCE A 1/2 INCH IRON ROD FOUND MARKING THE NORTHEAST CORNER OF SAID 2.00 ACRE TRACT BEARS: N 80° 51' 19" E FOR A DISTANCE OF 43.12 FEET;

THENCE: S 80° 51' 19" W ALONG THE COMMON LINE OF SAID REMAINDER OF 33.70 ACRE TRACT AND SAID 2.00 ACRE TRACT FOR A DISTANCE OF 374.74 FEET TO A ½ INCH IRON ROD FOUND ON THE EAST LINE OF FM 2154 MARKING THE NORTHWEST CORNER OF SAID 2.00 ACRE TRACT

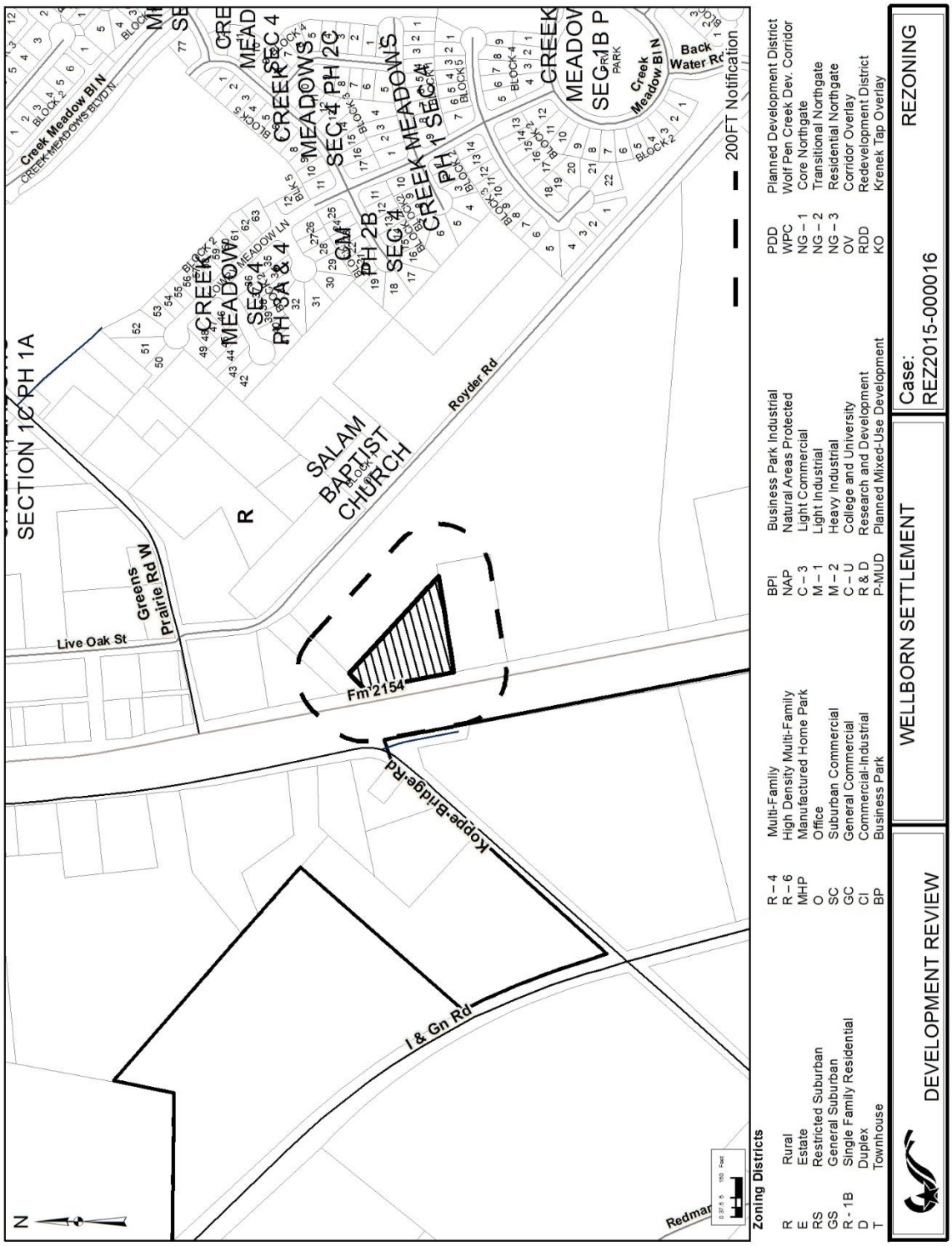
THENCE: N 10° 55' 27" W ALONG THE EAST LINE OF FM 2154 FOR A DISTANCE OF 348.26 FEET TO THE **POINT OF BEGINNING** CONTAINING 2.009 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND JUNE 2014. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

