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Mayor

Nancy Berry

Mayor Pro Tem

Dave Ruesink

City Manager

David Neeley

Council members

Blanche Brick

Jess Fields

Karl Mooney

Katy-Marie Lyles

Julie M. Schultz

Agenda
College Station City Council
Regular Meeting
Thursday, October 13, 2011 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:

- **Proclamation recognizing Chef Tai Lee's national recognition and award**
- **APA Certificate of Achievement for Planning Excellence**
- **The Texas APA Project Plan of the Year for the Bicycle, Pedestrian, and Greenways Master Plan**
- **The Honorable Mention - Bicycle Friendly Community from the League of American Bicyclists**

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:

- September 22, 2011 Workshop and Regular Council Meeting

- b. Presentation, possible action, and discussion regarding a resolution approving a construction contract with Elliott Construction, LLC for the Wellborn Widening Waterline Project and authorizing the expenditure of funds, in an amount not to exceed \$546,028.50.
- c. Presentation, possible action and discussion on approving the budget of the Arts Council of Brazos Valley; and presentation, possible action and discussion on approving the funding agreement between the City of College Station and the Arts Council of Brazos Valley for FY12 in the amount of \$200,000 for Affiliate funding.
- d. Presentation, possible action and discussion on approving the operations and maintenance funding agreement between the City of College Station and the Arts Council of the Brazos Valley for FY12 totaling \$100,550.
- e. Presentation, possible action and discussion on a letter agreement for year 3 of the Professional Auditing Services engagement with Ingram, Wallis & Co., P.C. for the fiscal year ending September 30, 2011 with expenditures totaling \$86,000 from the City of College Station.
- f. 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 FY12 in the amount of \$1,000,000.
- g. Presentation, possible action and discussion on a funding agreement between the City of College Station and the Research Valley Partnership for FY12 in the amount of \$325,000.
- h. Presentation, possible action, and discussion authorizing the award of Bid No. 11-116 for the purchase of City branded uniforms for Parks athletic programs and for other City departments with CC Creations (\$35,000) and Monograms and More (\$35,000) for a combined annual estimated expenditure of \$70,000. Figures are based on FY11 averages.
- i. Presentation, possible action and discussion to approve Fiscal Year 2011-2012 expenditures for the Brazos County Health Department in the amount of \$326,500.
- j. 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.
- k. Presentation, possible action and discussion on a purchase contract with associated annual maintenance, with Vermont Systems Inc., in the amount of \$62,466.00, for software; and approval of an interdepartmental transfer.
- l. Presentation, possible action, and discussion regarding approval of the second renewal of a joint-bid contract with the City of Bryan with DXI Industries for the purchase of bulk chlorine. The estimated annual expenditure is \$77,220.
- m. Presentation, possible action, and discussion regarding City of College Station Excess Liability and Workers' Compensation Insurance, Property/Boiler & Machinery, Commercial Crime, EMT Liability, and Auto Property Damage policies for Fiscal Year 2012. FY12 premiums have decreased 4 percent from FY11 premiums.

- n. Presentation, possible action, and discussion regarding award of Bid #11-125 to Ergon Asphalt & Emulsions to provide emulsified asphalt products for the maintenance of streets in an amount not to exceed \$406,348.00.

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.

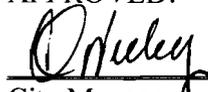
Individuals who wish to address the City Council on an item **posted as a public hearing** shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will 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 an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning 8.11 acres located at 2672 Horse Haven Lane from R-1 Single-Family Residential and A-O Agricultural-Open to PDD Planned Development District.
2. Presentation, possible action, and discussion on authorization for the Mayor to sign a Resolution declaring support for the NRP Holdings, LLC Joint Housing Tax Credit and HOME Investment application to the Texas Department of Housing and Community Affairs for the Year 2012 and Conditional HOME Investment Partnership Commitment (Funding Commitment Agreement) in support of the application for an affordable senior rental housing development.
3. Presentation, possible action, and discussion regarding a funding agreement for a grant of HOME Investment Partnership funds to B/CS Habitat for Humanity, Inc. in the amount of \$320,000.00 for acquisition, demolition, and construction in support of the production of affordable single-family housing
4. Adjourn.

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

APPROVED:



City Manager

City Council Regular Meeting

Page 4

Thursday, October 13, 2011

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, October 13, 2011 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 7th day of October, 2011 at 5:00 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 7, 2011 at 5:00 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 _____, 2011 By _____

Subscribed and sworn to before me on this the ____ day of _____, 2011.

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

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

October 13, 2011
City Council Consent Agenda Item No. 2a
City Council Minutes

To: David Neeley, City Manager

From: Sherry Mashburn, City Secretary

Agenda Caption: Presentation, possible action, and discussion of minutes for:

- September 22, 2011 Workshop and Regular Council Meeting

Attachments:

- September 22, 2011 Workshop and Regular Council Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
SEPTEMBER 22, 2011

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Jess Fields
Karl Mooney, excused absence
Katy-Marie Lyles
Julie Schultz
Dave Ruesink

City Staff:

David Neeley, City Manager
Kathy Merrill, Assistant City Manager
Frank Simpson, Assistant City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
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 3:10 p.m. on Thursday, September 22, 2011 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.

2b: Lance Simms, Assistant Director of Planning and Development Services, reported the definition was being tweaked to align with state law. The current ordinance allows for exceptions such as the hobbyist that has antique or specialty vehicles.

2e: Chuck Gilman, Director of Capital Projects, reported on the traffic counts, patterns and movements that were included in the report to TXDOT. The only public comment received to date has been a concern related to acceleration lanes on the service road. Staff will be watching this. There will be an opportunity for stakeholder input.

2f: Jeff Capps, Police Chief, provided a very brief overview of the funding request for the Brazos County Animal Shelter and how those funds will be expended based on actual costs.

2i: Chuck Gilman, Director of Capital Projects, explained that the original “guaranteed maximum price” meant the design could not come in over \$6 million. The deductive change order for the new contract amount is \$5,895,352. Any increase change order would have to come back before Council.

2j: Jeff Kersten, Director of Finance, explained this is an annual item to identify some of the exemptions from competitive bidding. This is an estimate for a blanket purchase order. He also explained some of the one-source vendors.

2. Presentation, possible action, and discussion regarding approval of the Offer of Settlement included in a filing with the Federal Energy Regulatory Commission (FERC) pertaining to an emergency transmission interconnection with ETI (Entergy). This approval must be given prior to the formal filing of the document at FERC.

David Massey, Electric Division Manager, reported on the Entergy transmission interconnection and FERC filing. Hurricane Ike created widespread power outages in East Texas, and one of the hardest hit was the Entergy System, which is not in the ERCOT Power Grid. Many local Entergy customers had long outages. In 2009, the Texas Legislature directed the Public Utility Commission (PUC) and ERCOT to study possible solutions and look for the most feasible least cost solution. Entergy’s western most service area had a lack of local generation, and there is no interconnection between ERCOT and SERC in this area. The proposed solution, based upon ERCOT studies of the transmission system, is for an interconnection at the College Station switch. There are special conditions of use, such as a declared emergency by the Governor. Federal approval is required. Filings at the PUC have been completed, and College Station has been instructed to proceed with the interconnection. College Station will be paid for all costs through a transmission cost of service filing. We must file an Offer of Settlement with the Federal Energy Regulatory Commission (FERC) in order to go forward. Outside legal counsel has been retained to handle filings at FERC and the PUC. The Interconnection Agreement will be coming before Council in the next few months. Construction is expected to be completed by May 2012.

3. Presentation, possible action, and discussion on appointing Council Liaison to Council and/or Citizen Committees.

Council consensus was to postpone appointment of Council liaisons until after the Sunset Advisory Commission reports their findings. Council will continue to attend meetings on a rotating basis at the Design Review Board, Parks and Recreation Board, Planning and Zoning Commission, and the Zoning Board of Adjustments. Councilmember Schultz will act as an interim liaison for the Historic Preservation Committee.

4. Presentation, possible action, and discussion regarding the Council’s development of their Strategic Plan.

Bob Cowell, Director of Public Works, provided an overview of the Council Strategic Plan. At the July 12 Council Retreat the Council affirmed the community vision, organizational mission and core values. The Council identified goals and desired outcomes for each of the six strategic initiatives:

- Financially Sustainable City
- Providing Core Services and Infrastructure
- Neighborhood Integrity
- Diverse Growing Economy
- Improving Mobility
- Sustainable City

Staff identified strategies for each initiative. The timeline for the completion of the plan has the staff developing and refining actions for strategies in October and developing the draft plan update. The draft Plan Update is expected to be presented to the Council for action. Policy items for Council consideration in order to develop the Council Plan of Work are scheduled for November. Implementation and maintenance of the Plan will utilize staff-developed business plans and performance measures and benchmarks. There will be quarterly reporting of those performance measures and benchmarks. Then, in January or February, the Council will conduct a Plan Workshop to prepare for the FY13 budget.

5. Council Calendar

- **September 23 Grand Opening of the Agriculture & Life Sciences Complex at 600 John Kimbrough Boulevard, 3:00 pm**
- **September 26 CSFD Annual Fallen Firefighter Memorial Service at Fire Station 2 - Rio Grande and Harvey Mitchell Parkway, 12:00 pm**
- **September 27 CSFD's Fire Station 6 Groundbreaking Ceremony at 610 University Drive, 9:00 am**
- **September 29 Chamber of Commerce Legislative Luncheon, Briarcrest Country Club, 12:00 p.m.**
- **September 29 Proclamation Reading/Signing - National Night Out at Brazos County Building – Atrium, 3:00 pm**
- **October 3 2011 Fall Girls Softball Opening Ceremonies Invitation at Stephen C. Beachy Central Park Field 3, 5:45 pm**
- **October 4 National Night Out at CSPD, front door entrance, 5:00 pm**
- **October 6 Planning & Zoning Commission Meeting in Council Chambers at 6:00 pm**
- **October 11-14 TML Annual Conference in Houston at 8:00 pm**
- **October 13 City Council Workshop/Regular Meeting in Chambers at 3:00 & 7:00 pm**

Council reviewed the Council calendar. The Health Department meeting has moved to September 28.

6. 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.

Councilmember Lyles requested an item about dedicating a percentage of franchise fees for road maintenance for the FY13 budget. There was Council consensus to place this on the agenda.

7 Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Arts Council of the Brazos Valley, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Wide Area Communications Task Force, BVSWMA, BVWACS, Cemetery Committee, Code Review Committee, 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, Mayor's Development Forum, 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, Zoning Board of Adjustments.

Councilmember Lyles stated that the Arts are back. She provided a brief report on the Celebration of the Arts event.

Councilmember Ruesink reported on the IGC. They want uniform food establishment ordinances in the surrounding area. The high speed rail quarterly meeting will be in College Station in December.

Councilmember Schultz reported on the RVP.

Councilmember Fields reported on the TAMU Student Senate and stated they are looking forward to working with the City.

8. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:54 p.m. on Thursday, September 22, 2011 in order to continue discussing matters pertaining to:

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

- 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
- Clancey v. College Station, Glenn Brown and Kathy Merrill, Civil Action No. 09-CV-01480

- Rachel Rahn v. Alma Martinez, The Arkitex Studio, Inc. et al, cause No. 09-000656-CV361
- Chavers et al v. Tyrone Morrow et al, No. 10-20792; Chavers v. Randall Hall et al, Case No. 10 CV-3922
- College Station v. Star Insurance Co., Civil Action No. 4:11-CV-02023
- Woodruff v. College Station, Cause No. 10-000515-CV-272
- Ongoing criminal investigation of municipal court missing funds
- PUCT Docket No. 39066

B. Consultation with Attorney to seek legal advice; to wit:

- Legal issues regarding possible revenue sharing and legislation in bio-corridor
- Texas Reliability Entity Compliance Issues
- Legal Issues Concerning Use of Community Development Funds related to the Holleman Street Property

C. Deliberation Regarding Personnel; to wit:

- Council Self Evaluation
- Internal Auditor

The Executive Session adjourned at 7:00 p.m. on Thursday, September 22, 2011.

No action was required from Executive Session.

8. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 7:00 p.m. on Thursday, September 22, 2011.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
SEPTEMBER 22, 2011

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

Blanche Brick
Jess Fields
Karl Mooney
Katy-Marie Lyles
Julie Schultz
Dave Ruesink

City Staff:

David Neely, City Manager
Kathy Merrill, Assistant City Manager
Frank Simpson, Assistant City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
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 7:13 p.m. on Thursday, September 22, 2011 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.

Citizen Comments

There were no Citizen Comments.

CONSENT AGENDA

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

- **September 8, 2011 Workshop and Regular Council Meeting**
- **September 15, 2011 Joint Meeting with Planning and Zoning**

2b. Presentation, possible action, and discussion regarding Ordinance 2011-3369, amending Chapter 10, "Traffic Code", Section 5, "Junked Motor Vehicle Regulations", Section A, "Definitions", of the Code of Ordinances of the City of College Station, Texas.

2c. Presentation, possible action, and discussion on Ordinance 2011-3370, amending Chapter 1, "General Provisions", of the Code of Ordinances of the City of College Station, Texas by repealing Section 15, "Disposition of Abandoned or Unclaimed Property; Disposition of Salvage or Surplus Property; and Disposition of Seized Weapons, Explosive Weapons, or other Prohibited Contraband"; providing a severability clause; and providing an effective date.

2d. Presentation, possible action, and discussion regarding Resolution 09-22-11-2d, approving payment of statewide transmission settlement charges in Docket 39066 of the Public Utilities Commission of Texas and authorizing Joe Pratt of the legal firm of Bickerstaff Heath Delgado Acosta LLP to be the legal signatory for the City of College Station in the final settlement document. The net total charges for College Station in this settlement will be \$500,945.00.

2e. Presentation, possible action, and discussion on Resolution 09-22-11-2e for a Professional Services Contract 11-349 with Kimley-Horn and Associates, Inc. for \$452,900.00 for design, bidding, and construction administration for improvements to the Rock Prairie Road Bridge, and approval of Resolution 09-22-11-2e-a, declaring intention to reimburse certain expenditures with proceeds from debt.

2f. Presentation, possible action, and discussion approving Resolution 09-22-11-2f, authorizing expenditures for the Brazos Animal Shelter in the amount of \$169,512.90 for Fiscal Year 2012.

2g. Presentation, possible action, and discussion regarding Resolution 09-22-11-2g, approving the Offer of Settlement included in a filing with the Federal Energy Regulatory Commission (FERC) pertaining to an emergency transmission interconnection with ETI (Entergy). This approval must be given prior to the formal filing of the document at FERC.

2h. Presentation, possible action, and discussion regarding the approval of additional legal expenses related to the emergency transmission interconnection with Entergy. Total expenses through FY11 are anticipated to be \$75,000 with Duncan, Weinberg, Genzer & Pembroke, P.C.

2i. Presentation, possible action, and discussion on a deductive change order in the amount of \$104,648.00 to set the guaranteed maximum price to \$5,895,352.00 for the construction of the Fire Station No. 6 Project.

2j. Presentation, possible action and discussion to authorize expenditure of funds for FY'12, items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022; and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$50,000.

2k. Presentation, possible action, and discussion regarding a change order to the professional services contract with HDR, Inc. (Contract # 10-152) in the amount of \$76,670 for the Lick Creek Wastewater Treatment Plant Miscellaneous Improvements Project.

2l. Presentation, possible action, and discussion regarding ratification of an increase in PO 110969 to a new total of \$54,823 for repairs to the Carters Creek centrifuge, and approval of a contingency transfer from the Wastewater Operating Fund in the amount of \$28,745.

Items 2e and 2i were pulled from the Consent Agenda for clarification. They were not voted upon separately.

John Polasek, 3302 Coastal Drive, provided written comments (attached) regarding item 2e.

Judy LeUnes, with the Brazos Animal Shelter, spoke regarding item 2f to provide an update to the Council regarding the euthanasia rate and feline adoption rate. They are looking at changing how they report their rates.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Agenda. The motion carried unanimously.

REGULAR AGENDA

1. Public Hearing, presentation, possible action and discussion concerning approval of a professional services contract for the Improvements to the Rock Prairie Road Bridge.

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

There being no comments, the Public Hearing was closed at 7:44 p.m.

2. Presentation, possible action, and discussion on Ordinance 2011-3371, adopting the City of College Station 2011-2012 Budget; and presentation, possible action and discussion ratifying the property tax revenue increase reflected in the budget.

Taylor Cotton, 2149 Rockcliffe Loop, an endodontist, stated he feels strongly about fluoridation, which is named as one of the top ten health recommendations. There is solid research supporting fluoridation, and is very important in the lifetime of a patient. It is very important for kids

because it is taken up systemically and over their lifetime it promotes strengthened teeth. He would like to have an opportunity to provide better data.

Jennifer Hathaway, 1719 Broadmoor, dentist for 18 years, stated she had the benefit of water fluoridation growing up in Bryan. She is the current president of the local dental society, and they endorse this as an invaluable public service. She also wants to meet with Bryan and College Station to educate the Councils. 0.4 ppm is considered suboptimal and can be supplemented with toothpaste, mouthwash, and the dentist. These supplements are not enough. She asked the Council to keep the community informed, and if fluoridation is taken out, then please let the public know so they can make the best decisions for their families.

Larry Kalke, 1109 Rock Prairie, pediatric dentist, specializes in early childhood care. One piece of the public health care puzzle is fluoridation. 0.4 ppm is not optimal. Keeping fluoridation can reduce health care costs by 50%. Dental problems are preventable.

Dr. Grant Wolfe, 2101 Texas Avenue, stated this is an educated progressive community. Fluoridation is a public health measure that benefits people of all ages. He encouraged the Council to keep fluoridation in the budget.

Bill Birdwell, 2705 Osler Blvd., practicing dentist for 36 years, said this is an issue near and dear to his heart. They have established a dental care plan for low income patients. There is no question that fluoride is important to low income kids. They are the ones drinking the tap water that is fluoridated. The Department of State Health Services recommends a minimum of 0.7 ppm. It takes \$40,000 to restore fluoridation to the budget and important to the children of the community. Staff's blog comments were sensational and inflammatory. The kids served in the area are what matter.

Karl Goldapp, 2908 Adrienne, stated that he is a water customer of College Station. He requested Council to approve the budget as presented, which includes removing fluoridation. There are high risk groups to be considered. There are no definitive studies that prove fluoridation alone does not prevent dental disease. High risk groups include formula fed infants who can exceed safe levels. The older population can accumulate high levels and are at risk for osteoporosis. Money does not need to be spent to study this any further; Fairbanks, Alaska has already done that.

Bob Slentz, 912 Trellis Gate, stated that research shows the chemical used to add fluoride is very hazardous chemical. Fluoridation is not mandated by the EPA or any other federal agency. The National Kidney Association conducted a study that shows amounts less than 0.2 ppm can be harmful. Individuals with chronic kidney disease need to be notified. Home water filters do not remove fluoride from the water. Those individuals that don't want to use fluoride have no choice. He noted that European countries do not use fluoride, and their rates of dental disease compare on an equal basis with our rates.

John Case, 2002 Indian Trail, pediatric dentist and orthodontist, stated he was here when Council voted in the 1980's to add fluoride. If this is about the budget, the safety and efficiency of fluoride has been proven. He appreciates the Council is watching every dollar, but what will it

cost the citizen for treatment, missed school and work, plus pain and disease. He agreed that it is important to get the right dose. Fluoride is a naturally occurring substance, and this has a long track record. As dentists, they'd be busier if there wasn't fluoride in water.

Sherry Ellison, 2705 Brookway Drive, stated that most citizens cannot provide or hire City services. Everyone depends on the parks and library for entertainment. She said we don't want the fees to be too high, and the City has not stopped growing. The citizens depend on the City for water, electric, and trash. Also, the Fire and Police provide an incredible service. She asked the Council to vote to ensure the budget continues to provide the City's many services. Also, she thinks fluoride is a great improvement over dentures.

Ketan Sultawala, 17290 Eagle Pass Drive, pediatric dentist, stated he sees a lot of kids with severe dental disease. This is an epidemic in our area. Dental decay has been around a long time. In 2003, the Surgeon General made a report that led to an oral health initiative. This framework was to promote prevention against tooth decay. It also talks about nutrition and applying fluoride varnish. The other component is fluoride in the water. Fluoridation provides a 20-45% reduction overall to decay.

MOTION: Upon a motion made by Councilmember Brick and a second by Mayor Berry, the City Council voted one (1) for and six (6) opposed, with Mayor Berry and Councilmembers Fields, Mooney, Lyles, Schultz, and Ruesink voting against, to restore the amount needed to continue the fluoridation program. The motion failed.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Fields, the City Council voted five (5) for and one (1) opposed, with Councilmember Schultz voting against and Councilmember Brick abstaining, to reduce the funding to the RVP to \$325,000. The motion carried.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to increase the budget for the Internal Audit Department for one additional employee. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Schultz, the City Council voted three (3) for and four (4) opposed, with Mayor Berry and Councilmembers Fields, Mooney, and Ruesink voting against, to add \$10,000 to the Christmas in the Park program to maintain a more decorated presence in Central Park. The motion failed.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Schultz, the City Council voted six (6) for and one (1) opposed, with Councilmember Fields voting against, to adopt Ordinance 2011-3371, accepting the proposed budget as amended. The motion carried.

MOTION: Upon a motion made by Mayor Berry and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to ratify the property tax revenue increase. The motion carried unanimously.

3. Presentation, possible action, and discussion on approval of Ordinance 2011-3372, adopting the City of College Station 2011-2012 ad valorem tax rate of \$0.437995 per \$100 assessed valuation, the debt service portion being \$0.201536 per \$100 assessed valuation and the operations and maintenance portion being \$0.236459 per \$100 assessed valuation.

MOTION: Upon a motion made by Mayor Berry and a second by Councilmember Lyles, the City Council voted six (6) for and none (0) opposed, with Councilmember Ruesink absent from the dais, to adopt Ordinance 2011-3372, adopting the City of College Station 2011-2012 ad valorem tax rate of \$0.437995 per \$100 assessed valuation, the debt service portion being \$0.201536 per \$100 assessed valuation and the operations and maintenance portion being \$0.236459 per \$100 assessed valuation. The motion carried.

4. Presentation, possible action, and discussion regarding Ordinance 2011-3373, amending Chapter 11, "Utilities" Section 2, "Water and Sewer Services," of the Code of Ordinances of the City of College Station, Texas having the effect of raising rates for wastewater service, with effective date of January 1, 2012.

MOTION: Upon a motion made by Mayor Berry and a second by Councilmember Lyles, the City Council voted six (1) for and one (1) opposed, with Councilmember Fields voting against, to adopt Ordinance 2011-3373, amending Chapter 11, "Utilities" Section 2, "Water and Sewer Services," of the Code of Ordinances of the City of College Station, Texas having the effect of raising rates for wastewater service, with effective date of January 1, 2012. The motion carried.

5. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 10:03 p.m. on Thursday, September 22, 2011.

ATTEST:

Nancy Berry, Mayor

Sherry Mashburn, City Secretary

**October 13, 2011
Consent Agenda Item No. 2b
Wellborn Widening Waterline
Construction Contract Award**

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion regarding a resolution approving a construction contract with Elliott Construction, LLC for the Wellborn Widening Waterline Project and authorizing the expenditure of funds, in an amount not to exceed \$546,028.50.

Relationship to Strategic Goals: Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure.

Recommendation(s): Staff recommends award to Elliott Construction, LLC in the amount of \$546,028.50.

Summary: The project will install approximately 2600 linear feet (LF) of 24-inch waterline between North Graham Road and Graham Road, and approximately 290 LF of 12-inch waterline under Wellborn Road (FM 2154) at Graham Road to connect to the existing line.

The project was necessitated by the widening of Wellborn Road and includes the relocation of a City of College Station water line along Wellborn Road from Harvey Mitchell Pkwy (FM 2818) to Graham Road. The relocation of the water line from FM 2818 to North Graham Road was completed prior to the commencement of the Wellborn Road Widening construction project. This second phase of the project, from North Graham Road to Graham Road, was delayed due to a lengthy negotiation for an easement on the west side of the Union Pacific Railroad.

The project bid September 14, 2011. Five (5) competitive bids were received, and Elliott Construction, LLC was the low bidder at \$546,028.50, which includes an add alternate in the amount of \$59,983.00 for the installation of 4" fiber conduit.

Budget & Financial Summary: The current budget for the water utility relocation associated with the Wellborn Road widening is \$4,540,115. The total expended or encumbered to date is \$3,684,072, leaving a balance of \$856,043 for the completion of the project.

The City is eligible for reimbursement by TxDOT for 95.6% of construction costs since the waterline was located in a dedicated easement adjacent to Wellborn Road. The other 4.4% of the project cost is considered "betterment" for upsizing the line from a 16-inch to 24-inch line and will be the responsibility of the City. The City has been reimbursed a portion of eligible expenditures to date and will be reimbursed the balance of the eligible expenditures upon completion of the project. The reimbursed funds will remain in the Water Capital Improvements Project Fund for use on other Water Capital Projects.

Attachments:

1. Resolution
2. Project Map
3. Bid Tabulation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE WELLBORN WIDENING WATERLINE PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Wellborn Widening Waterline Project; and

WHEREAS, the selection of Elliott Construction, LLC is being recommended as the lowest responsible bidder for the construction services related to the Wellborn Widening Waterline 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 Elliott Construction, LLC is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Elliott Construction, LLC for \$546,028.50 for the labor, materials and equipment required for the improvements related the Wellborn Widening Waterline Project.

PART 3: That the funding for this Contract shall be as budgeted from the Utility Revenue Fund, Water Division, in the amount of \$546,028.50.

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

ADOPTED this _____ day of _____, A.D. 2011.

