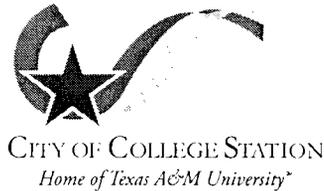


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Mayor
Nancy Berry
Mayor Pro Tem
Dave Ruesink
City Manager
David Neeley

Council members
Blanche Brick
Jess Fields
Karl Mooney
Katy-Marie Lyles
Julie M. Schultz

Agenda
College Station City Council
Regular Meeting
Thursday, February 23, 2012 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

1. Pledge of Allegiance given by College Station Boy Scout Troop 802, Invocation, Consider absence request.

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

Consent Agenda

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:
 - February 9, 2012 Workshop and Regular Council Meeting
- b. Presentation, possible action, and discussion regarding a Resolution to support the planning efforts for the Medical District and acknowledge the economic development initiatives of the planned infrastructure improvements in the area.

- c. Presentation, possible action, and discussion regarding a change order to cancel the design contract (10-067) with HDR Engineering, Inc., for the Raymond Stotzer West Infrastructure Project due to a change in the water and wastewater service plan.
- d. Presentation, possible action, and discussion regarding a resolution to improve efficiency of contract administration procedures.
- e. Presentation, possible action and discussion regarding the annual traffic contact report required annually by Senate Bill 1074, of the Texas 77th legislative session.
- f. Presentation, possible action, and discussion on the application and acceptance of an Office of the Governor, Criminal Justice Division (CJD) Grant.
- g. Presentation, possible action, and discussion regarding a resolution suspending the March, 6th 2012 Effective Date of Atmos Energy Corp., Mid-Tex Division's requested rate change.
- h. Presentation, possible action, and discussion Semi-Annual Report on Impact Fees 92-01, 97-01, 97-02B, 99-01, 03-02.
- i. Presentation, possible action, and discussion regarding a Resolution selecting a professional contractor, Approving professional services contract, and Authorizing the expenditure of funds for the development of an Economic Development Master Plan in an amount not to exceed \$94,885.
- j. Presentation, possible action, and discussion regarding the approval of changes to the electric rate ordinance lowering the rates charged for Wind Watts wind power effective March 1, 2012. (This item is also on the workshop agenda.)
- k. Presentation, possible action and discussion on an Advance Funding Agreement (AFA) between the City of College Station and the State of Texas (TxDOT) for the College Main Plaza and Patricia/Lodge Street Improvements.
- l. Presentation, possible action and discussion on an Advance Funding Agreement (AFA) between the City of College Station and the State of Texas (TxDOT) for the Rock Prairie Road Bridge Improvements.
- m. Presentation, possible action, and discussion regarding a resolution awarding the bid and approval of construction contract #12-089, with VOX Construction, L.L.C., in the amount of \$95,625 for site improvements in Georgie K. Fitch Park, to include sidewalks, area lights, trees, irrigation, signage, and a drinking fountain.

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. Presentation, possible action and discussion on a bid award for the annual agreement for various electrical items and electric meters to be stored in inventory as follows: Stuart C. Irby \$25,790.00 (\$21,700 to be decided in Tie-Break); HD Supply \$1,600; KBS \$156,147.10; Techline \$790,691; Priester Mell and Nicholson \$76,852 (\$21,700 to be decided in Tie-Break); Texas Meter & Device \$7,438.80; Wesco \$11,363;. Total estimated annual expenditure is \$1,048,181.90.
2. Public Hearing, presentation, possible action, and discussion regarding a Resolution determining the public necessity to acquire right-of-way and easements along Rock Prairie Road West, between State Highway 6 and Normand Drive.
3. Adjourn.

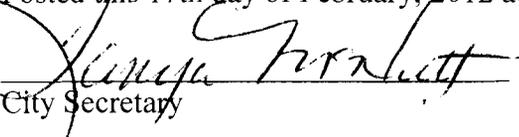
If litigation issues arise to the posted subject matter of this Council Meeting an executive session will be held.

APPROVED:


City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, February 23, 2012 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 17th day of February, 2012 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 February 17, 2012 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 _____, 2012 By _____

Subscribed and sworn to before me on this the ____ day of _____, 2012.

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.

February 23, 2012
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:

- February 9, 2012 Workshop and Regular Council Meeting

Attachments:

- February 9, 2012 Workshop and Regular Council Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
FEBRUARY 9, 2012

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

David Neeley, City Manager
Kathy Merrill, Deputy City Manager
Frank Simpson, Deputy 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 3:00 p.m. on Thursday, February 9, 2012 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

1. Special recognition of Barbara Moore and Lance Jackson, honored by the Brazos Valley African- American Museum.

Mayor Berry and the City Council recognized Barbara Moore, Neighborhood and Community Relations Coordinator, and Lance Jackson, Lincoln Center Supervisor, for being honored by the Brazos Valley African-American Museum.

Mayor Berry and the Council also recognized City Secretary Sherry Mashburn for achieving her TRMC re-certification.

Mayor Berry and the Council congratulated David Neeley and Carla Robinson on their first year anniversary as City Manager and City Attorney, respectively.

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

Item 2i was pulled from the agenda and will be brought back for consideration at a later date.

3. Presentation, possible action, and discussion of the current state of the Police Department.

Jeff Capps, Chief of Police, reported the department has 121 authorized sworn personnel, 59 authorized civilian personnel, 14 temp/seasonal employees, and 97 employees with educational degrees (21 Associates, 69 Bachelors, and 7 Advanced Degrees). Personnel received over 13,400 additional training hours in 2011. The attrition rate has been reduced: sworn from 15 officers in 2010 to 10 officers in 2011, and civilian positions from 15 in 2010 to nine in 2011. The department is accredited, with five re-accreditations.

College Station's population has increased approximately 3% per year over the last 6 years, 15% over the span of six years. The number of calls has increased approximately 8% each year with the overall increase in the past 6 years being 45%. Violent crimes have seen a 20% drop, property crimes are up 13%, and major crimes are up 11%. A major concern is Burglary of Habitations, which jumped from 298 in 2010 to 472 in 2011. Another concern is driving while intoxicated.

He reported the department pulls information from the FBI's Uniform Crime Report Data. This table pulls cities within Texas with populations between 50,000 and 100,000 and ranks them on their crime rate per 1,000. College Station is ranked at 14. The department holds regular Comp Stat meetings to assist with their crime preventative and crime fighting methods. At these meetings, they receive accurate, timely information, achieve rapid deployment, utilize effective tactics, and employ relentless follow-up and assessments. Policing is increasingly becoming more data driven. Having the ability to view problem areas allows one to reallocate resources where they are most needed. They do this with their Patrol Officers, Traffic Division and Community Service Division. This information has been used to develop various sting operations this past year. It is also used to deploy resources, such as moving bike officers to high volume problem areas.

The department uses Mission Specific Operations. These are used as "tactical" operations to address identified problems. This helps supervisors achieve goals by directing subordinates in a coordinated manner and allows officers the opportunity to help plan and manage their workday.

Chief Capps briefly described some significant events from the past year, such as the injury to a child, the homicide investigation on Deacon Drive, and the active shooting incident that occurred on Southwest Parkway

The department has developed and implemented a City Watch Program. Sanitation, Electric and Parks employees are trained to look for suspicious activity and how to report the activity they

might see. He also briefly reported on the National Night Out and the Citizens Police Academy. The Recruiting and Training Division processed, hired, and trained 38 new employees in 2011 (23 Civilian and 15 Sworn). A new comprehensive firearms training course has been implemented that will better equip officers to handle emergency situations. A fit-life program for staff has been re-implemented. With the help of the City's Communication Department, a new Police recruiting video was developed. In October, the Criminal Investigation Division received the Thompson Reuters 2011 "Award for Excellence in Criminal Investigations" at the annual IACP Conference in Chicago. They are in the process of completing an in-depth analysis of jail operations. With the help of the IT department, they completed an extensive technology project as they changed to a local vendor for support of the Electronic Ticket writers. A new pay structure plan was completed for sworn officers, increasing their ability to remain competitive in market analysis and has helped in the reduction of turnover. The Northgate CARES program and the Bicycle Officer program were touched on. A "bait bicycle" has been obtained for those areas where high volumes of theft are occurring.

Departmental goals are simple:

- To Reduce Crime
- To Reduce the Fear of Crime
- To Improve the Overall Quality of Life in the Community
- To Build and Maintain Effective Partnerships

Chief Capps stated they will continue to improve and create a healthy work environment for staff and will continue to monitor the effects of development and growth in the City related to resource needs.

4. Presentation, possible action, and discussion of the College Station Recycling Program.

Pete Caler, Assistant Director of Public Works, and Heather Qualls, Recycling Coordinator, presented a report on the Recycling Program, focusing on residential collection. Mr. Caler stated they have 35 full-time employees and 25 collection vehicles. Automated collection is the primary garbage collection system. They collect five days a weeks, with 1,000 – 1,200 cans per day. Bulk collections are done once a week, with 1,900 homes per day, five days week. It is labor intensive. Brush collection is used to collect large brush and heavy bulk items curbside. Recycling collection services 1,900 homes five days a week. Texas Commercial Waste is our private contractor, and the five-year contract expires in 2015. Residents have to sort the material and place in different bags. We currently maintain a 71% participation rate. Recyclables are sorted by Junction 505 employees, an organization that employs people with disabilities.

In 2010, staff conducted multi-family feasibility reports. Pilot projects, and surveys were used to address what can be done in multi-family and business recycling. It was unsuccessful due to high contamination of the materials. In 2010, an SLA was prepared for a manned recycling drop-off center for apartments and businesses. The SLA was not approved due to significant rate increases to apartment residents. Since then the City has franchised two businesses to collect recyclables. Participation is optional, and the fee is determined by the private contractor. In August 2010, the residential contract came back. We received two proposals, but kept the same

system to avoid a rate increase. Rates have not increased since 2006. College Station is unique in that it has a hybrid “pay as you throw” system; i.e., the more you recycle reduces the need for an additional container at a higher monthly cost. An established recycling program is an industry standard in the solid waste field.

Staff recommendation is to investigate a partnership with BVSWMA and the City of Bryan for single stream recycling. The Cities would collect, and BVSWMA would operate the single stream material recovery facility.

Council directed staff to start the conversation regarding recycling and possible cooperation with the City of Bryan and BVSWMA.

5. Presentation, possible action, and discussion regarding the 2011 Christmas at the Creek.

David Schmitz, Director of Parks and Recreation, updated the Council on the 2011 Christmas at the Creek event. The event was moved because the event had outgrown Central Park. Wolf Pen Creek provides an opportunity to grow the event into a premiere holiday festival for Brazos Valley. There is a proper stage for performers with better visibility and other entertainment options. The four-night event had 20,000 in attendance. A guest book was put out in the Green Room; most were from the area, but there were some from other parts of the state, two from out-of-state (New York and Georgia) and two from out of the country (Norway and Korea). Sponsors included Waltman & Grisham, Krogers, and Suddenlink Communications and KBTX. Partners in the event included United Way of the Brazos Valley and Presents with a Purpose. Revenues were up a small amount, but expenditures were reduced quite a bit. Cost reductions are attributed to less staff time for set-up and break-down, more volunteers, and reduction in rental costs.

Suggestions for 2012 include:

- Solicit for additional sponsors for specific activities
- Expand business and non-profit organization involvement
- Secure additional food and drink vendors
- Fully integrate new Festival Site Area
- Expand event activities such as:
 - More snow Letters to Santa Carriage Rides
 - Longer Hay Ride Booth Decorating Contest
 - Mrs. Claus location at Arts Center Reindeer Games Location
 - Additional Shuttles from Parking Area

Council consensus was to have more lights at Central Park (without increasing the budget) for those people that prefer to view the lights from their car.

6. Presentation, possible action, and discussion regarding Resolution 02-09-12-06 to create an Ad Hoc Committee of the City Council to discuss Arts Council Relations.

Councilmember Fields reported the Arts Council is interested in conversations with the City related to Festival site programming and their facility needs.

Mayor Berry and Councilmembers Lyles and Schultz volunteered to serve on the ad hoc committee.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Ruesink, the City Council voted seven (7) for and none (0) opposed, to adopt Resolution 02-09-12-06 to create an Ad Hoc Committee of the City Council to discuss Arts Council Relations. The motion carried unanimously.

7. Presentation, possible action, and discussion of the adoption of Resolution 02-09-12-07, forming a Joint Neighborhood Parking Task Force, appointing Council members to the same, and directing the Planning & Zoning Commission to appoint members to the same.

Councilmembers Brick, Ruesink and Schultz volunteered to serve on the ad hoc committee.

MOTION: Upon a motion made by Mayor Berry and a second by Councilmember Lyles, the City Council voted seven (7) for and none (0) opposed, to adopt Resolution 02-09-12-07, forming a Joint Neighborhood Parking Task Force, appointing Council members to the same, and directing the Planning & Zoning Commission to appoint members to the same. The motion carried unanimously.

8. Council Calendar

- **February 16 BCS Chamber of Commerce - Business After Hours at Caldwell Companies – 1700 Research Pkwy Suite 240 (CS), 5:30 p.m.**
- **February 16 P&Z Workshop Meeting in Council Chambers at 6:00 p.m. (Katy-Marie Lyles, Liaison)**
- **February 17- 19 TML Elected Officials Conference at Hyatt Regency Riverwalk - San Antonio, 8:00 a.m.**
- **February 20 GB Foundation - Nancy Pelosi and Andrew H. Card Jr. at Annenberg Presidential Conference Center, 5:30 p.m.**
- **February 23 City Council Workshop Regular Meeting at 3:00 & 7:00 p.m.**
- **February 24 Britt Rice Lecture Series - Mary Matalin and James Carville at Annenberg Conference Center, 6:00 p.m.**

Council reviewed the Council calendar. February 22 was added to note the Inner Circle Luncheon.

9. 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 Mooney asked staff to evaluate the request by Jim Maness regarding Arrington Road. Consensus was for staff to evaluate the request and make any necessary recommendation.

Councilmember Fields asked for a workshop item related to energy efficient alternatives to double-paned windows. Staff was directed to review the code and report their findings to the Council via email.

10. 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, BWACS, Cemetery Committee, Code Review Committee, Convention & Visitors Bureau, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, 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.

No reports were given.

11. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.074-Personnel, the College Station City Council convened into Executive Session at 5:20 p.m. on Thursday, February 9, 2012 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
- 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
- Shirley Maguire and Holly Maguire vs. City of College Station, Cause No. 11-002516-CV-272, In the 272nd District Court of Brazos County, Texas

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

- Legal obligation regarding health insurance for retired employee.

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

- Council self-evaluation

The Executive Session adjourned at 6:34 p.m. on Thursday, February 9, 2012.

No action was required from Executive Session.

13. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 8:56 p.m. on Thursday, February 9, 2012.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

DRAFT

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
FEBRUARY 9, 2012

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 Neeley, City Manager
Kathy Merrill, Deputy City Manager
Frank Simpson, Deputy 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 7:09 p.m. on Thursday, February 9, 2012 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:

- January 26,2012 Workshop and Regular Council Meeting
- January 30,2012 Special Workshop-Strategic Plan Update
- January 3 1,2012 Special Workshop-Strategic Plan Update

2b. Presentation, possible action, and discussion on Resolution 02-09-12-2b, for a Professional Services Contract with Arcadis US, Inc., in the amount of \$149,718, for the preliminary engineering report for the Sandy Point Combined Project, and approval of Resolution 02-09-12-2b-a, declaring intention to reimburse certain expenditures with proceeds from debt.

2c. Presentation, possible action and discussion on a one year lease extension for Gambro Healthcare of Texas (aka DaVita, Inc.) in the Chimney Hill Shopping Center. Effective August 2012, the minimum monthly rent will increase from \$2 133 1.61 to \$22.177.09.

2d. Presentation, possible action, and discussion regarding approval of a real estate contract between the City of College Station (Buyer) and Edward Uvacek, Jr. and Beatrice G. Uvacek (Seller) in the amount of \$216,601.00 for the purchase of right-of-way (0.446 acres) and a public utility easement (0.642 acres) needed for the Rock Prairie Road East Widening Design and Right-of-way Project.

2e. Presentation, possible action, and discussion regarding approval of a renewal of a semi-annual contract with Knife River for Type D Hot Mix Asphaltic Concrete and Emulsion Installed, in an amount not to exceed \$408,000.

2f. Presentation, possible action, and discussion regarding the renewal of an Interlocal Contract "Agreement", for a period of five years, allowing the City of College Station to repair and maintain the city-owned playground equipment at Hensel Park in the same manner and to the same standard as set out by city policy for all College Station playgrounds; and, to maintain that portion of Hensel Park that consists of the surface area upon which the playground equipment is located.

2g. Presentation, possible action, and discussion on approving a correction deed conveying property located at 911 Monclair Avenue.

2h. Presentation, possible action, and discussion regarding the ratification of cancellation of item Group B, PO#12-0343 in the amount of \$33,570.00 to FAPCo LLC and subsequent ratification of award of bid item Group B to JH Davidson and Associates in the amount of \$34,626.00 for the purchase of current transformers for the Switch Station Entergy tie project.

2i. Presentation, possible action, and discussion authorizing payment of the third of five economic development incentive payments in the amount of \$250,000 to Texas A&M University's Texas Institute for Preclinical Studies (TIPS).

Item 2i was pulled from consideration and will come back for consideration at a later date.

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

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2012-3396, amending Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map", of the Code of Ordinances of the City of College Station, Texas, more specifically a Rezoning from A-0 Agricultural Open to R-1 B Single-Family Residential for 65 acres located at 13500 Rock Prairie Road, generally located west of Lick Creek Park.

At approximately 7:16 p.m., Mayor Berry opened the Public Hearing.

James Benham, Planning and Zoning Commissioner, explained the purpose for the 100' buffer and buffer around the oil well.

There being no further comments, the Public Hearing was closed at 7:20 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2012-3396, amending Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map", of the Code of Ordinances of the City of College Station, Texas, more specifically a Rezoning from A-O Agricultural Open to R-1 B Single-Family Residential for 65 acres located at 13500 Rock Prairie Road, generally located west of Lick Creek Park. The motion carried unanimously.

2. Presentation, possible action, and discussion regarding approval of the Rental Rehabilitation Guidelines.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Schultz, the City Council voted six (6) for and one (1) opposed, with Councilmember Fields voting against, to approve the Rental Rehabilitation Guidelines as submitted. The motion carried.

3. Presentation, possible action, and discussion regarding the revision of the Strong and Sustainable Neighborhood Grant Program Guidelines.

Gary Ives, 3943 Blue Jay Court, President of the Springbrook Homeowners Association, expressed his concern with one of the proposed new rules on Gateway Grants. He distributed to the Council pictures of the common areas along Longmire. He approached the homeowners about applying for a Gateway Grant and received strong support from the homeowners. They received a \$4,200 Gateway Grant to revitalize the landscaping. However, with these new guidelines, the job that needs to be done is not eligible. The \$4,200 seed funding they received was for a project that amounts to a \$26,000 renovation.

MOTION: Upon a motion made by Councilmember Mooney and a second by Mayor Berry, the City Council voted six (6) for and one (1) opposed, with Councilmember Fields voting against, to adopt the revised Strong and Sustainable Neighborhood Grant Program Guidelines. The motion carried.

4. Presentation, possible action and discussion regarding the appointment to BVSWMA to replace Stephen Beachy.

Mayor Berry reported that Stephen Beachy had submitted his letter of resignation from the BVSWMA Board in order to devote time to his position as President of the Brazos Valley Groundwater Conservation District Board.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Floyd, the City Council voted seven (7) for and none (0) opposed, to appoint Richard Floyd to the BVSWMA Board. The motion carried unanimously.

5. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 8:39 p.m. on Thursday, February 9, 2012.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

February 23, 2012
Consent Agenda Item No. 2b
Medical District Plan Resolution

To: David Neeley, City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding a Resolution to support the planning efforts for the Medical District and acknowledge the economic development initiatives of the planned infrastructure improvements in the area.

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

Recommendation(s): Staff recommends approval of the Resolution. **Note: This resolution is for work enacted by the City thus far and does not approve the draft Medical District Plan.**

Summary: On October 13, 2011, the City Council approved a Conditional HOME Commitment (agreement) in the amount of \$1,000,000 with The NRP Holdings, LLC for an affordable senior rental housing development in accordance with The City of College Station 2010-2014 Consolidated Plan, which demonstrated a need for affordable senior living development. At the same meeting, the City Council adopted Resolution No. 10-13-11-02, declaring support for The NRP Holdings, LLC Joint Housing Tax Credit and Home Investment Partnership Program application to the Texas Department of Housing and Community Affairs for the year 2012. The Housing Tax Credit application process is very competitive, making each point request in the application essential to the successful award of tax credits.

One potential point may be gained by showing that economic development initiatives have been made in the area of the development to promote economic stability and growth. Such initiatives could include a City Council-supported plan for the district and infrastructure improvements in the area to meet development demands. The tract for the proposed development is located within the area of the Medical District Plan, which has been drafted and is nearing completion. Council received an update on the planning process for the Medical District in January and was supportive of the work that has been accomplished thus far. The purpose of the attached Resolution is to further support the efforts of The NRP Holdings, LLC in their application for tax credits by demonstrating support of the planning process of the Medical District and the progress it has made, and demonstrating the commitments already made to improve the network of infrastructure in the vicinity.

The Medical District Plan will not be adopted through this resolution. The purpose of the resolution is to acknowledge the efforts that have been and are currently being made in the process of creating the plan, and to acknowledge the commitments the City Council has already made to support economic development in the planning area.

Budget & Financial Summary: N/A

Attachments:

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS
SUPPORTING THE PLANNING EFFORTS FOR THE MEDICAL DISTRICT AND
ACKNOWLEDGING THE ECONOMIC DEVELOPMENT INITIATIVE OF THE PLANNED
INFRASTRUCTURE IMPROVEMENTS IN THE AREA.**

WHEREAS, on May 28, 2009 the City Council adopted Ordinance No. 3186, adopting a new City of College Station Comprehensive Plan; and

WHEREAS, the new Comprehensive Plan identified the general area from the intersection of State Highway 6 and Rock Prairie Road, along State Highway 6 south, toward the intersection of Rock Prairie Road and William D. Fitch Parkway as a primary gateway into the City and as a district that exhibited opportunities for a mix of uses with an unique focus on health care; and

WHEREAS, the City of College Station, Texas is poised to capitalize on one of the most significant economic development opportunities in its history—the creation of a medical district that will become a regional destination as well as an economic catalyst for the City; and

WHEREAS, on May 27, 2010, the City Council approved contract 10-224 for professional services from Schrickel, Rollins & Associates, Inc. for the assessment, planning, and design of a medical corridor in the area identified in the Comprehensive Plan; and

WHEREAS, on May 27, 2010, the City Council approved a joint funding agreement with The College Station Med for the planning and design phase of the Medical Corridor project; and

WHEREAS, on March 24, 2011, the City Council approved Resolution No. 3-24-11-2c, creating a Medical Corridor Advisory Committee that consisted of 38 City Council-appointed residents and members of the business community that participated in the planning process; and

WHEREAS, Schrickel, Rollins & Associates, Inc. completed the draft plan and the Medical Corridor Advisory Committee accepted the draft on October 25, 2011; and

WHEREAS, several infrastructure projects within the medical district and surrounding area have been identified for funding in order to meet the increased demands of development, including:

The Rock Prairie Road Bridge

The Bryan-College Station Metropolitan Planning Organization identified improvements to the Rock Prairie Road bridge as the No. 1 priority on the Metropolitan Transportation Plan, and recently recommended funding of approximately \$4.4 million under the Proposition 12 Program through the Texas Department of Transportation. Improvements recommended for funding include expanding the existing bridge from five travel lanes to six, and adding bike lanes and sidewalks on both sides of the bridge. In addition, new structures will be added on either side of the bridge to accommodate U-turn lanes. Pending final funding approval by the Texas Transportation Commission, construction of these improvements is anticipated to begin in summer 2013. The subject property's primary access will be from Normand Drive, via Rock Prairie Road West. Improvements to the bridge in anticipated to improve movement along Rock Prairie Road.

