



Mayor

Nancy Berry

Mayor Pro Tem

John Crompton

City Manager

Glenn Brown

Council members

Jess Fields

Dennis Maloney

Katy-Marie Lyles

Dave Ruesink

Agenda

College Station City Council

Regular Meeting

Monday, October 25, 2010 at 7:00 PM

City Hall Council Chamber, 1101 Texas Avenue

College Station, Texas

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

- **Presentation and Recognition of Capt. Greg Rodgers upon completion of the Executive Fire Officer Program.**

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

Consent Agenda

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.

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

a. Presentation, possible action, and discussion of minutes for August 12, 2010 Workshop and Regular meeting, August 16, 2010 Special meeting and October 14, 2010 Workshop and Regular meeting.

b. Presentation, possible action, and discussion regarding approval of a real estate contract in the amount of \$265,000 between the City of College Station (Buyer) and Debra Lynn Boyett (Seller) for the purchase of Lot One (1), Block Eighteen (18), W. C. Boyett Estate Partition, also known as 502 Boyett Street.

c. Presentation, possible action, and discussion regarding the approval of a construction contract (11-013) with Brazos Paving in the amount of \$4,174,508.86 for the Barron Road Widening Phase 2 Project.

- d. Presentation, possible action and discussion on the second reading of a franchise agreement with Liquid Environmental Solutions for the collection of food waste for the purpose of recycling.
- e. Presentation, possible action and discussion on the second reading of a franchise agreement amendment with Texas Commercial Waste to add the collection of food waste for the purpose of recycling to its agreement.
- f. Presentation, possible action, and discussion on approval of the 2010 Property Tax Roll in the amount of \$24,323,278.70.
- g. Presentation, possible action and discussion to approve Fiscal Year 2010-2011 expenditures for the Brazos County Health Department in the amount of \$351,500.
- h. Presentation, possible action and discussion on a resolution stating that the City Council has reviewed and approved the City's Investment Policy, Broker-Dealer List and Investment Strategy.
- i. Presentation, possible action and discussion on a funding agreement between the City of College Station and the Keep Brazos Beautiful for FY11 in the amount of \$50,240.
- j. Presentation, possible action and discussion on approving the budget of the Arts Council of Brazos Valley; and presentation, discussion and possible action on a funding agreement between the City of College Station and the Arts Council of Brazos Valley for FY11 in the amount of \$200,000 for Affiliate funding.
- k. Presentation, possible action, and discussion on a Construction Services Contract with Elliot Construction, Ltd. in the amount of \$3,792,932.70 for the construction of the Southwood 5-7 Utility Rehabilitation Project.
- l. Presentation, possible action, and discussion regarding approval of a resolution authorizing staff to award professional services contract #11-036 with Dunham Engineering in the amount of \$50,000 for engineering services to rehabilitate the three million gallon ground storage reservoir.
- m. Presentation, possible action, and discussion regarding the monthly report on irrigation water use at City of College Station facilities and properties.
- n. Presentation, possible action, and discussion regarding approval for the participation in the Brazos County Area 2011 Orthoimagery Project, consisting of area agencies contributing to a large area and detailed purchase of aerial imagery, and authorization for the City's portion of the project, not to exceed \$97,000, expensed to Kucera International Inc. in reference to the state contract.
- o. Presentation, possible action, and discussion on a HOME Tenant Based Rental Assistance (TBRA) Agreement between the City of College Station and Twin City Mission.
- p. Presentation, possible action, and discussion on a resolution approving a contract for the grant of federal HOME Community Housing Development Organization Set-Aside funds with EMBRACE Brazos Valley in the amount of \$198,607.50 for construction of affordable housing.
- q. Presentation, possible action, and discussion regarding the renewal of an annual blanket purchase order with Boundtree Medical L.L.C. for \$65,000.00 for EMS supplies.

r. Presentation, possible action, and discussion regarding approval for the agreement with ESRI on their Small Government Enterprise Licenses Agreement that will change the method for licensing city use of ESRI mapping software at a maximum cost of \$132,000 over three years.

s. Presentation, possible action, and discussion on the third reading of a ten (10) year franchise agreement with the City of Bryan for retail sale of electricity within the City of College Station and certificated to Bryan by the Public Utility Commission of Texas.

t. Presentation, possible action, and discussion on an ordinance amending Chapter 10, Section 3E (2)(i)(15), of the College Station Code of Ordinances changing the posted speed limit on the section of Dexter Drive from 30 mph to 25 mph.

u. Presentation, possible action and discussion regarding the approval of the FY 2010 Chapter 59 Asset Forfeiture Audit reporting form for the College Station Fire Department.

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 development of a residential rental property inspection program.
2. Public Hearing, presentation, possible action, and discussion on an ordinance amending Chapter 10, of the College Station Code of Ordinances to remove parking on various streets in the Southside neighborhoods to improve emergency vehicle access.
3. Presentation, possible action, and discussion regarding awarding a contract to HDR Engineers for \$55,600 to study City-wide impact fees, to give City Council the option of implementing impact fees, if they so desire.

- 4. Presentation, possible action, and discussion regarding selection of applicants to various Citizen Boards and Committees:

CITIZEN MEMBERSHIP

- Cemetery Committee
- Construction Board of Adjustments and Appeals
- Design Review Board
- Historic Preservation Committee
- Medical Corridor Citizen Advisory Committee
- Medical Corridor Stakeholders Advisory Committee
- BVSWMA, Inc. Board of Directors
- Zoning Board of Adjustment

- 5. Presentation, possible action, and discussion to consider Citizens of Wellborn petition to incorporate.

- 6. 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 Monday, October 25, 2010 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.

Posted this 22nd day of October, 2010 at 7:00 p.m.

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 22, 2010 at 7:00 p.m. and remained so posted continuously for at least 72 hours proceeding 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 _____, 2010 By _____

Subscribed and sworn to before me on this the ____ day of _____, 2010.

Notary Public – Brazos County, Texas

My commission expires: _____

City Council Regular Meeting
Monday, October 25, 2010

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.



Mayor
Nancy Berry
Mayor Pro Tem
John Crompton
City Manager
Glenn Brown

Councilmembers
James Massey
Dennis Maloney
Katy-Marie Lyles
Dave Ruesink

Minutes
City Council Workshop Meeting
Thursday, August 12, 2010 at 3:00 p.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

COUNCIL PRESENT: Mayor Nancy Berry, Mayor ProTem Crompton, Maloney, Lyles and Ruesink

STAFF PRESENT: City Manager Brown, Assistant City Manager Merrill, Assistant City Manager Neeley, Deputy City Secretary McNutt, City Attorney Cargill, Jr., Management Team

ABSENT: Council member Fields

Mayor Berry called meeting to order at 3:00 p.m.

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

Mayor Berry pulled consent item 2a and regular item 5to a future agenda.

2. Presentation, possible action, and discussion regarding proposed rate changes at the City's various Northgate District Parking Assets.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Crompton, the City Council voted two (2) for and three (3) opposed, with Mayor Berry and Councilmembers Lyles and Ruesink voting against, to approve equal service on surface and parking garage, to charge \$0.50 on surface lots during day hours and higher rate after 8:00 p.m. as staff see fit, as well as parking garage, and to move parking from 15 to 30 minutes in both surface and parking garage and first hour free in garage only.. The motion failed.

MOTION: Upon a motion made by Councilmember Ruesink and a second by Councilmember Crompton, the City Council voted three (3) for and two (2) opposed, with Mayor Berry and Councilmembers Lyles voting against, to approve Council member Maloney's prior motion in addition that Sunday thru Wednesday nights have a \$0.50 rate and Thursday thru Saturday nights a \$2.00 rate for parking on garage and surface parking.. The motion carried.

City Council Minutes
Thursday, August 12, 2010

3. Presentation, possible action, and discussion to prohibit the use, possession, sale, ingestion, or smoking of "K2" also referred to as "Spice" as well as the possession of ingestion devices used to ingest illegal smoking products.

MOTION: Upon a motion made by Councilmember Ruesink and a second by Councilmember Maloney, the City Council voted five (5) for and none (0) opposed, to move forward with an ordinance on K2 and the other dangers involved with the use of this substance. The motion carried unanimously.

5. Presentation, possible action, and discussion regarding the EXIT Teen Center Operations as requested by the City Council on May 17, 2010.

MOTION: Upon a motion made by Councilmember Crompton and a second by Councilmember Maloney, the City Council voted five (5) for and none (0) opposed, to approve approve staff's recommendation on the EXIT Teen Center Operations. The motion carried unanimously.

9. Executive Session will immediately follow the workshop meeting in the Administrative Conference Room.

Consultation with Attorney {Gov't Code Section 551.071}; possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

Litigation

- a. City of Bryan's application with TCEQ for water & sewer permits in Westside/Highway 60 area, near Brushy Water Supply Corporation to decertify City of College Station and certify City of Bryan
- b. City of Bryan suit filed against College Station, Legal issues and advise on Brazos Valley Solid Waste Management Agency contract, on proposed methane gas contract
- c. Water CCN / 2002 Annexation / Wellborn Water Supply Corporation
- d. Weingarten Realty Investors v. College Station, Ron Silvia, David Ruesink, Lynn McIlhaney, and Ben White
- e. Chavers et al v. Tyrone Morrow, Michael Ikner, City of Bryan, City of College Station, et al
- f. Clancey v. College Station, Glenn Brown, and Kathy Merrill

Legal Advice

- a. Discussion of Legal Issues Regarding: Wellborn Incorporation Request
- b. Contemplated Litigation, Legal remedies available to abate weeds, rubbish, brush and other unsanitary matter from a lot in the College Hills residential area.

City Council Minutes

Thursday, August 12, 2010

c. Legal issues of purchase and lease back to Arts Council

10. Action on executive session, or any workshop agenda item not completed or discussed in today's workshop meeting may be discussed in tonight's Regular Meeting if necessary.

No formal action was taken.

11. Adjourn.

Hearing no objections, Mayor Berry adjourned the workshop meeting at 8:00 p.m. on Thursday, August 12, 2010 following the regular meeting.

PASSED AND APPROVED this October 14, 2010

ATTEST:

APPROVED:

City Secretary

Mayor Nancy Berry



Mayor
Nancy Berry
Mayor Pro Tem
John Crompton
City Manager
Glenn Brown

Councilmembers
James Massey
Dennis Maloney
Katy-Marie Lyles
Dave Ruesink

Minutes
City Council Regular Meeting
Thursday, August 12, 2010 at 7:00 p.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

COUNCIL PRESENT: Mayor Nancy Berry, Mayor Pro Tem Crompton, Council members Maloney, Lyles and Ruesink

STAFF PRESENT: City Manager Brown, Assistant City Manager Merrill, Assistant City Manager Neeley, Deputy City Secretary McNutt, City Attorney Cargill, Jr., Management Team

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

Mayor Berry opened the meeting at 7:10 pm. She led the audience in the pledge of allegiance. Fire Chief R.B. Alley provided the invocation.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Lyles, the City Council voted five (5) for and none (0) opposed, to approve absence requests from Councilmember Jess Fields. The motion carried unanimously.

a. Hear Visitors

Kip Gilts, Pastor of United Methodist, 9210 Riverstone Ct, thanked the Council and the Staff for the current UDO.

Teresa Qu, 5204 Cascades, requested Council to look into a future connection between east and west of Hwy 6 at William Fitch Pkwy for sidewalks and bike lanes.

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

City Council Minutes
Thursday, August 12, 2010

- a. Presentation, possible action, and discussion regarding the minutes for Special Meeting July 13, 2010 and July 22, 2010 Regular Meeting.
- b. Approved **Resolution No. 08-12-10-2b** awarding a Professional Services Contract for the design of the Jones-Butler Roadway Extension to Jones & Carter, Inc., in the amount of \$289,000.00, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt. Further action is needed to reject the original Request for Proposal, RFQ 10-22, Penberthy Road Extension and resulting statements of qualifications.
- c. Approved **Resolution No. 08-12-10-2c** for Notices of Sale, Preliminary Official Statements and related materials for the sale of "City of College Station, Texas General Obligation Improvement Bonds, Series 2010" and "City of College Station, Texas Certificates of Obligation, Series 2010" including selection of a date for opening bids.
- d. Approved the authorizing the award of Bid No. 10-64 for the purchase of T-shirts, caps, and polo shirts for athletic programs sponsored by the Parks Department and for other City Departments for uniforms with C C Creations (\$47,000) and Monograms and More (\$38,000) for a combined annual estimated expenditure of \$85,000.
- e. Approved the results from the purchasing process follow-up audit report.
- f. Approved **Resolution No. 08-12-10-2f** on an interlocal agreement between the City of College Station and Brazos County for the conduct and management of the City of College Station Special election and the approval of the Notice of Special Election that will be held on Tuesday, November 2, 2010. Presentación, posible acción y discusión acerca de la resolución para aprobar un acuerdo interlocal entre la Ciudad de College Station y el Condado de Brazos para conducir y manejar las elecciones especiales de la Ciudad de College Station y aprobar la Notificación de Elecciones especiales que se celebrarán el día martes 2 de noviembre de 2010.
- g. Approved an amendment to the Agreement for Services with the Brazos Valley Softball Umpires Association to provide officiating services for City athletic leagues and programs (Contract Number 09-085) in an amount not to exceed \$183,900.00 total per year.
- h. Approved a change order to the Emerald Forest drainage improvements design contract with Kimley Horn Associates in the amount of \$13,000.
- i. Approved the rejection of a bid 10-60 from N-Line Traffic Maintenance for the deployment and take down of Northgate pedestrian/traffic safety devices. The amount for the bid was to not exceed \$117,000 for the year beginning on September 2, 2010 at \$2,250 per week.
- j. Approved **Resolution No. 08-12-10-2j** on a supplemental agreement with TxDOT allowing the transfer of \$237,200.00 from funds paid for FM 60 improvements to cover a portion of the amount owed to the State for Wellborn Road Improvements and refunding the remaining balance of \$235,500.00 to the City.

City Council Minutes
Thursday, August 12, 2010

Item 2a was pulled from the Consent Agenda.

MOTION: Upon a motion made by Councilmember Crompton and a second by Councilmember Maloney, the City Council voted five (5) for and none (0) opposed, to approve the Consent Agenda, less item 2a. The motion carried unanimously.

1. Public hearing, presentation, possible action, and discussion regarding an Ordinance amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, specifically a rezoning for 2.76 acres from A-O Agricultural Open to C-1 General Commercial generally located behind the Independence Harley-Davidson dealership located at 4101 State Highway 6 South.

Mayor Berry opened the Public Hearing. There being no Public Comment, the Public Hearing was closed.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Maloney, the City Council voted five (5) for and none (0) opposed, to approve Ordinance 2010-3264, rezoning 2.76 acres from A-O Agricultural Open to C-1 General Commercial generally located behind the Independence Harley-Davidson dealership located at 4101 State Highway 6 South. The motion carried unanimously.

2. Public hearing, presentation, possible action, and discussion on an amendment to Chapter 12, City of College Station Code of Ordinances, Unified Development Ordinance Article 2 Development Review Bodies as it relates to the creation of a Bicycle, Pedestrian, and Greenways Advisory Board.

Mayor Berry opened the public hearing. Sherry Ellison, 2705 Brookway Dr., spoke in support of the Advisory board. Mayor Berry closed the public hearing.

MOTION: Upon a motion made by Councilmember Crompton and a second by Councilmember Maloney, the City Council voted five (5) for and none (0) opposed, to approve Ordinance 2010-3265, amending the UDO for the Bicycle, Pedestrian, and Greenways Advisory Board. The motion carried unanimously.

3. Public hearing, presentation, possible action, and discussion to consider an Ordinance amending the City of College Station Comprehensive Plan (Ordinance 3186 as amended by Ordinance 2010-3226, 2010-3247 and 2010-3255) by adopting the Water System Master Plan, for the City of College Station.

Mayor Berry opened the public hearing. There being no public comment, Mayor Berry closed the public hearing.

City Council Minutes
Thursday, August 12, 2010

MOTION: Upon a motion made by Councilmember Crompton and a second by Councilmember Ruesink, the City Council voted five (5) for and none (0) opposed, to approve Ordinance 2010-3266, adopting an updated Water System Master Plan. The motion carried unanimously.

4. Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, "Unified Development Ordinance", Section 8.2.A.13, "Sidewalks", of the Code of Ordinances of the City of College Station, Texas, for the purpose of establishing alternatives to the construction of sidewalks with development and a sidewalk fund.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Crompton, the City Council voted five (5) for and none (0) opposed, to approve Ordinance 2010-3267, establishing alternatives to the construction of sidewalks with development and a sidewalk fund. The motion carried unanimously.

5. Presentation, possible action, and discussion of a resolution calling for a special election and calling for a Transportation User Fee.

Item was postponed to a future agenda.

4. Presentation, possible action, and discussion regarding (1) results of a citywide risk assessment conducted by the City Internal Auditor, (2) selection of audit topics for the fiscal year 2011 audit plan, and (3) amending the fiscal year 2010 audit plan.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Crompton, the City Council voted five (5) for and none (0) opposed, to approve the Risk Assessment and Audit Plan Report. The motion carried unanimously.

6. Council Calendar

Council reviewed activities on Council Calendar

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

Mayor Berry requested a future Workshop Item on the overview and understanding of the Park Enterprise Fund. Council member Lyles seconded the motion.

City Council Minutes

Thursday, August 12, 2010

Mayor Protem Crompton requested an addition to the Park Enterprise Fund is the whole notion of the all the Recreation Accounts within 60 days.

- 8. Discussion, review and possible action regarding the following meetings: Arts Council of the Brazos Valley, Audit Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Wide Area Communications Task Force, BVSWMA, BVWACS, Cemetery Committee, Code Review Committee, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Mayor's Council on Physical Fitness, Metropolitan Planning Organization, National League of Cities, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Signature Event Task Force, Sister City Association, TAMU Student Senate, Texas Municipal League, Transportation Committee, Wolf Pen Creek Oversight Committee, Zoning Board of Adjustments, (Notice of Agendas posted on City Hall bulletin board).

Council member Lyles reported on the Arts Council meeting.

Mayor Berry reported on the Health Board and the MPO.

Council member Ruesink reported on Sisters Cities.

6. **Adjourn.**

Hearing no objections, Mayor Berry concluded Regular Meeting at 8:00 pm on August 12, 2010.

PASSED AND APPROVED this October 14, 2010

ATTEST:

APPROVED:

City Secretary

Mayor Nancy Berry



Mayor
Nancy Berry
Mayor Pro Tem
John Crompton
City Manager
Glenn Brown

Councilmembers
James Massey
Dennis Maloney
Katy-Marie Lyles
Dave Ruesink

Minutes
City Council Special Budget Meeting
Monday, August 16, 2010 at 3:00 p.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

1. Call to order.

Mayor Berry called meeting to order at 3:02 p.m.

2. Presentation, possible action and discussion of a resolution calling for a special election and calling for a Transportation User Fee.

Mark Smith, Director of Public Works, presented a resolution calling for a special election and calling for a Transportation User Fee.

Dick Birdwell, 3 Forest Dr. CS, requested Council to consider not putting this on the ballot, due to unfair circumstances and an irresponsible way to raise money.

MOTION: Upon a motion made by Councilmember Crompton and a second by Councilmember Maloney, the City Council voted four (4) for and two (2) opposed, with Mayor Berry and Council member Lyles voting against, to approve approve **Resolution No. 08-16-10-02** calling a special election for the transportation user fee for November 2, 2010, with ballot language such as: *“Are you in favor of the City of College Station collecting a transportation user fee of \$2.00 per residential user and \$1.00 per 1,000 square feet non-residence, indexed by CPI every third year to create a special fund that can only be increased only with voter approval and only be used for rehabilitation of streets within the City of College Station?”* The motion carried.

3. Presentation, possible action and discussion on the FY 2010-2011 Proposed Budget.

Jeff Kersten, Chief Financial Officer, presented Council presented proposed General Fund Department Budgets.

PARKS:

MOTION: Upon a motion made by Councilmember Crompton and a second by Councilmember Lyles, the City Council voted five (5) for and one (1) opposed, with Council member Fields voting against, to approve the Service Level Adjustment of \$30,000 for the Teen Center Program. The motion carried.

City Council Minutes
Monday, August 16, 2010

Council member Fields moved to strike the concession for the entire of Budget. Council member Lyles seconded the motion. Motion and second were withdrawn.

MOTION: Upon a motion made by Councilmember Crompton and a second by Councilmember Maloney, the City Council voted six (6) for and none (0) opposed, to approve development of Southwood Park but to limit budget to \$15,000 a year and to include going forward in FY2012 budget. The motion carried unanimously.

LIBRARY, PLANNING & DEVELOPMENT SERVICE, INFORMATION TECHNOLOGY, FISCAL SERVICES FUNDS:

No discussion was needed.

GENERAL GOVERNMENT:

Council directed staff to remove car allowance from Council appointees and go to mileage reimbursement.

PAY PLAN

Non – departmental expenditure

General Administration Transfers - \$6,070,440	
Public Agency Funding -	\$ 742,442
Other / Transfers Account -	\$ 765,596
Contingency -	\$ 300,000

Public Agency Funding:

RVP --	\$ 300,000
Arts Council -	\$ 75,000
- \$10,000	
Health Department –	\$ 351,500

Outside Agency Policy Direction (2008):

Stop funding new agencies after 2009.

Other:

ED Fund -	\$ 200,000
Interfund Loan -	\$ 120,000
TX High Speed Rail -	\$ 30,000
State Legislative Consulting -	\$ 43,333
Federal Legislative Consulting -	\$ 0
Gulf Coast Strategic Hwy Coalition -	\$ 5,000
Total	\$ 408,333

Recreation Fund Subsidy -	\$ 357,263
---------------------------	------------

City Council Minutes

Monday, August 16, 2010

MOTION: Upon a motion made by Mayor Berry and a second by Councilmember Fields, the City Council voted six (6) for and none (0) opposed, to bring GCSHC to \$5000 instead of \$10,000.00 and TX21 High Speed Rail from \$35,000 to \$30,000. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Lyles, the City Council voted one (1) for and five (5) opposed, with Mayor Berry and Councilmembers Crompton, Maloney, Lyles and Ruesink voting against, to decrease Interfunds Loan from 120,000 to 60,000. The motion failed.

4. **Presentation, possible action and discussion on the 2010-2011 ad valorem tax rate; and, if necessary, on calling two public hearings on a proposed ad valorem tax rate for 2010-2011.**

No discussion was needed.

5. **Executive Session will immediately follow the special meeting in the Administrative Conference Room.**

Competitive Matters {Gov't Code Section 551.086}; possible action

The City Council may deliberate, vote, or take final action on a competitive matter in closed session. The City Council must make a good faith determination, by majority vote of the City Council, that the matter is a Competitive Matter. A "Competitive Matter" is a utility-related matter that the City Council determines is related to the City of College Station's Electric Utility Competitive Activity, including commercial information, which if disclosed would give advantage to competitors or prospective competitors. The following is a general representation of the subject(s) to be considered as a competitive matter.

a. Electric Fund FY2010-2011 Proposed Budget

Economic Incentive Negotiations {Gov't Code Section 551.087}; possible action The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city with which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

a. Bio-Corridor Prospects such as Pharmaceuticals and other high tech industries

6. **Action on executive session.**

No formal action was taken.

7. **Adjourn.**

Hearing no objections, Mayor Berry concluded Special Meeting at 5:45 p.m.

City Council Minutes
Monday, August 16, 2010

PASSED AND APPROVED this September 9, 2010

ATTEST:

APPROVED:

City Secretary

Mayor Nancy Berry

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
OCTOBER 14, 2010

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

Jess Fields
Dennis Maloney
Katy-Marie Lyles
Dave Ruesink

City Staff:

Glenn Brown, City Manager
David Neeley, Assistant City Manager
Carla Robinson, 1st Assistant City Attorney
Tanya McNutt, Deputy City Secretary

Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Nancy Berry at 3:05 p.m. on Thursday, October 14, 2010 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

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

Item 2g, was pulled from the Consent Agenda.

Mayor Berry stated we should not consider any changes to the animal shelter unless there is a certain reason for changes. Jeff Kersten explained the contract. Kathy Merrill explained the contract and the extended period of time.

2. Presentation, possible action and discussion regarding fiscal transparency and the feasibility of placing city checks online.

Jeff Kersten, Chief Financial Officer, generated a register of the normal weekly accounts payable “check run,” which includes electronic funds transfers (EFT) and most wire transactions.

This would include items such as:

- Payments to vendors for goods and services;
- Payments to Outside Agencies per contractual terms and conditions;
- Travel reimbursements to employees;
- Refunds for deposits on utilities, facility rentals, etc.

The check register would be generated after each normal weekly “check run” and would go to Legal for review before posting on the website. The current plan is to post this information, together with budget and financial statement information, “one click” from the City’s home page. Each week, that week’s check register would be posted to the “front” page with the preceding week’s register removed to the history page.

Also, Mr. Kersten explained ways to increase the City's fiscal transparency, to include placing the City's check register online. Staff is not proposing to include anything payroll related or electric power supply contract payments, as part of the online check register.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Lyles, the City Council voted five (5) for and none (0) opposed, to approve moving forward with fiscal transparency and the feasibility of placing the City check register online. The motion carried unanimously.

3. Presentation, possible action, and discussion regarding a ten (10) year franchise agreement with the City of Bryan for retail sale of electricity within the City of College Station in areas certificated to Bryan by the Public Utility Commission of Texas.

David Massey, Director of Public Utilities, presented an overview of the proposed electric franchise agreement with the City of Bryan. The franchise requires three readings to be approved by Council. The second reading of this franchise is on the Consent Agenda of today’s Regular Council Meeting.

This Electric Power Franchise gives the City of Bryan the right to use public rights-of-way within specified areas of College Station in order to provide retail electric service to areas certificated to Bryan by the Public Utility Commission of Texas. This Franchise is for a period of ten years. The development of this Franchise with the City of Bryan has involved negotiations for many years between the electric utilities and legal staffs of both cities. The proposed Franchise defines such things as payments, utility construction and maintenance, conditions of right-of-way occupancy, street lighting, underground installations, records and reporting, insurance requirements, compliance and many other tangential issues associated with a franchise of this type. One important note is that this franchise only applies to areas defined as “Non-Core” areas within the City of College Station – areas that currently have Bryan electric power facilities within College Station. Staff feels that all relevant areas have been fully addressed in this document and recommends approval.

4. Presentation, possible action, and discussion regarding potential options for electric wind power rates.

David Massey, Director of Public Utilities, presented a brief overview, per Council's request, on premiums associated with the wind rates.

As Adopted January 2009:

	100% Wind	50% Wind	10% Wind
Program Cost	2.50 cents	1.25 cents	0.25 cents
Green CS Adder	0.50 cents	0.35 cents	0.10 cents
Total Premium	3.00 cents	1.60 cents	0.35 cents
Cost per 1000 kwh	\$30.00	\$16.00	\$3.50

Effective February 1, 2010

	100% Wind	50% Wind	10% Wind
Program Cost	0.50 cents	0.25 cents	0.05 cents
Green CS Adder	1.50 cents	0.75 cents	0.15 cents
Total Premium	2.00 cents	1.00 cents	0.20 cents
Cost per 1000 kwh	\$20.00	\$10.00	\$2.00

Current Wind Watts Premium

Utility Adder
Per KWH

- 100% Wind: 0.5 cents
- 50% Wind: 0.25 cents
- 10% Wind: 0.05 cents

Council Adder
Per KWH

- * 100% Wind: 1.5 cents
- * 50% Wind: 0.75 cents
- * 10% Wind: 0.15 cents

Council directed staff to separate the tree program and the wind watts.

5. Presentation, possible action, and discussion regarding the future direction of the City's affordable housing activities.

David Gwin, Director of Economic and Community Development, explained the current and future affordable housing programming and provided input on the direction of these efforts.

Debbie Eller, Assistant Director of Economic and Community Development, provided a briefing on the results of the community planning process and a summary of the new Five-Year Consolidated Plan and one year Annual Action Plan. These Plans serve as strategic plans guiding community development activities in College Station over the next five years. City Council approved the 2010-2014 Consolidated Plan and PY 2010 Action Plan on July 22, 2010.

Also, the CDBG and HOME funds may only be used to: (1) benefit low- and moderate-income persons; (2) aid in the elimination of slum and blighting influences, and/or; (3) meet a particular urgent need. Further, CDBG funds may be used to meet local needs through a wide range of community development activities, while HOME funds may only be used for affordable housing activities.

Historically, the City has utilized these funds for a variety of programs and activities, including: affordable housing programs (homebuyer assistance, security deposit assistance, rehabilitation, new construction, and minor repairs); funding of direct services to low-income families; demolition; and park, street, infrastructure and public facility improvement in low-income areas of the city.

In 2008, Council directed the Economic and Community Development Department to create sustainable revenue sources to support future activities due to the significant and on-going decline of HUD resources. This direction was accomplished in part by providing assistance for housing activities through zero or low-interest loans and the retirement of 100% grant programs. Additionally, community development activities have been structured to generate program income when applicable.

6. Presentation, possible action, and discussion regarding basic public purchasing policies, procedures and statutes.

Mayor Berry pulled this item for placement on a future agenda.

7. Council Calendar

October 18 IGC Meeting at BVCOG at 12:00 p.m.

October 19 Council Transportation Committee Meeting in Council Chambers at 4:30 p.m.

October 19 Interfaith Dialog & Friendship Dinner and Awards Ceremony at Pebble Creek Country Club-4500 Pebble Creek Parkway at 6:30 p.m.

October 20 Small Business Summit at the Brazos Center-3232 Briarcrest Dr at 8:00 a.m.

October 20 BSWMA Inc. Board Meeting at the Public Works - Room 203 Municipal Court Bldg - 300 Krenek Tap at 11:00 a.m.

October 20 2010 Exploring History Lunch Lecture Series in CS Conference Center at 11:30 a.m.

October 21 Business After Hours -Chrome, A Salon Experience at 5:30 p.m.

October 21 Planning & Zoning Meeting in Council Chambers at 6:00 p.m.

October 25 Council Workshop/Regular Meeting in Council Chambers, 3:00 and 7:00 p.m.

November 11 Dedication of the Korean War Memorial on the Lynn Stuart Pathway, Veterans Park,4:00 p.m.

November 11 Reading of the Names at the Veterans Memorial, Adams Plaza, Veterans Park, 6:00 p.m.

November 11 Veterans Memorial Day Ceremony at the American Pavilion, Veterans Park, 7:00 p.m.

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

There was no discussion.

9. Discussion, review and possible action regarding the following meetings: Arts Council of the Brazos Valley, Audit Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Wide Area Communications Task Force, BVSWMA, BVWACS, Cemetery Committee, Code Review Committee, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Mayor's Council on Physical Fitness, Metropolitan Planning Organization, National League of Cities, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Signature Event Task Force, Sister City Association, TAMU Student Senate, Texas Municipal League, Transportation Committee, Wolf Pen Creek Oversight Committee, Zoning Board of Adjustments, (Notice of Agendas posted on City Hall bulletin board).

Council member Lyles reported on Arts Council.

Council member Maloney requested staff to add the Bicycle, Pedestrian, and Greenways Committee for Council to discuss.

10. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.074-Personnel, the College Station City Council convened into Executive Session at 5:00 p.m. on Thursday, October 14, 2010 in order to continue discussing matters pertaining to:

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

- City of Bryan's application with TCEQ for water & sewer permits in Westside/Highway 60 area, near Brushy Water Supply Corporation to decertify City of College Station and certify City of Bryan
- Water CCN / 2002 Annexation / Wellborn Water Supply Corporation
- Weingarten Realty Investors v. College Station, Ron Silvia, David Ruesink, Lynn McIlhaney, and Ben White
- Chavers et al v. Tyrone Morrow, Michael Ikner, City of Bryan, City of College Station, et al
- Clancey v. College Station, Glenn Brown, and Kathy Merrill
- Rachel Rahn v. Alma Martinez; The Arkitex Studio, Inc.; Charles Burris, AIA; Dr. Elton Abbott, AIA; and City of College Station, Texas: Cause No. 09-000656-CV-361, In the District Court of Brazos County Texas, 361st Judicial District

B. Consultation with Attorney to seek legal advice regarding:

- Discussion of Legal Issues Regarding: Wellborn Incorporation Request
- Contemplated Litigation, Legal remedies available to abate weeds, rubbish, brush and other unsanitary matter from a lot in the College Hills residential area.
- Legal issues of purchase and lease back to Arts Council

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

- City Manager
- Council Self-Evaluation
- City Attorney

The Executive Session adjourned at 7:00 p.m. on Thursday, October 14, 2010.

MOTION: Upon a motion made by Councilmember Ruesink and a second by Councilmember Fields, the City Council voted five (5) for and none (0) opposed, to approve Carla Robinson as Interim City Attorney for the City of College Station. The motion carried unanimously.

11. Adjournment

MOTION: There being no objection, Mayor Berry adjourned the workshop of the College Station City Council at 7:00 p.m. on Thursday, October 14, 2010. The motion carried unanimously.

Nancy Berry, Mayor

ATTEST:

Tanya McNutt, Deputy, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
OCTOBER 14, 2010

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

Jess Fields
Dennis Maloney
Katy-Marie Lyles
Dave Ruesink

City Staff:

Glenn Brown, City Manager
David Neeley, Assistant City Manager
Carla Robinson, Interim City Attorney
Tanya McNutt, Deputy City Secretary

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Nancy Berry at 7:05 p.m. on Thursday, October 14, 2010 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

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

- **Presentation in recognition of October as National Community Planning Month and recognition of the City's efforts at planning.**

Bob Cowell, ACIP, Director of Planning and Development, recognized the staff for their efforts in planning and receiving the National Community Planning Month.

- **Report from Sister Cities student group and presentation of gifts from the Mayor of Greifswald, Germany**

A student group presented gifts given from the Mayor of Greifswald of Germany, received from their amazing trip.

- **Proclamation naming October as Breast Cancer Awareness (BCA) Month.**

Mayor Berry presented breast cancer survivor, Patricia Gerling, a proclamation naming October as Breast Awareness (BCA) Month.

- **Citizen Comments**

There were no Citizen Comments.

CONSENT AGENDA

2a. Presentation, possible action, and discussion of minutes for September 23, 2010 Workshop and Regular Meetings and October 6, 2010 Wellborn and Special Council Meeting.

2b. Presentation, possible action and discussion on the second and final renewal of bid #08-84 to Brazos Paving Inc. in an amount not to exceed \$411,000.00 for the annual blanket order of concrete curb/gutter & flatwork used to maintain City infrastructure.

2c. Presentation, possible action, and discussion of contract renewals for the installation of roadway traffic markings and traffic control to Highway Technology of Austin, Texas in the amount of \$163,182.50 and, traffic control services to N-Line Traffic Maintenance of Bryan, Texas in the amount of \$18,706.25.

2d. Presentation, possible action and discussion on approving the budget of the Arts Council of Brazos Valley; and presentation, possible action and discussion on two (2) operations and maintenance funding agreements between the City of College Station and the Arts Council of Brazos Valley for FY11 totaling \$164,000. (Pulled to future agenda)

2e. Presentation, possible action and discussion on a funding agreement between the City of College Station and the Research Valley Partnership for FY11 in the amount of \$300,000.

2f. Presentation, possible action and discussion on approving the budget of the Brazos Valley Convention and Visitors Bureau (CVB); and presentation, possible action and discussion on a funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY11 in the amount of \$1,057,000.

2g. Presentation, possible action and discussion approving a resolution authorizing expenditures for the Brazos Animal Shelter in the amount of \$169,512.90.

2h. Presentation, possible action, and discussion on the second reading of a ten (10) year franchise agreement with the City of Bryan for retail sale of electricity within the City of College Station and certificated to Bryan by the Public Utility Commission of Texas.

2i. Presentation, possible action and discussion on the third and final reading of a franchise agreement with Professional Trash Valet, LLC dba Brazos Valley Trash Valet &

Recycling for the collection of recyclable commodities from multifamily apartments and commercial businesses.

2j. Presentation, possible action, and discussion regarding approval of Change Order No. 1 for a contract with Motorola Inc. for equipment and services to support Rebanding of the City's 800MHz Radio System, decreasing the original contract of \$258,191.28 by \$20,473.00.

2k. Presentation, possible action and discussion concerning approval of a Participation Agreement concerning improvements to Royder Road and Greens Prairie Trail between College Station Independent School District (CSISD) and the City of College Station.

2l. Presentation, possible action, and discussion regarding a change order to the design contract (Contract No.07-263) with Mitchell and Morgan in the amount of \$4,240.00 for the Nantucket Gravity Sewer Line project.

2m. Presentation, possible action and discussion on the first reading of a franchise agreement with Liquid Environmental Solutions for the collection of food waste for the purpose of recycling.

2n. Presentation, possible action and discussion on the first reading of a franchise agreement amendment with Texas Commercial Waste to add the collection of food waste for the purpose of recycling to its agreement.

Item 2d was pulled from the Consent Agenda.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Maloney, the City Council voted five (5) for and none (0) opposed, to approve the Consent Agenda, less item 2d. The motion carried unanimously.

REGULAR AGENDA

1. Presentation, possible action, and discussion on a resolution approving a preliminary official statement, and related material; and on an ordinance authorizing the issuance and sale of City of College Station, Texas General Obligation Refunding Bonds, Series 2010; establishing parameters regarding the sale of the bonds; approving the execution of an escrow agreement; and ordaining other matters related thereto, including immediate effectiveness.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Fields, the City Council voted five (5) for and none (0) opposed, to adopt a resolution approving a preliminary official statement, and related material; and to adopt an ordinance authorizing the issuance and sale of City of College Station, Texas General Obligation Refunding Bonds, Series 2010; establishing parameters regarding the sale of the bonds; approving the execution of an

escrow agreement; and ordaining other matters related thereto, including immediate effectiveness. The motion carried unanimously.

2. Public hearing, presentation, possible action, and discussion regarding an Ordinance amending Chapter 12, “Unified Development Ordinance,” Section 4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, specifically rezoning 19.749 acres from A-O Agricultural Open and R-1 Single-Family Residential to PDD Planned Development District for multi-family, office, and general commercial uses, for 529 William D. Fitch Parkway, generally located on the north side of William D. Fitch Parkway, west of the Castle Rock Subdivision and wetlands mitigation area.

At approximately 8:10 p.m. Mayor Berry opened the Public Hearing.

Mary Koeninger, 4233 Little Rock Ct. CSTX, stated she is against building in the flood zone and R-4 construction at Phillips Square.

Tom Kisks, 4213 Rocky Creek Trail, CSTX, stated he is in support of the proposed rezone subject to all amendments specified by the P&Z Staff and Commission. He also supports the prohibition of flood plain construction and the substitution of town homes in lieu of apartments.

David W. Reynolds, 4232 Little Rock Cr. CSTX, presented a petition from the residents of Castle Rock Subdivision. He also commended staff and P&Z Commission.

Arianne Wiese, 4706 Scrimshaw, CSTX, represents a licensing agency and writes home insurance policies. Home insurance carriers do not ask you to have flood insurance.

J.R. Torres, 4312 Velencia Ct. CSTX, stated his support of the proposed rezoning.

Marty Cangelose, 404 Tarrow St., CSTX, explained that combining single family and multifamily is a good thing. The overall area will support the development.

Grant Graham 4107 Rock Mountain, CSTX, stated he is a resident of Castle Rock that is in support of the proposed rezoning and doesn't fear the development.

Heath Townsend 17896 Creel Crossing, CSTX, a builder of single family, and multifamily, is in support of the rezoning and sees no problems with single family and multifamily.

Jess Durton, Olden, Gooden Group, spoke on the development and the marketing side of the rezoning and how this will grow.

Verdon Golden, resident of Castle Gate, spoke on building a Class A asset and is in support of the proposed rezoning.

Joe Schultz, 3208 Innsbrock, CSTX, engineer, stated that the plan may be altered and a No Adverse Impact Study would be done.

Commission Stearns, with the P&Z Commission, explained the approval zone on this proposed rezoning.

Wallace Phillips, applicant, stated that he has met all of the requirements and requests approval from the City.

There being no further comments, the Public Hearing was closed at 8:55 p.m.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Ruesink, the City Council voted three (3) for and two (2) opposed, with Councilmembers Lyles and Fields voting against, to adopt the ordinance amending Chapter 12, “Unified Development Ordinance,” Section 4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, specifically rezoning 19.749 acres from A-O Agricultural Open and R-1 Single-Family Residential to PDD Planned Development District for multi-family, office, and general commercial uses, for 529 William D. Fitch Parkway, generally located on the north side of William D. Fitch Parkway, west of the Castle Rock Subdivision and wetlands mitigation area, with conditions of mediatory of bike lanes, right and left turns, and donate a fence around the child’s area of the park for safety. The motion carried.

3. Presentation, possible action, and discussion regarding the approval of a construction contract (10-251) with Dudley Construction in the amount of \$2,122,819.10 for the Water Reclamation Phase 1 Project.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Lyles, the City Council voted five (5) for and none (0) opposed, to approve a construction contract (10-251) with Dudley Construction in the amount of \$2,122,819.10 for the Water Reclamation Phase 1 Project. The motion carried unanimously.

4. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the regular session of the College Station City Council at 9:15 p.m. on Thursday, October 14, 2010. The motion carried unanimously.

Nancy Berry, Mayor

ATTEST:

Tanya McNutt, Deputy City Secretary

October 25, 2010
Consent Agenda Item No. 2b
Northgate Park Project
Real Estate Contract – 502 Boyett Street

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding approval of a real estate contract in the amount of \$265,000 between the City of College Station (Buyer) and Debra Lynn Boyett (Seller) for the purchase of Lot One (1), Block Eighteen (18), W. C. Boyett Estate Partition, also known as 502 Boyett Street.

Relationship to Strategic Goals: Goal II, Neighborhood Integrity.

Recommendation(s): Staff recommends approval of the contract which will authorize the Mayor to execute the contract and will authorize the City Attorney to complete the transaction.

Summary: On March 8, 2007, City Council authorized the purchase of three lots on Spruce Street for the purpose of developing a neighborhood park in Northgate. On May 18, 2009, City Council directed staff to proceed with negotiations on additional property in an effort to enlarge the site and create a neighborhood park in the Northgate District. On August 27, 2009, City Council authorized the purchase of four lots on Spruce Street that adjoin the previously purchased lots.

Staff has recently completed negotiations for the purchase of one additional lot improved with a single family residence. This lot adjoins the existing park land and a drainage area. The purchase of this property will also provide access to Boyett Street. As part of the contract negotiations, the seller will occupy the residence until October 1, 2011 at which time the City will demolish the structure.

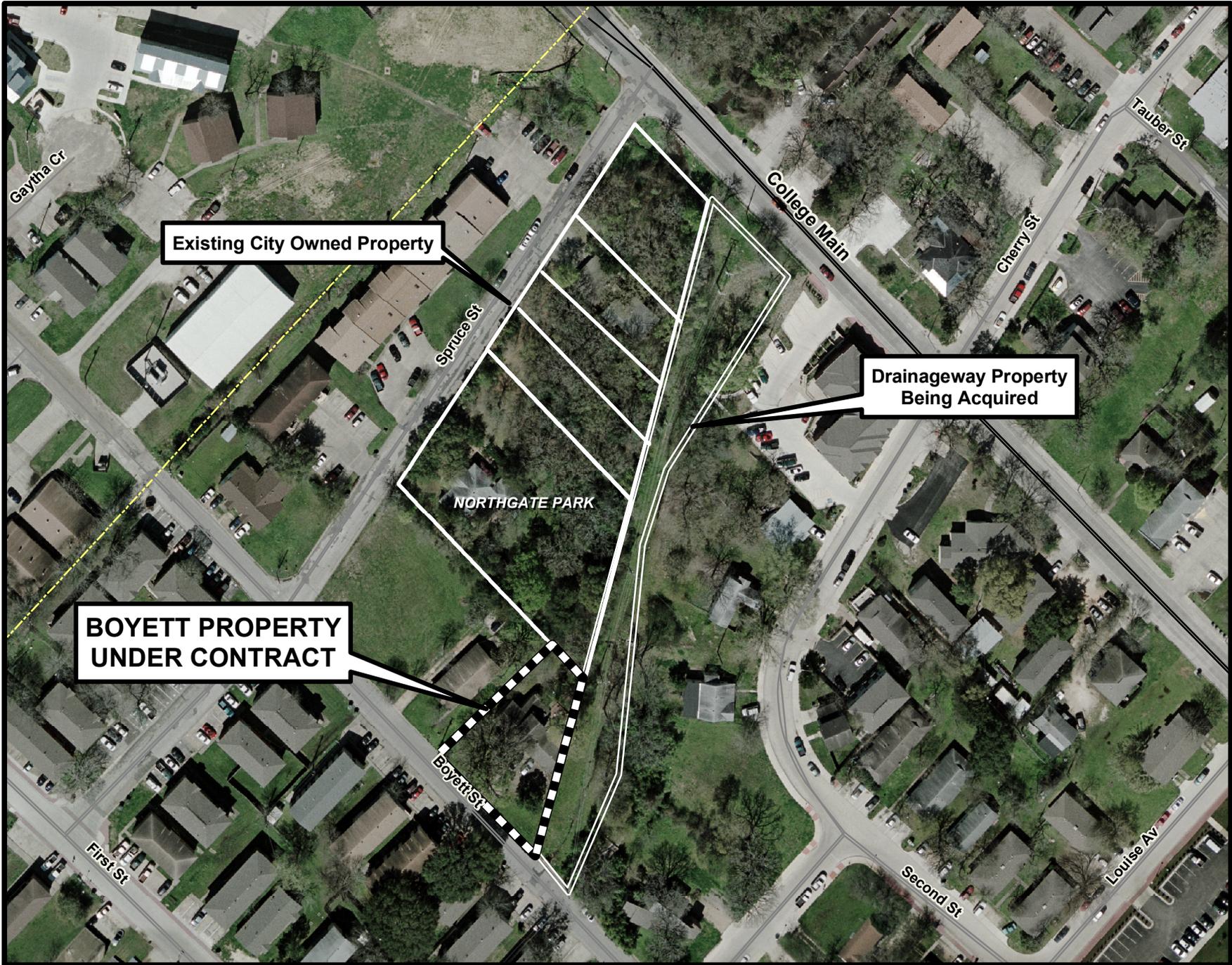
Additionally, in an effort to maximize the size of the park, Staff is working to acquire the drainage area that extends from Boyett Street to College Main. This land is owned by 20 heirs of W.C. Boyett.

Budget & Financial Summary: Funds for this purchase are budgeted in the Parks Capital Improvement Projects Fund as part of the Neighborhood Parks Revolving Fund Project. The total budget for this project is \$1,000,000 and \$428,754 has been expended or committed to date, leaving a balance of \$571,246 for future expenditures. The purchase price for the property is \$265,000. Additional funds amount of approximately \$10,000 will be required for a survey, environmental study, title insurance, closing costs and other fees.

Attachments:

1. Project Map
2. Real Estate Contract – Available in City Secretary's Office

Boyett Property - 502 Boyett Street



**October 25, 2010
Consent Agenda Item No. 2c
Project Number ST 10-26
Barron Road Widening Phase 2**

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding the approval of a construction contract (11-013) with Brazos Paving in the amount of \$4,174,508.86 for the Barron Road Widening Phase 2 Project.

Relationship to Strategic Goals: Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure. Goal IV, Improving Multi Modal Transportation.

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

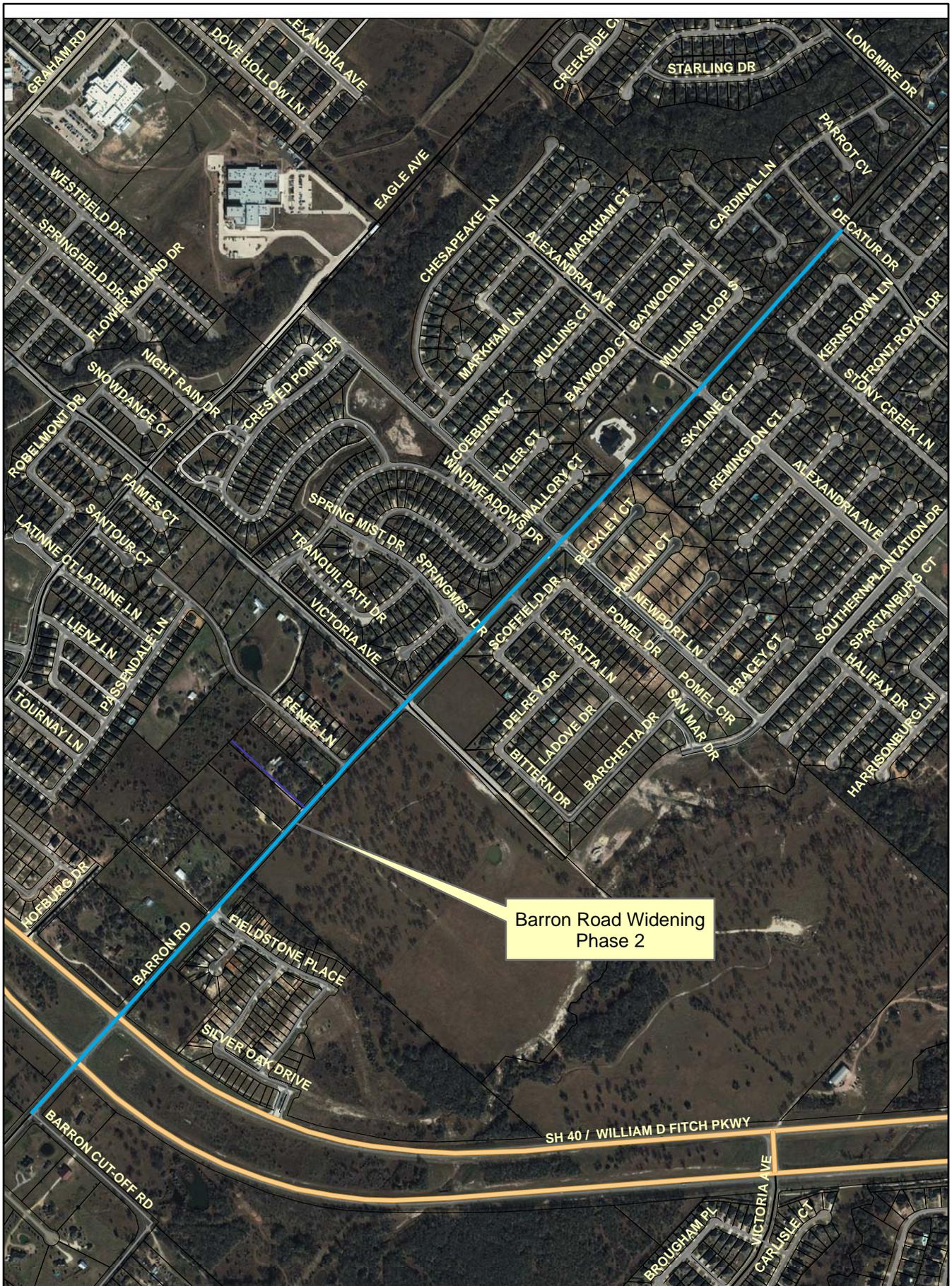
Summary: The Barron Road Widening Phase 2 project consists of the widening of Barron Road between Decatur Drive and William D. Fitch from a 2-lane asphalt roadway to a 4-lane concrete roadway. In addition to widening the pavement, the project will include a raised median, curb and gutter, storm sewer, bike lanes and sidewalks. Traffic signals will also be installed at the intersection of Barron Road and Victoria Avenue, and the intersection of Barron Road and William D. Fitch. All permits, rights of way, and easements have been acquired for the construction, and all franchise utility relocations are in progress, and scheduled to be complete before the street construction begins.

Construction is scheduled to take 15 months with liquidated damages of \$400 per day for late completion. The City is also offering an incentive of \$400 per day for completing the project ahead of the 15 month schedule. The incentive is to motivate the contractor to finish ahead of schedule in order to minimize the impact to the users of Barron Road, as well as to ensure the road is complete and ready for the opening of the new College Station High School at the intersection of Barron Road and Victoria Avenue.

Budget & Financial Summary: Funds in the amount of \$10,415,000 are currently budgeted for this project in the Street Capital Projects Fund and \$50,000 is currently budgeted in the Water Capital Projects Fund. Funds in the amount of \$110,085.30 have been expended to date, leaving a balance of \$10,354,914.70 for this construction contract and future expenses.

Attachments:

- 1.) Construction Contract – On file in City Secretary's Office
- 2.) Project Location Map
- 3.) Bid Tabulations





City of College Station - Purchasing Division
Bid Tabulation for #11-05
"Barron Road Widening Phase II"
Open Date: Thursday, September 11, 2014

				BPI (Bryan, TX)		Fugua (Navasota, TX)		Knife River (Bryan, TX)	
BASE BID - GENERAL ITEMS									
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	1	LS	Mobilzation	\$179,700.00	\$179,700.00	\$300,000.00	\$300,000.00	\$269,000.00	\$269,000.00
2	15	MO.	Barricades, Signs and Traffic Handling	\$3,850.00	\$57,750.00	\$4,500.00	\$67,500.00	\$6,000.00	\$90,000.00
3	75.6	STA	Preparing ROW	\$1,700.00	\$128,520.00	\$1,000.00	\$75,600.00	\$2,500.00	\$189,000.00
4	1	LS	Tree Protection	\$1,975.00	\$1,975.00	\$2,500.00	\$2,500.00	\$1,600.00	\$1,600.00
Total General Item Cost (Lines 1-4)				\$367,945.00		\$445,600.00		\$549,600.00	
BASE BID - ROADWAY ITEMS									
5	11,823	C.Y.	Excavation (Roadway)	\$5.85	\$69,164.55	\$6.00	\$70,938.00	\$8.10	\$95,766.30
6	4,948	C.Y.	Embankment (Final)(Dens Cont) (TyC), complete and in place	\$4.65	\$23,008.20	\$10.00	\$49,480.00	\$3.70	\$18,307.60
7	2.1	STA	Backfill (TyA or B), complete and in place	\$598.00	\$1,255.80	\$200.00	\$420.00	\$220.00	\$462.00
8	55,071	SY	Lime Trt (Exst Matl)(6") complete and in place	\$4.70	\$258,833.70	\$3.50	\$192,748.50	\$3.80	\$209,269.80
9	500	SY	FL BS (Cmp in Plc)(Ty D Gr 1)(18"), complete and in place	\$28.00	\$14,000.00	\$36.00	\$18,000.00	\$35.00	\$17,500.00
10	1,118	SY	Lime Trt (NewBase)(10")(DC), complete and in place	\$12.85	\$14,366.30	\$5.50	\$6,149.00	\$6.30	\$7,043.40
11	1,445	SY	Cem Trt (Plnt Mx) (CI N)(Ty D)(Gr1)(10"), complete and in place	\$19.30	\$27,888.50	\$18.00	\$26,010.00	\$16.50	\$23,842.50
12	559	Gal	Prime Coat (MC-30), complete and in place	\$4.80	\$2,683.20	\$7.00	\$3,913.00	\$4.60	\$2,571.40
13	8	C.Y.	Aggr (Ty-B Gr-5 SAC-A), complete and in place	\$620.35	\$5,086.87	\$500.00	\$4,100.00	\$250.00	\$2,050.00
14	407	SY	HMA TyB, (8"), complete and in place	\$37.25	\$15,160.75	\$47.00	\$19,129.00	\$37.00	\$15,059.00
15	1,159	SY	HMA TyB (6"), complete and in place	\$25.35	\$29,380.65	\$35.00	\$40,565.00	\$19.00	\$22,021.00
16	1,143	SY	HMA TyD (2"), complete and in place	\$11.05	\$12,630.15	\$12.00	\$13,716.00	\$8.50	\$9,715.50



City of College Station - Purchasing Division
Bid Tabulation for #11-05
"Barron Road Widening Phase II"
Open Date: Thursday, September 30, 2010 @ 2:00 p.m.