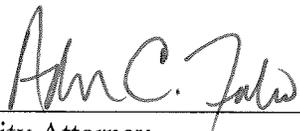
ATTEST:

APPROVED:

City Secretary

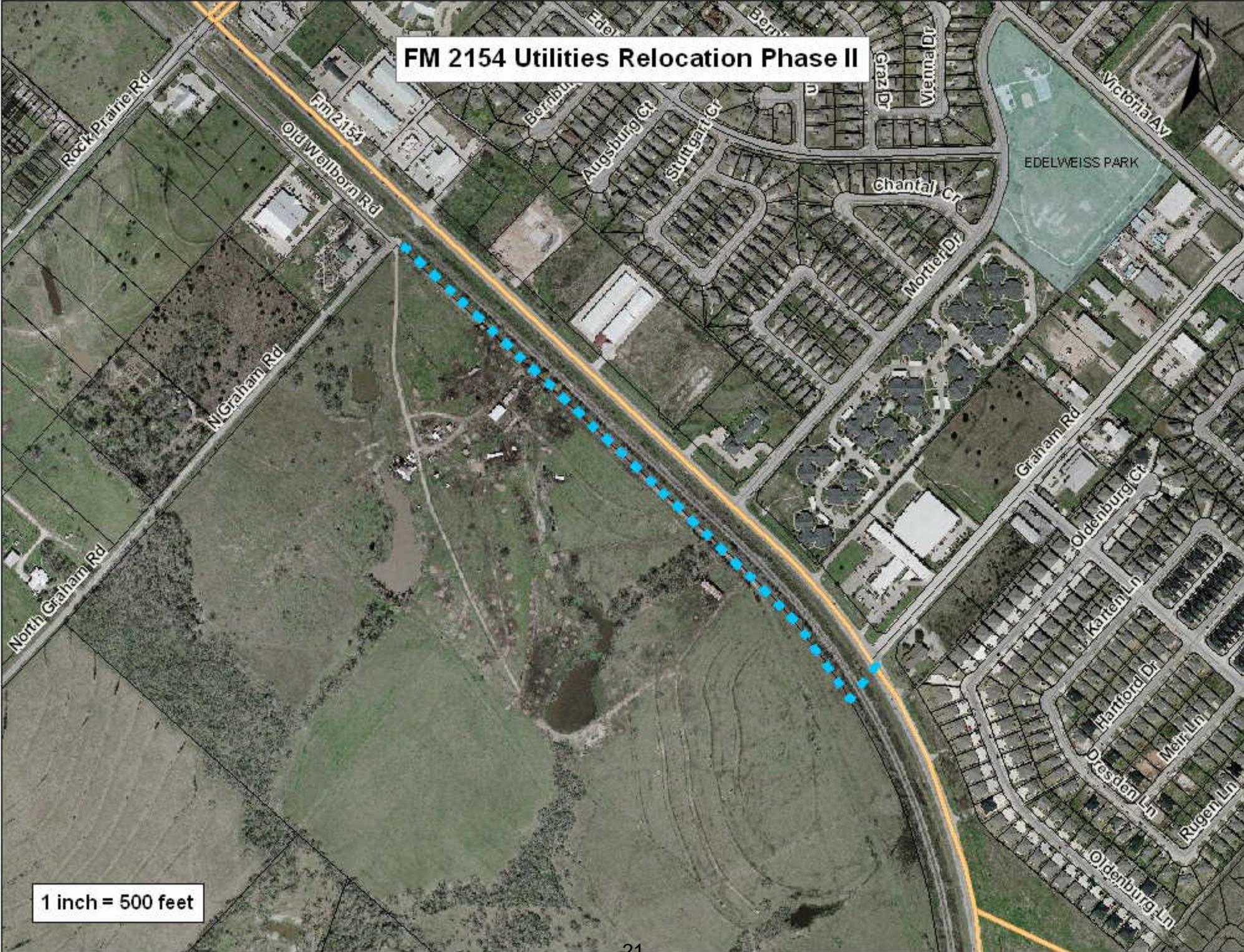
MAYOR

APPROVED:



City Attorney

FM 2154 Utilities Relocation Phase II



1 inch = 500 feet



City of College Station - Purchasing Division
 Bid Tabulation for #11-122
 "Wellborn Road Waterline Widening"
 Open Date: Wednesday, September 14, 2011 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	ELLIOTT CONSTRUCTION, LLC		KIESCHNICK GENERAL CONTRACTORS		DUDLEY CONSTRUCTION LTD		M&C FONSECA CONST.CO., INC.		BRAZOS PAVING INC.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
GENERAL CONSTRUCTION ITEMS													
1	1	LS	Traffic Control, complete and in place.	\$17,000.00	\$17,000.00	\$10,000.00	\$10,000.00	\$40,000.00	\$40,000.00	\$15,000.00	\$15,000.00	\$39,700.00	\$39,700.00
2	1	LS	Erosion and Sediment Control, complete and in place.	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$1,764.82	\$1,764.82	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
3	1	LF	Trench Safety, complete and in place.	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$4,588.53	\$4,588.53	\$7,000.00	\$7,000.00	\$8,000.00	\$8,000.00
4	2650	L.F.	Structural Backfill of Utility Trench, complete and in place.	\$1.00	\$2,650.00	\$2.00	\$5,300.00	\$1.18	\$3,127.00	\$1.50	\$3,975.00	\$1.00	\$2,650.00
5	2050	S.Y.	Hydromulch Seeding, complete and in place.	\$16.25	\$33,312.50	\$30.00	\$61,500.00	\$15.91	\$32,615.50	\$10.00	\$20,500.00	\$33.00	\$67,650.00
6	6000	S.F.	6" Limestone Base, complete and in place.	\$0.50	\$3,000.00	\$1.25	\$7,500.00	\$0.59	\$3,540.00	\$3.00	\$18,000.00	\$0.45	\$2,700.00
7	8200	L.F.	18" CMP Pipe AASHTO M218, complete and in place.	\$1.00	\$8,200.00	\$2.00	\$16,400.00	\$3.16	\$25,912.00	\$8.00	\$65,600.00	\$2.70	\$22,140.00
8	24	LS	Remove/ Relocate ex. 6" Firehydrant Lead M.J. Gate Valve (including removal & replacement of ex. concrete pavement, curb and sidewalk), complete and in place.	\$33.00	\$792.00	\$50.00	\$1,200.00	\$86.04	\$2,064.96	\$42.00	\$1,008.00	\$75.00	\$1,800.00
9	1	LS	Remove/ Relocate ex. 6" Firehydrant Lead M.J. Gate Valve (including removal & replacement of ex. concrete pavement, curb and sidewalk)	\$3,500.00	\$3,500.00	\$7,500.00	\$7,500.00	\$5,685.89	\$5,685.89	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00
WATER LINE CONSTRUCTION ITEMS													
10	290	L.F.	12" PVC Water Line (C-900 DR 14) CL 305, complete and in place	\$98.00	\$28,420.00	\$55.00	\$15,950.00	\$52.56	\$15,242.40	\$60.00	\$17,400.00	\$62.50	\$18,125.00
11	1	EA	12"x11.25 Degree MJ Bend, complete and in place	\$435.00	\$435.00	\$500.00	\$500.00	\$637.30	\$637.30	\$1,500.00	\$1,500.00	\$535.00	\$535.00
12	1	EA	12"x22.5 Degree MJ Bend, complete and in place	\$435.00	\$435.00	\$500.00	\$500.00	\$637.30	\$637.30	\$1,500.00	\$1,500.00	\$545.00	\$545.00
13	1	EA	12" MJ Gate Valve and Box, complete and in place	\$1,845.00	\$1,845.00	\$2,000.00	\$2,000.00	\$2,306.31	\$2,306.31	\$5,000.00	\$5,000.00	\$2,170.00	\$2,170.00
14	2,612	L.F.	24" DIP Water Line (ANSI/AWWA C150/A21.50 CL 350) complete and in place	\$94.00	\$245,528.00	\$100.00	\$261,200.00	\$102.58	\$267,938.96	\$90.00	\$235,080.00	\$111.00	\$289,932.00
15	2	EA	12"x11.25 Degree MJ Bend, complete and in place	\$1,495.00	\$2,990.00	\$1,450.00	\$2,900.00	\$1,914.14	\$3,828.28	\$2,500.00	\$5,000.00	\$1,727.00	\$3,454.00
16	1	EA	24"x6" MJ Tee, complete and in place	\$1,651.00	\$1,651.00	\$1,600.00	\$1,600.00	\$1,974.14	\$1,974.14	\$2,500.00	\$2,500.00	\$2,026.00	\$2,026.00
17	1	EA	24" MJ Gate Valve, complete and in place	\$16,335.00	\$16,335.00	\$13,600.00	\$13,600.00	\$15,192.32	\$15,192.32	\$18,000.00	\$18,000.00	\$15,230.00	\$15,230.00
18	1	EA	24" MJ Cap, complete and in place	\$860.00	\$860.00	\$800.00	\$800.00	\$1,620.29	\$1,620.29	\$1,500.00	\$1,500.00	\$1,425.00	\$1,425.00
19	1	EA	24"x12" MJ Tee, complete and in place	\$1,766.00	\$1,766.00	\$1,700.00	\$1,700.00	\$2,094.13	\$2,094.13	\$2,500.00	\$2,500.00	\$2,170.00	\$2,170.00
20	1	EA	2" Air Release Valve and appurtenances, complete and in place	\$2,600.00	\$2,600.00	\$2,000.00	\$2,000.00	\$2,328.41	\$2,328.41	\$10,000.00	\$10,000.00	\$2,330.00	\$2,330.00
21	1	EA	6" In Line Blow Off Assembly and all appurtenances, complete and in place	\$3,715.00	\$3,715.00	\$3,000.00	\$3,000.00	\$3,876.45	\$3,876.45	\$10,000.00	\$10,000.00	\$4,760.00	\$4,760.00
22	250	L.F.	24" Steel Casing by Dry Mechanical Bore, complete and in place	\$276.00	\$69,000.00	\$280.00	\$70,000.00	\$319.70	\$79,925.00	\$400.00	\$100,000.00	\$420.00	\$105,000.00
23	2	EA	12"x45 Degree MJ Bend, complete and in place	\$518.00	\$1,036.00	\$620.00	\$1,240.00	\$722.56	\$1,445.12	\$1,500.00	\$3,000.00	\$720.00	\$1,440.00
24	1	EA	Connect to Existing 12" Pipe, complete and in place	\$2,000.00	\$2,000.00	\$1,250.00	\$1,250.00	\$1,960.33	\$1,960.33	\$5,000.00	\$5,000.00	\$1,380.00	\$1,380.00
25	1	EA	Connect to Existing 24" Pipe, complete and in place	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$3,010.24	\$3,010.24	\$10,000.00	\$10,000.00	\$2,820.00	\$2,820.00
26	40	L.F.	36" Steel Casing by Dry Mechanical Bore, complete and in place	\$640.00	\$25,600.00	\$500.00	\$20,000.00	\$534.66	\$21,386.40	\$500.00	\$20,000.00	\$612.00	\$24,480.00
27	300	L.F.	4" PVC Scd 40 Per NEMA Std Including Fittings, Bends, Embedment, etc., complete and in place	\$13.00	\$3,900.00	\$25.00	\$7,500.00	\$19.80	\$5,940.00	\$10.00	\$3,000.00	\$32.00	\$9,600.00
28	6	EA	Access Box for Tracer Wire (std meter box), complete and in place	\$150.00	\$900.00	\$150.00	\$900.00	\$231.66	\$1,389.96	\$3,000.00	\$18,000.00	\$150.00	\$900.00
29	1,500	S.F.	6" Open Graded Crushed Stone Foundation for use with perched water conditions, complete and in place	\$1.05	\$1,575.00	\$1.50	\$2,250.00	\$1.30	\$1,950.00	\$10.00	\$15,000.00	\$2.67	\$4,005.00
BID ALT "A" - FIBER OPTIC CONDUIT CONSTRUCTION ITEMS													
30	2,611	L.F.	4" PVC Scd 40 Per NEMA Std Including Fittings, Bends, Embedment, etc., complete and in place	\$18.00	\$46,998.00	\$20.00	\$52,220.00	\$14.76	\$38,538.36	\$40.00	\$104,440.00	\$20.90	\$54,569.90
31	7	EA	Vault for Fiber Optic Conduit, complete and in place	\$1,855.00	\$12,985.00	\$3,000.00	\$21,000.00	\$1,684.98	\$11,794.86	\$3,000.00	\$21,000.00	\$2,750.00	\$19,250.00
TOTAL GENERAL ITEMS				\$72,954.50		\$116,900.00		\$119,298.70		\$146,083.00		\$158,140.00	
TOTAL WATER ITEMS				\$413,091.00		\$411,390.00		\$434,683.34		\$483,980.00		\$492,327.00	
TOTAL BASE BID				\$486,045.50		\$528,290.00		\$553,982.04		\$630,063.00		\$650,467.00	
TOTAL BID ALTERNATE "A" ITEMS				\$59,983.00		\$73,220.00		\$50,333.22		\$125,440.00		\$73,819.90	
TOTAL INCLUDING BID ALTERNATE "A" ITEMS				\$546,028.50		\$601,510.00		\$604,315.26		\$755,503.00		\$724,286.90	
TOTAL NUMBER OF DAYS TO CONSTRUCT - 240 CALENDAR DAYS													
Certification of Bid				✓		✓		✓		✓		✓	
Acknowledged Addendums (2)				✓		✓		✓		✓		✓	
Bid Bond				✓		✓		✓		✓		✓	

October 13, 2011
Consent Agenda Item No. 2c
Affiliate Funding Agreement with Arts Council of Brazos Valley

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action and discussion on approving the budget of the Arts Council of Brazos Valley; and presentation, possible action and discussion on approving the funding agreement between the City of College Station and the Arts Council of Brazos Valley for FY12 in the amount of \$200,000 for Affiliate funding.

Recommendation(s): Staff recommends approval of the Arts Council budget and the Affiliate funding agreement.

Summary: As part of the 2011-2012 budget process the City Council approved total funding for the Arts Council of Brazos Valley from the Hotel Tax Fund in the amount of \$200,000 to be used to fund Arts Council Affiliate grants.

As part of the 2011-2012 budget process the City Council also approved \$100,550 from the General Fund for operations and maintenance of the Arts Council.

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 2011-2012 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 the Brazos Valley Budget
2. Arts Council of the Brazos Valley Affiliate Funding Agreement (available in the City Secretary's Office)
3. Arts Council Affiliate Funding Memorandum

Arts Council of Brazos Valley Proposed Budget
 FY 2011/2012

	Sep 12	Oct '11 - Sep 12	TOTAL
Ordinary Income/Expense			
Income			
430 · Contributed Income			
431 · Membership Dues			
431 · Membership Dues - Other	1,083.37		16,000.00
Total 431 · Membership Dues	1,083.37		16,000.00
432 · Fundraising Events			
432 · Fundraising Events - Other	30,000.00		68,000.00
Total 432 · Fundraising Events	30,000.00		68,000.00
433 · Government Grants			
433 · Government Grants	8,379.16		154,549.92
433 · Government Grants - Subgrant Pass	50,000.00		200,000.00
Total 433 · Government Grants	58,379.16		354,549.92
434 · Foundation & Trust Grants			
434 · Foundation & Trust Grants - Other	1,000.00		1,000.00
Total 434 · Foundation & Trust Grants	1,000.00		1,000.00
435 · Corporate Contributions			
435 · Corporate Contributions - Other			
Benchmarking the Arts	0.00		30,000.00
Texas Gallery Underwriting/Sponsorships	1,000.00		12,000.00
Total 435 · Corporate Contributions	1,000.00		42,000.00
Total 430 · Contributed Income	91,462.53		481,549.92
440 · Program Service Revenue			
440 · Program Service Revenue - Other	100.00		1,200.00
Total 440 · Program Service Revenue	100.00		1,200.00
450 · Other Revenue			
451 · Investments			
451 · Investments - Other	18.34		220.00
Total 451 · Investments	18.34		220.00

Arts Council of Brazos Valley Proposed Budget
FY 2011/2012

	Sep 12	Oct '11 - Sep 12	TOTAL
452 · Rentals	50.00	600.00	
453 · Fundraising events (non-contrib)	0.00	0.00	
454 · Inventory Sales/Gallery Sales	733.37	8,800.00	
Total 450 · Other Revenue	783.37	9,620.00	
Total 450 · Other Revenue	801.70	9,620.00	
460 · Miscellaneous Revenue			
Total 460 · Miscellaneous Revenue	0.00	0.00	
Total Income	92,364.23	492,369.92	
Gross Profit	92,364.23	492,369.92	
Expense			
600 · Awards and Grants			
601 · Awards & Grants-Organizations	50,000.00	200,000.00	
601 · Awards & Grants-Organizations - Other			
Total 601 · Awards & Grants-Organizations	50,000.00	200,000.00	
602 · Awards & Grants-Individuals	0.00	1,000.00	
Total 600 · Awards and Grants	50,000.00	201,000.00	
610 · Salaries and Related Expenses			
611 · Salaries & Wages	13,192.08	158,304.96	
612 · IRA Employer Contributions	210.75	2,529.00	
613 · Employee Benefits-hot pension	1,216.00	14,592.00	
614 · Payroll taxes & fees	1,087.03	13,044.36	
Total 610 · Salaries and Related Expenses	15,705.86	188,470.32	
620 · Fees for Services			
621 · Accounting Fees	200.00	8,900.00	
622 · Legal Fees	125.00	1,500.00	
623 · Artist Fees			
623 · Artist Fees - Other (Benchmarking/ARTforLife)	0.00	12,200.00	
Total 623 · Artist Fees	325.00	12,200.00	

Arts Council of Brazos Valley Proposed Budget
FY 2011/2012

	Sep 12	TOTAL Oct '11 - Sep 12
Total 620 · Fees for Services	325.00	22,600.00
630 · Advertising, Printing, Promo. - Other		
Texas Gallery	0.00	2,800.00
General Advertising	700.00	8,400.00
Special Event Advertising	0.00	10,000.00
Enewsletter	30.00	360.00
Total 630 · Advertising, Printing, Promo.	730.00	21,560.00
640 · Office Expenses		
641 · Postage, Mailing Service	164.55	1,975.00
642 · Supplies	2,647.93	31,775.00
643 · Telephone, Telecommunications	10.00	120.00
640 · Office Expenses - Other	0.00	0.00
Total 640 · Office Expenses	2,822.48	33,870.00
650 · Information Technology	84.00	1,008.00
660 · Occupancy		
661 · Facilities & Equipment Rental		
661 · Facilities & Equipment Rental - Other	495.00	5,940.00
Total 661 · Facilities & Equipment Rental	495.00	5,940.00
662 · Security	0.00	0.00
663 · Maintenance & Janitorial		
663 · Maintenance & Janitorial - Other	0.00	0.00
Total 663 · Maintenance & Janitorial	0.00	0.00
665 · Utilities	0.00	0.00
667 · Mortgage Interest	0.00	0.00
667 · Mortgage Interest - Other	0.00	0.00
Total 667 · Mortgage Interest	0.00	0.00
Total 660 · Occupancy	495.00	5,940.00
670 · Travel		
671 · Travel & In-Region Mileage		
671 · Travel & In-Region Mileage - Other	220.00	2,640.00
Total 671 · Travel & In-Region Mileage	220.00	2,640.00

Arts Council of Brazos Valley Proposed Budget
FY 2011/2012

	Sep 12	TOTAL Oct '11 - Sep 12
672 · Conference, Convention, Meeting		
672 · Conference, Convention, Meeting - Other	100.00	1,200.00
Total 672 · Conference, Convention, Meeting	<u>100.00</u>	<u>1,200.00</u>
Total 670 · Travel	<u>320.00</u>	<u>3,840.00</u>
680 · Insurance		
690 · Other expenses	320.00	3,840.00
691 · Bank Charges		
691 · Bank Charges - Other	12.50	150.00
Total 691 · Bank Charges	<u>12.50</u>	<u>150.00</u>
692 · Credit Card Charges	101.00	1,212.00
694 · Memberships and Dues	50.00	600.00
695 · Training & Development		
695 · Training & Development - Other	110.00	1,320.00
696 · Gallery Opening Events	0.00	3,300.00
697 · Artist Commission		
697 · Artist Commission - Gallery/giftshop sales	514.00	6,168.00
698 · Host Commission	0.00	0.00
699 · Other Costs	50.00	600.00
Total 690 · Other expenses	<u>837.50</u>	<u>13,350.00</u>
Total Expense	<u>71,639.84</u>	<u>491,638.32</u>
Net Income	<u>19,822.69</u>	<u>731.60</u>



To: David Neeley, City Manager
From: Jeff Kersten, Executive Director, Business Services
Date: October 3, 2011
Subject: FY12 Arts Council Affiliate Funding

As part of the FY12 Budget Process, Council approved funding in the amount of \$200,000 from the Hotel Tax Fund for Arts Council of Brazos Valley (ACBV) Affiliates. These funds are distributed by the Arts Council through its Annual Program and Marketing Grant process that occurs in the month of August. The ACBV grant program is designed to provide its Affiliate organizations with financial support for projects that make a significant contribution toward the promotion of arts and culture in the Brazos Valley and directly enhance and promote tourism and the convention & hotel industry. For FY12 a total of 15 Affiliates submitted grant applications, requesting \$304,903 in funding. These grant applications were reviewed by a Grant Review Panel that consisted of ACBV Staff, City of College Station citizens at large, Hotel & Convention industry professionals, and City of College Station staff.

Each grant was scored by the Grant Review panel based upon the Hotel Impact, Artistic Merit, Program Merit, Capability, Fiscal Need & Health, and Support of the Mission of the Arts Council that was demonstrated by the application. Upon reviewing and scoring the grant applications, the Grant Review Panel made funding recommendations for each application and submitted those recommendations to the Arts Council Board of Directors for approval and recommendation to the City of College Station. On September 6, 2011 the ACBV Board approved the recommendations that total the budgeted \$200,000 in approved funding.

The following is a brief overview of each Affiliate and the grant amount recommended for funding through this process for FY12.

Brazos Dance Collective – FY12 Grant Amount \$4,500; FY11 Grant Amount \$3,500

The Brazos Dance Collective presents and promotes contemporary dance through performances, demonstrations, classes, and workshops. Funding will be used for the Brazos Contemporary Dance Festival and a Master Class and Composition Workshop. Each of these are multi-day events and it is estimated that 30-50% of attendees will be from outside of the Brazos Valley.

Brazos Valley Chorale – FY12 Grant Amount \$8,000; FY11 Grant Amount \$6,000

The Brazos Valley Chorale hosts a series of unique choral experiences, including a Pops dinner concert at the Hilton Hotel that is attended by approximately 300 people. Additionally, funding will also be used by the Chorale for marketing in the Brazos Valley Travel Guide that will promote local cultural and tourism opportunities for visitors to College Station.

Brazos Valley Friends of Chamber Music – FY12 Grant Amount \$3,500; FY11 Grant Amount \$3,500

The Friends of Chamber Music provides free concerts and presentations of traditional and contemporary chamber music. Live performances are attended by approximately 2,400 people and many performances are rebroadcast by KAMU. Organization is working with local hotels to set up room blocks for performers and musicians attending concerts from out of town.

Brazos Valley Museum of Natural History – FY12 Grant Amount \$29,000; FY11 Grant Amount \$28,000

The Brazos Valley Museum of Natural History promotes natural and cultural history through the presentation of exhibits, educational programs, and preserving cultural artifact and natural specimen collections. Approximately 38% of the Museum's 25,000 annual visitors are from outside the Bryan/College Station area. In addition to supporting exhibits, funds will be used for advertising in the Brazos Valley Travel Guide and advertisements for the 4th Annual Buffalo Stampede Half-marathon & 5K Race.

Brazos Valley Symphony Society – FY12 Grant Amount \$25,000; FY12 Grant Amount \$24,500

The Brazos Valley Symphony Society maintains a symphony of high artistic standards and promotes the musical arts for cultural and educational purposes. The Symphony Society will host nine (9) events in FY12, impacting approximately 24,400 people. Included is one event that will be hosted at the Hilton hotel as well as a performance at the Noon Lions Club's 4th of July performance at the George Bush Presidential Library.

Brazos Valley T.R.O.U.P.E. – FY12 Grant Amount \$21,000; FY11 Grant Amount \$21,000

The Brazos Valley T.R.O.U.P.E. (Texas Repertory Of Unique Performing Arts & Entertainment) provides a variety of artistic entertainment including improvisation shows, musicals, revues, and concerts involving youth. Included in its programs for FY12 is a special improv conference that will include youth and their families from all over the state as well as an event that will be held at a local hotel.

Brazos Valley Worldfest – FY12 Grant Amount \$15,000; FY11 Grant Amount \$15,000

The Brazos Valley Worldfest celebrates international awareness by offering cultural displays, demonstrations, international cuisine, performances, children's crafts, educational competitions and many other activities. Funds will be used for acquiring performers for the event as well as marketing the event outside of the College Station area through avenues such as Texas Monthly magazine and Suddenlink media stations throughout other parts of the state.

George Bush Library – FY12 Grant Amount \$10,000; No grant awarded in FY11

The George Bush Library is placing outdoor digital billboards in the Houston area that will promote the library and museum while driving visitors to the Convention and Visitor's Bureau (CVB) website to book hotel rooms or conventions. The ads will be placed strategically to coincide with events in and around Houston. An estimated 7,000,000 impressions will be generated by these billboards.

KAMU-FM – FY12 Grant Amount \$30,000; FY11 Grant Amount \$30,000

KAMU-FM provides informative, enlightening, and cultural programming to Central Texas, North Texas, and beyond by providing news, public affairs programs and a variety of locally and nationally produced musical programs. KAMU-FM promotes local arts events and programs through its Brazos Arts segment as well as the Brazos Valley Concert Series which features concerts by various musical groups in the area. KAMU-FM reaches approximately 350,000 people through its local tower, which has a 75-mile radius, and through its partnership with KTRL-FM in Stephenville that reaches western portions of the Fort Worth area.

KEOS-FM – FY12 Grant Amount \$3,000; No grant awarded in FY11

KEOS is committed to the creation of diverse radio broadcasting for populations that are under-served by other area media and the promotion of local arts activities. Funding will be used for promotion and hosting of concert events that raise awareness of KEOS as well as implementation of online broadcast streaming so that the station can reach a broader geographical audience. It is estimated that approximately 25% of those attending the concerts will be from outside a 50-mile radius of College Station.

StageCenter – FY12 Grant Amount \$12,500; FY11 Grant Amount \$8,000

StageCenter enriches the cultural base of the Brazos Valley by providing professional-quality live theatre. Approximately 4,000 patrons are expected for performances in FY12, with approximately 21% visiting from outside of the College Station area. Funds will be used to produce and promote shows to potential patrons outside of the Brazos Valley.

The Children’s Museum of the Brazos Valley – FY12 Grant Amount \$10,000; No grant awarded in FY11

The Children’s Museum of the Brazos Valley provides a child-centered, hands-on, interactive environment for learning and discovery. FY12 grant funds will be used for “Tri-Aggieland”, an adult and children’s triathlon that will focus on promoting the Bryan/College Station area as well as healthy lifestyle practices. It is anticipated that between 40% and 60% of event participants will come from outside a 50-mile radius of College Station.

Theatre Company of B/CS – FY12 Grant Amount \$25,000; FY11 Grant Amount \$11,000

The Theatre Company presents high-quality musical productions that are suitable for family audiences. Approximately 13,000 people are anticipated to attend Theatre Company performances, including individuals from 100 different cities in 10 different states. The organization is working with various hotels and the CVB to offer “stay & play” packages through their website and various other CVBs throughout Texas.

University Summer Performance Series – FY12 Grant Amount \$3,500; FY11 Grant Amount \$2,500

The University Summer Performance Series provides the Brazos Valley with excellence in the musical arts through the otherwise slow summer months. Approximately 1,800 people will attend the group’s high-quality performances. Concert information will be advertised through Houston news outlets and will be included in the playbill for the Texas Music Festival.

Affiliates will be required to submit quarterly reports to the City through the ACBV. Information that will be included on the reports includes financial information about the Affiliate as well as information regarding the number of attendees at the Affiliate’s performances, the number of hotel stays generated by the Affiliate’s attendees, and marketing efforts utilized by the Affiliate to bring guests from outside the Brazos Valley to their programs.

October 13, 2011
Consent Agenda Item No. 2d
Arts Council of Brazos Valley O&M Funding Agreement

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action and discussion on approving the operations and maintenance funding agreement between the City of College Station and the Arts Council of the Brazos Valley for FY12 totaling \$100,550.

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

Summary: As part of the 2011-2012 budget process the City Council approved operations and maintenance funding for the Arts Council of Brazos Valley in the amount of \$100,500 to come from the General Fund.

As part of the 2011-2012 budget process the City Council also approved \$200,000 in funding from the Hotel Tax Fund for Arts Council Affiliate grants.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2011-2012 General Fund budget in the amount of \$100,550.

Attachments:

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

October 13, 2011
Consent Agenda Item No. 2e
Audit Services Renewal

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action and discussion on a letter agreement for year 3 of the Professional Auditing Services engagement with Ingram, Wallis & Co., P.C. for the fiscal year ending September 30, 2011 with expenditures totaling \$86,000 from the City of College Station.

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

Recommendation(s): Staff recommends contract renewal with Ingram, Wallis & Co. for the fiscal year ending September 30, 2011.

Summary:

In May 2009, staff solicited proposals for professional auditing services for the fiscal year ending September 30, 2009 with the option of renewing the engagement for up to four (4) subsequent years. The audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards* (2007), the provisions of the federal Single Audit Act of 1984 (as amended in 1996), and the provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The Audit Committee recommended and on July 23, 2009, City Council selected Ingram, Wallis & Co., P.C. to be the City's external auditor and approved a letter agreement with them for the fiscal year ending September 30, 2009 and with the potential for extending the agreement annually for up to four additional years.

This is the second renewal.

Budget & Financial Summary: Funds are available and budgeted in the General Fund, and in the Community Development Budget.

Attachments:

1. Renewal Agreement

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract No. 09-268 for Professional Audit Services in an amount not to exceed Eighty-Six Thousand and No/100 Dollars (\$86,000.00) and all other terms and conditions previously agreed to and accepted.

I understand this renewal agreement will be for the performance of professional audit services for fiscal year ending September 30, 2011. This is the second renewal term.

INGRAM, WALLIS & CO., P.C.

James D. Ingram III
Authorized Representative

10/6/2011
DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE

Adm C. Fahn
City Attorney

DATE

Executive Director Business Services

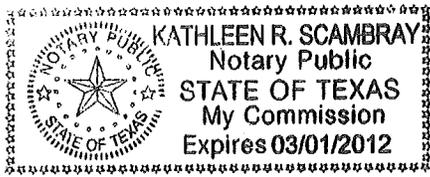
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the 6TH day of OCTOBER, 2011,
by James D. Ingram IV in his/her capacity as VICE PRESIDENT of
Ingram Walls & Co. P.C., a Texas Corporation, on behalf of said corporation.



Kathleen R. Scambray
Notary Public in and for the
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2011,
by Nancy Berry, in her capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas

October 13, 2011
Consent Agenda Item No. 2f
Brazos Valley Convention and Visitors Bureau Budget and Funding Agreement

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: 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 FY12 in the amount of \$1,000,000.