Rock Prairie Road West

The Rock Prairie Road West Capital Improvement Program project funding includes the engineering analysis needed to determine the optimum right-of-way, and the purchase of land between SH 6 and

Normand Drive to provide for the future widening of Rock Prairie Road. The subject property's primary access will be from Normand Drive, via Rock Prairie Road West.

Rock Prairie Road East

The Rock Prairie Road East Capital Improvement Program project funding includes engineering design services and the purchase of land between SH 6 and William D. Fitch Parkway to provide for the future widening of Rock Prairie Road.

Bird Pond Road

The Bird Pond Road Capital Improvement Program project funding includes engineering design services and construction for the rehabilitation of the existing street, north of Rock Prairie Road. Construction of this project is anticipated to be complete in 2012.

Barron Road East/Lakeway Drive

The Barron Road East/Lakeway Drive Capital Improvement Program project funding includes engineering design services and construction of the extension of Barron Road between SH 6 and the future intersection with Lakeway Drive. This project also includes the design and construction of a segment of Lakeway Drive from the intersection with Barron Road southward where it will connect to a segment of Lakeway built by private development. Construction of this project is anticipated to be complete in 2014.

Lick Creek Hike and Bike Trail

The Lick Creek Hike and Bike Trail Capital Improvement Program project funding includes engineering design services and construction of approximately three miles of trails along Lick Creek between Lick Creek Park and Victoria Avenue. Construction of this project is anticipated to be complete in 2014.

Scott & White Lift Station

The Scott & White Lift Station Capital Improvement Program project funding includes engineering design services, land acquisition and construction of a lift station and force main along SH 6 that will provide sewer service to the Scott & White Hospital. Construction of this project is anticipated to be complete in 2012.

and

WHEREAS, City staff is further developing the framework for success of the district by clarifying how capital improvements; regulations and standards; and management, marketing, and operations of the special district will implement the plan and facilitate desired development; and

WHEREAS, on January 12, 2012 the City Council was updated on the plan at its regular meeting and was supportive of the progress it has made; now therefore

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

- PART 1: The City Council supports the planning efforts of the public, the consultant, and staff to create the Medical District Plan.
- PART 2: The City Council considers the infrastructure improvements in the area to be economic development initiatives to facilitate desired development in the future Medical District area.
- PART 4: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2012.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

Carla A. Robinson
City Attorney

**February 23, 2012
Consent Agenda Item No. 2c
HDR Design Contract Cancellation
for Raymond Stotzer West Infrastructure**

To: David Neeley, City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding a change order to cancel the design contract (10-067) with HDR Engineering, Inc., for the Raymond Stotzer West Infrastructure Project due to a change in the water and wastewater service plan.

Relationship to Strategic Goals: Core Services and Infrastructure – ensure the fiscally responsible use of utility funds for the extension of services.

Recommendation(s): Staff recommends authorizing the change order to clear the encumbrance and cancel the design contract with HDR.

Summary: The original scope of the Raymond Stotzer West Infrastructure Project was to provide water and wastewater utility services to an area along Raymond Stotzer West from FM 2818 to SH 47. The project included waterlines, gravity sewer, force main, and a wastewater lift station. Due to change to the water and wastewater service plan that resulted from the BioCorridor Interlocal Agreement and CCN swap with the City of Bryan, the wastewater component of this project was eliminated, and the approach to provide water service to the area changed significantly. The water service will be extended as the area develops with the extension of HSC Pkwy, and a new design contract that will be appropriate for the proposed development will be proposed for City Council consideration. Therefore, the original project scope is no longer applicable, and the design contract is being canceled, with the remaining encumbrance cleared in the amount of \$749,411.44.

Budget & Financial Summary: Funds were budgeted for this project in the Water and Wastewater Capital Improvement Projects Funds. The balance on the contract will be utilized on other capital projects.

Attachments:

1. Change Order
2. Location Map

CHANGE ORDER NO. 2 Contract No. 10-067 DATE: January 30, 2012
P.O.# 100346 PROJECT: Raymond Stotzer West

OWNER: City of College Station
P.O. Box 9960
College Station, Texas 77842

CONTRACTOR: HDR Engineering Inc.
PO Box 3480
Omaha, NE 68103-0480

Ph: (713) 425-0067
Fax: (972) 960-4471

PURPOSE OF THIS CHANGE ORDER:

Due to several changes to the project scope necessitated by the Bio Corridor project, the original project scope is no longer applicable. The CCN swap removed the wastewater component as the City of College Station's responsibility to provide to this area. Therefore, the contract is being canceled.

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Cancel the contract and clear the encumbrance.	(\$749,411.44)	0	1,000	(\$749,411.44)
					TOTAL	(\$749,411.44)

THE NET AFFECT OF THIS CHANGE ORDER IS 96.24% DECREASE.

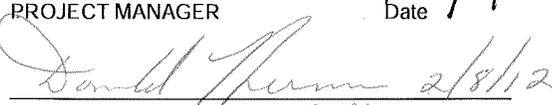
LINE 1 (212-9111-973.5502/WF1111167)	(\$179,858.75)
LINE 2 (213-9111-974.5501/WF1111168)	(\$569,552.69)
TOTAL CHANGE ORDER	(749,411.44)

ORIGINAL CONTRACT AMOUNT	\$778,725.00	
Change Order No. 1	\$0.00	
Change Order No. 2	(\$749,411.44)	-96.24%
REVISED CONTRACT AMOUNT	\$29,313.56	-96.24% TOTAL CHANGE

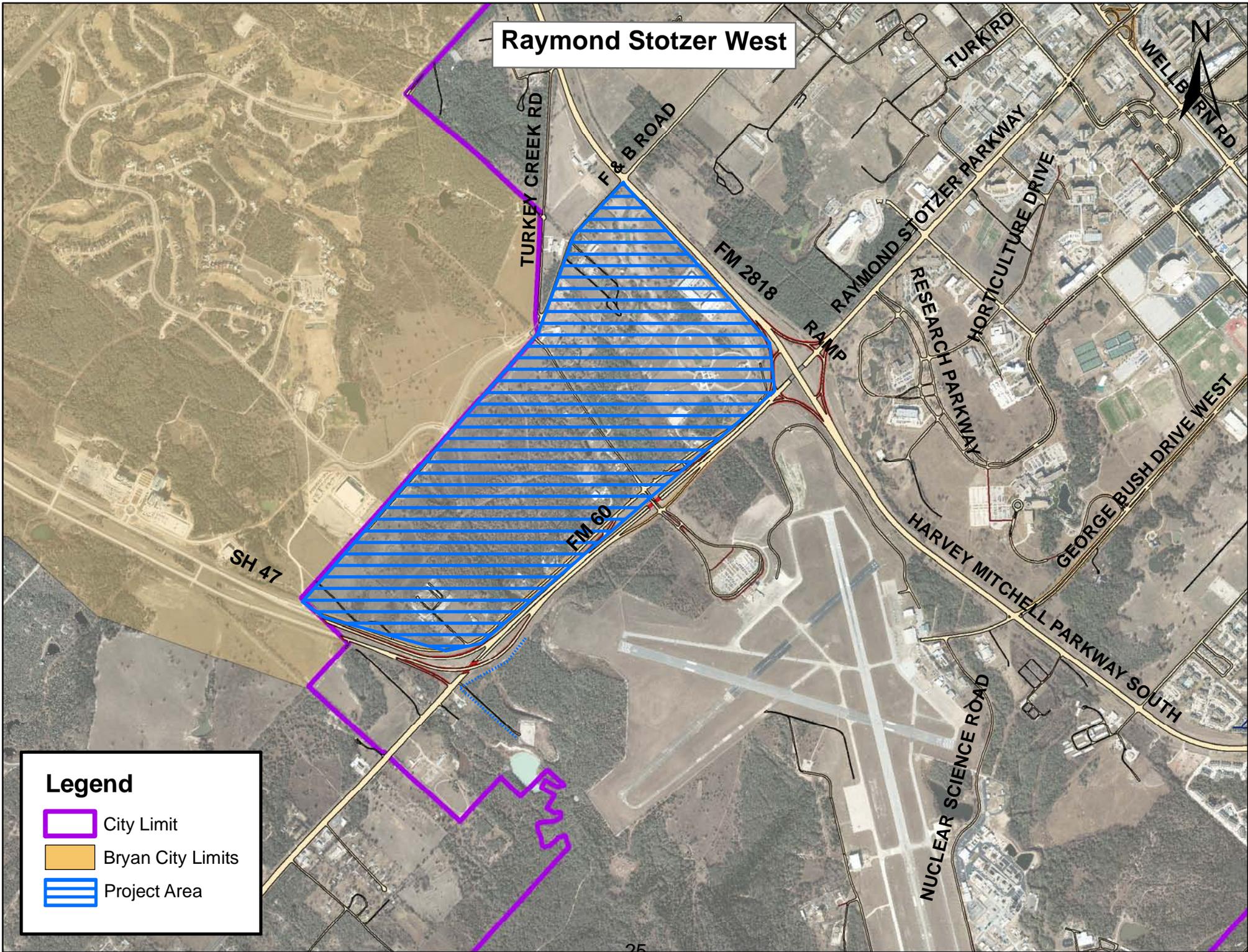
ORIGINAL CONTRACT TIME	168 Days
Time Extension No. 1A	74 Days
Time Extension No. 1B	84 Days
REVISED CONTRACT TIME	326 Days

SUBSTANTIAL COMPLETION DATE
REVISED SUBSTANTIAL COMPLETION DATE

APPROVED

 A/E CONTRACTOR	 CITY ATTORNEY
 CONSTRUCTION CONTRACTOR	 EXEC. DIRECTOR FISCAL SERVICES
 PROJECT MANAGER	 MAYOR
 DEPARTMENT DIRECTOR	 CITY SECRETARY
	 CITY MANAGER

Raymond Stotzer West



Legend

-  City Limit
-  Bryan City Limits
-  Project Area

**February 23, 2012
Consent Agenda Item No. 2d
Contract Administration Procedures**

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action, and discussion regarding a resolution to improve efficiency of contract administration procedures.

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

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

Summary: In November 2010, Council authorized the City Manager to execute Standard Form Contracts for Construction and Professional Services. Staff is proposing to further streamline the contract routing process for all contracts that require Council approval.

This resolution will authorize the City Manager to execute all contracts on behalf of the City only after the Council has approved the contract. This resolution does not preclude the Mayor from executing contracts, and the Mayor may exercise the right to execute contracts approved by Council at any time, for any reason, or in lieu of the City Managers signature.

Staff proposes to implement this new procedure, if approved by Council, on or after April 1, 2012 giving staff sufficient time to amend the signature page(s) for all contracts that will be presented to Council on or after that date.

Budget & Financial Summary: None.

Attachments: Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, GRANTING AUTHORITY TO THE CITY MANAGER TO EXECUTE CONTRACTS ON BEHALF OF THE CITY WHEN CITY COUNCIL HAS DULY APPROVED SUCH CONTRACTS.

WHEREAS, the City Council of the City of College Station, Texas, adopted Resolution No. 11-10-11-2c which in part authorizes the City Manager to execute the City's Standard Form Construction Agreements for over \$50,000.00 and the Architects and Engineers Professional Services Contracts on behalf of the City when the City Council has duly approved such contracts thus improving the efficiency of processing said contracts; and

WHEREAS, the City Council of the City of College Station, Texas, has determined that all contracts approved by the City Council can similarly be more efficiently processed by authorizing the City Manager to execute such contracts following their approval; now, therefore,

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

- PART 1: That all the findings of fact made and set forth in the preamble to this Resolution shall be and the same are hereby found, declared and adjudicated to be true and correct.
- PART 2: That the City Council of the City of College Station hereby authorizes the City Manager to execute all contracts on behalf of the City when City Council has duly approved such contracts.
- PART 3: That the City Council hereby finds that granting such authority to the City Manager in no way precludes the Mayor from executing contracts on behalf of the City when City Council has duly approved such contracts if required by law or as a condition of the contract or as otherwise determined by the City Council in its discretion.
- PART 4: That the City Council further finds that granting such authority to the City Manager shall not otherwise modify or change the City's procedures for processing such contracts.
- PART 5: That this Resolution shall take effect on April 1, 2012.

ADOPTED this _____ day of _____, A.D. 2012.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

Carla A. Robinson
City Attorney

**February 23, 2012
Consent Agenda Item No. 2e
2011 Annual Traffic Contact Report**

To: David Neeley, City Manager

From: Jeffrey Capps, Chief of Police

Agenda Caption: Presentation, possible action and discussion regarding the annual traffic contact report required annually by Senate Bill 1074, of the Texas 77th legislative session.

Relationship to Strategic Goals: Core Services and Infrastructure

Recommendation(s): This item is presented according to statutory requirements. Staff requests Council's acceptance of this report.

Summary: Each year, in an effort to remain transparent to our community, the Police Department employs an independent consultant to analyze traffic stop data and develop this report. The report indicates that the department is in compliance with state law and continues to employ best practice strategies.

Since January 1, 2002, the College Station Police Department, in accordance with the Texas Racial Profiling Law (SB No. 1074), has been required to implement and maintain policy and procedures to satisfy the requirements of the law. The requirements include:

- Development of a policy, which clearly defines the acts that constitute racial profiling and prohibits any peace officer employed by the department from engaging in racial profiling.
- Conduct Racial Profiling Training to Law Enforcement Officers.
- Implementation and publication of complaint and disciplinary processes for addressing racial profiling complaints.
- Development of a policy which establishes procedures for reviewing video and audio documentation.
- Collection of tier 1 traffic stop data.
- Production of an annual report on police traffic contacts (tier 1) and conveyance of that report to the City Council before March 1 of each year.

Budget & Financial Summary: n/a

Attachments:

- Letter to council summarizing findings – Dr. Alex del Carmen
- A full copy of 2011 Annual Traffic Contact Report can be viewed in the City Secretary's Office.

January 20, 2012

College Station City Council
College Station, Texas 77842

Dear Distinguished Members of the City Council,

The Texas legislature, in 2001, with the intent of addressing the issue of racial profiling in policing, enacted the Texas Racial Profiling Law. Since 2001, the College Station Police Department, in accordance with the law, has collected and reported traffic and motor vehicle-related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 legislative session, the Racial Profiling Law was modified and newer requirements are now in place. These most recent requirements have been met by the College Station Police Department and are being addressed in this report.

In the report, you will find three sections that contain information on traffic and motor vehicle-related data. In addition, when appropriate, documentation is also a component of this report, aiming at demonstrating the manner in which the College Station Police Department has complied with the Texas Racial Profiling Law. In section 1, you will find the table of contents in addition to the Texas Senate Bill (SB1074) which later became the Texas Racial Profiling Law. In addition, you will find the Texas HB 3389 which, in 2009, introduced new requirements relevant to racial profiling. Also, in this section, a list of requirements relevant to the Racial Profiling Law as established by TCLEOSE (Texas Commission on Law Enforcement Officer Standards and Education) is included. In addition, you will find, in sections 2 and 3, documentation which demonstrates compliance by the College Station Police Department relevant to the requirements as established in the Texas Racial Profiling Law. That is, documents relevant to the implementation of an institutional policy banning racial profiling, the incorporation of a racial profiling complaint process and the training administered to all law enforcement personnel, are included.

The last section of this report provides statistical data relevant to contacts, made during the course of motor vehicle stops, between 1/1/11 and 12/31/11. In addition, this section contains the TCLEOSE Tier 1 form, which is required to be submitted to this particular organization by March 1st of each year. The data in this report has been analyzed and compared to data derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report. The findings in this report serve as evidence of the College Station Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.
Del Carmen Consulting, LLC

Analysis

The Texas Senate Bill 1074, which later became the Texas Racial Profiling Law, was passed in 2001. That is, the law came into effect on January 1, 2002 and required that all police departments in Texas collect traffic-related data and report this information to their local governing authority by March 1st of each year. In 2009, the law was modified to include the collection and reporting of all motor vehicle related contacts where a citation was issued or arrest made. In addition, since 2009, the law requires that all police officers indicate whether or not they knew the race or ethnicity of the individual before detaining them. Further, it is required that agencies report motor vehicle related data to their local governing authority and to the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) by March 1st of each year. The purpose in collecting and presenting this information is to determine if police officers in a particular municipality are engaging in the practice of racially profiling minority motorists.

Further, the Texas Racial Profiling Law requires police departments to interpret motor vehicle-related data. Even though most researchers would probably agree with the fact that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is very difficult to determine if police officers are engaging in racial profiling, from a review or analysis of aggregate data. In other words, it is challenging for a reputable researcher to identify specific "individual" racist behavior from aggregate-level "institutional" data on traffic or motor vehicle-related contacts.

During the 2009 legislative session, the Texas Legislature passed House Bill 3389, which modified the existing Racial Profiling Law by adding new requirements; this took effect on January 1st, 2010. These new changes include, but are not exclusive of, the re-definition of a contact to include motor vehicles where a citation was issued or an arrest made. In addition, it requires police officers to indicate if they knew the race or ethnicity of the individual before detaining them. Also, the new law requires adding "middle eastern" to the racial and ethnic category and submitting the annual traffic data report to TCLEOSE before March 1st of each year, starting this year. I am pleased to inform you that these new requirements have been addressed by the College Station Police Department as it is demonstrated throughout this report.

The College Station Police Department, in an effort to comply with The Texas Racial Profiling Law, commissioned the analysis of its 2011 traffic contact data. Thus, three different types of data analyses were performed. The first of these involved a careful evaluation of the 2011 motor vehicle-related data. This particular analysis measured, as required by the law, the number and percentage of Caucasians, African Americans, Hispanics, Asians, Native Americans, Middle Easterners and individuals belonging to the "other" category, that came in contact with the police in the course of a motor vehicle related stop, and were either issued a citation or arrested. Further, the analysis included information relevant to the number and percentage of searches (table 1) while indicating the type of search performed (i.e., consensual or probable cause). Also,

the data analysis included the number and percentage of individuals who, after they came in contact with the police for a traffic-related reason, were arrested.

The additional data analysis performed was based on a comparison of the 2011 motor vehicle contact data with a specific baseline. When reviewing this particular analysis, it should be noted that there is disagreement, in the literature, regarding the appropriate baseline to be used when analyzing traffic-related contact information. Of the baseline measures available, the College Station Police Department opted to adopt, as a baseline measure, the Fair Roads Standard. This particular baseline is based on data obtained through the U.S. Census Bureau (2000) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households. It should be noted that the 2010 U.S. Census Data relevant to the Fair Roads Standard was not available at the time that this report is being produced. It is expected that this particular data will be available by the U.S. Census in the near future.

It is clear that census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless of the fact they may or may not be among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only. Thus, excluding individuals who may have come in contact with the College Station Police Department in 2011 but live outside city limits. In some cases, the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

Since 2002, several civil rights groups in Texas expressed their desire and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of "households" that have access to vehicles. Thus, proposing to compare "households" (which may have multiple residents and only a few vehicles) with "contacts" (an individual-based count). This, in essence, constitutes a comparison that may result in ecological fallacy. Despite this, the College Station Police Department made a decision that it would use this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its "good will" and "transparency" before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to College Station. Unfortunately, the data being used for comparative purposes is from the previous census since, as noted earlier, the most recent census data was not available at the time of this report. It is expected that the new and more recent census data will be used in future reports.

The final analysis was conducted while using the 2002--2009 traffic data and the 2010 and 2011 motor-vehicle related data. Specifically, all traffic-related contacts made in 2009 were compared to similar figures reported in 2002, 2003, 2004, 2005, 2006, 2007 and 2008. Similarly, motor vehicle contact data was compared made in 2010 and 2011. Although some researchers may not support the notion that in ten years, a "significant" and "permanent" trend can take effect, when considering this analysis, it was determined

that comparing ten years of traffic contact data may highlight possible areas of consistency with regards to traffic-related contacts. That is, the ten-year comparison has the potential of revealing indicators that a possible trend of traffic-based contacts with regards to members of a specific minority group, may in fact, develop.

Tier 1 (2011) Motor Vehicle-Related Contact Analysis

When analyzing the Tier 1 data collected in 2011, it was evident that most motor vehicle-related contacts were made with Caucasian drivers. This was followed by Hispanic and African American drivers. With respect to searches, most of them were performed on Caucasian drivers. This was followed by African Americans and Hispanics. It is important to note that the arrest data revealed that Caucasian drivers were arrested the most in motor vehicle-related contacts; this was followed by Hispanics and African Americans.

Fair Roads Standard and U.S. Census Analysis

The data analysis of motor vehicle contacts to the census data relevant to the number of “households” in College Station who indicated, in the 2000 census, that they had access to vehicles, produced interesting findings. Specifically, the percentage of individuals of African American and Hispanic descent that came in contact with the police was higher than the percentage of African American and Hispanic households in College Station that claimed, in the 2000 census, to have access to vehicles. It should be noted that the percentage difference among Hispanic contacts and households with access to vehicles was of 3%; thus, deemed by some as being statistically insignificant. With respect to Caucasians, Asians and Native Americans, a lower percentage of contacts were detected. That is, the percentage of Caucasian, Asian and Native American drivers that came in contact with the police in 2011 was lower than the percentage of Caucasian, Asian and Native American households in College Station with access to vehicles.

Ten-Year Comparison

The ten-year comparison (02-10) of traffic and motor vehicle related-contact data showed some similarities. As illustrated in table 3, the percentage of drivers (from different racial/ethnic groups) that came in contact with the College Station Police in 2011 was similar to the percentage of drivers, from the same racial/ethnic groups that came in contact with the College Station Police Department from 2002 to 2010. However, a few differences were noted. When comparing 2011 to the previous years, there was a slight increase in percentage of contacts among African American and Hispanic drivers. A decrease in percentage was noted among Caucasians.

It is clear that commonalities in the data existed, when analyzing the search-related contacts for all ten years. An increase in percentage was detected among African Americans while a percentage decrease was noted among Caucasians, Hispanics and Asians. When considering the arrests made, the data revealed that the percentage of arrests increased among Hispanics while a decrease in percentage was evident among

Caucasians and African Americans. It should be noted that the 2010 and 2011 data should be analyzed while considering that since January 1st of 2010, a contact was re-defined by the law; thus, making it statistically challenging to compare traffic contacts (collected and reported from 2002-2009) with motor vehicle contacts (collected and reported since 2010).

