



Mayor
Ben White
Mayor Pro Tem
Lynn McIlhaney
City Manager
Glenn Brown

Councilmembers
John Crompton
James Massey
Dennis Maloney
Lawrence Stewart
David Ruesink

Agenda
College Station City Council
Regular Meeting
Thursday, October 23, 2008 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

1. Pledge of Allegiance, Invocation, Consider absence request.
2. Item has been moved to workshop.

Hear Visitors: A citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 6:30 pm. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining to conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.

ON BEHALF OF THE CITIZENS OF COLLEGE STATION, HOME OF TEXAS A&M UNIVERSITY, WE WILL CONTINUE TO PROMOTE AND ADVANCE THE COMMUNITY'S QUALITY OF LIFE.

Consent Agenda

Individuals who wish to address the City Council on a consent or regular agenda item not posted as a public hearing shall register with the City Secretary prior to the Mayor's reading of the agenda item. Registration forms are available in the lobby and at the desk of the City Secretary. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer will sound at 2 1/2 minutes to signal thirty seconds remaining for remarks.

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

a. Presentation, possible action, and discussion on minutes for October 9, 2008 meeting.

- b. Presentation, possible action, and discussion regarding approval of a resolution establishing the space price structure for the municipal cemetery system.
- c. Presentation, possible action and discussion to authorize expenditures for the Brazos Animal Shelter in the amount of \$71,214.
- d. Presentation, possible action and discussion to authorize expenditures for Ingram, Wallis & Co. PC for Professional Auditing Services in the amount of \$90,000 for conducting the FY 2008 audit.
- e. : Presentation, possible action and discussion regarding the approval of a resolution to update the Interlocal Agreement for Emergency Medical Ambulance Service to respond to emergencies in Brazos County and to establish the annual fee for FY 2009 at \$295,590.
- f. Presentation, possible action and discussion on approving a renewal agreement with National Reimbursement Services to provide ambulance billing services in an amount not to exceed \$60,000.
- g. Presentation, possible action, and discussion on a Professional Services Contract with Malcolm Pirnie, Inc., in the amount of \$302,505, for the design of the Groundwater Well No. 8, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.
- h. Presentation, possible action, and discussion on a Professional Services Contract with Malcolm Pirnie, Inc., in the amount of \$273,960, for the design of the Groundwater Well No. 8 Collection Line, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.
- i. Presentation, discussion, and possible action on the City's proposed Leveraged Housing Development Program (LHDP) Guidelines.
- j. Presentation, possible action, and discussion regarding approval of a resolution awarding a consulting services contract (Contract No. 09-045) to RCC Consultants, Inc. in an amount not to exceed \$81,551.50 for planning, analysis, design and consulting services associated with upgrade or replacement of the City of College Station's 800 MHz Radio System and its incorporation into the Brazos Valley Wide Area Communications System.
- k. Presentation, possible action, and discussion concerning a resolution approving special warranty deeds conveying one-half undivided interest to the City of Bryan in land acquired by condemnation for Twin Oaks Landfill.

Regular Agenda

Individuals who wish to address the City Council **on a regular agenda item not posted as a public hearing** shall register with the City Secretary prior to the Mayor's reading of the agenda item. The Mayor will recognize you to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer will sound at 2 1/2 minutes to signal thirty seconds remaining for remarks.

Individuals who wish to address the City Council on an item **posted as a public hearing** shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. The Mayor

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

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

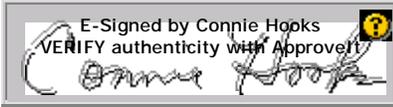
1. Public hearing, presentation, possible action and discussion regarding the reconfiguration of Park Zones as a comprehensive plan amendment to the Recreation, Park and Open Space Master Plan, an element of the City's Comprehensive Plan.
2. Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12 of the City of College Station Code of Ordinances, Unified Development Ordinance Section 7.9.B.6 (Traffic Impact Analysis), Section 7.9.H (Submittal Requirements) and adding Section 7.12 (Traffic Impact Analyses).
3. Presentation, possible action and discussion of a contract with C. Watts & Sons in the amount of \$13,296,312 for the construction of the first phase of the Twin Oaks Landfill.
4. Presentation, possible action and discussion on a resolution stating that the City Council has reviewed and approved the City's Investment Policy and Investment Strategy.
5. Presentation, possible action, and discussion regarding approval of a contract for the purchase of real property in the northeastern portion of College Station in proximity to other City-owned property and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.
6. Presentation, possible action and discussion of selection of two members to the Historic Preservation Committee.
7. Adjourn.

If litigation issues arise to the posted subject matter of this Council Meeting an executive session will be held.

APPROVED:

City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, October 23, 2008 at 7:00 PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on October 20, 2008 at 2:00 pm and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

Dated this ____ day of _____, 2008 By _____

Subscribed and sworn to before me on this the ____ day of _____, 2008.

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

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

October 23, 2008
Consent Agenda Item No. 3b
Presentation, Possible Action, and Discussion Regarding Approval of a
Resolution Establishing the Sale Price of Cemetery Spaces for the Municipal Cemetery System

To: Glenn Brown, City Manager

From: Marco A. Cisneros, Director, Parks and Recreation Department

Agenda Caption: Presentation, possible action, and discussion regarding approval of a resolution establishing the sale price of cemetery spaces for the municipal cemetery system.

Recommendation(s): Staff recommends approval of the Sale Price of Cemetery Spaces Resolution as presented.

In response to a City Council inquiry, the Cemetery Advisory Committee considered these items during their October 7, 2008 meeting:

"As the Cemetery Advisory Committee recognizes the need to grow the existing Endowment Fund for the College Station Cemetery, and to provide an equal price structure within the College Station Municipal Cemetery System, we recommend establishing the Standard, Cremate and Infant Spaces in the College Station Cemetery as follows: \$950, \$300, and \$150".

Summary: The Sale Price of Cemetery Spaces Resolution will provide parity within the municipal cemetery system by establishing the same sale price for like cemetery spaces.

The resolution only changes the price structure of the spaces within the College Station Cemetery located at 2580 Texas Avenue South. Standard spaces (5' x 10') would be increased from \$600 to \$950, and infant spaces (4 ½' x 5') would be increased from \$100 to \$150. With this change, these two types of spaces will have the same price structure as the Memorial Cemetery of College Station located at 3800 Raymond Stotzer Parkway. In addition, the resolution would increase the space price of in-ground cremate spaces (2 ½' x 2 ½') from \$250 to \$300. There are no in-ground cremate spaces at the Memorial Cemetery of College Station site.

Budget & Financial Summary: With the proposed new cemetery space price structure, the College Station Cemetery Endowment Fund will realize additional growth of its' dedicated Endowment Fund.

Attachments:

1. Resolution # _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE SALE PRICE OF CEMETERY SPACES IN THE COLLEGE STATION MUNICIPAL CEMETERY SYSTEM, AUTHORIZING THE MAYOR TO EXECUTE WARRANTY DEEDS, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of College Station, Texas, owns and has within its boundaries a tract known as the College Station Cemetery located at 2580 Texas Avenue South, a plat of which is filed in the Deed Records of Brazos County, Texas; and owns and has within its boundaries a tract known as the Memorial Cemetery of College Station located at 3800 Raymond Stotzer Parkway, a plat of which is filed in the Deed Records of Brazos County, Texas; and

WHEREAS, the City Council of the City of College Station, Texas, has established Rules and Regulations governing the College Station Cemetery and the Memorial Cemetery of College Station, being Chapter 1, Section 29 of the Code of Ordinances of the City of College Station, and, furthermore, has authorized the sale and conveyance of certain parcels of land designated and described as cemetery spaces; now; therefore,

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

PART 1: That the City Council of the City of College Station, Texas, establishes the following fees for the sale of property within the College Station Cemetery:

1. Each single space, approximately five feet (5') by ten feet (10'), shall be Nine Hundred and Fifty Dollars (\$950.00).
2. Each single infant space, approximately four feet (4') by five feet (5'), shall be One Hundred and Fifty Dollars (\$150.00).
3. Each single cremate space, approximately two and one half feet (2- 1/2') by two and one half feet (2-1/2'), shall be Three Hundred and No Dollars (\$300.00).

PART 2 Funds generated from space sales within College Station Cemetery shall have the following utilization:

1. 100% of the proceeds from the sale of lots shall be placed in the Endowment Fund for the College Station Cemetery for the future care, maintenance, operations, and improvements to the cemetery.

PART 3: That the City Council of the City of College Station, Texas, establishes the following fees for the sale of property within the Memorial Cemetery of College Station:

1. Municipal Sections:
 - a. Each single standard space, approximately four feet (4') by nine feet (9'), shall be Nine Hundred Fifty Dollars (\$950.00).
 - b. Each single infant space, approximately four feet (4') by four and one half feet (4 1/2'), shall be One Hundred Fifty Dollars (\$150.00).
 - c. Each columbaria niche, approximately twelve inches (12") by twelve inches (12") by twelve inches (12"), shall be Six Hundred Dollars (\$600.00).
2. Aggie Field of Honor Sections:
 - a. Each single standard space, approximately four feet (4') by nine feet (9'), shall be Two Thousand Dollars (\$2,000.00).
 - b. Each columbaria niche, approximately twelve inches (12") by twelve inches (12") by twelve inches (12"), shall be Twelve Hundred Dollars (\$1,200.00).

PART 4 Funds generated from space sales within the Memorial Cemetery of College Station shall have the following utilization.

1. 33% of the proceeds from the sale of lots shall be placed in the Endowment Fund for the Memorial Cemetery of College Station for the future care, maintenance, operations, and improvements to such cemetery.
2. 67% of the proceeds from the sale of lots shall be used for debt retirement associated with land costs for the cemetery, capital improvements for the cemetery, and any and all other purposes as determined by the City in adoption of its budget.

PART 5: In addition to the above fees, the Purchaser shall pay all filing fees required by Brazos County in order to officially effect the transfer of ownership of the property.

PART 6: The City Council of the City of College Station, Texas, delegates to the Mayor the authority to execute, as necessary, Warranty Deeds consummating the sale and conveyance of each parcel of land in the College Station Cemetery per the above price schedule; each Warranty Deed so issued shall be signed by the Mayor and delivered to the Purchaser by the City Secretary after all terms and conditions of the sale have been met, including full payment of all the above-referenced fees, as applicable, and acceptance of the agreement in full by both parties.

RESOLUTION NO. _____

Page 3

PART 7: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2008.

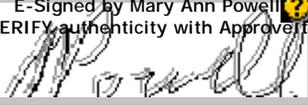
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

E-Signed by Mary Ann Powell
VERIFY authenticity with ApproveIt


City Attorney

October 23, 2008
Consent Agenda Item No. 3c
Authorize Animal Shelter Expenditures

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion to authorize expenditures for the Brazos Animal Shelter in the amount of \$71,214.

Recommendation(s): Staff recommends approval of the funding in the amount of \$71,214 to the Brazos Animal Shelter.

Summary: On September 25, 2008 Council approved the FY09 proposed budget, which included funding for the Brazos Animal Shelter. An Interlocal Agreement was approved on October 22, 1991 and amended July 27, 1999. On September 13, 2001, the Council approved another amendment to the Interlocal Agreement providing for the extension of a lease with the City of Bryan. The allocation for the current FY09 funding is based on an updated ILA that was approved by City Council on September 25, 2008, agenda item 2I.

Budget & Financial Summary: Funds are available and budgeted in the General Fund in the Police Department Uniform Patrol division budget. Payments are made in equal installments on a monthly basis.

Attachments: none

October 23, 2008
Consent Agenda Item No. 3d
Authorize Audit Expenditures

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion to authorize expenditures for Ingram, Wallis & Co. PC for Professional Auditing Services in the amount of \$90,000 for conducting the FY 2008 audit.

Recommendation(s): Staff recommends approval of the expenditure in the amount of \$90,000 to Ingram Wallis & Co., PC for Professional Auditing Services.

Summary: In April 2006 staff solicited proposal for professional auditing services for the fiscal years ending September 30, 2006, 2007 and 2008. The audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards* (1994), the provisions of the federal Single Audit Act of 1984 (as amended in 1996), and the provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

Proposals were received from three accounting firms. A committee consisting of Dr. James Flagg, Professor of Accounting at Texas A&M University, Mayor Ron Silvia, Glenn Brown, City Manager, Olivia Burnside, Chief Information Officer, and David Massey, Director of College Station Electric Utility, reviewed the proposals. Ingram, Wallis & Co., P.C. received the highest average score based on the evaluation forms completed by the committee members.

On June 22, 2006 the City Council approved the letter agreement to provide audit services for the fiscal years ended September 30, 2006, 2007, and 2008.

This item is authorizing the expenditures for the current fiscal year since they are over \$50,000.

Budget & Financial Summary: Funds are available and budgeted for this expenditure.

Attachments: none

October 23 , 2008
Consent Agenda Item No. 3e

Interlocal Agreement for Emergency Medical Ambulance Service to Brazos County

To: Glenn Brown, City Manager

From: Robert Alley, Fire Chief

Agenda Caption: Presentation, possible action and discussion regarding the approval of a resolution to update the Interlocal Agreement for Emergency Medical Ambulance Service to respond to emergencies in Brazos County and to establish the annual fee for FY 2009 at \$295,590.

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

Summary: The City of College Station currently provides Emergency Medical Ambulance Service to emergencies in Brazos County. The new established amount of \$295,590 will be paid in quarterly installments of \$73,897.50. The new established annual fee for 2009 will represent a more accurate cost recovery amount for the service being provided to Brazos County. This amount represents an increase of \$120,590 above the FY 2008 amount of \$175,000. This increase is a result in increases in emergency medical equipment, supplies, drugs, fuel, training requirements and increases in emergency responses in Brazos County. In 2007 the City Of College Station Fire Department responded to 433 emergency medical calls in Brazos County, this number represents 13.8 % of the total emergency medical calls that the College Station Fire Department responded to in 2007.

A meeting will be scheduled for the end of April 2009 with Fire Chief Mike Donoho of the City of Bryan, Brazos County Judge Randy Sims and Fire Chief R.B. Alley of the City of College Station to discuss the amount for the FY 2010 annual fee.

Budget & Financial Summary: Annual fee for service for 2009 will be \$295,590.

Attachments:

- Resolution
- Interlocal Agreement
- Response Map Exhibit A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, UPDATING THE INTERLOCAL AGREEMENT TO PROVIDE EMERGENCY MEDICAL AMBULANCE SERVICE TO UNINCORPORATED PORTIONS OF BRAZOS COUNTY.

WHEREAS, the City Council of the City of College Station, Texas recognizes it's obligations and desires to protect the health, safety and welfare of its population, which is situated in Brazos County; and

WHEREAS, Brazos County currently utilizes personnel and equipment from the Cities of College Station and Bryan to provide emergency medical service and emergency medical transport for emergencies in the unincorporated areas of the County; and

WHEREAS, this agreement is required to be reviewed and updated as needed on an annual basis; and

WHEREAS, the City Council of the City of College Station, Texas wishes to partner and collaborate on emergency medical service and emergency ambulance transport with Brazos County and the City of Bryan, 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 Interlocal Emergency Medical Ambulance Service to Brazos County Agreement for the annual fee of \$295,590 for FY 2009. Future fees will be established as outlined in the agreement.

PART 2: That the City Council hereby agrees to protect the health, safety and welfare of the general public by collaborating with its partners in the delivery of emergency medical and ambulance services as set forth in said agreement.

PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2008.

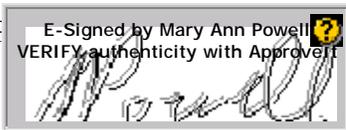
ATTEST:

APPROVED:

City Secretary

Mayor

AI



City Attorney

INTERLOCAL AGREEMENT EMERGENCY MEDICAL AMBULANCE SERVICE

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

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

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

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

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

SCOPE

1. Bryan and College Station shall provide Emergency Medical Ambulance Services to any person who requests it within their respective Automatic Mutual Aid Response District for which Bryan and College Station are assigned responsibility in the Interlocal Agreement Emergency Medical Ambulance Service between Bryan and College Station. (See Exhibit “A,” an attachment map of the Automatic Mutual Aid Response Districts indicating the corporation limits of each city as updated on or after 2005).
2. All requests for services under this Agreement shall be through the 9-1-1 Emergency Communications District and the College Station Communication Center, which dispatches police and fire units respectively for Bryan/County and College Station.

3. Bryan and College Station reserve the right to refuse to answer any call pursuant to this Agreement if their respective Fire Chief or his or her designee reasonably determines that the health, safety, or welfare of their city would be endangered by dispatching personnel or equipment outside of its corporate limits.
4. Bryan and College Station will maintain emergency medical equipment and licensed personnel in compliance with Subchapter C of Chapter 773 Health & Safety Code and will perform all activities related to this Agreement in accordance with the regulations promulgated by the Texas Department of State Health Services. Bryan and College Station will provide to the County, notwithstanding any HIPAA restrictions, an electronic copy of each run taken outside the corporation limits of each city, respectively, on a quarterly basis upon request. A “run” is defined as a single medical incident regardless of the number of EMS or other apparatus that respond(s).

PAYMENTS

5. County shall pay Bryan and College Station as follows for performing Emergency Medical Ambulance Services. Payment will be on a quarterly basis according to the following schedule:

FY 2008-2009

<u>Payment Due Date</u>	<u>Quarter for which Payment is made</u>	<u>Amount</u>
October 1, 2008	October –December, 2008	\$110,716.75 (Bryan) \$73,897.50(College Station)
January 2, 2009	January – March, 2009	\$110,716.75(Bryan) \$73,897.50(College Station)
April 1, 2009	April – June, 2009	\$110,716. (Bryan) \$73,897.50(College Station)
July 1, 2009	July – September 2009	\$110,716.75(Bryan) \$73,897.50(College Station)

6. The County must make all payments to Bryan and College Station for these services from current revenues.
7. Bryan and College Station will bill the patients for Emergency Medical Ambulance Services for the services rendered in the County. The amounts billed or collected do not alter the amounts set forth in this Agreement. However, Bryan and College Station will provide copies to the County of all EMS billings sent to County residents for EMS services provided outside the corporation limits of Bryan or College Station on a quarterly basis upon request. Additionally, sixty days prior to any action taken by Bryan or College Station to write off uncollected bills, Bryan and College Station will provide to the County a list of all invoices and/or billings within the scope of this Agreement that are contemplated, determined or scheduled to be written off.

TERM AND TERMINATION

8. This Agreement term shall be from October 1, 2008, and terminate at midnight on September 30, 2009. Either party to this Agreement shall have the right to terminate this Agreement, without cause, upon thirty (30) days' written notice of such termination. Further, should the Agreement be terminated the rights and obligations of the Parties hereunder shall terminate, except those rights and obligations that have accrued under this Agreement prior to the date of termination shall survive.
9. This Agreement may be renewed for two (2) one year terms on the anniversary date hereof. Such Renewal Terms shall be on the identical terms and conditions set forth herein, except the annual payment amount provided in Paragraph 5 of this Agreement may be modified as agreed to by the parties.

NOTICES

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

Bryan: City of Bryan
P.O. Box 1000
Bryan, Texas. 77805
Attn: Michael S. Donoho, Fire Chief

College Station: City of College Station

P.O. Box 9960
300 Krenek Tap Road
College Station, Texas. 77842
Attn: R.B. Alley III, Fire Chief

County: Brazos County
200 S. Texas Ave., Suite 332
Bryan, Texas 77803
Attn: County Judge Randy Sims

DEFENSE OF CLAIMS

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

MISCELLANEOUS

12. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provisions or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
13. All parties to this Agreement agree that payment for the performance recited herein will be payable from current revenues available to such paying party.

14. This Agreement is the entire agreement among Bryan, College Station and the County relating to the provision of Emergency Medical Ambulance Services and supercedes any and all prior agreements, arrangements, or understandings, whether written or oral.
15. This Agreement is for the benefit of the parties to this Agreement, and does not confer any rights on any third parties.
16. No amendment to this Agreement shall be effective or binding unless and until it is reduced to writing and signed by the authorized representatives of all parties.
17. This Agreement has been made under and shall be governed by the laws of the State of Texas. This Agreement and all matters related thereto shall be performed in Brazos County, Texas. The venue of any lawsuits arising out of this Agreement shall be in Brazos County, Texas.
18. Failure of any party to enforce a provision of this Agreement shall not constitute a waiver of that provision nor in any way affect the validity of this Agreement or the right of any party to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the part(ies) claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
19. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

NOW THEREFORE, this Agreement is made and entered into this _____ day of _____, 2008, by and between Bryan, College Station and Brazos County. This Agreement shall be effective when signed by the last party signing makes the Agreement fully executed.

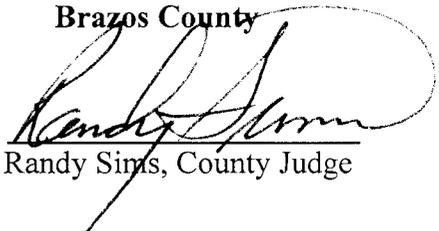
City of Bryan

City of College Station

Brazos County

Mark Conlee, Mayor

Ben White, Mayor



Randy Sims, County Judge

ATTEST:

ATTEST:

ATTEST:

Mary Lynne Stratta
City Secretary

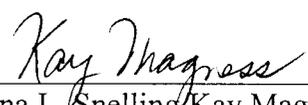
Connie Hooks
City Secretary

Karen McQueen
County Clerk

APPROVED AS TO FORM:

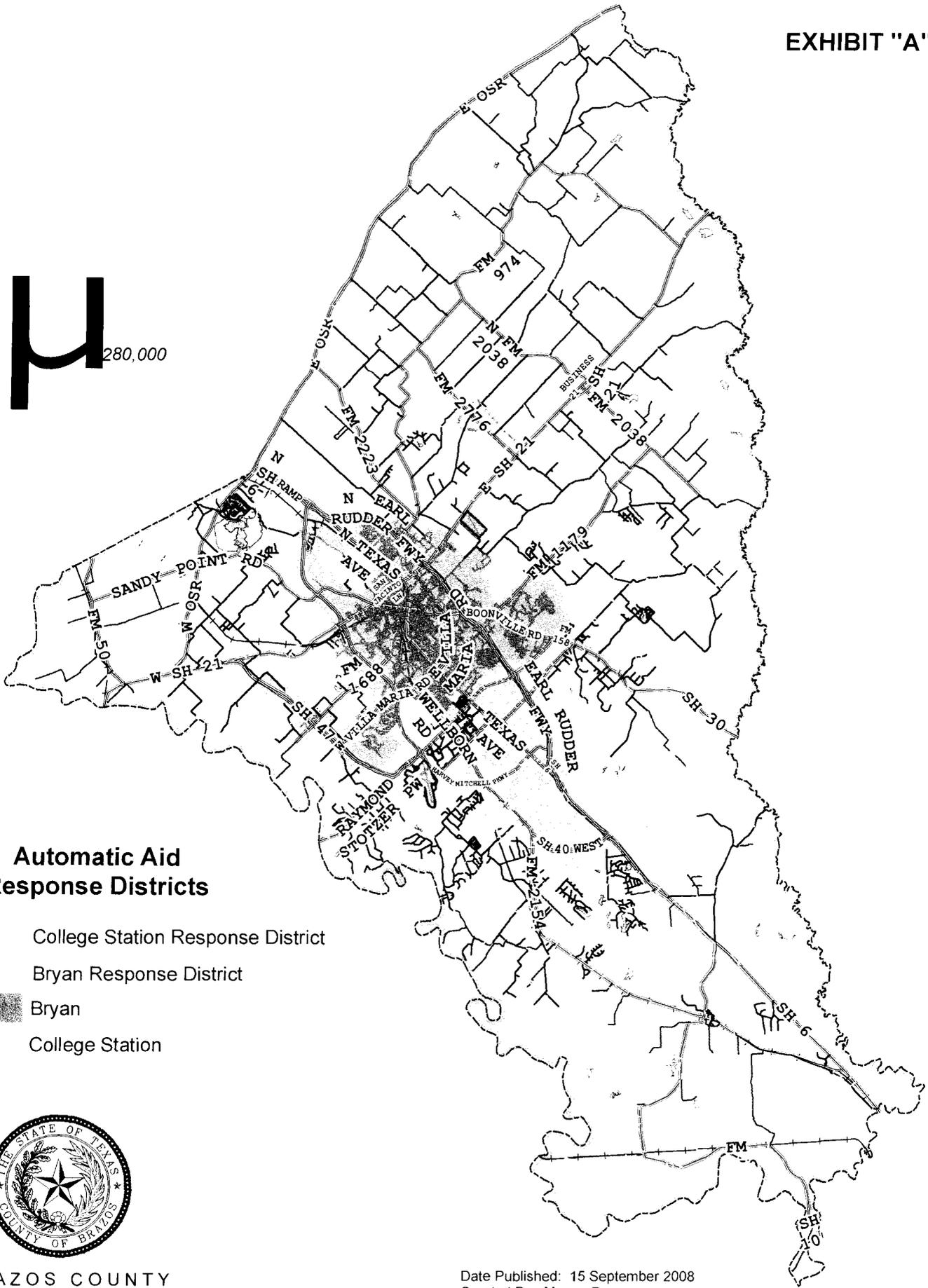
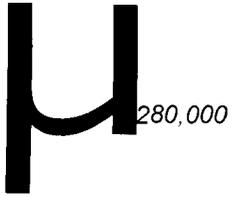
Janice Hampton
City Attorney
City of Bryan, Texas

Harvey Cargill
City Attorney
College Station, Texas



Tina L. Snelling/Kay Magness
Assistant County Attorney
Brazos County, Texas

EXHIBIT "A"



Automatic Aid Response Districts

- College Station Response District
- Bryan Response District
- Bryan
- College Station



BRAZOS COUNTY
Road and Bridge Department

Date Published: 15 September 2008
Created By: Megan Parsons
Notes: For referential use only.