Recommendation(s): Staff recommends approval of the CVB budget and the funding agreement for FY12.

Summary: As part of the 2011-2012 budget process the City Council approved funding for the Brazos Valley Convention and Visitors Bureau in the amount of \$1,000,000. This is for marketing and operational activities directly associated with the promotion of tourism and the hotel industry in College Station by the CVB.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2011-2012 Hotel Tax Fund budget. A total of \$1,000,000 is to be used for marketing and operational activities directly associated with the promotion of tourism and the hotel industry in College Station.

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

Attachments:

1. CVB Budget
2. CVB Funding Agreement (available in City Secretary's Office)

Bryan-College Station Convention & Visitors Bureau Profit & Loss Budget Overview October 2011 through September 2012

	Oct '11 - Sep 12
Ordinary Income/Expense	
Income	
Booking Commissions	9,600.00
Brazos County	25,000.00
Bryan	125,000.00
Bryan Downtown	8,400.00
BVSF Events	
Entry Fees	9,000.00
Programs	300.00
Souvenirs	1,500.00
Sponsorships	7,500.00
Tickets	15,000.00
Total BVSF Events	33,300.00
College Station	1,000,000.00
Industry Participation	22,750.00
Interest earned	6,000.00
Total Income	1,230,050.00
Expense	
Administrative/Operations	
Audit/Legal/Professional Serv.	11,930.00
Bank Charges	360.00
Board Expenses	5,976.25
Building Repairs & Maintenance	14,320.00
Electrical/Water Svc Expense	14,400.00
Liability Insurance	9,600.00
Office Supplies	9,900.00
Outside Storage	2,100.00
Property Tax	2,640.00
Sympathy/Recognition	3,600.00
Technical Support	12,750.00
Telephone	15,600.00
Vehicle Gas & Maintenance	3,206.00
Total Administrative/Operations	106,382.25
Capital	
Equipment	
Computer Software	1,000.00
Lease	15,595.00
Equipment - Other	2,000.00
Total Equipment	18,595.00
Office Rent	8,400.00
Total Capital	26,995.00
Marketing/Sales/Promotion	
Admission Tickets/Merchandise	11,400.00
Advertising	162,221.75
Bid Fees	2,500.00
Client Relations	3,655.00
Community Luncheons/Events	10,578.00
Event Personnel	22,550.00
Facility Rental	39,500.00
Gift Baskets	2,400.00
Luncheons/Banquet	3,295.00
Memberships/Subscriptions	16,478.00
Postage	11,600.00
Printing	9,335.00
Professional Development	9,090.00
Promotional	40,280.00
Sales/Marketing Leads	12,720.00
Site Visits/FAM Tours	1,900.00
Sponsorships	46,630.00
Trade Show/Booth	26,580.00

Bryan-College Station Convention & Visitors Bureau
Profit & Loss Budget Overview
October 2011 through September 2012

	<u>Oct '11 - Sep 12</u>
Travel	
Air	12,480.00
Ground	10,170.00
Hotel	35,430.00
Meals	9,730.00
Misc.	1,450.00
	<hr/>
Total Travel	69,260.00
Website	
Advertising	40,000.00
Development	3,200.00
	<hr/>
Total Website	43,200.00
	<hr/>
Total Marketing/Sales/Promotion	545,172.75
Payroll Expenses	583,500.00
	<hr/>
Total Expense	1,262,050.00
	<hr/>
Net Ordinary Income	-32,000.00
	<hr/>
Net Income	-32,000.00
	<hr/> <hr/>

October 13, 2011
Consent Agenda Item No. 2g
Funding Agreement With Research Valley Partnership

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action and discussion on a funding agreement between the City of College Station and the Research Valley Partnership for FY12 in the amount of \$325,000.

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

Summary: As part of the 2011-2012 budget process the City Council approved funding for the Research Valley Partnership in the amount of \$325,000. This funding is for the provision of economic development services for the area.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2011-2012 General Fund in the total amount of \$325,000. These funds are for the operations and maintenance of the Research Valley Partnership in FY 12.

Attachments:

1. Research Valley Partnership Funding Agreement (available in City Secretary's Office)

October 13, 2011
Consent Agenda Item No. 2h
Annual Agreement for City Branded Uniforms for Parks Programs
And Other City Departments

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director of Business Services

Agenda Caption: Presentation, possible action, and discussion authorizing the award of Bid No. 11-116 for the purchase of City branded uniforms for Parks athletic programs and for other City departments with CC Creations (\$35,000) and Monograms and More (\$35,000) for a combined annual estimated expenditure of \$70,000. Figures are based on FY11 averages.

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

Recommendation(s): Staff recommends approval to purchase of City branded uniforms for Parks athletic programs and other City departments to the two lowest responsible bidders, CC Creations and Monograms and More.

Summary: These purchases will be made as needed during the term of the agreement. CC Creations and Monograms and More have the best pricing in combination with all the items bid on. Two of the four bidders submitted incomplete bids. Additionally, approximately 80% (\$56,000) of the total expenditure is utilized by the Athletic Division in the Parks and Recreation Department for league play: adult softball, volleyball, flag football, youth softball, volleyball, flag football, basketball, challenger sports and swim teams. The cost of these shirts are calculated into the registration fees charged to program participants and are recovered by the Parks and Recreation Department through these registration fees.

The other 20% (\$14,000) shirts purchased are used as employee uniforms for Fire, Public Works, Electric, etc. Based on historical usage, the estimated annual expenditures for this merchandise with CC Creations and Monograms and More is \$70,000. This reflects a \$15,000 decrease from FY10.

Budget & Financial Summary: Four (4) sealed, competitive bids were received and opened on Wednesday, August 30, 2011. Funds are budgeted and available in various departmental operating budgets.

Attachments: Bid Tabulation



City of College Station - Purchasing Division
Bid Tabulation for No. 11-116
"City Branded Uniforms for Parks Programs
and other City Departments"
Opened: Wednesday, August 30, 2011

ITEM	QTY	DESCRIPTION	Monograms & More College Station, TX	World of Promotions Elk Grove Village, IL	CC Creations College Station, TX	IB Industries West Allis, WI
1	100	Adult T-Shirt, Short Sleeve, Taped shoulder to shoulder, double needle sleeve and bottom hem w/seamless collar. 50% Cotton/50% Polyester (S-XLG)				
		Manufacturer	Gildan		Gildan	Gildan
		Product/Style No.	8000		8000	8000
		Weight	5.6 oz		5.6 oz	5.6 oz
		Standard Qty Order (12 - X each)	23		23	143
		Large Qty Order (Over X each)	24		24	144
	White:	Standard Qty Price	\$3.10		\$3.05	\$2.45
		Large Qty Price	\$2.10		\$2.10	\$2.40
		Special Orders (1-11 each)	\$5.10		\$5.00	\$2.55
		Size 2X-3X	1.50 +		1.50 +	\$4.05
		Size 4X-5X	2.00 +		2.00 +	\$4.05
	Light Colors:	Standard Qty Price	\$3.50		\$3.50	\$3.15
		Large Qty Price	\$2.25		\$2.50	\$3.09
		Special Orders (1-11 each)	\$5.25		\$5.50	\$3.28
		Size 2X-3X	1.75 +		1.75 +	\$4.86
		Size 4X-5X	2.25 +		2.25 +	\$4.86
	Dark Colors:	Standard Qty Price	\$3.75		\$3.75	\$3.37
		Large Qty Price	\$2.75		\$2.75	\$3.31
		Special Orders (1-11 each)	\$5.65		\$5.75	\$3.51
		Size 2X-3X	2.50 +		2.00 +	\$5.60
		Size 4X-5X	2.50 +		2.50 +	\$5.60
2	235	Adult T-Shirt, Short Sleeve, Taped shoulder to shoulder, double needle sleeve and bottom hem w/seamless collar. No Pocket. 100% Preshrunk Cotton (S-XLG)				
		Manufacturer	Gildan	Gildan	Gildan	Gildan
		Product/Style No.	2000	2000	2000	2000
		Weight	6.10 oz	6.10 oz	6.10 oz	6.10 oz
		Standard Qty Order (12 - X each)	23	50	23	143
		Large Qty Order (Over X each)	24	500	24	144
	White:	Standard Qty Price	\$3.25	\$4.48	\$3.10	\$3.30
		Large Qty Price	\$2.25	\$3.50	\$2.00	\$2.66
		Special Orders (1-11 each)	\$5.25	\$5.90	\$5.20	\$2.82
		Size 2X-3X	1.50 +	\$6.50	1.50 +	\$4.13
		Size 4X-5X	2.00 +	\$2.50	2.00 +	\$4.13



City of College Station - Purchasing Division
Bid Tabulation for No. 11-116
"City Branded Uniforms for Parks Programs
and other City Departments"
Opened: Wednesday, August 30, 2011

	Light Colors:	Standard Qty Price	\$3.75	\$4.99	\$3.75	\$3.29
		Large Qty Price	\$2.75	\$3.99	\$2.65	\$3.22
		Special Orders (1-11 each)	\$5.50	\$6.90	\$5.75	\$3.42
		Size 2X-3X	1.75 +	\$7.50	1.25 +	\$4.79
		Size 4X-5X	2.25 +	\$8.50	2.25 +	\$4.79
	Dark Colors:	Standard Qty Price	\$4.00	\$5.09	\$4.00	\$3.54
		Large Qty Price	\$3.00	\$4.50	\$3.00	\$3.47
		Special Orders (1-11 each)	\$5.75	\$7.50	\$6.00	\$3.68
		Size 2X-3X	2.00 +	\$8.50	2.00 +	\$5.30
		Size 4X-5X	2.50 +	\$9.50	2.50 +	\$5.30
3	2500	Adult T-Shirt, Short Sleeve, Taped shoulder to shoulder, double needle sleeve and bottom hem w/seamless collar. With Pocket. 100% Preshrunk Cotton (S-XLG)				
		Manufacturer	Gildan	Gildan	Gildan	Gildan
		Product/Style No.	2300	2300	2300	2300
		Weight	6.1 oz	6.1 oz	6.1 oz	6.1 oz
		Standard Qty Order (12 - X each)	71	50	71	143
		Large Qty Order (Over X each)	72	500	72	144
	White:	Standard Qty Price	\$5.40	\$5.48	\$5.40	\$4.66
		Large Qty Price	\$4.45	\$4.48	\$4.40	\$4.56
		Special Orders (1-11 each)	\$7.30	\$6.48	\$7.40	\$4.86
		Size 2X-3X	1.50 +	\$7.50	1.5 +	\$6.30
		Size 4X-5X	2.00 +	\$9.90	2.00 +	\$6.30
	Light Colors:	Standard Qty Price	\$5.90	\$6.40	\$5.90	\$5.26
		Large Qty Price	\$4.90	\$5.40	\$4.80	\$5.16
		Special Orders (1-11 each)	\$7.90	\$7.40	\$7.85	\$5.49
		Size 2X-3X	1.75 +	\$8.50	1.75 +	\$7.19
		Size 4X-5X	2.25 +	\$9.90	2.25 +	\$7.19
	Dark Colors:	Standard Qty Price	\$6.40	\$7.50	\$6.40	\$5.97
		Large Qty Price	\$5.40	\$6.50	\$5.30	\$5.87
		Special Orders (1-11 each)	\$8.40	\$8.50	\$8.35	\$6.23
		Size 2X-3X	2.00 +	\$9.50	2.00 +	\$8.08
		Size 4X-5X	2.50 +	\$10.90	2.50 +	\$8.08
4	360	Adult T-Shirt, Short Sleeve, Taped shoulder to shoulder, double needle sleeve and bottom hem w/seamless collar. With Pocket. 100% Preshrunk Cotton (S-XLG)				
		Manufacturer	Hanes	Hanes	Hanes	Hanes
		Product/Style No.	5180	5180	5180	5180
		Weight	6.1 oz	6.1 oz	6.10 oz	6.1 oz
		Standard Qty Order (12 - X each)	71	50	71	143
		Large Qty Order (Over X each)	72	500	72	144



City of College Station - Purchasing Division
Bid Tabulation for No. 11-116
"City Branded Uniforms for Parks Programs
and other City Departments"
Opened: Wednesday, August 30, 2011

	White:	Standard Qty Price	\$3.20	\$5.48	\$5.85	\$3.25
		Large Qty Price	\$2.80	\$4.47	\$2.85	\$3.19
		Special Orders (1-11 each)	\$5.05	\$5.90	\$5.85	\$3.38
		Size 2X-3X	1.50 +	\$6.90	1.5 +	\$5.04
		Size 4X-5X	2.00 +	\$7.90	2.00 +	\$5.04
	Light Colors:	Standard Qty Price	\$4.35	\$5.50	\$4.35	\$4.36
		Large Qty Price	\$3.30	\$5.50	\$3.35	\$4.27
		Special Orders (1-11 each)	\$6.00	\$6.90	\$6.35	\$4.55
		Size 2X-3X	1.75 +	\$7.90	1.75 -	\$6.00
		Size 4X-5X	2.25 +	\$8.90	2.25 +	\$6.00
	Dark Colors:	Standard Qty Price	\$4.65	\$6.50	\$4.60	\$4.81
		Large Qty Price	\$3.65	\$6.50	\$3.60	\$4.71
		Special Orders (1-11 each)	\$6.65	\$7.90	\$6.60	\$5.01
		Size 2X-3X	2.00 +	\$8.90	2.00 +	\$6.82
		Size 4X-5X	2.50 +	\$9.90	2.50 +	\$6.82
5	50	Adult T-Shirt, Long Sleeve, Taped shoulder to shoulder, double needle sleeve and bottom hem w/seamless collar. No Pocket. 100% Preshrunk Cotton (S-XLG)				
		Manufacturer	Gildan	Gildan	Gildan	Gildan
		Product/Style No.	2400	2400	2400	2400
		Weight	6.1 oz	5.6 oz	6.1 oz	6.1 oz
		Standard Qty Order (12 - X each)	23	50	23	143
		Large Qty Order (Over X each)	24	500	24	144
	White:	Standard Qty Price	\$5.10	\$6.48	\$6.50	\$5.16
		Large Qty Price	\$5.00	\$5.90	\$5.50	\$5.06
		Special Orders (1-11 each)	\$5.20	\$7.50	\$8.50	\$5.39
		Size 2X-3X	1.50 +	\$8.50	1.50 +	\$7.19
		Size 4X-5X	2.00 +	\$9.90	2.00 +	\$7.19
	Light Colors:	Standard Qty Price	\$5.00	\$7.50	\$7.00	\$5.83
		Large Qty Price	\$6.00	\$6.90	\$6.00	\$5.71
		Special Orders (1-11 each)	\$9.00	\$8.50	\$9.00	\$6.08
		Size 2X-3X	1.75 +	\$9.50	1.75 +	\$7.92
		Size 4X-5X	2.25 +	\$10.90	2.25 +	\$7.92
	Dark Colors:	Standard Qty Price	\$7.25	\$8.50	\$7.25	\$6.26
		Large Qty Price	\$6.25	\$7.90	\$6.25	\$6.13
		Special Orders (1-11 each)	\$9.25	\$9.80	\$9.25	\$6.54
		Size 2X-3X	2.00 +	\$10.50	2.00 +	\$8.46
		Size 4X-5X	2.50 +	\$11.90	2.50 +	\$8.46
6	200	Youth T-Shirt, Short Sleeve, Taped shoulder to shoulder, double needle sleeve and bottom hem w/seamless collar. 50% Cotton/50% Polyester (S-M-L)				



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		Manufacturer	Gildan	Gildan	Gildan	Gildan
		Product/Style No.	8000B Youth	8000	8000B Youth	8000B
		Weight	5.6 oz	5.6 oz	5.6 oz	5.6 oz
		Standard Qty Order (12 - X each)	71	50	71	143
		Large Qty Order (Over X each)	72	500	72	144
		White: Standard Qty Price	\$3.10	\$4.48	\$2.40	\$2.45
		Large Qty Price	\$2.10	\$3.50	\$2.00	\$2.40
		Special Orders (1-11 each)	\$5.10	\$5.90	\$5.00	\$2.55
		Light Colors: Standard Qty Price	\$3.50	\$4.90	\$3.50	\$2.98
		Large Qty Price	\$2.50	\$3.90	\$2.50	\$2.92
		Special Orders (1-11 each)	\$5.50	\$6.90	\$5.50	\$3.10
		Dark Colors: Standard Qty Price	\$3.75	\$5.09	\$3.75	\$3.29
		Large Qty Price	\$2.75	\$4.50	\$2.75	\$3.22
		Special Orders (1-11 each)	\$5.75	\$4.50	\$5.75	\$3.42
7	600	Youth T-Shirt, Short Sleeve, Taped shoulder to shoulder, double needle sleeve and bottom hem w/seamless collar. No Pocket. 100% Preshrunk Cotton (S-M-L)				
		Manufacturer	Gildan	Gildan	Gildan	Gildan
		Product/Style No.	2000B Youth	2000B	2000B Youth	2000B
		Weight	6.10 oz	6.0 oz	6.1 oz	6.0 oz
		Standard Qty Order (12 - X each)	71	50	71	143
		Large Qty Order (Over X each)	72	300	72	144
		White: Standard Qty Price	\$3.10	\$4.08	\$3.00	\$2.76
		Large Qty Price	\$2.10	\$3.50	\$2.00	\$2.70
		Special Orders (1-11 each)	\$5.10	\$5.08	\$5.00	\$2.87
		Light Colors: Standard Qty Price	\$3.50	\$5.08	\$3.00	\$3.35
		Large Qty Price	\$2.50	\$4.50	\$2.00	\$3.28
		Special Orders (1-11 each)	\$5.50	\$6.08	\$5.00	\$3.49
		Dark Colors: Standard Qty Price	\$3.75	\$6.08	\$3.00	\$3.73
		Large Qty Price	\$2.75	\$5.50	\$2.75	\$3.66
		Special Orders (1-11 each)	\$5.75	\$7.08	\$5.75	\$3.89
8	935	Adult Polo, Short Sleeve, Welt Knit Color and Cuffs, 2 Button Plackets, double needle bottom hem 50% Cotton/50% Polyester (S-XLG)				
		Manufacturer	Jerzees	Jerzees	Jerzees	Jerzees
		Product/Style No.	437	437	437	437M
		Standard Qty Order (12 - X each)	71	50	71	143
		Large Qty Order (Over X each)	72	300	72	144
		White: Standard Qty Price	\$6.00	\$10.00	\$6.25	\$4.95
		Large Qty Price	\$5.00	\$9.00	\$5.25	\$5.85
		Special Orders (1-11 each)	\$8.25	\$11.50	\$8.25	\$5.17
		Size 2X-3X	1.50 +	\$12.00	1.5 +	\$7.72



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		Size 4X-5X	2.00 +	\$13.50	2.00 +	\$7.72
	Light Colors:	Standard Qty Price	\$6.75	\$11.50	\$6.75	\$5.36
		Large Qty Price	\$5.00	\$10.00	\$5.75	\$5.25
		Special Orders (1-11 each)	\$8.00	\$12.50	\$8.75	\$5.59
		Size 2X-3X	1.75 +	\$13.50	1.75 +	\$8.05
		Size 4X-5X	2.25 +	\$14.50	2.25 +	\$8.05
	Dark Colors:	Standard Qty Price	\$7.00	\$12.50	\$7.00	\$5.72
		Large Qty Price	\$6.00	\$11.00	\$6.00	\$5.60
		Special Orders (1-11 each)	\$9.00	\$13.50	\$9.00	\$5.97
		Size 2X-3X	2.00 +	\$14.50	2.00 +	\$8.46
		Size 4X-5X	2.50 +	\$16.50	2.50 +	\$8.46
9	58	Adult Polo, Short Sleeve, Welt Knit Color and Cuffs, 2 Button Plackets, double needle bottom hem. With Pocket 100% Cotton Pique (S-XLG)				
		Manufacturer	Outerbanks	Outerbanks	Outerbanks	Outerbanks
		Product/Style No.	2101	2101	2101	2101
		Standard Qty Order (12 - X each)	23	25	23	143
		Large Qty Order (Over X each)	24	250	24	144
	White:	Standard Qty Price	\$15.30	\$19.50	\$15.25	
		Large Qty Price	\$14.30	\$16.30	\$14.30	
		Special Orders (1-11 each)	\$16.30	\$20.50	\$16.00	
		Size 2X-3X	3.00 +	\$22.50	3.00 +	
		Size 4X-5X	5.00 +	\$23.50	5.00 +	
	Light Colors:	Standard Qty Price	\$15.50	\$20.50	\$15.25	
		Large Qty Price	\$14.50	\$17.30	\$14.25	
		Special Orders (1-11 each)	\$16.50	\$21.50	\$16.25	
		Size 2X-3X	3.25 +	\$23.50	3.25 +	
		Size 4X-5X	5.25 +	\$24.50	5.25 +	
	Dark Colors:	Standard Qty Price	\$15.70	\$21.50	\$15.70	\$13.92
		Large Qty Price	\$14.70	\$18.30	\$14.70	\$13.62
		Special Orders (1-11 each)	\$16.70	\$22.50	\$16.70	\$14.54
		Size 2X-3X	3.50 +	\$24.50	3.5 +	\$17.18
		Size 4X-5X	5.50 +	\$25.50	5.5 +	\$18.92
10	50	Adult Sweat Shirt, Long Sleeve, Set-in Sleeves, Cotton/Lycra Ribbed Trim, Cover Seamed Armholes, neck and waistband, Oversized Cut. 90% Cotton/10% Polyester (S-XLG)				
		Manufacturer	Hanes	Hanes	Hanes	Hanes
		Product/Style No.	F260	F260	F260	F260
		Weight	10 oz		10 oz	10 oz
		Standard Qty Order (12 - X each)	23	50	23	143
		Large Qty Order (Over X each)	24	150	24	144
	White:	Standard Qty Price	\$10.65	\$16.30	\$10.65	\$8.81



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		Large Qty Price	\$9.65		\$9.65	\$8.62
		Special Orders (1-11 each)	\$12.65		\$12.65	\$9.20
		Size 2X-3X	3.00 +	\$20.00	3.00 +	\$13.30
		Size 4X-5X	n/a		n/a	n/a
	Light Colors:	Standard Qty Price	\$11.65	\$17.30	\$11.65	\$9.61
		Large Qty Price	\$10.65		\$10.65	\$9.41
		Special Orders (1-11 each)	\$13.61		\$13.65	\$10.03
		Size 2X-3X	3.00 +	\$22.00	3.00 +	\$13.65
		Size 4X-5X	n/a		n/a	n/a
	Dark Colors:	Standard Qty Price	\$12.65	\$18.30	\$12.65	\$10.54
		Large Qty Price	\$11.65		\$11.65	\$10.31
		Special Orders (1-11 each)	\$14.65		\$14.65	\$11.00
		Size 2X-3X	3.00 +	\$24.00	3.00 +	\$14.87
		Size 4X-5X	n/a		n/a	n/a
11	60	Short Sleeve, Workwear Henley Midweight, Left Chest Pocket, Side Seamed				
		Manufacturer	Cardhardt	Cardhardt	Cardhardt	Cardhardt
		Product/Style No.	K-84	K-84	K-84	K-84
		Standard Qty Order (12 - X each)	23	50	23	143
	White:	Standard Qty Price	\$14.50	\$18.30	\$14.50	n/a
		Large Qty Price	\$13.50	\$17.30	\$13.50	n/a
		Special Orders (1-11 each)	\$15.50	\$19.30	\$15.50	n/a
		Size 2X-3X	1.25 +	\$20.30	1.25 +	n/a
		Size 4X-5X	2.5 +	\$22.30	2.50 +	n/a
	Light Colors:	Standard Qty Price	\$14.50	\$19.30	\$14.50	n/a
		Large Qty Price	\$13.50	\$18.30	\$13.50	n/a
		Special Orders (1-11 each)	\$15.50	\$20.30	\$15.50	n/a
		Size 2X-3X	1.25 +	\$21.30	1.25 +	n/a
		Size 4X-5X	2.5 +	\$24.30	2.5 +	n/a
	Dark Colors:	Standard Qty Price	\$14.50	\$8.50	\$14.50	\$17.57
		Standard Qty Price	\$13.50	\$19.30	\$13.50	\$17.20
		Large Qty Order (Over X each)	15.5	\$21.50	15.5	18.36
		Large Qty Price	1.25 +	\$22.30	1.25 +	\$18.99
		Special Orders (1-11 each)	2.5 +	\$26.50	2.5 +	n/a
12	60	Short Sleeve, Workwear Henley Midweight, Left Chest Pocket, Side Seamed				
		Manufacturer	Cardhardt	Cardhardt	Cardhardt	Cardhardt
		Product/Style No.	K-87	K-87	K-87	K-87
		Standard Qty Order (12 - X each)	23	50	23	143
	White:	Standard Qty Price	\$13.50	\$18.30	\$13.50	n/a
		Large Qty Price	\$12.50	\$17.30	\$12.50	n/a
		Special Orders (1-11 each)	\$14.50	\$19.30	\$14.50	n/a
		Size 2X-3X	1.00 +	\$22.30	1.00 +	n/a



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		Size 4X-5X	2.00 +	\$24.00	2.00 +	n/a
	Light Colors:	Standard Qty Price	\$13.50	\$19.30	\$13.50	n/a
		Large Qty Price	\$12.50	\$18.30	\$12.50	n/a
		Special Orders (1-11 each)	\$14.50	\$20.30	\$14.50	n/a
		Size 2X-3X	1.00 +	\$23.30	1.00 +	n/a
	Dark Colors:	Size 4X-5X	2.00 +	\$26.00	2.00 +	n/a
		Standard Qty Price	\$13.50	\$20.30	\$13.50	\$14.55
		Standard Qty Price	\$12.50	\$19.30	\$12.50	\$14.39
		Large Qty Order (Over X each)	14.5	21.3	14.5	14.87
		Large Qty Price	1.00 +	\$24.30	1.00 +	\$15.35
		Special Orders (1-11 each)	2.00 +	\$28.00	2.00 +	n/a
13	60	Ash Fiber Content 99% Cotton, 1% Polyester or Heather Grey 90% Cotton 10% Polyester, 3-button Closure, Left Chest Pocket, Side Seam				
		Manufacturer	Cardhardt	Cardhardt	Cardhardt	Cardhardt
		Product/Style No.	K-84	K-84	K-84	K-84
		Standard Qty Order (12 - X each)	23	40	23	143
	White:	Standard Qty Price	\$14.50	\$16.00	\$14.50	n/a
		Large Qty Price	\$13.50	\$15.39	\$13.50	n/a
		Special Orders (1-11 each)	\$15.50	\$17.50	\$15.50	n/a
		Size 2X-3X	1.25 +	\$18.90	1.25 +	n/a
		Size 4X-5X	2.50 +	\$20.50	2.5 +	n/a
	Light Colors:	Standard Qty Price	\$14.50	\$16.50	\$14.50	n/a
		Large Qty Price	\$13.50	\$16.50	\$13.50	n/a
		Special Orders (1-11 each)	\$15.50	\$18.50	\$15.50	n/a
		Size 2X-3X	1.25 +	\$19.90	1.25 +	n/a
		Size 4X-5X	2.50 +	\$21.50	2.5 +	n/a
	Dark Colors:	Standard Qty Price	\$14.50	\$17.50	\$14.50	\$17.57
		Large Qty Price	\$13.50	\$17.00	\$13.50	\$17.20
		Special Orders (1-11 each)	15.5	19.5	15.5	18.36
		Size 2X-3X	1.25 +	\$20.90	1.25 +	\$18.99
		Size 4X-5X	2.5 +	\$22.50	2.5 +	n/a
14	60	Long Sleeve Workwear Henley, Left Chest Pocket, 3-Button Front Closure 100% Cotton				
		Manufacturer	Cardhardt	Cardhardt	Cardhardt	Cardhardt
		Product/Style No.	K-128	K-128	K-128	K-128
		Standard Qty Order (12 - X each)	23	40	23	143
	White:	Standard Qty Price	\$17.50	\$20.00	\$17.50	n/a
		Large Qty Price	\$16.50	\$18.30	\$16.50	n/a
		Special Orders (1-11 each)	\$18.00	\$22.30	\$18.50	n/a
		Size 2X-3X	1.25 +	\$24.30	1.25 +	n/a
		Size 4X-5X	2.5 +	\$26.00	2.50 +	n/a