Summary of Findings

The comparison of motor vehicle contacts showed that the College Station Police Department came in contact (in motor vehicle-related incidents) with a smaller percentage of Caucasian, Asian and Native American drivers than the percentage that resided in College Station and had access to vehicles. Further, the data suggested that the percentage of African American and Hispanic drivers that came in contact with the police in 2011 was higher than the percentage of African American and Hispanic households in College Station with access to vehicles. In addition, the data showed that in a large number of instances, officers did not know the race or ethnicity of individuals before detaining them, when compared to instances where officers knew the race/ethnicity of individuals before they were detained.

An examination of the ten-year traffic and motor vehicle-related contact data suggested that the College Station Police Department has been, for the most part, consistent in the racial/ethnic composition of motorists it comes in contact with during a given year. The consistency of contacts for the past 10 years is in place despite the fact the city demographics may have changed, thus, increasing the number of subjects likely to come in contact with the police.

While considering the findings made in this analysis, it is recommended that the College Station Police Department should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected) which may prove to be useful when determining the nature of the contacts police officers are making with all individuals; particularly with African Americans and Hispanics. Although this additional data may not be required by state law, it is likely to provide insights regarding the nature and outcome of all motor vehicle contacts made with the public.

As part of this effort, the College Station Police Department is also encouraged to:

- 1) Perform an independent search analysis on the search data collected in the first quarter of 2012.
- 2) Commission data audits in 2012 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

It should be noted that the Department complied with recommendations made last year regarding data audits. Further, the information and analysis provided in this report

serves as evidence that the College Station Police Department has, once again, complied with the Texas Racial Profiling Law.

February 23, 2012
Consent Agenda Item No. 2f
Office of the Governor Criminal Justice Division (CJD) Grant

To: David Neeley, City Manager

From: Jeff Capps, Chief of Police

Agenda Caption: Presentation, possible action, and discussion on the application and acceptance of an Office of the Governor, Criminal Justice Division (CJD) Grant.

Relationship to Strategic Goals: Financially Sustainable City

Recommendation(s): Staff recommends Council approval

Summary: The CJD's mission is to create and support programs that protect people from crime, reduce the number of crimes committed, and to promote accountability, efficiency, and effectiveness within the criminal justice system. CJD focuses on the enhancement of Texas' capacity to prevent crime, provide service and treatment options, enforce laws, train staff and volunteers, and the restoration of crime victims to full physical, emotional and mental health.

This CJD grant will provide 100% funding for the purchase of an all terrain vehicle to be used in the Northgate Entertainment District and at other special events where large groups gather. The addition of this piece of equipment will allow officers better mobility through dense crowds as well as provide them the ability to travel across large areas quickly when the need to respond to a call arises.

This grant will also provide 100% funding for the purchase of digital cameras to be used by our patrol officers. There are many times during a patrol shift in which an officer needs a camera to take photos for evidentiary purposes. Though a few cameras are currently available to our officers, the numbers are limited requiring officers to share and deliver cameras from one location to another. This has a profound impact on our efficiency in addition to the risk of losing evidence if a time sensitive situation arises such as a rain storm arriving that could wash away evidence or redness from an assault fading.

There is no local match requirement for CJD, but grant funding will only be provided for the initial equipment purchase. Due to this, any other associated costs such as maintenance, repair, or replacement will be the responsibility of the grantee agency.

Budget & Financial Summary: The purchase of the ATV will cost approximately \$14,700. Annual maintenance, repair, or replacement is estimated to not exceed \$300. The equipment necessary to provide each officer with a digital camera will total approximately \$12,122. Annual maintenance, repair, or replacement is estimated to not exceed \$2000. A budget amendment will be brought forward to appropriate these grant funds into the police department budget.

Attachments:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION TO AUTHORIZE THE CITY MANAGER OR HIS DESIGNEES TO EXECUTE DOCUMENTS NECESSARY FOR THE SUBMISSION OF A GRANT APPLICATION FOR THE OFFICE OF THE GOVERNOR CRIMINAL JUSTICE DIVISION (CJD) FUNDS ON BEHALF OF THE CITY AND TO ACT ON ITS BEHALF WITH RESPECT TO ANY ISSUES THAT MAY ARISE DURING PROCESSING OF THE APPLICATION.

WHEREAS, the City Council of College Station has expressed commitment to providing for the health and safety of its citizens; and

WHEREAS, the City of College Station Police Department is dedicated to seeking efficient and effective means to reduce crime and recover evidence; and

WHEREAS, the Office of the Governor has issued a Request for Applications for CJD funding to reduce crime and improve the criminal justice system; and

WHEREAS, the eligible activities under CJD are consistent with the strategies identified in the Police Department's Operational Plan; and

WHEREAS, eligible activities under CJD can be expected to enhance the City's existing policing services, and alleviate health and safety concerns, and

WHEREAS, the City Council acknowledges that the grant requires the City to pay any maintenance costs beyond the initial purchase of equipment; now, therefore,

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

PART 1: That the City Council hereby authorizes the City Manager or his designees to execute documents necessary for the submission of a grant application for CJD funds to the Officer of the Governor on behalf of the City of College Station and to act on its behalf with respect to any issues that may arise during processing of the application.

PART 2: This resolution shall take effect immediately from and after its passage.

ADOPTED this ___ day of _____, 2012.

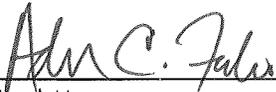
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

**February 23, 2012
Consent Agenda Item No. 2g
Resolution Suspending the Atmos Energy
Requested Rate Change**

To: David Neeley, City Manager

From: Jason Stuebe, Assistant to the City Manager

Agenda Caption: Presentation, possible action, and discussion regarding a resolution suspending the March, 6th 2012 Effective Date of Atmos Energy Corp., Mid-Tex Division's requested rate change.

Recommendation(s): Staff recommends adopting the resolution and suspending the effective date of the Atmos rate increase.

Summary: College Station, along with approximately 153 other cities served by the Atmos Energy Corp., Mid-Tex Division (Atmos), is a member of the Atmos Cities Steering Committee (ACSC). On January 31th, Atmos filed with the City a Statement of Intent to increase rates within the City.

Since 2007, ACSC cities and Atmos have utilized the Rate Review Mechanism ("RRM") process to allow for an expedited but comprehensive annual rate review. Last year, the RRM process was extended for a fourth year, with some modifications being requested. ACSC negotiated with Atmos through the final quarter of 2011 to extend the RRM process, but no agreement was reached.

As such, Atmos filed a Statement of Intent to increase the system-wide base rate (which excludes the cost of gas) by approximately \$49 million or 11.94% which includes an increase of 13.6% in its base rates for residential customers. Additionally, Atmos has proposed changes to the formula for collecting rates by increasing the residential fixed-monthly charge from \$7.50 to \$18.00 and decreasing the consumption charge from \$0.25 per 100 cubic feet to \$0.07 per ccf. The effective date of this change would be March 6, 2012 as required by law.

State law provides that cities may suspend the rate change for 90 days after the otherwise effective date to provide cities time to review the rate-filing package. This resolution suspends the March 6, 2012 effective date for 90 days to allow the City, working in conjunction with other ACSC cities, to evaluate the filing, determine whether the filing complies with state law, and determine what strategies to pursue, including settlement and the ultimate negotiation of reasonable rates.

Budget & Financial Summary: N/A

Attachments:

- 1) Resolution
- 2) ACSC / RRM Frequently Asked Questions

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS SUSPENDING THE MARCH 6, 2012, EFFECTIVE DATE OF ATMOS ENERGY CORP., MID-TEX DIVISION (“ATMOS MID-TEX”) REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND OTHER CITIES IN THE ATMOS MID-TEX SERVICE AREA TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES’ RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND ACSC’S LEGAL COUNSEL

WHEREAS, on or about January 31, 2012, Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), pursuant to Gas Utility Regulatory Act § 104.102 filed with the City of College Station (“City”) a Statement of Intent to change gas rates in all municipalities exercising original jurisdiction within its Mid-Tex Division service area, effective March 6, 2012; and

WHEREAS, the City is a regulatory authority under the Gas Utility Regulatory Act (“GURA”) and under Chapter 104, §104.001 et seq. of GURA has exclusive original jurisdiction over Atmos Mid-Tex’s rates, operations, and services within the City; and

WHEREAS, in order to maximize the efficient use of resources and expertise, it is reasonable for the City to maintain its involvement in the Atmos Cities Steering Committee (“ACSC”) and to cooperate with the more than 150 similarly situated city members of ACSC and other city participants in conducting a review of the Company’s application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, Atmos Mid-Tex proposed March 6, 2012, as the effective date for its requested increase in rates; and

WHEREAS, it is not possible for the City to complete its review of Atmos Mid-Tex’s filing by March 6, 2012; and

WHEREAS, the City will need an adequate amount of time to review and evaluate Atmos Mid-Tex’s rate application to enable the City to adopt a final decision as a local regulatory authority with regard to Atmos Mid-Tex’s requested rate increase; and

WHEREAS, the Gas Utility Regulatory Act § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

WHEREAS, the Gas Utility Regulatory Act § 103.022 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility; now, therefore,

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

Part 1. That the March 6, 2012, effective date of the rate request submitted by Atmos Mid-Tex on January 31, 2012, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

RESOLUTION NO. _____

- Part 2. That the City is authorized to cooperate with ACSC and its member cities in the Mid-Tex service area and under the direction of the ACSC Executive Committee to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Railroad Commission.
- Part 3. That the City's reasonable rate case expenses shall be reimbursed by Atmos.
- Part 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.
- Part 5. A copy of this Resolution shall be sent to Atmos, care of David Park, Vice President Rates & Regulatory Affairs, at Atmos Energy Corporation, Mid-Tex Division, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

ADOPTED this _____ day of _____, A.D. 2012.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney

FREQUENTLY ASKED QUESTIONS REGARDING ACSC AND THE RRM RATEMAKING PROCESS

What is the Role of Cities in Ratemaking?

Cities have historically exercised original jurisdiction over the level of gas rates charged within their boundaries. Generally, gas distribution utilities have filed rate cases at the city level and only gone to the Railroad Commission of Texas (“RRC”) with an appeal of city action or if they cannot reach a settlement with cities. If a utility and cities reach an agreement, the utility may then file a case at the RRC to implement the same rates approved by cities in areas outside municipal boundaries.

Once a case is at the RRC, the Commission Staff generally expects cities to intervene and do most of the discovery, sponsor opposing witnesses, and do most of the cross-examination and briefing. There is no consumer advocate at the RRC. If cities do not participate in hearings at the RRC, the request of a regulated utility is likely to be rubber-stamped.

What is the background to the creation of the Atmos Cities’ Steering Committee?

The Atmos pipeline and distribution systems were built, owned and operated by Lone Star Gas (“LSG”) which maintained over 200 rate jurisdictions until it sold its assets to Texas Utilities (“TXU”) in the late 1990’s. That meant that many cities had their own unique distribution rates and that individual cities had to process rate cases at the local level. LSG-Pipeline served all 200-plus distribution systems and pipeline rates were set by the RRC.

From the early 1980’s through the late 1990’s, LSG filed no pipeline or system-wide rate case at the RRC. When LSG was finally brought before the RRC to show cause why its rates should not be reduced, approximately 80 cities intervened and created an *ad hoc* group known as the Steering Committee of Cities Served by Lone Star.

TXU purchased the LSG assets in the late 1990’s and immediately commenced consolidating 200-plus ratemaking jurisdictions into regions. As regional cases were filed, cities within each region created an *ad hoc* committee to form a common strategy and negotiating position. Once TXU had aggregated the cities into five or six jurisdictions, each with a different rate, Texas Utilities Gas Company filed a system-wide case to bring all of the old LSG territory under one common rate. The different city regional committees then united and formed the Allied Coalition of Cities (“ACC”). While the gas utility assets were owned and controlled by TXU, the Steering Committee transformed itself from an *ad hoc* group that came together only in response to rate filings by the utility into a permanent standing committee.

In Gas Utilities Docket (“GUD”) No. 9400 in 2004, TXU’s request for a \$61.6 million system-wide increase was aggressively opposed by ACC. The Company received only a \$2.01 million increase. Unhappy with that result, TXU decided that owning a gas system was neither as fun nor as profitable as the deregulated electric system, and they sold the system to Atmos Energy Corporation (“Atmos” or “Company”). ACC was then transformed into the Steering

Committee of Cities Served by Atmos and then renamed Atmos Cities Steering Committee to obtain an easy to remember acronym, “ACSC”.

What is the Atmos Cities Steering Committee?

ACSC is a coalition of 154 cities that unite in common purpose to address gas utility rate and franchise issues related to Atmos Energy Corporation. Its objectives are to: (1) ensure that gas utility rates charged to cities and their residents are fair and reasonable; (2) maintain reasonable franchise fee revenues for cities; (3) protect cities’ original jurisdiction over rates and services; (4) be a voice for consumers where no state agency assumes such a role; and (5) promote sound ratemaking policy in the public interest.

Cities join the permanent standing committee by passing a resolution and agreeing to support the work of ACSC through modest occasional *per capita* assessments which support ongoing administrative and legislative advocacy and all expenses where cities are not entitled to reimbursement. Each member city designates a representative to ACSC. Member representatives may volunteer to serve on the ACSC Executive Committee or Settlement Committee. The Executive Committee sets policy, hires legal counsel and consultants, directs litigation, establishes a legislative agenda, sets assessments on members as needed and meets quarterly with Atmos executives. The Settlement Committee is directly involved in negotiating resolution of contested matters with Atmos executives.

The list of current members is attached.

What is the benefit of membership in ACSC?

One hundred fifty-four cities speaking as one voice is much more effective in advocacy before the Railroad Commission and legislature than any one city or multiple small groups of cities.

The legislature has given gas utilities a right to an annual increase in rates. Resources (both financial and human) of individual cities are conserved by membership in ACSC. Additionally, membership enhances institutional memory of ratemaking issues, public policy debates, and right-of-way and franchise fee battles.

What has ACSC accomplished recently?

Going into the legislative session, ACSC in December 2010 released a 48-page report, “Natural Gas Consumers and the Texas Railroad Commission.” More than 200 television, newspaper and radio news sites posted information on and a link to the report which may be found on ACSC’s website, TexasGasConsumers.org.

Earlier in 2010, ACSC representatives visited on several occasions with the Sunset Commission Staff, and several ACSC recommendations for reform were included in the Sunset Commission Report on the Railroad Commission, delivered to the legislature’s Sunset Committee prior to public hearings on the agency. Several ACSC member representatives testified before the legislature regarding reforms needed at the Railroad Commission.

During the most recent legislative session, lobbying efforts by ACSC were critical in killing two gas utility bills that would have undermined traditional regulation, deprived cities of certain rights, and led to even greater rate increases.

ACSC has resolved a major issue involving franchise fees. Atmos unilaterally, without notice, ceased inclusion of franchise fees in the calculations of gross receipts regardless of whether specific franchises included such payments. Several cities were willing to pursue the matter through litigation. However, counsel for ACSC was able to negotiate a resolution that allowed each member city to determine whether it desired an increase in franchise fee payments based on inclusion of franchise fees in the calculation of gross receipts. If a city opted for inclusion of fee-on-fee revenues, it had the further option of retroactive payments back to the point in time that Atmos decided to curtail fee-on-fee payments. Each member had these options regardless of the wording of the then valid franchise agreement. This resolution spared significant litigation costs and anxiety and was only possible because of the clout of the ACSC membership.

One of the most significant accomplishments of ACSC occurred in 2007 via a settlement of the then pending system-wide rate case. Approximately 50 ACSC city representatives showed up in Arlington for a meeting with Atmos executives who were shocked at the vocal opposition to Atmos practices, the unfairness of annual Gas Reliability Infrastructure Program (“GRIP”) rate filings that precluded city and citizen review, and the Company’s lack of coordination with cities. That meeting led to the creation of the Rate Review Mechanism (“RRM”) process and greater ongoing communication between the Company and ACSC.

In 2010, ongoing communications between ACSC and the Company led to a workable solution to the need to replace steel service lines in a manner that accommodated city needs to control their rights-of-way, while moderating the rate impact and focusing first on the riskiest service lines based on leak repair histories. This compromise precluded a more onerous (from a city and consumer perspective) program threatened by the RRC.

What is a RRM case?

The concept of a RRM proceeding emerged as a three-year experimental substitute for GRIP cases as part of the settlement of Atmos Mid-Tex’s 2007 system-wide rate case. In 2003, the Texas Legislature added Section 104.301, Interim Adjustment for Changes in Investment, to the Gas Utility Regulatory Act. While not identified as such in the law, § 104.301 was referred to as the Gas Reliability Infrastructure Program or GRIP. The GRIP adjustments allowed gas companies to recover changes to invested capital without a review of whether increased revenues or declining expenses offset the invested capital costs. Both Atmos Pipeline and Atmos Mid-Tex filed GRIP cases as soon as the RRC adopted rules to implement the interim adjustments. As explained below, it quickly became apparent that the GRIP adjustments were terrible public policy.

As an alternative to GRIP, ACSC entered into a negotiated agreement with Atmos in 2007 to establish the RRM process. Unlike GRIP, the RRM provided for an annual review of all portions of Mid-Tex’s cost of service. It fixed an authorized rate of return on equity for the three-year period at 9.6% (which was less than what the RRC would have authorized) and set

caps on the extent to which expenses or investments could increase from one year to the next. More importantly, it allowed cities to make a comprehensive evaluation of all aspects of the utility business—investment, operation and maintenance expenses and revenues—unlike GRIP which only allows consideration of changes to invested capital.

Why is RRM superior to GRIP?

The GRIP cases are one-sided guarantees of a rubber-stamp of the utility’s rate request. ACSC attempted to participate in the first two GRIP proceedings filed by both Atmos Pipeline and Atmos Mid-Tex at the RRC. Not only were cities’ motions to intervene denied, but also, ACSC’s comments were ignored. At the city level, ACSC consultants determined that Atmos was not only including items such as artwork, chairs, computers and meals in interim rate adjustments that were allegedly intended to promote pipeline safety, but also the Company was over-earning its previously authorized rate of return. ACSC attacked the Commission’s rule in court because it denied city participation, denied a hearing on a contested matter, and denied cities’ recovery of any expenses associated with resisting GRIP rate increases. The courts have not been helpful to cities and the Texas Supreme Court has affirmed the denial of cities’ right to participate in GRIP cases at the RRC.

Cities have contended that GRIP is terrible public policy since it authorizes what would from a history of public interest regulation be regarded as unlawful—piecemeal ratemaking. GRIP allows rates to increase if the utility’s invested capital net of depreciation increases year-over-year. An increase in rates is mandated under GRIP if investment increases, even if increasing revenues and declining expenses more than offset the costs associated with increased investment.

The RRM process negotiated by ACSC solves the piecemeal ratemaking problem by providing for a comprehensive review of Atmos’ expenses and revenues. Furthermore, RRM benefits ACSC by: (1) allowing cities participation that would be denied under GRIP; (2) allowing cities to recover, at utility shareholder expense, all their ratemaking costs; and (3) avoiding both litigation and RRC jurisdiction.

The legislature has functionally authorized annual increases in gas utility rates through the GRIP process. Since consumers are otherwise stuck with annual rate increases, it is better to have cities participating in the comprehensive RRM process than unable to participate in a piecemeal process.

What has been the history of the RRM efforts?

In 2010, ACSC, in settling the third RRM proceeding, agreed to a slight modification and extension of the process. A settlement of the fourth annual RRM is now pending before ACSC members. The results of the four RRM proceedings are as follows:

RRM Filing	Year	Atmos Request	ACSC Settlement
#1	2008	\$33.5 million	\$20 million
#2	2009	\$20.2 million	\$2.6 million
#3	2010	\$70.2 million	\$27 million
#4	2011	\$15.7 million	\$6.6 million

These results are better for cities and consumers than would have been authorized by the RRC under the GRIP process.

What is the future of the RRM process?

The settlement of the fourth RRM filing anticipated ACSC and Atmos working between August and December to refine the RRM process. A settlement perpetuating the RRM process was not reached by the end of 2011 which has led to the filing of the January 31, 2012 traditional rate case. Discussions regarding the future of the RRM process will continue as we attempt to resolve the rate case by settlement.

If you have other questions please contact me at (512) 322-5875 and/or ggay@lglawfirm.com.

Geoffrey Gay
ACSC, General Counsel

**February 23, 2012
Consent Agenda Item No. 2h
Impact Fees Semi-Annual Report**

To: David Neely, City Manager

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

Agenda Caption: Presentation, possible action, and discussion Semi-Annual Report on Impact Fees 92-01, 97-01, 97-02B, 99-01, 03-02.

Relationship to Strategic Initiatives: Financially Sustainable City and Core Services and Infrastructure

Recommendation(s): At their meeting on February 2nd, the Planning & Zoning Commission unanimously recommended acceptance of the report. Staff also recommends Council acknowledges and accepts of the Semi-Annual Report – No Further Action is required at this time.

Summary: The attached Impact Fee Semi-Annual Report is provided to the City Council in accordance with the Texas Local Government Code Chapter 395.058. In short, the City of College Station currently has five impact fee areas where all associated utility construction is complete. All five of the impact fees were updated by Council in accordance with State Law in either 2008 or 2009.

A previous report showed changes in the projected densities in several of the Impact Fee areas related to the Land Uses adopted with the Comprehensive Plan in 2009. An update to incorporate these changes had been in progress but needed to consider the Water and Wastewater Master Plans that were under development, as well as, a City Wide Impact Fee Study that was underway. With the completion of both projects, the update can now proceed.

The Planning and Zoning Commission serves as the Impact Fee Advisory Committee per the City of College Station Code of Ordinances Chapter 15: Impact Fees. On February 2, 2012 the Advisory Committee discussed and unanimously recommended support of the Semi-Annual Report. It is now being forwarded to Council for your status update.

Budget & Financial Summary: N/A

Attachments:

1. 02/02/12 Impact Fee Semi-Annual Report



CITY OF COLLEGE STATION

1101 Texas Avenue South, P.O. Box 9960
College Station, Texas 77842
Phone 979.764.3570 / Fax 979.764.3496

MEMORANDUM

DATE: February 2, 2012
TO: Planning and Zoning Commission
FROM: Carol Cotter, P.E., Sr. Asst. City Engineer
SUBJECT: Semi-Annual Report – Impact Fees 92-01, 97-01, 97-02B, 99-01, 03-02

Local Government Code requires semi-annual reporting in order to monitor the progress of impact fees and to determine when an update to the fee study is necessary. An update was recommended and approved previously, and is currently under way. There have been no major changes over the last reporting period. Staff recommends that the Advisory Committee forward this report to City Council for their status update.

The City of College Station Ordinance Chapter 15, Impact Fees, designates the Planning and Zoning Commission as the Advisory Committee for review, advisement, and monitoring of proposed and existing impact fees. More specifically, the Advisory Committee is established to:

1. Advise and assist the City in adopting Land Use assumptions.
2. Review the Capital Improvements Plan and file written comments.
3. Monitor and evaluate implementation of the Capital Improvements Plan.
4. File semi-annual reports with respect to the progress of the Capital Improvements Plan.
5. Advise the City Council of the need to update or revise the Land Use Assumptions, Capital Improvements Plan, and Impact Fees.