October 23, 2008
Consent Agenda Item No. 3f
Renewal Agreement with National Reimbursement Services for
Ambulance Billing Services

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on approving a renewal agreement with National Reimbursement Services to provide ambulance billing services in an amount not to exceed \$60,000.

Recommendation(s): Staff recommends the approval of the renewal agreement with National Reimbursement Services.

Summary: This renewal agreement provides ambulance billing services for the City's EMS operation. The original contract with National Reimbursement Services was approved on February 8, 2007. The first of 2 renewals was approved on October 25, 2007.

Budget & Financial Summary: Funds are available in the City's general fund budget of the accounting division.

Attachments:

Renewal Agreement

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew contract number 07-096 for Ambulance Billing Services in accordance with all terms and conditions previously agreed to and accepted. Total annual estimated expenditures is \$60,000.00.

I understand this renewal term will be for the period beginning October 28, 2008 through October 27, 2009. This is the second and final renewal term.

NATIONAL REIMBURSEMENT SERVICES



AUTHORIZED REPRESENTATIVE

10-16-08

DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

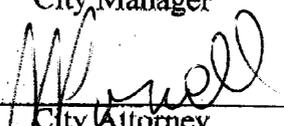
City Secretary

DATE

APPROVED:

City Manager

DATE



City Attorney

10-16-08

DATE

Chief Financial Officer

DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Harris

This instrument was acknowledged on the 16 day of October, 2008,
by Robert Sarlay in his/her capacity as President of
National Lumber & Cos., a TEXAS Corporation, on behalf of said corporation.



Chuck Deaton
Notary Public in and for the
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2008,
by Ron Silvia, in his capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas

October 23, 2008
Consent Agenda Item No. 3g
Project Number WF1097966
A Resolution approving a Professional Services Contract for Groundwater
Well No. 8 and a Resolution Declaring Intention to Reimburse Certain
Expenditures with Proceeds From Debt

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Presentation, possible action, and discussion on a Professional Services Contract with Malcolm Pirnie, Inc., in the amount of \$302,505, for the design of the Groundwater Well No. 8, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Recommendation(s): Staff recommends approval of the professional services contract and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Summary: The scope of the Groundwater Well No. 8 is for design and construction of the water well. With the projected design budget of \$302,505.00, Malcolm Pirnie, Inc. was contacted to submit a proposal for designing the project based upon their prior experience of designing other water wells within the City.

Budget & Financial Summary: The budget for this project is currently \$4,200,000.00. No funds have been expended or committed to date. The P.O. for the project design is \$302,505.00. This item replaces the standard terms, conditions and specifications that were attached to the P.O. with those in the Professional Services Contract and requires no additional funds. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because a portion of the long term debt has not been issued for the project. This debt is scheduled to be issued later this fiscal year and next fiscal year.

Attachments:

- 1.) Resolution
- 2.) Project Location Map
- 3.) Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE GROUNDWATER WELL NO. 8 PROJECT.

WHEREAS, the City of College Station, Texas, solicited proposals for the design and construction phase services; and

WHEREAS, the selection of Malcolm Pirnie, Inc. is being recommended as the most highly qualified provider of the design and construction phase services; now, therefore,

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

PART 1: That the City Council hereby finds that Malcolm Pirnie, Inc. is the most highly qualified provider of the services for Groundwater Well No. 8 Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Malcolm Pirnie, Inc. for an amount not to exceed \$302,505.00 for the design and construction phase services related to the Grounwater Well No. 8 Project.

PART 3: That the funding for this Contract shall be as budgeted from the Water Services Fund in the amount of \$302,505.00.

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

ADOPTED this _____ day of _____, A.D. 2007.

ATTEST:

APPROVED:

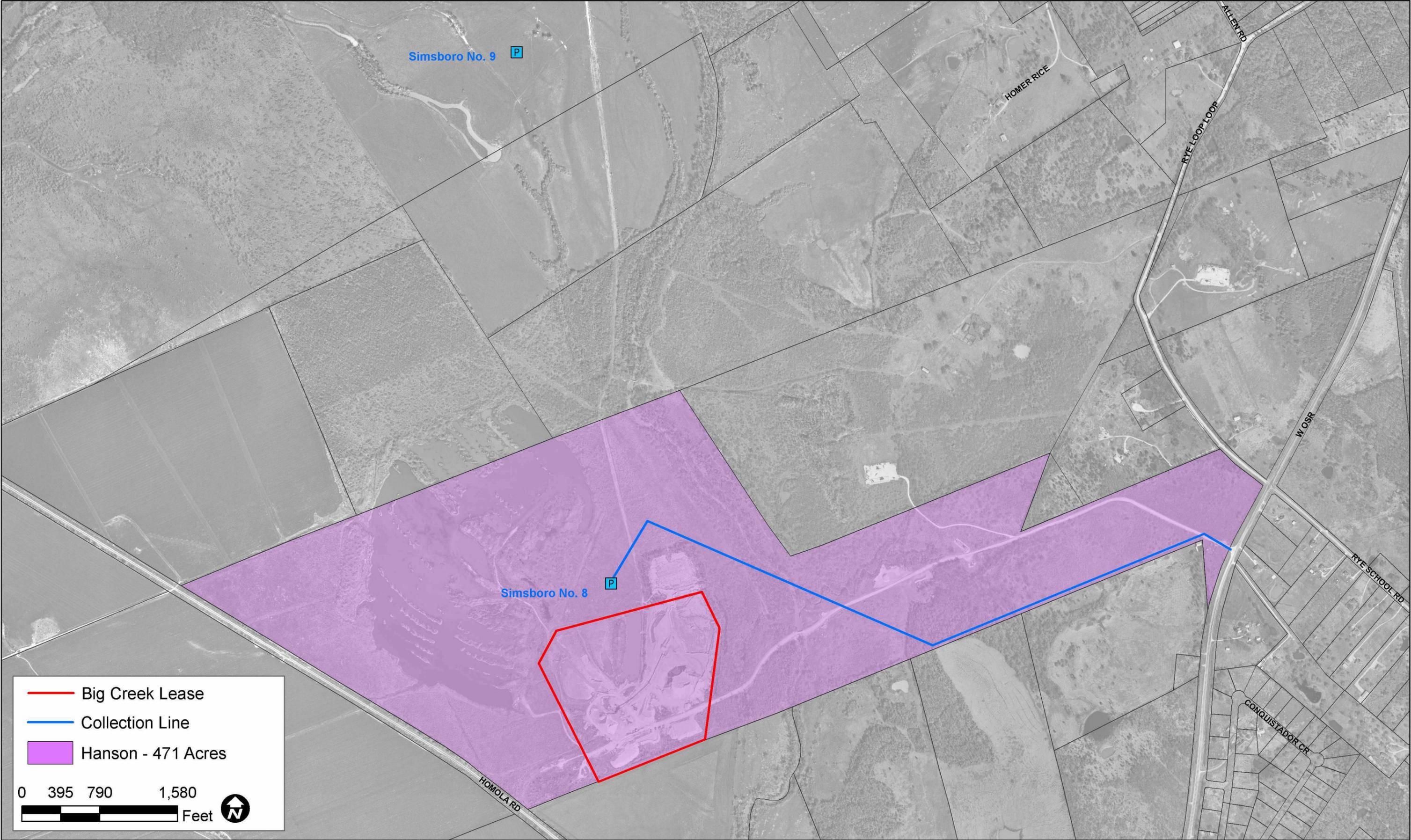
City Secretary

MAYOR

APPROVED:

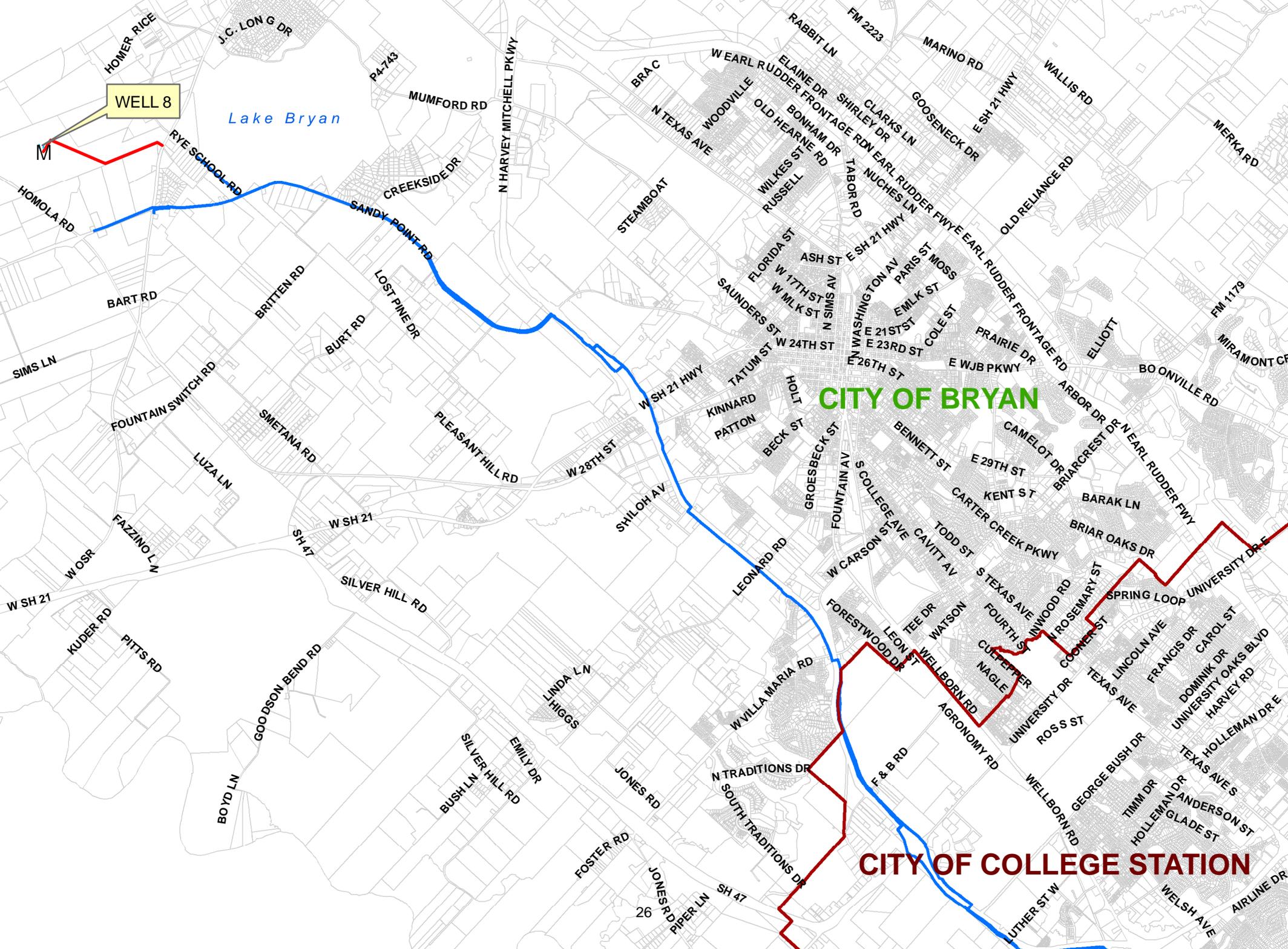


City Attorney



— Big Creek Lease
— Collection Line
■ Hanson - 471 Acres

0 395 790 1,580
Feet 



WELL 8

Lake Bryan

CITY OF BRYAN

CITY OF COLLEGE STATION

RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$4,200,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 23RD DAY OF OCTOBER, 2008.

Ben White, Mayor

ATTEST:

Connie Hooks, City Secretary

(Seal)

APPROVED:



McCall, Parkhurst & Horton L.L.P.
Bond Counsel

Exhibit "A"

The projects to be financed that are the subject of this Statement are:

Water Well #8

October 23, 2008
Consent Agenda Item No. 3h
Project Number WF1097967
A Resolution approving a Professional Services Contract for
Well No. 8 Collection Line and a Resolution Declaring Intention to Reimburse
Certain Expenditures with Proceeds From Debt

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Presentation, possible action, and discussion on a Professional Services Contract with Malcolm Pirnie, Inc., in the amount of \$273,960, for the design of the Well No. 8 Collection Line, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Recommendation(s): Staff recommends approval of the professional services contract and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Summary: The scope of the Well No. 8 Collection Line is for design and construction of the collection line. With the projected design budget of \$273,960.00, Malcolm Pirnie, Inc. was contacted to submit a proposal for designing the project based upon their prior experience of designing other collection lines within the City.

Budget & Financial Summary: The current budget for this project is \$4,200,000.00. No funds have been expended or committed to date. The P.O. for the project design is \$273,960.00. This item replaces the standard terms, conditions and specifications that were attached to the P.O. with those in the Professional Services Contract and requires no additional funds. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because a portion of the long term debt has not been issued for the project. This debt is scheduled to be issued later this fiscal year and next fiscal year.

Attachments:

- 1.) Resolution
- 2.) Project Location Map
- 3.) Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE WELL NO. 8 COLLECTION LINE PROJECT.

WHEREAS, the City of College Station, Texas, solicited proposals for the design and construction phase services; and

WHEREAS, the selection of Malcolm Pirnie, Inc. is being recommended as the most highly qualified provider of the design and construction phase services; now, therefore,

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

PART 1: That the City Council hereby finds that Malcolm Pirnie, Inc. is the most highly qualified provider of the services for Well No. 8 Collection Line Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Malcolm Pirnie, Inc. for an amount not to exceed \$273,960.00 for the design and construction phase services related to the Well No. 8 Collection Line Project.

PART 3: That the funding for this Contract shall be as budgeted from the Water Services Fund in the amount of \$273,960.00.

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

ADOPTED this _____ day of _____, A.D. 2007.

ATTEST:

APPROVED:

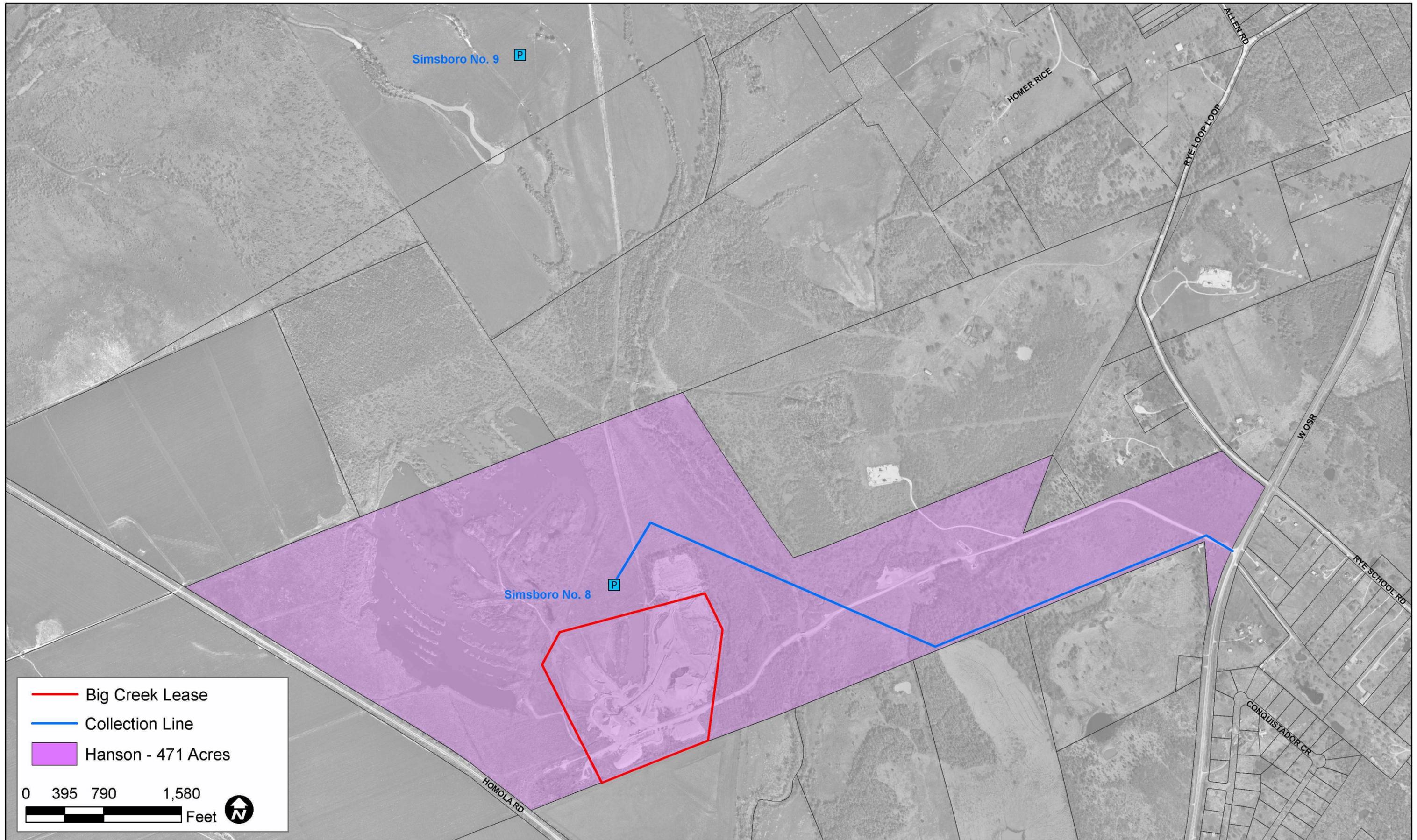
City Secretary

MAYOR

APPROVED:



City Attorney

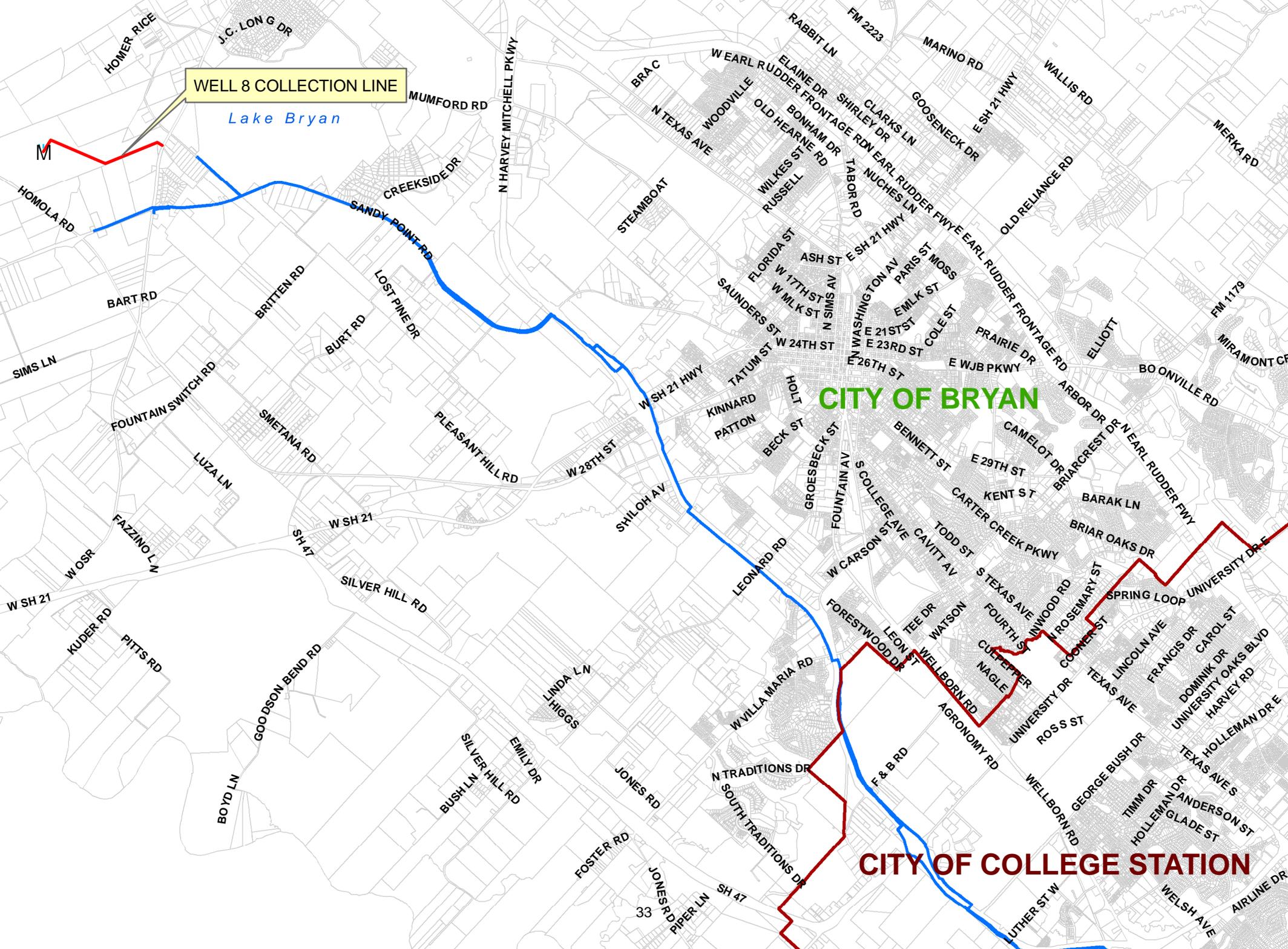


WELL 8 COLLECTION LINE

Lake Bryan

CITY OF BRYAN

CITY OF COLLEGE STATION



RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$3,600,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 23RD DAY OF OCTOBER, 2008.