				BPI (Bryan, TX)		Fugua (Navasota, TX)		Knife River (Bryan, TX)	
BASE BID - GENERAL ITEMS									
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
17	379	TON	Prf-Dsgn-Mx SP-C Pg64-22, complete and in place	\$91.05	\$34,462.43	\$96.00	\$36,336.00	\$79.00	\$29,901.50
18	509	TON	Prf-Dsgn-Mx CMHB-C Pg64-22, complete and in place	\$92.30	\$46,980.70	\$100.00	\$50,900.00	\$84.00	\$42,756.00
19	48,740	SY	8" Jointed Portland Cement Concrete, complete and in place	\$28.60	\$1,393,964.00	\$31.00	\$1,510,940.00	\$33.50	\$1,632,790.00
20	23,978	LF	Concrete Mono Curb, complete and in place	\$3.32	\$79,606.96	\$5.00	\$119,890.00	\$2.30	\$55,149.40
21	1,672	LF	Conc Curb & Gutter (Ty II), complete and in place	\$12.25	\$20,482.00	\$12.00	\$20,064.00	\$12.00	\$20,064.00
22	9	EA	Driveways (Conc), complete and in place	\$1,850.00	\$16,650.00	\$1,300.00	\$11,700.00	\$1,300.00	\$11,700.00
23	38	EA	Curb Ramps, complete and in place	\$525.00	\$19,950.00	\$500.00	\$19,000.00	\$700.00	\$26,600.00
24	4	EA	Curb Ramps (Ty5), complete and in place	\$1,220.00	\$4,880.00	\$900.00	\$3,600.00	\$1,400.00	\$5,600.00
25	4	EA	Curb Ramps (Ty10), complete and in place	\$815.00	\$3,260.00	\$500.00	\$2,000.00	\$810.00	\$3,240.00
26	81,210	SF	Conc Sidewalk (4"), complete and in place	\$3.20	\$259,872.00	\$3.00	\$243,630.00	\$3.40	\$276,114.00
27	1,134	SY	Colored and Patterned Concrete, complete and in place	\$54.30	\$61,576.20	\$90.00	\$102,060.00	\$70.00	\$79,380.00
28	9	EA	Concrete Media Nose, complete and in place	\$447.50	\$4,027.50	\$350.00	\$3,150.00	\$200.00	\$1,800.00
29	1,278	FL	4" PVC, complete and in place	\$12.40	\$15,847.20	\$10.00	\$12,780.00	\$9.00	\$11,502.00
30	7	EA	Mailbox Installation (Single), complete and in place	\$155.00	\$1,085.00	\$120.00	\$840.00	\$250.00	\$1,750.00
31	2	EA	Mailbox Installation (Double), complete and in place	\$240.00	\$480.00	\$170.00	\$340.00	\$325.00	\$650.00
Total Roadway Items Cost (Lines 5-31)				\$2,436,582.66		\$2,582,398.50		\$2,622,605.40	



City of College Station - Purchasing Division
Bid Tabulation for #11-05
"Barron Road Widening Phase II"
Open Date: Thursday, September 11, 2011

				BPI (Bryan, TX)		Fugua (Navasota, TX)		Knife River (Bryan, TX)	
BASE BID - GENERAL ITEMS									
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID -DRAINAGE ITEMS									
32	4,032	LF	Trench Safety, complete and in place	\$0.80	\$3,225.60	\$1.50	\$6,048.00	\$0.50	\$2,016.00
33	74	LF	Conc Box Culv (4FT x 2FT), complete and in place	\$148.35	\$10,977.90	\$200.00	\$14,800.00	\$147.00	\$10,878.00
34	512	LF	Con Box Culv (3FT x 2FT), complete and in place	\$11.30	\$5,785.60	\$154.00	\$78,848.00	\$100.00	\$51,200.00
35	3,041	LF	RC Pipe (CI III)(18in), complete and in place	\$46.70	\$142,014.70	\$37.00	\$112,517.00	\$41.00	\$124,681.00
36	1,807	LF	RC Pipe (CI III)(24in), complete and in place	\$54.10	\$97,758.70	\$51.00	\$92,157.00	\$50.00	\$90,350.00
37	104	LF	RC Pipe (CI III)(27in), complete and in place	\$58.70	\$6,104.80	\$60.00	\$6,240.00	\$57.00	\$5,928.00
38	950	LF	RC Pipe (CI III)(30in), complete and in place	\$68.30	\$64,885.00	\$72.00	\$68,400.00	\$68.00	\$64,600.00
39	943	LF	RC Pipe (CI III)(42in), complete and in place	\$108.45	\$102,268.35	\$125.00	\$117,875.00	\$110.00	\$103,730.00
40	1,840	C.Y.	Excavation (Channel)	\$7.50	\$13,800.00	\$8.00	\$14,720.00	\$10.20	\$18,768.00
41	29	C.Y.	CI B Conc (Flume), complete and in place	\$282.20	\$8,240.24	\$350.00	\$10,220.00	\$330.00	\$9,636.00
42	59	C.Y.	Rock Riprap (18in), complete and in place	\$105.35	\$6,247.26	\$60.00	\$3,558.00	\$81.00	\$4,803.30
43	44	EA	Inlet (Compl) (Ty C), complete and in place	\$2,720.00	\$119,680.00	\$2,500.00	\$110,000.00	\$2,560.00	\$112,640.00
44	2	EA	Inlet (Compl) (Ty H), complete and in place	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00	\$2,200.00	\$4,400.00
45	11	EA	Manh (compl) (TyM), complete and in place	\$3,000.00	\$33,000.00	\$3,400.00	\$37,400.00	\$2,800.00	\$30,800.00
46	1	EA	Junction Box (4"x4"), complete and in place	\$2,825.00	\$2,825.00	\$3,600.00	\$3,600.00	\$2,400.00	\$2,400.00
47	38	EA	Inlet Ext (Ty E), complete and in place	\$1,350.00	\$51,300.00	\$600.00	\$22,800.00	\$580.00	\$22,040.00
48	1	EA	Wingwall (PW)(HW=4.5 FT), complete and in place	\$9,465.00	\$9,465.00	\$6,500.00	\$6,500.00	\$7,200.00	\$7,200.00
49	1	EA	SET (Ty II) (42 in) (RCP)(3:1) (C), complete and in place	\$5,665.00	\$5,665.00	\$3,000.00	\$3,000.00	\$5,300.00	\$5,300.00
50	2	EA	SET (Ty II) (18 in) (RCP)(6:1) (P), complete and in place	\$1,540.00	\$3,080.00	\$500.00	\$1,000.00	\$800.00	\$1,600.00



City of College Station - Purchasing Division
Bid Tabulation for #11-05
"Barron Road Widening Phase II"
Open Date: Thursday, September 30, 2010 @ 2:00 p.m.

				BPI (Bryan, TX)		Fugua (Navasota, TX)		Knife River (Bryan, TX)	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID - GENERAL ITEMS									
51	49	LF	Remove & Re-lay Pipe (24 in), complete and in place	\$64.50	\$3,160.50	\$20.00	\$980.00	\$50.00	\$2,450.00
52	4	EA	Sidewalk Drainage Trench, complete and in place	\$1,700.00	\$6,800.00	\$2,500.00	\$10,000.00	\$1,300.00	\$5,200.00
53	1	LS	Televise Storm Sewer Systems	\$19,645.00	\$19,645.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00
Total Drainage Items Cost (Lines 32-53)				\$721,928.65		\$735,663.00		\$700,620.30	
BASE BID - PAVEMENT MARKING ITEMS									
54	12,836	LF	Refl Pav Mrk Ty I (W) 4" (SLD)(100mil), complete and in place	\$0.93	\$11,937.48	\$0.86	\$11,038.96	\$0.47	\$6,032.92
55	3,130	LF	Refl Pav Mrk Ty I (W) 4" (BRK)(100mil), complete and in place	\$1.02	\$3,192.60	\$0.94	\$2,942.20	\$0.52	\$1,627.60
56	3,428	LF	Refl Pav Mrk Ty I (W) 8" (SLD)(100mil), complete and in place	\$1.90	\$6,513.20	\$1.76	\$6,033.28	\$0.81	\$2,776.68
57	2,220	LF	Refl Pav Mrk Ty I (W) 12" (SLD)(100mil), complete and in place	\$4.32	\$9,590.40	\$4.00	\$8,880.00	\$3.70	\$8,214.00
58	983	LF	Refl Pav Mrk Ty I (W) 24" (SLD)(100mil), complete and in place	\$7.56	\$7,431.48	\$7.00	\$6,881.00	\$6.40	\$6,291.20
59	2,044	LF	Refl Pav Mrk Ty I (W) 4" (SLD)(100mil), complete and in place	\$0.93	\$1,900.92	\$0.86	\$1,757.84	\$0.44	\$899.36
60	127	LF	Refl Pav Mrk Ty I (W) 24" (SLD)(100mil), complete and in place	\$7.56	\$960.12	\$7.00	\$889.00	\$5.60	\$711.20
61	26	EA	Refl Pav Mrk Ty I (W)(Arrow)(100mil), complete and in place	\$108.00	\$2,808.00	\$100.00	\$2,600.00	\$70.00	\$1,820.00
62	15	EA	Refl Pav Mrk Ty I (W)(Word)(100mil), complete and in place	\$172.80	\$2,592.00	\$160.00	\$2,400.00	\$95.00	\$1,425.00
63	29	EA	Refl Pav Mrk Ty I (W)(Bike Syml)(100mil), complete and in place	\$91.80	\$2,662.20	\$85.00	\$2,465.00	\$170.00	\$4,930.00
64	29	LS	Refl Pav Mrk Ty I (W)(Bike Arw)(100mil), complete and in place	\$75.60	\$2,192.40	\$70.00	\$2,030.00	\$55.00	\$1,595.00
65	18,010	LF	Pavement Sealer 4", complete and in place	\$0.40	\$7,204.00	\$0.37	\$6,663.70	\$0.20	\$3,602.00
66	3,428	LF	Pavement Sealer 8", complete and in place	\$0.73	\$2,502.44	\$0.68	\$2,331.04	\$0.28	\$959.84
67	2,220	LF	Pavement Sealer 12", complete and in place	\$2.16	\$4,795.20	\$2.00	\$4,440.00	\$1.15	\$2,553.00
68	1,110	LF	Pavement Sealer 24", complete and in place	\$5.40	\$5,994.00	\$5.00	\$5,550.00	\$1.85	\$2,053.50
69	26	EA	Pavement Sealer (Arrow), complete and in place	\$64.80	\$1,684.80	\$60.00	\$1,560.00	\$25.00	\$650.00
70	15	EA	Pavement Sealer (Word), complete and in place	\$81.00	\$1,215.00	\$75.00	\$1,125.00	\$35.00	\$525.00
71	29	EA	Pavement Sealer (Bike Symbol), complete and in place	\$37.80	\$1,096.20	\$35.00	\$1,015.00	\$20.00	\$580.00
72	29	EA	Pavement Sealer (Bike Arrow), complete and in place	\$32.40	\$939.60	\$30.00	\$870.00	\$20.00	\$580.00
73	94	EA	Refl Pav Mrkr Ty II-A-A, complete and in place	\$6.48	\$609.12	\$6.00	\$564.00	\$4.00	\$376.00
74	52	EA	Refl Pav Mrkr Ty I-C, complete and in place	\$6.48	\$336.96	\$6.00	\$312.00	\$4.00	\$208.00
75	450	EA	Refl Pav Mrkr Ty II-C-R, complete and in place	\$6.48	\$2,916.00	\$6.00	\$2,700.00	\$4.00	\$1,800.00
76	18,010	LF	Pav Surf Prep for Mrk (4"), complete and in place	\$0.22	\$3,962.20	\$0.20	\$3,602.00	\$0.35	\$6,303.50
77	3,428	LF	Pav Surf Prep for Mrk (8"), complete and in place	\$0.43	\$1,474.04	\$0.40	\$1,371.20	\$0.45	\$1,542.60
78	2,220	LF	Pav Surf Prep for Mrk (12"), complete and in place	\$0.54	\$1,198.80	\$0.50	\$1,110.00	\$0.65	\$1,443.00
79	1,110	LF	Pav Surf Prep for Mrk (24"), complete and in place	\$1.08	\$1,198.80	\$1.00	\$1,110.00	\$1.00	\$1,110.00
80	26	EA	Pav Surf Prep for Mrk (Arrow), complete and in place	\$16.20	\$421.20	\$15.00	\$390.00	\$30.00	\$780.00
81	15	EA	Pav Surf Prep for Mrk (Word), complete and in place	\$21.60	\$324.00	\$20.00	\$300.00	\$40.00	\$600.00
82	29	EA	Pav Surf Prep for Mrk (Bike Symbol), complete and in place	\$16.20	\$469.80	\$15.00	\$435.00	\$75.00	\$2,175.00
83	1,139	SY	Construction Exit Silt Control (Remove), complete and in place	\$18.50	\$21,071.50	\$20.00	\$22,780.00	\$4.50	\$5,125.50
84	434	SY	Constructing Detours, complete and in place	\$25.00	\$10,850.00	\$106.00	\$46,004.00	\$60.00	\$26,040.00
Total Pavement Marking Items Cost (Lines 54-84)				\$122,044.46		\$152,150.22		\$95,329.90	



City of College Station - Purchasing Division
Bid Tabulation for #11-05
"Barron Road Widening Phase II"
Open Date: Thursday, September 30, 2010 @ 2:00 p.m.

				BPI (Bryan, TX)		Fugua (Navasota, TX)		Knife River (Bryan, TX)	
BASE BID - GENERAL ITEMS									
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID -SW3P ITEMS									
85	1	LS	Erison and Sediment Control, complete and in place	\$13,100.00	\$13,100.00	\$24,000.00	\$24,000.00	\$40,000.00	\$40,000.00
86	9,566	SY	Furnishing and Placing Topsoil (6"), complete and in place	\$2.45	\$23,436.70	\$0.50	\$4,783.00	\$1.00	\$9,566.00
87	6,165	SY	Hydro-Mulch Seeding, complete and in place	\$0.50	\$3,082.50	\$0.50	\$3,082.50	\$0.50	\$3,082.50
88	9,566	SY	Block Sodding, complete and in place	\$3.50	\$33,481.00	\$3.00	\$28,698.00	\$3.20	\$30,611.20
Total SW3P Items Cost (Lines 85-88)				\$73,100.20		\$60,563.50		\$83,259.70	
BASE BID -ILLUMINATION ITEMS									
89	2	EA	Street Light Illumination Assembly , complete and in place	\$4,860.00	\$9,720.00	\$4,500.00	\$9,000.00	\$4,700.00	\$9,400.00
90	2	EA	Street Light Conc Fnd, complete and in place	\$702.00	\$1,404.00	\$650.00	\$1,300.00	\$680.00	\$1,360.00
91	321	LF	Condt (PVC)(Schd 40)(1"), complete with bends, caps and fittings, and in place	\$8.48	\$2,722.08	\$8.00	\$2,568.00	\$8.40	\$2,696.40
92	720	LF	Condt (PVC)(Schd 40)(2"), complete with bends, caps and fittings, and in place	\$10.80	\$7,776.00	\$10.00	\$7,200.00	\$10.50	\$7,560.00
93	1,046	LF	Condt (PVC)(Schd 40)(4"), complete with bends, caps and fittings, and in place	\$16.20	\$16,945.20	\$15.00	\$15,690.00	\$16.00	\$16,736.00
94	662	LF	Elec Condr (No.6) Insulated, complete and in place	\$2.16	\$1,429.92	\$2.00	\$1,324.00	\$2.10	\$1,390.20
Total Illumination Items Cost (Lines 89-94)				\$39,997.20		\$37,082.00		\$39,142.60	
BASE BID -UTILITY ITEMS									
95	40	LF	12" D.I. Waterline, complete and in place	\$75.70	\$3,028.00	\$200.00	\$8,000.00	\$93.00	\$3,720.00
96	4	EA	12" 22 1/2° Bend, complete and in place	\$505.00	\$2,020.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00
97	40	LF	18" D.I. Waterline, complete and in place	\$113.25	\$4,530.00	\$200.00	\$8,000.00	\$115.00	\$4,600.00
98	4	EA	18" 22 1/2° Bend, complete and in place	\$1,080.00	\$4,320.00	\$900.00	\$3,600.00	\$1,000.00	\$4,000.00
99	2	EA	Relocate 6" Waterline, complete and in place	\$1,800.00	\$3,600.00	\$4,000.00	\$8,000.00	\$3,300.00	\$6,600.00
100	6	EA	Relocate Fire Hydrant, complete and in place	\$915.00	\$5,490.00	\$1,500.00	\$9,000.00	\$1,800.00	\$10,800.00
101	10	LF	6" PVC Water Line, complete and in place	\$38.00	\$380.00	\$50.00	\$500.00	\$51.00	\$510.00
102	1	EA	18"x 6" Tapping Valve and Sleeve with Box, complete and in place	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$3,800.00	\$3,800.00
103	1	EA	6" Water Line Plug, complete and in place	\$600.00	\$600.00	\$200.00	\$200.00	\$310.00	\$310.00
Total Utility Items Cost (Lines 95-103)				\$27,468.00		\$44,300.00		\$36,340.00	
BASE BID -SMAL SIGN ITEMS									
104	57	EA	Sm Rd Sgn Assm Ty 10 BWG (1) SA (P), complete and in place	\$631.80	\$36,012.60	\$500.00	\$28,500.00	\$385.00	\$21,945.00
105	5	EA	Reloc Small Sgn Assm, complete and in place	\$378.00	\$1,890.00	\$200.00	\$1,000.00	\$275.00	\$1,375.00
Total Small Sign Items Cost (Lines 104-105)				\$37,902.60		\$29,500.00		\$23,320.00	



City of College Station - Purchasing Division
Bid Tabulation for #11-05
"Barron Road Widening Phase II"
Open Date: Thursday, September 30, 2010 @ 2:00 p.m.

				BPI (Bryan, TX)		Fugua (Navasota, TX)		Knife River (Bryan, TX)	
BASE BID - GENERAL ITEMS									
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID -TRAFFIC SIGNAL ITEMS (Barron Rd. @ William D Fitch Pkwy.)									
TSF1M	1	EA	Cost for "P" style NEMA traffic cabinet w/detector rack and "EAGLE" MARC system comm. Panel 12-ch. HI-Tech, including: NEMA loadswitches Texas Signal Equip. part #TSE-200, NEMA Transfer relays part #TSE-FL, Conflict Monitor "Eberie" Design Inc. part #SSM-12E, NEMA flasher part #TSE-204 15, and Plug-in vehicle detector amplifiers, Sarasota part #222TxGP5 Dual Channel	\$6,752.00	\$6,752.00	\$6,752.00	\$6,752.00	\$6,752.00	\$6,752.00
TSF1L	1	EA	Installation of "P" style NEMA traffic cabinet w/detector rack and "EAGLE" MARC system comm. Panel 12-ch. HI-Tech, including: NEMA loadswitches Texas Signal Equip. part #TSE-200, NEMA Transfer relays part #TSE-FL, Conflict Monitor "Eberie" Design Inc. part #SSM-12E, NEMA flasher part #TSE-204 15, and Plug-in vehicle detector amplifiers, Sarasota part #222TxGP5 Dual Channel, complete and in place	\$270.00	\$270.00	\$250.00	\$250.00	\$263.00	\$263.00
TSF2M	1	EA	Cost for "EAGLE" 8 phase controller part #Genesis 3608 m 10, w/ conflict Monitor	\$3,095.00	\$3,095.00	\$3,095.00	\$3,095.00	\$3,095.00	\$3,095.00
TSF2L	1	EA	Installation of "EAGLE" 8 phase controller part #Genesis 3608 m 10, w/ conflict Monitor	\$162.00	\$162.00	\$150.00	\$150.00	\$158.00	\$158.00
TSF3&4	13	EA	Cost and Installation of 3-Section polycarbonate black color w/12" LED lens signal heads and Black Aluminum 3-Section Backplates, complete and in place	\$648.00	\$8,424.00	\$600.00	\$7,800.00	\$630.00	\$8,190.00
TSF5	2	EA	Cost and Installation of 5-Section polycarbonate black color w/12" LED lens signal heads and Black Aluminum 5-Section Backplates, complete and in place	\$945.00	\$1,890.00	\$875.00	\$1,750.00	\$920.00	\$1,840.00
TSF6	13	EA	Cost and Installation of Astro-Brac cable mount assembly - AB-0125-3-62", complete and in place	\$178.00	\$2,314.00	\$165.00	\$2,145.00	\$174.00	\$2,262.00
TSF7	2	EA	Cost and Installation of Astro-Brac cable mount assembly - AB-0125-5-62", complete and in place	\$178.00	\$356.00	\$165.00	\$330.00	\$174.00	\$348.00
TSF8M	4	EA	Cost of Streetscape signal poles, 30-ft-long length bronze color, powdered finish over galvanized steel w/flanged based	\$2,783.00	\$11,132.00	\$2,783.00	\$11,132.00	\$2,783.00	\$11,132.00
TSF8L	4	EA	Installation of Streetscape signal poles, 30-ft-long length bronze color, powdered finish over galvanized steel w/flanged based, complete and in place	\$864.00	\$3,456.00	\$800.00	\$3,200.00	\$840.00	\$3,360.00
TSF9M	4	EA	Cost of Streetscape MAST ARMS, 44-ft-long length bronze color, powdered finish over galvanized steel w/flanged base	\$2,134.00	\$8,536.00	\$2,134.00	\$8,536.00	\$2,134.00	\$8,536.00
TSF9L	4	EA	Installation of Streetscape MAST ARMS, 44-ft-long length bronze color, powdered finish over galvanized steel w/flanged base, complete and in place	\$901.80	\$3,607.20	\$835.00	\$3,340.00	\$880.00	\$3,520.00
TSF10M	2	EA	Cost of Streetscape MAST ARMS, 36-ft-long length bronze color, powdered finish over galvanized steel w/flanged base	\$1,625.00	\$3,250.00	\$1,625.00	\$3,250.00	\$1,625.00	\$3,250.00
TSF10L	2	EA	Installation of Streetscape MAST ARMS, 36-ft-long length bronze color, powdered finish over galvanized steel w/flanged base, complete and in place	\$901.80	\$1,803.60	\$835.00	\$1,670.00	\$880.00	\$1,760.00
TSF11M	2	EA	Cost of Streetscape luminaire poles, 23.5-ft.-long length, bronze color, powdered finish over galvanized steel with breakaway transformer base	\$1,250.00	\$2,500.00	\$1,250.00	\$2,500.00	\$1,250.00	\$2,500.00
TSF11L	2	EA	Installation of Streetscape luminaire poles, 23.5-ft.-long length, bronze color, powdered finish over galvanized steel with breakaway transformer base, complete and in place	\$901.80	\$1,803.60	\$835.00	\$1,670.00	\$880.00	\$1,760.00
TSF12M	4	EA	Cost of Aluminum Pedestal Pole, 11-ft.-long length, powdered finish	\$1,029.00	\$4,116.00	\$1,029.00	\$4,116.00	\$1,029.00	\$4,116.00
TSF12L	4	EA	Installation of Aluminum Pedestal Pole, 11-ft.-long length, powdered finish, complete and in place	\$324.00	\$1,296.00	\$300.00	\$1,200.00	\$320.00	\$1,280.00



City of College Station - Purchasing Division
Bid Tabulation for #11-05
"Barron Road Widening Phase II"
Open Date: Thursday, September 15, 2011

				BPI (Bryan, TX)			Fugua (Navasota, TX)			Knife River (Bryan, TX)
BASE BID - GENERAL ITEMS										
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
TSF13	12	EA	Cost and Installation of 1-Section LED, 16-inch Dual Pedestrian Countdown Signal Heads with 9-inch Full Symbol Hand/Man, Leotek Model No. TP16H-CD, or equivalent, complete and in place	\$648.00	\$7,776.00	\$600.00	\$7,200.00	\$630.00	\$7,560.00	
TSF14	4	EA	Cost and Installation of Astro-Brac cable mount assembly-AB-0131-2-way ped. Assembly w/23" tube, 84" cable, complete and in place	\$178.20	\$712.80	\$165.00	\$660.00	\$174.00	\$696.00	
TSF15	4	EA	Cost and Installation of Astro-Brac cable mount assembly-AB-0131-1-way ped. Assembly w/23" tube, 84" cable, complete and in place	\$178.20	\$712.80	\$165.00	\$660.00	\$174.00	\$696.00	
TSF16	12	EA	Cost and Installation of Pedestrian pushbutton assemblies w/educational sign, "Push Button to Cross Street." Texas MUTCD Sign R10-3e, 9"x15", complete and in place	\$162.00	\$1,944.00	\$150.00	\$1,800.00	\$160.00	\$1,920.00	
TSF17M	6	EA	Cost of Luminaires, 250 watt HPS w/ 15ft. Long streetscape support arms, bronze color	\$545.00	\$3,270.00	\$545.00	\$3,270.00	\$545.00	\$3,270.00	
TSF17I	6	EA	Installation of Luminaires, 250 watt HPS w/ 15ft. Long streetscape support arms, bronze color, complete and in place	\$108.00	\$648.00	\$100.00	\$600.00	\$105.00	\$630.00	
TSF18	9	EA	Cost and Installation of Pull Boxes w/locking cover, Type I(See Specs.), complete and in place	\$480.60	\$4,325.40	\$445.00	\$4,005.00	\$470.00	\$4,230.00	
TSF19	1	EA	Cost and Installation of Pull Boxes w/locking cover, Type II (See Specs.), complete and in place	\$480.60	\$480.60	\$445.00	\$445.00	\$470.00	\$470.00	
TSF20	1	EA	Cost and Installation of Metered Pedestal Pole, 4-Terminal, 125-amp, Twin Link Connectors, for Direct Burial, Including conduit to power source, complete and in place	\$1,080.00	\$1,080.00	\$1,000.00	\$1,000.00	\$1,050.00	\$1,050.00	
TSF21	1	EA	Cost and Installation of concrete signal controller foundation, complete and in place	\$2,160.00	\$2,160.00	\$2,000.00	\$2,000.00	\$2,100.00	\$2,100.00	
TSF22	2	EA	Cost and Installation of 36" diam. Signal pole foundation, 15' deep, complete and in place	\$2,160.00	\$4,320.00	\$2,000.00	\$4,000.00	\$2,100.00	\$4,200.00	
TSF23	2	EA	Cost and Installation of 36" diam. Signal pole foundation, 13' deep, complete and in place	\$2,160.00	\$4,320.00	\$2,000.00	\$4,000.00	\$2,100.00	\$4,200.00	
TSF24	2	EA	Cost and Installation of 30"diam. Luminaire pole foundation 8' deep, complete and in place	\$810.00	\$1,620.00	\$750.00	\$1,500.00	\$790.00	\$1,580.00	
TSF25	4	EA	Cost and Installation of 24" diam. Pedestalpole foundation 6' deep, complete and in place	\$702.00	\$2,808.00	\$650.00	\$2,600.00	\$685.00	\$2,740.00	
TSF26	1,340	LF	Cost and Installation of 2" Dia. Gray PVC sched. 40 conduit, complete and in place	\$11.34	\$15,195.60	\$10.50	\$14,070.00	\$11.00	\$14,740.00	
TSF27	375	LF	Cost and Installation of 3" Dia. Gray PVC sched. 40 conduit, complete and in place	\$11.88	\$4,455.00	\$11.00	\$4,125.00	\$12.00	\$4,500.00	
TSF28	450	LF	Cost and Installation of 4" Dia Gray PVC sched. 40 conduit, complete and in place	\$24.30	\$10,935.00	\$22.50	\$10,125.00	\$24.00	\$10,800.00	
TSF29	4,100	LF	Cost and Installation of 7/c#14 AWG stranded signal cable IMSA 19-1 or Equivalent, complete and in place	\$1.24	\$5,084.00	\$1.15	\$4,715.00	\$1.20	\$4,920.00	
TSF30	3,610	LF	Cost and Installation of 5/c#14 AWG stranded cable IMSA 19-1 or equivalent, complete and in place	\$1.24	\$4,476.40	\$1.15	\$4,151.50	\$1.20	\$4,332.00	
TSF31	285	LF	Cost and Installation of 3/c#14 power cable, complete and in place	\$2.16	\$615.60	\$2.00	\$570.00	\$2.10	\$598.50	
TSF32	2,375	LF	Cost and Installation of THHN 3-1/c#10 luminaire cable, complete and in place	\$1.35	\$3,206.25	\$1.25	\$2,968.75	\$1.30	\$3,087.50	
TSF33M	6	EA	Cost of Video Camera w/Zoom Lens and Mounting Brackets, complete and in place	\$865.00	\$5,190.00	\$865.00	\$5,190.00	\$865.00	\$5,190.00	
TS33I	6	EA	Installation of Video Camera w/Zoom Lens and Mounting Brackets, complete and in place	\$178.20	\$1,069.20	\$165.00	\$990.00	\$174.00	\$1,044.00	
TSF34M	6	EA	Cost of Rackvision Video Processor Cards	\$400.00	\$2,400.00	\$400.00	\$2,400.00	\$400.00	\$2,400.00	



City of College Station - Purchasing Division
Bid Tabulation for #11-05
"Barron Road Widening Phase II"
Open Date: Thursday, September 30, 2010 @ 2:00 p.m.

				BPI (Bryan, TX)		Fugua (Navasota, TX)		Knife River (Bryan, TX)	
BASE BID - GENERAL ITEMS									
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
TSF34I	6	EA	Installation of Rackvision Video Processor Cards, complete and in place	\$27.00	\$162.00	\$25.00	\$150.00	\$26.00	\$156.00
TSF35M	6	EA	Cost of Quick Release Connector for Cameras	\$45.00	\$270.00	\$45.00	\$270.00	\$45.00	\$270.00
TSF35I	6	EA	Installation of Quick Release Connector for Cameras, complete and in place	\$54.00	\$324.00	\$50.00	\$300.00	\$53.00	\$318.00
TSF36M	1	EA	Cost of 9' Black and White Monitor	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00
TSF36I	1	EA	Installation of 9' Black and White Monitor, complete and in place	\$108.00	\$108.00	\$100.00	\$100.00	\$105.00	\$105.00
TSF37M	1	EA	Cost of VIVDS Power Panel w/Lighting Protection	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
TSF37I	1	EA	Installation of VIVDS Power Panel w/Lighting Protection, complete and in place	\$108.00	\$108.00	\$100.00	\$100.00	\$105.00	\$105.00
TSF38M	1,870	LF	Cost of Siamese Cable (3-Conductor 16 Gauge and 8281 Cable)	\$1.20	\$2,244.00	\$1.20	\$2,244.00	\$1.20	\$2,244.00
TSF38I	1,870	LF	Installation of Siamese Cable (3-Conductor 16 Gauge and 8281 Cable), complete and in place	\$0.54	\$1,009.80	\$0.50	\$935.00	\$0.50	\$935.00
TSF39M	4	EA	Cost of Priority Control System Detector (3M Opticom Model 711)	\$1,309.00	\$5,236.00	\$1,309.00	\$5,236.00	\$1,309.00	\$5,236.00
TSF39I	4	EA	Installation of Priority Control System Detector (3M Opticom Model 711), complete and in place	\$108.00	\$432.00	\$100.00	\$400.00	\$105.00	\$420.00
TSF40M	1,065	LF	Cost of Model 739 Detector Cable for (3M Opticom Priority Control System)	\$1.25	\$1,331.25	\$1.25	\$1,331.25	\$1.25	\$1,331.25
TSF40I	1,065	LF	Installation of Model 739 Detector Cable for (3M Opticom Priority Control System), complete and in place	\$0.54	\$575.10	\$0.50	\$532.50	\$0.50	\$532.50
TSF41	6	EA	Cost and Installation of Confirmation Lights w/Power Cable, complete and in place	\$216.00	\$1,296.00	\$200.00	\$1,200.00	\$210.00	\$1,260.00
TSF42M	2	EA	Cost of SmartSensor Advance by TexTronix	\$5,616.00	\$11,232.00	\$5,616.00	\$11,232.00	\$5,616.00	\$11,232.00
TSF42I	2	EA	Installation of SmartSensor Advance by TexTronix, complete and in place	\$108.00	\$216.00	\$100.00	\$200.00	\$105.00	\$210.00
TSF43M	515	LF	Cost of Orion Wire Combo Cable for SmartSensor	\$2.50	\$1,287.50	\$2.50	\$1,287.50	\$2.50	\$1,287.50
TSF43I	515	LF	Installation of Orion Wire Combo Cable for SmartSensor, complete and in place	\$0.54	\$278.10	\$0.50	\$257.50	\$0.50	\$257.50
TSF44M	6	EA	Cost of High Intensity Street Name sign for Installations on Mast Arms (4 - "William D. Fitch Pkwy.", 2 - "Barron Rd.")	\$600.00	\$3,600.00	\$600.00	\$3,600.00	\$600.00	\$3,600.00
TSF44I	6	EA	Installation of High Intensity Street Name sign for Installations on Mast Arms (4 - "William D. Fitch Pkwy.", 2 - "Barron Rd."), complete and in place	\$178.20	\$1,069.20	\$165.00	\$990.00	\$174.00	\$1,044.00
TSF45M	2	EA	Cost of Left Turn Yield on Green Ball (30"x36") Sign	\$400.00	\$800.00	\$400.00	\$800.00	\$400.00	\$800.00
TSF45I	2	EA	Installation of Left Turn Yield on Green Ball (30"x36") Sign, complete and in place	\$162.00	\$324.00	\$150.00	\$300.00	\$158.00	\$316.00
TSF46M	2	EA	Cost of Left Turn Signal (30"x30") Sign	\$350.00	\$700.00	\$350.00	\$700.00	\$350.00	\$700.00
TSF46I	2	EA	Installation of Left Turn Signal (30"x30") Sign, complete and in place	\$162.00	\$324.00	\$150.00	\$300.00	\$158.00	\$316.00
TSF47M	3	EA	Cost of Lane-Use (2 lane, 30"x 36") Sign	\$400.00	\$1,200.00	\$400.00	\$1,200.00	\$400.00	\$1,200.00
TSF47I	3	EA	Installation of Lane-Use (2 lane, 30"x 36") Sign, complete and in place	\$162.00	\$486.00	\$150.00	\$450.00	\$158.00	\$474.00
TSF48M	1	EA	Cost of Lane-Use (3 lane, 30" x 48") Sign	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
TSF48I	1	EA	Installation of Lane-Use (3 lane, 30" x 48") Sign, complete and in place	\$162.00	\$162.00	\$150.00	\$150.00	\$158.00	\$158.00
TSF49	As Req'd	LS	Cost and Installation of Traffic control and construction barricades	\$1.00	\$1.00	\$5,000.00	\$5,000.00	\$0.01	\$0.01
TSF50	As Req'd	LS	Cost and Installation of Misc. construction Materials, including dampers	\$10,800.00	\$10,800.00	\$10,000.00	\$10,000.00	\$10,500.00	\$10,500.00
Total Barron Rd & William D. Fitch Pkwy (Lines TSF1M-TSF50)				\$199,984.00		\$196,037.00		\$196,923.76	



City of College Station - Purchasing Division
Bid Tabulation for #11-05
"Barron Road Widening Phase II"
Open Date: Thursday, September 11, 2011

				BPI (Bryan, TX)		Fugua (Navasota, TX)		Knife River (Bryan, TX)	
BASE BID - GENERAL ITEMS									
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID -TRAFFIC SIGNAL ITEMS (Barron Rd. @ Victoria Ave)									
TSV1M	1	EA	Cost for "P" style NEMA traffic cabinet w/detector rack and "EAGLE" MARC system comm. Panel 12-ch. HI-Tech, including: NEMA loadswitches Texas Signal Equip. part #TSE-200, NEMA Transfer relays part #TSE-FL, Conflict Monitor "Eberie" Design Inc. part #SSM-12E, NEMA flasher part #TSE-204 15, and Plug-in vehicle detector amplifiers, Sarasota part #222TxGP5 Dual Channel	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00
			Installation of "P" style NEMA traffic cabinet w/detector rack and "EAGLE" MARC system comm. Panel 12-ch. HI-Tech, including: NEMA loadswitches Texas Signal Equip. part #TSE-200, NEMA Transfer relays part #TSE-FL, Conflict Monitor "Eberie" Design Inc. part #SSM-12E, NEMA flasher part #TSE-204 15, and Plug-in vehicle detector amplifiers, Sarasota part #222TxGP5 Dual Channel, complete and in place	\$270.00	\$270.00	\$250.00	\$250.00	\$260.00	\$260.00
TSV2M	1	EA	Cost for "EAGLE" 8 phase controller part #Genesis 3608 m 10, w/ conflict Monitor	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
TSV2I	1	EA	Installation of "EAGLE" 8 phase controller part #Genesis 3608 m 10, w/ conflict Monitor	\$108.00	\$108.00	\$100.00	\$100.00	\$105.00	\$105.00
TSV3M	6	EA	Cost and Installation of 3-Section polycarbonate black color w/12" LED lens signal heads and Black Aluminum 3-Section Backplates, complete and in place	\$648.00	\$3,888.00	\$600.00	\$3,600.00	\$630.00	\$3,780.00
TSV4	4	EA	Cost and Installation of 5-Section polycarbonate black color w/12" LED lens signal heads and Black Aluminum 5-Section Backplates, complete and in place	\$945.00	\$3,780.00	\$875.00	\$3,500.00	\$920.00	\$3,680.00
TSV5	6	EA	Cost and Installation of Astro-Brac cable mount assembly - AB-0125-3-62", complete and in place	\$178.00	\$1,068.00	\$165.00	\$990.00	\$174.00	\$1,044.00
TSV6	4	EA	Cost and Installation of Astro-Brac cable mount assembly - AB-0125-5-62", complete and in place	\$178.00	\$712.00	\$165.00	\$660.00	\$174.00	\$696.00
TSV7M	4	EA	Cost of Streetscape signal poles, 30-ft-long length bronze color, powdered finish over galvanized steel w/flanged based	\$4,054.00	\$16,216.00	\$4,054.00	\$16,216.00	\$4,054.00	\$16,216.00
TSV7I	4	EA	Installation of Streetscape signal poles, 30-ft-long length bronze color, powdered finish over galvanized steel w/flanged based, complete and in place	\$1,080.00	\$4,320.00	\$1,000.00	\$4,000.00	\$1,050.00	\$4,200.00
TAV8M	4	EA	Cost of Streetscape MAST ARMS, 44-ft-long length bronze color, powdered finish over galvanized steel w/flanged base	\$2,352.00	\$9,408.00	\$2,352.00	\$9,408.00	\$2,352.00	\$9,408.00
TSV8I	4	ea	Installation of Streetscape MAST ARMS, 44-ft-long length bronze color, powdered finish over galvanized steel w/flanged base, complete and in place	\$1,080.00	\$4,320.00	\$1,000.00	\$4,000.00	\$1,050.00	\$4,200.00
TSV9	8	EA	Cost and Installation of 1-Section LED, 16-inch Dual Pedestrian Countdown Signal Heads with 9-inch Full Symbol Hand/Man, Leotek Model No. TP16H-CD, or equivalent, complete and in place	\$648.00	\$5,184.00	\$600.00	\$4,800.00	\$630.00	\$5,040.00
TSV10	4	EA	Cost and Installation of Astro-Brax cable mount assembly-AB-131-2-way ped. Assembly w/23" tube, 84" cable, complete and in place	\$270.00	\$1,080.00	\$250.00	\$1,000.00	\$260.00	\$1,040.00
TSV11	8	Ea	Cost and Installation of Pedestrian pushbutton assemblies w/educational sign, "Push Button to Cross Street," Texas MUTCD Sign R10-3e, 9"x15", complete and in place	\$162.00	\$1,296.00	\$150.00	\$1,200.00	\$160.00	\$1,280.00
TSV12M	4	EA	Cost of Luminaires, 250 watt HPS w/ 15ft. Long streetscape support arms, bronze color	\$567.00	\$2,268.00	\$567.00	\$2,268.00	\$567.00	\$2,268.00
TSV12I	4	EA	Installation of Luminaires, 250 watt HPS w/ 15ft. Long streetscape support arms, bronze color, complete and in place	\$108.00	\$432.00	\$100.00	\$400.00	\$105.00	\$420.00
TSV13	4	EA	Cost and Installation of Pull Boxes w/locking cover, Type I(See Specs.), complete and in place	\$594.00	\$2,376.00	\$550.00	\$2,200.00	\$580.00	\$2,320.00



City of College Station - Purchasing Division
Bid Tabulation for #11-05
"Barron Road Widening Phase II"
Open Date: Thursday, September 30, 2010 @ 2:00 p.m.

				BPI (Bryan, TX)		Fugua (Navasota, TX)		Knife River (Bryan, TX)	
BASE BID - GENERAL ITEMS									
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
TSV14	1	EA	Cost and Installation of Pull Boxes w/locking cover, Type II (See Specs.), complete and in place	\$648.00	\$648.00	\$600.00	\$600.00	\$630.00	\$630.00
TSV15	1	EA	Cost and Installation of Metered Pedestal Pole, 4-Terminal, 125-amp, Twin Link Connectors, for Direct Burial, complete and in place	\$1,080.00	\$1,080.00	\$1,000.00	\$1,000.00	\$1,050.00	\$1,050.00
TSV16	1	EA	Cost and Installation of concrete signal controller foundation, complete and in place	\$1,080.00	\$1,080.00	\$1,000.00	\$1,000.00	\$1,050.00	\$1,050.00
TSV17	4	EA	Cost and Installation of 36" diam. Signal pole foundation, 13' deep, complete and in place	\$2,160.00	\$8,640.00	\$2,000.00	\$8,000.00	\$2,100.00	\$8,400.00
TSV18	255	LF	Cost and Installation of 2" Dia. Gray PVC sched. 40 conduit, complete and in place	\$12.96	\$3,304.80	\$12.00	\$3,060.00	\$12.60	\$3,213.00
TSV19	30	LF	Cost and Installation of 3" Dia. Gray PVC sched. 40 conduit, complete and in place	\$16.20	\$486.00	\$15.00	\$450.00	\$15.80	\$474.00
TSV20	420	LF	Cost and Installation of 4" Dia Gray PVC sched. 40 conduit, complete and in place	\$27.00	\$11,340.00	\$25.00	\$10,500.00	\$26.00	\$10,920.00
TSV21	1,830	LF	Cost and Installation of 7/c#14 AWG stranded signal cable IMSA 19-1 or Equivalent, complete and in place	\$1.62	\$2,964.60	\$1.50	\$2,745.00	\$1.60	\$2,928.00
TSV22	1,140	LF	Cost and Installation of 5/c#14 AWG stranded cable IMSA 19-1 or equivalent, complete and in place	\$1.35	\$1,539.00	\$1.25	\$1,425.00	\$1.30	\$1,482.00
TSV23	120	LF	Cost and Installation of 3/c#14 power cable, complete and in place	\$3.24	\$388.80	\$3.00	\$360.00	\$3.20	\$384.00
TSV24	770	LF	Cost and Installation of THHN 3-1/c#10 luminaire cable, complete and in place	\$1.35	\$1,039.50	\$1.25	\$962.50	\$1.30	\$1,001.00
TSV25M	4	EA	Cost of SmartSensor Matrix Presence Detector System, Including Mounting Bracket, Contact Closure Input File Card, 100' Sensor Pigtail and Interface Panel	\$5,155.00	\$20,620.00	\$5,155.00	\$20,620.00	\$5,155.00	\$20,620.00
TSV25I	4	EA	Installation of SmartSensor Matrix Presence Detector System, Including Mounting Bracket, Contact Closure Input File Card, 100' Sensor Pigtail and Interface Panel, complete and in place	\$108.00	\$432.00	\$100.00	\$400.00	\$105.00	\$420.00
TSV26M	650	LF	Cost of SmartSensor Matrix Cable	\$2.00	\$1,300.00	\$2.00	\$1,300.00	\$2.00	\$1,300.00
TSV26L	650	LF	Installation of SmartSensor Matrix Cable, complete and in place	\$0.54	\$351.00	\$0.50	\$325.00	\$0.50	\$325.00
TSV27M	4	EA	Cost of Priority Control System Detector (3M Opticom Model 711)	\$1,309.00	\$5,236.00	\$1,309.00	\$5,236.00	\$1,309.00	\$5,236.00
TSV27I	4	ea	Installation of Priority Control System Detector (3M Opticom Model 711), complete and in place	\$108.00	\$432.00	\$100.00	\$400.00	\$105.00	\$420.00
TSV28M	740	LF	Cost of Model 739 Detector Cable for (3M Opticom Priority Control System)	\$1.25	\$925.00	\$1.25	\$925.00	\$1.25	\$925.00
TSV28I	740	LF	Installation of Model 739 Detector Cable for (3M Opticom Priority Control System), complete and in place	\$0.54	\$399.60	\$0.50	\$370.00	\$0.50	\$370.00
TSV29	4	EA	Cost and Installation of Confirmation Lights w/Power Cable, complete and in place	\$216.00	\$864.00	\$200.00	\$800.00	\$210.00	\$840.00
TSV30M	4	EA	Cost of High Intensity Street Name sign for Installations on Mast Arms (4 - "Barron Rd.", 2 - Victoria Ave.)	\$600.00	\$2,400.00	\$600.00	\$2,400.00	\$600.00	\$2,400.00
TSV30I	4	EA	Installation of High Intensity Street Name sign for Installations on Mast Arms (4 - "Barron Rd.", 2 - "Victoria Ave."), complete and in place	\$178.20	\$712.80	\$165.00	\$660.00	\$174.00	\$696.00
TSV31M	4	EA	Cost of Left Turn Yield on Green Ball (30"x36") Sign	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00
TSV31I	4	EA	Installation of Left Turn Yield on Green Ball (30"x36") Sign, complete and in place	\$162.00	\$648.00	\$150.00	\$600.00	\$160.00	\$640.00



City of College Station - Purchasing Division
Bid Tabulation for #11-05
"Barron Road Widening Phase II"
Open Date: Thursday, September 30, 2010 @ 2:00 p.m.

				BPI (Bryan, TX)		Fugua (Navasota, TX)		Knife River (Bryan, TX)	
BASE BID - GENERAL ITEMS									
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
TSV32M	4	EA	Cost of Aluminum Pedestal Pole, 11-ft.-long length, bronze color, powdered finish	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00
TSV32I	4	EA	Installation of Aluminum Pedestal Pole, 11-ft.-long length, bronze color, powdered finish, complete and in place	\$324.00	\$1,296.00	\$300.00	\$1,200.00	\$320.00	\$1,280.00
TSV33	1	EA	Cost and Installation of 24" diam. Pedestalpole foundation 6' deep, complete and in place	\$702.00	\$702.00	\$650.00	\$650.00	\$700.00	\$700.00
TSV34	As Req'd	LS	Cost and Installation of Traffic control and construction barricades	\$1.00	\$1.00	\$5,000.00	\$5,000.00	\$0.01	\$0.01
TSV35	As Req'd	LS	Cost and Installation of Misc. construction Materials	\$10,800.00	\$10,800.00	\$10,000.00	\$10,000.00	\$10,500.00	\$10,500.00
Total Barron Rd & Victoria Ave (Lines TSV1M-TSV35)				\$147,556.10		\$146,780.50		\$145,361.01	
				<i>Total Base Bid</i>	\$4,174,508.86		\$4,430,074.72		\$4,492,502.67
				Bid Certification	✓		✓		✓
				Bid Bond	✓		✓		✓
				Addendums Acknowledged	✓		✓		✓

October 25, 2010
Consent Agenda Item No. 2d
Food Waste Collection Franchise - Liquid Environmental Solutions

To: Glenn Brown, City Manager

From: Hayden Migl, Assistant to the City Manager

Agenda Caption: Presentation, possible action and discussion on the second reading of a franchise agreement with Liquid Environmental Solutions for the collection of food waste for the purpose of recycling.

Relationship to Strategic Goals: V. Green Sustainable City

Recommendation(s): Staff recommends approval.

Summary: The proposed non-exclusive five (5) year franchise agreement allows for the collection of food waste for the purpose of recycling within the corporate limits of the City of College Station.

The company will be responsible for developing onsite collection of the food waste and that they are not collecting municipal solid waste.

Section 120 of the City Charter states that "The City of College Station shall have the power by ordinance to grant any franchise or right mentioned in the preceding sections hereof, which ordinance, however, shall not be passed finally until it shall have been read at three (3) separate regular meetings of the City Council."

Budget & Financial Summary: N/A

Attachments:

1. Franchise Ordinance is on file in the City Secretary's Office

October 25, 2010
Consent Agenda Item No. 2e
Food Waste Collection Franchise Amendment – Texas Commercial Waste

To: Glenn Brown, City Manager

From: Hayden Migl, Assistant to the City Manager

Agenda Caption: Presentation, possible action and discussion on the second reading of a franchise agreement amendment with Texas Commercial Waste to add the collection of food waste for the purpose of recycling to its agreement.

Relationship to Strategic Goals: V. Green Sustainable City

Recommendation(s): Staff recommends approval.

Summary: The proposed amendment would add the collection of food waste for the purpose of recycling to the list of services that can be provided by Texas Commercial Waste through its current non-exclusive franchise agreement. Texas Commercial Waste is currently limited to collecting only construction and demolition debris.

The company will be responsible for developing onsite collection of the food waste and that they are not collecting municipal solid waste.

Section 120 of the City Charter states that "The City of College Station shall have the power by ordinance to grant any franchise or right mentioned in the preceding sections hereof, which ordinance, however, shall not be passed finally until it shall have been read at three (3) separate regular meetings of the City Council."

Budget & Financial Summary: N/A

Attachments:

1. Franchise Ordinance is on file in the City Secretary's Office

**October 25, 2010
Consent Agenda Item No. 2f
Approval of the 2010 Property Tax Roll**

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

Agenda Caption: Presentation, possible action, and discussion on approval of the 2010 Property Tax Roll in the amount of \$24,323,278.70.

Recommendation(s): Staff recommends approval of the 2010 Property Tax Roll in the amount of \$24,323,278.70.

Summary: Section 26.09 (e) of the Texas Property Tax Code mandates formal approval of the Tax Roll by the City Council as the final step in the process of establishing the tax roll for the new year. The tax roll consists of the Maintenance and Operations levy and the Interest and Sinking fund levy.

The tax roll that will be generated by the tax rate of \$0.447543 per \$100 assessed valuation is \$24,323,278.70. This tax rate was adopted by the City Council on September 13, 2010.

Budget & Financial Summary: See above

Attachments:

1. Letter
2. 2010 Levy Totals

Kristeen Roe, RTA, CTA
Brazos County Tax Assessor/Collector

300 E. Wm J Bryan Pkwy
Bryan, TX 77803
979-361-4470
979-361-4487 - Fax



October 4, 2010

Honorable Nancy Berry
Mayor, City of College Station

RE: 2010 Tax Rolls

Mayor Berry:

I am providing the 2010 tax roll total information for the City of College Station as required by the Texas Property Tax Code:

Sec. 26.09 (e) The assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amounts of tax entered as approved by the governing body constitutes the unit's tax roll.

The Brazos County Tax Office received two supplemental value/ownership/exemption change files from the Brazos County Appraisal Review Board after the original 2010 value certification. The tax office accepted and balanced all of these changes prior to calculation of the 2010 tax rolls. A copy of the taxable values as well as the tax ceiling information for the City of College Station used for calculation is also provided.

Please contact me if you have any questions concerning these figures.

Respectfully,

A handwritten signature in cursive script that reads "Kristeen Roe".

Kristeen Roe, RTA, CTA
Tax Assessor/Collector
Brazos County

Enc.

2010 LEVY TOTALS

C2 - CITY OF COLL. STAT.

Property Count: 27,890

Grand Totals

10/1/2010 10:15:29AM

Land	Value			
Homesite:	577,769,531			
Non Homesite:	919,215,785			
Ag Market:	96,564,501			
Timber Market:	0	Total Land	(+)	1,593,549,817

Improvement	Value			
Homesite:	2,452,600,608			
Non Homesite:	1,916,661,700	Total Improvements	(+)	4,369,262,308

Non Real	Count	Value		
Personal Property:	2,799	361,275,040		
Mineral Property:	2,185	7,235,802		
Autos:	0	0	Total Non Real	(+)
			Market Value	=
				368,510,842
				6,331,322,967

Ag	Non Exempt	Exempt		
Total Productivity Market:	96,564,501	0		
Ag Use:	671,901	0	Productivity Loss	(-)
Timber Use:	0	0	Appraised Value	=
Productivity Loss:	95,892,600	0		95,892,600
			Assessed Value	=
				6,235,430,367
			Homestead Cap	(-)
			Assessed Value	=
				5,646,494
				6,229,783,873

Exemption	Count	Local	State	Total		
AB	4	7,918,958	0	7,918,958		
DP	82	0	0	0		
DPS	2	0	0	0		
DV1	118	0	989,000	989,000		
DV1S	7	0	35,000	35,000		
DV2	58	0	565,500	565,500		
DV3	53	0	544,000	544,000		
DV3S	1	0	10,000	10,000		
DV4	53	0	300,000	300,000		
DV4S	17	0	192,000	192,000		
DVHS	32	0	5,988,015	5,988,015		
EX	543	0	682,653,745	682,653,745		
EX(Prorated)	14	0	853,834	853,834		
EX366	1,735	0	141,772	141,772		
FR	4	5,952,339	0	5,952,339		
OV65	2,210	65,736,330	0	65,736,330		
OV65S	7	210,000	0	210,000	Total Exemptions	(-)
						772,090,493

Net Taxable = 5,457,693,380

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	11,863,501	10,591,831	44,680.80	49,195.56	73		
DPS	266,580	266,580	1,166.02	1,166.02	2		
OV65	431,512,578	366,487,985	1,540,696.37	1,558,869.72	2,068		
Total	443,642,659	377,346,396	1,586,543.19	1,609,231.30	2,143	Freeze Taxable	(-)
Tax Rate	0.447543						

Freeze Adjusted Taxable = 5,080,346,984

2010 LEVY TOTALS

C2 - CITY OF COLL. STAT.

Property Count: 27,890

Grand Totals

10/1/2010 10:15:29AM

Levy Info			
M&O Rate:	0.227349	M&O Tax:	12,356,070.84
I&S Rate:	0.220194	I&S Tax:	11,967,207.86
Protected I&S Rate:	0.000000	Protected I&S Tax:	0.00
		Ag Penalty:	0.00

Total Levy 24,323,278.70

Tif Zone Code	Tax Increment Loss
---------------	--------------------

Tax Increment Finance Value: 177,182,468
Tax Increment Finance Levy: 792,967.73

Collections Transfer Totals

10/4/2010 9:49:23AM

Page: 1

KRISTEEN ROE, RTA, CTA
 BRAZOS COUNTY TAX ASSESSOR COLLECTOR
 300 E. WM. J BRYAN PKWY
 BRYAN, TX 77803, PH # -979-

Entity: G1 BRAZOS COUNTY

Year	Bill Count	Original M&O	Original I&S	M&O Due	I&S Due
2010	89,404	43,197,426.25	9,087,394.57	43,197,426.25	9,087,394.57
	89,404	43,197,426.25	9,087,394.57	43,197,426.25	9,087,394.57

Entity: BPG1 BRAZOS COUNTY BP

Year	Bill Count	Original M&O	Original I&S	M&O Due	I&S Due
2010	1,742	36,476.17	0.00	36,476.17	0.00
	1,742	36,476.17	0.00	36,476.17	0.00

Entity: S1 BRYAN ISD

Year	Bill Count	Original M&O	Original I&S	M&O Due	I&S Due
2010	55,956	48,902,486.22	11,755,507.01	48,902,486.22	11,755,507.01
	55,956	48,902,486.22	11,755,507.01	48,902,486.22	11,755,507.01

Entity: BPS1 BRYAN ISD BP

Year	Bill Count	Original M&O	Original I&S	M&O Due	I&S Due
2010	1,102	72,611.65	0.00	72,611.65	0.00
	1,102	72,611.65	0.00	72,611.65	0.00

Entity: BPCA CAD BP

Year	Bill Count	Original M&O	Original I&S	M&O Due	I&S Due
2010	1,742	8,878.67	0.00	8,878.67	0.00
	1,742	8,878.67	0.00	8,878.67	0.00

Entity: C1 CITY OF BRYAN

Year	Bill Count	Original M&O	Original I&S	M&O Due	I&S Due
2010	32,044	15,629,655.51	7,215,763.77	15,629,655.51	7,215,763.77
	32,044	15,629,655.51	7,215,763.77	15,629,655.51	7,215,763.77

Entity: BPC1 CITY OF BRYAN BP

Year	Bill Count	Original M&O	Original I&S	M&O Due	I&S Due
2010	842	20,174.85	0.00	20,174.85	0.00
	842	20,174.85	0.00	20,174.85	0.00

Entity: C2 CITY OF COLL. STAT.