Currently the City of College Station has five impact fees in existence of which all associated construction is complete. All five of the impact fees underwent a 5-Year Update in either 2008 or 2009 (as noted below) in accordance with State Law. The following is a current status report for each of the five impact fees. (To facilitate review data changes from previous 6 months are presented in bold font.):

92-01 Sanitary Sewer (Graham Road) (508 ac.) \$316.07/LUE

This fee was initially implemented in 1992 at \$152.18 /LUE and was revised in 1996 to \$289.77/LUE after approval of updated Land use Assumptions and Capital Improvements Plan (CIP), revised again to the \$232.04/LUE in 2000 and to the current amount in April 2008. The CIP consists of three phases originally estimated at \$543,000 which have all been completed at a combined cost of \$473,518.72. Fees collected over the last 6 months are \$0.00 for total amount of \$323,502.20 (per Account #250-0000-287.51-13). The remaining amount eligible for collection is about \$18,211. The total amount to be recovered through impact fees is anticipated at 72% of original construction cost.

97-01 Sanitary Sewer (Spring Creek – Pebble Hills) (2,000 ac.) \$98.39/LUE

This fee was implemented in December 1997 at \$349.55/LUE and was revised to the current amount in April 2008. The CIP consists of Phase I (east of Hwy 6) and Phase II (west of Hwy 6). Phase I estimated to cost \$1,000,000 was completed in 1999 at a cost of \$631,214.59. Phase II was estimated to cost \$1,350,000 and was completed at a cost of \$813,752.00. The total actual cost was \$1,444,966.59. Fees collected over the last 6 months are **\$4,771.93** for total amount of **\$564,309.86** (per Acct #251-0000-287.51-13). The remaining amount eligible for collection is about **\$199,797**. The total amount to be recovered through impact fees is anticipated at 52% of original construction cost.

97-02B Sanitary Sewer (Alum Creek – Nantucket) (608 ac.) \$59.42/LUE

This fee was implemented in December 1997 at \$243.38/LUE and was revised to the current amount in April 2008. The CIP consisted of running a 15-inch sanitary sewer line from the south end of the College Station Business Park westerly along Alum Creek to the east ROW of Highway 6. The project was estimated to cost \$390,000 and was completed in 1999 at a cost of \$214,270.87. Fees collected over the last 6 months are **\$362.22** for total amount of **\$21,771.55** (per Acct #252-0000-287.51-13). The remaining amount eligible for collection is about **\$182,017**. The total amount to be recovered through impact fees is anticipated at 95% of original construction cost.

99-01 Water (Harley)(158 ac.) \$769.91/LUE

This fee was implemented in April 1999 at \$550.00/LUE and was revised to the current amount in April 2008. The CIP consists of running an 18-inch water line south along the east ROW of Highway 6 approximately 4800 feet. The line was estimated to cost \$312,000 (the impact fee is based on an 8-inch line at \$165,000). A 2400-foot section of the 18-inch line was constructed in 1999 from the south end at a total cost of \$342,977.73. Fees collected over the last 6 months are **\$56,973.34** for total amount of **\$64,740.88** (per Acct #240-0000-287.51-13). The remaining amount eligible for collection is about **\$246,372**. The total amount to be recovered through impact fees is anticipated at 91% of original construction cost.

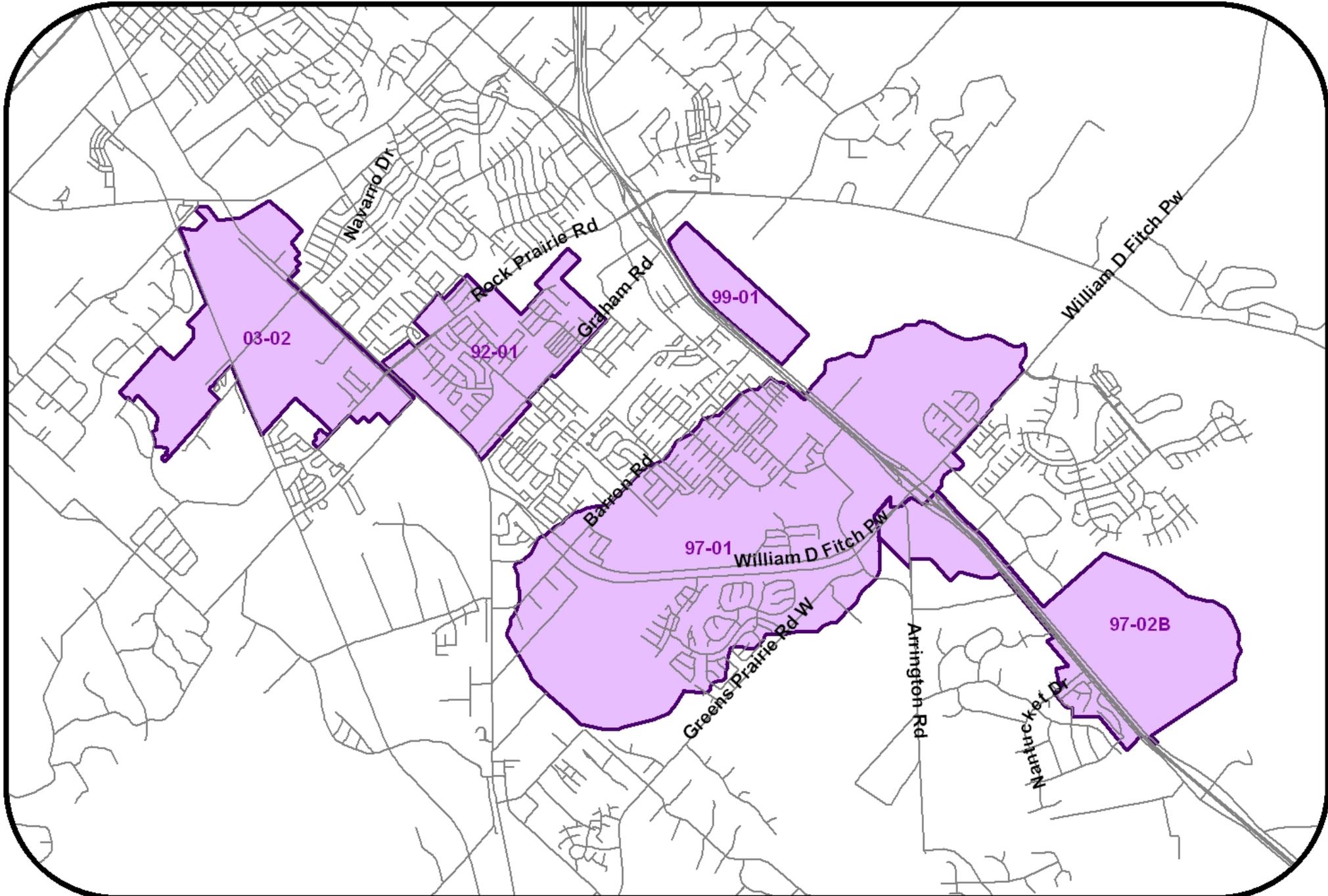
03-02 Sanitary Sewer (Steeplechase) (715 ac.) \$357.74/LUE

This fee was initially implemented in June 2003 at \$300.00/LUE and was revised to the current amount in May 2009. This CIP was constructed in two phases of sanitary sewer line construction in compliance with the proposed construction in the original report establishing the fee. Phase one crossed Wellborn Road and terminated at Old Wellborn Road consisting of 2,347 linear feet of 18-inch sewer line with a construction cost of \$296,642. Phase two was completed in 2006 and continued the line along Old Wellborn Road and terminated across Rock Prairie Road West. Phase two consisted of 6,281 linear feet of 12-inch line and 2,062 linear feet of 18-inch line for a construction cost of \$529,088 and a land cost of \$87,133. The design cost for the combined phases was \$148,023. The total actual cost was \$1,091,886 which was less than the original report estimated at \$1,596,137. Fees collected over the last 6 months are **\$11,032.20** for total amount of **\$51,067.10** (per Acct #253-0000-287.51-13). The remaining amount eligible for collection is about **\$745,524**. The total amount to be recovered through impact fees is anticipated at 72% of original construction cost.

A previous report showed changes in the projected densities in several of the Impact Fee areas related to the Land Uses adopted with the Comprehensive Land Use Plan in 2009. As presented in the Table below, the densities expected are significantly different in several of the Impact Fee Areas. An update to incorporate these changes had been in progress but needed to consider the Water and Wastewater Master Plans that were under development, as well as, a City Wide Impact Fee Study that was underway. With the completion of both projects, the update can now proceed.

Impact Fee Area	Effective Buildout LUE	Current Impact Fee Rate	Anticipated Buildout LUEs	LUE Adjustment	Total Fees Collected	Remaining Capital Investment to Recoup
92-01 Graham	1,551	\$ 316.07	1,775	+ 224	\$323,502	\$ 18,000
97-01 Spring Creek	4,425	\$ 98.39	8,384	+ 3,959	\$564,310	\$200,000
97-02B Alum	3,232	\$ 59.42	2,139	- 1,093	\$21,772	\$182,000
99-01 Harley	450	\$ 769.91	440	- 10	\$64,741	\$246,000
03-02 Steeplechase	2,838	\$ 357.74	7,816	+ 4,987	\$51,067	\$746,000
				Total	\$1,025,392	\$1,392,000

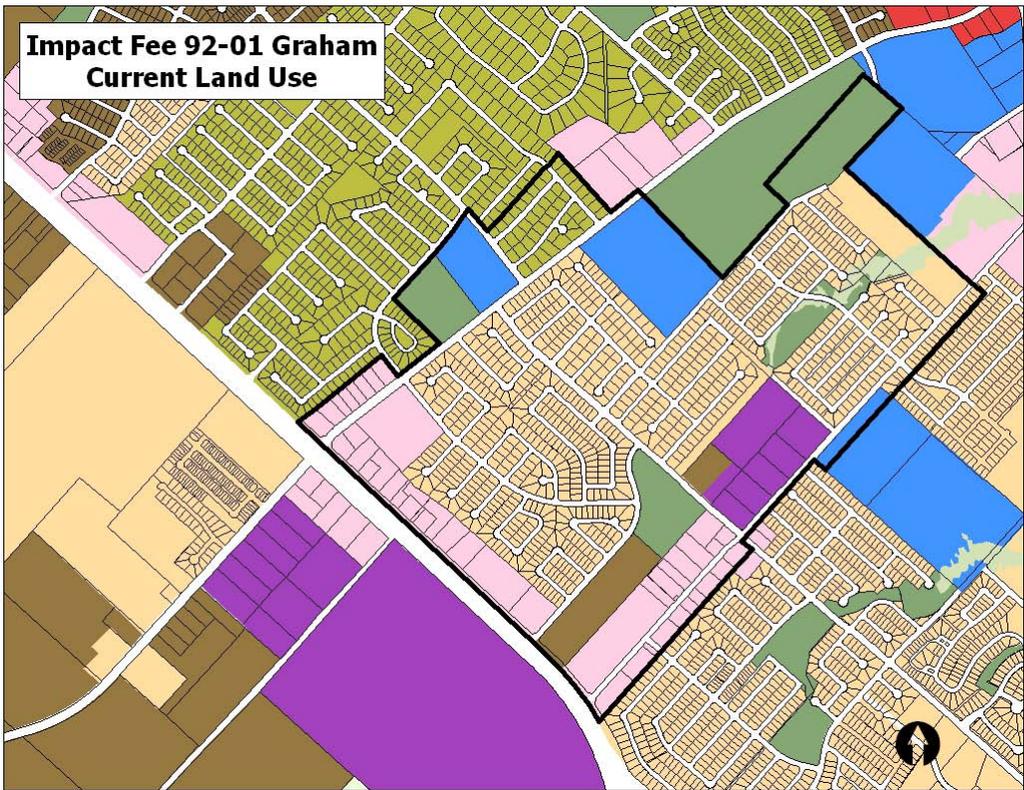
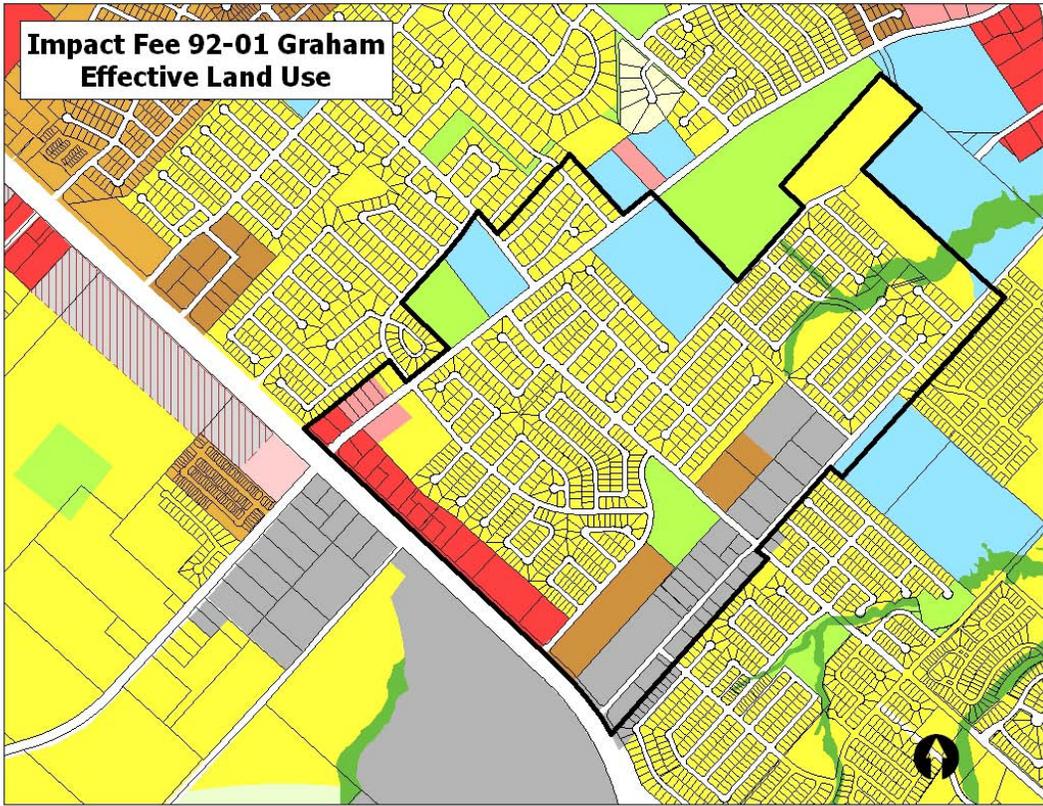
Attachments: Impact Fee Service Areas Map
 Land Use at Adoption Map per Impact Fee Area
 Current Land Use Map per Impact Fee Area

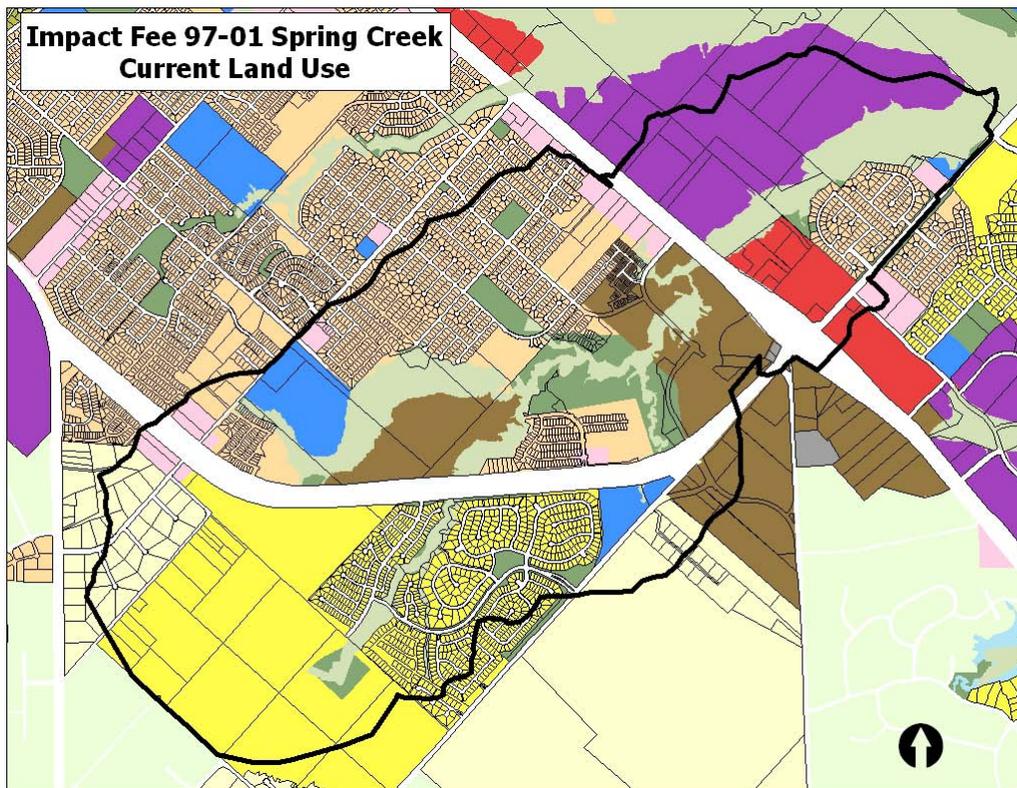
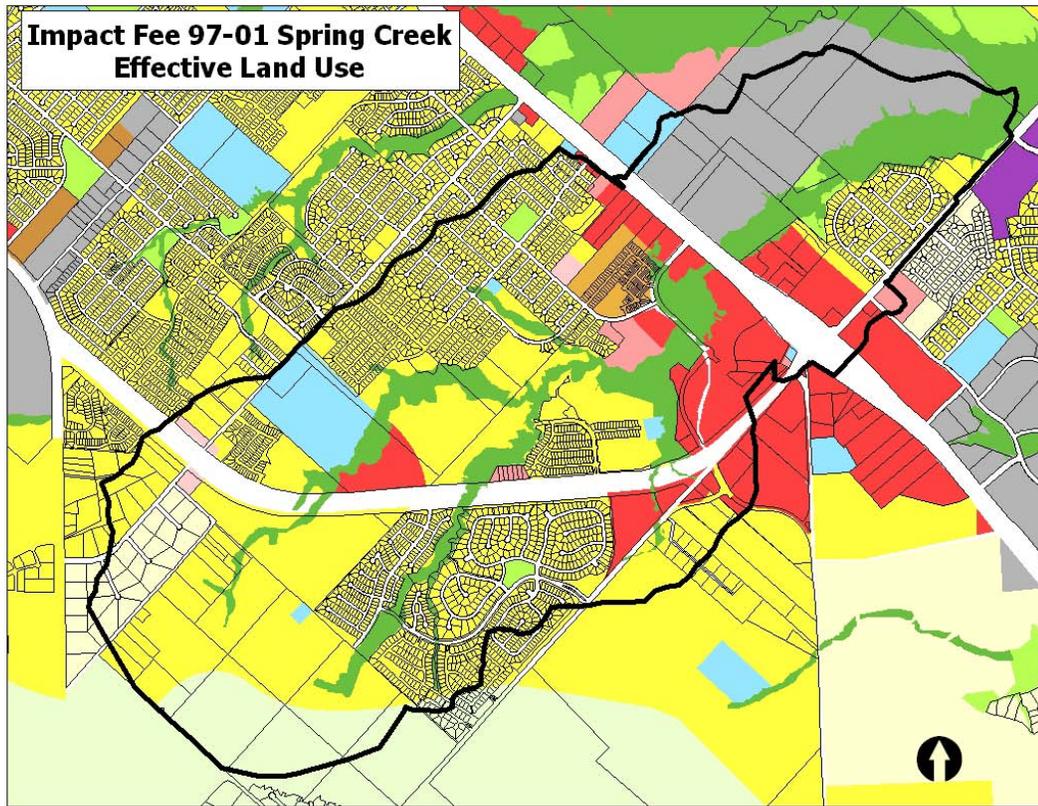


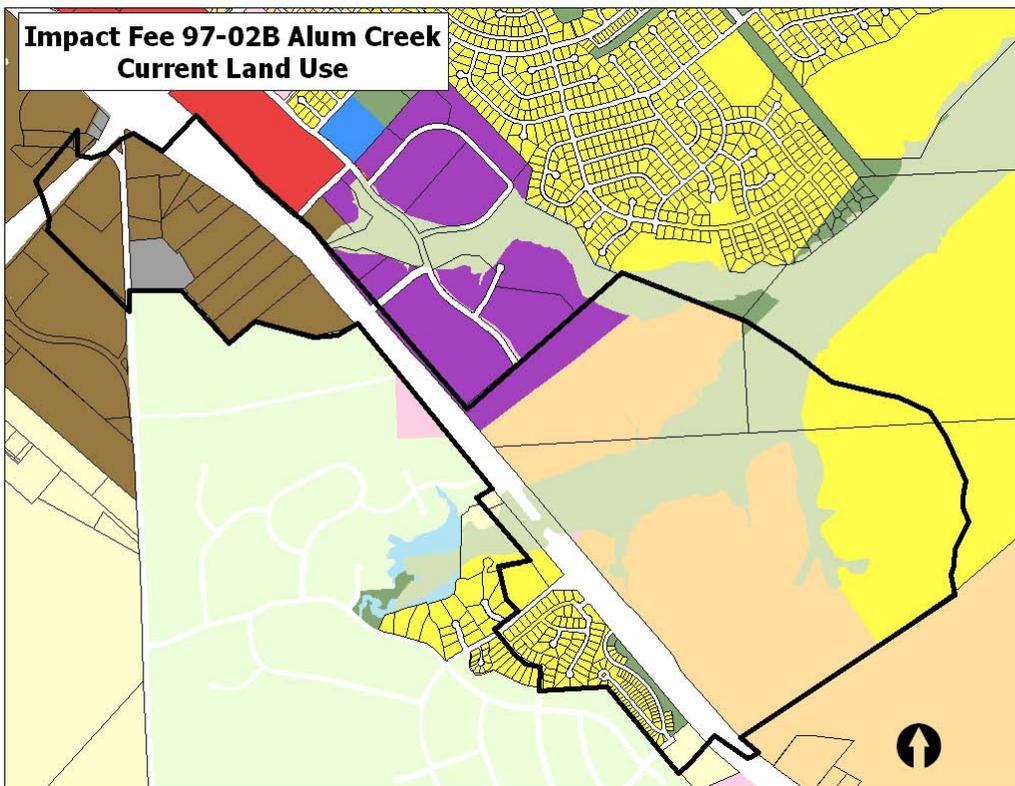
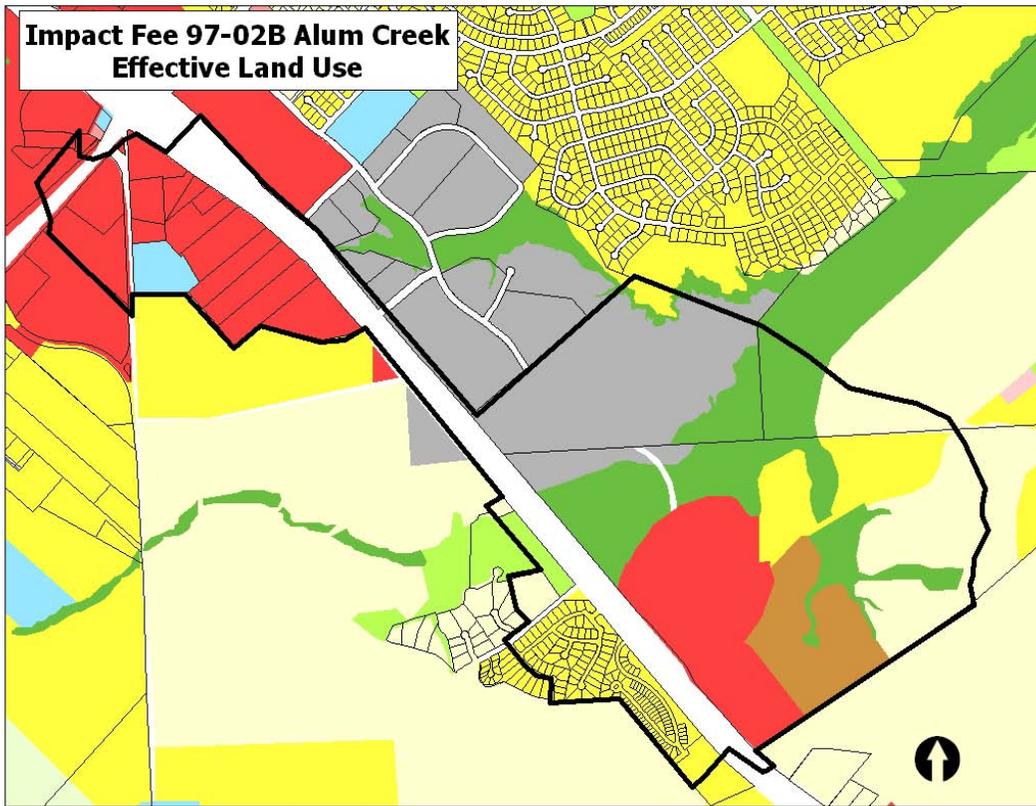
1 inch equals 4,000 feet