C:/WORK/MAB/15-805B.MAB

STATE OF TEXAS
REGISTERED
BRAD KERR
4502
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "B"


N
SECTION 1C PH 1A
Creek Meadow Bl N
CREEK MEADOWS BLVD N
CREEK MEADOWS SEC 4 PH 3A & 4
CREEK MEADOWS SEC 4 PH 2C
CREEK MEADOWS SEC 4 PH 2B
CREEK MEADOWS SEC 1B PARK
Back Water Rd
Creek Meadow Bl N
R
SALAM BAPTIST CHURCH
Royder Rd
Greens Prairie Rd W
Live Oak St
Fm 2154
Koppe Bridge Rd
I & Gn Rd
200FT Notification
Zoning Districts
R Rural
E Estate
RS Restricted Suburban
GS General Suburban
R - 1B Single Family Residential
D Duplex
T Townhouse
R – 4 Multi-Family
R – 6 High Density Multi-Family
MHP Manufactured Home Park
O Office
SC Suburban Commercial
GC General Commercial
CI Commercial-Industrial
BP Business Park
BPI Business Park Industrial
NAP Natural Areas Protected
C – 3 Light Commercial
M – 1 Light Industrial
M – 2 Heavy Industrial
C – U College and University
R & D Research and Development
P-MUD Planned Mixed-Use Development
PDD Planned Development District
WPC Wolf Pen Creek Dev. Corridor
NG – 1 Core Northgate
NG – 2 Transitional Northgate
NG – 3 Residential Northgate
OV Corridor Overlay
RDD Redevelopment District
KO Krenek Tap Overlay
DEVELOPMENT REVIEW
WELLBORN SETTLEMENT
Case: REZ2015-000016
REZONING

Legislation Details (With Text)

File #:	15-0761	**Version:**	1	**Name:**	FY 2014-15 User Fees for Facilities and Programs
Type:	Resolution			**Status:**	Agenda Ready
File created:	12/21/2015			**In control:**	City Council Regular
On agenda:	1/14/2016			**Final action:**	
Title:	Presentation, possible action, and discussion regarding approval of a resolution for Parks and Recreation Department User Fees for facilities and programs for FY 2015-16.				
Sponsors:	David Schmitz				
Indexes:					
Code sections:					
Attachments:	FY2016 GENERAL FUND FEES DRAFT 2.pdf FY2016 REC FUND FEES DRAFT 2.pdf Parks User fees Resolution.pdf				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding approval of a resolution for Parks and Recreation Department User Fees for facilities and programs for FY 2015-16.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): The Parks and Recreation Advisory Board and staff recommend approval of the resolution and fees schedule as submitted.

Summary: The Parks and Recreation Department conducts annual reviews of user fees to determine direct costs, as well as local “market” rates for individual programs and facilities. Further, the Parks and Recreation Advisory Board established a departmental fees policy statement to provide guidance in the establishment of fees. This policy is consistent with the City’s fiscal and budgetary policy. The Parks and Recreation Advisory Board reviewed all of the proposed fees on November 10, 2015 and voted 7-0 to recommend approval of the fees as submitted.

Budget & Financial Summary: These fees will go into effect upon approval by City Council.

Reviewed and Approved by Legal: Yes

Attachments:

1. General Fund Fees - DRAFT
2. Recreation Fund Fees - DRAFT
3. Resolution

PARKS & RECREATION DEPARTMENT

FY 2016 DRAFT GENERAL FUND USER FEES

Effective January 1, 2016

ATHLETIC FIELDS	***2011***	***2012-13***	***2014-15***	***2016***
1. Athletic Field Rental ~ One (1) Field, Per Day (Includes Field Redevelopment Fee of $15)	$120 / day	$150 / day	$150 / day	$200/day
2. Athletic Field Rental ~ One (1) Field, Per Hour, up to Seven (7) Hours. (Includes Field Redevelopment Fee of $5)	$20 / hour	$30 / hour	$30 / hour	$40/hour
3. Athletic Field Rental Deposit	Varies	Varies	Varies	Varies
4. Lights for Field Rentals (Per hour/Per field)	$15 / hour	$20 / hour	$20 / hour	$30/hour
5. Game Field Prep Fee, Per Field	$50 / field	$75 / field	$75 / field	$100/field
6. Bee Creek Batting Cage Rental, Per Hour	$10 / hour	$15 / hour	$15 / hour	$15/hour
7. Tournament/Event Rate	Contact Parks & Recreation Office for Pricing.			
8. Key Fee (New Annual Fee and Replacement Fee)	$10 each	$10 each	$10 each	$10 each
9. TAMU Game Day Parking Fee @ a City Facility Parking Lot (City Hall & Wayne Smith Complex & Crompton Park)	$10 / day	$10 / day	$10 / day	$10 / day
10. TAMU Game Day Parking Fee – Self Contained RV Unit	$30 / day	$30 / day	$30 / day	$30 / day

