



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, September 26, 2019

6:00 PM

City Hall Council Chambers

1. Call to Order, Pledge of Allegiance, Invocation, Consider Absence Request.

Speaker Protocol: An individual who wishes to address the City Council regarding any item on the Regular Agenda shall register with the City Secretary prior to the meeting being called to order. Registration forms are available in the Office of the City Secretary and in the lobby. Upon stepping to the podium the speaker must state their name and city of residence, including the state of residence if the city is located out of state. Speakers are encouraged to identify their College Station neighborhood or geographic location. Each speaker's remarks are limited to three (3) minutes. An individual speaking on multiple Consent Agenda items must speak on all items when the speaker is called to the podium. Speakers on multiple Consent Agenda items will have three (3) minutes to speak on the first item and one (1) additional minute to speak per each additional item regardless of the number of items they wish to address. Any speaker addressing the Council through the use of a translator may speak for six (6) minutes, and in the case of Consent Agenda items an additional two (2) minutes per item. An individual may speak for ten (10) minutes on behalf of a group of five (5) or more. The five (5) or more individuals must sign the registration form and must be present when the speaker is introduced. Those signing may not speak individually. A speaker who wishes to include computer-based information while addressing the Council must provide the electronic file to the City Secretary by noon on the day of the Council meeting. During each speaker's remarks a timer light will change from green to yellow when there is thirty seconds remaining. The speaker must conclude their remarks when the timer light changes from yellow to red.

Presentation

- Presentation proclaiming October 10th, 11th, and 12th of 2019 as the College Station Department "Fill the Boot" days to benefit the Muscular Dystrophy Association.
- Presentation by Mayor Karl Mooney to Mark Lord, Executive Director of the Texas Amateur Athletic Federation (TAAF) in acknowledgement of the Games of Texas.

Hear Visitors

During Hear Visitors an individual may address the City Council on any item which does not appear on the posted agenda. The City Council will listen and receive the information presented by the speaker, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concern shall be directed to the City Manager.

Consent Agenda

During the Consent Agenda an individual may address the City Council on any Consent Agenda item.

2. Presentation, discussion, and possible action on 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. [19-0519](#) Presentation, discussion, and possible action on minutes for:

- September 12, 2019 Workshop
- September 12, 2019 Regular

Sponsors:

Smith

Attachments:

[WKSHP091219 DRAFT Minutes](#)

[RM091219 DRAFT Minutes](#)

2b. [19-0466](#)

Presentation, discussion, and possible action regarding the renewal of six Master Agreements for Real Estate Appraisal Services: Duff & Phelps, LLC; JLL Valuation & Advisory Services, LLC; Lowery Property Advisors, LLC; Paul Hornsby & Company; S.T. Lovett & Associates; Valbridge Property Advisors. Approval of these renewals will authorize the City Manager or his delegate to approve Service Orders for each project within the terms of each Master Agreement.

Sponsors:

Fisher

Attachments:

[19300007R1 DUFF PHELPS](#)

[19300008 JLL](#)

[19300009R1 LOWERY PROPERTY ADVISORS](#)

[19300010 Hornsby](#)

[19300011 Lovett](#)

[19300012R1 Valbridge](#)

2c. [19-0518](#)

Presentation, discussion, and possible action on a three year contract with Frontier Communications for a 2 gigabyte internet connection for \$144,060.

Sponsors:

Menon

Attachments:

[Frontier Contract](#)

2d. [19-0485](#)

Presentation, discussion, and possible action on resolution adopting fees, rates and charges as provided by Chapter 2 "Administration", Article V "Finance" Division 2 "Fees, Rates and Charges" of the Code of Ordinances, and presentation, discussion, and possible action on an ordinance amending Chapter 2 "Administration", Article V "Finance" Division 2 "Fees, Rates and Charges", Section 2-120 "Fire Department Services" of the Code of Ordinances.

Sponsors:

Leonard

Attachments:[FY 20 Fees Rates and Charges Res 9-18-19 Redline](#)[FY 20 Fees Rates and Charges Res 9-18-19 Clean](#)[CH 2 Art V Fire Fees 9-18-19](#)**2e. [19-0488](#)**

Presentation, discussion, and possible action regarding approval of the of the City's annual blanket orders for electric inventory items with estimated annual expenditures of: Techline, Inc. \$658,887.50; KBS Electric \$253,115; Texas Electric Cooperative for \$92,975 and to Anixter, Inc. for \$60,093. The total recommended award is for an amount not to exceed \$1,065,070.50.

Sponsors:

Leonard

Attachments:[19-087 Annual Price Agreements](#)**2f. [19-0517](#)**

Presentation, discussion, and possible action on adopting a resolution approving the continued receipt of a share of the bingo prize fees awarded at a bingo game conducted in the City of College Station after January 1, 2020.

Sponsors:

Leonard

Attachments:[HB 914 Resolution - Bingo in CS](#)[TLC Notification](#)**2g. [19-0500](#)**

Presentation, discussion, and possible action regarding City of College Station Excess Liability and Workers' Compensation Insurance, Property/Boiler & Machinery, Commercial Crime, EMT Liability, Auto Property Damage, Cyber Liability, Unmanned Aircraft liability and property; Special Events policies for Fiscal Year 2020. FY20 premiums for all lines of coverage are not to exceed \$650,000.

Sponsors:

Pond

2h. [19-0512](#)

Presentation, discussion, and possible action regarding approval of the renewal of the City's annual price agreement for Electric Three Phase Pad Mount Transformers with estimated annual expenditures to KBS Electrical Distributors, for \$503,214.55. The total recommended price agreement renewal is for an amount not to exceed is \$503,214.55.

Sponsors:

Leonard

Attachments:[18300041R2 CONTRACT Routing Form Cvr Sheet renewal 2](#)**2i. [19-0503](#)**

Presentation, discussion, and possible action regarding approval of a construction contract with Larry Young Paving in the amount of \$3,275,747.08 for the construction of the Greens Prairie Phase 1 Widening.

Sponsors:

Fisher

Attachments: [Project Location Map](#)
[Bid Tab](#)

- 2j. [19-0504](#) Presentation, discussion, and possible action regarding an ordinance temporarily amending Chapter 38, Section 38-1013, of the Code of Ordinances by changing the posted speed limit on the section of Greens Prairie Road between 1000' west of Woodlake Drive to the Royder Road Intersection to 30 mph for the duration of the Greens Prairie Road Widening Phase 1 project.

Sponsors: Fisher

Attachments: [Greens Prairie Phase 1 CH 38 Temp Speed Limit](#)
[Project Map](#)

- 2k. [19-0505](#) Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, Section 38-1012 of the Code of Ordinances by changing the posted speed limit on the section of Holleman Drive South between North Dowling Road to the Rock Prairie West Road Intersection to 40 mph.

Sponsors: Fisher

Attachments: [13. CH 38 Speed Limits Ord FORM](#)
[Holleman Project Location Speed Limit](#)

Regular Agenda

During the Regular Agenda an individual may address the City Council on any Regular Agenda item including those items not posted for a Public Hearing. For those items posted for a Public Hearing, if the City Council needs additional information from the general public after the Public Hearing is closed some limited comments may be allowed at the discretion of the Mayor.

1. [19-0491](#) Presentation, discussion, and possible action regarding a resolution accepting the FY-2018 Assistance to Firefighters Grant (AFG) in the amount of \$315,597.

Sponsors: McMahan

Attachments: [EMP Resolution.docx](#)
[EMW-2018-FO-01385 - Award Package.pdf](#)

2. [19-0501](#) Presentation, discussion, possible action regarding approval of a construction contract with CRT GC, dba Caprock Construction in the amount of \$1,810,044.44 for the construction of the Fun for All Playground Phase 2, an all abilities park at Central Park.

Sponsors: Fisher

Attachments: [Project Location Map](#)

3. [19-0489](#) Public Hearing, presentation, discussion, and possible action on Budget Amendment 3 amending Ordinance No. 2018-4048 which will amend the budget for the 2018-2019 Fiscal Year in the amount of \$325,000 and presentation, possible action and discussion on interfund transfers totaling \$125,000.

Sponsors:

Leonard

Attachments:

[FY19 BA #3](#)

[FY19 Budget Amendment #3 Ordinance](#)

4. [19-0486](#) Presentation, discussion, and possible action on an ordinance adopting the City of College Station 2019-2020 Budget; and presentation, possible action and discussion ratifying the property tax revenue increase reflected in the budget.

Sponsors:

Leonard

Attachments:

[Appendix A1 - FY20 Budget Adoption Ordinance.docx](#)

[Copy of Appendix A1 - Attachment - IT Purchase list.xlsx](#)

5. [19-0487](#) Presentation, discussion, and possible action on approval of an ordinance adopting the City of College Station 2019-2020 ad valorem tax rate of \$0.534618 per \$100 assessed valuation, the debt service portion being \$0.221444 per \$100 assessed valuation and the operations and maintenance portion being \$0.313174 per \$100 assessed valuation.

Sponsors:

Leonard

Attachments:

[Appendix A2 - FY20 Tax Rate Ordinance.docx](#)

6. [19-0478](#) Presentation, discussion, and possible action regarding the official naming of Southeast Park and the 8 fields within the complex.

Sponsors:

Schmitz

Attachments:

[March 12 2019 minutes](#)

[SECP Concept 20161111_Edit](#)

[August 13, 2019 minutes](#)

7. [19-0515](#) Presentation, discussion, and possible action on an ordinance amending Chapter 8, "Businesses," Article V, "Home Solicitation and Itinerant Vendors," of the Code of Ordinances by adding certain sections relating to Texas A&M University ticket reselling and presentation, discussion and possible action on an interlocal agreement with Texas A&M University for law enforcement assistance related to Texas A&M University ticket reselling.

Sponsors:

McCollum

Attachments: [CH 8 Art V Div 4 TAMU Ticket Ord 8-27-19](#)
[Mutual Aid Agreement Ticket Ord 9-10-19](#)

8. [19-0454](#) Presentation, discussion, and possible action regarding an appointment to the Brazos Valley Solid Waste Management Agency, Inc. Board of Directors.

Sponsors: Smith

Attachments: [Ltr Cities BVSWMA BoD 2019](#)

9. Presentation, discussion, and possible action on future agenda items and review of standing list of Council generated agenda items: A Council Member 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.

10. 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.

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on September 20, 2019 at 5:00 p.m.



City Secretary

This building is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are asked to contact the City Secretary's Office at (979) 764-3541, TDD at 1-800-735-2989, or email adaassistance@cstx.gov at least two business days prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least two business days prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

Penal Code § 30.07. Trespass by License Holder with an Openly Carried Handgun.

"Pursuant to Section 30.07, Penal Code (Trespass by License Holder with an Openly Carried Handgun) A Person Licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), may not enter this Property with a Handgun that is Carried Openly."

Codigo Penal § 30.07. Traspasar Portando Armas de Mano al Aire Libre con Licencia.

"Conforme a la Seccion 30.07 del codigo penal (traspasar portando armas de mano al aire libre con licencia), personas con licencia bajo del Sub-Capitulo H, Capitulo 411, Codigo de Gobierno (Ley de licencias de arma de mano), no deben entrar a esta

propiedad portando arma de mano al aire libre.”



Legislation Details (With Text)

File #: 19-0519 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 9/16/2019 **In control:** City Council Regular
On agenda: 9/26/2019 **Final action:**
Title: Presentation, discussion, and possible action on minutes for:
• September 12, 2019 Workshop
• September 12, 2019 Regular
Sponsors: Tanya Smith
Indexes:
Code sections:
Attachments: [WKSHP091219 DRAFT Minutes](#)
[RM091219 DRAFT Minutes](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation, discussion, and possible action on minutes for:

- September 12, 2019 Workshop
- September 12, 2019 Regular

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: N/A

Budget & Financial Summary: None

Attachments:

- September 12, 2019 Workshop
- September 12, 2019 Regular

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
SEPTEMBER 12, 2019

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick
Jerome Rektorik
Linda Harvell
Elleanor Vessali
John Nichols
Dennis Maloney

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Jeff Kersten, Assistant City Manager
Carla Robinson, City Attorney
Tanya Smith, City Secretary
Ian Whittenton, 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 Mooney at 4:01 p.m. on Thursday, September 12, 2019 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.074-Personnel, and §551.087-Economic Incentive Negotiations, the College Station City Council convened into Executive Session at 4:01 p.m. on Thursday, September 12, 2019 in order to continue discussing matters pertaining to:

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

- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
- McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas
- City of College Station v. Gerry Saum, Individually, and as Independent Executrix of the Estate of Susan M. Wood, Deceased; Cause No. 17-002742-CV-361; In the 361st District Court, Brazos County, Texas

- Carrie McIver v. City of College Station; Cause No. 18-003271-CV-85; In the 85th District Court, Brazos County, Texas
- B. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:
- Council Self-Evaluation
 - City Manager
- C. Deliberation on an offer of financial or other incentives for a business prospect that the Council seeks to have locate, stay or expand in or near the City; to wit:
- Economic incentives for a project located generally in the area northeast of the intersection of Raymond Stotzer Parkway and Highway 47 in College Station.

Executive Session recessed at 5:06 p.m.

3. Reconvene from Executive Session and take action, if any.

No vote or action was taken in Executive Session.

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

Items 2b and 2h, were pulled from Consent for clarification.

(2b): *Natalie Ruiz*, Economic Development Director, stated that the shared infrastructure costs total approximately \$356,070, of which the City (Seller) will pay \$179,364 and Grand Jr., LLC (Buyer) will pay \$176,706, which the City's portion of shared infrastructure costs will cover the cost of the sale of Lot 5, Block 6.

(2h): *Jeff Capps*, Deputy City Manager, explained that the amount given to each entity is based upon a statutory JAG formula that considers the jurisdiction's share of state population and reported Part 1 violent crime statistics.

5. Presentation, discussion, and possible action on the City of College Station's first annual CodeFest event.

Sindu Menon, Chief Information Officer, presented a brief overview of the first annual College Station Civic CodeFest, which was a community event hosted by the City of College Station's IT Department. Community members with ideas and technology skills participated in this 24 hour event and created technology prototypes to address various civic challenges. Participants ranging from 16 to 45 years old, came from various backgrounds such as business professionals, college students, and high school students. Ms. Menon stated that there were 4 apps, 5 websites (includes maps), and 1 twitter bot demonstrated during the event and with the support of our sponsors, there were three (3) prizes. The first place winners developed an app using the City's Open Data and data that was publicly available in other websites.

6. Council Calendar

Council reviewed the calendar.

7. Discussion, review, and possible action regarding the following meetings: Animal Shelter Board, Annexation Task Force, Arts Council of Brazos Valley, Architectural Advisory Committee, 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, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Compensation and Benefits Committee, Comprehensive Plan Evaluation Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, FBT/Texas Aggies Go to War, Gulf Coast Strategic Highway Coalition, 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 Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Economic Development, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Walk with the Mayor, YMCA, Youth Advisory Council, Zoning Board of Adjustments, (Notice of Agendas posted on City Hall bulletin board).

Councilmember Nichols reported on the Comprehensive Plan Evaluation Committee, the Chamber Legislative Affairs Committee, and the Brazos Valley Council of Governments.

Councilmember Rektorik reported on the Brazos Valley Economic Development Corporation.

8. Adjournment

There being no further business, Mayor Mooney adjourned the workshop of the College Station City Council at 5:34 p.m. on Thursday, September, 2019.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
SEPTEMBER 12, 2019

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick
Jerome Rektorik
Linda Harvell
Elianor Vessali
John Nichols
Dennis Maloney - absent

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Jeff Kersten, Assistant City Manager
Carla Robinson, City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Mooney at 6:01 p.m. on Thursday, September 12, 2019 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

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

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

Proclamation declaring September 17th through 23rd as Constitution Week.

Mayor Mooney presented the proclamation and proclaimed September 17-23, 2019 as Constitution Week. Present to accept the proclamation was the La Villita Chapter of the Daughters of the American Revolution.

Hear Visitors Comments

Elianor Vessali, College Station, came before Council to honor the service and sacrifice of Army Captain Sean E. Lyerly.

Jacob Prazak, College Station, came before Council highlight the health of a College Station firefighter who was diagnose with cancer and emphasize the importance of the additional screenings for firefighters. He went on to thank the Council, city staff, and Fire Administration for their continued support of the screening program.

David Scott, College Station, came before Council to state his concern with Lick Creek Park and how the City has caused damage to this park. He stated he understands the need for utilities but what is happening to the park is devastating.

Donell Frank, College Station, came before Council to express her concerns with Lick Creek Park, and the utilities infrastructure that is being placed in this park. She would like to see the City plant new native plants in place of the natural plants that have been remove due to the utility construction.

Jackie Girouard, College Station, came before Council to express her concerns with Lick Creek Park and her personal history with this park, until the destruction.

Cheryl Lewis, College Station, came before Council to express her concerns with Lick Creek Park and her desire to see the City take more care to not destroy natural habitat. She offered to volunteer to help with the preservation of this park, the native plants, and water conservation.

Sandy Dillard, Bryan, came before Council to state his concern with Lick Creek Park and echoes what the other speakers stated regarding this park. He also stated that if the City would look into “eco-tourism” it could help sustain this city.

CONSENT AGENDA

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

- **August 22, 2019 Workshop Meeting**
- **August 22, 2019 Regular Meeting**

2b. Presentation, discussion and possible approval of Ordinance No. 2019-4116 entering into a Participation Agreement for Constructing Public Infrastructure between Grand Jr., LLC, an Idaho Limited Liability Company authorized to do business in Texas and the City of College Station, Texas for a total amount of City participation not to exceed \$208,851 excluding fixed fees.

2c. Presentation, discussion, and possible action regarding approval of the following documents relating to the Block 6, Lots 1R & 2-5 Property Owners Association located within The Business Center at College Station:

- I. **Certification of Formation, including identifying the initial board of director members as the City Manager, the Director of Economic Development and the Director of Planning and Development.**
- II. **By Laws**
- III. **Declaration of Restrictive Covenants**

2d. Presentation, discussion, and possible action to authorize expenditure of funds for FY 2020 for items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by

state law that are greater than \$100,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.

2e. Presentation, discussion, and possible action on Ordinance No. 2019-4117 to approve a negotiated settlement agreement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corp., Mid-Tex Division, regarding the company's 2019 rate review mechanism filings with attached rate tariffs and proof of revenues.

2f. Presentation, discussion, and possible action on Ordinance No. 2019-4118 amending Chapter 38, "Traffic and Vehicles," Article II "Stopping, Standing and Parking," Division 3 "Northgate Area," Section 38-109 "Violations" of the Code of Ordinances by amending certain sections relating to the Northgate Parking Garage Gate.

2g. Presentation, discussion, and possible action regarding the approval of the annual price agreement for Auto Heavy Truck Paint and Body Repairs to Corn's Collision Center, Inc. for an amount not to exceed \$120,000 annually, for a total possible contract award of \$600,000 and the rejection of bids received in response to Invitation to Bid (ITB) #19-051 and rejection of contract 19300569.

2h. Presentation, discussion, and possible action on an Interlocal Agreement (ILA) with Brazos County and the City of Bryan to apply and accept a U.S. Department of Justice 2019 Justice Assistance Grant (JAG).

2i. Presentation, discussion, and possible action on the consideration of Ordinance No. 2019-4119 amending Chapter 38, "Traffic and Vehicles," Articles VI, "Traffic Schedules," Section 38-1002 "Traffic Schedule II, Four Way Stop Intersections," of the Code of Ordinances of the City of College Station, Texas by implementing a four-way stop intersection at Church Avenue East and West Bound at Second Street and the Public Way of the Northgate Surface Parking Lot.

2j. Presentation, discussion, and possible action regarding renewal of contracts from Bid #18-114 for prefabricated signs and sign blanks in the amount of \$54,224.50 with Vulcan Signs and for posts and hardware in the amount of \$61,585.00 with Dobie Supply.

MOTION: Upon a motion made by Councilmember Rektorik and a second by Councilmember Brick, the City Council voted six (6) for and none (0) opposed, to approve the Consent Agenda. The motion carried unanimously.

REGULAR AGENDA

1. Public Hearing, presentation, discussion, and possible action on the City of College Station FY2019-2020 Proposed Budget.

Mary Ellen Leonard, Finance Director, presented the Operations and Maintenance that are proposed at \$269,986,220 and the Capital portion is proposed at \$71,171,087 for a total proposed budget of \$341,157,307. The FY2019-2020 Budget is scheduled to be adopted in Council Chambers on Thursday, September 26, at 6:00 p.m.

At approximately 6:35 p.m., Mayor Mooney opened the Public Hearing.

Brian Alg, Pebble Creek, came before Council to state his concerns related the money the City is giving to businesses in the form of economic incentives.

Craig Hall, College Station, stated that a few years ago the City decided to make minimal tax increases but continues to be one of the fastest growing municipalities in Texas. He further stated that the City raising capital through taxes is not desirable but necessary to conduct business as it has needs for the maintenance, staffing, and planning for future growth.

There being no comments, the Public Hearing was closed at 6:42 p.m.

2. Public Hearing, presentation, discussion, and possible action on the City of College Station 2020 advertised ad valorem tax rate of \$0.534618 per \$100 valuation resulting in an increase in tax revenues. Also discussion and possible action on announcing the meeting date, time and place to adopt the tax rate.

Mary Ellen Leonard, Finance Director, presented the first of two public hearings on the tax rate. The proposed tax rate of 53.4618 cents per \$100 assessed valuation will generate \$51,722,744 in taxes.

The certified property valuation totaled \$10.0 billion, which is a total increase of \$492 million or approximately a 4.93% increase in value over last year. The effective tax rate is 49.5757 cents per \$100 assessed valuation. The current tax rate is 50.58 cents per \$100 assessed valuation, and the proposed tax rate is 53.4618 cents per \$100 assessed valuation. If adopted, the proposed tax rate per \$100 of assessed valuation would be 53.4618 cents and would provide 22.1444 cents for debt service and 31.3174 cents for operations and maintenance. This tax rate meets the Debt Service requirements, and funds the proposed General Fund budget. The FY20 Budget reflects a 2.8777 cent per \$100 assessed valuation. The proposed FY20 budget is \$341 million, this is \$19.7 million below last year's due to the timing of capital project appropriations.

At approximately 6:47 p.m., Mayor Mooney opened the Public Hearing.

Richard Dusold, College Station, expressed his concerns on the proposed tax rate increase and how no one in the city is in favor of this increase and he believes the council should vote down the proposed budget.

Michael Nibert, College Station, came before Council to express his concerns of the proposed tax increase. He stated that this doesn't affect him because he is over 65 but is here to help speak on behalf of the citizens that are not in favor of the proposed tax rate increase.

Sherri Echols, College Station, came before Council to speak about her concerns on the proposed tax rate increase. She does not believe that individual income has increased at a rate equal to the increased taxes over the last several years.

Brian Alg, Pebble Creek, came before Council to state his concerns on the proposed tax rate increase which he believes is a reaction to the state capping future tax increases.

Michelle Lee, College Station, stated she is a part of an online group of people that are not in favor of the proposed tax rate increase and state that she believes that new development should pay for new services.

There being no comments, the Public Hearing was closed at 7:01 p.m.

Mayor Mooney announced that the Council will vote on the tax rate on Thursday, September 26, 2019 at 6:00 p.m. in City Council Chambers at City Hall.

3. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2019-4120 amending Appendix A, "Unified Development Ordinance," Article 4, Zoning Districts," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to RS Restricted Suburban, GC General Commercial, O Office, and NAP Natural Areas Protected for approximately 210 acres generally located at the intersection of Rock Prairie Road and William D. Fitch Parkway.

Regular Item 3 was pulled at the request of the applicant and moved to a future agenda date.

4. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2019-4121 amending the Comprehensive Plan - Future Land Use and Character Map from Suburban Commercial and Natural Areas Reserved to General Commercial, Urban, and Natural Areas Reserved for approximately 8.7 acres of land located at 2709 Texas Avenue South.

Justin Constantino, Planning and Development, stated that the applicant has requested an amendment to the Comprehensive Plan's Future Land Use and Character Map from Suburban Commercial and Natural Areas Reserved to General Commercial, Urban, and Natural Areas Reserved, as a step toward permitting commercial and multi-family development on approximately 8.7 acres located at 2709 Texas Avenue South. The proposed General Commercial, Urban, and Natural Areas Reserved land uses encourage compatible growth by providing the option for a mix of appropriate commercial uses near the intersection of two major thoroughfares, continued designation of floodplain as reserved open space, and housing options needed to support the residents in the area.

The Planning and Zoning Commission considered this item on August 15, 2019 and voted 6-0 to recommend approval. Staff also recommends approval.

At approximately 7:14 p.m., Mayor Mooney opened the Public Hearing.

Donell Frank, College Station, stated that she has already seen E. coli in Bee Creek and is afraid it will happen more if this property is allowed to add more concrete.

There being no comments, the Public Hearing was closed at 7:16 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Rektorik, the City Council voted six (6) for and none (0) opposed, to adopted Ordinance 2019-4121, amending the Comprehensive Plan - Future Land Use and Character Map from Suburban Commercial and Natural Areas Reserved to General Commercial, Urban, and Natural Areas Reserved for approximately 8.7 acres of land located at 2709 Texas Avenue South. The motion carried unanimously.

5. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2019-4122 amending the Comprehensive Plan - Future Land Use and Character Map from Natural Areas Reserved to General Commercial for approximately 1.3 acres of land located at 3030 University Drive East.

Justin Constantino, Planning and Development, stated that the applicant has requested an amendment to the Comprehensive Plan's Future Land Use and Character Map from Natural Areas Reserved to General Commercial as a step toward permitting a medical office in an existing office building on approximately 1.3 acres of developed property located at 3030 University Drive East. The proposal is consistent with the goals and strategies of the Comprehensive Plan. The goal for College Station's Future Land Use and Character is to create a community with strong, unique neighborhoods, protected rural areas, special districts, distinct corridors, and a protected and enhanced natural environment. The proposed General Commercial land use encourages compatible growth by providing the option for more diverse land use options on a developed property situated in a commercial corridor.

The Planning and Zoning Commission considered this item on September 5, 2019 and voted 5-2 to recommend approval. Staff also recommends approval.

At approximately 7:28 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:28 p.m.

MOTION: Upon a motion made by Councilmember Rektorik and a second by Councilmember Brick, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2019-4122, amending the Comprehensive Plan - Future Land Use and Character Map from Natural Areas Reserved to General Commercial for approximately 1.3 acres of land located at 3030 University Drive East. The motion carried unanimously.

6. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2019-4123 amending Appendix A, "Unified Development Ordinance," Article 4, Zoning Districts," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from M-1 Light Industrial to GC General Commercial for approximately 1.3 acres of land generally located at 3030 University Drive East.

Justin Constantino, Planning and Development, stated that the applicant is requesting to rezone the subject property from M-1 Light Industrial to GC General Commercial. The change in zoning alters the allowed uses for the existing property and effectively transitions the property from a retired zoning district to a zoning designation more appropriate for the immediate area. Mr. Constantino explained that changing the zoning of the subject property from M-1 Light Industrial to GC General Commercial alters the allowed uses and allows for increased marketability of the subject property. Located along University Drive East, the property is situated along a corridor which has been established for providing regionally significant commercial activity. The proposed rezoning would allow for increased marketability by permitting land uses with more intensive development activity. The applicant has expressed that the limited land uses permitted by right in the retired M-1 Light Industrial zoning district does not match the highest and best use of the property or subject area, and

the rezoning to GC General Commercial will allow the applicant to market to a wider array of potential tenants.

The Planning and Zoning Commission considered this item on September 5, 2019 and voted 6-1 to recommend approval. Staff also recommends approval.

At approximately 7:35 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:35 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Harvell, the City Council voted six (6) for and none (0) opposed, to adopted Ordinance 2019-4123, amending Appendix A, “Unified Development Ordinance,” Article 4, Zoning Districts,” Section 4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from M-1 Light Industrial to GC General Commercial for approximately 1.3 acres of land generally located at 3030 University Drive East. The motion carried unanimously.

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

Councilmember Harvell requested a future agenda item to discuss the residential zoning regulations regarding a possible vegetation buffer and tree protection.

Councilmember Harvell requested an update on the collection of taxes from short term rental operators such as Airbnb.

8. Adjournment.

There being no further business, Mayor Mooney adjourned the Regular Meeting of the City Council at 7:42 p.m. on Thursday, September 12, 2019.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

Legislation Details (With Text)

File #:	19-0466	Version:	1	Name:	Appraisal Services Renewal
Type:	Renewal	Status:		Status:	Consent Agenda
File created:	8/23/2019	In control:		In control:	City Council Regular
On agenda:	9/26/2019	Final action:			
Title:	Presentation, discussion, and possible action regarding the renewal of six Master Agreements for Real Estate Appraisal Services: Duff & Phelps, LLC; JLL Valuation & Advisory Services, LLC; Lowery Property Advisors, LLC; Paul Hornsby & Company; S.T. Lovett & Associates; Valbridge Property Advisors. Approval of these renewals will authorize the City Manager or his delegate to approve Service Orders for each project within the terms of each Master Agreement.				
Sponsors:	Emily Fisher				
Indexes:					
Code sections:					
Attachments:	19300007R1 DUFF PHELPS 19300008 JLL 19300009R1 LOWERY PROPERTY ADVISORS 19300010 Hornsby 19300011 Lovett 19300012R1 Valbridge				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation, discussion, and possible action regarding the renewal of six Master Agreements for Real Estate Appraisal Services: Duff & Phelps, LLC; JLL Valuation & Advisory Services, LLC; Lowery Property Advisors, LLC; Paul Hornsby & Company; S.T. Lovett & Associates; Valbridge Property Advisors. Approval of these renewals will authorize the City Manager or his delegate to approve Service Orders for each project within the terms of each Master Agreement.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

Recommendation(s): Staff recommends approving the renewals of the Master Agreements.

Summary: As a result of RFP No. 18-108, Request for Proposal of Real Estate Appraisal Services, six real estate appraisal firms were selected to prepare real estate appraisal reports and provide real estate consulting services to the City of College Station. Firms were evaluated based on qualifications, methodology, familiarity with the market area, rates and expenses, and references.

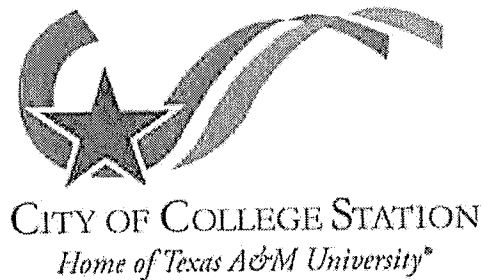
The agreements with the six firms selected included the option to renew each contract for up to two (2) additional one (1) year terms (for a total of three (3) years). We are requesting to renew the Master Agreements for all six firms. This will be the first of two allowed renewals under these agreements.

Typical appraisal assignments include the appraisal of public utility easements, public access easements, and temporary construction easements; the appraisal of partial fee simple acquisitions; and the appraisal of whole tracts including park land and other municipal properties. Each agreement has a not to exceed amount of \$30,000. In order to keep multiple projects going concurrently, staff will assign projects to these firms on a rotating basis.

Budget & Financial Summary: Funds for appraisal services are budgeted for in the various accounts out of which the property interests will be purchased. In the case of land purchases for capital projects, the funds are budgeted as part of the capital project.

Attachments:

1. Renewal Acceptance Form - Duff & Phelps, LLC
2. Renewal Acceptance Form - JLL Valuation & Advisory Services, LLC
3. Renewal Acceptance Form - Lowery Property Advisors, LLC
4. Renewal Acceptance Form - Paul Hornsby & Company
5. Renewal Acceptance Form - S.T. Lovett & Associates
6. Renewal Acceptance Form - Valbridge Property Advisors



August 5, 2019

ATTN: Mr. Dan Carlson
DEERFIELD HOLDINGS CORPORATION
DUFF & PHELPS LLC
1111 Bagby St., Ste 1900
Houston, TX 77002

RE: Renewal #1 –Contract 19300007, RFP #18-108
Annual Real Estate Appraisal Services

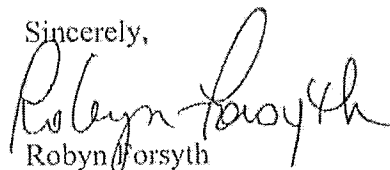
Dear Mr. Carlson,

The City of College Station appreciates the products and services provided by Duff & Phelps, LLC, this past year. We would like to exercise our option to renew the above referenced agreement for the term of September 30, 2019 through September 29, 2020, for an amount not to exceed Thirty Thousand Dollars (\$30,000.00).

If this meets with your company's approval, please complete the attached contract renewal agreement and return it via e-mail to rforsyth@csix.gov. ***Please follow up by mailing 3 original signed copies, no later than Friday, August 23, 2019, to my attention at the following address:***

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

Sincerely,


Robyn Forsyth
Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.csix.gov

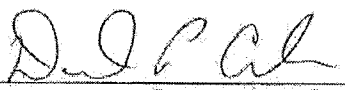
RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract 19300007, Annual Real Estate Appraisal Services as needed, in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Thirty Thousand Dollars (\$30,000.00).

I understand this renewal term will be for the period beginning September 30, 2019 through September 29, 2020. This is the first renewal of two possible renewals.

**DEERFIELD HOLDINGS CORPORATION
DUFF & PHELPS LLC**

CITY OF COLLEGE STATION

By: 
Printed Name: Daniel P. Carlson
Title: Managing Director
Date: 08-30-19

By: _____
City Manager
Date: _____

Assistant City Manager/CFO
Date: _____



BILL TO

City of College Station
Accounting Division
PO Box 9973
College Station, TX 77842-9973
(979) 764-3569 Fax: (979) 764-3899
VendorInvoiceEntry@cstx.gov

CONTRACT

Fiscal Year 2019

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Contract # 19300007
Department Public Works Department
Type Prof Svcs
Sub Type Consulting

V DEERFIELD HOLDINGS CORPORATION
E DUFF & PHELPS LLC
N DUFF & PHELPS LLC
D 55 E 52ND STREET
O 31ST FLOOR
R NEW YORK, NY 10055
USA

Vendor Information

Vendor Number	Vendor Contact	Vendor Email	Vendor Phone Number
4561			

Policy

Start	10/01/2018
Award	09/27/2018
Expire	09/30/2019
Renewal	
Extended	

Notes

Fiscal Year	2019
Project	
Percent Complete	0.00
By Date	
Encumbered	N

Year	Contract Description	Original Amount	Revised Amount	Liquidated Amount	Remaining Amount
2019	Real Estate Appraisal Services as Needed	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	Real Estate Appraisal Services as Needed. October 1, 2018 through September 30, 2019.	0	EACH	\$1.00	\$30,000.00
2	Council Approved September 27, 2018, Item 2m.	0	EACH	\$0.00	\$0.00

By

Heather Pavelka

Buyer

Total Revised \$30,000.00
Total Original \$30,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/19/2019

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Duff & Phelps LLC 55 E. 52nd Street New York NY 10055 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: American International Group UK Ltd</td><td>AA1120187</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American International Group UK Ltd	AA1120187	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: American International Group UK Ltd	AA1120187														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier :

COVERAGES

CERTIFICATE NUMBER: 570077891820

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	E&O-MPL-Primary			B0146ERUSA1800792 Claims Made Policy SIR applies per policy terms & conditions	09/27/2018	09/27/2019	Limit per Claim Aggregate Limit SIR See Attached See Attached \$1,000,000

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

The above Limit per claim and Aggregate Limit - £5,000,000 under Policy # B0146ERUSA1800792 are in British Pounds; the SIR is in US Dollars.

570077891820

Certificate No :

CERTIFICATE HOLDER

CANCELLATION

City of College Station 1101 Texas Avenue PO Box 9960 College Station TX 77842 USA	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 <i>Aon Risk Services Northeast, Inc.</i>
---	---

©1988-2015 ACORD CORPORATION. All rights reserved

AGENCY CUSTOMER ID: 570000026546

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Duff & Phelps LLC
POLICY NUMBER See Certificate Number: 570077891820		EFFECTIVE DATE:
CARRIER See Certificate Number: 570077891820	NAIC CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Carriers

Policy Period: 9/27/18 - 9/27/19

Carrier / Participation

PRIMARY LAYER - £5,000,000 under Policy # B0146ERUSA1800792
AIG Europe Limited
Lloyds Syndicate # 382



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/02/2018

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Duff & Phelps LLC 55 E. 52nd Street New York NY 10055 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Federal Insurance Company	20281
	INSURER B: Chubb Indemnity Insurance Co.	12777
	INSURER C: Great Northern Insurance Co.	20303
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 570073430912**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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:			35853695	09/30/2018	09/30/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG Included
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ Comp Ded: \$1,000 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY ☒ Coll. Ded: \$1,000			7353-82-68	09/30/2018	09/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71724959	09/30/2018	09/30/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

RE: City of College Station Contract Recommendation. The City of College Station, its officials, agents, employees and volunteers are included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. Waiver of Subrogation is granted in favor of the Certificate Holder as required by written contract, but limited to the operations of the Insured under said contract, with respect to the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

City of College Station 1101 Texas Avenue PO Box 9960 College Station TX 77842 USA	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 <i>Aon Risk Services Northeast, Inc.</i>

Holder Identifier :

Certificate No : 570073430912



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/02/2018

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED Duff & Phelps LLC 55 E. 52nd Street New York NY 10055 USA	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company 20281 INSURER B: Chubb Indemnity Insurance Co. 12777 INSURER C: Great Northern Insurance Co. 20303 INSURER D: INSURER E: INSURER F:

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570073430912 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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			35853695	09/30/2018	09/30/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG Included
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY Comp Ded: \$1,000 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY Coll. Ded: \$1,000			7353-82-68	09/30/2018	09/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71724959	09/30/2018	09/30/2019	☒ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

RE: City of College Station Contract Recommendation. The City of College Station, its officials, agents, employees and volunteers are included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. Waiver of Subrogation is granted in favor of the Certificate Holder as required by written contract, but limited to the operations of the Insured under said contract, with respect to the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of College Station 1101 Texas Avenue PO Box 9960 College Station TX 77842 USA	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 <i>Aon Risk Services Northeast, Inc.</i>
---	---

Certificate No : 570073430912

©1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/02/2018

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C, No. Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Duff & Phelps LLC 55 E. 52nd Street New York NY 10055 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Federal Insurance Company		20281
	INSURER B: Chubb Indemnity Insurance Co.		12777
	INSURER C: Great Northern Insurance Co.		20303
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES

CERTIFICATE NUMBER: 570073430912

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:			35853695	09/30/2018	09/30/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG Included
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ Comp Ded: \$1,000 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY ☒ Coll. Ded: \$1,000			7353-82-68	09/30/2018	09/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71724959	09/30/2018	09/30/2019	☒ PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570073430912

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

RE: City of College Station Contract Recommendation. The City of College Station, its officials, agents, employees and volunteers are included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. Waiver of Subrogation is granted in favor of the Certificate Holder as required by written contract, but limited to the operations of the Insured under said contract, with respect to the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of College Station 1101 Texas Avenue PO Box 9960 College Station TX 77842 USA	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 <i>Aon Risk Services Northeast, Inc.</i>

©1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/19/2019

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME:	
	PHONE (A/C. No., Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Duff & Phelps LLC 55 E. 52nd Street New York NY 10055 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: American International Group UK Ltd AA1120187	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 570077891820

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO						BODILY INJURY (Per person)
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident)
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)
	☐ SCHEDULED AUTOS						
	☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE
	☐ EXCESS LIAB						AGGREGATE
	☐ OCCUR						
	☐ CLAIMS-MADE						
	DED RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STAUTE
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT
							E.L. DISEASE-EA EMPLOYEE
							E.L. DISEASE-POLICY LIMIT
A	E&O-MPL-Primary			B0146ERUSA1800792	09/27/2018	09/27/2019	Limit per Claim Aggregate Limit SIR
				Claims Made Policy			See Attached
				SIR applies per policy terms & conditions			See Attached \$1,000,000

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

The above Limit per claim and Aggregate Limit - £5,000,000 under Policy # B0146ERUSA1800792 are in British Pounds; the SIR is in US dollars.

CERTIFICATE HOLDER

CANCELLATION

City of College Station 1101 Texas Avenue PO Box 9960 College Station TX 77842 USA	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 <i>Aon Risk Services Northeast, Inc.</i>

Holder Identifier :

570077891820

Certificate No :

AGENCY CUSTOMER ID: 570000026546

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Duff & Phelps LLC
POLICY NUMBER See Certificate Number: 570077891820		EFFECTIVE DATE:
CARRIER See Certificate Number: 570077891820	NAIC CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance
Carriers Policy Period: 9/27/18 - 9/27/19 Carrier / Participation PRIMARY LAYER - £5,000,000 under Policy # B0146ERUSA1800792 AIG Europe Limited Lloyds Syndicate # 382



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/19/2019

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED Duff & Phelps LLC 55 E. 52nd Street New York NY 10055 USA	INSURER(S) AFFORDING COVERAGE INSURER A: American International Group UK Ltd INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570077891820 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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	E&O-MPL-Primary			B0146ERUSA1800792 Claims Made Policy SIR applies per policy terms & conditions	09/27/2018	09/27/2019	Limit per Claim Aggregate Limit SIR See Attached See Attached \$1,000,000

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

The above Limit per claim and Aggregate Limit - £5,000,000 under Policy # B0146ERUSA1800792 are in British Pounds; the SIR is in US dollars.

570077891820

Certificate No :

CERTIFICATE HOLDER

CANCELLATION

City of College Station 1101 Texas Avenue PO Box 9960 College Station TX 77842 USA	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 <i>Aon Risk Services Northeast, Inc.</i>
---	---

©1988-2015 ACORD CORPORATION. All rights reserved

AGENCY CUSTOMER ID: 570000026546

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Duff & Phelps LLC	
POLICY NUMBER See Certificate Number: 570077891820		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570077891820	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Carriers

Policy Period: 9/27/18 - 9/27/19

Carrier / Participation

PRIMARY LAYER - £5,000,000 under Policy # B0146ERUSA1800792
AIG Europe Limited
Lloyds Syndicate # 382



August 5, 2019

ATTN: Mr. Randy Williams
JLL VALUATION & ADVISORY SERVICES, LLC
1703 W 5TH ST. Ste 850
Austin, TX 78703

RE: Renewal #1 –Contract 19300008, RFP #18-108
Annual Real Estate Appraisal Services

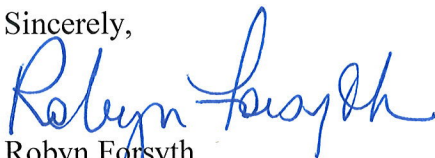
Dear Mr. Williams,

The City of College Station appreciates the products and services provided by JLL Valuation & Advisory Services, LLC this past year. We would like to exercise our option to renew the above referenced agreement for the term of September 30, 2019 through September 29, 2020, for an amount not to exceed Thirty Thousand Dollars (\$30,000.00).

If this meets with your company's approval, please complete the attached contract renewal agreement and return it via e-mail to rforsyth@cstx.gov. ***Please follow up by mailing 3 original signed copies, no later than Friday, August 23, 2019, to my attention at the following address:***

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

Sincerely,


Robyn Forsyth
Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

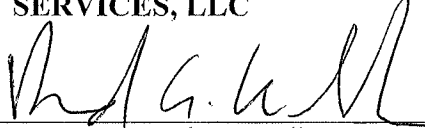
.....

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract 19300008, Annual Real Estate Appraisal Services as needed, in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Thirty Thousand Dollars (\$30,000.00).

I understand this renewal term will be for the period beginning September 30, 2019 through September 29, 2020. This is the first renewal of two possible renewals.

**JLL VALUATION & ADVISORY
SERVICES, LLC**

By: 
Printed Name: Randy A. Williams
Title: Executive Vice President
Date: 8/9/19

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

Assistant City Manager/CFO
Date: _____



BILL TO

City of College Station
Accounting Division
PO Box 9973
College Station, TX 77842-9973
(979) 764-3569 Fax: (979) 764-3899
VendorInvoiceEntry@cstx.gov

CONTRACT

Fiscal Year 2019

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Contract #	19300008
Department	Public Works Department
Type	Prof Srvs
Sub Type	Consulting

V
E
N
D
O
R

JLL VALUATION & ADVISORY SERVICES LLC
200 E RANDOLPH DRIVE
SUITE 4300
CHICAGO, IL 60601
USA

Vendor Information

Vendor Number	Vendor Contact	Vendor Email	Vendor Phone Number
3831			

Policy

Start	10/01/2018
Award	09/27/2018
Expire	09/30/2019
Renewal	
Extended	

Notes

Fiscal Year	2019
Project	
Percent Complete	0.00
By Date	
Encumbered	N

Year	Contract Description	Original Amount	Revised Amount	Liquidated Amount	Remaining Amount
2019	Real Estate Appraisal Services as Needed	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	Real Estate Appraisal Services as Needed. October 1, 2018 through September 30, 2019.	0	EACH	\$1.00	\$30,000.00
2	Council Approved September 27, 2018, Item 2m.	0	EACH	\$0.00	\$0.00

By Heather Pavelka
Buyer

Total Revised	\$30,000.00
Total Original	\$30,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/06/2019

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME:		
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105	
E-MAIL ADDRESS:			
INSURED JLL Valuation & Advisory Services, LLC 200 East Randolph Drive, Floor 48 Attn: Ian Ascher Chicago IL 60601 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: RLI Insurance Co.		13056
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

Holder Identifier :

COVERAGES

CERTIFICATE NUMBER: 570077787742

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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	Y	CGL0013662	10/01/2018	10/01/2019	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COM/OP AGG	\$2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			CGL0013662	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

Certificate No : 570077787742

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

RE: Contract Number:570071411528. City of College Station is included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of College Station Attn: Mark McAuliffe PO Box 9960 College Station TX 77842 USA	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 <i>Aon Risk Services Central, Inc.</i>

©1988-2015 ACORD CORPORATION. All rights reserved.

**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED JLL valuation & Advisory Services, LLC	
POLICY NUMBER See Certificate Number: 570077787742			
CARRIER See Certificate Number: 570077787742	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Cancellation Notice

The General Liability policy issued by RLI Insurance Company has been endorsed to include the following wording:

In the event of cancellation, we will endeavor to give certificate holders thirty (30) days notice of cancellation via email, provided that a detailed listing of such certificate holders, including their email address, is received from the Agent or Jones Lang LaSalle within 5 business days of their notification of the cancellation of the policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/06/2019

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		
NAIC #		
INSURED JLL Valuation & Advisory Services, LLC 200 East Randolph Drive, Floor 48 Attn: Ian Ascher Chicago IL 60601 USA	INSURER A: Lexington Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES

CERTIFICATE NUMBER: 570077787726

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	☐ SCHEDULED AUTOS							
	☐ NON-OWNED AUTOS ONLY							
	UMBRELLA LIAB						EACH OCCURRENCE	
	☐ EXCESS LIAB						AGGREGATE	
	☐ DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	E&O-PL-Primary			012052136 Claims Made SIR applies per policy terms & conditions	04/01/2019	04/01/2020	Each Claim	\$1,000,000
							Annual Aggregate	\$1,000,000

Certificate No : 570077787726

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

Evidence of Insurance. RE: Contract Number:570071411528. The limits as described above attach over Self-Insured Retentions held by Jones Lang LaSalle.

CERTIFICATE HOLDER

CANCELLATION

City of College Station Attn: Mark McAuliffe PO Box 9960 College Station TX 77842 USA	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 <i>Aon Risk Services Central, Inc.</i>

©1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2020

DATE (MM/DD/YYYY)

8/6/2019

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 have ADDITIONAL INSURED provisions or 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 Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED JLL Valuation & Advisory Services, LLC 1342065 200 E. Randolph Drive Chicago IL 60601	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Property and Casualty Ins Co of Hartford	NAIC # 34690
	INSURER B: Twin City Fire Insurance Company	29459
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES JONLA02 **CERTIFICATE NUMBER:** 15602231 **REVISION NUMBER:** XXXXXXXX

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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y N/A	10 WN S15505 (AOS) 10 WBR S15506 (WI)	1/1/2019 1/1/2019	1/1/2020 1/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance. Contract Number- 19300008R1.

CERTIFICATE HOLDER**CANCELLATION****15602231**City of College Station
Attn: Mark McAuliffe
P.O. Box 9960
College Station, TX 77842

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-525638

Date Filed:
08/06/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

JLL Valuation & Advisory Services, LLC
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of College Station

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19300008R1
Real Estate Appraisals

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



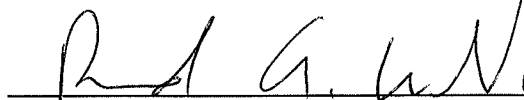
6 UNSWORN DECLARATION

My name is Randy A. Williams, and my date of birth is June 3, 1953.

My address is 1703 W. 5th St., Suite 850, Austin, TX, 78703, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 9th day of August, 20 19.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



August 5, 2019

ATTN: Mr. Mark Lowery
LOWERY PROPERTY ADVISORS, LLC
105 Decker Court STE 1000
Irving, TX 75062

RE: Renewal #1 –Contract 19300009, RFP #18-108
Annual Real Estate Appraisal Services

Dear Mr. Lowery,

The City of College Station appreciates the products and services provided by Lowery Property Advisors, LLC this past year. We would like to exercise our option to renew the above referenced agreement for the term of September 30, 2019 through September 29, 2020, for an amount not to exceed Thirty Thousand Dollars (\$30,000.00).