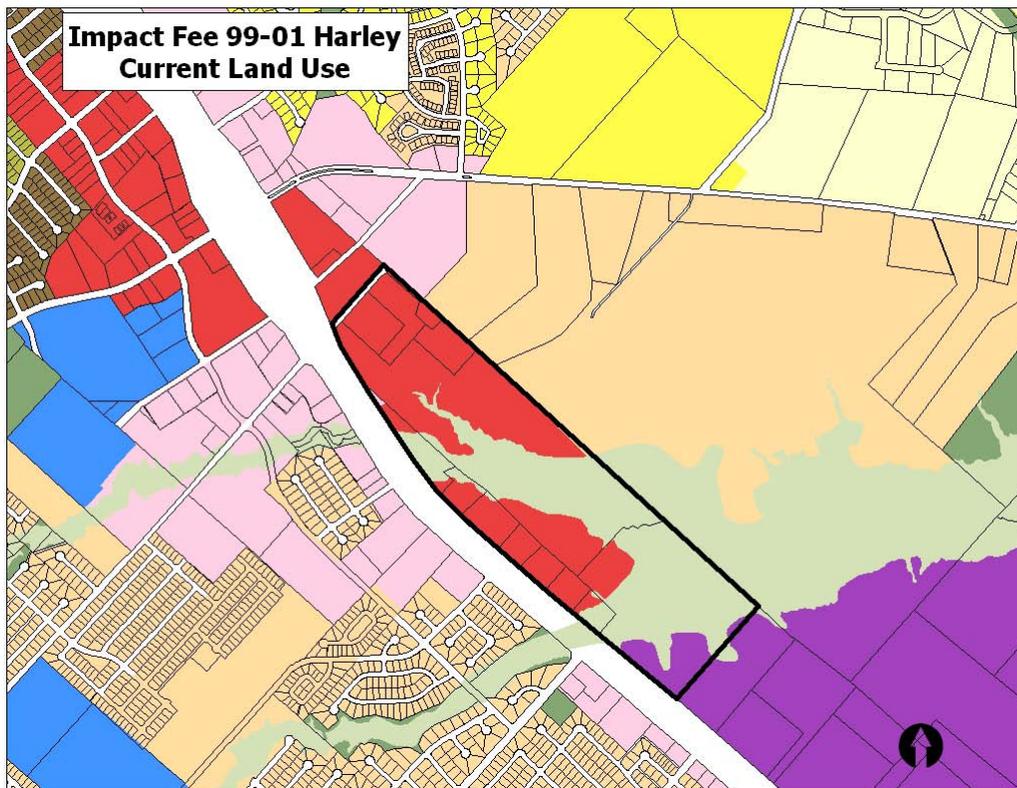
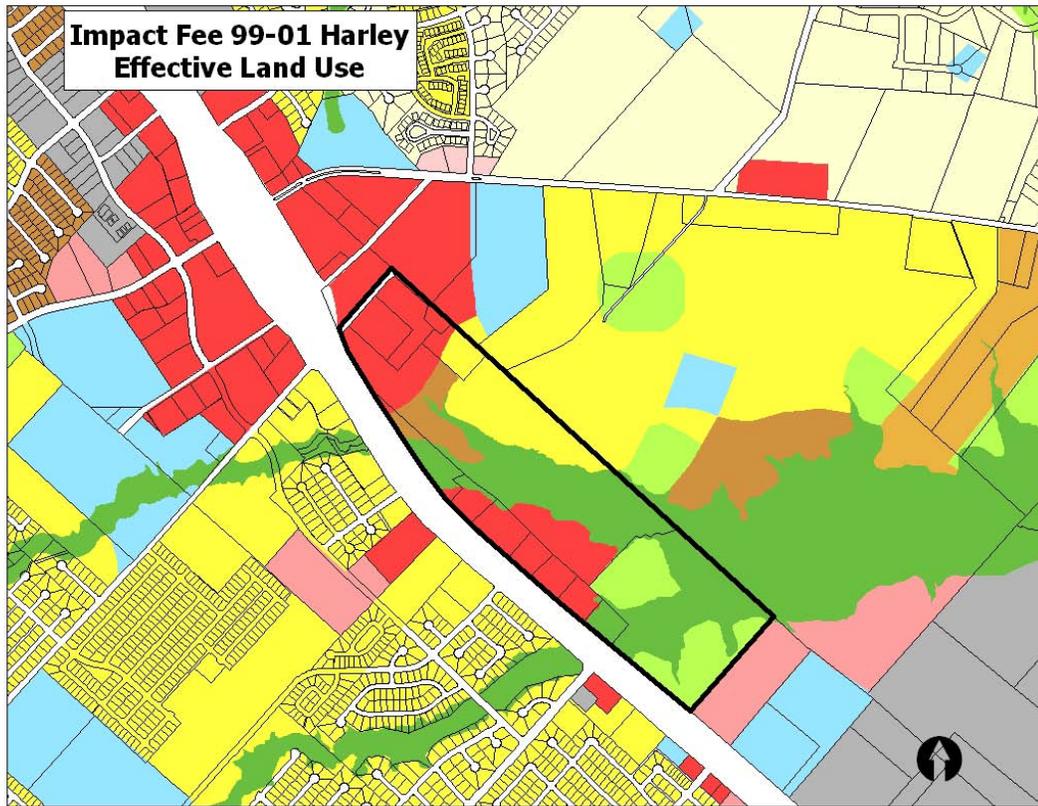


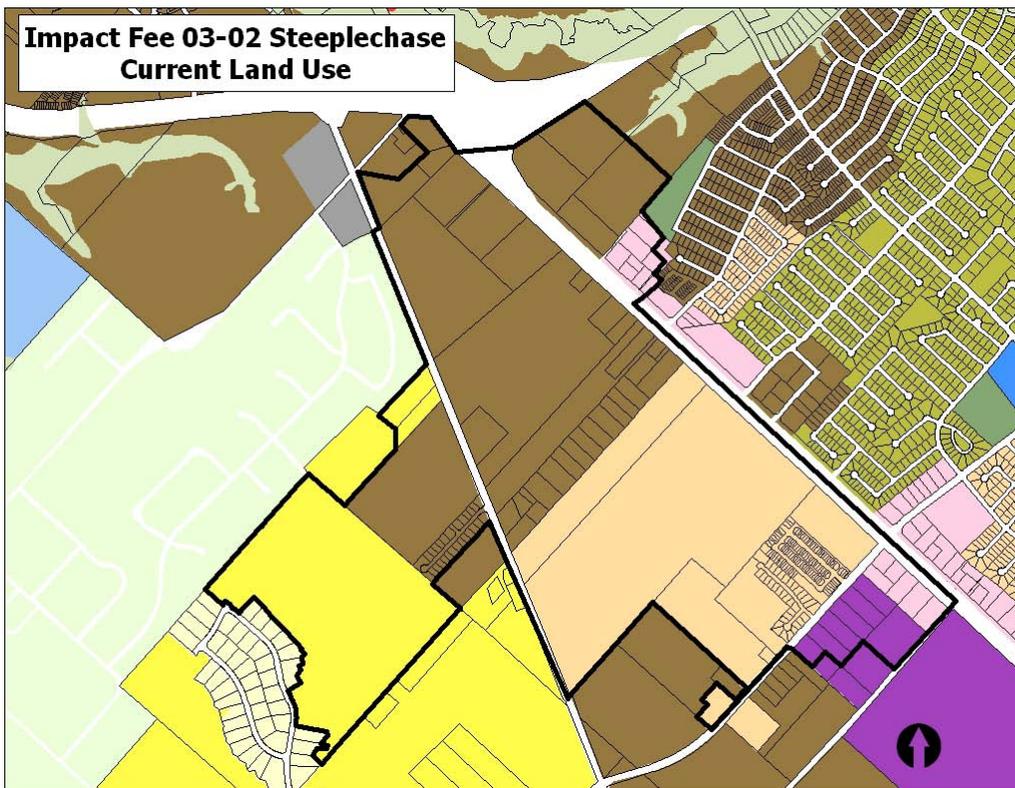
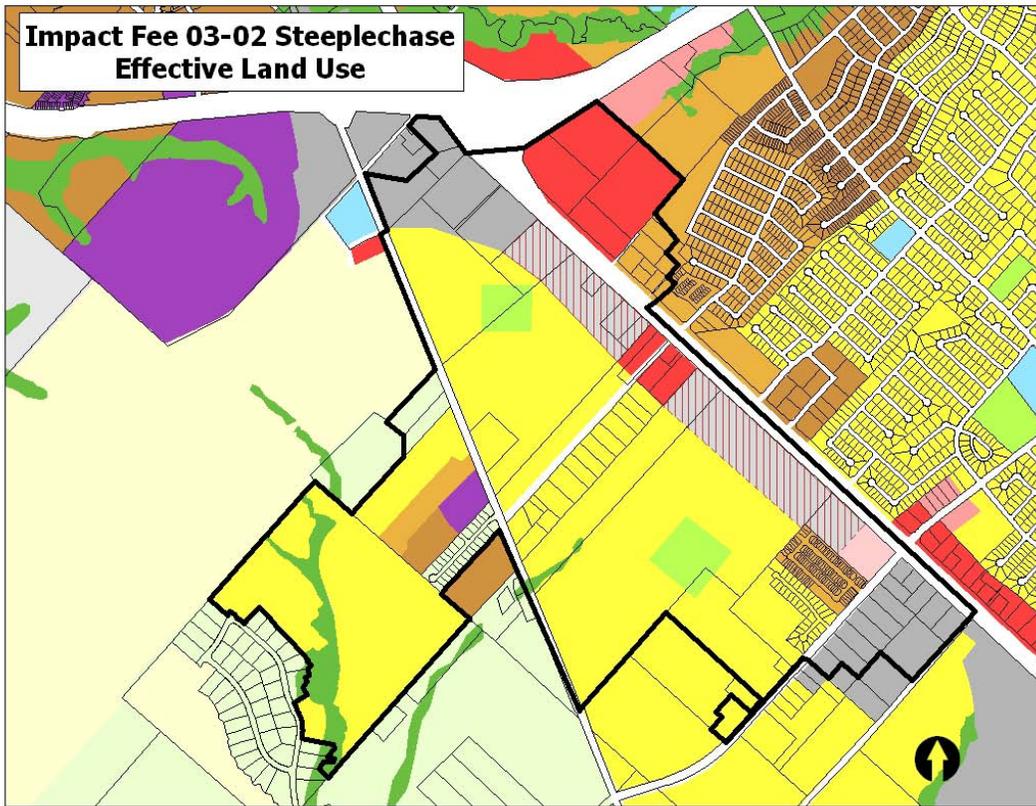
Impact Fee Areas - December 2011











February 23, 2012
Consent Agenda Item No. 2i
Economic Development Master Plan – Contract for Professional Services

To: David Neeley, City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding a Resolution selecting a professional contractor, Approving professional services contract, and Authorizing the expenditure of funds for the development of an Economic Development Master Plan in an amount not to exceed \$94,885.

Relationship to Council Strategic Plan: Diverse Growing Economy

Recommendation(s): Staff recommends approval of the Resolution and execution of the professional services contract

Summary: In 2007, the City Council initiated the Comprehensive Planning process that resulted in a new City Comprehensive Plan, adopted in 2009. Concurrent with that process was the intent to develop an expanded economic development chapter. Approximately \$92,000 was budgeted for this expanded chapter. For a variety of reasons, this effort was not completed, the Comprehensive Plan contract was reduced by \$90,000 and a simplified economic development chapter was delivered. The City is now seeking to pursue the development of an Economic Development Master Plan (one of the City's many master plans – water/wastewater master plans, parks and recreation master plan, bicycle, pedestrian, and greenways master plan, etc) to more fully develop this portion of the City's planning efforts.

The preparation of an Economic Development Master Plan was included in the approved FY12 Budget and will assist several of the City's efforts outlined in the adopted Council Strategic Plan. After issuing a Request for Qualifications, staff has identified a consultant team for the project, developed a scope, and negotiated a contract amount. The project will be lead by staff from the Planning & Development Services Department, who will be responsible for creating the final product. PDS will be assisted by the City Manager's Office and the consultant team. This approach allows the City to secure a higher level of services from the consultant team than envisioned with the Comprehensive Plan and will do so at essentially the same cost as originally budgeted with the Comprehensive Plan.

Budget & Financial Summary: The FY12 Budget includes \$75,000 from the Economic Development Fund for this plan. The total costs are projected not to exceed \$94,885. The difference between the budgeted amount and the contract amount will need to come in the form of a budget amendment. Funds exist in the ED Fund to fund the entire contract amount.

Attachment(s):

1. Resolution
2. Contract for Professional Services

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE ECONOMIC DEVELOPMENT MASTER PLAN PROJECT.

WHEREAS, the City of College Station, Texas, solicited proposals for economic development planning services; and

WHEREAS, the selection of CDS Market Research is being recommended as the most highly qualified provider of the economic development planning services; now, therefore,

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

- PART 1: That the City Council hereby finds that CDS Market Research is the most highly qualified provider of the services for the Economic Development Master Plan Project on the basis of demonstrated competence and qualifications.
- PART 2: That the City Council hereby approves the contract with CDS Market Research for an amount not to exceed \$94,885 for the economic development planning services related to the Economic Development Master Plan Project.
- PART 3: That the funding for this Contract shall be as budgeted from the Economic Development Fund in the amount of \$94,885.
- PART 4: That the City Council hereby authorizes the City Manager to execute this Contract.
- PART 5: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of February, 2012.

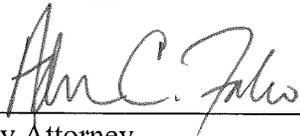
ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney

CONSULTANT CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the "City") and CDS Market Research, a Texas Corporation (the "Contractor"), whereby Contractor agrees to perform and the City agrees to pay for the work described herein.

ARTICLE I

1.01 This Contract is for the College Station Economic Development Master Plan (the "Project"). The scope and details of the work to be provided to the City by Contractor are set forth in **Exhibit "A"** to this Contract and are incorporated as though fully set forth herein by reference. Contractor agrees to perform or cause the performance of all the work described in **Exhibit "A."**

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

1.03 The total amount of payment, including reimbursements, by the City to Contractor for all services to be performed under this Contract may not, under any circumstances, exceed ninety four thousand eight hundred and eighty five dollars (\$94,885).

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

1.05 a. When the original Contract amount plus all change orders is \$50,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$50,000. For such contracts, when a change order results in a total contract amount that exceeds \$50,000, the City Council of the City must approve such change order prior to commencement of the services or work; and

b. When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his designee may approve the written change order

provided the change order does not exceed \$50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work; and

c. Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

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

Phase One – Economic Base Analysis and Existing Conditions: April 15, 2012

Phase Two – Evaluation of Opportunities and Constraints: July 1, 2012

Phase Three – Goals and Strategies: December 31, 2012

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

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

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

ARTICLE II

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

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

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

ARTICLE III

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

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

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

3.04 Contractor's work product shall be the exclusive property of the City. Upon completion or termination of this Contract, Contractor shall promptly deliver to the City all items listed in Exhibit A including all key models and key materials. All records, notes, data, memorandum, models, and equipment of any nature that are within Contractor's possession or control and that are the City's property or relate to the City or its business will be retained by the Contractor until final approval of the Economic Development Plan by the City Council the City reserves the right to review these items until approval by the City Council.

ARTICLE IV

4.01 Indemnity. The Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents (separately and collectively referred to in this paragraph as "Indemnitee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnitee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Contractor, any of its subcontractors of any tier, or of any employee or invitee of Contractor or of any such subcontractors, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Contractor or by any such subcontractors of any tier, under this Contract.

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

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

ARTICLE V
Insurance

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

ARTICLE VI

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

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

ARTICLE VII

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

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

City:	Contractor:
City of College Station	CDS Market Research
Attn: Randall Heye	Attn: Charlie Savino
P.O. Box 9960	1001 S. Dairy Ashford Suite 450
College Station, Texas 77842	Houston, Texas 77079

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

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

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

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

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

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

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

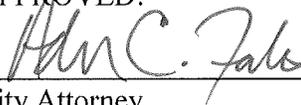
7.10 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

CDS MARKET RESEARCH

CITY OF COLLEGE STATION

By: 
Printed Name: R. Kent Dussair
Title: President
Date: 2/3/12

By: _____
City Manager
Date: _____

APPROVED:

City Attorney

Executive Director Business Services

Exhibit A
Scope of Services

A. Proposed Scope of Work

Phase One: Economic Base Analysis and Existing Conditions

An understanding the current physical and human assets of College Station is a vital step in creating realistic strategies for achieving economic development goals. A central objective of this phase will be to identify the relationship between the labor and real estate resources available and the ability to generate, attract and grow desired types of businesses and employers. The CDS | Spillette | Avalanche team will pay particular attention to issues and objectives previously identified in the Comprehensive Plan and the Strategic Plan.

1.1 Basic Demographics and Information

While data and information on various demographic and economic trends will be collected by City staff, the CDS | Spillette | Avalanche team will provide guidance as to the types of data needed to ensure a satisfactory foundation for further analysis. Topics to be addressed include:

- Population growth
- Educational levels
- Income
- Labor force participation
- Employment / industry trends
- Differentiating trends between permanent and student populations and impacts

1.2 Market Analysis

The CDS | Spillette | Avalanche team will conduct high-level analyses of several categories of land uses. This will create a picture for each land use of current demand for physical space, the sources of that demand, and the availability and condition of existing properties. The Market Analysis will also document property price / occupancy cost trends, which can be compared to prices in other Texas markets. Finally, the analysis will indicate the potential for new property development for the various land uses.

The CDS | Spillette | Avalanche team will use the following methods of gathering the information for the Market Analysis:

- Market performance data from third-party sources,
- Primary research on specific properties and land uses, and
- Interviews with knowledgeable local real estate professionals.

1.2.1 Retail and Commercial

The analysis will examine the market for retail and service uses, focusing on the following information:

- Trends in local retail spending and buying power with consideration of the differing impacts of local residents and businesses, students, and visitors
- Supply of retail / commercial space, including occupancy and absorption if available
- Lease rate trends
- Owner / user trends
- Locally-owned businesses vs. national chains

1.2.2 Office and Industrial

To the extent available, data on office uses will cover:

- Office space inventory and occupancy
- Absorption
- Lease rate trends
- Owner / user trends
- Occupant profiles (large corporate headquarters, branch offices of regional or national firms, small local professionals) and industry sectors

The industrial market spans both leasable space in multi-tenant properties and owner / user properties within planned developments or singular sites. The CDS | Spillette | Avalanche team will seek data and information on both to give a full picture of the College Station industrial market.

1.2.3 Health and Wellness

Many health and wellness uses locate in properties specifically designed for that purpose, either in terms of patient care facilities or research / corporate offices. The CDS | Spillette | Avalanche team will seek to document the local trends affecting such properties in terms of market performance (inventory, occupancy, lease rates, absorption). The propensity of health and wellness uses to locate in less specialized properties, such as retail space, will also be described. Existing plans for major medical and health care facilities, such as the Scott and White campus, will be considered for their impacts on both supply and demand for service providers.

1.2.4 Technology

The local demand for various types of properties by technology firms will be examined, including the build-to-suit market. Biotech, identified as a particular area of emphasis by the City and other economic development organization, will be a focus of research, though other technology sectors will also be evaluated.

1.2.5 Hospitality and Entertainment

The team will document trends in the hospitality and entertainment market both in terms of the market performance of uses targeting out-of-town visitors (hotels, meeting facilities) and demand generated by local residents and students.

1.2.6 Government and Higher Education

The team will examine the trends in the employment levels of and real estate demand from public and educational institutions. Private and for-profit educational operations will be included in this assessment. The team will also describe the impact from “spinoff” or support services and activities that are directly tied to government and education.

1.2.7 Construction and Development

For all the categories of land uses and employers, the team will document construction and development activity and evaluate its role in the local economy. The team will assess the historical impact of this industry sector and its likely future importance, as well as comparative reliance of the local economy relative to other similar metropolitan areas.

Deliverable: Phase One written report by CDS | Spillette | Avalanche team

The team will summarize results and findings of the Phase One research in a written report.

Wherever possible the team will utilize tables, charts, maps, and other visual representations of the findings that can be easily extracted and transferred to other media.

Phase Two: Evaluation of Opportunities and Constraints

The information gathered and findings generated from Phase One will allow the CDS | Spillette | Avalanche team to undertake an enhanced research effort for Phase Two. The team will work with the City to identify knowledgeable groups who can provide more specific insight into opportunities and constraints that most directly affect the growth and attraction of particular types of employers and land uses in College Station. Examples of targeted groups could include:

- Existing employers / businesses in College Station within desired industry categories
- Real estate and finance industry professionals
- Academicians and researchers
- Meeting and tourism professionals

The team will not only seek information from such groups within the Bryan-College Station area but also from nearby competitive metropolitan areas such as Houston and Austin to obtain comparative assessments of College Station's strengths and weaknesses.

Depending upon the type and size of the group whose input is desired, different types of targeted indepth research will be conducted. Potential methodologies include:

- One-on-one interviews
- Focus groups
- Surveys, particularly on-line

In addition, the consulting team can conduct a variety of stakeholder input activities aimed at gaining the perspective of area residents on economic development. One option is an online survey of residents. The team would work with the City to boost participation in the survey. In past experience, more than 500 survey responses have been typically generated in communities with similar population sizes as College Station. The purpose of the survey is to understand residents' long-term vision for the area's economy as well as the issues that impact their livelihoods today. The survey will also help gauge support for strategies that have been articulated in other recent planning efforts. An optional citywide business manager and owner survey may be added to the resident survey to collect information about industry's workforce, infrastructure and overall business climate needs. These surveys are described as optional tasks 2.6 and 2.7 below.