Ben White, Mayor

ATTEST:

Connie Hooks, City Secretary

(Seal)

APPROVED:



McCall, Parkhurst & Horton L.L.P.
Bond Counsel

Exhibit "A"

The projects to be financed that are the subject of this Statement are:

Water Well #8 Collection Line

October 23, 2008
Consent Agenda Item No. 3i
Leveraged Housing Development Program (LHDP) Guidelines

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, discussion, and possible action on the City's proposed Leveraged Housing Development Program (LHDP) Guidelines.

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

Summary: Staff is proposing the attached Leveraged Housing Development Program (LHDP) Guidelines, which utilize a combination of HOME Investment Partnership Program grant funds, Community Development Block Grant Funds and other suitable resources to leverage the development or substantial rehabilitation of affordable residential and mixed-use developments. The proposed guidelines reflect direction provided by the City Council at their March 13, 2008 Workshop Meeting. Specifically, the guidelines incorporate the following:

- Provides resources to encourage residential and mixed-use development which provide affordable housing and jobs for low and moderate-income workers.
- Allows for a deferred, low-interest loan of the City's HOME Investment Partnerships (HOME) Program and/or Community Development Block Grant (CDBG) funds.
- Provides for land or improvements acquired with CDBG funds to facilitate a desired development.
- Establishes developer application and monitoring fees to enhance program sustainability.

Budget & Financial Summary: Federal HOME Investment Partnership Grant (HOME) funds, Community Development Block Grant (CDBG) funds, and other suitable resources will be used in combination to provide leveraged assistance to eligible developments. The proposed guidelines will ensure the long-term sustainability of the City's Community Development Program.

Attachment:

Attachment 1 – Draft Leveraged Housing Development Program (LHDP) Guidelines

CITY OF COLLEGE STATION
LEVERAGED HOUSING DEVELOPMENT PROGRAM

PROGRAM GUIDELINES

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

A. STATEMENT OF PURPOSE & PROGRAM OVERVIEW

The City of College Station Leveraged Housing Development Program is funded through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG), and Home Investment Partnership Program (HOME) funds. Additionally, the City may utilize other local, state, or federal resources that become available to fund eligible projects under the program.

The Leveraged Housing Development Program is designed to provide affordable housing opportunities, economic development opportunities, job creation, and/or services provided to a limited clientele through a variety of activities that are intended to benefit low-to-moderate income residents in the City of College Station under the City's Community Development Program authorized under Chapter 373 of the Texas Local Government Code. The City of College Station Chapter 373 Community Development Program was established August 8, 2005 by City Council Resolution # 8-8-2005-12.16. Financial or other forms of assistance shall be provided to qualified developer applicants with assistance under the provisions of 24 CFR § 92.252 Home Investment Partnerships Program - Qualification as affordable housing: Rental Housing, 24 CFR § 570.201 Community Development Block Grant - Basic Eligible Activities, and other appropriate sources of assistance.

This may be accomplished in part, with City Council approval, through the acquisition, new development or substantial rehabilitation of affordable housing units which are primarily occupied by low-to-moderate income households, and/or mixed-use developments in which housing units are occupied by low and moderate income households, and 51% of jobs created by the development are held by low and moderate income persons. An eligible development may include owner- or renter-occupied, single-family or multi-family housing units. To qualify for new development or substantial rehabilitation assistance, multi-family developments must have a minimum of eight (8) units.

The basic goals of the Leveraged Housing Development Program are:

- § To provide affordable housing opportunities for low income and special needs households.

- § To preserve and expand the supply of decent housing available to low-income and special needs renters.
- § To create sustainable, mixed-use developments which provide both decent rental housing and jobs for low and moderate-income persons.

B. PROCESS

As need is determined by staff and budgeted funds or other resources are made available, the City will publish a Request for Proposal (RFP) to invite interested, qualified entities to submit a proposal for an eligible development within the corporate limits of the City of College Station. Depending upon the specific situation, the City may also accept applications for the Leveraged Housing Development Program outside of the RFP process. The proposed development may include the following types of financing and resources:

- § Texas Department of Community Affairs (TDHCA) Housing Tax Credit (HTC) funding
- § TDHCA Multi-family Bond funding
- § Developer equity
- § Deferred or waived development fees
- § Expedited development review and permitting
- § Private or commercial loans
- § City Resolution of Support
- § A deferred and/or low-interest loan from the City's federal Home Investment Partnership (HOME) and/or Community Development Block Grant (CDBG) funds
- § Land, buildings, or other improvements acquired with Community Development Block Grant (CDBG) funds through sale, lease, donation, or otherwise, provided that the proceeds from any such disposition shall be program income subject to the requirements set forth in 24 CFR §570.504
- § Infrastructure improvements
- § Development density bonuses
- § Other appropriate resources or services

Approved developer applicants will work collaboratively with the City to implement an approved project. In return for use of the City's resources, the City will have final approval of the project design, and the development will be monitored at a level proportionate to the amount of resources extended to ensure compliance with programmatic requirements.

The approved applicant will perform all activities necessary for success of the development, including, but not limited to:

1. Complete the City's Loan Application and execute the Contract. An application fee in the amount of \$200 shall be due with the application. Funding shall be secured at closing with a Note and Deed of Trust.
2. Work closely with the key staff to evaluate and select an appropriate site, obtain necessary zoning and platting, attend predevelopment meetings, and obtain required permits.

3. Work closely with key staff to complete a successful Housing Tax Credit or Multi-family Bond application to the Texas Department of Housing and Community Affairs if such financing is necessary for the development.
4. Identify and secure necessary private financing.
5. Present the conceptual development to the City in a city-approved format.
6. For TDHCA-funded developments, coordinate and participate in required public meetings, provide necessary public notices, and secure the support of elected representatives and applicable neighborhood associations for the development.
7. Coordinate all aspects of contracting and construction, including all required reporting, submissions, and draw requests.
8. Execute and record a Land Use Restriction Agreement (LURA) preserving the affordability of the housing units in the development for a minimum period of twenty (20) years.
9. Coordinate staffing and marketing of the development.
10. Ensure that the development will pay all applicable city, school and county ad valorem property taxes at least for the life of the LURA.
11. Comply with all federal, state, and local initial and ongoing monitoring requirements. The monitoring fee shall be \$40 per year per HOME-assisted unit. Staff will determine the required number of designated HOME-assisted units in the development based upon the HOME assistance amount and the total number of units in the development.

C. **SELECTION CRITERIA**

1. After receipt of proposals or applications, City of College Station will use the following criteria in the selection process:
 - 25% - Developer's qualifications, experience (including recent developments) and references.
 - 30% - Conceptual development proposal (Weight will be given to developments incorporating green building techniques, recycling forethought, water and energy efficiency, and alternative energy solutions in project design).
 - 25% - Number and quality of housing units and/or jobs created for low and moderate income persons.
 - 20% - Timeline and demonstrated commitment to the project.
2. The Economic and Community Development Department Director may ascribe differing scoring weights or selection criteria to address particular community needs or programmatic requirements.

D. LOAN INSTRUMENTS OR OTHER FORMS OF PARTICIPATION

1. Upon approval of the City Council, a loan may be made at closing in the form of a deferred, repayable loan from the City's Home Investment Partnerships Program (HOME) funds, Community Development Block Grant (CDBG) funds, or other appropriate funding sources. The amount of funding will be determined dependent upon the benefit, with interest accruing at the Applicable Federal Rate (AFR) at the time of loan disbursement for an agreed upon term, or the term of the Housing Tax Credit or other Compliance Period, whichever is greater.
2. To facilitate the development, City-owned land, buildings, or other improvements acquired with Community Development Block Grant (CDBG) or other sources of funds may be provided through sale, lease, conveyance, or otherwise with City Council approval.
3. Other forms of City participation may be considered on a case-by-case basis by the Economic and Community Development Department Director to address particular community needs or programmatic requirements. All forms of assistance will require final approval by the City Council.
4. Proposed developments will not be over-subsidized. They shall receive only the amount of subsidy necessary to bring about a successful, sustainable development. Economic and Community Development Staff will perform a Subsidy Layering Analysis of the proposed development to determine the appropriate subsidy level. If the development receives funding through the Texas Department of Housing and Community Affairs (TDHCA), the TDHCA underwriting review will take precedence.

E. HOUSING QUALITY PLAN

1. Structures funded under this program must meet all applicable City codes, ordinances and other requirements.
2. Subject properties will be reviewed with regards to environmental issues as required by federal guidelines in 24 CFR § 92.352 (Environmental review). Properties not eligible for federal assistance due to environmental hazards will be ineligible for this Program.
3. All program-funded rental units must meet or exceed all requirements under 24 CFR § 92.251(a) (Property standards).
4. Final project design shall be submitted to Economic and Community Development Department staff for approval.

F. SECTION 3 AND DAVIS BACON

1. If the project is assisted under either HOME or CDBG in the amount of \$200,000 or more, the requirements of Section 3 of the Housing and Urban Development Act will apply. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in the area or owned in substantial part by persons residing in the area of the project. The development agreement will require

that developers under the Leveraged Housing Development Program will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development as set forth in 24 CFR § 135.

2. If the project is assisted under CDBG or with twelve (12) or more HOME-assisted units, the provisions of the Davis-Bacon and Related Acts (DBRA) shall apply. The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government construction projects in excess of \$2,000.

G. ANTI-DISPLACEMENT POLICY STATEMENT

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

H. EQUAL OPPORTUNITY STATEMENT

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

I. FAIR HOUSING POLICY STATEMENT

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

Information regarding Leveraged Housing Development Program units will be made available to the public through the use of a variety of public meetings, newspaper articles, developer advertising, and press releases may be given to the local media. Information will be made available to local agencies that deal with low-to-moderate income people and families. Economic and Community Development staff will be available to speak to organizations or groups of interested individuals. Other methods of program information outreach may be utilized, including utility bill inserts, direct mailing, television advertising, and the City's website.

In addition, the City of College Station will seek technical assistance from the HUD Regional Fair Housing staff in order to ensure that fair housing standards are met.

October 23, 2008
Consent Agenda Item No. 3j
CoCS 800 MHz Radio System Integration with the Brazos Valley Wide Area
Communications System (BVWACS) Project

To: Glenn Brown, City Manager

From: Ben Roper, Information Technology Director

Agenda Caption: Presentation, possible action, and discussion regarding approval of a resolution awarding a consulting services contract (Contract No. 09-045) to RCC Consultants, Inc. in an amount not to exceed \$81,551.50 for planning, analysis, design and consulting services associated with upgrade or replacement of the City of College Station's 800 MHz Radio System and its incorporation into the Brazos Valley Wide Area Communications System.

Recommendation(s): Staff recommends approval of the resolution awarding a consulting contract to RCC Consultants, Inc.

Summary: In early April 2008, the participating entities of the BVWACS were notified that their request for Public Safety Interoperability Communications grant funds in the amount of \$2,837,725.00 was granted.

On June 26, 2008 the City of College Station approved an interlocal agreement with Bryan, Brenham, Texas A&M University, Washington County, and Brazos County to create the Brazos Valley Wide Area Communications System (BVWACS) and an interlocal agreement with the Brazos Valley Council of Governments (BVCOG) to serve as the managing entity for the BVWACS.

This contract provides consultant services to assist the city in evaluating whether the planned regional communications system meets the City of College Station's specific radio system requirements; recommends changes, if needed; and assists in conducting system testing and acceptance.

Budget & Financial Summary: Funds are available in the existing capital improvement project for Radio Replacement (Project CO 0601).

This purchase is available through the Houston-Galveston Area Council's (H-GAC) Purchasing Cooperative. The City has an Interlocal Agreement with H-GAC and purchases made from the H-GAC program satisfy the City's requirement for competitive bidding/proposals.

Attachments:

Resolution
Contract is available in the City Secretary's Office

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A CONSULTANT, APPROVING A CONSULTANT SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PLANNING, ANALYSIS, DESIGN, AND SERVICES ASSOCIATED WITH THE UPGRADE OR REPLACEMENT OF THE CITY OF COLLEGE STATION’S 800 MHZ RADIO SYSTEM AND ITS INCORPORATION INTO THE BRAZOS VALLEY WIDE AREA COMMUNICATIONS PROJECT.

WHEREAS, the City of College Station, Texas, entered into an Inter Local Agreement with the City of Bryan, City of Brenham, Texas A&M University, Brazos County, and Washington County to establish the Brazos Valley Wide Area Communications System for the purpose of implementing a regional radio system; and

WHEREAS, the City of College Station has unique radio system requirements that the regional system must meet; and

WHEREAS the selection of RCC Consultants, Inc. is being recommended as the most highly qualified provider of consulting services; now, therefore,

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

PART 1: That the City Council hereby finds that RCC Consultants is the most highly qualified provider of consulting services for implementation of a regional radio system that will meet the City’s needs on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with RCC Consultants, Inc. for an amount not to exceed \$81,551.50 for the consultant services related to the Radio Upgrade or Replacement Project.

PART 3: That the funding for this Contract shall be as budgeted from the City of College Station General Government Capital Projects Fund in the amount of \$81,551.50.

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

ADOPTED this _____ day of _____, A.D. 2007.

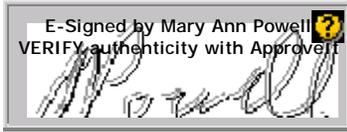
ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney

CONSULTANT CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the “City”) and RCC Consultants, Inc., a Delaware corporation (“Contractor”), whereby Contractor agrees to perform and the City agrees to pay for the work described herein.

ARTICLE I

1.01 This Contract is for planning, analysis, design and consulting services associated with upgrade or replacement of the City of College Station’s 800 MHz Radio System and its incorporation into the Brazos Valley Wide Area Communications System (the “Project”). The scope and details of the work to be provided to the City by Contractor are set forth in **Exhibit “A”** to this Contract and are incorporated as though fully set forth herein by reference. Contractor agrees to perform or cause the performance of all the work described in **Exhibit “A.”**

1.02 Contractor agrees to perform the work described in **Exhibit “A”** hereto and the City agrees to pay Contractor a fee based on the rates set forth in **Exhibit “B”** to this Contract for the services performed by Contractor. The invoices shall be submitted to the City following the 15th day and the last day of each month. The payment terms are net payable within thirty (30) calendar days of the City’s receipt of the invoice. Upon termination of this Contract, payments under this paragraph shall cease, provided, however, that Contractor shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Contractor has not yet been paid.

1.03 The total amount of payment, including reimbursements, by the City to Contractor for all services to be performed under this Contract may not, under any circumstances, exceed ***Eighty One Thousand Five Hundred Fifty One dollars and Fifty cents (\$81,551.50)***.

1.04 The City may from time to time request changes in the scope and focus of the activities, investigations, and studies conducted or to be conducted by Contractor pursuant to this Contract, provided, however, that any such change that in the opinion of Contractor, the City Manager, or the City’s Project Manager varies significantly from the scope of the work set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Contractor and the City’s Project Manager.

1.05 Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 1.03 of this Contract by more than **five percent (5%)**. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 1.03 of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Contractor and the City respecting any service

provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

1.06 Except as provided in Article VI hereinbelow, the Contractor shall complete all of the work described in Exhibit "A" by the dates set forth below.

No more than one hundred twenty (120) days from contract execution

1.07 **Time is of the essence of this Contract.** The Contractor shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

1.08 Contractor promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Contractor agrees to perform any and all Project-related tasks reasonably required of it by the City in order to fulfill the purposes of the work to be performed. The work of Contractor under this Contract may be authorized by the Project Manager in various phases as set forth in **Exhibit "A."**

1.09 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the work on the Project. The Contractor shall have ultimate control over the execution of the work under this Contract. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Contract. Contractor shall be liable for any misrepresentations. Any negotiations by the Contractor on the City's behalf are binding on the City only when within the scope of work contained herein and approved by the City.

ARTICLE II

2.01 The City shall direct Contractor to commence work on the Project by sending Contractor a "letter of authorization" to begin work on the Project.

2.02 Upon receipt of the letter of authorization to begin work on the implementation of the Project, Contractor shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions and methodologies; devising the format for any interim reports and the final report to the City.

2.03 Contractor shall consult with the City and may, in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes related to this Contract, Contractor shall be an independent contractor at all times and is not to be considered either an agent or an employee of the City.

ARTICLE III

3.01 As an experienced and qualified professional, Contractor warrants that the information provided by Contractor reflects high professional and industry standards, procedures, and performances. Contractor warrants the design, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, the fitness and operation of its recommendations, and the performance of other services under this Contract, pursuant to a high standard of performance in the profession. Contractor warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval or acceptance by the City of any of Contractor's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Contractor, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Contractor's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the Project's work products prepared by Contractor, its employees, associates, agents, or subcontractors.

3.02 Contractor shall keep the City informed of the progress of the work and shall guard against any defects or deficiencies in its work.

3.03 Contractor shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work product. Contractor shall, at no cost to the City, remedy any errors, deficiencies or any work product found unacceptable, in the City's sole discretion, as soon as possible, but no longer than fifteen (15) calendar days after receiving notice of said errors, deficiencies or unacceptable work product.

3.04 Contractor's work product shall be the exclusive property of the City. Upon completion or termination of this Contract, Contractor shall promptly deliver to the City all records, notes, data, memorandum, models, and equipment of any nature that are within Contractor's possession or control and that are the City's property or relate to the City or its business.

ARTICLE IV

4.01 Indemnity. The Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents (separately and collectively referred to in this paragraph as "Indemnitee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnitee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs

for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Contractor, any of its subcontractors of any tier, or of any employee or invitee of Contractor or of any such subcontractors, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Contractor or by any such subcontractors of any tier, under this Contract.

4.02 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 4.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

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

ARTICLE V Insurance

5.00 The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on **Exhibit "C"**.

ARTICLE VI

6.01 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.

6.02 No term or provision of this Contract shall be construed to relieve the Contractor of liability to the City for damages sustained by the City or because of any breach of contract by the Contractor. The City may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due the City from the Contractor is determined and paid.

ARTICLE VII

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

7.02 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

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

Contractor:
Michael W. Hunter, President and C.E.O.
RCC Consultants, Inc.
100 Woodbridge Center Drive, Suite 201
Woodbridge, New Jersey 07095

with copy to:
Gregory A. Munchrath, P.E., Senior Vice President
RCC Consultants, Inc.
10700 North Freeway, Suite 610
Houston, Texas 77037

7.03. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

7.04 Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). Contractor may not knowingly obtain the labor or services of an unauthorized alien. Contractor, not the City, must verify eligibility for employment as required by IRCA.

Control Act (IRCA). Contractor may not knowingly obtain the labor or services of an unauthorized alien. Contractor, not the City, must verify eligibility for employment as required by IRCA.

7.05 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

7.06 This Contract and all rights and obligations contained herein may not be assigned by Contractor without the prior written approval of the City.

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

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

7.09 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

7.10 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

RCC CONSULTANTS, INC.

CITY OF COLLEGE STATION

By: 

By: _____

Printed Name: Michael W. Hunter

Ben White, Mayor

Title: President & C.E.O

Date: 10/9/08

Date: _____

APPROVED:

City Manager

Date

City Attorney

Date

Chief Financial Officer

Date

Exhibit "A"

Scope of Services

This Scope of Services (SOS) stipulates the consulting and other services to be provided by RCC Consultants, Inc. to conduct the planning, analysis, design development, implementation consulting, and testing for the purposes of upgrading the City of College Station's 800 MHz trunked radio system, and its incorporation into the newly created Brazos Valley Wide Area Communications System..

The existing 800 MHz radio system was installed in the mid 1990's and several components have reached end of life. The existing system is an analog system manufactured by Motorola. Additionally, due to growth of the City, there are several areas that currently have spotty or no coverage from the system. As planning for the replacement of this system began, the City of College Station joined with five other entities to investigate the feasibility of creating a regional radio system using the Public Safety Interoperability Communications grant as the primary funding mechanism. The six entities submitted a proposal which was approved and provides \$2,837,725.00 for Phase I of the Brazos Valley Wide Area Communications System (BVWACS).

This project will develop a detailed system design that will identify required changes and modifications to the current planned Brazos Valley Wide Area Communications System implementation that will meet City of College Station portable and mobile coverage requirements given projected growth for the next ten (10) years. The new system must fully meet Project 25 Phase I standards and must be Phase II compatible.

This project will require the evaluation and discussion of specific technical, operational, and managerial issues as well as the cost factors involved in the project. The City of College Station agrees to make available to RCC Consultants all available existing system information, appropriate personnel and access to existing sites to aid in planning, developing, costing the proposed system. This project will address both the two-way voice radio aspect of the communication systems as well as the mobile data application.

There are seven (7) specific tasks covered by this SOS. The City of College Station Radio Replacement plan must be part of the BVWACS Phase I implementation and meet City unique coverage and operational requirements within the City of College Station city limits and additional identified areas.

Radio System Replacement

Task 1—Conduct Project Initiation Meeting in College Station

The purpose of Task 1 is to initiate the project and conduct a project kickoff and orientation meeting to familiarize the Radio Replacement Project Team and project participants with the latest scope of work and project schedule. Since RCC staff is already quite familiar with College Station's situation, the kickoff meeting can likely be handled by conference call to save time and money. RCC will provide the City team with a toll-free conference number to

dial into for the meeting. RCC and the designated Radio Replacement project lead will conduct the project kickoff meeting with participation from all interested parties.

Task 2—Review Proposed Motorola Configuration & Equipment List

RCC will review the proposed system configuration and Motorola’s equipment list and will provide comments and feedback about College Station’s portion of the network. RCC will discuss the system configuration with Harris County Regional Radio System representatives and with Motorola to clarify any interface issues that may arise. The City of College Station Representatives will have the option of participating in these discussions. RCC’s review will be focused on the appropriateness and completeness of the proposed equipment and configuration. RCC will meet with College Station representatives to discuss their findings and recommendations.

Task 3—Conduct Radio Coverage Analyses for proposed Configuration

To analyze the expected levels of radio coverage from the new system, RCC will run a series of radio propagation analyses (coverage analyses) based on the provided equipment list and sites. Coverage maps will be prepared to depict expected radio coverage performance at several levels, including mobile coverage, Portable coverage on-street, portable in 10 dB structures such as homes and light buildings, and 20 dB structures, typically medium to heavy buildings.

Task 4—Meet with City to Discuss Findings

Once the coverage analyses have been completed, RCC will meet with College Station representatives to review and discuss the coverage maps in detail. This meeting may occur in RCC’s Houston office or in College Station. If the proposed configuration does not meet College Station’s operational needs, RCC will run additional analyses to determine the amount of system expansion and the type of system configuration needed to meet the City’s current needs and those of the foreseeable future. Due to RCC’s familiarity with the project, RCC estimates that no more than one additional day of time will be needed to reconfigure the system to meet City needs. That time is already included in RCC’s cost estimate.

RCC will prepare a written high-level report including identified shortcomings in the proposed system, recommended system changes, and the basis for RCC’s recommendations.