Year	Bill Count	Original M&O	Original I&S	M&O Due	I&S Due
2010	25,287	12,356,070.84	11,967,207.86	12,356,070.84	11,967,207.86
	25,287	12,356,070.84	11,967,207.86	12,356,070.84	11,967,207.86

Entity: BPC2 CITY OF COLL. STAT. BP

Year	Bill Count	Original M&O	Original I&S	M&O Due	I&S Due
2010	577	7,860.11	0.00	7,860.11	0.00
	577	7,860.11	0.00	7,860.11	0.00

Entity: C3 CITY OF KURTEN

Year	Bill Count	Original M&O	Original I&S	M&O Due	I&S Due
2010	832	23,940.76	0.00	23,940.76	0.00
	832	23,940.76	0.00	23,940.76	0.00

Entity: BPC3 CITY OF KURTEN BP

Year	Bill Count	Original M&O	Original I&S	M&O Due	I&S Due
2010	7	37.41	0.00	37.41	0.00
	7	37.41	0.00	37.41	0.00

Entity: S2 COLLEGE STATION ISD

Year	Bill Count	Original M&O	Original I&S	M&O Due	I&S Due
2010	30,537	58,658,537.07	18,176,373.80	58,658,537.07	18,176,373.80
	30,537	58,658,537.07	18,176,373.80	58,658,537.07	18,176,373.80

Collections Transfer Totals

10/4/2010 9:49:23AM

Page: 2

KRISTEEN ROE, RTA, CTA
 BRAZOS COUNTY TAX ASSESSOR COLLECTOR
 300 E. WM. J BRYAN PKWY
 BRYAN, TX 77803, PH # -979-

Entity: BPS2 COLLEGE STATION ISD BP

Year	Bill Count	Original M&O	Original I&S	M&O Due	I&S Due
2010	629	29,683.95	0.00	29,683.95	0.00
	629	29,683.95	0.00	29,683.95	0.00

Entity: F1 EMG SVCS DIST #1

Year	Bill Count	Original M&O	Original I&S	M&O Due	I&S Due
2010	9,123	141,956.92	125,868.28	141,956.92	125,868.28
	9,123	141,956.92	125,868.28	141,956.92	125,868.28

Entity: BPF1 EMG SVCS DIST #1 BP

Year	Bill Count	Original M&O	Original I&S	M&O Due	I&S Due
2010	77	88.26	0.00	88.26	0.00
	77	88.26	0.00	88.26	0.00

Entity: F2 EMG SVCS DIST #2

Year	Bill Count	Original M&O	Original I&S	M&O Due	I&S Due
2010	5,917	74,636.72	0.00	74,636.72	0.00
	5,917	74,636.72	0.00	74,636.72	0.00

Entity: BPF2 EMG SVCS DIST #2 BP

Year	Bill Count	Original M&O	Original I&S	M&O Due	I&S Due
2010	64	186.40	0.00	186.40	0.00
	64	186.40	0.00	186.40	0.00

Entity: F3 EMG SVCS DIST #3

Year	Bill Count	Original M&O	Original I&S	M&O Due	I&S Due
2010	8,468	164,126.85	0.00	164,126.85	0.00
	8,468	164,126.85	0.00	164,126.85	0.00

Entity: BPF3 EMG SVCS DIST #3 BP

Year	Bill Count	Original M&O	Original I&S	M&O Due	I&S Due
2010	105	178.04	0.00	178.04	0.00
	105	178.04	0.00	178.04	0.00

Entity: F4 EMG SVCS DIST #4

Year	Bill Count	Original M&O	Original I&S	M&O Due	I&S Due
2010	7,812	124,203.77	0.00	124,203.77	0.00
	7,812	124,203.77	0.00	124,203.77	0.00

Entity: BPF4 EMG SVCS DIST #4 BP

Year	Bill Count	Original M&O	Original I&S	M&O Due	I&S Due
2010	70	248.10	0.00	248.10	0.00
	70	248.10	0.00	248.10	0.00

Entity: S4 NAVASOTA ISD

Year	Bill Count	Original M&O	Original I&S	M&O Due	I&S Due
2010	3,438	1,271,029.12	243,817.97	1,271,029.12	243,817.97
	3,438	1,271,029.12	243,817.97	1,271,029.12	243,817.97

Entity: BPS4 NAVASOTA ISD BP

Year	Bill Count	Original M&O	Original I&S	M&O Due	I&S Due
2010	11	1,154.86	0.00	1,154.86	0.00
	11	1,154.86	0.00	1,154.86	0.00

NOTE:

The value pages included are designated as follows:

Certified Values

Supplement 1

Supplement 2

Supplement 3

Supplement 1 is comprised of 85 properties in Robertson County that fall within the boundaries of Bryan Independent School District and affect only that jurisdiction's values. The Brazos County Appraisal Review Board has approved 2 supplements to the 2010 tax roll values, and those supplements are the second and third supplement adjustments processed prior to calculation of levy for the 2010 tax year.

2010 CERTIFIED TOTALS

C2 - CITY OF COLL. STAT.

Property Count: 27,890

Grand Totals

8/30/2010

9:06:21AM

Land	Value			
Homesite:	577,739,481			
Non Homesite:	915,927,165			
Ag Market:	99,708,011			
Timber Market:	0	Total Land	(+)	1,593,374,657

Improvement	Value			
Homesite:	2,452,608,788			
Non Homesite:	1,916,661,700	Total Improvements	(+)	4,369,270,488

Non Real	Count	Value		
Personal Property:	2,801	361,581,000		
Mineral Property:	2,185	7,235,802		
Autos:	0	0		
		Total Non Real	(+)	368,816,802
		Market Value	=	6,331,461,947

Ag	Non Exempt	Exempt		
Total Productivity Market:	99,708,011	0		
Ag Use:	675,701	0	Productivity Loss	(-) 99,032,310
Timber Use:	0	0	Appraised Value	= 6,232,429,637
Productivity Loss:	99,032,310	0		
		Homestead Cap	(-) 5,643,430	
		Assessed Value	= 6,226,786,207	

Exemption	Count	Local	State	Total		
AB	4	7,918,958	0	7,918,958		
DP	81	0	0	0		
DPS	2	0	0	0		
DV1	118	0	989,000	989,000		
DV1S	7	0	35,000	35,000		
DV2	58	0	565,500	565,500		
DV3	53	0	544,000	544,000		
DV3S	1	0	10,000	10,000		
DV4	52	0	300,000	300,000		
DV4S	17	0	192,000	192,000		
DVHS	32	0	6,027,595	6,027,595		
EX	541	0	682,997,015	682,997,015		
EX(Prorated)	5	0	394,577	394,577		
EX366	1,735	0	141,432	141,432		
FR	4	5,952,339	0	5,952,339		
OV65	2,190	65,106,330	0	65,106,330		
OV65S	6	180,000	0	180,000	Total Exemptions	(-) 771,353,746
					Net Taxable	= 5,455,432,461

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	11,593,686	10,332,016	43,418.22	48,534.67	71		
DPS	266,580	266,580	1,038.87	1,038.87	2		
OV65	424,216,444	360,247,851	1,504,674.28	1,528,697.07	2,034		
Total	436,076,710	370,846,447	1,549,131.37	1,578,270.61	2,107	Freeze Taxable	(-) 370,846,447
Tax Rate	0.439400						

Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
OV65	1,037,500	887,500	855,381	32,119	5		
Total	1,037,500	887,500	855,381	32,119	5	Transfer Adjustment	(-) 32,119

2010 CERTIFIED TOTALS

Property Count: 27,890

C2 - CITY OF COLL. STAT.
Grand Totals

8/30/2010 9:06:21AM

Freeze Adjusted Taxable = 5,084,553,895

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
23,890,661.18 = 5,084,553,895 * (0.439400 / 100) + 1,549,131.37

Tif Zone Code	Tax Increment Loss
---------------	--------------------

Tax Increment Finance Value:	177,182,468
Tax Increment Finance Levy:	778,539.76

Appraisal Import by Entity

Run ID: 87

Year: 2010

Entity	Property Count	Assessed Value	Taxable Value
Totals for Entity: C1	51,395	4,588,737,387	3,625,928,664
Totals for Entity: C2	27,890	6,226,786,207	5,455,432,461
Totals for Entity: C3	1,140	17,895,523	17,100,590
Totals for Entity: CAD	118,613	13,125,075,186	11,512,199,651
Totals for Entity: F1	13,204	905,712,468	892,512,799
Totals for Entity: F2	7,259	326,841,681	319,204,755
Totals for Entity: F3	11,085	609,731,366	588,572,874
Totals for Entity: F4	9,908	448,822,003	415,065,491
Totals for Entity: G1	118,613	13,125,075,186	10,941,888,002
Totals for Entity: S1	79,135	6,089,043,436	4,894,296,674
Totals for Entity: S2	35,194	6,892,757,524	6,009,926,298
Totals for Entity: S4	5,425	142,533,275	125,388,285

2010 CERTIFIED TOTALS

C2 - CITY OF COLL. STAT.

Property Count: 27,890

Grand Totals

10/4/2010 12:24:12PM

Land		Value		
Homesite:		577,739,481		
Non Homesite:		915,927,165		
Ag Market:		99,708,011		
Timber Market:		0	Total Land	(+) 1,593,374,657

Improvement		Value		
Homesite:		2,452,608,788		
Non Homesite:		1,916,661,700	Total Improvements	(+) 4,369,270,488

Non Real	Count	Value		
Personal Property:	2,801	361,581,000		
Mineral Property:	2,185	7,235,802		
Autos:	0	0	Total Non Real	(+) 368,816,802
			Market Value	= 6,331,461,947

Ag	Non Exempt	Exempt		
Total Productivity Market:	99,708,011	0		
Ag Use:	675,701	0	Productivity Loss	(-) 99,032,310
Timber Use:	0	0	Appraised Value	= 6,232,429,637
Productivity Loss:	99,032,310	0		
			Homestead Cap	(-) 5,643,430
			Assessed Value	= 6,226,786,207

Exemption	Count	Local	State	Total		
AB	4	7,918,958	0	7,918,958		
DP	81	0	0	0		
DPS	2	0	0	0		
DV1	118	0	989,000	989,000		
DV1S	7	0	35,000	35,000		
DV2	58	0	565,500	565,500		
DV3	53	0	544,000	544,000		
DV3S	1	0	10,000	10,000		
DV4	52	0	300,000	300,000		
DV4S	17	0	192,000	192,000		
DVHS	32	0	6,027,595	6,027,595		
EX	541	0	682,997,015	682,997,015		
EX(Prorated)	5	0	394,577	394,577		
EX366	1,735	0	141,432	141,432		
FR	4	5,952,339	0	5,952,339		
OV65	2,190	65,106,330	0	65,106,330		
OV65S	6	180,000	0	180,000	Total Exemptions	(-) 771,353,746
					Net Taxable	= 5,455,432,461

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	11,593,686	10,332,016	43,604.59	48,534.67	71		
DPS	266,580	266,580	1,038.87	1,038.87	2		
OV65	424,216,444	360,247,851	1,510,492.40	1,528,697.07	2,034		
Total	436,076,710	370,846,447	1,555,135.86	1,578,270.61	2,107	Freeze Taxable	(-) 370,846,447
Tax Rate	0.447543						

Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
OV65	1,037,500	887,500	855,381	32,119	5		
Total	1,037,500	887,500	855,381	32,119	5	Transfer Adjustment	(-) 32,119

2010 CERTIFIED TOTALS

Property Count: 27,890

C2 - CITY OF COLL. STAT.
Grand Totals

10/4/2010 12:24:12PM

Freeze Adjusted Taxable = 5,084,553,895

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
24,310,700.90 = 5,084,553,895 * (0.447543 / 100) + 1,555,135.86

Tif Zone Code	Tax Increment Loss
---------------	--------------------

Tax Increment Finance Value:	177,182,468
Tax Increment Finance Levy:	792,967.73

2010 CERTIFIED TOTALS

C2 - CITY OF COLL. STAT.

Property Count: 27,890

Grand Totals

10/4/2010 12:23:37PM

Land	Value			
Homesite:	577,769,531			
Non Homesite:	919,215,785			
Ag Market:	96,564,501			
Timber Market:	0	Total Land	(+)	1,593,549,817

Improvement	Value			
Homesite:	2,452,608,788			
Non Homesite:	1,916,661,700	Total Improvements	(+)	4,369,270,488

Non Real	Count	Value		
Personal Property:	2,799	361,275,040		
Mineral Property:	2,185	7,235,802		
Autos:	0	0	Total Non Real	(+)
			Market Value	=
				368,510,842
				6,331,331,147

Ag	Non Exempt	Exempt		
Total Productivity Market:	96,564,501	0		
Ag Use:	671,901	0	Productivity Loss	(-)
Timber Use:	0	0	Appraised Value	=
Productivity Loss:	95,892,600	0		95,892,600
			Homestead Cap	(-)
			Assessed Value	=
				5,649,786
				6,229,788,761

Exemption	Count	Local	State	Total		
AB	4	7,918,958	0	7,918,958		
DP	82	0	0	0		
DPS	2	0	0	0		
DV1	118	0	989,000	989,000		
DV1S	7	0	35,000	35,000		
DV2	58	0	565,500	565,500		
DV3	53	0	544,000	544,000		
DV3S	1	0	10,000	10,000		
DV4	53	0	300,000	300,000		
DV4S	17	0	192,000	192,000		
DVHS	32	0	5,988,015	5,988,015		
EX	543	0	682,653,745	682,653,745		
EX(Prorated)	14	0	853,834	853,834		
EX366	1,735	0	141,772	141,772		
FR	4	5,952,339	0	5,952,339		
OV65	2,210	65,736,330	0	65,736,330		
OV65S	7	210,000	0	210,000	Total Exemptions	(-)
						772,090,493
					Net Taxable	=
						5,457,698,268

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	11,593,686	10,332,016	43,604.59	48,534.67	71		
DPS	266,580	266,580	1,038.87	1,038.87	2		
OV65	424,075,884	360,137,291	1,510,029.10	1,528,233.77	2,033		
Total	435,936,150	370,735,887	1,554,672.56	1,577,807.31	2,106	Freeze Taxable	(-)
Tax Rate	0.447543						370,735,887

Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
OV65	1,037,500	887,500	855,381	32,119	5		
Total	1,037,500	887,500	855,381	32,119	5	Transfer Adjustment	(-)
							32,119

2010 CERTIFIED TOTALS

Property Count: 27,890

C2 - CITY OF COLL. STAT.
Grand Totals

10/4/2010 12:23:37PM

Freeze Adjusted Taxable = 5,086,930,262

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
24,320,872.86 = 5,086,930,262 * (0.447543 / 100) + 1,554,672.56

Tif Zone Code	Tax Increment Loss
---------------	--------------------

Tax Increment Finance Value: 177,182,468
Tax Increment Finance Levy: 792,967.73

2010 CERTIFIED TOTALS

C2 - CITY OF COLL. STAT.

Property Count: 27,890

Grand Totals

10/4/2010 12:24:50PM

Land	Value			
Homesite:	577,769,531			
Non Homesite:	919,215,785			
Ag Market:	96,564,501			
Timber Market:	0	Total Land	(+)	1,593,549,817

Improvement	Value			
Homesite:	2,452,600,608			
Non Homesite:	1,916,661,700	Total Improvements	(+)	4,369,262,308

Non Real	Count	Value		
Personal Property:	2,799	361,275,040		
Mineral Property:	2,185	7,235,802		
Autos:	0	0	Total Non Real	(+)
			Market Value	=
				368,510,842
				6,331,322,967

Ag	Non Exempt	Exempt		
Total Productivity Market:	96,564,501	0		
Ag Use:	671,901	0	Productivity Loss	(-)
Timber Use:	0	0	Appraised Value	=
Productivity Loss:	95,892,600	0		95,892,600
			Homestead Cap	(-)
			Assessed Value	=
				5,646,494
				6,229,783,873

Exemption	Count	Local	State	Total		
AB	4	7,918,958	0	7,918,958		
DP	82	0	0	0		
DPS	2	0	0	0		
DV1	118	0	989,000	989,000		
DV1S	7	0	35,000	35,000		
DV2	58	0	565,500	565,500		
DV3	53	0	544,000	544,000		
DV3S	1	0	10,000	10,000		
DV4	53	0	300,000	300,000		
DV4S	17	0	192,000	192,000		
DVHS	32	0	5,988,015	5,988,015		
EX	543	0	682,653,745	682,653,745		
EX(Prorated)	14	0	853,834	853,834		
EX366	1,735	0	141,772	141,772		
FR	4	5,952,339	0	5,952,339		
OV65	2,210	65,736,330	0	65,736,330		
OV65S	7	210,000	0	210,000	Total Exemptions	(-)
						772,090,493
					Net Taxable	=
						5,457,693,380

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	11,863,501	10,591,831	44,680.80	49,195.56	73		
DPS	266,580	266,580	1,166.02	1,166.02	2		
OV65	431,512,578	366,487,985	1,540,696.37	1,558,869.72	2,068		
Total	443,642,659	377,346,396	1,586,543.19	1,609,231.30	2,143	Freeze Taxable	(-)
Tax Rate	0.447543						
						Freeze Adjusted Taxable	=
							5,080,346,984

2010 CERTIFIED TOTALS

Property Count: 27,890

C2 - CITY OF COLL. STAT.

Grand Totals

10/4/2010

12:24:50PM

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
24,323,280.49 = 5,080,346,984 * (0.447543 / 100) + 1,586,543.19

Tif Zone Code	Tax Increment Loss
---------------	--------------------

Tax Increment Finance Value:

177,182,468

Tax Increment Finance Levy:

792,967.73

**October 25, 2010
Consent Agenda Item No. 2g
Authorize Health Department Expenditures**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion to approve Fiscal Year 2010-2011 expenditures for the Brazos County Health Department in the amount of \$351,500.

Recommendation(s): Staff recommends approval of Fiscal Year 2010-2011 expenditures in the amount of \$351,500 to the Brazos County Health Department.

Summary: On September 13, 2010 Council approved the FY11 budget which included funding for the Brazos County Health Department. This funding is based on an Interlocal Agreement that was originally approved by Council on January 14, 2010.

Budget & Financial Summary: Funds are available and budgeted in the General Fund in the amount of \$351,500. Payments are made in equal monthly installments.

**October 25, 2010
Consent Agenda Item No. 2h
Investment Policy/Broker-Dealer List/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, Broker-Dealer List 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.

The City's investment policy has been reviewed and certified by the Government Treasurers Organization of Texas (GTOT). Changes recommended by GTOT have been implemented. Current economic conditions also lead staff to increase the certificate of deposit diversification from 20% to 30%.

An annual review of the City's authorized broker/dealers was performed. Giving the current economic conditions staff made no changes to the broker/dealer list. Firms approved to do business with the City are: Costal Securities, Inc., Vining Sparks, Deutsche Bank Alex Brown, First Southwest Securities and First Empire Securities.

As part of the City's Investment Policy, Council is to review, approve and adopt any modifications to the list.

Budget & Financial Summary: None

Attachments:

Investment Policy and Strategy
Resolution



Investment Strategy and Policy

2011

Approved by Council on

October XX, 2010

Table of Contents

<i>INVESTMENT STRATEGY</i>	3
<i>I. POLICY</i>	4
<i>II. SCOPE</i>	4
<i>III. INVESTMENT OBJECTIVES</i>	4
Safety	4
Liquidity	5
Yield	5
<i>IV. RESPONSIBILITY AND CONTROL</i>	5
Delegation of Authority	5
Cash Flow Analysis	5
Training Requirement	5
Internal Controls	6
Prudence	6
Ethics and Conflicts of Interest	6
<i>V. SUITABLE AND AUTHORIZED INVESTMENTS</i>	7
Portfolio Management	7
Investments	7
Exemption for Existing Investments	8
Loss of Required Rating	8
<i>VI. INVESTMENT PARAMETERS</i>	8
Maximum Maturities	8
Diversification	9
<i>VII. FINANCIAL INSTITUTIONS AND DEALERS</i>	9
Depository	9
Authorized Brokers/Dealers	10
Competitive Bids	10
Delivery vs. Payment	11
<i>VIII. SAFEKEEPING OF SECURITIES</i>	11
Safekeeping Agreement	11
Safekeeping and Custody	11
Collateralization	11
<i>IX. PERFORMANCE STANDARDS</i>	11
Performance Standards	11
Performance Benchmark	12
<i>X. REPORTING</i>	12
Methods	12
Marking to Market	12
<i>XI. INVESTMENT POLICY ADOPTION</i>	12
<i>QUALIFIED BROKERS/DEALERS</i>	13
<i>GLOSSARY OF COMMON TREASURY TERMINOLOGY</i>	14

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, 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

In order to ensure the quality and capability of investment management, 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. Annually, the City's independent auditors will review quarterly reports for the fiscal year.

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 (i) 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 or the custodial bank of the institution the CD's are held.. 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).

Exemption for Existing Investments

Any investment, which was authorized at the time of purchase, shall not be required to be liquidated.

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	30%
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 three to five years a Depository shall be selected through the City's banking services procurement process, which shall include a formal request for application (RFA). 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 RFA.
- 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. During the term of the contract, additional accounts may be established. The City may open a cash money market account with its approved depository bank. Accounts held by the approved bank are to be collateralized at no less than 105%. Two authorized signers on the City's accounts must approve the establishment of new accounts.

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 qualified representative of the business organization seeking to transact investment business shall execute a written instrument substantially to the effect that the qualified representative 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. The collateralization level of the City's depository accounts will be 105%.

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. Marketing to Market will be done at least quarterly.

XI. INVESTMENT POLICY ADOPTION

The City's investment policy and investment strategies must be adopted annually by resolution of the City Council even if there are no changes. The City Council shall review the policy annually and they must approve any changes or modifications made thereto.

QUALIFIED BROKERS/DEALERS

Costal Securities, Inc.

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

Deutsche Bank Alex Brown

Larry Burns
700 Louisiana Street, Suite 1500
Houston, TX 77002
Phone: (832)239-3311

First Empire Securities

Michael Pappadio
1100 Motor Parkway, 2nd Floor
Hauppauge, NY 11788
Phone: (631)979-0097

Vining Sparks

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

First Southwest Securities

Linda Calloway
300 West 6th Street, Suite 1940
Austin, TX 78701
Phone: (512)481-2040

American Momentum (CD's only)

Donnie Fowler
Five Momentum Blvd.
College Station, TX 77845
Phone: (979)599-9349

INVESTMENT POOLS

TexPool

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

TexSTAR

325 North St. Paul, Suite 800
Dallas, TX 75201
Phone: (800)839-7827

DEPOSITORY BANK

Citibank, N.A.

2717 Texas Avenue South
College Station, Texas 77840
(979)260-1482

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.

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.

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 \$250,000 per depository account through December 31, 2013. On January 1, 2014, the standard insurance amount will return to \$100,000.

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) – A government –sponsored enterprise (GSE) that was created in 1938 to expand the flow of mortgage money by creating a secondary mortgage market. Fannie Mae is a publicly traded company which operates under a congressional charter that directs Fannie Mae to channel its efforts into increasing the availability and affordability of homeownership for low-, moderate-, and middle-income Americans.

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

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.) $[(\text{Total assets}) - (\text{Liabilities})] / (\text{Number of shares outstanding})$

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.

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. (Price Appreciation) + (Dividends paid) + (Capital gains) = 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 ratio 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.

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, BROKER/DEALER LIST AND INVESTMENT STRATEGY FOR FISCAL YEAR 2011 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 2011 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 2011 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 2011, Broker/Dealer List for Fiscal year 2010 and the City's Investment Strategy for Fiscal Year 2011; 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, Broker/Dealer List and the Investment Strategy for Fiscal Year 2011.

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. 2010.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

Carla A. Robinson
City Attorney

October 25, 2010
Consent Agenda Item No. 2i
Funding Agreement With Keep Brazos Beautiful

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on a funding agreement between the City of College Station and the Keep Brazos Beautiful for FY11 in the amount of \$50,240.

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

Summary: As part of the 2010-2011 budget process the City Council approved funding for the Keep Brazos Beautiful in the amount of \$50,240.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2010-2011 Sanitation Fund for the total amount of \$50,240. \$33,240 is to be used for the operations and maintenance of Keep Brazos Beautiful. \$17,000 is to be used for beautification grants and projects of Keep Brazos Beautiful, such as the Don't Mess With Texas Trash Off and Wildflower Seed Spreading.

Attachments:

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

**October 25, 2010
Consent Agenda Item No. 2j
Affiliate Funding Agreement with Arts Council of Brazos Valley
And Budget Approval**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on approving the budget of the Arts Council of Brazos Valley; and presentation, discussion and possible action on a funding agreement between the City of College Station and the Arts Council of Brazos Valley for FY11 in the amount of \$200,000 for Affiliate funding.

Recommendation(s): Staff recommends approval of the Arts Council budget and approval of the Affiliate funding agreement in the amount of \$200,000.

The operations and maintenance funding agreements that were pulled from the Council agenda on October 14 will be coming back to the City Council for consideration at a future meeting.

Summary: As part of the 2010-2011 budget process the City Council approved total funding for the Arts Council of Brazos Valley in the amount of \$364,000. This includes \$289,000 from the Hotel Tax Fund, and \$75,000 from the General Fund. Per Council direction, \$200,000 from the Hotel Tax Fund is to be used to fund Arts Council Affiliate grants.

The \$200,000 for Affiliate funding is proposed to be allocated as follows:

- \$167,500 Affiliate Funding (See attached List)
- \$5,500 4th of July Concert – Brazos Valley Symphony
- \$27,000 Misc. Affiliate Funding (to be approved by City Manager)

The Arts Council initially submitted recommendations of \$179,500 for Affiliate Funding for 14 organizations. However, City staff determined that recommended funding for 2 of the groups totaling \$12,000 (KEOS \$5,000 and Children's Museum \$7,000) did not meet the requirements for funding from Hotel Tax funds. These funds were moved to the Miscellaneous Affiliate Funding category. These funds are used for grant opportunities that come up during the year, and must be approved by the City Manager prior to being expended.

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

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2010-2011 Hotel Tax Fund Budget in the amount of \$200,000. The total of this amount is to be used to fund Arts Council Affiliates.

Attachments:

1. Arts Council of Brazos Valley Affiliate Funding Agreement (available in the City Secretary's Office)

2. **Affiliate Funding Listing**
3. **Arts Council of Brazos Valley Budget**

Exhibit A
Arts Council of Brazos Valley FY11 Affiliate Funding

Affiliate Funding	Funding Amount
Armstrong / Bergeron Dance Company	\$3,500
Brazos Spinners & Weavers Guid	\$10,000
Brazos Valley Chorale	\$6,000
Brazos Valley Museum of Natural History	\$28,000
Brazos Valley Symphony	\$16,500
Brazos Valley TROUPE	\$21,000
Brazos Valley WorldFest	\$15,000
Friends of Chamber Music	\$3,500
KAMU-FM	\$30,000
StageCenter	\$8,000
The Theatre Company of Bryan / College Station	\$23,500
University Summer Performance Series - TAMU	\$2,500
AFFILIATE SUBTOTAL	\$167,500
Other Funding	
4th of July Concert - Brazos Valley Symphony	\$5,500
Miscellaneous Affiliate Funding (to be approved by City Manager in advance)	\$27,000
OTHER FUNDING SUBTOTAL	\$32,500
TOTAL AFFILIATE FUNDING	\$200,000

Arts Council of Brazos Valley
Proposed Budget and Financial History by Account

Account	2010-2011 Proposed Budget	2009-2010 Actual (September Projected)	2009-2010 Approved Budget	2008-2009 Actual Budget
430 - Contributed Income				
431 - Membership Dues	\$ 23,500.00	\$ 47,539.15	\$ 32,200.00	\$ 41,234.92
432 - Fundraising events (contribution)	\$ 24,370.00	\$ 1,310.00	\$ 11,300.00	\$ 32,660.28
433 - Government Grants	\$ 441,250.00	\$ 475,069.96	\$ 507,935.00	\$ 508,809.00
434 - Foundation & Trust Grants	\$ 5,500.00	\$ 1,800.00	\$ 15,000.00	\$ 17,000.00
435 - Corporate Contributions	\$ 13,000.00	\$ 17,500.00	\$ 40,000.00	\$ 5,347.22
440 - Program Service Revenue	\$ 3,250.00	\$ 2,035.00	\$ 5,500.00	\$ 6,361.82
450 - Other Revenue				
451 - Investments	\$ 220.00	\$ 474.26	\$ 450.00	\$ 51.73
452 - Rentals	\$ 750.00	\$ 1,230.00	\$ 1,500.00	\$ 1,700.50
453 - Fundraising events (non-contrib.)	\$ 97,100.00	\$ 26,200.01	\$ 29,500.00	\$ 15,658.00
454 - Inventory Sales	\$ 10,000.00	\$ 9,970.58	\$ 9,000.00	\$ 8,033.05
460 - Miscellaneous Revenue	\$ 2,000.00	\$ 1,188.67	\$ 3,700.00	\$ 686.96
TOTAL INCOME	\$ 620,940.00	\$ 584,317.63	\$ 656,085.00	\$ 637,543.48
600 - Awards & Grants				
601 - Awards & Grants to Organizations	\$ 217,000.00	\$ 189,435.00	\$ 223,000.00	\$ 216,447.00
602 - Awards & Grants to Individuals	\$ 1,000.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00
610 - Salaries & Related Expenses				
611 - Salaries & Wages	\$ 152,701.00	\$ 133,680.02	\$ 153,000.00	\$ 172,523.87
612 - IRA Employer Contributions	\$ 2,115.00	\$ 1,974.94	\$ 2,500.00	\$ 3,718.67
613 - Employee Benefits - not pension	\$ 14,364.00	\$ 9,708.66	\$ 10,500.00	\$ 12,189.78
614 - Payroll taxes & fees	\$ 12,591.00	\$ 12,058.73	\$ 15,175.00	\$ 12,981.83
620 - Fees for Services				
621 - Accounting Fees	\$ 21,500.00	\$ 21,885.00	\$ 25,600.00	\$ 10,290.00
622 - Legal Fees	\$ 1,500.00	\$ 217.00	\$ 2,500.00	\$ 11,558.27
623 - Artist Fees	\$ 20,000.00	\$ 3,925.00	\$ 20,000.00	\$ 4,250.00
630 - Advertising, Printing & Promotion	\$ 19,995.00	\$ 9,430.50	\$ 45,223.75	\$ 17,750.72
640 - Office Expenses				
641 - Postage, Mailing Service	\$ 1,975.00	\$ 2,277.22	\$ 5,000.00	\$ 2,589.54
642 - Supplies	\$ 31,625.00	\$ 8,538.51	\$ 19,223.75	\$ 11,355.70
643 - Telephone, Telecommunications	\$ 6,400.00	\$ 6,681.27	\$ 5,400.00	\$ 5,924.73
650 - Information Technology	\$ 1,000.00	\$ 797.39	\$ 2,500.00	\$ 3,852.24
660 - Occupancy				

Arts Council of Brazos Valley
Proposed Budget and Financial History by Account

Account	2010-2011 Proposed Budget	2009-2010 Actual (September Projected)	2009-2010 Approved Budget	2008-2009 Actual Budget
661 - Facility & Equipment Rental	\$ 5,929.00	\$ 5,537.26	\$ 5,000.00	\$ 17,412.16
662 - Security	\$ 900.00	\$ 480.00	\$ 4,400.00	\$ 955.00
663 - Maintenance & Janitorial	\$ 4,200.00	\$ 11,110.63	\$ 4,200.00	\$ 3,048.51
664 - Pest Control	\$ 600.00	\$ 450.00	\$ 600.00	\$ 404.18
665 - Utilities	\$ 17,500.00	\$ 16,603.63	\$ 15,000.00	\$ 15,391.86
666 - Depr. & Amort - Allowable	\$ -	\$ -	\$ -	\$ -
667- Mortgage Interest	\$ 19,250.00	\$ 25,465.03	\$ 25,000.00	\$ 40,249.58
670 - Travel				
671 · Travel & In-region Mileage	\$ 3,175.00	\$ 1,837.06	\$ 3,000.00	\$ 2,084.35
672 · Conference, Convention, Meeting	\$ 1,250.00	\$ 310.00	\$ 3,250.04	\$ 1,406.84
673 · Meals/Catering Fees	\$ 9,930.00	\$ 9,733.66	\$ 27,172.50	\$ 13,320.83
680 - Insurance	\$ 6,000.00	\$ 4,982.80	\$ 2,850.00	\$ 4,029.50
690 - Other expenses				
691 · Bank Charges	\$ 150.00	\$ 227.65	\$ 500.00	\$ 514.85
692 · Credit Card Charges	\$ 1,200.00	\$ 881.81	\$ 2,000.00	\$ 1,558.72
693 · Donated Goods and Services	\$ -	\$ (450.00)	\$ -	\$ 1,420.00
694 · Memberships and Dues	\$ 1,500.00	\$ 1,125.00	\$ 1,500.00	\$ 1,294.25
695 · Training & Development	\$ 1,250.00	\$ 1,200.00	\$ -	\$ -
696 · Gallery Opening Events	\$ 5,500.00	\$ 2,278.03	\$ 2,500.00	\$ 1,356.37
697 · Artist Commission	\$ 6,162.50	\$ 5,313.30	\$ 5,550.00	\$ 5,886.06
698 · Host Commission	\$ 2,760.00	\$ 838.97	\$ 3,000.00	\$ 1,816.80
699 · Other Costs	\$ 8,300.00	\$ 1,940.63	\$ 1,000.00	\$ 942.78
TOTAL EXPENSE	\$ 599,472.50	\$ 491,974.70	\$ 638,645.04	\$ 601,024.99
Other Income/Expense				
Debt Paydown	\$ -	\$ -	\$ (24,000.00)	\$ -
Mortgage Principle Paydown	\$ (21,000.00)	\$ (21,000.00)	# \$ (12,965.94)	# \$ (11,278.54)
NET INCOME	\$ 467.50	\$ 71,342.93	\$ (19,525.98)	\$ 25,239.95

October 25, 2010
Consent Agenda Item No. 2k
Southwood 5-7 Rehabilitation Project
Project Numbers: STWOC & WTWOC

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on a Construction Services Contract with Elliot Construction, Ltd. in the amount of \$3,792,932.70 for the construction of the Southwood 5-7 Utility Rehabilitation Project.

Relationship to Strategic Goals: Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure and Goal II.1, Preserving and restoring older neighborhoods.

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

Summary: This project includes the rehabilitation of water and wastewater lines in the Southwood area, in the vicinity of Southwest Parkway, FM2818, Glade St., Welsh, and Shadowwood. The sanitary sewer lines are in need of replacement due to an increase in service disruptions caused by deteriorating lines, shallow lines, and poor access. The water distribution lines are also deteriorating and some are undersized and do not provide adequate fire protection.

Bids were solicited for the project and only one was received from Elliot Construction, Ltd. Two alternate bid items have been included in the project including a seal coat for impacted streets and the replacements of culverts along Nueces near the high school athletic practice fields.

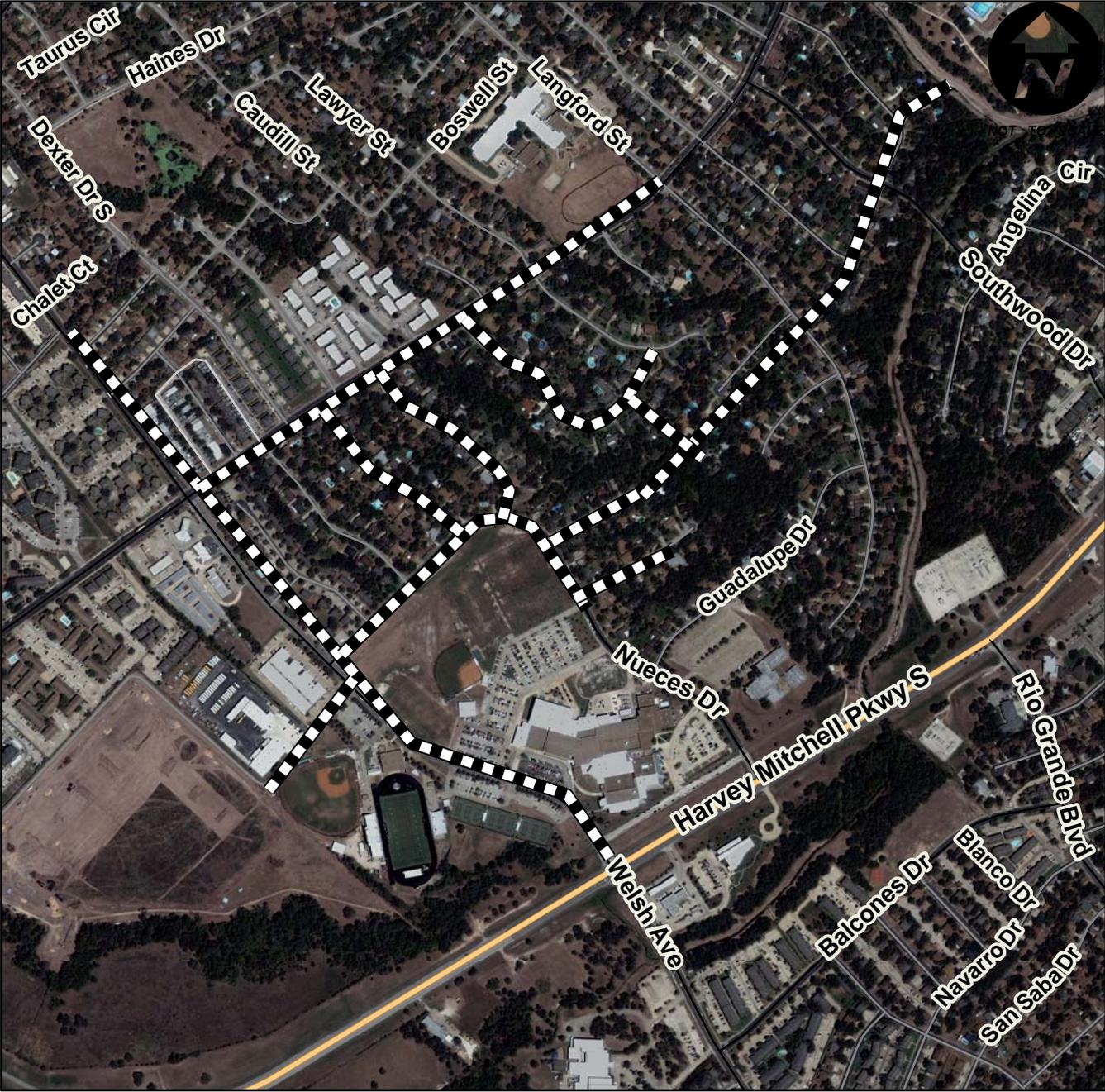
Budget & Financial Summary:

Funds in the amount of \$2,197,663 are budgeted for this project in the Water Capital Improvement Projects Fund and \$2,805,515 is budgeted for this project in the Wastewater Capital Improvement Projects Fund. \$548,374.31 has been expended or committed to date, leaving a balance of \$4,454,803.69. Additionally, the replacement culverts alternate bid item, which is \$56,149 of the total contract amount, will be paid out of the Drainage Utility Fund. \$200,000 is budgeted and available for Minor Drainage Improvement projects in the Drainage Utility Fund, and \$56,149 of these funds will be allocated to this project.

Attachments:

1. Project Map
2. Bid Tabulation
3. Resolution

Southwood 5-7 Utility Rehabilitation Project Location Map



CITY OF COLLEGE STATION
SOUTHWOOD 5-7 WATER AND WASTEWATER REHABILITATION PROJECT
ITB 11-03 BID TABULATION

Item	Qty	Unit	Description	Unit Cost	Total
General Construction Items Base Bid					
1	1	LS	Mobilization and project overhead (not to exceed 5% of work items) per lump sum	\$60,000.00	\$60,000.00
2	1	LS	Traffic Control as per the plans and specifications, complete and in place per lump sum	\$30,000.00	\$30,000.00
3	26,885	LF	Trench Safety as per the plans and specifications, complete and in place per linear foot	\$1.00	\$26,885.00
4	1	LS	Sedimentation and erosion control, including silt barriers, SWPPP, etc. installation maintenance and removal, complete and in place per lump sum	\$7,500.00	\$7,500.00
5	3	AC	Re-seed disturbed areas as per the plans and specifications per acre	\$250.00	\$750.00
6	9,119	LF	Tree Treatment: Fencing, complete and in place per linear foot	\$2.00	\$18,238.00
7	3	EA	Tree Treatment: Fertilization as per the plans and specifications, complete and in place per each	\$100.00	\$300.00
8	79	Sq In	Tree Treatment: Relocation, complete and in place per square inch	\$21.50	\$1,698.50
9	715	LF	Tree Treatment: Root Pruning as per the plans and specifications, complete and in place per linear foot	\$4.50	\$3,217.50
10	86	EA	Tree Treatment: Trim Clearance as per the plans and specifications, complete and in place per each	\$100.00	\$8,600.00
11	2,300	Sq In	Tree Treatment: Tree Removal as per the plans and specifications, complete and in place per square inch	\$1.25	\$2,875.00
12	199	Sq In	Tree Treatment: Stump Grinding including disposal as per the plans and specifications per square inch	\$5.70	\$1,134.30
13	3	EA	Tree Treatment: Pot Hole for Root Inspection as per the plans and specifications per each	\$285.00	\$855.00
General Construction Items Base Bid Subtotal				\$162,053.30	
Sanitary Sewer Line Items Base Bid					
Sanitary Sewer Line Items: Segment "A"					
14	259	LF	Furnish and Install 8" DR 26 ASTM D-3034 PVC sewer pipe by open-cut as per the plans and specifications, complete and in place per linear foot	\$32.50	\$8,417.50
15	385	LF	Furnish and Install 8" DR 26 ASTM D-3034 PVC sewer pipe by open-cut with structural backfill as per the plans and specifications, complete and in place per linear foot	\$60.40	\$23,254.00
16	40	LF	Furnish and Install 10" DR 26 ASTM D-3034 PVC sewer pipe by open-cut with structural backfill as per the plans and specifications, complete and in place per linear foot	\$66.55	\$2,662.00
17	847	LF	Furnish and Install 12" DR 26 ASTM D-3034 PVC sewer pipe by open-cut with structural backfill as per the plans and specifications, complete and in place per linear foot	\$69.00	\$58,443.00
18	2,588	LF	Furnish and Install 18" DR 26 ASTM F679 PVC sewer pipe by open-cut with structural backfill as per the plans and specifications, complete and in place per linear foot	\$109.00	\$282,092.00
19	189	LF	Furnish and Install 8" DR 26 ASTM D-2241 PVC sewer pipe by open-cut with structural backfill as per the plans and specifications, complete and in place per linear foot	\$69.00	\$13,041.00
20	194	LF	Furnish and Install 18" ANSI/AWWA C151/A21.5 CL 250 DI sewer pipe by open-cut as per the plans and specifications, complete and in place per linear foot	\$88.00	\$17,072.00
21	111	LF	Furnish and Install 18" ANSI/AWWA C151/A21.5 CL 250 DI sewer pipe by open-cut with structural backfill, as per the plans and specifications, complete and in place per linear foot	\$150.00	\$16,650.00
22	358	LF	Furnish and install 18" ANSI/AWWA C151/A21.5 CL 250 DI sewer pipe with restraint joint gaskets in encasement (Item #27) as per the plans and specifications, complete and in place per linear foot	\$138.50	\$49,583.00
23	529	LF	Furnish and Install 18" DR 26 ASTM F679 PVC sewer pipe by open-cut as per the plans and specifications, complete and in place per linear foot	\$49.00	\$25,921.00
24	295	LF	Furnish and install 8" ASTM D-2241 DR 26 PVC sewer pipe in encasement (Item #26) restrained joints and end seals, as per the plans and specifications, complete and in place per linear foot	\$37.20	\$10,974.00

CITY OF COLLEGE STATION
SOUTHWOOD 5-7 WATER AND WASTEWATER REHABILITATION PROJECT
ITB 11-03 BID TABULATION

Item	Qty	Unit	Description	Unit Cost	Total
25	24	LF	Furnish and Install 8" ASTM D-2241 DR 26 PVC sewer pipe by open-cut restrained joints and end seals, as per the plans and specifications, complete and in place per linear foot	\$34.15	\$819.60
26	295	LF	Furnish and Install 16" steel casing pipe by dry bore including spacers and end seals, as per the plans and specifications, complete and in place per linear foot	\$258.00	\$76,110.00
27	358	LF	Furnish and Install 30" steel casing pipe by dry bore including spacers and end seals, as per the plans and specifications, complete and in place per linear foot	\$419.00	\$150,002.00
28	9	EA	Furnish and install 4-ft Dia Std concrete manhole with structural backfill, as per the plans and specifications, complete and in place per each	\$2,835.00	\$25,515.00
29	2	EA	Furnish and install 4-ft Dia concrete "doghouse" manhole with structural backfill, as per the plans and specifications, complete and in place per each	\$3,251.00	\$6,502.00
30	4	EA	Furnish and install 5-ft Dia Std concrete manhole with non-structural backfill as per the plans and specifications, complete and in place per each	\$3,540.00	\$14,160.00
31	9	EA	Furnish and install 5-ft Dia Std concrete manhole with structural backfill as per the plans and specifications, complete and in place per each	\$5,010.00	\$45,090.00
32	1	EA	Furnish and install 5-ft Dia Std concrete manhole with structural backfill and watertight lid, as per the plans and specifications, complete and in place per each	\$5,010.00	\$5,010.00
33	2	EA	Furnish and install 5-ft Dia concrete manhole with watertight lid, as per the plans and specifications, complete and in place per each	\$3,256.00	\$6,512.00
34	1	EA	Furnish and install 5-ft Dia concrete "doghouse" manhole, as per the plans and specifications, complete and in place per each	\$4,675.00	\$4,675.00
35	2	EA	Furnish and install 5-ft Dia concrete drop manhole with watertight lid, as per the plans and specifications, complete and in place	\$3,760.00	\$7,520.00
36	1,514	SY	Saw-cut exist asphalt surface, remove and dispose of debris, and replace asphalt surface as per the plans and specifications, complete and in place per square yard	\$22.50	\$34,065.00
37	19	SY	Saw-cut existing concrete surface 4" thk, remove and dispose of debris, replace concrete surface per the plans and specifications, complete and in place per square yard	\$38.00	\$722.00
38	375	SY	Saw-cut existing concrete drive 4" thk, remove and dispose of debris, replace concrete drive per the plans and specifications, complete and in place per square yard	\$38.00	\$14,250.00
39	180	LF	Saw-cut exist curb and gutter, remove and dispose of debris, replace curb and gutter as per the plans and specifications, complete and in place per linear foot	\$20.00	\$3,600.00
40	790	SY	Remove and replace exist 6' sidewalk, including saw-cut, steel, exp/contr joints and disposal of debris as per the plans and specifications, complete and in place per square yard	\$38.00	\$30,020.00
41	1	LS	Segment "A" Sta 55+89.59 Remove existing manhole, dispose of materials, by-pass pump exist flows until prop manhole is completed. per lump sum	\$3,500.00	\$3,500.00
42	1	LS	Segment "A" Furnish and install 5-ft Dia concrete manhole (MH A-32) with watertight lid as per the plans and specifications, complete and in place per lump sum	\$5,450.00	\$5,450.00
43	1	LS	Segment "A" Make connection of existing 18" DIP sewer to prop MH A-32 as per the plans and specifications, complete and in place per lump sum	\$2,500.00	\$2,500.00
44	1	LS	Furnish and install 5-ft Dia concrete manhole (MH A-29) with watertight lid including by-pass pumping, as per the plans and specifications, complete and in place per lump sum	\$3,355.00	\$3,355.00
45	1	LS	Make connection of existing 6" VCP sewer to prop MH A-29 as per the plans and specifications, complete and in place per lump sum	\$250.00	\$250.00
46	1	LS	Furnish and install 5-ft Dia concrete manhole (MH A-25) with structural backfill including by-pass pumping, as per the plans and specifications, complete and in place per lump sum	\$4,750.00	\$4,750.00
47	1	LS	Make connection of existing 6" VCP sewer to prop MH A-25 as per the plans and specifications, complete and in place per lump sum	\$920.00	\$920.00
48	1	LS	Furnish and install 4-ft Dia concrete "doghouse" manhole (MH A-26) with watertight lid including by-pass pumping, as per the plans and specifications, complete and in place per lump sum	\$2,995.00	\$2,995.00
49	1	LS	Make connection of existing 6" VCP sewer to prop MH A-26 as per the plans and specifications, complete and in place per lump sum	\$200.00	\$200.00

CITY OF COLLEGE STATION
SOUTHWOOD 5-7 WATER AND WASTEWATER REHABILITATION PROJECT
ITB 11-03 BID TABULATION

Item	Qty	Unit	Description	Unit Cost	Total
50	19	EA	Furnish and Install 4" DR 26 ASTM 3034 PVC short-side service line (from trunkline to existing service line or ROW, whichever is encountered first) including service saddle on 18" sewer line, structural backfill to 5-ft BoC, remove and replace curb & gutter and dispose of debris, all fittings including clean-out and tie-in, trench safety as needed, re-sod where trench width exceeds 6", as per the plans and specifications, complete and in place per each	\$720.00	\$13,680.00
51	5	EA	Furnish and Install 4" DR 26 ASTM 3034 PVC long-side service line (from trunkline to existing service line or ROW, whichever is encountered first) including service saddle on 18" sewer line, structural backfill to 5-ft BoC, remove and replace curb & gutter and dispose of debris, all fittings including clean-out and tie-in, trench safety as needed, re-sod where trench width exceeds 6", as per the plans and specifications, complete and in place per each	\$1,375.00	\$6,875.00
52	1	LS	Sta 37+57.76 Segment "A" Furnish and Install 4" DR 26 ASTM 3034 PVC short-side service line including service saddle on 18" DI sewer line, wye (2) clean-outs, tie-in to exist (2) service lines, including all fittings, re-sod yard, as per the plans and specifications, complete and in place per lump sum	\$930.00	\$930.00
53	4	EA	Furnish and Install temporary re-connection of exist 4" long-side services along King Arthur, as per the plans and specifications complete and in place per each	\$100.00	\$400.00
54	5	SY	Sta 54+82.51 Segment "A" Saw-cut existing concrete path, remove and dispose of debris, replace path as per the plans and specifications, complete and in place per square yard	\$40.00	\$200.00
55	1	LS	Sta 39+44.49 Segment "A" Remove existing manhole, dispose of debris, tie exist 8" VCP san sewer line to prop MH A-23 as per the plans and specifications, complete and in place per lump sum	\$1,600.00	\$1,600.00
56	1	LS	Sta 28+27.92 Segment "A" Furnish and install 5-ft concrete manhole (A-17), as per the plans and specifications, complete and in place per lump sum	\$6,210.00	\$6,210.00
57	1	LS	Sta 28+27.92 Segment "A" Make temporary connections of exist 12" sewer and (2) 6" sewers to prop MH A-17 sewer as per the plans and specifications, complete and in place per lump sum	\$1,500.00	\$1,500.00
58	1	LS	Sta 24+73.25 Segment "A" (Sta 00+26.70 Profile-B) Remove existing manhole including bypass pumping and disposal of debris, as per the plans and specifications, complete and in place per lump sum	\$1,000.00	\$1,000.00
59	1	LS	Segment "A" Sta 00+26.70 (Profile-B) Remove existing 10" san sewer line, dispose of materials per the plans and specifications, complete and in place per lump sum	\$250.00	\$250.00
60	1	LS	Segment "A" Sta 00+46.50 (Profile-B) connect prop 10" san sewer to exist 10" san sewer as per the plans and specifications, complete and in place per lump sum	\$200.00	\$200.00
61	4	LS	Furnish and install temp plug and block-out on Segment "A" MHs A-5, A-7, A-9, A-11 for prop sewer lines as per the plans and specifications per lump sum	\$50.00	\$200.00
62	162	LF	Remove and replace exist 6' wood privacy fence including disposal of debris as per the plans and specifications, complete and in place per linear foot	\$16.00	\$2,592.00
63	190	LF	Remove and replace exist chain-link fence including disposal of debris, as per the plans and specifications, complete and in place per linear foot	\$24.00	\$4,560.00
64	202	SY	Remove and replace exist drainage flume 4" thk including disposal of debris, as per the plans and specifications, complete and in place per square yard	\$60.00	\$12,120.00
65	214	LF	Grout-fill exist 4" sewer line including all caps, plugs, etc, as per the plans and specifications, complete and in place per linear foot	\$5.00	\$1,070.00
66	128	LF	Grout-fill exist 6" sewer line including all caps, plugs, etc, as per the plans and specifications, complete and in place per linear foot	\$5.00	\$640.00
67	658	LF	Grout-fill exist 8" sewer line including all caps, plugs, etc, as per the plans and specifications, complete and in place per linear foot	\$5.00	\$3,290.00
68	1,783	LF	Grout-fill exist 10" sewer line including all caps, plugs, etc, as per the plans and specifications, complete and in place per linear foot	\$5.00	\$8,915.00
69	2,908	LF	Grout-fill exist 12" sewer line including all caps, plugs, etc, as per the plans and specifications, complete and in place per linear foot	\$6.00	\$17,448.00

CITY OF COLLEGE STATION
SOUTHWOOD 5-7 WATER AND WASTEWATER REHABILITATION PROJECT
ITB 11-03 BID TABULATION

Item	Qty	Unit	Description	Unit Cost	Total
70	662	LF	Grout-fill exist 15" sewer line including all caps, plugs, etc, as per the plans and specifications, complete and in place per linear foot	\$8.00	\$5,296.00
71	11	EA	Abandon exist manhole in place including all caps, plugs, etc necessary, as per the plans and specifications, complete and in place per each	\$375.00	\$4,125.00
72	1	EA	Abandon exist manhole in place including structural backfill, all caps, plugs, etc necessary, as per the plans and specifications, complete and in place per each	\$500.00	\$500.00
73	556	SY	Re-sod disturbed yards, as per the plans and specifications complete and in place per square yard	\$5.55	\$3,085.80
74	51	LF	Install, maintain and remove temporary chain-link fencing Segment "A" from Sta 18+50 to Sta 19+02.73 as per the plans and specifications, complete and in place per linear foot	\$18.50	\$943.50
75	339	LF	Install, maintain and remove temporary chain-link fencing Segment "A" from Sta 15+11.32 to Sta 18+50 as per the plans and specifications, complete and in place per linear foot	\$18.50	\$6,271.50
76	3	EA	Cut existing VCP sewer line at Segment "A" MH (A-6, A-8, A-10), make temp connection to proposed manhole, including bypass pumping until temp connection complete, as per the plans and specifications, complete and in place per each	\$500.00	\$1,500.00
77	1	LS	Remove and replace exist Type 2 ambulatory ramp at Nueces and Welsh including disposal of debris, as per the plans and specifications, complete and in place per lump sum	\$850.00	\$850.00
78	12	LF	Placement and removal of non-structural backfill for prop sewer line at storm sewers, Segment "A" Sta 11+45.42 and Sta 14+79.46 as per the plans and specifications, complete and in place per linear foot	\$10.00	\$120.00
79	1	LS	Segment "A" Sta 1+00 Furnish and install 4-ft Dia concrete manhole (MH A-1) as per the plans and specifications, complete and in place per lump sum	\$2,080.00	\$2,080.00
80	1	LS	Segment "A" Sta 1+00 Tie-in exist 8" san sewer service to prop san sewer line, as per the plans and specifications, complete and in place per lump sum	\$250.00	\$250.00
81	1	LS	Segment "A" Sta 1+02.70 Tie-in exist 4" san sewer service to prop MH A-1, as per the plans and specifications, complete and in place per lump sum	\$250.00	\$250.00
82	1	LS	Segment "A" Sta 1+00 Tie-in exist 8" san sewer trunkline to prop MH A-1 including bypass pumping, as per the plans and specifications, complete and in place per lump sum	\$250.00	\$250.00
83	1	LS	"Arboles Cr Sewer Lateral" Segment "A" Sta 1+00 tie-in prop 8" san sewer line to exist manhole including re-work MH invert, as per the plans and specifications, complete and in place per lump sum	\$800.00	\$800.00
84	20	SY	Remove and replace gravel drive as per the plans and specifications, complete and in place per square yard	\$5.00	\$100.00
85	5,166	LF	T.V. Inspection of all Segment "A" lines as per the plans and specifications per linear foot	\$2.00	\$10,332.00
86	15	CF	3/4" to 1" special trench bedding limestone rock for encountered groundwater, complete and in place per cubic foot	\$20.00	\$300.00
Sanitary Sewer Private Service Lines Segment "A"					
87	4	EA	Furnish and install 4" private service line on Arboles from ROW to house line including all fittings, tie-in, re-sod yard where trench width is greater than 6 inches , as per the plans and specifications, complete and in place per each	\$1,990.00	\$7,960.00
88	10	SY	Saw-cut, remove and replace concrete paving where directed by the engineer including disposal of debris as per the plans and specifications, complete and in place per square	\$38.00	\$380.00
89	10	SY	Saw-cut, remove and replace exposed aggregate paving where directed by the engineer including disposal of debris as per the plans and specifications, complete and in place per square yard	\$40.00	\$400.00
90	10	LF	Slick-bore 4" sewer service line to avoid tree, structure, etc. as per the plans and specifications, complete and in place per linear foot	\$30.00	\$300.00
Sanitary Sewer Line Items: Segments "C,D,E,F,G,J,K"					
91	2,450	LF	Furnish and Install 8" DR 26 ASTM 3034 PVC sewer pipe by open-cut with structural backfill as per the plans and specifications, complete and in place per linear foot	\$94.00	\$230,300.00
92	4,127	LF	Furnish and Install 6" DR 26 ASTM 3034 PVC sewer pipe by open-cut with structural backfill as per the plans and specifications, complete and in place per linear foot	\$94.00	\$387,938.00