The findings of this enhanced research will allow the CDS | Spillette | Avalanche team to begin study and development of recommendations that will be at the core of the strategic plan.

2.1 Economic Development Incentive Program

The CDS | Spillette | Avalanche team will evaluate the City of College Station's current incentive program as well as incentives – as a whole – that are also available through regional, county and state programs. We will interview city employees as well as local companies that have received incentives in the past three years to understand the ease and effectiveness of the current program. After identifying the strengths and weaknesses of the current incentive policy, we will offer three best practice examples from cities of similar sizes. We will first document our findings and offer recommendations for

improvements to the current program. In addition, we will make ourselves available to meet with city government officials and elected officials to discuss best practices and our recommendations.

2.2 Economic Development Structure and Efforts and

2.3 Regional Economic Development Partnerships

The consulting team will evaluate the City's current organizational structure for economic development and its relationship with other local, regional and state economic development organizations such as the Research Valley Partnership. We will interview City employees, elected officials and representatives from local and regional organizations to identify the strengths and challenges of the current format. We will also talk to College Station businesses to assess their perceived ease of working with the City and areas for improvement. After gaining an understanding of the structure, we will offer three best practice examples from cities of similar sizes. We will deliver written recommendations on improvements and meet as needed with government officials to discuss our observations.

2.4 Entertainment Districts

The team will evaluate the health and impact of existing entertainment districts such as Northgate, particularly for the non-student population. The potential for diversifying existing districts and developing new districts to address unsatisfied demand and growth opportunities will be examined. The analysis will highlight district components that could attract tourism or enhance the attractiveness of College Station for business relocation or retention.

2.5 Redevelopment Areas

Working with City staff, the team will examine areas of College Station that have been determined to have need or potential for redevelopment. The suitability of these areas to accommodate desired business and employment types will be considered. The team will identify particular efforts that would be needed to encourage redevelopment such as incentives, infrastructure, land assembly, etc.

Phase Two Deliverable: written reports by CDS | Spillette | Avalanche team

The CDS | Spillette | Avalanche team will prepare two written reports for Phase Two: a report summarizing the findings of the enhanced research conducted through methods such as the interviews, focus groups, and surveys; and a report detailing the analyses performed to address scope items 2.1 to 2.5.

2.7 – Web-Based Business and Institution Leaders Survey

If desired by College Station, the team will prepare a web-based survey of business and institution leaders in the community to determine their views and attitudes on the College Station business climate. Information that will be addressed in this survey will include:

1. Company profile;
2. The financial climate;
3. The operational climate (workforce, vendors, material supply, customers);
4. The general business climate (regulations, business costs, infrastructure, city services); and
5. Future business expectations and economic development needs.

The team will prepare the survey instrument for review and revision by the City of College Station. The survey will be pushed through the email lists of the City and those of local business organizations such as the Bryan/College Station Chamber of Commerce and the Research Valley Partnership. The team will

monitor the survey activity and alert the city to any problems. After the survey is closed, the team will prepare a short report describing the key findings of the business survey.

Phase Three: Goals and Strategies

3.1 Implementation Program

After review of the deliverables of Phases One and Two by City staff, the CDS | Spillette | Avalanche team will work collaboratively with staff to generate specific economic development goals, followed by strategic policy and implementation measures. Staff will refine and add detail to these concepts and present to the CDS | Spillette | Avalanche team for additional feedback, after which staff will finalize the recommendations. The collaborative effort may involve both in-person meetings in College Station and remote communication via email or conference calls.

Phase Three Deliverable:

City staff will be the lead partner in drafting the Phase Three report. Staff will develop a draft Master Plan incorporating deliverables from all three phases and submit to the CDS | Spillette | Avalanche team for evaluation and to solicit written feedback. The CDS | Spillette | Avalanche team will provide feedback and then work with staff to finalize the document.

B. Proposed Budget

The accompanying table summarizes the team's proposed budget by task. We are proposing a fee approach that places Phases 1 and 2 under a fixed-fee contract. In acknowledgement of the City's desire to have City staff be the principal authors of the actual Strategic Plan document with the consultant team playing an on-call advisory and review role, we are proposing that Phase 3 be structured as a time-and-expense agreement. The City and consultant will negotiate not-to-exceed fee amounts for particular subtasks as Phase 3 proceeds to cover the following expenses:

- Professional time (including travel time if required) at hourly billing rates ranging from \$100 to \$175 per hour depending on the particular consultant staff involved
- Travel expenses including mileage, meals, hotel if required, and other related reimbursable expenses, for in-person meetings in College Station

This allows the Phase 3 process to occur in a flexible fashion where the City staff can produce the plan according to its own schedule, staff and financial resource availability, and judgment as to when consultant collaboration is needed.

The total budget for Phases 1 and 2 is estimated at \$77,755. The optional surveys are \$7,130 each.

C. Project Schedule

We have adjusted the projected schedule from the RFQ submittal in response to the City's desire for a less compact time frame. We project that Phases 1 and 2 could be completed by the end of May 2012, assuming a start in January. As the City would be primarily responsible for Phase 3, it would determine the timeline. Our accompanying schedule assumes a 3 ½ month duration for Phase 3 and projects completion of the plan by September 2012 for total project duration of roughly 9 months.

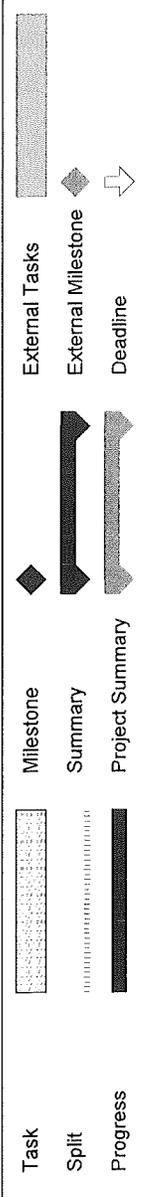
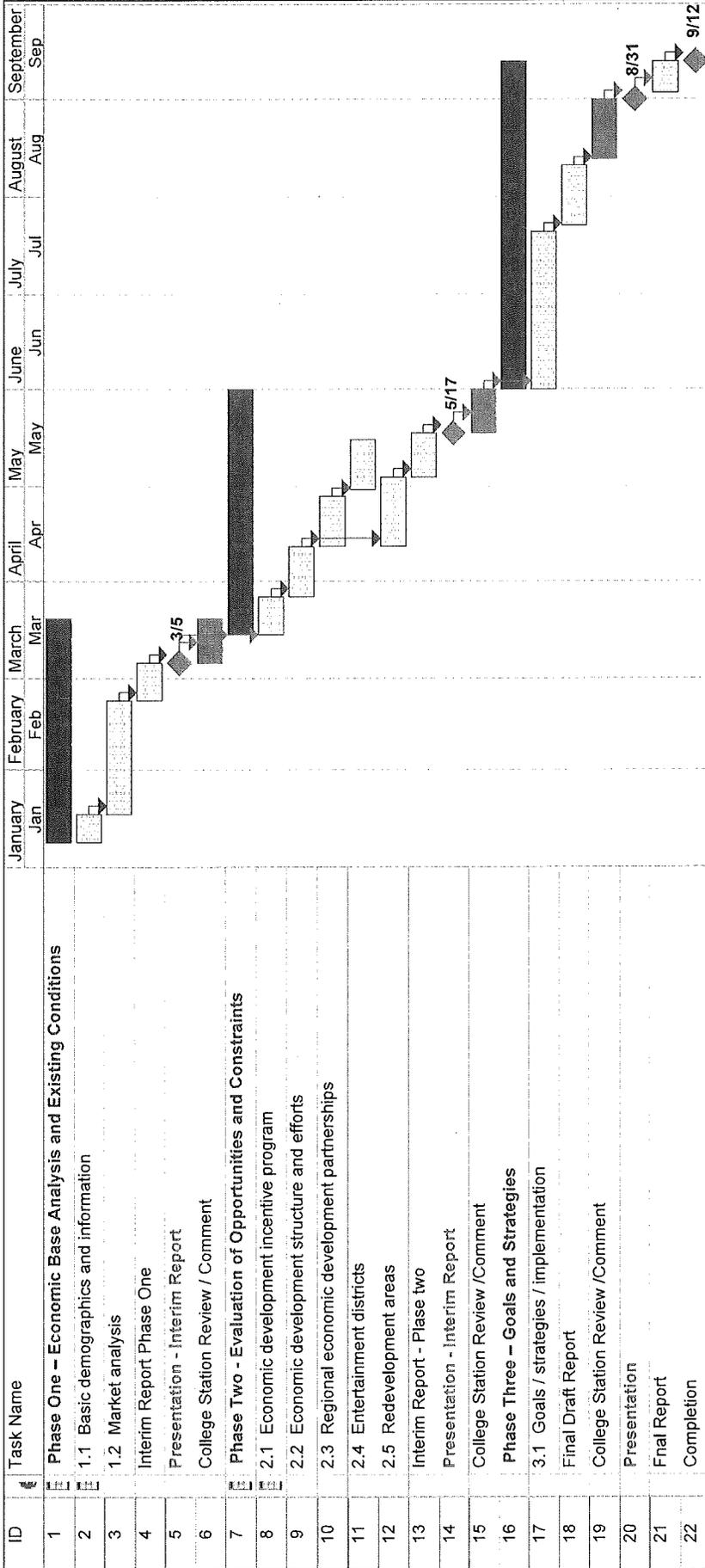
College Station Economic Program Budget
 CDS | Spillette | Avalanche

Phase, Task and Subtask	Staff Hours on Task CDSS				CDSS Budget			Staff Hours on Task Avalanche				Avalanche Budget		Total Budget
	CS	SS	JW	Total	Personnel	Travel	CE	TC	Total hrs	Personnel	Travel			
Phase One: Economic Base Analysis and Existing Conditions														
1.1 Basic Demographics and Information	0	4	8	12	\$ 1,200	\$ -	4	4	0	8	\$ 1,100			\$ 2,300
1.2 Market Analysis														
1.2.1 Retail and Commercial	2	8	32	42	\$ 4,290	\$ 150	1	2	1	4	\$ 550	\$ -		\$ 4,990
1.2.2 Office	2	8	32	42	\$ 4,290	\$ 150	1	2	1	4	\$ 550	\$ -		\$ 4,990
1.2.3 Industrial	2	8	32	42	\$ 4,290	\$ 150	1	2	1	4	\$ 550	\$ -		\$ 4,990
1.2.4 Health and Wellness	2	32	4	38	\$ 3,890	\$ -	1	2	1	4	\$ 550	\$ -		\$ 4,440
1.2.5 Technology	2	32	4	38	\$ 3,890	\$ -	1	2	1	4	\$ 550	\$ -		\$ 4,440
1.2.6 Hospitality and Entertainment	2	8	32	42	\$ 4,290	\$ -	1	2	1	4	\$ 550	\$ -		\$ 4,840
1.2.7 Government and Higher Education	1	32	2	35	\$ 3,545	\$ -	1	2	1	4	\$ 550	\$ -		\$ 4,095
1.2.8 Construction and Development	4	8	32	44	\$ 4,580	\$ 150	2	2	2	6	\$ 900	\$ -		\$ 5,630
Prepare Phase One report	4	32	32	68	\$ 6,980	\$ 150	10	10	5	25	\$ 3,625	\$ 160		\$ 10,915
Total Phase One	21	172	210	403	\$ 41,245	\$ 750	23	30	14	67	\$ 9,475	\$ 160		\$ 51,630
Phase Two: Evaluation of Opportunities and Constraints														
2.1 Economic Development Incentive Program	2	8	0	10	\$ 1,090	\$ -	16	20	4	40	\$ 5,500	\$ 160		\$ 6,750
2.2 Economic Development Structure and Efforts	2	8	0	10	\$ 1,090	\$ -	12	12	4	28	\$ 4,000	\$ -		\$ 5,090
2.3 Regional Economic Development Partnerships	1	4	0	5	\$ 545	\$ -	8	4	2	14	\$ 2,150	\$ -		\$ 2,695
2.4 Entertainment Districts	1	0	8	9	\$ 945	\$ -	2	2	0	4	\$ 550	\$ -		\$ 1,495
2.5 Redevelopment Areas	1	0	16	17	\$ 1,745	\$ -	2	2	0	4	\$ 550	\$ -		\$ 2,295
Prepare Phase Two Report	2	16	8	26	\$ 2,690	\$ 150	10	20	6	36	\$ 4,800	\$ 160		\$ 7,800
Total Phase Two	9	36	32	77	\$ 8,105	\$ 150	50	60	16	126	\$ 17,550	\$ 320		\$ 26,125
Phase Three: Goals and Strategies*														
3.1 Implementation Program				0	\$ -	\$ -				0	\$ -	\$ -		\$ -
Assist Preparation of Final Report				0	\$ -	\$ -				0	\$ -	\$ -		\$ -
Total Phase Three	0	0	0	0	\$ -	\$ -				0	\$ -	\$ -		\$ -
Total Project	30	208	242	480	\$ 49,350	\$ 900	73	90	30	193	\$ 27,025	\$ 480		\$ 77,755

* To be performed on a time-and-expense basis

Optional Services

Option 2.6 - Web-based Resident Survey	4	8	52	64	\$ 6,580	\$ -	2	2	0	4	\$ 550	\$ -		\$ 7,130
Option 2.7 - Web-based Business Survey	4	8	52	64	\$ 6,580	\$ -	2	2	0	4	\$ 550	\$ -		\$ 7,130



Project: College Station
Date: Thu 12/8/11

Exhibit B

Payment Terms

Payment is a fixed fee in the amount listed in Article I of this Contract. CDS Market Research will prepare monthly invoices accompanied by a monthly progress report. Invoice amounts will be based on the percentage completed of each task as detailed in Exhibit A. The monthly invoice will include a detailed explanation of charges, professional fees, services and expenses. Payment will be due within 30 days of each invoice

Exhibit C

Insurance Requirements

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

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

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

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

IV. General Requirements Applicable to All Policies.

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

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

V. **Commercial General Liability** requirements:

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

VI. **Business Automobile Liability** requirements:

- A. Coverage shall be written by a carrier with an "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VII. **Workers Compensation Insurance** requirements:

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *all*

employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

B. The workers compensation insurance shall include the following terms:

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

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

"A. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be

covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

VIII. Professional Liability requirements:

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

February 23, 2012
Consent Agenda Item No. 2j
Wind Watts Rate Decrease

To: David Neeley, City Manager

From: David Massey, Director of Electric Utilities

Agenda Caption: Presentation, possible action, and discussion regarding the approval of changes to the electric rate ordinance lowering the rates charged for Wind Watts wind power effective March 1, 2012. (This item is also on the workshop agenda.)

Relationship to Strategic Goals: Core Services and Infrastructure – Meet or exceed all state/federal standards.

Recommendation: Staff recommends approval of the changes to the electric rate ordinance.

Summary: Pursuant to discussions held at the City Council Planning Retreat on January 30 and 31, the Council asked staff to revise the electric rate ordinance by removing the premium portion of the Wind Watts Wind Energy Rider that provided funds for green initiatives.

Budget & Financial Summary: The premium portion of the wind watts rate generated approximately \$40,000 in FY11, which accounted for 75% of the total wind watts revenue. This premium portion will no longer be applied to the wind watts rate.

Attachment:
Electric Rate Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 11, "UTILITIES", SECTION 4 "ELECTRICAL SERVICE" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ELECTRIC RATES CHARGED TO VARIOUS CUSTOMERS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 11, "Utilities", Section 4 "Electrical Service" 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 all previous ordinances in direct conflict with this ordinance are hereby superseded and repealed, but only to the extent of such conflict.

PART 3: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 4: That this amendment becomes effective March 1, 2012.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2012.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That Chapter 11, "Utilities", Section 4, "Electrical Service", of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by amending Subsections A(2) through A(8) to read as follows:

"A. ELECTRIC SCHEDULE OF RATES

The monthly rates to be charged customers for public utility services, namely electrical service, shall be in accordance with the schedules as follows:

(2) Electric Rate - Schedule R (Residential Customers)

- (a) Applicable to residential customers for all domestic usage where all energy is taken through a single meter. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service.
- (b) Character of Service - A.C., 60 cycles per second, single phase, 120/240 volts. At City's discretion, apartments may be served at single phase, 120/208 volts for multi-family developments served from three phase transformation.
- (c) Rate:
 - Service Charge: \$7.00 per month, plus
 - Energy Charge: \$0.1181 per kWh for all kWh,
except
\$0.1134 per kWh for all kWh in the
billing months of November through April.
- (d) Existing residential units where served under one (1) master meter shall be billed under Rate Schedule R-1. No new master metered residential installations will be allowed, and all new installations will be individually metered.
- (e) Transmission Delivery Adjustment - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).
- (f) Automatic-Leave-On-Service - Customers who qualify for automatic-leave-on service will be billed at the above rate except the monthly service charge will be deleted. Customers will be required to contract with the City for this service provision.
- (g) Electric Rider: Wind Watts Wind Energy Rider
 - (I) Availability. This optional service shall be available to all Residential customers who select wind generated energy as a source of electricity under the City's Wind Watts Program, in lieu of electricity provided from traditional generation. Wind Watt's energy is available to customers on a first-come, first-serve basis subject to available supply.

- (e) Submetering - Where electric service is submetered, the words "residential unit" in the above rate and minimum bill clauses shall be replaced with the word "submeter".

The customer operating the submetering system shall provide electric service to his tenants and render bills therefore in strict accordance with the electric submetering rules and regulations as established by the Public Utility Commission of Texas in Substantive Rule No. 25.142, a copy of which is on file in the office of the City Secretary and on the Internet at:

www.puc.state.us.tx/rules/subrules/electric/25.142/25.142.doc.

All records and reports provided for in these rules and regulations, other than those specified below, shall be made available to the City upon request.

The customer shall not impose any additional charges on his tenants over and above those charges that are billed by the City. For verification purposes, the customer shall, within five days (5) after receipt of request, file a report with the Utilities Office Manager of the City showing a reconciliation of his billing to his tenants plus the billing for owner used energy with the charges that are billed by the City. This report shall provide as a minimum the following information:

A calculation of the average cost per kilowatt-hour for the current month.

A listing of all submeter readings and billings, including kilowatt-hour usage metered and total rate charge, for the current month.

- (f) Electric Rider: Wind Watts Wind Energy Rider

(I) Availability. This optional service shall be available to all master metered customers who select wind generated energy as a source of electricity under the City's Wind Watts Program, in lieu of electricity provided from traditional generation. Wind Watt's energy is available to customers on a first-come, first-serve basis subject to available supply.

(II) Application. Eligible customers may select service under this rider at three levels of participation:

- a. 10% of monthly energy requirements
- b. 50% of monthly energy requirements
- c. 100% of monthly energy requirements

(III) Rate. Same rate as for Small Commercial customers plus the monthly Wind Watts charge for the appropriate participation level:

- a. 10%: \$0.0005/kWh
- b. 50%: \$0.0025/kWh
- c. 100%: \$0.005/kWh

- (4) Electric Rate-Schedule SC (Small Commercial Customers)

- (a) Applicable to non-residential customers billed through a single meter whose monthly kilowatt demand does not exceed 15 kW. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service.

- (b) Character of Service - A.C., 60 cycles per second, single-phase, 120/240 volts; three phase 120/240, 120/208, 240/480, 277/480 volts as available at point of service. Three-phase customers served via underground primary to padmounted transformers will be furnished only 120/208 or 277/480 volt service.
- (c) Rate:
 - Service Charge: \$9.00 per month, plus
 - Energy Charge: \$0.1358 per kWh for the first 1000 kWh;
\$0.1038 per kWh for all kWh over 1000.
- (d) Billing Demand - Demand meters will be installed on all commercial customers. A customer on this schedule whose metered demand is equal to or greater than 15 kW for any billing period shall be billed under the appropriate billing schedule for that demand for the next twelve-month period beginning with the current month.
- (e) Transmission Delivery Adjustment - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).
- (f) Electric Rider: Wind Watts Wind Energy Rider

(IV) Availability. This optional service shall be available to all Commercial customers who select wind generated energy as a source of electricity under the City's Wind Watts Program, in lieu of electricity provided from traditional generation. Wind Watt's energy is available to customers on a first-come, first-serve basis subject to available supply.

(V) Application. Eligible customers may select service under this rider at three levels of participation:

- a. 10% of monthly energy requirements
- b. 50% of monthly energy requirements
- c. 100% of monthly energy requirements

(VI) Rate. Same rate as for Small Commercial customers plus the monthly Wind Watts charge for the appropriate participation level:

- a. 10%: \$0.0005/kWh
- b. 50%: \$0.0025/kWh
- c. 100%: \$0.005/kWh

(5) Electric Rate-Schedule LP-1 (Medium Commercial Customers)

- (a) Applicable to all commercial or industrial customers where service is taken through one meter at one point of delivery and where the monthly kilowatt demand is equal to or greater than 15 kW and less than 300 kW. Before service is furnished hereunder, an individual service agreement contract between the Customer and the City may be required outlining all details of the service to be supplied, the terms of the contract, and the obligations of each party.

- (b) Character of Service - A.C., 60 cycles per second, single-phase, 120/240 volts; three phase 120/240, 120/208, 240/480, 277/480 volts as available at point of service. Three-phase customers served via underground primary to padmounted transformers will be furnished only 120/208 or 277/480 volt service.
- (c) Rate:
- Service Charge: \$25.00 per month, plus
Demand Charge: \$10.40 per kW of monthly
billing demand,
plus
Energy Charge: \$0.0736 per kWh for all kWh
- (d) Minimum Monthly Charge - The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
- (i) \$181.00 per month plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (ii) The sum of service, demand and energy charges under the above rate plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (iii) The minimum monthly charge specified in customer's service contract with the City plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (e) Billing Demand - The billing demand shall be in the maximum 15 minute measured kilowatt demand in the billing period, but not less than 50% of the peak demand measured in the twelve month period ending with the current month. Unless otherwise specified in a firm electric service contract agreement, if at any time a customer billed under this schedule continues for a period of twelve consecutive months without a metered demand equal to or greater than 15 kW, Schedule SC shall apply beginning with the first month succeeding such twelve month period. Likewise, a customer on this schedule whose metered demand is equal to or greater than 300 kW for any billing period shall be billed under Schedule LP-2 for the next twelve-month period beginning with the current month.
- (f) Power Factor - Should the power factor be lower than 0.90 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.90 to the actual power factor.
- (g) Primary Service - Where service is taken by the customer at the City's available primary voltage and where the customer owns, operates, and maintains all service facilities except metering equipment, required to take service at such voltage, a credit of 2% of the base rate charges will be allowed. Metering may be primary or secondary (corrected for the transformer losses) at the City's option.
- (h) Transmission Delivery Adjustment - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).
- (i) Electric Off Peak Rider

This rider is used in lieu of demand fees when the off-peak demand exceeds the on-peak demand.