If this meets with your company's approval, please complete the attached contract renewal agreement and return it via e-mail to rforsyth@cstx.gov. ***Please follow up by mailing 3 original signed copies, no later than Friday, August 23, 2019, to my attention at the following address:***

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

Sincerely,


Robyn Forsyth
Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

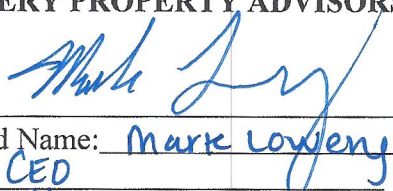
.....

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract 19300009, Annual Real Estate Appraisal Services as needed, in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Thirty Thousand Dollars (\$30,000.00).

I understand this renewal term will be for the period beginning September 30, 2019 through September 29, 2020. This is the first renewal of two possible renewals.

LOWERY PROPERTY ADVISORS, LLC

By: 
Printed Name: Mark Lowery
Title: CEO
Date: 8/16/2019

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

Assistant City Manager/CFO
Date: _____



BILL TO

City of College Station
Accounting Division
PO Box 9973
College Station, TX 77842-9973
(979) 764-3569 Fax: (979) 764-3899
VendorInvoiceEntry@cstx.gov

CONTRACT

Fiscal Year 2019

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Contract # 19300009
Department Public Works Department
Type Prof Svcs
Sub Type Consulting

V
E
N
D
O
R
LOWERY PROPERTY ADVISORS LLC
105 DECKER COURT
SUITE 1000
IRVING, TX 75062
USA

Vendor Information

Vendor Number	Vendor Contact	Vendor Email	Vendor Phone Number
4584			

Policy

Start	10/01/2018
Award	09/27/2018
Expire	09/30/2019
Renewal	
Extended	

Notes

Fiscal Year	2019
Project	
Percent Complete	0.00
By Date	
Encumbered	N

Year	Contract Description	Original Amount	Revised Amount	Liquidated Amount	Remaining Amount
2019	Real Estate Appraisal Services as Needed	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	Real Estate Appraisal Services as Needed. October 1, 2018 through September 30, 2019.	0	EACH	\$1.00	\$30,000.00
2	Council Approved September 27, 2018, Item 2m.	0	EACH	\$0.00	\$0.00

By Heather Pavelka
Buyer

Total Revised \$30,000.00
Total Original \$30,000.00



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
8/6/2019

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 have ADDITIONAL INSURED provisions or 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 Insureon (BIN Insurance Holdings LLC.) 30 N. LaSalle, 25th Floor, Chicago, IL 60602	CONTACT NAME: PHONE (A/C, No, Ext): (800) 688-1984 FAX (A/C, No): 877-826-9067 E-MAIL ADDRESS: ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Scottsdale Insurance Company</td> <td>41297</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Scottsdale Insurance Company	41297	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Scottsdale Insurance Company	41297														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Lowery Property Advisors 105 Decker Court, Suite 1000, Irving, TX, 75062															

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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Errors and Omissions)			EKS3297384	6/26/2019	6/26/2020	Occurrence/Aggregate \$1,000,000 / \$2,000,000

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

CERTIFICATE HOLDER
CANCELLATION

City of College Station P. O. Box 9960 1101 Texas Avenue College Station, TX 77842	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
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/06/2019

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 have ADDITIONAL INSURED provisions or 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 HEAD INSURANCE GROUP LP 201 S LAKELINE BLVD STE 304 CEDAR PARK, TX 78613 (888) 661-3938	CONTACT NAME:	
	PHONE (A/C, No, Ext): (888) 661-3938 FAX (A/C, No): (877) 872-7604	
	E-MAIL ADDRESS: service.center@travelers.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : THE TRAVELERS INDEMNITY COMPANY	
INSURED LOWERY PROPERTY ADVISORS, LLC 105 DECKER CT STE 1000 IRVING, TX 75062	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 588737909121812

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	☒ COMMERCIAL GENERAL LIABILITY	X	X	680-3L82176A-19	09/13/2019	09/13/2020	EACH OCCURRENCE	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	\$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$
	☐ DED ☐ RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

AS RESPECTS TO GENERAL LIABILITY, CERTIFICATE HOLDER IS ADDITIONAL INSURED - CG D1 05 - NON CONTRACTORS BLANKET ADDITIONAL INSURED, BUT ONLY AS RESPECTS TO WORK BEING PERFORMED BY THE INSURED. AS RESPECTS TO GENERAL LIABILITY, SUBROGATION AGAINST CITY OF COLLEGE STATION, HAS BEEN WAIVED PER THE XTEND ENDORSEMENT CG F9 43. AS RESPECTS TO GENERAL LIABILITY, COVERAGE IS AFFORDED ON A PRIMARY AND NON-CONTRIBUTORY BASIS AS PER CG T1 00 - COMMERCIAL GENERAL LIABILITY COVERAGE FORM. RE: PROJECT NUMBER: 19300009 RFP18108

CERTIFICATE HOLDER

CANCELLATION

CITY OF COLLEGE SATION ATTENTION: PURCHASING DEPARTMENT PO BOX 9960 1101 TEXAS AVENUE COLLEGE STATION, TX 77842	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 <i>Mary Kuckelmann</i>

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/06/2019

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 have ADDITIONAL INSURED provisions or 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 Andrew Atsaves c/o Artex Risk Solutions, Inc. 8840 E. Chaparral Rd.; Suite 275 Scottsdale, AZ 85250	CONTACT NAME:	
	PHONE (A/C, No, Ext): (480) 951-4177	FAX (A/C, No): (480) 951-4266
INSURED Staff One, Inc. a division of Oasis Outsourcing, Inc dba: Staff One, Inc. 12750 Merit Drive Suite 910 Dallas, TX 75251	E-MAIL ADDRESS: SDL.BSD.Certificates@artextrisk.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Zurich Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
40142		

COVERAGES

CERTIFICATE NUMBER: 19FL875952215

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
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	OTHER:						
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ OCCUR ☐ CLAIMS-MADE						\$
	DED ☐ RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A	WC 10-30-935-02	06/01/2019	06/01/2020	☒ PER STATUTE ☐ OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	06/01/2019	06/01/2020	Client# 1458-1

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

Coverage is provided for only those co-employees of, but not subcontractors to:
Alt. Emp: LOWERY PROPERTY ADVISORS LLC
105 DECKER COURT STE 1000
IRVING, TX 75062

Endorsements: Waiver of Subrogation

CERTIFICATE HOLDER

CANCELLATION

City of College Station P.O. Box 9960 1101 Texas Avenue College Station, TX 77842	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

© 1988-2015 ACORD CORPORATION. All rights reserved.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule**1. ☒ Specific Waiver**

City of College Station
P.O. Box 9960
1101 Texas Avenue
College Station, TX 77842

☐ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:**3. Premium:**

The premium charge for this endorsement shall be \$0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

No Charge

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 06/01/2019

Policy No: WC 10-30-935-02

Endorsement No:

Insured: Staff One, Inc. a division of Oasis Outsourcing, Inc dba: Staff One, Inc.

Premium: \$

Insurance Company: American Zurich Insurance Company

Countersigned by





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/07/2019

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 have ADDITIONAL INSURED provisions or 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 HEAD INSURANCE GROUP LP 201 S LAKELINE BLVD STE 304 CEDAR PARK, TX 78613 (888) 661-3938	CONTACT NAME:	
	PHONE (A/C, No, Ext): (888) 661-3938	FAX (A/C, No): (877) 872-7604
INSURED LOWERY PROPERTY ADVISORS, LLC 105 DECKER CT STE 1000 IRVING, TX 75062	E-MAIL ADDRESS: service.center@travelers.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : THE TRAVELERS INDEMNITY COMPANY	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		
NAIC #		

COVERAGES

CERTIFICATE NUMBER: 269387646461912

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X	X	680-3L82176A-18	09/13/2018	09/13/2019	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
								\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AS RESPECTS TO GENERAL LIABILITY, CERTIFICATE HOLDER IS ADDITIONAL INSURED - CG D1 05 - NON CONTRACTORS BLANKET ADDITIONAL INSURED, BUT ONLY AS RESPECTS TO WORK BEING PERFORMED BY THE INSURED.
AS RESPECTS TO GENERAL LIABILITY, SUBROGATION AGAINST CITY OF COLLEGE STATION, HAS BEEN WAIVED PER THE XTEND ENDORSEMENT CG F9 43. AS RESPECTS TO GENERAL LIABILITY, COVERAGE IS AFFORDED ON A PRIMARY AND NON-CONTRIBUTORY BASIS AS PER CG D0 37 - OTHER INSURANCE - ADDITIONAL INSUREDS.
RE: PROJECT NUMBER: 19300009 RFP18108

CERTIFICATE HOLDER

CITY OF COLLEGE STATION
ATTENTION: PURCHASING DEPARTMENT
PO BOX 9960
1101 TEXAS AVENUE
COLLEGE STATION, TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mary Kuckelmann

© 1988-2015 ACORD CORPORATION. All rights reserved.



August 5, 2019

ATTN: Mr. Paul Hornsby
PAUL HORNSBY & COMPANY
7600 N Capital of Texas Hwy, #B-210
Austin, TX 78731

RE: Renewal #1 –Contract 19300010, RFP #18-108
Annual Real Estate Appraisal Services

Dear Mr. Hornsby,

The City of College Station appreciates the products and services provided by Paul Hornsby and Company, this past year. We would like to exercise our option to renew the above referenced agreement for the term of September 30, 2019 through September 29, 2020, for an amount not to exceed Thirty Thousand Dollars (\$30,000.00).

If this meets with your company's approval, please complete the attached contract renewal agreement and return it via e-mail to rforsyth@cstx.gov. ***Please follow up by mailing 3 original signed copies, no later than Friday, August 23, 2019, to my attention at the following address:***

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

Sincerely,

Robyn Forsyth
Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

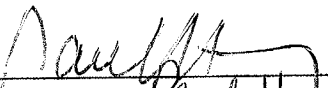
.....

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract 19300010, Annual Real Estate Appraisal Services as needed, in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Thirty Thousand Dollars (\$30,000.00).

I understand this renewal term will be for the period beginning September 30, 2019 through September 29, 2020. This is the first renewal of two possible renewals.

PAUL HORNSBY & COMPANY

By: 
Printed Name: Paul Hornsby
Title: President
Date: 8/8/19

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

Assistant City Manager/CFO
Date: _____



August 5, 2019

ATTN: Mr. Paul Hornsby
PAUL HORNSBY & COMPANY
7600 N Capital of Texas Hwy, #B-210
Austin, TX 78731

RE: Renewal #1 –Contract 19300010, RFP #18-108
Annual Real Estate Appraisal Services

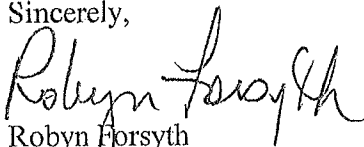
Dear Mr. Hornsby,

The City of College Station appreciates the products and services provided by Paul Hornsby and Company, this past year. We would like to exercise our option to renew the above referenced agreement for the term of September 30, 2019 through September 29, 2020, for an amount not to exceed Thirty Thousand Dollars (\$30,000.00).

If this meets with your company's approval, please complete the attached contract renewal agreement and return it via e-mail to rforsyth@cstx.gov. ***Please follow up by mailing 3 original signed copies, no later than Friday, August 23, 2019, to my attention at the following address:***

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

Sincerely,


Robyn Forsyth
Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov



BILL TO

City of College Station
Accounting Division
PO Box 9973
College Station, TX 77842-9973
(979) 764-3569 Fax: (979) 764-3899
VendorInvoiceEntry@cstx.gov

CONTRACT

Fiscal Year 2019

Page 1 of 1

V
E
N
D
O
R

PAUL HORNSBY & COMPANY
7600 N CAPITAL OF TEXAS
HIGHWAY # B-210
AUSTIN, TX 78731
USA

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Contract #	19300010
Department	Public Works Department
Type	Prof Svcs
Sub Type	Consulting

Vendor Information

Vendor Number	Vendor Contact	Vendor Email	Vendor Phone Number
4565			

Policy

Start	10/01/2018
Award	09/27/2018
Expire	09/30/2019
Renewal	
Extended	

Notes

Fiscal Year	2019
Project	
Percent Complete	0.00
By Date	
Encumbered	N

Year	Contract Description	Original Amount	Revised Amount	Liquidated Amount	Remaining Amount
2019	Real Estate Appraisal Services as Needed	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	Real Estate Appraisal Services as Needed. October 1, 2018 through September 30, 2019.	0	EACH	\$1.00	\$30,000.00
2	Council Approved September 27, 2018	0	EACH	\$0.00	\$0.00

By

Heather Pavelka

Buyer

Total Revised	\$30,000.00
Total Original	\$30,000.00

4



August 5, 2019

ATTN: Mr. Steven Trent Lovett
S.T. Lovett & Associates
3600 Lovett Ln
College Station, TX 77845

RE: Renewal #1 –Contract 19300011, RFP #18-108
Annual Real Estate Appraisal Services

Dear Mr. Lovett,

The City of College Station appreciates the products and services provided by S.T.Lovett & Associates, this past year. We would like to exercise our option to renew the above referenced agreement for the term of September 30, 2019 through September 29, 2020, for an amount not to exceed Thirty Thousand Dollars (\$30,000.00).

If this meets with your company's approval, please complete the attached contract renewal agreement and return it via e-mail to rforsyth@cstx.gov. ***Please follow up by mailing 3 original signed copies, no later than Friday, August 23, 2019, to my attention at the following address:***

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

Sincerely,


Robyn Forsyth
Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

.....

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract 19300011, Annual Real Estate Appraisal Services as needed, in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Thirty Thousand Dollars (\$30,000.00).

I understand this renewal term will be for the period beginning September 30, 2019 through September 29, 2020. This is the first renewal of two possible renewals.

S.T. LOVETT & ASSOCIATES

By: 
Printed Name: STEVEN TRENT LOVETT
Title: OWNER
Date: 08/20/19

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

Assistant City Manager/CFO
Date: _____



BILL TO

City of College Station
Accounting Division
PO Box 9973
College Station, TX 77842-9973
(979) 764-3569 Fax: (979) 764-3899
VendorInvoiceEntry@cstx.gov

CONTRACT

Fiscal Year 2019

Page 1 of 1

V
E
N
D
O
R
LOVETT & ASSOCIATES, S T
3600 LOVETT LANE
COLLEGE STATION, TX 77845
USA

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Contract #	19300011
Department	Public Works Department
Type	Prof Svcs
Sub Type	Consulting

Vendor Information

Vendor Number	Vendor Contact	Vendor Email	Vendor Phone Number
1118	Contact 1		979-774-8943

Policy	
Start	10/01/2018
Award	09/27/2018
Expire	09/30/2019
Renewal	
Extended	

Notes	
Fiscal Year	2019
Project	
Percent Complete	0.00
By Date	
Encumbered	N

Year	Contract Description	Original Amount	Revised Amount	Liquidated Amount	Remaining Amount
2019	Real Estate Appraisal Services as Needed	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	Real Estate Appraisal Services as Needed. October 1, 2018 through September 30, 2019.	0	EACH	\$1.00	\$30,000.00
2	Council Approved September 27, 2018, Item 2m.	0	EACH	\$0.00	\$0.00

By Heather Pavelka
Buyer

Total Revised	\$30,000.00
Total Original	\$30,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/20/2019

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 have ADDITIONAL INSURED provisions or 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 LIA ADMIN. & INSURANCE SERVICES 1600 ANACAPA STREET SANTA BARBARA, CA 93101	CONTACT NAME: TINA MARIE TANNER	FAX (A/C, No): 805-962-0652
	PHONE (A/C, No, Ext): 805-963-6624	E-MAIL ADDRESS: TINA@LIABILITY.COM
INSURED LOVETT, S. T. & ASSOCIATES STEVEN TRENT LOVETT 3600 LOVETT LANE COLLEGE STATION, TX 77845 115230	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ASPEN AMERICAN INSURANCE COMPANY	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
		NAIC # 43460

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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY			AAI009167-04	11/09/2018	11/09/2019	\$1,000,000 EACH CLAIM \$2,000,000 AGGREGATE

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

REAL ESTATE APPRAISERS PROFESSIONAL LIABILITY INSURANCE

CONTRACT # 19300008R1

CERTIFICATE HOLDER

CANCELLATION

CITY OF COLLEGE STATION
ATTN: MARK MCAULIFFE
P.O. BOX 9960
COLLEGE STATION, TX 77842

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



STLOV-1

OP ID: DH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/20/2019

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

PRODUCER Anco Insurance B/CS P. O. Box 3889 Bryan, TX 77805 Don Smith, PCU, ARM	979-774-6517	CONTACT NAME: Dana Hosea		
		PHONE (A/C, No, Ext): 979-774-6517	FAX (A/C, No):	
		E-MAIL ADDRESS: hosea@anco.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Travelers Casualty Ins Co of		
		INSURER B : Travelers Indemnity of Conn.		25682
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 1

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			6801929P6291842	11/09/2018	11/09/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			6801929P6291742	11/09/2018	11/09/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB1913P945	11/09/2018	11/09/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Contract#19300008R1

CERTIFICATE HOLDER

CANCELLATION

CITYCS5

City of College Station
ATTN: Mark McAuliffe
P. O. Box 9960
College Station, TX 77842

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

POLICY NUMBER: 680-1929P629-18-42

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 09/28/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED--DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or organization:

CITY OF COLLEGE STATION ITS OFFICIALS, EMPLOYEES OR VOLUNTEERS

**PO BOX 9960
COLLEGE STATION**

TX 77842

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY – NOTICE OF
CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

NONRENEWAL:

Number of Days Notice of Nonrenewal: 30

PERSON OR

ORGANIZATION: CITY OF COLLEGE STATION

**ADDRESS: PO BOX 9960
COLLEGE STATION TX 77842**

PROVISIONS:

- A.** If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B.** If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.



ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 42 03 04 (B) - 001

POLICY NUMBER: UB-6J656856-18-42-G

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

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

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

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

The premium for this endorsement is shown in the Schedule.

1. ☒ Specific Waiver

CITY OF COLLEGE STATION

- ☐ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 5.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: \$ SEE SCHEDULE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE: 09-28-18

ST ASSIGN:

Page 1 of 1

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 42 06 01 (00) - 001

POLICY NUMBER: UB-6J656856-18-42-G

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

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

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

SCHEDULE

1. NUMBER OF DAYS ADVANCE NOTICE: 30 (or **)
2. NOTICE WILL BE MAILED TO:

CITY OF COLLEGE STATION, ITS
OFFICIALS, EMPLOYEES OR VOLUNTEERS
PO BOX 9960
COLLEGE STATION TX 77842



** Number of days Notice specified in the Certificate of Insurance to all holders of such certificates.

DATE OF ISSUE: 09-28-18

ST ASSIGN:

Page 1 of 1



August 5, 2019

ATTN: Mr. Chris Lantz
THE GERALD A TEEL COMPANY INC.
VALBRIDGE PROPERTY ADVISORS-
HOUSTON/DALLAS
974 Campbell Rd, STE 204
Houston, TX 77024

RE: Renewal #1 –Contract 19300012, RFP #18-108
Annual Real Estate Appraisal Services

Dear Mr. Lantz,

The City of College Station appreciates the products and services provided by Valbridge Property Advisors, this past year. We would like to exercise our option to renew the above referenced agreement for the term of September 30, 2019 through September 29, 2020, for an amount not to exceed Thirty Thousand Dollars (\$30,000.00).

If this meets with your company's approval, please complete the attached contract renewal agreement and return it via e-mail to rforsyth@cstx.gov. ***Please follow up by mailing 3 original signed copies, no later than Friday, August 23, 2019, to my attention at the following address:***

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

Sincerely,


Robyn Forsyth
Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

.....

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract 19300012, Annual Real Estate Appraisal Services as needed, in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Thirty Thousand Dollars (\$30,000.00).

I understand this renewal term will be for the period beginning September 30, 2019 through September 29, 2020. This is the first renewal of two possible renewals.

VALBRIDGE PROPERTY ADVISORS

By: 
Printed Name: Chris Lantz, MAI
Title: Senior Managing Director
Date: 08/13/2019

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

Assistant City Manager/CFO
Date: _____



BILL TO

City of College Station
Accounting Division
PO Box 9973
College Station, TX 77842-9973
(979) 764-3569 Fax: (979) 764-3899
VendorInvoiceEntry@cstx.gov

CONTRACT

Fiscal Year 2019

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Contract #	19300012
Department	Public Works Department
Type	Prof Svcs
Sub Type	Consulting

V
E
N
D
O
R

THE GERALD A TEEL COMPANY INC
VALBRIDGE PROPERTY ADVISORS - HOUSTON /
DALLAS
974 CAMPBELL ROAD
SUITE 204
HOUSTON, TX 77024
USA

Vendor Information			
Vendor Number	Vendor Contact	Vendor Email	Vendor Phone Number
4566			

Policy		Notes	
Start	10/01/2018	Fiscal Year	2019
Award	09/27/2018	Project	
Expire	09/30/2019	Percent Complete	0.00
Renewal		By Date	
Extended		Encumbered	N

Year	Contract Description	Original Amount	Revised Amount	Liquidated Amount	Remaining Amount
2019	Real Estate Appraisal Services as Needed	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00

Item#	Description/Part No.	QTY	UOM	Unit Price	Extended Price
1	Real Estate Appraisal Services as Needed. October 1, 2018 through September 30, 2019.	0	EACH	\$1.00	\$30,000.00
2	Council Approved September 27, 2018, Item 2m.	0	EACH	\$0.00	\$0.00

By Heather Pavelka
Buyer

Total Revised	\$30,000.00
Total Original	\$30,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/13/2019

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 have ADDITIONAL INSURED provisions or 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 LIA ADMINISTRATORS & INSURANCE SERVICES 1600 ANACAPA ST SANTA BARBARA, CA 93101		CONTACT NAME: PATRICK CORAY PHONE (A/C, No, Ext): 805-963-6624 FAX (A/C, No): 805-962-0652 E-MAIL ADDRESS: PATRICK@LIABILITY.COM	
INSURED GERALD A. TEEL CO., INC. DBA: VALBRIDGE PROPERTY ADVISORS 974 CAMPBELL RD., STE. 204 HOUSTON, TX 77024		INSURER(S) AFFORDING COVERAGE INSURER A: ASPEN SPECIALTY INSURANCE INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

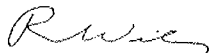
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY			AMC000086-0419	04/22/2019	04/22/2020	\$5,000,000 EACH CLAIM \$5,000,000 AGGREGATE

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

REAL ESTATE APPRAISAL SERVICES PROFESSIONAL LIABILITY INSURANCE

EVIDENCE OF INSURANCE IS PROVIDED TO CERTIFICATE HOLDER LISTED BELOW.

CERTIFICATE HOLDER CITY OF COLLEGE STATION PO BOX 9960 1101 TEXAS AVENUE COLLEGE STATION, TX 77842	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Valbridge Property Advisors
Houston, TX United States

Certificate Number:
2019-528594

Date Filed:
08/13/2019

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of College Station

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19300008R1
Appraisal Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



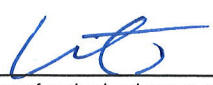
6 UNSWORN DECLARATION

My name is Chris Lantz, and my date of birth is 07/09/1965

My address is 14114 Kiamesha Ct. Houston TX 77069 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 13 day of August, 2019.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



Legislation Details (With Text)

File #:	19-0518	Version:	1	Name:	Frontier Contract
Type:	Contract	Status:		Status:	Consent Agenda
File created:	9/12/2019	In control:		In control:	City Council Regular
On agenda:	9/26/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action on a three year contract with Frontier Communications for a 2 gigabyte internet connection for \$144,060.				
Sponsors:	Sindhu Menon				
Indexes:					
Code sections:					
Attachments:	Frontier Contract				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation, discussion, and possible action on a three year contract with Frontier Communications for a 2 gigabyte internet connection for \$144,060.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s):

City Manager and CIO recommend approval of the contract with Frontier Communications of America, Inc. in the amount of \$144,060.00 to provide a 2 Gigabyte internet connection for 3 years.

Summary:

Currently the City of College Station provides employees a 1 Gigabyte internet connection through Suddenlink to access all cloud based computer services. With the move towards more cloud based software solutions the need for increased internet speed becomes more critical. The addition of Office 365 would push employee email, documents, and video conferencing to the cloud which necessitates a faster connection to the internet. The plan is for the current internet connection to become the backup connection and the City would rely on the 2 Gigabyte connection as the primary internet connection.

Budget & Financial Summary:

Pricing is based on the TIPS Cooperative Contract #18050101. Funding is through the FY19 SLA for one-time and recurring expenditures for the redundant internet connection in the IT departmental budget. The initial cost for installation is \$600 and the monthly cost is \$3,985 per month. The total contract value which includes a 3 year agreement is \$144,060.00

Attachments:

Frontier Contract



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 19300608

PROJECT#: N/A

BID/RFP/RFQ#: N/A

Project Name / Contract Description: 2Gb Secondary Internet Connection

Name of Contractor: Frontier Communications

CONTRACT TOTAL VALUE: \$ 144,060

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)

TIPS Cooperative Contract #18050101 for competitive bidding. 1st part will be paid from an SLA out account #100112605112, rest added to next years budget. Year One -Non-Reoccurring (OneTime) \$600.00. Year One- Monthly Recoccurring - \$3985.00

Year One annually - \$47,820 Year Two annually - \$47,820 Year Three annually - \$47,820

(If required)*

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

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: Performance Bond: Payment Bond: Info Tech:

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

9/12/2019
DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR - CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

MAYOR (if applicable)

DATE

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on

Scanned into Laserfiche on

Original(s) sent to Fiscal on

This Frontier Services Agreement ("FSA") is effective as of September 05, 2019, by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in attached Schedules ("Frontier"), and The City of College Station, a Texas Home Rule Municipal Corporation, whose primary address is 1101 Texas Ave, College Station Texas 77842 ("Customer").

1. Provision of Services and Equipment

a. Frontier will provide and the Customer agrees to pay for the communications, installation and maintenance services (collectively "Service"), and/or purchase or lease equipment ("Equipment"), described in this FSA and Schedules executed by Customer.

b. Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this FSA and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this FSA shall control.

c. Frontier will provide, maintain and repair the Frontier owned facilities and equipment used to provide the Services ("Frontier's Network"), up to and including the point at which Frontier's Network is made available for interconnection to Customer's premises equipment or inside wiring. Customer shall provide Frontier reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Frontier Network components, including obtaining approvals, permits or licenses from third parties as necessary. Customer will cooperate in good faith and provide all reasonable information and authorizations required by Frontier for the purpose of installing Services and/or Equipment, performing routine network grooming, maintenance, upgrades, and addressing emergencies, including but not limited to design layout records of any Customer or third party network elements to be connected to the Services and Letters of Agency allowing Frontier to act on the Customer's behalf related to the Services and auxiliary third party services.

d. Only authorized agents and representatives of Frontier may perform maintenance work with respect to Frontier's Network. Any repair, alteration, configuration or servicing of Frontier's Network, Services or Equipment by Customer or third parties without the written consent of Frontier is a material breach of this FSA and cause for termination at Frontier's option.

e. If Frontier is unable to commence performance hereunder due to circumstances within Customer's control, any related costs incurred by Frontier, including but not limited to travel at normal rate and overtime labor rate expenses, will be reimbursed by Customer. Customer will reimburse Frontier for all costs incurred for installation, maintenance and repair if: (i) Frontier's Network is altered, maintained or repaired by any party other than Frontier, without Frontier's prior written consent, (ii) the malfunction of the Service or Equipment is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than Frontier (including use in conjunction with equipment electrically or mechanically incompatible); or (iii) if the problem originated from a source unrelated to Frontier's Network.

f. Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of Frontier's Network in accordance with manufacturer's documentation and Frontier's installation standards, more fully described in the applicable Schedule; and (ii) a well-lighted and safe working area that complies with all local safety standards and regulations.

g. The Services or Equipment may be connected with the services or facilities of other carriers. Frontier may, when authorized by Customer and as may be agreed to by Frontier, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's locations to Frontier's Network or to the network of an underlying carrier or service.

h. Customer is responsible for all charges billed by other carriers or third parties. Frontier shall not be responsible for the installation, operation,

repair or maintenance or performance of equipment, facilities, software or service not provided directly by Frontier. Customer is responsible to provide equipment compatible with the Service or Equipment and Frontier's Network, and any wiring required to extend a communications termination and/or demarcation at the Customer premises. Customer will provide suitable building facilities for the provision of Services in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes, and Frontier's installation standards.

i. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Services and Equipment. Customer is solely responsible for (a) ensuring that all of Customer's data is adequately secured, documented and backed-up at all times and (b) reimbursing Frontier for costs incurred by Frontier related thereto. Frontier and its contractors are not responsible or liable for data loss and/or unauthorized or fraudulent use of Customer Services or Equipment for any reason and Customer agrees to reimburse Frontier for costs incurred by Frontier related thereto.

j. Frontier will manage the Frontier Network in Frontier's sole discretion, and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services or provisioning the Equipment. Frontier will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. Frontier reserves the right to suspend Service for emergency maintenance to Frontier's Network without notice to Customer. Customer shall designate a primary contact for receipt of such notice.

k. Customer represents and warrants that its use of the Service and Equipment will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this FSA and Customer will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use.

l. Except as expressly identified in a Schedule, Customer and its employees shall be the only permitted end-user of the Services and leased Equipment. Customer shall not resell or bundle the Services or leased Equipment, nor permit any third party to access the Services or leased Equipment in exchange for compensation of any kind.

2. Term

The term of this FSA will commence as of the date identified in the introductory paragraph above or the date the FSA is executed by both Parties, whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the "Service Term"). Unless otherwise stated in the Schedule, the Service Term and billing for the Service, will begin upon the earlier of (i) Customer's use of the applicable Service(s) or Equipment or (ii) five (5) days following Frontier's installation of such Service(s) or Equipment, and such date is deemed the commencement of the applicable Service Term. If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will automatically renew for additional one-year periods, subject to the terms and conditions of this FSA and at the then applicable one-year term rate, excluding promotional rates. If the parties agree

to negotiated renewal terms, such terms will not be effective unless and until documented in writing and executed by both parties.

3. Payment

a. Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage-based charges.

b. In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated including but not limited to Primary Interexchange Carrier Charge, Federal Pre-Subscribed Line Charge, Carrier Cost Recovery Surcharge, E-911, and Universal Service and Local Number Portability, in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment and/or unauthorized or fraudulent use thereof due to Customer's conduct.

c. All undisputed invoice payments shall be due within thirty (30) days of the invoice date according to the Texas Prompt Payment Act. In the event Customer disputes any invoiced amount, Customer will pay all charges not disputed, and notify Frontier of the dispute in writing, providing an explanation of the basis for the dispute. If Frontier does not receive notice of a payment dispute by Customer within ninety (90) calendar days after the date of an invoice, such invoice will be final and not subject to further challenge. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days. Frontier reserves the right to immediately suspend or terminate any or all Services or the installation or lease of any or all Equipment if Customer is overdue more than thirty (30) days for payments that have not been disputed in good faith.

4. Cancellation and Early Termination Charges

a. If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service.

b. Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts for only services rendered shall be due upon termination of any Service identified in a Schedule for any reason.

c. Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this Section are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

5. Limitation of Liability and Warranty Provisions

a. The liability of Frontier and its affiliates related to this FSA or the Service or Equipment provided under this FSA, shall in no event exceed the limitations of liability set forth in the applicable tariffs, or regulatory rule or order. If there is no applicable tariff, regulatory rule or order, the total amount paid for the applicable Service or Equipment during the prior 12 months. In cases of an Outage, Frontier's liability shall be limited to 1/720 of the MRC for each hour after Frontier is notified of the Outage. An "Outage" is an interruption in Service or use of the Equipment caused by a failure of Frontier's Network, excluding degradation or disruption due to planned or emergency maintenance or an event outside Frontier's direct control. Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services or Equipment caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services or Equipment, or for interruptions of Services or Equipment, except as expressly set forth herein.

b. IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, LOSS OF USE, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER OR THIRD PARTIES RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO DAMAGE, LOSS OR LOSS OF USE OF CUSTOMER DATA OR FRAUD BY THIRD PARTIES.

c. Frontier warrants that Frontier's Network will be maintained in good working order. If any Service does not function substantially in accordance with applicable Service specifications as a result of Frontier's failure to maintain Frontier's Network (excluding degradation related to the acts or omissions of Customer or anyone using the Services, a force majeure event, or scheduled maintenance), Frontier's sole obligation is to repair the affected Service at Frontier's expense. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO FRONTIER'S NETWORK, SERVICES OR EQUIPMENT PROVIDED PURSUANT TO THESE TERMS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. FRONTIER DOES NOT WARRANT THAT THE SERVICES OR EQUIPMENT OR ACCESS OR OPERATION OF THE SERVICES OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

d. This FSA shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of Frontier's Services and/or the Equipment provided under this FSA will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

e. Customer agrees that the Services and Equipment, and Frontier's performance hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.

6. Reserved

7. Confidentiality

a. Both parties agree that this agreement is subject to the Texas Public Information Act and all terms and conditions set forth in this FSA shall be considered confidential, and that details of the terms of this FSA, shall not be disclosed to third parties, other than affiliates, employees, agents or contractors who have a need to know such information in the scope of their employment or engagement, without the prior written consent of the other party, unless required by law.

b. Customer and Frontier may disclose to each other information that is confidential in nature. In order to receive confidential treatment, all such information (hereafter "Information") shall be either (i) clearly marked as confidential if written, or clearly identified as confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the Information or the circumstances of disclosure, to be confidential or proprietary to the discloser. Except as required by law or regulation, Customer and Frontier agree not to disclose any Information to any third party and to keep Information in a secure place available only to employees, affiliates, contractors or agents who are subject to obligations of confidentiality no less restrictive than those set forth herein, and who need to know the Information for purposes of the business dealing between Customer and Frontier, and to use Information only in connection with such business dealings. This Section is enforceable by injunction.

c. Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of five (5) years

from delivery of each item of Information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and Frontier.

d. Notwithstanding anything herein to the contrary, Frontier shall have the right to include Customer's name in a public list of current customers who use Frontier's services, provided Frontier does not make any representation with respect to Customer and does not attribute any endorsements to Customer, without Customer's prior written consent. In addition, Frontier may publicly identify Customer as a new customer of Frontier or an existing customer obtaining expanded or additional services from Frontier, as the case may be.

8. Breach

a. **Breach by Customer:** If Customer fails to make any undisputed invoice payment when due and such failure continues for thirty (30) days after written notice, or Customer fails to comply with any other term or condition of this FSA or any Schedule and such failure continues for thirty (30) days after written notice, then Frontier may either suspend the applicable Schedule (or any portion thereof) until the breach is remedied, terminate the applicable Schedule (or any portion thereof), or terminate this FSA and all Schedules. Notwithstanding the foregoing, Frontier may immediately suspend Services and, after giving notice to Customer with an opportunity to respond appropriate to the circumstances and Customer's failure to respond, Frontier may terminate any or all Services, retrieve Frontier Network elements from the service location and Equipment for which title has not transferred to Customer, in the following circumstances: (i) in the event of unauthorized, unlawful or improper use or abuse of the Frontier Network or Service; (ii) if, in the reasonable judgment of Frontier, Customer's use of the Frontier Network or Service has or will damage or have an adverse effect on Frontier's Network, its personnel, property or service; (iii) such action is necessary to meet the exigencies of an emergency; or (iv) a court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Equipment or Services to Customer.

b. **Breach by Frontier:** If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of written notice from Customer of such breach (providing reasonable detail), Customer may terminate the Service which is the subject of such breach. This is Customer's exclusive remedy for a breach by Frontier.

9. Force Majeure

In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; terrorism; cyber security events; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

10. Assignment

This FSA may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Frontier may assign this FSA to any successor to the business of Frontier by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with Frontier. Frontier may subcontract portions of the work to be performed hereunder to provision the Services or Equipment.

11. Work Site Conditions

a. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work pursuant to this FSA, Frontier will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site. Such suspension may result in an equitable adjustment to the charges identified in the related Schedule, based on any increase in costs incurred by Frontier.

12. Title and Risk of Loss

a. Risk of loss or damage for Frontier Network elements installed at a Customer designated service location shall pass to Customer at time of installation and acceptance by Customer.

b. Any Frontier Network elements or Equipment installed at Customer's premises or location where Services or Equipment will be installed (which is leased or for which title has not transferred to Customer) remain the personal property of Frontier or Frontier's assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of this FSA or any Schedule (in whole or in part), all Frontier property shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event Frontier property is not returned to Frontier in accordance with this Section, Customer will be billed for and pay to Frontier an amount equal to the retail value of the Frontier property, except to the extent such failure is caused by the negligence or willful misconduct of Frontier or its agents.

13. Competition

Customer recognizes the availability of competitive alternatives for receiving the Services and Equipment provided under this FSA, and has freely elected to enter into this FSA in order to receive the benefits it offers.

14. Government Regulation

To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, this FSA shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance hereunder or the benefits provided by this FSA. If provision of any Service pursuant to this FSA is subject to advance approval of the FCC and/or any state public utilities commission, this FSA shall not become effective with respect to such Service until after receipt by Frontier of written notice of such approval.

15. Governing Law

This FSA shall be governed by and construed according to the laws of the State Texas, Brazos County. Any related litigation may be brought in any State or Federal courts of competent jurisdiction within such State. Customer and Frontier consent to personal jurisdiction in such courts.

16. No Waiver

If either party fails, at any time, to enforce any right or remedy available to it under this FSA, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

17. Severability

A declaration by any court, or other binding legal source, that any provision of this FSA or any Schedule is illegal and void, will not affect the legality and enforceability of any other provisions of this FSA, unless the provisions are mutually dependent.

18. Notice

All notices provided pursuant to this FSA will be in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, or by regular mail and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice if sent overnight mail, or three (3) days after mailing if by regular mail to the address of the party designated to receive such notice.



**FRONTIER SERVICES AGREEMENT
TERMS AND CONDITIONS
Frontier Confidential**

19. Independent Relationship

Each party understands and agrees that it and its personnel are not employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times.

20. Dispute Resolution

Except as otherwise specifically provided in or permitted by this FSA, all disputes arising in connection with this FSA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days or any agreed further period, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available at law or in equity.

Frontier Communications of America, Inc.

Signature:

Printed Name:

Title:

Date:

Lorie edgell

Director, Enterprise Texas

9/15/19

Contractual Notice: Frontier Communications
111 Field Street
Rochester, NY 14620
Attn: Legal Department

21. Authorization and Entire Agreement

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This FSA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Notwithstanding anything otherwise stated, a Customer purchase order document (whether signed by one or both parties) shall be construed solely as evidence of Customer's internal business processes, and the terms and conditions contained thereon shall be void and of no effect or application toward this FSA. The parties agree to the insurance terms and conditions in Exhibit A attached hereto and incorporated herein by reference.

City of College Station

Signature:

Printed Name:

Title:

Date:

Contractual Notice: PO Box 9960
1101 Texas Ave
College Station, Texas 77842
Attn: IT Department

EXHIBIT A

INSURANCE TERMS

1. The Frontier shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by Frontier, its officers, agents, volunteers, and employees.
2. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit "B"**.
3. Throughout the term of this Agreement Frontier must comply with the following:
 - a. **Types.** Contractor shall have the following types of insurance:
 - (a.) Commercial General Liability
 - (b.) Business Automobile Liability
 - (c.) Workers' Compensation
 - b. **General Requirements Applicable to All Policies.** The following General requirements applicable to all policies shall apply:
 - (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 B; 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.
 - (d.) The City will accept Insurance Carriers authorized to do business in the State of Texas
 - (e.) If any policy of insurance required under this section is written on a claims made basis, then any policy retroactive date shall precede the effective date of this Agreement. Contractor shall continue such claims made coverage, either through policy renewals or the purchase of an extended discovery period, for not less than two (2) years from the date the Agreement expires or is terminated.
 - (f.) Contractor or its insurance carrier(s) shall provide City with thirty (30) days prior written notice of cancellation.
 - c. **Commercial General Liability.** The following Commercial General Liability requirements shall apply:
 - (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 endorsement form CG 20 01, or an equivalent form, including 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 \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00.
 - (d.) The coverage shall not exclude the following: premises/operations with separate aggregate; products/completed operations; contractual liability, and Personal & Advertising Liability.
 - d. **Business Automobile Liability.** The following Business Automobile Liability requirements shall apply:
 - (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 including the City as Additional Insured and further providing "primary and non-contributory" language with regard to 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 coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.
 - e. **Worker's Compensation Insurance.** The following Workers' Compensation Insurance shall include the following terms:
 - (a.) Employer's Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required.
 - (b.) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - (c.) 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 B
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
09/06/2019

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 have ADDITIONAL INSURED provisions or 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 Willis of Florida, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
INSURED Frontier Communications Corporation and its Subsidiaries 401 Merritt 7 Norwalk, CT 06851		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: American Zurich Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 16535 40142	

COVERAGES**CERTIFICATE NUMBER:** W12554994**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		Y	GLO 0285992-02	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ No	N/A	Y	WC 0285988-02 (AOS, CA)	06/01/2019	06/01/2020	☒ 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	Workers Compensation (WI) Per Statute		Y	WC 0285989-02 (WI ONLY)	06/01/2019	06/01/2020	EL Each Accident \$1,000,000 EL Disease-Ea Empl. \$1,000,000 EL Disease-Pol. Limit \$1,000,000

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

Waiver of Subrogation applies in favor of City of College Station with respects to General Liability and Workers Compensation as permitted by law where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of College Station Attn: Risk Management 1101 Texas Ave P.O. Box 9960 College Station, TX 77842	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

© 1988-2016 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
06/04/2019

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 have **ADDITIONAL INSURED** provisions or 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 Willis of Florida, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL: certificates@willis.com ADDRESS:
INSURED Frontier Southwest Incorporated 401 Merritt 7 Norwalk, CT 06851 USA	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 16535

COVERAGES **CERTIFICATE NUMBER:** W11538169 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS										
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	GLO 0285992-02	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	BAP 0285990-02	06/01/2019	06/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$					
						A					☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	N/A				EACH OCCURRENCE \$ AGGREGATE \$ \$
											☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					Y/N ☐ N/A

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

Re: Frontier Southwest Incorporated's insurance certificate for service provided to the City of College Station.

City of College Station shall be named as Additional Insured as respects the General Liability and Auto Liability insurance policies where required by written contract. Coverage under the General Liability insurance and Auto

CERTIFICATE HOLDER

City of College Station Risk & Workforce Compliance Manager P.O. Box 9960 College Station, TX 77842	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kelli J. Galvin</i>
--	--

© 1988-2016 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Florida, Inc.		NAMED INSURED Frontier Southwest Incorporated 401 Merritt 7 Norwalk, CT 06851 USA	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Liability policies shall be primary to any other insurance available to the Additional Insureds.

This is Schedule Number S-0000216678 to the Frontier Services Agreement dated 09/05/2019 ("FSA") by and between CITY OF COLLEGE STATION ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

VENDOR Frontier Communications
7979 BELTLINE IRVING TX, 75063

WEBSITE WWW.FRONTIER.COM

SERVICE/PRODUCTS DESCRIPTION FRONTIER COMMUNICATIONS - PRODUCT DESCRIPTIONS ATTACHED

CONTRACT: 18050101 Networking Equipment, Software and Services

Jul-26-2018 to Jul-31-2021 EDGAR COMPLIANCE: Yes

Primary Service Location: 304 KRENEK TAP RD, COLLEGE STATION, Texas, 77840-
Schedule Type/Purpose: Order for new Services

Schedule Date: 09/05/2019
Service Term: 36

Service Summary	NRC	MRC
Ethernet Access Circuit(s) (details in Table 1)	\$ 600.00	\$ 3985.00
Static Block(s) (*NRC waived on Renewal; details in Table 2)	\$ 00.00	\$ 00.00
Special Construction	\$	\$
Total:	\$ 600.00	\$ 3985.00

Table 1: Ethernet Access Circuit					
Service Location	Service Address, and NPA NXX:	Service		Charges	
				NRC	MRC
A new	1101 Texas Ave., College Station, Texas, 77840, 979 764	Access CIR (Mbps)	2000 Mbps	\$ 600.00	\$ 3985.00
B	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
C	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
D	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
E	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
Subtotal:				\$ 600.00	\$ 3985.00

Table 2: IP Addresses			
Static Block (*NRC waived on Renewal)	NRC	MRC	
Service Location (from Table 1): A	/27 - \$40 NRC, \$20 MRC		
Service Location (from Table 1): select	Select		
Service Location (from Table 1): select	Select		
Service Location (from Table 1): select	Select		
Service Location (from Table 1): select	Select		
Subtotal:	\$ 00.00	\$ 00.00	

1. Service Description.

a. **Ethernet Internet Access** is a data transport configuration comprised of a physical User Network Interface (UNI). EIA can be used to support delivery of eligible Frontier services to a designated Customer Location (e.g. Frontier Connect – Cloud). Frontier provides EIA on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. This is also commonly referred to as a Silver Ethernet Virtual Connection (EVC) to the Internet through the use of Virtual Local Area Networks (VLANs), for traffic separation, privacy, security and fault management. Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

b. **Service Router.** Frontier will configure the Service Router based on a basic implementation configuration, consisting of an IP assignment and Host Name allocation. Frontier will work to isolate and determine the source and severity of the problems, upon request. If a problem is identified within the Service Router, Frontier and Customer will cooperate to restore the Service Router to operational condition through the use of SmartNet. Frontier has no responsibility with respect to: (i) electrical work external to the Service Router, including but not limited to power or back-up power to or from the Service Router; (ii)

Service Router failures caused by factors not related to the Service Router or outside Frontier's control, including but not limited to failure of the Service Location or any of Customer's other network equipment or facilities to conform with Frontier's specifications; (iii) use of the Service Router for any purpose other than as intended by the manufacturer; (iv) damage caused by anyone other than an Frontier employee or representative; (v) Service Router supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Service Router which fails to conform to manufacturer or Frontier specifications.

2. Customer Service Router Choice. If, however, Customer has chosen to acquire a service router on their own, then the words "Customer DOES NOT request Frontier Service Router" appear at the end of this Section 2 and the service router will not be provided by Frontier.
Customer DOES NOT WANT Frontier Service Router

3. Special Construction: All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier in writing of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

4. Obligations of Customer. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.

5. Internet Acceptable Use Policy and Security. Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

6. Service Level Agreement. The Ethernet Internet Access Service Level Agreement for Ethernet Internet Access is attached hereto and incorporated herein as Exhibit 1.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.

CITY OF COLLEGE STATION

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT 1

Service Level Agreement

This Ethernet Internet Access Service Level A Agreement ("SLA") applies to an Ethernet Internet Access (EIA) Schedule, executed by and between CITY OF COLLEGE STATION ("Customer") and Frontier Communications of America, Inc. ("Frontier"). The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier's management responsibility and control ("On-Net Service").

1. Operational Objectives

- A. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence ("POP") or EIA Customer egress port (Z location) via the ingress port (A location). "Service Outage" occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the On-Net Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier's On-Net Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 3 and 4 below.

Table 1A: Ethernet Internet Access		
Circuit Availability (CA)		MRC Service Credit
Availability	99.95%	Below 99.95% Service Credit 30% MRC
		Below 95.0% Service Credit 50% MRC

- B. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier's reinstatement of the EIA Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 3 and 4 below.

Table 1B: Ethernet Internet Access		
Mean Time To Repair		MRC Service Credit
MTTR	4 Hours	25 % MRC above 4 hrs
		50% MRC above 6 hrs.

2. Service Outage Reporting Procedure.

- A. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- B. When EIA Service is suffering from a Service Outage, Customer must contact Frontier's commercial customer support center (also known as the "NOC") at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier's equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer's cost and at Frontier's standard technician rates.
- C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected EIA Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- D. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier's standard rates.

3. Credit Request and Eligibility.

- A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable EIA Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier's equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
- B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.

- C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted EIA Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.
 - D. This SLA guarantees service performance of Frontier's Ethernet Internet Access services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.
 - E. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
 - F. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.
4. **Chronic Outage:** An individual EIA Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an EIA Service reaches Chronic Outage status, then Customer may terminate the affected EIA Service without penalty; provided that Customer must exercise such right within ten (10) days of the EIA Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.



Legislation Details (With Text)

File #:	19-0485	Version:	1	Name:	FY 20 Fee Resolution and Fire Fee Ord
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	9/3/2019	In control:		In control:	City Council Regular
On agenda:	9/26/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action on resolution adopting fees, rates and charges as provided by Chapter 2 "Administration", Article V "Finance" Division 2 "Fees, Rates and Charges" of the Code of Ordinances, and presentation, discussion, and possible action on an ordinance amending Chapter 2 "Administration", Article V "Finance" Division 2 "Fees, Rates and Charges", Section 2-120 "Fire Department Services" of the Code of Ordinances.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	FY 20 Fees Rates and Charges Res 9-18-19 Redline FY 20 Fees Rates and Charges Res 9-18-19 Clean CH 2 Art V Fire Fees 9-18-19				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation, discussion, and possible action on resolution adopting fees, rates and charges as provided by Chapter 2 "Administration", Article V "Finance" Division 2 "Fees, Rates and Charges" of the Code of Ordinances, and presentation, discussion, and possible action on an ordinance amending Chapter 2 "Administration", Article V "Finance" Division 2 "Fees, Rates and Charges", Section 2-120 "Fire Department Services" of the Code of Ordinances.

Relationship to Strategic Goals: Good Governance

Recommendation(s): Staff recommends the City Council approve the resolution adopting the Fees, Rates and Charges for Fiscal Year 2020 and ordinance amending the Fire Department Fees.