~ In addition to the rental fees, a deposit will be charged and paid by the renter <u>in advance of any tournament.</u> The deposit will vary depending on the type and size of the tournament.

~ In addition to the rental and deposit fees, additional fees may be assessed to the renter depending on the length and type of tournament in order to cover expenses incurred by the City for personnel and supplies needed to facilitate the tournament.

~ Initial game field prep and light fees are included in the daily rental fee, but not in hourly rental fees.

	2011		***2012-13***		***2014-15***		***2016***	
PAVILION RENTALS PER DAY	***Resident Rate***	***Non Resident Rate***	***Resident Rate***	***Non Resident Rate***	***Resident Rate***	***Non Resident Rate***	***Resident Rate***	***Non Resident Rate***
1. Bee Creek (100); Oaks (40)								
Monday – Thursday	$100	$150	$125	$250	$125	$250	$150	$180
Friday – Sunday & Holidays	$125	$190	$150	$300	$150	$300	$200	$240
Deposit	$200	$300	$200	$200	$200	$200	$200	$200
2. Central (200) / Southwood Pavilions (300)								
Monday – Thursday	$150	$225	$200	$400	$200	$400	$250	$300
Friday – Sunday, and Holidays	$225	$340	$250	$500	$250	$500	$300	$360
Deposit	$200	$300	$200	$200	$200	$200	$200	$200
3. John Crompton Park Pavilion (80)								
Monday – Thursday	$125	$190	$150	$300	$150	$300	$175	$210
Friday – Sunday, and Holidays	$175	$265	$200	$400	$200	$400	$225	$270
Deposit	$200	$300	$200	$200	$200	$200	$200	$200
4. American Pavilion in Veterans Park (500)								
Monday – Thursday	$250	$375	$300	$600	$300	$600	$350	$420
Friday – Sunday, and Holidays	$350	$525	$350	$700	$350	$700	$400	$480
Deposit	$400	$600	$400	$400	$400	$400	$400	$400
5. Dog Park Rentals – (Steeplechase Park and University Park) Per day	$150	$225	$150	$300	$150	$300	$150	$180
6. Transfer / Cancellation Fee Per Change	$10		$20		$20		$20	

~ Deposits are refundable if the facility is left clean, damage-free, and the keys are returned.

~ Deposits are refundable, less the $20 cancellation fee if reservation is cancelled no later than seven (7) days prior to rental date.

~ ( ) – The parenthesis by each pavilion shows the limit of occupants that the pavilion can facilitate.

PERMITS & COMMISSIONS	2011	2012-13	2014-15	2016
1. Vendor Permit	$50	$50	$50	$50
2. Alcohol Permit (Required when alcohol is served at Lincoln Center, Southwood Center, Conference Center, Wolf Pen Creek and Veterans Park rentals.)	$55	$55	$55	$55
3. Commissions: (Gross Sales minus Sales Tax)				
Food & Drinks	10 - 15 %	10 - 15 %	10%	10%
Other Goods	10 - 15 %	10 - 15 %	10%	10%
Alcoholic Beverages	20 - 25 %	20 - 25 %	20%	20%