- (I) This off-peak rider shall apply in computing the customer's monthly electric bill. Under this rider, the demand for billing purposes shall be adjusted to be as follows:

$$\text{Off-peak Rider} = \frac{(X + Y)}{2}$$

Where:

X = the peak demand measured during the on-peak period

Y = the peak demand measured during the off-peak period

- (II) However, in no case shall the billing demand in any month be less than 50% of the peak demand measured in the twelve-month period ending with the current month.

The periods for application of this rider are defined as follows:

On-Peak Period - 6:00 AM through 11:00 PM on Monday through Friday

Off-Peak Period - 11:00 PM through 6:00 AM on Monday through Friday and 11:00 PM on Friday through 6:00 AM on Monday

(j) Electric Rider: Wind Watts Wind Energy Rider

- (I) Availability. This optional service shall be available to all Commercial customers who select wind generated energy as a source of electricity under the City's Wind Watts Program, in lieu of electricity provided from traditional generation. Wind Watt's energy is available to customers on a first-come, first-serve basis subject to available supply.
- (I) Application. Eligible customers may select service under this rider at three levels of participation:
- a. 10% of monthly energy requirements
 - b. 50% of monthly energy requirements
 - c. 100% of monthly energy requirements
- (II) Rate. Same rate as for Medium Commercial customers plus the monthly Wind Watts charge for the appropriate participation level:
- a. 10%: \$0.0005/kWh
 - b. 50%: \$0.0025/kWh
 - c. 100%: \$0.005/kWh

(6) Electric Rate Schedule LP-2 (Large Commercial)

- (a) Applicable to all commercial or industrial customers where service is taken through one meter at one point of delivery and where the monthly kilowatt demand is equal to or greater than 300 kW and less than 1500 kW. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service. Before service is furnished hereunder, an individual service agreement

contract between the customer and the City may be required outlining all details of the service to be supplied, the terms of the contract, and the obligations of each party.

- (b) Character of Service - A.C., 60 cycles per second, three phase 120/208, 240/480, 277/480 volts as available at point of service. Three-phase customers served via underground primary to padmounted transformers will be furnished only 120/208 (up to 1000 kVA of load) or 277/480 volt service.
- (c) Rate:
 - Service Charge: \$75.00 per month, plus
 - Demand Charge: \$10.40 per kW of monthly billing demand,
 - plus
 - Energy Charge: \$0.0710 per kWh for all kWh
- (d) Minimum Monthly Charge - The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
 - (I) \$3,195.00 per month plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - (II) The sum of service, demand and energy charges under the above rate plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - (III) The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (e) Billing Demand - The billing demand shall be in the maximum 15 minute measured kilowatt demand in the billing period, but not less than 50% of the peak demand measured in the twelve month period ending with the current month. Unless otherwise specified in a firm electric service contract agreement, if at any time a customer, billed under this schedule continues for a period of twelve consecutive months without a metered demand greater than or equal to 300 kW, Schedule LP-1 shall apply beginning with the first month succeeding such twelve month period.
- (f) Power Factor - Should the power factor be lower than 0.90 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.90 of the actual power factor.
- (g) Primary Service - Where service is taken by the customer at the City's available primary voltage and where the customer owns, operates and maintains all service facilities, except metering equipment, required to take service at such voltage, a credit of 2% of the base rate charges will be allowed. Metering may be primary or secondary (corrected for the transformer losses) at the City's option.
- (h) Transmission Delivery Adjustment - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).
- (i) Electric On-Peak/Off-Peak Rider
 - (I) Upon the customer's request, this rider shall be made available to customers billed under the rate schedule LP-2, whose monthly

Service Charge: \$250.00 per month, plus
 Demand Charge: \$9.85 per kW of monthly billing demand,
 plus
 Energy Charge: \$0.0689 per kWh for all kWh

- (d) Minimum Monthly Charge - The minimum monthly charge under this rate schedule shall be the highest of the following charges:
 - (I) \$15,034.85 per month plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - (II) The sum of service, demand and energy charges under the above rate plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - (III) The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (e) Billing Demand - The billing demand shall be in the maximum 15 minute measured kilowatt demand in the billing period, but not less than 50% of the peak demand measured in the twelve-month period ending with the current month. Unless otherwise specified in a firm electric service contract agreement, if at any time a customer, billed under the schedule continues for a period of twelve consecutive months without a metered demand in equal to or greater than 1500 kW, Schedule LP-2 shall apply beginning with the first month succeeding such twelve month period.
- (f) Power Factor - Should the power factor be lower than 0.90 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.90 of the actual power factor.
- (g) Primary Service - Where service is taken by the customer at the City's available primary voltage and where the customer owns, operates and maintains all service facilities, except metering equipment, required to take service at such voltage, a credit of 2% of the base rate charges will be allowed. Metering may be primary or secondary (corrected for the transformer losses) at the City's option.
- (h) Transmission Delivery Adjustment - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).
- (i) Electric On-Peak/Off-Peak Rider
 - (I) Upon the customer's request, this rider shall be made available to customers billed under the rate schedule LP-3, whose monthly demand is 300 kW or greater, and who can reduce their load during the City's On-Peak time between 5:00 p.m. and 8:00 p.m. Under this rider, the demand for billing purposes shall be adjusted to be as follows:
 - (II) Rate: The applicable rate schedule demand charges shall be replaced by the following on-peak/off-peak rates:

On-Peak Demand Charge: \$6.30, plus
 Off-Peak Demand Charge: \$3.55

However, in no case shall the billing demand in any month be less than 50% of the peak demand measured in the twelve-month period ending with the current month.

The periods for application of this rider are defined as follows:

On-Peak Period - 5:00 PM through 8:00 PM, daily.
 Off-Peak Period - 8:00 PM through 5:00 PM, daily.

(j) Electric Rider: Wind Watts Wind Energy Rider

(I) Availability. This optional service shall be available to all Industrial customers who select wind generated energy as a source of electricity under the City's Wind Watts Program, in lieu of electricity provided from traditional generation. Wind Watt's energy is available to customers on a first-come, first-serve basis subject to available supply.

(II) Application. Eligible customers may select service under this rider at three levels of participation:

- a. 10% of monthly energy requirements
- b. 50% of monthly energy requirements
- c. 100% of monthly energy requirements

(III) Rate. Same rate as for Industrial customers plus the monthly Wind Watts charge for the appropriate participation level:

- a. 10%: \$0.0005/kWh
- b. 50%: \$0.0025/kWh
- c. 100%: \$0.005/kWh

(8) Electric Rate-Schedule SL (Security Lights)

(a) Applicable to all security lights installed and maintained by the City for customers at their request. The customer will be required to contract for security light service for a minimum period of three (3) years. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service.

(b) Additional construction costs for installing security lights:
 The standard security light monthly fee includes installation of the security light on existing city-owned utility poles with available 120 volt service. No other facilities or poles shall be installed by the City or customer for the installation of security lights.

(c) Rates per month per light:

- i) 100 Watt \$11.25
- ii) 400 Watt \$33.00"

February 23, 2012
Consent Agenda Item No. 2k
Project Number ST1113
Northgate Pedestrian Safety Improvements – Phase I
Advance Funding Agreement No.2

To: David Neeley, City Manager

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

Agenda Caption: Presentation, possible action and discussion on an Advance Funding Agreement (AFA) between the City of College Station and the State of Texas (TxDOT) for the College Main Plaza and Patricia/Lodge Street Improvements.

Relationship to Strategic Goals: Improving Mobility – Provide complete streets that accommodate vehicles, bicyclists, and pedestrians. Ensure streets have features that promote walk ability.

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

Summary: This project has been a corporative effort between the City of College Station, TxDOT, Texas A&M University, and the Northgate Merchants to improve pedestrian safety in the Northgate area. The first phase AFA for this project was approved by City Council on June 23, 2011 and included funding for retractable bollards, traffic barrier along University Drive, and powder coated traffic signal poles and mast arms. At the time of the first AFA, the engineering design for these current improvements was not complete. This second AFA includes funding for additional retractable bollards, brick pavers and drainage improvements along College Main, conduit for future street lighting, powder coating of traffic signs, and intersection improvements at Lodge and Patricia Streets.

The additional retractable bollards will be located along College Main south of Church Street and at Lodge Street south of Patricia Street. This will allow the City to close off portions of streets in the Northgate Area during times of high pedestrian use on the weekends and provide a safer environment. The brick pavers along College Main will bring this section of the roadway to the same grade as the existing sidewalks and will allow for pedestrians to congregate in this area during times of high use. The intersection of Patricia and Lodge streets will be improved by adding a wider turning radius to allow for delivery trucks to use this route during business hours. These improvements are intended to be included in the construction project that is currently ongoing and being managed by TxDOT. The project is slated to be completed in the late spring according to TxDOT.

Budget & Financial Summary: The cost for these improvements is estimated to be \$418,125.00. The current project budget for the College Main Plaza Improvements, in the amount of \$692,000.00, is for engineering design and payment of the requested improvements to TxDOT. \$43,941.62 has been expended or committed to date, leaving a balance of \$648,058.38 for this AFA and remaining costs related to the project.

Attachments:

1. AFA
2. Location Map

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the City of College Station, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Number 112663 authorizes the State to undertake and complete a highway improvement generally described as rehabilitation of FM 60 from Wellborn Road to Tauber Street; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as design and fund pedestrian and illumination elements for an on-system project on FM 60 (University Drive) in College Station, called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided for by this agreement.

2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are

the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

B. Within thirty (30) days of the full execution of this agreement, the Local Government shall remit its financial share for the State's estimated construction oversight and construction costs. The State will not begin this work until the Local Government's funding is received.

C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed

hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

- A.** In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within thirty (30) days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accordance with Article 11 – Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.
- B.** If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

11. Termination

- A.** This agreement may be terminated in the following manner:
1. By mutual written agreement and consent of both parties;
 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B.** If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
Mayor City of College Station P.O. Box 9960 College Station, Texas 77842-9960	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

15. Amendments

By mutual written consent of the parties, this agreement may be amended prior to its expiration.

16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the

State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately and the State may recover damages and all costs of completing the work.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Nancy Berry

Typed or Printed Name

Mayor, City of College Station

Title

Date

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____



City Attorney

Date: _____

Chief Financial Officer

Date: _____

THE STATE OF TEXAS

Regional Director

Date

ATTACHMENT A PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government will design and fund pedestrian and illumination elements on FM 60 (University Drive) in College Station. This work will be added by change order to the current State construction project which let to contract in August 2011.

Costs will be allocated based on 0% State funding and 100% Local Government funding.

Work Performed by the Local Government							
Description	Total Est. Cost	Federal Funding		Payments by State		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering and Plan Preparation	\$40,500	0%	\$0	0%	\$0	100%	\$40,500
Work Performed by the State							
Description	Total Est. Cost	Federal Funding		State Participation		Payments by Local Gov't	
		%	Cost	%	Cost	%	Cost
Construction	\$375,000	0%	\$0	0%	\$0	100%	\$375,000
State Costs for Review, Inspection, and Oversight of Work Performed by the Local Government / State							
Description	Total Est. Cost	Federal Funding		State Participation		Payments by Local Gov't	
		%	Cost	%	Cost	%	Cost
Environmental Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Engineering Direct State Costs	\$43,125	0%	\$0	0%	\$0	100%	\$43,125
Utility Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Indirect State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
TOTAL	\$458,625	0%	\$0	0%	\$0	100%	\$458,625

Initial payment by the Local Government to the State: \$418,125
 Payment by the Local Government to the State before construction: \$0
 Estimated total payment by the Local Government to the State: \$418,125

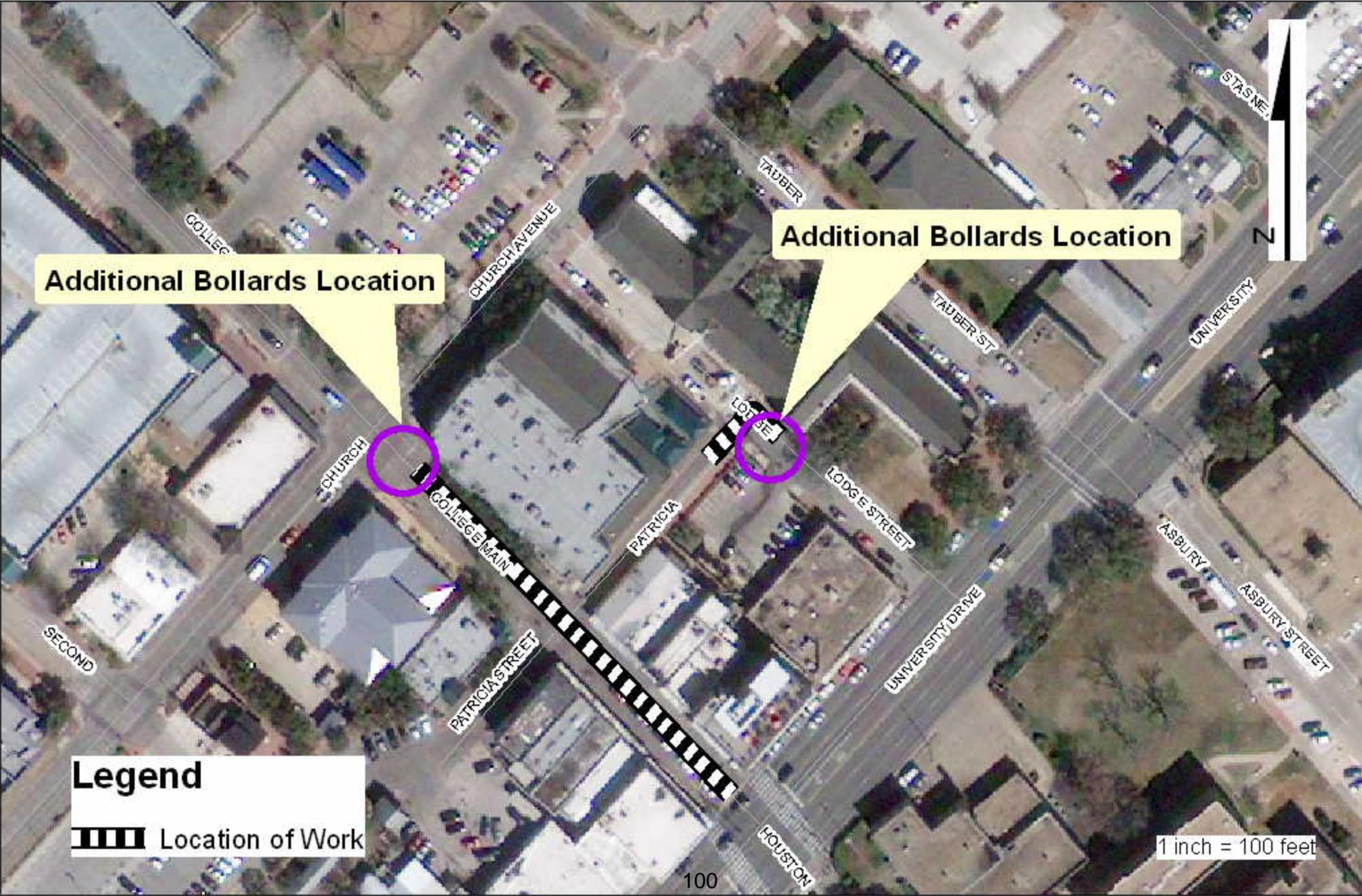
CSJ # 0506-01-091
District # 17-Bryan
Code Chart 64 # 09050
Project: FM 60 Pedestrian Illumination

This is an estimate. The final amount of Local Government participation will be based on actual costs.

Maintenance

The State and the Local Government shall be responsible for the maintenance of the state highway system after completion of the Project in accordance with the Municipal Maintenance Agreement in effect at the time the maintenance is required.

College Main Plaza & Lodge/Patricia Streets Improvements



**February 23, 2012
Consent Agenda Item No. 2L
Project Number ST1118
Rock Prairie Road Bridge
Advance Funding Agreement**

To: David Neeley, City Manager

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

Agenda Caption: Presentation, possible action and discussion on an Advance Funding Agreement (AFA) between the City of College Station and the State of Texas (TxDOT) for the Rock Prairie Road Bridge Improvements.

Relationship to Strategic Goals: Improving Mobility – Provide complete streets that accommodate vehicles, bicyclists, and pedestrians. Seek federal and state funding to construct facilities.

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

Summary: The scope of the Rock Prairie Road Bridge Improvements project is for environmental clearance, design, and public engagement. Kimley-Horn and Associates, Inc. prepared a traffic study of the Rock Prairie Road Corridor in 2011 to collect traffic data and make infrastructure improvement recommendations to alleviate existing traffic congestion. The corridor limits were generally bounded by Normand Drive to the west, Ponderosa Road to the north, Graham Road to the south, and Stonebrook Drive to the east. The report concluded that the Rock Prairie Road Bridge will be operating at an unacceptable Level of Service by 2016 if the bridge is not expanded.

The Bryan-College Station Metropolitan Planning Organization (BCSMPO) identified this project as the number one priority project in their Metropolitan Transportation Plan. The BCSMPO received \$4.6 million in State Proposition 12 funds from TxDOT. The BCSMPO voted to allocate those funds toward the construction of the Rock Prairie Road Bridge. As a condition, the City is responsible for funding the engineering design and environmental work on this project and TxDOT will manage the construction of the project. The City is obligated to deliver final plans and specifications including environmental clearance by April of 2013.

Budget & Financial Summary: The current project budget for the Rock Prairie Road Bridge Design, in the amount of \$567,000, is for engineering design only. \$454,597 has been expended or committed to date, leaving a balance of \$112,403 for other costs related to the project.

Attachments:

1. AFA
2. Location Map

CSJ # 0049-12-086
District # 17 Bryan
Code Chart 64 # 09050
Project: Upgrade Existing Interchange
SH 6 at Rock Prairie Road
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
for a PROPOSITION 12, PROGRAM 2
INTERCHANGE IMPROVEMENT PROJECT
ON-SYSTEM**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the City of College Station, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 112824, authorizing the State to undertake and complete a highway improvement generally described as upgrading the existing interchange on State Highway 6 at Rock Prairie Road, called the "Project"; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

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Project: Upgrade Existing Interchange
SH 6 at Rock Prairie Road
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2. Scope of Work

The Local Government shall prepare and furnish to the State the preliminary engineering including the design schematic, environmental document and plans, specification and estimate (PS&E) for the project to upgrade the existing interchange on State Highway 6 at Rock Prairie Road which the State will let and construct.

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in the Project Budget – Attachment “C”, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment “C”. The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C. This Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.

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Code Chart 64 # 09050
Project: Upgrade Existing Interchange
SH 6 at Rock Prairie Road
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Not Research and Development

- F. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- G. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.
- L. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.
- M. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

4. Termination of this Agreement

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the

CSJ # 0049-12-086
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Project: Upgrade Existing Interchange
SH 6 at Rock Prairie Road
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Not Research and Development

cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E. The State will review the NEPA documents and secure any necessary approvals from the appropriate regulatory and resource agencies.
- F. Before the advertisement for bids, the State shall provide to the Local Government written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited

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in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

The Local Government will allow the State to review and comment on any contract for professional services so the State may ensure the scope of work and specified deliverables are in accordance with the work required to provide a complete Plans, Specifications and Estimate (PS&E) to the State for contract award and construction.

In addition to the preparation of the PS&E, the Local Government, or its consultant engineer, will request from the State and be given access to the State's Design Construction Information System (DCIS) for the purpose of preparing the estimate in Estimator; entering the plans estimate into DCIS; creating the List of Governing Specifications and Special Provisions; and electronically sealing and signing the project bid proposal.

The State will provide the pavement design(s) for the Project.

The State will provide its current list of General Notes and Specification Data for use by the Local Government, or its consultant, and will provide guidance as to which notes are applicable and any preferences the State has with respect to materials, etc.

The State will provide guidance and timely reviews as necessary for the Local Government, or its consultant engineer, to satisfactorily develop and prepare the PS&E.

The State will not let the Project to contract until a complete PS&E approved by the State exists.

11. Construction Responsibilities

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. The State will use its approved contract letting and award procedures to let and award the construction contract.
- C. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.
- D. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- E. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

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12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

The State is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	State:
City Manager City of College Station P.O. Box 9960 College Station, Texas 77842	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall

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remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or

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services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this LPAFA. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this LPAFA. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

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- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §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.