Summary:

All fees, rates and charges in the Code of Ordinances are adopted by resolution of the City Council as provided in Sec. 2-117 of the Code. Each year with the budget the Council adopts a new resolution to keep the fees, rates, and charges current. The Fire Department updated their fees to match services and changes in billing as required by law.

Budget & Financial Summary: Detail of revenue history and budget estimates by major fund can be found in the Fiscal Year 2020 budget document at appendix D-1.

Attachments:

1. Fee Resolution
2. Ordinance
3. Redline Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS (CITY), ESTABLISHING THE FEES, RATES AND CHARGES AS AUTHORIZED IN CHAPTER 2 “ADMINISTRATION”, ART. V. “FINANCE”, DIV. 2 “FEES, RATES AND CHARGES” OF THE CODE OF ORDINANCES; AND REPEALING PRIOR FEES, RATES AND CHARGES FOUND IN 06-13-19-02.

WHEREAS, the Code of Ordinances, City of College Station, Texas contains substantially all ordinances compiled, adopted and approved by the College Station City Council; and

WHEREAS, Chapter 2 “Administration”, Art. V. “Finance”, Div. 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas requires all fees, rates and charges be adopted by resolution; now therefore,

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

PART 1: That the City Council has approved, authorized and established the fees, rates and charges as provided by Chapter 2 “Administration”, Art. V. “Finance”, Div. 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas, and as shown in **Exhibit A, “Fees, Rates and Charges”**.

PART 2: That reference to a Chapter, Article, Division or Section in **Exhibit A, “Fees, Rates and Charges”** shall be considered a reference to the same Chapter, Article, Division or Section from the Code of Ordinances, City of College Station, Texas.

PART 3: That the City Council hereby repeals **Resolution 06-13-19-02** establishing any fees, rates or charges as are established in **Exhibit A, “Fees, Rates and Charges”**.

PART 4: That this resolution shall become effective immediately after passage and approval.

ADOPTED this ____ day of _____, 2019.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A
FEES, RATES AND CHARGES

CHAPTER 2: ADMINISTRATION

1. Article V. Finance

Division 2. Fees, Rates and Charges

a. Sec. 2-118. Service fees for credit card payments.

- i. Service fee established. The fee for a payment by a card for a fee, fine, court cost, or other charge shall be set as **\$3.00** per transaction as established in Section 2-117.

b. Sec. 2-119. Police Department Services.

- i. Police Escorts. **\$50.00** per hour per each officer.
- ii. Livestock Permit Fee. – **\$35.00**

c. Sec. 2-120. Fire Department Services

- i. Requests for incident reports prepared by the Fire Department.
- ii. Mileage charges for Fire Department services outside the City limits will be in accordance with the IRS Standard Mileage Rates and may change from time to time. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus **\$20.00** for travel time.
- iii. Fire Department inspections of day care centers. - **\$50.00**
- iv. Fire Department inspections of foster homes. - **\$30.00**
- v. Fire Department inspections of nursing home facilities. - **\$150.00**
- vi. Fire Department inspections of health care facilities. - **\$150.00**
- vii. Automatic hood tests performed by the Fire Department. - **\$50.00**
- viii. Fire Department inspections of automatic fire alarm systems. **\$100.00** for up to 25 devices. ~~each 100 thereafter or fraction of at \$100~~~~200.00/100. Additional devices after 100 are \$2.00 per device. Any additional inspections are \$75.00 per hour with a 2-hour minimum paid in advance. Multi-story buildings floors 1-4 are included. Any additional floors above 4 are permitted per floor. Multi-building complexes will be permitted per building up to 4 floors.~~
- ix. Fire Department testing of underground fire lines. - ~~\$100~~**150.00**
- x. Fuel tank testing performed by the Fire Department. - **\$100.00**
- xi. Fuel line leak testing performed by the Fire Department. - **\$100.00**
- xii. Fire sprinkler system testing performed by the Fire Department. **\$125.00** for up to 100 heads. ~~each 100 thereafter or fraction of at \$50~~~~100.00/100. Additional heads after 100 are \$1.00 per head. Any additional inspection on the same system is \$125.00 per inspection. Multi-story buildings floors 1-4 are included. Any additional floors above 4 are permitted per floor. Multi-building complexes are permitted per building up to 4 floors.~~
- xiii. Fire Department inspections of a hospital's initial opening. – **\$250.00**
- xiv. Fire Department Burn Permit Fee – Ten Day Commercial Burn Permit **\$500.00** and Ten Day Residential Burn Permit - **\$50.00**

- xv.** Fire Department after hours (after hours means anytime other than Monday – Friday 8 AM – 5 PM) inspection - **\$75.00 per hour, per inspector with a two hour minimum charge.**
- xvi.** The provision of emergency medical services basic life support (BLS) with transportation. - **\$1,200.00** base fee plus **\$19.00** per loaded mile
- ~~The provision of emergency medical services without transportation – **\$250.00.**~~
~~The provision of emergency medical services basic life support (BLS) with transportation from a location within the corporate limits of College Station to a location within Brazos County. – **\$6501,200.00** base fee plus **\$1519.00** per loaded mile~~
- ~~xv.~~ ~~The provision of emergency medical services basic life support (BLS) with transportation from a location outside the corporate limits. – **\$6501,200.00** base fee per individual transported plus **\$1819.00** per loaded mile~~
- ~~xvi.~~ ~~The provision of emergency medical services basic life support (BLS) with transportation to a location outside of Brazos County. – **\$6501,200.00** base fee per individual transported plus **\$1819.00** per loaded mile~~
- xvii.** The provision of emergency medical services advanced life support (ALS1) with transportation ~~from a location within the corporate limits of College Station to a location within Brazos County.~~ - **\$8501,400.00** base fee plus **\$1519.00** per loaded mile
- ~~xviii.~~ ~~The provision of emergency medical services advanced life support (ALS1) with transportation from a location outside the corporate limits. – **\$8501,400.00** base fee plus **\$1519.00** per loaded mile~~
- ~~xix.~~ ~~The provision of emergency medical services advanced life support (ALS1) with transportation to a location outside of Brazos County. – **\$8501,400.00** base fee plus **\$1519.00** per loaded mile~~
- xx-xviii.** The provision of emergency medical services advanced life support, level 2 (ALS2) with transportation ~~from a location within the corporate limits of College Station to a location within Brazos County.~~ - **\$9501,650.00** base fee plus **\$1519.00** per loaded mile
- ~~xxi.~~ ~~The provision of emergency medical services advanced life support, level 2 (ALS2) with transportation from a location outside the corporate limits. – **\$9501,650.00** base fee plus **\$1819.00** per loaded mile~~
~~The provision of emergency medical services advanced life support, level 2 (ALS2) with transportation to a location outside of Brazos County. – **\$9501,650.00** base fee plus **\$1819.00** per loaded mile~~
- xxii.xix.** The provision of emergency medical services specialty care transport (SCT) from one medical facility to another medical facility. - **\$1,700.00** base fee plus **\$19.00** per loaded mile
- xxiii-xx.** The provision of emergency medical services for non-residents without transportation ~~to a location outside the corporate limits of College Station.~~ - **\$100250.00**
- xxiv-xxi.** Administrative fees and reimbursement fees for supplies and medications.

1. The provision of BLS, ALS1 or ALS2 services with transportation when oxygen is used shall be charged ~~an~~ a ~~\$85~~ \$130.00 supply fee to cover oxygen costs.
2. The provision of BLS services with transportation shall be charged a ~~\$150~~ 2000 ~~200.00~~ supply fee to cover single patient use items.
3. The provision of ALS1 or ALS2 services with transportation shall be charged a ~~\$300~~ 400.00 supply fee to cover single patient use items.

xxii. Emergency and rescue services. – Varies per type of event and service.

xxiii. Emergency Medical Services standby by for events. – Varies per type of event and service.

~~xxv~~ xxiv. The provision of Emergency Medical Services under Ambulance Supplemental Payment Programs. – Varies per state program.

d. Sec. 2-122. Planning and Development Services Department.

The development application and permit fees in this section are adjusted ~~on January 1, 2019~~annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, ~~and will be added as an amendment to this section.~~

i. Building permit fees for structures requiring a building permit:**1. Building Permit Fee Schedule**

<u>Estimated Commercial Construction Valuation</u>	<u>Permit Fee</u>
\$0 to \$50,000 <u>\$0.00 to \$1,000</u>	<u>\$32.00 for the first \$1,000 valuation plus \$5.00 for each additional \$1,000 valuation or fraction thereof up to \$50,000 valuation</u> \$31.39
\$50,001 to \$100,000 <u>\$1,001 to \$50,000</u>	<u>\$293 for the first \$50,000 valuation plus \$4.25 for each additional \$1,000 valuation or fraction thereof up to \$100,000 valuation</u> \$31.39 for the first \$1,000 valuation plus \$5.23 for each additional \$1,000 valuation or fraction thereof up to \$50,000 valuation
\$100,001 to \$500,000 <u>\$50,001 to \$100,000</u>	<u>\$506 for the first \$100,000 valuation plus \$3.25 for each additional \$1,000 valuation or fraction thereof up to \$500,000 valuation</u> \$287.74 for the first \$50,000 valuation plus \$4.19 for each additional \$1,000 valuation or fraction thereof up to \$100,000 valuation
\$500,001 and up <u>\$100,001 to \$500,000</u>	<u>\$1,784 for the first \$500,000 valuation plus \$2.25 for each additional \$1,000 valuation thereafter</u> \$497.01 for the first \$100,000 valuation plus \$3.14 for each additional \$1,000 valuation or fraction thereof up to \$500,000 valuation

\$500,001 and up	-\$1,752.59 for the first \$500,000 valuation plus \$2.09 for each additional \$1,000 valuation thereafter
-----------------------------	---

<u>Residential Permit Type</u>	<u>Permit Fee</u>
New Residential Building	\$0.59 per square foot
New Multifamily Building	\$.36 per square foot
Residential (Remodel and Addition)	\$0.59 per square foot (\$100 minimum)
Residential Accessory: Living Quarters or Pool House	\$0.59 per square foot (\$100 minimum)
Residential Accessory (All Other)	\$0.44 per square foot (\$50 minimum)

2. Re-inspection fee. - ~~\$102.48~~104.00

ii. Electrical permit fees.

1. Repair and alteration electrical permit. - ~~\$41.85~~43.00
2. Residential electrical permit. – ~~\$41.85~~43.00 minimum base fee for the first 1,000 square feet of the building area plus ~~\$0.021~~ per square foot over 1,000 square feet
3. Commercial electrical permit. - ~~\$41.85~~43.00 minimum base fee for the first \$1,000 valuation, plus ~~\$0.021~~ for each additional \$1,000 valuation or fraction thereof
4. Temp Poles base fee ~~\$31.39~~32.00 (Bryan Texas Utilities); ~~\$31.39~~32.00 (Entergy); ~~\$78.47~~80 base fee plus connection fee (College Station Utilities)
5. Re-inspection fee. - ~~\$102.48~~104.00

iii. Mechanical permit fees.

1. Residential and Multifamily Mechanical permit. - ~~\$41.85~~43.00. minimum ~~\$41.85~~ minimum base fee for the first 1,000 square feet of the building area, plus ~~\$0.021~~ per square foot over 1,000 square feet
2. Commercial Mechanical permit-~~\$41.85~~43.00 minimum base fee for the first **1,000** square feet of the building area plus ~~\$0.021~~ per square foot over **1,000** square feet
3. Re-inspection fee. - ~~\$102.48~~104.00
4. Residential Mechanical Change Out permit - \$75.00

iv. Plumbing permit fees.

1. Basic plumbing permit. - ~~\$31.39~~32.00 base fee
2. Plumbing fixtures - ~~\$5.00~~.23 each
3. Gas permit.
 - a. Base fee. - ~~\$31.39~~32.00
 - b. Gas Piping. - ~~\$5.00~~.23 up to four gas outlets, ~~\$1.00~~.05 for each outlet over four
4. Re-inspection fee. - ~~\$102.48~~104.00

- v. Lawn sprinkler permit fees.
 - 1. Lawn sprinkler irrigation permit. - ~~\$31.39~~32.00
 - 2. Re-inspection fee. - ~~\$102.48~~104.00
- vi. Miscellaneous permit fees.
 - 1. Demolition permit. - ~~\$52.32~~52.00
 - 2. Moving permit. - ~~\$104.63~~105.00
 - 3. Vent hood permit - \$75.00
 - 4. Walk-in cooler permit - \$75.00
 - 5. Location permit. - ~~\$52.32~~53.00
 - 6. Commercial Solar panels. ~~\$200.00~~
 - 7. Residential Solar panels. - ~~\$200.00~~
 - 8. Commercial Roof permit. - ~~\$150.00~~
 - 9. Multifamily Roof permit. - ~~\$150.00~~
 - 10. Residential Roof permit. - ~~\$75.00~~
- vii. Contractor registration fee. - ~~\$62.78~~64.00
- viii. Oil and gas development application fees.
 - 1. Application fee. - ~~\$6,340.70~~6,455.00
 - 2. Annual permit renewal fee. - ~~\$2,113.57~~2,152.00
 - 3. Abandonment fee. - ~~\$2,113.57~~2,152.00
 - 4. Consultant fee. - **Contracted Fee**
 - 5. Contract inspector fee. – **Contracted Fee**
 - 6. Road maintenance agreement fee. - **As Calculated**
 - 7. Seismic survey permit fee. – ~~\$5,283.92~~5,379.00
- ix. Municipal Utility District fees.
 - 1. Fee to process petition to create district. - ~~\$31,661.67~~32,232.00
 - 2. Fee to process petition to acquire or annex land. - ~~\$31,661.67~~32,232.00
 - 3. Infrastructure plan review and inspection fee (Including ETJ). –
1.546% of infrastructure cost (\$627.79639.00 minimum)
- x. After hours (after hours means anytime other than Monday – Friday 8 AM – 5 PM) inspection - ~~\$76.86~~77.00 per hour, per inspector with a two hour minimum charge.
- xi. Planning and Development Services Fees as Authorized by Appendix A-12-3.2- C-3.
 - 1. Administrative Adjustment - ~~\$104.63~~107.00
 - 2. Alternative Parking Plan - ~~\$104.63~~107.00
 - 3. Banner Permit - ~~\$219.73~~224.00
 - 4. Comprehensive Plan Amendment - ~~\$1,297.44~~1,321.00
 - 5. Conditional Use Permit - ~~\$1,297.44~~1,321.00
 - 6. Construction Board of Adjustments - ~~\$533.62~~543.00
 - 7. Design Review Board - ~~\$397.60~~405.00
 - 8. Development Permit/Public Infrastructure Review and Inspection Fee
- One and one half percent (1.546%) of infrastructure cost (
~~\$627.79639.00~~ minimum)
 - 9. Re-inspection Fee (applies to all inspection types) - ~~\$102.48~~104.00
 - 10. Final Plat or Development Plat - ~~\$1,035.86~~1,055.00
 - 11. Final plat (minor or amending) - ~~\$784.74~~799.00

12. License to Encroach - ~~\$847.52~~863.00
13. PDD Amendment - Staff Review Only - ~~\$198.80~~202.00
14. PDD Amendment - P&Z/Council Review - ~~\$355.75~~362.00
15. Private Improvement in the Public R-O-W (PIP) Permit - ~~\$397.60~~405.00
16. Portable Storage Container Permit Fee - ~~\$52.32~~53.00
17. Preliminary Plan - ~~\$1,035.86~~1,055.00
18. Rezoning (Including PDD and P-MUD) - ~~\$1,297.44~~1,321.00
19. R-O-W/Easement Abandonment - ~~\$784.74~~799.00
20. Sign Permit (except for banners) - ~~\$159.04~~162.00
21. Site Plan - ~~\$1,035.86~~055.00
22. Minor Site Plan - ~~\$397.60~~405.00
23. Waiver or Variance – Subdivision Regulations - ~~\$261.58~~266.00
24. Written Interpretation - ~~\$125.56~~128.00
25. Zoning Board of Adjustment - ~~\$397.60~~405.00
26. Zoning Letter - ~~\$104.63~~107
27. Non-Residential Architectural (NRA) Review* - ~~\$397.60~~405.00
*Excludes existing projects involving painting only
28. Returned Check Fee - **\$25.00**
29. Tent permit. – (see Building Permit Fee Schedule)

**FEEES, CHARGES AND RATES NOT LISTED IN FINANCE SECTION OF CODE OF
ORDINANCES:**

CHAPTER 6: ANIMALS

1. Article I. In General

a. Sec. 6-116(1). Requirements for owner of a dangerous dog.

- i.** Registration. Register the dangerous dog with the Animal Control Authority and pay an annual registration fee of **\$500.00** for the first year and a **\$250.00** re-registration fee thereafter unless such dog has violated one or more provisions of this chapter during the previous year, in which case an annual renewal registration fee of **\$500.00** shall be assessed as established in Section 2-117.

b. Sec. 6-150(c). Rabbits.

- i.** Permit requirements. The following is required to be issued a permit for keeping of rabbits in a single-family residential zone: payment of a fee as may be established in Section 2-117. - **\$35.00**

c. Sec. 6-151(c). Ferrets.

- i.** Permit requirements. The following is required to be issued a permit for ferrets: payment of a fee as may be established in Section 2-117. - **\$35.00**

CHAPTER 8: BUSINESSES

1. Article III. Credit Access Businesses

Division 2. Registration

a. Sec. 8-81. Required.

- i. A person commits an offense if the person acts, operates, or conducts businesses as a credit access business without a valid certificate of registration. A certificate of registration is required for each physically separate credit access business. A fee of **\$50.00**, which may be amended from time to time by resolution or ordinance is established for each physically separate credit access business within the City limits.

2. Article IV. Gravediggers

Division 2. License

a. Sec. 8-145. Gravediggers.

- i. A person who seeks a license hereunder shall apply to the City Secretary on a form furnished for such purpose. Upon meeting the qualifications and requirements of this division, such person shall be issued a license by the City Secretary. Each new applicant shall pay an application fee of **\$100.00**. Each licensee must pay a yearly renewal fee of **\$25.00**. All yearly fees and proof of insurance are due by March 15. A license shall be effective for a period of one year from the date of issuance or until the set renewal date of March 15.

3. Article V. Home Solicitation and Itinerant Vendors

Division 2. Home Solicitor Registration

a. Sec. 8-210(b). Application; fee; expiration; non-transferability; material changes.

- i. Application filed under this section must be accompanied by a nonrefundable registration fee of **\$50.00**.
- ii. Renewal Application filed under this section must be accompanied by a nonrefundable registration fee of **\$25.00**.
- iii. Identification badge fee - **\$10.00**.

b. Sec. 8-211(d). Issuance, denial, and display of registration; identification badge.

- i. If a City-issued home solicitor's identification badge is lost, mutilated, or destroyed, the City Manager or designee shall issue the registrant a duplicate identification badge upon payment of a **\$10.00** duplicate badge fee.

Division 3. Itinerant Vendor Permit

c. Sec. 8-235(d). Required; application.

- i. An application for an I-Vendor permit shall be accompanied by a fee of **\$52.3253.00**

4. Article VI. Carnivals, Circuses, Menageries, Sideshows, Concessions, and Special Events

Division 2. Permit

a. Sec. 8-296. Fees.

- i. Application. The applicant shall pay a nonrefundable application fee established in Section 2-117 upon submission of an application to the City. The application fee may be waived for a nonprofit association holding an event. The application fee shall not be waived for any event involving alcohol sales and/or consumption.
- ~~\$209.26~~213.00
- ii. Re-inspection fee. If the event is not operated on consecutive calendar days, the City shall re-inspect the premises as provided herein. A re-inspection fee of ~~\$52.32~~53.00 shall be paid by the applicant to the City to cover the cost of each re-inspection.

5. Article VII. Secondhand Dealers

Division 2. Permit

a. Sec. 8-361(a). Issuance, fee.

- i. Upon receipt of the application, the City Accounts Receivable Fiscal Services Department shall issue a permit upon the payment of a fee established by the City Council in Section 2-117; provided, however, no permit shall be issued to any applicant who has been found guilty of a criminal offense against property defined in Texas Penal Code title 7 (Texas Penal Code ch. 28 et seq.) by a court of competent jurisdiction within the preceding five years. Permits issued hereunder shall be valid for a period of one year from the date of issuance thereof.

6. Article VIII. Mobile Food Vendors

Division 2. Permit

a. Sec. 8-418. Permit fee.

- i. The application fee for a mobile food vendor permit shall be ~~\$523.16~~533.00. Each mobile food vendor unit shall be permitted separately. Mobile food vendor permits shall be valid for one year from the date of permit issuance.
- ii. Upon renewal, the applicant must provide a new complete application, payment of a ~~\$261.58.00~~266.00 renewal fee, and new permitting documentation. The applicant must submit the application and renewal fee within 30 days after expiration of the permit or must reapply as a new applicant.
- iii. The application fee for a concession cart shall be ~~\$261.58.00~~266.00 for initial application, and a renewal fee of ~~\$104.63~~107.00

7. Article IX. Northgate Outdoor Dining and Entertainment

Division 2. Permit

a. Sec. 8-475. Application fee.

- i. Applicants for peak period must pay a non-refundable permit application fee of ~~\$366.24~~373.00 plus ~~\$2.09~~25.00 per square foot of permitted area when the

original permit application is submitted to the City and a non-refundable permit application fee of ~~\$183.11~~186.00 plus ~~\$2.09~~25.00 per square foot of permitted area for an annual renewal. Non-peak period only permits shall not be assessed a permit fee.

b. Sec. 8-476(b). Amended Application.

- i. The applicant must pay a non-refundable amended permit application fee of ~~\$183.11~~186.00 plus ~~\$2.09~~25.00 per square foot when the amended permit application is submitted to the City.

8. Article XI. Taxicabs

Division 2. Service License

a. Sec. 8-588(c). Application.

- i. Each application shall be accompanied by a non-refundable license fee of **\$50.00** per taxicab license service to defray the expense of carrying out the provisions of this section.

Division 3. Driver Permit

b. Sec. 8-619(b). Fee generally; issuance; term.

- i. The annual fee for driver's permits issued prior to June 30 shall be **\$10.00**. Fees for permits issued on June 30 or there after shall be **\$5.00**. No portion of the fee shall be refunded in the event the permit is terminated prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

c. Sec. 8-620. Term; expiration; renewal.

- i. The term of all permits shall be for not more than one year with expiration on December 31. Renewals shall be applied for in the same manner as specified for the original permit. Renewal permits may be issued during the month of December for expiration on December 31 of the following year. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

Division 4. Vehicle Permit

d. Sec. 8-650. Fees.

- i. The annual fee for vehicle permits issued prior to June 30 shall be **\$10.00**. Fees for permits issued on June 30 or there after shall be **\$5.00**. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.
- ii. The annual fee for vehicle permits issued prior to June 30 shall be established in Section 2-117. The fee is not refundable in the event the permit is canceled or

revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a fee established in Section 2-117. **\$50.00**

e. Sec. 8-654. Reinstatement of suspended permit; fee.

- i.** Vehicle permits suspended because of failure to comply with the requirements of Section 8-649(b) may be reinstated as soon as the vehicle is brought back into compliance with Section 8-649(b). Application for such reinstatement shall be made in writing to the City on the form provided by the City. The non-proratable fee for such reinstatement shall be **\$5.00**.

9. Article XII. Pedicabs

Division 2. License and Permit

Subdivision II. License

a. Sec. 8-742. License fee.

- i.** Each application must be accompanied by a non-refundable license fee **\$50.00**.

Subdivision III. Permit

b. Sec. 8-774(c). Pedicab Permits.

- i.** Fees. The annual fee for pedicab permits issued prior to June 30th shall be **\$10.00**. Fees for permits issued on June 30th or there after shall be **\$5.00**. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

c. Sec. 8-775(d). Revocation and suspension of pedicab permit.

- i.** Reinstatement of suspended permit and fee. Pedicab permits suspended because of failure to comply with the requirements of this article may be reinstated as soon as the pedicab is brought back into compliance. Application for such reinstatement shall be made in writing to the City on the form provided by the City. The fee for reinstatement shall be **\$5.00**.

Division 3. Driver Permit

d. Sec. 8-806. Fee.

- i.** The fee for driver permits issued prior to June 30th shall be **\$10.00**. Fees for permits issued on June 30th or there after shall be **\$5.00**. No portion of the fee shall be refunded in the event the permit is terminated prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

10. Article XIII. Dockless Bike Share Program

a. Sec. 8-824. Fees and Costs.

- i.** Permit Application Fee. **\$750.00**.
- ii.** Permit Renewal Fee. **\$375.00**.
- iii.** Removal, Impoundment, and/or Relocation Fee. A dockless bike share operator shall be assessed a **\$125.00** for each bike removed, impounded, or relocated.

CHAPTER 10: CEMETERIES

1. Article II. City Owned or Maintained Cemeteries

a. Sec. 10-25(e). Purchase options.

- i. Price. The price of all spaces in the City cemeteries shall be established As:

CEMETERY FEES		<u>FY 2019-2020</u>
1. College Station Cemetery:		
	Standard Space	\$1,450
	Cremate Space	\$440
	Infant Space	\$220
2. Memorial Cemetery of College Station:		
Municipal Section:	Standard Space	\$1,450
	Columbaria Niche	\$825
	Infant Space	\$220
Aggie Field of Honor:	Standard Space	\$3,000
	Columbaria Niche	\$1,650
3.	Grave Opening and Closing Fee	\$150
4.	Mark the Grave and Set the Monument	\$100
5.	Memorial Bench Set Fee	\$100

CHAPTER 12: EMERGENCY MANAGEMENT AND EMERGENCY SERVICES**1. Article III. Ambulances****Division 2. Permit****a. Sec. 12-79(a). Permit fees, conditions and renewal.**

- i. The fee for the permit required in Section 12-77 shall be **\$100.00** per ambulance, and all permits issued under this division shall terminate on December 31 of each year. Such permits may be renewed by paying a permit fee of **\$50.00** and submitting proof of current Texas Department of Health Services license and liability requirements as provided in section 12-78.

2. Article IV. Alarm Systems**a. Sec. 12-113(b). False alarms.**

- i. An alarm user or subscriber shall be allowed three false alarms in a preceding 12-month period without penalty. After this, a user or subscriber shall be assessed a fine fee based on the following schedule established in Section 2-117.

ii. Police Department Number of False Alarms Fine

- | | |
|---------------------------|--------------------------------------|
| 1. 1—3 false alarms | \$0.00 |
| 2. 4—5 false alarms | \$50.00 for each false alarm |
| 3. 6—7 false alarms | \$75.00 for false alarm |
| 4. 8 or more false alarms | \$100.00 for each false alarm |

iii. Fire Department Number of False Alarms

- | | |
|---------------------------|---|
| 1. 1—3 false alarms | \$0.00 |
| 2. 4—5 false alarms | \$85.00 for each false alarm |
| 3. 6—7 false alarms | \$110.50 for false alarm |
| 4. 8 or more false alarms | \$1435.6500 for each false alarm |

CHAPTER 14: ENVIRONMENT AND NATURAL RESOURCES**1. Article II. Oil and Gas****Division 2. Production Permits****Subdivision I. In General****a. Sec. 14-58. Permit application generally.**

- i. A permit application shall include Application fee as set by Council resolution established in Section 2-117. ~~\$7,1205.00~~93

b. Sec. 14-67(b). Permit period and renewal.

- i. The operator will submit an application form for a renewal permit no later than 30 days before the expiration of the operator's permit, and indicate in the application what changes are requested at the oil or gas operations site. An inspection and renewal fee established in Section 2-117 shall be paid at the time of reapplication. The operator recognizes the reclassification of a permit from rural to urban may occur due to adjacent development. ~~\$6,3450.70~~00
- ii. Application requirements. Renewal applications shall include any of the following items which have changed since the original permit application, which shall be current and updated, as applicable, to cover the renewal period:
 1. Renewal application fee as set by Council resolution established in Section 2-117. ~~\$2,1135.57~~00

Subdivision II. Permit Types and Requirements**c. Sec. 14-99(b). Urban permit.**

- i. Notice. Before consideration of an urban permit application by the City Council, the City Engineer shall cause the following notices of public hearing to be issued, at the operator's expense, no later than two weeks before the regular Council meeting in which the public hearing will be held:
 1. Notice of the public hearing shall be published in a newspaper of general circulation in the City.
 2. Notice of the public hearing shall be made to all persons with property within 1,000 feet of the proposed oil or gas operations site as shown by the latest Brazos County Appraisal District certified tax rolls, by certified mail, return receipt requested. The operator shall pay the City **\$4.00** for each such notification letter. No notification letter shall be required for property owners who have signed and acknowledged before a Notary Public the consent form acceptable to the City.

d. Sec. 14-100(a). Rural permit.

- i. Notice. Before final consideration of a rural permit application by the City Engineer, the City Engineer shall cause the following notices to be issued, at the operators expense, to provide at least a two-week public comment period before any final action is taken by the City Engineer:

1. Notice of the rural permit application shall be published in a newspaper of general circulation in the City; and
2. Notice shall also be made to all persons with property within 1,000 feet of the proposed oil or gas operations site as shown by the latest Brazos County Appraisal District certified tax rolls, by certified mail, return receipt requested. The operator shall pay the City **\$4.00** for each such notification letter. No notification letter shall be required for property owners who have signed and acknowledged before a Notary Public consent to the proposed oil or gas operations or waiver of the right to receive further notices.

e. Sec. 14-101. Seismic survey permit.

- i. Process. To obtain a permit, the operator must apply to the City, pay the permit fee as established by resolution of the City Council established in Section 2-117, and execute a License Agreement on a form approved by the City Attorney. The City Manager or his/her designee may negotiate and execute the License Agreement on behalf of the City. ~~\$5,283.92~~379.00

Division 3. Other Requirements

f. Sec. 14-151(a). Abandonment.

- i. The operator pays an abandonment fee in an amount set by Council resolution established in Section 2-117. ~~\$2,113.57~~152.00

CHAPTER 16: FIRE PREVENTION AND PROTECTION

1. Article I. In General

a. Sec. 16-2(b). Emergency and rescue services.

- i.** Fees shall be collected for services provided within the College Station Fire Department designated response area that includes both inside and outside the City limits. Fees will not exceed the amount expended by the College Station Fire Department. Fire Administration shall collect applicable incident report information that will be forwarded to the College Station Fire Department's authorized agent responsible for collection of any incurred fees. The fees shall be established in Section 2-117.

CHAPTER 24: LIBRARIES

1. Ch. 24. Libraries

a. Sec. 24-2. Library fines, fees and other charges.

- i.** All collections. **\$0.25** per day, with a maximum being the replacement cost of the materials (books, paperbacks, phonograph records, audiobooks, cassettes, periodicals and materials from the vertical file). There shall be a five-day grace period for books and paperbacks borrowed from the adult collection.
- ii.** All collections of art prints and sculpture and DVD's, Blue-rays. **\$1.00** per day, with a maximum being the cost to replace the item.
- iii.** Lost materials. Charges for lost or irreparably damaged items include the cost of the item plus a **\$5.00** non-refundable service charge.
- iv.** Damaged materials. Charges are determined by the cataloging department of the library, based on the amount of time spent and materials used in repairing the item.
– **Cost of the item** plus **\$5.00**.
- v.** Replacement of borrower's card. The initial card for County residents is free of charge. A **\$3.00** fee will be charged to replace a lost card.
- vi.** Non-resident library cards. Library cards will be issued to out-of-County residents for an annual fee of **\$24.00**; such card is valid for one year from the month of purchase.
- vii.** Returned Check Fee is **\$15.00**.
- viii.** Any collection agency fees.

CHAPTER 28: MUNICIPAL COURT OF RECORD**1. Ch. 28. Municipal Court of Record****a. Sec. 28-1(i). Generally.**

- i. In the event of an appeal, the appellant shall pay a transcript preparation fee in the amount of **\$25.00**. The transcript preparation fee does not include the fee for an actual transcript of the proceedings. The Clerk shall note the payment of the fee on the docket of the Court. If the case is reversed on appeal, the fee shall be refunded to the appellant. In addition to the transcript preparation fee, the fee for the actual transcript of the proceedings and statement of facts must be paid by the appellant, pursuant to Texas Government Code §§ 30.00014 and 30.00019.

b. Sec. 28-3(b)(3). Juvenile Case Manager / Truancy Prevention & Diversion.

- i. Each defendant convicted of a fine-only misdemeanor offense in the Municipal Court shall pay a Juvenile Case Manager fee of **\$5.00** as a cost of Court in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a fine-only misdemeanor offense.

c. Sec. 28-4(c). Municipal Court building security fund.

- i. Each defendant convicted of a misdemeanor offense in the Municipal Court shall pay a Municipal Court building security fee of **\$3.00** as a cost of Court, in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. Effective January 1, 2020, the Municipal Court building security fee will increase to \$4.90. A separate fee must be paid for each separate conviction of a misdemeanor offense.

d. Sec. 28-5(c). Municipal Court technology fund.

- i. Each defendant convicted of a misdemeanor offense in the Municipal Court of Record shall pay a Municipal Court technology fee of **\$4.00** in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

e. Sec. 28-6(b). Municipal Court child safety fund.

- i. Authorization for fund. For every violation of an ordinance, regulation, or order regulating the stopping, standing, or parking of vehicles as allowed by Texas Transportation Code § 542.202 or ch. 682 in the Municipal Court as a cost of Court, **\$5.00** shall be assessed in addition to any other fines, penalties, or Court costs and shall be collected in the same manner that other fines in the case are collected.

CHAPTER 32: PARKS AND RECREATION

1. Article II. Public Conduct in Parks and Recreational Areas

Division 2. Use Permits

a. Sec. 32-62(6). Application procedure.

- i. Payment of a fee, if any, as may from time to time be established by the City Council by Section 2-117.

PARKS & RECREATION DEPARTMENT FY 2019 GENERAL FUND USER FEES

Effective January 1, 2019

ATHLETIC FIELDS		<u>FY 2019-2020</u>
1. Athletic Field Rental ~ One (1) Field, Per Day (Includes Field Redevelopment Fee of \$15)		\$300 / day
2. Athletic Field Rental ~ One (1) Field, Per Hour (Includes Field Redevelopment Fee of \$5)		\$40 / hour
3. Athletic Field Rental Deposit		Varies
4. Lights for Field Rentals (Per Hour/Per Field)		\$30 / hour
5. Bee Creek Batting Cage Rental, Per Hour		\$15 / hour
6. Tournament/Event Rate		<i>Contact Parks and Recreation for Pricing</i>
7. Key Fee (New Annual Fee and Replacement Fee)		\$10 each
8. TAMU Game Day Parking Fee @ a City Facility Parking Lot (City Hall & Wayne Smith Complex & Crompton Park)		\$10 / day
9. TAMU Game Day Parking Fee – Self Contained RV Unit		\$50 / day
<i>~ In addition to the rental fees, a deposit will be charged and paid by the renter in advance of any tournament. The deposit will vary depending on the type and size of the tournament.</i>		
<i>~ 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.</i>		
<i>~ Initial game field prep and light fees are included in the daily rental fee, but not in hourly rental fees.</i>		

PAVILION RENTAL DAILY RATES		FY 2019-2020	
		Resident Rate	Non Resident Rate
1. Bee Creek (100) / Oaks (40) Pavilions			
Monday – Thursday		\$200	\$240
Friday – Sunday, and Holidays		\$250	\$300
Deposit		\$200	\$200
2. Central (200) / Bachmann (300) Pavilions			
Monday – Thursday		\$350	\$420
Friday – Sunday, and Holidays		\$400	\$480
Deposit		\$200	\$200
3. John Crompton Park Pavilion (100)			
Monday – Thursday		\$200	\$240
Friday – Sunday, and Holidays		\$250	\$300
Deposit		\$200	\$200
4. American Pavilion in Veterans Park (500)			
Monday – Thursday		\$350	\$420
Friday – Sunday, and Holidays		\$400	\$480
Deposit		\$200	\$200
5. Dog Park Rentals – (Steeplechase Park and University Park)		\$150	\$180
6. Transfer / Cancellation Fee Per Change		\$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		<u>FY 2019-2020</u>
1. Vendor Permit		\$50
2. Alcohol Permit		\$55
<i>~ Permit is required when alcohol is served at Lick Creek Nature Center, Lincoln Center, Meyer Community Center, Southwood Center, Wolf Pen Creek and Veterans Park rentals.)</i>		
3. Boot Camp Permit (per time slot selected weekly)		\$10 per month
4. Commissions: (Gross Sales minus Sales Tax)		
Food & Drinks		10%
Other Goods		10%
Alcoholic Beverages		20%

WOLF PEN CREEK		FY 2019-2020	Resident Rate	Non Resident Rate
1. Amphitheater Rentals Per Day:				
Non Commercial ~ Benefit Rental			\$1,000	\$1,200
Professional/Commercial Rentals			\$1,500	\$1,800
2. Green Room Events ~ per hour, 2 hour minimum				
Non Commercial			\$75	\$90
Commercial			\$100	\$120
3. The Plaza at Wolf Pen Creek				
Rental (Includes Pavilion and Restrooms)			\$200	\$240
4. Festival Site Rental				
Non-Commercial ~ Benefit Rental			\$750	\$900
Private Commercial Rental			\$1,000	\$1,200
5. Amphitheater & Festival Site Rental				
Non-Commercial ~ Benefit Rental			\$1,250	\$1,500
Private Commercial Rental			\$1,750	\$2,100
6. Deposit				
For Green Room, Plaza, or Festival Site			\$200	
For Amphitheater			\$600	
7. Transfer / Cancellation Fee Per Change			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.				

PARKS & RECREATION DEPARTMENT

FY 2019 REC FUND FEES

Effective January 1, 2019

ADULT SPORTS PER TEAM			<u>FY 2019-2020</u>	
			Resident Rate	Non Resident Rate
1.	Volleyball (No Field Redevelopment Fee Included)			\$225
2.	Softball (Inc. \$50/Team Field Redevelopment Fee)			\$390
3.	KickBall (Inc. \$50/Team Field Redevelopment Fee)			\$390
4.	Basketball (No Team Field Redevelopment Fee)			\$300
5.	Ultimate Frisbee (per person)		\$20	\$24
6.	Tennis Lessons Per Person (<i>Moved from Instruction</i>)		\$75	\$90
7.	Outside League Field Redevelopment Fee Per Team		\$95	\$114
8.	Outside League Per Game Contract Fee		\$15	\$18
9.	Transfer/Cancellation/Late Registration Fee			\$20
10.	Transfer/Cancellation/Late Registration Fee			\$20
Adult sports are registered as a team unless otherwise noted.				

INSTRUCTION FEES PER PERSON			<u>FY 2019-2020</u> 2019	
			Resident Rate	Non Resident Rate
1.	<i>All class fees will be set according to the individual needs of each class and are based upon the City of College Station recovery policy.</i>			
2.	Instruction Class Transfer / Cancellation Fee			\$20

YOUTH SPORTS PER CHILD			<u>FY 2019-2020</u>	
			Resident Rate	Non Resident Rate
1.	Basketball / Youth Volleyball / Per Child		\$70	\$84
2.	Flag Football (Includes \$10 Field Redevelopment Fee		\$70	\$84

3. Outside League Field Redevelopment Fee Per Child ~ All Sports (based on City tier system per season)	\$15/20/25	\$18/24/30
4. Challenger Sports (Basketball, Bowling, Soccer)	\$15	\$18
5. USTA Tennis League	\$100	\$120
6. Tennis Lessons	\$75	\$90
7. Start Smart Sport	\$35	
8. Youth Sports Transfer/Cancellation Fee (Per Child)	\$20	

AQUATICS PROGRAMS		FY 2019-2020	
		Resident Rate	Non Resident Rate
1. Swim Lessons			
45-Minute Lesson		\$45	\$54
25-Minute Lesson*		\$40	\$48
2. Stroke Clinic		NA	NA
3. Water Fitness (Unlimited Pass)		\$100	
4. Swim Team (No Field Redevelopment Fee)		\$125 (-\$10 each sibling)	
5. Transfer / Cancellation Fee		\$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		\$3	
Adamson		\$6	
7. Discount Pass – 25 Swims			
Hallaran		\$60	
*Adamson		\$120	
8. Family Season Pass (Up to Five Family Members)			
Fee for Additional Members in Excess of Five		\$30 Per Person	
Hallaran		\$200250	
*Adamson		\$325	

9. Individual Season Pass		
Hallaran	\$150	
*Adamson	\$200	
10. Pool Rentals		
Hallaran: Up to 100 people	\$250	\$300
Adamson: Up to 100 people	\$375	\$445
101 – 300 people	\$600	\$720
301 – 600 people	\$800	\$960
11. Pool Parties Per Person – (2 Hour Period)		
Pavilion Party (Four-table Limit)	\$20	
12. Junior Lifeguard Program Per Person, Per Session	\$75	
13. Lifeguard Training Fee, Per Person	\$150	
14. WSI Class Fee, Per Person	\$150 (or \$200 with Lifeguard)	
15. Summer Day Camp (CSISD)	Up to 50% res. rate	
16. CPR/First Aid Certification Fee, Per Person	\$75	
17. Transfer/Cancellation Fee for Pool Rentals	1/3 of rental fee	
<i>*Adamson passes are also valid at Southwood Hallaran pools.</i>		

LINCOLN CENTER		FY 2019-2020	
		Resident Rate	Non Resident Rate
Programming			
1. After School Program:			
Youth (17 & Under) (Qualifying Families – low income)	\$75/sem. \$45/sem.	\$90/sem. \$54/sem.	
Transportation Fee (CSISD to LRC)	\$45/sem.		
2. Summer Program (Per Session)	\$60	\$72	
3. Late Pick-up Fee:			
1st Fifteen Minutes	\$5		
Each Additional Minute Thereafter	\$1		
4. Membership Pass Adult (18 & over)	\$10/mo.	\$12/mo.	

5. Non-Member Guest Pass Per Day (Youth or Adult)	\$2	\$3
6. Pickleball	\$15	\$18
7. Adult Fitness Pass	\$10/mo. or \$100/yr.	
Facility Rentals		
1. Gym Rentals		
Deposit	\$350 GOLD GYM	\$400 PURPLE GYM
GOLD GYM - Half Court Rental per Hour (4-Hour Maximum)	\$50/hr.	\$60/hr.
GOLD GYM - Full Court Rental per Hour (4-Hour Maximum)	\$75/hr.	\$90/hr.
GOLD GYM - All Day Usage (More than 4 Hours)	\$350	\$420
PURPLE GYM - Half Court Rental per Hour (4-Hour Maximum)	\$60/hr.	\$72/hr.
PURPLE GYM - Full Court Rental per Hour (4-Hour Maximum)	\$85/hr.	\$102/hr.
PURPLE GYM - All Day Usage (More than 4 Hours)	\$360	\$432
Concession Usage (Gold Gym)	\$30	\$36
2. Game Room / Multi-purpose Room Rental		
Deposit	\$200	
Per Hour (4-Hour minimum)	\$50/hr.	\$60/hr.
3. Community Room Rental		
Deposit	\$250	
Per Hour (2-Hour minimum)	\$65/hr.	\$78/hr.
Kitchen usage fee	\$25	\$30
4. Activity Room Rental (Violet, Orchid, Iris)		
Deposit	\$200	
Per Hour (2-Hour minimum)	\$60/hr.	\$72/hr.
5. W.A. Tarrow Covered Basketball Pavilion (100)		
Deposit	\$200	\$200
Monday – Thursday	\$150	\$180
Friday – Sunday & Holidays	\$200	\$240
6. Gym or Room Cancellation Fee	1/3 of rental	
7. After hour rental charge	\$30	

SOUTHWOOD CENTER		FY 2019-2020	
		Resident Rate	Non Resident Rate
Programming			
1.	Senior Annual Membership Pass	\$25	\$30
2.	Non-Member Guest Pass Per Day	\$2	\$3
Facility Rentals			
1.	Meeting Room Rental, Per Hour, 2 hour minimum	\$55	\$66
	Deposit*	\$200	\$200
2.	Dance/Game Room Rental, Per Hour, 2 hour minimum	\$75	\$90
	Deposit*	\$200	\$200
3.	Whole Facility Rental Per Hour, 2 hour minimum (Excludes Computer Lab)	\$100	\$120
	Deposit*	\$200	\$200
4.	Computer Lab Rental Per Hour, 2 hour minimum	\$25	\$30
5.	Room or Rental Cancellation Fee	1/3 of rental	
* Deposits are refundable if the facility is left clean and damage-free.			

MEYER COMMUNITY CENTER		FY 2019-2020	
		Resident Rate	Non Resident Rate
Programming			
1. Senior Annual Membership Pass		\$25	\$30
2. Non-Member Guest Pass Per Day		\$2	\$3
Facility Rentals			
1. Deposit - all rooms*		\$200	
2. Meeting Room Rental, Per Hour, 2 hour minimum		\$55	\$66
3. Conference Room Rental, Per Hour, 2 hour minimum		\$35	\$42
4. Activity Room Rental, Per Hour, 2 hour minimum		\$75	\$90
5. Arts & Crafts Room Rental, Per Hour, 2 hour minimum		\$35	\$42
<i>* Deposits are refundable if the facility is left clean and damage-free.</i>			

FY 2019-2020		
LICK CREEK NATURE CENTER	Resident Rate	Non Resident Rate
Facility Rentals		
1. Deposit - all rooms*		\$200
2. Meeting Room Rental, Per Hour, 2 hour minimum	\$100	\$120
3. Outdoor Classroom, Per Hour, 2 hour minimum	\$35	\$42
4. Amphitheater, Per Hour, 2 hour minimum	\$25	\$30

CHAPTER 34: STREETS, SIDEWALKS AND OTHER PUBLIC PLACES**1. Article I. In General****a. Sec. 34-2(c). Encroachments upon easements.**

- i.** Application fee. An application for a license to encroach shall be accompanied by a non-refundable filing fee as established by City Council resolution in Section 2-117. - **\$810.00**

b. Sec. 34-4(b). Guidelines for consideration of requests for directional signs in public rights-of-way.

- i.** Any application shall be processed for a fee of **\$25.00** and shall be filed within the Office of the City Manager. The City Manager shall review the application based upon the criteria in Subsection (a) of this section. In the event the City Manager denies the application, the applicant may appeal the decision to the City Council. Upon receipt of written notice of an appeal from the applicant, the City Secretary shall place the application on the next available Council agenda.

2. Article II. Street, Sidewalk, Right-Of-Way and Driveway Construction and Repair**a. Sec. 34-36(b). Driveways.**

- i.** The driveway permit fee is established in Section 2-117, which shall be of an amount to cover the cost of licensing and maintaining records.

3. Article III. Right-of-Way Use**Division 2. Permit****a. Sec. 34-100. Fee.**

- i.** The applicant or permit holder shall pay a fee established in Section 2-117 for the right-of-way improvements permit that shall be the same as that charged in Chapter 14, Section of the City of College Station Code of Ordinances as amended from time to time. - **\$380.00**

b. Sec. 34-102(14). Conditions.

- i.** If irrigation and/or electrical lines are to be extended across a paved roadway, the applicant must pay a one-time fee in the amount of **\$35.00** per square yard of extension area. The extension area is equivalent to three times the yard length to be installed under the roadway. The fee will be waived if the applicant installs sleeves under the pavement and places the irrigation and/or electrical in the sleeves.

4. Article IV. Utility Right-of-Way Use
Division 2. Registration and Construction Permits
Subdivision II. Construction Permits

a. Sec. 34-190(b). Generally.

- i.** The registration fee of **\$50.00** will apply to those right-of-way users who do not pay annual blanket right-of-way fees.
- ii.** The construction permit fee of **\$850.00** will apply to those right-of-way users who do not pay annual blanket right-of-way fees.

5. Article V. Parades and Motorcades
Division 2. Permit

a. Sec. 34-248. Fee.

- i.** Upon submission of an application, an application fee shall be paid. The application fee shall be set by the City Council by resolution from time-to-time as the Council deems necessary established in Section 2-117. This application fee will not apply to applicants conducting lawful expressions of opinion protected under the First Amendment of the United States Constitution. - ~~\$104.63~~107.00

CHAPTER 38: TRAFFIC AND VEHICLES**1. Article II. Stopping, Standing and Parking****Division 3. Northgate Area****a. Sec. 38-106. Northgate Promenade Parking Lot fee schedule.**

- i. The City Manager or designee may adjust the parking fee up to or below the amounts set below. The following fees established in Section 2-117 shall be charged for the use of a parking space in the Northgate Promenade Parking Lot, located at 310 Church Street.
 1. Per hour fee up to **\$3.50** per hour.
 2. Special event fee up to **\$25.00** per day.
 3. Game day fee up to **\$25.00** per day.

b. Sec. 38-107. Northgate Parking Garage fee schedule.

- i. The City Manager or designee may adjust the parking fee up to or below the amounts established. The following fees established in Section 2-117 shall be charged for the use of a parking space in the Northgate Parking Garage, located at 309 College Main.
 1. Per hour fee up to **\$3.00** per hour.
 2. Lost ticket fee up to **\$25.00** per day.
 3. Special event fee up to **\$25.00** per day.
 4. Game day fee up to **\$25.00** per day.
- ii. License agreements. The City Manager or designee may enter into license agreements for the use of parking spaces in the Northgate College Main Parking Garage and may charge the following fees established in Section 2-117.
 1. Twenty-four-hour—Seven days a week licenses (24/7). Up to **\$2,000.00** annually, or up to **\$700.00** per semester or up to **\$200.00** per month.
 2. Daytime licenses. Up to **\$1,500.00** annually or up to **\$500.00** per semester or up to **\$200.00** per month.
 3. Charge a non-refundable administrative fee up to **\$50.00** upon execution of a license agreement to park in the garage.
 4. Nighttime licenses. Up to **\$1,500.00** annually or up to **\$500.00** per semester or up to **\$200.00** per month

c. Sec. 38-108. Northgate on-street parking fee schedule.