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	Light Colors:	Standard Qty Price	\$17.50	\$26.00	\$17.50	n/a
		Large Qty Price	\$16.50	\$19.30	\$16.50	n/a
		Special Orders (1-11 each)	\$18.50	\$23.30	\$18.50	n/a
		Size 2X-3X	1.25 +	\$25.00	1.25 +	n/a
		Size 4X-5X	2.5 +	\$26.00	2.50 +	n/a
	Dark Colors:	Standard Qty Price	\$17.50	\$22.00	\$17.50	\$21.77
		Standard Qty Price	\$16.50	\$20.30	\$16.50	\$21.30
		Large Qty Order (Over X each)	18.5	24.3	18.5	22.75
		Large Qty Price	1.25 +	\$25.90	1.25 +	\$23,013.00
		Special Orders (1-11 each)	2.5 +	\$28.00	2.50+	\$23.13
15	60	Long Sleeve Workwear Tshirt, Left Chest Pocket, Crew Neck, 100% Cotton				
		Manufacturer	Cardhardt	Cardhardt	Cardhardt	Cardhardt
		Product/Style No.	K-126	K-126	K-126	K-126
		Standard Qty Order (12 - X each)	23	40	23	143
	White:	Standard Qty Price	\$15.50	\$18.30	\$15.50	n/a
		Large Qty Price	\$14.50	\$16.30	\$14.50	n/a
		Special Orders (1-11 each)	\$16.50	\$20.30	\$16.50	n/a
		Size 2X-3X	1.25 +	\$22.50	1.25 +	n/a
		Size 4X-5X	2.5 +	\$24.50	2.5 +	n/a
	Light Colors:	Standard Qty Price	\$15.50	\$19.30	\$15.50	n/a
		Large Qty Price	\$14.50	\$17.30	\$14.50	n/a
		Special Orders (1-11 each)	\$16.50	\$21.30	\$16.50	n/a
		Size 2X-3X	1.25 +	\$23.50	1.25 +	n/a
		Size 4X-5X	2.5 +	\$25.50	2.5 +	n/a
	Dark Colors:	Standard Qty Price	\$15.50	\$20.30	\$15.50	\$17.57
		Standard Qty Price	\$14.50	\$18.30	\$14.50	\$17.20
		Large Qty Order (Over X each)	\$16.50	\$22.30	\$16.50	\$18.36
		Large Qty Price	1.25 +	\$24.50	1.25 +	\$18.99
		Special Orders (1-11 each)	2.5 +	\$26.50	2.50 +	\$18.99
16	75	Short Sleeve Workshirt, Midweight, Left Chest Pocket, Side Seamed, Button Down Collar, 60% Cotton/40% Polyester				
		Manufacturer	Van Heusen	Van Heusen	Van Heusen	Van Heusen
		Product/Style No.	55	56850	55	13VD042
		Standard Qty Order (12 - X each)	23	60	23	143
	White:	Standard Qty Price	\$17.50	\$29.00	\$17.50	n/a
		Large Qty Price	\$16.50	\$25.00	\$16.50	n/a
		Special Orders (1-11 each)	\$18.50	\$30.50	\$18.50	n/a
		Size 2X-3X	1.5 +	\$36.00	1.5 +	n/a
		Size 4X-5X	2.0 +	\$38.00	2.0 +	n/a
	Light Colors:	Standard Qty Price	\$17.50	\$30.00	\$17.50	n/a



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		Large Qty Price	\$16.50	\$26.00	\$16.50	n/a
		Special Orders (1-11 each)	\$18.50	\$31.50	\$18.50	n/a
		Size 2X-3X	1.75 +	\$37.00	1.75 +	n/a
		Size 4X-5X	1.25 +	\$38.90	2.25 +	n/a
	Dark Colors:	Standard Qty Price	\$17.50	\$31.00	\$17.50	\$18.25
		Large Qty Price	\$16.50	\$27.00	\$16.50	\$17.86
		Special Orders (1-11 each)	18.5	32.9	18.5	19.07
		Size 2X-3X	2.0 +	\$38.00	2.00 +	\$20.72
		Size 4X-5X	2.50 +	\$39.50	2.50 +	\$20.72
17	10	Long Sleeve Workshirt, Midlength, Left Chest Pocket, Side Seamed, Button Down Collar				
		Manufacturer	Van Heusen	Van Heusen	Van Heusen	Van Heusen
		Product/Style No.	45	45	45	13V0042
		Standard Qty Order (12 - X each)	10	40	10	143
	White:	Standard Qty Price	\$18.50	\$30.00	\$18.50	n/a
		Large Qty Price	\$18.50	\$28.00	\$18.50	n/a
		Special Orders (1-11 each)	\$19.00	\$35.00	\$19.50	n/a
		Size 2X-3X	1.5 +	\$37.50	1.5 +	n/a
		Size 4X-5X	2.00 +	\$40.00	2.00 +	n/a
	Light Colors:	Standard Qty Price	\$18.50	\$31.50	\$18.50	n/a
		Large Qty Price	\$18.50	\$29.00	\$18.50	n/a
		Special Orders (1-11 each)	\$19.50	\$36.00	\$19.50	n/a
		Size 2X-3X	1.75 +	\$38.50	1.75 +	n/a
		Size 4X-5X	2.25 +	\$41.30	2.25 +	n/a
	Dark Colors:	Standard Qty Price	\$18.50	\$32.80	\$18.50	\$18.25
		Standard Qty Price	\$18.50	\$30.00	\$18.50	\$17.86
		Large Qty Order (Over X each)	19.5	27	19.5	19.07
		Large Qty Price	2.50 +	\$29.50	2.0 +	\$20.72
		Special Orders (1-11 each)	2.50+	\$42.50	2.50 +	\$20.72
18	200	Adult Cap, Yupoong, 5-Panel Gold Cap, Constructed Fused Buckram Backing, Sewn Elelits, 1/4" Braided Cord, Matching underbill, Matching Plastic Fastener, 60% Cotton/40% Polyester Poplin, Navy				
		Manufacturer	Otto	Heritage Flex Fit	Otto	Yupoong
		Product/Style No.	33-073	C07B	33-073	6002
		Standard Qty Order (12 - X each)	71	50	71	143
		Standard Qty Price	\$2.95	\$8.90	\$2.95	\$2.51
		Large Qty Order (Over X each)	72	500	72	144
		Large Qty Price	\$2.40	\$5.90	\$2.40	\$2.46
		Special Orders (1-11 each)	\$3.95	\$9.60	\$3.95	\$2.46



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19	280	Adult Cap, Yupoong Mesh Back Cap, Poplin Front Panel, Nylon Mesh Back, 1/4" Constructed Fused Buckram, Backing, Braided Cord, Matching Underbill, Matching Plastic Fastener, Navy				
		Manufacturer	Cobra	Heritage Flex Fit	Cobra	Yupoong
		Product/Style No.	75A	6003C		6003
		Standard Qty Order (12 - X each)	71	50	71	143
		Standard Qty Price	\$2.30	\$6.60	\$2.30	\$2.46
		Large Qty Order (Over X each)	72	500	72	144
		Large Qty Price	\$1.80	\$6.60	\$1.80	\$2.46
		Special Orders (1-11 each)	\$3.30	\$6.60	\$3.30	\$2.46
20	120	Richardson Pro Caps, Style 185, Youth, Navy, Youth: Small-Medium; Medium-Large, Cotton/Polyester				
		Manufacturer	Richardson	Simplicity Time	Richardson	Richardson
		Product/Style No.	185	5901Y	185	185
		Standard Qty Order (12 - X each)	23	50	23	143
		Standard Qty Price	\$6.50	\$5.50	\$6.50	\$6.21
21	120	Cobblestone Gamegear Shorts				
		Manufacturer	Cobblestone	Activewear	Cobblestone	Cobblestone
		Product/Style No.	647	2247	647	GL659
		Standard Qty Order (12 - X each)	71	50	71	143
		Standard Qty Price	\$10.95	\$15.90	\$10.50	\$10.54
Additional Charges:						
		Silk-Screen Set-Up Fee – One Time Charge for Each New Screen	\$10.00	\$50.00	\$10.00	\$5.00
		Embroidery Tape/Punch Fee - One Time Charge for Each New Set-	\$50.00	\$100.00	\$50.00	\$50.00
		Embroider City Logo – One Color, Non Filled Heart (Exhibit A) (Per	\$3.00	\$4.50	\$3.00	\$2.68
		Embroider City Logo – Two Color, W/Filled Heart (Exhibit A) (Per	\$3.50	\$4.50	\$3.50	\$2.68
		Embroider Logo - 5 color	\$4.50	\$5.50	\$4.50	\$2.68
		Embroider - 6 color	\$5.00	\$5.50	\$5.00	\$2.68
		Embroider Department Name (Up to 30 Letters)	\$3.00	\$6.90	\$3.00	\$4.32
		Embroider Employee Name (Up to 20 Letters)	\$3.00	\$6.90	\$3.00	\$4.32
		Embroider Employee Rank (Up to 20 Letters)	\$3.00		\$3.00	\$4.32
		1" - 2" Any Color Capital Block Lettering (Iron-On Type) (Per Letter)	\$0.50	\$6.50	\$0.50	\$0.31
		2.5" – 3.5" Any Color Capital Block Lettering (Iron-On Type) (Per	\$0.75	\$10.50	\$0.75	\$0.36
		Hourly Rate for Design/Artwork Preparation (Per Hour)	\$20.00	\$30.00	\$20.00	\$40.00
		Rush Order Charge, For Work Required Within Five (5) Working	\$0.00	\$120.06	\$0.00	\$25.00
Screen Print Charge Per Order - Qty <200						



City of College Station - Purchasing Division
Bid Tabulation for No. 11-116
"City Branded Uniforms for Parks Programs
and other City Departments"
Opened: Wednesday, August 30, 2011

	One Location	1 Color	\$0.80	\$1.50	\$0.80	\$1.03
		2 Color	\$1.20	\$3.00	\$1.20	\$1.15
		3 Color	\$1.60	\$4.00	\$1.60	\$1.15
		4 Color	\$2.00	\$3.00	\$2.00	\$1.40
		5 Color	\$2.40	\$7.50	\$2.40	\$1.40
		6 Color	\$2.80	\$8.50	\$2.80	\$1.40
	Two Locations	1 Color	\$1.60	\$3.50	\$1.60	\$1.86
		2 Color	\$2.00	\$6.00	\$2.00	\$2.10
		3 Color	\$2.75	\$7.50	\$2.75	\$2.10
		4 Color	\$3.50	\$7.50	\$3.50	\$2.60
		5 Color	\$4.00	\$8.50	\$4.00	\$2.60
		6 Color	\$4.50	\$4.50	\$4.50	\$2.60
Screen Print Charge Per Order - Qty 200-499						
	One Location	1 Color	\$0.75	\$1.00	\$0.75	\$0.82
		2 Color	\$1.10	\$1.90	\$1.10	\$0.91
		3 Color	\$1.45	\$2.90	\$1.45	\$0.91
		4 Color	\$1.80	\$3.90	\$1.80	\$0.99
		5 Color	\$2.15	\$5.30	\$2.15	\$0.99
		6 Color	\$2.50	\$5.30	\$2.50	\$0.99
	Two Locations	1 Color	\$1.45	\$2.00	\$1.45	\$1.44
		2 Color	\$1.85	\$2.90	\$1.85	\$1.62
		3 Color	\$2.45	\$3.90	\$2.45	\$1.62
		4 Color	\$2.95	\$4.90	\$2.95	\$1.78
		5 Color	\$3.45	\$5.90	\$3.45	\$1.78
		6 Color	\$3.95	\$6.90	\$3.95	\$1.78
Screen Print Charge Per Order - Qty 500+						
	One Location	1 Color	\$0.70	\$0.80	\$0.70	\$0.75
		2 Color	\$0.95	\$1.90	\$0.90	\$0.79
		3 Color	\$1.20	\$2.90	\$1.20	\$0.79
		4 Color	\$1.40	\$3.90	\$1.45	\$0.89
		5 Color	\$1.70	\$4.30	\$1.70	\$0.89
		6 Color	\$1.90	\$6.30	\$1.95	\$0.89
	Two Locations	1 Color	\$1.20	\$1.60	\$1.20	\$1.38
		2 Color	\$1.50	\$2.50	\$1.60	\$1.38
		3 Color	\$2.00	\$3.50	\$2.00	\$1.38
		4 Color	\$2.30	\$4.50	\$2.45	\$1.58
		5 Color	\$2.80	\$5.30	\$2.90	\$1.58
		6 Color	\$3.30	\$5.30	\$3.35	\$1.58
Percentage Off of List Price for Items Not Included			25%	Incomplete Bid	20%	Incomplete Bid

**October 13, 2011
Consent Agenda Item No. 2i
Authorize Health Department Expenditures**

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director of Business Services

Agenda Caption: Presentation, possible action and discussion to approve Fiscal Year 2011-2012 expenditures for the Brazos County Health Department in the amount of \$326,500.

Recommendation(s): Staff recommends approval of Fiscal Year 2011-2012 expenditures in the amount of \$326,500 to the Brazos County Health Department.

Summary: On September 22, 2011 Council approved the FY12 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.

In FY 11 funding for the Health Department was \$351,500. This is a reduction in FY 12 of \$25,000.

Budget & Financial Summary: Funds are available and budgeted in the General Fund in the amount of \$326,500. Payments are made in equal monthly installments.

**October 13, 2011
Consent Agenda Item No. 2j
Roadway Traffic Markings & Traffic Control Services
Contract Renewals**

To: David Neeley, City Manager

From: Chuck Gilman, Public Works Director

Agenda Caption: 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.

Relationship to Strategic Goals: Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure.

Recommendation(s): This is a two part contract renewal.

- Staff recommends approval of the renewal for roadway traffic markings to Highway Technology of Austin, Texas in the amount of \$163,182.50.
- Staff also recommends approval of the renewal for traffic control services to N-Line Traffic Maintenance of Bryan, Texas in the amount of \$18,706.25.

The total amount of the renewals is \$181,888.75

Summary: After the City rehabilitates or reconstructs a segment of roadway, Highway Technology is the contractor that installs the pavement markings to delineate travel lanes, bike lanes, cross walks, stop bars, etc. Brazos County also utilizes the services of this contractor for pavement markings.

N-Line Traffic Maintenance will provide barricades and construction signage at various locations around the City as needed for special events, emergency situations, and city-initiated minor construction projects. Multiple departments within the city utilize this contract. Proper traffic control provides safety for city employees, motorist and pedestrians.

Budget & Financial Summary: Funding for the Annual Blanket Purchase Order for the installation of roadway traffic markings and traffic control services is provided from the operating budget of Traffic Operations Budget.

Attachments:

1. Renewal Form for Highway Technology
2. Renewal Form for N-Line Maintenance

RENEWAL No. 2 ACCEPTANCE

By signing herewith, I acknowledge and agree to renew bid no. 09-82 (Contract No. 09-266 (A)), for traffic pavement striping and marking services in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for a one year period beginning October 19, 2011 through October 18, 2012, the total amount of the contract is \$163,182.50.

HIGHWAY TECHNOLOGIES, INC.



AUTHORIZED REPRESENTATIVE
Steve Meuth, General manager

9/19/11

DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE

City Attorney

DATE

Executive Director of Business Services

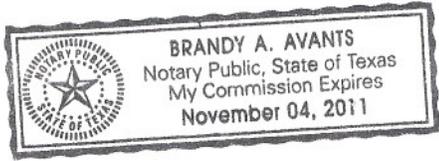
DATE

STATE OF Texas

CORPORATE ACKNOWLEDGMENT

COUNTY OF Travis

This instrument was acknowledged on the 19th day of September, 2011
by Steve Meuth in his/her capacity as General Manager of
Highway Technologies, Inc, a Texas Corporation, on behalf of said corporation.



Brandy A. Avants
Notary Public in and for the
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2011,
by _____, in the capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

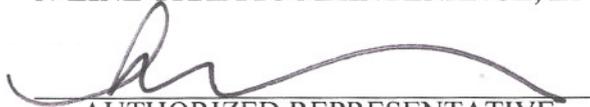
Notary Public in and for the
State of Texas

RENEWAL NO. 2 ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Bid #09-82 (Contract #09-266 (B)) for "Annual Agreement for Traffic Pavement Striping & Marking Services (Section B)", in accordance with all terms and conditions previously agreed to and accepted.

I understand this purchase order will be for the period beginning October 19, 2011 through October 18, 2012 for the total contract amount of \$18,706.25.

N-LINE TRAFFIC MAINTENANCE, LP



AUTHORIZED REPRESENTATIVE

Patricia England, President of N-LINE Management, L.L.C., General Partner of N-LINE Traffic Maintenance, L.P.

9.15.11

DATE

CITY OF COLLEGE STATION

APPROVED:

City Manager

DATE

N/A

City Attorney

N/A

DATE

Executive Director of Business Services

DATE

STATE OF TEXAS

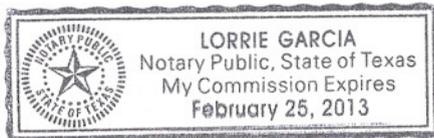
CORPORATE ACKNOWLEDGMENT

COUNTY OF Brazos

This instrument was acknowledged on the 15 day of Sept., 2011,

by Patricia England in her capacity as president of

N-LINE Traffic Maintenance, a TEXAS Corporation, on behalf of said corporation.





Notary Public in and for the State of Texas

October 13, 2011
Consent Agenda Item No. 2k
Purchase of a Software Solution for a Community Parks and Recreation
Management Solution and Approval of an Interdepartmental Transfer

To: David Neeley, City Manager

From: David Schmitz, Director of Parks & Recreation

Agenda Caption: Presentation, possible action and discussion on a purchase contract with associated annual maintenance, with Vermont Systems Inc., in the amount of \$62,466.00, for software; and approval of an interdepartmental transfer.

Recommendation(s): Staff recommends approval purchase contract and recommends approval of an interdepartmental transfer.

Summary: In June of 2011 the City issued a request for proposal #11-103 for a Software Solution for a Community Parks and Recreation Management System. Three proposals were received and evaluated as well as an upgrade offer from our current provider. After evaluating the proposals and reference checks, staff determined that Vermont Systems Inc. RecTrac Software provided the best value for the City.

The City, since 2004 has used Safari by the Active Network as its software solution. Active has slowly decreased the resources available for technical support and development of Safari to the point where staff feels it is no longer a viable solution.

The selected software is in use at over 1,500 other U.S. cities. It has the capability to integrate with existing systems such as finance and remote lighting.

Budget & Financial Summary: A Service Level Adjustment in the amount of \$43,000 was approved as part of the FY12 Approved Budget for the purchase of replacement recreation/reservation software for the Parks and Recreation Department (PARD). An additional \$21,000 is budgeted in the IT Department for the annual maintenance of the existing recreation/reservation software. The one-time cost for the purchase of the replacement software will be \$54,936. An additional \$7,530 will be needed on an annual basis for the maintenance of this software. If approved, budget in the amount of \$11,936 will be transferred from the funds budgeted in the IT Department for the maintenance of the existing software (interdepartmental transfers must be approved by Council). These funds will be used to supplement the \$43,000 that was budgeted in PARD for the one-time cost for the purchase of the software. This will leave sufficient budget in the IT Department to cover the cost of the first year of software maintenance. The annual recurring cost for maintenance of this software will be considerably less than that of the existing software.

Attachments:

1. Contract with Vermont Systems Inc.
2. VSI Certificate of Liability Insurance

VERMONT SYSTEMS, INC.
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT

This SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT ("Agreement"), is made and entered into on September 27, 2011, by and between Vermont Systems, Inc., a Vermont corporation (hereinafter "VSI" or "Licensor", and **The City of College Station, a Texas Home Rule Municipal Corporation** (hereinafter "Customer" or "Licensee"), collectively referred to herein as the "Parties" or singularly "Party".

In consideration of the mutual covenants and obligations expressed herein, the Parties agree to the following:

ARTICLE 1 – Software License

- 1.1 VSI shall provide the Licensee and the Licensee agrees to accept a perpetual, non-transferable, and non-exclusive right to use the Licensed Software and Related Materials, as described in the attached Exhibit B price quote. The Licensed Software includes Related Materials, such as User Reference Manuals, Reports Manuals, Installation Planning Guides, Installation Instructions, On-Line Help, and Sample Database with Tutorials.
- 1.2 VSI uses the Progress OpenEdge V10 Development software to develop its' applications and deploys using the OpenEdge Deployment software that includes Client Networking, Web Client, Load Balancer, and Personal, Workgroup, or Enterprise RDBMS (embedded database) with RDBMS support for 4GL, SQL, ODBC, JDBC, and Enterprise Cluster Manager Integration, and OpenEdge Application Server, Basic and Enterprise Editions with Replication. Therefore, Progress software with RDBMS is required to operate the application software by platform type, and they are included in the attached Exhibit B.
- 1.3 The license granted herein authorizes the Customer to install the Licensed Software on the designated computer platform for live processing and on testing/disaster recovery systems without incurring additional license charges. Further, the Customer can make copies of the Licensed Software for safe keeping purposes only. If VSI is providing complete hosting services, Item 1.3 does not apply.
- 1.4 At any time, the Customer can add software and users under the terms of this Sales Agreement by paying the additional license and maintenance fees. The total number of authorized user workstations permitted to use the Licensed Software is limited to the number listed in Exhibit B.

ARTICLE 2 – Annual Software Maintenance and Support Services

- 2.1 VSI shall provide the Licensee with Software Maintenance and Software Support services for the Licensed Software in accordance with VSI standard Sales and Support Policies, as described in Exhibit A. The extent of support services being provided are specifically listed in Exhibit B.
- 2.2 The Annual Software Maintenance support shall include distribution of product update releases, including software repairs and enhancements subsequent to the initial purchase. Annual software updates will be distributed in accordance with VSI standard Sales and Support Policies, as described in Exhibit A, while periodic program only updates are available at any time. If VSI is providing complete hosting services, VSI will provide software installation and upgrade services and coordinate both with each Licensee.
- 2.3  The Software Maintenance and Support fee will be billed annually, and it becomes effective on the first day of your **October 1st** fiscal year for one year. New customers will be charged on a prorated basis from the first day of the installation month through the end of the current fiscal year.
- 2.4 The required Software Maintenance and Support Agreement will automatically renew annually, unless at any time during the Agreement the terminating Party notifies the non-terminating Party in writing with 30 days notice of termination of the VSI Maintenance Support Agreement. VSI reserves the right to increase annual maintenance fees annually with 30 days notice to the Licensee. Any increase shall not exceed fifteen percent (15%) of the previous year's maintenance. Customers can contact VSI in advance to obtain a firm quote for the next fiscal year.

 VSI Initials _____ Customer Initials

ARTICLE 3 – Software Training and Installation Services

- 3.1 Training is offered at the Customer site, at VSI (12 Market Place, Essex Junction, Vermont), and remotely based on a daily rate, as described in the VSI standard Sales and Support Policies, Exhibit A.
- 3.2 Any training services and estimated charges for each Licensee, including the number of training days, and travel, lodging, meals, and other expenses, are itemized in Exhibit B. All training dates must be mutually agreed upon by VSI and the Licensee. The Licensee can request a change of training dates and number of training days. However, if a change is made after travel arrangements have been completed, the Licensee will be responsible for any additional costs incurred as a result of the changes.
- 3.3 If VSI is providing other Installation Services, such as hardware and network operating system installation and setup services, they will be listed in Exhibit B, as well.
- 3.4 The Licensee is responsible for reimbursing VSI for all reasonable expenses, such as travel, lodging, meals, and other expenses necessary to complete the training, as requested by the Customer. While the estimated out-of-pocket expenses are listed in Exhibit B, only the actual expenses will be billed to the Customer, unless the Customer requires a fixed price in advance.

ARTICLE 4 – Charges and Payment

- 4.1 Customer On-Premise Hosted Software – if the Customer is installing the software on its own servers, the Licensed Software charges will be billed to the Customer when shipped or following the initial training session, based on circumstances, and will be due within 30 days.
- 4.2 The Customer shall pay all applicable sales, consumer use, and other taxes required by law, unless it is exempt from any or all of these taxes. If tax-exempt, the Licensee must provide a tax exemption certificate.
- 4.3 For Customer On-premise Hosted Software, the initial Software License fee includes ground shipping of the DVD that contains the software and electronic copies of all documentation. If special shipping is requested, the Customer shall pay all associated additional charges. VSI shipping terms for third party hardware and software are FOB Origin.
- 4.4 VSI will invoice the Customer for training and installation services, along with travel and other expenses, immediately following the completion of each occurrence of training or other services.

ARTICLE 5 – Security of Programs

- 5.1 The Customer shall be solely responsible for the supervision and control of the licensed Customer hosted software to ensure that it is stored in a secure location for Customer use only and that no unauthorized and unlicensed third party gains access to it. VSI is responsible for the security of all VSI hosted software.
- 5.2 Under no circumstances shall the Customer be authorized to perform Reverse Engineering of the software object code, in order to illegally generate source code.

ARTICLE 6 – Warranties

- 6.1 VSI warrants that it has the right to license the Licensed Software, and that there are no pending liens, claims, or encumbrances against the software.
- 6.2 VSI warrants that the software shall conform to its published specifications in the Related Materials, including, but not limited to, the Capabilities Summary, On-Line Help, Reports Manual, User Reference Manual, and Training Tutorials. VSI warrants that the software is merchantable, in that it will properly install and operate according to the specifications herein.
- 6.3 VSI warrants to the Customer that it is solvent, not in bankruptcy proceedings or receivership, nor is it engaged in any proceedings, which would have an adverse effect on its ability to perform its obligations under this Agreement.

 VSI Initials _____ Customer Initials

ARTICLE 6 – Warranties - continued

- 6.4 VSI warrants that there has been no violation of copyrights or patent rights in connection with the Licensed Software in this Agreement. VSI shall indemnify and save harmless the Licensee from any suit or proceeding brought against the Licensee by reason of any such infringement or any wrongful use. VSI will defend or settle any such claim, although the Licensee shall be entitled to be independently represented by counsel of its own choice.

ARTICLE 7 – Limitation of Liability

- 7.1 Except for the warranties specified in Section 7, VSI grants no warranties, expressed or implied, including, but not limited to any implied warranties of fitness for a particular purpose. Notwithstanding anything to the contrary in this Agreement, it is expressly agreed that neither VSI nor the Customer shall be liable to the other Party for special, incidental, indirect, or consequential damages.
- 7.2 The Parties agree that the laws of the State of Texas will govern this Agreement, and that the venue for legal resolution shall be in Brazos County, Texas.

ARTICLE 8 – Risk of Loss

- 8.1 For Customer hosted installations, the risk of loss or destruction, regardless of the cause, shall be the responsibility of VSI until the Licensed Software and Related Materials have been delivered to the Customer's premises. For VSI hosted installations, VSI will be responsible for the risk of loss or destruction.
- 8.2 For Customer hosted installations, the Customer shall be responsible for verifying that the Licensed Software and Related Materials have been received, installed on the designated computer(s), and are operational, unless the Agreement specifies that VSI will install the Licensed Software as part of the on-site training. For VSI hosted installations, VSI will be responsible for installing the software on the Customer' servers.

ARTICLE 9 – Application Source Code

- 9.1 The Source Code for all VSI application software, along with a list of licensed customers, is held in escrow by VSI's Escrow Agent, Kolvoord, Overton, & Wilson, Attorneys, at 3 Main Street, Essex Junction, Vermont 05452. The source code held in escrow is updated after each software release. If VSI defaults in providing software maintenance support due to company failure, or discontinuance of said service by VSI or VSI's bankruptcy, then the source code will be made available to the Customer within 30 days of written notice by the Escrow Agent for Customer support use only.

ARTICLE 10 – Independent Contractor

- 10.1 In performing the work under this Agreement, VSI acts as an Independent Contractor and is solely responsible for necessary and adequate workers' compensation insurance, as well as personal injury, property damage insurance, additional insured endorsement, waiver of subrogation endorsement, and thirty (30) day written notice of cancellation endorsement.

ARTICLE 11 – Change Orders or Extensions

- 11.1 The Customer may require changes in the scope of services to be performed by VSI. Such changes, including any increase or decrease in compensation amount, must be mutually agreed upon in writing by the Licensee and VSI. VSI shall be compensated for all authorized changes in services.

ARTICLE 12 – Authorization and Entire Agreement

- 12.1 Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights stated herein, and to perform the duties and obligations described herein.
- 12.2 This Agreement and the attached Exhibits A and B constitute the entire Agreement between Vermont Systems and the Licensee.
- 12.3 If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, then all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

 VSI Initials _____ Customer Initials

Vermont Systems, Inc.