	2011		2012-13		2014-15		2016	
WOLF PEN CREEK	Mon -Thur	Fri-Sun	Mon -Thur	Fri-Sun	Mon -Thur	Fri-Sun	Mon -Thur	Fri-Sun
1. Amphitheater Rentals Per Day:								
Private Rental	$300	$400	$500	$600	$500	$600	$500	$600
Non Commercial ~ Benefit Rental	$600	$700	$750	$900	$750	$900	$750	$900
Professional/Commercial Rentals	$1,000	$1,100	$1,000	$1,200	$1,000	$1,200	$1,000	$1,200
2. Green Room Events ~ Four Hrs or Less								
Non Commercial	$100	$125	$110	$140	$110	$140	$150	$200
Commercial	$125	$175	$150	$200	$150	$200	$200	$250
3. Green Room Events ~ Five to Twelve Hrs								
Non Commercial	$250	$300	$275	$325	$275	$325	$300	$400
Commercial	$300	$350	$325	$375	$325	$375	$400	$500
4. The Plaza at Wolf Pen Creek								
Rental (Includes Pavilion and Restrooms)	$100	$150	$110	$160	$110	$160	$150	$200
5. Festival Site Rental								
Private Rental	N/A	N/A	N/A	N/A	$200	$300	$200	$300
Non-Commercial ~ Benefit Rental	N/A	N/A	N/A	N/A	$400	$500	$400	$500
Private Commercial Rental	N/A	N/A	N/A	N/A	$600	$700	$600	$700
6. Amphitheater & Festival Site Rental								
Private Rental	N/A	N/A	N/A	N/A	$600	$800	$600	$800
Non-Commercial ~ Benefit Rental	N/A	N/A	N/A	N/A	$950	$1,200	$950	$1,200
Private Commercial Rental	N/A	N/A	N/A	N/A	$1,200	$1,500	$1,200	$1,500
7. Deposit								
For Green Room, Plaza or Festival Site	Varied According to Event				$200		$200	
For Amphitheater	Varied According to Event				$600		$600	
8. Transfer / Cancellation Fee Per Change	Per Rental Agreement				Per Rental Agreement		Per Rental Agreement	

~ A percentage of ticketing and fees for service personnel and vending charges will be added accordingly for amphitheater rentals.
~ A percentage of the gate will be negotiated for commercial events.
~ Non Commercial is defined as: Non-profit, student, civic or private.
~ Security deposits are based upon participants/attendees.

CEMETERY FEES (effective October 1, 2015)		2011	2012-13	2014-15	2016
1. College Station Cemetery:	Standard Space	$1,125	$1,250	$1,375	$1,450
	Cremate Space	$350	$400	$440	$440
	Infant Space	$175	$200	$220	$220
2. Memorial Cemetery of College Station:					
Municipal Section:	Standard Space	$1,125	$1,250	$1,375	$1,450
" " "	Columbaria Niche	$690	$750	$825	$825
" " "	Infant Space	$175	$200	$220	$220
Aggie Field of Honor:	Standard Space	$2,350	$2,500	$2,750	$3,000
" " "	Columbaria Niche	$1,380	$1,500	$1,650	$1,650
3. Grave Opening and Closing Fee		N/A	N/A	$150	$150
4. Mark the Grave and Set the Monument		N/A	N/A	$100	$100
5. Memorial Bench Set Fee		N/A	N/A	$100	$100

PARKS & RECREATION DEPARTMENT
FY 2016 DRAFT REC FUND FEES

Effective January 1, 2016

ADULT SPORTS PER TEAM	2011		2012-13		2014-15		2016	
	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate
1. Volleyball (No Field Redevelopment Fee Included)	$210		$210		$210		$225	
2. Softball (Inc. $95/Team Field Redevelopment Fee)	$390		$390		$390		$390	
3. Kick Ball (Inc. $95/Team Field Redevelopment Fee)	$375		$395		$390		$390	
4. Ultimate Frisbee	NA		NA		NA		$150	
5. Tennis Lessons Per Person *(Moved from Instruction)*	$70	$105	$70	$140	$70	$140	$75	$90
6. Outside League Field Redevelopment Fee Per Team	$95	$190	$95	$190	$95	$190	$95	$114
7. Outside League Per Game Contract Fee	$10	$15	$15	$30	$15	$30	$15	$18
8. Transfer/Cancellation/Late Registration Fee	$10		$20		$20		$20	
Adult sports are registered as a team unless otherwise noted.								