- i. The City Manager or designee may adjust the parking fee up to or below the amounts set below established. The following fees established in Section 2-117 shall be charged for the use of an on-street parking space provided by the City and adjacent to a parking meter anywhere in the Northgate Area, generally located between South College on the East, Wellborn Road on the West, University Drive on the South and the City limit on the North.
 1. Per hour fee up to **\$3.50** per hour.
 2. Special event fee up to **\$25.00** per day.
 3. Game day fee up to **\$25.00** per day.

CHAPTER 40: UTILITIES

1. Article I. In General

- a. Sec. 40-3(c). Creation of municipal utility districts.
 - i. Reimbursement for expenses.
 - 1. Petition to create district. Within 6 months after consent to the creation of a district is given by the City, or within 3 months after the district is created by the Texas Commission on Environmental Quality or its successor agency, whichever is later, the owner or the developer of the land within the district must pay the fee established pursuant to Section 2-117 to reimburse the City for expenses relating to processing the petition to create the district. - **\$30,260.00**
 - 2. Petition to annex or acquire land. To partially reimburse the City for expenses related to a district's annexation or acquisition of land, the owner or developer of land within the district that has not paid the Council-approved fee to process the petition to create the district must make a one-time payment in the amount established pursuant to Section 2-117 within six months after receiving the City's consent to annex or after the district acquires land that is not contiguous to the district's boundaries; or contiguous to the district's boundaries and greater than 5 acres. - **\$30,260.00**
 - 3. Infrastructure plan review and inspection fee. The infrastructure plan review and inspection fee means the fee established pursuant to Section 2-117 to reimburse the City for engineering and planning fees and expenses related to the City's review of plans and specification of the district's facilities; and inspection of the district's facilities. - **1.5% of infrastructure cost (\$600.00 minimum)**

b. Sec. 40-4. Roadway Maintenance Fee.**LAND USE/VEHICLE-MILE-EQUIVALENCY TABLE**

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev- Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
PORT AND TERMINAL	030	Truck Terminal	Acre	26.20	6.55			6.55	4.00
INDUSTRIAL	110	General Light Industrial	1,000 SF GFA	3.88	0.97			0.97	4.00
INDUSTRIAL	120	General Heavy Industrial	1,000 SF GFA	2.72	0.68			0.68	4.00
INDUSTRIAL	130	Industrial Park	1,000 SF GFA	3.40	0.85			0.85	4.00
INDUSTRIAL	150	Warehousing	1,000 SF GFA	1.28	0.32			0.32	4.00
INDUSTRIAL	151	Mini- Warehouse	1,000 SF GFA	1.04	0.26			0.26	4.00
RESIDENTIAL	210	Single-Family Detached Housing	Dwelling Unit	4.00	1.00			1.00	4.00
RESIDENTIAL	220	Apartment/M ulti-family	Dwelling Unit	2.48	0.62			0.62	4.00
RESIDENTIAL	230	Residential Condominium /Townhome	Dwelling Unit	2.08	0.52			0.52	4.00
RESIDENTIAL	240	Mobile Home Park / Manufactured Housing	Dwelling Unit	2.36	0.59			0.59	4.00
RESIDENTIAL	251	Senior Adult Housing- Detached	Dwelling Unit	1.08	0.27			0.27	4.00
RESIDENTIAL	252	Senior Adult Housing- Attached	Dwelling Unit	1.00	0.25			0.25	4.00
RESIDENTIAL	254	Assisted Living	Beds	0.88	0.22			0.22	4.00
LODGING	310	Hotel	Room	1.20	0.60			0.60	2.00
LODGING	320	Motel / Other Lodging Facilities	Room	0.94	0.47			0.47	2.00
RECREATIONAL	432	Golf Driving Range	Tee	2.50	1.25			1.25	2.00
RECREATIONAL	430	Golf Course	Acre	0.60	0.30			0.30	2.00
RECREATIONAL	495	Recreational Community Center	1,000 SF GFA	5.48	2.74			2.74	2.00
RECREATIONAL	465	Ice Skating Rink	1,000 SF GFA	4.72	2.36			2.36	2.00
RECREATIONAL	431	Miniature Golf Course	Hole	0.66	0.33			0.33	2.00

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev- Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
RECREATIONAL	445	Multiplex Movie Theater	Screens	27.28	13.64			13.64	2.00
RECREATIONAL	491	Racquet / Tennis Club	Court	6.70	3.35			3.35	2.00
INSTITUTIONAL	560	Church	1,000 SF GFA	1.10	0.55			0.55	2.00
INSTITUTIONAL	565	Day Care Center	1,000 SF GFA	13.82	12.34	44%	B	6.91	2.00
INSTITUTIONAL	522	Primary/Midd le School (1- 8)	Students	0.32	0.16			0.16	2.00
INSTITUTIONAL	530	High School	Students	0.26	0.13			0.13	2.00
INSTITUTIONAL	540	Junior / Community College	Students	0.24	0.12			0.12	2.00
INSTITUTIONAL	550	University / College	Students	0.34	0.17			0.17	2.00
MEDICAL	630	Clinic	1,000 SF GFA	19.53	5.18			5.18	3.77
MEDICAL	610	Hospital	1,000 SF GFA	3.51	0.93			0.93	3.77
MEDICAL	620	Nursing Home	Beds	0.83	0.22			0.22	3.77
MEDICAL	640	Animal Hospital/Vete rinary Clinic	1,000 SF GFA	9.90	4.72	30%	B	3.30	3.00
OFFICE	714	Corporate Headquarters Building	1,000 SF GFA	5.64	1.41			1.41	4.00
OFFICE	710	General Office Building	1,000 SF GFA	5.96	1.49			1.49	4.00
OFFICE	720	Medical- Dental Office Building	1,000 SF GFA	13.46	3.57			3.57	3.77
OFFICE	715	Single Tenant Office Building	1,000 SF GFA	6.96	1.74			1.74	4.00
OFFICE	750	Office Park	1,000 SF GFA	5.92	1.48			1.48	4.00
COMMERCIAL: Automobile Related	942	Automobile Care Center	1,000 SF Occ. GLA	3.74	3.11	40%	B	1.87	2.00
COMMERCIAL: Automobile Related	843	Automobile Parts Sales	1,000 SF GFA	6.82	5.98	43%	A	3.41	2.00
COMMERCIAL: Automobile Related	944	Gasoline/Serv ice Station	Vehicle Fueling Position	4.82	13.87	42%	A	8.04	0.60
COMMERCIAL: Automobile Related	945	Gasoline/Serv ice Station w/ Conv Market	Vehicle Fueling Position	3.56	13.51	56%	B	5.94	0.60

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev- Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
COMMERCIAL: Automobile Related	946	Gasoline/Serv ice Station w/ Conv Market and Car Wash	Vehicle Fueling Position	3.66	13.86	56%	A	6.10	0.60
COMMERCIAL: Automobile Related	841	New Car Sales	1,000 SF GFA	4.20	2.62	20%	B	2.10	2.00
COMMERCIAL: Automobile Related	941	Quick Lubrication Vehicle Shop	Servicing Positions	6.22	5.19	40%	B	3.11	2.00
COMMERCIAL: Automobile Related	947	Self-Service Car Wash	Stall	1.99	5.54	40%	B	3.32	0.60
COMMERCIAL: Automobile Related	948	Automated Car Wash	Stall	5.08	14.12	40%	B	8.47	0.60
COMMERCIAL: Automobile Related	848	Tire Store	1,000 SF GFA	5.98	4.15	28%	A	2.99	2.00
COMMERCIAL: Dining	934	Fast Food Restaurant with Drive- Thru Window	1,000 SF GFA	32.66	32.65	50%	A	16.33	2.00
COMMERCIAL: Dining	933	Fast Food Restaurant without Drive-Thru Window	1,000 SF GFA	26.16	26.15	50%	B	13.08	2.00
COMMERCIAL: Dining	932	High Turnover (Sit- Down) Restaurant	1,000 SF GFA	11.22	9.85	43%	A	5.61	2.00
COMMERCIAL: Dining	931	Quality Restaurant	1,000 SF GFA	8.38	7.49	44%	A	4.19	2.00
COMMERCIAL: Dining	937	Coffee/Donut Shop with Drive-Thru Window	1,000 SF GFA	25.68	42.80	70%	A	12.84	2.00
COMMERCIAL: Other Retail	815	Free-Standing Discount Store	1,000 SF GFA	6.98	4.98	30%	C	3.49	2.00
COMMERCIAL: Other Retail	817	Nursery (Garden Center)	1,000 SF GFA	9.72	6.94	30%	B	4.86	2.00
COMMERCIAL: Other Retail	862	Home Improvement Superstore	1,000 SF GFA	2.42	2.33	48%	A	1.21	2.00
COMMERCIAL: Other Retail	880	Pharmacy/Dr ugstore w/o Drive-Thru Window	1,000 SF GFA	7.90	8.40	53%	A	3.95	2.00
COMMERCIAL: Other Retail	881	Pharmacy/Dr ugstore w/ Drive-Thru Window	1,000 SF GFA	10.10	9.91	49%	A	5.05	2.00
COMMERCIAL: Other Retail	820	Shopping Center	1,000 SF GLA	4.90	3.71	34%	A	2.45	2.00

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev-Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
COMMERCIAL: Other Retail	850	Supermarket	1,000 SF GFA	12.14	9.48	36%	A	6.07	2.00
COMMERCIAL: Other Retail	864	Toy/Children's Superstore	1,000 SF GFA	6.98	4.99	30%	B	3.49	2.00
COMMERCIAL: Other Retail	875	Department Store	1,000 SF GFA	2.62	1.87	30%	B	1.31	2.00
COMMERCIAL: Other Retail	896	Video Rental Store	1,000 SF GFA	13.60	13.60	50%	B	6.80	2.00
SERVICES	911	Walk-In Bank	1,000 SF GFA	12.38	12.13	40%	B	7.28	1.70
SERVICES	912	Drive-In Bank	Drive-in Lanes	29.95	33.24	47%	A	17.62	1.70
SERVICES	918	Hair Salon	1,000 SF GLA	1.73	1.45	30%	B	1.02	1.70

ROADWAY MAINTENANCE FEE SCHEDULE

The roadway maintenance fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics.

Vehicle Miles Traveled		Monthly Charge
Nonresidential		
Tier I	0 - 23.99	\$17.23 <u>18.20</u>
Tier II	24.00 - 43.99	\$38.71 <u>40.80</u>
Tier III	43.99 - 90.99	\$74.71 <u>78.80</u>
Tier IV	91.00 - 223.99	\$152.39 <u>160.80</u>
Tier V	224.00+	\$250.00 <u>263.80</u>
Residential		
Single Family	Flat Fee/Dwelling Unit	\$7.78 <u>8.20</u>
Multi-Family	Flat Fee/Dwelling Unit	\$6.10 <u>6.40</u>

c. Sec. 40-11. Payment of bills.

- i. Payments must be received at the Utility Customer Service Office on or before the due date to avoid late charges. Payments received after the due date will be assessed a penalty equaling ten percent of the current monthly charges with a minimum charge of **\$3.00**.

d. Sec. 40-12. Returned check fee.

- i.** A fee of **\$25.00** will be charged for each returned check used to pay any amount on a utility account. This fee is in addition to other fees owed to the City for utility services.
- ii.** Credit Card Charge Back Fee - **\$25.00**

e. Sec. 40-13(b). Disconnection and reconnections.

- i. A \$25.00 delinquent fee will be charged on each residential account.
- ii. A \$150.00 delinquent fee will be charged on each commercial account.

f. Sec. 40-15. Account creation or Reactivation fee.

- i. All customers creating a utility account or opening additional account numbers shall pay a fee for creating a utility account, regardless the number of services provided by the City. Account creation fee: **\$30.00.**

2. Article II. Water and Sewer Service**Division 2. Rates, Usage Charges and Fees****a. Sec. 40-63. Reserved for future use.****b. Sec. 40-64. Rates for water service.**

- i. All retail customers using water shall have a monthly service charge based on the water meter size and a monthly usage charge as follows:
- ii. Service charge: established in Section 2-117.

<u>Meter Size</u>	<u>Service Charge</u>
1. ¾ inch	\$10.80 <u>12.40</u> per month
2. 1 inch	\$13.55 <u>15.60</u> per month
3. 1.5 inch	\$20.17 <u>23.20</u> per month
4. 2 inch	\$31.85 <u>36.65</u> per month
5. 3 inch	\$100.53 <u>115.60</u> per month
6. 4 inch	\$149.35 <u>171.75</u> per month
7. 6 inch	\$181.82 <u>209.10</u> per month
8. 8 inch	\$181.82 <u>209.10</u> per month

iii. Residential usage charge: Defined to be a domestic meter or irrigation meter serving a residence with one or two living units:

- 1. ~~\$2.40~~75 per 1,000 gallons for usage from 0—10,000 gallons
- 2. ~~\$3.12~~60 per 1,000 gallons for usage from 11,000—15,000 gallons
- 3. ~~\$3.83~~4.40 per 1,000 gallons for usage from 16,000—20,000 gallons
- 4. ~~\$4.54~~5.20 per 1,000 gallons for usage from 21,000—25,000 gallons
- 5. ~~\$5.26~~6.05 per 1,000 gallons for usage of 26,000 gallons and more

iv. Commercial usage charge: Defined to be a meter serving three or more living units or any commercial location, providing water for domestic usage:

- 1. ~~\$2.64~~3.05 per 1,000 gallons

v. Commercial irrigation usage charge: Defined to be a meter serving a commercial customer dedicated for non-domestic usage:

- 1. ~~\$2.84~~3.25 per 1,000 gallons
- 2. ~~\$2.64~~ per 1000 Residential Multifamily 3-plus units

vi. Residential and Commercial customers in Brazos County Municipal Utility District #1: All rates as above, with an added 50% surcharge**1. Residential Rates-**

- a. \$4.14**~~15~~ – first 0-10 mgw
- b. \$5.38**~~40~~ – next 11-15mgw
- c. \$6.61**~~60~~ – next 16-20 mgw

- d. \$7.8385 – next 21-25 mgw
- e. \$9.0710 – all over 26+ mgw

2. Commercial Rates

- a. \$4.55 – per mgw
- b. \$18.6365 – monthly service charge ¾ or 5/8”
- c. \$23.3840 – monthly service charge 1”
- d. \$34.80 – monthly service charge 1.5”
- e. \$54.95 – monthly service charge 2”
- f. \$173.4245 – monthly service charge 3”
- g. \$257.6365 – monthly service charge 4”
- a-h. \$313.6465 – monthly service charge 6”

c. Sec. 40-65. Rates for sewerage service.

- i. For customers using sewerage service for household purposes, where City water service is provided with a meter for each residential unit, the monthly charges shall be as follows:
 1. Service charge: **\$21.29** for first 4,000 gallons of water metered.
 2. Usage charge: **\$4.26** per 1,000 gallons of water usage for the next 5,000 gallons of water metered.
 3. Maximum billing: **\$46.87** cap for metered water is 10,000 gallons.
- ii. For customers using sewerage service for household purposes, multifamily residences with kitchen facilities in each residential unit where water service is provided without a meter for each residential unit shall pay a monthly charge per household unit as **\$27.09**.
- iii. For customers using sewerage service for household purposes, multifamily residences with more than 50 units without kitchen facilities in each unit shall pay a monthly charge per household unit of **\$16.91**.
- iv. For customers using sewerage service for household purposes, multifamily residences having 50 residential units or less without kitchen facilities in each residential unit, where water service is provided without a meter for each residential unit such as, but not limited to, fraternity houses, sorority houses, boarding houses and privately owned student dorms, the monthly charges shall be as follows:
 1. Service charge as **\$18.27** per month.
 2. Usage charge as **\$4.26** per 1,000 gallons of water usage.
- v. For customers using sewerage service for commercial, industrial, or institutional business establishments, the monthly charges shall be as follows:
 1. Service charge as **\$18.27** per month.
 2. Usage charge as **\$5.07** per 1,000 gallons of water usage.
- vi. For customers outside the City water service area (where City water meters do not exist), using City sewerage service for commercial, industrial, or institutional business establishments the customer will be charged a monthly rate, based on average rounded water use for the previous 12 months, the monthly charges shall be as follows:
 1. Service charge as **\$18.27** per month.
 2. Usage charge as **\$5.07** per 1,000 gallons of water usage, based on average monthly water use for the previous 12 months.
- vii. For customers outside the City water service area (where City water meters do not exist), using City sewerage service for household purposes, the customer will be charged the monthly rate as set out in section 2-1 for 10,000 gallons per month, unless the customer establishes, as determined by the City Manager, that the average rounded water usage is less than 9,001 gallons per month in which case the customer will be charged the following amount:
 1. 0—5,000 gallons per month **\$21.29**
 2. 5,001—7,000 gallons per month **\$29.81**
 3. 7,001—9,000 gallons per month **\$38.34**
 4. 9,001—10,000 > gallons per month **\$46.87**

- viii. For customers where sewerage service is provided through a satellite wastewater treatment plant not connected to the City's main sewer collection and treatment system (typically outside the corporate limits of the City) the monthly charge per residential unit is as **\$51.50**.
- ix. All customers receiving sewer service under contract where the sewer rates are not addressed in the contract shall pay **1.15 times** the amounts set forth above.
- x. Residential and Commercial customers in Brazos County Municipal Utility District #1: All rates as above, with an added 50% surcharge.

d. Sec. 40-66. Water and sewer service connection fees, and sewer inspection fees.

- i. Fee for water service connection. The City will charge a service charge to all customers connecting to the water system within or outside the corporate limits of the City. The service charge will be based on water meter size.

- 1. The water service connection fee shall apply to all connections to the water system, including meter set-ins. The service charge for water connection is:

<u>Meter Size</u>	<u>Charge</u>
a. ¾ inch	\$643.42
b. 1 inch	\$783.34
c. 1 ½ inch	\$2,121.06
d. 2 inch	\$3,138.66

- 2. For three-inch and larger water meters, a **\$100.00** service charge will be assessed and includes only an inspection fee. Meters of this size must be purchased by the developer that meet current City specifications. The developer is responsible for contracting a licensed/bonded contractor, acquiring applicable permits to install the service connection in accordance with City specifications, and is to be inspected by the City before meter is placed into service.

- ii. Fee for sewer service connection. All customers connecting to the sewerage system within or outside the corporate limits of the City will have a service charge based on sewer connection size.

<u>Sewer Connection Size</u>	<u>Charge</u>
a. 4 inch / RESIDENTIAL	\$350.00
b. 6 inch / NONRESIDENTIAL	\$100.00

e. Sec. 40-67. Fire flow testing.

- i. For customers requesting a fire flow test on the existing City water system, an additional charge established in Section 2-117 will be assessed as described herein.
 - 1. Fire Flow Test Fee: **\$100.00** per tested hydrant.

Division 6. Cross-Connection Control and Backflow Prevention

f. Sec. 40-244. Cross-connection control program fees.

- i. Backflow prevention assembly registration fee. There is a non-refundable registration fee for each nonresidential backflow prevention assembly device of **\$25.00** per each separate device.

- ii. Certified backflow prevention device tester registration fee. Annual registration fee for approved testers shall be a non-refundable fee of **\$50.00**.
- iii. Testing form booklet fee. The fee for a testing form booklet of 30 test forms shall be **\$25.00** each. Other forms may be used with prior approval from the City.
- iv. Deposit fee for fire hydrant water meter with backflow prevention device. There shall be a refundable deposit fee for fire hydrant meters with backflow prevention devices of **\$1,000.00**. This fee shall be refunded when the meter/device is returned in good working order.
- v. Fire Hydrant Meter Connection Fee - **\$400.00**

3. Article III. Electric System

Division 2. Rate Schedules

a. Sec. 40-315. Electric Rate Schedule R (residential customers).

- Rate:
 - Service charge, **\$7.00** per month; plus:
 - Energy charge, **\$0.1169** per kWh for all kWh, except **\$0.1123** per kWh for all kWh in the billing months of November through April.
 - Transmission Delivery Adjustment - **\$.005** per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 - 10% participation: **\$0.1174** per kWh for all kWh, except **\$0.1128** per kWh for all kWh in the billing months of November through April.
 - 50% participation: **\$0.1194** per kWh for all kWh, except **\$0.1148** per kWh for all kWh in the billing months of November through April.
 - 100% participation: **\$0.1219** per kWh for all kWh, except **\$0.1173** per kWh for all kWh in the billing months of November through April.

b. Sec. 40-316. Electric Rate Schedule R-1 (master metered residential units).

- Rate:
 - Service charge, **\$100** per month; plus:
 - **\$0.1169** per kWh for all kWh, except, **0.1123** per kWh for all kWh in the billing months of November through April.
 - Transmission Delivery Adjustment - **\$.005** per kWh
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 - 10% participation: **\$0.1174** per kWh for all kWh, except **\$0.1128** per kWh for all kWh in the billing months of November through April.
 - 50% participation: **\$0.1194** per kWh for all kWh, except **\$0.1148** per kWh for all kWh in the billing months of November through April.
 - 100% participation: **\$0.1219** per kWh for all kWh, except **\$0.1173** per kWh for all kWh in the billing months of November through April.

c. Sec. 40-317. Electric Rate Schedule SC (small commercial customers).

- Rate:
 1. Service charge. **\$9.00** per month; plus

2. Energy charge. First 1,000 kWh **\$0.1344** per kWh, **\$0.1028** per kWh for all kWh over 1000.
3. Transmission Delivery Adjustment - **\$0.005** per kWh
- Wind Watts Wind Energy Rate: -This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: First 1,000 kWh **\$0.1349**, **\$0.1033** all additional kWh
 2. 50% participation: First 1,000 kWh **\$0.1369**, **\$0.1053** all additional kWh
 3. 100% participation: First 1,000 kWh **\$0.1394**, **\$0.1078** all additional kWh

d. Sec. 40-318. Electric Rate Schedule LP-1 (medium commercial customers).

- i. Rate:
 1. Service charge. **\$25.00** per month; plus
 2. Demand charge. **\$10.40** per kW of monthly billing demand; plus
 3. Energy charge. **\$0.0729** per kWh for all kWh.
 4. Transmission Delivery Adjustment - **\$0.005** per kWh
- ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
 1. **\$181.00** - per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- iii. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: **\$0.0734/kWh**
 2. 50% participation: **\$0.0754/kWh**
 3. 100% participation: **\$0.0779/kWh**

e. Sec. 40-319. Electric Rate Schedule LP-2 (large commercial).

- i. Rate:
 1. Service charge: **\$75.00** per month; plus
 2. Demand charge: **\$10.40** per kW of monthly billing demand; plus
 3. Energy Charge: **\$0.0703** per kWh for all kWh
- ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
 1. **\$3,195.00** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.

- iii. The applicable rate schedule demand charges shall be replaced by the following on-peak/off-peak rates:
 - 1. On-peak demand charge: **\$6.65**; plus
 - 2. Off-peak demand charge: **\$3.75**.
 - iv. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 - 1. 10%: **\$0.0708/kWh**
 - 2. 50%: **\$0.0728/kWh**
 - 3. 100%: **\$0.0753/kWh**
- f. Sec. 40-320. Electric rate Schedule LP-3 (industrial and institutional).**
- i. Rate:
 - 1. Service charge: **\$250.00** per month; plus
 - 2. Demand charge: **\$9.85** per kW of monthly billing demand; plus
 - 3. Energy charge: **\$0.0682** per kWh for all kWh.
 - ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest of the following charges:
 - 1. **\$15,034.85** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - 2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - 3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - iii. The applicable rate schedule demand charges shall be replaced by the on-peak/off-peak rates established in Section 2-117.
 - 1. On-Peak Demand Charge: **\$6.65**, plus
 - 2. Off-Peak Demand Charge: **\$3.75**
 - iv. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 - 1. 10% participation: **\$0.0687/kWh**
 - 2. 50% participation: **\$0.0707/kWh**
 - 3. 100% participation: **\$0.0732/kWh**
- g. Sec. 40-321. Electric Rate Schedule SL (security lights).**
- i. The rates per month per light are established in Section 2-117.
 - 1. 100 Watt (or equivalent) **\$11.25**
 - 2. 200 Watt (or equivalent) **\$16.50**
 - 3. 400 Watt (or equivalent) **\$33.00**

h. Sec. 40-323. Electric Rate Schedule PQF.**i. Rate. The City will pay the QF producer for all power purchased at the following rates:**

1. Capacity. No payment shall be made, except by separate firm power contract between the producer and the City.
2. Energy. The metered output from the producer will be purchased at a rate equal to the City's total energy and transmission delivery cost divided by the total kilowatt-hours purchased, as calculated from the most recent wholesale power bill. In the event that the producer exercises the option to sell power to the City, there will be assessed, in addition to the minimum monthly bill requirements under the applicable service rate schedule, a customer service charge of **\$15.00** per month to cover costs realized for metering, billing, maintenance, administrative, and other expenses necessary to maintain service to the QF.

i. Sec. 40-325. Electric Rate Schedule SRE.**i. Rate.** In a billing month after the retail customer receives approval to interconnect their on-site generating system to the City's electric distribution system, the customer will be billed:

1. Based upon their current electric service rate for the kilowatt-hours used from the City's electric distribution system. The excess kilowatt-hours that are passed back to the system from their on-site generation will be purchased at a rate equal to the average base wholesale kilowatt-hour energy cost for power paid by the City. This average base wholesale kilowatt-hour energy cost will be calculated based upon the past years average wholesale cost and will be updated once a year (in October) to update this value.
2. The calculated amount for the excess kilowatt-hours passed back to the system will be credited to the current balance of the retail customer's utility account. If a credit exists at any time on the account, the customer may request in writing a refund for the credit amount. If the customer closes the account with a credit remainder in their account, they will be refunded this amount.

4. Article IV. Solid Waste Collection and Disposal**Division 2. Waste Collection Generally**

The solid waste collection and disposal -fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics.

a. Sec. 40-389. Residential collection generally.

- i. Any customer generating more waste than one container will hold may request an additional container and shall pay an additional fee as established in Section 2-117. - **\$11.2960**

b. Sec. 40-391. Commercial collection.

- i. If a container is unserviceable, such as being blocked or containing prohibited items, the City truck shall return to empty the container only after the container is clear from other vehicles and/or prohibited items are removed from the container for a fee as established in Section 2-117. - ~~\$10.10~~40

c. Sec. 40-395. Unprepared solid waste.

- i. The City's Sanitation Division shall cause the clean-up of the improperly or unprepared waste, litter or debris that constitutes a health or nuisance to the community. The fee established in Section 2-117 or the actual cost of cleanup, whichever is greater, shall be paid by the responsible party. - ~~\$66.00~~68.20

d. Sec. 40-399. Small animals.

- i. Upon notice, the City will remove and dispose of small dead animals, including, but not limited to, dogs, cats, chickens, ducks and geese, either from private property or public rights-of-way, excluding animal clinics. - ~~\$20.00~~70
- ii. Customers requesting removal from private property shall place the animal in a plastic bag and place the bag curbside before notification of pick up. Removal and disposal of small dead animals from private animal clinics shall be for a fee as established in Section 2-117. - ~~\$20.00~~70

Division 4. Rates and Charges**e. Sec. 40-495. Generally.**

- i. Solid waste collection rates are applied based on both the method and number of services provided. Except as otherwise provided in this division, the charges for solid waste collection and disposal shall be assessed according to the following schedule:

\$16.00 <u>50</u>	Each single family detached residential unit or residential units in a building with less than a total of four attached residential units in a complex where each residential unit has been assigned a seventy (70) gallon automated solid waste container and provided with garbage, rubbish, brush and recycling collection once weekly.
\$11.60 <u>20</u>	Additional monthly fee for each residential unit that has been assigned more than one seventy (70) gallon automated solid waste container. This rate shall be assessed for each additional container utilized.
\$16.00 <u>50</u>	Each residential unit in a building with less than a total of four attached residential units in a complex that has been assigned a shared three hundred (300) gallon or larger automated solid waste collection container, that has not been identified as a multifamily apartment complex by the City, and provided with twice per week garbage collection, once per week curbside recycling collection and once per week rubbish/brush collection.

\$7.50 <u>70</u>	Each residential unit in a building with a total of four or more attached residential units in a complex that has been identified as a multifamily apartment complex by the City, and is assigned a large solid waste container shared by multiple residential units for garbage collection only. Service will be provided twice weekly. Fraternities, Sororities, Privately owned Student Dorms, and customers within a residential and mixed use location shall not be assessed this rate, and will be charged according to the variable commercial collection rates listed in paragraph (2) below.
\$14.95 <u>15.40</u>	Minimum monthly charge for small businesses that jointly use a commercial-type refuse container without causing a health, sanitation or litter problem.

f. Sec. 40-496. Commercial collection rates.

- i. The monthly per container garbage collection and disposal charge for commercial locations shall be based on container size, number of containers utilized and frequency of collection per week.

Container Size	Frequency of Collection	Monthly Rate
Ninety gallon automated	1	\$18.00 <u>60</u>
	2	\$37.00 <u>38.20</u>
	3	\$55.00 <u>56.80</u>
	4	\$72.00 <u>74.40</u>
	5	\$90.00 <u>93.00</u>
	6	\$106.00 <u>109.50</u>
300/400 gallon automated or two cubic yard non compactor	1	\$132.00 <u>136.40</u>
	2	\$174.00 <u>179.70</u>
	3	\$212.00 <u>219.00</u>
	4	\$250.00 <u>258.30</u>
	5	\$290.00 <u>299.60</u>
	6	\$336.00 <u>347.10</u>
Four cubic yard non compactor	1	\$166.00 <u>171.50</u>
	2	\$220.00 <u>227.30</u>
	3	\$271.00 <u>279.90</u>
	4	\$329.00 <u>339.90</u>
	5	\$386.00 <u>398.70</u>
	6	\$436.00 <u>450.40</u>
Eight cubic yard non compactor	1	\$204.00 <u>210.70</u>
	2	\$283.00 <u>292.30</u>
	3	\$362.00 <u>373.90</u>
	4	\$439.00 <u>453.50</u>
	5	\$519.00 <u>536.10</u>
	6	\$595.00 <u>614.60</u>

Two cubic yard compactor	1	\$138.00 <u>142.60</u>
	2	\$274.00 <u>283.00</u>
	3	\$412.00 <u>425.60</u>
	4	\$549.00 <u>567.10</u>
	5	\$684.00 <u>706.60</u>
	6	\$822.00 <u>849.10</u>
Four cubic yard compactor	1	\$184.00 <u>190.10</u>
	2	\$370.00 <u>382.20</u>
	3	\$554.00 <u>572.30</u>
	4	\$739.00 <u>763.40</u>
	5	\$925.00 <u>955.50</u>
	6	\$1110.00 <u>1146.60</u>
Six cubic yard compactor	1	\$248.00 <u>256.20</u>
	2	\$499.00 <u>515.50</u>
	3	\$748.00 <u>772.70</u>
	4	\$997.00 <u>1029.90</u>
	5	\$1245.00 <u>1286.10</u>
	6	\$1494.00 <u>1543.30</u>

Sec. 40-497. Additional charges.

ii. The following Additional charges established in Section 2-117 will be assessed and collected upon the performance of the following described service or the occurrence of the described use or condition:

1. Per cycle fee for usage of the Northgate Promenade Commercial Compactor. The minimum monthly charge as described in Section 40-495 for small businesses that jointly use a commercial-type refuse container will apply until usage exceeds five cycles per calendar month. - ~~\$17.19~~80-plus ~~\$3.63~~70 per access after six or more times to access
2. Daily rental fee for the use of any City-owned, 20 cubic yard roll-off container. - ~~\$3.77~~90
3. Daily rental fee for the use of any City-owned, 30 cubic yard roll-off container. - ~~\$4.04~~20
4. Daily rental fee for the use of any City-owned, 40 cubic yard roll-off container. - ~~\$4.30~~40
5. Per carcass fee for 1 to 19 animal carcasses collected from a commercial veterinarian, plus a flat rate service charge of ~~\$20.00~~70. The flat rate service charge is waived for 20 or more animal carcasses collected at one time.
6. Additional fee for collection service requested by customer in addition to the scheduled service on a 90-gallon container. - ~~\$13.20~~60
7. Additional fee for any location (other than residential) where the container was blocked and the collection vehicle must return to provide service. - ~~\$19.85~~20.50
8. Additional fee for collection service requested by customer in addition to the scheduled service on a 300-gallon or 400-gallon container. - ~~\$26.00~~90

9. Additional fee for delivery and set-up on any City-owned, roll-off container. - ~~\$37.95~~39.20
10. Additional fee for collection service requested by customer in addition to the scheduled service on a two cubic yard container. - ~~\$26.00~~90
11. Additional fee for collection service requested by customer in addition to the scheduled service on a two cubic yard compactor. - ~~\$33.00~~34.10
12. Additional fee for collection service requested by customer in addition to the scheduled service on a four cubic yard container. - ~~\$40.00~~41.30
13. Additional fee for collection service requested by customer in addition to the scheduled service on a four cubic yard compactor. - ~~\$46.30~~47.80
14. Additional fee for collection service requested by customer in addition to the scheduled service on an eight-cubic yard container. - ~~\$53.00~~54.70
15. Additional fee for collection service requested by customer in addition to the scheduled service on a six cubic yard compactor. - ~~\$60.00~~62.00
16. Unprepared solid waste minimum charge. - ~~\$66.00~~68.20
17. All roll-off container service per load plus current per-ton landfill charge. - ~~\$175.95~~181.80

5. Article V. Drainage Utility

The drainage utility fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics.

a. Sec. 40-524. Rates.

- i. All charges shall be made in accordance with the classification of properties by the following categories:
 1. Residential service shall be charged on the basis of a set fee per residential unit.
 - a. Each single-family detached residential unit and each duplex residential unit: ~~\$56.00~~ per month.
 - b. Each residential unit with two or more attached residential units and all residential units in a complex identified as a multifamily apartment complex: ~~\$2.25~~70 per month.
 2. All other lots, tracts and parcels of land within the City shall be considered and charged on the basis of commercial use in accordance with the schedule of drainage charges established in Section 2-117 which are hereby levied against all such remaining lots, tract or parcels of land within the City unless covered by exemptions listed herein. Commercial service shall be calculated on the basis of building square footage. ~~\$2.35~~80/1,000 sq. ft. per month.

CHAPTER 103: BUILDINGS AND BUILDING REGULATIONS

1. Article V. Single-Family and Duplex Unit Rental Registration

a. Sec. 103-242(d). Registration required.

- i.** A fee established of **\$15.00** shall be assessed per building at the time of any required registration. .

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS (CITY), ESTABLISHING THE FEES, RATES AND CHARGES AS AUTHORIZED IN CHAPTER 2 “ADMINISTRATION”, ART. V. “FINANCE”, DIV. 2 “FEES, RATES AND CHARGES” OF THE CODE OF ORDINANCES; AND REPEALING PRIOR FEES, RATES AND CHARGES FOUND IN 06-13-19-02.

WHEREAS, the Code of Ordinances, City of College Station, Texas contains substantially all ordinances compiled, adopted and approved by the College Station City Council; and

WHEREAS, Chapter 2 “Administration”, Art. V. “Finance”, Div. 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas requires all fees, rates and charges be adopted by resolution; now therefore,

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

PART 1: That the City Council has approved, authorized and established the fees, rates and charges as provided by Chapter 2 “Administration”, Art. V. “Finance”, Div. 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas, and as shown in **Exhibit A, “Fees, Rates and Charges”**.

PART 2: That reference to a Chapter, Article, Division or Section in **Exhibit A, “Fees, Rates and Charges”** shall be considered a reference to the same Chapter, Article, Division or Section from the Code of Ordinances, City of College Station, Texas.

PART 3: That the City Council hereby repeals **Resolution 06-13-19-02** establishing any fees, rates or charges as are established in **Exhibit A, “Fees, Rates and Charges”**.

PART 4: That this resolution shall become effective immediately after passage and approval.

ADOPTED this ____ day of _____, 2019.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A
FEES, RATES AND CHARGES

CHAPTER 2: ADMINISTRATION

1. Article V. Finance

Division 2. Fees, Rates and Charges

a. Sec. 2-118. Service fees for credit card payments.

- i. Service fee established. The fee for a payment by a card for a fee, fine, court cost, or other charge shall be set as **\$3.00** per transaction as established in Section 2-117.

b. Sec. 2-119. Police Department Services.

- i. Police Escorts. **\$50.00** per hour per each officer.
- ii. Livestock Permit Fee. – **\$35.00**

c. Sec. 2-120. Fire Department Services

- i. Requests for incident reports prepared by the Fire Department.
- ii. Mileage charges for Fire Department services outside the City limits will be in accordance with the IRS Standard Mileage Rates and may change from time to time. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus **\$20.00** for travel time.
- iii. Fire Department inspections of day care centers. - **\$50.00**
- iv. Fire Department inspections of foster homes. - **\$30.00**
- v. Fire Department inspections of nursing home facilities. - **\$150.00**
- vi. Fire Department inspections of health care facilities. - **\$150.00**
- vii. Automatic hood tests performed by the Fire Department. - **\$50.00**
- viii. Fire Department inspections of automatic fire alarm systems. **\$100.00** for up to 25 devices. Additional devices after 100 are **\$2.00** per device. Any additional inspections are **\$75.00** per hour with a 2-hour minimum paid in advance. Multi-story buildings floors 1-4 are included. Any additional floors above 4 are permitted per floor. Multi-building complexes will be permitted per building up to 4 floors.
- ix. Fire Department testing of underground fire lines. - **\$150.00**
- x. Fuel tank testing performed by the Fire Department. - **\$100.00**
- xi. Fuel line leak testing performed by the Fire Department. - **\$100.00**
- xii. Fire sprinkler system testing performed by the Fire Department. **\$125.00** for up to 100 heads. Additional heads after 100 are **\$1.00** per head. Any additional inspection on the same system is **\$125.00** per inspection. Multi-story buildings floors 1-4 are included. Any additional floors above 4 are permitted per floor. Multi-building complexes are permitted per building up to 4 floors.
- xiii. Fire Department inspections of a hospital- **\$250.00**
- xiv. Fire Department Burn Permit Fee – Ten Day Commercial Burn Permit **\$500.00** and Ten Day Residential Burn Permit - **\$50.00**

- xv. Fire Department after hours (after hours means anytime other than Monday – Friday 8 AM – 5 PM) inspection - **\$75.00 per hour, per inspector with a two hour minimum charge.**
- xvi. The provision of emergency medical services basic life support (BLS) with transportation. - **\$1,200.00** base fee plus **\$19.00** per loaded mile
- xvii. The provision of emergency medical services advanced life support (ALS1) with transportation. - **\$1,400.00** base fee plus **\$19.00** per loaded mile
- xviii. The provision of emergency medical services advanced life support, level 2 (ALS2) with transportation. - **\$1,650.00** base fee plus **\$19.00** per loaded mile
- xix. The provision of emergency medical services specialty care transport (SCT) from one medical facility to another medical facility. - **\$1,700.00** base fee plus **\$19.00** per loaded mile
- xx. The provision of emergency medical services for non-residents without transportation. - **\$250.00**
- xxi. Administrative fees and reimbursement fees for supplies and medications.
 - 1. The provision of BLS, ALS1 or ALS2 services with transportation when oxygen is used shall be charged a **\$130.00** supply fee to cover oxygen costs.
 - 2. The provision of BLS services with transportation shall be charged a **\$200.00** supply fee to cover single patient use items.
 - 3. The provision of ALS1 or ALS2 services with transportation shall be charged a **\$400.00** supply fee to cover single patient use items.
- xxii. Emergency and rescue services. – Varies per type of event and service.
- xxiii. Emergency Medical Services standby by for events. – Varies per type of event and service.
- xxiv. The provision of Emergency Medical Services under Ambulance Supplemental Payment Programs. – Varies per state program.

d. Sec. 2-122. Planning and Development Services Department.

The development application and permit fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics.

i. Building permit fees for structures requiring a building permit:**1. Building Permit Fee Schedule**

<u>Estimated Commercial Construction Valuation</u>	<u>Permit Fee</u>
\$0 to \$50,000	\$32.00 for the first \$1,000 valuation plus \$5.00 for each additional \$1,000 valuation or fraction thereof up to \$50,000 valuation
\$50,001 to \$100,000	\$293 for the first \$50,000 valuation plus \$4.25 for each additional \$1,000 valuation or fraction thereof up to \$100,000 valuation
\$100,001 to \$500,000	\$506 for the first \$100,000 valuation plus \$3.25 for each additional \$1,000 valuation or fraction thereof up to \$500,000 valuation
\$500,001 and up	\$1,784 for the first \$500,000 valuation plus \$2.25 for each additional \$1,000 valuation thereafter

<u>Residential Permit Type</u>	<u>Permit Fee</u>
New Residential Building	\$0.59 per square foot
New Multifamily Building	\$.36 per square foot
Residential (Remodel and Addition)	\$0.59 per square foot (\$100 minimum)
Residential Accessory: Living Quarters or Pool House	\$0.59 per square foot (\$100 minimum)
Residential Accessory (All Other)	\$0.44 per square foot (\$50 minimum)

2. Re-inspection fee. - **\$104.00**

ii. Electrical permit fees.

1. Repair and alteration electrical permit. - **\$43.00**
2. Residential electrical permit. – **\$43.00** minimum base fee for the first 1,000 square feet of the building area plus **\$0.02** per square foot over 1,000 square feet
3. Commercial electrical permit. - **\$43.00** minimum base fee for the first \$1,000 valuation, plus **\$0.02** for each additional \$1,000 valuation or fraction thereof
4. Temp Poles base fee **\$32.00** (Bryan Texas Utilities); **\$32.00** (Entergy); \$80 base fee plus connection fee (College Station Utilities)
5. Re-inspection fee. - **\$104.00**

iii. Mechanical permit fees.

1. Residential and Multifamily Mechanical permit. - **\$43.00.** minimum base fee for the first 1,000 square feet of the building area, plus **\$0.02** per square foot over 1,000 square feet
2. Commercial Mechanical permit-**\$43.00** minimum base fee for the first **1,000** square feet of the building area plus **\$0.02** per square foot over **1,000** square feet
3. Re-inspection fee. - **\$104.00**
4. Residential Mechanical Change Out permit - **\$75.00**

iv. Plumbing permit fees.

1. Basic plumbing permit. - **\$32.00** base fee
2. Plumbing fixtures - **\$5.00**each
3. Gas permit.
 - a. Base fee. - **\$32.00**
 - b. Gas Piping. - **\$5.00**up to four gas outlets, **\$1.00**for each outlet over four
4. Re-inspection fee. - **\$104.00**

v. Lawn sprinkler permit fees.

1. Lawn sprinkler irrigation permit. - **\$32.00**
2. Re-inspection fee. - **\$104.00**
- vi. Miscellaneous permit fees.
 1. Demolition permit. - **\$52.00**
 2. Moving permit. - **\$105.00**
 3. Vent hood permit - **\$75.00**
 4. Walk-in cooler permit - **\$75.00**
 5. Location permit. - **\$53.00**
 6. Commercial Solar panels. **\$200.00**
 7. Residential Solar panels. - **\$200.00**
 8. Commercial Roof permit. - **\$150.00**
 9. Multifamily Roof permit. - **\$150.00**
 10. Residential Roof permit. - **\$75.00**
- vii. Contractor registration fee. - **\$64.00**
- viii. Oil and gas development application fees.
 1. Application fee. - **\$6,455.00**
 2. Annual permit renewal fee. - **\$2,152.00**
 3. Abandonment fee. - **\$2,152.00**
 4. Consultant fee. - **Contracted Fee**
 5. Contract inspector fee. – **Contracted Fee**
 6. Road maintenance agreement fee. - **As Calculated**
 7. Seismic survey permit fee. – **\$5,379.00**
- ix. Municipal Utility District fees.
 1. Fee to process petition to create district. - **\$32,232.00**
 2. Fee to process petition to acquire or annex land. - **\$32,232.00**
 3. Infrastructure plan review and inspection fee (Including ETJ). – **1.6% of infrastructure cost (\$639.00 minimum)**
- x. After hours (after hours means anytime other than Monday – Friday 8 AM – 5 PM) inspection - **\$77.00 per hour, per inspector with a two hour minimum charge.**
- xi. Planning and Development Services Fees as Authorized by Appendix A-12-3.2- C-3.
 1. Administrative Adjustment - **\$107.00**
 2. Alternative Parking Plan - **\$107.00**
 3. Banner Permit - **\$224.00**
 4. Comprehensive Plan Amendment - **\$1,321.00**
 5. Conditional Use Permit - **\$1,321.00**
 6. Construction Board of Adjustments - **\$543.00**
 7. Design Review Board - **\$405.00**
 8. Development Permit/Public Infrastructure Review and Inspection Fee - One and one half percent (**1.6%**) of infrastructure cost (**\$639.00** minimum)
 9. Re-inspection Fee (applies to all inspection types) - **\$104.00**
 10. Final Plat or Development Plat - **\$1,055.00**
 11. Final plat (minor or amending) - **\$799.00**
 12. License to Encroach - **\$863.00**

- 13. PDD Amendment - Staff Review Only - \$202.00**
- 14. PDD Amendment - P&Z/Council Review - \$362.00**
- 15. Private Improvement in the Public R-O-W (PIP) Permit - \$405.00**
- 16. Portable Storage Container Permit Fee - \$53.00**
- 17. Preliminary Plan - \$1,055.00**
- 18. Rezoning (Including PDD and P-MUD) - \$1,321.00**
- 19. R-O-W/Easement Abandonment - \$799.00**
- 20. Sign Permit (except for banners) - \$162.00**
- 21. Site Plan - \$1,055.00**
- 22. Minor Site Plan - \$405.00**
- 23. Waiver or Variance – Subdivision Regulations - \$266.00**
- 24. Written Interpretation - \$128.00**
- 25. Zoning Board of Adjustment - \$405.00**
- 26. Zoning Letter - \$107**
- 27. Non-Residential Architectural (NRA) Review* - \$405.00**
 - *Excludes existing projects involving painting only
- 28. Returned Check Fee - \$25.00**
- 29. Tent permit. – (see Building Permit Fee Schedule)**

FEES, CHARGES AND RATES NOT LISTED IN FINANCE SECTION OF CODE OF ORDINANCES:

CHAPTER 6: ANIMALS

1. Article I. In General

a. Sec. 6-116(1). Requirements for owner of a dangerous dog.

- i.** Registration. Register the dangerous dog with the Animal Control Authority and pay an annual registration fee of **\$500.00** for the first year and a **\$250.00** re-registration fee thereafter unless such dog has violated one or more provisions of this chapter during the previous year, in which case an annual renewal registration fee of **\$500.00** shall be assessed as established in Section 2-117.

b. Sec. 6-150(c). Rabbits.

- i.** Permit requirements. The following is required to be issued a permit for keeping of rabbits in a single-family residential zone: payment of a fee as may be established in Section 2-117. - **\$35.00**

c. Sec. 6-151(c). Ferrets.

- i.** Permit requirements. The following is required to be issued a permit for ferrets: payment of a fee as may be established in Section 2-117. - **\$35.00**

CHAPTER 8: BUSINESSES

1. Article III. Credit Access Businesses

Division 2. Registration

a. Sec. 8-81. Required.

- i. A person commits an offense if the person acts, operates, or conducts businesses as a credit access business without a valid certificate of registration. A certificate of registration is required for each physically separate credit access business. A fee of **\$50.00**, which may be amended from time to time by resolution or ordinance is established for each physically separate credit access business within the City limits.

2. Article IV. Gravediggers

Division 2. License

a. Sec. 8-145. Gravediggers.

- i. A person who seeks a license hereunder shall apply to the City Secretary on a form furnished for such purpose. Upon meeting the qualifications and requirements of this division, such person shall be issued a license by the City Secretary. Each new applicant shall pay an application fee of **\$100.00**. Each licensee must pay a yearly renewal fee of **\$25.00**. All yearly fees and proof of insurance are due by March 15. A license shall be effective for a period of one year from the date of issuance or until the set renewal date of March 15.

3. Article V. Home Solicitation and Itinerant Vendors

Division 2. Home Solicitor Registration

a. Sec. 8-210(b). Application; fee; expiration; non-transferability; material changes.

- i. Application filed under this section must be accompanied by a nonrefundable registration fee of **\$50.00**.
- ii. Renewal Application filed under this section must be accompanied by a nonrefundable registration fee of **\$25.00**.
- iii. Identification badge fee - **\$10.00**.

b. Sec. 8-211(d). Issuance, denial, and display of registration; identification badge.

- i. If a City-issued home solicitor's identification badge is lost, mutilated, or destroyed, the City Manager or designee shall issue the registrant a duplicate identification badge upon payment of a **\$10.00** duplicate badge fee.

Division 3. Itinerant Vendor Permit

c. Sec. 8-235(d). Required; application.

- i. An application for an I-Vendor permit shall be accompanied by a fee of **\$53.00**

4. Article VI. Carnivals, Circuses, Menageries, Sideshows, Concessions, and Special Events
Division 2. Permit

a. Sec. 8-296. Fees.

- i. Application. The applicant shall pay a nonrefundable application fee established in Section 2-117 upon submission of an application to the City. The application fee may be waived for a nonprofit association holding an event. The application fee shall not be waived for any event involving alcohol sales and/or consumption.
- **\$213.00**
- ii. Re-inspection fee. If the event is not operated on consecutive calendar days, the City shall re-inspect the premises as provided herein. A re-inspection fee of **\$53.00** shall be paid by the applicant to the City to cover the cost of each re-inspection.