CITY OF COLLEGE STATION
SOUTHWOOD 5-7 WATER AND WASTEWATER REHABILITATION PROJECT
ITB 11-03 BID TABULATION

Item	Qty	Unit	Description	Unit Cost	Total
93	118	LF	Furnish and Install 8" DR 26 ASTM 3034 PVC sewer pipe with restrained joints in 16" casing (Item #94) as per the plans and specifications, complete and in place per linear foot	\$39.00	\$4,602.00
94	118	LF	Furnish and Install 16" steel casing pipe by dry bore including spacers and end seals, as per the plans and specifications, complete and in place per linear foot	\$317.00	\$37,406.00
95	29	EA	Furnish and Install 4" DR 26 ASTM 3034 PVC short-side service line including service tee, structural backfill to 5-ft BoC or sidewalk, curb/ gutter replacement, clean-out, trench safety as needed, re-seed/ re-sod, etc. as per the plans and specifications, complete and in place per each	\$400.00	\$11,600.00
96	30	EA	Furnish and Install 4" DR 26 ASTM 3034 PVC long-side service line including service tee, structural backfill to 5-ft BoC or sidewalk, curb/ gutter replacement, clean-out, trench safety as needed, re-seed/ re-sod, etc. as per the plans and specifications, complete and in place per each	\$782.00	\$23,460.00
97	1	EA	Furnish and Install 4" DR 26 ASTM 3034 PVC extra-long long-side service line including service tee, structural backfill to 5-ft BoC or sidewalk, curb/ gutter to 5-ft BoC and curb/ gutter replacement, clean-out, trench safety as needed, reseed/ resod, etc. as per the plans and specifications per each	\$1,600.00	\$1,600.00
98	4	EA	Furnish and Install 6" DR 26 ASTM 3034 PVC short-side service line including service tee, structural backfill to 5-ft BoC or sidewalk, curb/ gutter replacement, clean-out, re-seed/ re-sod, etc. as per the plans and specifications, complete and in place per each	\$563.00	\$2,252.00
99	5	EA	Furnish and Install 6" DR 26 ASTM 3034 PVC long-side service line including service tee, structural backfill to 5-ft BoC or sidewalk, curb/ gutter replacement, clean-out, trench safety as needed, re-seed/ re-sod, etc. as per the plans and specifications, complete and in place per each	\$970.00	\$4,850.00
100	1	EA	Furnish and Install 6" DR 26 ASTM 3034 PVC extra-long long-side service line including service tee, structural backfill to 5-ft BoC or sidewalk, curb/ gutter to 5-ft BoC and curb/ gutter replacement, clean-out, trench safety as needed, reseed/ resod, etc. as per the plans and specifications per each	\$1,700.00	\$1,700.00
101	4,774	SY	Saw-cut asphalt street, remove debris, and replace asphalt surface including disposal of debris as per the plans and specifications, complete and in place per square yard	\$22.50	\$107,415.00
102	1	SY	Saw-cut existing concrete surface, remove debris and replace concrete surface including disposal of debris per the plans and specifications, complete and in place per square yard	\$38.00	\$38.00
103	35	LF	Saw-cut, remove and replace curb and gutter including disposal of debris as per the plans and specifications, complete and in place per linear foot	\$20.00	\$700.00
104	48	EA	Furnish and install 4-ft Dia Std concrete manhole with structural backfill as per the plans and specifications, complete and in place per each	\$2,575.00	\$123,600.00
105	6	EA	Tie in proposed 6" san sewer Segments "C,D,E,G" to proposed manhole, complete and in place per each	\$500.00	\$3,000.00
106	1	EA	Tie in proposed 8" Segment "F" san sewer to proposed manhole, complete and in place per each	\$500.00	\$500.00
107	1	EA	Furnish and install 6" std clean-out for main line including meter box and backfill as per the plans and specifications, complete and in place per each	\$300.00	\$300.00
108	1	EA	Exist 4-ft manhole to be removed including backfill, disposal of debris, etc as per the plans and specifications, complete and in place per each	\$500.00	\$500.00
109	5	SY	Remove and replace exist 4' sidewalk, including saw-cut, steel, exp/contr joints and disposal of debris as per the plans and specifications, complete and in place per each	\$38.00	\$190.00
110	4	SY	Remove and replace exist 3' sidewalk, including saw-cut, steel, exp/contr joints and disposal of debris as per the plans and specifications, complete and in place per each	\$38.00	\$152.00
111	12	EA	Abandon 4-ft manhole as per the plans and specifications, complete and in place per each	\$375.00	\$4,500.00
112	4,073	LF	Grout fill exist 6" sewer line including all caps and plugs, etc., as per the plans and specifications, complete and in place per linear foot	\$5.00	\$20,365.00
113	1,060	LF	Grout fill exist 8" sewer line including all caps and plugs, etc., as per the plans and specifications, complete and in place per linear foot	\$5.00	\$5,300.00
114	10	LF	Grout fill exist 10" sewer line including all caps and plugs, etc., as per the plans and specifications, complete and in place per linear foot	\$5.00	\$50.00

CITY OF COLLEGE STATION
SOUTHWOOD 5-7 WATER AND WASTEWATER REHABILITATION PROJECT
ITB 11-03 BID TABULATION

Item	Qty	Unit	Description	Unit Cost	Total
115	6,665	LF	T.V. Inspection of all lines as per the plans and specifications, complete and in place per linear foot	\$2.00	\$13,330.00
116	1	LS	Segment "J" Sta 12+38.90 Furnish and install 4-ft Dia concrete manhole (MH K-1) including structural backfill as per the plans and specifications, complete and in place per lump sum	\$2,800.00	\$2,800.00
117	1	LS	Segment "J" Sta 19+62.83 Furnish and install 4-ft Dia concrete "doghouse" manhole (MH F-1) including structural backfill as per the plans and specifications, complete and in place per lump sum	\$2,800.00	\$2,800.00
118	1	LS	Segment "J" Sta 19+62.83 Tie exist 6" san sewer line into prop manhole (MH K-1) including structural backfill as per the plans and specifications, complete and in place per lump sum	\$250.00	\$250.00
119	1	LS	Segment "J" Sta 10+41.24 Tie prop 8" sewer line into exist manhole including re-work invert, plug exist outlet as per the plans and specifications, complete and in place per lump sum	\$500.00	\$500.00
Sanitary Sewer Private Service Lines Segments "C,D,E,F,G,K"					
120	71	EA	Furnish and install 4" private service line from ROW to house line including all fittings, resod where trench width is greater than 4' and tie-in as per the plans and specifications, complete and in place per each	\$1,940.00	\$137,740.00
121	120	SY	Saw-cut, remove and replace concrete paving where directed by the engineer including disposal of debris as per the plans and specifications, complete and in place per square yard	\$38.00	\$4,560.00
122	120	SY	Saw-cut, remove and replace exposed aggregate paving where directed by the engineer including disposal of debris as per the plans and specifications, complete and in place per square yard	\$41.00	\$4,920.00
123	120	LF	Slick-bore sewer service line to avoid tree, structure, etc. per linear foot	\$30.00	\$3,600.00
124	5	EA	Furnish and install 6" private service line from ROW to serve (2) fourplex units on Yellowhouse including all fittings and tie-in as per the plans and specifications, complete and in place per each	\$1,950.00	\$9,750.00
125	2	EA	Furnish and install 6" private service line from ROW to serve 1802 Yellowhouse (4plex) and 1806 Yellowhouse (4plex) separately including all fittings and tie-in as per the plans and specifications, complete and in place per each	\$1,950.00	\$3,900.00
126	1	LS	Furnish and install 6" private service line from ROW to serve 1810 Yellowhouse and 1811 & 1813 Welsh including all fittings and tie-ins as per the plans and specifications, complete and in place per lump sum	\$2,800.00	\$2,800.00
127	1	LS	Furnish and install 6" private service line from ROW to serve 1812, 1814 & 1816 Yellowhouse and 1815 & 1817 Welsh including all fittings and tie-ins as per the plans and specifications, complete and in place per lump sum	\$3,500.00	\$3,500.00
Sanitary Sewer Line Items Subtotal Base Bid				\$2,249,143.90	
Water Line Items Base Bid					
Water Line Items: Segment "B"					
128	2,955	LF	Furnish and Install 12" AWWA C-900 DR-14 CL 200 PVC water pipe by open-cut with structural backfill as per the plans and specifications, complete and in place per linear foot	\$50.00	\$147,750.00
129	40	LF	Furnish and Install 12" AWWA C-900 DR-14 CL 200 PVC restrained-joint water pipe in ASTM 2241 encasement pipe (Item #135) with structural backfill as per the plans and specifications, complete and in place per linear foot	\$64.00	\$2,560.00
130	25	LF	Furnish and Install 8" AWWA C-900 DR-14 CL 200 PVC water pipe by open-cut with structural backfill as per the plans and specifications, complete and in place per linear foot	\$37.00	\$925.00
131	28	LF	Furnish and Install 6" ANSI/AWWA AWWA C-900 DR-14 CL 200 PVC water pipe by open-cut with structural backfill as per the plans and specifications, complete and in place per linear foot	\$33.00	\$924.00
132	434	LF	Furnish and Install 12" ANSI/AWWA AWWA C-900 DR-14 CL 200 PVC water pipe by slick bore as per the plans and specifications, complete and in place per linear foot	\$99.50	\$43,183.00
133	106	LF	Furnish and Install 12" AWWA C-900 DR-14 CL 200 PVC water pipe in encasement as per the plans and specifications, complete and in place per linear foot	\$63.00	\$6,678.00

CITY OF COLLEGE STATION
SOUTHWOOD 5-7 WATER AND WASTEWATER REHABILITATION PROJECT
ITB 11-03 BID TABULATION

Item	Qty	Unit	Description	Unit Cost	Total
134	106	LF	Furnish and Install 20" 3/8" thk steel casing pipe by bore including spacers and end seals, as per the plans and specifications, complete and in place per linear foot	\$200.00	\$21,200.00
135	40	LF	Furnish and Install 20" ASTM D2241 DR 26 casing pipe by open-cut including spacers and end seals, as per the plans and specifications, complete and in place per linear foot	\$39.00	\$1,560.00
136	5	EA	Furnish and Install 12"x6" MJ tee as per the plans and specifications, complete and in place per each	\$475.00	\$2,375.00
137	1	EA	Furnish and Install 12" MJ anchor tee as per the plans and specifications, complete and in place per each	\$735.00	\$735.00
138	4	EA	Furnish and Install 12x8" MJ anchor tee as per the plans and specifications, complete and in place per each	\$492.00	\$1,968.00
139	3	EA	Furnish and Install 12x6" MJ anchor tee as per the plans and specifications, complete and in place per each	\$450.00	\$1,350.00
140	4	EA	Furnish and Install Std Fire Hydrant Assembly including 6" valve, Gradelok, & appurtenances, remove/ replace curb, re-seed/ re-sod yard including disposal of debris as per the plans and specifications, complete and in place per each	\$3,080.00	\$12,320.00
141	11	EA	Furnish and Install 12" MJ gate valve & box as per the plans and specifications, complete and in place per each	\$1,903.00	\$20,933.00
142	1	EA	Furnish and Install 12" MJ 90 deg bend as per the plans and specifications, complete and in place per each	\$448.00	\$448.00
143	2	EA	Furnish and Install 12" MJ 45 deg bend as per the plans and specifications, complete and in place per each	\$420.00	\$840.00
144	8	EA	Furnish and Install 12" MJ 22.5 deg bend as per the plans and specifications, complete and in place per each	\$400.00	\$3,200.00
145	2	EA	Furnish and Install 12" MJ 11.25 deg bend as per the plans and specifications, complete and in place per each	\$400.00	\$800.00
146	3	EA	Waterline street crossing (see detail Sheet 30) Remove and replace exist surfaces BoC to BoC including saw-cut, repavement, disposal of debris, dowel tie-in per ST2-01 as per the plans and specifications, complete and in place per each	\$1,190.00	\$3,570.00
147	1	LS	Waterline street crossing at Nueces. Remove and replace exist surfaces BoC to BoC including saw-cut, removal and disposal of debris, dowel tie-in per ST2-01, as per the plans and specifications, complete and in place per lump sum	\$1,630.00	\$1,630.00
148	170	SY	Remove and replace existing asphalt surface (2" thk), including saw-cut, base (6"thk) and disposal of debris as per the plans and specifications, complete and in place per square yard	\$22.50	\$3,825.00
149	5	SY	Remove and replace existing concrete surface (4" thk), including saw-cut, base (4"thk) and disposal of debris as per the plans and specifications, complete and in place per square yard	\$38.00	\$190.00
150	95	SY	Remove and replace existing concrete drive (4" thk), including saw-cut, steel and disposal of debris as per the plans and specifications, complete and in place per square yard	\$38.00	\$3,610.00
151	363	SY	Remove and replace exist 4' sidewalk, including saw-cut, steel, exp/contr joints and disposal of debris as per the plans and specifications, complete and in place per square yard	\$38.00	\$13,794.00
152	512	SY	Remove and replace exist 6' sidewalk, including saw-cut, steel, exp/contr joints and disposal of debris as per the plans and specifications, complete and in place per square yard	\$38.00	\$19,456.00
153	7	EA	Furnish and Install 12"x13" anchor gland as per the plans and specifications, complete and in place per each	\$248.00	\$1,736.00
154	4	EA	Furnish and Install 6" MJxPE 45 deg bends (all) as per the plans and specifications, complete and in place per each	\$175.00	\$700.00
155	2	EA	Furnish and Install 8" MJxPE 45 deg bends (all) as per the plans and specifications, complete and in place per each	\$220.00	\$440.00
156	2	EA	Furnish and Install 8" MJ 45 deg bends (all) as per the plans and specifications, complete and in place per each	\$225.00	\$450.00
157	2	EA	Furnish and Install 6" MJ 22.5 deg bends (all) as per the plans and specifications, complete and in place per each	\$175.00	\$350.00
158	3	EA	Furnish and Install 8" MJ gate valve & box as per the plans and specifications, complete and in place per each	\$1,064.00	\$3,192.00
159	4	EA	Furnish and Install 6" MJ gate valve & box as per the plans and specifications, complete and in place per each	\$730.00	\$2,920.00

CITY OF COLLEGE STATION
SOUTHWOOD 5-7 WATER AND WASTEWATER REHABILITATION PROJECT
ITB 11-03 BID TABULATION

Item	Qty	Unit	Description	Unit Cost	Total
160	4	EA	Furnish and Install 12x1" tap, including 1" service line and tie-in to exist meter as per the plans and specifications, complete and in place per each	\$695.00	\$2,780.00
161	8	EA	Furnish and Install 12x1.5" tap (Townhomes), including service lines, wye, tie-in to exist (2) meters as per the plans and specifications, complete and in place per each	\$1,170.00	\$9,360.00
162	4	EA	Furnish and Install 12x1.5" tap (other than Townhomes), including service lines, wye, tie-in to exist (2) meters as per the plans and specifications, complete and in place per each	\$1,170.00	\$4,680.00
163	3	EA	Furnish and Install 12x2" tap, including service lines, wye, tie-in to exist meter as per the plans and specifications, complete and in place per each	\$1,530.00	\$4,590.00
164	1	EA	Furnish and Install 12x3" my tee including 3" MJ valve & box and tie-in to exist meter as per the plans and specifications, complete and in place per each	\$2,230.00	\$2,230.00
165	1	LS	Segment "B" Sta 38+81.85 Furnish and Install 12x1.5" tap including saw-cut sidewalk. Dig with minimal disturbance, service lines, wye, tie-in to exist (2) meters as per the plans and specifications, complete and in place per lump sum	\$1,250.00	\$1,250.00
166	8	EA	Remove and replace exist Type I ambulatory ramp including tie-in to adjacent sidewalk and curb, disposal of debris as per the plans and specifications, complete and in place per each	\$525.00	\$4,200.00
167	5	EA	Remove and replace exist Type II ambulatory ramp including tie-in to adjacent sidewalk and curb, disposal of debris as per the plans and specifications, complete and in place per each	\$850.00	\$4,250.00
168	4	EA	Remove exist fire hydrant, valve and valve box including backfill, re-seed/ re-sod, etc. as per the plans and specifications, complete and in place per each	\$400.00	\$1,600.00
169	11	EA	Remove exist valve box including backfill, re-seed/ re-sod, etc. as per the plans and specifications, complete and in place per each	\$100.00	\$1,100.00
170	1	LS	Segment "B" Sta 58+84.47 Furnish and install 30"x12" T,V&S (hot tap) on exist 30" CCP waterline as per the plans and specifications, complete and in place per lump sum	\$9,280.00	\$9,280.00
171	3,865	LF	Grout fill exist 8" water line including all caps and plugs, etc., as per the plans and specifications, complete and in place per linear foot	\$4.00	\$15,460.00
172	1	LS	Tie in proposed 12" water line along Welsh to proposed 12" water line along SW Pkwy as per the plans and specifications, complete and in place per lump sum	\$2,000.00	\$2,000.00
173	4	EA	Furnish and install 6" MEGA-Coupling TM as per the plans and specifications, complete and in place per each	\$235.00	\$940.00
174	2	EA	Furnish and install 8" MEGA-Coupling TM as per the plans and specifications, complete and in place per each	\$290.00	\$580.00
Water Line Items: Segments "A1,C,E,F,G,H,K,L"					
175	1,875	LF	Furnish and Install 8" AWWA C-900 DR-14 CL 200 PVC water pipe with structural backfill as per the plans and specifications, complete and in place per linear foot	\$37.00	\$69,375.00
176	2,912	LF	Furnish and Install 6" AWWA C-900 DR-14 CL 200 PVC water pipe with structural backfill as per the plans and specifications, complete and in place per linear foot	\$33.00	\$96,096.00
177	20	LF	Furnish and Install 8" AWWA C-900 DR-14 CL 200 PVC restrained joint water pipe by open-cut in 16" casing as per the plans and specifications, complete and in place per linear foot	\$44.00	\$880.00
178	20	LF	Furnish and Install 16" ASTM 2241 DR 26 casing pipe by open-cut including spacers and end seals, as per the plans and specifications, complete and in place per linear foot	\$28.00	\$560.00
179	4,434	LF	Furnish and Install 4" AWWA C-900 DR-14 CL 200 PVC water pipe with structural backfill as per the plans and specifications, complete and in place per linear foot	\$30.00	\$133,020.00
180	7	EA	Furnish and Install 8"x1" service tap, short-side, connect to 5/8" meter including curb/ gutter replacement, structural backfill as needed, re-seed/ re-sod yard, etc. as per the plans and specifications, complete and in place per each	\$585.00	\$4,095.00

CITY OF COLLEGE STATION
SOUTHWOOD 5-7 WATER AND WASTEWATER REHABILITATION PROJECT
ITB 11-03 BID TABULATION

Item	Qty	Unit	Description	Unit Cost	Total
181	1	EA	Furnish and Install 8"x1.5" service tap, short-side, connect to 5/8" meter including curb/gutter replacement, structural backfill as needed, re-seed/ re-sod yard, etc. as per the plans and specifications, complete and in place per each	\$955.00	\$955.00
182	15	EA	Furnish and Install 6"x1" service tap, short-side, connect to 5/8" meter including curb/gutter replacement, structural backfill as needed, re-seed/ re-sod yard, etc. as per the plans and specifications, complete and in place per each	\$570.00	\$8,550.00
183	38	EA	Furnish and Install 4"x1" service tap, short-side, connect to 5/8" meter including curb/gutter replacement, structural backfill as needed, re-seed/ re-sod yard, etc. as per the plans and specifications, complete and in place per each	\$555.00	\$21,090.00
184	4	EA	Furnish and Install 4"x1-1/2" service tap, short-side, connect to (2) 5/8" meters including curb/gutter replacement, structural backfill as needed, re-seed/ re-sod yard, etc. as per the plans and specifications, complete and in place per each	\$955.00	\$3,820.00
185	2	EA	Furnish and Install 6"x1-1/2" service tap, connect to exist service line (serving (2) 5/8" meters) in trench as per the plans and specifications, complete and in place per each	\$988.00	\$1,976.00
186	8	EA	Furnish and Install 6"x1" service tap, long-side, connect to exist copper service line in trench as per the plans and specifications, complete and in place per each	\$1,140.00	\$9,120.00
187	4	EA	Furnish and Install 4"x1" service tap, long-side, connect to exist copper service line in trench as per the plans and specifications, complete and in place per each	\$1,130.00	\$4,520.00
188	17	EA	Furnish and Install 4"x1-1/2" service tap, connect to exist service line (serving (2) 5/8" meters) in trench as per the plans and specifications, complete and in place per each	\$1,465.00	\$24,905.00
189	5	EA	Furnish and Install 6"x1-1/2" service tap, short-side, connect to (2) 1" meters including curb/gutter replacement, structural backfill as needed, re-seed/ re-sod, etc. as per the plans and specifications, complete and in place per each	\$1,060.00	\$5,300.00
190	4	EA	Furnish and Install 4"x1-1/2" service tap, short-side, connect to (2) 1" meters including curb/gutter replacement, structural backfill as needed, re-seed/ re-sod, etc. as per the plans and specifications, complete and in place per each	\$1,060.00	\$4,240.00
191	1	EA	Furnish and Install 6"x1-1/2" service tap, long-side, connect to exist copper service line in trench as per the plans and specifications, complete and in place per each	\$1,520.00	\$1,520.00
192	2	EA	Furnish and Install 4"x1" service tap, long-side, connect to exist meter on far side of street including curb/gutter replacement, structural backfill as needed, re-seed/ re-sod yard, etc. as per the plans and specifications, complete and in place per each	\$1,100.00	\$2,200.00
193	13	EA	Furnish and Install 6" Std Fire Hydrant incl. 6" valve and appurtenances including Gradelok, curb and gutter repair, re-sod yard as per the plans and specifications, complete and in place per each	\$2,976.00	\$38,688.00
194	3,571	SY	Saw-cut asphalt street, remove and dispose of debris, and replace asphalt surface as per the plans and specifications, complete and in place per square yard	\$22.50	\$80,347.50
195	9	SY	Saw-cut existing concrete drive (4" thk), remove and dispose of debris and replace concrete drive per the plans and specifications, complete and in place per square yard	\$38.00	\$342.00
196	3	SY	Saw-cut existing concrete surface (4" thk), remove and dispose of debris and replace concrete surface as per the plans and specifications, complete and in place per square yard	\$38.00	\$114.00
197	32	LF	Saw-cut, remove and replace curb and gutter including disposal of debris as per the plans and specifications, complete and in place per linear foot	\$20.00	\$640.00
198	7	EA	Furnish and Install 2" Std blow-off including end of line blocking, meter box, backfill, re-seed/ re-sod, etc as per the plans and specifications, complete and in place per each	\$630.00	\$4,410.00
199	1	EA	Furnish and Install 8" Anchor MJ tee as per the plans and specifications, complete and in place per each	\$345.00	\$345.00

CITY OF COLLEGE STATION
SOUTHWOOD 5-7 WATER AND WASTEWATER REHABILITATION PROJECT
ITB 11-03 BID TABULATION

Item	Qty	Unit	Description	Unit Cost	Total
200	1	EA	Furnish and Install 8" MJ tee as per the plans and specifications, complete and in place per each	\$360.00	\$360.00
201	7	EA	Furnish and install 8"x6" MJ anchor <u>tee</u> as per the plans and specifications, complete and in place per each	\$310.00	\$2,170.00
202	8	EA	Furnish and Install 8"x13" anchor tee as per the plans and specifications, complete and in place per each	\$148.00	\$1,184.00
203	13	EA	Furnish and Install 8" MJ 45 deg as per the plans and specifications, complete and in place per each	\$225.00	\$2,925.00
204	6	EA	Furnish and Install 8" MJ 11.25 deg as per the plans and specifications, complete and in place per each	\$200.00	\$1,200.00
205	1	EA	Furnish and Install 6" MJ cross as per the plans and specifications, complete and in place per each	\$326.00	\$326.00
206	11	EA	Furnish and Install 6" MJ tee as per the plans and specifications, complete and in place per each	\$260.00	\$2,860.00
207	1	EA	Furnish and Install 6" MJ anchor tee as per the plans and specifications, complete and in place per each	\$245.00	\$245.00
208	10	EA	Furnish and Install 6" MJ 45 deg elbow as per the plans and specifications, complete and in place per each	\$175.00	\$1,750.00
209	3	EA	Furnish and Install 6" MJ 22.5 deg elbow as per the plans and specifications, complete and in place per each	\$175.00	\$525.00
210	5	EA	Furnish and Install 6" MJ 11.25 deg elbow as per the plans and specifications, complete and in place per each	\$175.00	\$875.00
211	3	EA	Furnish and Install 8"x6" MJ reducer as per the plans and specifications, complete and in place per each	\$173.00	\$519.00
212	11	EA	Furnish and Install 6"x4" MJ reducer as per the plans and specifications, complete and in place per each	\$130.00	\$1,430.00
213	5	EA	Furnish and Install 4" MJ elbows as per the plans and specifications, complete and in place per each	\$170.00	\$850.00
214	6	EA	Furnish and Install 8" Gate Valve and Box as per the plans and specifications, complete and in place per each	\$1,064.00	\$6,384.00
215	18	EA	Furnish and Install 6" Gate Valve and Box as per the plans and specifications, complete and in place per each	\$730.00	\$13,140.00
216	10	EA	Furnish and Install 4" Gate Valve and Box as per the plans and specifications, complete and in place per each	\$625.00	\$6,250.00
217	1	EA	Furnish and Install 8" MJ cap including restraint as per the plans and specifications, complete and in place per each	\$150.00	\$150.00
218	1	EA	Furnish and Install 8" MJ plug including restraint as per the plans and specifications, complete and in place per each	\$150.00	\$150.00
219	8	EA	Remove exist fire hydrant, valve and valve box including backfill, re-seed/ re-sod, etc. as per the plans and specifications, complete and in place per each	\$400.00	\$3,200.00
220	2	EA	Remove exist air relief including re-seed/ re-sod yard, etc. as per the plans and specifications, complete and in place per each	\$200.00	\$400.00
221	12	EA	Remove exist valve box including backfill, re-seed/ re-sod yard, etc. as per the plans and specifications, complete and in place per each	\$100.00	\$1,200.00
222	1	EA	Remove exist blow-off including backfill, re-seed/ re-sod yard, etc. as per the plans and specifications, complete and in place per each	\$200.00	\$200.00
223	1	LS	Tie prop 6" WL into exist 6" WL including resod yard as per the plans and specifications, complete and in place per lump sum	\$1,000.00	\$1,000.00
224	1	LS	Tie prop 8" WL "A" into exist 8" CI WL including all fittings as per the plans and specifications, complete and in place per lump sum	\$1,000.00	\$1,000.00
225	1,623	LF	Grout fill exist 8" water line including all caps and plugs, etc., as per the plans and specifications, complete and in place per linear foot	\$4.00	\$6,492.00
Water Line Items: Segment "J"					
226	2,882	LF	Furnish and Install 12" AWWA C-900 DR-14 CL 200 PVC water pipe by open-cut with structural backfill as per the plans and specifications, complete and in place per linear foot	\$44.00	\$126,808.00
227	25	LF	Furnish and Install 6" AWWA C-900 DR-14 CL 200 PVC water pipe by open-cut with structural backfill as per the plans and specifications, complete and in place per linear foot	\$33.00	\$825.00

CITY OF COLLEGE STATION
SOUTHWOOD 5-7 WATER AND WASTEWATER REHABILITATION PROJECT
ITB 11-03 BID TABULATION

Item	Qty	Unit	Description	Unit Cost	Total
228	6	LF	Furnish and Install 4" AWWA C-900 DR-14 CL 200 PVC water pipe by open-cut with structural backfill as per the plans and specifications, complete and in place per linear foot	\$30.00	\$180.00
229	32	LF	Furnish and Install 12" AWWA C-900 DR-14 CL 200 PVC water pipe in encasement as per the plans and specifications, complete and in place per linear foot	\$63.00	\$2,016.00
230	32	LF	Furnish and Install 20" steel casing pipe by bore including spacers and end seals, as per the plans and specifications, complete and in place per linear foot	\$200.00	\$6,400.00
231	1	EA	Furnish and Install 12" MJ tee as per the plans and specifications, complete and in place per each	\$615.00	\$615.00
232	2	EA	Furnish and Install 12" MJ anchor tee as per the plans and specifications, complete and in place per each	\$735.00	\$1,470.00
233	1	EA	Furnish and Install 12x8" MJ anchor tee as per the plans and specifications, complete and in place per each	\$490.00	\$490.00
234	10	EA	Furnish and Install 12x6" MJ anchor tee as per the plans and specifications, complete and in place per each	\$450.00	\$4,500.00
235	1	EA	Furnish and Install 6" MJ tee as per the plans and specifications, complete and in place per each	\$260.00	\$260.00
236	3	EA	Furnish and Install Std Fire Hydrant Assembly including 6" valve, Gradelok, & appurtenances, remove/ replace curb, re-seed/ re-sod yard as per the plans and specifications, complete and in place per each	\$3,080.00	\$9,240.00
237	12	EA	Furnish and Install 12" MJ gate valve & box as per the plans and specifications, complete and in place per each	\$1,903.00	\$22,836.00
238	1	EA	Furnish and Install 12" MJ plug including restraint as per the plans and specifications, complete and in place per each	\$150.00	\$150.00
239	12	EA	Furnish and Install 12" MJ 22.5 deg bend as per the plans and specifications, complete and in place per each	\$400.00	\$4,800.00
240	2	EA	Furnish and Install 12" MJ 11.25 deg bend as per the plans and specifications, complete and in place per each	\$400.00	\$800.00
241	6	SY	Waterline street crossing (see detail Sheet 51) Remove and replace exist surfaces BoC to BoC, saw-cut, steel and deposal of debris, dowel tie-in per ST2-01 as per the plans and specifications, complete and in place per square yard	\$1,190.00	\$7,140.00
242	8	SY	Remove and replace existing concrete drive (4" thk), including saw-cut, steel, deposal of debris dowel tie-in per ST2-00 as per the plans and specifications, complete and in place per square yard	\$38.00	\$304.00
243	1,114	SY	Remove and replace exist 4' sidewalk, including saw-cut, steel, exp/contr joints, deposal of debris, as per the plans and specifications, complete and in place per square yard	\$38.00	\$42,332.00
244	12	EA	Furnish and Install 12"x13" anchor gland as per the plans and specifications, complete and in place per each	\$248.00	\$2,976.00
245	10	EA	Furnish and Install 6" MJ gate valve & box as per the plans and specifications, complete and in place per each	\$730.00	\$7,300.00
246	10	EA	Furnish and Install 6" MJxPE 45 deg bends as per the plans and specifications, complete and in place per each	\$175.00	\$1,750.00
247	2	EA	Furnish and Install 4" MJxPE 45 deg bends as per the plans and specifications, complete and in place per each	\$140.00	\$280.00
248	1	EA	Furnish and Install 8" MJ gate valve & box as per the plans and specifications, complete and in place per each	\$1,064.00	\$1,064.00
249	1	EA	Furnish and Install 4" MJ gate valve & box as per the plans and specifications, complete and in place per each	\$625.00	\$625.00
250	4	EA	Furnish and Install 12x1" tap, including 1" service line and tie-in to exist meter as per the plans and specifications, complete and in place per each	\$695.00	\$2,780.00
251	1	LS	Segment "J" Sta 1+00 Tie prop 12" water line to exist 12" water line including fittings and restraint as per the plans and specifications, complete and in place per lump sum	\$2,000.00	\$2,000.00
252	1	LS	Segment "J" Sta 29+91.78 Tie prop 12" water line to exist 12" water line including fittings and restraint as per the plans and specifications, complete and in place per lump sum	\$2,000.00	\$2,000.00
253	12	EA	Remove and replace exist Type I ambulatory ramp including tie-in to adjacent sidewalk and curb, disposal of debris as per the plans and specifications, complete and in place per each	\$525.00	\$6,300.00

CITY OF COLLEGE STATION
SOUTHWOOD 5-7 WATER AND WASTEWATER REHABILITATION PROJECT
ITB 11-03 BID TABULATION

Item	Qty	Unit	Description	Unit Cost	Total
254	2	EA	Remove and replace exist Type II ambulatory ramp including tie-in to adjacent sidewalk and curb, disposal of debris as per the plans and specifications, complete and in place per each	\$850.00	\$1,700.00
255	4	EA	Remove exist fire hydrant, valve and valve box including backfill, re-seed/ re-sod, etc. as per the plans and specifications, complete and in place per each	\$400.00	\$1,600.00
256	5	EA	Remove exist valve box including backfill, re-seed/ re-sod, etc. as per the plans and specifications, complete and in place per each	\$100.00	\$500.00
257	2,872	LF	Grout fill exist 12" water line including all caps and plugs, etc., as per the plans and specifications, complete and in place per linear foot	\$5.50	\$15,796.00
258	1	EA	Remove exist air relief including backfill, re-seed/ re-sod, dispose of debris etc. as per the plans and specifications, complete and in place per each	\$200.00	\$200.00
259	1	EA	Furnish and install 4" MEGA-Coupling™ as per the plans and specifications, complete and in place per each	\$160.00	\$160.00
260	5	EA	Furnish and install 6" MEGA-Coupling™ as per the plans and specifications, complete and in place per each	\$235.00	\$1,175.00
261	2	EA	Furnish and install 12" MEGA-Coupling™ as per the plans and specifications, complete and in place per each	\$400.00	\$800.00
Water Line Items Subtotal Base Bid				\$1,243,977.50	
TOTAL BASE BID				\$3,655,174.70	
Alternate 1: Stormwater Culvert Replacement					
262	150	LF	Remove existing 30" CMP, dispose of debris as per the plans and specifications per linear foot	\$5.00	\$750.00
263	70	LF	Remove existing 64"x39" CMP Arch, including inlet structures and dispose of debris as per the plans and specifications per linear foot	\$10.00	\$700.00
264	106	SY	Remove and replace existing 2" asphalt pavement, including saw-cut, 6" compacted flexible base and disposal of debris as per the plans and specifications, complete and in place per square yard	\$22.50	\$2,385.00
265	99	LF	Remove and replace exist concrete curb and gutter, including saw-cut, reinforcing steel and disposal of debris as per the plans and specifications, complete and in place per linear foot	\$20.00	\$1,980.00
266	1	LS	Remove exist 5-ft recessed curb inlet, dispose of refuse per lump sum	\$1,500.00	\$1,500.00
267	18	SY	Remove and replace exist 6' sidewalk, including saw-cut, steel, exp/contr joints and disposal of debris as per the plans and specifications, complete and in place per square yard	\$38.00	\$684.00
268	150	LF	Furnish and Install 24" Class III RCP by open-cut with structural backfill as per the plans and specifications, complete and in place per linear foot	\$55.00	\$8,250.00
269	150	LF	Furnish and Install 30" Class III RCP by open-cut with structural backfill as per the plans and specifications, complete and in place per linear foot	\$60.00	\$9,000.00
270	70	LF	Furnish and Install 4'x3' Precast Concrete Box Culvert by open-cut with structural backfill as per the plans and specifications, complete and in place per linear foot	\$240.00	\$16,800.00
271	1	LS	Furnish and install 5-ft recessed inlet as per the plans and specifications, complete and in place per lump sum	\$5,500.00	\$5,500.00
272	1	EA	Tie prop 30" RCP to prop 5-ft recessed curb inlet, including grout invert as per the plans and specifications, complete and in place per each	\$1,000.00	\$1,000.00
273	1	EA	Tie prop 24" RCP to exist 10-ft recessed curb inlet, including grout invert as per the plans and specifications, complete and in place per each	\$800.00	\$800.00
274	1	EA	Tie prop 30" RCP to exist 10-ft recessed curb inlet, including grout invert as per the plans and specifications, complete and in place per each	\$1,000.00	\$1,000.00
275	1	EA	Tie prop 24" RCP to exist concrete headwall, including grout invert as per the plans and specifications, complete and in place per each	\$800.00	\$800.00
276	2	EA	Tie prop 4'x3' precast culvert to exist concrete headwall, including grout invert as per the plans and specifications, complete and in place per each	\$2,500.00	\$5,000.00
Total Alternate 1				\$56,149.00	
Alternate 2: Seal Coat the following streets: Yellowhouse, Leona, Medina, Hondo, Shadowwood, Comal, Arboles and Lawyer (from SWPky to south side of Shadowwood)					
277	19,700	SY	Seal coat labor, equipment and prep as per the plans and specifications, complete and in place per square yard	\$1.10	\$21,670.00

**CITY OF COLLEGE STATION
SOUTHWOOD 5-7 WATER AND WASTEWATER REHABILITATION PROJECT
ITB 11-03 BID TABULATION**

Item	Qty	Unit	Description	Unit Cost	Total
278	709	Gal	Asphalt (AC-15P or AC-20-5TR) as per the plans and specifications, complete and in place per gallon	\$11.00	\$7,799.00
279	158	CY	Aggregate (as per 32 12 36.13) as per the plans and specifications, complete and in place per cubic yard	\$330.00	\$52,140.00
Total Alternate 2				\$81,609.00	
Bid and Alternates Summation					
Total Base Bid				\$3,655,174.70	
Total Base Bid + Alternate 1				\$3,711,323.70	
Total Base Bid + Alternate 2				\$3,736,783.70	
Total Base Bid + Alternate 1 + Alternate 2				\$3,792,932.70	
Certification of Bid				✓	
Acknowledged Addendums				✓	
Bid Bond				✓	

Notes:

»Elliot Construction Ltd., miscalculated Bid Item No. 276 as \$2,500.00 and the Total for Alternate No. 1 as \$53,649.00. The highlighted totals above are correct.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE SOUTHWOOD 5-7 UTILITY REHABILITATION PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Southwood 5-7 Utility Rehabilitation Project; and

WHEREAS, the selection of Elliot Construction, Ltd. is being recommended as the lowest responsible bidder for the construction services related to the Southwood 5-7 Utility Rehabilitation Project; 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 Elliot Construction, Ltd. is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Elliot Construction, Ltd. for \$3,792,932.70 for the labor, materials and equipment required for the improvements related the Southwood 5-7 Utility Rehabilitation Project.

PART 3: That the funding for this Contract shall be as budgeted from the Utility Revenue Fund, Water Services Division, in the amount of \$1,365,808.65, from the Utility Revenue Fund, Wastewater Services Division, in the amount of \$2,370,975.05 and from the Drainage Fund, Public Works Division, in the amount of \$56,149.00.

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

ADOPTED this _____ day of _____, A.D. 2010.

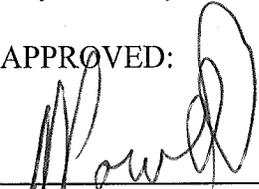
ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney

October 25, 2010
Consent Agenda Item No. 2L
Engineering Services for Water Tank Rehabilitation

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services.

Agenda Caption: Presentation, possible action, and discussion regarding approval of a resolution authorizing staff to award professional services contract #11-036 with Dunham Engineering in the amount of \$50,000 for engineering services to rehabilitate the three million gallon ground storage reservoir.

Relationship to Strategic Goals: Financially sustainable city providing response to core services and infrastructure.

Recommendation: Staff recommends Council approve the Resolution.

Summary: The City's water system includes two ground storage reservoirs; they are the two large tanks at the Dowling Road Pump Station. Periodically, these steel tanks must be recoated and various repairs made to the appurtenances to keep the tank in good working order and extend its life span. The smaller tank, 3 million gallons, is due for this work to be performed.

This contract will provide the design and construction engineering services needed to rehabilitate the three million gallon ground storage reservoir. This includes evaluation of repairs that are needed, production of engineering plans and technical specifications, assistance in preparation of bidding documents, review of bids received and recommendation of a contractor to complete the Project for the City.

The engineering construction services shall provide all inspection services during construction, as needed, to ensure that the construction is being completed in compliance with contract specifications. The engineer shall approve and assist in the processing of Project's pay requests and change orders, as required, during the course of the construction contract. The engineer will also schedule and conduct a warranty inspection of the Project, before the expiration of the one year warranty, and will coordinate the completion of any required warranty repairs.

Budget & Financial Summary: Funds have been budgeted and are available within the Water Services Capital Account to complete this project.

Attachment:
Resolution

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 3 MILLION GALLON GROUND STORAGE RESERVOIR (“3 MG GSR”) REHABILITATION PROJECT.

WHEREAS, the City of College Station, Texas, solicited proposals for the design and construction engineering of the 3 MG GSR Rehabilitation Project; and

WHEREAS, the selection of Dunham Engineering is being recommended as the most highly qualified provider of the design and construction engineering of the 3 MG GSR Rehabilitation 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 Dunham Engineering__ is the most highly qualified provider of the services for 3 MG GSR Rehabilitation Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Dunham Engineering for an amount not to exceed \$50,000.00 for the Design and Construction Engineering Services related to the 3 MG GSR Rehabilitation Project.

PART 3: That the funding for this Contract shall be as budgeted from the Water Capital Fund in the amount of \$50,000.00.

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

ADOPTED this 25th day of October, A.D. 2010.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

Carla A. Robinson

City Attorney

**October 25, 2010
Consent Agenda Item No. 2m
Municipal Irrigation Water Use Report**

To: Glenn Brown, City Manager

From: Dave Coleman, Director of Water Services Department

Agenda Caption: Presentation, possible action, and discussion regarding the monthly report on irrigation water use at City of College Station facilities and properties.

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

Recommendation: Receive the report and provide direction as appropriate.

Summary: This report is presented to promote water conservation in City operations. The report contains water usage for irrigation of City facilities, neighborhood parks, athletic fields, and other irrigated areas such as street medians, including:

- Total in FY 2009 vs. Actual for previous 12 months;
- Budgeted for last month vs. Actual for last month

The monthly water budgets (targets) were derived using the Texas Landscape Irrigation Auditing and Scheduling Software developed by the Irrigation Technology Center. The software uses the amount of irrigated acreage, historical weather data, as well as soil and vegetation characteristics to produce a site specific water budget.

Overall, the City did an excellent job in FY-2010 of conserving water. We have just completed compiling the usage data for the annual usage, in thousands of gallons:

Category	Used in FY-09	Used in FY-10
Parks & Fields	94,058	59,169
City Facilities	17,608	7,580
Other Areas	4,408	9,741

The category "Other Areas" includes medians and islands, where we are establishing many trees that did not exist in FY-09, so usage in this category is well above the previous year.

PLEASE NOTE: Monthly usage in September is higher than budgeted, due partly to some leaks, but mostly because of the unusually hot, dry weather we experienced. The software for water budgets expected we would receive several inches of rain, but we got zero – so the actual usage is higher than the target usage. Details are in the attached report.

Budget & Financial Summary: N/A

Attachment:
Water Use Report – September 2010

**College Station Irrigation Water Use Report
Parks and Athletic Fields**

September 2010

Site Name	Irrigated Acreage	FY 09	Last 12 months	Last month	Target for month	Remarks
Anderson Park- Soccer Fields	7.30	3,979.0	2,843.0	520.0	220.2	Compares well with August usage of 487
Beachy Central Park- Soccer	5.20	5,585.0	2,728.0	562.0	156.8	Compares well with August usage of 730
Beachy Central Park- Softball	8.60	4,681.0	1,945.0	194.0	259.4	
Bee Creek Park	3.70	4,307.0	3,125.0	445.0	111.6	Compares well with August usage of 669
Castlegate Parks	4.40	7,357.0	3,502.0	942.0	134.8	Leak reported and repaired
College Station Business Center	5.10	6,868.0	2,556.0	461.0	153.8	Leak reported and repaired
College Station Cemetery	15.80	2,463.0	1,118.0	296.0	476.6	May not irrigate entire acreage at all times
Eastgate Park	0.83	167.0	255.0	17.0	25.0	
Edelweiss Gartens Park	0.04	131.0	164.0	21.0	1.2	Compares well with August usage of 42
Edelweiss Park	1.07	627.0	677.0	117.0	32.3	Meter reading carry-over from Aug usage
Emerald Forest Park	0.01	42.0	38.0	11.0	0.3	Compares well with August usage of 60
F & D Miller Park	0.07	62.0	83.0	3.0	1.4	
John Crompton Park	0.07	241.0	348.0	54.0	2.1	New trees need to be established
Lemontree	0.80	722.0	436.0	108.0	24.1	Compares well with August usage of 95
Lions Park	0.01	25.0	20.0	2.0	0.2	
Memorial Cemetery of College Station	16.70	5,979.0	1,988.0	609.0	503.7	May not irrigate entire acreage at all times
Parkway Park	0.06	70.0	11.0	2.0	1.2	
Pebble Creek Park	0.79	355.0	319.0	147.0	23.8	More irrigated acres and est. new grass
Richard Carter Park	0.06	352.0	349.0	45.0	4.5	Compares well with August usage of 59
Sandstone Park	0.01	165.0	128.0	2.0	0.2	
Southern Oaks Park	0.21	199.0	360.0	112.0	0.4	New trees need to be established
Southwood- Baseball- LL	4.58	2,598.0	2,084.0	466.0	138.1	Compares well with August usage of 455

Southwood- Baseball- Senior	3.90	2,945.0	1,787.0	354.0	117.6	Compares well with August usage of 333
Southwood- Hallaran Pool	0.47	600.0	385.0	4.0	9.2	
Southwood- Soccer- Adult	4.40	2,854.0	2,224.0	473.0	132.7	Compares well with August usage of 710
Southwood- Soccer- Youth	4.90	4,615.0	2,879.0	609.0	147.8	Compares well with August usage of 612
Steeplechase Park	0.03	199.0	209.0	9.0	0.6	New trees need to be established
University Park	0.03	383.0	453.0	123.0	0.8	Leaks reported/repaired
Veterans Park and Athletic Complex	45.00	26,936.0	19,494.0	2,818.0	1,357.3	Compares well with August usage of 2671
Wayne Smith Baseball	3.20	2,762.0	1,932.0	487.0	96.5	Compares well with August usage of 357
Wolf Pen Creek Amphitheater	4.90	2,763.0	2,741.0	461.0	147.8	Compares well with August usage of 419
Wolf Pen Creek Trails	2.51	2,707.0	1,789.0	135.0	75.7	Compares well with August usage of 288
Woodland Hills Park	0.28	319.0	199.0	45.0	8.4	Compares well with August usage of 44

TOTAL

94,058.0

59,169.0

10,654.0

4,366.1

**College Station Irrigation Water Use Report
Municipal Buildings**

September 2010

Site Name	Irrigated Acreage	FY 09	Last 12 months	Last month	Target for month	Remarks
Chimney Hill	0.50	Did not exist	97.0	38.0	15.1	Compares well with August usage of 34
City Hall	1.83	2,144.0	750.0	155.0	55.2	Compares well with August usage of 145
Economic and Community Development	0.45	263.0	168.0	43.0	13.5	Meter reading carry over from Aug usage
Fire Station 1	0.53	242.0	134.0	21.0	16.0	Meter reading carry over from Aug usage
Fire Station 2	0.53	492.0	203.0	27.0	16.0	Compares well with August usage of 28
Fire Station 3	1.00	863.0	884.0	100.0	30.2	Compares well with August usage of 148
Fire Station 5	1.10	1,532.0	710.0	147.0	33.2	Compares well with August usage of 182
Forestry Maint Shop	0.16	283.0	134.0	15.0	4.8	Compares well with August usage of 16
Larry Ringer Library	1.85	1,702.0	550.0	195.0	49.2	Leaks reported/repared
Lincoln Center	0.46	868.0	622.0	97.0	13.9	Compares well with August usage of 113
Municipal Court	2.40	1,989.0	856.0	92.0	72.4	
Northgate Parking Garage	0.30	145.0	174.0	12.0	9.1	
Northgate Promenade	0.13	130.0	149.0	15.0	3.8	Compares well with August usage of 20
P Op- West District Maint Shop	0.22	184.0	110.0	20.0	6.6	Compares well with August usage of 18
Police Dept- Cy Miller Park	1.77	895.0	489.0	141.0	53.4	Leaks reported/repared
Public Works Center	2.11	2,174.0	690.0	13.0	63.6	Meter reading carry over from Aug usage
Utility Customer Service	2.30	1,403.0	534.0	112.0	69.4	Compares well with August usage of 107
Utility Service Center	1.79	2,299.0	326.0	29.0	54.9	
TOTAL		17,608.0	7,580.0	1,272.0	580.3	

**College Station Irrigation Water Use Report
Irrigated Medians and Right of Way**

September 2010

Site Name	Irrigated Acreage	FY 09	Last 12 months	Last month	Target for month	Remarks
Barron Rd Streetscape	0.41	Did not exist	797.0	155.0	12.4	Est trees; Aug usage was 146
Dartmouth medians	0.51	723.0	769.0	125.0	15.5	Est trees; Aug usage was 163
Dominik median @ Glen Haven	0.01	20.0	24.0	4.0	0.3	
Eagle Ave Streetscape	0.04	Did not exist	270.0	32.0	1.2	Compares well with August usage of 29
George Bush Dr E: Texas to Dominik	0.19	565.0	180.0	37.0	5.7	Est trees: Aug usage was 32
Hereford & Winding median	0.01	13.0	16.0	0.0	0.4	Meter reading carry over from August
Krenek Tap Crossing	0.05	111.0	112.0	14.0	1.4	Compares well with August usage of 11
Rock Prairie Rd medians	0.01	103.0	8.0	1.0	0.3	
Tarrow St medians	0.27	531.0	132.0	31.0	8.2	Compares well with August usage of 25
Texas Av Phase I (University to GBDE)	0.25	2,081.0	789.0	203.0	7.5	Leak repaired; Aug usage was 117
Texas Av Phase II (GBDE to FM 2818)	0.50	Did not exist	1,174.0	292.0	15.1	Leak repaired; Aug usage was 101
Univ Drive Medians	0.05	198.0	71.0	6.0	1.6	Compares well with August usage of 4
University Dr/SH 6 Tree Planting	1.94	Did not exist	3,048.0	75.0	7.6	New trees need to get established
W.D. Fitch medians & streetscape	1.00	1,091.0	2,339.0	421.0	30.2	New trees; August usage was 608
Welcome Sign- Post Oak Mall	0.01	36.0	2.0	2.0	0.4	Meter reading carry over from August
Welcome Sign - Hwy 6	0.01	24.0	10.0	2.0	0.4	Compares well with August usage of 2

TOTAL	5,496.0	9,741.0	1,400.0	108.2
--------------	----------------	----------------	----------------	--------------

**October 25, 2010
Consent Agenda Item No. 2n
Aerial Orthoimagery Project**

To: Glenn Brown, City Manager

From: Ben Roper, IT Director

Agenda Caption: Presentation, possible action, and discussion regarding approval for the participation in the Brazos County Area 2011 Orthoimagery Project, consisting of area agencies contributing to a large area and detailed purchase of aerial imagery, and authorization for the City's portion of the project, not to exceed \$97,000, expensed to Kucera International Inc. in reference to the state contract.

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

Recommendation(s): Staff recommends approval.

Summary: This project will update the city's aerial imagery inside the city limits and the ETJ, as well as gather county-wide imagery and data as a joint venture amongst the City of College Station, the City of Bryan, the Brazos County Appraisal District, Texas Municipal Power Association (TMPA) and the Texas Natural Resource Information Service (TNRIS).

The last low level aerial data was gathered in 2005, however development has rendered much of this data obsolete. This project will provide high quality low level aerial imagery, including topographic and planimetric data (allows for accurate horizontal distance measurements between features), that will update layers in the Geographic Information System (GIS). This is important as the city's topology has been altered by development in the years since the last aerial data was gathered.

This joint venture will provide significantly greater deliverables than what would be available had the City of College Station taken on this project independently. The State will contract with Kucera International Inc. and manage the deliverables according to the scope of work attached.

Budget & Financial Summary: Funding for this project is budgeted in the FY11 Capital Improvement Plan Budget. Estimates to complete this project independently came in over \$200,000, therefore participation in this project will produce a budget savings of over \$100,000, at a not to exceed amount of \$97,000.

Attachments: Kucera Scope of Services

PROPOSAL FOR HIGH RESOLUTION ORTHOIMAGERY FOR COLLEGE STATION, TEXAS AND SURROUNDING AREAS

Texas Water Development Board

Prepared for:

**TEXAS WATER DEVELOPMENT
BOARD**

Contracting and Purchasing
1700 North Congress Avenue
6th Floor, Room 610B
Austin, TX 78701

Submitted by:

KUCERA INTERNATIONAL INC.

FEIN 34-0808463
38133 Western Parkway
Willoughby, Ohio 44094
Tel (440) 975-4230
Fax (440) 975-4238
map@kucerainternational.com



1

TRANSMITTAL LETTER

2

COMMUNICATION PLAN

3

PROJECT PLAN AND
SCHEDULE

4

PRODUCT SAMPLES

5

PRICE SCHEDULE

KUCERA INTERNATIONAL INC.

PHOTOGRAMMETRISTS • GEOMATIC PROFESSIONALS • ENGINEERS

Corporate Headquarters
May 24, 2010

Texas Water Development Board (TWDB)
Contracting and Purchasing
1700 North Congress Avenue, 6th Floor, Room 610B
Austin, TX 78701

Attn: Alphonso Dillard, CTPM

Re: Proposal for High Resolution Orthoimagery
College Station, Texas and Surrounding Areas
Request for Quote (RFQ) No. 580-10-0512

Dear Mr. Dillard:

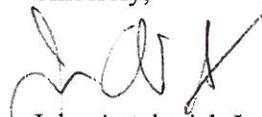
Kucera International Inc. is pleased to offer the following proposal for high resolution orthoimagery and related aerial mapping services covering College Station, Texas and surrounding (ETT) areas as described in TWDB's RFQ No. 580-10-0512 issued May 12, 2010.

In accordance with TWDB's evaluation criteria, this quotation submission includes Kucera's communication plan, project plan and schedule, product samples, and price schedule.

Note that Kucera performed aerial mapping of 147 square miles of College Station in 2005 under direct contract with the City (contact Brett Blankner, GIS Coordinator – 979-764-3633). This project work included color aerial photography and digital orthophotography, aerial lidar surveying, and planimetric and topographic feature mapping as described in Kucera's Project Plan, Kucera can possibly utilize this existing mapping to provide a time and cost savings to the City and the TWDB.

Kucera appreciates being considered for this project and looks forward to again serving TWDB's and the City of College Station. Please contact me as needed.

Sincerely,



John Antalovich Jr., PE, PS
President

JA:dm
Enclosure

Corporate Headquarters
38133 Western Parkway
Willoughby, OH 44094-7589
(440) 975-4230
Fax (440) 975-4238
map@kucerainternational.com

Henderson Aerial Surveys
3889 Grove City Road
Grove City, OH 43123-9193
(614) 539-3925
Fax (614) 539-3928
map@hendersonaerial.com

Keddal Aerial Mapping
1121 Boyce Road, Suite 3100
Pittsburg, PA 15241-3955
(724) 942-2881
Fax (724) 942-2885
map@keddalaerial.com

Kucera South
110 W. Reynolds Street
Suite 202
Plant City, FL 33563-3379
(813) 754-9247
Fax (813) 754-9830
l.towles@kucerasouth.com

Kucera Southeast
41 Andover Place
Bluffton, SC 29909
(843) 705-2592
Cell (843) 540-2157
r.mangus@kucerainternational.com

Kucera West
18921G East Valley View Parkway
PMB 296
Independence, MO 64055
(816) 516-0493
(866) 336-2908
t.connelly@kucerainternational.com

YOUR WINDOW TO THE WORLD



Goals and Objectives:

Kucera's communication plan for the project will at a minimum accomplish the following:

1. Keep TWDB fully abreast of the project status throughout the contract period.
2. Exchange technical and administrative information as required to ensure timely completion of the project work and delivery of all required project data in high quality, specified form with proper documentation for transmittals, reports, invoices, etc.
3. Promptly document, address, and resolve all issues which arise in the course of or following the contract.
4. Provide recommendations and continuing technical support to TWDB as needed for optimal understanding and application/use of the project data and also as needed to facilitate TWDB's decision making related to the project data and promotion of the data among its various users.