AQUATICS PROGRAMS	2011		2012-13		2014-15		2016	
	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate
1. Swim Lessons								
45-Minute Lesson	$45	$70	$45	$90	$45	$90	$45	$54
25-Minute Lesson*	$40	$60	$40	$80	$40	$80	$40	$48
2. Stroke Clinic	$50	$75	$50	$100	$50	$100	NA	NA
3. Water Fitness & Lap Swim Discount Pass (25 Punches)					$50		$60	
4. Swim Team (No Field Redevelopment Fee)	$110		$110		$125		$125 (-$10 each sibling)	
5. Transfer / Cancellation Fee	$10		$20		$20		$20	
**** Children ages 5 and under attend only a 25-minute lesson. All other lessons are 45 minutes in length.***								
6. General Admission Per Person (Ages 3 and Up)								
Hallaran/Thomas	$3		$3		$3		$3	
Adamson	$6		$6		$6		$6	
7. Discount Pass – 25 Swims								
Hallaran/Thomas	$60		$60		$50		$60	
*Adamson	$100		$100		$100		$120	
8. Family Season Pass (Up to Five Family Members)								
Fee for Additional Members in Excess of Five	$25 Per Person		$25 Per Person		$25 Per Person		**$30 Per Person**	
Hallaran/Thomas Pass	$150		$150		$150		**$200**	
*Adamson	$250		$250		$250		**$275**	
9. Individual Season Pass								
Hallaran/Thomas	$75		$75		$75		$75	
*Adamson	$125		$125		$125		$125	
10. Pool Rentals (2 Hour Period. Limited weekend availability.)								
Thomas/Hallaran: Up to 100 people	NA	NA	NA	NA	NA	NA	$250	$300
Adamson: Up to 100 people	$325	$490	$325	$650	$325	$650	$350	$420
101 – 300 people	$375	$565	$375	$750	$375	$750	$600	$720
301 – 600 people	$450	$675	$450	$900	$450	$900	$800	$960
11. Pool Parties Per Person – (2 Hour Period)								
Pavilion Party (Four-table Limit)	$20		$20		$20		$20	
12. Junior Lifeguard Program Per Person, Per Session	$75		$75		$75		$75	

AQUATICS PROGRAMS	2011		2012-13		2014-15		2016	
	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate
13. Lifeguard Training Fee, Per Person	N/A		$150		$150		$150	
14. WSI Class Fee, Per Person	N/A		$150		$150		$150 (or $200 with Lifeguard)	
15. Summer Day Camp (CSISD)	NA		NA		50% res. rate		Up to 50% res. rate	
15. CPR/First Aid Certification Fee, Per Person	N/A		$25		$25		$25	
16. Transfer/Cancellation Fee for Pool Rentals	$10		$20		$20		1/3 of rental fee	

Adamson passes are also valid at Southwood Hallaran and Thomas pools.

INSTRUCTION FEES PER PERSON	2011		2012-13		2014-15		2016	
	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate
1. *All Xtra Education class fees will be set according to the individual needs of each class and are based upon the City of College Station recovery policy.*								
2. Instruction Class Transfer / Cancellation Fee	$10		$10		$20		$20	

LINCOLN CENTER	2011		2012-13		2014-15		2016	
	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate
1. After School Program:								
Youth (17 & Under) (Qualifying Families – low income)	$20	$30	$30	$60	$30	$60	$60/sem $45/sem	NA
2. Summer Program	$50	$100	$50	$100	$50	$100	$50/ses	NA
3. Late Pick-up Fee:								
1st Fifteen Minutes	$5	$5	$5	$10	$5	$10	$5	$6
Each Additional Minute Thereafter	$1.00	$1.00	$1.00	$2.00	$1.00	$2.00	$1	$2
4. Adult (18 & Over) Annual ($30 quarterly) Membership Pass	$45	$70	$75	$150	$75	$150	$100	$120
5. Non-Member Guest Pass Per Day (Youth or Adult)	$2	$3	$2	$4	$2	$4	$2	$4
6. Gym Deposit Per Day (8-Hour Block)	$250	$375	$275	$550	$275	$550	$300	$360
Half Court Rental per Hour (4-Hour Max)	$30	$45	$40	$80	$40	$80	$50/hr	$60/hr
Full Court Rental per Hour (4-Hour Max)	$40	$60	$50	$100	$50	$100	$75/hr	$90/hr
All Day Usage (More than 4 Hours)	$250	$375	$275	$550	$275	$550	$350	$420
Concession Usage	$20	$30	$20	$60	$20	$60	$30	$36
7. Game Room / Multi-purpose Room Rental Per Hour (4-Hour minimum)	$25/hour	$40/hour	$30/hour	$60/hour	$30/hour	$60/hour	$50/hr	$60/hr
Deposit	$75	$115	$100	$200	$100	$200	$200	$200
8. Community Room Rental Per Hour (3-Hour Max)	$30	$45	$40	$80	$40	$80	$50/hr	$60/hr
Deposit	$100	$150	$150	$300	$150	$300	$200	$200
Kitchen Fee	$25	$40	$25	$50	$25	$50	$25	$30
9. W.A. Tarrow Covered Basketball Pavilion (100) (4 Hours Max)								
Monday – Thursday	$100	$150	$125	$250	$125	$250	$150	$180
Friday – Sunday & Holidays	$125	$190	$150	$300	$150	$300	$200	$240
Deposit	$200	$300	$200	$200	$200	$200	$200	$200
10. Special Event Fee (Funerals, weddings, parties)	$275	$415	$300	$600	$300	$600	NA	NA
11. Adult Fitness Pass	NA		NA		$100		$10/mo or $100/yr	
12. Transportation Fee (CSISD to LRC)	NA		NA		$50		$45/sem	
11. Gym or Room Cancellation Fee	$10.00		$20		$20		1/3 of rental	