Task 5—Assist with System Implementation Oversight

Once a system configuration has been finalized, RCC will provide implementation assistance to help the City improve the odds of meeting PSIC grant deadlines. RCC will participate in periodic project meetings expected to be held monthly. RCC can travel to College Station for the meetings or can participate via conference call to help reduce costs.

RCC will monitor Motorola and Harris County’s progress and will assist College Station in resolving issues that arise. RCC will inspect the equipment installations at the

repeater sites and at the City's dispatch facility for proper installation. RCC will report its findings to the City's representatives. For the purposes of this SOS and the associated cost proposal RCC included six one day trips to College Station during implementation. These trips can include both the City project meeting and site visits. , These meetings are intended to be City of College Station meetings.

Task 6—Support System Acceptance Testing

RCC will assist the City of College Station staff in conducting the System Acceptance Testing Process to verify system performance and conformance with contract requirements. This effort will begin with RCC reviewing Motorola's proposed Acceptance Test Plan to determine whether not it includes sufficient detail and appropriate test procedures to provide meaningful test results. If it does not, RCC will provide recommended changes to the ATP process. RCC has extensive experience in acceptance testing of Motorola trunked systems in Texas and throughout the Country.

RCC understands that radio coverage performance is very important to the City. To demonstrate coverage performance, RCC will assist the City in conducting a full system acceptance test as indicated below to verify system functionality, integrity, fallback modes and radio coverage performance.

RCC has included four man-days days of time in College Station for functional acceptance testing. Functional testing will include having Motorola or Harris County, as appropriate, demonstrate the following at City facilities:

- Proper equipment installation and grounding at the City's fixed network facilities which include City repeater sites and City dispatch points.
- Proper operation of repeaters including transmitter output power, spurious emissions, and receiver sensitivity,
- Transmission line (RF coax) Time Domain Reflectometry (TDR) sweeps to verify proper installation and performance
- Transmitter combiner loss to verify proper combiner operation
- Proper functioning of system site alarms
- Proper operation of trunked system features and functions, including but not limited to talkgroup call processing, user ID, emergency call processing, and emergency alerts with ID, group calls, and radio interoperability with other agencies using the system
- Proper dispatch console programming and operation
- System's fallback modes of operation as proposed

RCC staff will be on-site to oversee and witness the test listed above.

RCC has included a full man-week of time in College Station to conduct voice-based talk and listen DAQ coverage testing within the City limits. Coverage testing methodology is

important if meaningful test results are to be achieved. RCC will assist the City team in developing a meaningful test procedure that will involve preparing a grid overlay for the City's coverage test area, typically the City limits. An experienced member of RCC's staff will be on-site for the testing process which is expected to take no more than a week to complete. The test team should include City personnel at dispatch and in the field test team.

The test team will need to be instructed on proper testing procedures. RCC will brief the test team participants in proper procedure. RCC's consultant will ride with the field team to monitor test procedures and record DAQ test results.

RCC testing consists of a talk and listen Delivered Audio Quality (DAQ) test to be conducted in both the outbound and inbound directions from dispatch to field and field to dispatch. RCC will also ensure that some portion of the test calls be made between portable radios in the field as well.

TIA TSB-88 defines Delivered Audio Quality levels for Public Safety radio systems. DAQ-3.4 represents a level frequently selected by Public Safety agencies as it provides good performance at reasonable cost. DAQ-3.4 is defined as follows: "*Speech understandable with repetition only rarely required. Some Noise/Distortion.*"

For the City's test plan, test calls will be made using unknown sentences from a daily periodical such as a local newspaper or a USA Today to grade the radio users' ability to understand the spoken messages. Using a test phrase such as "testing 1, 2, 3, 4, 5." is useless because the testers already know what the message is.

Testing will limit the number of test retries needed to pass the test to

no more than 5% of the test retries to be counted to pass the test. RCC will track the grid test results by marking each tested grid pass or fail. The percentage passed will be identified and provided to the City.

RCC recognizes that there are no coverage guarantees involved in the Regional Approach, however such testing will be of benefit to the City to "benchmark and document" the level of coverage actually provided. If the City winds up expanding its portion of the system, the City may be able to include a requirement for a coverage guarantee in the expanded system configuration.

RF Signal measurement testing is also beneficial to help benchmark the new system's performance. Signal measurement testing is not included in the proposal at this time, but we are available to discuss it further if the City desires.

Task 7—Project Closure

At the end of every project of this nature, there are always a few remaining issues that need to be addressed or wrapped up by the City . For this reason, we have included three days of support to help closeout remaining project issues.

Estimate time required for RCC personnel to accomplish each Task is shown in the Task Sheet shown in Table 1.

Table 1: Estimated Time to Complete Tasks.

TASK SHEET



RCC CONSULTANTS, INC. TECHNICAL SERVICES CONTRACT 700 MHz BVWACS P25 System Implementation College Station, Texas System Development and Implenentation		September 29, 2008
Task#	Description	Hours
1	Project initiation & orientation	6
2	Review system configuration & equipment list, discuss w/ Harris County & Motorola (City may participate)	20
3	Conduct coverage analyses	32
4	Meet with City to discuss findings, run additional analyses to expand system if needed. Prepare	52
5	Assist with implementation oversight	196
6	System acceptance testing	100
7	Project closeout	24
* ON SITE TASKS		TOTAL
		430

RCC Responsibilities

- RCC responsibilities are contained in Tasks 1 - 7 outlined above.

City of College Station Responsibilities

- Facilitate communications and interaction between RCC Communications, City Departments, Motorola, and BVWACS Operating and Governing Board.
- Provide a suitable location for the kick-off meeting, if required.

- Provide RCC Communications project manager a list of Primary and Secondary contacts for the project.
- Coordinate with City Departments to provide RCC project manager available information concerning existing 800 MHz radio systems, and the proposed BVWACS 700 MHz system that may be helpful in this effort.
- Assist in conducting Acceptance Testing [Task 6]
- Assist in scheduling all meetings and presentations as required by Tasks 1-7.

Deliverables

- One (1) electronic and one (1) paper copy of the Written Report (MS Word format) [Task 4]
- Results of the Acceptance Testing [Task 6]

Exhibit "B"

Fees and Expenses

			September 29, 2008	
RCC CONSULTANTS, INC. TECHNICAL SERVICES CONTRACT				
700 MHz BVWACS P25 System Implementation				
College Station, Texas				
System Development and Implenentation				
Direct Engineering Expenses				
	Hours	Rate	Subtota	
Vice President General Manager	12	\$ 250.00	\$ 3,000.0	
Director	10	\$ 200.00	\$ 2,000.0	
Managing Consultant	30	\$ 185.00	\$ 55,500.00	
Senior Consultant	90	\$ 165.00	\$ 17,820.00	
	8			
Administrative Assistant		\$ 70.00	\$ -	
Total			\$ 78,320.00	\$ 78,320.00
Travel and Per Diem Expenses				
		Rate	Subtota	
Round Trip Airline Fares #1 @		\$ 250.00		
Round Trip Airline Fares #2 @		\$ 400.00		
9.5 Man Days per Diem @		\$ 130.00	\$ 1,235.0	
Days Rental Vehicle @		\$ 75.00		
3500 Miles		\$ 0.45	\$ 1,575.0	
Total			\$ 2,810.0	\$ 2,810.00
General and Administrative Fee		15%	\$ 421.50	\$ 421.50
Miscellaneous Expenses				\$ -
Total				\$ 81,551.50

- ◆ Hourly rates for professional fees beyond the scope of work will be based on RCC prevailing standard rates and additional expenses and will be approved in advance as required in the basic contract procedures for changes in scope.
- ◆ Any meetings required beyond those specifically addressed in the Scope of Services are subject to further negotiations of the Scope of Services. Physical attendance at regular (i.e. weekly, monthly, etc.) status meetings is not included as part of this effort (RCC personnel and radio project personnel may conduct phone conferences and progress meetings from time to time as mutually agreed upon). Various meetings to complete Task 5 of the SOS are also

planned and included. At the City of College Station's discretion, RCC will meet with the Project Team and the BVWACS Operations Board to discuss the findings and recommendations for changes to the planned BVWACS Phase I implementation.

- ◆ The cost proposal currently includes printed and electronic copies of findings and recommended changes to the BVWACS Phase I plan as specified in the SOS. Electronic copies will be provided on CD-ROM/DVD media for easy review.
- ◆ Electrical, mechanical, structural, civil, or other design engineering services not specifically indicated in this proposal are not proposed.
- ◆ In order to be more responsive to the City of College Station's needs, RCC may move professional fees and expenses between project tasks as needed to complete the scope of work, as long as the total amount billed to the City of College Station does not exceed the total contract amount for fees and expenses.

Exhibit C

Insurance Requirements

I. The Contractor agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract. The following insurance policies shall be required:

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

II. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

III. The Contractor shall include all subcontractors as Additional Insureds under its policies, or shall furnish separate certificates and endorsements for each subcontractor. Coverages for subcontractors shall be subject to all requirements stated herein.

IV. General Requirements Applicable to All Policies.

- A. Only insurance carriers licensed and admitted to do business in the State of Texas shall be accepted.
- B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis for property damage only.
- C. "Claims made" policies are not accepted, except for Professional Liability insurance.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station by certified mail, return receipt requested.
- E. Upon request, certified copies of all insurance policies shall be furnished to the City.
- F. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 - 1. The insurance company is licensed and admitted to do business in the State of Texas

2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
 3. All endorsements and coverages are included according to the requirements of this Contract
 4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
- G. The City of College Station, its officials, employees, and volunteers are to be named Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

V. **Commercial General Liability** requirements:

- A. Coverage shall be written by a carrier with an “A: VIII” or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
- C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall include but not be limited to premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
- F. The City shall be named as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

VI. **Business Automobile Liability** requirements:

- A. Coverage shall be written by a carrier with an “A:VIII” or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos. (Note: Contractor does not own any autos.)

VII. **Workers Compensation Insurance** requirements:

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *all* employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- B. The workers compensation insurance shall include the following terms:
1. Employer's Liability limits of \$1,000,000 for each accident is required.
 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- C. Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. *Definitions:*

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

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

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of

coverage to be provided to the person for whom they are providing services.

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

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

VIII. Professional Liability requirements:

- A. Coverage shall be written by a carrier with a “A:VIII” or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City upon request.
- C. For “claims made” policies, a 24-month extended reporting period shall be required.

October 23, 2008
Consent Agenda Item No. 3k
Land Acquired by Condemnation for Twin Oaks Landfill

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion concerning a resolution approving special warranty deeds conveying one-half undivided interest to the City of Bryan in land acquired by condemnation for Twin Oaks Landfill.

Recommendation(s): Staff recommends approval of the special warranty deeds.

Summary: In July 2008 the City of College Station condemned ten tracts of land in Grimes County for the Twin Oaks Landfill. Pursuant to the 2003 First Supplemental BSWMA Joint Solid Waste Interlocal Agreement between the City of Bryan and the City of College Station, all real property acquired for the use of the landfills is to be owned as tenants in common with each City having a one-half undivided interest.

With the exception of one tract in which one of the property owners has filed objections to the special commissioners' award, one-half undivided interest in the remaining nine tracts can now be conveyed to the City of Bryan. Upon the Council's approval of the attached Special Warranty Deeds conveying the interest, the signed deeds will be recorded in the Official Records of Grimes County.

Budget & Financial Summary: N/A

Attachments:

1. A resolution will be distributed to the Council prior to the meeting.

**October 23, 2008
Regular Agenda Item No. 1
Comprehensive Plan Amendment – Park Zones**

To: Glenn Brown, City Manager
From: Marco A. Cisneros, Director of Parks and Recreation

Agenda Caption: Public hearing, presentation, possible action and discussion to consider an ordinance amending the Park Zones in the Recreation, Park and Open Space Master Plan, an element of the City's Comprehensive Plan.

Recommendation(s): The Planning and Zoning Commission unanimously recommended approval in their August 21, 2008 meeting. Staff also recommends approval of an ordinance amending the Recreation Park and Open Space element of the City of College Station's Comprehensive Plan.

Summary: On September 13, 2007, City Council approved Ordinance No. 2997 amending Chapter 9 Subdivisions of the Code of Ordinances of the City of College Station, Texas by amending Section 10, Park Land Dedication which increased fees and extended park land requirements into the ETJ with adoption on January 1, 2008.

Because of this ordinance change, a comprehensive plan amendment and ordinance are recommended to reconfigure the Park Zones from 16 to 29 zones with the addition of 13 new zones in the ETJ.

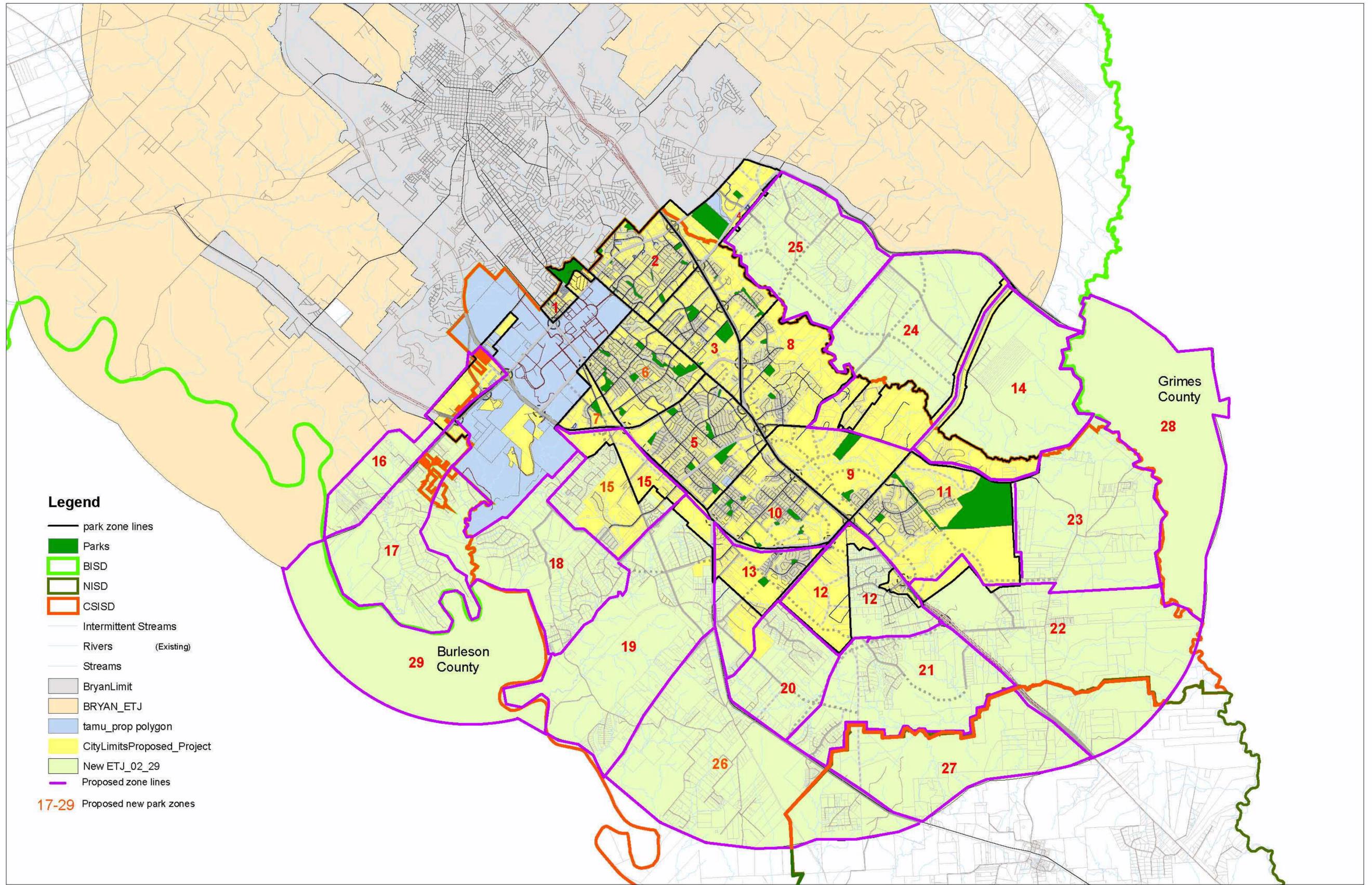
Park Zones are established by the City's Comprehensive Plan in the Recreation, Park and Open Space Master Plan. They are configured to indicate service areas for neighborhood parks and the boundaries are established using major thoroughfares, streams, City limits and the ETJ.

On June 10, 2008, the Parks and Recreation Advisory Board recommended approval of the proposed Park Zones as submitted by staff. The Planning and Zoning Commission recommended approval on August 21, 2008.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Proposed Park Zones Map
3. August 21, 2008 P&Z minutes



Legend

- park zone lines
- Parks
- BISD
- NISD
- CSISD
- Intermittent Streams
- Rivers (Existing)
- Streams
- BryanLimit
- BRYAN_ETJ
- tamu_prop polygon
- CityLimitsProposed_Project
- New ETJ_02_29
- Proposed zone lines
- 17-29** Proposed new park zones

N

Proposed Park Zone Map

Adopted by Parks Board June 10,2008



MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, August 21, 2008
at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Bill Davis, Noel Bauman, Paul Greer, Doug Slack, Thomas Woodfin and Hugh Stearns

COMMISSIONERS ABSENT: None

CITY COUNCIL MEMBERS PRESENT: None

CITY STAFF PRESENT: Senior Planner Lindsay Boyer, Senior Assistant City Engineer Carol Cotter, City Engineer Alan Gibbs, Assistant Directors Lance Simms and Gabriel Elliott, First Assistant City Attorney Carla Robinson, Parks & Recreation Director Marco Cisneros, Greenways Program Manager Venessa Garza, Action Center Representative Kerry Mullins and Staff Assistants Nicole Padilla and Brittany Caldwell

1. Call Meeting to Order.

Chairman Nichols called the meeting to order at 7:10 p.m.

2. Hear Citizens.

None

3. **Consent Agenda.**

3.1 Presentation, possible action, and discussion on a Final Plat for University Summit Phase One, consisting of 1 lot on 6.156 acres, located along University Drive East approximately 1,970 linear feet west of its intersection with FM 158. **Case #08-00500163 (MR)**

This item was pulled from the Consent Agenda and was not considered at this meeting.

Regular Agenda

4. Consideration, discussion, and possible action on items removed from the Consent Agenda by Commission action.

No items were removed from the Consent Agenda.

5. Public hearing, presentation, possible action, and discussion on a rezoning request for 34.06 acres of the Oakland Ridge Subdivision from A-O, Agricultural-Open to R-1, Single Family Residential, R-3, Townhomes, and R-4, Multi-Family Residential located off Jones-Butler Road and near Cain Road, adjacent to the Las Palomas Subdivision. **Case #08-00500151 (LB)**

Lindsay Boyer, Senior Planner, presented the rezoning request and stated that the uses have been approved with the Master Plan prior to annexation, and may therefore be developed without rezoning.

There was general discussion regarding the rezoning.

Chairman Nichols opened the public hearing.

No one spoke during the public hearing.

Chairman Nichols closed the public hearing.

Commissioner Davis stated that he would support the rezoning, but said that the annexation guidelines may need to be improved.

Commissioner Davis motioned to recommend approval of the rezoning. Commissioner Bauman seconded the motion, motion passed (7-0).

6. Public hearing, presentation, possible action and discussion regarding the reconfiguration of Park Zones as a comprehensive plan amendment to the Recreation, Park and Open Space Master Plan, an element of the City's Comprehensive Plan. **Case #08-00500189 (MC)**

Marco Cisneros, Parks & Recreation Director, presented the comprehensive plan amendment to the Park Zones.

There was general discussion regarding the Park Zones.

Commissioner Davis motioned to recommend approval of the comprehensive plan amendment. Commissioner Woodfin seconded the motion, motion passed (7-0).

7. Discussion and possible action on future agenda items – A Planning and Zoning 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.

None

8. Adjourn.

Commissioner Bauman motioned to adjourn the meeting. Commissioner Davis seconded the motion, motioned passed (7-0).

Meeting adjourned at 7:50 p.m.

Approved:

John Nichols, Chairman
Planning and Zoning Commission

Attest:

Brittany Caldwell, Staff Assistant
Planning and Development Services

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE RECREATION, PARKS AND OPEN SPACE MASTER PLAN OF THE COMPREHENSIVE PLAN OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE COLLEGE STATION PARK ZONES MAP, 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 the "Recreation, Parks and Open Space Master Plan" portion of the "Comprehensive Plan of the City of College Station" be amended by amending the "College Station Park Zones Map" as set out in Exhibit "A" attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2008.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney

October 23, 2008
Regular Agenda Item No. 2
UDO Amendment, Section 7.9.B.6 (Traffic Impact Analysis), Section 7.9.H
(Submittal Requirements) and adding Section 7.12 (Traffic Impact Analyses)

To: Glenn Brown, City Manager

From: Bob Cowell, AICP, Director of Planning & Development Services

Agenda Caption: Presentation, public hearing, possible action, and discussion on an ordinance amending Chapter 12 of the City of College Station Code of Ordinances, Unified Development Ordinance Section 7.9.B.6 (Traffic Impact Analysis), Section 7.9.H (Submittal Requirements) and adding Section 7.12 (Traffic Impact Analyses)

Recommendation(s): The Council heard this item at their August 28th meeting where they tabled the item with instruction to further engage stakeholders and to separate the TIA language into two distinct requirements, one for Nonresidential and Multi-family projects and the other for single family and duplex residential projects. Prior to the Council hearing In August the Planning & Zoning Commission heard this item at their meeting on July 17, 2008 and voted 6-0 to recommend approval with the recommendation that the Council consider amending the trip generation table for single family residential developments to be based on prevailing development densities versus zoning based densities. Staff recommended approval of the ordinance as presented.

Summary: In August 2008 Council instructed staff to amend the proposed TIA language to address Nonresidential and Multi-family projects separate from single family and duplex residential projects. The attached language represents the proposed TIA requirements for Nonresidential and Multi-family projects.

As requested staff further engaged stakeholders in the development of the proposed ordinance and has prepared language for the Council's consideration. Specifically, staff has modified some of the language to be more specific and has removed reference to any requirements associated with single family and duplex projects (including townhomes).

The proposal continues to identify applicability to all rezoning and site plan proposals projected to exceed 250 vehicle trips in the peak hour. The proposal establishes the trip generation rates that shall be used for rezoning requests, identifies what is required to be included in the TIA, specifies how the TIA will be analyzed, and how traffic impacts are to be mitigated.