In all project communications Kucera will strive to be as responsive, clear, thorough, and cooperative/flexible as possible in order to maintain an optimal working rapport with TWDB. These communication objectives will continue indefinitely following contract completion so as to best support the City's ongoing mapping program.

Project Phases:

Kucera will use a systematic, phased approach for the performance of the project work. The major/phases of Kucera's approach in general order of performance will be:

1. Project initiation
2. Ground control targeting/surveying
3. Aerial photo acquisition
4. Georeferencing/aerotriangulation
5. DEM compilation/generation
6. Digital orthophoto production
7. Planimetric/topographic feature mapping
8. Project wrap-up/metadata submission

Kucera will maintain close contact with the TWDB throughout all project phases, communicating through on-site meetings, webcasts and/or phone conferences, email and on-line portals, and phase reports.



Meeting Milestones:

Kucera's Project Manager and appropriate members of Kucera's management team will meet with the TWDB at the TWDB's offices or via webcast or phone conference at the following times over the course of the contract.

- In the project initiation phase before commencing the project work (at TWDB or City's offices)
- At the beginning of each month of contract period (approximately January – June) and immediately following TWDB's review of the pilot project deliverables (webcast or phone conference)
- At or near the completion of data deliveries for review/verification of contract deliverables received, to answer any questions regarding deliverables, conduct technical debriefing, discuss subsequent project efforts. etc.
- At all other times requested by TWDB in order to address significant technical issues, changes in scope of work, etc. (on site, webcast, or phone conference)

For all project meetings Kucera's Project Manager will prepare an appropriate agenda and promptly follow up with written notes of all topics discussed, decisions made, and action items. The notes will be emailed to TWDB and all relevant management team members.

Quality Assurance:

In the project initiation phase Kucera will develop a project-specific quality control/assurance plan, which will include the following elements:

- Quality control checklists and acceptance criteria (quantitative and/or qualitative) for each phase of the project. Checklists prepared by project manager and QC manager, completed by phase managers, and reviewed by QC manager.
- Procedures supporting prompt internal reporting of QC issues found to QC manager and project manager.
- Test/calibration of project equipment to ensure proper working order and operating characteristics within designated tolerances before use on project.
- Review of project specifications and standards by all project management team members.
- Establish thorough understanding of TWDB expectations for the data products through discussion, review of available data samples from previous projects, etc.
- Pilot project for TWDB review and approval/selection of sample final project deliverables



- Report deliverable for each project phase documenting procedures used and results achieved.
- Review of all project source data and prompt reporting of anomalies/deficiencies found.
- Full manual review of all project data deliverables before transmittal.
- Procedures/technologies for support of and response to TWDB's quality control review process and for prompt addressing of quality control issues, including documentation of nature of issue, cause, and method of resolution.

Kucera recognizes that clients have varying areas of priority and levels of manpower for the quality control inspection process and can accommodate a variety of inspection procedures. For larger projects involving progressive delivery of completed imagery over a period of time, the preference is to receive the QC inspection results progressively corresponding chronologically to shipments previously received (e.g., QC results follow client receipt by one month). For smaller projects or where manpower does not permit, QC results can be transferred and processed after all shipments are completed. Minor image corrections/revisions are made within days or weeks of transmittal of inspection results (depending on numbers of images involved). Where major/high incidence revisions are sought, Kucera will immediately investigate the issue and submit a written report detailing the cause and proposed course of remedial action.

Note that where imagery is being delivered by DVD in specific blocks/groups of tiles, a new DVD is provided for the entire tile block which includes the revised images. Where imagery is being delivered on and downloaded from hard drive media, individual revised tiles are included with subsequent shipments of new tiles and can be uniquely named/identified for comparison with the previous version or can be delivered in duplicate file form for overwriting of the previously delivered tile. Revised images can also be posted to Kucera's FTP for direct downloading. The procedures for coordinating the QC inspection and performing QC revisions are developed with the client in the project initiation process and documented in the quality control plan.

Kucera has an excellent track record of on-time delivery of high quality aerial data, which can be readily verified by previous and current Kucera clients, including the following:

- Texas Department of Parks + Wildlife – Faye Grubbs: 361-729-2328
- Texas Forest Service – Curt Stripling: 979-458-7332
- Texas General Land Office – Andrew Hermann: 512-936-8147
- City of College Station, TX – Brett Blankner - 979-764-3633
- City of Huntsville, TX – Gene Woods – 936-294-5792
- City of Auburn, AL – Chris Graff – 334-501-7207



All of these clients received deliverables similar to those specified for this project, e.g., digital aerial photography, orthophotography, and/or planimetric/topographic feature mapping.

Status Reporting and Expectations:

Kucera's Project Manager and secondary points of contact from the project management team will be available within a few days notification for an on-site project kickoff meeting with the TWDB. Promptly following the kickoff meeting/conference the Project Manager will prepare a comprehensive job write-up and procedural plan for TWDB and members of the project management team. The procedural plan will include the following, as needed:

- Summary of project procedures and deliverables
- Work flowchart indicating phases, milestones, points of acceptance
- Flight and control plan
- Master sheet tile/index
- Quality control criteria
- Equipment calibration reports
- Source data summary

The plan will be made available via on-line portal and revised/updated as needed over the course of the project to reflect approved procedural changes and additional procedures/information.

The Project Manager will also provide following the project kickoff meeting a mobilization report indicating the anticipated dates of ground survey and flight crew arrival, local base of operations, crew contact information, and other relevant information and actions taken (e.g., source data acquisition, airspace clearance, etc.). Kucera will work with the TWDB and/or the City to draft a letter of authorization as needed for ground control survey crews to carry in the field.

Throughout the balance of the contract period Kucera will communicate with the TWDB on at least a weekly basis. The communication will include the following:

1. Weekly email status reports from Kucera's PM on a TWDB-selected day of the week. Status reports will indicate percentage completion for each project phase in relation to the project schedule and plan for upcoming week.
2. Monthly phone or webcast conference briefings. Kucera's PM will develop and circulate a basic agenda prior to each briefing and will take notes and distribute within one week following each briefing. The briefings will be held each month of the contract and one month beyond for follow up as needed.
3. On-line tracking application – In the project initiation phase Kucera can set-up a secure internet-based project status tracking application for the TWDB and can test/demonstrate and document the application. The secured website will be available throughout the contract duration and will generally be updated daily. As unique logon portal will be available for access. Phase status will be indicated with easily-interpreted status maps.



Proposal for High Resolution Orthoimagery College Station, Texas

COMMUNICATION PLAN

Communication conducted by Kucera with TWDB in the various phases of the project will be as follows:

<u>Phase(s)</u>	<u>Communication</u>
Project Initiation	On-site meeting, followed by submission of Deliverable: procedure and mobilization plans.
Aerial photo acquisition and ground control survey	Daily email or phone status report. Graphical update with each flyover session completed flight index submission.
Aerial and ground data processing, and review, georeferencing, DEM compilation	Weekly email status report and daily and georeferencing graphical internet site update, flight inspection, ground control and aerotriangulation report submission
Pilot Project	On-site, webcast, or phone conference briefing to review results. Update of procedure plan as needed.
Orthophotography and optional planimetric/topographic mapping	Weekly email status reports in advance of data delivery and daily internet site status update.
Project wrap-up	On-site, webcast, or phone conference briefing, metadata submission

Kucera's Project Manager and members of Kucera's management team will be available at all times to report to and/or consult with the TWDB. All TWDB inquiries will be responded to verbally or via email within one day of receipt by the Project Manager or by a designated secondary point of contact in the Project Manager's absence, with prompt written confirmation as required. Kucera will provide both written and graphical status reporting throughout the contract period, with the status reports being updated weekly and at all other times as required by TWDB. The written status report will be broken down by production phase and will include a description/percentage of work completed over the reporting period, work planned for the next reporting period, conformance with the contract schedule, explanation of any schedule change, and measures taken as needed to ensure on-time delivery while maintaining all project standards. The graphical status report will take the form of Microsoft Excel, PDF, ESRI shapefile or other visual representation of the state of completion of each production phase of the work by modular tile with each phase being distinguished by color shade, layer, etc. Sample written and graphical status reports can be provided for review and approval/selection as part of the project initiation phase. The written and graphical status reports will be e-mailed to the designated point(s) of contact and will be posted to a project-specified website.



Capacity and Staff Commitment:

Kucera is in an excellent position to make a major commitment of resources to the College Station project beginning immediately and continuing through the duration of the contract. All project work will be accomplished in-house, no subcontractors will be used. Kucera has no conflicting aerial flyover or control survey obligations for the winter 2010-2011 flight season, and will be able to commit aircraft/cameras, flight crews, and survey crews to the College Station project on a first-priority basis. Kucera's major base mapping contracts are all currently on schedule to be completed in 2010, well before the College Station contract mapping work would commence. Kucera's staff commitment and time availability to the contract work by phase is as follows:

- Three (3) project management/administration/liaison - > 200 hours/month
- Two (2) two-man ground survey crews - > 200 crew hours/month
- Two (2) aerial flight crews (pilot and sensor operator) - > 200 crew hours/month
- Two (2) AGPS/IMU and aerotriangulation technicians - >200 hours/month
- Four (4) stereocompilers - > 600 hours/month
- Four (4) orthophoto/imaging technicians - > 600 hours/month
- Three (3) GIS/CAD technicians - > 400 hours/month
- Three (3) data edit/quality control technicians - > 400 hours/month

The staff commitment will be more than sufficient to complete the work within the required time frame. Additional Kucera production staff will be committed to the project as needed to maintain the project specifications and/or schedule. Backup production support (20% to 30% added capacity) will be provided by Kucera's multiple US-based branch production offices, with the headquarters office's backlog of non-College Station project work being shifted to these offices as needed to maintain or increase the headquarters commitment to the project.



Statement of Work:

The primary services and data products Kucera will furnish to the Texas Water Development Board (TWDB) for this contract will include new (winter 2010-2011) digital aerial photography, airborne and ground control surveying, aerotriangulation, updated digital elevation model (DEM) stereocompilation, and 3-band (RGB) color digital orthophotography at 0.5' or 1' resolution covering designated Areas of Interest (AOIs) "A" ("Full Purpose" – approximately 80 square miles) and "B" (Extra-Territorial Jurisdiction/ETJ – approximately 105 square miles) around the City of College Station, Texas. Optional services and products Kucera will furnish for the Full Purpose or both AOIs at TWDB's discretion will include 4-band (RGBIR) orthophotography, digital surface models (DSMs) planimetric feature mapping, and impervious surface feature mapping.

Major features of Kucera's approach to the work include the following:

1. All project work will be performed in-house by Kucera – no subcontracting will be used.
2. All project aerial imagery will be captured in 4-band, RGBIR form directly at a 0.5' resolution using Kucera's advanced Leica ADS40 digital strip image capture systems operated from Kucera's twin-engine aircraft. To maximize efficiency and permit expansion of the 0.5' resolution coverage, AOI B will be flown from the same flying altitude as AOI A (approximately 4800'). The AOI B orthophotography will therefore have the same horizontal accuracy as the AOI A orthophotography (1' RMSE) and can be furnished at a 0.5' or 1' resolution.
3. The aerial imagery will be accurately georeferenced using a combination of airborne GPS/IMU and targeted ground-based control (12 points) distributed through the project area. The image georeferencing will be refined and checked using a rigorous softcopy aerotriangulation process.
4. Kucera performed an aerial lidar survey and produced a DTM and 2' contour topography covering approximately 150 square miles of the combined AOIs in 2005 under contract with the City of College Station. Kucera's existing lidar DEM supports the new ortho image production and will be photogrammetrically updated from the new aerial imagery and used for the ortho image rectification. The existing DTM will also be optionally photogrammetrically updated and used for two foot contour topography production. Where there is no existing lidar DEM/DTM coverage, the DEM data will be generated via autocorrelation from the new aerial imagery and subject to manual review and edit as needed prior to use.
5. Kucera's aircraft have dual sensor ports and Kucera typically carries its aerial lidar system along with its digital camera system on flight missions. The lidar system can be operated at the same time as the digital camera in order to cost-effectively capture bare earth digital elevation model return supporting new 1' or 2' contour topography generation.
6. Kucera also performed planimetric and impervious surface feature mapping of significant portions of the project areas for its 2005 contract with the City and can photogrammetrically update this mapping for the optional planimetric feature capture, with fully new plan feature



mapping being performed as needed covering areas lacking in existing coverage. Kucera is fully familiar with the existing mapping and will require minimal time for recalling the data and commencing the update. All updated and new planimetric and impervious surface mapping will be performed in full stereo photogrammetric fashion to provide the highest level of feature capture content and placement accuracy.

7. The absolute horizontal accuracy of the orthophotography and optional planimetric and impervious surface mapping for both AOIs (A and B) will be within 3' for individual points and within 1' for RMSE and will meet both ASPRS Class 1 and NSSDA accuracy standards. The vertical accuracy for the optional topographic feature mapping will be within one half the designated contour interval at a 95% confidence level.
8. All orthophotography will be seamlessly mosaiced and tiled and fully tone and color balanced. The imagery will be subject to full manual review and edit as required before delivery in the specified form.

Image Acquisition Plan and Flight Parameters:

The project aerial photography will be performed on a first-priority basis in the designated winter 2010 - 2011 flight season when vegetative cover is minimal and as soon after flight plan approval and target placement as weather (clear, no excessive cross winds) and ground (no smoke, snow, fog, flooding) conditions permit. The photography will only be taken during the time of day (approximately 10 a.m. to 2 p.m.) when the sun angle is greater than 30° to minimize shadows. For designated tall structure areas, Kucera will perform the photo flyover close to the noon hour at the highest sun height to minimize tall structure shadows. For the airborne GPS/IMU work, the aerial photography will be taken at times when at least five satellites are observable with a PDOP of less than 3 and the cutoff angle/elevation mask is greater than 15°.

Weather conditions will be monitored via direct observation and weather forecasts obtained through computer access to the National Weather Bureau, the Weather Channel, and local flight service centers. The Project Manager will maintain daily contact with TWWDB throughout the aerial photography period to report on flight conditions and completed flying. Computer printouts of weather sequences will be maintained as a record of photography conditions.

The aerial flyover will be performed from Kucera's twin-engine Piper Navajo Chieftain aircraft. These are FAA airworthiness-certified, low-wing, turbo-charged aircraft with a cruise speed of 180 to 200 mph, fuel capacity for six hours of continuous flight, and IFR weather instrumentation. The aircraft can be operated efficiently and safely at speeds down to 130 mph as needed for high quality aerial data capture. The aircraft are equipped with GPS-based flight management and navigational systems and have Novatel dual-frequency antennas mounted above the camera port for airborne GPS. The aircraft have two sensor ports, providing the ability to concurrently carry both a digital aerial camera and lidar system.

The projectwide aerial flyover will require approximately 15 flight lines, 228 flight line miles, and three flight hours. Kucera will commit one aircraft and camera system to the flyover and will readily be able to perform the flyover in a single flight session. The aircraft will be based on site at College Station



Airport until the flyover and any required reflights are completed. A backup twin-engine aircraft and digital camera system will be maintained within four hours' flying time of the project area and brought immediately to the project site in the event of the primary aircraft or camera becoming non-operational. The accomplishment of the flyover in a single flight session will maximize ability to achieve consistent, optimal tone and color balance in the projectwide orthophotography.

Note that Kucera has performed numerous large area digital aerial photo flyovers and has never failed to complete such a flyover in the assigned season. Note also that Kucera has no pending state, federal, or other aerial photo contract obligations which would interfere with the completion of the College Station flyover at the first opportunity in the designated flight season.

Note also that Kucera has extensive experience performing winter season aerial flyovers in Texas and from this experience expects several good weather days in December – January and ability to complete the single-session projectwide flyover by January 15.

The project aerial imagery will be acquired in direct 4-band/RGBIR digital form using Kucera's Leica ADS40 large format digital aerial cameras. The ADS40 technology has received US Geological Survey's digital camera "manufacturer certification" and represents the most advanced of direct digital aerial image capture technologies, and using continuous sweep/pushbroom line scanning for acquisition of the aerial imagery in continuous flight strips ("pixel carpets") as opposed to individual exposures. The imagery is captured with 10 (6 panchromatic, 3 color, and 1 infrared) 12000 pixel CCD lines oriented for nadir (straight down) and forward and aft-looking views. Kucera's ADS40 cameras have 51 series sensor heads featuring improved image quality/flight condition latitude and capture of the color IR image band at the nadir position in full alignment with the color band. The ADS40 camera technology has a number of advantages over frame-type digital cameras (eg. DMC, UltraCam) for an urban area project of this nature, including the following:

- The ADS40 has no seams in each flight line vs. numerous seams for individual frame-based imagery, thus requiring significantly less image "stitching" in the mosaicing process. The significant reduction in seam lines results in overall higher image quality/accuracy and ability to efficiently process the imagery into mosaic form.
- The ADS40 color imagery is captured by a single CCD line in the nadir position as opposed to by multiple digital cameras as are used by frame digital camera systems, and is not susceptible to image "fringing" caused by slight mis-alignments of the component cameras.
- The ADS40 acquires imagery with significantly reduced structure feature lean since it automatically captures a true vertical view of each feature in the line of flight.
- The ADS40 camera captures color imagery directly at the target pixel resolution, as opposed to the "pan-sharpening" process (lower resolution color image mapped on to higher resolution black and white imagery) used with frame type digital cameras, thus resulting in higher image quality.



- The ADS40 provides multiple sets of “complete” stereo coverage of various vertical exaggerations, which allow for optimal stereo viewing and increased vertical pointing accuracy in various types of terrain (e.g., urban canyons, flat residential or farm areas, steep terrain, etc.)

Kucera’s proposed flight plan for the projectwide aerial photo flyover is shown on the flight/control diagram provided at the back of this proposal section.

For the purposes of maximizing efficiency, consistency, and quality, Kucera is proposing to perform the aerial photo flyover of both AOIs from an altitude of approximately 4800’ above the mean terrain, resulting in direct projectwide RGBIR digital image capture at a 0.5’ resolution/ground sample distance (GSD). The exposure/integration time used in capturing the digital imagery will be determined by the camera settings and aircraft speed used. The integration time will be adjusted as needed for lighting conditions during the flyover sessions to ensure proper CCD-line based capture of high quality imagery. The ADS40 camera technology does not require forward motion compensation (FMC) because the ADS40 camera captures imagery continuously as the plane travels down the flight line, as opposed to a series of instants/stills in time. In the continuous capture process the image and plane motion area always synchronized, and there are no discrete instants of image capture requiring forward motion compensation for synchronization with the aircraft motion.

The flight lines of the digital camera photography will be oriented in an east-west direction for efficiency of coverage. For all areas except designated tall building areas, the lines will be spaced apart so as to yield a side image coverage overlap of approximately 30% between adjacent flight lines. With the ADS40 camera technology, the 30% sidelap will provide coverage needed to eliminate excessive lean of trees and other vertical features at the edges of the flight swaths. Over designated tall building areas, the flight line spacing will be reduced and side coverage overlap can be increased to approximately 60 - 80% provide optimal “feature” centered image views and support creation of minimized lean or “true” (no radial distortion/lean) orthophoto coverage for the areas.

The flight lines of digital photography will be extended and increased in number sufficiently to provide stereo image coverage beyond the project area boundaries and of all extraneous ground control points, and also ensure that all orthophoto coverage can be prepared as full modular image tiles. In the line of flight the digital photography will be taken with continuous (100%) stereo coverage at varying vertical exaggerations through the digital camera’s forward and aft looking CCD lines.

With the ADS40 digital camera systems, camera tilt and crab are extremely limited and will be well within 3° at any point in a flight line and 1° average for an entire line. Tilt and crab correction are achieved using the camera’s internal IMU linked to the camera’s Leica PAV30 gyrostabilizing mount, providing very fast and accurate response to any altitude changes of the aircraft. Any residual crab is minimal and is removed from the oversampling of the push broom sensor head.

The ADS40 digital camera imagery will be simultaneously captured in registered 12-bit panchromatic, RGB/color, and NIR/near infrared wavelength bands in the 465-885 nm spectral range (835-885 nm for NIR). The ADS40’s “beam-splitting” telecentric/trichroid lens system will provide exact separation of the PAN, R, G, B, and NIR wavelengths.



The digital camera imagery is initially captured on the camera's removable mass memory units (MMUs). Within 24 hours of capture the imagery is downloaded from the MMUs to hard drive and shipped or otherwise delivered to Kucera's headquarters office for downloading on to Kucera's dedicated Condor network server for initial review and further processing. The imagery is saved on the MMUs until it has been successfully downloaded and reviewed at Kucera's headquarters.

The Leica ADS40 digital camera's raw (Level 0) captured digital aerial imagery is downloaded from the camera's mass memory units (MMUs) and combined/processed with the airborne GPS/IMU data using Leica GPRO software to yield initially georeferenced (Level 1) image swaths. The Level 1 image swaths are checked for acceptable coverage, exposure/radiometry, resolution, crab and tilt level, absence of image anomalies, etc. For each flight swath image block the stereo imagery will be analyzed on a stereoplotter to verify residual parallax or bias due to airborne GPS/IMU or other georeferencing anomalies. An image quality report is prepared documenting the image inspection results and will be provided as a deliverable along with the corresponding flight logs. All rejected imagery reflown at the first possible opportunity using the same camera as used for the balance of the flight swath or block. Reflights will be made in the same flight pattern as the accepted imagery and will overlap into the accepted imagery as necessary to provide continuous photographic coverage.

Being in the form of continuous image strips for entire flight lines as opposed to many individual exposures (i.e., frame camera imagery), the Level 1 georeferenced ADS40 camera imagery can be readily rectified to an available DEM and composited into a preliminary "draft" version of the orthophotography for delivery in lieu of the raw aerial imagery. For this project Kucera will rectify the Level 1 imagery to the source DEM to produce a "draft" version of the orthophotography and furnish this draft copy within two weeks time of the aerial flyover for the general inspection and preliminary use prior to receipt of the finalized orthophotography. This "draft" orthophotography will be accurate to within 5' and can be used by the TWDB for review of the aerial image quality and as interim orthophotography for suitable applications.

Optional Aerial Lidar Survey for 1' Contour DEM:

As described above, Kucera's aircraft have dual sensor ports and can carry both Kucera's Leica ADS40 digital aerial camera and Kucera's Leica ALS60 aerial lidar system. This capability allows Kucera to very cost effectively perform an aerial lidar survey as needed to capture bare earth elevation model return supporting accurate 1' contour generation. The Leica ALS60 is latest generation lidar technology with the following features:

- Ability to use a laser pulse rate of up to 200 kHz at any altitude up to 15000' (smooth operating envelope).
- Automated roll stabilization to maintain proper scan width and increase data capture efficiency and accuracy.
- Four returns per pulse with minimized beam divergence and one measured return always being the last/latest return to maximize ground hit potential.



Proposal for High Resolution Orthoimagery College Station, Texas

PROJECT PLAN AND SCHEDULE

- “Intensity” return capture and integrated 1280 x 1024 digital frame camera image capture with embedded trajectory information for subsequent georeferencing.
- Multiple-Pulse-in-the-Air (MPIA) ability – The ALS60’s unique MPIA capability overcomes limitations for other lidar technologies which can only send and receive one pulse at a time, by allowing for emission of a second pulse before the return of the previously sent pulse. The capability in effect doubles the point return density achieved from any particular flying altitude without lowers the signal-to-noise ratio, thus increasing return accuracy or permitting use of higher flying altitudes to achieve required point densities.

Kucera has achieved excellent vertical bare earth accuracies (within 0.3’ on hard surfaces) operating the ALS60 system from altitudes up to 6000’, and can readily perform the lidar capture simultaneously with the digital aerial photo flyover. This in effect would provide a bare earth DEM supporting 1’ or 2’ contour generation throughout both AOIs.

Production Centers:

All of the work for this contract will be accomplished from/at one facility – Kucera International’s 18000 square foot corporate headquarters facility in Willoughby, Ohio. This fully in-house, single facility production process will provide clear responsibility and maximum control over the data quality and completion schedule. At the headquarters facility Kucera has a full time staff of over 60 geomatic professionals with an average individual experience level of over 15 years available for commitment to the College Station contract work. The headquarters facility serves as a permanent base of operations for three of Kucera’s twin-engine aircraft outfitted with latest generation aerial sensing systems and houses over 60 digital photogrammetric and geospatial data processing/mapping and GIS/CAD stations.

Backup production support (20% to 30% added capacity) will be provided by Kucera’s four US-based branch production offices, with the headquarters office’s backlog of non-College Station project work being shifted to these offices as needed to maintain or increase the headquarters commitment to the project.

Kucera’s project management team are all full time staff members of Kucera’s headquarters office who served in the same roles for the 2005 College Station project. The management team and corresponding project assignment, experience, and time commitment to this contract are as follows:

<u>Assignment</u>	<u>Name/Title</u>	<u>Years of Experience</u>	<u>Weekly Time Commitment (Hours)</u>
Project Manager	Ronald L. Martin, ASPRS CP Chief Photogrammetrist	42	24
Chief Administrator	John Antalovich, Jr., PE, PS President	29	16



**Proposal for High Resolution Orthoimagery
College Station, Texas**

PROJECT PLAN AND SCHEDULE

Ground Survey Operations Manager	Doug Richmond, TX PS Ground Survey Manager	31	40
Flight Operations Manager	Gary Cox Chief Pilot	33	40
Aerial Photo/Sensor Operations Manager	David Cook Chief Aerial Camera/Sensor Operator	33	40
Lidar Processing Manager	Nat Phillips LiDAR System Manager	15	40
Airborne GPS/IMU and Aerotriangulation Manager	Matt Albring Aerotriangulation Manager	20	40
Stereocompilation Manager	Eric Baker Chief Stereocompiler	10	40
Orthophoto Production Manager	Bill Scott Orthophoto Rectification Manager	24	40
Digital Image Processing Manager	Dan Debiase Image Processing/Computer Systems Manager	18	40
CAD/Edit Manager	Paul Bishop Vector Edit Manager	18	40
GIS/Data Conversion Manager	Stanley Wong, GISP GIS Manager	15	24
Quality Control Manager	Scott Antalovich, PE, PS Vice President	25	24

Kucera’s Project Manager will be Ron Martin, an active ASPRS Certified Photogrammetrist with over 40 years of practical experience and over 15 years of county and citywide base mapping project management experience, including the 2005 College Station project and over 100 other similar projects. Kucera’s Chief Administrator for this contract will be John Antalovich Jr., PE, PS, President of the Kucera organization with over 25 years of practical experience, including management and administration of the 2005 College Station project and numerous similar projects in Texas and elsewhere throughout the country. In his position as Kucera’s President Mr. Antalovich will work directly with the Project Manager and will issue corporate directives as needed to ensure the 2010-2011 College Station project is completed on schedule with optimal data quality.



Throughout the contract period the designated Project Manager will serve as the primary point of contact responsible for reporting to the TWDB and overall coordination of the project work. The Chief Administrator and phase managers will serve as secondary points of contact.

On a weekly basis throughout the contract period the Project Manager will meet with relevant members of the management team to review the scope of work/work completed, upcoming project assignments, delivery milestones/completion status, actual vs. estimated costs, quality control procedures and results, client feedback, and other relevant contract information.

As part of the contract initiation phase and before commencing any project work, the Project Manager prepares a comprehensive job write-up/work plan detailing the project specifications, schedule milestones, designated technologies and procedures, management team member/departmental assignments, and the project critical path network. The work plan is distributed to and reviewed with each member of the project management team through a computerized job database accessible to all team members through a companywide intranet. As the project goes through the production process, the status will be updated at least weekly by the relevant project management team members in the master job database. The Project Manager and members of the management team will review the status and schedule through the database and plan for work accordingly. A master job file is also prepared containing all relevant project materials and maintained in a central storage area with circulation between departments as required.

Throughout the course of the contract the Project Manager will closely monitor/track the individual work phases and completion schedule. The Project Manager will continually emphasize to the key project personnel that the schedule must be maintained and that every effort should be made to complete the work on a particular phase ahead of schedule. The Redmine Project Management program is used to develop and monitor the project critical path. When work on a particular phase is completed ahead of schedule, the work on the subsequent phase will be started immediately in order to accelerate deliveries and allow greater flexibility in maintaining the overall schedule. The various production phases will also be performed concurrently to the fullest extent possible in order to maximize production effectiveness and efficiency. The individual work phases are completed in logical segments or blocks defined by the client's priorities and/or optimal procedural efficiency so as to allow for a simultaneous work effort and progressive deliveries. For instance, as the aerotriangulation for one "block" of project area is completed, the orthorectification for this block is started while the balance of the aerotriangulation work for other blocks is completed. This process also supports progressive delivery of completed mapping to the client and enables the client to progressively review the data and organize/prepare/distribute for the intended applications. The Project Manager is assisted in workflow monitoring/scheduling and quality control review oversight by the Quality Control Manager, who reports to the Project Manager and together with the Project Manager develops and implements production and quality control plans and address all production and quality issues immediately as they arise.



Completion Schedule:

As described in Section 2 (Communication Plan) of this quotation submission, Kucera is in an excellent position to make a major commitment of in-house resources to the College Station contract work and complete the work on an accelerated schedule. Kucera's proposed completion schedule by phase, assuming a contract start date of December 1, 2010 is as follows:

<i><u>Phase</u></i>	<i><u>Start</u></i>	<i><u>Complete</u></i>
Project initiation/procedure and mobilization plan development	12/1/10	12/10/10
Ground control targeting/surveying	12/8/10	12/15/10
Aerial flyover	12/15/10	1/15/11
Aerial data processing and review, preliminary ortho delivery	1/15/11	1/30/11
Aerotriangulation/finalize georeferencing	2/1/11	2/28/11
DEM/DTM review/update and production	3/1/11	3/15/11
Pilot project	3/15/11	3/30/11
Orthophotography production and delivery	4/1/11	4/30/11
Optional planimetric/topographic feature mapping delivery	5/1/11	6/15/11
Project wrap-up/metadata submission	6/15/11	6/30/11

Immediately upon notice to proceed Kucera's Project Manager will schedule a kickoff meeting with the TWDB and prepare a procedure and mobilization plan. Kucera's ground survey crews will be on-site by December 8 and complete the targeting and ground survey work by December 15.

Kucera's flight crew will perform the aerial flyover on the first suitable day after December 15, with the exception of the days of December 24 – 26 (holiday). **Based on Kucera's previous experience performing aerial photography in east-central Texas and given the relatively small size of the flyover area, it is highly anticipated that the aerial flyover will be completed by mid-January.**

Within 24 hours of completing the aerial flyover Kucera will process the aerial imagery with associated airborne GPS/IMU data and perform a quality control inspection. Kucera's flight crew will remain on site until the initial inspection is completed. Any reflight required will be accomplished on the first



Proposal for High Resolution Orthoimagery College Station, Texas

PROJECT PLAN AND SCHEDULE

suitable weather day following determination of this need. Assuming no reflights are required or can be accomplished within a few days of determination, Kucera will deliver a preliminary version of the project orthophotography by the end of January.

In February and early March Kucera will finalize the image georeferencing through the aerotriangulation process and will use the triangulated aerial imagery to photogrammetrically update source DEM data and compile/generate new DEM data as needed to support the ortho image rectification. At this time Kucera would also commence the optional updated and/or new DTM breakline, planimetric, and/or impervious surface feature compilation work.

In the latter half of March Kucera will submit for TWDB's review and comment final orthophotography covering a designated small, contiguous tile pilot area. Production and delivery of the projectwide finalized orthophotography will follow pilot approval and be completed in April.

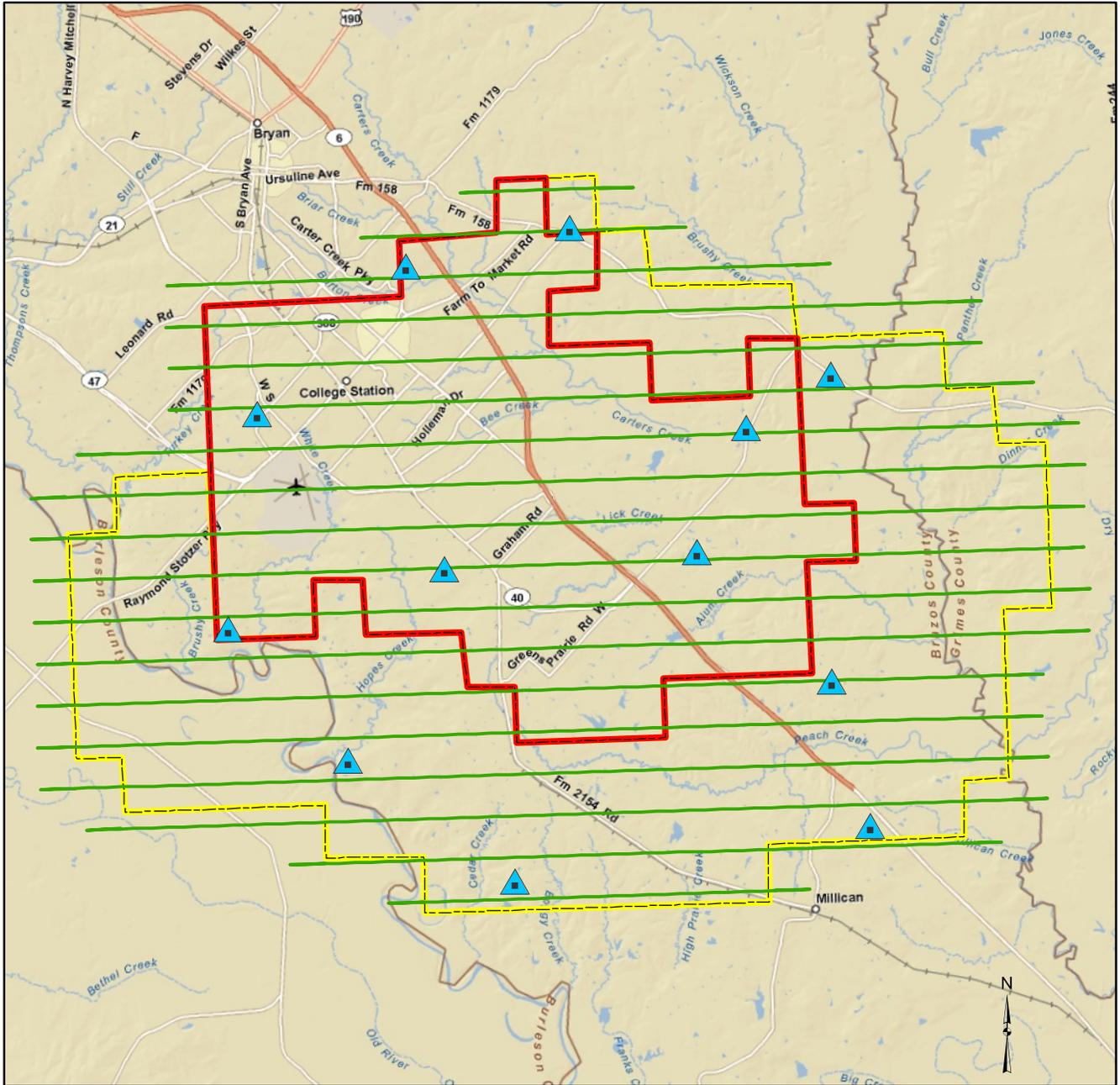
The optional topographic, planimetric, and impervious surface mapping work would be completed in May-June, with delivery of the finalized data by mid-June. The latter half of June will be used for project wrap-up activities and metadata submission.

The progressive completion and delivery of the project orthophotography and optional mapping will be based on TWDB-identified priorities and/or logical sequence across the project area. Throughout the contract period Kucera's project manager will provide weekly written status reports detailing the progress of each work phase and comparison with the contract completion schedule. Every attempt will be made to complete the project work and deliver the project data ahead of schedule.

If the work on a particular assignment phase is falling behind schedule the Project Manager immediately reviews the circumstances with the personnel who directly oversee the phase and corrective measures to accelerate the completion. These measures may include authorizing overtime or assigning additional equipment and/or staff to the work from Kucera's headquarters or branch production offices. Kucera's President or CEO in the role of Chief Administrator is kept abreast of the contract status at all times, and issues corporate directives as necessary for accelerating the schedule. In the event that deliveries are behind schedule, the Project Manager will provide TWDB with a written report of the cause(s) and proposed course of action with corrective measures taken to bring the project back on schedule. This information will be subject to TWDB's approval and revised as required to meet with this approval.



Kucera International Inc
 Flight/Control Diagram
 TWDB solicitation 580-10-0512
 2010 Digital Orthophotography Project



1:192,000



-  Ground Control to Target
-  0.5' Pixel Resolution ADS40 Flight Lines
-  AOI Boundary
-  ETJ Boundary

**Proposal for High Resolution Orthoimagery
College Station, Texas**

PRODUCT SAMPLES

Kucera's sample data is posted to TWDB's designated FTP site.



4.0 Pricing Table

Orthoimagery Pricing Table - College Station and Surrounding Areas				
Area(s) Of Interest	City of College Station Full Purpose AOI (A)		City of College Station ETJ AOI (B)	
Spatial Resolution	Six Inch		One Foot	
Spectral Resolution	3 Band R,G,B)	4 Band (R,G,B,IR)	3 Band (R,G,B)	4 Band (R,G,B,IR)
GeoTIFF Tiles	\$ 21,400 -	\$ 22,420 -	\$ 14,950 -	\$ 15,950 -
JPEG2000	\$ 200 -	\$ 225 -	\$ 175 -	\$ 200 -
MrSID	\$ 200 -	\$ 225 -	\$ 175 -	\$ 200 -
Acquisition Time Period	Between December 15, 2010 and February 28, 2011			
Image Tile Scheme	1.875' DOSQ			
Delivery Time	No later than 120 days following final acquisition date			
Optional Deliverables				
Area(s) Of Interest	City of College Station Full Purpose AOI (A)		City of College Station ETJ AOI (B)	
Planimetrics	\$ 38,950 -			
Impervious/Pervious	\$ 19,500 -			
Change Detection	\$ included in planimetrics -			
DSM	\$ 3,500 -			
Engineering Contours	\$ 1' contours - \$ 151,255		2' contours - \$ 39,700 -	
Delivery Time	TBD			

Notes and Options/Alternatives:

1. Orthophoto pricing includes delivery of preliminary ortho imagery within 2 weeks of image acquisition. To provide AOI (B) orthophotography at 0.5' resolution, add \$ 1,500 for 3-band and \$ 2,100 for 4-band.
2. Fee for 1' contours for AOI (A) includes new aerial lidar survey of the project area.
3. Fee for 2' contours for AOI (B) is for update of existing DTM/topography and compilation of new DTM/topography as needed for complete area coverage.
4. Replacement cost to provide AOI (A) contours at updated 2' instead of new 1' - \$ 20,000.

October 25, 2010
Consent Agenda Item No. 2o
Tenant Based Rental Assistance Contract

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, possible action, and discussion on a HOME Tenant Based Rental Assistance (TBRA) Agreement between the City of College Station and Twin City Mission.

Relationship to Strategic Goals: Goal 1.1 Spending taxpayer money efficiently; Goal II.6 Rental Inspections; Goal III.12 Housing Affordability

Recommendation(s): Staff recommends approval of the TBRA Agreement between the City of College Station and Twin City Mission.

Summary: Staff is proposing the attached TBRA agreement between the City and Twin City Mission (TCM). The agreement utilizes HOME Investment Partnership Program grant fund to reduce homelessness by providing security deposit assistance to low-income individuals and families to secure decent, safe and sanitary housing in a Low-Income Housing Tax Credit (LIHTC) apartment complex in College Station. Security deposit assistance was identified as a high priority, in the 2010 – 2014 Five-year Consolidated Plan. In 2001, TCM Housing Services Security Deposit Program was developed through cooperation between City staff and Twin City Mission (TCM). TCM has utilized three separate allocations - two of \$25,000 and one of \$50,000 to serve more than 621 low-income residents in College Station over the past nine years. The attached agreement will make \$75,000 available over three years (as approved in the 2010 budget) for continued TBRA assistance locally.

Funds are paid on a reimbursement basis only. TCM is required to turn in monthly reimbursement requests and reports providing all required information to be reported to HUD. Annual monitoring visits are performed to verify compliance with all local and federal requirements. Additionally, Economic and Community Development staff inspects each rental unit prior to approval of assistance to ensure Housing Quality Standards are met.

Budget & Financial Summary: Federal HOME Investment Partnership Grant (HOME) funds will be used by Twin City Mission to provide security deposit assistance to low-income individuals and families. Funds are available through the 2010 HOME grant as approved in the 2010 Annual Action Plan and budget.

Attachment:

Attachment 1 – HOME Tenant Based Rental Assistance agreement between the City of College Station and Twin City Mission Inc.

**HOME INVESTMENT PARTNERSHIPS PROGRAM TBRA AGREEMENT
BETWEEN THE CITY OF COLLEGE STATION AND TWIN CITY MISSION**

This Tenant Based Rental Assistance Agreement (hereinafter referred to as “Agreement”) is made and entered into by and between the CITY OF COLLEGE STATION, a Home Rule Municipal Corporation incorporated under the laws of the State of Texas (hereinafter referred to as “City”), and TWIN CITY MISSION, a Texas non-profit corporation (hereinafter referred to as “Agency”).

WHEREAS, the City has the objective of providing housing assistance services to low-to-moderate income residents of the City through its Economic and Community Development Department; and

WHEREAS, Agency through its Twin City Mission Housing Services Security Deposit Program (hereinafter referred to as “Agency’s Program”), shares this common goal with the City; and

WHEREAS, the City is authorized to carry out programs administered by the U.S. Department of Housing and Urban Development (hereinafter referred to as “HUD”) pursuant to applicable federal regulations including but not limited to 24 CFR §92.209 (attached hereto as Exhibit A), as approved in the City’s 2010 Action Plan update of the 2010-2014 Consolidated Plan which set aside a portion of HOME Investment Partnerships Program Grant (HOME) funds for Tenant Based Rental Assistance (hereinafter referred to as “TBRA”) to assist individual households meeting low income eligibility requirements in paying for security deposits (hereinafter referred to as “City’s Program”); and

WHEREAS, the City desires to assist Agency in providing housing assistance services to low-to-moderate income qualified individuals through funds provided by the HUD HOME Investment Partnerships Program (HOME); and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree and contract as follows:

**ARTICLE I
CITY’S RESPONSIBILITIES**

1.1 The Economic and Community Development Director, or other designated Economic and Community Development staff, will act as liaison on behalf of the City.

1.2 The City agrees to assume overall responsibility as the “Grantee” for ensuring that the housing assistance programs using HOME Grant funds are carried out in accordance with the applicable federal regulations set forth in 24 CFR §92.209, HOME INVESTMENT PARTNERSHIPS PROGRAM. The City shall complete and provide documentation as required by HUD for program reporting requirements.

1.3 The City agrees to pay eligible costs, up to a maximum total amount of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) on a reimbursement basis to Agency for TBRA eligible activities as outlined in 24 CFR §92.209, carried out within the City's jurisdictional boundaries. The total reimbursement amount to Agency from 2010 HOME Program funds shall not exceed SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00).

ARTICLE II TWIN CITY MISSION'S RESPONSIBILITIES

2.1 The Executive Director for Agency, or other designated Agency staff, will act as liaison on behalf of Agency.

2.2 Agency agrees to execute any and all documents requested by the City for compliance with the HOME Investment Partnerships Program (HOME), as specified in 24 CFR §92.209 and 24 CFR §92.253.

2.3 Agency agrees to comply with all uniform administrative requirements as more particularly described in 24 CFR §92.505 and following the requirements of OMB Circular A-122 and 24 CFR Part 84.

2.4 Agency agrees to administer the Agency's Program in accordance with Title II of the National Affordable Housing Act (1990) concerning the HOME Investment Partnerships Program (HOME), and the regulations and policies established by the City in conjunction with the Department of Housing and Urban Development (HUD).

2.5 Agency agrees to provide the City full and complete documentation of all security deposit assistance provided pursuant to the Agency's Program. All eligible expenses must be already "paid in full" by Agency prior to submittal to the City.

2.6 Agency agrees to collect security deposit assistance applications, determine eligibility, and gather all initial data connected with all security deposit assistance applications submitted pursuant to the Agency's Program.

2.7 Agency agrees to affirmatively market the security deposit assistance program (attached hereto as Exhibit B) to all eligible low or moderate income families as described in the Agency's Program guidelines and according to 24 CFR §92.351.

2.8 Agency agrees to furnish the City with information on the program participants necessary to meet HUD reporting requirements (i.e., income verifications, ethnicity, race, age, sex, family status, disability status and head-of-household status). Agency also agrees to make all files on projects/programs funded by this agreement available for inspection by City staff upon request. (Set up Form attached hereto as Exhibit C).

2.9 Agency will report any project and/or program delays or modifications and await City approval before proceeding. Agency will also report any instances of client fraud or program abuse to the City.

2.10 Agency agrees to refund any and all Security Deposit Assistance funds found to have been used for ineligible and/or unapproved programs or activities. These repayments will be made within thirty (30) days of notification by the City of the ineligible expenditure.

2.11 Agency agrees to meet with the City to discuss progress or concerns as the need arises and at the City's request. Agency also agrees to report on a bi-annual basis to the City on program/project status as outlined in 24 CFR §92.209. This must be a written report of the status of the Agency's Program and marketing efforts.

2.12 Agency agrees the Program will be administered according to the Agency's Program guidelines and all applicable regulations and guidelines.

2.13 Agency shall transfer to City any HOME Grant funds on hand and any accounts receivable attributable to the use of HOME Grant funds upon the expiration of the term of this contract.

ARTICLE III INDEMNIFICATION AND RELEASE

3.1 Agency agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against any and all loss, costs, or damage of any kind, nature, or description that may arise out of or in connection with this Agreement whether or not the claim or cause of action results from any negligence of the City or any of its officers, agents, or employees.

3.2 Agency assumes full responsibility for the work to be performed and services to be provided hereunder, and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from any and all claims, demands, causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, any person (whether employees or agents of either of the parties hereto or third persons) and any loss of or damage to property (whether the property is that of either of the parties hereto or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Agency's work or services provided hereunder whether or not said claims, demands, or causes of actions are covered in whole or part by insurance.

ARTICLE IV GENERAL PROVISIONS

4.1 The term of this Agreement shall be three (3) calendar years from the date this Agreement is fully executed in writing by both parties. With agreement by both parties the contract may be extended for a time specified in a jointly signed and approved term extension memorandum.

4.2 This Agreement and the rights and obligations contained herein may not be assigned by either party.

4.3 This Agreement 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.

4.4 This Agreement may only be amended by written instrument, approved and executed by both parties.

4.5 The City may terminate this agreement for any reason, with or without cause, at any time after a 30 day written notice to Agency.

4.6 If any provision(s) of this Agreement shall be held to be invalid, illegal, or unenforceable by a court, by HUD, or other competent tribunal the validity, legality, and enforceability of the remaining provisions shall not be impaired thereby. In such event, the parties hereby agree to use their best efforts to replace the respective provision or provisions with terms and conditions approximating the original intent of the parties and conforming in all respects with applicable law and HUD regulations and directives.

4.7 Each party has the full power and authority to enter into and perform this Agreement, and the person signing on behalf of each party has been properly authorized and empowered to execute this Agreement.

4.8 The parties hereby acknowledge that they have read, understand, and intend to be bound by the terms and conditions contained herein.

City: City of College Station
1101 Texas Avenue
College Station, Texas 77840

Agency: Twin City Mission
P. O. Drawer 3490
2505 S. College Avenue
Bryan, Texas 77801

Executed this the ____ day of _____, 2010.

TWIN CITY MISSION

CITY OF COLLEGE STATION

By: Doug Weedon

By: _____
City Manager

Printed Name: Doug WEEDON

Date: _____

Title: CEO

Date: 9-13-10

APPROVED:

Alvin C. Fales
City Attorney

10-15-10
Date

Chief Financial Officer

Date

Director, Economic & Community Development

Date

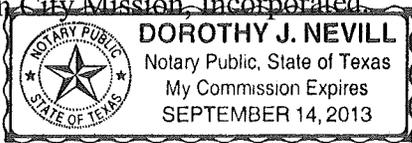
STATE OF TEXAS

)
)
)

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged before me on the 13th day of September, 2010,
by DOUG NEEDON in his/her capacity as CEO of
Twin City Mission, Incorporated



A handwritten signature in cursive script, appearing to read "Dorothy J. Nevill".

Notary Public in and for
The State of Texas

STATE OF TEXAS

)
)
)

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged before me on the ____ day of _____, 2010,
by _____ in his/her capacity as City Manager 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

EXHIBIT "A"

Code of Federal Regulations
Title 24. Housing and Urban Development
Subtitle A. Office of the Secretary, Department of Housing and Urban Development
Part 92. Home Investment Partnerships Program
Subpart E. Program Requirements
Eligible and Prohibited Activities

§ 92.209 Tenant-based rental assistance: Eligible costs and requirements.

(a) Eligible costs. Eligible costs are the rental assistance and security deposit payments made to provide tenant-based rental assistance for a family pursuant to this section. Administration of tenant-based rental assistance is eligible only under general management oversight and coordination at § 92.207(a).

(b) General requirement. A participating jurisdiction may use HOME funds for tenant-based rental assistance only if the participating jurisdiction makes the certification about inclusion of this type of assistance in its consolidated plan in accordance with 24 CFR 91.225(d)(1), 91.325(d)(1), or 91.425(a)(2)(i), and specifies local market conditions that lead to the choice of this option.

(c) Tenant selection. The participating jurisdiction must select families in accordance with written tenant selection policies and criteria that are consistent with the following:

(1) Low-income families. Tenant-based rental assistance may only be provided to very low- and low-income families. The participating jurisdiction must determine that the family is very low- or low-income before the assistance is provided. During the period of assistance, the participating jurisdiction must annually determine that the family continues to be low-income.

(2) Preferences for Individuals with Special Needs.

(i) The participating jurisdiction may establish a preference for individuals with special needs. The participating jurisdiction may offer, in conjunction with a tenant-based rental assistance program, particular types of non-mandatory services that may be most appropriate for persons with a special need or a particular disability. Generally, tenant-based rental assistance and the related services should be made available to all persons with special needs or disabilities who can benefit from such services.

(ii) The participating jurisdiction may also provide a preference for a specific category of individuals with disabilities (e.g., persons with HIV/AIDS or chronic mental illness) if the specific category is identified in the participating jurisdiction's consolidated plan as having unmet need and the preference is needed to narrow the gap in benefits and services received by such persons.

(iii) Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a). For example, a participating jurisdiction may not determine that persons given a preference under the program are therefore prohibited from applying for or participating in other programs or forms of assistance.

(3) Existing tenants in the HOME-assisted projects. A participating jurisdiction may select low-income families currently residing in housing units that are designated for rehabilitation or acquisition under the participating jurisdiction's HOME program. Participating jurisdictions using HOME funds for tenant-based rental assistance programs may establish local preferences for the provision of this assistance. Families so selected may use the tenant-based assistance in the rehabilitated or acquired housing unit or in other qualified housing.

(d) Portability of assistance. A participating jurisdiction may require the family to use the tenant-based assistance within the participating jurisdiction's boundaries or may permit the family to use the assistance outside its boundaries.

(e) Term of rental assistance contract. The term of the rental assistance contract providing assistance with HOME funds may not exceed 24 months, but may be renewed, subject to the availability of HOME funds. The term of the rental assistance contract must begin on the first day of the term of the lease. For a rental assistance contract between a participating jurisdiction and an owner, the term of the contract must terminate on termination of the lease. For a rental assistance contract between a participating jurisdiction and a family, the term of the contract need not end on termination of the lease, but no payments may be made after termination of the lease until a family enters into a new lease.

(f) Rent reasonableness. The participating jurisdiction must disapprove a lease if the rent is not reasonable, based on rents that are charged for comparable unassisted rental units.

(g) Tenant protections. The lease must comply with the requirements in § 92.253 (a) and (b).

(h) Maximum subsidy.

(1) The amount of the monthly assistance that a participating jurisdiction may pay to, or on behalf of, a family may not exceed the difference between a rent standard for the unit size established by the participating jurisdiction and 30 percent of the family's monthly adjusted income.

(2) The participating jurisdiction must establish a minimum tenant contribution to rent.

(3) The participating jurisdiction's rent standard for a unit size must be based on:

(i) Local market conditions; or

(ii) For each unit size, may not be less than 80 percent of the published Section 8 Existing Housing fair market rent (in effect when the payment standard amount is adopted) nor more than the fair market rent or HUD-approved community-wide exception rent (in effect when the participating jurisdiction adopts its rent standard amount). (Community-wide exception rents are maximum gross rents approved by HUD for the Rental Certificate Program under 24 CFR 882.106(a)(3) for a designated municipality, county, or similar locality, which apply to the whole PHA jurisdiction.) A participating jurisdiction may approve on a unit-by-unit basis a subsidy based on a rent standard that exceeds the applicable fair market rent by up to 10 percent for 20 percent of units assisted.

(i) Housing quality standards. Housing occupied by a family receiving tenant-based assistance under this section must meet the requirements set forth in 24 CFR 982.401. The participating jurisdiction must inspect the housing initially and re-inspect it annually.

(j) Security deposits.

(1) A participating jurisdiction may use HOME funds provided for tenant-based rental assistance to provide loans or grants to very low- and low-income families for security deposits for rental of dwelling units whether or not the participating jurisdiction provides any other tenant-based rental assistance under this section.

(2) The relevant State or local definition of "security deposit" in the jurisdiction where the unit is located is applicable for the purposes of this part, except that the amount of HOME funds that may be provided for a security deposit may not exceed the equivalent of two month's rent for the unit.

(3) Only the prospective tenant may apply for HOME security deposit assistance, although the participating jurisdiction may pay the funds directly to the tenant or to the landlord.

(4) HOME funds for security deposits may be provided as a grant or as a loan. If they are provided as a loan, the loan repayments are program income to be used in accordance with § 92.503.

(5) Paragraphs (b), (c), (d), (f), (g), and (i) of this section are applicable to HOME security deposit assistance, except that income determinations pursuant to paragraph (c)(1) of this section and Housing Quality Standard inspections pursuant to paragraph (i) of this section are required only at the time the security deposit assistance is provided.

(k) Program operation. A tenant-based rental assistance program must be operated consistent with the requirements of this section. The participating jurisdiction may operate the program itself, or may contract with a PHA or other entity with the capacity to operate a rental assistance program. The tenant-based rental assistance may be provided through an assistance contract to an owner that leases a unit to an assisted family or directly to the family. In either case, the participating jurisdiction (or entity operating the program) must approve the lease.

(l) Use of Section 8 assistance. In any case where assistance under section 8 of the 1937 Act becomes available to a participating jurisdiction, recipients of tenant-based rental assistance under this part will qualify for tenant selection preferences to the same extent as when they received the tenant-based rental assistance under this part.

[62 FR 28928, May 28, 1997; 67 FR 61756, Oct. 1, 2002]

SOURCE: 61 FR 48750, Sept. 16, 1996, unless otherwise noted.

AUTHORITY: 42 U.S.C. 3535(d) and 12701-12839.

24 C. F. R. § 92.209, 24 CFR § 92.209

Current through December 11, 2008; 73 FR 75527

Copr. (C) 2008 Thomson Reuters/West

END OF DOCUMENT

EXHIBIT "B"

Copy of "Twin City Mission Housing Services Security Deposit Program" guidelines follows:

Twin City Mission Housing Services Security Deposit Program

Purpose

These Program Guidelines have been developed to facilitate the efficient and effective operation of the Security Deposit Program of Twin City Mission. The Security Deposit Program is administered by Twin City Mission. Funding for this program is provided under Title II of the National Affordable Housing Act (1990) through the HOME Investment Partnership (HOME) program under the regulations and policies established by the City of College Station, Texas in conjunction with the United States Department of Housing and Urban Development (HUD).