5. Article VII. Secondhand Dealers
Division 2. Permit

a. Sec. 8-361(a). Issuance, fee.

- i. Upon receipt of the application, the City Accounts Receivable Fiscal Services Department shall issue a permit upon the payment of a fee established by the City Council in Section 2-117; provided, however, no permit shall be issued to any applicant who has been found guilty of a criminal offense against property defined in Texas Penal Code title 7 (Texas Penal Code ch. 28 et seq.) by a court of competent jurisdiction within the preceding five years. Permits issued hereunder shall be valid for a period of one year from the date of issuance thereof.

6. Article VIII. Mobile Food Vendors
Division 2. Permit

a. Sec. 8-418. Permit fee.

- i. The application fee for a mobile food vendor permit shall be **\$533.00**. Each mobile food vendor unit shall be permitted separately. Mobile food vendor permits shall be valid for one year from the date of permit issuance.
- ii. Upon renewal, the applicant must provide a new complete application, payment of a **\$266.00** renewal fee, and new permitting documentation. The applicant must submit the application and renewal fee within 30 days after expiration of the permit or must reapply as a new applicant.
- iii. The application fee for a concession cart shall be **\$266.00** for initial application, and a renewal fee of **\$107.00**

7. Article IX. Northgate Outdoor Dining and Entertainment
Division 2. Permit

a. Sec. 8-475. Application fee.

- i. Applicants for peak period must pay a non-refundable permit application fee of **\$373.00** plus **\$2.25.00** per square foot of permitted area when the original permit application is submitted to the City and a non-refundable permit application fee of

\$186.00 plus **\$2.25.00** per square foot of permitted area for an annual renewal. Non-peak period only permits shall not be assessed a permit fee.

b. Sec. 8-476(b). Amended Application.

- i. The applicant must pay a non-refundable amended permit application fee of **\$186.00 plus \$2.25.00 per square foot** when the amended permit application is submitted to the City.

8. Article XI. Taxicabs

Division 2. Service License

a. Sec. 8-588(c). Application.

- i. Each application shall be accompanied by a non-refundable license fee of **\$50.00** per taxicab license service to defray the expense of carrying out the provisions of this section.

Division 3. Driver Permit

b. Sec. 8-619(b). Fee generally; issuance; term.

- i. The annual fee for driver's permits issued prior to June 30 shall be **\$10.00**. Fees for permits issued on June 30 or there after shall be **\$5.00**. No portion of the fee shall be refunded in the event the permit is terminated prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

c. Sec. 8-620. Term; expiration; renewal.

- i. The term of all permits shall be for not more than one year with expiration on December 31. Renewals shall be applied for in the same manner as specified for the original permit. Renewal permits may be issued during the month of December for expiration on December 31 of the following year. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

Division 4. Vehicle Permit

d. Sec. 8-650. Fees.

- i. The annual fee for vehicle permits issued prior to June 30 shall be **\$10.00**. Fees for permits issued on June 30 or there after shall be **\$5.00**. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.
- ii. The annual fee for vehicle permits issued prior to June 30 shall be established in Section 2-117. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a fee established in Section 2-117. **\$50.00**

e. Sec. 8-654. Reinstatement of suspended permit; fee.

- i.** Vehicle permits suspended because of failure to comply with the requirements of Section 8-649(b) may be reinstated as soon as the vehicle is brought back into compliance with Section 8-649(b). Application for such reinstatement shall be made in writing to the City on the form provided by the City. The non-proratable fee for such reinstatement shall be **\$5.00**.

9. Article XII. Pedicabs

Division 2. License and Permit

Subdivision II. License

a. Sec. 8-742. License fee.

- i.** Each application must be accompanied by a non-refundable license fee **\$50.00**.

Subdivision III. Permit

b. Sec. 8-774(c). Pedicab Permits.

- i.** Fees. The annual fee for pedicab permits issued prior to June 30th shall be **\$10.00**. Fees for permits issued on June 30th or there after shall be **\$5.00**. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

c. Sec. 8-775(d). Revocation and suspension of pedicab permit.

- i.** Reinstatement of suspended permit and fee. Pedicab permits suspended because of failure to comply with the requirements of this article may be reinstated as soon as the pedicab is brought back into compliance. Application for such reinstatement shall be made in writing to the City on the form provided by the City. The fee for reinstatement shall be **\$5.00**.

Division 3. Driver Permit

d. Sec. 8-806. Fee.

- i.** The fee for driver permits issued prior to June 30th shall be **\$10.00**. Fees for permits issued on June 30th or there after shall be **\$5.00**. No portion of the fee shall be refunded in the event the permit is terminated prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **\$5.00** fee.

10. Article XIII. Dockless Bike Share Program

a. Sec. 8-824. Fees and Costs.

- i.** Permit Application Fee. **\$750.00**.
- ii.** Permit Renewal Fee. **\$375.00**.
- iii.** Removal, Impoundment, and/or Relocation Fee. A dockless bike share operator shall be assessed a **\$125.00** for each bike removed, impounded, or relocated.

CHAPTER 10: CEMETERIES

1. Article II. City Owned or Maintained Cemeteries

a. Sec. 10-25(e). Purchase options.

- i. Price. The price of all spaces in the City cemeteries shall be established As:

CEMETERY FEES		FY 2019-2020
1. College Station Cemetery:		
	Standard Space	\$1,450
	Cremate Space	\$440
	Infant Space	\$220
2. Memorial Cemetery of College Station:		
Municipal Section:	Standard Space	\$1,450
	Columbaria Niche	\$825
	Infant Space	\$220
Aggie Field of Honor:	Standard Space	\$3,000
	Columbaria Niche	\$1,650
3.	Grave Opening and Closing Fee	\$150
4.	Mark the Grave and Set the Monument	\$100
5.	Memorial Bench Set Fee	\$100

CHAPTER 12: EMERGENCY MANAGEMENT AND EMERGENCY SERVICES**1. Article III. Ambulances****Division 2. Permit****a. Sec. 12-79(a). Permit fees, conditions and renewal.**

- i. The fee for the permit required in Section 12-77 shall be **\$100.00** per ambulance, and all permits issued under this division shall terminate on December 31 of each year. Such permits may be renewed by paying a permit fee of **\$50.00** and submitting proof of current Texas Department of Health Services license and liability requirements as provided in section 12-78.

2. Article IV. Alarm Systems**a. Sec. 12-113(b). False alarms.**

- i. An alarm user or subscriber shall be allowed three false alarms in a preceding 12-month period without penalty. After this, a user or subscriber shall be assessed a fine fee based on the following schedule established in Section 2-117.
- ii. Police Department Number of False Alarms Fine
 1. 1—3 false alarms **\$0.00**
 2. 4—5 false alarms **\$50.00** for each false alarm
 3. 6—7 false alarms **\$75.00** for false alarm
 4. 8 or more false alarms **\$100.00** for each false alarm
- iii. Fire Department Number of False Alarms
 1. 1—3 false alarms **\$0.00**
 2. 4—5 false alarms **\$85.00** for each false alarm
 3. 6—7 false alarms **\$110.50** for false alarm
 4. 8 or more false alarms **\$145.00** for each false alarm

CHAPTER 14: ENVIRONMENT AND NATURAL RESOURCES**1. Article II. Oil and Gas****Division 2. Production Permits****Subdivision I. In General****a. Sec. 14-58. Permit application generally.**

- i. A permit application shall include Application fee as set by Council resolution established in Section 2-117. **\$7,125.00**

b. Sec. 14-67(b). Permit period and renewal.

- i. The operator will submit an application form for a renewal permit no later than 30 days before the expiration of the operator's permit, and indicate in the application what changes are requested at the oil or gas operations site. An inspection and renewal fee established in Section 2-117 shall be paid at the time of reapplication. The operator recognizes the reclassification of a permit from rural to urban may occur due to adjacent development. **\$6,345.00**
- ii. Application requirements. Renewal applications shall include any of the following items which have changed since the original permit application, which shall be current and updated, as applicable, to cover the renewal period:
 1. Renewal application fee as set by Council resolution established in Section 2-117. **\$2,115.00**

Subdivision II. Permit Types and Requirements**c. Sec. 14-99(b). Urban permit.**

- i. Notice. Before consideration of an urban permit application by the City Council, the City Engineer shall cause the following notices of public hearing to be issued, at the operator's expense, no later than two weeks before the regular Council meeting in which the public hearing will be held:
 1. Notice of the public hearing shall be published in a newspaper of general circulation in the City.
 2. Notice of the public hearing shall be made to all persons with property within 1,000 feet of the proposed oil or gas operations site as shown by the latest Brazos County Appraisal District certified tax rolls, by certified mail, return receipt requested. The operator shall pay the City **\$4.00** for each such notification letter. No notification letter shall be required for property owners who have signed and acknowledged before a Notary Public the consent form acceptable to the City.

d. Sec. 14-100(a). Rural permit.

- i. Notice. Before final consideration of a rural permit application by the City Engineer, the City Engineer shall cause the following notices to be issued, at the operators expense, to provide at least a two-week public comment period before any final action is taken by the City Engineer:

1. Notice of the rural permit application shall be published in a newspaper of general circulation in the City; and
2. Notice shall also be made to all persons with property within 1,000 feet of the proposed oil or gas operations site as shown by the latest Brazos County Appraisal District certified tax rolls, by certified mail, return receipt requested. The operator shall pay the City **\$4.00** for each such notification letter. No notification letter shall be required for property owners who have signed and acknowledged before a Notary Public consent to the proposed oil or gas operations or waiver of the right to receive further notices.

e. Sec. 14-101. Seismic survey permit.

- i. Process. To obtain a permit, the operator must apply to the City, pay the permit fee as established by resolution of the City Council established in Section 2-117, and execute a License Agreement on a form approved by the City Attorney. The City Manager or his/her designee may negotiate and execute the License Agreement on behalf of the City. **\$5,379.00**

Division 3. Other Requirements

f. Sec. 14-151(a). Abandonment.

- i. The operator pays an abandonment fee in an amount set by Council resolution established in Section 2-117. **\$2,152.00**

CHAPTER 16: FIRE PREVENTION AND PROTECTION

1. Article I. In General

a. Sec. 16-2(b). Emergency and rescue services.

- i.** Fees shall be collected for services provided within the College Station Fire Department designated response area that includes both inside and outside the City limits. Fees will not exceed the amount expended by the College Station Fire Department. Fire Administration shall collect applicable incident report information that will be forwarded to the College Station Fire Department's authorized agent responsible for collection of any incurred fees. The fees shall be established in Section 2-117.

CHAPTER 24: LIBRARIES

1. Ch. 24. Libraries

a. Sec. 24-2. Library fines, fees and other charges.

- i.** All collections. **\$0.25** per day, with a maximum being the replacement cost of the materials (books, paperbacks, phonograph records, audiobooks, cassettes, periodicals and materials from the vertical file). There shall be a five-day grace period for books and paperbacks borrowed from the adult collection.
- ii.** All collections of art prints and sculpture and DVD's, Blue-rays. **\$1.00** per day, with a maximum being the cost to replace the item.
- iii.** Lost materials. Charges for lost or irreparably damaged items include the cost of the item plus a **\$5.00** non-refundable service charge.
- iv.** Damaged materials. Charges are determined by the cataloging department of the library, based on the amount of time spent and materials used in repairing the item.
– **Cost of the item** plus **\$5.00**.
- v.** Replacement of borrower's card. The initial card for County residents is free of charge. A **\$3.00** fee will be charged to replace a lost card.
- vi.** Non-resident library cards. Library cards will be issued to out-of-County residents for an annual fee of **\$24.00**; such card is valid for one year from the month of purchase.
- vii.** Returned Check Fee is **\$15.00**.
- viii.** Any collection agency fees.

CHAPTER 28: MUNICIPAL COURT OF RECORD**1. Ch. 28. Municipal Court of Record****a. Sec. 28-1(i). Generally.**

- i. In the event of an appeal, the appellant shall pay a transcript preparation fee in the amount of **\$25.00**. The transcript preparation fee does not include the fee for an actual transcript of the proceedings. The Clerk shall note the payment of the fee on the docket of the Court. If the case is reversed on appeal, the fee shall be refunded to the appellant. In addition to the transcript preparation fee, the fee for the actual transcript of the proceedings and statement of facts must be paid by the appellant, pursuant to Texas Government Code §§ 30.00014 and 30.00019.

b. Sec. 28-3(b)(3). Juvenile Case Manager / Truancy Prevention & Diversion

- i. Each defendant convicted of a fine-only misdemeanor offense in the Municipal Court shall pay a Juvenile Case Manager fee of **\$5.00** as a cost of Court in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a fine-only misdemeanor offense.

c. Sec. 28-4(c). Municipal Court building security fund.

- i. Each defendant convicted of a misdemeanor offense in the Municipal Court shall pay a Municipal Court building security fee of **\$3.00** as a cost of Court, in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. Effective January 1, 2020, the Municipal Court building security fee will increase to \$4.90. A separate fee must be paid for each separate conviction of a misdemeanor offense.

d. Sec. 28-5(c). Municipal Court technology fund.

- i. Each defendant convicted of a misdemeanor offense in the Municipal Court of Record shall pay a Municipal Court technology fee of **\$4.00** in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

e. Sec. 28-6(b). Municipal Court child safety fund.

- i. Authorization for fund. For every violation of an ordinance, regulation, or order regulating the stopping, standing, or parking of vehicles as allowed by Texas Transportation Code § 542.202 or ch. 682 in the Municipal Court as a cost of Court, **\$5.00** shall be assessed in addition to any other fines, penalties, or Court costs and shall be collected in the same manner that other fines in the case are collected.

CHAPTER 32: PARKS AND RECREATION

1. Article II. Public Conduct in Parks and Recreational Areas

Division 2. Use Permits

a. Sec. 32-62(6). Application procedure.

- i. Payment of a fee, if any, as may from time to time be established by the City Council by Section 2-117.

PARKS & RECREATION DEPARTMENT FY 2019 GENERAL FUND USER FEES

Effective January 1, 2019

ATHLETIC FIELDS	FY 2019-2020
1. Athletic Field Rental ~ One (1) Field, Per Day (Includes Field Redevelopment Fee of \$15)	\$300 / day
2. Athletic Field Rental ~ One (1) Field, Per Hour (Includes Field Redevelopment Fee of \$5)	\$40 / hour
3. Athletic Field Rental Deposit	Varies
4. Lights for Field Rentals (Per Hour/Per Field)	\$30 / hour
5. Bee Creek Batting Cage Rental, Per Hour	\$15 / hour
6. Tournament/Event Rate	<i>Contact Parks and Recreation for Pricing</i>
7. Key Fee (New Annual Fee and Replacement Fee)	\$10 each
8. TAMU Game Day Parking Fee @ a City Facility Parking Lot (City Hall & Wayne Smith Complex & Crompton Park)	\$10 / day
9. TAMU Game Day Parking Fee – Self Contained RV Unit	\$50 / day
<i>~ In addition to the rental fees, a deposit will be charged and paid by the renter in advance of any tournament. The deposit will vary depending on the type and size of the tournament.</i>	
<i>~ 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.</i>	
<i>~ Initial game field prep and light fees are included in the daily rental fee, but not in hourly rental fees.</i>	

PAVILION RENTAL DAILY RATES		FY 2019-2020	
		Resident Rate	Non Resident Rate
1. Bee Creek (100) / Oaks (40) Pavilions			
Monday – Thursday		\$200	\$240
Friday – Sunday, and Holidays		\$250	\$300
Deposit		\$200	\$200
2. Central (200) / Bachmann (300) Pavilions			
Monday – Thursday		\$350	\$420
Friday – Sunday, and Holidays		\$400	\$480
Deposit		\$200	\$200
3. John Crompton Park Pavilion (100)			
Monday – Thursday		\$200	\$240
Friday – Sunday, and Holidays		\$250	\$300
Deposit		\$200	\$200
4. American Pavilion in Veterans Park (500)			
Monday – Thursday		\$350	\$420
Friday – Sunday, and Holidays		\$400	\$480
Deposit		\$200	\$200
5. Dog Park Rentals – (Steeplechase Park and University Park)		\$150	\$180
6. Transfer / Cancellation Fee Per Change		\$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		FY 2019-2020
1. Vendor Permit		\$50
2. Alcohol Permit		\$55
~ Permit is required when alcohol is served at Lick Creek Nature Center, Lincoln Center, Meyer Community Center, Southwood Center, Wolf Pen Creek and Veterans Park rentals.)		
3. Boot Camp Permit (per time slot selected weekly)		\$10 per month
4. Commissions: (Gross Sales minus Sales Tax)		
Food & Drinks		10%
Other Goods		10%
Alcoholic Beverages		20%

WOLF PEN CREEK			FY 2019-2020	
			Resident Rate	Non Resident Rate
1. Amphitheater Rentals Per Day:				
Non Commercial ~ Benefit Rental			\$1,000	\$1,200
Professional/Commercial Rentals			\$1,500	\$1,800
2. Green Room Events ~ per hour, 2 hour minimum				
Non Commercial			\$75	\$90
Commercial			\$100	\$120
3. The Plaza at Wolf Pen Creek				
Rental (Includes Pavilion and Restrooms)			\$200	\$240
4. Festival Site Rental				
Non-Commercial ~ Benefit Rental			\$750	\$900
Private Commercial Rental			\$1,000	\$1,200
5. Amphitheater & Festival Site Rental				
Non-Commercial ~ Benefit Rental			\$1,250	\$1,500
Private Commercial Rental			\$1,750	\$2,100
6. Deposit				
For Green Room, Plaza, or Festival Site			\$200	
For Amphitheater			\$600	
7. Transfer / Cancellation Fee Per Change			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.				

PARKS & RECREATION DEPARTMENT

FY 2019 REC FUND FEES

Effective January 1, 2019

FY 2019-2020		
ADULT SPORTS PER TEAM	Resident Rate	Non Resident Rate
1. Volleyball (No Field Redevelopment Fee Included)		\$225
2. Softball (Inc. \$50/Team Field Redevelopment Fee)		\$390
3. KickBall (Inc. \$50/Team Field Redevelopment Fee)		\$390
4. Basketball (No Team Field Redevelopment Fee)		\$300
5. Ultimate Frisbee (per person)	\$20	\$24
6. Tennis Lessons Per Person (<i>Moved from Instruction</i>)	\$75	\$90
7. Outside League Field Redevelopment Fee Per Team	\$95	\$114
8. Outside League Per Game Contract Fee	\$15	\$18
9. Transfer/Cancellation/Late Registration Fee		\$20
10. Transfer/Cancellation/Late Registration Fee		\$20
<i>Adult sports are registered as a team unless otherwise noted.</i>		

FY 2019-2020		
INSTRUCTION FEES PER PERSON	Resident Rate	Non Resident Rate
1. <i>All class fees will be set according to the individual needs of each class and are based upon the City of College Station recovery policy.</i>		
2. Instruction Class Transfer / Cancellation Fee		\$20

FY 2019-2020		
YOUTH SPORTS PER CHILD	Resident Rate	Non Resident Rate
1. Basketball / Youth Volleyball / Per Child	\$70	\$84
2. Flag Football (Includes \$10 Field Redevelopment Fee)	\$70	\$84

3. Outside League Field Redevelopment Fee Per Child ~ All Sports (based on City tier system per season)	\$15/20/25	\$18/24/30
4. Challenger Sports (Basketball, Bowling, Soccer)	\$15	\$18
5. USTA Tennis League	\$100	\$120
6. Tennis Lessons	\$75	\$90
7. Start Smart Sport	\$35	
8. Youth Sports Transfer/Cancellation Fee (Per Child)	\$20	

AQUATICS PROGRAMS		FY 2019-2020	
		Resident Rate	Non Resident Rate
1. Swim Lessons			
45-Minute Lesson		\$45	\$54
25-Minute Lesson*		\$40	\$48
2. Stroke Clinic		NA	NA
3. Water Fitness (Unlimited Pass)		\$100	
4. Swim Team (No Field Redevelopment Fee)		\$125 (-\$10 each sibling)	
5. Transfer / Cancellation Fee		\$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		\$3	
Adamson		\$6	
7. Discount Pass – 25 Swims			
Hallaran		\$60	
*Adamson		\$120	
8. Family Season Pass (Up to Five Family Members)			
Fee for Additional Members in Excess of Five		\$30 Per Person	
Hallaran		\$200250	
*Adamson		\$325	

9. Individual Season Pass		
Hallaran		\$150
*Adamson		\$200
10. Pool Rentals		
Hallaran: Up to 100 people	\$250	\$300
Adamson: Up to 100 people	\$375	\$445
101 – 300 people	\$600	\$720
301 – 600 people	\$800	\$960
11. Pool Parties Per Person – (2 Hour Period)		
Pavilion Party (Four-table Limit)		\$20
12. Junior Lifeguard Program Per Person, Per Session		\$75
13. Lifeguard Training Fee, Per Person		\$150
14. WSI Class Fee, Per Person		\$150 (or \$200 with Lifeguard)
15. Summer Day Camp (CSISD)		Up to 50% res. rate
16. CPR/First Aid Certification Fee, Per Person		\$75
17. Transfer/Cancellation Fee for Pool Rentals		1/3 of rental fee
*Adamson passes are also valid at Southwood Hallaran pools.		

FY 2019-2020		
LINCOLN CENTER	Resident Rate	Non Resident Rate
Programming		
1. After School Program:		
Youth (17 & Under) (Qualifying Families – low income)	\$75/sem. \$45/sem.	\$90/sem. \$54/sem.
Transportation Fee (CSISD to LRC)		\$45/sem.
2. Summer Program (Per Session)	\$60	\$72
3. Late Pick-up Fee:		
1st Fifteen Minutes		\$5
Each Additional Minute Thereafter		\$1
4. Membership Pass Adult (18 & over)	\$10/mo.	\$12/mo.

5. Non-Member Guest Pass Per Day (Youth or Adult)	\$2	\$3
6. Pickleball	\$15	\$18
7. Adult Fitness Pass	\$10/mo. or \$100/yr.	
Facility Rentals		
1. Gym Rentals		
Deposit	\$350 GOLD GYM	\$400 PURPLE GYM
GOLD GYM - Half Court Rental per Hour (4-Hour Maximum)	\$50/hr.	\$60/hr.
GOLD GYM - Full Court Rental per Hour (4-Hour Maximum)	\$75/hr.	\$90/hr.
GOLD GYM - All Day Usage (More than 4 Hours)	\$350	\$420
PURPLE GYM - Half Court Rental per Hour (4-Hour Maximum)	\$60/hr.	\$72/hr.
PURPLE GYM - Full Court Rental per Hour (4-Hour Maximum)	\$85/hr.	\$102/hr.
PURPLE GYM - All Day Usage (More than 4 Hours)	\$360	\$432
Concession Usage (Gold Gym)	\$30	\$36
2. Game Room / Multi-purpose Room Rental		
Deposit	\$200	
Per Hour (4-Hour minimum)	\$50/hr.	\$60/hr.
3. Community Room Rental		
Deposit	\$250	
Per Hour (2-Hour minimum)	\$65/hr.	\$78/hr.
Kitchen usage fee	\$25	\$30
4. Activity Room Rental (Violet, Orchid, Iris)		
Deposit	\$200	
Per Hour (2-Hour minimum)	\$60/hr.	\$72/hr.
5. W.A. Tarrow Covered Basketball Pavilion (100)		
Deposit	\$200	\$200
Monday – Thursday	\$150	\$180
Friday – Sunday & Holidays	\$200	\$240
6. Gym or Room Cancellation Fee	1/3 of rental	
7. After hour rental charge	\$30	

SOUTHWOOD CENTER		FY 2019-2020	
		Resident Rate	Non Resident Rate
Programming			
1.	Senior Annual Membership Pass	\$25	\$30
2.	Non-Member Guest Pass Per Day	\$2	\$3
Facility Rentals			
1.	Meeting Room Rental, Per Hour, 2 hour minimum	\$55	\$66
Deposit*		\$200	\$200
2.	Dance/Game Room Rental, Per Hour, 2 hour minimum	\$75	\$90
Deposit*		\$200	\$200
3.	Whole Facility Rental Per Hour, 2 hour minimum (Excludes Computer Lab)	\$100	\$120
Deposit*		\$200	\$200
4.	Computer Lab Rental Per Hour, 2 hour minimum	\$25	\$30
5.	Room or Rental Cancellation Fee	1/3 of rental	
* Deposits are refundable if the facility is left clean and damage-free.			

MEYER COMMUNITY CENTER		FY 2019-2020	
		Resident Rate	Non Resident Rate
Programming			
1. Senior Annual Membership Pass		\$25	\$30
2. Non-Member Guest Pass Per Day		\$2	\$3
Facility Rentals			
1. Deposit - all rooms*		\$200	
2. Meeting Room Rental, Per Hour, 2 hour minimum		\$55	\$66
3. Conference Room Rental, Per Hour, 2 hour minimum		\$35	\$42
4. Activity Room Rental, Per Hour, 2 hour minimum		\$75	\$90
5. Arts & Crafts Room Rental, Per Hour, 2 hour minimum		\$35	\$42
<i>* Deposits are refundable if the facility is left clean and damage-free.</i>			

LICK CREEK NATURE CENTER		FY 2019-2020	
		Resident Rate	Non Resident Rate
Facility Rentals			
1. Deposit - all rooms*			\$200
2. Meeting Room Rental, Per Hour, 2 hour minimum		\$100	\$120
3. Outdoor Classroom, Per Hour, 2 hour minimum		\$35	\$42
4. Amphitheater, Per Hour, 2 hour minimum		\$25	\$30

CHAPTER 34: STREETS, SIDEWALKS AND OTHER PUBLIC PLACES**1. Article I. In General****a. Sec. 34-2(c). Encroachments upon easements.**

- i.** Application fee. An application for a license to encroach shall be accompanied by a non-refundable filing fee as established by City Council resolution in Section 2-117. - **\$810.00**

b. Sec. 34-4(b). Guidelines for consideration of requests for directional signs in public rights-of-way.

- i.** Any application shall be processed for a fee of **\$25.00** and shall be filed within the Office of the City Manager. The City Manager shall review the application based upon the criteria in Subsection (a) of this section. In the event the City Manager denies the application, the applicant may appeal the decision to the City Council. Upon receipt of written notice of an appeal from the applicant, the City Secretary shall place the application on the next available Council agenda.

2. Article II. Street, Sidewalk, Right-Of-Way and Driveway Construction and Repair**a. Sec. 34-36(b). Driveways.**

- i.** The driveway permit fee is established in Section 2-117, which shall be of an amount to cover the cost of licensing and maintaining records.

3. Article III. Right-of-Way Use**Division 2. Permit****a. Sec. 34-100. Fee.**

- i.** The applicant or permit holder shall pay a fee established in Section 2-117 for the right-of-way improvements permit that shall be the same as that charged in Chapter 14, Section of the City of College Station Code of Ordinances as amended from time to time. - **\$380.00**

b. Sec. 34-102(14). Conditions.

- i.** If irrigation and/or electrical lines are to be extended across a paved roadway, the applicant must pay a one-time fee in the amount of **\$35.00** per square yard of extension area. The extension area is equivalent to three times the yard length to be installed under the roadway. The fee will be waived if the applicant installs sleeves under the pavement and places the irrigation and/or electrical in the sleeves.

4. Article IV. Utility Right-of-Way Use
Division 2. Registration and Construction Permits
Subdivision II. Construction Permits

a. Sec. 34-190(b). Generally.

- i.** The registration fee of **\$50.00** will apply to those right-of-way users who do not pay annual blanket right-of-way fees.
- ii.** The construction permit fee of **\$850.00** will apply to those right-of-way users who do not pay annual blanket right-of-way fees.

5. Article V. Parades and Motorcades
Division 2. Permit

a. Sec. 34-248. Fee.

- i.** Upon submission of an application, an application fee shall be paid. The application fee shall be set by the City Council by resolution from time-to-time as the Council deems necessary established in Section 2-117. This application fee will not apply to applicants conducting lawful expressions of opinion protected under the First Amendment of the United States Constitution. - **\$107.00**

CHAPTER 38: TRAFFIC AND VEHICLES

1. Article II. Stopping, Standing and Parking

Division 3. Northgate Area

a. **Sec. 38-106. Northgate Promenade Parking Lot fee schedule.**

- i. The City Manager or designee may adjust the parking fee up to or below the amounts set below. The following fees established in Section 2-117 shall be charged for the use of a parking space in the Northgate Promenade Parking Lot, located at 310 Church Street.

1. Per hour fee up to **\$3.50** per hour.
2. Special event fee up to **\$25.00** per day.
3. Game day fee up to **\$25.00** per day.

b. **Sec. 38-107. Northgate Parking Garage fee schedule.**

- i. The City Manager or designee may adjust the parking fee up to or below the amounts established. The following fees established in Section 2-117 shall be charged for the use of a parking space in the Northgate Parking Garage, located at 309 College Main.

1. Per hour fee up to **\$3.00** per hour.
2. Lost ticket fee up to **\$25.00** per day.
3. Special event fee up to **\$25.00** per day.
4. Game day fee up to **\$25.00** per day.

- ii. License agreements. The City Manager or designee may enter into license agreements for the use of parking spaces in the Northgate College Main Parking Garage and may charge the following fees established in Section 2-117.

1. Twenty-four-hour—Seven days a week licenses (24/7). Up to **\$2,000.00** annually, or up to **\$700.00** per semester or up to **\$200.00** per month.
2. Daytime licenses. Up to **\$1,500.00** annually or up to **\$500.00** per semester or up to **\$200.00** per month.
3. Charge a non-refundable administrative fee up to **\$50.00** upon execution of a license agreement to park in the garage.
4. Nighttime licenses. Up to **\$1,500.00** annually or up to **\$500.00** per semester or up to **\$200.00** per month

c. **Sec. 38-108. Northgate on-street parking fee schedule.**

- i. The City Manager or designee may adjust the parking fee up to or below the amounts set below established. The following fees established in Section 2-117 shall be charged for the use of an on-street parking space provided by the City and adjacent to a parking meter anywhere in the Northgate Area, generally located between South College on the East, Wellborn Road on the West, University Drive on the South and the City limit on the North.

1. Per hour fee up to **\$3.50** per hour.
2. Special event fee up to **\$25.00** per day.
3. Game day fee up to **\$25.00** per day.

CHAPTER 40: UTILITIES

1. Article I. In General

- a. Sec. 40-3(c). Creation of municipal utility districts.
 - i. Reimbursement for expenses.
 - 1. Petition to create district. Within 6 months after consent to the creation of a district is given by the City, or within 3 months after the district is created by the Texas Commission on Environmental Quality or its successor agency, whichever is later, the owner or the developer of the land within the district must pay the fee established pursuant to Section 2-117 to reimburse the City for expenses relating to processing the petition to create the district. - **\$30,260.00**
 - 2. Petition to annex or acquire land. To partially reimburse the City for expenses related to a district's annexation or acquisition of land, the owner or developer of land within the district that has not paid the Council-approved fee to process the petition to create the district must make a one-time payment in the amount established pursuant to Section 2-117 within six months after receiving the City's consent to annex or after the district acquires land that is not contiguous to the district's boundaries; or contiguous to the district's boundaries and greater than 5 acres. - **\$30,260.00**
 - 3. Infrastructure plan review and inspection fee. The infrastructure plan review and inspection fee means the fee established pursuant to Section 2-117 to reimburse the City for engineering and planning fees and expenses related to the City's review of plans and specification of the district's facilities; and inspection of the district's facilities. - **1.5% of infrastructure cost (\$600.00 minimum)**

b. Sec. 40-4. Roadway Maintenance Fee.**LAND USE/VEHICLE-MILE-EQUIVALENCY TABLE**

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev- Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
PORT AND TERMINAL	030	Truck Terminal	Acre	26.20	6.55			6.55	4.00
INDUSTRIAL	110	General Light Industrial	1,000 SF GFA	3.88	0.97			0.97	4.00
INDUSTRIAL	120	General Heavy Industrial	1,000 SF GFA	2.72	0.68			0.68	4.00
INDUSTRIAL	130	Industrial Park	1,000 SF GFA	3.40	0.85			0.85	4.00
INDUSTRIAL	150	Warehousing	1,000 SF GFA	1.28	0.32			0.32	4.00
INDUSTRIAL	151	Mini- Warehouse	1,000 SF GFA	1.04	0.26			0.26	4.00
RESIDENTIAL	210	Single-Family Detached Housing	Dwelling Unit	4.00	1.00			1.00	4.00
RESIDENTIAL	220	Apartment/M ulti-family	Dwelling Unit	2.48	0.62			0.62	4.00
RESIDENTIAL	230	Residential Condominium /Townhome	Dwelling Unit	2.08	0.52			0.52	4.00
RESIDENTIAL	240	Mobile Home Park / Manufactured Housing	Dwelling Unit	2.36	0.59			0.59	4.00
RESIDENTIAL	251	Senior Adult Housing- Detached	Dwelling Unit	1.08	0.27			0.27	4.00
RESIDENTIAL	252	Senior Adult Housing- Attached	Dwelling Unit	1.00	0.25			0.25	4.00
RESIDENTIAL	254	Assisted Living	Beds	0.88	0.22			0.22	4.00
LODGING	310	Hotel	Room	1.20	0.60			0.60	2.00
LODGING	320	Motel / Other Lodging Facilities	Room	0.94	0.47			0.47	2.00
RECREATIONAL	432	Golf Driving Range	Tee	2.50	1.25			1.25	2.00
RECREATIONAL	430	Golf Course	Acre	0.60	0.30			0.30	2.00
RECREATIONAL	495	Recreational Community Center	1,000 SF GFA	5.48	2.74			2.74	2.00
RECREATIONAL	465	Ice Skating Rink	1,000 SF GFA	4.72	2.36			2.36	2.00
RECREATIONAL	431	Miniature Golf Course	Hole	0.66	0.33			0.33	2.00

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev- Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
RECREATIONAL	445	Multiplex Movie Theater	Screens	27.28	13.64			13.64	2.00
RECREATIONAL	491	Racquet / Tennis Club	Court	6.70	3.35			3.35	2.00
INSTITUTIONAL	560	Church	1,000 SF GFA	1.10	0.55			0.55	2.00
INSTITUTIONAL	565	Day Care Center	1,000 SF GFA	13.82	12.34	44%	B	6.91	2.00
INSTITUTIONAL	522	Primary/Midd le School (1- 8)	Students	0.32	0.16			0.16	2.00
INSTITUTIONAL	530	High School	Students	0.26	0.13			0.13	2.00
INSTITUTIONAL	540	Junior / Community College	Students	0.24	0.12			0.12	2.00
INSTITUTIONAL	550	University / College	Students	0.34	0.17			0.17	2.00
MEDICAL	630	Clinic	1,000 SF GFA	19.53	5.18			5.18	3.77
MEDICAL	610	Hospital	1,000 SF GFA	3.51	0.93			0.93	3.77
MEDICAL	620	Nursing Home	Beds	0.83	0.22			0.22	3.77
MEDICAL	640	Animal Hospital/Vete rinary Clinic	1,000 SF GFA	9.90	4.72	30%	B	3.30	3.00
OFFICE	714	Corporate Headquarters Building	1,000 SF GFA	5.64	1.41			1.41	4.00
OFFICE	710	General Office Building	1,000 SF GFA	5.96	1.49			1.49	4.00
OFFICE	720	Medical- Dental Office Building	1,000 SF GFA	13.46	3.57			3.57	3.77
OFFICE	715	Single Tenant Office Building	1,000 SF GFA	6.96	1.74			1.74	4.00
OFFICE	750	Office Park	1,000 SF GFA	5.92	1.48			1.48	4.00
COMMERCIAL: Automobile Related	942	Automobile Care Center	1,000 SF Occ. GLA	3.74	3.11	40%	B	1.87	2.00
COMMERCIAL: Automobile Related	843	Automobile Parts Sales	1,000 SF GFA	6.82	5.98	43%	A	3.41	2.00
COMMERCIAL: Automobile Related	944	Gasoline/Serv ice Station	Vehicle Fueling Position	4.82	13.87	42%	A	8.04	0.60
COMMERCIAL: Automobile Related	945	Gasoline/Serv ice Station w/ Conv Market	Vehicle Fueling Position	3.56	13.51	56%	B	5.94	0.60

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev- Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
COMMERCIAL: Automobile Related	946	Gasoline/Serv ice Station w/ Conv Market and Car Wash	Vehicle Fueling Position	3.66	13.86	56%	A	6.10	0.60
COMMERCIAL: Automobile Related	841	New Car Sales	1,000 SF GFA	4.20	2.62	20%	B	2.10	2.00
COMMERCIAL: Automobile Related	941	Quick Lubrication Vehicle Shop	Servicing Positions	6.22	5.19	40%	B	3.11	2.00
COMMERCIAL: Automobile Related	947	Self-Service Car Wash	Stall	1.99	5.54	40%	B	3.32	0.60
COMMERCIAL: Automobile Related	948	Automated Car Wash	Stall	5.08	14.12	40%	B	8.47	0.60
COMMERCIAL: Automobile Related	848	Tire Store	1,000 SF GFA	5.98	4.15	28%	A	2.99	2.00
COMMERCIAL: Dining	934	Fast Food Restaurant with Drive- Thru Window	1,000 SF GFA	32.66	32.65	50%	A	16.33	2.00
COMMERCIAL: Dining	933	Fast Food Restaurant without Drive-Thru Window	1,000 SF GFA	26.16	26.15	50%	B	13.08	2.00
COMMERCIAL: Dining	932	High Turnover (Sit- Down) Restaurant	1,000 SF GFA	11.22	9.85	43%	A	5.61	2.00
COMMERCIAL: Dining	931	Quality Restaurant	1,000 SF GFA	8.38	7.49	44%	A	4.19	2.00
COMMERCIAL: Dining	937	Coffee/Donut Shop with Drive-Thru Window	1,000 SF GFA	25.68	42.80	70%	A	12.84	2.00
COMMERCIAL: Other Retail	815	Free-Standing Discount Store	1,000 SF GFA	6.98	4.98	30%	C	3.49	2.00
COMMERCIAL: Other Retail	817	Nursery (Garden Center)	1,000 SF GFA	9.72	6.94	30%	B	4.86	2.00
COMMERCIAL: Other Retail	862	Home Improvement Superstore	1,000 SF GFA	2.42	2.33	48%	A	1.21	2.00
COMMERCIAL: Other Retail	880	Pharmacy/Dr ugstore w/o Drive-Thru Window	1,000 SF GFA	7.90	8.40	53%	A	3.95	2.00
COMMERCIAL: Other Retail	881	Pharmacy/Dr ugstore w/ Drive-Thru Window	1,000 SF GFA	10.10	9.91	49%	A	5.05	2.00
COMMERCIAL: Other Retail	820	Shopping Center	1,000 SF GLA	4.90	3.71	34%	A	2.45	2.00

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev-Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
COMMERCIAL: Other Retail	850	Supermarket	1,000 SF GFA	12.14	9.48	36%	A	6.07	2.00
COMMERCIAL: Other Retail	864	Toy/Children's Superstore	1,000 SF GFA	6.98	4.99	30%	B	3.49	2.00
COMMERCIAL: Other Retail	875	Department Store	1,000 SF GFA	2.62	1.87	30%	B	1.31	2.00
COMMERCIAL: Other Retail	896	Video Rental Store	1,000 SF GFA	13.60	13.60	50%	B	6.80	2.00
SERVICES	911	Walk-In Bank	1,000 SF GFA	12.38	12.13	40%	B	7.28	1.70
SERVICES	912	Drive-In Bank	Drive-in Lanes	29.95	33.24	47%	A	17.62	1.70
SERVICES	918	Hair Salon	1,000 SF GLA	1.73	1.45	30%	B	1.02	1.70

ROADWAY MAINTENANCE FEE SCHEDULE

The roadway maintenance fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics.

Vehicle Miles Traveled		Monthly Charge
Nonresidential		
Tier I	0 - 23.99	\$18.20
Tier II	24.00 - 43.99	\$40.80
Tier III	43.99 - 90.99	\$78.80
Tier IV	91.00 - 223.99	\$160.80
Tier V	224.00+	\$263.80
Residential		
Single Family	Flat Fee/Dwelling Unit	\$8.20
Multi-Family	Flat Fee/Dwelling Unit	\$6.40

c. Sec. 40-11. Payment of bills.

- i. Payments must be received at the Utility Customer Service Office on or before the due date to avoid late charges. Payments received after the due date will be assessed a penalty equaling ten percent of the current monthly charges with a minimum charge of **\$3.00**.

d. Sec. 40-12. Returned check fee.

- i. A fee of **\$25.00** will be charged for each returned check used to pay any amount on a utility account. This fee is in addition to other fees owed to the City for utility services.
- ii. Credit Card Charge Back Fee - **\$25.00**

e. Sec. 40-13(b). Disconnection and reconnections.

- i. A **\$25.00** delinquent fee will be charged on each residential account.
- ii. A **\$150.00** delinquent fee will be charged on each commercial account.

f. Sec. 40-15. Account creation or Reactivation fee.

- i. All customers creating a utility account or opening additional account numbers shall pay a fee for creating a utility account, regardless the number of services provided by the City. Account creation fee: **\$30.00**.

2. Article II. Water and Sewer Service**Division 2. Rates, Usage Charges and Fees****a. Sec. 40-63. Reserved for future use.****b. Sec. 40-64. Rates for water service.**

- i. All retail customers using water shall have a monthly service charge based on the water meter size and a monthly usage charge as follows:
- ii. Service charge: established in Section 2-117.

Meter Size	Service Charge
1. ¾ inch	\$12.40 per month
2. 1 inch	\$15.60 per month
3. 1.5 inch	\$23.20 per month
4. 2 inch	\$36.65 per month
5. 3 inch	\$115.60 per month
6. 4 inch	\$171.75 per month
7. 6 inch	\$209.10 per month
8. 8 inch	\$209.10 per month

- iii. Residential usage charge: Defined to be a domestic meter or irrigation meter serving a residence with one or two living units:

- 1. **\$2.75** per 1,000 gallons for usage from 0—10,000 gallons
- 2. **\$3.60** per 1,000 gallons for usage from 11,000—15,000 gallons
- 3. **\$4.40** per 1,000 gallons for usage from 16,000—20,000 gallons
- 4. **\$5.20** per 1,000 gallons for usage from 21,000—25,000 gallons
- 5. **\$6.05** per 1,000 gallons for usage of 26,000 gallons and more

- iv. Commercial usage charge: Defined to be a meter serving three or more living units or any commercial location, providing water for domestic usage:

- 1. **\$3.05** per 1,000 gallons

- v. Commercial irrigation usage charge: Defined to be a meter serving a commercial customer dedicated for non-domestic usage:

- 1. **\$3.25** per 1,000 gallons

- vi. Residential and Commercial customers in Brazos County Municipal Utility District #1: All rates as above, with an added 50% surcharge

- 1. Residential Rates-

- a. \$4.15— first 0-10 mgw
- b. \$5.40 – next 11-15mgw
- c. \$6.60 – next 16-20 mgw

- d. \$7.85 – next 21-25 mgw
- e. \$9.10 – all over 26+ mgw

2. Commercial Rates

- a. \$4.55 – per mgw
- b. \$18.65 – monthly service charge ¾ or 5/8”
- c. \$23.40 – monthly service charge 1”
- d. \$34.80 – monthly service charge 1.5”
- e. \$54.95 – monthly service charge 2”
- f. \$173.45 – monthly service charge 3”
- g. \$257.65 – monthly service charge 4”
- h. \$313.65 – monthly service charge 6”

c. **Sec. 40-65. Rates for sewerage service.**

- i. For customers using sewerage service for household purposes, where City water service is provided with a meter for each residential unit, the monthly charges shall be as follows:
 - 1. Service charge: \$21.29 for first 4,000 gallons of water metered.
 - 2. Usage charge: \$4.26 per 1,000 gallons of water usage for the next 5,000 gallons of water metered.
 - 3. Maximum billing: \$46.87 cap for metered water is 10,000 gallons.
- ii. For customers using sewerage service for household purposes, multifamily residences with kitchen facilities in each residential unit where water service is provided without a meter for each residential unit shall pay a monthly charge per household unit as **\$27.09**.
- iii. For customers using sewerage service for household purposes, multifamily residences with more than 50 units without kitchen facilities in each unit shall pay a monthly charge per household unit of **\$16.91**.
- iv. For customers using sewerage service for household purposes, multifamily residences having 50 residential units or less without kitchen facilities in each residential unit, where water service is provided without a meter for each residential unit such as, but not limited to, fraternity houses, sorority houses, boarding houses and privately owned student dorms, the monthly charges shall be as follows:
 - 1. Service charge as **\$18.27** per month.
 - 2. Usage charge as **\$4.26** per 1,000 gallons of water usage.
- v. For customers using sewerage service for commercial, industrial, or institutional business establishments, the monthly charges shall be as follows:
 - 1. Service charge as **\$18.27** per month.
 - 2. Usage charge as **\$5.07** per 1,000 gallons of water usage.
- vi. For customers outside the City water service area (where City water meters do not exist), using City sewerage service for commercial, industrial, or institutional business establishments the customer will be charged a monthly rate, based on average rounded water use for the previous 12 months, the monthly charges shall be as follows:
 - 1. Service charge as **\$18.27** per month.

2. Usage charge as **\$5.07** per 1,000 gallons of water usage, based on average monthly water use for the previous 12 months.
 - vii. For customers outside the City water service area (where City water meters do not exist), using City sewerage service for household purposes, the customer will be charged the monthly rate as set out in section 2-1 for 10,000 gallons per month, unless the customer establishes, as determined by the City Manager, that the average rounded water usage is less than 9,001 gallons per month in which case the customer will be charged the following amount:
 1. 0—5,000 gallons per month **\$21.29**
 2. 5,001—7,000 gallons per month **\$29.81**
 3. 7,001—9,000 gallons per month **\$38.34**
 4. 9,001—10,000 > gallons per month **\$46.87**
 - viii. For customers where sewerage service is provided through a satellite wastewater treatment plant not connected to the City's main sewer collection and treatment system (typically outside the corporate limits of the City) the monthly charge per residential unit is as **\$51.50**.
 - ix. All customers receiving sewer service under contract where the sewer rates are not addressed in the contract shall pay **1.15 times** the amounts set forth above.
 - x. Residential and Commercial customers in Brazos County Municipal Utility District #1: All rates as above, with an added 50% surcharge.
- d. Sec. 40-66. Water and sewer service connection fees, and sewer inspection fees.**
- i. Fee for water service connection. The City will charge a service charge to all customers connecting to the water system within or outside the corporate limits of the City. The service charge will be based on water meter size.
 1. The water service connection fee shall apply to all connections to the water system, including meter set-ins. The service charge for water connection is:

<u>Meter Size</u>	<u>Charge</u>
a. ¾ inch	\$643.42
b. 1 inch	\$783.34
c. 1 ½ inch	\$2,121.06
d. 2 inch	\$3,138.66
 2. For three-inch and larger water meters, a **\$100.00** service charge will be assessed and includes only an inspection fee. Meters of this size must be purchased by the developer that meet current City specifications. The developer is responsible for contracting a licensed/bonded contractor, acquiring applicable permits to install the service connection in accordance with City specifications, and is to be inspected by the City before meter is placed into service.
 - ii. Fee for sewer service connection. All customers connecting to the sewerage system within or outside the corporate limits of the City will have a service charge based on sewer connection size.

<u>Sewer Connection Size</u>	<u>Charge</u>
a. 4 inch / RESIDENTIAL	\$350.00
b. 6 inch / NONRESIDENTIAL	\$100.00

e. Sec. 40-67. Fire flow testing.

- i. For customers requesting a fire flow test on the existing City water system, an additional charge established in Section 2-117 will be assessed as described herein.
 - 1. Fire Flow Test Fee: **\$100.00** per tested hydrant.

Division 6. Cross-Connection Control and Backflow Prevention

f. Sec. 40-244. Cross-connection control program fees.

- i. Backflow prevention assembly registration fee. There is a non-refundable registration fee for each nonresidential backflow prevention assembly device of **\$25.00** per each separate device.
- ii. Certified backflow prevention device tester registration fee. Annual registration fee for approved testers shall be a non-refundable fee of **\$50.00**.
- iii. Testing form booklet fee. The fee for a testing form booklet of 30 test forms shall be **\$25.00** each. Other forms may be used with prior approval from the City.
- iv. Deposit fee for fire hydrant water meter with backflow prevention device. There shall be a refundable deposit fee for fire hydrant meters with backflow prevention devices of **\$1,000.00**. This fee shall be refunded when the meter/device is returned in good working order.
- v. Fire Hydrant Meter Connection Fee - **\$400.00**

3. Article III. Electric System

Division 2. Rate Schedules

a. Sec. 40-315. Electric Rate Schedule R (residential customers).

- Rate:
 - Service charge, **\$7.00** per month; plus:
 - Energy charge, **\$0.1169** per kWh for all kWh, except **\$0.1123** per kWh for all kWh in the billing months of November through April.
 - Transmission Delivery Adjustment - **\$.005** per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 - 10% participation: **\$0.1174** per kWh for all kWh, except **\$0.1128** per kWh for all kWh in the billing months of November through April.
 - 50% participation: **\$0.1194** per kWh for all kWh, except **\$0.1148** per kWh for all kWh in the billing months of November through April.
 - 100% participation: **\$0.1219** per kWh for all kWh, except **\$0.1173** per kWh for all kWh in the billing months of November through April.

b. Sec. 40-316. Electric Rate Schedule R-1 (master metered residential units).