SOUTHWOOD CENTER - FACILITY RENTALS	2011	2012-13		2014-15		2016	
		Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate
1. Meeting Room Rental, Per Hour	$25	$25	$50	$25	$50	$50	$60
Deposit	$50	$50	$100	$50	$100	$200	$200
2. Dance/Game Room Rental, Per Hour	$35	$35	$70	$35	$70	$75	$90
Deposit	$50	$75	$150	$75	$150	$200	$200
3. Whole Facility Rental Per Hour (Excludes Computer Lab)	$75	$75	$150	$75	$150	$100	$120
Deposit	$75	$75	$150	$75	$150	$200	$200
4. Computer Lab Rental Per Hour	$15	$20	$40	$20	$40	$25	$30
5. Room or Rental Cancellation Fee	$10	$20		$20		1/3 of rental	

~ Deposits are refundable if the facility is left clean and damage-free.
~ Fees are assessed for special events and field trips.

SOUTHWOOD CENTER PROGRAMMING	2011	2012-13		2014-15		2016	
		Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate
1. School Year Teen Membership Pass (Expires May 31)	$100	$30	$60	$30	$60	$30/sem	NA
2. Summer Teen Membership Pass	N/A	$20	$40	$20	$40	$20	NA
3. Non-Member Guest Pass Per Day Teen or Senior	$2	$2	$4	$2	$4	$2	$3
4. Late Pick-up Fee:							
1st Fifteen Minutes	N/A	$5	$10	$5	$10	$5	$6
Each Additional Minute Thereafter	N/A	$1	$2	$1	$2	$1	$2
5. Senior Annual Membership Pass	N/A	$20	$40	$20	$40	$25	$30
6. Bus Pass (25 Rides)	N/A	$50	$100	$50	$100	$50	$60
Bus, Per Ride	N/A	N/A	N/A	$2.50		$2.50	

YOUTH SPORTS PER CHILD	2011		2012-13		2014-15		2016	
	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate	Resident Rate	Non Resident Rate
1. Basketball / Youth Volleyball / Per Child	$60		$60		$60		$60	
2. Flag Football (Includes $10 Field Redevelopment Fee	$60		$60		$70		$70	
3. Outside League Field Redevelopment Fee Per Child ~ All Sports	$10		$10		$10		$10	
4. Challenger Sports (Basketball, Bowling, Soccer)	$15		$15		$15		$15	
5. USTA Tennis League	$100	$150	$100	$200	$100	$200	$100	$120
6. Tennis Lessons	$70	$105	$70	$140	$70	$140	$75	$90
7. Youth Sports Transfer Cancellation Fee Per Child	$10		$20		$20		$20	

Resident/Non-Resident Fee Pricing Approved by City Council in _____ (20%).
Fees approved by Parks and Recreation Advisory Board:
Fees approved by City Council:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF COLLEGE STATION, TEXAS, APPROVING AND SETTING THE PARKS AND RECREATION DEPARTMENT'S PROGRAMS AND FACILITIES USER FEES.

WHEREAS, The Parks and Recreation Department conducts annual reviews of program and facility user fees to determine direct costs, as well as local "market" rates for individual programs and facilities; and

WHEREAS, The Parks and Recreation programs and facilities user fees are consistent with the adopted fiscal and budgetary policy; and

WHEREAS, The Parks and Recreation Advisory board reviewed the program and facility user fees on November 10, 2015 and voted 7 to 0 to recommend approval of the user fees to the City Council; and now therefore:

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

PART 1: The City Council hereby approves and adopts the Parks and Recreation Department program and facility user fees as shown in Exhibit "A".

PART 2: The Parks and Recreation Department program and facility user fees as shown in Exhibit "A" shall take effect upon approval of this resolution.

ADOPTED this 14th day of January, 2016

ATTEST:

_____
City Secretary

APPROVED:

_____
Mayor

APPROVED:

_____
City Attorney