Objectives

TCM Security Deposit Program will assist low-income individuals and families secure decent, safe and sanitary housing in a Housing Tax Credit (HTC) apartment complex in College Station, Texas. The Program will help to reduce homelessness in College Station, Texas by providing the security deposit that will enable individuals and families to lease an affordable rental unit.

Eligible Applicants

1. Applicants must meet the HUD Income Guidelines and provide documentation to verify all household income.
2. Applicants must be United States Citizens, U.S. Non-Citizen Nationals, or Qualified Aliens as defined by Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. Qualified alien status will be verified by the Citizenship and Immigration Services division of the U.S. Department of Homeland Security.
3. Applicant must provide a government photo identification card.
4. Applicant must provide copies of Social Security cards for all household members.
5. Applicant must be at least 18 years of age.
6. Applicant must meet approval requirements as defined by the HTC program.
7. Applicants cannot have previously received security deposit assistance through this program.

Payment Information

Security deposit assistance cannot exceed \$500.00 per unit. The Security Deposit Program provides assistance on a one-time basis. Applicants will not be eligible for additional assistance from the program.

When the tenant moves from the unit, the security deposit will be refunded to the tenant in accordance with State and local law.

The Security Deposit Program cannot be used to pay pet deposits.

Security deposits are paid directly to the apartment complex.

Application Process

- 1) Applications can be obtained from any HTC Apartment Complex within the City Limits of College Station.
- 2) Completed applications must be submitted by fax to Twin City Mission at (979) 822-7838. Applicants who need assistance in completing the application can make an appointment by contacting the Housing Case Manager at (979) 822-1492. Bi-lingual services are available.
- 3) The completed Security Deposit Application, Referral Form, and other required documentation must be submitted by the HTC apartment complex staff to Twin City Mission.
- 4) Twin City Mission will request the City of College Station Economic & Community Development CS-E&CD) staff to perform an inspection of the assigned rental unit to ensure that the unit meets Housing Quality Standards. CS-E&CD will perform the inspection within a reasonable time period following the request for inspection.
- 5) Upon determination that the rental unit meets Housing Quality Standards, CS-E&CD staff will provide a copy of the written inspection to TCM signifying acceptance of the rental unit. Approval authorization and a copy of the completed inspection report will be forwarded to the appropriate HTC apartment complex for inclusion in the tenant file.
- 6) The tenant will not be allowed to move-into the rental unit until the inspection has been completed and the approval authorization has been submitted.

Waiting List

If necessary, a waiting list will be maintained by time and date of application.

Payment to Apartment Complexes

Apartment management will be paid monthly for approved applications. The paperwork for each applicant must be turned into the TCM Housing Services Office by the last day of each month. Checks will be issued during the second week of each month. Incomplete applications will not be processed for payment until all documentation is received in the TCM Housing Services Office. Each application should contain the following information: application; verification of income; copy (both front and back) of social security cards for each household member; and copy (both front and back) of photo ID for Head of Household.

Exhibit "C"

Tenant Based Rental Assistance (TBRA) Set-up Form HOME Investment Partnership Program (HOME)

Check the appropriate box: <input type="checkbox"/> 3 Original Submission <input type="checkbox"/> Change Owner's Address <input checked="" type="checkbox"/> Revision	Name and Phone Number of Person Completing Form:
--	--

A. General Activity Information

1. Participant Name: Twin City Mission	2. County Code: 048	3. IDIS Activity ID Number: 365	4. Activity Name: Security Deposit Assistance
---	------------------------	------------------------------------	--

Set Up Activity

B. Objective and Outcome

1. Objective (enter coder): 2 (1) Create suitable living environment (2) Provide decent affordable housing (3) Create Economic Opportunities	2. Outcome (enter code): 2 (1) Availability/accessibility (2) Affordability (3) Sustainability
--	--

C. Household Characteristics (refer to code below where applicable)

Last Name	# of Bdrms	S e c D e p	Monthly Rent	%	Household				Tenant Contract			Apt Complex Heritage, Haven, WP, TP, Villas	
					M e d	Hispanic Y/N	Race	Size	Type	Paid to O=Owner T=Tenant	New? Y/N		Months (1 to 24)
			\$0										
			\$0										
			\$0										
			\$0										
			\$0										
			\$0										
			\$0										
			\$0										
			\$0										
			\$0										
			\$0										
			\$0										

D. Total/Subtotal of HOME Funds Requested: \$

E. TBRA Units

Number of TBRA Units:

Designated for the homeless: _____

Of those the number designated for the chronically homeless: _____

Was this activity carried out by a Faith-based Organization (Y/N)? No

October 14, 2010
Consent Agenda Item No. 2p
Contract and Grant for HOME Programs, EMBRACE Brazos Valley Agency

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, possible action, and discussion on a resolution approving a contract for the grant of federal HOME CHDO Set-Aside funds with EMBRACE Brazos Valley in the amount of \$198,607.50 for construction of affordable housing

Relationship to Strategic Goals: Goal 1.1 Spending taxpayer money efficiently; Goal III.12 Housing Affordability

Recommendation(s): Staff recommends approval of the Contract. These funds have already been approved for this use in the current Community Development Budget and, per federal regulation, will be recaptured by HUD if not made available for this activity.

Summary: The federal HOME Program provides assistance to income qualified persons by providing funds for a variety of affordable housing activities. The City is required by HUD to make 15% of each year's HOME grant allocation available for non-profit agencies that meet the definition of a Community Housing Development Organization (CHDO). CHDO's must have, as one of their goals, the provision of affordable housing. They must also have board make-ups that comply with HOME Program requirements. The 15% CHDO set-aside funds may be used for most HOME eligible activities. If these set-aside funds are not made available to an eligible non-profit CHDO, or if no eligible non-profit CHDO is available to utilize the funding, those funds will be recaptured by HUD. On August 31, 2010, two (2) bid proposals were received in response to Bid No. 10-91 for the construction of new, single-family residence(s) with CHDO set aside funds. Both bids were considered. This agreement designates \$198,607.50 of unobligated HOME Grant funds to be used by the CHDO toward the construction of affordable homes.

The attached agreement requires the CHDO to build two affordable homes at 4204 Cedar Creek Ct. (Lot 8, Block 2 of Creek Meadows Sec 4 Ph 1) and 4205 Cedar Creek Ct. (Lot 3, Block 2 of Creek Meadows Sec 4 Ph 1). EMBRACE Brazos Valley

Budget & Financial Summary: Funding for this contract will come entirely from the Community Development FY2008 and FY2009 federal HOME Investment Partnership Program Grants budget. These funds were approved by council for these activities in the Community Development 2008 and 2009 Action Plans, and the 2005-2010 Consolidated Plan. These funds may only be used by eligible CHDO's. HOME grant funds are required to be allocated within 24 months of the grant year, and expended within 5 years.

Attachment: Contract and Grant for HOME Programs; Bid Tabulation

CITY OF COLLEGE STATION, TEXAS

**CONTRACT AND GRANT FOR
HOME PROGRAMS**

Article I. PARTIES

Section 1.01 This HOME CHDO Allocation of Funding Contract (the "Contract") is between the **City of College Station** ("City"), a political subdivision of the State of Texas, and, **EMBRACE Brazos Valley, Inc.**, ("Recipient"), a Texas Non-Profit Corporation (collectively referred to as the "Parties").

Article II. CONTRACT PERIOD

Section 2.01 This contract shall commence on October 1, 2010 and shall terminate on September 30, 2013 unless extended by agreement of the Parties in writing.

Article III. RECIPIENT PERFORMANCE

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

Section 3.02 In the event the affordability requirements of 24 CFR 254 are not satisfied by Recipient hereunder, Recipient shall bear ultimate responsibility for repayment of HOME funds.

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

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

Section 3.05 Recipient agrees that all applicants for housing funded under this contract will comply with the City of College Station Down Payment Assistance Program (DAP) guidelines of October 19, 2009, or as may be amended.

Article IV. CITY OBLIGATIONS

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

- (a) The Parties agree that City's obligations to meet City's liabilities under Article IV of this contract are contingent upon the actual receipt of adequate local and/or federal funds. If adequate funds are not available to make payments under this contract, City shall notify Recipient in writing within a reasonable time after such fact is determined. City shall then terminate this contract and shall not be liable for failure to make payments to Recipient under this contract.
- (b) City shall not be liable to Recipient for any costs incurred by Recipient, or any portion thereof, which have been paid to Recipient or which are subject to payment to Recipient, or which have been reimbursed to Recipient, or are subject to reimbursement to Recipient, by any source other than City or Recipient.
- (c) City shall not be liable to Recipient for any costs incurred by Recipient which are not eligible project costs, as set forth in 24 CFR 92.206(A) and Article VI of this contract. Funds provided under this contract shall not be used nor shall City be liable for payment of costs associated directly or indirectly incurred because of prohibited activities as defined in 24 CFR 92.214.
- (d) City shall not be liable to Recipient for any costs incurred by Recipient or for any performances rendered by Recipient which are not strictly in accordance with the terms of this contract, including the terms of Exhibits A, B, C, D, and E of this contract.
- (e) City shall not be liable for costs incurred or performance rendered by Recipient before commencement or after termination of this contract.

Section 4.02 LIMIT OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, THE TOTAL OF ALL PAYMENTS AND OTHER OBLIGATIONS INCURRED BY CITY UNDER THIS CONTRACT SHALL UNDER NO CIRCUMSTANCES EXCEED NINETY SIX THOUSAND, EIGHT HUNDRED FORTY AND 00/100, (\$96,840.00), FROM THE FY 2009 (HUD GRANT YEAR 2008) AND ONE HUNDRED ONE THOUSAND, SEVEN HUNDRED SIXTY SEVEN AND 50/100, (\$101,767.50), FROM THE FY 2010 (HUD GRANT YEAR 2009) BUDGET.

Article V. DISBURSEMENT OF FUNDS

Section 5.01 City shall pay costs incurred which it determines are eligible and which are properly submitted under this contract in accordance with the requirements of 24 CFR 92.502. Recipient may not request disbursement of funds under this contract until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount of money needed to pay eligible costs actually incurred, and may not include amounts for prospective or future needs. Disbursement of operating funds is limited to a maximum of \$50,000 per calendar year by 24 CFR 92.300 (f).

Section 5.02 Any and all Program Income as defined by 24 CFR 84.2 must be disbursed by Recipient prior to

requesting a disbursement of funds from the City. CHDO proceeds from the sale of properties developed under this contract are not to be considered program income but may be retained by the CHDO as allowed under 24 CFR 92.300(a)(2). However, twenty-five (25%) of CHDO Proceeds under this Contract shall be returned to the City of College Station at closing of the second home constructed and sold under this contract. All other such proceeds retained by the CHDO must be used for future HOME-eligible projects within the jurisdictional boundaries of the City of College Station.

Section 5.03 The Parties agree that City's obligations to make payments under this contract is contingent upon Recipient's full and satisfactory performance of its obligations under this contract. City reserves the right to recover, recapture or offset funds paid under this contract in the event City determines that Recipient will be unable to commit or expend funds within the prescribed time, as determined by City. Recipient agrees to refund to the City all funds that the City in its sole discretion determines to have been used for ineligible and/or unapproved purposes. Such refunds will be made within thirty (30) days of notification by the City of the ineligible expenditure.

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

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

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

Article VII. RETENTION AND ACCESSIBILITY OF RECORDS

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

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

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

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

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

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

Article VIII. REPORTING REQUIREMENTS

Section 8.01 Recipient shall submit to City such reports on the operation and performance of this contract as may be required by City including but not limited to the reports specified in this Article VIII. Recipient shall provide City with all reports necessary for City's compliance with 24 CFR Sections 92.508, 92.509 and 24 CFR SUBPART J or any other applicable statute, law or regulation. Recipient agrees to furnish the City with information on program participants, including: income verifications, race, ethnicity, age, sex, family status, disability status and head-of-household status. Recipient will report any project and/or program delays or modifications and await City approval before proceeding. Recipient will also report any instances of client fraud or program abuse to the City. Recipient agrees to meet with the City to discuss progress or concerns as the need arises and at the City's request. Recipient also agrees to report on a bi-annual basis to the City on program/project status. This must be a written report of the status on recently completed, ongoing, and pre-approved programs and/or projects and must include information for the reporting period to include the status on: applicant approvals/denials; projects/programs approved; fund disbursements; project bidding information; property sales; contractor/subcontractor utilization to include: race, sex, ethnicity, addresses, social security numbers and amounts billed and paid; use of program income, repayments, and recaptured funds; and other information as specified by the City.

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

Article IX. MONITORING

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

Article X. INDEPENDENT CONTRACTOR

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

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

Article XI. INDEMNIFICATION

Section 11.01. RECIPIENT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS CITY, ITS PUBLIC OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DEMANDS, JUDGMENTS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING REASONABLE ATTORNEY FEES, COSTS AND EXPERT FEES, WHICH MAY BE ASSERTED BY ANY THIRD PARTY OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH THE SERVICES AND WORK TO BE PERFORMED BY RECIPIENT UNDER THIS CONTRACT.

SECTION 11.02. BY ENTERING INTO THIS CONTRACT THE CITY DOES NOT WAIVE ITS GOVERNMENTAL IMMUNITY, THE LIMITATIONS AS TO DAMAGES CONTAINED IN THE TEXAS TORT CLAIMS ACT OR CONSENT TO SUIT.

Article XII. SUBCONTRACTS

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

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

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

Section 12.04 Recipient shall submit a subcontractor utilization report prior to beginning work and prior to hiring any additional subcontractors.

Article XIII. CONFLICT OF INTEREST

Section 13.01 No person who (a) is an employee, agent, consultant, officer or elected or appointed official of City or of any applicant that receives funds and who exercises or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this contract or (b) who is in a position to participate in a decision-making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a HOME assisted activity, or have an interest in any contract, subcontract or contract (or the proceeds thereof) with respect to a HOME assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Recipient shall ensure compliance with applicable provisions under 24 CFR Sections 84.40 - 84.48 and OMB Circular A-110 in the procurement of property and services.

Article XIV. NONDISCRIMINATION AND SECTARIAN ACTIVITY

Section 14.01 Equal Opportunity. Recipient shall ensure that no person shall on the grounds of race, color, religion, sex, handicap, family status, or national origin be excluded from participation in, be denied the

benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this contract. In addition, funds provided under this contract must be made available in accordance with the requirements of Section 3 of the HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12USC1701u) that:

- (a) To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds provided under this contract be given to low-income persons residing within the general local government area in which the project is located; and
- (b) To the greatest extent feasible, contracts for work to be performed in connection with any such project be awarded to business concerns, including, but not limited to, individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan City as the project.

Section 14.02 Religious Organizations. Funds provided under this contract may not be provided to primarily religious organizations, such as churches, for any activity, including secular activities. In addition, funds provided under this contract may not be used to rehabilitate or construct housing owned by primarily religious organizations, such as churches, for any activity, including secular activities. In addition, funds provided under this contract may not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. The completed housing project must be used exclusively by the owner entity for secular purposes and must be available to all persons regardless of religion. There must be no religious or membership criteria for tenants of the property as specified under 24 CFR 92.257.

Article XV. LEGAL AUTHORITY

Section 15.01 Recipient assures and guarantees that Recipient possesses the legal authority to enter into this contract, to receive funds authorized by this contract, and to perform the services Recipient has obligated itself to perform hereunder.

Section 15.02 The person or persons signing and executing this contract on behalf of Recipient, or representing themselves as signing and executing this contract on behalf of Recipient, do hereby warrant and guarantee that he, she or they have been duly authorized by Recipient to execute this contract on behalf of Recipient and to validly and legally bind Recipient to all terms, performances, and provisions herein set forth.

Section 15.03 Recipient shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by U.S. Department of Housing and Urban Development. In addition, City shall have the right to suspend or terminate this contract if Recipient is debarred, suspended, proposed for debarment, or ineligible to participate in the HOME Program.

Article XVI. LITIGATION AND CLAIMS

Section 16.01 Recipient shall give City immediate notice in writing of a) any action, including any proceeding before an administrative agency, brought or filed against Recipient in connection with this contract; and b) any claim against Recipient, the cost and expense of which Recipient may be entitled to be reimbursed by City. Except as otherwise directed by City, Recipient shall furnish immediately to City copies of all documents received by Recipient with respect to such action, proceeding, or claim.

Article XVII. CHANGES AND AMENDMENTS

Section 17.01 Except as specifically provided otherwise in this contract, any alterations, additions, or deletions to the terms of this contract shall be by amendment hereto in writing and executed by both the Parties to this contract.

Section 17.02 It is understood and agreed by the Parties hereto that any performance under this contract must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to City by Recipient, and the assurances and certifications made to the United States Department of Housing and Urban Development by the City with regard to the operation of the HOME Program.

Section 17.03 Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or state law or regulations are automatically incorporated into this contract without written amendment hereto, and shall become effective on the date designated by such law or regulations. All other amendments to the contract must be in writing and signed by both Parties, except as provided in paragraphs 17.02 and 17.03.

Article XVIII. SUSPENSION

Section 18.01 In the event Recipient fails to comply with any term of this contract, City may, upon written notification to Recipient, suspend this contract in whole or in part and withhold further payments to Recipient, and prohibit Recipient from incurring additional obligations of funds under this contract.

Article XIX. TERMINATION

Section 19.01 The City may terminate this contract in whole or in part, in accordance with 24 CFR 85.43 and this Article or as provided in this contract. In the event Recipient materially fails as determined by City, to comply with any term of this contract, whether stated in a Federal statute or regulation, an assurance, in a City plan or application, a notice of award, or elsewhere, City may take one or more of the following actions:

- (a) Temporarily withhold cash payments pending correction of the deficiency or default by the Recipient.
- (b) Disallow all or part of the cost of the activity or action not in compliance; and require immediate repayment of such disallowed costs.

- (c) Withhold further HOME awards from Recipient.
- (d) Exercise other rights and remedies that may be legally available as determined by the City to comply with the terms of this contract.
- (e) City may terminate this contract for convenience in accordance with 24 CFR 85.44.

Article XX. AUDIT

Section 20.01 Unless otherwise directed by City, Recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this contract, subject to the following conditions and limitations:

- (a) Recipient shall have an audit made in accordance with 24 CFR 92.506, THE SINGLE AUDIT ACT OF 1984, 31 U.S.C. 7501 et. seq., and OMB Circular No.133, "AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS", for any of its fiscal years included within the contract Period, in which Recipient receives more than \$300,000.00 in federal financial assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative contracts, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of State and local government;
- (b) At the option of Recipient, each audit required by this Article may cover either Recipient's entire operations or each department, agency, or establishment of Recipient which received, expended, or otherwise administered federal funds;
- (c) Notwithstanding paragraphs 4.01(c) and (d), Recipient shall utilize operating expense funds budgeted under this contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by City under this contract, provided however that City shall not make payment for the cost of such audit services until City has received the complete and final audit report from Recipient;
- (d) Unless otherwise specifically authorized by City in writing, Recipient shall submit the complete and final report of such audit to City within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each fiscal period included within the period of this contract. Audits performed under Subsection A of this Article XX are subject to review and resolution by City or its authorized representative.
- (e) As part of its audit, Recipient shall verify expenditures according to the Budget attached as Exhibit B.

Section 20.02 Notwithstanding Paragraph 20.01 City reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this contract. Recipient agrees to permit City or its authorized representative to audit Recipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

Section 20.03 Recipient understands and agrees that it shall be liable to City for any costs disallowed pursuant to

financial and compliance audit(s) of funds received under this contract. Recipient further understands and agrees that reimbursement to City of such disallowed costs shall be paid by Recipient from funds which were not provided or otherwise made available to Recipient under this contract.

Section 20.04 Recipient shall take all necessary actions to facilitate the performance of such audit or audits conducted pursuant to this Article XX as City may require of Recipient.

Section 20.05 All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

Article XXI. ENVIRONMENTAL CLEARANCE REQUIREMENTS

Section 21.01 Recipient understands and agrees that by the execution of this contract, City shall assume the responsibilities for environmental review, decision making, and other action which would otherwise apply to City in accordance with and to the extent specified in 24 CFR, PART 58. In accordance with 24 CFR 58.77(b), Recipient further understands and agrees that City shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

Section 21.02 Funds provided under this contract, may not be obligated and expended before the actions specified in this Article occur.

Section 21.03 City shall prepare and maintain a written Environmental Review Record for this project in accordance with 24 CFR PART 58 to ensure compliance with the NATIONAL ENVIRONMENTAL POLICY ACT (NEPA). Recipient must also maintain a copy of the Environmental Review Record in Recipient's project file. City must comply with all other applicable environmental requirements as specified in Exhibit D of this contract. City shall document its compliance with such other requirements in its environmental review file.

Article XXII. SPECIAL CONDITIONS

Section 22.01 City shall not release any funds for any costs incurred by Recipient under this contract until City has received certification from Recipient that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for funds provided under this contract. City shall specify the content and form of such certification.

Section 22.02 Affordability. Funds provided under this contract must meet the affordability requirement of 24 CFR 92.254 and the HOME rules as applicable. The City shall reduce HOME investment amount to be recaptured on a pro-rata basis for the time the unit is in compliance with 24 CFR 92.254 and the HOME rules as applicable.

Section 22.03 Repayment. Recipient agrees that all repayments, including all interest and any other return on the investment of HOME funds will be made to City pro-rata. The formula for repayment is the funds received which are subject to repayment divided by the number of months in the period of affordability multiplied by the number of months that a home is not operated in accordance with the affordability requirement.

Section 22.04 Housing Quality Standards. Recipient shall ensure that all housing assisted with funds provided under this contract shall meet the requirements of 24 CFR 92.251 for the duration of this contract.

Section 22.05 Affirmative Marketing. Should funds from this contract be used in the construction of five (5) or more dwelling units, Recipient shall adopt Affirmative Marketing procedures and requirements. The Affirmative Marketing procedures and requirements shall include, but need not be limited to, those specified in 24 CFR 92.351. City will assess the efforts of the Recipient during the marketing of the units by use of compliance certification. Where a Recipient fails to follow the Affirmative Marketing procedures and requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the City may deem necessary. Recipient must provide City with an annual assessment of the Affirmative Marketing program of the development, if and Affirmative Marketing program is required under this section. The assessment must include:

- (a) Method used to inform the public and potential residents about Federal Fair Housing laws and Affirmative Marketing policy. Recipient's advertising of housing must include the Equal Housing Opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or signage. Recipient may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.
- (b) Records describing actions taken by the Recipient to affirmatively market housing and records to assess the results of these actions. Recipient must maintain a file containing all marketing efforts (i.e. copies of newspapers ad, memos of phone calls, copies of letters) to be available for inspection at least annually by City.
- (c) Recipient shall solicit applications for housing from persons in the housing market who are least likely to apply for housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the housing is located shall be considered those least likely to apply.
- (d) Recipient shall maintain a listing of all residents residing in each home through the end of the compliance period.
- (e) The Recipient will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in the preceding paragraph.

Section 22.06 Enforcement of Affordability. City shall provide a legally enforceable contract consisting of a Real Estate Lien Note and Deed of Trust, containing remedies adequate to enforce the affordability requirements of 24 CFR 92.254, as applicable, for each activity assisted under this contract, to be recorded in the real property records of Brazos County. Funds recaptured because housing no longer meets the affordability requirements under 24 CFR 92.254(a)(5) are subject to the requirements of 24 CFR 92.503.

Section 22.07 Reversion of Assets. Upon termination of this contract, all funds remaining on hand on the date of termination and all accounts receivable attributable to the use of funds received under this contract shall revert to City. Recipient shall return these assets to City within seven (7) days after the date of termination. This section does not refer to CHDO proceeds from the sale of property.

Section 22.08 Flood Hazards. Funds provided under this contract may not be used in connection with acquisition, rehabilitation, or construction of a development located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards.

Section 22.09 Fair Housing. Recipient participating in the HOME program shall use affirmative fair housing marketing practices in determining eligibility and concluding all transactions. These requirements apply to all projects of five (5) or more units. Each participating entity must affirmatively further fair housing in accordance with 24 CFR 92.350.

Section 22.10 Displacement, Relocation, and Acquisition. Recipient must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this contract. Recipient must comply with the applicable provisions of 24 CFR 92.353.

Section 22.11 Property Standards. Recipient shall ensure that all housing assisted with funds provided under this contract (1) shall meet the lead-based paint requirements in 24 CFR 92.355 upon project completion and (2) shall meet the requirements of 24 CFR 92.355 for the duration of this contract.

Section 22.12 All documents necessary for the conveyance of real property, pursuant to the contract, must be approved, prior to execution, by the City. (i.e. deeds, notes, Deed of Trust, etc.)

Section 22.13 Funding under this contract is contingent upon Recipient meeting all terms, conditions of this contract.

Section 22.14 This contract and the performance hereunder may not be assigned without the express written consent of City.

Section 22.15 This contract is binding on Recipient's assigns and successors-in-interest.

Article XXIII. ORAL AND WRITTEN CONTRACTS

Section 23.01 All oral and written contracts between the Parties relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

Section 23.02 The attachments enumerated and denominated below are hereby made a part of this contract, and constitute promised performances by Recipient in accordance with Article III of this contract.

- (a) Exhibit A. Performance Statement
- (b) Exhibit B. Budget
- (c) Exhibit C. Project Implementation Schedule
- (d) Exhibit D. Applicable Laws and Regulations
- (e) Exhibit E. Certifications

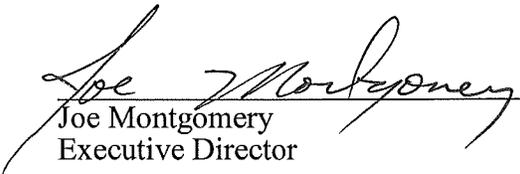
Article XXIV. VENUE

Section 24.01 For purposes of litigation pursuant to this contract, venue shall lie in Brazos County, Texas

Article XXV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Section 25.01 Recipient shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of contractor under this contract. Upon request by City, Recipient shall furnish satisfactory proof of its compliance herein.

EMBRACE BRAZOS VALLEY, INC.



Joe Montgomery
Executive Director

Date

CITY OF COLLEGE STATION

By: _____
Mayor

Date

ATTEST:

By: _____
City Secretary

Date

APPROVED:

City Manager

Date

City Attorney



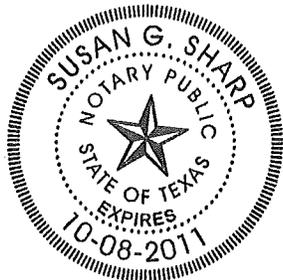
Date

Chief Financial Officer

Date

STATE OF TEXAS §
 § **ACKNOWLEDGMENT**
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 20th day of October, 2010, by Joe Montgomery, in his capacity as Executive Director of EMBRACE Brazos Valley, Inc., a Texas Non-Profit Corporation.



Susan G. Sharp
Notary Public in and for
the State of Texas

STATE OF TEXAS §
 § **ACKNOWLEDGMENT**
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the _____ day of _____, 2010, by _____, as Mayor of the City of College Station, a Texas municipal corporation, on its behalf.

Notary Public in and for
the State of Texas

**EXHIBIT A
PERFORMANCE STATEMENT**

EMBRACE BRAZOS VALLEY, INC.

Recipient is awarded \$96,840.00 from the City of College Station FY 2008 (HUD Grant Year 2009) HOME Investment Partnerships Program – Community Housing Development Organization (CHDO) set-aside funds. Additionally, Recipient is awarded \$101,767.50 from the City of College Station FY 2009 (HUD Grant Year 2010) HOME Investment Partnerships Program – CHDO set-aside funds. These funds must be used for **Acquisition of in-fill property at 4204 Cedar Creek Ct. (Lot 8, Block 2 of Creek Meadows Sec 4 Ph 1) and 4205 Cedar Creek Ct. (Lot 3, Block 2 of Creek Meadows Sec 4 Ph 1) and construction of two new affordable, single family residences. The homes constructed shall be of the design approved by the City.**

All work must be in compliance with current City of College Station Building Codes. Recipient shall dedicate all easements required by City including blanket easements which shall be substituted with as-built easements for all City utilities. The project must be substantially completed within two (2) years of the date of this contract. All work must be done according to recipient's response to RFP 10-91 unless formally amended with a written letter to the City.

All required permits must be obtained prior to any work commencing. All required inspections must be performed by the City of College Station Building Inspectors.

Recipient must provide written notification of all subcontractors to City.

Upon completion of such construction Recipient must submit a copy of all receipts paid. At that point, the City will have 30 days to make payment on said receipts, not to exceed maximums established in Exhibit B, Budgets.

Within six (6) months from issuance of the Certificate of Occupancy, said HOME unit must be occupied by an eligible resident. Recipient is not prohibited from conducting a background check on credit history or criminal history.

Income does not constitute program income, recaptured funds, or repayment of funds. However, any program income, recaptured funds, recaptured funds, or repayment of any funds must be immediately returned to the City of College Station Department of Economic and Community Development - HOME Investment Partnerships Program. The City grants the Recipient the authority for the right to maintain all project proceeds. Any/all program income, recaptured funds, repaid funds, project proceeds, etc., are subject to this contract.

**EXHIBIT B
BUDGET**

EMBRACE BRAZOS VALLEY, INC.

SOURCES OF FUNDS:

Maximum Proceeds of grant under the contract	\$198,607.50
--	--------------

USES OF FUNDS:

Eligible Construction Costs and Acquisition of Land (Maximum Acquisition Expense under this contract - \$120,000)	\$198,607.50
--	--------------

EXHIBIT C

PROJECT IMPLEMENTATION SCHEDULE

CONTRACT START DATE: October 1, 2010

CONTRACT END DATE: September 30, 2013

Property Acquisition – Funds from this contract may be used to acquire the properties at 4204 Cedar Creek Ct. (Lot 8, Block 2 of Creek Meadows Sec 4 Ph 1) and 4205 Cedar Creek Ct. (Lot 3, Block 2 of Creek Meadows Sec 4 Ph 1) in College Station for the purpose of constructing the project identified in Exhibit A. Acquisition and closing to be completed by November 1, 2010.

Construction Phase – Construction for this project is scheduled to begin November 1, 2010 with completion and certificate of occupancy date no later than August 31, 2011. The issuance of a building permit will constitute start of construction.

EXHIBIT D

THE APPLICABLE LAWS AND REGULATIONS

Recipient shall comply with all federal, state, and local laws and regulations applicable to the activities and performances rendered by Recipient under this contract including but not limited to the laws, and the regulations specified in Section I through VI of this Exhibit D.

I. CIVIL RIGHTS

THE FAIR HOUSING ACT (42 U.S.C. 3601-20) AND IMPLEMENTING REGULATIONS AT 24 CFR PART 100; EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259 (3 CFR, 1958-1963 COMP., P. 652 AND 3 CFR, 1980 COMP., P. 307) (EQUAL OPPORTUNITY IN HOUSING) AND IMPLEMENTING REGULATIONS AT 24 CFR, PART 107; AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000D) (NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS) AND IMPLEMENTING REGULATIONS ISSUED AT 24 CFR, PART 1;

EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259, AND 24 CFR PART 107, "NONDISCRIMINATION AND EQUAL OPPORTUNITY IN HOUSING UNDER EXECUTIVE ORDER 11063". THE FAILURE OR REFUSAL OF RECIPIENT TO COMPLY WITH THE REQUIREMENTS OF EXECUTIVE ORDER 11063 OR 24 CFR, PART 107 SHALL BE A PROPER BASIS FOR THE IMPOSITION OF SANCTIONS SPECIFIED IN 24 CFR 107.60;

THE PROHIBITION AGAINST DISCRIMINATION ON THE BASIS OF AGE UNDER THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C. 6101-07) AND IMPLEMENTING REGULATIONS AT 24 CFR, PART 146, AND THE PROHIBITIONS AGAINST DISCRIMINATION AGAINST HANDICAPPED INDIVIDUALS UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. 794) AND IMPLEMENTING REGULATIONS AT 24 CFR, PART 8;

THE REQUIREMENTS OF EXECUTIVE ORDER 11246 (3 CFR 1964-65, COMP., P. 339) (EQUAL EMPLOYMENT OPPORTUNITY) AND THE IMPLEMENTING REGULATIONS ISSUED AT 41 CFR, CHAPTER 60.

THE REQUIREMENTS OF 24 CFR 92.351 (MINORITY OUTREACH), EXECUTIVE ORDERS 11625 AND 12432 (CONCERNING MINORITY BUSINESS ENTERPRISE), AND 12138 (CONCERNING WOMEN'S BUSINESS ENTERPRISE). CONSISTENT WITH HUD'S RESPONSIBILITIES UNDER THESE ORDERS, RECIPIENT MUST MAKE EFFORTS TO ENCOURAGE THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES IN CONNECTION WITH HOME FUNDED ACTIVITIES. RECIPIENT MUST PRESCRIBE PROCEDURES ACCEPTABLE TO THE CITY TO ESTABLISH ACTIVITIES TO ENSURE THE INCLUSION, TO THE MAXIMUM EXTENT POSSIBLE, OF MINORITIES AND WOMEN, AND ENTITIES OWNED BY MINORITIES AND WOMEN. THE CONTRACTOR / SUBCONTRACTOR WILL BE REQUIRED TO IDENTIFY CONTRACTS WHICH HAVE BEEN BID BY MINORITY OWNED, WOMEN OWNED, AND/OR SMALL DISADVANTAGED BUSINESSES.

THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C., SECTION 6101 ET SEQ.);

SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C., SECTION 794) AND "NONDISCRIMINATION BASED ON HANDICAP IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT", 24 CFR, PART 8. BY SIGNING THIS

CONTRACT, RECIPIENT UNDERSTANDS AND AGREES THAT THE ACTIVITIES FUNDED HEREIN SHALL BE OPERATED IN ACCORDANCE WITH 24 CFR, PART 8; AND THE ARCHITECTURAL BARRIERS ACT OF 1968 (42 U.S.C., SECTION 4151 ET. SEQ.) INCLUDING THE USE OF A TELECOMMUNICATIONS DEVICE FOR DEAF PERSONS (TDDs) OR EQUALLY EFFECTIVE COMMUNICATION SYSTEM.

II. LEAD-BASED PAINT

TITLE IV OF THE LEAD-BASED PAINT POISONING PREVENTION ACT (42 U.S.C. SEC. 4831).

III. ENVIRONMENTAL STANDARDS

NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (42 U.S.C. SEC. 4321 ET. SEQ.) AND 40 CFR PARTS 1500-1508;

THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (16 U.S.C. SEC. 470 ET. SEQ.) AS AMENDED; PARTICULARLY SECTION 106 (16 U.S.C. SEC. 470F);

EXECUTIVE ORDER 11593, PROTECTION AND ENHANCEMENT OF THE CULTURAL ENVIRONMENT, MAY 13, 1971 (36 FED. REG. 8921), PARTICULARLY SECTION 2(C);

THE RESERVOIR SALVAGE ACT OF 1960 (16 U.S.C. SEC. 469 ET SEQ.). PARTICULARLY SECTION 3 (16 U.S.C. SEC. 469A-1), AS AMENDED BY THE ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974; FLOOD DISASTER PROTECTION ACT OF 1973, (42 U.S.C. SEC. 4001 ET. SEQ.) AS AMENDED, PARTICULARLY SECTIONS 102(A) AND 202(A) (42 U.S.C. SEC. 4012A (A) AND SEC. 4106(A);

EXECUTIVE ORDER 11988, FLOODPLAIN MANAGEMENT, MAY 24, 1977 (42 FED. REG. 26951), PARTICULARLY SECTION 2(A).

EXECUTIVE ORDER 11990 PROTECTION OF WETLANDS, MAY 24, 1977 (42 FED. REG. 26961), PARTICULARLY SECTIONS 2 AND 5.

THE SAFE DRINKING WATER ACT OF 1974, (42 U.S.C. SEC. 201, 300(F) ET SEQ.) AND (21 U.S.C. SEC. 349) AS AMENDED, PARTICULARLY SECTION 1424(E) (42 U.S.C. SEC. 300H-303(E);

THE ENDANGERED SPECIES ACT OF 1973, (16 U.S.C. SEC. 1531 ET. SQ.) AS AMENDED, PARTICULARLY SECTION 7 (16 U.S.C. SEC. 1536);

THE WILD AND SCENIC RIVERS ACT OF 1968, (16 U.S.C. SEC. 1271 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 7(B) AND (C)(16 U.S.C. SEC. 1278(B) AND (C);

THE CLEAN AIR ACT (41 U.S.C. SEC. 7401 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 176(C) AND (D) (42 U.S.C. SEC. 7506(C) AND (D);

FARMLANDS PROTECTION AND POLICY ACT OF 1981, (7 U.S.C. SEC. 4201 ET SEQ.)

24 CFR PART 51, ENVIRONMENTAL CRITERIA AND STANDARDS.

IV. ACQUISITION/RELOCATION

THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (42 U.S.C., SEC. 4601 ET. SEQ.), 49 CFR PART 24, AND 24 CFR SECTION 570.496A (55 FED. REG. 29309 (JULY 18, 1990))

V. LABOR REQUIREMENTS

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, AS AMENDED (40 USC 327-333)

COPELAND (ANTI-KICKBACK) ACT (40 USC 276c)

FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED (29 USC 201, ET. SEQ.)

EXHIBIT E

**CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certified, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: BY: _____ DATE: _____
 Joe Montgomery
 Executive Director
 EMBRAE BRAZOS VALLEY, INC.

October 25, 2010
Consent Agenda Item No. 2q
Annual purchase of EMS supplies.

To: Glenn Brown, City Manager

From: R. B Alley III, Fire Chief

Agenda Caption: Presentation, possible action, and discussion regarding the renewal of an annual blanket purchase order with Boundtree Medical L.L.C. for \$65,000.00 for EMS supplies.

Relationship to Strategic Goals: I. Financially Sustainable City providing response to Core Services and Infrastructure.

Recommendation(s): Staff recommends approval of this purchase.

Summary: Requesting approval to piggy-back on the City of Bryan's annual price agreement for EMS supplies year one renewal. The City of College Station has an interlocal agreement with the City of Bryan that allows the cities to participate in cooperative purchasing with one another. Piggy-backing an existing agreement saves the City staff time and money by not having to conduct a formal bid process.

The City of Bryan's bid terms require the successful bidder to agree to extend prices and terms to all governmental entities that has entered into, or will enter into, joint purchasing interlocal cooperation agreements with the City of Bryan.

Annual Price Agreement for EMS Supplies and Pharmaceuticals was originally bid by the City of Bryan (Bid No. 09-111) and their City Council approved the original award of the agreement to the lowest responsible bidder, Bound Tree Medical LLC, on July 14, 2009. This request represents the optional year one renewal of this agreement for the City of Bryan. The City of Bryan Council approved this renewal on September 7, 2010.

Five (5) sealed bids were received and evaluated and it was determined that Bound Tree Medical LLC offered the best value as they submitted the most complete and lowest bid. When packaging/per cost differences were compared, it was determined that Bound Tree Medical LLC offered the best value. The bid contained twelve (12) categories and a total of 327 bid items.

Bound Tree Medical LLC has satisfactorily supplied the City of College Station with EMS supplies for the past three years.

Budget & Financial Summary: Funds are budgeted in the fire department budget for this expenditure. This purchase order should provide for adequate purchasing of supplies for our department's current and future needs.

Attachments:

1. City of Bryan bid tabulation – on file in the City Secretary's Office
2. Boundtree contract price list – on file in the City Secretary's Office

October 25, 2010
Consent Agenda Item No. 2r
ESRI Small Government Enterprise Licenses Agreement

To: Glenn Brown, City Manager

From: Ben Roper, IT Director

Agenda Caption: Presentation, possible action, and discussion regarding approval for the agreement with ESRI on their Small Government Enterprise Licenses Agreement that will change the method for licensing city use of ESRI mapping software at a maximum cost of \$132,000 over three years.

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

Recommendation(s): Staff recommends approval.

Summary: This ESRI Small Government Enterprise Licenses Agreement (ELA) allows the City to utilize most of the ESRI products without limitations on the number of licenses owned. This is a 3 year contract, with a funding opt-out, after which we can renegotiate or fall back to the number of product licenses owned.

The City has had significant growth in software applications utilizing GIS based features, most of which utilize an ESRI product license. The cost of individual licenses has prevented the supply meeting the demand. This ELA was offered to the City of College Station at a reduced rate for the first 2 years of the agreement, such that the first year's cost is a budget savings of approximately \$5000 over the annual software maintenance paid to ESRI.

Year 1: FY 2011- \$38,000, Year 2: FY2012- \$44,000, and Year 3: FY2013- \$50,000.

Budget & Financial Summary: Funding for this contract is budgeted as software maintenance in the IT-MIS Division's FY11 Operating Budget.

Attachments: ESRI Contract Number 2010SGE6370 and ELA Quote 20369982



**SMALL MUNICIPAL AND COUNTY
ENTERPRISE LICENSE AGREEMENT
(E214-3 05/14/2010)**

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Small Municipal and County Enterprise License Agreement ("ELA") is by and between the organization identified in the ELA Quotation ("Licensee") and Environmental Systems Research Institute, Inc. ("Esri"), with offices at 380 New York Street, Redlands, California 92373-8100. Unless otherwise agreed to by the parties, the Effective Date of this ELA is the date of the signature below or, if no date is provided with the signature, the date of Esri's receipt of Licensee's Purchase Order citing this ELA. This ELA grants Licensee certain rights to use specific Esri Software, Data, Web Services, and Documentation for a limited, fixed period beginning from the Effective Date and provides tailored maintenance subject to payment of fees and the terms of this ELA.

This ELA is composed of (i) this signature page, (ii) the ELA Terms and Conditions, (iii) Exhibit 1—Scope of Use (E300), (iv) Exhibit 2—Training Addendum (E207), and (v) the ELA Quotation, which together constitute the sole and entire agreement of the parties as to the subject matter set forth herein. Should there be any conflict between the terms and conditions of the documents that comprise the ELA, the order of precedence for the documents shall be as follows: (i) this signature page, (ii) the ELA Terms and Conditions, (iii) Exhibit 1—Scope of Use (E300), (iv) Exhibit 2—Training Addendum (E207), and (v) the ELA Quotation. In the event Licensee orders training courses, the terms and conditions of the Training Addendum will take precedence over the provision of the ELA with respect to the training courses. Licensee agrees that additional terms and conditions in any Licensee Purchase Order will not apply, and the terms of this ELA will govern.

ENTERPRISE SOFTWARE SCHEDULE

Unlimited Quantities

Desktop Software and Extensions

ArcInfo
ArcEditor
ArcView
ArcGIS Desktop Extensions: 3D Analyst, Spatial Analyst, Network Analyst, Geostatistical Analyst, ArcScan for ArcGIS, ArcGIS Publisher, Maplex for ArcGIS, Schematics, and Job Tracking for ArcGIS (JTX)

Server Software and Extensions

ArcGIS Server Workgroup or Enterprise (Advanced, Standard, and Basic)

ArcIMS

ArcGIS Server Extensions: 3D, Schematics, Geostatistical, Job Tracking, Network, Image, and Spatial

Developer

ArcGIS Engine Runtime
ArcGIS Engine Runtime Extensions: 3D, Spatial, Geodatabase Update, Network, Schematics, and Maplex

Limited Quantities

One Annual Subscription to Esri Developer Network (EDN)

OTHER BENEFITS

Number of Esri International User Conference Registrations provided annually	4
Number of Tier 1 Help Desk Individuals authorized to call Esri	4
Sets of media*	2
Virtual Campus Dollars allowance for Esri authored courses only	10,000
Five percent (5%) discount on all commercially available instructor-led training at Esri facilities	

* Additional sets of media may be purchased.

This ELA supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter, which is the licensing of the Enterprise Software. Except as provided in Section 9.1 Future Versions/Updates, any modifications or amendments to this ELA must be in writing and signed by an authorized representative of each party.

Licensee may accept this ELA by signing and returning it with an authorizing Purchase Order that matches the ELA Quotation, references the ELA, and includes the following statement on the face of its Purchase Order: "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY ELA, AND ADDITIONAL TERMS AND CONDITIONS IN THE PURCHASE ORDER WILL NOT APPLY."

Licensee will return this ELA and its Purchase Order to Attn.: Esri Customer Service, Dept. SG-ELA, 380 New York Street, Redlands, CA 92373-8100; e-mail it to service@esri.com; or fax it to 909-307-3083.

ACCEPTED AND AGREED:

City of College Station
(Licensee)
By: _____
Signature
Printed Name: _____
Title: _____
Date: _____

Licensee Contact Information

Contact Name: _____
Address: _____
City, State, ZIP: _____
Telephone: _____
Fax: _____
E-mail: _____
ELA Quotation Number: 20369982
Esri Contract Number: 2010SGE6370

ELA TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

- "Data" means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data coordinates, raster, reports, or associated tabular attributes licensed under this ELA.
- "Deploy," "Deployed," or "Deployment" means to redistribute and install or the redistribution and installation of the Enterprise Software (and related key codes/registration files) or its having been redistributed and installed by Licensee on Licensee's hardware.
- "Documentation" means all printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.
- "ELA Fee" means the fee set forth in the ELA Quotation.
- "ELA Maintenance" means Tier 2 Support, updates, and patches provided by Esri to Licensee for the Enterprise Software.
- "ELA Quotation" means the Esri quote form provided to Licensee for the Small Municipal and County ELA containing the ELA Fee and annual payment schedule.
- "Enterprise Software" means the items identified in the Enterprise Software Schedule on page 1 of this ELA.
- "Incident" means a failure of the Software to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "License Agreement" and "ELA" are used interchangeably and mean the ELA Terms and Conditions, including Exhibit 1—Scope of Use (E300), that apply to Enterprise Software provided to Licensee by Esri under this ELA.
- "Software" means the actual copy of all or any portion of Esri's proprietary software technology accessed or downloaded from an authorized Esri Web site or delivered on any media, in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies.
- "Samples" means sample code, sample applications, add-ons, or sample extensions of Software, Data, Documentation, or Web Services.
- "Technical Support" means a process to attempt to resolve reported Incidents through error correction; patches; hot fixes; workarounds; replacement deliveries; or any other type of Software, Data, or Documentation corrections or modifications.
- "Term License" means licenses provided for use during a fixed or limited time period concurrent with the term of this ELA.
- "Tier 1 Help Desk" means Licensee point of contact from which all Tier 1 Support will be given to Licensee.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported Incidents.
- "Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support.
- "Web Services" means software services or Esri or third-party data provided by Esri that perform geographic information system (GIS) functions, tasks, or data services and are accessed over the Internet, excluding Virtual Campus.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

The Enterprise Software is licensed and not sold. Esri and its licensors own the Enterprise Software and all copies, which are

protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. Licensee agrees to use reasonable means to protect the Enterprise Software from unauthorized use, reproduction, distribution, or publication. Esri and its third-party licensors reserve all rights not specifically granted in this ELA including the right to change and improve Web Services.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Subject to the terms and conditions of this ELA, Esri grants to Licensee a personal, nonexclusive, nontransferable Term License solely to

- a. Use, copy, and Deploy quantities of Enterprise Software as defined in the Enterprise Software Schedule of this ELA for Licensee's own internal use for a term concurrent with this ELA.
- b. Deploy one subscription of the Esri Developer Network for use by a single named developer for the term of this ELA.
- c. Access and use any secure Esri Web site resources made available to Licensee for Licensee's internal use, provided that Licensee follows Esri's terms of use policy specified therein. All password or controlled access information provided by Esri shall be treated as Esri confidential information.
- d. Use Enterprise Software in accordance with Exhibit 1 (provided that all licenses are Term Licenses).

3.2 Consultant Access. Subject to 3.1, Licensee may provide access to the Enterprise Software to any consultant or contractor of Licensee, provided consultants' and contractors' use is for the sole benefit of Licensee while (i) working on-site at Licensee's facilities, (ii) remotely accessing or using Enterprise Software from Licensee's on-site computers or machines, or (iii) remotely using/accessing Enterprise Software from a third party's computers or machines under contract to the Licensee. Licensee shall be responsible for compliance by consultants or contractors with the terms and conditions of this ELA. Licensee shall require consultant or contractor to discontinue access to and use of Enterprise Software upon completion of work for Licensee.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. Licensee may install and store the Software, Data, and Documentation on electronic storage device(s).
- b. Licensee may make one (1) copy of the Software, Data, and Documentation for archival purposes. Licensee may make routine computer backups.
- c. Licensee may customize the Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.
- d. Licensee may use, copy, or prepare derivative works of the Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portion(s) of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this ELA. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensor(s): "Portions of this document include intellectual property of Esri and its licensor(s) and are used herein under license. Copyright © [Insert the actual copyright date(s) from the source materials] Esri and its licensor(s). All rights reserved."

4.2 Uses Not Permitted

- a. Except as provided herein, Licensee shall not sell, rent, lease, sublicense, lend, assign, or time-share the Enterprise Software. Licensee shall not act as a service bureau or commercial application service provider (ASP) that allows third-party access to the Enterprise Software. Licensee shall not use Enterprise Software for a site or service and operate the site or the service for a profit or generate revenue through direct or indirect methods (e.g., advertising or charging for access to the site or service).
- b. Except as provided herein, Licensee shall not redistribute the Software to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs.
- c. Licensee shall not reverse engineer, decompile, or disassemble the Enterprise Software, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction.
- d. Except to the extent that applicable law prohibits this restriction, Licensee shall not make any attempt to circumvent the technological measures that control access to, or use of, the Enterprise Software.
- e. Except as provided herein, Licensee shall not redistribute the Software activation number(s), registration number/license authorization file(s), developer license file(s), or Web Services access codes to third parties.
- f. Licensee shall not use the Software or Web Services to transfer or exchange any material where such transfer or exchange is prohibited by intellectual property laws or any other applicable laws.
- g. Licensee shall not remove or obscure any Esri or its licensor(s) patent, copyright, trademark, or proprietary rights notices contained in or affixed to the Enterprise Software.
- h. Licensee shall not unbundle individual or component parts of the Software or Data for independent use.
- i. Hard-copy Documentation may not be copied.
- j. Licensee shall not use, transfer, redistribute, or Deploy Enterprise Software outside the United States.

ARTICLE 5—TERM AND TERMINATION AND EXPIRATION

5.1 Term. The term of the ELA shall be three (3) years from the Effective Date, unless this ELA is terminated earlier as provided herein. The term of all licenses and the authorized period of use for all Enterprise Software Deployed shall be concurrent with the term of this ELA. No indefinite or perpetual term license grants are provided with this ELA.

5.2 Termination for Lack of Funds. Either party may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Licensee to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

5.3 Termination for a Material Breach. Either party may terminate this ELA for a material breach by the other party. The breaching party shall be given a period of ten (10) days from date of written notice to cure any material breach.

5.4 No Use upon Expiration or Termination. Upon expiration or termination of this ELA, all Enterprise Software Deployed shall terminate. Licensee shall cease access and use of Web Services and clear Web Services client-side data cache and cease use, uninstall, remove, and destroy all Deployed Software, Data, and Documentation and any whole or partial copies, modifications, media, or merged portions in any form and execute and deliver evidence of such actions to Esri. ELA Maintenance, Virtual Campus access, and User Conference Registrations shall also terminate.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties. Except as otherwise provided for in this Article 6, Esri warrants that (i) the unmodified Software will substantially conform to the published Documentation and (ii) the media upon which the Software, Data, and Documentation are provided will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt.

6.2 Data and Web Services Disclaimer. The Data and Web Services may contain some nonconformities, defects, errors, or omissions. THE DATA AND WEB SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Without limiting the generality of the preceding sentence, Esri and its licensor(s) do not warrant that the Data and Web Services will meet Licensee's needs or expectations, that the use of the Data and Web Services will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensor(s) are not inviting reliance on this Data or Web Services, and Licensee should always verify actual Data or Web Services.

6.3 Special Disclaimer. SAMPLES, PATCHES, AND HOT FIXES ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND. LICENSEE ASSUMES ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SAMPLES, PATCHES, AND HOT FIXES.

6.4 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE WEB SERVICE.

6.5 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ESRI DOES NOT WARRANT AND DISCLAIMS THAT THE ENTERPRISE SOFTWARE WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. SOFTWARE, DATA, WEB SERVICES, AND DOCUMENTATION ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

6.6 Exclusive Remedy. Licensee's exclusive remedy and Esri's entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Esri's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for the Software subject to the Esri Maintenance Program found at www.esri.com/legal/maintenance.html; or (iii) return of the license fees paid by Licensee for the Software or Documentation that does not meet Esri's limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of the Software or Documentation and executes and delivers evidence of such actions to Esri.

ARTICLE 7—LIMITATION OF LIABILITY

7.1 Disclaimer of Certain Types of Liability. ESRI AND ITS LICENSOR(S) SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; OR LOSS OF ANY GOODWILL OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS ELA OR USE OF THE ENTERPRISE SOFTWARE, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT ESRI OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.2 General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY LICENSEE FOR ENTERPRISE SOFTWARE PURSUANT TO THIS ELA.

7.3 Applicability of Disclaimers and Limitations. The parties agree that Esri has set its fees and entered into this ELA in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 8—INFRINGEMENT INDEMNITY

8.1 Esri shall defend, indemnify, and hold harmless Licensee from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, which may be incurred by Licensee against any claims, actions, or demands by a third party alleging that the Software infringes a U.S. patent, copyright, or trademark provided

- a. Licensee promptly notifies Esri in writing of the claim;
- b. Licensee provides documents clearly describing the allegations of infringement;
- c. Esri has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; and
- d. Licensee cooperates fully in the defense of the claim.

8.2 If the Software is found to infringe a U.S. patent, copyright, or trademark, Esri, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or (ii) modify the allegedly infringing elements of the Software while maintaining substantially similar software functionality or data/informational content. If neither alternative is commercially reasonable, the infringing items shall be returned to Esri, the license shall terminate, and Licensee shall uninstall the infringing items. Esri's entire liability shall then be to indemnify Licensee pursuant to section 8.1 and to refund a portion of the fees paid by Licensee in the current fee payment period. The refund will be calculated for the time remaining for the fee payment period, starting from the notice date of infringement to the end of the fee payment period.

8.3 Esri shall have no obligation to defend Licensee or to pay any resulting costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement of the Software by (i) the combination of or integration with a product, process, or system not supplied by Esri; (ii) material alteration by

anyone other than Esri or contractors acting on behalf of Esri; (iii) use after Licensee has been notified of possible infringement; or (iv) use after modifications are provided or a return is ordered by Esri under section 8.2.

8.4 In no event shall the indemnification set forth in this Article 8 apply to any Samples delivered hereunder.

THE FOREGOING STATES THE ENTIRE OBLIGATION OF ESRI AND ITS DISTRIBUTOR WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Versions/Updates. Updated or new Enterprise Software may require additional or revised terms and conditions. Terms and conditions subject to revision are limited to Article 1—Definitions, Article 4—Scope of Use, and Exhibit 1—Scope of Use (E300) or any term as required by law. Esri may provide notice of the revisions to Licensee in writing or by posting them on Esri's Web site at www.esri.com/legal. The revisions shall be incorporated into this ELA upon use of the updated or new Enterprise Software. Should Licensee reject the revisions, then Licensee shall not install or use the revised, updated, or new Enterprise Software.

9.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, transfer, or release the Enterprise Software, in whole or in part, to (i) any U.S. embargoed country (or to a national or resident of any U.S. embargoed country); (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity to which such export or reexport violates any U.S. export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to U.S. export laws as they may occur from time to time.

9.3 Taxes and Fees. Sales or use taxes for the fees quoted are as required by law. The tax amount may change depending on the time elapsed between this quote and date of the invoice. Esri will include applicable sales or use taxes on your invoice unless you provide proof with your order that your organization or use of the product is tax exempt.

9.4 No Implied Waivers. The failure of either party to enforce any provision of this ELA shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 Severability. The parties agree that if any provision of this ELA is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this ELA without Esri's prior written consent, and any attempt to do so without consent shall be void. This ELA shall be binding upon the respective successors and assigns of the parties to this ELA.

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this ELA shall survive the expiration or termination of this ELA.

9.8 Equitable Relief. The parties agree that any breach of this ELA may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, a party shall

have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction.