- Rate:
 - Service charge, **\$100** per month; plus:
 - **\$0.1169** per kWh for all kWh, except, **0.1123** per kWh for all kWh in the billing months of November through April.
 - Transmission Delivery Adjustment - **\$.005** per kWh

- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 - 10% participation: **\$0.1174** per kWh for all kWh, except **\$0.1128** per kWh for all kWh in the billing months of November through April.
 - 50% participation: **\$0.1194** per kWh for all kWh, except **\$0.1148** per kWh for all kWh in the billing months of November through April.
 - 100% participation: **\$0.1219** per kWh for all kWh, except **\$0.1173** per kWh for all kWh in the billing months of November through April.
- c. **Sec. 40-317. Electric Rate Schedule SC (small commercial customers).**
 - Rate:
 1. Service charge. **\$9.00** per month; plus
 2. Energy charge. First 1,000 kWh **\$0.1344** per kWh, **\$0.1028** per kWh for all kWh over 1000.
 3. Transmission Delivery Adjustment - **\$.005** per kWh
 - Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: First 1,000 kWh **\$0.1349**, **\$0.1033** all additional kWh
 2. 50% participation: First 1,000 kWh **\$0.1369**, **\$0.1053** all additional kWh
 3. 100% participation: First 1,000 kWh **\$0.1394**, **\$0.1078** all additional kWh
- d. **Sec. 40-318. Electric Rate Schedule LP-1 (medium commercial customers).**
 - i. Rate:
 1. Service charge. **\$25.00** per month; plus
 2. Demand charge. **\$10.40** per kW of monthly billing demand; plus
 3. Energy charge. **\$0.0729** per kWh for all kWh.
 4. Transmission Delivery Adjustment - **\$.005** per kWh
 - ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
 1. **\$181.00** - per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - iii. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: **\$0.0734/kWh**
 2. 50% participation: **\$0.0754/kWh**
 3. 100% participation: **\$0.0779/kWh**
- e. **Sec. 40-319. Electric Rate Schedule LP-2 (large commercial).**
 - i. Rate:
 1. Service charge: **\$75.00** per month; plus

2. Demand charge: **\$10.40** per kW of monthly billing demand; plus
 3. Energy Charge: **\$0.0703** per kWh for all kWh
 - ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
 1. **\$3,195.00** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - iii. The applicable rate schedule demand charges shall be replaced by the following on-peak/off-peak rates:
 1. On-peak demand charge: **\$6.65**; plus
 2. Off-peak demand charge: **\$3.75**.
 - iv. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10%: **\$0.0708/kWh**
 2. 50%: **\$0.0728/kWh**
 3. 100%: **\$0.0753/kWh**
- f. **Sec. 40-320. Electric rate Schedule LP-3 (industrial and institutional).**
 - i. Rate:
 1. Service charge: **\$250.00** per month; plus
 2. Demand charge: **\$9.85** per kW of monthly billing demand; plus
 3. Energy charge: **\$0.0682** per kWh for all kWh.
 - ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest of the following charges:
 1. **\$15,034.85** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - iii. The applicable rate schedule demand charges shall be replaced by the on-peak/off-peak rates established in Section 2-117.
 1. On-Peak Demand Charge: **\$6.65**, plus
 2. Off-Peak Demand Charge: **\$3.75**
 - iv. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: **\$0.0687/kWh**
 2. 50% participation: **\$0.0707/kWh**
 3. 100% participation: **\$0.0732/kWh**

g. Sec. 40-321. Electric Rate Schedule SL (security lights).

- i.** The rates per month per light are established in Section 2-117.
 - 1.** 100 Watt (or equivalent) **\$11.25**
 - 2.** 200 Watt (or equivalent) **\$16.50**
 - 3.** 400 Watt (or equivalent) **\$33.00**

h. Sec. 40-323. Electric Rate Schedule PQF.

i. Rate. The City will pay the QF producer for all power purchased at the following rates:

- 1.** Capacity. No payment shall be made, except by separate firm power contract between the producer and the City.
- 2.** Energy. The metered output from the producer will be purchased at a rate equal to the City's total energy and transmission delivery cost divided by the total kilowatt-hours purchased, as calculated from the most recent wholesale power bill. In the event that the producer exercises the option to sell power to the City, there will be assessed, in addition to the minimum monthly bill requirements under the applicable service rate schedule, a customer service charge of **\$15.00** per month to cover costs realized for metering, billing, maintenance, administrative, and other expenses necessary to maintain service to the QF.

i. Sec. 40-325. Electric Rate Schedule SRE.

- i. Rate.** In a billing month after the retail customer receives approval to interconnect their on-site generating system to the City's electric distribution system, the customer will be billed:
 - 1.** Based upon their current electric service rate for the kilowatt-hours used from the City's electric distribution system. The excess kilowatt-hours that are passed back to the system from their on-site generation will be purchased at a rate equal to the average base wholesale kilowatt-hour energy cost for power paid by the City. This average base wholesale kilowatt-hour energy cost will be calculated based upon the past years average wholesale cost and will be updated once a year (in October) to update this value.
 - 2.** The calculated amount for the excess kilowatt-hours passed back to the system will be credited to the current balance of the retail customer's utility account. If a credit exists at any time on the account, the customer may request in writing a refund for the credit amount. If the customer closes the account with a credit remainder in their account, they will be refunded this amount.

4. Article IV. Solid Waste Collection and Disposal

Division 2. Waste Collection Generally

The solid waste collection and disposal fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics.

a. Sec. 40-389. Residential collection generally.

- i.** Any customer generating more waste than one container will hold may request an additional container and shall pay an additional fee as established in Section 2-117. - **\$11.60**

b. Sec. 40-391. Commercial collection.

- i.** If a container is unserviceable, such as being blocked or containing prohibited items, the City truck shall return to empty the container only after the container is clear from other vehicles and/or prohibited items are removed from the container for a fee as established in Section 2-117. - **\$10.40**

c. Sec. 40-395. Unprepared solid waste.

- i.** The City's Sanitation Division shall cause the clean-up of the improperly or unprepared waste, litter or debris that constitutes a health or nuisance to the community. The fee established in Section 2-117 or the actual cost of cleanup, whichever is greater, shall be paid by the responsible party. - **\$68.20**

d. Sec. 40-399. Small animals.

- i.** Upon notice, the City will remove and dispose of small dead animals, including, but not limited to, dogs, cats, chickens, ducks and geese, either from private property or public rights-of-way, excluding animal clinics. - **\$20.70**
- ii.** Customers requesting removal from private property shall place the animal in a plastic bag and place the bag curbside before notification of pick up. Removal and disposal of small dead animals from private animal clinics shall be for a fee as established in Section 2-117. - **\$20.70**

Division 4. Rates and Charges

e. Sec. 40-495. Generally.

- i.** Solid waste collection rates are applied based on both the method and number of services provided. Except as otherwise provided in this division, the charges for solid waste collection and disposal shall be assessed according to the following schedule:

\$16.50	Each single family detached residential unit or residential units in a building with less than a total of four attached residential units in a complex where each residential unit has been assigned a seventy (70) gallon automated solid waste container and provided with garbage, rubbish, brush and recycling collection once weekly.
----------------	--

\$11.60	Additional monthly fee for each residential unit that has been assigned more than one seventy (70) gallon automated solid waste container. This rate shall be assessed for each additional container utilized.
\$16.50	Each residential unit in a building with less than a total of four attached residential units in a complex that has been assigned a shared three hundred (300) gallon or larger automated solid waste collection container, that has not been identified as a multifamily apartment complex by the City, and provided with twice per week garbage collection, once per week curbside recycling collection and once per week rubbish/brush collection.
\$7.70	Each residential unit in a building with a total of four or more attached residential units in a complex that has been identified as a multifamily apartment complex by the City, and is assigned a large solid waste container shared by multiple residential units for garbage collection only. Service will be provided twice weekly. Fraternities, Sororities, Privately owned Student Dorms, and customers within a residential and mixed use location shall not be assessed this rate, and will be charged according to the variable commercial collection rates listed in paragraph (2) below.
\$15.40	Minimum monthly charge for small businesses that jointly use a commercial-type refuse container without causing a health, sanitation or litter problem.

f. Sec. 40-496. Commercial collection rates.

- i.** The monthly per container garbage collection and disposal charge for commercial locations shall be based on container size, number of containers utilized and frequency of collection per week.

Container Size	Frequency of Collection	Monthly Rate
Ninety gallon automated	1	\$18.60
	2	\$38.20
	3	\$56.80
	4	\$74.40
	5	\$93.00
	6	\$109.50
300/400 gallon automated or two cubic yard non compactor	1	\$136.40
	2	\$179.70
	3	\$219.00
	4	\$258.30
	5	\$299.60
	6	\$347.10
Four cubic yard non compactor	1	\$171.50
	2	\$227.30
	3	\$279.90
	4	\$339.90

	5	\$398.70
	6	\$450.40
Eight cubic yard non compactor	1	\$210.70
	2	\$292.30
	3	\$373.90
	4	\$453.50
	5	\$536.10
	6	\$614.60
Two cubic yard compactor	1	\$142.60
	2	\$283.00
	3	\$425.60
	4	\$567.10
	5	\$706.60
	6	\$849.10
Four cubic yard compactor	1	\$190.10
	2	\$382.20
	3	\$572.30
	4	\$763.40
	5	\$955.50
	6	\$1146.60
Six cubic yard compactor	1	\$256.20
	2	\$515.50
	3	\$772.70
	4	\$1029.90
	5	\$1286.10
	6	\$1543.30

Sec. 40-497. Additional charges.

- ii. The following Additional charges established in Section 2-117 will be assessed and collected upon the performance of the following described service or the occurrence of the described use or condition:
 1. Per cycle fee for usage of the Northgate Promenade Commercial Compactor. The minimum monthly charge as described in Section 40-495 for small businesses that jointly use a commercial-type refuse container will apply until usage exceeds five cycles per calendar month. - **\$17.80-** plus **\$3.70** per access after six or more times to access
 2. Daily rental fee for the use of any City-owned, 20 cubic yard roll-off container. - **\$3.90**
 3. Daily rental fee for the use of any City-owned, 30 cubic yard roll-off container. - **\$4.20**
 4. Daily rental fee for the use of any City-owned, 40 cubic yard roll-off container. - **\$4.40**
 5. Per carcass fee for 1 to 19 animal carcasses collected from a commercial veterinarian, plus a flat rate service charge of **\$20.70**. The flat rate service charge is waived for 20 or more animal carcasses collected at one time.

6. Additional fee for collection service requested by customer in addition to the scheduled service on a 90-gallon container. - **\$13.60**
7. Additional fee for any location (other than residential) where the container was blocked and the collection vehicle must return to provide service. - **\$20.50**
8. Additional fee for collection service requested by customer in addition to the scheduled service on a 300-gallon or 400-gallon container. - **\$26.90**
9. Additional fee for delivery and set-up on any City-owned, roll-off container. - **\$39.20**
10. Additional fee for collection service requested by customer in addition to the scheduled service on a two cubic yard container. - **\$26.90**
11. Additional fee for collection service requested by customer in addition to the scheduled service on a two cubic yard compactor. - **\$34.10**
12. Additional fee for collection service requested by customer in addition to the scheduled service on a four cubic yard container. - **\$41.30**
13. Additional fee for collection service requested by customer in addition to the scheduled service on a four cubic yard compactor. - **\$47.80**
14. Additional fee for collection service requested by customer in addition to the scheduled service on an eight-cubic yard container. - **\$54.70**
15. Additional fee for collection service requested by customer in addition to the scheduled service on a six cubic yard compactor. - **\$62.00**
16. Unprepared solid waste minimum charge. - **\$68.20**
17. All roll-off container service per load plus current per-ton landfill charge. - **\$181.80**

5. Article V. Drainage Utility

The drainage utility fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics.

a. Sec. 40-524. Rates.

- i. All charges shall be made in accordance with the classification of properties by the following categories:
 1. Residential service shall be charged on the basis of a set fee per residential unit.
 - a. Each single-family detached residential unit and each duplex residential unit: **\$6.00** per month.
 - b. Each residential unit with two or more attached residential units and all residential units in a complex identified as a multifamily apartment complex: **\$2.70** per month.
 2. All other lots, tracts and parcels of land within the City shall be considered and charged on the basis of commercial use in accordance with the schedule of drainage charges established in Section 2-117 which are hereby levied against all such remaining lots, tract or parcels of land within the City unless covered by exemptions listed herein. Commercial service shall be calculated on the basis of building square footage. **\$2.80/1,000** sq. ft. per month.

CHAPTER 103: BUILDINGS AND BUILDING REGULATIONS

1. Article V. Single-Family and Duplex Unit Rental Registration

a. Sec. 103-242(d). Registration required.

- i.** A fee established of **\$15.00** shall be assessed per building at the time of any required registration. .

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2, “ADMINISTRATION,” ARTICLE V, “FINANCE,” DIVISION 2 “FEES, RATES AND CHARGES” SECTION 2-120 OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO FIRE DEPARTMENT FEES, RATES AND CHARGES; 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 2, “Administration,” Article V, “Finance,” Division 2 “Fees, Rates and Charges” Section 2-120** of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance 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) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2019.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That **Chapter 2, “Administration,” Article V, “Finance,” Division 2 “Fees, Rates and Charges” Section 2-120** of the Code of Ordinances of the City of College Station, Texas, is hereby amended and is to read as follows:

Sec. 2-120. - Fire Department services.

Fees for the following services shall be as established in Section 2-117:

- (1) Requests for incident reports prepared by the Fire Department.
- (2) Mileage charges for Fire Department services outside the City limits will be in accordance with the IRS Standard Mileage Rates and may change from time to time.
- (3) Fire Department inspections of day care centers.
- (4) Fire Department inspections of foster homes.
- (5) Fire Department inspections of nursing home facilities.
- (6) Fire Department inspections of health care facilities.
- (7) Automatic hood tests performed by the Fire Department.
- (8) Fire Department inspections of automatic fire alarm systems.
- (9) Fire Department testing of underground fire lines.
- (10) Fuel tank testing performed by the Fire Department.
- (11) Fuel line leak testing performed by the Fire Department.
- (12) Fire sprinkler system testing performed by the Fire Department.
- (13) Fire Department inspections of a hospital.
- (14) Fire Department burn permit fee and costs - ten day commercial burn permit and ten day residential burn permit.
- (15) Fire Department additional charge for afterhours inspections per inspector per hour (after hours is anytime other than Monday—Friday 8:00 a.m.—5:00 p.m.).
- (16) The provision of emergency medical services basic life support (BLS) with transportation.
- (17) The provision of emergency medical services advanced life support (ALS1) with transportation.
- (18) The provision of emergency medical services advanced life support, level 2 (ALS2) with transportation.
- (19) The provision of emergency medical services specialty care transport (SCT) from one medical facility to another medical facility.
- (20) The provision of emergency medical services for non-residents without transportation.
- (21) Administrative fees and reimbursement fees for supplies and medications.
- (22) Emergency and rescue services.
- (23) Emergency Medical Services standby by for events.
- (24) The provision of Emergency Medical Services under Ambulance Supplemental Payment Programs.

Legislation Details (With Text)

File #:	19-0488	Version:	1	Name:	Award of Annual Price Agreement for Electrical Warehouse Inventory
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	9/4/2019	In control:		In control:	City Council Regular
On agenda:	9/26/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action regarding approval of the of the City's annual blanket orders for electric inventory items with estimated annual expenditures of: Techline, Inc. \$658,887.50; KBS Electric \$253,115; Texas Electric Cooperative for \$92,975 and to Anixter, Inc. for \$60,093. The total recommended award is for an amount not to exceed \$1,065,070.50.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	19-087 Annual Price Agreements				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation, discussion, and possible action regarding approval of the of the City's annual blanket orders for electric inventory items with estimated annual expenditures of: Techline, Inc. \$658,887.50; KBS Electric \$253,115; Texas Electric Cooperative for \$92,975 and to Anixter, Inc. for \$60,093. The total recommended award is for an amount not to exceed \$1,065,070.50.

Relationship to Strategic Goals: Financially Sustainable City

Recommendation(s): Staff recommends award of the annual price agreements with Techline, Inc. \$658,887.50; KBS Electric \$253,115; Texas Electric Cooperative for \$92,975 and to Anixter, Inc. for \$60,093. These estimates are contract estimates and within past fiscal year's history for city-wide electrical warehouse needs.

Summary: Staff issued Bid #19-087 in July 2019, for the City's Electric Warehouse Inventory Items. Eleven (11) sealed proposals were received and were reviewed by Electric Staff to ensure the compliance of needed specifications. The award for these Electric Inventory items will be for one year (1) price agreement with an option to renew two (2) additional one (1) year contracts.

Staff recommends award the contracts for these Electrical Warehouse Inventory Items as shown:

1.	Techline, Inc.	\$ 658,887.50
2.	KBS Electrical Dist.	\$ 253,115.00
3.	Texas Electric Cooperative	\$ 92,975.00
4.	Anixter, Inc.	<u>\$ 60,093.00</u>

Grand Total \$1,065,070.50

Upon Council approval, staff will issue blanket orders to be used by all Electric Warehouse throughout the year.

Budget & Financial Summary: Funds are available and budgeted within the Electrical Fund. These electrical inventory items are maintained in the Warehouse as Electrical Inventory and various projects may be expensed as supplies are pulled from inventory and issued to staff.

Reviewed and Approved by Legal: N/A
Attachments: Bid Award#19-087

ITB# 19-087
ANNUAL PRICE AGREEMENT FOR ELECTRIC INVENTORY

				TECHLINE	
Line #	Description	Inventory Number	QTY	Unit	Extended
1	Disconnectable Secondary Transformer Connector, 350 MCM aluminum se	285-008-00007	500	\$11.00	\$5,500.00
2	Disconnectable Secondary Transformer Connector, 500 MCM aluminum se	285-008-00008	300	\$16.85	\$5,055.00
3	Flood-Seal, Multi-port Secondary Connector, 6 port, Range: #12-500. To be	285-008-00012	750	\$24.65	\$18,487.50
4	Deadbreak T -OPII Connector, 600 Amp, with 200 Amp loadbreak reducing	285-022-00036	100		
5	Deadbreak Elbow w/ Integrated 200A Loadbreak Tap Plug, 15/25kV Rated,	285-022-00040	100		
6	Inline Splice, 600 Amp, 15 kV, 95 kV BIL, for use in splicing 500 to 1000 MCM	285-076-00007	150	\$360.00	\$54,000.00
7	Elbow Arrester, 10kV Duty Cycle, 8.4kV MCOV Rating.	285-082-00005	100		
8	"1000MCM Termination Kit w/Mounting Bracket and Shearbolt Lug, outdo	285-082-00010	100	\$302.00	\$30,200.00
9	1/0 to #2 Termination Kit w/Top Seal Insulator, Transition Connector, and I	285-082-00016	150	\$120.00	\$18,000.00
10	Loadbreak Elbow, Jacket Seal Type, 200 Amp, 15 kV, 95 kV BIL, for use in te	285-082-00028	1000	\$26.40	\$26,400.00
11	Protective Cap, 200 Amp, insulated, 15 kV, 95 kV BIL Class.	M285-095-00004	150	\$19.50	\$2,925.00
12	Loadbreak Bushing Insert, 200 amp, 15 kV, 95 kV BIL Class.	285-095-00006	1500	\$19.40	\$29,100.00
13	Underground Fault Circuit Indicator, single-phase, 4 hour reset time, large	285-111-00001	200		
14	Underground Faulted Circuit Indicator, single-phase, secondary reset, remo	285-111-00002	1000	\$126.50	\$126,500.00
15	Pull Tape (Mule Tape), 2500lb Strength, 3000ft Reel	M280-095-00001	50		
16	Riser Pole Arrester 10 KV, MOV Arrester, 10kv 8.4 MCOV, with Crossarm M	285-003-00005	200		
17	Arrester & Bracket for Polemount Transformers, Heavy Duty MOV Arrester	285-003-00007	600		
18	Conduit Standoff Bracket	285-047-00108	500		
19	Bolt Clamp for Metal Banding Strap, Bolt/Clamp, Use with Max. 1-1/4" wid	285-047-00120	500		
20	Pole Setting Foam,	285-065-00019	500		
21	Pole Setting Foam, Grounding	285-065-00019	500		
22	1/0 H-Tap Copper Connector	M285-022-00003	2000	\$1.75	\$3,500.00
23	Transformer Grounding Lug #8 Solid to 2/0 Stranded, Bronze.	M285-022-00026	500	\$2.99	\$1,495.00
24	4/0 to 4/0 Two Bolt Connector, Copper	M285-022-00044	500	\$7.70	\$3,850.00
25	Cut-Out Protector	M285-028-00003	500		
26	Small Hotline Clamp, for Copper Conductor, Bronze Alloy body.	M285-047-00027	500		
27	Pull Box, 36"x60"x48" to be constructed out of polymer concrete and fiber	285-045-00007	15		
28	Pull Box, 48"x96"x48" to be constructed out of polymer concrete and fiber	285-045-00008	20	\$2,475.00	\$49,500.00
29	Pull Box Extension 24" for a 48"x96"x48" pull box to be constructed out of	285-045-00012	12	\$1,055.00	\$12,660.00
30	Secondary Pedestal, Base Dimensions: 31" x 31". To include (3) 6-way 600N	285-045-00009	300	\$230.00	\$69,000.00
31	Transformer Box Pads, Molded Fiberglass, 15" H x 37" W x 43" D. Top Oper	210-017-00001	200		
32	Torsion Assist Cover Please provide price and delivery for Torsion-assist lids	285-045-00013	5	\$4,295.00	\$21,475.00
33	Heavy Duty Dead-end, 8', Fiberglass, w/ Braceless mounting bracket & eye	285-047-00088	100	\$194.00	\$19,400.00
34	"Standard Duty Crossarm, 8', Fiberglass, w/ Braceless mounting bracket	285-047-00093	200	\$85.20	\$17,040.00
35	"Standard Duty Crossarm, 10', Fiberglass, w/ Braceless mounting bracket "	285-047-00094	200	\$100.75	\$20,150.00
36	Heavy Duty Deadend, 10', Fiberglass, w/ Braceless mounting bracket & eye	285-047-00099	50	\$215.00	\$10,750.00
37	LED Cobrahead Light Fixture, Autobahn LED Roadway, LED 50, Bronze	285-056-00015	50	\$173.00	\$8,650.00
38	LED Cobrahead Light Fixture, Autobahn LED Roadway, LED 130, Bronze	285-056-00017	50	\$320.00	\$16,000.00
39	LED Cobrahead Light Fixture, Autobahn LED Roadway, LED 210, Bronze	285-056-00018	50	\$480.00	\$24,000.00
40	ADMO Class Motor Operator - Reciprocating Motion, type BR for distributio	285-079-00014	10	\$6,525.00	\$65,250.00
41	"ADMO Class Motor Operator - Torsional Motion, type BT-D for distributio	285-079-00015	15		
CONTRACT TOTAL					\$658,887.50

ITB# 19-087
ANNUAL PRICE AGREEMENT FOR ELECTRIC INVENTORY

				KBS ELECTRICAL DIST.	
Line #	Description	Inventory Number	QTY	Unit	Extended
1	Disconnectable Secondary Transformer Connector, 350 MCM aluminum se	285-008-00007	500		
2	Disconnectable Secondary Transformer Connector, 500 MCM aluminum se	285-008-00008	300		
3	Flood-Seal, Multi-port Secondary Connector, 6 port, Range: #12-500. To be	285-008-00012	750		
4	Deadbreak T -OPII Connector, 600 Amp, with 200 Amp loadbreak reducing	285-022-00036	100	\$ 345.00	\$ 34,500.00
5	Deadbreak Elbow w/ Integrated 200A Loadbreak Tap Plug, 15/25kV Rated,	285-022-00040	100		
6	Inline Splice, 600 Amp, 15 kV, 95 kV BIL, for use in splicing 500 to 1000 MCM	285-076-00007	150		
7	Elbow Arrester, 10kV Duty Cycle, 8.4kV MCOV Rating.	285-082-00005	100	\$ 55.15	\$ 5,515.00
8	"1000MCM Termination Kit w/Mounting Bracket and Shearbolt Lug, outdo	285-082-00010	100		
9	1/0 to #2 Termination Kit w/Top Seal Insulator, Transition Connector, and M	285-082-00016	150		
10	Loadbreak Elbow, Jacket Seal Type, 200 Amp, 15 kV, 95 kV BIL, for use in te	285-082-00028	1000		
11	Protective Cap, 200 Amp, insulated, 15 kV, 95 kV BIL Class.	M285-095-00004	150		
12	Loadbreak Bushing Insert, 200 amp, 15 kV, 95 kV BIL Class.	285-095-00006	1500		
13	Underground Fault Circuit Indicator, single-phase, 4 hour reset time, large d	285-111-00001	200		
14	Underground Faulted Circuit Indicator, single-phase, secondary reset, remo	285-111-00002	1000		
15	Pull Tape (Mule Tape), 2500lb Strength, 3000ft Reel	M280-095-00001	50	\$ 116.00	\$ 5,800.00
16	Riser Pole Arrester 10 KV, MOV Arrestor, 10kv 8.4 MCOV, with Crossarm M	285-003-00005	200		
17	Arrester & Bracket for Polemount Transformers, Heavy Duty MOV Arrestor	285-003-00007	600		
18	Conduit Standoff Bracket	285-047-00108	500		
19	Bolt Clamp for Metal Banding Strap, Bolt/Clamp, Use with Max. 1-1/4" widt	285-047-00120	500		
20	Pole Setting Foam,	285-065-00019	500	\$ 70.15	\$ 35,075.00
21	Pole Setting Foam, Grounding	285-065-00019	500	\$ 113.00	\$ 56,500.00
22	1/0 H-Tap Copper Connector	M285-022-00003	2000		
23	Transformer Grounding Lug #8 Solid to 2/0 Stranded, Bronze.	M285-022-00026	500		
24	4/0 to 4/0 Two Bolt Connector, Copper	M285-022-00044	500		
25	Cut-Out Protector	M285-028-00003	500		
26	Small Hotline Clamp, for Copper Conductor, Bronze Alloy body.	M285-047-00027	500		
27	Pull Box, 36"x60"x48" to be constructed out of polymer concrete and fiber	285-045-00007	15	\$ 1,065.00	\$ 15,975.00
28	Pull Box, 48"x96"x48" to be constructed out of polymer concrete and fiber	285-045-00008	20		
29	Pull Box Extension 24" for a 48"x96"x48" pull box to be constructed out of	285-045-00012	12		
30	Secondary Pedestal, Base Dimensions: 31" x 31". To include (3) 6-way 600N	285-045-00009	300		
31	Transformer Box Pads, Molded Fiberglass, 15" H x 37" W x 43" D. Top Oper	210-017-00001	200		
32	Torsion Assist Cover Please provide price and delivery for Torsion-assist lids	285-045-00013	5		
33	Heavy Duty Dead-end, 8', Fiberglass, w/ Braceless mounting bracket & eye	285-047-00088	100		
34	"Standard Duty Crossarm, 8', Fiberglass, w/ Braceless mounting bracket	285-047-00093	200		
35	"Standard Duty Crossarm, 10', Fiberglass, w/ Braceless mounting bracket "	285-047-00094	200		
36	Heavy Duty Deadend, 10', Fiberglass, w/ Braceless mounting bracket & eye	285-047-00099	50		
37	LED Cobrahead Light Fixture, Autobahn LED Roadway, LED 50, Bronze	285-056-00015	50		
38	LED Cobrahead Light Fixture, Autobahn LED Roadway, LED 130, Bronze	285-056-00017	50		
39	LED Cobrahead Light Fixture, Autobahn LED Roadway, LED 210, Bronze	285-056-00018	50		
40	ADMO Class Motor Operator - Reciprocating Motion, type BR for distributio	285-079-00014	10		
41	"ADMO Class Motor Operator - Torsional Motion, type BT-D for distributio	285-079-00015	15	\$ 6,650.00	\$ 99,750.00
CONTRACT TOTAL					\$ 253,115.00

ITB# 19-087
ANNUAL PRICE AGREEMENT FOR ELECTRIC INVENTORY

				TEC	
Line #	Description	Inventory Number	QTY	Unit	Extended
1	Disconnectable Secondary Transformer Connector, 350 MCM aluminum se	285-008-00007	500		
2	Disconnectable Secondary Transformer Connector, 500 MCM aluminum se	285-008-00008	300		
3	Flood-Seal, Multi-port Secondary Connector, 6 port, Range: #12-500. To be	285-008-00012	750		
4	Deadbreak T -OPII Connector, 600 Amp, with 200 Amp loadbreak reducing	285-022-00036	100		
5	Deadbreak Elbow w/ Integrated 200A Loadbreak Tap Plug, 15/25kV Rated,	285-022-00040	100	\$ 309.00	\$ 30,900.00
6	Inline Splice, 600 Amp, 15 kV, 95 kV BIL, for use in splicing 500 to 1000 MCM	285-076-00007	150		
7	Elbow Arrester, 10kV Duty Cycle, 8.4kV MCOV Rating.	285-082-00005	100		
8	"1000MCM Termination Kit w/Mounting Bracket and Shearbolt Lug, outdo	285-082-00010	100		
9	1/0 to #2 Termination Kit w/Top Seal Insulator, Transition Connector, and	285-082-00016	150		
10	Loadbreak Elbow, Jacket Seal Type, 200 Amp, 15 kV, 95 kV BIL, for use in te	285-082-00028	1000		
11	Protective Cap, 200 Amp, insulated, 15 kV, 95 kV BIL Class.	M285-095-00004	150		
12	Loadbreak Bushing Insert, 200 amp, 15 kV, 95 kV BIL Class.	285-095-00006	1500		
13	Underground Fault Circuit Indicator, single-phase, 4 hour reset time, large c	285-111-00001	200	\$ 138.00	\$ 27,600.00
14	Underground Faulted Circuit Indicator, single-phase, secondary reset, remo	285-111-00002	1000		
15	Pull Tape (Mule Tape), 2500lb Strength, 3000ft Reel	M280-095-00001	50		
16	Riser Pole Arrester 10 KV, MOV Arrestor, 10kv 8.4 MCOV, with Crossarm M	285-003-00005	200		
17	Arrester & Bracket for Polemount Transformers, Heavy Duty MOV Arrestor	285-003-00007	600		
18	Conduit Standoff Bracket	285-047-00108	500	\$ 28.00	\$ 14,000.00
19	Bolt Clamp for Metal Banding Strap, Bolt/Clamp, Use with Max. 1-1/4" wid	285-047-00120	500	\$ 27.50	\$ 13,750.00
20	Pole Setting Foam,	285-065-00019	500		
21	Pole Setting Foam, Grounding	285-065-00019	500		
22	1/0 H-Tap Copper Connector	M285-022-00003	2000		
23	Transformer Grounding Lug #8 Solid to 2/0 Stranded, Bronze.	M285-022-00026	500		
24	4/0 to 4/0 Two Bolt Connector, Copper	M285-022-00044	500		
25	Cut-Out Protector	M285-028-00003	500	\$ 13.45	\$ 6,725.00
26	Small Hotline Clamp, for Copper Conductor, Bronze Alloy body.	M285-047-00027	500		
27	Pull Box, 36"x60"x48" to be constructed out of polymer concrete and fiber	285-045-00007	15		
28	Pull Box, 48"x96"x48" to be constructed out of polymer concrete and fiber	285-045-00008	20		
29	Pull Box Extension 24" for a 48"x96"x48" pull box to be constructed out of	285-045-00012	12		
30	Secondary Pedestal, Base Dimensions: 31" x 31". To include (3) 6-way 600N	285-045-00009	300		
31	Transformer Box Pads, Molded Fiberglass, 15" H x 37" W x 43" D. Top Oper	210-017-00001	200		
32	Torsion Assist Cover Please provide price and delivery for Torsion-assist lids	285-045-00013	5		
33	Heavy Duty Dead-end, 8', Fiberglass, w/ Braceless mounting bracket & eye	285-047-00088	100		
34	"Standard Duty Crossarm, 8', Fiberglass, w/ Braceless mounting bracket	285-047-00093	200		
35	"Standard Duty Crossarm, 10', Fiberglass, w/ Braceless mounting bracket "	285-047-00094	200		
36	Heavy Duty Deadend, 10', Fiberglass, w/ Braceless mounting bracket & eye	285-047-00099	50		
37	LED Cobrahead Light Fixture, Autobahn LED Roadway, LED 50, Bronze	285-056-00015	50		
38	LED Cobrahead Light Fixture, Autobahn LED Roadway, LED 130, Bronze	285-056-00017	50		
39	LED Cobrahead Light Fixture, Autobahn LED Roadway, LED 210, Bronze	285-056-00018	50		
40	ADMO Class Motor Operator - Reciprocating Motion, type BR for distributio	285-079-00014	10		
41	"ADMO Class Motor Operator - Torsional Motion, type BT-D for distributio	285-079-00015	15		
CONTRACT TOTAL					\$ 92,975.00

ITB# 19-087
ANNUAL PRICE AGREEMENT FOR ELECTRIC INVENTORY

				ANIXTER		GRAND
Line #	Description	Inventory Number	QTY	Unit	Extended	TOTAL OF AWARDS
1	Disconnectable Secondary Transformer Connector, 350 MCM aluminum se	285-008-00007	500			\$ 5,500.00
2	Disconnectable Secondary Transformer Connector, 500 MCM aluminum se	285-008-00008	300			\$ 5,055.00
3	Flood-Seal, Multi-port Secondary Connector, 6 port, Range: #12-500. To be	285-008-00012	750			\$ 18,487.50
4	Deadbreak T -OPII Connector, 600 Amp, with 200 Amp loadbreak reducing	285-022-00036	100			\$ 34,500.00
5	Deadbreak Elbow w/ Integrated 200A Loadbreak Tap Plug, 15/25kV Rated,	285-022-00040	100			\$ 30,900.00
6	Inline Splice, 600 Amp, 15 kV, 95 kV BIL, for use in splicing 500 to 1000 MCM	285-076-00007	150			\$ 54,000.00
7	Elbow Arrester, 10kV Duty Cycle, 8.4kV MCOV Rating.	285-082-00005	100			\$ 5,515.00
8	"1000MCM Termination Kit w/Mounting Bracket and Shearbolt Lug, outdo	285-082-00010	100			\$ 30,200.00
9	1/0 to #2 Termination Kit w/Top Seal Insulator, Transition Connector, and N	285-082-00016	150			\$ 18,000.00
10	Loadbreak Elbow, Jacket Seal Type, 200 Amp, 15 kV, 95 kV BIL, for use in te	285-082-00028	1000			\$ 26,400.00
11	Protective Cap, 200 Amp, insulated, 15 kV, 95 kV BIL Class.	M285-095-00004	150			\$ 2,925.00
12	Loadbreak Bushing Insert, 200 amp, 15 kV, 95 kV BIL Class.	285-095-00006	1500			\$ 29,100.00
13	Underground Fault Circuit Indicator, single-phase, 4 hour reset time, large c	285-111-00001	200			\$ 27,600.00
14	Underground Faulted Circuit Indicator, single-phase, secondary reset, remo	285-111-00002	1000			\$ 126,500.00
15	Pull Tape (Mule Tape), 2500lb Strength, 3000ft Reel	M280-095-00001	50			\$ 5,800.00
16	Riser Pole Arrester 10 KV, MOV Arrestor, 10kv 8.4 MCOV, with Crossarm M	285-003-00005	200	\$ 27.00	\$ 5,400.00	\$ 5,400.00
17	Arrester & Bracket for Polemount Transformers, Heavy Duty MOV Arrestor	285-003-00007	600	\$ 25.29	\$ 15,174.00	\$ 15,174.00
18	Conduit Standoff Bracket	285-047-00108	500			\$ 14,000.00
19	Bolt Clamp for Metal Banding Strap, Bolt/Clamp, Use with Max. 1-1/4" widt	285-047-00120	500			\$ 13,750.00
20	Pole Setting Foam,	285-065-00019	500			\$ 35,075.00
21	Pole Setting Foam, Grounding	285-065-00019	500			\$ 56,500.00
22	1/0 H-Tap Copper Connector	M285-022-00003	2000			\$ 3,500.00
23	Transformer Grounding Lug #8 Solid to 2/0 Stranded, Bronze.	M285-022-00026	500			\$ 1,495.00
24	4/0 to 4/0 Two Bolt Connector, Copper	M285-022-00044	500			\$ 3,850.00
25	Cut-Out Protector	M285-028-00003	500			\$ 6,725.00
26	Small Hotline Clamp, for Copper Conductor, Bronze Alloy body.	M285-047-00027	500	\$ 6.15	\$ 3,075.00	\$ 3,075.00
27	Pull Box, 36"x60"x48" to be constructed out of polymer concrete and fiber	285-045-00007	15			\$ 15,975.00
28	Pull Box, 48"x96"x48" to be constructed out of polymer concrete and fiber	285-045-00008	20			\$ 49,500.00
29	Pull Box Extension 24" for a 48"x96"x48" pull box to be constructed out of	285-045-00012	12			\$ 12,660.00
30	Secondary Pedestal, Base Dimensions: 31" x 31". To include (3) 6-way 600N	285-045-00009	300			\$ 69,000.00
31	Transformer Box Pads, Molded Fiberglass, 15" H x 37" W x 43" D. Top Oper	210-017-00001	200	\$ 182.22	\$ 36,444.00	\$ 36,444.00
32	Torsion Assist Cover Please provide price and delivery for Torsion-assist lids	285-045-00013	5			\$ 21,475.00
33	Heavy Duty Dead-end, 8', Fiberglass, w/ Braceless mounting bracket & eye	285-047-00088	100			\$ 19,400.00
34	"Standard Duty Crossarm, 8', Fiberglass, w/ Braceless mounting bracket	285-047-00093	200			\$ 17,040.00
35	"Standard Duty Crossarm, 10', Fiberglass, w/ Braceless mounting bracket "	285-047-00094	200			\$ 20,150.00
36	Heavy Duty Deadend, 10', Fiberglass, w/ Braceless mounting bracket & eye	285-047-00099	50			\$ 10,750.00
37	LED Cobrahead Light Fixture, Autobahn LED Roadway, LED 50, Bronze	285-056-00015	50			\$ 8,650.00
38	LED Cobrahead Light Fixture, Autobahn LED Roadway, LED 130, Bronze	285-056-00017	50			\$ 16,000.00
39	LED Cobrahead Light Fixture, Autobahn LED Roadway, LED 210, Bronze	285-056-00018	50			\$ 24,000.00
40	ADMO Class Motor Operator - Reciprocating Motion, type BR for distributi	285-079-00014	10			\$ 65,250.00
41	"ADMO Class Motor Operator - Torsional Motion, type BT-D for distributio	285-079-00015	15			\$ 99,750.00
CONTRACT TOTAL					\$ 60,093.00	\$ 1,065,070.50



Legislation Details (With Text)

File #:	19-0517	Version:	1	Name:	Fiscal Year 2020 Bingo Prize Fee Collection Resolution
Type:	Presentation	Status:			Consent Agenda
File created:	9/12/2019	In control:			City Council Regular
On agenda:	9/26/2019	Final action:			
Title:	Presentation, discussion, and possible action on adopting a resolution approving the continued receipt of a share of the bingo prize fees awarded at a bingo game conducted in the City of College Station after January 1, 2020.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	HB 914 Resolution - Bingo in CS TLC Notification				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation, discussion, and possible action on adopting a resolution approving the continued receipt of a share of the bingo prize fees awarded at a bingo game conducted in the City of College Station after January 1, 2020.

Relationship to Strategic Goals: Good Governance

Recommendation(s): Staff recommends the City Council adopt the resolution approving the continued receipt of a share of bingo prize fee funds collected after January 1, 2020.

Summary:

House Bill 914, enacted by the 86th Texas Legislature, requires that in order to continue to receive a share of bingo prize fees after January 1, 2020, the City Council of the City of College Station, Texas, must affirmatively vote to do so and submit proof of that vote to the Texas Lottery Commission by November 1, 2019. There are currently two active conductors registered in College Station.

Budget & Financial Summary: These fees collected are recorded as General Fund revenues.

Attachments:

1. Continued Receipt of a Share of Bingo Prize Fees Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING CONTINUED RECEIPT OF A SHARE OF BINGO PRIZE FEE FUNDS COLLECTED AFTER JANUARY 1, 2020.

WHEREAS, on May 26, 1988, the City Council of the City of College Station, Texas, adopted Ordinance No. 1757, imposing a two percent (2%) gross receipts tax on the conduct of bingo within the City of College Station; and

WHEREAS, under current law, because the City of College Station imposed a gross receipts tax on the conduct of bingo as of January 1, 1993, the City is entitled to fifty percent (50%) of the fee collected on a prize awarded at a game conducted in the City, or in the event Brazos County is entitled to a share of the fee, the City is entitled to twenty-five percent (25%) of the fee collected under state law; and

WHEREAS, pursuant to House Bill 914, enacted by the 86th Texas Legislature, in order to continue to receive a share of bingo prize fees after January 1, 2020, the City Council of the City of College Station, Texas, must affirmatively vote to do so and submit proof of that vote to the Texas Lottery Commission by November 1, 2019; now, therefore,

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

- PART 1: That the City Council hereby approves the continued receipt of a share of the bingo prize fees collected on a prize awarded at a bingo game conducted in the City of College Station.
- PART 2: That the City Council hereby directs the City Manager or his delegee to notify the Texas Lottery Commission of the action taken herein no later than November 1, 2019.
- PART 3: That the City Council further directs the City Manager or his delegee to notify each licensed authorized organization within the City's jurisdiction of the continued imposition of the fee.
- PART 4: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, 2019.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney

**TEXAS LOTTERY COMMISSION – CHARITABLE BINGO DIVISION
BINGO PRIZE FEE FUNDS
COUNTY/MUNICIPALITY GOVERNING BODY VOTE VERIFICATION
NOTICE**

This form serves as the required notice to the Texas Lottery Commission (Commission) that a county or municipality has fulfilled two of the requirements of House Bill 914, 86th Texas Legislature (H.B. 914) that are necessary for that county or municipality to continue to receive a share of bingo prize fees after January 1, 2020. Specifically, Section 11 of H.B. 914 provides:

- “(a) a county or municipality may receive a portion of the prize fee...only if:
- (1) The county or municipality was entitled to receive a portion of a bingo prize fee as of January 1, 2019; and
 - (2) The governing body of the county or municipality:
 - (A) by majority vote of the members of the governing body approves the continued receipt of funds under that section and notifies the Texas Lottery Commission of that decision not later than November 1, 2019; and
 - (B) notifies each licensed authorized organization within the county’s or municipality’s jurisdiction, as applicable, of the continued imposition of the fee.”

Your county/municipality should consult with an attorney if you have any questions about complying with the provisions of H.B. 914.

This form is only an attestation that certain requirements set forth in H.B. 914 have been fulfilled.

Accordingly, the undersigned county or municipal representative hereby swears and affirms that:

- (1) the county or municipality was entitled to receive a share of a bingo prize fee as of January 1, 2019; and
- (2) the governing body of the county or municipality approved the continued receipt of the share of bingo prize fee funds by a majority vote.

Name of County or Municipality

Authorized Signature (Name and Title) Date

**TEXAS LOTTERY COMMISSION – CHARITABLE BINGO DIVISION
BINGO PRIZE FEE FUNDS
COUNTY/MUNICIPALITY GOVERNING BODY VOTE VERIFICATION
NOTICE**

State of Texas

County of _____

This form attesting to the fulfillment of the requirements of H.B. 914 was acknowledged before

me on _____ by _____ as _____ of
(date) (name of representative) (title of representative)

(name of county or municipality)

(Personalized Seal)

Notary Public's Signature



Legislation Details (With Text)

File #: 19-0500 **Version:** 1 **Name:** Property Casualty, Excess General Liability and Excess Workers' Compensation policies for Fiscal Year 2020

Type: Contract **Status:** Consent Agenda

File created: 9/9/2019 **In control:** City Council Regular

On agenda: 9/26/2019 **Final action:**

Title: Presentation, discussion, and possible action regarding City of College Station Excess Liability and Workers' Compensation Insurance, Property/Boiler & Machinery, Commercial Crime, EMT Liability, Auto Property Damage, Cyber Liability, Unmanned Aircraft liability and property; Special Events policies for Fiscal Year 2020. FY20 premiums for all lines of coverage are not to exceed \$650,000.

Sponsors: Alison Pond

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation, discussion, and possible action regarding City of College Station Excess Liability and Workers' Compensation Insurance, Property/Boiler & Machinery, Commercial Crime, EMT Liability, Auto Property Damage, Cyber Liability, Unmanned Aircraft liability and property; Special Events policies for Fiscal Year 2020. FY20 premiums for all lines of coverage are not to exceed \$650,000.

Relationship to Strategic Goals: (Select all that apply)

Good Governance
Financially Sustainable City

Recommendation(s): The City of College Station Human Resources and Risk Management Department recommends approval of the above referenced insurance policies for the period October 1, 2019 to October 1, 2020.

Summary: Risk Management completed applications to solicit proposals for Excess Liability, Workers' Compensation and Excess Liability, Property/Boiler & Machinery, Commercial Crime, Auto Physical Damage, UAV liability and property; EMT Liability and Cyber Liability. Sole Broker of Record McGriff, Seibels and Williams of Texas, Inc., submitted the City's applications to the appropriate carriers and evaluated all proposals submitted.

Detailed numbers will be provided at the Council Meeting in a separate disclosure.

Budget & Financial Summary: Funds are available in the FY20 budget in the Property/Casualty Fund and the Workers' Compensation Fund.

Attachments: None



Legislation Details (With Text)

File #:	19-0512	Version:	1	Name:	Renewal of Annual Price Agreement for Three Phase Pad Mount Transformers
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	9/10/2019	In control:		In control:	City Council Regular
On agenda:	9/26/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action regarding approval of the renewal of the City's annual price agreement for Electric Three Phase Pad Mount Transformers with estimated annual expenditures to KBS Electrical Distributors, for \$503,214.55. The total recommended price agreement renewal is for an amount not to exceed is \$503,214.55.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	18300041R2 CONTRACT Routing Form Cvr Sheet renewal 2				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation, discussion, and possible action regarding approval of the renewal of the City's annual price agreement for Electric Three Phase Pad Mount Transformers with estimated annual expenditures to KBS Electrical Distributors, for \$503,214.55. The total recommended price agreement renewal is for an amount not to exceed is \$503,214.55.

Relationship to Strategic Goals: Financially Sustainable City

Recommendation(s): Staff recommends renewal of the award of the annual price agreements with KBS Electrical Distributors for \$503,214.55. These estimates are contract estimates and within past fiscal year's history for city-wide electrical pad mount transformer needs.

Summary: Staff issued a Bid #17-076 in August 2017, for the City's Electric 3 Phase Pad Mount Transformer inventory. Nine (9) sealed bids were received and were reviewed by Electric Staff to ensure the compliance of needed specifications. City Council approved the original award of one year (1) with an option to renew two (2) additional one (1) year contracts on September 25, 2017, item 2L. This is the second and final renewal of two one (1) year renewals, of the purchasing agreement.

Staff recommends renewing the contract for the second and final year for Three Phase Pad Mount Transformers to KBS Electrical Distributors, as previously awarded in September, 2017.

<u>KBS Electrical Distributors</u>	<u>\$ 503,214.55</u>
Grand Total	\$ 503,214.55

Upon Council approval, staff will issue an annual price agreement to be used by all City departments throughout the year.

Budget & Financial Summary: Funds are available and budgeted within the Electrical Fund. These electrical Three Phase Pad Mount Transformers are maintained in the Warehouse as Electrical Inventory and various projects may be expensed as supplies are pulled from inventory and issued to staff.

Reviewed and Approved by Legal: N/A

Attachments: Renewal Letters from KBS Electrical Distributors for \$503,214.55.



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: ^{18300041R2} PROJECT#: _____ BID/RFP/RFQ#: 17-076

Project Name / Contract Description: Annual Price Agreement for Three Phase
Pad Mount Transformers

Name of Contractor: KBS Electrical Distributors

CONTRACT TOTAL VALUE: \$ 503,214.55

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 # 1 ☐ CHANGE ORDER # _____ ☐ OTHER _____

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

Bid#17-076 was issued in 2017 with nine (9) responses. One contract was issued to KBS Electrical Distributors for the amount not to exceed \$503,214.55 (C#18300041). These Three Phase Pad Mount Transformers are maintained in the Warehouse as Electrical Inventory and expensed to projects as requisitioned. This is final renewal of two renewals.

(If required)*
CRC Approval Date*: na Council Approval Date*: September 26, 2019 Agenda Item No*: _____

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: _____ Performance Bond: na RF Payment Bond: na RF Info Tech: na RF

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

MAYOR (if applicable)

DATE

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____



August 14, 2019

ATTN: Mr. Marvin Oldham
KBS Electric Distribution
PO Box 4591
Bryan, TX 77805

RE: Renewal #2 –Contract 18300041, Bid #17-076
Annual Purchase of Three Phase Pad-Mounted Transformers

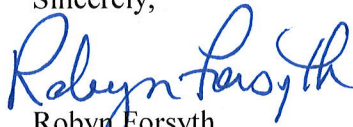
Dear Mr. Oldham,

The City of College Station appreciates the products and services provided by KBS Electric Distribution, this past year. We would like to exercise our option to renew the above referenced agreement for the term of September 30, 2019 through September 29, 2020, for an amount not to exceed Five Hundred Three Thousand, Two Hundred Fourteen dollars and Fifty Five Cents. (\$503,214.55).

If this meets with your company's approval, please complete the attached contract renewal agreement and return it via e-mail to rforsyth@cstx.gov. ***Please follow up by mailing 3 original signed copies, no later than Tuesday, August 27, 2019, to my attention at the following address:***

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

Sincerely,


Robyn Forsyth
Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract 18300041, Annual Purchase of Three Phase Pad-Mounted Transformers as needed, in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Five Hundred Three Thousand, Two Hundred Fourteen dollars and Fifty Five Cents. (\$503,214.55).