City of College Station

By: 
Kate W. Mitchell, Vice President

By: _____
Mayor

9/27/11
Date

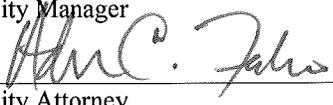
Date

ATTEST:

City Secretary

Date

APPROVED:

City Manager

City Attorney

Date

Date

Chief Financial Officer

Date

EXHIBIT A
Customer Sales and Support Policies 6/14/2011

1. SOFTWARE LICENSE:

The application software license is a one-time fee, which provides for the perpetual use of the software. While a deposit will not be required, the full software license fee is due for all accounts within 30 days of completion of the first training session. The Progress OpenEdge V10 Application Server software and Personal, Workgroup, or Enterprise Relational Database Management System (RDBMS imbedded database) software licenses are also required to operate the VSI Windows WebClient/Client application software.

2. ANNUAL SOFTWARE MAINTENANCE AND SUPPORT:

The required annual maintenance support fee is prorated from the first day of the installation month to the end of the first fiscal year, and thereafter, it is due annually on the first day of each new fiscal year. This fee includes the following: US and Canada 800 Telephone/Web Support for VSI and Progress software five (5) days/week, Monday-Friday, 8am-8pm ET, and availability of chargeable Extended Hours Pager Support Monday – Friday, 8pm–10pm ET, Saturday, Sunday, & Holidays 8am-5pm ET. Further, Pre-Arranged Non-Standard Hours Pager Support is also available, as described in Section 4 below. The following are included:

- Maintenance and repair of application software malfunctions with an acknowledgement response, as described in the Call Process, Section 5 below.
- One major application software upgrade every two years, along with multiple optional periodic updates. Major upgrades usually require a database conversion, while other periodic updates are program only. Enhancements are based primarily on user requests, but they also include an extensive number of VSI initiated improvements, all of which are added at the discretion of VSI. In its' quarterly newsletter, VSI notifies all Customers regarding the status and availability of all software releases. The same data is available on the VSI web site at all times. Customers must request all major software upgrades, which are distributed on a DVD with standard ground shipping. Program only updates can be downloaded via VSI's web page www.vermontsystems.com under Support or by requesting the update DVD at any time.
- One bi-annual database conversion by VSI via FTP or WebEx during standard VSI business hours. VSI FTP/WebEx database conversion services are only chargeable, if started and/or completed during non-standard VSI business hours (before 8am and after 5pm ET, Monday through Friday and on weekends and holidays).
- Federal and State regulatory requirement changes.
- User ID and Password login access to Customer Support and Downloads sections on VSI web site.
- Phone support to explain how to configure database, how system works, and how to prepare for implementation of certain functions, such as those listed below under Extended Dedicated Support.
- Updates to financial and other interfaces due to VSI application software modifications and not due to application software modifications by other vendors.

Any of the following costs associated with customer support are **not included**:

- Actual usage of Extended Hours Pager/Telephone Support at rates listed in Section 4 below.
- Pre-Arranged Non-Standard Extended Hours Pager/Telephone Support is chargeable with a minimum of four hours, which can be nonconsecutive, as described in Section 4 below.
- Any associated travel and out-of-pocket expenses for installation and training services.
- Installation and configuration of product enhancements or releases, database repairs, and more than one bi-annual database conversion are chargeable, unless VSI is providing hosted services.
- Telephone support related to computer hardware, operating systems, networking, and reinstallation and configuration of application software is chargeable. If the hardware and software configurations are modified after VSI has completed on-site or telephone installation services, additional requested support services are chargeable.
- Telephone training, as a substitute for on-site training or classroom training at VSI, as well as for untrained operators, is chargeable. Refer to Sections 6 and 7 below for hourly pricing.
- Customized print programs and updates are chargeable at the rate listed under Section 6 below.
- Interfaces to export or import data from or to other application software databases are chargeable.
- Extended Dedicated Support to implement or change certain functions, such as 1) Switching from Cash to Accrual Accounting; 2) Reinstall WebTrac software on server; 3) Customize Splash Page; 4) Create Web Bypass Links; 5) WebTrac Style Sheets changes; and, 6) Database Support to analyze and correct out-of-balance condition.

3. PROGRAMMING ENHANCEMENTS:

Although our policies provide for charging for special programming, we generally do not charge for individual enhancement requests. All **approved** enhancements and repairs are automatically included in all updates as part of the annual maintenance fee.

4. VSI EXTENDED HOURS PAGER/TELEPHONE SUPPORT SERVICES PRICING:

Standard Extended Hours Pager/Telephone Support

Monday - Friday 8pm – 10pm ET, Saturday, Sunday, & Holidays 8am-5pmET - if extended hours support is actually provided, it is chargeable at \$95/hour in the US and Canada with a minimum of \$50 per call issue, which could involve multiple calls. Outside the US and Canada calls are chargeable at the rate of \$95/hour with a minimum of \$50 per call issue, plus \$.10/minute for telephone expense, unless the customer pays to call VSI.

Pre-Arranged Non-Standard Extended Hours Pager/Telephone Support

Non-Standard Extended Hours support may be pre-arranged by calling VSI at least one full business day in advance. While the stand-by rate is \$50/hour with a minimum of 4 hours, the actual extended pager support is chargeable in the US and Canada at \$140/hour with a minimum of \$70 per issue, which could involve multiple calls. Calls outside the US and Canada are chargeable at \$140/hour with a minimum of \$70/call issue, plus any outgoing telephone expense at \$.10 per minute.

5. SUPPORT CALL PROCESS:

To provide high quality support and to effectively assign resources to incoming calls, three types of call priorities are identified as follows: Priority 1 is considered Urgent or High Priority, Priority 2 is classified as Medium Priority, and Priority 3 is deemed to be Low Priority. The criteria used to establish guidelines for these priorities are as follows:

Priority 1 – High

Consists of errors that cause unrecoverable loss or corruption of data or loss of essential software functionality that prevents Customer processing, and there is no workaround. Generally, the system would be down.

Priority 2 – Medium

Consists of errors that cause loss of essential software functionality that prevents Customer processing, but has a workaround, or loss of non-essential software functionality that does not have a workaround. Generally, the system is not down, but the problem is causing staff inconvenience.

Priority 3 – Low

Consists of errors that may be causing loss of non-essential software functionality, but have a workaround. While the system is not down generally, the Customer's operational questions need to be resolved.

Response Times

VSI will respond to Priority 1-3 support calls in accordance with The Table of Service below, and all time references are clock hours or calendar days, unless otherwise specified. The Customer will use the VSI telephone number or support email address during standard VSI business hours, as described in Section 2, or the VSI pager number during standard pager support hours, as described in Section 4. The Customer can also call the pager number to request support during pre-arranged non-standard pager support hours, as described in Section 4. The Customer and VSI support person may also use cell phones for more efficient responses.

All issues or questions reported to support are tracked via a logged support call that contains at a minimum the Customer name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of the question or issue, and any other pertinent information. The support person will provide the Customer with a call number to track each call issue. Each call will be stored in a queue and the first available support representative will be assigned to the next call issue.

While reviewing the call issue, the assigned support person will contact the Customer, if additional information is needed. The VSI support person will either resolve the issue with the Customer or advise the Customer regarding the status and the course of action being taken to resolve it. All correspondence and actions associated with a call are tracked in the support database. If the issue needs to be escalated to a development resource, the Customer will be informed. While issues escalated to development will be scheduled for resolution, they may not be resolved immediately depending on the nature and complexity of the issue. The Customer may contact the support department at its convenience for a status update on development issues.

Escalation Process

In the event that VSI is unable to provide either a permanent or a mutually acceptable temporary resolution within the applicable timeframes set forth in the Table of Service below, VSI will initiate escalation procedures at VSI's sole expense, except if due to hardware malfunctions, utility failures, air conditioning malfunctions, non VSI software problems, communications malfunctions, environmental problems, user errors or any other cause outside VSI's reasonable control, in which case VSI may charge the Customer at the hourly rates listed

in Sections 4, 6, & 7. However, VSI will continue to assist the Customer to resolve the problem, even when VSI and Customer may not agree on the cause of the problem.

Table of Service Requirements.

The table below lists the service level required by the three Priority levels described above:

Service Level Required	Priority 1	Priority 2	Priority 3
	(time measured from initial call to VSI)		
Initial Response Due	1 hour	4 hours	5 days
Correction identified and a mutually agreeable correction plan will be developed within	24 hours	7 days	As mutually agreed
Escalation Stage 1 (Support Managers)	12 hours	7 days	N/A
<i>Stage 1 Status Report Intervals</i>	Every 4 hours during standard business hours	daily	N/A
Escalation Stage 2 (Vice President of Support)	24 hours	7 days	N/A
<i>Stage 2 Status Report Intervals</i>	Every 4 hours during standard business hours	daily	N/A
Escalation Stage 3 (President)	72 hours	10 days	N/A

6. VSI SUPPORT SERVICES PRICING (Non-Military)

The US and Canada on-site training rate is \$680 per 8-hour day, plus out-of-pocket travel expenses. The VSI classroom-training rate is \$680 per 8-hour day for up to two trainees and \$150 per day for each additional trainee. Other services include 800-telephone training in the US and Canada at \$95/hour, programming at \$120/hour, and hardware and network configuration support services at \$800/day or \$120/hour. Any hours in excess of eight are chargeable. Travel time is charged at \$340 daily plus travel expenses.

7. VSI WEEKEND SUPPORT SERVICES PRICING (Non-Military):

The weekend training rate is \$1,020/day, while the hourly rate is \$130 with a two-hour minimum. If the Customer asks the VSI Trainer to stay over a weekend, in order to save on travel costs, and no training is provided, the rate is \$250/day, plus all normal travel expenses (lodging, meals, rental car, tolls).

8. ON-SITE TRAINING SHORT NOTICE CANCELLATION PENALTY:

If scheduled on-site training is cancelled with less than 3 weeks' notice, the Customer will be responsible for any travel expenses losses, as well as a \$500 penalty to partially offset VSI Trainer rescheduling costs.

9. TRAINING CANCELED DURING SCHEDULED ONSITE TRAINING WEEK:

If the Customer cancels training for any reason (weather, trainee sickness, etc) while the VSI Trainer is onsite, Customer must still pay VSI daily rates for training and travel expenses.

10. TELEPHONE SUPPORT:

800-telephone support in the US and Canada, during VSI business hours, is included in the Annual Software Maintenance and Support fee, provided that VSI has previously trained the individuals being supported. Otherwise, chargeable telephone or on-site training must be completed.

11. APPLICATION SOFTWARE SOURCE CODE:

The Source Code for the VSI application software, along with a list of licensed customers, is held in escrow by VSI's Escrow Agent, Kolvoord, Overton, & Wilson, Attorneys, at 3 Main Street, Essex Junction, Vermont 05452, Attn: Al Overton 802-878-3346. If VSI defaults in providing software maintenance support due to company failure, discontinuance of support services, or VSI's bankruptcy, the Escrow Agent will make the source code available to the Customer within 30 days of written notice by the Escrow Agent. The source code can only be used to support each VSI licensed customer.

12. DOCUMENTATION:

All documentation is provided electronically on a DVD by application and it includes the User Reference Manual, Installation Planning Guide, Reports Manual, Installation Instructions, On-Line Help, and Sample Database with Tutorial. Customers can print any number of copies needed to train their staffs and manage their operations. Hard copy manuals are available at \$75 each.

13. INSTALLATION PLANNING:

The installation planning process begins with the placing of your order. We will assist you to develop a plan, which will assign Customer and VSI responsibilities for the various elements required to successfully complete the installation and training.

14. THIRD PARTY VENDOR GENERAL LEDGER/CASH RECEIPTS INTERFACE PROCEDURES:

The VSI Trainer will configure RecTrac/GolfTrac software for the appropriate vendor interface and will show the Customer how to generate the batch export file that contains the summary or detailed transactions for the day (or any date range). At this point, it is the Customer's responsibility to contact the financial software vendor to arrange for assistance to import the daily batch file for automatic posting to the cash receipts or general ledger system. The VSI trainer is not responsible for importing the batch files into any third party application software and for contacting the vendor.

15. HARDWARE PAYMENT & WARRANTY:

Full payment for the hardware and systems software is due following delivery, after verification of the order. The verification process must be completed, so that all payments can be made within 30 days of delivery. The VSI supplied hardware includes Warranties from the manufacturers or distributors for specified periods. Please review the Warranty chart provided by VSI. After the warranty period or add-on warranty period, hardware vendors also provide time and materials maintenance support. Warranty and Maintenance Contract service provided on a Depot Basis can require several days to complete. Therefore, plan your purchases to include **spare critical units**, in order to provide your users with uninterrupted operations.

16. VSI POS HARDWARE SUPPORT:

To support our POS software applications, VSI offers a broad range of hardware computers and peripherals that we have evaluated, qualified, and configured to function properly with our software. This requires an extensive investment of resources including labor and the purchase of one or more of each type hardware product. Further, these hardware products are essential to support our customers and for testing each software upgrade. Most customers appreciate the availability of these qualified products, since it saves them from experiencing the same expensive process.

Our priority is to offer only high quality products with extended warranties at competitive prices, but not necessarily at the lowest prices. A qualified product that is competitively priced is much more important than the lowest price. More often than not a lower priced, unqualified product will eventually cost much more for all concerned. VSI hardware support policies are as follows:

Qualified POS Hardware Purchased from VSI – Full Support:

VSI will be responsible for ordering the properly configured hardware with the correct cables and other features, delivery, installation and configuration assistance, toll free telephone support, and warranty service arrangements, as needed.

Qualified POS Hardware Purchased from Another Source – Partial Support:

VSI is **not** responsible for resolving problems resulting from incorrectly ordered hardware, resulting installation and configuration problems, and warranty service arrangements. However, VSI will provide limited guidance and support, during the installation of the hardware. If issues are not resolved within a few minutes, then VSI will continue to provide toll free assistance at the standard VSI rate of \$95 per hour.

Non-Qualified POS Hardware Purchase from another Source – Limited Support:

VSI does not support non-VSI qualified POS hardware using our 800 support lines. However, if a customer calls for assistance and the VSI support person determines that the request is for a non-qualified product, he/she will discuss options as follows: 1) Select qualified hardware on the VSI price list, or 2) Discuss qualifying a new product with VSI management. If a customer requests VSI to consider qualifying a non-qualified product, we will evaluate the circumstances, and if justified, will attempt to qualify. In order to proceed, the customer must send an evaluation unit to VSI and we will attempt to qualify it at the rate of \$95/hour. The customer must specify a qualifying spending limit. If successful, VSI may or may not add the product to our price list. If added, VSI will continue to support the product as described under qualified hardware options. If not, any on-going qualifying that might be required, as a result of hardware or software upgrade changes, will be chargeable at \$95/hour.



**Proposal Summary Pricing
VSI Quote Number: 24162**

Please See Detail Breakdown
on Following Pages

EXHIBIT B

Description: Updated Pricing - Best & Final
 Prepared For: City of College Station, College Station, TX
 Contact Name: Peter Lamont, Recreation Supt
 Contact Email: plamont@cstx.gov
 Approved By: David Wirtz, Sales Manager (davew@vermontsystems.com)

Phone Number: (979)764-3731
 Fax Number:
 Quote Date: 09/07/2011

Description	Purchase Price	Annual Maint/Svs	Estimated Shipping	Total Price
RecTrac - Workgroup Multi-User Software				
Application Software	\$17,500.00	\$3,580.00	\$0.00	\$21,080.00
Progress OpenEdge Software	\$3,500.00	\$716.00	\$0.00	\$4,216.00
VSI-Add ons	\$1,500.00	\$300.00	\$0.00	\$1,800.00
Support Services - Training & Travel Expenses	\$13,180.00	\$0.00	\$0.00	\$13,180.00
Total RecTrac:	\$35,680.00	\$4,596.00	\$0.00	\$40,276.00
ID Systems - Workgroup Multi-User Software				
Application Software	\$1,080.00	\$190.00	\$0.00	\$1,270.00
Progress OpenEdge Software	\$216.00	\$38.00	\$0.00	\$254.00
Total ID Systems:	\$1,296.00	\$228.00	\$0.00	\$1,524.00
WebTrac - Workgroup Edition				
Application Software	\$8,650.00	\$2,130.00	\$0.00	\$10,780.00
Progress OpenEdge Software	\$1,730.00	\$426.00	\$0.00	\$2,156.00
VSI-Add ons	\$1,250.00	\$0.00	\$0.00	\$1,250.00
Support Services - Training & Travel Expenses	\$5,580.00	\$0.00	\$0.00	\$5,580.00
Total WebTrac:	\$17,210.00	\$2,556.00	\$0.00	\$19,766.00
PayTrac - Application Software & Hardware				
Application Software	\$750.00	\$150.00	\$0.00	\$900.00
Total PayTrac:	\$750.00	\$150.00	\$0.00	\$900.00
VSI TOTALS				
Application Software	\$27,980.00	\$6,050.00	\$0.00	\$34,030.00
Progress OpenEdge Software	\$5,446.00	\$1,180.00	\$0.00	\$6,626.00
VSI-Add ons	\$2,750.00	\$300.00	\$0.00	\$3,050.00
Support Services - Training & Travel Expenses	\$18,760.00	\$0.00	\$0.00	\$18,760.00
Grand Totals:	\$54,936.00	\$7,530.00	\$0.00	\$62,466.00

(plus tax where applicable)



RecTrac Workgroup Multi-User Software
Recreation Tracking Software
VSI Quote Number: 24162
Please Review Notes on Last Page
Software Pricing Is Valid For 120 Days
Hardware Pricing Is Subject to Change

EXHIBIT B

Description: **Updated Pricing - Best & Final**
 Prepared For: **City of College Station, College Station, TX**
 Contact Name: **Peter Lamont, Recreation Supt**
 Contact Email: **plamont@cstx.gov**
 Approved By: **David Wirtz, Sales Manager (davew@vermontsystems.com)**

Phone Number: **(979)764-3731**
 Fax Number:
 Quote Date: **09/07/2011**

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
<u>Application Software</u>					
1	Each	Activity Registration (V-RT-MU-AR)	\$2,450.00	\$2,450.00	\$440.00
1	Each	Facility Reservations (V-RT-MU-FR)	\$2,450.00	\$2,450.00	\$440.00
1	Each	Pass Management Photo (V-RT-MU-PM)	\$2,450.00	\$2,450.00	\$440.00 ₁
1	Each	Point-of-Sale/Inventory Control/Tickets (V-RT-MU-PS)	\$2,450.00	\$2,450.00	\$440.00 ₂
1	Each	League Scheduling (V-RT-MU-LS)	\$1,950.00	\$1,950.00	\$350.00
1	Each	Equipment/Site Rentals (V-RT-MU-RN)	\$1,950.00	\$1,950.00	\$350.00 ₂
1	Each	Incident Processing and Reporting (V-RT-MU-IC)	\$0.00	\$0.00	\$0.00
1	Each	Systems Administration (required) (V-RT-MU-SA)	\$400.00	\$400.00	\$400.00 ₃
18	Each	Additional Users Over 2 (concurrent) (V-RT-MU-AU)	\$300.00	\$5,400.00	\$720.00
1	Each	VSI Competition Trade-in Discount (VSI-DISCOUNT WRKGRP)	\$2,000.00-	\$2,000.00-	\$0.00
Total Application Software:				\$17,500.00	\$3,580.00
<u>Progress OpenEdge Software</u>					
1	Each	OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE)	\$3,500.00	\$3,500.00	\$716.00 ₄
Total Progress OpenEdge Software:				\$3,500.00	\$716.00
<u>VSI-Add ons</u>					
1	Each	Skylogix Facility Lighting Interface (V-RT-IN-SY)	\$750.00	\$750.00	\$150.00 ₅
1	Each	RecTrac Sungard/HTE Cash Receipts/GL Interface (V-RT-IN-GL)	\$750.00	\$750.00	\$150.00 ₆
Total VSI-Add ons:				\$1,500.00	\$300.00
<u>Support Services - Training & Travel Expenses</u>					
10	Day(s)	Municipal, On-Site, Installation & Training (X-S-TNG-01)	\$680.00	\$6,800.00	\$0.00
2	Day(s)	Travel time - per day (X-S-TNG-09)	\$340.00	\$680.00	\$0.00
10	Each	Travel Expenses - per day (estimated) (X-X-EXP)	\$330.00	\$3,300.00	\$0.00 ₇
2	Each	Airfare (estimated) (X-X-AIR)	\$1,200.00	\$2,400.00	\$0.00
Total Support Services - Training & Travel Expenses:				\$13,180.00	\$0.00
Total Software, Hardware and Support Services				\$35,680.00	\$4,596.00
Grand Total - RecTrac:				\$40,276.00	
				<small>(plus tax where applicable)</small>	



**ID Systems Workgroup Multi-User Software
Pass Management Photo/Plastic Photo ID Card System
VSI Quote Number: 24162**

Please Review Notes on Last Page
Software Pricing Is Valid For 120 Days
Hardware Pricing Is Subject to Change

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 Contact Name: **Peter Lamont, Recreation Supt**
 Contact Email: **plamont@cstx.gov**
 Approved By: **David Wirtz, Sales Manager (davew@vermontsystems.com)**

Phone Number: **(979)764-3731**
 Fax Number:
 Quote Date: **09/07/2011**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping	Annual Maint/Svs
Application Software						
1	Each	Pass Mgmt - ID Integrationw/ ID Card Layout(Wkgroup) (V-RT-MU-PMI)	\$1,080.00	\$1,080.00	\$0.00	\$190.00
Total Application Software:				\$1,080.00	\$0.00	\$190.00
Progress OpenEdge Software						
1	Each	OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE)	\$216.00	\$216.00	\$0.00	\$38.004
Total Progress OpenEdge Software:				\$216.00	\$0.00	\$38.00
Total Software, Hardware and Support Services				\$1,296.00	\$0.00	\$228.00
Grand Total - ID Systems:					\$1,524.00	
						<small>(plus tax where applicable)</small>

Notes:

ID Card hardware to be provided by City, including:
 Eltron P420 Mag Stripe ID Card printer
 Magtek readers
 Camera's (web cameras)



WebTrac Workgroup Edition
Real-Time Internet Software
VSI Quote Number: 24162
 Please Review Notes on Last Page
 Software Pricing Is Valid For 120 Days
 Hardware Pricing Is Subject to Change

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 Contact Email: **plamont@cstx.gov**
 Approved By: **David Wirtz, Sales Manager (davew@vermontsystems.com)**

Phone Number: **(979)764-3731**
 Fax Number:
 Quote Date: **09/07/2011**

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
Application Software					
1	Each	WebTrac Internet Software (V-WT-MU-IS)	\$5,450.00	\$5,450.00	\$1,090.00 ⁸
1	Each	WebTrac Activity Registrations (V-WT-MU-AR)	\$1,450.00	\$1,450.00	\$290.00 ⁹
1	Each	WebTrac Facility Reservations (V-WT-MU-FR)	\$1,250.00	\$1,250.00	\$250.00 ⁹
1	Each	WebTrac Pass Registrations/Renewal (V-WT-MU-PM)	\$1,250.00	\$1,250.00	\$250.00 ⁹
1	Each	25 RecTrac/WebTrac Agents (V-WT-MU-AU)	\$1,250.00	\$1,250.00	\$250.00
1	Each	VSI Competition Trade-in Disocunt (VSI-WEBDISCOUNT16-39)	\$2,000.00-	\$2,000.00-	\$0.00
Total Application Software:				\$8,650.00	\$2,130.00
Progress OpenEdge Software					
1	Each	OpenEdge V10 Application Server (T-PG-MU-WB)	\$1,730.00	\$1,730.00	\$426.00 ¹⁰
Total Progress OpenEdge Software:				\$1,730.00	\$426.00
VSI-Add ons					
1	Each	WebTrac Standard Brochure Interface (V-WT-IN-SB)	\$0.00	\$0.00	\$0.00 ¹¹
1	Each	WebTrac First Style Sheet Service Intital & Major (V-WT-IN-SS-1)	\$750.00	\$750.00	\$0.00 ¹²
1	Each	Standard Splash Page Options (V-WT-CP-SP)	\$500.00	\$500.00	\$0.00 ¹³
Total VSI-Add ons:				\$1,250.00	\$0.00
Support Services - Training & Travel Expenses					
4	Day(s)	Municipal, On-Site, Installation & Training (X-S-TNG-01)	\$680.00	\$2,720.00	\$0.00
1	Day(s)	Travel time - per day (X-S-TNG-09)	\$340.00	\$340.00	\$0.00
4	Each	Travel Expenses - per day (estimated) (X-X-EXP)	\$330.00	\$1,320.00	\$0.00 ⁷
1	Each	Airfare (estimated) (X-X-AIR)	\$1,200.00	\$1,200.00	\$0.00
Total Support Services - Training & Travel Expenses:				\$5,580.00	\$0.00
Total Software, Hardware and Support Services				\$17,210.00	\$2,556.00
Grand Total - WebTrac:				\$19,766.00	
<small>(plus tax where applicable)</small>					

Notes:

- Hardware options to be provided by City (must be tested to confirm that they function in RecTrac), including:
 Cash Drawers
 Receipt Printers
 Readers



PayTrac Application Software & Hardware
Credit and Debit Card, Electronic Check, & Gift Card Interface
VSI Quote Number: 24162

Please Review Notes on Last Page
 Software Pricing Is Valid For 120 Days
 Hardware Pricing Is Subject to Change

EXHIBIT B

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 Contact Email: **plamont@cstx.gov**
 Approved By: **David Wirtz, Sales Manager (davew@vermontsystems.com)**

Phone Number: **(979)764-3731**
 Fax Number:
 Quote Date: **09/07/2011**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping	Annual Maint/Svs
Application Software						
1	Each	VSI Credit Card External Redirect Interface (V-PT-IN-ERI)	\$750.00	\$750.00	\$0.00	\$150.00 ¹⁴
Total Application Software:				\$750.00	\$0.00	\$150.00
Total Software, Hardware and Support Services				\$750.00	\$0.00	\$150.00
Grand Total - PayTrac:					\$900.00	
					<small>(plus tax where applicable)</small>	



Proposal Summary Pricing VSI Quote Number: 24162

Please See Detail Breakdown
on Following Pages

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Quote Date: **09/07/2011**

- 1 Standard PMP software enables (optional) capture of photo image during registration, and display of photo during Visit Check-In. You can also add the PMP ID software interface to print multi-color plastic photo ID cards.
- 2 In order to use the graphical touch screen option in other modules, you must also license the POS Inventory module.
- 3 The Workgroup System is quoted for those organizations with 2-39 concurrent users. The pricing for the actual number of licensed concurrent users is found on the RecTrac quote page under the Application Software section. Two concurrent users are included with the purchase of the first RecTrac module. Additional concurrent users are priced as Additional Users Over 2 (concurrent).
- 4 VSI uses 4GL Progress V10 OpenEdge software to develop and deploy its' Release 10 software applications, The Progress software includes Client Networking, WebClient, SQL Client Access, ODBC/JDBC Drivers, & AppServer Internet Adapter. VSI also embeds the required Progress OpenEdge Workgroup RDBMS (Relational Database Management Software) with its' applications.
- 5 Skylogix will discuss your hardware and installation needs with you, and then provide you or VSI with a price quote for hardware, central service, and installation services. Point of Contact is Gregg Watkins g Watkins@aol.com (800) 650-1913.
- 6 You can select any of the current nearly 100 standard GL interfaces and 4 AP interfaces at this price. If a custom interface is needed, VSI will provide a quote, after reviewing the requirements. The implementation procedures for all interfaces are as follows: The VSI trainer will select (default) the appropriate vendor interface in RecTrac/GolfTrac and show customer how to generate the batch export file that contains the summary or detailed transactions for the day (or any date range). At this point, it is the customer's responsibility to contact the financial software vendor to arrange for assistance to import the batch file for posting to the cash receipts or general ledger system.
- 7 The included expenses are ESTIMATED for airfare, lodging, meals, and rental vehicle (for non-flying trips, car rental can be more due to tolls and gasoline usage). Actual expenses are billed after each trip.
- 8 WebTrac enables your customers to process RecTrac transactions real-time using a browser via the internet.
- 9 WebTrac modules require respective RecTrac licensed modules in order to process web transactions.
- 10 VSI uses the Progress Application Development & Deployment software to develop and deploy our Web applications that provide real-time Web transaction processing in RecTrac and GolfTrac. The software includes 25 Agents for processing Web transactions, and each Agent can service multiple requests to process hundreds of simultaneous transactions. Add (1) RecTrac User per Agent.
- 11 The WebTrac base pricing includes the customizable Standard Brochure Interface. If you desire a custom brochure layout beyond the standard options, a fee of 1000.00 will be charged for the custom programming.
- 12 VSI will customize the WebTrac stylesheet to match the appearance of your web site as closely as possible. After you have finalized your WebTrac page specifications, you will be asked to sign an approval form. VSI will provide the stylesheet programming services and then you will be asked to verify that the results match your specs. If you asked for additional changes following the completion of the initial styling then each major change request is priced at \$750.00. Minor & Seasonal change requests are priced at \$375.00 each.
- 13 The Standard Splash Page Option gives you the choice of one of 10 Standard Splash page options. Our 10 standards are available on our website to "try out", helping you to decide which option is best for your organization.