9.9 Governing Law. This ELA shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, except that U.S. federal law shall govern in matters of intellectual property.

ARTICLE 10—ELA MAINTENANCE

ELA Maintenance for Software provided under this ELA is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in the most current applicable Esri U.S. Software Maintenance Program document (found at www.esri.com/legal) as modified by this Article 10—ELA Maintenance. ELA Maintenance does not include Technical Support for Web Services.

a. Tier 1 Support Provided by Licensee

- (1) Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
- (2) The Tier 1 Help Desk will use analysts fully trained in the Software they are supporting.
- (3) At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- (4) Tier 1 Support analysts will be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from Licensee user. This may include obtaining any customizations, code samples, or data involved in the Incident. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Incidents.
- (5) If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Esri Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
- (6) Tier 1 Help Desk individuals identified by Licensee are the only individuals (callers) authorized to contact Esri directly for Tier 2 Support. Licensee may revise named individuals by written notice.

b. Tier 2 Support Provided by Esri

- (1) Esri shall log the calls received from Tier 1 Help Desk individuals.
- (2) Esri shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.
- (3) Esri may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
- (4) Esri shall attempt to resolve the Incidents submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals.
- (5) When the Incident is resolved, Esri shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to the Licensee user.

- c. No Software other than the defined Enterprise Software shall be provided maintenance under this ELA. Licensee may acquire maintenance for other Software (non-

Enterprise Software) outside of this ELA. Upon expiration of this ELA, any other Software with the same name as found in the Enterprise Software Schedule that has lapsed on maintenance and was acquired by Licensee prior to the start of this ELA may restart maintenance without back maintenance fees becoming due.

Esri may, at Esri's sole discretion, make patches, hot fixes, or updates available for downloading from Esri's Web site or deliver them on media.

ARTICLE 11—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

11.1 Purchase Orders, Delivery, and Deployment

- a. Licensee shall issue a Purchase Order upon execution of the ELA and annually thereafter in accordance with the ELA Quotation. Payment shall be due and payable within thirty (30) days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) days of execution of the ELA. Esri's Federal ID Number is 95-2775-732.
- b. Upon receipt of the initial Purchase Order from Licensee, Esri shall deliver media containing the Enterprise Software to Licensee for its Deployment activities. Esri shall ship the media to the ship-to address identified on the Purchase Order, FOB Destination, with shipping charges prepaid.
- c. Esri shall provide registration numbers or keycodes, as applicable, to activate the nondestructive copy protection program that enables the Enterprise Software to operate.
- d. Licensee shall Deploy, install, configure, and track the Deployment status of the Enterprise Software.

11.2 Purchase Order Requirements

- a. All orders pertaining to this ELA shall be processed through Licensee's centralized point of contact.
- b. The following information shall be included in each Purchase Order:
 - (1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Purchase Order number
 - (3) Applicable annual payment due
 - (4) On the face page of its Purchase Order (or ordering document), Licensee shall insert a reference to the ELA and the following statement: "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY ELA, AND ADDITIONAL TERMS AND CONDITIONS IN THE PURCHASE ORDER WILL NOT APPLY."

ARTICLE 12—ENDORSEMENT AND PUBLICITY

This ELA shall not be construed or interpreted as an exclusive dealings agreement or an endorsement of Esri by Licensee. Licensee agrees that upon execution of the ELA, Esri may publicize the existence of this ELA.

ARTICLE 13—ADMINISTRATIVE REQUIREMENTS

13.1 OEM Licenses. If Licensee obtains Software, Data, Web Services, or any component thereof as part of an original equipment manufacturer (OEM) software program or product developed and licensed by an OEM business partner of Esri, Licensee shall not be entitled to or seek any discount from the OEM business partner or Esri, directly or indirectly, as a result of or based on the availability of such Software, Data, or Web Services as Enterprise Software under this ELA. In addition, such Software, Data, Web Services, or any component thereof included in the OEM software program or product will be licensed through the license agreement provided by the OEM business partner and not through this ELA.

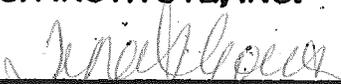
13.2 Product Obsolescence. During the term of this ELA, some Enterprise Software items may become obsolete, may no longer be commercially offered, or may no longer be available for unlimited quantity Deployment. Licensee may continue to use such Enterprise Software that has been Deployed for the term of the ELA, but updates for such obsolete Enterprise Software may not be available. Esri's Product Life Cycle Support Policy, available at <http://resources.arcgis.com/content/product-life-cycles>, defines the support phases and overall support plans. ELA Maintenance shall be subject to the Product Life Cycle Support Status, which can be found at <http://resources.arcgis.com/content/product-life-cycles>.

13.3 Renewal. Upon expiration of this ELA, the parties will evaluate Licensee's requirements. Any follow-on ELA will be offered in accordance with license terms and condition and pricing then in effect and based on Licensee's then current population count.

ARTICLE 14—OPTIONAL ITEMS

If additional Software identified in the ELA Quotation is acquired, it will be deemed added to the Enterprise Software Schedule and subject to the terms of this ELA. If training courses identified in the ELA Quotation are acquired, they will be subject to the terms found in Exhibit 2—Training Addendum. In the event Licensee orders training courses, the terms and conditions of the Training Addendum will take precedence over the provision of the ELA with respect to the training courses.

**ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(ESRI)**

BY: 
AUTHORIZED SIGNATURE

PRINTED NAME: Tina Skousen

TITLE: Customer Service Manager

DATE: October 11, 2010

CITY OF COLLEGE STATION

By: _____
Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____



City Attorney
Date: _____

Chief Financial Officer
Date: _____

EXHIBIT 1
SCOPE OF USE
(E300 05/14/2010)

The scope of use for the Software, Data, Web Services, and Documentation identified below is described in the applicable footnotes identified in parentheses.

Software

- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS API for iPhone (1, 16, 25, and 33)
- ArcGIS Desktop
 - ArcInfo (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcEditor (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcView (either 1 or 2 and 25, 33, 44, and 45)
- ArcGIS Desktop Extensions (7)
- ArcGIS Engine Developer Kit and Extensions (1, 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (either 1 or 2 and 15, 22, 25, 26, and 33)
- ArcGIS Explorer (20, 25, and 33)
- ArcGIS for AutoCAD (1, 20, and 25)
- ArcGIS for iPhone (1, 20, 25, and 33)
- ArcGIS Mapping
 - For Excel (5, 6, 33, and 35)
 - For SharePoint (5, 6, 31, 33, 35, and 47)
- ArcGIS Mobile Deployments (1, 15, 16, 25, and 33)
- ArcGIS Server
 - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 33, 38, 39, 40, and 45)
 - Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 33, 38, 39, 40, and 45)
- ArcGIS Server Extensions
 - ArcGIS Server Geoportal Extension (either 3, 4, or 5 and 7 and 52)
 - ArcGIS Server Image Extension (7, 8, and 42)
 - ArcGIS Server Image Extension Service Editor (1)
 - Other Extensions (7)
- ArcGIS Web Mapping APIs (including JavaScript™, Adobe® Flex™, Microsoft® Silverlight™/WPF™, SOAP, and REST) (6, 33, 35, and 53)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, 31, and 45)
- ArcLogistics
 - Desktop (either 1 or 2 and 25)
 - Using ArcGIS Online (6, 20, 25, 34, 35, and 46)
 - Using ArcGIS Server (6, 20, 25, 34, 35, and 46)
 - Navigator (1 and 46)
- ArcPad (1, 12, 13, 25, and 33)
- ArcReader (20, 25, 33, and 45)
- ArcView 3.x and Extensions (1, 7, and 17)
- Esri Aeronautical Solution (either 1 or 2)
- Esri Business Analyst (either 1 or 2 and 25, 33, 45, and 48)
- Esri Business Analyst Server (either 3, 4, or 5 and 8, 9, 21, 25, 28, 31, 33, 39, 40, 45, and 48)
- Esri Business Analyst Server Developer (6, 25, 33, 35, and 51)
- Esri Defense Mapping (either 1 or 2)
- Esri Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, and 35)
- Esri Nautical Solution (either 1 or 2)
- Esri Production Mapping (either 1 or 2)
- Geoportal Clients for ArcGIS (7, 20, and 52)
- MapIt (11, 25, 31, 33, 35, 49, and 50)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MOLE (1)
- NetEngine Internet (5)
- Tracking Server (either 4 or 5 and 31)

Web Services

- ArcGIS Online Services (6, 25, 33, 34, and 35)

Data

- Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48)
- ArcGIS Data Appliance (6, 23, 25, and 41)
- Esri Data & Maps (either 1, 2, 3, 4, or 5 and 23 and 37)
- Esri Data (either 1, 2, or 5 and 25 and 48)
 - Demographic, Consumer Spending, Market Potential, Retail MarketPlace, Business, Traffic, Shopping Center, Cable Boundaries, Banking, and Crime
- Sourcebook•America (1 and 21)
- StreetMap Premium (either 1, 2, 4, or 5 and 6 and 25)
- Tapestry Segmentation (either 1, 2, or 5 and 21 and 48)

1. "Single Use License." Licensee may permit a single authorized end user to install and use the Software, Data, and Documentation on a single computer for use by that end user on the computer on which the Software is installed. Remote access is not permitted. Licensee may permit the single authorized end user to make a second copy for end user's exclusive use on a portable computer as long as only one (1) copy of the Software, Data, and Documentation is in use at any one (1) time. No other end user may use the Software, Data, or Documentation under the same license at the same time for any other purpose.
2. "Concurrent Use License." Licensee may install and use the Software, Data, and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. No other end user may use the Software, Data, or Documentation under the same license at the same time for any other purpose.
3. "Development Server License." Licensee may install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
4. "Staging Server License." In addition to the Development Server License rights, Licensee may use and install the Software for the following purposes: user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data updates, and training activities.
5. "Deployment Server License." In addition to the Staging Server License rights, Licensee may install and use the Software or Data to provide services to multiple users on the same or other computer(s).
6. License is provided only as a Term License. "Term License" means license provided for use in a limited time period or on a subscription or transaction basis.
7. Extensions to Software programs follow the same scope of use as that granted for the corresponding Software programs.
8. The administration tools for the Software may be copied and redistributed throughout Licensee's organization.
9. User-developed ArcGIS Server administration tools may be copied throughout Licensee's organization, but the ArcCatalog application (found in ArcGIS Desktop) may not be copied.
10. The ArcIMS license includes the right to deploy MapObjects—Windows Edition applications on the Internet or intranet. Licensee shall not develop client/server solutions with the ArcIMS—Java Archive (JAR) files without a license for the MapObjects—Java Edition developer kit.
11. Licensee may install and use the Software to provide services to multiple users on the same or other computer(s). The Software is licensed per server. The licensed server is the server on which Licensee installs the Spatial Data Service.
12. Software is only licensed for navigational use when used in conjunction with ArcLogistics.
13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one (1) time.
14. Developers must include the following attribution with any deployed MapObjects application: "Portions of this computer program are owned by LizardTech, Inc., and are Copyright © 1995–2002 LizardTech, Inc., and/or the University of California. All rights reserved. U.S. Patent No. 5,710,835."
15. Deployment licenses for desktop or Internet application(s) may be subject to payment of additional license fees.
16. Licensee may deliver applications to its sublicensee(s) provided Licensee uses a written sublicense agreement that protects Esri's rights in its Software, Data, Web Services, and Documentation to the same extent as the Esri License Agreement including, but not limited to, the following terms:
 - a. Sublicensee may not reverse engineer, decompile, or disassemble the Esri Software, Data, Web Services, or Documentation, except to the extent permitted by applicable law; copy for commercial use; transfer; or assign its rights under the license grant;
 - b. Sublicensee may not use any Esri Software, Data, Web Services, or Documentation, in whole or in part, separate from Licensee's executable application; and
 - c. Third-party dependent or required components are redistributable subject to permission from the owner or author.
17. Licensee may use Business Objects Crystal Reports software only with the ArcView 3.x Software with which it was acquired and subject to the Crystal Reports License Agreement available on the media. Licensee may not use a software program or system to cache or queue report requests.
18. The deployment license is per application per computer.
19. MapObjects—Java Edition contains Java Archive files, which indicate they are authentic Esri-certificated files when used over the Internet. Licensee shall not use Esri certification or reference Esri as a source of trusted content in any modified MapObjects—Java Archive files. Licensee may deploy the unmodified Java class Esri-certified libraries as an integral part of the Licensee's application(s).
20. Licensee may reproduce and deploy the Software provided all the following occur: (a) the Software is reproduced and deployed in its entirety; (b) a license agreement accompanies each copy of the Software that protects the Software to the same extent as the Esri License Agreement, and the recipient agrees to be bound by the terms and conditions of the

- license agreement; (c) all copyright and trademark attributions/notices are reproduced; and (d) there is no charge or fee attributable to the use of the Software.
21. Licensee shall not withhold any substantial right (e.g., extension of credit) from any individual based solely on the individual's place of residence, as profiled in the Tapestry Segmentation system.
 22. (a) ArcGIS Engine Runtime licenses shall not be used for Internet and server development and deployment; (b) an end user must license either ArcGIS Engine Runtime Software or other ArcGIS Desktop Software (ArcView, ArcEditor, or ArcInfo) to obtain the right to run an ArcGIS Engine application on one (1) computer; and (c) the ArcGIS Engine Runtime extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine applications. A single user can have multiple applications installed on one (1) computer for use only by that end user.
 23. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
 24. EDN Software, Web Services, and Data may only be used by one (1) named developer per subscription solely for the purposes of research, development, testing, and demonstration of a prototype application. EDN server Software and Data may be installed on multiple computers for use by any named EDN developer.
 25. Use of included third-party owned data shall be subject to the Use of Data Restrictions found at <http://www.esri.com/legal/> for the specific Data accessed. The Use of Data Restrictions may be modified by Esri from time to time. If a modification is unacceptable to Licensee, Licensee may cancel a subscription upon written notice to Esri, or discontinue use of the Data or Web Services, as applicable. If Licensee continues to use the Data or Web Services, Licensee will be deemed to have accepted the modification.
 26. An ArcSDE Personal Edition geodatabase is restricted to four (4) gigabytes of Licensee data.
 27. ArcGIS Server Web ADF Runtime Software may not be deployed independent of Licensee's ArcGIS Server Enterprise configuration.
 28. Use is limited to ten (10) concurrent end users of applications other than ArcGIS Server applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Server geodatabase. There are no limitations on the number of connections from Web applications.
 29. Software can only be used with SQL Server 2005/2008 Express.
 30. Use is restricted to a maximum of four (4) gigabytes of Licensee data.
 31. Redundant Software installation(s) for failover operations is allowed but can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
 32. No redundant Software installation is permitted.
 33. Licensee's access to and use of ArcGIS Online Services or Microsoft Bing Maps are conditioned upon Licensee's acceptance of the Esri Web Site and Service Terms of Use Agreement and the terms and conditions specific to ArcGIS Online Services or Microsoft Bing Maps found at <http://www.esri.com/legal/>.
 34. Licensee's organization is limited to the number of specified credits, transactions, geography, or number of users as described in the online product description.
 35. Licensed end users shall not share the client-side data cache derived from ArcGIS Online Services with other licensed end users or third parties.
 36. Reserved.
 37. Data provided with StreetMap USA may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.
 38. The ArcGIS Server 3D extension included with ArcGIS Server Standard (Workgroup or Enterprise) may only be used for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS Server 3D extension Software is permitted with ArcGIS Server Standard.
 39. Any editing functionality included with ArcGIS Server is not permitted for use with ArcGIS Server Basic (Workgroup or Enterprise).
 40. Geospatial Enterprise JavaBeans (EJB) provided with ArcGIS Server (Workgroup or Enterprise) is permitted for use only with ArcGIS Server Advanced.
 41. Licensee may only use Data from a single state with the Single State version of ArcGIS Data Appliance. This restriction applies to a large-scale (i.e., scale levels below 1:100,000) street map, transportation layer, boundaries and places layer, and one (1)-meter or better resolution imagery included in the USA Collection. This restriction does not apply to the small-scale (i.e., scale levels above 1:100,000) maps provided in the World Collection, which are intended for display at global and regional scales.
 42. Licensee has the right to one (1) desktop deployment of the ArcGIS Server Image extension Service Definition Editor for every four (4) cores of ArcGIS Server Image extension that are licensed.

43. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users with or without the ArcGIS Engine Runtime Software.
44. For any operating system environment in which Licensee runs instances of the Concurrent Use License management software, Licensee may run up to the same number of passive failover instances of the Concurrent Use License management software in a separate operating system environment for temporary failover support.
45. Data licensed with Esri Business Analyst and Esri Business Analyst Server is restricted for use only in conjunction with the respective Business Analyst extension.
46. Licensee should not follow any route suggestions that appear to be hazardous, unsafe, or illegal. Licensee assumes all risk of using this navigation Software.
47. Licensee may install and use the Software to provide services to multiple users on the same or other computer(s). The Software is licensed per server. The licensed server is the server on which Licensee has also installed the Microsoft SharePoint Server.
48. Licensee may include reports and maps created from the Software or Data in hard-copy or read-only format for presentation packages or marketing studies for subsidiaries and customers. The total content of the Esri reports and maps must be less than twenty percent (20%) of Licensee's total content of the presentation package or marketing study. Full, complete, stand-alone reports or maps created from the Software or Data and not part of a presentation package or marketing study cannot be resold, sublicensed, or otherwise transferred without prior written permission of Esri. Licensee's third-party customer may only receive reports and maps generated by Licensee and may only use the maps and reports received from Licensee for internal purposes. In no case shall Licensee redistribute the Data in digital formats.
49. Esri MapIt Silverlight Web or WPF applications may not be deployed independent of Licensee's MapIt deployment configuration.
50. Licensee has the right to one (1) desktop deployment of Spatial Data Assistant for each Esri MapIt server license.
51. Esri Business Analyst Server Developer and Data may only be installed on one (1) server per license solely for the purposes of research, development, testing, and demonstration of a prototype application.
52. Source code is the intellectual property of Esri. Licensee shall treat any source code file identified as "Software" in a README file or at <http://www.esri.com/legal/> as a trade secret for Licensee's own internal use only and not for further redistribution or access by unlicensed third parties. Licensee shall not modify the Software, Documentation, Data, or source code to incorporate, embed, link, or otherwise include any code, libraries, or data licensed or distributed under an open source licensing or distribution models similar to Free Software Foundation's GNU General Public License (GPL) or GPL-compliant licenses, including, without limitation, the Artistic License (e.g., Perl), the Mozilla Public License, the Netscape Public License, and the Sun Community or Industry Standards License, that could require a user to make its proprietary source code available to a requesting third party.
53. Deployment license options are as follows:
 - a. A license for Web applications is per the principal registered unique domain identifier. Domain is the Internet domain name registered with a domain name registrar. For example, in example.com or example.com.xx (where xx is a registered country code), *example* is the principal registered unique domain identifier.
 - b. A license for desktop applications is per organization. For the purposes of this license, organization is equivalent to a principal registered unique domain identifier (as described above). For example, desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.

EXHIBIT 2
TRAINING ADDENDUM
(E207CWM 9/09)

ARTICLE 1—TRAINING DESCRIPTION

Esri offers instructor-led training related to the use of its proprietary GIS software. Esri will provide to Licensee a fixed number of days of Instructor-Led Training, as defined in the Small Enterprise Training Package included in the ELA. Instructor-led training events occur at an Esri Learning Center or via the Web. The Esri software training course(s) to be conducted, location, and schedule dates are set forth in the *Esri Course Catalog* located on Esri's Training Web site (<http://training.esri.com>). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training Web site. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations.

ARTICLE 2—ESRI'S RESPONSIBILITIES

- Esri will provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants (hereinafter "Student(s)") on the scheduled dates. Esri will provide each Student with a course manual where applicable.
- Esri will confirm Learning Center training class scheduled dates approximately ten (10) business days prior to the class start date.

ARTICLE 3—LICENSEE'S RESPONSIBILITIES

- Licensee must ensure the protection of Esri's copyrights. Licensee shall neither copy or distribute nor permit a third party to copy or distribute any of Esri's training material(s).
- Licensee must not resell seat(s) to an Esri training class unless explicitly authorized in writing by Esri.
- Licensee must confirm that all registered Students meet the minimum prerequisites for the applicable class set forth on Esri's Training Web site.
- Licensee must submit registrations with a confirmed payment commitment at least seven (7) business days before the class start date. If Licensee submits a registration without a confirmed payment, Esri will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.
- U.S. government export control laws and regulations prohibit U.S. persons from engaging in transactions with certain denied persons found on various U.S. Government Denied Persons lists (e.g., U.S. Department of the Treasury's Specially Designated Nationals List, U.S. Commerce Department's Denied Persons/Entity List, etc.). To meet these export requirements, Licensee must submit to the Esri Training Event Assistant a list of the names of Students that are to attend any training class. Licensee must submit the list of Student names to Esri at least three (3) business days before the class start date. Any Student that is found on any of the various U.S. Government Denied Persons lists will not be permitted to attend training.
- Licensee is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's participation due to U.S. government export regulation requirements, course scheduling changes, or cancellations.
- Licensee must provide written notice to Esri's Customer Service of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of these change(s) prior to the class start date.
- Licensee is responsible to ensure that it adheres to the course, facility, and equipment requirements for Esri training as found at <http://training.esri.com/gateway/index.cfm?fa=trainingOptions.gateway>.
- Students may not use audio and/or video recording equipment within the classroom without prior written approval from Esri.

ARTICLE 4—CANCELLATION AND RESCHEDULING POLICY

Licensee may cancel or reschedule Student attendance in training up to three (3) working days before the scheduled class start date. In the event of a cancellation, Licensee will reimburse Esri for any reasonable travel and shipping expenses incurred by Esri. In the event Licensee does not notify Esri at least three (3) days prior to the scheduled training date, Esri will deduct the appropriate number of class days from the remaining account training days.

If Esri is unable to conduct the training on the scheduled date, Esri will notify Licensee at least three (3) business days before the scheduled date.

If cancellation of a training event is necessary due to Force Majeure, the affected party is released in full from the three (3)-business-day notification. The affected party will either reschedule the training or cancel the order without that affected party incurring any liability.

Students may transfer from one scheduled Esri Learning Center class to another up to two (2) times at no additional charge. Subsequent transfers may be assessed an additional nonrefundable transfer fee.

Student substitutions, when a Student's place in class is filled by another person from the same organization, are allowed provided that Esri Customer Service is notified three (3) business days in advance of the class start date.

ARTICLE 5—UNIQUE TERMS FOR THE SMALL ENTERPRISE TRAINING PACKAGE

- The training days are available for a period of thirty-six (36) months, commencing on the Effective Date, or when all training days are consumed, whichever is sooner.
- Licensee is committed to scheduled training days when Esri training requests are received and accepted by Esri.
- Esri will invoice for outstanding training expenses where applicable.
- Upon the anniversary, unused training days are forfeited.
- Training days are nontransferable and nonrefundable for any other Esri products or services.

ARTICLE 6—CONFIDENTIAL INFORMATION

Esri or the Licensee may disclose to the other party certain confidential information under this Agreement. The disclosing party shall identify the information as confidential information at the time of disclosure. Each party shall use the confidential information described above only for exchanging information needed to provide the training contemplated by this Agreement. Within fourteen (14) days of completion of the training, each party shall return or destroy and provide written notification of destruction of the confidential information of the other party.

ARTICLE 7—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Agreement, Esri and/or its licensors own and retain all right, title, and interest in software, data, documentation, and training materials.

ARTICLE 8—WARRANTY

Esri will provide training in a manner consistent with the technical and professional standards of the industry.

8.1 Disclaimer of Warranties. WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE, ESRI

DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, AND NONINFRINGEMENT, AS WELL AS ANY WARRANTIES THAT THE DELIVERABLES ARE ERROR FREE.

ARTICLE 9—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

EXCEPT FOR INDEMNITY ASSOCIATED WITH CLIENT SITE TRAINING, IN NO EVENT SHALL ESRI BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR TRAINING; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE PORTION OF THE TRAINING UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 10—UCC INAPPLICABILITY

Training provided under this Agreement will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.



Quotation # 20369982

Date: July 20, 2010

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
227 North Loop 1604 East, Ste 100
San Antonio, TX 78232-1260
Phone: (210) 499-1044 Fax: (210) 499-4112
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 15309 Contract #

CITY OF COLLEGE STATION
INFORMATION TECHNOLOGY DEPT
310 KRENEK TAP RD
COLLEGE STATION, TX 77842

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 07/20/2010 To: 10/18/2010

ATTENTION: Brett Blankner
PHONE: (979) 764-3633
FAX: 979-764-3664

Material	Qty	Description	Unit Price	Total
110037	1	Populations of 50,001 to 100,000 Small Government Enterprise Term License Agreement- Year One	38,000.00	38,000.00
110037	1	Populations of 50,001 to 100,000 Small Government Enterprise Term License Agreement- Year Two	44,000.00	44,000.00
110037	1	Populations of 50,001 to 100,000 Small Government Enterprise Term License Agreement- Year Three	50,000.00	50,000.00
			Item Total:	132,000.00
			Subtotal:	132,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$132,000.00

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether ESRI is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

Quoted By: Larry Ambriz, (210) 499-1044 x8827 Email: lambriz@esri.com	Account Manager: Larry Ambriz Email: lambriz@esri.com
Acceptance of this quotation is limited to the ESRI License Agreement and the Quotation Terms and Conditions This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.	
If sending remittance, please address to: ESRI, File No. 54630, Los Angeles, Ca 90074-4630	



Quotation # 20369982

Date: July 20, 2010

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
227 North Loop 1604 East, Ste 100
San Antonio, TX 78232-1260
Phone: (210) 499-1044 Fax: (210) 499-4112
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 15309 Contract #

CITY OF COLLEGE STATION
INFORMATION TECHNOLOGY DEPT
310 KRENEK TAP RD
COLLEGE STATION, TX 77842

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 07/20/2010 To: 10/18/2010*

ATTENTION: Brett Blankner
PHONE: (979) 764-3633
FAX: 979-764-3664

BY SIGNING BELOW YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

To expedite your order, either attach a copy of this quotation to your purchase order when it is remitted to ESRI, or sign below and return this quotation to indicate your acceptance. ESRI's address and fax number are provided on the first page of this quotation.

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax ESRI the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

If you choose to discontinue your maintenance, you will become ineligible for maintenance benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your maintenance coverage at a later date.

Acceptance of this quotation is limited to the ESRI license agreement, quotation terms and conditions, and any other ESRI terms and conditions included with this quotation. Any additional or different terms in any purchase order are deemed rejected unless expressly accepted in writing and signed by ESRI. Notwithstanding, if the purchase order is placed under an existing signed agreement (e.g., Master Purchase Agreement), or under the GSA Federal Supply Schedule, then the purchase order shall identify such agreement on the face of the order and the terms and conditions of such agreement shall govern the subject matter of the purchase order.

By signing below, you are authorizing ESRI to issue an invoice for the items included in the above quote in the amount of: \$_____, plus sales taxes if applicable. (Note: Shipping costs are subject to change.)

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with ESRI.

Signature of Authorized Representative Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (ESRI).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. ESRI reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide ESRI with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether ESRI is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

Quoted By: Larry Ambriz, (210) 499-1044 x8827	Account Manager: Larry Ambriz
Email: lambriz@esri.com	Email: lambriz@esri.com
Acceptance of this quotation is limited to the ESRI License Agreement and the Quotation Terms and Conditions This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.	
If sending remittance, please address to: ESRI, File No. 54630, Los Angeles, Ca 90074-4630	

October 25, 2010
Consent Agenda Item No. 2s
City of Bryan Retail Electric Franchise

To: Glenn Brown, City Manager

From: David Massey, Director of Electric Utilities

Agenda Caption: Presentation, possible action, and discussion on the third reading of a ten (10) year franchise agreement with the City of Bryan for retail sale of electricity within the City of College Station and certificated to Bryan by the Public Utility Commission of Texas.

Relationship to Strategic Goals: Financially Sustainable City Providing Response to Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the third reading of a ten (10) year franchise agreement with the City of Bryan that allows for use of public rights-of-way for the retail sale of electricity within the City of College Station as certificated to Bryan by the Public Utility Commission of Texas.

Summary: This Electric Power Franchise gives the City of Bryan the right to use public rights-of-way within specified areas of College Station in order to provide retail electric service to areas certificated to Bryan by the Public Utility Commission of Texas. This Franchise is for a period of ten years. The development of this Franchise with the City of Bryan has involved negotiations for many years between the electric utilities and legal staffs of both cities. The proposed Franchise defines such things as payments, utility construction and maintenance, conditions of right-of-way occupancy, street lighting, underground installations, records and reporting, insurance requirements, compliance and many other tangential issues associated with a franchise of this type. One important note is that this franchise only applies to areas defined as "Non-Core" areas within the City of College Station – areas that currently have Bryan electric power facilities within College Station. Staff feels that all relevant areas have been fully addressed in this document and recommends approval.

Section 120 of the City Charter states that "The City of College Station shall have the power by ordinance to grant any franchise or right mentioned in the preceding sections hereof, which ordinance, however, shall not be passed finally until it shall have been read at three (3) separate regular meetings of the City Council."

Budget & Financial Summary: The City of Bryan agrees to pay College Station a sum of money equal to five percent (5%) of annual "Gross Receipts" (as defined therein) from its retail sales to electric customers served within the City of College Station. These payments will be made quarterly.

Attachments:

1. Franchise Ordinance with City of Bryan for retail sale of electricity within College Station.
2. Attachment A

City of College Station Ordinance No. _____

AN ORDINANCE GRANTING TO THE CITY OF BRYAN, TEXAS, A TEXAS MUNICIPAL CORPORATION ("BRYAN") CERTIFICATED TO PROVIDE RETAIL ELECTRIC UTILITY SERVICE BY THE PUBLIC UTILITY COMMISSION OF TEXAS ("PUC"), ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC POWER FRANCHISE THAT EXTENDS TO SPECIFIED AREAS WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION ("COLLEGE STATION"), TO USE THE PRESENT AND FUTURE STREETS, AVENUES, ALLEYS, ROADS, HIGHWAYS, SIDEWALKS, PUBLIC UTILITY EASEMENTS AND OTHER PUBLIC RIGHTS OF WAY (COLLECTIVELY "ROW") IN THE SPECIFIED AREAS OF COLLEGE STATION FOR CONSTRUCTION AND OPERATION OF ITS ELECTRIC SYSTEM FOR A PERIOD OF TEN (10) YEARS; REGULATING THE USE OF THE RIGHTS OF WAY BY BRYAN AND THE REPAIR AND RESTORATION OF STREETS DISTURBED BY CONTRUCTION; PROVIDING FOR THE TEMPORARY REMOVAL, RAISING AND LOWERING OF CABLES AND OTHER EQUIPMENT AND MATERIAL; PROVIDING FOR COMPENSATION TO BE PAID TO COLLEGE STATION; PROVIDING THAT THIS FRANCHISE SHALL NOT BE EXCLUSIVE; PROVIDING A SEVERABILITY CLAUSE; RESERVING ALL POWERS OF REGULATION; MAKING MISCELLANEOUS PROVISIONS RELATIVE TO THIS GRANT OF FRANCHISE; PROVIDING FOR ACCEPTANCE BY BRYAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Bryan is now and has been engaged in the electric utility business in the State of Texas and in furtherance thereof, has erected and maintained certain items of its physical plant in College Station pursuant to such rights as may have been granted it by and under the laws of the State of Texas, and subject to the reasonable exercise of the police powers granted by and under said laws to College Station; and

WHEREAS, it is hereby found and determined by the City Council of College Station that it is in the best interest of College Station that a franchise be awarded to Bryan stating the agreement between Bryan and College Station under which Bryan may use the Streets, Alleys and other public rights of way to maintain and construct its physical plant in College Station;

NOW, THEREFORE,

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

Section 1. DEFINITIONS.

For the purpose of this Ordinance the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory, and not merely directory.

- A. "Anniversary Date" shall mean the date on which this Franchise is accepted by Bryan.
- B. "Bryan" shall mean the City of Bryan, Texas, a municipal corporation.
- C. "College Station" shall mean the City of College Station, Texas, a municipal corporation.
- D. "Consumer" shall mean any Person receiving and using electric utility service from Bryan for that Person's own appliances or equipment within College Station whether or not the Electricity is billed directly to that Person or to another party. (As an example, in the case of a rental unit where the cost of utilities is part of the rent, the landlord is a Customer and the tenant is a Consumer.)

- E. "Core Areas" shall mean all areas within the Corporate limits of College Station other than areas defined as Non-Core Areas. Core Areas are defined by the boundaries as set forth in Attachment A to this document.
- F. "Corporate limits" shall mean the corporate limits of the City of College Station, Texas, as they may exist from time to time. References to areas "within College Station" or "in College Station" mean and refer to locations within the corporate limits of College Station.
- G. "Council" means the governing body of College Station.
- H. "Customer" means any Person billed by Bryan for Electricity or service delivered within the Corporate Limits of College Station, whether such Electricity or service is used by that Person or by others.
- I. "Director" means the director of the Department of the College Station city government having jurisdiction and responsibility for engineering and establishing standards for construction on and repair of city streets.
- J. "Electricity" shall mean energy (kWh) and power (kW) provided by Bryan.
- K. "Electric System" shall mean Bryan's system of cables, wires, lines, poles, towers, anchors, guy wires, insulators, transformers, conduits, ducts, and any associated equipment, or plant, or other facilities designed and constructed for distributing Electricity at 60,000 volts or less, or associated communications facilities or systems used solely in conjunction with Bryan's electric facilities as described herein as the same now exists and may from time to time be placed, removed, constructed, reconstructed, extended and maintained. Nothing in this Ordinance shall authorize Bryan to provide retail electric utility service to electric consuming facilities located within the area that College Station is solely authorized to provide retail electric utility service by the Public Utility Commission of Texas.
- L. "Force Majeure" shall mean, without limitation by the following enumeration, acts of God and the public enemy, the elements, fire, accidents, breakdowns, shut-down for purposes of necessary repairs, relocation or construction of facilities, breakage or accidents to machinery or distribution lines, the necessity of making repairs or alterations to machinery or to transmission or distribution lines, inability to obtain materials, supplies, permits, or labor to perform or comply with any obligation or condition of this Franchise, and any other events, occurrences or conditions that the person claiming an event of Force Majeure could not, by the exercise of due diligence, have avoided or prevented, and which by the exercise of due diligence has been unable to overcome or cure.
- M. "Franchise" and "Ordinance" shall mean this ordinance, and all rights and obligations established herein, as it may be amended from time to time.
- N. "Gross Receipts" shall mean the annual receipts collected by Bryan from its Customers or Consumers for the retail sale of Electricity and the provision of any other electric utility services or charges to Consumers and Customers, exclusive of the sale of merchandise and/or any sales tax within the Corporate Limits of College Station. Gross Receipts shall include but not be limited to contributions in aid of construction (CIAC) and franchise fees collected from Bryan's Customers or Consumers located within College Station. Gross Receipts shall not include revenues from wholesale sales of Electricity or wholesale transmission revenues.

- O. "Non-Core Areas" shall mean all territory within College Station lying west and south of FM 2818 and extending east from FM 2818 at State Highway 6 to Carter Creek as shown in Attachment A.
- P. "Person" shall include, unless otherwise required in context, a natural person, a legal entity or other group or organization.
- Q. "Pole Use Agreement" means the standard agreement approved by Bryan and College Station pursuant to the Agreement for Common Use of Distribution Poles and Transmission Structures between Bryan and College Station and used to control the manner in which any apparatus, line or cable is attached by one party to electric poles or similar equipment owned by the other party.
- R. "Public Utility Commission of Texas" or "PUC" shall mean that agency as presently constituted by the laws of the State of Texas or any successor agency.
- S. "Public Utility Easement" shall mean those easements held, owned or controlled by College Station, the terms and conditions of which or limitations upon which are not inconsistent with the construction, maintenance and operation of electric utility facilities.
- T. "Rights of Way" or "ROW" shall mean the present and future Streets, Sidewalks, Public Utility Easements that permit electric utility service uses or other public right of way of College Station.
- U. "Sidewalk" shall mean a paved area within the street right-of-way or sidewalk easement specifically designed for pedestrians and/or bicyclists.
- V. "Streets" shall mean a street, alley, avenue, road, highway or other publicly dedicated or maintained right-of-way, a portion of which is open to use by the public for vehicular travel.

Section 2. GRANT OF AUTHORITY.

Subject to the terms, conditions and provisions of this Ordinance, the right, privilege and franchise is hereby extended and granted to Bryan, to use ROW of College Station as necessary for all uses associated with the provision or termination of electric utility service including the construction, reconstruction, upgrade, maintenance, repair, replacement, relocation and operation of its Electric System including associated communications facilities and systems, in accordance with the terms of this Franchise, within College Station's Non-Core Area Corporate Limits as the same are now and as the same may be from time to time extended. The rights, privilege and franchise granted hereunder are non-exclusive and are granted subject to the existing charter and ordinances of College Station, and are subject to such lawful changes by charter provision or ordinance as may be necessary to the public health and safety by College Station in the exercise of its lawful police powers.

The Parties recognize that Bryan has for many years owned, operated and maintained an Electric System in College Station. Nothing in this Franchise is intended to limit or shall limit Bryan's rights to use easements now or hereafter held, owned or controlled by Bryan for such purposes.

COLLEGE STATION MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE THAT ITS EXISTING OR FUTURE RIGHTS OF WAY WERE, ARE, OR WILL BE SUFFICIENT TO PERMIT THE ATTACHMENT, INSTALLATION, MAINTENANCE, REPLACEMENT, RELOCATION, REPAIR, MODIFICATION OR REMOVAL OF THE ELECTRIC SYSTEM.

Section 3. TERM OF FRANCHISE.

Upon the filing with College Station by Bryan of the acceptance required herein, this Franchise shall be in full force and effect for a term and period of ten (10) years, beginning on the Anniversary Date, unless terminated as provided herein.

This Franchise may be amended only upon mutual agreement by the Parties, which amendment will not be effective until reduced to writing and executed by both Parties.

Section 4. CONSTRUCTION AND MAINTENANCE OF ELECTRIC SYSTEM.

Bryan may construct new facilities that are necessary to provide electric utility service within College Station's Non-Core Area ROW. All poles to be placed shall be so set that they will not unreasonably interfere with the flow of water in any gutter or drain, and so located that the same will interfere as little as practicable with the ordinary travel on the Streets or Sidewalks, and so as not to unreasonably obstruct visibility at public street intersections. Bryan shall determine the appropriate route for all lines. The location of all poles, stubs, guys, anchors, conduits and cables placed and constructed and to be placed and constructed by Bryan in the construction and maintenance of its Electric System in College Station, and the location of all conduits laid and to be laid by Bryan within the limits of College Station pursuant to this Franchise shall be subject to lawful, reasonable and proper regulation of general applicability within the City. Bryan will give reasonable consideration to requests by College Station to relocate underground any of its aerial facilities or place new facilities underground.

Where available and where feasible to do so along the route chosen by Bryan, Bryan shall use College Station electrical poles for any expansions, additions or extensions of lines in the Electric System in College Station, and College Station will endeavor to do the same. In such instances the Pole Use Agreement will determine how such expansion, additions, or extensions will be accomplished.

Section 5. CONDITIONS OF OCCUPANCY.

- A. Use. All structures, poles, and facilities erected or maintained by Bryan on ROW within College Station shall be located so as not to cause unreasonable interference with the use of the Streets and with the rights of the owners or occupiers of property which adjoins any of such Streets.

- B. Construction and Restoration. Except as provided in this Franchise, Bryan shall comply with Chapter 3 of the Code of Ordinances of College Station, Section 2, Right-of-Way Maintenance. This Franchise gives Bryan the right to continued use and occupancy of ROW for the purpose of constructing, reconstructing, repairing, maintaining, using and operating facilities for the distribution of Electricity together with all necessary or desirable appurtenances. College Station hereby waives prior non-compliance by Bryan, if any, with Chapter 3 of the Code of Ordinances of College Station, Section 2. Pursuant to Chapter 3 of the Code of Ordinances of College Station Section 2 Subsection F.(1)(e)(6) insurance and bonding requirements are met by Section 7 of this Franchise. Additionally, with regard to Chapter 3 Section 2 Subsection I, College Station agrees that state law requires College Station to pay for relocation of electric utility facilities made at the request of the City to the extent such facilities are located in easements or other property held, owned or controlled by the electric utility. Pursuant to Chapter 3 of the Code of Ordinances of College Station Section 2 Subsection I., the Parties agree that in lieu of the prescribed ninety (90) days to relocate facilities, a different schedule will apply as follows: College Station and Bryan will mutually agree to a project timetable for relocation of Bryan electric facilities and Bryan agrees to relocate all identified electric facilities according to the project timetable; provided, however, that, in the event the Parties are unable to mutually agree to a project timetable, those identified facilities will be deemed abandoned no earlier than two (2) years from the date notice is received by Bryan and College Station may remove the facilities without liability and charge the

cost of the removal to Bryan. Notice will be given no earlier than at the time of completion of the final design of the project requiring relocation. Bryan will submit all plans of record for electric facilities in College Station right of way to the College Station Electric Utilities Department for filing. Bryan agrees that all such electric facilities in College Station right of way will comply with standards of the National Electric Safety Code (NESC), latest edition for new construction, at the time the facilities are constructed. College Station finds that this franchise adequately replaces the requirement for registration and permitting as shown in the Code of Ordinances of College Station Section 2 Subsection F.(1) and (2).

- C. Pursuant to the College Station's police power authority, this right-of-way ordinance may be superseded by a new or amended ordinance, which shall be of general application to all users of College Station rights-of-way. College Station also agrees that College Station will not tamper with, disable or remove any of Bryan's facilities without prior permission from Bryan except as provided above. College Station reserves the right to request that idle facilities that are not in use and useful be removed unless Bryan can establish the need for such facilities.
- D. Relocation of Facilities in Private Easements. Bryan may make claims, including claims for actual and reasonable costs or damages, in the event College Station requires or requests Bryan to move, relocate, change, alter, or modify any of its property constructed in easements or on other property held, owned or controlled by Bryan. College Station shall include a description of the facilities, location, desired place of relocation and request an estimate of the costs for relocation. Bryan shall provide to College Station an estimate of the costs of relocation within forty-five (45) days. If College Station requests Bryan to relocate its facilities, then, to the extent Bryan's facilities were constructed in easements or on property held, owned or controlled by Bryan, College Station shall pay within thirty (30) days of invoice Bryan's estimate of costs. Notwithstanding the foregoing, College Station will not be liable for consequential damages.
- E. Relocation of Facilities for the Benefit of Third Parties. If College Station shall require Bryan to adapt or conform its facilities, or in any way or manner to alter, relocate, or change its property to enable any other Person, except College Station, to use, or to use with greater convenience, any ROW Bryan shall not be bound to make such changes until such other Person shall reimburse or make satisfactory arrangements for reimbursement to Bryan for any loss and expense caused by or arising out of such change. College Station shall not be liable for such reimbursement.
- F. Temporary Raising or Lowering of Wire for Building Moving. Upon written request of any Person holding a building moving permit issued by College Station, Bryan shall raise, or lower its wires and cables temporarily to permit the moving of houses, buildings or other bulky structures. The reasonable expense of such temporary raising or lowering shall be paid by the benefited person, and Bryan may require such payment in advance, Bryan being without obligation to raise, or lower its wires and cables until such payment shall has been made. Bryan shall be given not less than seventy-two (72) hours advance written notice to arrange for such temporary wire and cable adjustments.
- G. Tree Trimming. College Station may, from time to time, pass ordinances regulating the trimming or removal of trees on or along College Station property, however, reasonable tree trimming and vegetation control shall be allowed.
- H. Placement of Fixtures. Bryan shall not place poles, towers or similar fixtures where the same will unduly interfere with any gas, electric, or telephone fixture, water hydrant or main, drainage facility or sanitary sewer, and all such poles, towers and similar facilities shall be placed in such manner as not to unreasonably interfere with the usual travel or use of the streets.

- I. Street Lights. Bryan shall provide electric service to standard or decorative street lights within Bryan's PUC certificated area in College Station. Unmetered street lighting will be installed, operated and maintained by Bryan. Bryan will establish a monthly cost for each light which includes installation of a standard design, operation and maintenance costs. College Station will approve requests for the installation of street lighting. For decorative lighting, Bryan will furnish a cost for each light over and above the standard design to be paid by the developer prior to installation.

- J. Traffic Signals. Bryan shall provide space on existing facilities and those to be constructed in Public Utility Easements for College Station to attach traffic signals. If the facilities require an upgrade to accommodate College Station's request for traffic signals, College Station may elect to either construct its own traffic signal facilities or to reimburse Bryan for the difference in cost to make the necessary upgrades to Bryan's facilities. College Station shall pay for electricity necessary to operate the traffic signals in accordance with Bryan's tariff for such services.

Section 6. UNDERGROUND INSTALLATION.

Bryan shall abide by the ordinances governing underground utilities that are in place at the time of the original installation of the facilities in the area affected by such ordinances. Any maintenance, substitution, or replacement of Bryan's facilities will fall under the ordinance in place at the time of the facility's original installation. Additional costs incurred for underground versus overhead facilities will be determined by Bryan's line extension policy and will be the responsibility of Bryan and the developer of the area.

Section 7. LIABILITY INSURANCE.

- A. Minimum Coverage. Within thirty (30) days after the effective date of this Franchise, Bryan shall file with the Director and shall maintain throughout the term of this Franchise a policy of comprehensive general insurance, including an endorsement for contractual liability, issued by an insurance company duly authorized to do business in the State of Texas insuring College Station and Bryan with respect to the installation, maintenance, and operation of Bryan's Electric System. The amounts designated herein are minimum requirements and do not establish the limits of the Bryan's liability:
 - (1) Comprehensive General Liability: One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - (2) Automobile Liability: One Million Dollars (\$1,000,000.00) combined signal limit per accident for bodily injury and property damage.
 - (3) Worker's Compensation and Employers Liability: Workers' Compensation limits statutory for the State of Texas and Employers Liability limits of One Million Dollars (\$1,000,000.00) per accident.
 - (4) Excess and Umbrella Liability Insurance in a form following the underlying coverages in an amount of One Million Dollars (\$1,000,000.00) each occurrence and one Million Dollars (\$1,000,000.00) aggregate.

- B. Notice of Cancellation or Reduction. Such liability insurance shall contain the provision that written notice of expiration, cancellation, reduction or material change in coverage of the policy shall be delivered to the Director and to Bryan at least thirty (30) days in advance of the effective date thereof.

- C. Term. Such liability insurance shall be kept in full force and effect by Bryan during the existence of this Franchise.

Section 8. GOVERNING LAW; LIMITATIONS; COMPLIANCE.

- A. Governing Law. This Ordinance shall be construed in accordance with College Station's Charter and Code of Ordinances in effect on the Effective Date of this Ordinance to the extent that such Charter and Code of Ordinances are not in conflict with or in violation of the Constitution and laws of the United States or the State of Texas.
- B. Limitations: This Ordinance shall be governed by and construed in accordance with the laws of the State of Texas. Should either party desire to pursue any claim or cause of action against the other relating to this Ordinance, notwithstanding any provisions of any law, the party desiring to assert such claim or cause of action must do so in a form with appropriate jurisdiction within four (4) years of the date that such claim or cause of action first arose or said claim or cause of action shall be forever barred.
- C. Compliance. Notwithstanding any other provision of this Franchise to the contrary, College Station and Bryan shall at all times comply with all laws, rules and regulations of the state and federal government and any administrative agencies thereof, with respect to the subject matter of this Ordinance.

Section 9. PAYMENT TO COLLEGE STATION.

- A. In consideration for the rights and privileges herein granted, the administration of this Franchise by College Station, the temporary interference with the use of public rights of way and other costs and obligations undertaken by College Station herein, Bryan hereby agrees to pay to College Station during the term of this Franchise a sum of money equal to five percent (5%) of annual Gross Receipts as herein defined. Franchise fee payments shall be paid quarterly on or before each May 1, August 1, November 1, and February 1 for the most recently ended calendar quarter. Bryan shall file with College Station's City Manager within thirty (30) days after the expiration of each quarter of each calendar year, or portion thereof during which this Franchise is in effect, a statement showing in reasonable detail the Gross Receipts collected during the preceding quarter of the calendar year. Such statement shall be accompanied by Bryan's payment to College Station of five percent (5%) of the Gross Receipts for such quarter. An interest charge shall be assessed on a franchise fee payment not paid on the due date at the rate of ten percent (10%) per year for each day that the franchise fee payment is late, and check for the interest due shall accompany the late franchise payment.
- B. If Bryan elects to provide customer choice pursuant to the terms of the Public Utility Regulatory Act, the fee due under this Franchise shall be based on the following: (1) each kilowatt hour of Electricity delivered by Bryan to each retail customer whose consuming facility's point of delivery is located within College Station's Corporate Limits. The charge imposed shall be equal to the total electric franchise fee revenue due College Station under this Franchise for the calendar year preceding Bryan's decision to provide customer choice divided by the total kilowatt hours delivered during that calendar year by Bryan to retail customers whose consuming facilities' points of delivery were located within College Station's Corporate Limits. The fee due to College Station from Bryan as the provider of distribution service shall be equal to the charge per kilowatt hour determined for the calendar year preceding Bryan's decision to provide customer choice multiplied times the number of kilowatt hours delivered within College Station's Corporate Limits; and (2) a sum equal to five percent (5%) of gross revenues received by Bryan from Discretionary Service Charges that are for the benefit of an end-use retail electric consumer within Bryan's certificated area located within College Station's Corporate Limits. Discretionary Service Charges shall include but not be limited to: connection charges, disconnection charges, reconnection charges, meter testing charges, out-of-cycle meter read charges, non-standard meter installation charges, service call charges, outdoor lighting charges, tampering charges, denial of access charges,

distributed renewal generation metering charges, and construction services. Bryan shall make payment to College Station accompanied by a statement filed with College Station's City Manager within thirty (30) days after the expiration of each quarter of each calendar year, or portion thereof during which this Franchise is in effect. The statement shall show in reasonable detail the basis for the payment. An interest charge shall be assessed on a franchise fee payment not paid on the due date at the rate of ten percent (10%) per year for each day that the franchise fee payment is late, and check for the interest due shall accompany the late franchise payment.

- C. The consideration set forth in this section shall be paid and received in lieu of any other license, charge, fee, street or alley rental, or other character of charge for use and occupancy of the Streets, Sidewalks, Public Utility Easements, and other public rights of way of College Station and in lieu of any pole tax, inspection fee tax or other tax, any lawful permit, inspection or other fee whether charged to Bryan or any of its contractors; and any imposition other than the usual general ad valorem taxes, special assessments to abutting landowners or sales taxes now or hereafter lawfully levied.

Section 10. RECORDS AND REPORTS.

- A. Book of Account. Bryan shall keep complete and accurate books of accounts and records of its business and operations from which Gross Receipts may be determined. To the extent practicable, copies of relevant portions of such books of accounts and records shall be made available at Bryan's office nearest to College Station upon reasonable request.
- B. Access by College Station. The Director or his duly designated officers, agents, or representatives, shall have access to all books of accounts and records of Bryan relating to this Franchise as reasonably needed to determine the accuracy of any and all reports relating to Bryan's receipts to College Station. Any confidential or proprietary matters disclosed to College Station shall be held in confidence and disclosed only as needed to enforce College Station's rights under this Ordinance.

Section 11. AREA OF COLLEGE STATION AFFECTED.

- A. This Franchise shall extend to and include any and all territory that is within Non-Core Areas of College Station. This Franchise shall not apply to Core Areas of College Station. Bryan may operate, maintain, repair, replace, reconstruct or upgrade Bryan's existing facilities in Core Areas.
- B. This Franchise is not intended to and does not enlarge the scope or geographical extent of certification to provide retail service beyond the area certificated to Bryan in the absence of this Franchise.
- D. Additionally, this Franchise shall extend to any and all territory which is annexed by College Station during the term of this Franchise. In the event of disannexation, this Franchise shall be reduced to the territory that continues to be in College Station.
- E. College Station shall promptly furnish Bryan with maps of the affected area in the event of an annexation or disannexation. Within sixty (60) days from the date such maps are furnished, Bryan shall identify all Customers located within such annexed or disannexed territory and adjust its accounting system accordingly. For the purposes of calculating Gross Receipts, Customers, if any, included within an annexed area shall be deemed to commence sixty (60) days from the date College Station furnishes the maps to Bryan.

Section 12. NON-EXCLUSIVE FRANCHISE.

This Franchise is not exclusive and nothing herein contained shall be construed so to prevent College Station from granting other like or similar rights, privileges and franchises to any other Person.

Section 13. DEFAULT; REMEDIES.

In addition to all rights and powers of College Station by virtue of this Franchise or otherwise, College Station reserves the rights to terminate and cancel this Franchise in accordance with the following provisions:

- A. Violation of Provisions. This Franchise may be terminated by College Station in the event Bryan shall by act or omission materially violate any term, condition or provision of this Franchise and shall fail or refuse to effect compliance within thirty (30) days following written demand by College Station to do so.
- B. Method of Termination and Cancellation. Any such termination and cancellation of this Franchise shall be by ordinance adopted by College Station; provided, however, before any such ordinance is adopted, Bryan shall be given at least thirty (30) days' advance written notice, which notice shall set forth the causes and reasons for the proposed termination and cancellation, shall advise Bryan that it will be provided an opportunity to be heard by City Council regarding such proposed action before any such action is taken, and shall set forth the time, date, and place of the hearing. In no event shall such hearing be held less than thirty (30) days following delivery of such notice to Bryan.
- C. Force Majeure. Other than its failure, refusal or inability to pay its debts and obligations, including, specifically, the payments to College Station required by this Franchise, Bryan shall not be declared in default or be subject to a sanction under any provision of this Franchise in those cases in which performance of such provision is prevented by reasons beyond its reasonable control.

Section 14. RATE REGULATION; RESERVE OF REGULATORY POWERS; RESERVE OF LEGAL RIGHTS.

- A. Rate Regulation. College Station shall have only such regulatory power, authority, and jurisdiction respecting Bryan's rates, if any, as may be provided by law, if any.
- B. Regulatory Powers. College Station by the granting of this Franchise does not render or to any extent lose, waive, impair, or lessen the lawful powers and rights, now or hereafter vested in College Station under the Constitution and statutes of the State of Texas and of the United States of America and under the Charter of College Station, to regulate the use of the Streets by College Station.
- C. Legal Rights. Bryan by accepting this Franchise does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights now or hereafter vested in Bryan under the Constitution and statutes of the State of Texas and of the United States of America.

Section 15. GOVERNMENTAL FUNCTION.

All of the lawful regulations and activities required by this Franchise are hereby declared to be governmental and for the health, safety, and welfare of the general public.

Section 16. ASSIGNMENT.

Bryan shall not assign its rights or obligations under this Franchise, nor any part of such rights or obligations, without the prior written consent of College Station, which consent shall not be unreasonably withheld, conditioned, or delayed. As a condition of an assignment the proposed assignee shall execute a written acknowledgment that it has read, understood, and intends to abide by this Franchise, and that the assignee assumes all obligations and liabilities imposed by this Franchise on Bryan.

Section 17. PUBLICATION COST.

In compliance with the provisions of Article III, Section 35 of College Station Charter, Bryan shall pay the cost of those publications of this Franchise required by such Charter provisions.

Section 18. ACCEPTANCE.

Bryan shall, within thirty (30) days from the date this Franchise takes effect, file with the Secretary of College Station a written statement signed in its name and behalf in substantially the following form:

To the Honorable Mayor and City Council:

The City of Bryan, Texas, for itself, its successors and assigns, hereby accepts the attached Franchise and agrees to be bound by all of its terms and provisions.

City of Bryan, Texas

By: _____
Dated: _____ day of _____, 2010

Section 19. SEVERABILITY.

If any provisions, section, subsection, clause, or phrase of this Ordinance is for any reason held to be unconstitutional, void, or invalid (or for any reason unenforceable), to the extent practicable, the validity of the remaining portions of this Franchise shall not be affected thereby, it being the intent of College Station in adopting this Ordinance that so long as practicable no portion hereof or provision hereof shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision, or regulation, and to this end, all provisions of this Ordinance are declared to be severable. If a modification of this Ordinance by severance of valid provisions from invalid provisions results in an ordinance that is not practicable, in the opinion of either party, then the parties agree to meet promptly and discuss any necessary amendments or modifications to this Ordinance. If the parties are unable to agree on necessary amendments or modifications within a reasonable period of time, then this Ordinance may be terminated by either party by providing thirty (30) days' written notice to the other.