Pricing will be structured as follows:

Original Bid Pricing:

Line Item 1:

75 KVA Padmount Transformer 208/120

Inventory #285-086-00037

Estimated Quantity 5 \$5,810.73 each for \$ 29,053.65

Line Item 2:

112.5 KVA Padmount Transformer 208/120

Inventory #285-086-00038

Estimated Quantity 8 \$6,203.38 each for \$ 49,627.04

Line Item 3:

150 KVA Padmount Transformer 208/120

Inventory #285-086-00039

Estimated Quantity 5 \$6,698.38 each for \$ 33,491.90

Line Item 4:

225 KVA Padmount Transformer 208/120

Inventory #285-086-00040

Estimated Quantity 3 \$7,705.95 each for \$27,117.85

Line Item 5:

300 KVA Padmount Transformer 208/120

Inventory #285-086-00041

Estimated Quantity 5 \$8,622.30 each for \$43,111.50

Line Item 6:

500 KVA Padmount Transformer 208/120

Inventory #285-086-00042

Estimated Quantity 3 \$11,707.55 each for \$35,122.65

Line Item 7:

750 KVA Padmount Transformer 208/120

Inventory #285-086-00043

Estimated Quantity 2 \$15,644.58 each for \$31,289.16

Line Item 8:

1000 KVA Padmount Transformer 208/120

Inventory #285-086-00044

Estimated Quantity 1 \$19,199.28 each for \$19,199.28

Line Item 9:	
112.5 KVA Padmount Transformer 480/277	
Inventory #285-086-00045	
Estimated Quantity 2	\$ 6,139.75 each for \$12,279.50
Line Item 10:	
150 KVA Padmount Transformer 480/277	
Inventory #285-086-00046	
Estimated Quantity 1	\$ 6,443.23 each for \$6,443.23
Line Item 11:	
225 KVA Padmount Transformer 480/277	
Inventory #285-086-00047	
Estimated Quantity 2	\$ 7,413.76 each for \$14,827.52
Line Item 12:	
300 KVA Padmount Transformer 480/277	
Inventory #285-086-00048	
Estimated Quantity 1	\$ 8,192.83 each for \$8,192.83
Line Item 13:	
500 KVA Padmount Transformer 480/277	
Inventory #285-086-00049	
Estimated Quantity 5	\$10,151.60 each for \$50,758.00
Line Item 14:	
750 KVA Padmount Transformer 480/277	
Inventory #285-086-00050	
Estimated Quantity 2	\$13,794.45 each for \$27,588.90
Line Item 15:	
1000 KVA Padmount Transformer 480/277	
Inventory #285-086-00005	
Estimated Quantity 1	\$16,503.53 each for \$16,503.53
Line Item 16:	
1500 KVA Padmount Transformer 480/277	
Inventory #285-086-00052	
Estimated Quantity 2	\$21,681.83 each for \$43,363.66
Line Item 17:	
2000 KVA Padmount Transformer 480/277	
Inventory #285-086-00053	
Estimated Quantity 1	\$26,689.80 each for \$26,689.80
Line Item 18:	
2500 KVA Padmount Transformer 480/277	
Inventory #285-086-00054	
Estimated Quantity 1	\$32,371.55 each for \$32,371.55
GRAND TOTAL	\$503,211.55

I understand this renewal term will be for the period beginning September 30, 2019 through September 29, 2020. This is the second and last renewal of two possible renewals.

KBS ELECTRICAL DISTRIBUTION

By: B. Gidley
Printed Name: BRIAN GIDLEY
Title: PRESIDENT
Date: 8/14/2019

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

Assistant City Manager/CFO
Date: _____



BILL TO

City of College Station
Accounting Division
PO Box 9973
College Station, TX 77842-9973
(979) 764-3569 Fax: (979) 764-3899
VendorInvoiceEntry@cstx.gov

CONTRACT

Fiscal Year 2019

Page 1 of 2

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Contract # 18300041R1
Department Warehouse Electric
Type Price Agreement
Sub Type

V
E
N
D
O
R
K B S ELECTRICAL DISTRIBUTORS
PO BOX 4591
BRYAN, TX 77805-4591
USA

Vendor Information

Vendor Number	Vendor Contact	Vendor Email	Vendor Phone Number
1710	RHONDA GIDLEY		979-778-3200

Policy

Start	10/01/2018
Award	10/25/2018
Expire	09/30/2019
Renewal	
Extended	

Notes

Fiscal Year	2019
Project	
Percent Complete	0.00
By Date	
Encumbered	N

Year	Contract Description	Original Amount	Revised Amount	Liquidated Amount	Remaining Amount
2019	Annual Three Phase Pad Mount Transformers - Ren 1	\$503,214.55	\$503,214.55	\$0.00	\$503,214.55

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	75 KVA PD 3P 208/120 7200 PADMOUNT TRANSFORMER 285-086-000397	0	EACH	\$5,810.73	\$29,053.65
2	112.5KV PD 3P 208/120 720 PADMOUNT TRANSFORMER 285-086-00038	0	EACH	\$6,203.38	\$49,627.04
3	150KVA PD 3P 208/120 7200 PADMOUNT TRANSFORMER 285-086-00039	0	EACH	\$6,698.38	\$33,491.90
4	225KVA PD 3P 208/120 7200 PADMOUNT TRANSFORMER 285-086-00040	0	EACH	\$7,705.95	\$23,117.85
5	300KVA PD 3P 208/120 7200 PADMOUNT TRANSFORMER 285-086-00041	0	EACH	\$8,622.30	\$43,111.50
6	500KVA PD 3P 208/120 7200 PADMOUNT TRANSFORMER 285-086-00042	0	EACH	\$11,707.55	\$35,122.65
7	750KVA PD 3P 208/120 7200 PADMOUNT TRANSFORMER 285-086-00043	0	EACH	\$15,644.58	\$31,289.16

CONTINUED ON
NEXT PAGE

By Heather Pavelka
Buyer

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
8	1000KV PD 3P 208/120 7200 PADMOUNT TRANSFORMER 285-086-00044	0	EACH	\$19,199.28	\$19,199.28
9	112.5KV PD 3P 480/277 720 PADMOUNT TRANSFORMER 285-086-00045	0	EACH	\$6,139.75	\$12,279.50
10	150KVA PD 3P 480/277 7200 PADMOUNT TRANSFORMER 285-086-00046	0	EACH	\$6,446.23	\$6,446.23
11	225KVA PD 3P 480/277 7200 PADMOUNT TRANSFORMER 285-086-00047	0	EACH	\$7,413.76	\$14,827.52
12	300KVA PD 3P 480/277 7200 PADMOUNT TRANSFORMER 285-086-00048	0	EACH	\$8,192.83	\$8,192.83
13	500KVA PD 3P 480/277 7200 PADMOUNT TRANSFORMER 285-086-00049	0	EACH	\$10,151.60	\$50,758.00
14	750KVA PD 3P 480/277 7200 PADMOUNT TRANSFORMER 285-086-00050	0	EACH	\$13,794.45	\$27,588.90
15	1000KV PD 3P 480/277 7200 PADMOUNT TRANSFORMER 285-086-00051	0	EACH	\$16,503.53	\$16,503.53
16	1500KV PD 3P 480/277 7200 PADMOUNT TRANSFORMER 285-086-00052	0	EACH	\$21,681.83	\$43,363.66
17	2000KV PD 3P 480/277 7200 PADMOUNT TRANSFORMER 285-086-00053	0	EACH	\$26,869.80	\$26,869.80
18	2500KV PD 3P 480/277 7200 PADMOUNT TRANSFORMER 285-086-00054	0	EACH	\$32,371.55	\$32,371.55
19	Bid 17-076, Renewal 1. Council Approved October 25, 2018, Item 2d.	0	EACH	\$0.00	\$0.00

By Heather Pavelka
Buyer

Total Revised	\$503,214.55
Total Original	\$503,214.55



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/19/2019

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	Service Insurance Group, Inc. PO Box 5753 3840 Corporate Center Dr Bryan TX 77805-5753	CONTACT NAME:	Eliana Milioto	
		PHONE (A/C, No., Ext):	(979)774-3900	FAX (A/C, No.):
		E-MAIL ADDRESS:	eliana.milioto@sigsbc.com	
INSURED	KBS Electrical Distributors, Inc. (Bryan) P.O. Box 4591 Bryan TX 77805-4591	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: United Fire Group		
		INSURER B: Service Lloyds Insurance Company		
		INSURER C:		
		INSURER D:		
		INSURER E:		

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	85323544	03/31/2019	03/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	X	X	85323544	03/31/2019	03/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0	X	X	85323544	03/31/2019	03/31/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC0023904-2019A	03/31/2019	03/31/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of College Station, its officers, agents, employees are additional insureds on general liability and business auto policies, and have a waiver of subrogation in their favor on general liability, business auto and workers' comp policies on a Blanket basis as required by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

AI 000241

City of College Station Attn: Risk Management PO Box 9960 College Station TX 77842-	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

Fax: (979)764-3571

© 1988-2014 ACORD CORPORATION. All rights reserved.



Legislation Details (With Text)

File #:	19-0503	Version:	1	Name:	Greens Prairie Ph 1 Widening Construction Contract
Type:	Contract	Status:		Status:	Consent Agenda
File created:	9/9/2019	In control:		In control:	City Council Regular
On agenda:	9/26/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action regarding approval of a construction contract with Larry Young Paving in the amount of \$3,275,747.08 for the construction of the Greens Prairie Phase 1 Widening.				
Sponsors:	Emily Fisher				
Indexes:					
Code sections:					
Attachments:	Project Location Map Bid Tab				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation, discussion, and possible action regarding approval of a construction contract with Larry Young Paving in the amount of \$3,275,747.08 for the construction of the Greens Prairie Phase 1 Widening.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure
- Improving Mobility

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

Summary: The project includes the reconstruction of Greens Prairie Trail from the city limit line (west of Woodlake intersection) to Royder Road. The existing asphalt road is intended to be replaced with a 4 lane minor arterial concrete roadway with curb, gutter, underground storm sewer, and sidewalks.

This project was approved with the FY16 budget to be funded with certificates of obligation and is one of several transportation projects originally prioritized by the 2015 Citizen Advisory Committee.

Reviewed and Approved by Legal: Yes

Budget & Financial Summary: Funds in the amount of \$4,585,790 are currently budgeted for this project in the Streets Capital Fund. A total of \$488,125.78 have been expended or encumbered to date, leaving a balance of \$4,097,664.22 for construction, and related expenses.

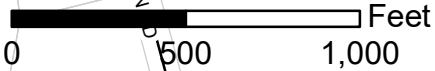
Attachments:

1. Contract No. 19300613 (On file with the City Secretary's Office)
2. Project Map
3. Bid Tab

City of College Station



Project Location



This product is for informational purposes only and has not been prepared for and is not suitable for legal, engineering, construction, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of certain geographic features. No warranty, expressed or implied, is made by the City of College Station as to the accuracy, completeness, suitability, or timeliness of the information contained herein. The City of College Station assumes no responsibility for any private or commercial use, misuse, reliance, or interpretation of the information provided herein, or any loss resulting therefrom.

				LARRY YOUNG PAVING COLLEGE STATION, TX		BRAZOS PAVING INC. BRYAN, TX	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
GENERAL ITEMS							
1	1	LS	Mobilization, construction staking, bonds and insurance as required in the specifications.	\$ 230,730.00	\$ 230,730.00	\$ 154,418.00	\$ 154,418.00
Subtotal: General Items				\$	230,730.00	\$	154,418.00
REMOVALS							
2	9336	SY	Mill 2.5" average asphalt pavement and remove 11.5" average base material as shown on plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$ 5.50	\$ 51,348.00	\$ 3.90	\$ 36,410.40
3	1661	SY	Remove and haul concrete pavement per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$ 10.00	\$ 16,610.00	\$ 9.90	\$ 16,443.90
4	87	SY	Remove gravel driveways as shown on plans & specifications and dispose offsite, to include of material, labor and equipment to complete the work.	\$ 5.00	\$ 435.00	\$ 8.30	\$ 722.10
5	251	SY	Remove sidewalks as shown on plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$ 10.00	\$ 2,510.00	\$ 8.85	\$ 2,221.35
6	413	LF	Remove and haul curb and gutter per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$ 7.00	\$ 2,891.00	\$ 9.75	\$ 4,026.75
7	651	LF	Remove miscellaneous culvert pipe as shown on plans & specifications and dispose offsite to include all material, labor and equipment to complete the work.	\$ 10.00	\$ 6,510.00	\$ 13.10	\$ 8,528.10
8	3	SY	Remove raised medians as shown on plans & specifications and dispose offsite to include all material, labor and equipment to complete the work.	\$ 100.00	\$ 300.00	\$ 211.00	\$ 633.00
9	15	EA	Remove safety end treatment as shown on plans & specifications and dispose offsite to include all material, labor and equipment to complete the work.	\$ 300.00	\$ 4,500.00	\$ 300.00	\$ 4,500.00
10	4	EA	Remove and haul off trees per plans & specifications and dispose offsite, to include clearing and grubbing in vicinity of removals, all material, labor and equipment to complete the work.	\$ 500.00	\$ 2,000.00	\$ 450.00	\$ 1,800.00
11	28	EA	Remove signs, posts, and concrete foundations per plans & specifications and return to the City of College Station, to include all material, labor and equipment to complete the work.	\$ 50.00	\$ 1,400.00	\$ 140.00	\$ 3,920.00
12	1	LS	Remove and replace stone pedestal sign (CM) and median pavers at Clear Meadow Creek Ave as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 3,500.00	\$ 3,500.00	\$ 2,840.00	\$ 2,840.00
13	1	LS	Remove and replace rock/landscaping within median at Shady Brook Lane as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 3,500.00	\$ 3,500.00	\$ 1,700.00	\$ 1,700.00
14	619	LF	Cap and remove abandoned ETC gas line within the ROW per plans & specifications and dispose of offsite, or cap and grout where applicable, to include all material, labor and equipment to complete the work.	\$ 15.00	\$ 9,285.00	\$ 11.70	\$ 7,242.30
15	27	LF	Remove rock filter dam as shown on plans & specifications and dispose offsite to include all material, labor and equipment to complete the work.	\$ 10.00	\$ 270.00	\$ 20.70	\$ 558.90
16	32	SY	Remove concrete riprap as shown on plans & specifications and dispose offsite to include all material, labor and equipment to complete the work.	\$ 10.00	\$ 320.00	\$ 20.10	\$ 643.20
17	1	EA	Remove Street Illumination Assembly and install ground box per plans & specifications and dispose of offsite, to include capping existing wires, removal of foundation, pole, mast arm, luminaire, and all material, labor and equipment to complete the work.	\$ 5,000.00	\$ 5,000.00	\$ 5,425.00	\$ 5,425.00
18	2	EA	Remove H-Brace Fence Post and dispose of offsite, as shown on plans & specifications, to include all material, labor and equipment to complete the work.	\$ 100.00	\$ 200.00	\$ 110.00	\$ 220.00
Subtotal: Removals				\$	110,579.00	\$	97,835.00
ROADWAY & EARTHWORK							
19	5990	CY	Excavation of material in right-of-way to meet design grades of roadway and temporary paving, including hauling, stockpiling, and disposing of excess, to include all material, labor and equipment to complete the work.	\$ 11.00	\$ 65,890.00	\$ 9.45	\$ 56,605.50
20	6179	CY	Haul in and place select fill material for roadway and temporary paving, condition and compact to design standards, to include all material, labor and equipment to complete the work.	\$ 17.50	\$ 108,132.50	\$ 19.50	\$ 120,490.50
21	17948	SY	Install 9" thick jointed reinforced concrete pavement (JRPC) with monolithic curb, as shown on plans & specifications, including all materials, labor and equipment to complete the work complete and in-place.	\$ 48.92	\$ 878,016.16	\$ 59.30	\$ 1,064,316.40
22	5818	SY	Install 6" thick lime (6%) treated and compacted subgrade as shown on plans & specifications, to include proof-rolling, sprinkling, and rolling, all material, labor and equipment to complete the work, complete and in-place. (Does not include cost of lime.)	\$ 2.50	\$ 14,545.00	\$ 4.40	\$ 25,599.20
23	16764	SY	Install 8" thick lime (6%) treated and compacted subgrade as shown on plans & specifications, to include proof-rolling, sprinkling, and rolling, all material, labor and equipment to complete the work, complete and in-place. (Does not include cost of lime.)	\$ 2.50	\$ 41,910.00	\$ 4.60	\$ 77,114.40
24	380	TON	Lime for stabilization of subgrade.	\$ 159.62	\$ 60,655.60	\$ 166.00	\$ 63,080.00
25	1456	SY	Install 6" thick cement (4%) treated and compacted subgrade as shown on plans & specifications, to include proof-rolling, sprinkling, and rolling, all material, labor and equipment to complete the work, complete and in-place. (Does not include cost of cement.)	\$ 6.00	\$ 8,736.00	\$ 2.50	\$ 3,640.00
26	4592	SY	Install 8" thick cement (4%) treated and compacted subgrade as shown on plans & specifications, to include proof-rolling, sprinkling, and rolling, all material, labor and equipment to complete the work, complete and in-place. (Does not include cost of cement.)	\$ 3.00	\$ 13,776.00	\$ 2.65	\$ 12,168.80
27	68	TON	Cement for stabilization of subgrade.	\$ 165.00	\$ 11,220.00	\$ 167.00	\$ 11,356.00

ITEM	QTY	UNIT	DESCRIPTION	LARRY YOUNG PAVING COLLEGE STATION, TX		BRAZOS PAVING INC. BRYAN, TX	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
28	2500	CY	As needed, remove and replace unsuitable soils with select fill to include all material, labor and equipment to complete the work. Limits of remove and replace soil to be approved by Engineer prior to initiating work.	\$ 17.50	\$ 43,750.00	\$ 70.71	\$ 176,775.00
29	3764	SY	Install 6" thick crushed limestone base (Grade 1-2) for temporary detour paving, as shown on plans & specifications, including all material, labor and equipment to complete the work, complete and in-place.	\$ 11.10	\$ 41,780.40	\$ 12.30	\$ 46,297.20
30	3764	SY	Install 2.5" thick HMAC, Type C or D for temporary detour paving, as shown on plans & specifications, including all material, labor and equipment to complete the work, complete and in-place.	\$ 12.50	\$ 47,050.00	\$ 13.20	\$ 49,684.80
31	1062	SY	Install 4" thick HMAC, Type D, as shown on plans & specifications, including all material, labor and equipment to complete the work, complete and in-place.	\$ 20.02	\$ 21,261.24	\$ 21.00	\$ 22,302.00
32	1243	SY	Install 6" thick HMAC, Type B, as shown on plans & specifications, including all material, labor and equipment to complete the work, complete and in-place.	\$ 30.00	\$ 37,290.00	\$ 28.20	\$ 35,052.60
33	3764	SY	Remove temporary detour paving, as shown on plans & specifications, including all material, labor and equipment to complete the work, complete and in-place.	\$ 5.00	\$ 18,820.00	\$ 4.00	\$ 15,056.00
34	34	SY	Install 9" thick reinforced concrete repair section, as shown on plans & specifications, including all materials, labor and equipment to complete the work complete and in-place.	\$ 110.00	\$ 3,740.00	\$ 80.00	\$ 2,720.00
35	506	LF	Install typical combined curb & gutter (ST1-01) as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$ 22.50	\$ 11,385.00	\$ 19.35	\$ 9,791.10
36	2009	SY	Install raised colored (Butterfield, Integral - Base: U34 Brick Red, Release: R13 Deep Charcoal) and stamped (New Brick Running Bond) concrete medians including concrete, sub-base, and curb as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$ 65.30	\$ 131,187.70	\$ 66.50	\$ 133,598.50
37	1099	SY	Install high early strength concrete intersections as shown on plans & specifications, to include 8" thick chemically treated and compacted subgrade, all materials, labor and equipment to complete the work, complete and in-place.	\$ 68.05	\$ 74,786.95	\$ 65.00	\$ 71,435.00
38	57	SY	Install high early strength 6" thick concrete driveways as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$ 40.00	\$ 2,280.00	\$ 61.35	\$ 3,496.95
39	6011	SY	Install 6" thick concrete shared use path as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$ 39.50	\$ 237,434.50	\$ 41.35	\$ 248,554.85
40	21	SY	Install 6" thick concrete shared use path (Special) (Type A) as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$ 45.00	\$ 945.00	\$ 360.00	\$ 7,560.00
41	10	EA	Install 10' ADA concrete ramps as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$ 1,000.00	\$ 10,000.00	\$ 770.00	\$ 7,700.00
42	2	EA	Install 8' ADA concrete ramps as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$ 800.00	\$ 1,600.00	\$ 615.00	\$ 1,230.00
43	2	EA	Install 6' ADA concrete ramps as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$ 600.00	\$ 1,200.00	\$ 460.00	\$ 920.00
Subtotal: Roadway and Earthwork				\$ 1,887,392.05		\$ 2,266,544.80	
DRAINAGE							
44	389	LF	Furnish and Install 18" diameter reinforced concrete pipe, Class III, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 52.90	\$ 20,578.10	\$ 62.20	\$ 24,195.80
45	17	LF	Furnish and Install 18" diameter reinforced concrete pipe, Class IV, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 52.90	\$ 899.30	\$ 77.90	\$ 1,324.30
46	1103	LF	Furnish and Install 24" diameter reinforced concrete pipe, Class III, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 67.80	\$ 74,783.40	\$ 77.00	\$ 84,931.00
47	340	LF	Furnish and Install 30" diameter reinforced concrete pipe, Class III, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 98.23	\$ 33,398.20	\$ 90.80	\$ 30,872.00
48	1575	LF	Furnish and Install 36" diameter reinforced concrete pipe, Class III, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 122.60	\$ 193,095.00	\$ 115.00	\$ 181,125.00
49	256	LF	Furnish and Install 4' x 3' reinforced concrete box including rubber gasket joints, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 275.33	\$ 70,484.48	\$ 315.00	\$ 80,640.00

ITEM	QTY	UNIT	DESCRIPTION	LARRY YOUNG PAVING COLLEGE STATION, TX		BRAZOS PAVING INC. BRYAN, TX	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
50	16	EA	Furnish and Install 5' curb inlet structures, all depths, including (19) extension(s), ring & cover, and plate, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 5,600.00	\$ 89,600.00	\$ 4,405.00	\$ 70,480.00
51	6	EA	Furnish and Install 10' full depth curb inlet structures, all depths, including ring & cover, and plate, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 5,400.00	\$ 32,400.00	\$ 5,250.00	\$ 31,500.00
52	4	EA	Furnish and Install 3' x 3' grate (bicycle proof) inlet as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 4,100.00	\$ 16,400.00	\$ 3,655.00	\$ 14,620.00
53	1	EA	Furnish and Install 5' x 3' junction box (standard inlet bottom) with structural backfill, as shown on plans & specifications, to include all materials, ring & cover, plate, labor and equipment to complete the work, complete and in place.	\$ 5,400.00	\$ 5,400.00	\$ 3,465.00	\$ 3,465.00
54	2	EA	Furnish and Install 4' x 4' junction box with structural backfill, all depths, as shown on plans & specifications, to include all materials, ring & cover, plate, labor and equipment to complete the work, complete and in place.	\$ 4,100.00	\$ 8,200.00	\$ 3,425.00	\$ 6,850.00
55	4	EA	Furnish and Install 5' x 5' junction box with structural backfill, all depths, as shown on plans & specifications, to include all materials, ring & cover, plate, labor and equipment to complete the work, complete and in place.	\$ 4,800.00	\$ 19,200.00	\$ 3,606.00	\$ 14,424.00
56	1	EA	Furnish and Install 5' x 2' sidewalk drainage trench with structural backfill, as shown on plans & specifications, to include 12" PVC (EST 14 LF), all materials, grate, labor and equipment to complete the work, complete and in place.	\$ 3,350.00	\$ 3,350.00	\$ 4,250.00	\$ 4,250.00
57	1	EA	Furnish and Install sidewalk trench grate (SW3-02), as shown on plans & specifications, to include all materials, Neenah grate, labor and equipment to complete the work, complete and in place.	\$ 25,700.00	\$ 25,700.00	\$ 2,600.00	\$ 2,600.00
58	29	SY	Furnish and Install 6" thick concrete aprons as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 49.00	\$ 1,421.00	\$ 48.50	\$ 1,406.50
59	2	EA	Furnish and Install safety end treatment, all sizes and slopes, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 950.00	\$ 1,900.00	\$ 1,875.00	\$ 3,750.00
60	32	SY	Furnish and Install Common Stone RipRap with grout (6"-9") as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 64.00	\$ 2,048.00	\$ 109.00	\$ 3,488.00
61	3624	LF	Trench Safety	\$ 1.00	\$ 3,624.00	\$ 1.15	\$ 4,167.60
Subtotal: Drainage				\$ 602,481.48		\$ 564,089.20	
EROSION CONTROL							
62	1	LS	File notice of intent and storm water pollution prevention plan with TCEQ, maintain and post all project information and keep records and report to inspector and engineer.	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00
63	1	LS	Furnish, install, maintain continuously and remove sediment devices including temporary seeding, sediment control fencing (EST 2579 LF), inlet protection, construction entrance and exits, rock filter dams, hay bales, watering and other sediment control devices as shown on plans & specifications, complete and in place.	\$ 10,525.00	\$ 10,525.00	\$ 7,500.00	\$ 7,500.00
64	4548	SY	Hydro mulch disturbed areas including smoothing, 4" topsoil, grading, fertilizer, watering, maintenance and clean-up as shown on plans & specifications, complete and in place.	\$ 0.40	\$ 1,819.20	\$ 4.75	\$ 21,603.00
65	6973	SY	Block sod disturbed areas including smoothing, 4" topsoil, fertilizer, watering, maintenance and clean-up as shown on plans & specifications, complete and in place.	\$ 3.30	\$ 23,010.90	\$ 8.10	\$ 56,481.30
66	1	EA	Furnish and install 4" Oak Tree (Shade) at Clear Creek Meadow, including fertilizer, watering, maintenance and clean-up as shown on plans & specifications, complete and in place.	\$ 550.00	\$ 550.00	\$ 400.00	\$ 400.00
67	1	EA	Furnish and install 3" Crepe Myrtle (Ornamental) at Shady Brook Lane in the median, including fertilizer, watering, maintenance and clean-up as shown on plans & specifications, complete and in place.	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00
Subtotal: Erosion Control				\$ 37,005.10		\$ 86,834.30	
SIGNAGE, PAVEMENT MARKINGS, STRIPING & TCP							
68	1	LS	Furnish and Install all reflective pavement markings, sealer, arrows, symbols and surface preparation as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 20,640.60	\$ 20,640.60	\$ 23,455.00	\$ 23,455.00
69	22	EA	Furnish and Install all sign assemblies with bronze powder coated posts and triangular slipbase supports as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 504.77	\$ 11,104.94	\$ 574.00	\$ 12,628.00
70	1	EA	Install school zone flasher foundation as shown on plans & specifications, to include safe removal and return of existing flasher assembly & foundation to the City of College Station, all materials, labor and equipment to complete the work, complete and in place.	\$ 2,000.00	\$ 2,000.00	\$ 2,270.00	\$ 2,270.00

ITEM	QTY	UNIT	DESCRIPTION	LARRY YOUNG PAVING COLLEGE STATION, TX		BRAZOS PAVING INC. BRYAN, TX	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
71	1	LS	Furnish and install and remove all traffic control devices (TCP) to incl: All striping, barricades, temporary signage, cut and restore pavement, temporary curbing, and level-ups and all other temporary facilities required for the TCP as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 24,844.91	\$ 24,844.91	\$ 86,505.00	\$ 86,505.00
72	1	LS	Modify signal phasing and timing at Royder Road to work with all steps in the traffic control plan, to be performed by a qualified sub-consultant. Develop phasing and timing plan, to be submitted to the City Project Manager and Engineer for approval. This shall include all coordination, materials, labor and equipment to complete the work, complete and in place.	\$ 14,126.00	\$ 14,126.00	\$ 16,050.00	\$ 16,050.00
Subtotal: Signage, Pavement Markings, Striping and TCP				\$ 72,716.45		\$ 140,908.00	
ILLUMINATION							
73	13	EA	Furnish and install street light illumination assembly with bronze powder coating as shown on plans & specifications, to include foundation, pole, mast arm, luminaire, and all materials, labor, and equipment to complete the work, complete and in place.	\$ 6,413.00	\$ 83,369.00	\$ 7,290.00	\$ 94,770.00
74	1	EA	Furnish and install street light controller, as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$ 5,362.00	\$ 5,362.00	\$ 6,100.00	\$ 6,100.00
75	2626	LF	Furnish and install 2" Diameter Conduit, Schedule 40 PVC, by open cut, for illumination as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$ 17.00	\$ 44,642.00	\$ 19.30	\$ 50,681.80
76	183	LF	Furnish and install 2" Diameter Conduit, Schedule 40 PVC, by bore, for illumination as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	\$ 39.00	\$ 7,137.00	\$ 44.30	\$ 8,106.90
Subtotal: Illumination				\$ 140,510.00		\$ 159,658.70	
WATER							
77	1	EA	Remove and dispose of water valves, all sizes, as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$ 300.00	\$ 300.00	\$ 525.00	\$ 525.00
78	254	LF	Abandon, cap, & grout or remove 8" PVC water line as shown on plans & specifications and dispose of offsite, to include all material, labor and equipment to complete the work.	\$ 12.00	\$ 3,048.00	\$ 21.30	\$ 5,410.20
79	102	LF	Abandon, cap, & grout or remove 12" PVC water line as shown on plans & specifications and dispose of offsite, to include all material, labor and equipment to complete the work.	\$ 12.00	\$ 1,224.00	\$ 26.15	\$ 2,667.30
80	104	LF	Abandon, cap, & grout or remove 16" PVC water line as shown on plans & specifications and dispose of offsite, to include all material, labor and equipment to complete the work.	\$ 15.00	\$ 1,560.00	\$ 34.15	\$ 3,551.60
81	33	LF	Furnish and install 8" diameter DR14 C-900 PVC water pipe by open cut with non-structural backfill, as shown on plans & specifications, to include all materials, testing, disinfection, labor and equipment to complete the work, complete and in place.	\$ 40.00	\$ 1,320.00	\$ 47.00	\$ 1,551.00
82	213	LF	Furnish and install 8" diameter DR14 C-900 PVC water pipe by open cut with restrained joints and structural backfill, as shown on plans & specifications, to include all materials, testing, disinfection, labor and equipment to complete the work, complete and in place.	\$ 62.00	\$ 13,206.00	\$ 74.60	\$ 15,889.80
83	90	LF	Furnish and install 12" diameter DR14 C-900 PVC water pipe by open cut with non-structural backfill, as shown on plans & specifications, to include all materials, testing, disinfection, labor and equipment to complete the work, complete and in place.	\$ 54.00	\$ 4,860.00	\$ 96.10	\$ 8,649.00
84	113	LF	Furnish and install 16" diameter DR14 C-905 PVC water pipe by open cut with restrained joints and structural backfill, as shown on plans & specifications, to include all materials, testing, disinfection, labor and equipment to complete the work, complete and in place.	\$ 185.00	\$ 20,905.00	\$ 147.30	\$ 16,644.90
85	35	LF	Furnish and install 16" diameter DR14 C-905 PVC water pipe by open cut with non-structural backfill, as shown on plans & specifications, to include all materials, testing, disinfection, labor and equipment to complete the work, complete and in place.	\$ 85.00	\$ 2,975.00	\$ 93.60	\$ 3,276.00
86	158	LF	Furnish and install 16" steel casing, 3/8" thick, (excluding carrier pipe) as shown on plans & specifications, to include spacers, neoprene seal, and all materials, labor and equipment to complete the work, complete and in place.	\$ 164.00	\$ 25,912.00	\$ 109.40	\$ 17,285.20
87	85	LF	Furnish and install 24" steel casing, 3/8" thick, including 20 LF of non-conductive coating within the pipeline easement (excluding carrier pipe) as shown on plans & specifications, to include spacers, neoprene seal, and all materials, labor and equipment to complete the work, complete and in place.	\$ 192.00	\$ 16,320.00	\$ 146.25	\$ 12,431.25
88	14	EA	Furnish and install 8"- 45" MJ Bend with thrust blocking as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$ 350.00	\$ 4,900.00	\$ 344.00	\$ 4,816.00
89	1	EA	Furnish and install 12"- 11.25" MJ Bend with thrust blocking as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$ 550.00	\$ 550.00	\$ 510.00	\$ 510.00
90	8	EA	Furnish and install 16"- 45" MJ Bend with thrust blocking as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$ 1,020.00	\$ 8,160.00	\$ 960.00	\$ 7,680.00

				LARRY YOUNG PAVING COLLEGE STATION, TX		BRAZOS PAVING INC. BRYAN, TX	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
91	2	EA	Furnish and Install 12"x12"x8" MJ Tee with thrust blocking as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$ 740.00	\$ 1,480.00	\$ 680.00	\$ 1,360.00
92	1	EA	Furnish and Install 16"x16" MJ Tee with thrust blocking as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$ 1,815.00	\$ 1,815.00	\$ 1,540.00	\$ 1,540.00
93	1	EA	Furnish and Install 16"x12" reducer as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$ 685.00	\$ 685.00	\$ 725.00	\$ 725.00
94	4	EA	Furnish and Install 8" MJ Gate Valve and box with thrust blocking, as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$ 1,200.00	\$ 4,800.00	\$ 1,250.00	\$ 5,000.00
95	5	EA	Furnish and Install 12" MJ Gate Valve and box with thrust blocking, as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$ 2,250.00	\$ 11,250.00	\$ 2,220.00	\$ 11,100.00
96	2	EA	Furnish and Install 16" MJ Gate Valve and box with thrust blocking, as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$ 7,200.00	\$ 14,400.00	\$ 8,200.00	\$ 16,400.00
97	7	EA	Connect to existing waterline, all sizes, as shown on plans & specifications to include all required fittings, adapters, etc., all material, labor and equipment to complete the work.	\$ 1,800.00	\$ 12,600.00	\$ 950.00	\$ 6,650.00
98	484	LF	Trench Safety	\$ 4.00	\$ 1,936.00	\$ 1.15	\$ 556.60
Subtotal: Water				\$	154,206.00	\$	144,218.85
SANITARY SEWER FORCE MAIN							
99	207	LF	Cap and Remove 6" PVC Force Main, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 20.00	\$ 4,140.00	\$ 22.00	\$ 4,554.00
100	100	LF	Furnish and Install 6" diameter SDR-26-D2241 PVC sewer force main pipe with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 60.00	\$ 6,000.00	\$ 75.00	\$ 7,500.00
101	122	LF	Furnish and Install 6" diameter SDR-26-D2241 PVC sewer force main pipe with non-structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$ 32.00	\$ 3,904.00	\$ 36.00	\$ 4,392.00
102	85	LF	Furnish and install 14" steel casing, 3/8" thick, including 25 LF of non-conductive coating within the pipeline easement (excluding carrier pipe) as shown on plans & specifications, to include spacers, neoprene seal, and all materials, labor and equipment to complete the work, complete and in place.	\$ 155.00	\$ 13,175.00	\$ 105.15	\$ 8,937.75
103	11	EA	Furnish and Install 6"-45" MJ Bend with thrust blocking as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$ 330.00	\$ 3,630.00	\$ 290.00	\$ 3,190.00
104	1	EA	Furnish and Install 6"-22.5" MJ Bend with thrust blocking as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$ 330.00	\$ 330.00	\$ 290.00	\$ 290.00
105	2	EA	Furnish and Install 6"-11.25" MJ Bend with thrust blocking as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$ 330.00	\$ 660.00	\$ 287.00	\$ 574.00
106	2	EA	Connect to existing 6" force main as shown on plans & specifications to include all required fittings, adapters, etc., all material, labor and equipment to complete the work.	\$ 1,200.00	\$ 2,400.00	\$ 1,342.00	\$ 2,684.00
107	1	LS	Furnish and provide all sewer by-pass pumping during the installation of the sewer line system including temporary fittings, plugs, boots, and wet well pumping. To include all materials, labor and equipment to complete the work, complete and in place.	\$ 5,000.00	\$ 5,000.00	\$ 4,872.00	\$ 4,872.00
108	222	LF	Trench Safety	\$ 4.00	\$ 888.00	\$ 1.15	\$ 255.30
Subtotal: Sanitary Sewer Force Main				\$	40,127.00	\$	37,249.05
Total Bid				\$	3,275,747.08	\$	3,651,755.90
Bid Certification				Y		Y	
Bid Bond				Y		Y	
Addenda Acknowledged				Y		Y	

NOTES:

Larry Young Paving - Subtotals and Total Bid were calculated wrong the highlighted is correct.



Legislation Details (With Text)

File #:	19-0504	Version:	1	Name:	Greens Prairie Temp Speed Reduction
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	9/9/2019	In control:		In control:	City Council Regular
On agenda:	9/26/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action regarding an ordinance temporarily amending Chapter 38, Section 38-1013, of the Code of Ordinances by changing the posted speed limit on the section of Greens Prairie Road between 1000' west of Woodlake Drive to the Royder Road Intersection to 30 mph for the duration of the Greens Prairie Road Widening Phase 1 project.				
Sponsors:	Emily Fisher				
Indexes:					
Code sections:					
Attachments:	Greens Prairie Phase 1 CH 38 Temp Speed Limit Project Map				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation, discussion, and possible action regarding an ordinance temporarily amending Chapter 38, Section 38-1013, of the Code of Ordinances by changing the posted speed limit on the section of Greens Prairie Road between 1000' west of Woodlake Drive to the Royder Road Intersection to 30 mph for the duration of the Greens Prairie Road Widening Phase 1 project.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

Recommendation(s): Staff recommends approval.

Summary: The City is widening Greens Prairie from a two lane to a four lane roadway with median. The project will include the reconstruction of the road subgrade, placement of concrete, curb and gutter, utilities, illumination, and multi-use path. The project is estimated to take one year to complete.

Due to reduced travel lanes and the close proximity of motorists in the construction zone to workers and equipment, staff is pursuing the temporary establishment of a 30 mph construction zone speed limit, which will lower the speed limit from the posted speed limit of 40 mph along Greens Prairie. The temporary speed reduction ordinance will expire at the completion of the project.

Budget & Financial Summary: n/a

Attachments:

1. Speed Reduction Ordinance
2. Project Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, "TRAFFIC AND VEHICLES," ARTICLE VI "TRAFFIC SCHEDULES," SECTION 38-1013 "TRAFFIC SCHEDULE XIII, TEMPORARY SPEED LIMITS," ON GREENS PRARIE ROAD OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, 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 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1013 "Traffic Schedule XIII, Speed Limits," of The Code of Ordinances of The City of College Station, Texas, be amended as set out in **Exhibit "A"** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar (\$1.00) and not more than two thousand dollars (\$2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Chapter 38, “Traffic and Vehicles,” Article VI. “Traffic Schedules,” Section 38-1013 “Traffic Schedule XIII, Temporary Speed Limits,” is hereby amended to read as follows by adding:

Greens Prairie Road, for traffic moving east and west from approximately .189 miles west of Woodlake Drive to Royder Road intersection, the speed limit shall be thirty (30) miles per hour in construction areas when temporary speed signs are posted. After project completion and when temporary speed limit signs are removed, speed zones shall revert to the original speed zone of forty (40) miles per hour. This ordinance does not repeal any speed limit ordinances in Sec. 38-17.

Legislation Details (With Text)

File #:	19-0505	Version:	1	Name:	Holleman Dr Speed Ordinance
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	9/9/2019	In control:		In control:	City Council Regular
On agenda:	9/26/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, Section 38-1012 of the Code of Ordinances by changing the posted speed limit on the section of Holleman Drive South between North Dowling Road to the Rock Prairie West Road Intersection to 40 mph.				
Sponsors:	Emily Fisher				
Indexes:					
Code sections:					
Attachments:	13. CH 38 Speed Limits Ord FORM Holleman Project Location Speed Limit				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, Section 38-1012 of the Code of Ordinances by changing the posted speed limit on the section of Holleman Drive South between North Dowling Road to the Rock Prairie West Road Intersection to 40 mph.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

Recommendation(s): Staff recommends approving

Summary: The City has widened Holleman Drive South from a two lane to a four lane roadway with median/center turn lane. The project included the reconstruction of the road subgrade, placement of concrete, curb and gutter, utilities, illumination, and multi-use path.

With the design of the widened roadway it was recommended that the speed limit of the roadway should be forty (40) mph instead of the speed limit prior to construction of sixty (60). There has been a lower temporary speed limit of thirty (30) mph in place during the duration of construction.

Budget & Financial Summary: n/a

Attachments:

1. Speed Change Ordinance
2. Project Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE VI “TRAFFIC SCHEDULES,” SECTION 38-1012 “TRAFFIC SCHEDULE XII, SPEED LIMITS,” AT HOLLEMAN DRIVE SOUTH OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, 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 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1012 “Traffic Schedule XII, Speed Limits,” of The Code of Ordinances of The City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar (\$1.00) and not more than two thousand dollars (\$2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

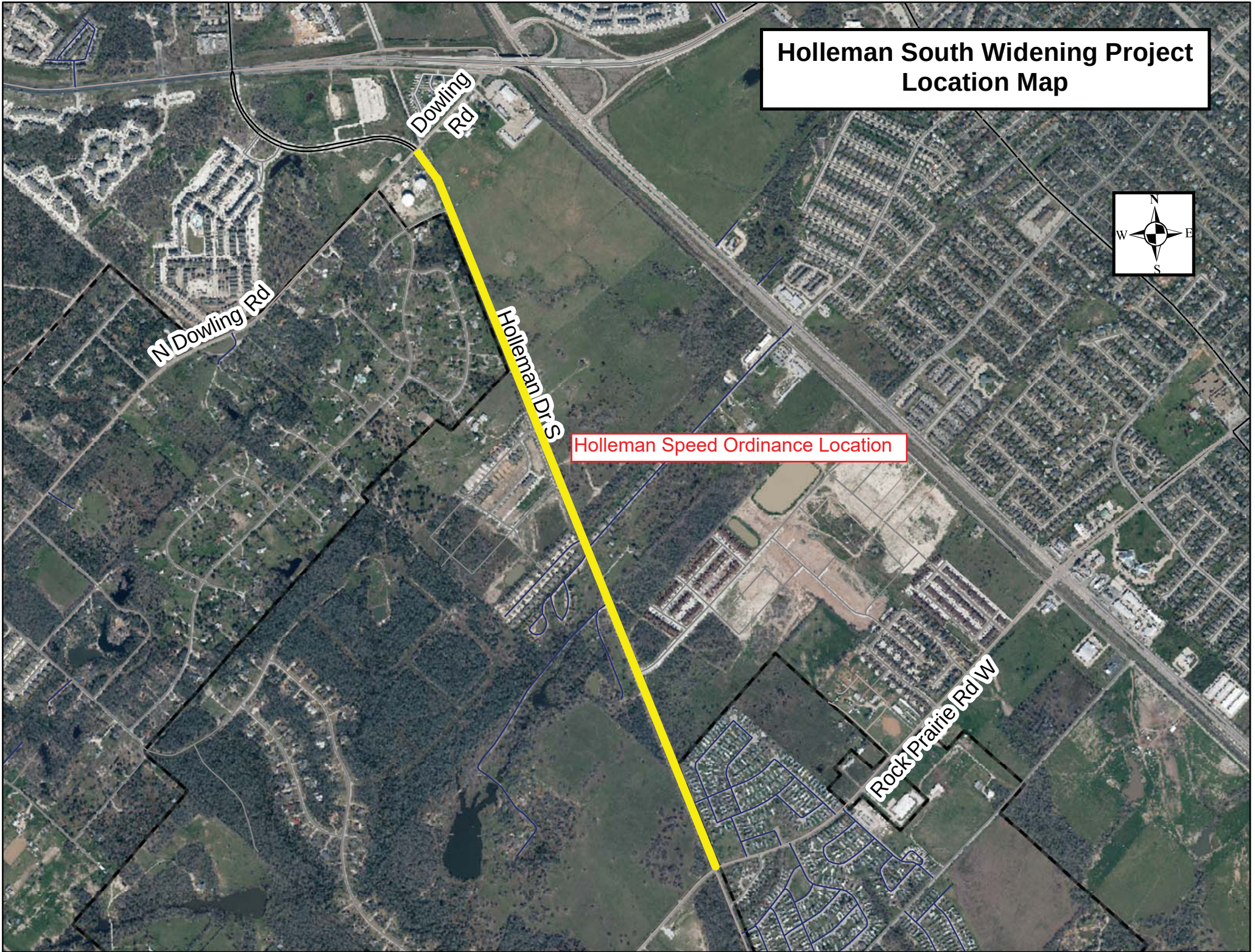
City Attorney

Exhibit A

That Chapter 38, “Traffic and Vehicles,” Article VI. “Traffic Schedules,” Section 38-1012 “Traffic Schedule XII, Speed Limits,” is hereby amended by adding the following:

Hollman Drive South, for traffic moving north and south from the intersection of Rock Prairie Road West to the intersection of North Dowling Road the speed limit shall be forty (40) miles per hour.

Holleman South Widening Project Location Map



Legislation Details (With Text)

File #:	19-0491	Version:	1	Name:	FY -2018 Assistance to Firefighters Grant (AFG)
Type:	Presentation	Status:		Status:	Agenda Ready
File created:	9/6/2019	In control:		In control:	City Council Regular
On agenda:	9/26/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action regarding a resolution accepting the FY-2018 Assistance to Firefighters Grant (AFG) in the amount of \$315,597.				
Sponsors:	Jonathan McMahan				
Indexes:					
Code sections:					
Attachments:	EMP Resolution.pdf EMW-2018-FO-01385 - Award Package.pdf				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation, discussion, and possible action regarding a resolution accepting the FY-2018 Assistance to Firefighters Grant (AFG) in the amount of \$315,597.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure
- Diverse Growing Economy
- Sustainable City

Recommendation(s): Staff recommends acceptance of this resolution.

Summary: The Department of Homeland security has provided notification of a grant award. The application submitted for the Fiscal Year (FY) 2018 Assistance to Firefighters Grant (AFG) funding opportunity has been approved in the amount of \$286,906.36 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.00 percent of the Federal funds awarded, or \$28,690.64 for a total approved budget of \$315,597.00

The funding will be used for Blue Card Hazard Zone Incident Command Training and Certification Program and Source Capturing Diesel Exhaust Removal Systems for the fire stations.

Budget & Financial Summary: The Fire Department budget will be impacted by \$28,690.64

Attachments: AFG Award Letter & Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION ACCEPTING AND APPROVING THE FY-2018 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) IN THE AMOUNT OF \$315,597.

WHEREAS, the Department of Homeland Security established the Assistance to Firefighter's Grant providing fire departments throughout the nation to compete for federal funding; and

WHEREAS, it is the City's responsibility to compete for these federal funding sources to lessen the impact to our citizens and their tax dollar, and

WHEREAS, the College Station Fire Department was awarded an FY-2018 Assistance to Firefighters Grant EMW-2018-FO-01385 in the amount of \$315,597; and

WHEREAS, the City Council for the City of College Station, Texas desires to accept the FY-2018 Assistance to Firefighters Grant EMW-2018-FO-01385 in the amount of \$315,597.

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

PART 1: That the City Council hereby accepts the FY-2018 Assistance to Firefighters Grant EMW-2018-FO-01385.

PART 2: That this resolution shall take effect immediately from and after its passage.

ADOPTED this ____ day of _____, 2019.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Mike Clements
City Of College Station
P.O. BOX 9960
COLLEGE STATION, TX 77842



EMW-2018-FO-01385

Dear Mike Clements,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2018 Assistance to Firefighters Grant (AFG) funding opportunity has been approved in the amount of \$286,906.36 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.00 percent of the Federal funds awarded, or \$ 28,690.64 for a total approved budget of \$ 315,597.00 . Please see the FY 2018 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2018 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bridget Bean", is written over a light blue horizontal line.

Bridget Bean
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2018 Assistance to Firefighters Grant

Recipient: City Of College Station

DUNS number: 040330300

Award number: EMW-2018-FO-01385

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2018 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$168,700.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$146,897.00
Federal	\$286,906.36
Non-Federal	\$28,690.64
Total	\$315,597.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2018 AFG NOFO.

Approved request details:

Training

Incident Management Course (NFA/EMI/NWFCG)

DESCRIPTION

College Station Fire Department is requesting funds to support Blue Card Hazard Zone Incident Command Training and Certification Program (Blue Card). There are two components to the certification process. The first component is a 40-50 hour online learning program that represents the cognitive learning process. This is followed up with a 24-hour certification lab that represents the manipulative learning process of the course.

BUDGET CLASS

CHANGE FROM APPLICATION

Description changed

JUSTIFICATION

FEMA does not deem the description as specialized training. No change to the budget request is needed.

Specialized

DESCRIPTION

College Station Fire Department is requesting funds to support Blue Card Hazard Zone Incident Command Training and Certification Program (Blue Card). There are two components to the certification process. The first component is a 40-50 hour online learning program that represents the cognitive learning process. This is followed up with a 24-hour certification lab that represents the manipulative learning process of the course.

QUANTITY	UNIT PRICE	TOTAL
1	\$146,897.00	\$146,897.00

BUDGET CLASS

Other

Modify Facilities

Source Capture Exhaust System(s)

DESCRIPTION

The College Station Fire Department is requesting source capturing diesel exhaust removal systems for three of our fire stations. This section will be for fire station 4 located at 1550 FM 2347.