The \$500 fee includes our support personnel assisting in the implementation of the template on your site. This typically takes 2-4 hours. Any time over 4 hours due to changes the customer asks for, will be charged at \$95/hr. If you want design changes requiring the development team to any of the standard templates, we will provide you a quote for Custom Programming @ \$120/hour.



**Proposal Summary Pricing
VSI Quote Number: 24162**

Please See Detail Breakdown
on Following Pages

EXHIBIT B

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Fax Number:
Quote Date: **09/07/2011**

-
- 14 Depending on the Gateway you select, there could be setup fees charged by the Gateway up to \$150 per merchant account. There also could be transaction fees up to .075 cents per transaction.

ADDITIONAL REMARKS SCHEDULE

AGENCY The Allen Agency, Inc.		NAMED INSURED Vermont Systems, Inc.	
POLICY NUMBER		Essex Jct, VT 05452	
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: **ACORD Certificate of Liability Insurance**

CERTIFICATE HOLDER: **CITY OF COLLEGE STATION**

Garage Liability

INSR ADD'L LTR INSRD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
ANY AUTO					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$

Automobile Liability

POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)

Excess/Umbrella Liability

POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
			\$
			\$

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V -- DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

October 13, 2011
Consent Agenda Item No. 2L
Annual Purchase Order for Liquid Chlorine

To: David Neeley, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding approval of the second renewal of a joint-bid contract with the City of Bryan with DXI Industries for the purchase of bulk chlorine. The estimated annual expenditure is \$77,220.

Recommendation: Staff recommends approval.

Summary: Chlorine is added to our public water supply to ensure disinfection and to meet Texas Department of Health requirements. This commodity was a joint bid with the City of Bryan as bid 09-178. DXI is offering to renew the agreement for both Cities at the same price as last year's agreement, \$594.00 per one ton container. This will be the second renewal of this contract. Since this is a fair and reasonable price, and both City staffs are pleased with DXI's service, we recommend approval of the contract renewal.

Budget & Financial Summary: Water operating funds are budgeted and available for this item.

Attachment:
Renewal agreement

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew bid #09-178, for liquid chlorine, in accordance with all terms and conditions previously agreed to and accepted in an amount not to exceed \$77,220.00.

I understand this renewal term will be for the period beginning September 24, 2011 through September 23, 2012.

DXI INDUSTRIES



AUTHORIZED REPRESENTATIVE

9-14-2011

DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE

City Attorney

DATE

Executive Director of Business Services

DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Per Harris

This instrument was acknowledged on the 14th day of September, 2011,
by John Sauckers in his/her capacity as Field Sales Representative of
DXI Industries, Inc a TEXAS Corporation, on behalf of said corporation.

Ellen E. Oneil
Notary Public in and for the
State of Texas

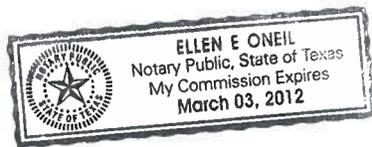
STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2011,
by _____, in her capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas



**October 13, 2011
Consent Agenda Item No. 2m
Property Casualty Insurance Policies for Fiscal Year 2012**

To: David Neeley, City Manager

From: Alison Pond, Human Resources Director

Agenda Caption: Presentation, possible action, and discussion regarding City of College Station Excess Liability and Workers' Compensation Insurance, Property/Boiler & Machinery, Commercial Crime, EMT Liability, and Auto Property Damage policies for Fiscal Year 2012. FY12 premiums have decreased 4 percent from FY11 premiums.

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

Recommendation(s): The City of College Station Human Resources Department recommends

Policy Type	FY 2012 Premium	FY2011 Premium	Savings/increase
Excess Liability/Workers' Compensation with Star National Insurance Co.	\$204,373.00	214,453.00	-\$10,080.00
Property/Boiler and Machinery with Affiliated FM	\$93,518.00	92,088.00	1,430.00
Crime Coverage with Great American Insurance	\$2,299.00	2,000.00	299.00
EMT Liability with Western World Insurance Co.	\$5,077.64	5,077.64	\$0.00
Auto Property Damage Insurance with Great American Insurance	\$24,530.00	29,890.00	-\$5,360.00
Total Premiums	\$329,797.64	343,508.64	
Net Savings/Increase			-13,711.00

approval of these insurance policies for the period October 1, 2011 to September 30, 2012.

Summary: Human Resources Risk Management completed applications to exercise the first renewal option for Excess Liability & Workers Compensation, Property/Boiler & Machinery, Commercial Crime, Auto Property Damage, and EMT Liability insurance policies. Sole Broker of Record McGriff, Seibels, and Williams of Texas, Inc., submitted the City's applications to the appropriate carriers. The City's FY2011 Property and Excess Liability & Workers' Compensation policies locked in a three-year rate guarantee, and all policies included two one-year renewals. Limits of liability and deductibles remain the same as in FY11. Reduced annual payroll estimates for FY12 resulted in a 4.7 percent reduction in the Workers Compensation premium. A reduction in fleet values resulted in an 18 percent reduction in Auto Property Damage premium. Commercial crime coverage increased slightly, as a result of a slight increase in revenues. City property values experienced a net increase, with some properties sold and other properties added or increased in value, resulting in a 1.6 percent increase in the Property premium. Overall, total insurance premiums are reduced by \$13,711, or approximately 4 percent.

Budget & Financial Summary: Funds are available in the FY12 budget in the Property/Casualty Fund and the Workers Compensation Fund.

Attachments:

Broker's Recommendation Letter for Excess Liability & Workers' Compensation, Property/Boiler & Machinery, Commercial Crime, Auto Property Damage for vehicles valued over \$50,000, and EMT liability insurance.



MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.

5080 Spectrum Drive, Suite 900E, Addison, TX 75001 Tel (469) 232-2100 Fax (469) 232-2101

September 30, 2011

Ms. Retha Blakely
Risk Management Department
City of College Station
1101 Texas Ave.
College Station, TX 77840

Re: Property and Casualty Insurance Renewal Recommendation

Retha,

Thank you for the opportunity to work with the City again this year on your insurance program for Property and Casualty Insurance. Your insurance program consist of the following coverages:

Excess Liability
Excess Workers' Compensation
Commercial Crime
Auto Property Damage
EMT Liability
Property and Boiler & Machinery

The renewal premiums are as follows:

Excess Liability and Workers' Compensation

Star Insurance provides a package program that includes all Excess Liability lines and Excess Workers' Compensation. This package program is the lowest cost proposal that meets the City's insurance requirements. This is the second year of a three year rate guarantee. The City's payroll decreased by 4.7%, therefore the premium decreased also by 4.7% or \$10,080.

It is our recommendation that the City renew the Star Insurance policy for Excess Liability and Workers' Compensation Insurance for the premium of \$204,373.

Commercial Crime

Great American provides the Commercial Crime Insurance and meets City requirements for this coverage. Due to a slight increase in revenues by the City, the premium increased \$299.

It is our recommendation that the City renew the Great American Insurance policy for Commercial Crime Insurance for the premium of \$2,299.

Auto Property Damage

Great American provides the Auto Property Damage Insurance and meets City requirements for this coverage. Great American quoted a flat rate renewal. The City's fleet values were down this year by 18% so the renewal premium is also reduced by that amount or \$5,360.

It is our recommendation that the City renew the Great American Insurance policy for Auto Property Damage Insurance for the premium of \$24,530.

EMT Liability

Western World provides the EMT Liability. The proposal is a renewal of the existing policy at the same terms, conditions, and premium as expiring.

It is our recommendation that the City renew the Western World Insurance policy for EMT Liability Insurance for the premium of \$5,077.64.

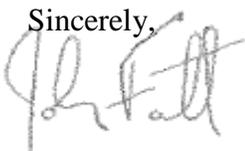
Property and Boiler & Machinery

Affiliated FM provides the Property and Boiler & Machinery coverage. Affiliated FM quoted a flat rate renewal. The City increased their property values by 1.6% over the expiring values. This translates into a \$1,430 increase in premium.

It is our recommendation that the City renew the Affiliated FM insurance policy for Property and Boiler & Machinery insurance for the premium of \$93,518.

Thank you for the opportunity to work with the City of College Station. With the changes in values and the flat renewals, the insurance program has a total reduction in premium of **\$13,711** under the expiring program. Please let us know if you have any questions regarding these evaluations.

Sincerely,



Johnny Fontenot, CPCU, ARM, AIC
Executive Vice President

October 13, 2011
Consent Regular Agenda Item No. 2n
Emulsified Asphalt Products Annual Price Agreement

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion regarding award of Bid #11-125 to Ergon Asphalt & Emulsions to provide emulsified asphalt products for the maintenance of streets in an amount not to exceed \$406,348.00.

Relationship to Strategic Goals: Goal I: Financially Sustainable City Providing Response to Core Services and Infrastructure.

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

Summary: Public Works utilizes several emulsified asphalt products to rehabilitate and repair asphalt pavement. The HFRS 2-P is used for chip seals and is designed for use with distributor trucks; CRS-2 is used with the Road Patcher One Man Truck for preventive maintenance; and SS-1 is used as a tack coat for asphalt failure repairs when using fresh Hot Mix Asphalt.

Ergon Asphalt & Emulsions submitted the only bid to provide emulsified asphalt products for the maintenance of streets in the City. The bid was included three options to provide staff with flexibility – an annual price, semi-annual price, and a quarterly price. Ergon offered the same unit prices for each of the three options. The cost per gallon of HFRS delivered for the annual option is a reduction of 13% since June 25, 2008, the date of the last bid. Likewise, this bid is a reduction of approximately 25% for CRS-2 since the 2008 bid. This is the first year to include SS-1 in the bid.

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

Attachments:

1. Tabulation of Bid 11-125



City of College Station - Purchasing Division
 Bid Tabulation for #11-125
 "Annual Emulsified Asphalt Products"
 Open Date: Thursday, September 15, 2011 @ 2:00 p.m.

Annual Estimates				Ergon Asphalt & Emulsions	
Item	Est.			Unit	Total
No.	Qty.	Unit	Description	Price	Price
1	100000	gal	Emulsion, HFRS (Delivered)	\$ 3.0006	\$ 300,060.00
2	20000	gal	Emulsion, CRS (Delivered)	\$ 2.3894	\$ 47,788.00
2b	20000	gal	Emulsion, CRS (Pickup by City)	\$ 2.2500	\$ 45,000.00
3	6000	gal	Emulsion, Anionic SS-1 (Pickup by City)	\$ 2.2500	\$ 13,500.00
4	6000	gal	Cutback, Medium Curing MC-30 (Pickup by City)		\$ -

Total \$ 406,348.00

Semi-Annual Estimates				Unit	Total
Item	Est.			Price	Price
No.	Qty.	Unit	Description	Price	Price
1	50000	gal	Emulsion, HFRS (Delivered)	\$ 3.0006	\$ 150,030.00
2	10000	gal	Emulsion, CRS (Delivered)	\$ 2.3894	\$ 23,894.00
2b	10000	gal	Emulsion, CRS (Pickup by City)	\$ 2.2500	\$ 22,500.00
3	3000	gal	Emulsion, Anionic SS-1 (Pickup by City)	\$ 2.2500	\$ 6,750.00
4	3000	gal	Cutback, Medium Curing MC-30 (Pickup by City)		\$ -

Total 1&2&2b \$ 203,174.00

Quarterly Estimates				Unit	Total
Item	Est.			Price	Price
No.	Qty.	Unit	Description	Price	Price
1	33000	gal	Emulsion, HFRS (Delivered)	\$ 3.0006	\$ 99,019.80
2	6600	gal	Emulsion, CRS (Delivered)	\$ 2.3894	\$ 15,770.04
2b	6600	gal	Emulsion, CRS (Pickup by City)	\$ 2.2500	\$ 14,850.00
3	1500	gal	Emulsion, Anionic SS-1 (Pickup by City)	\$ 2.2500	\$ 3,375.00
4	1500	gal	Cutback, Medium Curing MC-30 (Pickup by City)		\$ -

Total 1&2&2b \$ 133,014.84

Certification Y

Federal Environmental Fee will be added to above prices at a rate of \$.4424/ton for asphalt & polymer loads or \$.00133/gal for Exceptions emulsion loads.

October 13, 2011
Regular Agenda Item No. 1
Rezoning for 2672 Horse Haven Lane

To: David Neeley, City Manager

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

Agenda Caption: Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning 8.11 acres located at 2672 Horse Haven Lane from R-1 Single-Family Residential and A-O Agricultural-Open to PDD Planned Development District.

Recommendation(s): The Planning and Zoning Commission considered this item at their September 15, 2011 meeting and voted 5-0 to recommend approval. Staff also recommended approval of the request.

Summary: The Unified Development Ordinance provides the following review criteria for zoning map amendments:

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The Comprehensive Plan Future Land Use and Character Map designates the subject property as General Commercial. The General Commercial land use designation is generally for areas that include office, retail, restaurants, and other high-intensity commercial uses. The uses proposed with this requested PDD include self-storage and an accessory office, both of which are appropriate for the General Commercial land use designation. However, the proximity to existing residential uses puts the proposed land use at risk of conflict with the Neighborhood Integrity portion of the Comprehensive Plan. In order to address these potential conflicts, the developer has made additions to the proposal that will increase the uses compatibility to the neighborhood.
- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The subject property is currently zoned A-O Agricultural Open and R-1 Single-family Residential. The property is bound on the north side by Horse Haven Lane, which was built as a Local Street and was later designated as a Minor Collector on the Thoroughfare Plan. To the northeast and east sit eleven single-family lots, all built upon except one, that are zoned R-1 Single-family Residential, and the pasture portion of a small ranch zoned A-O Agricultural-Open. The City of College Station has acquired Greenway property to the south and Academy Sporting Goods is developed as a PDD to the west. The proposed use is compatible to Academy and the neighboring Gander Mountain store. The developer is proposing numerous site attributes and community benefits, many shown on the PDD Concept Plan, to lessen the visual and audible impact of the use. These elements are being provided to increase the compatibility of the proposed use to the surrounding residential neighborhood. In addition the lesser intense commercial use acts as a transition from the intense retail uses along State Highway 6 to the single-family units.

3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The subject property is located between Academy and Horse Haven Subdivision. Being previously developed as a well site and having an active telecommunications tower on the west side makes this site more appropriate for non-residential development. The proposed use will act as a transition between the intense retailers along State Highway 6 and the single-family development to the east. In addition, this site will be dedicating a multi-use path along the eastern border of the developing portion and will be dedicating a blanket public access easements over the rear "Open Space" portion during the platting process. This will further enable future pedestrian and cyclist connectivity from Horse Haven to Raintree Subdivisions.
4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property is currently zoned R-1 Single-family Residential, which allows for high-density, detached, single-family residential uses. The suitability of the use is compromised due to the active telecommunications tower on the west side of the property. In addition, its proximity to two major retailers, Gander Mountain and Academy, leaves the property less appropriate for single-family development.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The marketability of the subject property as a single-family development is likely lessened by the existence of an active telecommunications tower on site. In addition, the configuration of the property would prove difficult for residential development since a local street would be required to provide access to internal lots. This right-of-way would either be a cul-de-sac, thus limiting the number of lots that could be developed due to accessibility, or a loop that would increase the amount of right-of-way required and therefore reduce the number of lots. However, a self-storage facility will be able to serve the residential uses in the general area.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** The subject tract is located adjacent to an 8-inch water system which runs along Horse Haven Lane. The subject tract is located adjacent to an 18-inch sanitary sewer main found on the western property boundary. The site is in the Wolf Pen Creek Drainage Basin, and is encroached by FEMA Regulated Flood Plain Zone AE per FEMA FIRM Panel 144C & 163D. Per the zoning request, the portion of floodplain encroaching into the property is to remain as open space. Future development of the tract will be required to meet the City's Storm Water Design Guidelines. The subject tract will take access from Horse Haven Lane, which is designated as a two-lane Minor Collector on the City's Thoroughfare Plan.

REVIEW OF CONCEPT PLAN

The applicant has provided the following information related to the purpose and intent of the proposed zoning district:

"To construct a personal storage facility for the surrounding community."

The proposed concept plan includes a self-storage facility, an accessory office, open space, and a multi-use path. Outdoor storage and the storage of moving trucks is expressly prohibited. The total building square footage is proposed to range between 25,000 and 35,000. The exterior buildings (along horse haven lane, the multi-use path, and next to Academy) will be a maximum of 25-feet high and the interior buildings will have a maximum height of 10-feet. Roof

pitch will be a minimum of 4:12 for the buildings facing Horse Haven Lane, the multi-use path, and the building closet to Academy. Interior buildings are proposed to have a minimum of a 1:12 pitch (flat roof).

Base Zoning and Meritorious Modifications

The applicant is proposing to develop using the C-1 General Commercial zoning classification standards for the requested PDD, while limiting the uses to self-storage and accessory office. At the time of plat and site plan, the project will need to meet all applicable site development standards and platting requirements of the UDO for the C-1 General Commercial zoning classification, except where meritorious modifications are granted with the PDD zoning. The applicant is requesting the following meritorious modifications:

1. UDO Section 7.6 “Buffer”

This section of the UDO requires a wall to be constructed between commercial and residential developments. However, Staff and the applicant were concerned of the safety of creating a “canyon effect” for the multi-use path that would discourage its use and reduce safety. In lieu of a wall, the applicant is proposing a decorative wrought iron fence and double landscaping along the eastern side of the developing portion. This will enable some visibility into the commercial site to allow people inside the development to see what is happening along the path, and the open side will increase air flow making it a more comfortable environment. In addition, the fence is proposed to be located on the development side of the buffer to allow the buffer landscaping to contribute to the aesthetics of the multi-use path and to create a wider area for bike and pedestrian traffic. This is in lieu of placing the buffer wall or fence less than one foot from the property line as required by this section.

2. UDO Section 8.2.G.2 “Blocks”

According to subdivision regulations, block length must be broken along a street with a Restricted Thoroughfare Plan designation. The community and City Council has previously determined that Appomattox is not intended to connect between the Horse Haven and Raintree Subdivisions. Therefore, the applicant is requesting a modification to this requirement, and instead proposing to dedicate a 20-foot wide multi-use path and construct a 10-foot wide path along the eastern side of the developing portion of the property. This path location was determined by the Bicycle, Pedestrian, Greenways Master Plan. In addition, the developer has agreed to dedicate a blanket public access easement on the “Open Space” portion with the option for a future multi-use path dedication.

The Unified Development Ordinance provides the following review criteria for PDD Concept Plans:

1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area: Facades facing Horse Haven Lane, the multi-use path, and the office building facing Academy will have 50-percent masonry (stone, brick, tile, or a concrete product simulating one of these materials), excepting all doors and windows. Low-profile roofs, both pitched and flat will be muted colors to decrease the visual impact of the use. A sidewalk connection will be made between the 10-foot wide multi-use path sidewalk and an existing public access easement sidewalk. Also, residential noise restriction

will be placed on the development to eliminate potential use incompatibilities. Freestanding signage will be limited to low-profile to reduce the amount of visual clutter upon entering the neighborhood.

2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section: The Concept Plan reflects the policies, goals and objectives of the Comprehensive Plan as it relates to land use and character, connectivity, and neighborhood integrity. The General Commercial designation in the Comprehensive Plan Land Use Map is intended for areas that include intense commercial activity, as proposed with this PDD. The Bicycle, Pedestrian, Greenways Master Plan is being followed with the proposed multi-use path. In addition, several components are proposed to promote and protect neighborhood integrity.

- a) Building facades facing Horse Haven Lane, the multi-use path, and the office building facing Academy will have 50-percent masonry (stone, brick, tile, or a concrete product simulating one of these materials), excepting all doors and windows.
- b) An arch will be constructed at the entrance of the multi-use path.
- c) Decorative wrought iron fencing will be provided along the multi-use path and at the rear of the developing area.
- d) Freestanding signage will be limited to low profile only.
- e) The buffer landscaping will be doubled.
- f) Residential noise restriction will be implemented.
- g) The dumpster will be placed in a conscientious location.
- h) Site lighting will be attached to the building, and will not include pole mounted lights.

3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development: The proposed land use, with additional compatibility components, acts as a development transition between Academy and Horse Haven Subdivision. The multi use path with additional landscaping, an arched entrance and bench, and a connection to an existing public access easement may be considered a benefit to the community. While downcast lights attached to the buildings, strategic dumpster location, increased masonry, decorative, fencing, pitched roofs, and noise restrictions all contribute to the use compatibility.

4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association: There are no residential uses proposed for this development.

5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities: Public improvements will include the sidewalk along Horse Haven Lane; the 20-foot wide multi-use path with a 10-foot wide sidewalk, a bench, and decorative arch to identify the multi-use path entrance; a connector sidewalk to the existing public access easement that projects from Horse Haven Subdivision

into the subject property; and the "Open Space," which will have a blanket public access easement upon platting.

6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity: Along with bicycle and pedestrian improvements to increase safety conditions, this proposed PDD includes the implementation of residential noise level restrictions for the commercial development, locating the dumpster on the side farthest from residential uses, and combining a required buffer with a 20-foot wide multi-use path to create a 35-foot wide area between the residential fence and the development's fence. In addition, pitched roofs are proposed in strategic locations to create harmony between the commercial and residential uses.

7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area: The proposed development will increase safety by adding a sidewalk along Horse Haven Lane, a multi-use path containing a 10-foot wide sidewalk, and a varying width connector sidewalk to the Horse Haven Subdivision access easement and sidewalk. A traffic impact analysis was not requested for this project due to the traffic level (144 trips per peak hour) estimated to be generated by this proposal.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Draft Planning & Zoning Commission Minutes – September 15, 2011
4. Ordinance

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: September 15, 2011

Advertised Council Hearing Dates: October 13, 2011

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

None.

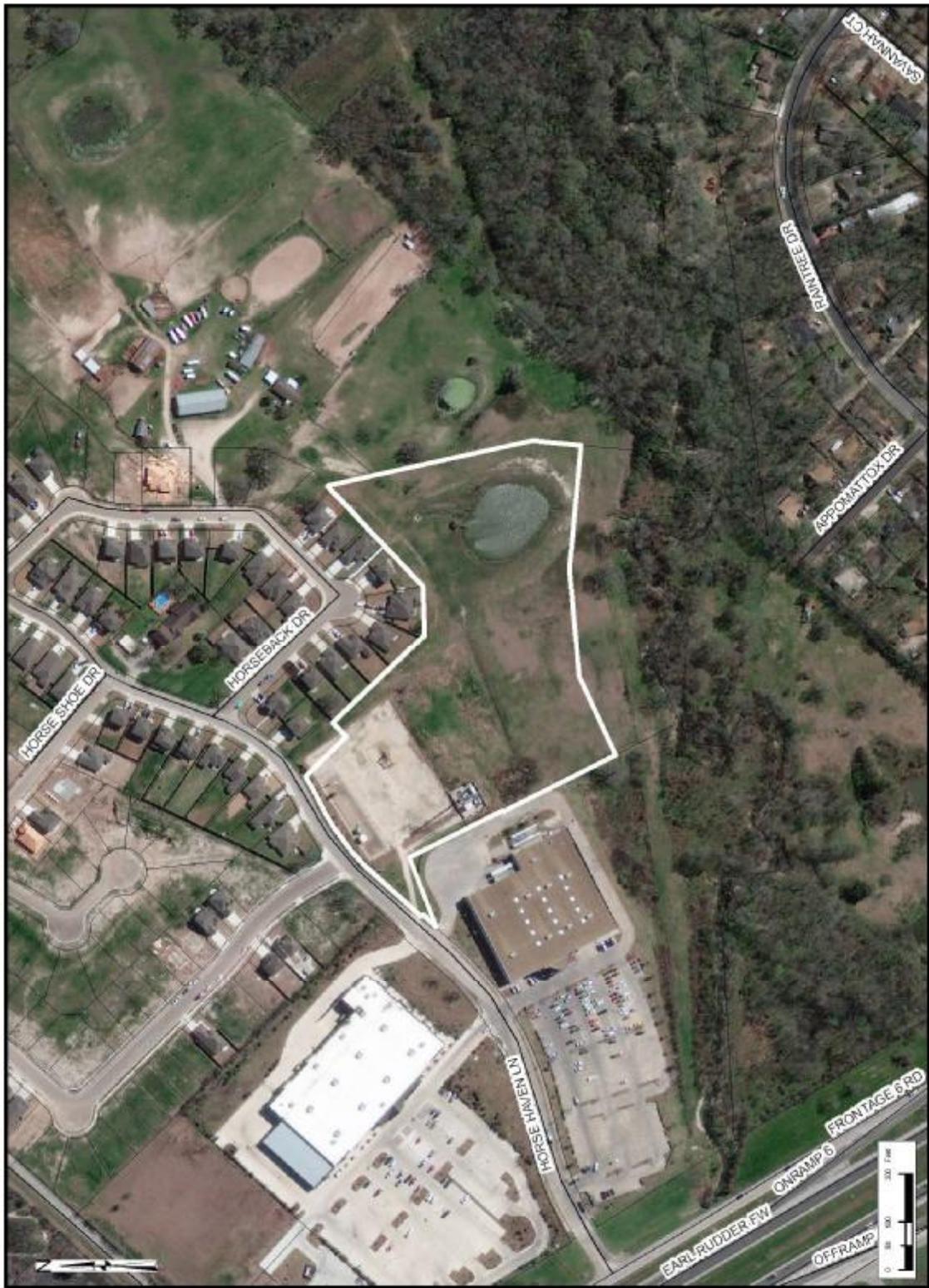
Property owner notices mailed: 31
 Contacts in support: None
 Contacts in opposition: One- This person is concerned about a commercial development injuring their property value.
 Inquiry contacts: Three- All inquirers were amenable to the development.

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	2-Lane Minor Collector	N/A	Horse Haven Lane
South	Natural Areas-Reserved	A-O Agricultural-Open	Vacant (City property)
East	Natural Areas-Reserved	R-1 Single-Family Residential ----- A-O Agricultural-Open	Horse Haven Subdivision ----- Vacant portion of larger property
West	Natural Areas-Reserved and General Commercial	PDD Planned Development District	Academy

DEVELOPMENT HISTORY

Annexation: September 1977
Zoning: A-O Agricultural-Open (upon annexation)
 R-1 Single-family Residential (2004, front portion only)
Final Plat: Unplatted.
Site development: This site was previously developed as an oil well, but is currently vacant with the exception of a telecommunication tower.