Section 20. PASSAGE AND EFFECTIVE DATE.

This Franchise shall take effect and be in force from and after sixty (60) days' following its final passage and approval.

PASSED first reading this _____ day of _____, A.D. 2010.

PASSED second reading this _____ day of _____, A.D. 2010.

PASSED third reading this _____ day of _____, A.D. 2010.

APPROVED this ____ day of ____, A.D. 2010.

CITY OF BRYAN

By: _____
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

City Attorney

Date: _____

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

Carla A Robinson

City Attorney

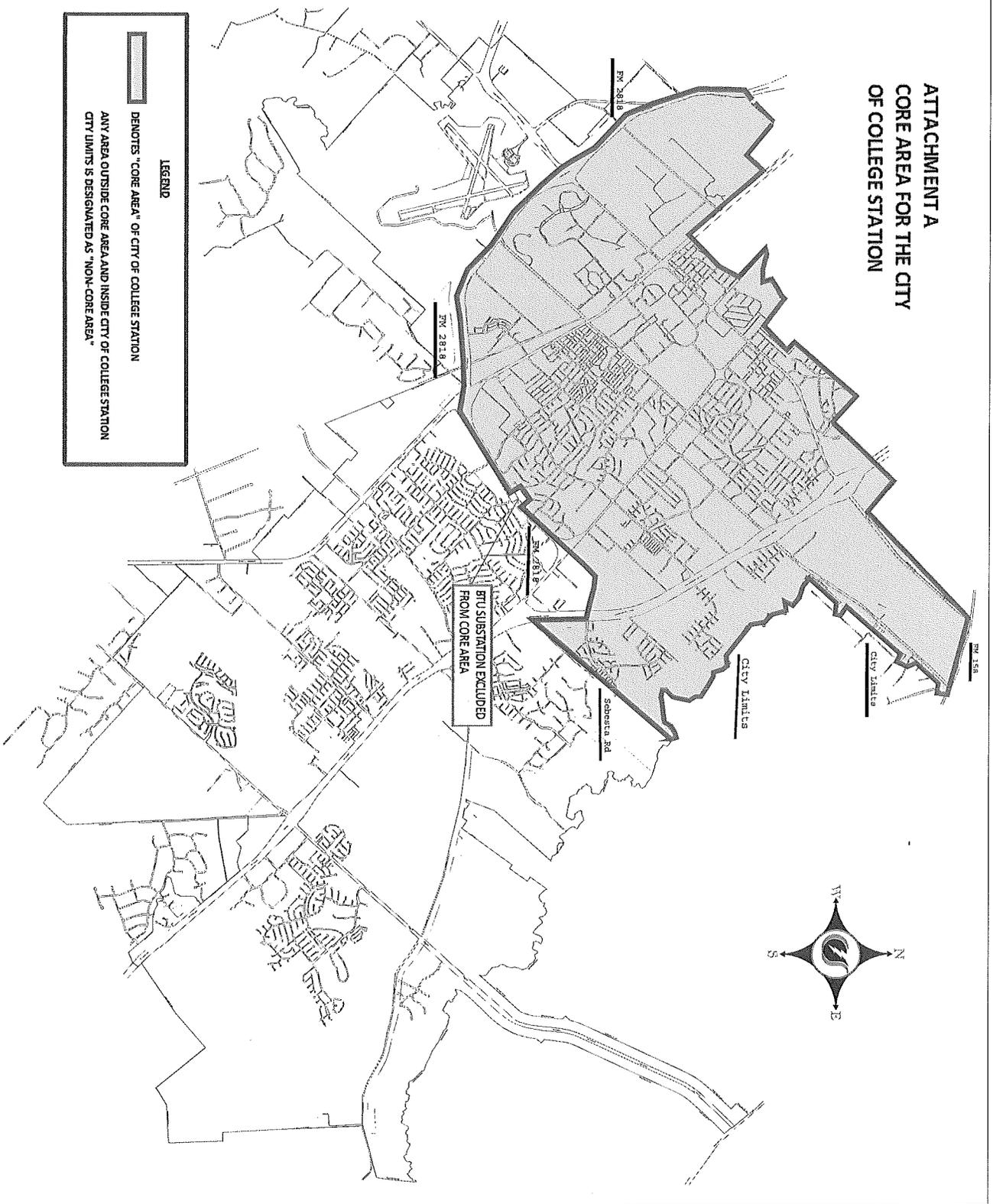
Date: _____

**ATTACHMENT A
CORE AREA FOR THE CITY
OF COLLEGE STATION**

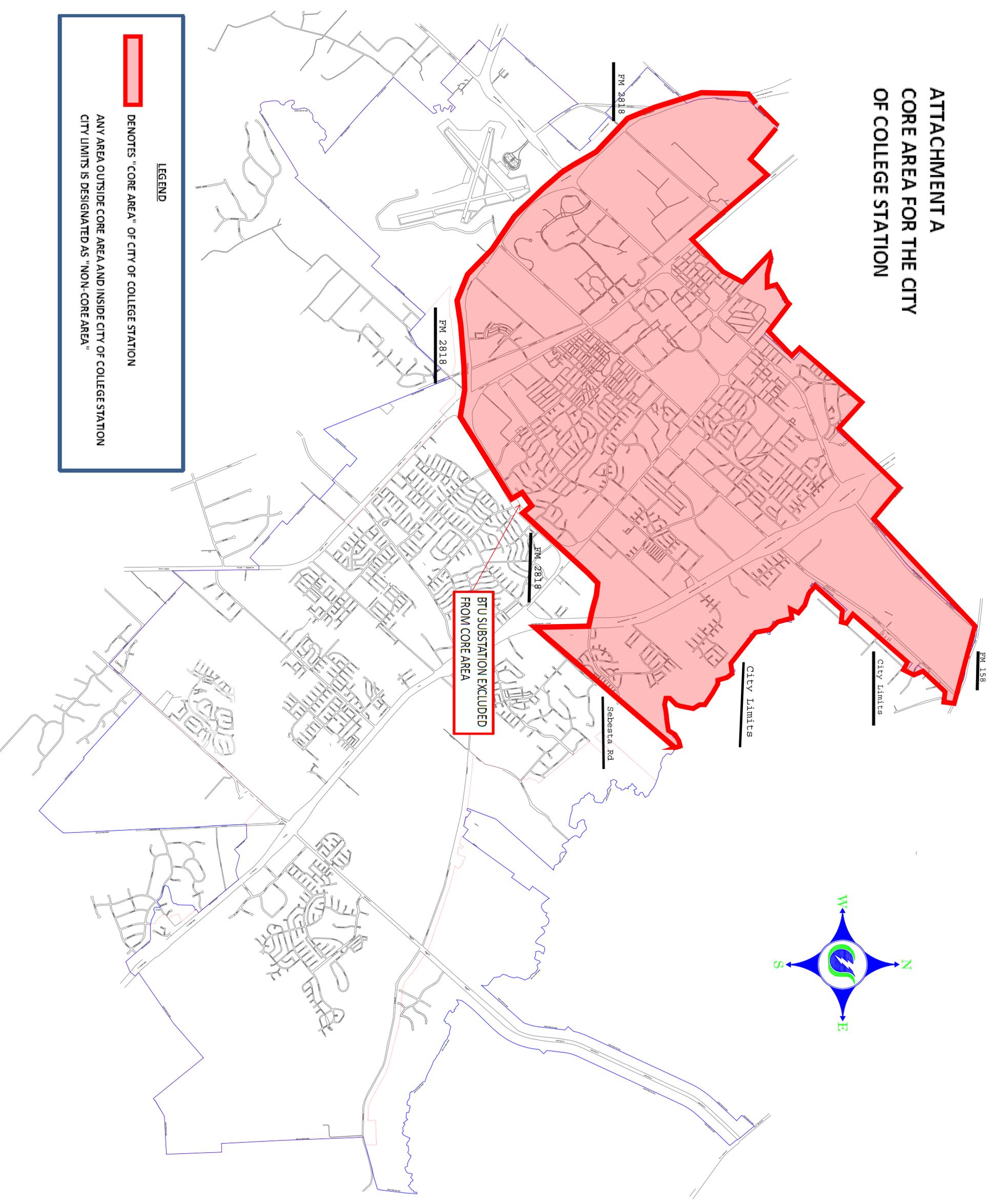
LEGEND

 DENOTES "CORE AREA" OF CITY OF COLLEGE STATION

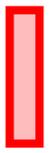
ANY AREA OUTSIDE CORE AREA AND INSIDE CITY OF COLLEGE STATION CITY LIMITS IS DESIGNATED AS "NON-CORE AREA"



ATTACHMENT A CORE AREA FOR THE CITY OF COLLEGE STATION



LEGEND



DENOTES "CORE AREA" OF CITY OF COLLEGE STATION

ANY AREA OUTSIDE CORE AREA AND INSIDE CITY OF COLLEGE STATION CITY LIMITS IS DESIGNATED AS "NON-CORE AREA"

October 25, 2010
Consent Agenda Item No. 2t
Dexter Drive Speed Limit

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on an ordinance amending Chapter 10, Section 3E (2)(j)(15), of the College Station Code of Ordinances changing the posted speed limit on the section of Dexter Drive from 30 mph to 25 mph.

Relationship to Strategic Goals: Goal I. Financially Sustainable City Providing Response to Core Services and Infrastructure and Goal II. Neighborhood Integrity

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

Summary: This item will amend Chapter 10, "Traffic Code," by changing the posted speed limit from 30 mph to 25 mph on the section of Dexter Drive. The existing speed limit along Dexter Drive is 25 mph from George Bush Drive to Thomas Street and 30 mph from Thomas Street to Holleman Drive.

During the on-street parking meetings held with the southside residents, a request was made to have a consistent speed limit along the entire length of Dexter Drive. The 25 mph speed zone was implemented several years ago as part of a traffic calming project completed in the area.

This amendment will extend the existing 25 mph speed zone an additional two blocks south to Holleman Drive and is supported by the City's Traffic Management Team.

Budget & Financial Summary: Funds for the "Speed Limit" signs are included in the maintenance budget of the Public Works Traffic Division.

Attachments:

1. Ordinance
2. Location Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", SECTION 3 "SPEED LIMITS" , (E) "SPEED LIMITS ESTABLISHED FOR CERTAIN DESCRIBED STREETS", (2) (i) (15) OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That **CHAPTER 10, "TRAFFIC CODE", SECTION 3 "SPEED LIMITS" , (E) "SPEED LIMITS ESTABLISHED FOR CERTAIN DESCRIBED STREETS", (2) (i) (15)** of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way 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 Hundred Dollars (\$200.00). 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 _____, 2010.

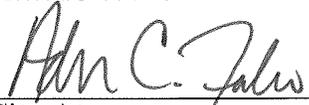
APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That **CHAPTER 10, "TRAFFIC CODE", SECTION 3 "SPEED LIMITS" , (E) "SPEED LIMITS ESTABLISHED FOR CERTAIN DESCRIBED STREETS", (2) (i) (15)** of the Code of Ordinances of the City of College Station, Texas, is hereby amended and is set out hereafter to read as follows:

- (15) Dexter Drive, for traffic moving north and south, the speed limit shall be twenty-five (25) miles per hour from the intersection of Dexter Drive and FM 2347 (George Bush Drive) to the intersection of Dexter Drive and Holleman Drive.



Dexter Speed Zones



October 25, 2010
Consent Agenda Item No. 2u
Asset Forfeiture Audit Reporting Form

To: Glenn Brown, City Manager

From: Robert Alley, Fire Chief

Agenda Caption: Presentation, possible action and discussion regarding the approval of the FY 2010 Chapter 59 Asset Forfeiture Audit reporting form for the College Station Fire Department.

Relationship to Strategic Goals: I. Financially Sustainable City providing response to Core Services and Infrastructure.

Recommendation(s): Staff recommends approval of the FY 2010 Chapter 59 Asset Forfeiture Audit reporting form.

Summary: The City of College Station Fire Marshal's Office during the reporting period of October 1, 2009 thru September 30, 2010 had no property or funds seized or returned. All dollar amounts on this form are documented as \$0 for this reporting period.

Budget & Financial Summary: There is no Budget or Financial impact during this reporting period.

Attachments:

FY 2010 Chapter 59 Asset Forfeiture report – on file in City Secretary's Office

October 25, 2010
Regular Agenda Item No. 1
Residential Rental Property Inspection

To: Glenn Brown, City Manager

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

Agenda Caption: Public Hearing, presentation, possible action, and discussion regarding the development of a residential rental property inspection program.

Relationship to Strategic Goals: This item was identified by Council as a specific task under the goal of Neighborhood Integrity in the Council's Strategic Plan adopted at the Council's planning retreat in June, 2010.

Recommendation(s): Staff recommends that the Council provide direction regarding the pursuit and scope of any desired Ordinance amendments related to the development of a residential rental property inspection program as outlined below.

Summary: For several years, the City Council has addressed various and diverse issues associated with the proliferation of residential rental properties. The scope of these attempts ranged from limits on the number of unrelated individuals that are permitted to live in a rental home to requiring the registration of single family homes that are rented. These are of course, complementary to the zoning and building code tools that have been used by the City for decades to address land use and health and safety.

Members of the Council have regularly mentioned development of a rental inspection program. This discussion culminated with inclusion of this item in the Council's 2010 strategic plan. Since June (when this item was included in the strategic plan), staff has researched various options for a rental inspection program, reviewed similar programs conducted in other cities, discussed such a program with various interest groups, and sought general input from property owners and residents. The results of these efforts will be presented at the Council meeting.

Staff is recommending that, if the Council seeks to move forward in the development of a rental inspection program, it be conducted/limited in the following manner:

- § Program applies to all residential rental properties in the City (single family, duplex, and multi-family).
- § For single family and duplex rentals, use the current registration system as the program management tool. For multi-family projects institute a registration program.
- § Program limited to life-safety elements (smoke detector, carbon monoxide detector, HVAC inspections, operational doors and windows, etc).
- § Program self-reporting, that is property owners provide the City with verification that inspections of the identified elements have been conducted at least annually.
- § City continue to conduct sporadic random inspections associated with annual fire department inspections of common areas and Community Development inspections of rental properties housing tenants receiving rental assistance.
- § Fees associated with the program kept to a minimum. No additional charge for single family and duplex properties currently covered by the rental registration program. Fees for multi-family properties should be limited to \$15 annually per "complex" or "project" (for example the entirety of Doux Chene would be considered a single complex and thus subject to a single annual registration and inspection fee)

It is important to note that the City will continue to verify compliance with all other adopted zoning and building (including property maintenance) codes for residential rental properties independent of any inspection program. Further, the City will continue to conduct life-safety code inspections inside rental properties when requested by either the property owner or tenant or as a part of the annual fire department inspection of common areas of multi-family projects.

Staff is seeking direction from the Council on determining if it wishes to institute an inspection program, and if so, the scope of such a program. Depending on Council direction, staff will either make no adjustments to current Codes or will pursue the development of text amendments that will be presented and discussed in public hearings at a later date.

Budget & Financial Summary: Costs to the City for this program include program management which involves mailing costs, administration costs, software costs, enforcement costs, etc. Annual costs are estimated at approximately \$10,000. Adopted Council policy is that the costs of such programs shall be completely covered by related fees or charges. It is projected that the identified fees would generate approximately \$8,000 in revenue.

Attachments: N/A

**October 25, 2010
Regular Agenda Item No. 2
Southside Parking Plan**

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Public Works

Agenda Caption: Public Hearing, presentation, possible action, and discussion on an ordinance amending Chapter 10, of the College Station Code of Ordinances to remove parking on various streets in the Southside neighborhoods to improve emergency vehicle access.

Relationship to Strategic Goals: Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure and Goal II, Neighborhood Integrity

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

Summary: At a Traffic Management Team meeting, the Fire Department expressed some concern with the on-street parking in the southside neighborhoods and how it hindered mobility and access to many of the homes in the area. In some cases, the streets are less than 20 feet wide and any on-street parking can be problematic for emergency vehicles.

Staff is recommending the following modifications to on-street parking in the southside neighborhoods included in this study:

- Streets with less than 27-feet of pavement will not have on-street parking.
- Streets with approximately 27-33 feet of pavement will have parking on one side of the street (most streets are about 27 feet wide, which still isn't wide enough to accommodate on-street parking on both sides of the street and emergency vehicle access)
- Streets with more than 33-feet of pavement will have parking on both sides of the street.

The city's Traffic Management Team discussed this item and recommends that parking be as identified in the plan. City staff held three public meetings with residents of the southside neighborhoods to get input on the plan and answer questions. More specifically, staff was seeking input from residents and property owners along those streets that will only have parking on one side of the street. The majority of the residents that attend the meetings supported the plan.

Post cards were mailed to the property owners in the southside neighborhoods to notify them of tonight's public hearing.

Budget & Financial Summary: The cost for implementing this plan is approximately \$6,400 and will be funded with operation and maintenance funds from the Public Works Traffic Division budget.

Attachments:

1. Ordinance
2. Location Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE" SECTION 4 "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS", E "PARKING REGULATIONS FOR CERTAIN DESCRIBED AREAS" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SCHEDULE XII; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That CHAPTER 10, "TRAFFIC CODE" SECTION 4 "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS", E "PARKING REGULATIONS FOR CERTAIN DESCRIBED AREAS" SCHEDULE XII, of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense and/or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

ORDINANCE NO. _____

Page 2

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

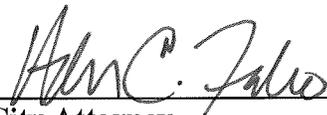
APPROVED:

Mayor

ATTEST:

City Secretary

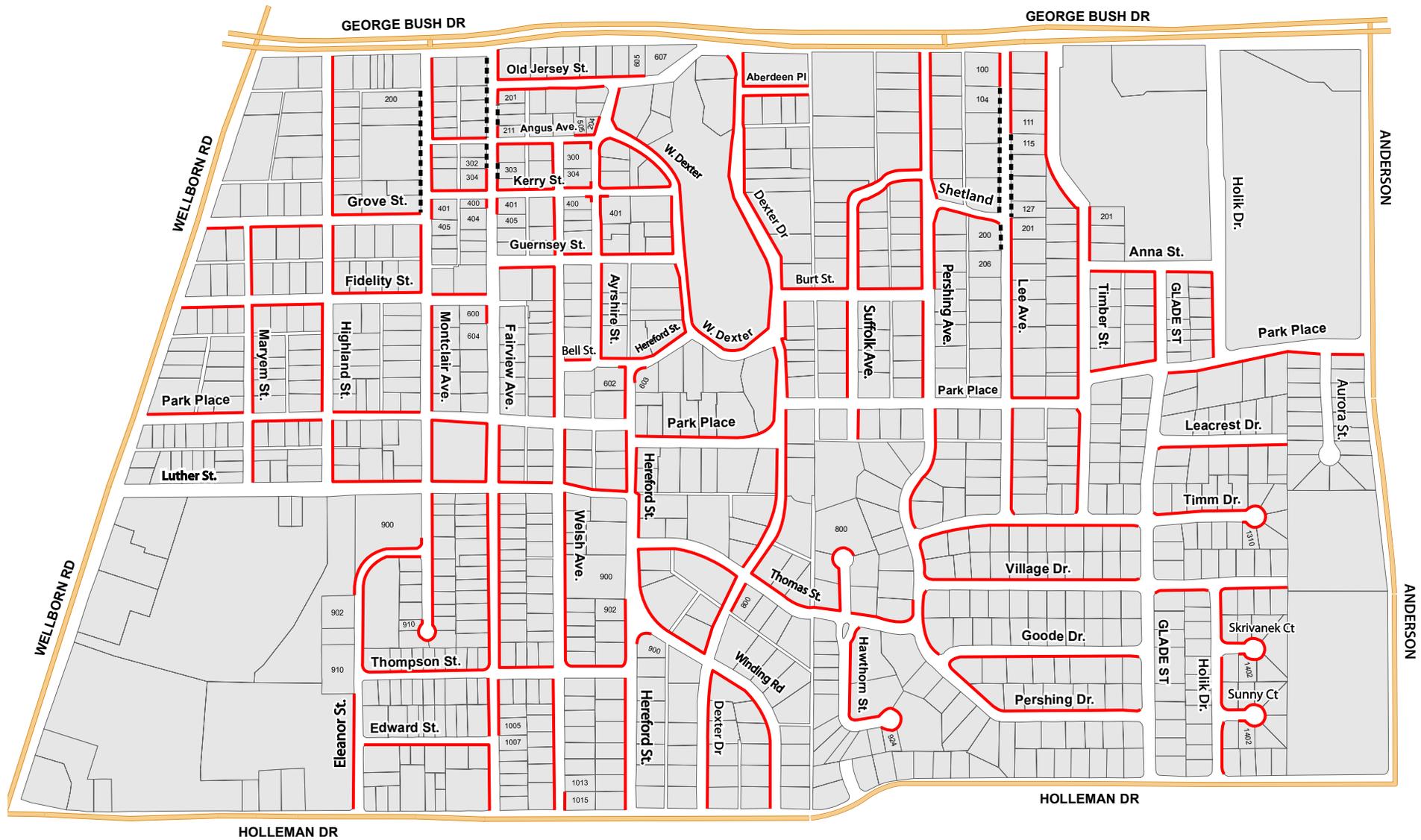
APPROVED:



City Attorney

EXHIBIT "A"

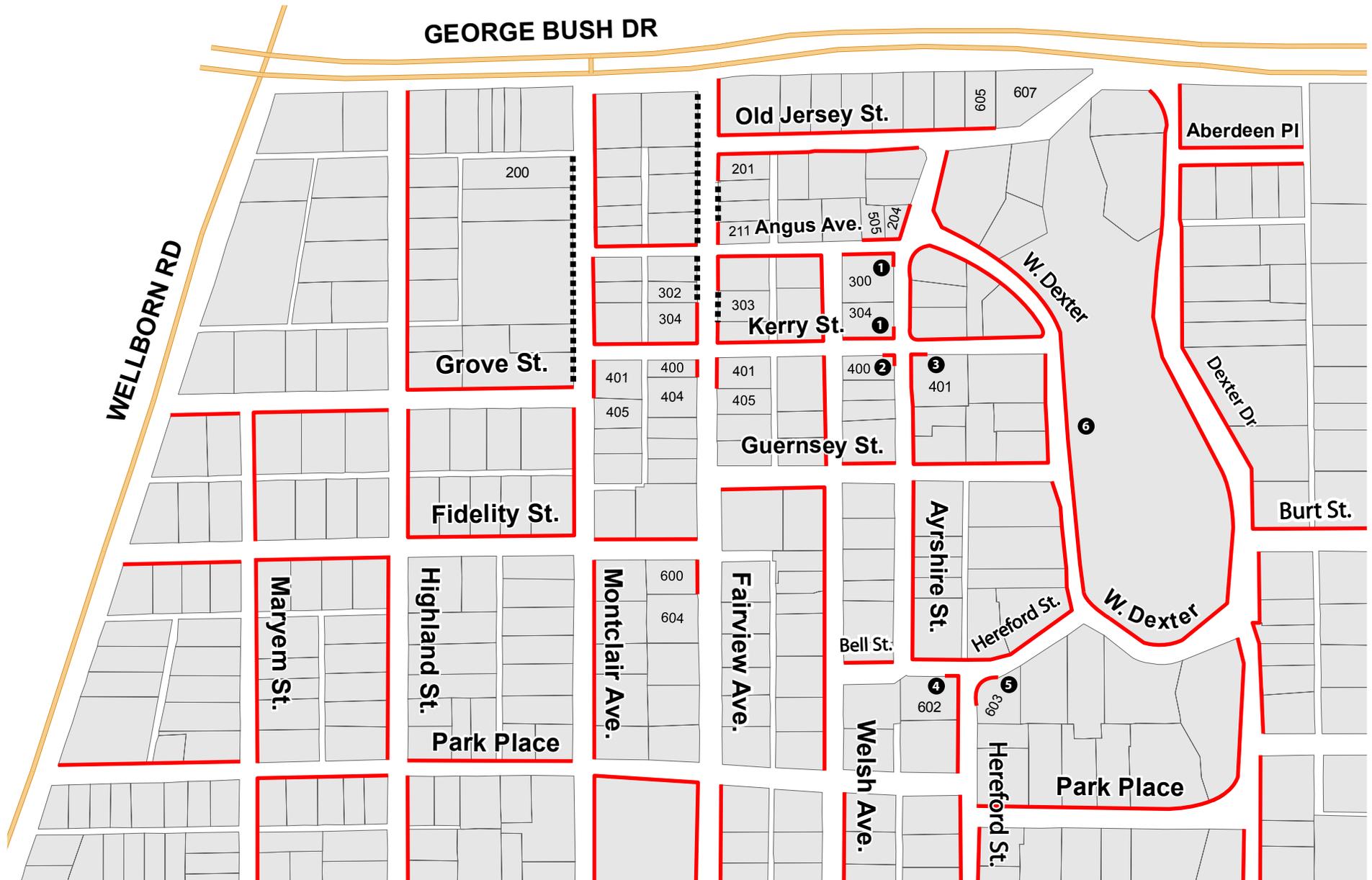
That the Traffic Control Device Inventory - Schedule XII (dated August 18, 2008) as referenced in CHAPTER 10, "TRAFFIC CODE" SECTION 4 "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS", E "PARKING REGULATIONS FOR CERTAIN DESCRIBED AREAS" and SCHEDULE XII is hereby amended to include the following street map of No Parking, Stopping, or Standing Anytime:



map
ABCD



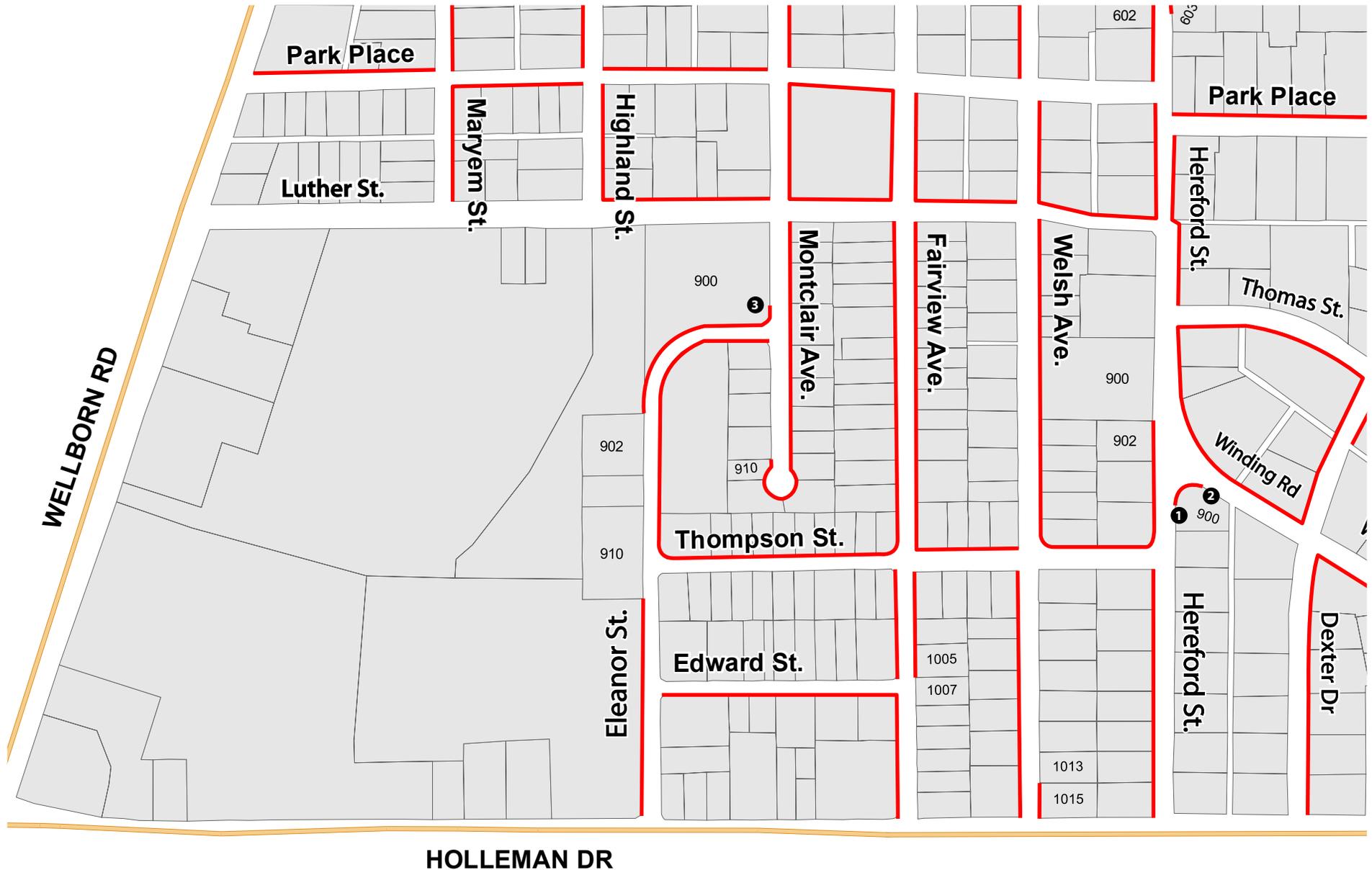
	NO PARKING
	2-HR PARKING



1. NO PARKING is 40 ft. from street corner (down & up)
2. NO PARKING is 37 ft. from street corner (left); 40 ft. from street corner (down)
3. NO PARKING is 40 ft. from street corner
4. NO PARKING is 35 ft. from street corner
5. NO PARKING is 74 ft. from property line; 68 ft. around street corner
6. PARKING shall be permitted inside the three paved parking areas on West Dexter



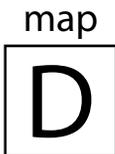
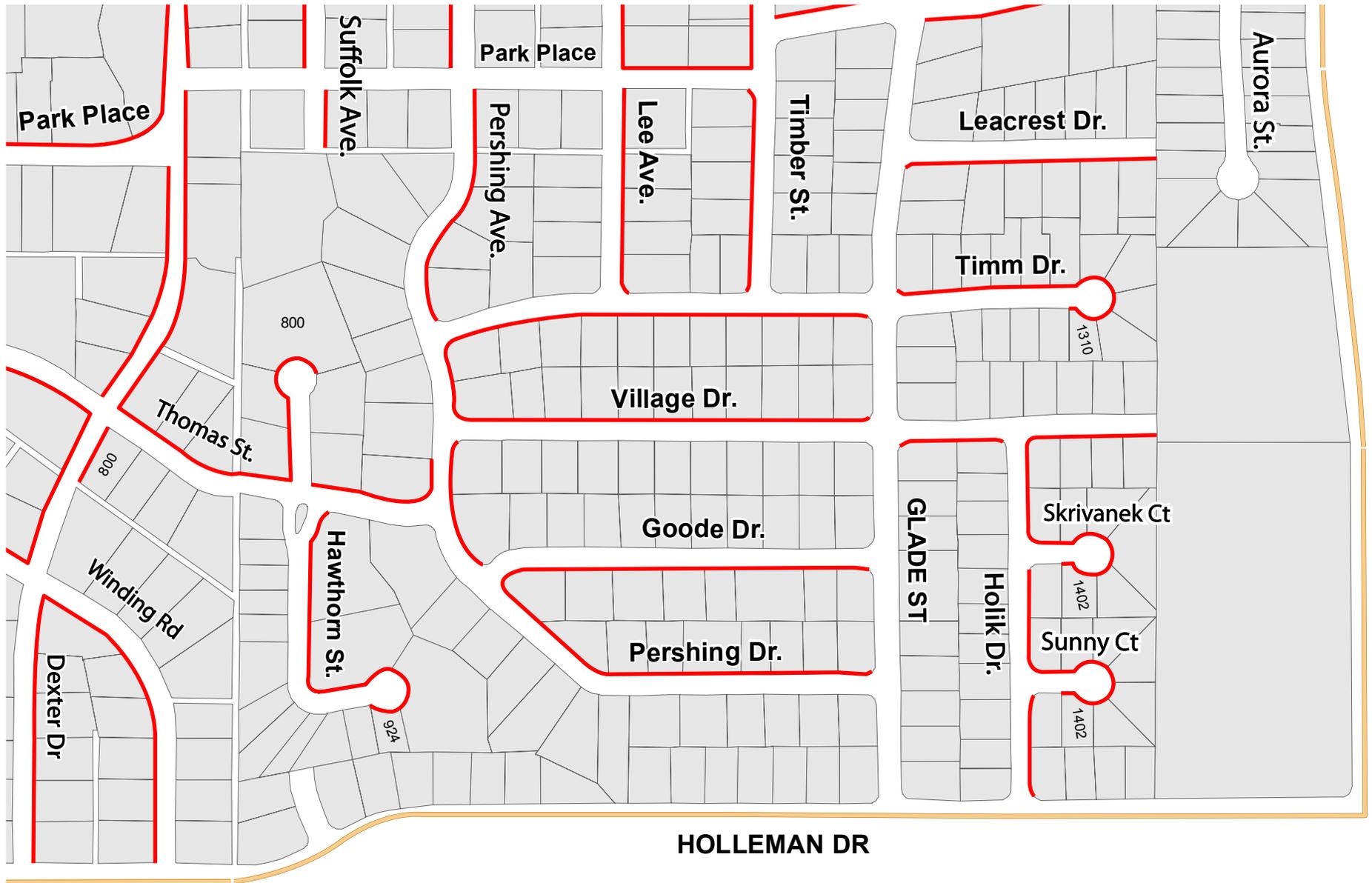
	NO PARKING
	2-HR PARKING



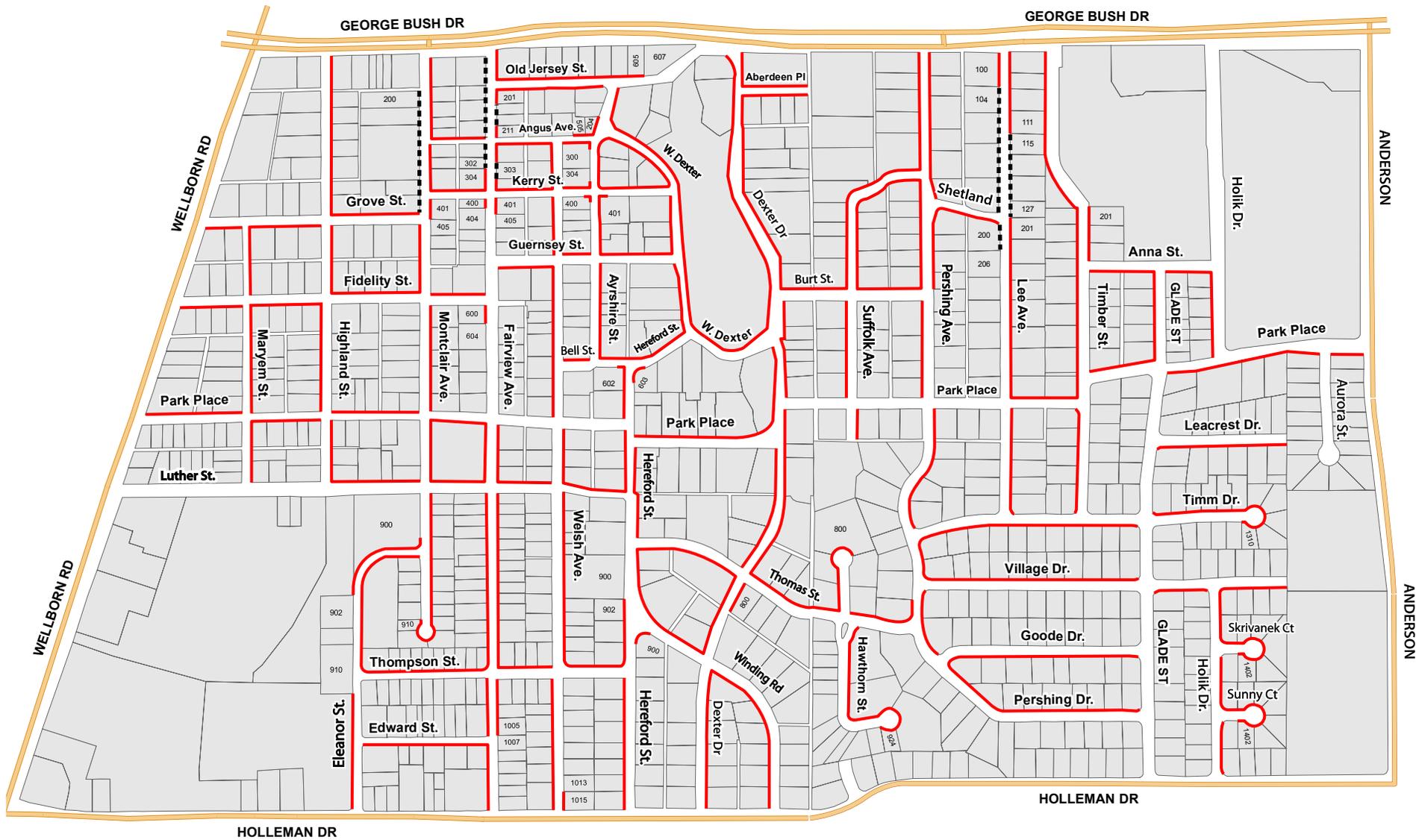
1. NO PARKING is 85 ft. from property line
2. NO PARKING is 127 ft. from property line
3. NO PARKING is 65 ft. from street corner



	NO PARKING
	2-HR PARKING



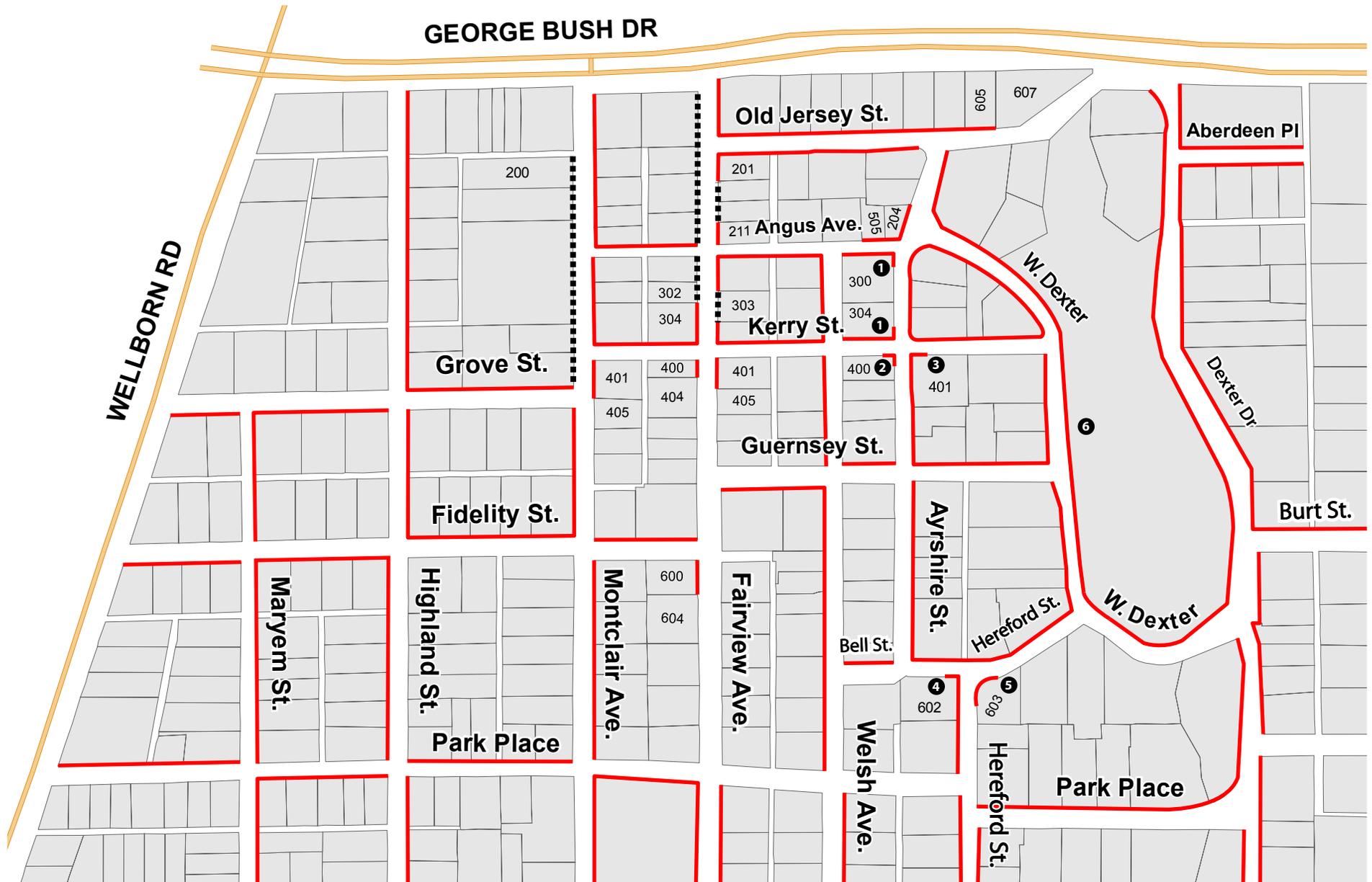
	NO PARKING
	2-HR PARKING



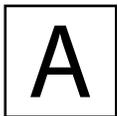
map
ABCD



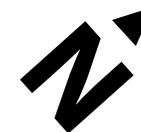
- NO PARKING
- - - 2-HR PARKING



map

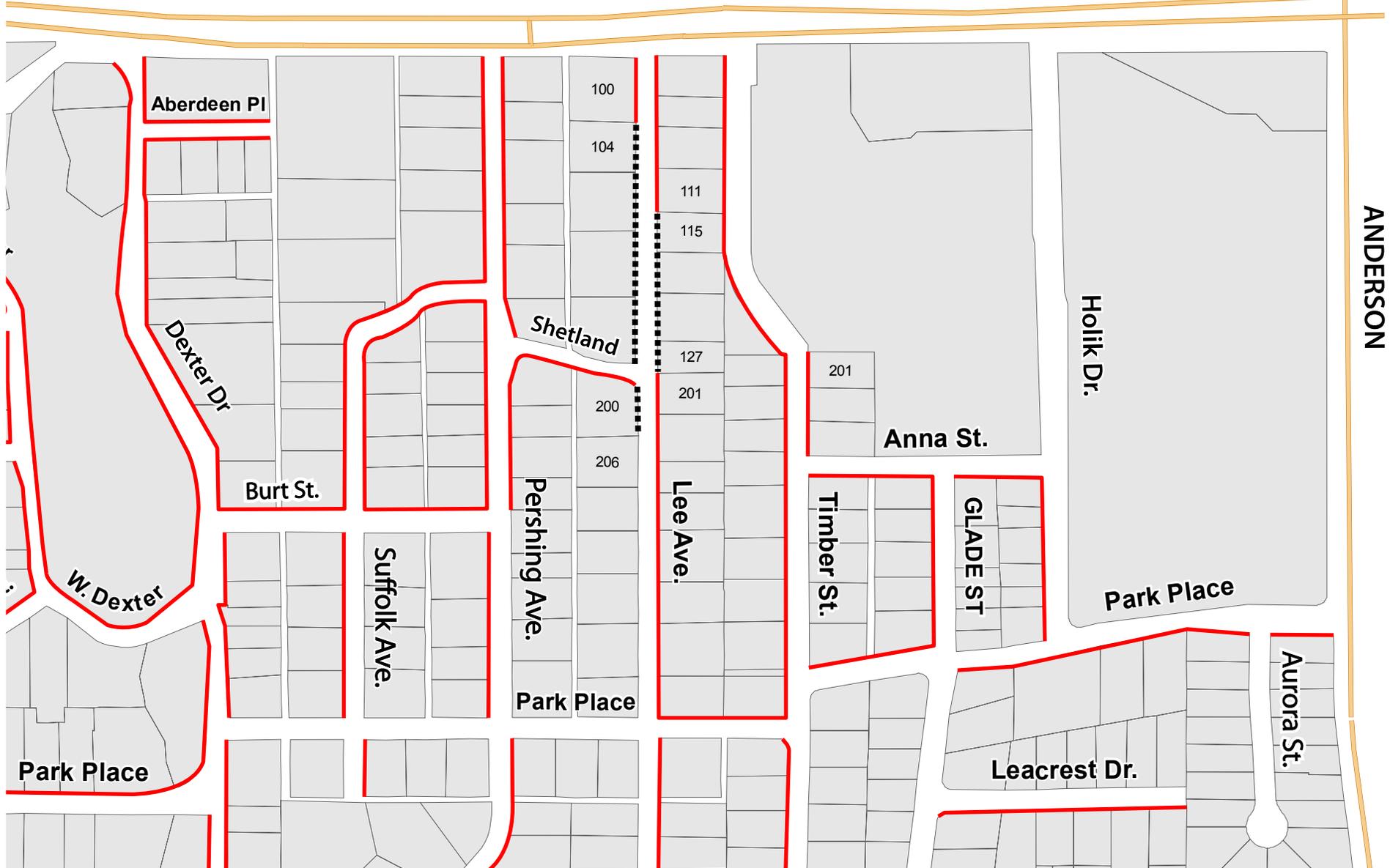


1. NO PARKING is 40 ft. from street corner (down & up)
2. NO PARKING is 37 ft. from street corner (left); 40 ft. from street corner (down)
3. NO PARKING is 40 ft. from street corner
4. NO PARKING is 35 ft. from street corner
5. NO PARKING is 74 ft. from property line; 68 ft. around street corner
6. PARKING shall be permitted inside the three paved parking areas on West Dexter



	NO PARKING
	2-HR PARKING

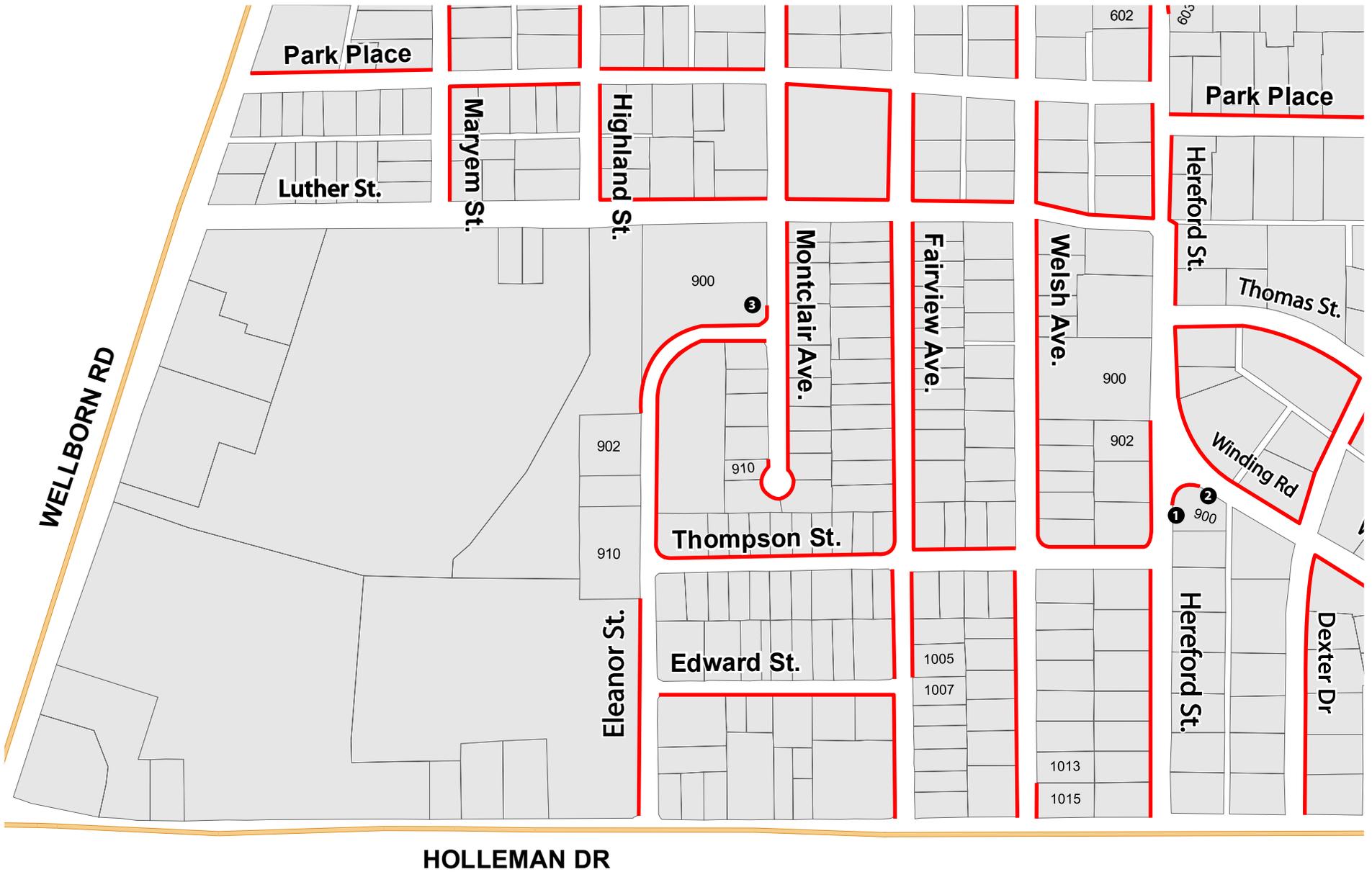
GEORGE BUSH DR



map



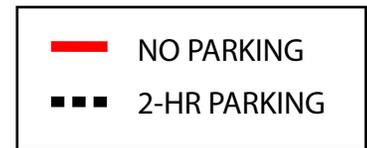
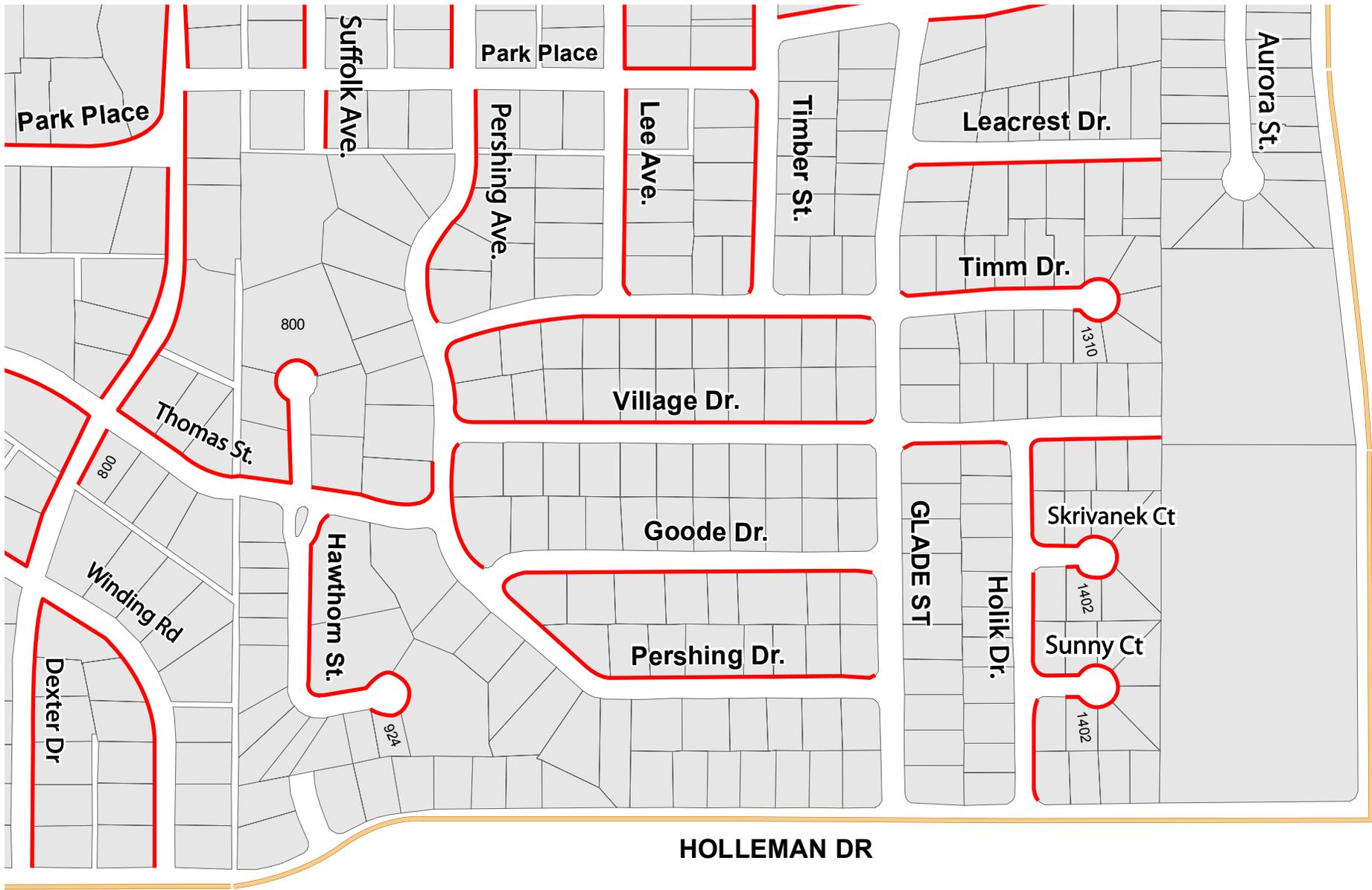
	NO PARKING
	2-HR PARKING



1. NO PARKING is 85 ft. from property line
2. NO PARKING is 127 ft. from property line
3. NO PARKING is 65 ft. from street corner



	NO PARKING
	2-HR PARKING



October 25, 2010
Regular Agenda Item No. 3
Water/Wastewater City-wide Impact Fee Study

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding awarding a contract to HDR Engineers for \$55,600 to study City-wide impact fees, to give City Council the option of implementing impact fees, if they so desire.

Relationship to Strategic Goals: Financially sustainable city providing response to core services and infrastructure.

Recommendation: Staff recommends approval of the contract award.

Summary: City-wide impact fees are feasible for the Water and Wastewater systems, to implement the Council policy that "those who benefit from services should pay." If implemented, these Impact Fees would be one-time fees, paid at the time of the building permit, to help pay for the existing excess capacity or the future increased capacity of the utility systems that is necessitated by the development. On June 24, 2010 City Council directed staff to budget for a study that would follow the process dictated by State Law, that, when complete, will enable the City Council to implement these Impact Fees, if they so desire.

If City Council approves the award of this contract, then the consultant will determine the maximum impact fees that could be assessed by City Council, according to State Law. Council will then have the option of whether to adopt the impact fees at all, and if they are adopted, at what percent of the maximum allowable. The study will take approximately six months to complete. The consultant must collect the cost data for existing excess system capacities, and add to that the cost of future capital projects for system capacity expansion over the next ten years. Using general guidance dictated by State Law, these capital costs will determine the maximum potential impact fees, both for water and wastewater.

Please note that the City already has in place impact fees for certain water and wastewater lines, and fees are charged only to developers who connect to these specific lines. The limitation of these fees is that they do not provide funding for overall system capacity expansion, such as new water wells or additional wastewater plant treatment capacity. If implemented, the City-wide impact fees would incorporate these impact fee lines, since they would apply to any new building permit issued City-wide, and the revenue would be used to increase capacities of lines and plants across the City.

Since these City-wide Impact Fees would provide a revenue stream to help fund capital improvements that enable development, Staff recommends approval.

Budget & Financial Summary: Funds are budgeted and available in the FY-11 Water and Wastewater operating budgets.

Attachment:

Contract (available in City Secretary's office)

October 25, 2010
Regular Agenda Item No. 4
Appointment of Citizens to Various Boards and Committees

To: Glenn Brown, City Manager

From: Sherry Mashburn, City Secretary

Agenda Caption: Presentation, possible action, and discussion regarding selection of applicants to various Citizen Boards and Committees.

CITIZEN MEMBERSHIP

Cemetery Committee

Construction Board of Adjustments and Appeals

Design Review Board

Historic Preservation Committee

Medical Corridor Citizen Advisory Committee

Medical Corridor Stakeholders Advisory Committee

BVSWMA, Inc. Board of Directors

Zoning Board of Adjustment

Attachments:

Notebook of Citizen Committee applications provided prior to meeting.