Budget & Financial Summary: N/A

Attachments:

1. Red-Lined Version of current UDO section
2. Ordinance
3. P&Z Draft Minutes (July 17, 2008)

~~1. Traffic Impact Analysis~~

~~This section establishes requirements and procedures pertaining to traffic impact analysis (TIA) for non-residential developments. These requirements are intended to inform the applicant of the City's expectations, expedite the City staff's review process of TIA reports, provide standard criteria for evaluating development proposals, and establish equitable mitigation and cost sharing policies.~~

~~The TIA is intended to develop public/private partnerships to coordinate land use and transportation facility development. Both the City of College Station and the land developer share in the responsibility to consider all reasonable solutions to identified transportation problems.~~

~~a. Purpose~~

~~This process is done simultaneously with the submittal of a site plan. The goal of this study is to look at a specific development of known size and use and to determine the effect of that use on the existing roadway system. It uses existing traffic volumes and assumes the existing roadway configuration to be used for analysis. This process should ensure that the roadway system is adequate to accommodate the proposed use and may recommend mitigation measures necessary to ensure efficient traffic flow around the proposed site (as based on intersection and roadway levels of service).~~

~~b. Objective~~

~~A TIA is intended to define the immediate impacts of the proposed development and any necessary transportation improvements (public or private) required to ensure a satisfactory level of service on all affected thoroughfares. A TIA is designed to mitigate traffic impacts by optimizing roadway capacity, access design, and traffic control. A TIA may not be used to deny development permitted by zoning, nor shall it be used to modify road design contrary to the Comprehensive Plan. Specific improvements to the existing roadways consistent with the Thoroughfare Plan may be needed to gain approval of site plan proposals.~~

~~c. Definitions~~

- ~~1) Trip Generation Rates – The City's criteria for trip generation for various categories of land use and density shall be those set forth in the latest edition of the trip generation informational report published by the Institute of Transportation Engineers (ITE) unless the proposed use does not have a corresponding rate in the Trip Generation Manual. Alternate trip generation rates shall not be accepted but shall instead be adopted for City-wide use on the basis of a general study of local conditions.~~
- ~~2) Design Year – The design year is the point in time upon which assumptions pertaining to land use, population, employment, and transportation facilities are based. All TIAs shall use a design year based on the expected date of project occupancy.~~
- ~~3) Base Volumes – Base volumes shall be based on current traffic counts adjusted to the expected date of project occupancy. When available, all base data shall be supplied by the City Traffic Engineer. In all cases when ground counts are needed and are not available, the developer or his agent shall be required to collect such data.~~
- ~~4) Level of Service (LOS) – Level of service is a measure of the level of congestion experienced on roadways. The desirable~~

minimum level of service of the City of College Station is Level of Service D in the peak hour. Level of service shall be measured of both link and intersection operations.

~~d. Applicability~~

~~A TIA will be required for non-residential site plans submitted for approval that generate 5,000 trips or more per day. A TIA may be required for non-residential site plans submitted for approval that generate less than 5,000 trips per day, where the peaking characteristics could have a detrimental impact on the transportation system as determined by the Administrator or his designee.~~

~~All TIAs shall be performed by a consultant qualified to perform such studies. Requirements for mitigating negative traffic impacts shall apply to all cases. In certain cases, due to project phasing, a TIA might be required with a concept plan submittal.~~

~~It is the responsibility of the applicant to demonstrate that a TIA is not required for a non-residential site plan application, as defined in Section 3.5. In cases where a TIA is required, the site plan application will be considered incomplete until the TIA is submitted.~~

~~e. Methodology~~

~~A pre-submission consultation with the Administrator or his designee is required. Details of the required analysis and the study area will be determined at this meeting. In certain instances, traffic from other approved but not built developments may have to be accounted for in traffic assignments. Staff may also require specific assumptions such as percent trucks be altered to match local conditions. Peak hour analysis might be directed to reflect the peak 15 minutes for certain types of land uses. All of these types of issues will be addressed at the pre-submission consultation.~~

~~f. The following procedures shall be followed in preparing traffic impact studies submitted to the City:~~

~~Content:~~

- ~~1) Study Area – A map(s) shall be included delineating the TIA study area and all existing and planned streets therein. The study area will be defined in the pre-submission consultation meeting with the Administrator or his designee;~~
- ~~2) Existing Zoning and Development – Describe existing zoning including land area (gross and net) by zoning classification, square footages, numbers of hotel rooms, dwelling units, etc. Also, describe any existing development on-site and how it will be affected by development proposals;~~
- ~~3) Thoroughfare Network – Describe existing thoroughfares, signals and signal phasing, and traffic volumes within the study area;~~
- ~~4) Proposed Development – Describe the proposed development including land area (gross and net), square footage, number of hotel rooms, dwelling units, etc. Also describe roadway conditions as expected by date of occupancy. Indicate roadway and intersection capacities at study date;~~
- ~~5) Impact Determination – Determine the level of service for all thoroughfares and intersections in the study area. The analysis shall contain the following minimum information:
 - ~~(a) Proposed Trip Generation – Calculate total trip generation by use (assuming full development and occupancy) and report any reductions for passer-by, mixed~~~~

use, etc. Show trip generation by use in tabular form with land use trip generation rates and trips generated.

~~(b) Trip Distribution and Assignment — Trips generated by the proposed development are to be added to the base volumes projected for the design year. Peak hour volumes must be calculated. Distribution assumptions and assignment calculations must be provided.~~

~~(c) Level of Service Analysis — Show in tabular form, 24 hour and peak hour V/C ratios for links and intersections within the study area. This analysis should be done for the following traffic conditions: existing traffic, background traffic, background plus project traffic. Analyze all points of ingress and egress, median breaks, and turn lanes associated with the proposed site.~~

~~(d) Conclusions — Provide a summary of points of conflict and congestion. Identify all thoroughfare links or intersections exceeding a Level of Service D and the percent increase in total traffic produced by the proposed site plan. Identify any operational problems (e.g., drives, median openings, and signalization) within the study area.~~

~~6) Mitigation~~

~~(a) Traffic levels exceeding Level of Service D, where the development is contributing 5% or more of the total trips shall be mitigated to predevelopment levels. Problems demonstrated by the TIA can be corrected by:~~

~~(b) Access Management requirements in addition to those provided in Article 7.3 and the City of College Station Engineering Design Guidelines relating to driveway and median opening spacing.~~

~~(c) Modifying density or intensity of use (e.g., reduction in square footage or percentage of commercial use);~~

~~(d) Phasing construction until additional roadway capacity becomes available;~~

~~(e) On-site improvements including access controls and site circulation adjustments; and~~

~~(f) Off-site improvements including the construction of additional lanes where the surrounding thoroughfares are not fully developed or intersection improvements, including signalization, where the surrounding area is approaching full development.~~

~~7) Costs of Mitigation~~

~~Mitigation improvements which are attributable to the proposed development shall be funded at the developer's expense. Any other improvements shown which are consistent with the Thoroughfare Plan may be repaid by the City in accordance with its cost-sharing policies.~~

Submittal Requirements

When non-residential architectural standards are applicable, submitted site plans shall include the following, in addition to other site plan application requirements:

Accurate building footprint(s);

Mechanical screening details;
Detention pond screening details
Location and number of bicycle parking facilities;
Park lot configuration in compliance with 7.9.B.6 Parking Lots, if applicable (120 parking spaces or more);
Additional landscaping requirements, if applicable (50,000 square feet and greater);
Location of pedestrian walkways, if applicable (50,000 square feet and greater);
~~Traffic Impact Analysis, if applicable (5,000 trips per day or greater);~~
Location and details of public plaza and amenities, if applicable (150,000 square feet and greater).

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," BY DELETING SECTION 7.9.B.6, "TRAFFIC IMPACT ANALYSIS,," AMENDING SECTION 7.9.H, "SUBMITAL REQUIREMENTS," AND ADDING SECTION 7.12, "TRAFFIC IMPACT ANALYSIS" TO THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance," be amended so as to delete Section 7.9.B.6, "Traffic Impact Analysis,," amend Section 7.9.H, "Submittal Requirements," and add Section 7.12, "Traffic Impact Analysis" to the Code of Ordinances of the City of College Station, Texas, as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 23rd day of October, 2008.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT “A”**I.**

That Section 7.9.B.6, “Traffic Impact Analysis,” of Chapter 12, “Unified Development Ordinance,” of the Code of Ordinances of the City of College Station, Texas, is hereby deleted.

II.

That Section 7.9.H, “Submittal Requirements,” of Chapter 12, “Unified Development Ordinance,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read in its entirety as follows:

H. Submittal Requirements

1. When non-residential architectural standards are applicable, submitted site plans shall include the following, in addition to other site plan application requirements:
 - a. Accurate building footprint(s);
 - b. Mechanical screening details;
 - c. Detention pond screening details;
 - d. Location and number of bicycle parking facilities;
 - e. Park lot configuration in compliance with 7.9.B.7 Parking Lots, if applicable (120 parking spaces or more);
 - f. Additional landscaping requirements, if applicable (50,000 square feet and greater);
 - g. Location of pedestrian walkways, if applicable (50,000 square feet and greater);
 - h. Location and details of public plaza and amenities, if applicable (150,000 square feet and greater).
2. When non-residential architectural standards are applicable, submitted building plans shall include the following, in addition to other building permit application requirements:
 - a. Scaled building elevations for each façade, depicting the following:
 - 1) Required architectural relief; and
 - 2) Location of building materials.
 - b. Accurate building footprint(s);
 - c. Sample building materials and color details; and
 - d. Table of vertical square footage and percentage of building materials for each façade.

III.

That Section 7.12, “Traffic Impact Analyses,” of Chapter 12, “Unified Development Ordinance,” of the Code of Ordinances of the City of College Station, Texas, is hereby added to read as follows:

7.12 Traffic Impact Analyses

This section establishes requirements and procedures pertaining to traffic impact analyses (“TIAs”). This Article is intended to inform the applicant of the City's expectations to ensure safe and adequate access to development properties; adequate traffic flow on existing and proposed/planned roadways; and sufficient connectivity of the existing and proposed/planned roadway system attributable to their proposal. In addition this Article is intended to expedite the City’s review of TIA reports, provide standard criteria for evaluating proposals, and identify some potential mitigation measures.

The TIA is intended to form the basis for design of any proposed access/roadway system to ensure coordination of the proposed land use with the transportation needs resulting there from. The City of College Station and the developer share responsibility to identify and solve transportation issues arising from land development.

College Station requires that TIAs accompany certain zoning applications and certain site plan applications. It is intended that any TIA required for any type of land development proposal will complement the overall goal of ensuring that adequate transportation facilities are in place to serve land uses by the time those uses are occupied and generating traffic. These purposes are further amplified below.

A. Purpose

1. Zoning TIA

The goal of a TIA submitted in conjunction with a zoning request is to determine the effect that uses allowed within various proposed zones will have on existing and/or any proposed/planned roadway systems, and to ensure there is a balance between future land uses and future transportation systems. Zoning applications that are required to have a TIA are evaluated using both current and long-term traffic and roadway scenarios.

The TIA will determine whether acceptable levels of service will be maintained for traffic flow within the proposed project and in its study area. Where service levels fall below acceptable standards, mitigation solutions will be analyzed for their effectiveness. A TIA for a zoning request should not recommend mitigation measures that are inconsistent with any traffic or roadway provisions of the Unified Development Ordinance or the City’s Comprehensive Plan, including the Thoroughfare Plan. The Planning and Zoning Commission and the City Council shall consider the findings of the TIA in approving or disapproving zoning changes to the extent allowed by law.

2. Site Plan TIA

The goal of a TIA submitted in conjunction with a site plan is twofold: to assess the adequacy and safety of proposed access to adjacent existing or planned roadways (or designs proposed for such access or roadways); and to determine effects the site project may have on current and future land development and roadway systems in its study area. Generally, the TIA uses

current and anticipated near-term traffic volumes and roadway configurations for the analysis. The process should ensure that the roadway system is, or will be, adequate to accommodate the proposed use and that safe and adequate access will be provided for travel between the site and the public roadway system.

Where the TIA shows levels of service falling below acceptable minimums on roadway systems in its study area the TIA will recommend appropriate mitigation measures and demonstrate their effectiveness. Example mitigation techniques may include adding/lengthening deceleration/turn lanes, improving driveway access, providing connectivity, and modifying traffic control devices.. Combinations of these techniques and other techniques can be considered. A TIA for a site plan should not recommend mitigation measures that are inconsistent with any traffic or roadway provisions of the Unified Development Ordinance or the City’s Comprehensive Plan, including the Thoroughfare Plan. The Planning and Zoning Commission shall consider the findings of the TIA in approving or disapproving site plans to the extent allowed by law.

B. Definitions

1. **Trip Generation Rates** - Trip Generation Rates are used to estimate the amount of vehicular traffic generated by proposed rezoning or a proposed site plan. For Zoning TIAs, these rates are shown by zoning district in the table below. Site plan TIAs shall use rates set forth in the latest edition of the Trip Generation Report published by the Institute of Transportation Engineers (ITE), unless said Report does not adequately address the type or intensity of the proposed land use. In this event the applicant or his agent shall submit projected vehicle trips to the Administrator. For land uses adequately represented in said Report, alternate trip generation rates shall not be accepted.

Table 1 Trip Generation: Residential Land Uses				
Zoning Classification	Maximum Units / Acre	ITE Land Use Code	Trip Rate / Unit	Trip Rate / Acre
R-4	20.0	220	0.62	12.4
R-6	30.0	220	0.62	18.6
R-7	Determined by Administrator			
P-MUD	Determined by Administrator			

Table 2 Trip Generation: Non-Residential Land Uses				
Zoning Classification	Maximum Units/Acre*	ITE Land Use Code	Trip Rate / KSF	Trip Rate / Acre
A-P	16,000 sf	710	1.55	25

C-1	13,500 sf	820	3.75	50
C-2	16,000 sf	710	1.55	25
C-3	11,000 sf	820	3.75	40
M-1	N/A	110	N/A	7.5
M-2	N/A	120	N/A	2.2
C-U	Determined by Administrator			
R&D	N/A	760	N/A	16.8
PDD	Determined by Administrator			

* Density maximum calculated based on existing (2007) developments in the City of College Station.

2. **Design Year** - The design year is the point in time upon which assumptions pertaining to land use, population, employment, and transportation facilities are based. All TIAs shall use a design year based on the expected date of project occupancy, and shall include consideration of nearby development that has been approved and will contribute traffic volume to the proposed project’s study area.
3. **Peak Periods** – Peak periods relate to times of day experiencing the greatest hourly traffic flow rates. Two “peaks” are to be addressed by a TIA: The morning and afternoon peak hours (or projected peak hours) of existing (or planned) roadways serving the proposed land development. Typically roadway peak periods are between 7:00 and 9:00 a.m. and between 4:00 and 6:00 p.m.
4. **Base Volumes** - Base volumes shall be based on current traffic counts adjusted to the expected date of project occupancy plus volumes generated by nearby future development (all phases) that has been approved by the City. When available, base data will be supplied by the City Traffic Engineer. In all cases where traffic counts are needed and are not available, the developer or his agent shall be required to collect such data according to guidelines approved by the Administrator.
5. **Level of Service (LOS)** - Level of Service is a measure of the extent of congestion experienced on roadways. It is measured through analysis of traffic operating conditions on roadway links and at intersections, using techniques presented in the latest edition of the Transportation Research Board’s Highway Capacity Manual.

c. Applicability

1. Zoning TIA

Any zoning request, except for certain “redevelopment” areas, requests for A-O, A-OR, R-1, R-1B, R-2, or R-3 zoning classifications which is expected to generate at least 250 vehicle trips during any peak hour period requires a TIA. Where the Comprehensive Plan designates a property as “Redevelopment” a TIA is required if the zoning request is expected to generate at least 250

vehicle trips during any peak hour period more than those generated by the currently approved use(s) on the property. A zoning request involving multiple zoning districts is required to have a TIA based on the total traffic generated for all the proposed districts. A TIA may be required for a zoning request that generates less than 250 trips in the peak hour, where the peaking characteristics could have a detrimental impact on the transportation system as determined by the Administrator.

A TIA shall be required unless the applicant demonstrates to the satisfaction of the Administrator that a TIA is not necessary for the proposed rezoning request. In cases where a TIA is required, the rezoning application will be considered incomplete until the TIA is submitted.

2. **Site Plan TIA**

Any proposed development requiring site plan approval, excluding developments located in the zoning classifications of NG-1, NG-2, or NG-3, which is expected to generate at least 250 trips in any peak hour period requires a TIA. A TIA may be required for site plans that generate less than 250 trips in any peak hour period where the peaking characteristics could have a detrimental impact on the area's vehicular transportation system as determined by the Administrator.

A TIA shall be required unless the applicant demonstrates to the satisfaction of the Administrator that a TIA is not necessary for the proposed site project. In cases where a TIA is required, the site plan application must be accompanied by the TIA.

D. **Methodology**

1. **Professional Engineer to perform TIA.** All required TIAs shall be performed by a professional engineer licensed in the State of Texas qualified to perform such analyses. Qualifications may include, but are not limited to, certification as a Professional Traffic Operations Engineer or Professional Transportation Planner by the Institute of Transportation Engineers or certification by the Texas Department of Transportation to conduct traffic engineering studies.
2. **Pre-submittal meeting.** A pre-submission consultation with the Administrator is required at the time of the Pre-Application Conference to discuss whether a TIA is required and, if so, the relevant aspects thereof. The study area will be defined to include nearby land developments (existing or approved), the street network to be examined (the "study network"), and the minimum extent of analysis. In addition, details of the procedures, assumptions, data collection, and analysis methodology(ies) will be determined at this meeting. Traffic from other nearby developments that have been approved but not yet constructed will be accounted for in the TIA as determined by the Administrator. The Administrator may require other specific assumptions such as the percent of trucks to match local conditions. The City may require analyses of peak 15 minute intervals for certain types of

land uses that generate major traffic surges such as, but not limited to, stadiums, movie theaters, arenas, and schools.

3. Zoning TIA Content

- a. **Study Area** - A map(s) will delineate the TIA study area, including land areas to be considered and all existing/planned streets therein, and the “study network” (those streets and intersections requiring specific analyses). The study area shall be determined based on the geographical area most affected by the proposed zoning request as determined by the Administrator after conferring with the applicant’s traffic engineer
- b. **Existing Zoning** - A description by zoning classification of the existing zoning in the area proposed for rezoning.
- c. **Proposed Zoning** – A description of the proposed zoning including land area by zoning classification.
- d. **Roadway Network** - A description of the existing and proposed/planned roadways of all classifications and traffic volumes on the study network within the study area.
- e. **Impact Determination** – An assessment of projected traffic volumes is to be made for all study network roadways, comparing those with allowable volume limits on roadways classed as collector and local, and providing a description of the volume/capacity (V/C) ratio for all roadways in the study network. In addition delay projections for signalized and unsignalized intersections in the study network will be determined. Where V/C ratios and intersection delay are the measures of effectiveness Level of Service D or better must be maintained. The analysis shall contain the following minimum information:
 - 1) **Proposed Trip Generation** - Show in tabular form trip generation rates (see Table 1 or 2, as applicable) and the total trips generated based on proposed zoning.
 - 2) **Existing Trip Generation** – Show in tabular form trip generation rates (see Table 1 or 2, as applicable) and the total trips generated based on existing zoning.
 - 3) **Net Increased Trip Distribution and Assignment** - Show proposed trip generation minus existing trips and the calculation of new trips generated. The net increase in trips generated by the zoning request is to be added to the base volumes projected by design year. Twenty-four hour and peak hour volumes must be calculated. Distribution and assignment calculations must be provided.
 - 4) **Level of Service Analysis** - Show in tabular form peak hour Level of Service for existing and proposed zoning. Calculations shall include all thoroughfare links and intersections. Calculate level of service and percentage change (when compared to base volumes) for each link and intersection.

- 5) **Neighborhood Traffic Analysis** – If a proposed rezoning is projected to increase the traffic on an existing or proposed/planned minor collector or local residential roadway (street) at least ten percent (10%), a neighborhood traffic analysis shall be performed. This analysis will include an evaluation of existing and projected traffic on the affected roadways. Where the projected traffic exceeds the limits indicated in the BCS Design Guidelines, street network layout must be adjusted to lower this traffic volume.
 - 6) **Conclusions** - Summarize points of conflict and congestion, identify all thoroughfare links and intersections not achieving Level of Service D or better, and the percentage change resulting from the proposed zoning change. The results of examining collector and local residential roadways, including the findings of any neighborhood traffic analysis must also be summarized.
- f. **Mitigation** - A description of the mitigation measures proposed for achieving acceptable service thresholds shall be shown. Analysis of the study network as adjusted by the proposed measures must be documented. Traffic produced by the proposed zoning request plus traffic levels projected by the time of project occupancy should result in Level of Service D or better. Locations not meeting Level of Service D where the proposed zoning contributes five percent (5%) or more of the peak hour traffic must be mitigated by the applicant. Acceptable methods of mitigating negative traffic impacts include any one, or a combination of, the measures listed below but is not limited to those listed.
- 1) Modifying the zoning request so that resulting traffic volumes yield Level of Service D or better throughout the study network.
 - 2) Modify any street network proposed as part of the development project in terms of size, layout, connectivity, intersection layouts, or location of termini with thoroughfares, or any combination of such changes.
 - 3) Limit development densities/intensities within one or more zoning classifications or land parcels to result in acceptable traffic volumes.
 - 4) Making minor thoroughfare or intersection improvements, such as adding/extending or relocating turn lanes, adding/extending acceleration and/or deceleration lanes, adding non-traversable medians, relocating median openings, using special directional median openings, or using special features to facilitate safe U-turn maneuvers.

Amendments to the City's Thoroughfare Plan shall not be accepted as a means of mitigating negative impacts, unless the proposed amendment(s) can be shown to enhance capacity and safety and will be constructed as part of the proposed land development project.

- g. **Planning and Zoning Commission Report** - The Planning and Zoning Commission shall make a report to the City Council on all TIAs it considers in conjunction with requests for rezoning. The Planning and Zoning Commission may make a recommendation for approval, modification, or denial of the zoning case based on other planning factors in addition to its review of the TIA.

Where the identified impacts of the proposed zoning cannot be adequately mitigated, the Planning and Zoning Commission may recommend to the City Council one or more of the following actions:

- 1) Denial of the zoning case in total or in part.
- 2) Other action(s) deemed appropriate by a study made, or endorsed by, a qualified traffic engineer to mitigate negative traffic impacts.

4. **Site Plan TIA Content** - Submittals of TIAs for site plan projects shall include the following:

a. **Study Area** - A map(s) delineating the TIA study area, including land areas to be considered and all existing/planned roadways therein, and the “study network” (those roadways and intersections requiring specific analyses). The study area will be determined by identifying the geographical area most affected by the proposed development as determined by the Administrator after conferring with the applicant. In general the study area will cover all intersections through which at least ten percent (10%) of the proposed development’s site traffic passes, and shall extend to and include at least the first traffic signal in all directions if within one mile of any portion of the site. Existing roadway and intersection capacities shall be shown.

b. **Existing Zoning and Development** - A description of existing zoning including land area (gross and net) by zoning classification, square footage, density of hotel rooms, dwelling units, etc. Also, a description of development currently within the proposed site plan, including showing how it will be affected by the new development proposal;

c. **Thoroughfare Network** - A description of existing thoroughfares, signals, signal phasing and traffic volumes within the study area;

d. **Proposed Development** - A description of the proposed development including land area (gross and net), square footage, density of hotel rooms, dwelling units, etc. Also a description of anticipated roadway conditions expected by the date of occupancy of the proposed development shall be included.

f. **Proposed access** – Identification of the proposed access driveways for the site. This shall include the location and number of lanes, proposed traffic controls, and relationship to on-site circulation features for each proposed point of access. It must also include any proposed modifications to adjacent roadways. Once the TIA and an access plan has been approved, the final location and design of all access points shall meet or exceed the

current access management and roadway design policies of the entity responsible for the condition of that portion of adjacent roadway.