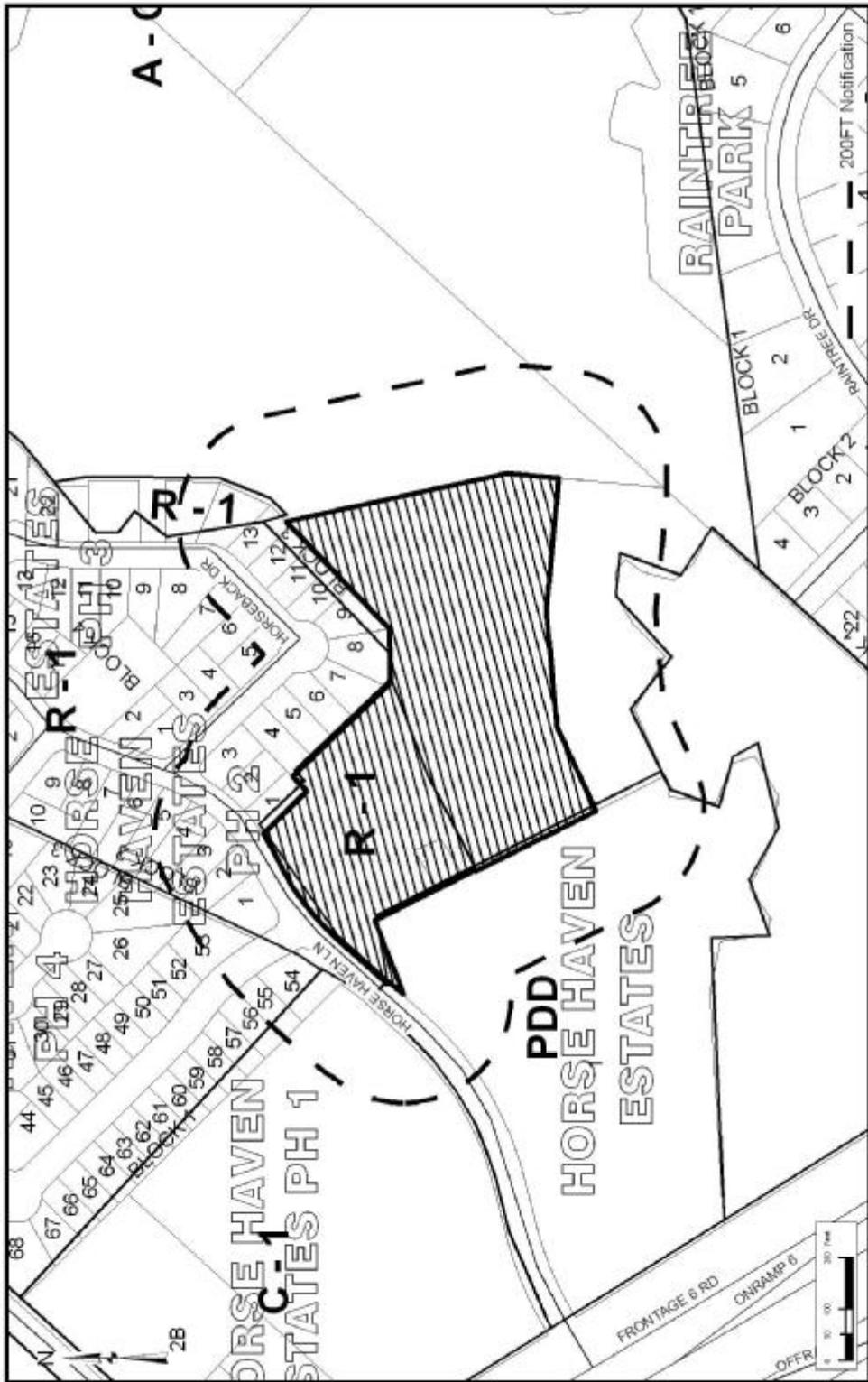


REZONING
Case: 11-112

2672 HORSE HAVEN LN

DEVELOPMENT REVIEW





Zoning Districts	
A-O	Agricultural Open
A-OR	Rural Residential Subdivision
R-1	Single Family Residential
R-1B	Single Family Residential
R-2	Duplex Residential
R-3	Townhouse
R-4	Multi-Family
R-6	High Density Multi-Family
R-7	Manufactured Home Park
A-P	Administrative/Professional
C-1	General Commercial
C-2	Commercial-Industrial
C-3	Light Commercial
M-1	Light Industrial
M-2	Heavy Industrial
C-U	College and University
R & D	Research and Development
P-MUD	Planned Mixed-Use Development
PDD	Planned Development District
MPC	Wolf Pen Creek Dev. Corridor
NG-1	Core Nontillage
NG-2	Transitional Nontillage
NG-3	Residential Nontillage
OV	Corridor Overlay
RDD	Redevelopment District
KO	Korenek Tap Overlay

DEVELOPMENT REVIEW **REZONING**

2672 HORSE HAVEN LN Case: 11-112





MINUTES
PLANNING & ZONING COMMISSION
Regular Meeting
September 15, 2011, 7:00 p.m.
City Hall Council Chambers
College Station, Texas

COMMISSIONERS PRESENT: Chairman Mike Ashfield, Jodi Warner, Bo Miles, Jerome Rektorik, Jim Ross

COMMISSIONERS ABSENT: James Benham and Craig Hall

CITY COUNCIL MEMBERS PRESENT: Karl Mooney

CITY STAFF PRESENT: Bob Cowell, Lance Simms, Molly Hitchcock, Joe Guerra, Alan Gibbs, Jennifer Prochazka, Morgan Hester, Lauren Hovde, Venessa Garza, Adam Falco, Brittany Caldwell, and April Howard

1. Call meeting to order.

Chairman Ashfield called the meeting to order at 7:00 p.m.

Regular Agenda

5. Public hearing, presentation, possible action, and discussion regarding a request to rezone 8.11 acres located at 2672 Horse Haven Lane, generally located behind Academy, from R-1 Single-Family Residential and A-O Agricultural-Open to PDD Planned Development District. **Case # 11-00500116 (LH) (Note: Final action on this item is scheduled for the October 13, 2011 City Council Meeting – subject to change)**

Staff Planner Hovde presented the rezoning and recommended approval.

There was general discussion regarding the rezoning.

Alton Ofczarzak, property owner, stated that he was available for questions.

Chairman Ashfield opened the public hearing.

No one spoke during the public hearing.

Chairman Ashfield closed the public hearing.

Commissioner Ross motioned to recommend approval of the rezoning. Commissioner Rektorik seconded the motion, motion passed (5-0).

7. Adjourn.

The meeting was adjourned at 7:15 p.m.

Approved:

Mike Ashfield, Chairman
Planning & Zoning Commission

Attest:

Brittany Caldwell, Admin Support Specialist
Planning & Development Services

ORDINANCE NO. _____

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, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PASSED, ADOPTED and APPROVED this 13th day of October, 2011

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from R-1 Single-Family Residential and A-O Agricultural-Open to PDD Planned Development District for the development of a storage facility and dedication of open space, with the restrictions listed in Exhibit "B", described in Exhibit "C", and graphically described in Exhibit "D", and in accordance with the Concept Plan shown in Exhibit "E" and as shown graphically in Exhibit "F":

EXHIBIT “B”

Purpose & Intent:

“To construct a personal storage facility for the surrounding community.”

Permitted Uses:

Tract 1: Self-Storage Facility (outdoor storage and storage of moving equipment/vehicles not included)

Tract 1: Accessory office

Tract 2: Open Space

Architectural Design

Facades facing Horse Haven Lane, the multi-use path, and the office building facing Academy will have 50-percent masonry (stone, brick, tile, or a concrete product simulating one of these materials), excepting all doors and windows. The total building square footage is proposed to range between 25,000 and 35,000. The exterior buildings (along horse haven lane, the multi-use path, and next to Academy) will be a maximum of 25-feet high and the interior buildings will have a maximum height of 10-feet. Roof pitch will be a minimum of 4:12 for the buildings facing Horse Haven Lane, the multi-use path, and the building closet to Academy. Interior buildings are proposed to have a minimum of a 1:12 pitch (flat roof). Low-profile roofs, both pitched and flat will be muted colors to decrease the visual impact of the use.

Signs

Freestanding signage will be limited to a low-profile option.

Lighting

Pole mounted signs are prohibited. Site lighting will be attached to the buildings and projected downward.

Base Zoning and Meritorious Modifications

The base zoning is C-1 General Commercial, while limiting the uses to self-storage and accessory office. At the time of plat and site plan, the project will need to meet all applicable site development standards and platting requirements of the UDO for the C-1 General Commercial zoning classification, except where the following meritorious modifications are granted with the PDD zoning.

1. UDO Section 7.6 “Buffer”

In lieu of a wall, a decorative wrought iron fence and double landscaping along the eastern side of the developing portion will be provided. The fence is proposed to be on the interior side of the buffer to keep the buffer area open to the multi-use path.

2. UDO Section 8.2.G.2 “Blocks”

A 20-foot wide multi-use path will be dedicated and a 10-foot wide path will be constructed along the eastern side of the developing portion of the property. A blanket public access easement will be dedicated on the “Open Space” portion (Tract 2) with the option for a future multi-use path dedication.

Additional Features

- 20-foot wide multi-use path and construct a 10-foot wide path along the eastern side of the developing portion of the property
- An arch will be constructed at the entrance of the multi-use path.
- A bench will be installed for the multi-use path.
- Decorative wrought iron fencing will be provided along the multi-use path and at the rear of the developing area.
- The buffer landscaping will be doubled.
- Residential noise restriction will be implemented.
- The dumpster will be placed in a conscientious location.
- A sidewalk connection will be made between the 10-foot wide multi-use path sidewalk and an existing public access easement sidewalk.

Specific Conditions of Zoning

A blanket public access easement is dedicated over the entirety of Tract 2 when the property is platted.

EXHIBIT "C"

FIELD NOTES
OF A
8.11 ACRE TRACT
BEING A PORTION OF
A CALLED 15.85 ACRE TRACT
VOLUME 6413 PAGE 107
MORGAN RECTOR LEAGUE, A-46
CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS

Being all of that certain lot, tract, or parcel of land containing 8.11 acres, lying and being situated in the Morgan Rector League, A-46, Brazos County, Texas, and being a portion of a called 15.85 acre tract of land described as the net acreage of Tract One in a deed to Oakwood Custom Homes Group, Ltd., recorded in Volume 6413 Page 107 of the Official Records of Brazos County, Texas. Said 8.11 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod set at the north corner of Lot 1, of Horse Haven Estates as recorded in Volume 4285 Page 35, and being a westerly interior corner of the herein described 8.11 acre tract of land, **THENCE** along the north line of said Lot 1 of Horse Haven Estates, S 68°35'47" W, a distance of 154.10 feet, (Called S 68°35'47" W and 153.72') to a 1/2" iron rod found at a point along the south right of way line of Horse Haven Lane.

THENCE along the south right of way line of Horse Haven Lane, as called in the plat for Horse Haven Estates, five calls:

- 1.) **THENCE** N 41°46'36" E, a distance of 37.48 feet (Called N 41°43'48" E 37.54') to a 1/2" iron rod found.
- 2.) **THENCE** N 48°29'03" E, a distance of 4.99 feet (Called N 48°16'12" W 5.00') to a 1/2" iron rod found.
- 3.) **THENCE** N 41°38'14" E, a distance of 127.98 feet (Called N 41°43'48" E 127.98') to a 1/2" iron rod found at the beginning of a curve to the right, having a Radius of 501.09 feet, Delta of 23°06'59", and an Arc Length of 202.17 feet.
- 4.) **THENCE** along said curve a Chord Bearing of N 53°17'18" E, a distance of 200.80 feet to a 1/2" iron rod found at the beginning of a curve to the left, having a Radius of 354.89 feet, Delta of 08°16'33", and an Arc Length of 51.26 feet.
- 5.) **THENCE** along said curve a Chord Bearing of N 60°42'32" E, a distance of 51.22 feet to a 1/2" iron rod found at the northwest corner of Lot 1, Block 3 of Horse Haven Estates, Phase Three as recorded in Volume 7901 Page 165.

THENCE departing the south right of way line of Horse Haven Lane, and along the boundary of Phase Three, five calls,

- 1.) **THENCE** S 43°44'08" E, a distance of 118.01 feet (Called 117.91') to a 1/2" iron rod found at the south corner of Lot 1.
- 2.) **THENCE** along the south line of Lot 1, N 46°15'52" E, a distance of 40.50 feet to a 1/2" iron rod found.
- 3.) **THENCE** along the south line of Lots 4-8, S 43°44'08" E, a distance of 263.62 feet to a 1/2" iron rod found.
- 4.) **THENCE** along the southeast line of Lot 8, N 88°23'46" E, a distance of 105.41 feet to a 1/2" iron rod set.
- 5.) **THENCE** along the southeast line of Lots 9-13, N 46°09'58" E, a distance of 290.02 feet (Called 288.50') to a 1/2" iron rod found at the northeast corner of the herein described tract. Point being along the west line of a 22.00 acre tract of land described in a deed to C. Carl Kolbe and Jeanne Kolbe recorded in Volume 2558 Page 133.

THENCE along the Kolbe 22.00 acre tract, S 12°27'22" E, passing on line a 1/2" iron rod found for reference at a distance of 421.18 feet, and continue in all, a total distance of 438.81 feet to a 1/2" iron rod set.

THENCE continuing along the Kolbe 22.00 acre tract, S 05°16'50" W, a distance of 100.14 feet (Called 99.90') to a 1/2" iron rod found at the northeast corner of a 2.70 acre tract of land described in a deed to the City of College Station, Texas recorded in Volume 9717 Page 46.

EXHIBIT "C" CONTINUED

THENCE along the City of College Station tract, N 85°00'00" W, a distance of 260.05 feet to a 1/2" iron rod found.

THENCE S 85°00'00" W, a distance of 225.00 feet to a 1/2" iron rod found.

THENCE S 65°00'00" W, a distance of 180.00 feet to a 1/2" iron rod found along the east line of said Lot 1, Horse Haven Estates.

THENCE along the east line of said Lot 1, N 26°39'32" W, a distance of 480.21 feet (Called N 26°42' W 479.8') to THE POINT OF BEGINNING and containing 8.11 acres of land according to a survey performed on the ground under the supervision of Paul Williams Registered Professional Land Surveyor No. 5743, on

Feb, 2011.

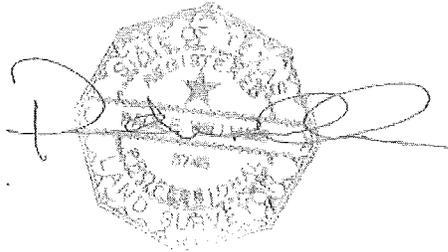


EXHIBIT "D"

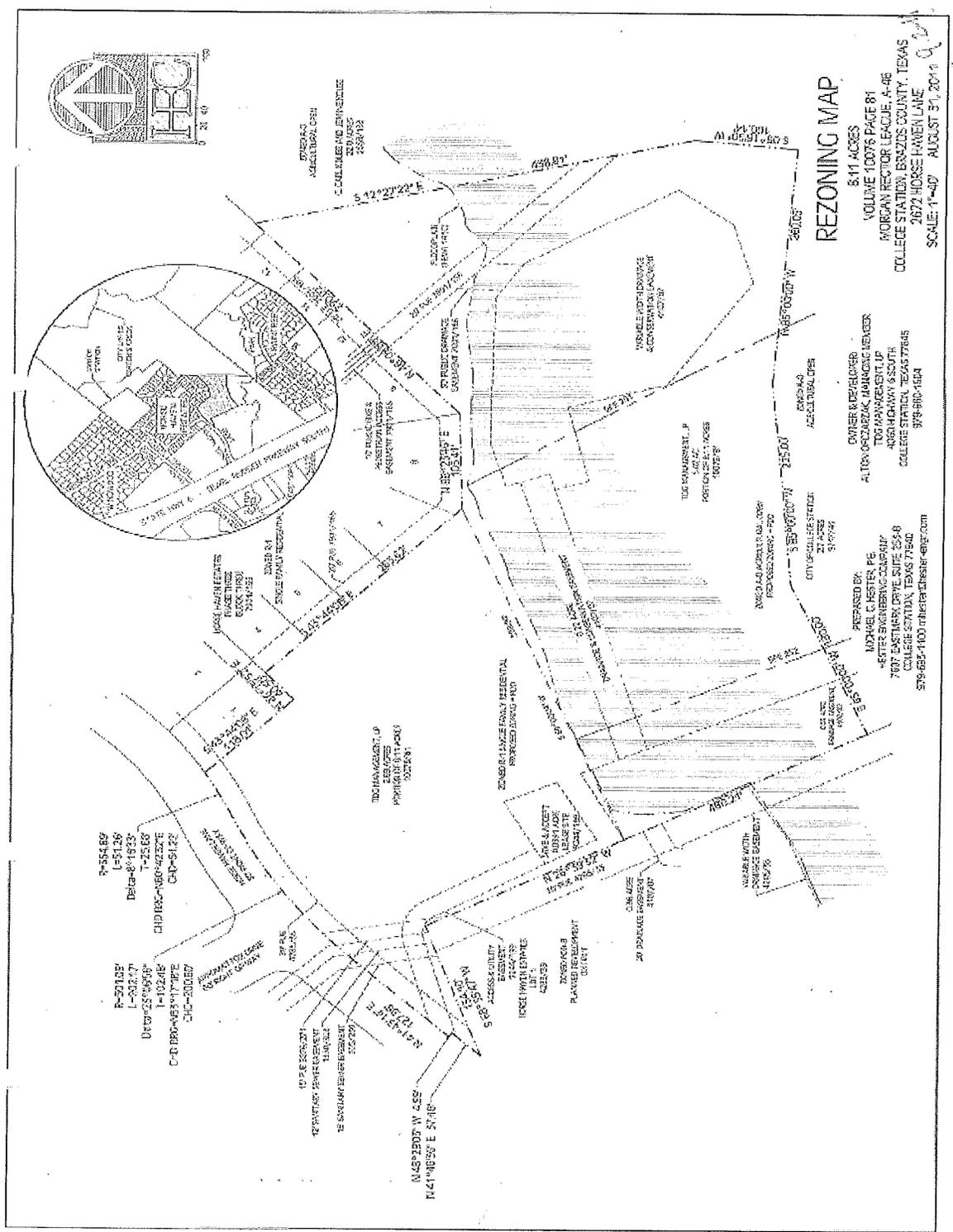


EXHIBIT "E"

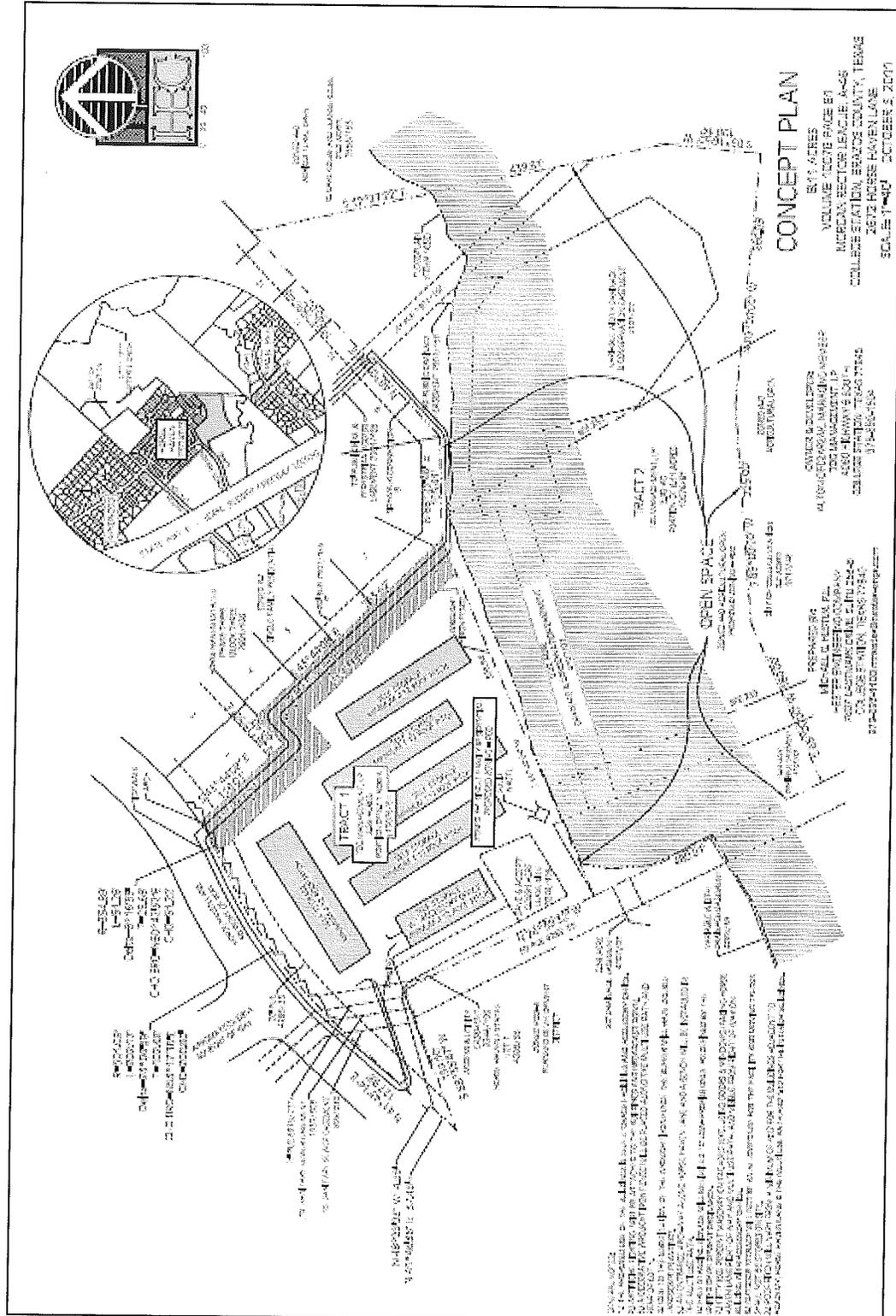
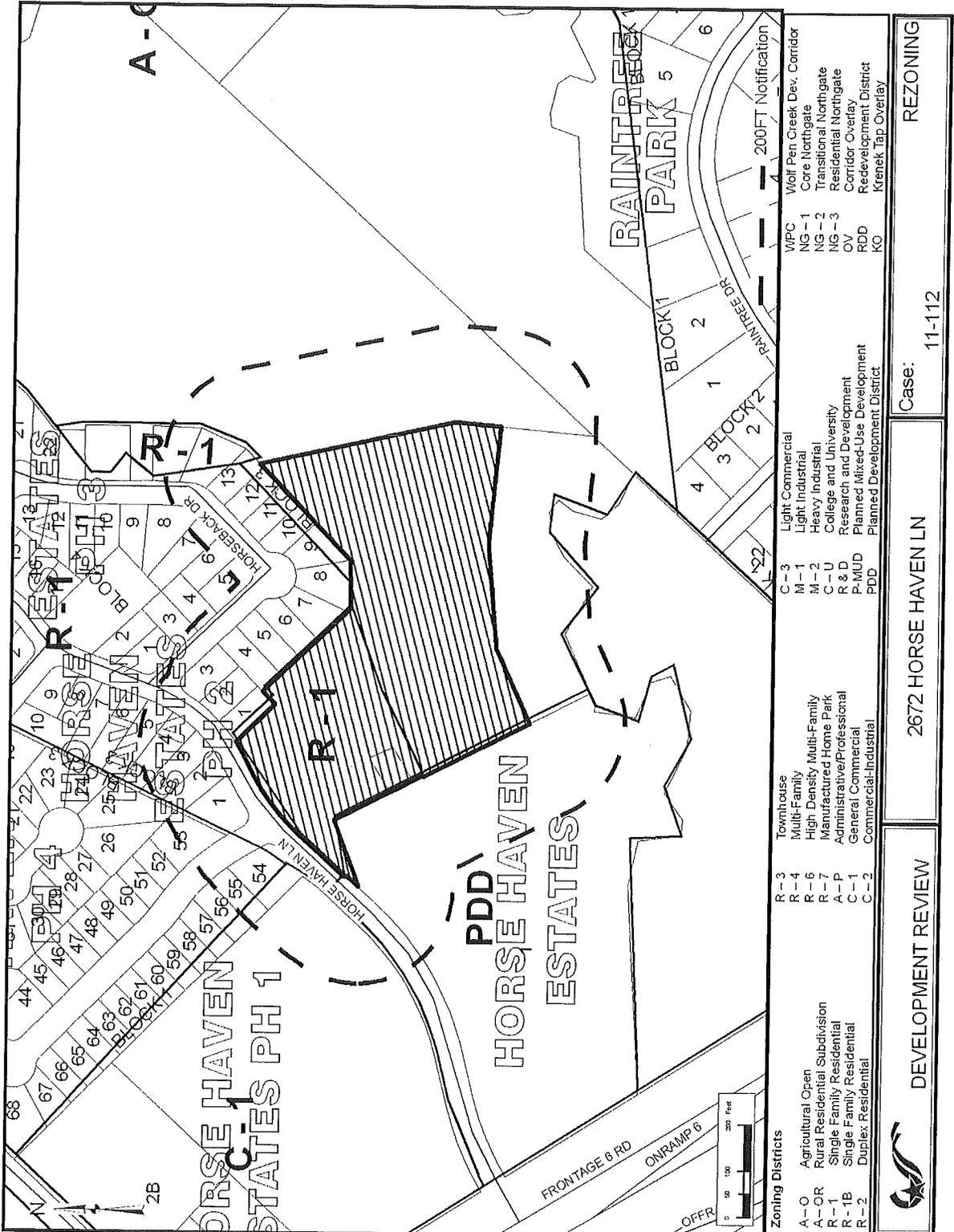


EXHIBIT "F"



October 13, 2011
Regular Agenda Item No. 2
Affordable Senior Housing Tax Credit Development

To: David Neeley, City Manager

From: Bob Cowell, AICP, CNU-A Executive Director - Planning & Development Services

Agenda Caption: Presentation, discussion, and possible action on authorization for the Mayor to sign a Resolution declaring support for the NRP Holdings, LLC Joint Housing Tax Credit and HOME Investment application to the Texas Department of Housing and Community Affairs for the Year 2012 and Conditional HOME Investment Partnership Commitment (Funding Commitment Agreement) in support of the application for an affordable senior rental housing development.

Relationship to Strategic Goals: Financially Sustainable City, Funding Core Services and Infrastructure, and Diverse Growing Economy

Recommendation(s): Staff recommends approval of the Resolution and Conditional HOME Investment Partnership Commitment endorsing the proposed development, and upon approval from the State, promising future consideration of a Development Agreement allocating up to \$1,000,000.00 in HOME Grant funding for this affordable, mixed income senior residential development. Approximately \$390,000.00 will be recaptured by HUD if a conditional commitment is not made.

Summary: This proposed residential senior development was submitted in response to RFP #11-100, which the City Council initiated this past summer and was one of four proposals in response to that request. The development is to be located adjacent to The Med and Southwood Athletic Park. The developer is NRP Holdings, LLC and the subject property is currently zoned single-family residential, but the current landowner has requested a Planned Development District. The proposed development would consist of ninety-six (96) one- and two-bedroom units. Exterior construction will be 100% masonry, and amenities will include an elevator, club house, work-out room, and pool.

The development will be mixed income serving seniors and will be constructed with private funds, State of Texas Low-Income Housing Tax Credit funding, and, with City Council approval, Federal funds from the City's HOME Investment Partnership grant. The State Housing Tax Credit Program requires that the property be maintained as an affordable senior housing development for a minimum of thirty (30) years. The City's 2010-2014 Consolidated Plan, as adopted by the City Council, identified a need for affordable senior housing.

Previous residential developments located elsewhere in Texas and throughout the U.S. by this developer are of high quality. Staff also received positive references related to the previous work of NRP Holdings, LLC. Within the past three years the NRP Holdings, LLC has been involved in the development of over 3,500 units in Texas, almost all of which have secured Tax Credit financing. In 2009 the National Association of Home Builders' (NAHB) awarded NRP Holdings, LLC "Multifamily Development Firm of the Year".

Budget & Financial Summary: The recommended funding level from the City's Federal HOME Investment Partnership Grant is up to \$1,000,000.00 from the FY 2010, 2011, and 2012 Community Development budgets, which will be structured as a long-term loan repaid to the City at the end of the affordability period. Funding for this type of residential development was approved by Council in the FY 2012 (PY 2011) Community Development Action Plan and Budget. With Council approval, a development agreement and other related documents will be prepared for future consideration and action to formally allocate the referenced funds. Actual funds will only be made available for the project once it has been approved by the Texas Department of Housing and Community Affairs (TDHCA).

Attachments:

Attachment 1: Resolution

Attachment 2: Conditional HOME Investment Partnership Commitment (Funding Commitment Agreement)

Attachment 3: NRP Holdings, LLC Proposal (on file with the City Secretary)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, DECLARING SUPPORT FOR THE NRP HOLDINGS, LLC “DEVELOPER” JOINT HOUSING TAX CREDIT AND HOME INVESTMENT PARTNERSHIP PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE YEAR 2012.

WHEREAS, the Developer has proposed an affordable senior rental housing development “Development” to be built in the City of College Station, and intends to submit a joint application to Texas Department of Housing and Community Affairs (TDHCA) for 2012 Housing Tax Credits and HOME Investment Partnership (HOME) Program Funds for the Development; and

WHEREAS, Housing Tax Credit points are given for the commitment of development funding by local political subdivisions and states that the TDHCA HOME Program funds will not qualify for points in this category “unless a resolution is submitted with the application from the Local Political Subdivision authorizing that the Applicant act on behalf of the Local Political Subdivision in applying for HOME Program or Housing Trust Funds from TDHCA for the particular application.” Title 10 Part 1§50.9(5) of the Texas Administrative Code, and

WHEREAS, the construction of affordable senior rental housing is in accordance with the City of College Station 2010-2014 Consolidated Plan which demonstrates a need for this type development; now, therefore,

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

PART 1: That the City Council hereby declares support of the application for tax credits of the Developer to TDHCA.