QUANTITY	UNIT PRICE	TOTAL
4	\$17,475.00	\$69,900.00

BUDGET CLASS

Equipment

Source Capture Exhaust System(s)

DESCRIPTION

The College Station Fire Department is requesting source capturing diesel exhaust removal systems for three of our fire stations. This section will be for fire station 2 located at 2200 Rio Grande.

QUANTITY	UNIT PRICE	TOTAL
4	\$9,225.00	\$36,900.00

BUDGET CLASS

Equipment

Source Capture Exhaust System(s)

DESCRIPTION

The College Station Fire Department is requesting source capturing diesel exhaust removal systems for three of our fire stations. This section will be for fire station 1 located at 304 Holleman Dr E.

QUANTITY	UNIT PRICE	TOTAL
4	\$15,475.00	\$61,900.00

BUDGET CLASS

Equipment

Agreement Articles

Program: Fiscal Year 2018 Assistance to Firefighters Grant

Recipient: City Of College Station

DUNS number: 040330300

Award number: EMW-2018-FO-01385

Table of contents

Article 1	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article 2	DHS Specific Acknowledgements and Assurances
Article 3	Acknowledgement of Federal Funding from DHS
Article 4	Activities Conducted Abroad
Article 5	Age Discrimination Act of 1975
Article 6	Americans with Disabilities Act of 1990
Article 7	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article 8	Civil Rights Act of 1964 – Title VI
Article 9	Civil Rights Act of 1968
Article 10	Copyright
Article 11	Debarment and Suspension
Article 12	Drug-Free Workplace Regulations
Article 13	Duplication of Benefits
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Article 15	Energy Policy and Conservation Act
Article 16	False Claims Act and Program Fraud Civil Remedies
Article 17	Federal Debt Status
Article 18	Federal Leadership on Reducing Text Messaging while Driving
Article 19	Fly America Act of 1974
Article 20	Hotel and Motel Fire Safety Act of 1990
Article 21	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article 22	Lobbying Prohibitions
Article 23	National Environmental Policy Act
Article 24	Nondiscrimination in Matters Pertaining to Faith-Based Organizations

Article	Non-supplanting Requirement
25	
Article	Notice of Funding Opportunity Requirements
26	
Article	Patents and Intellectual Property Rights
27	
Article	Procurement of Recovered Materials
28	
Article	Rehabilitation Act of 1973
29	
Article	Reporting of Matters Related to Recipient Integrity and Performance
30	
Article	Reporting Subawards and Executive Compensation
31	
Article	SAFECOM
32	
Article	Terrorist Financing
33	
Article	Trafficking Victims Protection Act of 2000
34	
Article	Universal Identifier and System of Award Management (SAM)
35	
Article	USA Patriot Act of 2001
36	
Article	Use of DHS Seal, Logo and Flags
37	
Article	Whistleblower Protection Act
38	
Article	Acceptance of Post Award Changes
39	
Article	Prior Approval for Modification of Approved Budget
40	
Article	Disposition of Equipment Acquired Under the Federal Award
41	
Article	Environmental Planning and Historic Preservation
42	

Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget(OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances -Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations(C.F.R) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article 2 DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. .

Article 3 Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4	Activities Conducted Abroad Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information (PII) Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9 Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D)

Article 10 Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11 Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101).

Article 13 Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15 Energy Policy and Conservation Act

Recipients must comply with the requirements of The Energy Policy and Conservation Act Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 16 False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of The False Claims Act, 31 U.S.C. § 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article 17 Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 18 Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article 19 Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 20 Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, codified as amended at 15 U.S.C. § 2225.

Article 21 Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidancepublished-help-department-supported-organizations-provide-meaningfulaccess-people-limited> and additional resources on <http://www.lep.gov>.

Article 22 Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 23 National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 24 Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 25 Non-supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article 26 Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated hereby reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article 27 Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article 28 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 29 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 30 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 31 Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 32 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 33 Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 34 Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) codified as amended by 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 35 Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 36 USA Patriot Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article 37 Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article 38 Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 39 Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article 40 Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42 Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Obligating document

1. Agreement No. EMW-2018-FO-01385	2. Amendment No. N/A	3. Recipient No. 74-6000534	4. Type of Action AWARD	5. Control No. WX02674N2019T		
6. Recipient Name and Address City Of College Station 1101 Texas Ave College Station, TX 77840	7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742			
9. Name of Recipient Project Officer Jonathan McMahan	9a. Phone No. 979-764-3705	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960		
11. Effective Date of This Action 08/27/2019	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 09/03/2019 to 09/02/2020 Budget Period 09/03/2019 to 09/02/2020		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2019-F8-GB01 - P431-xxxx-4101-D	\$0.00	\$286,906.36	\$286,906.36	\$28,690.64
Totals			\$0.00	\$286,906.36	\$286,906.36	\$28,690.64
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Bridget Bean, Acting Assistant Administrator Grant Programs Directorate	08/27/2019



Legislation Details (With Text)

File #:	19-0501	Version:	1	Name:	Fun For All Ph 2 Construction Contract
Type:	Contract	Status:		Status:	Agenda Ready
File created:	9/9/2019	In control:		In control:	City Council Regular
On agenda:	9/26/2019	Final action:		Final action:	
Title:	Presentation, discussion, possible action regarding approval of a construction contract with CRT GC, dba Caprock Construction in the amount of \$1,810,044.44 for the construction of the Fun for All Playground Phase 2, an all abilities park at Central Park.				
Sponsors:	Emily Fisher				
Indexes:					
Code sections:					
Attachments:	Project Location Map				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation, discussion, possible action regarding approval of a construction contract with CRT GC, dba Caprock Construction in the amount of \$1,810,044.44 for the construction of the Fun for All Playground Phase 2, an all abilities park at Central Park.

Relationship to Strategic Goals: (Select all that apply)

Core Services and Infrastructure

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

Summary: The project includes the construction of Phase 2 of the Fun for All Playground which is an all abilities fully accessible park providing inclusive play for everyone. Phase 1 has been constructed at Stephen C. Beachy Central Park primarily by funds donated by charitable civic groups and private citizens. Since its grand opening Phase 1 has been highly utilized and continues to be a great success providing a much needed and desired accessible park for our community.

Phase 2 construction will increase the area of Phase 1 by connecting to it upon completion and include a stadium with bleachers and a ¼ scale artificial turf field and will be completely fenced. It will provide accessible restroom facilities on site, additional covered play areas including musical elements, two wheel chair accessible merry go rounds and a sensory panel maze. There will also be an area to honor all the donors that continue to make this park a success with their generosity.

Reviewed and Approved by Legal: Yes

Budget & Financial Summary: The budget for Fun for All Park - Phase II totals \$1,846,000. Funds have been received in the amount of \$1,300,000 from private citizens and charitable organizations which will be transferred to the city. In addition, budget is included in the

Community Parkland Zone C/D and Neighborhood Parkland Zone 3 in the amount of \$546,000.

Attachments:

1. Contract No. 19300801 (On file in the City's Secretary's Office)
2. Project Map

Fun for All Park Project Location Map



Southwest Pw E

Krenek Tap Rd

Dartmouth St

Stephen
C. Beachy
Central

Fun for All Park

Earl Rudder Fw S
Earl Rudder Fw S





Legislation Details (With Text)

File #:	19-0489	Version:	1	Name:	Public Hearing and Consideration of Budget Amendment #3
Type:	Presentation	Status:		Status:	Agenda Ready
File created:	9/4/2019	In control:		In control:	City Council Regular
On agenda:	9/26/2019	Final action:		Final action:	
Title:	Public Hearing, presentation, discussion, and possible action on Budget Amendment 3 amending Ordinance No. 2018-4048 which will amend the budget for the 2018-2019 Fiscal Year in the amount of \$325,000 and presentation, possible action and discussion on interfund transfers totaling \$125,000.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	FY19 BA #3 FY19 Budget Amendment #3 Ordinance				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Public Hearing, presentation, discussion, and possible action on Budget Amendment 3 amending Ordinance No. 2018-4048 which will amend the budget for the 2018-2019 Fiscal Year in the amount of \$325,000 and presentation, possible action and discussion on interfund transfers totaling \$125,000.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends the City Council approve Budget Amendment #3 and the interfund transfer.

Summary: The proposed budget amendment is to increase the FY19 budget appropriations by \$325,000. The charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover increased expenditures and after holding a public hearing on such budget amendment. Attached is a summary with a description of the items included on the proposed budget amendment. Also included are interfund transfers totaling \$125,000. Transfers between Funds require Council approval.

Budget & Financial Summary: The City has resources or can reasonably expect resources to cover the appropriations in this budget amendment. The attached summary has the complete description of the items included on the proposed budget amendment and a description of the interfund transfers. If approved, the net revised budget appropriations will be \$376,562,258.

Reviewed and Approved by Legal: Yes

Attachments:

1. FY19 Budget Amendment #3 Detail Listing
2. Ordinance

1. **Fleet Maintenance Fund - \$40,000 (Budget Amendment)**
Cover parts cost in excess of budget. Excessive heat has stressed the heavy duty vehicles in Fire and Solid Waste departments.
2. **PEG Fund - \$25,000 (Budget Amendment)**
Contract Labor has exceeded budget due to increased programming. Expenses will be within the not-to-exceed amount of the contract, however, less than the full amount was included in the budget based on prior year's actual expenses.
3. **Employee Benefits Fund - \$185,000 (Budget Amendment)**
Claims in Medical and Pharmacy have continued to rise throughout the year; however, revenues have been higher than budgeted (by a total of \$465,000), offsetting this increase and resulting in a net increase of \$185,000.
4. **Utility Customer Service (UCS) Credit Card Processing Costs - \$75,000 (Budget Amendment)**
This item will cover the unexpected increase in credit card processing costs associated with utility payments. Budget originally anticipated a growth in costs, but actual FY19 credit card processing costs have exceeded budget and are expected to grow due to increase credit card use from a variety of financial institutions. This amendment will cover the remaining anticipated costs and will be funded out of existing UCS Fund balance.
5. **TIRZ18 funds redirected to GG CIP - \$125,000 (Net Zero Budget Transfer)** When TIRZ18 was dissolved in FY18, the funds that would have resulted from it remaining in place were pledged to the construction of City Hall. During the original FY19 budget process, the \$125,000 was directed toward the Debt Service Fund to offset any debt that would be incurred relating to the new City Hall. After analysis, this funding is no longer needed in that Fund. The new City Hall will be funded out of the General Government CIP Fund; therefore, the TIRZ18 funds that were pledged toward that project need to be redirected to GG CIP.

ORDINANCE NO. _____

AN ORDINANCE (BUDGET AMENDMENT #3) AMENDING ORDINANCE NO. 2018-4048 WHICH WILL AMEND THE BUDGET FOR THE 2018-2019 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, on September 27, 2018, the City Council of the City of College Station, Texas, adopted Ordinance No. 2018-4048 approving its Budget for the 2018-2019 Fiscal Year; and

WHEREAS, on February 25, 2019, the City Council of the City of College Station, Texas, adopted Budget Amendment #1 amending the 2018-2019 Budget; and

WHEREAS, on June 13, 2019, the City Council of the City of College Station, Texas, adopted Budget Amendment #2 amending the 2018-2019 Budget; and

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

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

PART 1: That Ordinance No. 2018-4048 is hereby amended by amending the 2018-2019 Budget adopted thereto by a net amount of \$325,000 as further detailed in Exhibit A attached hereto and incorporated herein for all purposes.

PART 2: That this Budget Amendment #3 shall be attached to and made a part of the 2018-2019 Budget.

PART 3: That except as amended hereby, Ordinance No, 2018-4048 shall remain in effect in accordance with its terms.

PART 4: That this ordinance shall become effective immediately after passage and approval.

PASSED and APPROVED this _____ day of _____ 2019.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney



Legislation Details (With Text)

File #:	19-0486	Version:	1	Name:	Fiscal Year 2019 - 2020 Budget Adoption
Type:	Presentation	Status:		Status:	Agenda Ready
File created:	9/4/2019	In control:		In control:	City Council Regular
On agenda:	9/26/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action on an ordinance adopting the City of College Station 2019-2020 Budget; and presentation, possible action and discussion ratifying the property tax revenue increase reflected in the budget.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	Appendix A1 - FY20 Budget Adoption Ordinance.pdf Copy of Appendix A1 - Attachment - IT Purchase list.pdf				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation, discussion, and possible action on an ordinance adopting the City of College Station 2019-2020 Budget; and presentation, possible action and discussion ratifying the property tax revenue increase reflected in the budget.

Recommendation(s): Staff recommends the City Council approve the ordinance adopting the proposed 2019-2020 budget with any changes the Council wishes to include. A summary of changes the City Council has discussed will be presented to the Council for consideration.

Staff also recommends the City Council ratify the property tax revenue increase reflected in the budget.

Summary: There are two actions in this agenda item.

First is the consideration of the 2019 - 2020 proposed budget. The City Council received the proposed budget on August 8, 2019 and held budget workshops on August 12th, August 13st and August 14th. The City Council held a public hearing on the proposed budget on September 12th. The charter requires that the City Council adopt a budget no later than September 27th.

The City Council will need to include any proposed revisions to the budget in the motion to adopt the budget.

The second action is ratification of the property tax revenue increase reflected in the budget. This action is required due to recently enacted legislation. House Bill 3195 amends the local government code to say the following:

"(c) Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate as required by Chapter 26, Tax Code, or other law."

The proposed budget will result in additional property tax revenues over last year of \$5,288,326.

The proposed tax rate is \$0.534618 per \$100 assessed valuation which is a \$0.28777 cent per \$100 of assessed valuation increase over the FY19 tax rate.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A BUDGET FOR THE 2019-20 FISCAL YEAR AND AUTHORIZING EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, a proposed budget for the fiscal year October 1, 2019, to September 30, 2020, was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the Charter of the City of College Station, Texas, notice of said hearing having first been duly given; and

WHEREAS, the City Council has reviewed and amended the proposed budget and changes as approved by the City Council have been identified and their effect included in the budget; now therefore,

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

PART 1: That the proposed budget as amended by the City Council of the City of College Station, which is made a part hereof to the same extent as if set forth at length herein, is hereby adopted and approved, a copy of which is on file in the Office of the City Secretary in College Station, Texas.

PART 2: That authorization is hereby granted for the expenditure of the same under the respective items contained in said budget with the approved fiscal and budgetary policy statements of the City.

PART 3: That the City Manager is hereby authorized to assign the City's fund balance. The assigned fund balance includes amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed. The City Manager may assign the fund balance only as such assignments, unlike commitments, are not permanent and a formal action is not required for the removal of an assignment, and further, assignment of the fund balance may not result in a deficit in the unassigned fund balance.

PART 4: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby authorized to approve and execute contracts and documents authorizing the payment of funds and to expend public funds for expenditures that are \$100,000 or less; to approve and execute change orders authorizing the expenditure of funds pursuant to the TEXAS LOCAL GOVERNMENT CODE or as provided in the original contract document or in accordance with the applicable Finance administrative procedure. The intent of this section is to provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

PART 5: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby, authorized to provide for transfers of any unexpended or unencumbered appropriation balance within each of the various departments in the

General Fund and within any other fund of the City and to authorize transfers of Contingent Appropriations within a fund up to an amount equal to expenditures that are \$100,000 or less.

PART 6: That the City Council hereby approves the funding and the purchases that are made pursuant to interlocal agreements as provided by CHAPTER 271, SUBCHAPTERS (D) AND (F) of the TEXAS LOCAL GOVERNMENT CODE in this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to approve and execute contracts and documents authorizing the payment of funds, and to expend public funds that have been expressly designated, approved, and appropriated in this budget for new and replacement equipment as set out in the 2019-20 Fiscal Year Fleet and Equipment Replacement Funds, and technology related hardware and software as set out in Attachment “A” to this Ordinance.

PART 7: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby authorized to approve and execute all contracts and documents authorizing the payment of funds and to expend public funds for expenditures related to the Enterprise Resource Planning (ERP) System; to approve and execute change orders authorizing the expenditure of funds pursuant to the TEXAS LOCAL GOVERNMENT CODE or as provided in the original contract documents. Expenditures must be appropriated from available funds. The intent of this section is to provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

PART 8: That this ordinance shall become effective immediately after passage and approval.

PASSED AND APPROVED THIS 26th DAY OF SEPTEMBER, 2019.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

ORDINANCE NO.

Potential Technology Purchases made through a variety of Cooperative Purchasing Interlocal agreements as provided by Chapter 271, Subchapters (D) and (F) of the Texas Local Government Code.

ITEM	Quantity	Estimated Avg. Unit Cost	Projected Total
Scheduled Replacement/Repair/Additions			
Replacement Computers	300	1,100	330,000
Replacement Monitors	150	120	18,000
Replacement Printers	20	950	19,000
Replacement Copiers			50,000
Replacement Scanners			13,000
Printer replacement Parts			3,000
PC Replacement Parts (Video Cards, Hard Drive & Memory)			5,000
Replacement Public Safety Mobile Data Terminals			440,000
Replace single server	3	10,000	30,000
Server replacement parts			10,000
Server OS replacement/upgrade			25,000
Video Surveillance Project Phase 3 and other camera additions			350,000
SQL Std	10	4,000	40,000
Replacement UPS battery/units			25,000
Estimated Additional Desktop Software			35,000
Includes but not limited to New & Upgrade versions of Adobe Acrobat, PageMaker, Photoshop Illustrator, Premier, Audition, Project, Visio, Vstudio.net, AutoCAD, Crystal, Corel Draw			
Computer Network Maint. and Equipment Replacement			40,000
Motorola Radio Repair/Replacement			37,000
Telephone Repair/Replacement			20,000
Fiber ring expansion			225,000
Subtotal - Scheduled Replacement			1,715,000
Service Level Adjustments			
Virtual Servers			62,000
Firewall Refresh			180,000
Retain Replacement			60,000
Subtotal - Service Level Adjustments			302,000
Unscheduled Replacements/Additions			
Estimated Additional Computer setups not identified specifically in budget includes but not limited to: Monitor, network card, extended warranty, added memory	75	1,100	82,500
Estimated Standard Desktop Software not identified specifically in budget Includes but not limited to: Microsoft Office , Trend, Microsoft Windows client access license, Novell ZenWorks			20,000
Estimated Additional Desktop Software Includes but not limited to New & Upgrade versions of Adobe Acrobat, PageMaker, Photoshop Illustrator, Premier, Audition Project, Visio, Vstudio.net AutoCAD, Crystal Corel Draw, Cognos			20,000

ORDINANCE NO.

Potential Technology Purchases made through a variety of Cooperative Purchasing Interlocal agreements as provided by Chapter 271, Subchapters (D) and (F) of the Texas Local Government Code.

ITEM	Quantity	Estimated Avg. Unit Cost	Projected Total
Estimated Additional Printers/Plotters			12,000
Estimated Computer misc. parts includes: hard drives, network cards, network cards, network cables			10,000
Estimated Monitor upgrades includes: larger than standard			5,000
Estimated Additional Scanners	20	800	16,000
Estimated Additional Mobile Devices/ Toughbook, laptops, tablets	65	1,800	117,000
Estimated Network Upgrades			20,000
Estimated Motorola Radio Repair/Replacement			15,000
Sub-Total Unscheduled Replacement/Additions			317,500
Phone System Maintenance			
Cisco_SmartNet Maintenance			65,000
Subtotal - Phone System Maintenance			65,000
Network Software on Master License Agreement (MLA)			
Microsoft Enterprise Agreement			100,000
Added Office365 and services			200,000
Diskeeper			4,500
Voremetrics Encryption Software			5,500
Solarwinds			15,000
CommVault			40,000
VMWARE support through VMWare	38	1,200	45,600
Vcenter Support	2	1,499	2,998
ZenWorks Configuration Management - 904 nodes			11,000
ZenWorks Asset Management -904 nodes			4,700
ZenWorks Patch Management - 904 nodes			8,000
City Works Premium License			100,000
Faster Maintenance			18,000
Subtotal - Network Software on MLA			437,298
PC Hardware and Software Maintenance/Subscriptions			
HP Printer/Plotter Maintenance			1,500
AutoCAD			17,000
Adobe Creative Suite			15,000
Barracuda Spam/Spyware			5,500
Firewall Maintenance			70,000
Aruba Maintenance			5,000
Siemens Access Control System			28,000
Subtotal - PC Software Maintenance			142,000
IBM Hardware and Software Maintenance			
Hardware Maintenance (2 power 7's)			15,000
Power 7 Software Subscription and Support	2	9,000	18,000
Subtotal - IBM Hardware and Software Maintenance			33,000

Grand Total 3,011,798

Service Level Adjustments

Virtual Servers

Firewall Refresh

Retain Replacement

Subtotal - Service Level Adjustments

62,000

180,000

60,000

302,000

Project

Communication Infrastructure Improvements

This project is to allow for redundant communications to the major plant facilities by the use of Fiber Optics or Wireless if fiber path is not available. Sigma Solutions (DTS) for Cisco Wireless Solutions, multiple vendors for fiber optic cable and optics.

Fiber to Lift Stations

Various Lengths Single Mode 48 fiber @ 0.55 per foot as per Peachtree Telecomm GSA schedule. Optics to light fiber are on DIR.

CCWWTP Security Cameras

Projected Cost

30,000

64,000

43600



Legislation Details (With Text)

File #:	19-0487	Version:	1	Name:	Ad Valorem Tax Rate Adoption
Type:	Presentation	Status:		Status:	Agenda Ready
File created:	9/4/2019	In control:		In control:	City Council Regular
On agenda:	9/26/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action on approval of an ordinance adopting the City of College Station 2019-2020 ad valorem tax rate of \$0.534618 per \$100 assessed valuation, the debt service portion being \$0.221444 per \$100 assessed valuation and the operations and maintenance portion being \$0.313174 per \$100 assessed valuation.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	Appendix A2 - FY20 Tax Rate Ordinance.pdf				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation, discussion, and possible action on approval of an ordinance adopting the City of College Station 2019-2020 ad valorem tax rate of \$0.534618 per \$100 assessed valuation, the debt service portion being \$0.221444 per \$100 assessed valuation and the operations and maintenance portion being \$0.313174 per \$100 assessed valuation.

Recommendation(s): Staff recommends Council adopt the tax rate of \$0.534618 per \$100 assessed valuation.

Summary: On August 12th, the City Council discussed the tax rate and called two public hearings on a tax rate of \$0.534618. This is a \$0.08341 cent increase from the current tax rate.

The tax rate must be adopted as two separate components - one for Operations and Maintenance and one for Debt Service.

\$0.313174	O&M
<u>\$0.221444</u>	Debt Service
\$0.534618	Total Tax Rate

This is the tax rate that was used to prepare the proposed budget. If the City Council adopts a tax rate lower than the proposed rate, the budget will have to be amended and reduced.

Current Tax Rate:	\$0.505841
Effective Tax Rate:	\$0.495757
Rollback Rate:	\$0.534618
Proposed Tax Rate:	\$0.534618

Budgetary and Financial Summary: The proposed tax rate of \$0.534618 per \$100 assessed valuation will generate approximately \$51.7 million. The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

Attachments:

1. Tax Rate Ordinance - \$0.534618 per \$100 assessed valuation

ORDINANCE NO. _____

AN ORDINANCE LEVYING THE AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF COLLEGE STATION, TEXAS, AND PROVIDING FOR THE GENERAL DEBT SERVICE FUND FOR THE YEAR 2019-20 AND APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSES.

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

SECTION 1. That there is hereby levied and there shall be collected for the use and support of the municipal government of the City of College Station, Texas, and to provide General Debt Service for the 2019-20 fiscal year upon all property, real, personal and mixed within the corporate limits of said city subject to taxation, a tax of fifty-three and forty-six hundredths and eighteen thousand cents (\$0.534618) on each one hundred dollar (\$100.00) valuation of property, and said tax being so levied and apportioned to the specific purpose herein set forth:

1. For the maintenance and support of the general government (General Fund), thirty-one and thirty-one hundred and seventy-four thousand cents (\$0.313174) on each one hundred dollar (\$100.00) valuation of property; and
2. For the general obligation debt service (Debt Service Fund), twenty-two and fourteen hundred and forty-four thousand cents (\$0.221444) on each one hundred dollars (\$100.00) valuation of property to be used for principal and interest payments on bonds and other obligations of the fund.

SECTION II. All moneys collected under this ordinance for the specific items therein named, shall be and the same are hereby appropriated and set apart for the specific purpose indicated in each item and the Assessor and Collector of Taxes and the Chief Financial Officer shall keep these accounts so as to readily and distinctly show the amount collected, the amounts expended and the amount on hand at any time, belonging to such funds. It is hereby made the duty of the Tax Assessor and Collector to deliver a statement at the time of depositing any money, showing from what source such taxes were received and to what account (General Fund or General Debt Service Fund) the funds were deposited.

SECTION III. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 10.63 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$27.67.

SECTION IV. That this ordinance shall take effect and be in force from and after its passage.

PASSED AND APPROVED THIS 26th DAY OF SEPTEMBER, 2019.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

Legislation Details (With Text)

File #:	19-0478	Version:	1	Name:	Official Naming of Southeast Park
Type:	Presentation	Status:		Status:	Agenda Ready
File created:	8/27/2019	In control:		In control:	City Council Regular
On agenda:	9/26/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action regarding the official naming of Southeast Park and the 8 fields within the complex.				
Sponsors:	David Schmitz				
Indexes:					
Code sections:					
Attachments:	March 12 2019 minutes SECP Concept 20161111_Edit August 13, 2019 minutes				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation, discussion, and possible action regarding the official naming of Southeast Park and the 8 fields within the complex.

Relationship to Strategic Goals:

1. Financial Sustainability
2. Core Services and Infrastructure
3. Diverse & Growing Economy

Recommendation(s): Staff recommends approval of support for the naming of Southeast Park as Texas Independence Ballpark Midtown College Station and, subsequently, the fields as Gonzales, Goliad, Alamo, San Jacinto, Sabine River, Rio Grande, Red River and Lone Star.

Summary: Official naming of the complex and fields temporarily listed as Southeast Park.

- ☐ Recommendation meets all criteria and guidelines as laid out in the naming policy.
- ☐ The naming concept was proposed by a subcommittee of the Parks & Recreation Advisory Board and received unanimous approval from the full board on March 12, 2019.
- ☐ The item went back to the Parks & Recreation Advisory Board on August 13, 2019, based on a request from Economic Development. At that time, the board unanimously passed the official name to include "Midtown College Station".

Attached is a layout of the fields. It should be noted that for Fields 1-4, they are named for historically, significant battles fought on behalf of Texas Independence. Fields 5-6 and 8 are named for the state's three boundary rivers and are geographically located, accordingly (North | Red River, East | Sabine River, South | Rio Grande). Field 7, the championship field, is "Lone Star" to symbolize TEXAS!

Budget & Financial Summary: NA

Reviewed and Approved by Legal: NA

Attachments:

- 1) Parks and Recreation Advisory Board Recommendation - March 12 & August 13
- 2) Conceptual Map



PARKS AND RECREATION ADVISORY BOARD AGENDA



**TUESDAY MARCH 12, 2019
REGULAR MEETING MINUTES ~ 6:00 p.m.
Lick Creek Nature Center
13600 Rock Prairie Rd.
College Station, TX 77845**

Staff Present:

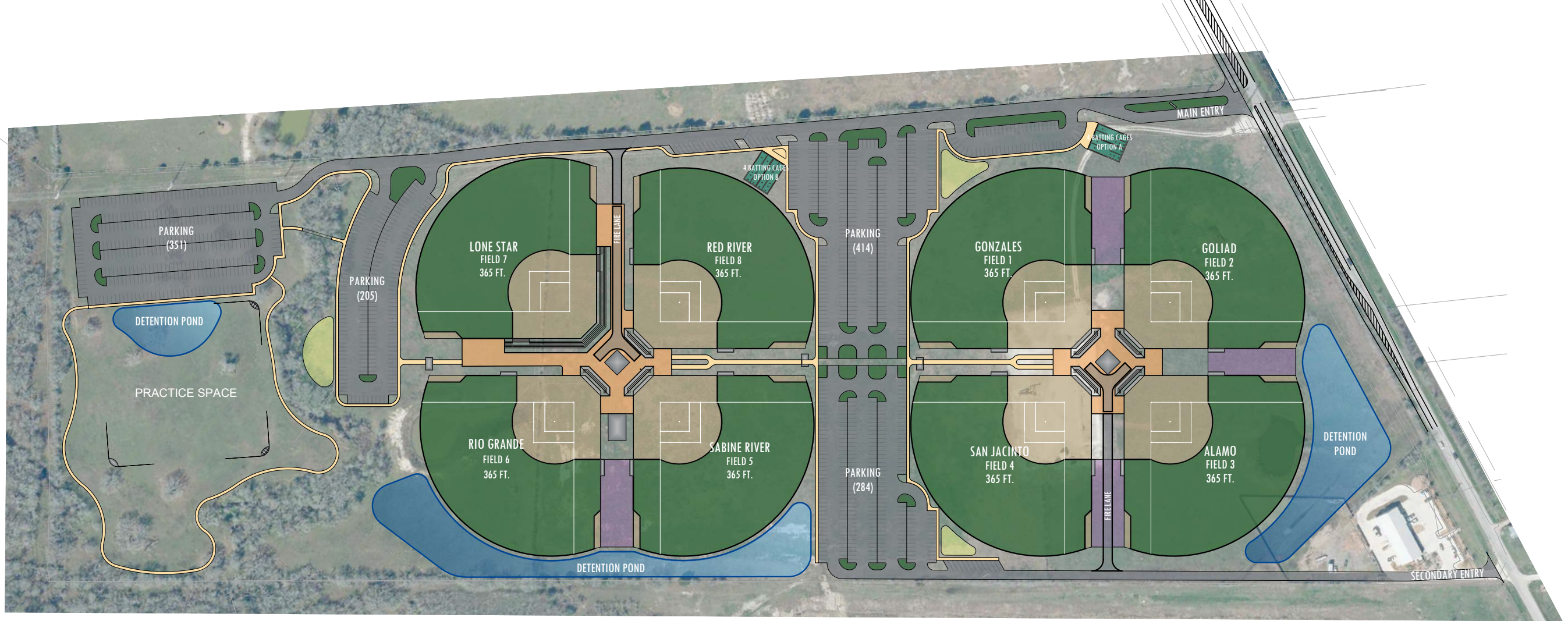
Kelly Kelbly, Assistant Director; Reena Gonzalez, Staff Assistant

Board Present:

Don Hellriegel; Joel Cantrell; Thomas Marty; Paul Dyson; Madeline Giroir; John Polasek; Rhys Blavier

1. **Call to order and Roll Call.** The meeting was called to order with a quorum present at 6:02 p.m.
2. **Possible action concerning requests for absences of members.** Absence approved for Ann Hays and Megan Fuentes
3. **Hear visitors.** Visitors spoke about invasive species at Bee Creek and Lemon Tree
4. **Consideration, possible approval, and discussion of minutes from the February 12, 2019 meeting.** Thomas Marty made a motion to approve the minutes, and John Polasek seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.
5. **Presentation, discussion, possible action, regarding update on Council Direction for Thomas Pool.** Kelly Kelbly spoke about the Council Retreat and direction given for Thomas Park. It was discussed that Thomas Pool was not off the table and they will be going to council on April 25th to discuss future idea within the park. Staff is working on plugging in possible amenities ideas of what could be added or rebuilt within Thomas Park, as well as the capital that will be needed. This item will come to the board on April 9th.
6. **Presentation, discussion, and possible action on Southeast Park Naming.** The subcommittee met on March 6th on the naming of Southeast Park, the members are Paul Dyson, Thomas Marty and Don Hellriegel. They recommended park and field while a video was shown on the phases of Southeast Park. Thomas Marty made a motion to approve the naming, and Rhys Blavier seconded the motion. The vote was called. All were in favor, and the motion passed unanimously. Official recommendation is: Texas Independence Park with fields, respectively, named Gonzales, Goliad, Alamo, San Jacinto, Sabine River, Rio Grande River, Lone Star and Red River.
7. **Strategic planning: Short and Long term.**
 - **Presentation, discussion, possible action regarding Park and Recreation Advisory Board Goals.** Informational item only. No action was taken.
8. **Report, possible action, and discussion concerning the current Parks Projects Summary and Dedications of Less than Five Acres from Kelly Kelby on behalf of Rusty Warncke.** Informational item only, no action was taken.

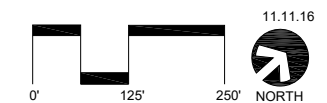
9. **Adjourn.** Paul Dyson made a motion to adjourn the meeting, and Madeline Giroir seconded the motion. The vote was called. All were in favor, and the meeting adjourned at 06:45 p.m.



Texas Independence Ballpark (Southeast)

Midtown College Station - (8) 365 ft. fields

CLIENT | CITY OF COLLEGE STATION
DESIGN | HALFF ASSOCIATES



LEGEND
WARMUP AREA
TAILGATE AREA

PARKING: 1,254 SPACES
SEATING: 2,550 SEATS
STANDARD FIELD: 150 SEATS EA.
CHAMPIONSHIP FIELD: 1,500 SEATS



PARKS AND RECREATION ADVISORY BOARD AGENDA



Tuesday August 13, 2019
REGULAR MEETING~6:00 PM
Meyer Senior & Community
Center
2275 Dartmouth St.
College Station, TX 77845

Staff Present:

David Schmitz, Director; Kelly Kelbly, Assistant Director; Rusty Warncke, Project Manager; Andrea Lauer, Administrative Support Specialist

Board Present:

Kevin Henderson; Joel Cantrell; Don Hellriegel; Thomas Marty; John Polasek; Ann Hays; Megan Fuentes; Paul Dyson

- 1. Call to order and Roll Call.** The meeting was called to order with a quorum at 6:00 p.m.
- 2. Possible action concerning requests for absences of members.** Madeline Giroir requested an absence. Megan Fuentes made a motion to approve the absence, and Ann Hays approved the motion. The vote was called. All were in favor, and the motion passed unanimously.
- 3. Hear visitors.** None.
- 4. Consideration, discussion and possible approval of minutes from the July 09, 2019 meeting.** Ann Hays made a motion to approve the amended minutes, and John Polasek approved the motion. The vote was called. All were in favor, and the motion passed unanimously.
- 5. Presentation, discussion, possible action on Senior Advisory Committee Report.** Janet Wood from Senior Advisory Committee spoke about how thankful they are to have the new Bob and Wanda Meyer Senior and Community Center but she also wanted to share a few concerns like some of the chairs are uncomfortable, no shade cover on windows to help with the heat and cramped space. This item was informational only. No action was taken.
- 6. Presentation, discussion, possible action on naming Southeast Community Park.** Natalie Ruiz, Director of Economic Development and Aubrey Nettles, Economic Development Manager gave a presentation. Thomas Marty made a motion to name the Southeast Community Park ~Texas Independence Ballpark Midtown College Station. Ann Hays seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.

- 7. Presentation, discussion, possible action on Texas Historical Marker Application.** David Schmitz stated that the marker would be placed in Steeplechase Park. Thomas Marty made a motion to approve the location. Paul Dyson seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.
- 8. Presentation, discussion, possible action on Fun For All Playground Phase 2 Update.** David Schmitz gave an update on Phase 2. Informational item only. No action taken.
- 9. Strategic Planning: Short and Long term.**
- **Presentation, possible action, and discussion regarding Parks and Recreation Advisory Board Goals.** Informational item only. No action taken.
- 10. Report, possible action, and discussion concerning the current Parks Projects Summary and Dedications of Less than Five Acres from Rusty Warncke.**
- **None.** Informational item only. No action taken.
- 11. Presentation, possible action, and discussion on future agenda items:** A Board Member 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.
Next Meeting: September 10, 2019
- 12. Adjourn.** Thomas Marty made a motion to adjourn the meeting, and Paul Dyson seconded the motion. The vote was called. All were in favor, and the meeting adjourned at 7 p.m.

This building is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are asked to contact the City Secretary's Office at (979) 764-3541, TDD at 1-800-735-2989, or email adaassistance@ctx.gov at least two business days prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least two business days prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations



Legislation Details (With Text)

File #:	19-0515	Version:	1	Name:	CH 8 TAMU Ticket Reselling Ord and TAMU ILA
Type:	Ordinance	Status:		Status:	Agenda Ready
File created:	9/10/2019	In control:		In control:	City Council Regular
On agenda:	9/26/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action on an ordinance amending Chapter 8, "Businesses," Article V, "Home Solicitation and Itinerant Vendors," of the Code of Ordinances by adding certain sections relating to Texas A&M University ticket reselling and presentation, discussion and possible action on an interlocal agreement with Texas A&M University for law enforcement assistance related to Texas A&M University ticket reselling.				
Sponsors:	Scott McCollum				
Indexes:					
Code sections:					
Attachments:	CH 8 Art V Div 4 TAMU Ticket Ord 8-27-19 Mutual Aid Agreement Ticket Ord 9-10-19				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation, discussion, and possible action on an ordinance amending Chapter 8, "Businesses," Article V, "Home Solicitation and Itinerant Vendors," of the Code of Ordinances by adding certain sections relating to Texas A&M University ticket reselling and presentation, discussion and possible action on an interlocal agreement with Texas A&M University for law enforcement assistance related to Texas A&M University ticket reselling.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure
- Neighborhood Integrity
- Sustainable City

Recommendation(s): Staff recommends approval of an ordinance amending Chapter 8, Businesses, Article V, Home Solicitation and Itinerant Vendors and the interlocal agreement with TAMU for law enforcement assistance for university ticket reselling.

Summary:

Reselling of Texas A&M football tickets can often result in unsuspecting buyers purchasing invalid or counterfeit tickets. In response, this ordinance will require a University permitting process in an effort to mitigate these circumstances. This ordinance does not impact the occasional resale of a ticket purchased for personal use. The ILA will allow UPD to assist the City with enforcement of the City's ordinance.

Budget & Financial Summary: N/A

Attachments:

Proposed Ordinance and ILA

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 8, “BUSINESSES,” ARTICLE V, “HOME SOLICITATION AND ITINERANT VENDORS,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO TEXAS A&M UNIVERSITY TICKET RESELLING; 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 8, “Businesses,” Article V, “Home Solicitation and Itinerant Vendors,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance 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) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Chapter 8, “Businesses,” Article V, “Home Solicitation and Itinerant Vendors,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by renaming Article V to “Home Solicitation, Itinerant Vendors, and Texas A&M University Ticket Reselling,” and adding Division 4 to read as follows:

Article V, Division 4 “Texas A&M University Ticket Reselling”**Sec.8-240 – Definitions.**

- (a) **Counterfeit Ticket** means an imitation ticket not issued by the university or a university authorized event promoter.
- (b) **Permit** means the university issued documentation issued to a permitted ticket reseller.
- (c) **Permitted Ticket Reseller** means any person who has obtained a valid university permit to engage in ticket reselling.
- (d) **Ticket** means any document in paper or electronic form issued by the university or a university authorized event promoter to gain access to a university event.
- (e) **Ticket Reseller** means any person engaged in the activity of university ticket reselling. This term does not include any person occasionally reselling a ticket purchased for personal use.
- (f) **Ticket Reselling** means reselling a ticket previously sold by the university or for an event held on the university campus. Ticket reselling may involve reselling tickets for different prices than the ticket face value. This term does not include the occasional resale of a ticket purchased for personal use.
- (g) **University** means Texas A&M University.

Sec. 241 – University Permit Required. It is unlawful for any person to engage in ticket reselling, regardless if the ticket is valid or counterfeit, who is not a permitted ticket reseller and not in possession of a valid university permit.

Sec. 242 – Penalty. A violation of this article shall be punished as provided in Section 1-7.

LAW ENFORCEMENT MUTUAL AID OR ASSISTANCE INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is by and between **TEXAS A&M UNIVERSITY** ("University") and the **CITY OF COLLEGE STATION**, a Texas Home Rule Municipal Corporation ("College Station"), collectively as the Parties each acting by and through their authorized agents.

WHEREAS, The Agreement's purpose is authorizing aid, assistance and cooperation in law enforcement duties related to enforcing College Station's ordinance prohibiting unauthorized University ticket reselling; and

WHEREAS, the Parties are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter into an Agreement for the performance of the governmental function of providing Law Enforcement Services; and

WHEREAS, the Texas A&M University Police Department exercises primary jurisdiction within the territorial limits of the main university campus located within the incorporated limits of the City of College Station and within those areas owned by the Texas A&M University System which lie outside the main university campus; and

WHEREAS, the College Station Police Department exercises primary jurisdiction within the incorporated limits of the City of College Station; and

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants made herein the Parties agree as follows:

I. DEFINITIONS

The following words and phrases have the following meanings unless the context clearly indicates otherwise:

1.1 Aid or Assistance means providing personnel, equipment and resources related to law enforcement, police protection, enforcing laws and detention services, including but not limited to the criminal investigations, securely sharing of sensitive and non-sensitive law enforcement information and records and providing additional resources and equipment.

1.2 Law Enforcement Officer means any peace officer as defined in Texas Code of Criminal Procedure Article 2.12.

1.3 Law Enforcement Personnel means any full time or part time civilian or sworn employee, including Law Enforcement Officers employed by one of the Parties.

1.4 Chief Law Enforcement Officer means Chief of Police of the University or College Station. This term also applies to any person designated by the Chief Law Enforcement Officer to act on their behalf under this Agreement.

II. PURPOSE & AUTHORITY

2.1 Purpose. College Station allows the University to provide Aid or Assistance with its Law Enforcement Personnel for law enforcement duties, police protection, enforcing laws and detention services, including but not limited to the criminal investigations, securely sharing of sensitive and non-sensitive law enforcement information and records, and providing additional resources and equipment within the City of College Station. The Agreement's purpose is enforcing the City's ordinance for University ticket reselling found at Chapter 8, "Businesses," Article V, "Home Solicitation and Itinerant Vendors," Article V, Division 4 "Texas A&M University Ticket Reselling", as amended to aid the University with regulating the reselling of University event tickets.

2.2 Authority. Law Enforcement Personnel have the same investigative and enforcement authority as if acting in their jurisdiction and no other oath, bond, or compensation need be made or posted.

III. GENERAL TERMS

3.1 Term and Termination. This Agreement is effective on the Effective Date, which is the date the last party duly approves the Agreement. The initial Agreement term is one (1) year. The Agreement will automatically renew for successive one (1) year terms after the initial term, until terminated by written notice thirty (30) days advanced notices.

3.2 Compensation. All Law Enforcement Personnel are entitled to receive compensation and benefits from their respective agency. Law Enforcement Personnel must receive the same wage, salary, pension, and any other compensation and benefits, including, but not limited to injury or death benefits, workers' compensation benefits, and reasonable travel expenses, as though they were responding in their jurisdiction for their agency and in all respects shall remain employees of their agency, including the agency remaining responsible for the acts or omissions of their employees.

3.3 Interlocal Cooperation Act. The Parties to this Agreement are local governments as defined in the Interlocal Cooperation Act. Nothing in this Agreement will be construed as a waiver or relinquishment by either Party of its right to claim such exemptions, privileges, and immunities as may be provided by the Constitution and the Laws of the State of Texas. No separate legal entity is created by this Agreement.

3.4 Amendment. The terms and conditions of this Agreement may be amended upon mutual consent of all Parties. Mutual consent will be demonstrated by approval of each governing body of each Party hereto. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing, duly approved and signed by the authorized representatives of both Parties.

3.5 Hold Harmless. To the extent permitted by the Constitution and the laws of the State of Texas and subject to the limitations as to liability and damages in the Texas Tort Claims

Act and without waiving its governmental immunity, each party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other party to this Agreement or any of its officers, agents or employees, or as the result of its performance under this Agreement. Each Party remains solely responsible for any legal defense and any civil liability due to the acts or omissions of each party's employees. Notwithstanding any other terms in this Agreement, nothing is construed as a waiver of any legal defense or remedy of any nature to any claim against a Party.

3.6 Insurance. The Parties must maintain statutory workers' compensation coverage on their employees, and must carry additional insurance against public liability, or administer a self-insurance plan, for injury to persons including death and property damage arising out of or in connection with this Agreement.

3.7 Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, and understandings between the Parties relating to the subject matter of this Agreement. 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.

3.8 Venue and Choice of Law. 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 and venue shall be in any court having jurisdiction in Brazos County.

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

3.10 Waiver. Failure of any Party, at any time, to enforce the provisions 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 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

3.11 Savings Clause. If one or more provisions or terms contained in this Agreement shall, for any reason, be held invalid, illegal, or otherwise unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision or term hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or term had never been contained herein.

3.12 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

3.13 Effective Date. This Agreement is effective when signed by the last party signing making the Agreement fully executed.

3.14 Notice. Any official notices by one Party to another must be in writing sent by certified mail return receipt requested, properly addressed to the respective Parties as stated below. Any other day to day communication by the Parties' staff may be by any other means of sufficient communication.

TEXAS A&M UNIVERSITY	with copy to:
Chief of Police 1231 TAMU 1111 Research Parkway College Station, Texas, 77843	TAMU President Texas A&M University 8 th Floor Rudder Tower College Station, Texas 77843
COLLEGE STATION	with copy to:
Chief of Police College Station Police Department PO Box 9960 2611 Texas Avenue College Station, Texas 77840	City Manager City of College Station PO Box 9960 1101 Texas Avenue South. College Station, Texas 77840

EXECUTED this the _____ day of _____, 2019 by
Texas A&M University.

TEXAS A&M UNIVERSITY

By: _____

ATTEST:

APPROVED AS TO FORM:

Secretary

General Counsel

EXECUTED this the _____ day of _____, 2019 by
City of College Station.

CITY OF COLLEGE STATION

By: _____
Mayor

ATTEST:

APPROVED

City Secretary

City Manager

City Attorney

Assistant City Manager/CFO

Legislation Details (With Text)

File #: 19-0454 **Version:** 1 **Name:** BVSWMA Appointment
Type: Appointment **Status:** Agenda Ready
File created: 8/16/2019 **In control:** City Council Regular
On agenda: 9/26/2019 **Final action:**
Title: Presentation, discussion, and possible action regarding an appointment to the Brazos Valley Solid Waste Management Agency, Inc. Board of Directors.
Sponsors: Tanya Smith
Indexes:
Code sections:
Attachments: [Ltr Cities BVSWMA BoD 2019](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation, discussion, and possible action regarding an appointment to the Brazos Valley Solid Waste Management Agency, Inc. Board of Directors.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: Councilmember John Nichols currently serves as one of College Station's three appointments to the BVSWMA Board of Directors. Councilmember Nichols's term expires on September 30, 2019, requiring the Council to appoint a new director. There are no term limits if the Council chooses to re-appoint Councilmember Nichols to the Board.

Budget & Financial Summary: None

Attachments: None

WEST, WEBB, ALLBRITTON & GENTRY

A PROFESSIONAL CORPORATION

— Established in 1982 —

ATTORNEYS:

ROY D. BRANTLEY * +
KYLE T. CARNEY
DONALD DELGADO
TERRANCE D. DILL, JR. +
PATRICK W. FOGARTY
MICHAEL H. GENTRY ** +
TYLER J. GRANGER
BRYAN T. HANNA ****
ANGELA J. HINDMAN
PADON D. HOLT
BAILI B. RHODES +
JOHN "JAY" RUDINGER, JR.
WELDON RUSSELL *** +
MELISSA SPINN
JOHN C. WEBB, JR. +
GAINES WEST +

OF COUNSEL:

STEVEN N. ALLBRITTON
RANDAL L. PAYNE *****

Writer's e-mail: bryan.hanna@westwebb.law

www.westwebb.law

+ Partner

*BOARD CERTIFIED
PERSONAL INJURY TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

**BOARD CERTIFIED
COMMERCIAL REAL ESTATE LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

*** BOARD CERTIFIED
ESTATE PLANNING AND PROBATE LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

**** REGISTERED PATENT ATTORNEY
U.S. PATENT & TRADEMARK OFFICE

***** BOARD CERTIFIED
CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

August 22, 2019

Via Regular Mail and Email at crobinson@cstx.gov and jhampton@bryantx.gov

Carla Robinson
City Attorney, City of College Station
1101 Texas Ave.
College Station, TX 77840

Janis Hampton
City Attorney, City of Bryan
P.O. Box 1000
Bryan, Texas 77805

Re: BVSWMMA Board of Directors

Dear Carla and Janis:

As you are aware, the City of College Station and the City of Bryan each appoints three (3) directors to the seven (7) member board of directors for BVSWMMA. Those six (6) City-appointed directors select the seventh (7th) director to complete the Board. I am writing to remind you of the need for appointing a new director or renewing the appointment of the current director with an expiring term from your respective Cities. Based on my review of BVSWMMA records, the term of one (1) of the three (3) directors appointed by each City will expire on September 30, 2019.

PRINCIPAL OFFICE: 1515 EMERALD PLAZA, COLLEGE STATION, TEXAS 77845-1515
TELEPHONE: (979) 694-7000 FACSIMILE: (979) 694-8000

1012 RIO GRANDE STREET, AUSTIN, TEXAS 78701-2020
TELEPHONE: (512) 501-3617

For the City of Bryan, the term of Prentiss Madison is expiring this year. For the City of College Station, the term of John Nichols is expiring this year.

Please let me know if you have any questions or concerns about this procedure. I primarily want to make certain that you each have sufficient notice in order to prepare your respective Cities for the appointment of these directors for BVSWMA.

If you would please keep me up-to-date on your City's appointment, I would be appreciative.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike", written over the word "Sincerely,".

Michael H. Gentry

cc: Bryan Griesbach (via email at bgriesbach@bvswma.com)

Bryan Hanna (via email)