- g. Impact Determination** - A determination of the Level of Service for all roadways and intersections in the study area shall be included, as shall an evaluation of pedestrian, bicycle, and motor vehicle safety conditions along all the roadway frontage of the site. The analysis shall contain the following minimum information:
- 3) **Proposed Trip Generation** - A calculation of the total trip generation by use within the study area assuming full development and occupancy, including both peak hour and 24-hour information. Show any reductions attributed to passers-by, mixed use, etc. Show trip generation by use in tabular form with land use trip generation rates and trips generated.
 - 4) **Trip Distribution and Assignment** - A calculation of trips generated by the proposed development as added to the base volumes projected for the design year. Peak hour volumes must be calculated. Distribution assumptions (and the bases therefore) and assignment calculations must be provided.
 - 5) **Level of Service Analysis** - A depiction shown in tabular form, twenty-four hour and peak hour volume/capacity ratios for links and intersections within the study area. This analysis should be done for the following traffic conditions: existing traffic, existing traffic plus projected traffic. Capacity analyzes must be shown for all points of ingress and egress, median breaks, and turn lanes associated with the proposed site.
 - 6) **Neighborhood Traffic Analysis** – If the TIA calculations show that a proposed site project increases traffic on a minor collector or local residential roadway (street) by at least ten percent (10%), a neighborhood traffic analysis shall be performed. This analysis will include an evaluation of existing and projected traffic on the affected roadways. Where the projected traffic exceeds the limits indicated in the BCS Design Guidelines mitigation to lower this traffic may be required.
 - 7) **Conclusions** - A summary of findings must be reported. It must show all adjacent roadways and intersections noting those that fail to provide Level of Service D or better, and the percent increase in total traffic produced by the proposed site project. In addition the report must demonstrate that the proposed access design will provide safe and adequate access to the project site. It also must identify any safety and operational problems (e.g., driveways, sight distances, median openings, and signalization).within the study.
- g. Mitigation** - A description of the mitigation measures proposed for meeting acceptable traffic service thresholds shall be shown. Where the development is contributing five percent (5%) or more of the traffic at locations failing to meet Level of Service D or better the total trips

should be mitigated by the applicant to low enough levels to achieve the required standard (or to pre-development levels, which ever is greater). Acceptable measures for mitigating negative traffic impacts include any one, or a combination of, those listed below.

- 1) Modifying the density or intensity of land use, such as a reduction in square footage or the percentage of commercial use to result in traffic levels meeting Level of Service D or better;
- 2) Phasing approval and construction of a project until additional roadway capacity becomes available;
- 3) Improving the access plan by dealing with features such as overall site arrangement, the placement and design features of access points, provision of additional access points to roadways not immediately adjacent to the property, provision of alternate controls, or adjustments in the site circulation system;
- 4) Making off-site improvements including the construction of additional lanes, increases in storage lane capacities, or modification of signalization, to list some examples.

h. Costs of Mitigation - Mitigation improvements which are attributable to the proposed development shall be funded at the developer's expense. Any other improvements shown which are consistent with the Thoroughfare Plan may be repaid by the City in accordance with its cost sharing policies.

E. Criteria for Approval.

The City shall consider the following standards in determining whether a proposed rezoning or submitted site plan project meets an acceptable Level of Service:

1. **Design Requirement.** The proposed rezoning or site plan project is consistent with the City's adopted access management and design requirements and is consistent with the design requirements of the Texas Department of Transportation on roadways maintained by such agency.
2. **Level of Service D.** The desirable minimum Level of Service for the City of College Station is a Level of Service D as that term is described in the Transportation Research Board's Highway Capacity Manual.
3. **Determination of adequate mitigation.** Notwithstanding anything to the contrary herein, the appropriate Administrator and the appropriate reviewing body, where required, shall, based on recommendations by a qualified traffic engineer, determine whether adequate mitigation has occurred to meet an acceptable level of service utilizing the requirements set forth herein.



MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, July 17, 2008
at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Noel Bauman, Paul Greer, Doug Slack, Hugh Stearn and Thomas Woodfin

COMMISSIONERS ABSENT: Bill Davis

CITY COUNCIL MEMBERS PRESENT: Larry Stewart

CITY STAFF PRESENT: Senior Planners Jennifer Prochazka and Lindsay Boyer, Staff Planners Jason Schubert and Lauren Hovde, Assistant City Engineer Josh Norton, Senior Assistant City Engineer Carol Cotter, City Engineer Alan Gibbs, Director Bob Cowell, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Action Center Representative Kerry Mullins and Staff Assistant Brittany Caldwell

1. Call Meeting to Order.

Chairman John Nichols called the meeting to order at 7:12 p.m.

Public hearing, presentation, possible action, and discussion regarding an ordinance amendment to Chapter 12 of the Code of Ordinances, Unified Development Ordinance Section 7.9.B.6, Traffic Impact Analysis; Section 7.9.H, Submittal Requirements; and adding Section 7.12, Traffic Impact Analysis. **Case #08-00500001 (BC)**

Director Cowell presented the ordinance amendment regarding Traffic Impact Analysis.

Commissioner Woodfin stated that he was in favor of the ordinance amendment, but said that the existing model does not need to be replicated.

Commissioner Stearns stated that developers need to be given options.

Chairman Nichols opened the public hearing.

Sherry Ellison, 2705 Brookway Drive, stated that she supported the ordinance amendment and said that it would be beneficial to new developments.

Ed Theriot, Mitchell Planning Group, stated that he was representing the Home Builders Association. He expressed concern about the cost, timing and discretion in the ordinance.

Randy French, 4301 Cupstone, stated that he did not believe that the Traffic Impact Analysis was need for residential developments. He also expressed concern about the cost. He said that staff should be able to make those decisions.

Chairman Nichols closed the public hearing.

Commissioner Bauman motioned to recommend approval of the ordinance amendment with the condition that staff present an alternative to the maximum units per acre for residential developments so that it would reflect current as-built conditions. Commissioner Slack seconded the motion.

Commissioner Stearns stated that the trips generated needed to be reduced.

Commissioner Stearns motioned to amend the existing motion to state that the trip generation be reduced to 50 trips during peak time. Commissioner Slack seconded the motion, motion failed (1-5). Commissioner Stearns was in favor of the amended motion.

The original motion passed (6-0).

Adjourn.

Commissioner Bauman motioned to adjourn the meeting. Commissioner Stearns seconded the motion, motioned passed (6-0).

Meeting adjourned at 10:15 p.m.

Approved:

John Nichols, Chairman
Planning and Zoning Commission

Attest:

Brittany Caldwell, Staff Assistant
Planning and Development Services

October 23, 2008
Regular Agenda Item No. 3
Twin Oaks Landfill – Stage I Construction
And a Resolution Declaring Intention to Reimburse
Certain Expenditures with Proceeds From Debt

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion of a contract with C. Watts & Sons in the amount of \$13,296,312 for the construction of the first phase of the Twin Oaks Landfill and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Recommendation(s): Staff recommends awarding the contract for construction of Stage I of the Twin Oaks Landfill to C. Watts & Sons in the amount of \$13,296,312 for the base bid plus alternates 1 through 5, and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Summary: The Twin Oaks landfill in Grimes County will provide disposal capacity for BVSWMA for an estimated forty years. The first phase of construction includes roadways for site operations, utilities, landfill offices, scales and a driver service area as well as disposal capacity gas and leachate collection systems and groundwater monitoring wells. We have ## months of capacity remaining in the Rock Prairie landfill. We expect to have the Twin Oaks site available for disposal within ## months giving us a # month period to transition from the old landfill to the new one.

Budget & Financial Summary: The budget for this phase of construction of the new landfill is \$13,957,222. These funds are budgeted as part of projects BV0601, BV0602 and BV0701. Funds in the amount of \$4,885,312 will be used for disposal cell construction and will be paid out of the BVSWMA fund balance. The buildings and infrastructure and landfill access in the amount of \$8,411,000 will be paid for using certificates of obligation that will be issued later in the fiscal year. Funds in the amount of \$660,910 will be available for contingency and or unanticipated change orders. Bryan and College Station will each issue one half of the debt which is issued. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because a portion of the long term debt has not been issued for the project. This debt is scheduled to be issued later this fiscal year.

It is anticipated that additional costs will be incurred in the construction of the new landfill. These include costs for construction project management, communications and access improvements that are part of an AFA with TxDOT. The budgets for these items are separate from the stage 1 construction budget outlined above and the items will be brought forth to Council in the near future. In addition, there are some items currently ongoing for which expenses have been, and will continue to be, incurred. These include expenses for the land purchase, for permitting and legal fees, and for design services.

Attachments:

1. Recommendation of Award from HDR Engineering, Inc.
2. Bid Tabulation
3. Bid Proposal (Contract, exhibits and plans are available for inspection in the City Secretary's office)
4. Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt

To: Pete Caler	
From: Mike Oden <i>Mike</i>	Project: Twin Oaks Landfill – Stage 1 Construction
CC: Samantha Best	
Date: October 15, 2008	Job No: 34214

RE: Recommendation of Award of Construction Contract

HDR has reviewed the bids received for the Twin Oaks Landfill Stage 1 Construction Project and recommend awarding the Base Bid and the five Additive Alternates to C. Watts and Sons for the sum of \$13,296,312.

Background

The Twin Oaks Landfill Stage 1 Construction project was advertised in June 2008 with bids initially due by July 10, 2008. The Engineer's Estimate of May 2008 was for \$12.0 million. Two mandatory Pre-Bid meetings were scheduled for June 10 and June 17, 2008. Only one of the Pre-Bid meetings were required, not both.

The receipt of Bids was extended to August 11, 2008 as a result of Addendum #7 which was issued on June 27, 2008. This deadline was further extended to September 15, 2008 in Addendum #10, issued on September 3, 2008. Finally, the bid was extended to September 18, 2008 in Addendum #13 issued on September 11, 2008. This last extension was a result of Hurricane Ike and the difficulty that contractors were having getting information from sub-contractors in the Houston Area. A third Pre-Bid meeting was scheduled for September 5 when the bid due date was extended to September 15, 2008.

The Bid Form was broken into the Base Bid consisting of eight (8) items, five (5) Additive Alternate bid items and four (4) Unit Price items to be used in case of quantity differences encountered during construction. The Additive Alternate items were required to be bid for the Base Bid to be acceptable.

Bid Evaluation

On September 18, seven (7) bids were received ranging from \$12.5 million to \$14.9 million for the Base Bid and \$13.3 million to \$18.2 million for the Base Bid plus the five (5) Additive Alternates.

At bid opening, the apparent low bidder was C. Watts and Sons for both the Base Bid amount and the Base Bid plus Additive Alternates. However, the bid received from Brazos Valley Services (BVS) had a Base Bid amount that was greater than the sum of the eight (8) line items that made up the Base Bid. By correctly adding the eight line items, BVS was the apparent low bidder for the Base Bid only. C. Watts and Sons remained the apparent low bidder for the Base Bid plus the Additive Alternates.

Comparison of Two Lowest Proposals		
Contractor	Brazos Valley Services	C. Watts and Sons
Base Bid	\$12,502,542	\$12,535,000
Base Bid plus Additive Alternates	\$13,498,624	\$13,296,312

The following is a discussion of the Additive Alternate items:

1). Stockpile Location - This alternate was requested in order to locate the excess soil stockpile at the south end of the landfill site as opposed to the center of the site as provided in the Base Bid. This alternate will provide the greatest opportunity to BVSWMA to avoid moving the soil multiple times over the life of the facility. The average price bid for this Alternate was \$709,539 with the low being \$180,312 offered by C. Watts and Sons. With an estimated 819,600 CY of soil to be placed in the stockpile, the low bid converts to \$0.22/CY. This is an extremely favorable bid for this option and saves BVSWMA considerable money (at least \$1.00 per cubic yard or \$819,600) in the future by reducing the number of times the material must be handled.

2). HMAC from Entrance Road to Maintenance Building - This Alternate replaced the penetration seal coat on the Perimeter Road from the Entrance Road to the Maintenance building with a four-inch asphalt pavement. Both options require an eight-inch base of crushed rock. The Asphalt pavement is a more durable long-term surface when compared to the seal coat option. This portion of the Perimeter Road is 30-feet wide by 1,353 feet. The Maintenance building drive is 20-feet wide and 317 feet in length. This totals approximately 5,218 square yards of asphalt paving. The average price bid for this Alternate was \$91,527 and the low bid was \$69,000 by C. Watts and Sons. The low bid represented a cost of \$13.22 per square yard (SY) to upgrade to asphalt. According to the 2008 Means[®] Construction Cost Data, a four-inch Asphalt Pavement wearing course is estimated to cost over \$15 per SY. The price bid is lower than the Means[®] estimate and should be considered a favorable cost to BVSWMA.

3). Driver's Service Area - A building has been designed to provide a place for drivers to use the restroom and get something to drink. This is intended to be a benefit to the users of the landfill and to prevent them from asking to use the facilities in the scale house, thereby increasing productivity, safety and security. This area would also be a benefit for tours and other large group-type activities at the site. The average of the bids offered was \$356,734 with the low proposal being \$291,000. C. Watts and Sons' proposal was for \$340,000 and proposal from BVS was for \$391,781. By including this line item in the award, we feel a more complete facility would be provided and future headaches avoided. We recommend including this in the award.

4). Concrete Paved Access Road and Parking - The Base Bid allowed asphalt paving on the Access Road that leads to the Scale House and for the adjacent parking area. Since these areas will not be used for heavy truck or equipment traffic, the asphalt would be adequate for a few years. Upgrading to a five-inch thick concrete surface will extend the life and reduce maintenance costs. These two areas encompass approximately 1,750 square yards. The average price quoted for this Alternate was \$34,440 with a low bid of \$16,920 offered by BVS. C. Watts and Sons proposal was for \$34,000. The low bid by BVS equates to \$9.67/SY and the bid by C. Watts and Sons equates to \$19.43/SY to upgrade to concrete paving in these areas. According to the 2008 Means[®] Construction Cost Data, a five-inch concrete paving is estimated to cost over \$25 per SY. The price bid is lower than the Means[®] estimate and should be considered a favorable cost to BVSWMA.

5). New Scales at Scale House - The Base Bid calls for installing one new scale at the Scale House and relocating the two existing scales from the Rock Prairie Road Landfill to the new Twin Oaks Landfill. This Additive Alternate is to provide two additional new scales at Twin Oaks in lieu of relocating the two existing scales from the Rock Prairie Road Landfill. The average price bid for this Alternate was \$96,768 with a low bid of \$62,350. BVS proposal was for \$86,250 and C. Watts and Sons proposal was for \$138,000 to provide all new scales. By accepting this Alternative Bid Item, the transition from the Rock Prairie Road Landfill to Twin Oaks will be much smoother as weigh scales will be present at both locations during this time. Additionally, all three scales at Twin Oaks will be the same model and replacement parts and service will be easier. Finally, the sale of the existing scales will provide some value to BVSWMA.

The bid tabulation for the seven bids received is attached for your information.

Recommendation

It is HDR's opinion that all five of the Additive Alternates should be accepted. The first Alternate (stockpile location) should absolutely be accepted regardless of which of the two low bidders are considered due to the amount proposed and the long-term cost-savings this represents. Based on this assumption, HDR reviewed the proposal by C. Watts and Sons (they would be low bidder if the first alternate is accepted) and called several references that were included in their proposal and listed on their company web site. The information received indicated that although some minor issues did occur during construction, the Contractor worked with the Owner to develop win-win scenarios. The references called indicated that C. Watts and Sons would be invited to bid on future work and if low bidder, they would be awarded the projects. Although HDR does not currently have a list of their proposed sub-contractors, we feel that their bid represents the lowest responsible bid received and recommend awarding the Base Bid and the five Additive Alternates to C. Watts and Sons for the sum of \$13,296,312. This recommendation is predicated that the required Bonds are received.

We would be happy to discuss this evaluation with you in more detail should you have questions or desire additional information. Please call me with any information needs you have. I can be reached at 214-733-5911. We are looking forward to a successful construction project.

Twin Oaks Landfill Construction
Bid No. 08-70
18-Sep-08
2:00 p.m.

	Brazos Valley Services College Station, TX		C. Wats and Sons Denton, TX		L.D Kemp Excavating Fort Worth, TX		Mitchell Enterprises Sherman, TX		Rodman, LLC Frisco, TX		SpawGlass Houston, TX		T.Lambricht Joliet, IL	
	unit	total	unit	total	unit	total	unit	total	unit	total	unit	total	unit	total
Base Bid (includes following 9 items)		\$ 12,502,542.00		\$ 12,535,000.00		\$ 14,102,814.00		\$ 14,300,314.80		\$ 14,900,960.00		\$ 14,200,660.00		\$ 13,109,416.00
Scale House		\$ 1,571,175.00		\$ 1,284,000.00		\$ 1,573,988.00		\$ 1,148,414.00		\$ 1,550,000.00		\$ 1,231,500.00		\$ 1,275,000.00
Maintenance Building		\$ 2,784,965.00		\$ 2,606,000.00		\$ 2,494,356.00		\$ 2,436,592.00		\$ 2,550,000.00		\$ 2,046,000.00		\$ 2,360,000.00
Cell/Elevation Pond		\$ 3,020,281.00		\$ 4,470,000.00		\$ 5,246,977.00		\$ 5,818,445.00		\$ 3,400,000.00		\$ 3,640,000.00		\$ 4,951,000.00
Roadways/Pavement		\$ 2,358,982.00		\$ 2,690,000.00		\$ 3,093,314.00		\$ 3,403,733.00		\$ 3,950,000.00		\$ 3,470,000.00		\$ 3,515,000.00
Bridge		\$ 922,939.00		\$ 900,000.00		\$ 1,090,840.00		\$ 928,000.00		\$ 880,000.00		\$ 1,600,000.00		\$ 694,220.00
Citizens Convenience Center		\$ 130,000.00		\$ 240,000.00		\$ 259,615.00		\$ 232,000.00		\$ 320,000.00		\$ 319,000.00		\$ 218,000.00
De-Mudder		\$ 75,000.00		\$ 110,000.00		\$ 106,040.00		\$ 146,262.00		\$ 120,000.00		\$ 173,000.00		\$ 88,000.00
Excavation Stockpile (819,600 c.y.)	\$ 2.00	\$ 1,639,200.00	\$ 0.2867	\$ 235,000.00	\$ 0.29	\$ 237,684.00	\$ 0.2280	\$ 186,868.80	\$ 2.60	\$ 2,130,960.00	\$ 2.10	\$ 1,721,160.00	\$ 0.01	\$ 8,196.00
Additive Alternates														
Stockpile Location (819,600 c.y.)	\$ 0.50	\$ 409,800.00	\$ 0.22	\$ 180,312.00	\$ 0.65	\$ 532,740.00	\$ 0.68	\$ 557,328.00	\$ 3.20	\$ 2,622,720.00	\$ 0.50	\$ 409,800.00	\$ 0.31	\$ 254,076.00
HMAC from Entrance Rd to Maintenance Bldg		\$ 91,331.00		\$ 69,000.00		\$ 140,355.00		\$ 81,000.00		\$ 72,000.00		\$ 77,000.00		\$ 110,000.00
Driver Service Area Building		\$ 391,781.00		\$ 340,000.00		\$ 376,354.00		\$ 291,000.00		\$ 445,000.00		\$ 266,000.00		\$ 387,000.00
Concrete Paved Access Rd and Parking		\$ 16,920.00		\$ 34,000.00		\$ 42,158.00		\$ 36,000.00		\$ 53,000.00		\$ 41,000.00		\$ 18,000.00
New Scales at Scale House		\$ 86,250.00		\$ 138,000.00		\$ 62,350.00		\$ 130,775.00		\$ 103,000.00		\$ 77,000.00		\$ 80,000.00
Unit Prices														
8" concrete roadways, per square yard	\$ 42.00		\$ 50.50		\$ 57.75		\$ 46.00		\$ 50.40		\$ 70.70		\$ 42.00	
Drilled pier 18" diameter, per lineal foot	\$ 90.00		\$ 150.00		\$ 130.00		\$ 53.00		\$ 81.00		\$ 89.04		\$ 77.00	
Drilled pier 30" diameter, per lineal foot	\$ 202.00		\$ 202.00		\$ 280.00		\$ 143.00		\$ 200.00		\$ 234.00		\$ 187.00	
5-strand barbed wire fencing, per lineal foot	\$ 7.00		\$ 4.50		\$ 11.80		\$ 6.00		\$ 6.50		\$ 6.65		\$ 6.50	

Twin Oaks Landfill Construction
Bid No. 08-70
18-Sep-08
2:00 p.m.

		<i>Brazos Valley Services College Station, TX</i>		<i>C. Wats and Sons Denton, TX</i>		<i>L.D.Kemp Excavating Fort Worth, TX</i>		<i>Mitchell Enterprises Sherman, TX</i>		<i>Rodman, LLC Frisco, TX</i>		<i>SpanGlass Houston, TX</i>		<i>T.J.Lambrech Joliet, IL</i>	
		unit	total	unit	total	unit	total	unit	total	unit	total	unit	total	unit	total
BV0601	Roadways/Pavement		\$ 2,358,982.00		\$ 2,690,000.00		\$ 3,093,314.00		\$ 3,403,733.00		\$ 3,950,000.00		\$ 3,470,000.00		\$ 3,515,000.00
BV0601	Bridge		\$ 922,939.00		\$ 900,000.00		\$ 1,090,840.00		\$ 928,000.00		\$ 880,000.00		\$ 1,600,000.00		\$ 694,220.00
BV0601	HMAC from Entrance Rd to Maintenance Bldg		\$ 91,331.00		\$ 69,000.00		\$ 140,355.00		\$ 81,000.00		\$ 72,000.00		\$ 77,000.00		\$ 110,000.00
BV0601	Concrete Paved Access Rd and Parking		\$ 16,920.00		\$ 34,000.00		\$ 42,158.00		\$ 36,000.00		\$ 53,000.00		\$ 41,000.00		\$ 18,000.00
Budget			\$3,953,222		\$ 3,390,172.00		\$ 4,366,667.00		\$ 4,448,733.00		\$ 4,955,000.00		\$ 5,188,000.00		\$ 4,337,220.00
BV0602	Scale House		\$ 1,571,175.00		\$ 1,284,000.00		\$ 1,573,988.00		\$ 1,148,414.00		\$ 1,550,000.00		\$ 1,231,500.00		\$ 1,275,000.00
BV0602	Maintenance Building		\$ 2,784,965.00		\$ 2,606,000.00		\$ 2,494,356.00		\$ 2,436,592.00		\$ 2,550,000.00		\$ 2,046,000.00		\$ 2,360,000.00
BV0602	Citizens Convenience Center		\$ 130,000.00		\$ 240,000.00		\$ 259,615.00		\$ 232,000.00		\$ 320,000.00		\$ 319,000.00		\$ 218,000.00
BV0602	De-Mudder		\$ 75,000.00		\$ 110,000.00		\$ 106,040.00		\$ 146,262.00		\$ 120,000.00		\$ 173,000.00		\$ 88,000.00
BV0602	Driver Service Area Building		\$ 391,781.00		\$ 340,000.00		\$ 376,354.00		\$ 291,000.00		\$ 445,000.00		\$ 266,000.00		\$ 387,000.00
BV0602	New Scales at Scale House		\$ 86,250.00		\$ 138,000.00		\$ 62,350.00		\$ 130,775.00		\$ 103,000.00		\$ 77,000.00		\$ 80,000.00
Budget			\$2,614,000		\$ 5,039,171.00		\$ 4,872,703.00		\$ 4,385,043.00		\$ 5,088,000.00		\$ 4,112,500.00		\$ 4,408,000.00
BV0701	Cell/Elevation Pond		\$ 3,020,281.00		\$ 4,470,000.00		\$ 5,246,977.00		\$ 5,818,445.00		\$ 3,400,000.00		\$ 3,640,000.00		\$ 4,951,000.00
BV0701	Excavation Stockpile (819,600 c.y.)	\$ 2.00	\$ 1,639,200.00	\$ 0.2867	\$ 235,000.00	\$ 0.29	\$ 237,684.00	\$ 0.2280	\$ 186,868.80	\$ 2.60	\$ 2,130,960.00	\$ 2.10	\$ 1,721,160.00	\$ 0.01	\$ 8,196.00
BV0701	Stockpile Location (819,600 c.y.)	\$ 0.50	\$ 409,800.00	\$ 0.22	\$ 180,312.00	\$ 0.65	\$ 532,740.00	\$ 0.68	\$ 557,328.00	\$ 3.20	\$ 2,622,720.00	\$ 0.50	\$ 409,800.00	\$ 0.31	\$ 254,076.00
Budget			\$7,390,000		\$ 5,069,281.00		\$ 6,017,401.00		\$ 6,562,641.80		\$ 8,153,680.00		\$ 5,770,960.00		\$ 5,213,272.00
Totals			\$13,957,222		\$13,498,624		\$13,296,312		\$15,256,771		\$18,196,680		\$15,071,460		\$13,958,492

1
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3
4 **SECTION 00301**

5 **BID FORM**

6 PROJECT IDENTIFICATION: BVSWMA – Twin Oaks Landfill Stage 1 Construction

7 THIS BID IS SUBMITTED TO: City of College Station, herein after referred to as OWNER.

8 **1. Enter Into Agreement**

9
10 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with
11 OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or
12 indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in
13 accordance with the other terms and conditions of the Contract Documents.