PART 2: That additional funding in an amount up to \$1,000,000.00 in the form of a low-interest loan, repayable upon completion of the affordability period, may be provided to the Developer from the City's Community Development budget contingent upon:

(i) satisfactory completion of environmental review and receipt by the City of College Station of release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58,

(ii) execution of an acceptable development agreement,

(iii) the receipt of an award of Housing Tax Credits by Homestead Development Group, Ltd. from TDHCA, and

(iv) actual receipt and availability of sufficient HOME Investment Partnership grant funds by the City of College Station.

PART 3: This Resolution does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of College Station of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the City of College Station's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

PART 4: That the Development fulfills a need for additional affordable senior rental housing in accordance with the City of College Station 2010-2014 Consolidated Plan.

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

ADOPTED this ____ day of _____, 2011.

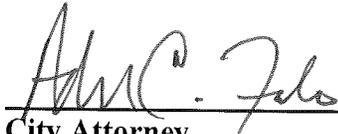
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

**CONDITIONAL HOME COMMITMENT BETWEEN THE CITY OF COLLEGE STATION AND
THE NRP HOLDINGS, LLC**

This Conditional HOME Commitment (Agreement) is made and entered into by and between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”), and The NRP Holdings, LLC, (“Developer”) an affordable housing developer. This agreement sets forth the understanding of the parties concerning a Conditional HOME Investment Partnership Commitment for an affordable senior rental housing development (“Development”).

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein, the City and the Developer agree as follows:

I. Senior Living Project

1.1 The Developer has proposed an affordable senior rental housing development to be built in the City of College Station, and intends to submit a joint application to Texas Department of Housing and Community Affairs (TDHCA) for 2012 Housing Tax Credits and HOME Investment Partnership (HOME) Program Funds for the Development; and will partially fund this Project through TDHCA 2012 Housing Tax Credits and HOME Program Funds.

1.2 Housing Tax Credit points are given for the commitment of development funding by local political subdivisions and states that the TDHCA HOME Program funds will not qualify for points in this category “unless a resolution is submitted with the application from the Local Political Subdivision authorizing that the Applicant act on behalf of the Local Political Subdivision in applying for HOME Program or Housing Trust Funds from TDHCA for the particular application.” Title 10 Part 1§50.9(5) of the Texas Administrative Code.

1.3 The construction of affordable senior rental housing is in accordance with the City of College Station 2010-2014 Consolidated Plan which demonstrates a need for a senior living development.

II. Application and Potential Funding

2.1 Application. The City’s Staff will recommend to the College Station City Council to support the application for tax credits of the Developer to TDHCA.

2.2 Potential Funding. Additional funding in an amount up to \$1,000,000.00 in the form of a low-interest loan, repayable upon completion of the affordability period, may be provided to the Developer from the City's Community Development budget contingent upon:

- (i) satisfactory completion of environmental review and receipt by the City of College Station of release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58,
- (ii) execution of an acceptable development agreement,
- (iii) the receipt of an award of Housing Tax Credits by Homestead the Developer from TDHCA, and
- (iv) actual receipt and availability of sufficient HOME Investment Partnership grant funds by the City of College Station.

III. Conditional Commitment

3.1 This Agreement prohibits the Developer from undertaking or committing any funds to physical or choice limiting actions including, property acquisitions, and demolition, movement, rehabilitation, conversion, repair or construction, prior to environmental clearance. **A violation of this provision may result in a denial of funds under this Agreement.**

3.2 Notwithstanding any provision of this Agreement, the Parties agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of a release of funds from US Department of Housing and Urban Development under 24 CFR Part §58. The parties further agree that the provision of any funds to the project is condition on the City determination to proceed with, modify or cancel the project based on the results of the subsequent environmental review.

Section 4 – Term

4.1 The City can terminate this agreement for connivance at any time with written notice to the Developer.

4.2 This Agreement will automatically terminate when the Developer and the City accomplish all the items in this Agreement.

CITY OF COLLEGE STATION:

THE NRP HOLDINGS, LLC

By: _____
Mayor
Date _____

By: _____
Title
Date _____

ATTEST:

City Secretary

Date

APPROVED:

City Manager

Date

Adm C. Jones

City Attorney

Date

October 13, 2011
Regular Agenda Item No. 3
HOME Investment Partnership Funding Agreement with Habitat for Humanity, Inc.

To: David Neeley, City Manager

From: Bob Cowell, AICP, CNU-A Executive Director - Planning & Development Services

Agenda Caption: Presentation, discussion, and possible action regarding a funding agreement for a grant of HOME Investment Partnership funds to B/CS Habitat for Humanity, Inc. in the amount of \$320,000.00 for acquisition, demolition, and construction in support of the production of affordable single-family housing.

Relationship to Strategic Goals: Financially Sustainable City, Providing Core Services and Infrastructure, and Neighborhood Integrity

Recommendation(s): Staff recommends approval of the Funding Agreement. Funds were approved in the FY 2010 (PY 2009) Community Development Action Plan and Budget and, per federal regulation, will be recaptured by HUD if a funding commitment is not made.

Summary: The federal HOME Investment Partnership Program provides assistance to income qualified households by providing funds for a variety of affordable housing activities. In June 2011, Council directed staff to expand its partnership with B/CS Habitat for Humanity by providing HOME Investment Partnership funds to enable Habitat for Humanity to build affordable housing in College Station. At their meeting on September 20th the Habitat for Humanity Board approved the funding agreement.

The agreement designates funds for acquisition of suitable property, demolition of substandard structures as necessary, and construction of affordable single-family homes. The City will approve the property acquired, the house design, and the project budget before each project commences. In addition, the exterior of the homes must be a minimum of 25% brick and must have a garage if lot size permits. The amount of funds provided by the City for each project will not exceed \$80,000.00.

This agreement grants \$320,000.00 of unobligated FY 2010 (PY 2009) HOME funds to Habitat for Humanity for the production of affordable homes available to low- and moderate-income families. These funds will be provided to Habitat for Humanity on a reimbursement basis.

Budget & Financial Summary: Funding for this agreement will be from the Community Development FY 2010 (PY 2009) federal HOME Investment Partnership Program Budget. These funds were approved by Council for these activities in the 2009 Action Plan and the 2010-2014 Consolidated Plan. HOME grant funds are required to be allocated within 24 months of the grant year and expended within 5 years.

Attachments:

Attachment 1: HOME Investment Partnership Funding Agreement with Habitat for Humanity

**CITY OF COLLEGE STATION
HOME INVESTMENT PARTNERSHIP FUNDING AGREEMENT WITH
HABITAT FOR HUMANITY**

I. PARTIES

1.01 This HOME Allocation of Funding Agreement (the “Agreement”) is between the **City of College Station (“City”)**, a **Texas Home Rule Municipal Corporation**, and, **Bryan/College Station Habitat for Humanity, Inc. (“Recipient”)**, a Texas Non-Profit Corporation (collectively referred to as the “Parties”).

II. AGREEMENT PERIOD

2.01 This agreement will terminate on September 30, 2014, unless extended by a written agreement. This agreement will remain valid throughout the “Period of Affordability” as defined in 22.02.

III. RECIPIENT PERFORMANCE

3.01 Recipient may administer at least three Projects for acquisition of suitable property and construction of at least three new affordable, single family residences (Projects) in the City of College Station in accordance with the HOME INVESTMENT PARTNERSHIPS ACT, 42 U.S.C. § 12701 (THE ACT) and the implementing regulations, 24 C.F.R. PART 92, and the HOME INVESTMENT PARTNERSHIPS PROGRAM RULES.

3.02 Recipient shall perform all activities in accordance with the terms of the Performance Statement, (“**Exhibit A**”); the Budget, (“**Exhibit B**”); the Project Implementation Schedule, (“**Exhibit C**”); the Applicable Laws and Regulations, (“**Exhibit D**”); the Certifications, (“**Exhibit E**”); the Insurance Requirements (“**Exhibit F**”), and Certificates of Insurance (“**Exhibit G**”), the assurances, covenants, warranties, certifications, and all other statements made by Recipient in its application for the project funded under this agreement; and with all other terms, provisions, and requirements set forth in this agreement.

3.03 In the event the affordability requirements of 24 C.F.R. § 92.254 are not satisfied by Recipient hereunder, Recipient shall bear ultimate responsibility for repayment of HOME funds to the City.

3.04 In the event that there is program income, repayments, or recaptured funds, the funds must be used in accordance with the requirements of 24 C.F.R. § 92.503, as outlined in the Performance Statement, “**Exhibit A**”.

3.05 Recipient agrees that all applicants for housing funded under this agreement will comply with the City of College Station Down Payment Assistance Program (DAP) guidelines dated April 14, 2011, or as may be amended.

IV. PAYMENT AND CITY OBLIGATIONS

4.01 Measure of Liability. In consideration of full and satisfactory performance of the activities referred to in Article V of this agreement, City may pay for actual and reasonable costs up to the amount of **THREE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$320,000.00)** that will be paid from the Fiscal Year 2010 Community Development Budget (HUD Grant Year 2009). These costs incurred by Recipient during the agreement period for performances rendered under this agreement by Recipient are 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 agreement are contingent upon the actual receipt of adequate local or federal funds. If adequate funds are not available to make payments under this agreement, the City shall notify Recipient in writing within a reasonable time after it is determined funds are not available. The City shall then terminate this agreement and will not be liable for failure to make payments to Recipient under this agreement.
- (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 C.F.R. § 92.206(A) and Article VI of this agreement. Funds provided under this agreement 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 C.F.R. § 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 agreement, including the terms of the Exhibits of this agreement.
- (e) City shall not be liable for costs incurred or performance rendered by Recipient before commencement or after termination of this agreement.

4.02 Limit of Liability

- (f) **Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by City under this Agreement shall under no circumstances exceed Three Hundred Twenty Thousand and 00/100 Dollars, (\$320,000.00), from the FY 2010 (HUD Grant Year 2009) Budget.**
- (g) **The amount of funds dispersed by the City per Project will not exceed Eighty Thousand and 00/100 Dollars (\$80,000).**

V. DISBURSEMENT OF FUNDS

5.01 City shall pay costs incurred which it determines are eligible and which are properly submitted under this agreement in accordance with the requirements of 24 C.F.R. § 92.502. Recipient may not request disbursement of funds under this agreement 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.

5.02 Any and all Program Income as defined by 24 C.F.R. § 84.2 must be disbursed by Recipient prior to requesting a disbursement of funds from the City.

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

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

6.01 Recipient shall comply with the requirements of OMB Circular Number A-122 "COST PRINCIPLES 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 C.F.R. 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 C.F.R. § 92.505 and any other applicable regulations.

VII. RETENTION AND ACCESSIBILITY OF RECORDS

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

7.02 All records pertinent to this agreement shall be retained by Recipient for five calendar years after the Period of Affordability, specified in Section 22.02, has expired with the following are exceptions:

- (h)** 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.
- (i)** 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 C.F.R. § 92.353.

7.03 Recipient shall give HUD, the Comptroller General of the United States, the City of College Station, 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 agreement. 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.

7.04 Recipient shall require the substance of this Article VII to be included in all subcontracts for the use of funds under this agreement.

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

VIII. REPORTING REQUIREMENTS

8.01 Recipient shall submit to City such reports on the operation and performance of this agreement as may be required by City including, but not limited to the reports specified in this Article VIII.

8.02 Recipient shall provide City with all reports necessary for City's compliance with 24 C.F.R. §§ 92.508, 92.509 and 24 C.F.R. 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.

8.03 Recipient will report any project or program delays or modifications and await City approval before proceeding.

8.04 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.

8.05 Recipient agrees to report on a semi-annual basis to the City on program or project status. This must be a written report of the status on recently completed, ongoing, and pre-approved programs 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/subcontractors 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.

8.06 In addition to the limitations on liability otherwise specified in this agreement, 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 agreement, 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 identified as the reason funds are withheld.

IX. MONITORING

9.01 The City reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this agreement. 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 agreement, 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 agreement, as provided in Article XVIII and XIX of this agreement.

X. INDEPENDENT CONTRACTOR

10.01 In all activities or services performed hereunder, the Recipient is an independent contractor and not an agent or employee of the City. The Recipient, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. The Recipient shall supply all materials, equipment and labor required for the execution of the work on the Project. The Recipient shall have ultimate control over the execution of the work under this Agreement. The Recipient shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees, volunteers and subcontractors, and the City shall have no control of or supervision over the employees or volunteers of the Recipient or any of the Recipient's subcontractors except to the limited extent provided for in this Agreement.

10.02 The Recipient shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the work and fulfillment of this Agreement. The subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Recipient from its obligations to the City under this Agreement. The Recipient shall appoint and keep on the Project during the progress of the work a competent Project Manager and any necessary assistants, all satisfactory to the City, to act as the Recipient's representative and to supervise its employees and subcontractors. Adequate supervision by competent and reasonable representatives of the Recipient is essential to the proper performance of the work, and lack of such supervision shall be grounds for suspending the operations of the Recipient and is a breach of this Agreement.

10.03 Unless otherwise stipulated, the Recipient shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the work by the Recipient. It shall be the responsibility of the Recipient to furnish a completed work product that meets the requirements of the City.

10.04 Any injury or damage to the Recipient or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Recipient.

10.05 By entering into this agreement, City and Recipient do not intend to create a joint enterprise.

XI. INDEMNIFICATION, RELEASE, AND INSURANCE

11.01 RECIPIENT SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THIS CONTRACT. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.

11.02 The indemnifications contained in section 11.01 shall include, but not be limited to the following specific instances:

(a) In the event the City is damaged due to the act, omission, mistake, fault or default of the Recipient, then the Recipient shall indemnify and hold harmless and defend the City for such damage.

(b) The Recipient shall indemnify and hold harmless and defend the City from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.

(c) The Recipient shall indemnify and hold harmless and defend the City from any and all injuries to or claims of adjacent property owners caused by the Recipient, its agents, employees, and representatives.

(d) The Recipient shall be responsible for any damage to the building caused by the Recipient's personnel or equipment during installation.

(e) The Recipient shall be responsible for the removal of all related debris.

(f) The Recipient shall be responsible for subcontractors hired by it.

(g) The Recipient shall indemnify, hold harmless, and defend the City from any liability caused by the Recipient's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

11.03 The indemnification obligations of the Recipient under this section shall not extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the

failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

11.04 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Section 11.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

11.05 RELEASE. The Recipient assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Recipient's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Recipient, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City.

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

11.07. INSURANCE The Recipient shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Recipient, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth in **Exhibit F**. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached as **Exhibit G**.

XII. SUBCONTRACTS

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 agreement without obtaining City's prior written approval. Recipient shall only subcontract for performance obligations required or described in this agreement to which the federal labor standards requirements apply after Recipient has submitted a Subcontractor utilization 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 agreement, expressly understands that in entering into such subcontracts, City is in no way liable to Recipient's subcontractor(s).

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 agreement, 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 agreement, 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 agreement.

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

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

XIII. CONFLICT OF INTEREST

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 agreement 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 agreement, subcontract or agreement (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 C.F.R. §§ 84.40 - 84.48 and OMB Circular A-110 in the procurement of property and services.

Article XIV. NONDISCRIMINATION AND SECTARIAN ACTIVITY

14.01 Equal Opportunity. Recipient shall ensure that no person shall on the grounds of race, color, religion, sex, handicap, family status, age, 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 agreement. In addition, funds provided under this agreement must be made available in accordance with the requirements of Section 3 of the HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 USC 1701(u)) 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 agreement 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, agreements 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 area as the project.

14.02 Religious Organizations. Funds provided under this agreement may not be provided to primarily religious organizations, such as churches, for any activity, including secular activities. In addition, funds provided under this agreement 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 agreement 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 C.F.R. § 92.257.

Article XV. LEGAL AUTHORITY

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

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

15.03 Recipient shall not employ, award agreement 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 agreement if Recipient is debarred, suspended, proposed for debarment, or ineligible to participate in the HOME Program.

Article XVI. LITIGATION AND CLAIMS

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 agreement; and b) any claim against Recipient. 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

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

17.02 It is understood and agreed by the Parties hereto that any performance under this agreement 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.

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

Article XVIII. SUSPENSION

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

Article XIX. TERMINATION

19.01 The City may terminate this agreement in whole or in part, in accordance with 24 C.F.R. § 85.43 and this Article or as provided in this agreement. In the event Recipient materially fails as determined by City, to comply with any term of this agreement, 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 agreement.
- (e) City may terminate this agreement for convenience in accordance with 24 C.F.R. § 85.44.

Article XX. AUDIT

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 agreement, subject to the following conditions and limitations:

- (a) Recipient shall have an audit made in accordance with 24 C.F.R. § 92.506, THE SINGLE AUDIT

ACT OF 1984, 31 U.S.C. 7501, and OMB Circular No.133, "AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS", for any of its fiscal years included within the agreement Period, in which Recipient receives more than \$300,000.00 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, 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 agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by City under this agreement, 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 agreement. 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**.

20.02 Notwithstanding 20.01 City reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this agreement. 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.

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 agreement. 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 agreement.

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.

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

21.01 Recipient understands and agrees that by the execution of this agreement, 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 C.F.R., PARTS 50 AND 58. In accordance with 24 C.F.R. § 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.

21.02 Funds provided under this agreement may not be obligated and expended before the actions specified in this Article occur. Any Real Estate Purchase Option Agreement must include the following language: "This option is contingent upon satisfactory completion of an environmental review under 24 C.F.R. Part 58. The parties agree that the provision of any funds to the project is conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review."

21.03 City shall prepare and maintain a written Environmental Review Record for this project in accordance with 24 C.F.R. 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 agreement. City shall document its compliance with such other requirements in its environmental review file.

Article XXII. SPECIAL CONDITIONS

22.01 City shall not release any funds for any costs incurred by Recipient under this agreement 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 agreement. City shall specify the content and form of such certification.

22.02 Affordability. Funds provided under this agreement must meet the affordability requirement of 24 C.F.R. § 92.254 and the HOME rules as applicable. The period of affordability is based upon the total amount of HOME funds subject to recapture described in 24 C.F.R. § 92.254 (a) (5) (ii) (A) (5). The City shall reduce HOME investment amount to be recaptured by Recipient on a pro-rata basis for the time the unit is in compliance with 24 C.F.R. § 92.254 and the HOME rules as applicable.

Home Funds Subject to Recapture	Affordability Period
< \$15,000	5 years
\$15,000 - \$40,000	10 years
> \$40,000	15 years

22.03 Recapture. The HOME investment that is subject to recapture is based on the amount of HOME assistance that enabled the homebuyer to buy the dwelling unit. This includes any HOME assistance that reduced the purchase price from fair market value to an affordable price. The cost of construction is not considered in this calculation. Recaptured funds will include the amount provided through the City's Down Payment Assistance Program and the Recipient's subsidy to the homebuyer equaling the

difference between the fair market value and the sales price of the home. Recipient agrees that Recipient's recaptured funds, including all interest and any other return on the investment of HOME funds, will be made to City pro-rata. The formula for Recipient's recaptured funds is the funds received which are subject to recapture 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.

22.04 Housing Quality Standards. Recipient shall ensure that all housing assisted with funds provided under this agreement shall meet the requirements of 24 C.F.R. § 92.251 for the duration of this agreement.

22.05 Affirmative Marketing. Should funds from this agreement 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 C.F.R. § 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 an 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.

22.06 Enforcement of Affordability. Recipient and City shall provide legally enforceable agreements consisting of a Real Estate Lien Note and Deed of Trust, containing remedies adequate to enforce the affordability requirements of 24 C.F.R. § 92.254, as applicable, for each activity assisted under this agreement, to be recorded in the real property records of Brazos County. Funds recaptured because housing no longer meets the affordability requirements under 24 C.F.R. § 92.254(a)(5) are subject to the requirements of 24 C.F.R. § 92.503. Recipient must provide along with the other legal instruments an Agreement of Affordability.

22.07 Reversion of Assets. Upon termination of this agreement, all funds remaining on hand on the date of termination and all accounts receivable attributable to the use of funds received under this agreement shall revert to City. Recipient shall return these assets to City within seven (7) days after the date of termination.

22.08 Flood Hazards. Funds provided under this agreement 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.

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 C.F.R. § 92.350.

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 agreement. Recipient must comply with the applicable provisions of 24 C.F.R. 92.353, 24 C.F.R. 570.606 (c), 49 C.F.R. Part 24, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655).

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

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

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

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

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

Article XXIII. ORAL AND WRITTEN AGREEMENTS

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

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

Exhibit A.	Performance Statement
Exhibit B.	Budget
Exhibit C.	Project Implementation Schedule
Exhibit D.	Applicable Laws and Regulations
Exhibit E.	Certifications
Exhibit F.	Insurance Requirements
Exhibit G.	Insurance Certificates

Article XXIV. VENUE

For purposes of litigation pursuant to this agreement, venue shall lie in Brazos County, Texas

Article XXV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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 Recipient under this agreement. Upon request by City, Recipient shall furnish satisfactory proof of its compliance herein.

HABITAT FOR HUMANITY

CITY OF COLLEGE STATION

By: 

By: _____
Mayor

Printed Name: Peter A. Witt

Title: President

Date: _____

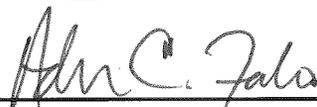
Date: 9/27/11

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____


City Attorney
Date: _____

Chief Financial Officer
Date: _____

EXHIBIT A
PERFORMANCE STATEMENT

BRYAN/COLLEGE STATION HABITAT FOR HUMANITY

1. Recipient is awarded up to \$320,000.00 from the City of College Station FY 2010 (HUD Grant Year 2009) HOME Investment Partnerships Program. These funds must be used for the **acquisition of suitable property, demolition of structures on suitable property, and construction of at least three new affordable, single family residences in the City of College Station. Homes must be sold to low- and moderate-income families.**
2. **The property acquired must be first approved by the City. The homes constructed shall be of a design approved by the City. The exterior of the homes must be a minimum of 25% brick and must have a garage if lot size permits. All homes must meet deed restriction requirements and meet the characteristics of the neighborhood. All homes must be inspected and approved by City staff.**
3. A detailed Project Budget and cost breakdown shall be submitted by the Recipient to the City for review of each project for a cost or price analysis prior to the start of the project.
4. A final budget shall be submitted with HOME close-out information at the end of each project showing total costs and funding sources.
5. 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. All Projects must be substantially completed within two (2) years of the date of this agreement.
6. 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.
7. Recipient must provide written notification of all subcontractors to City.
8. 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.
9. 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.
10. Any program income, recaptured funds, or repayment of any funds must be immediately returned to the City of College Station. 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 C.F.R. § 92.503. Recaptured funds will be subject to 24 C.F.R. § 92.254 (a)(5)(ii)(A)(2) reduced during affordability period, prorated monthly.

**EXHIBIT B
BUDGET**

BRYAN/COLLEGE STATION HABITAT FOR HUMANITY

SOURCES OF FUNDS:

Maximum Proceeds of grant under the agreement	\$320,000.00
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USES OF FUNDS:

Eligible Construction Demolition and Acquisition of Land Costs (At least three projects building single-family homes)	\$320,000.00
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LIMITED USE OF FUNDS

Eligible Construction, Demolition, and Acquisition of Land Costs per Project	\$80,000.00
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An additional Project Budget will be supplied to and approved by the City of College Station prior to any expenditure to be reimbursed by HOME funds.

EXHIBIT C
PROJECT IMPLEMENTATION SCHEDULE

AGREEMENT START DATE: October 1, 2011

AGREEMENT END DATE: September 30, 2014

Property Acquisition – Funds from this agreement may be used to acquire lots within the jurisdictional boundaries of the City of College Station for the purpose of constructing the projects identified in **Exhibit A**. Acquisition and closing shall be completed by September 30, 2013.

Construction Phase – Construction for this project is scheduled to begin within one year of property acquisition with completion and certificate of occupancy date for all projects no later than August 30, 2014. 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 agreement 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 C.F.R. PART 100; EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259 (3 C.F.R., 1958-1963 COMP., P. 652 AND 3 C.F.R., 1980 COMP., P. 307) (EQUAL OPPORTUNITY IN HOUSING) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., 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 C.F.R., PART 1;
- EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259, AND 24 C.F.R. 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 C.F.R., PART 107 SHALL BE A PROPER BASIS FOR THE IMPOSITION OF SANCTIONS SPECIFIED IN 24 C.F.R. 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 C.F.R., 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 C.F.R., PART 8;
- THE REQUIREMENTS OF EXECUTIVE ORDER 11246 (3 C.F.R. 1964-65, COMP., P. 339) (EQUAL EMPLOYMENT OPPORTUNITY) AND THE IMPLEMENTING REGULATIONS ISSUED AT 41 C.F.R., CHAPTER 60.
- THE REQUIREMENTS OF 24 C.F.R. 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 AGREEMENTOR / SUBCONTRACTOR WILL BE REQUIRED TO IDENTIFY AGREEMENTS 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 C.F.R., PART 8. BY SIGNING THIS AGREEMENT, RECIPIENT UNDERSTANDS AND AGREES THAT THE ACTIVITIES FUNDED HEREIN SHALL BE OPERATED IN ACCORDANCE WITH 24 C.F.R., 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 C.F.R. 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 C.F.R. 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 C.F.R. PART 24, AND 24 C.F.R. SECTION 570.496A (55 FED. REG. 29309 (JULY 18, 1990))

V. LABOR REQUIREMENTS

- AGREEMENT 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
AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, 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 agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or modification of any federal agreement, 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 agreement, 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 agreements under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon 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 31 U.S.C.A. § 1352. 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.

HABITAT FOR HUMANITY

By: 
Printed Name: Peter A. White
Title: President
Date: 9/27/11

EXHIBIT F
INSURANCE REQUIREMENTS

During the term of this Agreement Recipient's insurance policies shall meet the following requirements:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation
- D. Builder's Risk – provides coverage for contractor's labor and materials for a project during construction that involves a structure such as a building or garage. builder's risk policy shall be written on "all risks" form.

II. General Requirements Applicable to All Policies:

- A. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
- B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- C. "Claims Made" policies are not accepted.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by mail has been given to the City of College Station.
- E. The City of College Station, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.
- C. Coverage shall be at least as broad as ISO form GC 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

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

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- C. Coverage shall be at least as broad as Insurance Service's Office Number CA 00 01.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- E. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.

V. Excess Liability

Umbrella form excess liability coverage following the form of the underlying coverage with a minimum limit of \$5,000,000.00 or the total value of the contract, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding \$1,000,000 in total value.

- VI. Those policies set forth in Paragraphs III, IV, and V shall contain an endorsement naming the City as Additional Insured and further providing that the Contractor's policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form at least as broad as ISO form GC 2026. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Recipient in compliance with the terms of this Agreement. Recipient shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit G, and approved by the City before work commences.

VII. Workers Compensation Insurance

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy: either directly through their employer's

policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

B. Workers compensation insurance shall include the following terms:

1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

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

"A. Definitions:

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

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

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or

employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.*
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*
 - (2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.*
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:*

- (1) *provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
- (2) *provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
- (3) *provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
- (4) *obtain from each other person with whom it contracts, and provide to the Contractor:*
 - (a) *A certificate of coverage, prior to the other person beginning work on the project; and*
 - (b) *A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
- (5) *retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
- (6) *notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
- (7) *Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*

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

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

VIII. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

A. The company is licensed and admitted to do business in the State of Texas.

B. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.

C. All endorsements and insurance coverages according to requirements and instructions contained herein.

D. The form of the notice of cancellation, termination, or change in coverage provisions to the City of College Station.

E. Original endorsements affecting coverage required by this section shall be furnished with the _____ certificates _____ of _____ insurance.

EXHIBIT G
CERTIFICATES OF INSURANCE

PRODUCER
Lockton Risk Services
P.O. Box 410679
Kansas City, MO 64012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Federal Insurance Co

20281

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURED
Bryan/College Station HFH
119 Lake St,
Bryan, TX 77801-2030

COVERAGES

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

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL1065720-11	04/01/2011	04/01/2012	EACH OCCURRENCE	1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	1,000,000
						MED EXP (Any one person)	0
						PERSONAL & ADV INJURY	1,000,000
						GENERAL AGGREGATE	2,000,000
						PRODUCTS - COMP/OP AGG	2,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Each accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
		EXCESS/UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				AUTO ONLY AGG	\$
						EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. EACH ACCIDENT	\$
						E.L. EACH ACCIDENT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate Holder is named Additional Insured as their interests may appear per contract or written agreement.

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

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