14
15 **2. BIDDER Accepts**

16
17 BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions
18 to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will
19 remain subject to acceptance for the period specified in the Instructions to Bidders. BIDDER will sign and
20 deliver the required number of counterparts of the Agreement with the Bonds and other documents required
21 by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.

22
23 **3. BIDDER's Representations**

24
25 In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- 26
27 a. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda
28 receipt of all which is hereby acknowledged: (List Addenda by Number)

29

ADDENDA NO					
	#4	6-24-08	#8	7-23-08 #13 9-11-08	
ADDEND #1	6-12-08	#5	6-25-08	#9	7-25-08
#2	6-17-08	#6	6-27-08	#10	9-3-08
#3	6-20-08	#7	6-27-08	#11	9-9-08
			#12	9-10-08	

- 30
31 b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and
32 site conditions that may affect cost, progress, performance and furnishing of the Work.
33
34 c. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations
35 that may affect cost, progress, performance and furnishing of the Work.
36
37 d. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all
38 such additional or supplementary examinations, investigations, explorations, tests, studies and data
39 concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the
40 site or otherwise which may affect cost progress, performance or furnishing of the Work or which
41 relate to any aspect of the means, methods, techniques, sequences and procedures of construction
42 to be employed by BIDDER and safety precautions and programs incident thereto.

43
44 BIDDER does not consider that any additional examinations, investigations, explorations, tests,
45 studies or data are necessary for the determination of this Bid for performance and furnishing of
46 the Work in accordance with the times, price and other terms and conditions of the Contract
47 Documents.

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- f. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- g. BIDDER acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the site.
- h. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- i. BIDDER has correlated the information know to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and datat with the Contract Documents.
- j. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

Where conflicts, errors, ambiguities or discrepancies have been discovered in or between Contract Documents and/or other related documents, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by ENGINEER as described in the Instructions to Bidders, because of insufficient time or otherwise, BIDDER has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

- k. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

4. Bid Prices

BIDDER will complete the Work in accordance with the Contract Documents for the following prices(s):

General Contract: Include total Scope of Work for all Base Bid to include aspects of the project as identified within these bid documents, except any work specifically identified as Additive Alternatives.

Each bidder is responsible for verifying all measurements, dimensions, and quantities for bidding purposes.

Note: Unit and lump sum prices must be shown in words and figures in the proposal for each item being bid, and in the event of discrepancy the words shall control.

1 **BASE BID:** Includes all labor, material and equipment for construction of all improvements shown and/or
2 specified in the Contract Documents, including mobilization, demolition, equipment, electrical work,
3 instrumentation and controls, communication, structural, painting, site work including select fill, building
4 construction, miscellaneous work and all appurtenant, incidental and associated work necessary for a
5 Complete and Operational System. The Base Bid Cost shall not include those items identified as
6 Alternative Bid Costs. For the Bid to be considered responsive, costs for all Alternatives must be provided.

7
8 Base Bid: \$ 12,535,000^T written TWELVE MILLION FIVE HUNDRED
9 (figure) THIRTY FIVE THOUSAND DOLLARS
10
11

12 The base bid shown above is a total of the following items.

13
14 **1) SCALE HOUSE:** Includes all labor, material and equipment for construction of the Scale House. This
15 includes all improvements shown and/or specified in the Contract Documents, including mobilization,
16 demolition, equipment, electrical work, instrumentation and controls, structural, painting, civil site work,
17 utilities, select fill, miscellaneous work and all appurtenant, incidental and associated work necessary for a
18 Complete and Operational Scale House. This also includes the completion of the grate supports and scale
19 footers for one (1) new scale as well as the removal, transfer, installation and service connections of the
20 two (2) existing Rock Prairie Road Landfill Scales to the Twin Oaks Landfill Scale House.

21
22 Scale House: \$ 1,284,000^T written ONE MILLION TWO HUNDRED
23 (figure) EIGHTY FOUR THOUSAND DOLLARS
24
25

26 **2) MAINTENANCE BUILDING:** Includes all labor, material and equipment for construction of the
27 maintenance building. This includes all improvements shown and/or specified in the Contract Documents,
28 air compressor, pressure washer, waste water treatment system, vacuum, including mobilization,
29 demolition, equipment, electrical work, instrumentation and controls, structural, painting, civil site work,
30 utilities, select fill, miscellaneous work and all appurtenant, incidental and associated work necessary for a
31 Complete and Operational Maintenance Building. This also includes the septic system for this building as
32 well as the removal, transfer and re-construction of the 10,000 gallon diesel tank, the 1,000 gallon gasoline
33 tank and the necessary connections for service from the Rock Prairie Road Landfill to the Twin Oaks
34 Landfill.

35
36 Maintenance Building: \$ 2,606,000^T written TWO MILLION SIX HUNDRED
37 (figure) SIX THOUSAND DOLLARS
38
39

40 **3) CELL/EVAPORATION POND:** Includes all labor, material and equipment for the construction of
41 Cell 1A and the Leachate Evaporation Pond. This includes all improvements shown and/or specified in the
42 Contract Documents, including mobilization, demolition, equipment, electrical work, instrumentation and
43 controls, structural, painting, civil site work, excavation, miscellaneous work and all appurtenant, incidental
44 and associated work necessary for a Complete and Operational Cell 1A and Leachate Evaporation Pond.
45 This also includes the liner placement (2 ft of compacted clay, 60 mil HDPE geomembrane,
46 geonet/geotextile and protective cover), sumps and structures, leachate collection system and conveyance
47 line and 80 ft x 100 ft crushed rock pad and rock for the cell access road.

48
49 Cell/Leachate Pond: \$ 4,470,000^T written FOUR MILLION FOUR
50 (figure) HUNDRED SEVENTY THOUSAND DOLLARS
51
52

1 **4) ROADWAYS/PAVEMENT:** Includes all labor, material and equipment for construction of all
2 roadways, embankments including select fill, parking areas, shoulders, medians, traffic islands, wheel
3 stops, curbs and gutters, striping, signage, exterior lighting, electrical utilities, communication utilities,
4 water utilities, sanitary system, future stub-outs, Metal Beam Guard Fence, drainage ditches and berms,
5 drainage structures, end treatments, rip rap, gabions and SW3P, site fencing and gates. This includes all
6 improvements shown and/or specified in the Contract Documents, including mobilization, demolition,
7 equipment, electrical work, instrumentation and controls, structural, painting, civil site work, utilities, select
8 fill, miscellaneous work and all appurtenant, incidental and associated work necessary for a Complete and
9 Operational Roadway.

10
11 Roadways/Pavement: \$ 2,690,000 written TWO MILLION SIX HUNDRED
12 (figure) NINETY THOUSAND DOLLARS
13 _____
14

15 **5) BRIDGE:** Includes all labor, material and equipment for construction of the Bridge over Alum Creek.
16 This includes all improvements shown and/or specified in the Contract Documents, including mobilization,
17 demolition, equipment, structural, painting, civil site work, miscellaneous work and all appurtenant,
18 incidental and associated work necessary for a Complete and Operational Bridge. Use TxDOT
19 Specifications for Bridge Construction.

20
21 Bridge: \$ 900,000 written NINE HUNDRED THOUSAND
22 (figure) DOLLARS
23 _____
24

25 **6) CITIZEN'S CONVENIENCE AREA:** Includes all labor, material and equipment for construction of
26 the Citizen's Convenience Area. This includes all improvements shown and/or specified in the Contract
27 Documents, including mobilization, demolition, equipment, structural, painting, civil site work, select fill,
28 utilities, miscellaneous work and all appurtenant, incidental and associated work necessary for a Complete
29 and Operational Citizen's Convenience Area.

30
31 Citizen's Convenience Center: \$ 240,000 written TWO HUNDRED
32 (figure) FORTY THOUSAND DOLLARS
33 _____
34

35 **7) DE-MUDDER:** Includes all labor, material and equipment for construction of the De-Mudder. This
36 includes all improvements shown and/or specified in the Contract Documents, including mobilization,
37 demolition, equipment, structural, painting, civil site work, miscellaneous work and all appurtenant,
38 incidental and associated work necessary for a Complete and Operational De-Mudder. This also includes
39 the Metal Beam Guard Fence.

40
41 De-Mudder: \$ 110,000 written ONE HUNDRED TEN
42 (figure) THOUSAND DOLLARS
43 _____
44

45 **8) WELL, PUMP, ELEVATED TANK AND CONTROLS:** Includes all labor, material, and equipment,
46 and permitting for construction of the well, pump, elevated tank and controls. This includes all
47 improvements shown and/or specified in the Contract Documents, including mobilization, demolition,
48 equipment, electrical work, instrumentation and controls, structural, painting, civil site work, miscellaneous
49 work and all appurtenant, incidental and associated work necessary for a Complete and Operational
50 System. Permit and all equipment to be transferred to OWNER at end of project.

51
52 Base Bid: \$ _____ written DELETED ADDENDUM # 6
53 (figure) _____

1
2
3 9) EXCAVATION STOCKPILE: Includes all labor, material and equipment for the excavation stockpile
4 exclusive of the Lignite and fire control stockpiles. This includes all improvements shown and/or specified
5 in the Contract Documents, including mobilization, demolition, equipment, civil site work, stripping of
6 topsoil, stockpile of excess material in location specified, vegetation, miscellaneous work and all
7 appurtenant, incidental and associated work necessary. Clay soil suitable for liner material should be
8 segregated in the stockpile. Payment for the Excavation Stockpile will be paid by the Cubic Yard of
9 stockpiled material. The volume will be determined by pre-construction and post-construction surveys to
10 be performed by Owner. Contractor may perform their own surveys. For purposes of this bid a 20% fluff
11 factor has been applied to the bank cubic yards estimated to be stockpiled for a volume of 819,600 CY.
12 Payment to be based on actual volume placed in the stockpile.

13
14 Base Bid: \$/CY Cub written CW
15 (figure)
16 CW 235,000 \$ TWO HUNDRED THIRTY FIVE THOUSAND DOLLARS
17 Bid \$: (Figure) Written

18
19 **ADDITIVE ALTERNATIVES**

20
21 **Alternative Bids – Required to be considered responsive.**

22
23 **ALTERNATIVE 1 – STOCKPILE LOCATION**

24
25 The Base Bid includes the placement of the soil stockpile in the location as shown on sheet C-3. Identify the
26 Additive Cost to place excess soil in the alternate location shown on sheet C-3 including all provisions
27 contained in the Base Bid. For purposes of this bid a 20% fluff factor has been applied to the bank cubic yards
28 estimated to be stockpiled for a volume of 819,600 CY. Payment to be based on actual volume placed in the
29 stockpile which will be determined by pre-construction and post-construction surveys to be performed by
30 Owner. Contractor may perform their own surveys.

31
32 Bid \$/CY 0.22 written NO DOLLARS TWENTY TWO CENTS
33 (Figure)
34 Bid \$ 172,116 written ONE HUNDRED SEVENTY TWO THOUSAND
35 (Figure) ONE HUNDRED SIXTYEAL DOLLARS

36
37 **ALTERNATIVE 2 – HMAC FROM ENTRANCE ROAD TO MAINTENANCE BUILDING**

38
39 The Base Bid includes construction of the road from the entrance road to the maintenance building comprised
40 of asphalt penetration seal on 8" of crushed rock and geotextile. Identify the Additive Cost for installing 4" of
41 HMAC on the base of 8" crushed rock for this road.

42
43 CW
44 Bid \$ 69,000 written 69, SIXTY NINE THOUSAND DOLLARS
45 (Figure)

46
47 **ALTERNATIVE 3 – DRIVER SERVICE AREA BUILDING**

48
49 The Base Bid assumes that the Driver Service Area Building as described in the specifications will not be
50 constructed at this time. Identify the Additive Cost of constructing the Driver Service Area Building as
51 part of the Stage 1 Construction. Including all lighting, utilities, and select fill.

52
53 Bid \$ 340,000 written THREE HUNDRED FORTY THOUSAND
54 (Figure)

1 **ALTERNATIVE 4 – CONCRETE PAVED ACCESS ROAD AND PARKING AT SCALE HOUSE**

2
3 The Base Bid assumes that the paving for the access road and parking area at the scale house will be 2”
4 HMAC on 6” crushed rock on 6” stabilized subgrade. Identify the Additive Cost to construct the access
5 road and scale house parking in 5” reinforced concrete on 6” of lime stabilized subgrade.

6
7 Bid \$ 34,000⁻ written THIRTY FOUR THOUSAND DOLLARS
8 (Figure)

9 **ALTERNATIVE 5 – NEW SCALES AT SCALE HOUSE**

10
11 The Base Bid includes the removal, transfer, installation and recalibration of the two (2) existing Rock
12 Prairie Road Landfill Scales and the necessary connections for service at the Twin Oaks Landfill Scale
13 House. Identify the Additive Cost to provide two (2) additional new scales at the Twin Oaks Landfill and
14 deleting the relocations of the scales from the Rock Prairie Road Landfill.

15
16 Bid \$ 138,000⁻ written ONE HUNDRED THIRTY EIGHT THOUSAND
17

18
19 **ADJUSTMENT PRICES**

20
21 Adjustment prices are subject to acceptance by OWNER, and rejection of one or more adjustment prices
22 will not invalidate acceptance of this Bid.

23
24 **Unit Prices**

25
26 If unforeseen conditions are encountered during construction which make certain changes necessary, or if
27 the Owner shall desire to order additional work or delete part of the work as shown, the Contractor shall
28 submit unit prices for the items listed below (which may affect his work in any way) with this proposal.

29
30 Unit Price 1 – For 8-inch concrete roadways, per square yard \$ 50⁵⁰ written FIFTY
31 DOLLARS FIFTY CENTS

32
33 Unit Price 2 – For drilled pier 18” diameter, per lineal foot \$ 150⁻ written ONE
34 HUNDRED FIFTY DOLLARS

35
36 Unit Price 3 – For drilled pier 30” diameter, per lineal foot \$ 202⁻ written TWO
37 HUNDRED TWO DOLLARS

38
39 Unit Price 4 – For 5-Strand barbed wire fencing, per linear foot \$ 45⁰ written FOUR
40 DOLLAR FIFTY CENTS

41
42 **5. Completion**

43
44 BIDDER agrees that the Work will be substantially completed and ready for final payment in accordance
45 with the Contract Documents and within the following number of 460 calendar days from Notice
46 to Proceed to completion.

47
48 BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to
49 complete the Work within the times specified in the Agreement.

50
51 **8. Address for Communications**

1
2 Communications concerning this Bid shall be addressed to {the address of BIDDER indicated below}:
3
4
5
6
7

8 **9. Defined Terms**
9

10 Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings
11 indicated in the General Conditions or Instructions.
12

13 On acceptance of the proposal for said work, the undersigned hereby agrees to enter in to a contract and
14 properly secure the performance of same within ten (10) days after being notified that such Contract is
15 ready for signature, and hereby further agrees to finish and complete said work within the submitted
16 calendar day under Item 5 or not to exceed 460 calendar days and will submit the required Bonds in the
17 sum of the full amount of the proposal with surety satisfaction to the City of College Station, Brazos
18 County, Texas within ten days (not including Sunday and legal holidays) from the date of the notification
19 of the award.
20

21 The bidder proposed to take and maintain Insurance in accordance with the requirements stated in the
22 general conditions of the specifications, and shall submit certificate at the same time as the Bonds.
23

24 SUBMITTED on _____, 2008.

25 If BIDDER is:

26
27 An Individual

28
29 By _____ (SEAL)
30 (Individual's name)

31
32 doing business as _____

33
34 Business address: _____
35

36
37 A Partnership

38
39 By _____ (SEAL)
40 (Firm name)

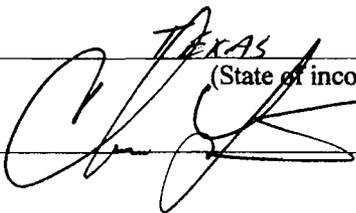
41
42 _____
43 (General partner)

44 Business address: _____

45 A Corporation

46
47 By C. WATTS AND SONS CONSTRUCTION CO., INC. (SEAL)
48 (Corporation name)

49
50 _____
51 (State of incorporation)

52
53 By  CHARLES WATTS; EXEC. V.P. (SEAL)

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(Name of person authorized to sign)

VICE PRESIDENT

(Title)

(Corporate Seal)

Attest

AE Wood

(Secretary)

Business address:

2034 W. UNIVERSITY

DENTON, TX 76201

A Joint Venture

By

(Name)

(SEAL)

(Address)

By

(Name)

(SEAL)

(Address)

NOTE: Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.

END OF SECTION

**GENERAL/SUB-CONTRACTOR'S EXPERIENCE
AND
DATA INFORMATION**

Name of Company: C. Watts and Sons Construction Co., Inc.

Company Years in Business: 45

List Municipal Projects
(Similar Projects in Size and Scope Completed in Last Five Years)

Project	Municipality	\$ Amount	Type	Date
Melissa Landfill	No. TX Municipal Water District	\$13.6 Mil.	New cells	2005
McCommas Bluff Landfill and Swale	Dallas, TX	\$ 8,2 Mil	New cells	2007

Superintendent & Project Manager Information

Include Superintendent proposed for the project, years of experience as superintendent, project manager proposed for the project, and years experience as project manager

Superintendent	Years Experience	Projects
Matt Kirbie	30	Highway, commercial, Municipal, Landfill
Scott Betts	12	" "
Danny Cannon	15	Dams, commercial, Municipal, Landfill

Project Manager	Years Experience	Projects
Charles Watts	25	Dams, Landfill, Highway, Commercial, Municipal
Herman Wood	35	" " "

**BID BOND Travelers Casualty & Surety Co. of America
Hartford, Connecticut 06183**

KNOWN BY ALL THESE PRESENTS, That we, C. Watts & Sons Construction Co., Inc., 1305 S Rockwell, Oklahoma City, OK 73128

as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of College Station, Texas, 1101 Texas Ave., College Station, TX 77842

, as Obligee, in the sum of 5% of amount of bid

Dollars (\$ 5%) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Twin Oaks Landfill, Stage 1 Construction, Bid No. 08-70 ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 18th day of September, 2008.

(Principal) C. Watts & Sons Construction Co., Inc.

By: Calvin L. Watts ^{Secy}

Travelers Casualty & Surety Co of America

By: John L. Birsner
John L. Birsner Attorney in Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218376

Certificate No. 001487163

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Edith M. Cusey, Doy D. Davis, John L. Birsner, and Patricia Lee

of the City of Yukon, State of Oklahoma, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of March, 2007.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 1st day of March, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$14,000,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 23rd DAY OF OCTOBER, 2008.

Ben White, Mayor

ATTEST:

Connie Hooks, City Secretary

(Seal)

APPROVED:



Handwritten signature in cursive script, appearing to read "D. R. ...".

McCall, Parkhurst & Horton L.L.P.
Bond Counsel

Exhibit "A"

The projects to be financed that are the subject of this Statement are:

Twin Oaks Landfill Construction

**October 23, 2008
Regular Agenda Item No. 4
Investment Policy/Strategy Resolution**

To: Glenn Brown, City Manager
From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on a resolution stating that the City Council has reviewed and approved the City's Investment Policy and Investment Strategy.

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

Summary: The Public Funds Investment Act requires an annual review and approval of the City's investment policy and investment strategies. The Act further requires the following:

- (1) that the governing body adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies, and
- (2) that the written instrument so adopted records any changes to either the investment policy or investment strategies.

With input from the City's Financial Advisor, First Southwest, staff has updated the Investment Policy to ensure compliance with the Public Funds Investment Act and to bring more clarity and organization to the policy. A summary of changes has been prepared and is attached. Staff proposes no changes to the existing investment strategy.

In January 2008 the Investment Committee began meeting on a quarterly basis to discuss market conditions, investment options and the quarterly report.

Budget & Financial Summary: None

Attachments:

Investment Policy and Strategy
Investment Policy Summary of Changes
Resolution

Investment Policy Summary of Changes

The changes made to the Investment Policy are to ensure compliance with the Public Funds Investment Act and to bring more clarity and organization to the policy. The City's Financial Advisor, First Southwest, also reviewed the policy and suggested minor changes which have been implemented.

Changes Made:

1. Additions to the policy: Title page, Table of Contents, and Glossary of Common Treasury Terminology
2. The list of Authorized Broker/Dealers is now part of the policy. (Page 13)
3. Yield definition revised based on comments from First Southwest. (Page 5)
4. Defined the Authorized Investments based on comments from First Southwest. (Pages 7-8)
5. Added Unauthorized Investments section for compliance. (Pages 8)
6. Added Loss of Required Rating section for compliance. (Page 8)
7. Diversification section - Established maximum limits by instrument. (Page 9)
8. Added Depository section. (Pages 9-10)
9. Authorized Brokers/Dealers – Revised the wording in this section based on comments received from First Southwest. Added language that Council will review, approve and adopt the authorized brokers/dealers list. (Pages 9-10) Once the revised policy is adopted staff will send out the Broker/Dealer packets and bring the Authorized Broker/Dealer list back to Council for review, approval and adoption at a later date.
10. Added Safekeeping Agreement section due to the addition of the depository section. (Page 11)
11. Revised the wording of the Reporting and Marketing to Market section based on comments received from First Southwest. (Page 12)

City of College Station



Investment Policy *2009*

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INVESTMENT STRATEGY

The City of College Station will pursue a passive investment strategy. Investments will be purchased with the intent of holding to maturity and will only be sold early under exceptional circumstances. In purchasing investments, the investment officer will attempt to follow a ladder strategy to ensure that the portfolio will have at least one investment maturing every month. Investment priorities are as follows:

1. **Suitability** - Any investment allowed under the Investment Policy is suitable.
2. **Preservation and Safety of Principal** - Investments of the City shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.
3. **Liquidity** - The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operational requirements that might reasonably be anticipated.
4. **Marketability** - Investments should have an active and efficient secondary market to enable the City to liquidate investments prior to the maturity if the need should arise.
5. **Diversification** - The Investment Officer will attempt to maintain a diversified portfolio with regard to security type, financial institution providing the security, and maturity.
6. **Yield** - The City's investment portfolio shall be designed with the objective of attaining the maximum rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints and the cash flow characteristics of the portfolio.

CITY OF COLLEGE STATION

INVESTMENT POLICY

The Public Funds Investment Act, Chapter 2256, Texas Government Code, as Amended ("PFIA" herein), requires each city to adopt rules governing its investment practices and to define the authority of the investment officer. The following Investment Policy addresses the methods, procedures, and practices that must be exercised to ensure effective and judicious fiscal management of the City of College Station funds.

I. POLICY

It is the policy of the City of College Station, Texas ("City") to invest public funds in a manner, which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all federal, state and local statutes governing the investment of public funds.

II. SCOPE

This investment policy applies to all the financial assets held by the City. These funds are defined in the City's Comprehensive Annual Financial Report (CAFR) and include:

General Fund	Special Revenue Funds
Debt Service Fund	Capital Projects Funds
Enterprise Funds	Internal Service Funds
Permanent Funds	

Any new funds created by the City will be subject to this policy unless specifically exempted by the City Council. To maximize the effective investment of assets, all funds mentioned above will pool their cash balances for investment purposes. The income derived from investing activities will be distributed to the various funds based on calculation of their average balances.

III. INVESTMENT OBJECTIVES

The City of College Station shall manage and invest its cash with three primary objectives, listed in order of priority: **safety, liquidity and yield**. The safety of the principal invested always remains the primary objective.

Safety

Safety of Principal is the foremost objective of the City. Investments of the City shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.

Liquidity

The City's investment portfolio will remain liquid to enable the City to meet all operational requirements that might reasonably be anticipated.

Yield

The City shall invest funds in investments that earn a competitive market yield consistent with stated objectives. For bond proceeds to which arbitrage restrictions apply, the primary objectives shall be to obtain a fair market yield and to minimize the costs associated with the investment of such funds within the constraints of the investment policy and applicable bond covenants.

IV. RESPONSIBILITY AND CONTROL

Delegation of Authority

The Chief Financial Officer or his Designee is designated the City's Investment Officer. The Investment Officer shall be responsible for the investment of funds consistent with this Policy, and shall have the authority necessary to carry out such responsibilities. An investment committee consisting of the Investment Officer and at least two other staff members designated by the City Manager will also be formed. This committee will be responsible for selecting eligible broker/dealers and reviewing and updating the investment policy annually. All participants in the investment process shall seek to act responsibly as custodians of the public trust.

The Investment Officer shall establish written procedures for the operation of the investment program consistent with this investment policy. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

Cash Flow Analysis

Supplemental to the financial and budgetary systems, the Investment Officer will maintain a cash flow forecasting process designed to monitor and forecast cash positions for investment purposes. Cash flow analysis will include the historical researching and monitoring of specific cash flow items, payables and receivables as well as overall cash position and patterns.

Training Requirement

The Chief Financial Officer and the Investment Officer shall:

- attend at least one training session within 12 months of assuming duties *and* containing not less than 10 hours of instruction from an independent source approved by the governing board or a designated investment committee;
- receive training which includes education in investment controls, security risks, strategy risks, market risks, *diversification of the investment portfolio*, and compliance with the PFIA; and
- attend a training session once every two years and receive not less than 10 hours of training from an independent source approved by the governing board or a designated investment committee.

Internal Controls

The Investment Officer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

Prudence

Investments shall be made with the judgment and care which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interest in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City, particularly with regard to the time of purchases and sales. **Employees and investment officials shall**

refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City.

On an annual basis, the Investment officials shall sign a statement acknowledging that they are in compliance with Section 2256.005 (1) of the Public Funds Investment Act.

V. SUITABLE AND AUTHORIZED INVESTMENTS

Portfolio Management

The City currently has a “buy and hold” portfolio strategy. Maturity dates are matched with cash flow requirements and investments are purchased with the intent to be held until maturity.

Investments

Acceptable investments under this policy shall be limited to the instruments as described by the Government Code; Chapter 2256, Sections 2256.009 through 2256.011 and Sections 2256.013 through 2256.016 of the Public Funds Investment Act. Investment of funds in any instrument or security not authorized for investment under the Act is prohibited.

- **Authorized**

1. Direct obligations of the United States government: U.S. Treasury Bills, U.S. Treasury Notes, and U.S. Treasury Bonds as well as Bonds or other interest bearing obligations for which the principal and interest are guaranteed by the full faith and credit of the United States government.
2. Federal Agencies and Instrumentalities including but not limited to, discount notes, callables and debentures of the Federal National Mortgage Association (FNMA), the Federal Home Loan Bank (FHLB), the Federal Farm Credit Bank (FFCB), and the Federal Home Loan Mortgage Corporation (FHLMC).
3. Time Certificates of Deposit, insured by the Federal Deposit Insurance Corporation (FDIC) or its successor, in state or national banks. Any deposits exceeding FDIC insurance limits shall be collateralized at 102% of the face amount of the Certificate of Deposit by securities listed in 1 - 2 above and held by the City's custodial bank. Bids for Certificates of Deposit may be solicited orally, in writing, electronically or using any combination of these methods.
4. Repurchase Agreements with a defined termination date of 90 days or less collateralized by securities listed in 1 - 2 above. Collateral must have a minimum market value of 102% of the repurchase agreement, and must be held by the custodian bank or other independent third-party custodian contracted by the City. Bond proceeds may be invested in flexible repurchase agreements with maturity

dates not exceeding the expected final project expenditure if a formal bidding process is followed and properly documented for IRS purposes.

5. Commercial Paper maturing within 180 days carrying a minimum rating of A-1, P-1 or F-1.
6. AAA-rated Money Market Mutual Funds registered with the Securities and Exchange Commission that invest exclusively in investments described in this section.
7. AAA-rated Investment Pools organized under the Texas Interlocal Cooperation Act that follow the requirements in the Public Funds Investment Act and which have been specifically approved by the City.

- **Not Authorized**

The following security types are not permitted:

1. Obligations whose payment represents the coupon payments of the underlying mortgage-backed security collateral and pays no principal (IO's);
2. Obligations whose payment represents the principle stream from the underlying mortgage-backed security collateral and bears no interest (PO's);
3. Collateralized Mortgage Obligations (CMO's) that have a stated final maturity date of greater than 10 years; and
4. Any security, the interest rate of which is determined by an index that adjusts opposite to the changes in the Market index (inverse floaters).

Loss of Required Rating

If any security that requires a minimum investment rating is downgraded below that minimum rating subsequent to purchase, it will no longer be considered an authorized investment. As a result, the City shall take all prudent measures to liquidate the security in effort to preclude or reduce principle loss.

VI. INVESTMENT PARAMETERS

Maximum Maturities

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five years from the date of purchase. Additionally, the City will maintain a dollar-weighted average maturity of two years or less.

Diversification

It is the intent of the City to diversify the investment instruments within the portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. The asset allocation in the portfolio should be flexible depending upon the outlook for the economy and the securities markets. If conditions warrant, the guidelines below may be exceeded by approval of the Investment Committee.

With the exception of U.S. Treasury securities and authorized pools, the City may not invest more than 30% of the City's investment portfolio with a single financial institution. In addition, the following maximum limits, by instrument, are established for the City's total portfolio:

1. U.S. Treasury Securities	100%
2. Agencies and Instrumentalities	70%
3. Certificates of Deposits	20%
4. Money Market Mutual Funds	30%
5. Repurchase Agreements	20%
6. Commercial Paper	20%
7. Authorized Pools	70%

VII. FINANCIAL INSTITUTIONS AND DEALERS

Depository

At least every five years a Depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). The selection of a depository will be determined by competitive bid and evaluation of bids will be based on the following selection criteria:

- The ability to qualify as a depository for public funds in accordance with state and local laws.
- The ability to provide requested information or financial statements for the period specified.
- The ability to meet all requirements in the banking RFP.
- Complete response to all required items on the bid form.
- Lowest net banking service cost, consistent with the ability to provide an appropriate level of service.
- The credit worthiness and financial stability of the bank.

The bank depository contract is subject to Council approval.

Authorized Brokers/Dealers

The Investment Officer shall maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Texas. These may include “primary” or regional dealers that qualify under SEC rule 15C3-1. No public deposit shall be made except in a qualified public depository as established by state laws.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Investment Officer with a completed Broker/Dealer Questionnaire and Certification, which shall include the following:

- An audited financial statement for the most recent period.
- Proof of certification by the Financial Industry Regulatory Authority (FINRA).
- Proof of current registration with the State Securities Commission.

Financial institutions eligible to transact investment business with the City shall be presented a written copy of this Investment Policy.

Additionally, the registered principal of the business organization seeking to transact investment business shall execute a written instrument substantially to the effect that the registered principle has received and reviewed this Investment Policy, and acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the City.

The City will not enter into an investment transaction with a Broker/Dealer prior to receiving the written agreement described above and current audited financial statements.

Annually, the Investment Committee shall review and revise the list as needed. The Committee will consider any new firms that have submitted the required documentation and review the performance of the previously approved firms. Any modifications to the list will be submitted to Council for their review, approval and adoption.

Competitive Bids

Securities will be purchased or sold after three (3) offers/bids are taken to verify that the City is receiving fair market value/price for the investment. Security transactions that may be purchased without competitive offers include: a) transactions with money market mutual funds b) local government investment pools and c) new securities still in syndicate and priced at par.

Delivery vs. Payment

All securities transaction, including collateral for repurchased agreements, shall be purchased using the delivery vs., payment method with the exception of investment pools and mutual funds. Funds will be released after notification that the purchased security has been received.

VIII. SAFEKEEPING OF SECURITIES

Safekeeping Agreement

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure demand or time deposits.

Safekeeping and Custody

Safekeeping and custody of securities and collateral shall be in accordance with state law. Securities and collateral will be held by a third party custodian designated by the Investment Officer and held in the City's name as evidenced by safekeeping receipts of the institution with which the securities are deposited. Original safekeeping receipts shall be obtained.

Collateralization

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all investments and funds on deposit with a depository bank, other than investments, which are obligations of the U.S. government, its agencies and instrumentalities, and government sponsored enterprises. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on deposits or investments less than an amount insured by the FDIC.

Collateral will always be held by an independent third party with whom the City has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained.

The right of collateral substitution is granted.

IX. PERFORMANCE STANDARDS

Performance Standards

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs.

Performance Benchmark

Given the passive investment strategy of the City, the benchmark to be used by the Investment Officer to determine whether market yields are being achieved shall be **the average closing yield during the reporting period comparable to** the portfolios dollar-weighted average maturity in days.

X. REPORTING

Methods

Not less than quarterly and within a reasonable time after the end of the period reported, the Investment Officer should prepare and submit to the City Council a written report of the investment transactions for all funds of the City for the preceding reporting period. The report must:

- describe in detail the investment position of the City on the date of the report,
- be prepared jointly by all the Investment Officers if the City appoints more than one,
- be signed by all Investment Officials,
- contain a summary statement of each pooled fund group that states the beginning market value for the reporting period and additions and changes to the market value for the period,
- state the book value and the market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested,
- state the maturity date of each separately invested asset that has a maturity date,
- state the fund for which each individual investment was acquired,
- state all accrued interest payable; and
- state the compliance of the investment portfolio as it relates to this Policy and Investment Act.

Marking to Market

The market values of the City's investments shall be obtained from a reliable outside source, which has access to investment market values.

XI. INVESTMENT POLICY ADOPTION

The City's investment policy shall be adopted by resolution of the City Council. The policy shall be reviewed annually by the City Council and **any changes** or modifications made thereto must be approved by the City Council.

QUALIFIED BROKERS/DEALERS and INVESTMENT POOLS

Costal Securities, Inc.

5555 San Felipe, Suite 2200
Houston, Texas 77056
Phone: (713)435-4328

RBC Dain Rauscher, Inc.

2711 N Haskell Avenue
Cityplace, Suite 2400
Dallas, Texas 75204-2936
Phone: (214)989-1423

Morgan Stanley

1600 Highway 6 South, Suite 100
Sugarland, Texas 77478
Phone: (281)263-1600

TexPool

600 Travis Street, Suite 7200
Houston, TX 77002
Phone: (866)891-7665

FTN Financial Capital Markets

845 Crossover lane, Suite 150
Memphis, Tennessee 38117
Phone: (901) 435-8213

Vining Sparks

775 Ridge Lake Boulevard
Memphis, Tennessee 38120
Phone: (901)681-1008

Fidelity Investments

397 Williams Street
Marlboro, MA 01752
Phone: (800)422-8118

GLOSSARY OF COMMON TREASURY TERMINOLOGY

Accrued Interest - The accumulated interest due on a bond as of the last interest payment made by the issuer.

Agency - A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of federal agency is the Government National Mortgage Association (GNMA). An example of a FSA is the Federal National Mortgage Association (FNMA).

Amortization - The systematic reduction of the amount owed on a debt issue through periodic payments of principal.

Asked - The price at which securities are offered.

Average Life - The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Basis Point - A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield, e.g., "1/4" of 1 percent is equal to 25 basis points.

Bid - The indicated price at which a buyer is willing to purchase a security or commodity.

Book Value - The value at which a security is carried on the inventory lists or other financial records of an investor. The book value may differ significantly from the security's current value in the market.

Broker - A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

Callable Bond - A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

Call Price - The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

Call Risk - The risk to a bondholder that a bond may be redeemed prior to maturity.

Cash Sale/Purchase - A transaction that calls for delivery and payment of securities on the same day that the transaction is initiated.

Certificate of Deposit (CD) – A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

Collateralization - Process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security.

Commercial Paper - An unsecured short-term promissory note issued by corporations, with maturities ranging from 2 to 270 days.

Comprehensive Annual Financial Report (CAFR) – The official annual report for the City of College Station. It includes combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provision, extensive introductory material, and a detailed statistical section.

Convexity - A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Coupon Rate - The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. It is also known as the interest rate.

Credit Quality - The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

Credit Risk - The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

Current Yield (Current Return) - A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

Dealer – A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Delivery Versus Payment (DVP) - A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or his/her custodian.

Derivative Security - Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Discount - The amount by which the par value of a security exceeds the price paid for the security.

Discount Security – Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

Diversification - A process of investing assets among a range of security types by sector, maturity, and quality rating.

Duration - A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

Fair Value - The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

Federal Funds (Fed Funds) - Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed funds are considered immediately available funds.

Federal Funds Rate - Interest rate charged by one institution lending federal funds to the other.

Federal Credit Agencies – Agencies of the Federal Government set up to supply credit to various classes of institutions and individuals, e.g. S&L's small business firms, students, farmers, farm cooperatives, and exporters.

Federal Deposit Insurance Corporation (FDIC) – A federal agency that insures bank deposits, currently up to \$100,000 per depository account.

Federal Home Loan banks (FHLB) – The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role similar to that played by the Federal Reserve Bank versus member commercial banks.

Federal National Mortgage Association (FNMA) – FNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the support of the Department of Housing and Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

Federal Open Market Committee (FOMC) – Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on

a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

Federal Reserve System – The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

Financial Industry Regulatory Authority (FINRA) - A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

Government Securities - An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, and Bonds."

Interest Rate - See "Coupon Rate."

Interest Rate Risk - The risk associated with declines or rises in interest rates which cause an investment in a fixed-income security to increase or decrease in value.

Internal Controls - An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

- § **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
- § **Separation of transaction authority from accounting and record keeping** - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
- § **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

Inverted Yield Curve - A chart formation that illustrates long-term securities having lower yields than short-term securities. This configuration usually occurs during periods of high inflation coupled with low levels of confidence in the economy and a restrictive monetary policy.

Investment Company Act of 1940- Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Policy - A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

Investment-grade Obligations - An investment instrument suitable for purchase by institutional investors under the prudent person rule. Investment-grade is restricted to those obligations rated BBB or higher by a rating agency.

Liquidity - An asset that can be converted easily and quickly into cash.

Local Government Investment Pool (LGIP) - An investment by local governments in which their money is pooled as a method for managing local funds.

Mark-to-market - The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

Market Risk - The risk that the value of a security will rise or decline as a result of changes in market conditions.

Market Value - Current market price of a security.

Maturity - The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See "Weighted Average Maturity."

Money Market – The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Money Market Mutual Fund - Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repos and federal funds).

Mutual Fund - An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940.

Net Asset Value - The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets that includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.) $[(\text{Total assets}) - (\text{Liabilities})] / (\text{Number of shares outstanding})$

No Load Fund - A mutual fund that does not levy a sales charge on the purchase of its shares.

Nominal Yield - The stated rate of interest that a bond pays its current owner, based on par value of the security. It is also known as the "coupon," "coupon rate," or "interest rate."

Offer - An indicated price at which market participants are willing to sell a security or commodity. Also referred to as the "Ask price."

Par - Face value or principal value of a bond, typically \$1,000 per bond.

Portfolio – Collection of securities held by an investor.

Positive Yield Curve - A chart formation that illustrates short-term securities having lower yields than long-term securities.

Premium - The amount by which the price paid for a security exceeds the security's par value.

Prime Rate - A preferred interest rate charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.

Principal - The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

Prospectus - A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC. This can include information on the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements.

Prudent Person Rule - An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices.

Qualified Public Depositories – A financial institution which does not claim exemption from payment of any sales or compensating use of ad valorem taxes under the laws of the state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

Rate of Return – The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Reinvestment Risk - The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.

Repurchase Agreement (repo or RP) - An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

Reverse Repurchase Agreement (Reverse Repo) - An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

Rule 2a-7 of the Investment Company Act - Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13- month maturity limit and a 90-day average maturity on investments, to help maintain a constant net asset value of one dollar (\$1.00).

Safekeeping - Holding of assets (e.g., securities) by a financial institution.

Secondary Market – A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission – Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Serial Bond - A bond issue, usually of a municipality, with various maturity dates scheduled at regular intervals until the entire issue is retired.

Sinking Fund - Money accumulated on a regular basis in a separate custodial account that is used to redeem debt securities or preferred stock issues.

Swap - Trading one asset for another.

Term Bond - Bonds comprising a large part or all of a particular issue which come due in a single maturity. The issuer usually agrees to make periodic payments into a sinking fund for mandatory redemption of term bonds before maturity.

Total Return - The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period. $(\text{Price Appreciation}) + (\text{Dividends paid}) + (\text{Capital gains}) = \text{Total Return}$

Treasury Bills - Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of \$10,000. Auctions of three- and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

Treasury Bonds – Marketable, fixed-interest U.S. government debt securities with maturities of more than ten years and issued in minimum denominations of \$1,000. Treasury bonds make interest payments semi-annually and the income that holders received is only taxed at the federal level.

Treasury Notes - Marketable U.S. government debt securities with fixed interest rates and maturities between 1 to 10 years. Treasury notes can be bought either directly from the U.S. government or through banks.

Uniform Net Capital Rule - SEC Rule 15C3-1 – Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ration of indebtedness to liquid capital of 15 to 1: also called net capital rule and net

capital ratio. Indebtedness covers all money owned to a firm, including margin loans and commitments to purchase securities. This is one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

Volatility - A degree of fluctuation in the price and valuation of securities.

Volatility Risk Rating - A rating system to clearly indicate the level of volatility and other non-credit risks associated with securities and certain bond funds. The ratings for bond funds range from those that have extremely low sensitivity to changing market conditions and offer the greatest stability of the returns ("aaa" by S&P; "V-1" by Fitch) to those that are highly sensitive with currently identifiable market volatility risk ("ccc-" by S&P, "V-10" by Fitch).

Weighted Average Maturity (WAM) - The average maturity of all the securities that comprise a portfolio. According to SEC rule 2a-7, the WAM for SEC registered money market mutual funds may not exceed 90 days and no one security may have a maturity that exceeds 397 days.

When Issued (WI) - A conditional transaction in which an authorized new security has not been issued. All "when issued" transactions are settled when the actual security is issued.

Yield - The current rate of return on an investment security generally expressed as a percentage of the security's current price.

Yield-to-call (YTC) - The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date. **Yield Curve** - A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

Yield-to-maturity - The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

Zero-coupon Securities - Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE CITY'S INVESTMENT POLICY AND INVESTMENT STRATEGY FOR FISCAL YEAR 2009 AND AUTHORIZING ITS IMPLEMENTATION.

WHEREAS, the goal of the City of College Station is to create an Investment Policy to insure the safety of all funds entrusted to the City, while making available those funds for the payment of all necessary obligations of the City, and providing for the investment of all funds not immediately required in interest bearing securities; and

WHEREAS, the safety of the principal invested shall always be the primary concern of the City of College Station; and

WHEREAS, the management of monies in order to insure maximum cash availability and maximum yields on a short term investment is a primary goal of the City of College Station; and

WHEREAS, the Investment Policy for Fiscal Year 2009 designates the Chief Financial Officer or his Designee as the Investment Officer of the City and authorizes the Investment Officer to carry out the responsibilities of investing the City's funds; and

WHEREAS, the Investment Policy for Fiscal Year 2009 contains the City's Collateral Policy as required pursuant to Texas Government Code, Chapter 2257.

WHEREAS, the City Council of the City of College Station has reviewed the City's Investment Policy for Fiscal Year 2009 and the City's Investment Strategy for the Fiscal Year 2009; 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 City's Investment Policy and the Investment Strategy for Fiscal Year 2009.

PART 2: That the City Council hereby approves the designation of the Chief Financial Officer or his Designee as the Investment Officer of the City and authorizes the Investment Officer to carry out the responsibilities of investing the City's funds consistent with the City's Investment Policy.

PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2008.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

October 23, 2008
Regular Agenda Item No. 5
Contract for the Acquisition of Real Property in the Northeastern
Portion of College Station in Proximity to Other City-Owned Property and
Consideration of a Resolution Declaring Intention to Reimburse
Expenditures

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, possible action, and discussion regarding approval of a contract for the purchase of real property in the northeastern portion of College Station in proximity to other City-owned property and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Recommendation(s): Staff recommends approval of the referenced real estate contract and associated resolution.

Summary: The subject property is located in the northeastern portion of College Station in proximity to other City-owned property and may be of general use to the City for many purposes, including construction of a new convention and visitor's bureau, convention center, other economic development purposes, among the possibilities. The specific terms of the proposed transaction will be discussed during the City Council meeting.

Budget & Financial Summary: The exact and final purchase price for the property will be discussed in Executive Session and finally determined during the City Council meeting. Funding for this acquisition is available in the FY 2009 Hotel Occupancy Tax Fund and from proceeds from long term debt to be issued later this fiscal year. A budget amendment will be brought back to City Council to provide a portion of the appropriation for this project.

Attachments:

- 1 Real Estate Contract (To be provided at the meeting)
- 2 Resolution Declaring Intention to Reimburse certain Expenditures with Proceeds from Debt (To be provided at the meeting)

October 23, 2008
Regular Agenda Item No. 6
Appointment of citizens to Historic Preservation Committee

To: Glenn Brown, City Manager

From: Connie Hooks, City Secretary

Agenda Caption: Presentation, possible action, and discussion regarding Council selection of applicants to Historic Preservation Committee.

Summary: Two members resigned from the Committee in the past three months, Marguerite Anthony and Jane Hughey. Staff asked that City Council consider two appointments to this Committee for one year term expiring June 2009.

Attachments:
Applications provided in separate attachment.