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient or sub-recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. For sub-awards greater than \$25,000, the Local Government, as a recipient of federal funding, shall:
 - 1. Obtain and provide to the State and the Federal government, a Central Contracting (CCR) number with the Federal government (Federal Acquisition Regulation, Part 4, Sub-part 4.1100). The CCR number may be obtained by visiting the CCR website whose address is: <https://www.bpn.gov/ccr/default.aspx>;

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2. Obtain and provide to the State and the Federal government, a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top executives to the State and Federal government if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually; and
 - ii. Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

29. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

ATTEST:

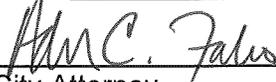
City Secretary

Date: _____

APPROVED:

City Manager

Date: _____



City Attorney

Date: _____

Chief Financial Officer

THE STATE OF TEXAS

Janice Mullenix
Director of Contract Services
Texas Department of Transportation

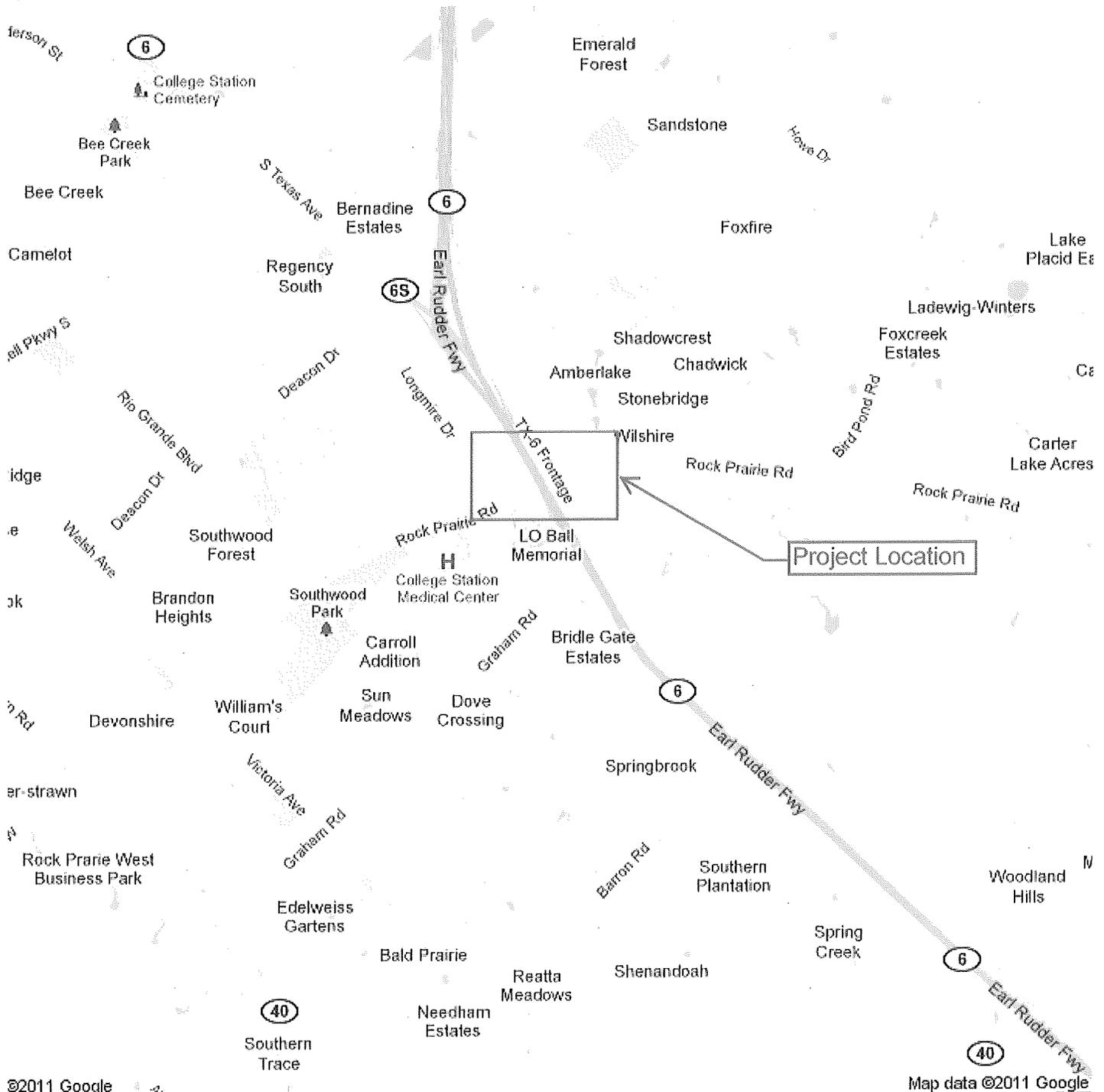
Date

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**ATTACHMENT A
RESOLUTION OR ORDINANCE**

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ATTACHMENT B LOCATION MAP SHOWING PROJECT



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**ATTACHMENT C
 PROJECT BUDGET**

Costs will be allocated as follows: (1) Construction – 100% State funding; (2) Environmental and Engineering – 100% Local Government funding; and (3) Right-of-Way and Utility - 90% State funding and 10% Local Government funding. After State funding has reached the maximum obligated amount of \$4,637,420, the Local Government is responsible for 100% of the remaining project costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (by Local Government)	\$45,290	0%	\$0	0%	\$0	100%	\$45,290
Engineering (by Local Government)	\$407,610	0%	\$0	0%	\$0	100%	\$407,610
Right of Way/Utility (by State)	\$150,000	0%	\$0	90%	\$135,000	10%	\$15,000
Construction (by State)	\$3,859,000	0%	\$0	100%	\$3,859,000	0%	\$0
Subtotal	\$4,461,900		\$0		\$3,994,000		\$467,900
Environmental Direct State Costs	\$10,000	0%	\$0	100%	\$10,000	0%	\$0
Right of Way Direct State Costs	\$10,000	0%	\$0	100%	\$10,000	0%	\$0
Engineering Direct State Costs	\$55,000	0%	\$0	100%	\$55,000	0%	\$0
Utility Direct State Costs	\$10,000	0%	\$0	100%	\$10,000	0%	\$0
Construction Direct State Costs (7.68%)	\$296,370	0%	\$0	100%	\$296,370	0%	\$0
Indirect State Costs (6.80%)	\$262,050	0%	\$0	100%	\$262,050	0%	\$0
TOTAL	\$5,105,320	0%	\$0	91%	\$4,637,420	9%	\$467,900

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Initial payment by the Local Government to the State: \$0

Payment by the Local Government to the State before construction: \$0

Estimated total payment by the Local Government to the State: \$15,000

Based on 10% of the estimated Right-of-Way and Utility Costs

This is an estimate. The final amount of Local Government participation will be based on actual costs.

February 23, 2012
Consent Agenda Item No. 2m
Resolution Awarding Bid and Approval of a Construction Contract for
Site Improvements in Georgie K. Fitch Park

To: David Neeley, City Manager

From: David Schmitz, Director, Parks and Recreation Department

Agenda Caption: Presentation, possible action, and discussion regarding a resolution awarding the bid and approval of construction contract #12-089, with VOX Construction, L.L.C., in the amount of \$95,625 for site improvements in Georgie K. Fitch Park, to include sidewalks, area lights, trees, irrigation, signage, and a drinking fountain.

Relationship to Strategic Goal: Neighborhood Integrity ~ Long-term viable and appealing neighborhoods

Recommendation(s): Staff recommends approval of the resolution and award of the construction contract with VOX Construction, L.L.C., for improvements in Georgie K. Fitch Park in the amount of \$95,625, with sixty (60) days of construction time.

Summary: This project is for improvements in Georgie K. Fitch Park, built in 1983. A sidewalk will be added to form a jogging/walking loop around the front area of the park, with area lights to be installed along this trail. The drinking fountain will be moved and repaired so that it will become usable. Shade trees will be planted along the trail and along the sidewalk on Balcones Street for beautification and to meet the City's streetscape ordinance. The existing basketball court lights will have controls added to help conserve energy. An irrigation system will be added for the newly planted trees only. Accessible ramps will be installed near the street to bring those up to the latest standards for ADA rules.

Budget & Financial Summary: Five (5) sealed, competitive bids were received and opened on January 23, 2012. The bid summary is attached. The project budget is \$103,500, and the recommended low bid is \$95,625. Funds are available through Community Development Block Grant (CDBG) funding.

Attachments:

1. Resolution
2. Bid Tabulation #12-027
3. Site Plan
4. Construction Contract (on file in City Secretary's office)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR GEORGIE K. FITCH PARK SITE IMPROVEMENTS, AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas solicited bids for the construction phase of the Georgie K. Fitch Park Site Improvements Project; and

WHEREAS, the selection of VOX Construction, L.L.C. is being recommended as the lowest responsible bidder for construction services related to the Georgie K. Fitch Park Site Improvements 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 VOX Construction, L.L.C. is the lowest responsible bidder.
- PART 2: That the City Council hereby approves the contract with VOX Construction, L.L.C. for \$95,625 for the labor, materials and equipment required for the improvements related to the Georgie K. Fitch Park Site Improvements Project.
- PART 3: That the funding for this Contract shall be as budgeted from Community Development Block Grant (CDBG) Funds in the amount of \$95,625.
- PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2012

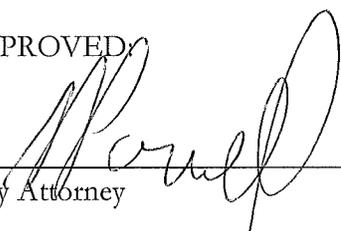
ATTEST:

APPROVED:

City Secretary

MAYOR

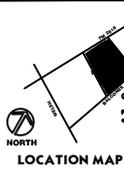
APPROVED:



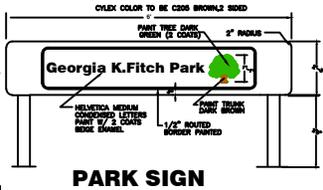
City Attorney

Site Improvements for George K Fitch Park
 Bid No. 12-027
 Opened January 23, 2012

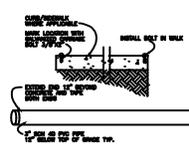
				Brazos Paving Bryan, Texas	Dudley Const. College Station, TX	Palomares Const. Bryan, Texas	TDT, Inc. College Station, TX	VoX Const. Bryan, Texas
Item	Qty	Unit	Description					
1	1	LS	Concrete sidewalks & ramps (including removal of some walks & earthwork) (Stockpile excess on site)	\$ 47,585.00	\$ 35,900.00	\$ 44,475.00	\$ 50,097.36	\$ 35,249.00
2	1	LS	Electrical and nine (9) area lights	\$ 37,500.00	\$ 38,200.00	\$ 31,800.00	\$ 39,221.20	\$ 33,150.00
3	1	LS	Trees, topsoil & Hydromulching	\$ 12,257.00	\$ 5,200.00	\$ 5,750.00	\$ 7,179.60	\$ 4,481.00
4	1	LS	Park Sign	\$ 5,600.00	\$ 5,900.00	\$ 3,900.00	\$ 5,162.12	\$ 4,823.00
5	1	LS	Retaining block walls	\$ 2,870.00	\$ 3,100.00	\$ 2,000.00	\$ 2,146.44	\$ 2,543.00
6	1	LS	Silt Fencing	\$ 2,035.00	\$ 875.00	\$ 1,000.00	\$ 5,036.88	\$ 1,837.00
7	1	LS	Irrigation System	\$ 2,200.00	\$ 3,800.00	\$ 2,500.00	\$ 2,976.00	\$ 4,776.00
8	1	LS	Relocation of drinking fountain. (includes piping, valve, drain line and concrete slab)	\$ 2,500.00	\$ 645.00	\$ 2,000.00	\$ 1,054.00	\$ 2,456.00
TOTAL BASE BID				\$ 112,547.00	\$ 93,620.00	\$ 93,425.00	\$ 112,873.60	\$ 89,315.00
Alternate								
1	1	LS	Crepe Myrtles & Irrigation	\$ 4,000.00	\$ 5,475.00	\$ 3,880.00	\$ 7,229.20	\$ 6,310.00
TOTAL ALTERNATE				\$ 4,000.00	\$ 5,475.00	\$ 3,880.00	\$ 7,229.20	\$ 6,310.00
TOTAL BASE BID + ALTERNATE				\$ 116,547.00	\$ 99,095.00	\$ 97,305.00	\$ 120,102.80	\$ 95,625.00
Calendar Days for Completion				60	90	60	68	60
Certification				Y	Y	Y	Y	Y
Section 3 Certification				N	Y	Y	Y	Y
Bid Bond				Y	Y	Y	Y	Y



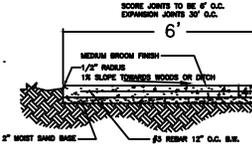
- GENERAL CONSTRUCTION NOTES:**
1. Check for the material used by the Contractor to verify the material grades of ALL existing underground utilities. If the Contractor is not sure, verify utility company specifications a minimum of 48 hours in advance of any excavation.
 2. Contact Dallas Fire # 468-544-6777
 3. Contact Dallas Police # 468-544-6777
 4. Contact Dallas Water # 468-544-6777
 5. Contact Dallas Gas # 468-544-6777
 6. Contact Dallas Electric # 468-544-6777
 7. Contact Dallas Sewer # 468-544-6777
 8. Contact Dallas Stormwater # 468-544-6777
 9. Contact Dallas Public Works # 468-544-6777
 10. Contact Dallas Parks and Recreation # 468-544-6777
 11. Contact Dallas Public Works # 468-544-6777
 12. Contact Dallas Public Works # 468-544-6777
 13. Contact Dallas Public Works # 468-544-6777
 14. Contact Dallas Public Works # 468-544-6777
 15. Contact Dallas Public Works # 468-544-6777



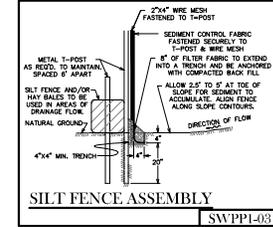
PARK SIGN



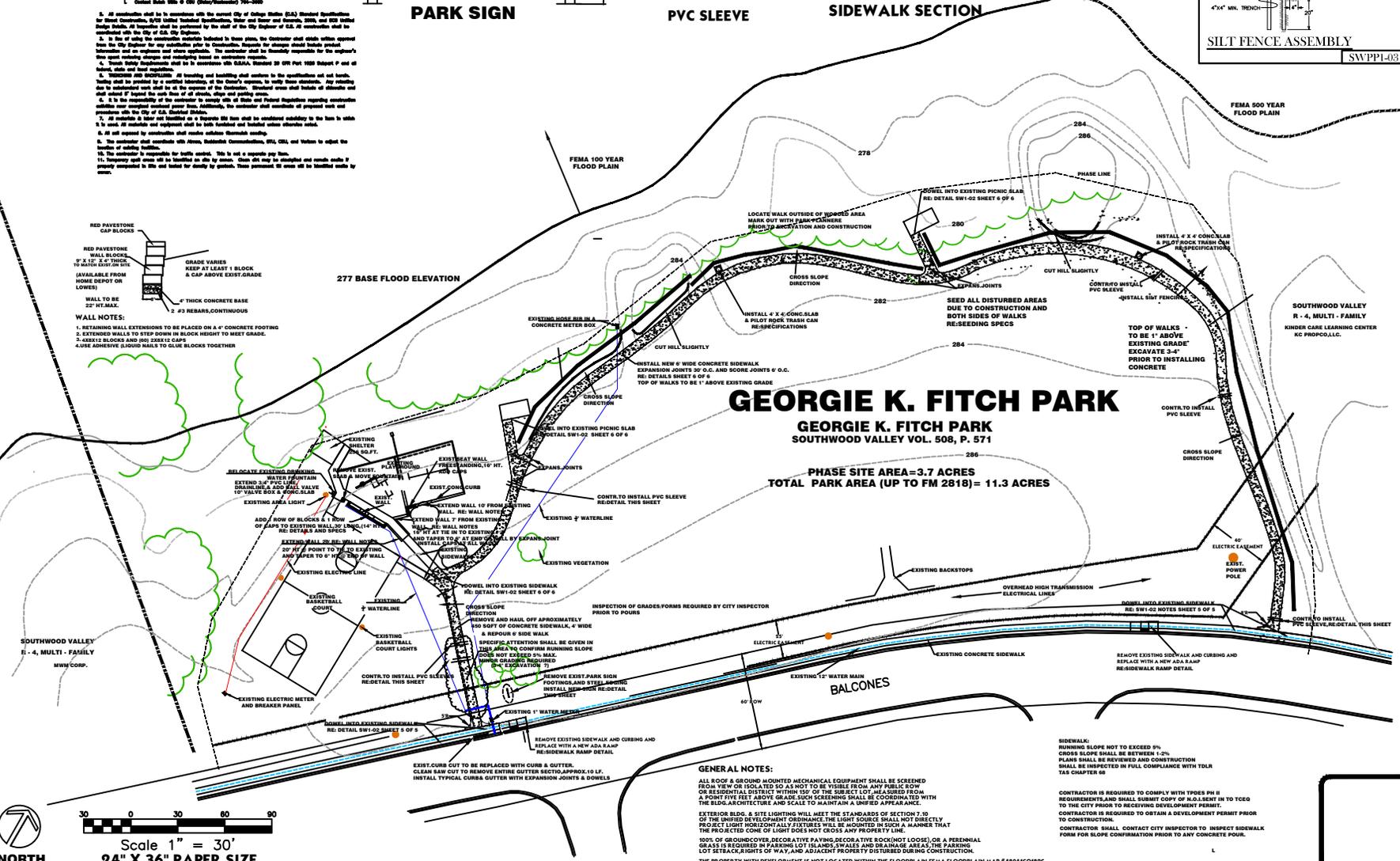
PVC SLEEVE



SIDEWALK SECTION



SILT FENCE ASSEMBLY
SWPP1-03



GEORGIE K. FITCH PARK

GEORGIE K. FITCH PARK
SOUTHWOOD VALLEY VOL. 508, P. 571

PHASE SITE AREA = 3.7 ACRES
TOTAL PARK AREA (UP TO FM 2818) = 11.3 ACRES

CITY OF COLLEGE STATION
PARKS AND RECREATION DEPARTMENT
POST OFFICE BOX 9960
COLLEGE STATION, TX. 77842
WWW.CS.TX.GOV

GEORGIE K. FITCH PARK IMPROVEMENTS
SITE PLAN



DATE: AUG. 16, 2011
By: Park Planner
Peter B. Vanecek
(979) 764-3412

REVISIONS:
AUG. 25, 2011
OCT. 3, 2011

SHEET:
1
OF 6

February 23, 2012
Regular Agenda Item No. 1
Annual Bid for Various Electrical Items and Electric Meters

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action and discussion on a bid award for the annual agreement for various electrical items and electric meters to be stored in inventory as follows: Stuart C. Irby \$25,790.00 (\$21,700 to be decided in Tie-Break); HD Supply \$1,600; KBS \$156,147.10; Techline \$790,691; Priester Mell and Nicholson \$76,852 (\$21,700 to be decided in Tie-Break); Texas Meter & Device \$7,438.80; Wesco \$11,363;. Total estimated annual expenditure is \$1,048,181.90.

Recommendation(s): Recommend award to the lowest responsible bidder meeting specifications for an annual estimated expenditures totaling \$1,048,181.90.

I.	Stuart C. Irby	\$ 25,790.00 (\$21,700 to be decided in tie-breaker)
II.	HD Supply	\$ 1,600.00
III.	KBS Electric	\$156,147.10
IV.	Techline	\$790,691.00
V.	Priester Mell and Nicholson	\$ 76,852.00 (\$21,700 to be decided in tie-breaker)
VI.	Texas Meter & Device	\$ 7,438.80
VII.	Wesco	\$ 11,363.00

Summary: These purchases will be made as needed during the term of the agreement. The various electrical items and electric meters are maintained in Electrical Inventory in an inventory account and expensed as necessary during the agreement period. The purchasing agreement period shall be for one (1) year with the option to renew for two additional two (2) years.

The bid tabulation has resulted in two (2) bidders furnishing identical bids for one (1) of the S&C Wildlife Guards items in Group H, Item H-2 both bid \$217.00 ea. Local Government Code 271.901 "Procedure for Awarding Contract if Municipality or District Receives Identical Bids" requires the governing body of the municipality to enter into a contract with only one of the bidders, rejecting all other bids. If only one of the bidders submitting identical bids is a resident of the municipality, the City must select that bidder; however, none of the bidders in this case are local residents. The City must select from the identical bids by the casting of lots. The casting of lots must be in a manner prescribed by the mayor and must be conducted in the presence of the Council. Line H-2 has an identical bid between Stuart C. Irby Co. and Priester Mell & Nicholson. The casting of lots is necessary for this for one (1) item. All other items have a single apparent low bidder that staff is recommending award to.

Budget & Financial Summary: Nine (9) sealed, competitive bids were received and opened on February 2, 2012. Funds are budgeted and available in the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

Attachments: Bid Tabulation #12-033

ANNUAL PRICE AGREEMENT AND SPECIFICATIONS FOR VARIOUS ELECTRICAL ITEMS
 BID TABULATION 01-2021 - GROUPS A THROUGH H - FEBRUARY 2, 2012 @ 2:00PM

ELECTRICAL
 (See Schedule)

Does not meet spec

Item No./Qty	Description	Smart C-Hvy Co		HD Supply		RBS Electric		Nichime		IEC		Prewiser Best & Neilsen		Texas Meter & Device		Twyer		Wesco					
		Manufacturer	Unit Price	Total Price	Manufacturer	Unit Price	Total Price	Manufacturer	Unit Price	Total Price	Manufacturer	Unit Price	Total Price	Manufacturer	Unit Price	Total Price	Manufacturer	Unit Price	Total Price	Manufacturer	Unit Price	Total Price	
Group 'A' Materials - 15KV Underground Cable Accessories																							
A1	40 ea. QuadBreak 1.0M Connector	285-02-0003A	Cooper	\$ 295.40	\$ 11,816.00	No Bid	\$ 0.00	\$ 0.00	Cooper	\$ 280.50	\$ 11,220.00	Eastmount	\$ 269.00	\$ 10,400.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	
A2	75 ea. Protector Cap	285-09-0004	Cooper	\$ 20.74	\$ 1,555.50	Cooper	\$ 24.00	\$ 1,800.00	Cooper	\$ 20.10	\$ 1,507.50	Eastmount	\$ 18.20	\$ 1,365.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	
A3	200 ea. Leadback Blow Socket Spigot	285-08-0001	Cooper	\$ 24.27	\$ 4,854.00	No Bid	\$ 0.00	\$ 0.00	Cooper	\$ 23.65	\$ 4,730.00	Eastmount	\$ 21.50	\$ 4,300.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	
A4	200 ea. Leadback Blow Socket Spigot Type	285-08-0001	Cooper	\$ 23.32	\$ 4,664.00	No Bid	\$ 0.00	\$ 0.00	Cooper	\$ 20.95	\$ 4,190.00	Eastmount	\$ 19.75	\$ 3,950.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	
A5	350 ea. Leadback Blow Socket Spigot	285-08-0001	Cooper	\$ 12.50	\$ 4,375.00	No Bid	\$ 0.00	\$ 0.00	Cooper	\$ 12.50	\$ 4,375.00	Eastmount	\$ 12.50	\$ 4,375.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	
A6	15 ea. Insulable Two Way Bushing Insert	285-09-0007	Cooper	\$ 104.80	\$ 1,572.00	No Bid	\$ 0.00	\$ 0.00	Cooper	\$ 99.44	\$ 1,491.60	Eastmount	\$ 92.50	\$ 1,387.50	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	
A7	200 ea. Blow Cable Seal	285-08-0014	IM	\$ 9.30	\$ 1,860.00	IM	\$ 9.50	\$ 1,900.00	IM	\$ 8.40	\$ 1,680.00	IM	\$ 7.80	\$ 1,560.00	Cooper	\$ 7.000	\$ 1,400.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	
A8	75 ea. Blow Arrester	285-08-0005	Mechcan	\$ 53.77	\$ 4,032.75	Mechcan	\$ 41.00	\$ 4,525.00	Cooper	\$ 44.12	\$ 4,809.75	Eastmount	\$ 39.00	\$ 4,200.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	
A9	20 ea. Insulable Stand-Off	285-08-0012	Cooper	\$ 103.94	\$ 2,078.80	No Bid	\$ 0.00	\$ 0.00	Cooper	\$ 103.94	\$ 2,078.80	Eastmount	\$ 120.00	\$ 2,400.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	
A10	50 ea. Cable Terminal Cold-Drink Type	285-08-0010	IM	\$ 91.84	\$ 4,592.00	IM	\$ 87.50	\$ 4,375.00	IM	\$ 84.35	\$ 4,217.50	IM	\$ 107.95	\$ 5,397.50	Cooper	\$ 45.00	\$ 2,250.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	
A11	100 ea. Cable Terminal	285-08-0003	Eastmount	\$ 50.00	\$ 5,000.00	Cooper	\$ 41.00	\$ 4,100.00	Eastmount	\$ 41.50	\$ 4,150.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00		
A12	50 ea. Disconnectable Secondary Transformer Connector	285-09-0004	Cooper	\$ 10.71	\$ 545.50	Cooper	\$ 11.00	\$ 550.00	Cooper	\$ 7.75	\$ 387.50	Cooper	\$ 7.75	\$ 387.50	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	
A13	100 ea. Disconnectable Secondary Transformer Connector	285-09-0008	Edison	\$ 6.75	\$ 675.00	Edison	\$ 6.00	\$ 600.00	Edison	\$ 6.00	\$ 600.00	Thomas & Betts	\$ 6.25	\$ 625.00	Cooper	\$ 6.00	\$ 600.00	Cooper	\$ 6.00	\$ 600.00	Cooper	\$ 6.00	\$ 600.00
A14	250 ea. Insulable Stand-Off	285-09-0012	Typo	\$ 20.00	\$ 5,000.00	No Bid	\$ 0.00	\$ 0.00	Typo	\$ 19.00	\$ 4,750.00	Typo	\$ 18.00	\$ 4,500.00	Cooper	\$ 17.50	\$ 4,375.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	
A15	40 ea. Pinless Splice	285-07-0002	IM	\$ 23.84	\$ 953.60	IM	\$ 23.70	\$ 949.20	IM	\$ 23.20	\$ 928.00	IM	\$ 22.00	\$ 880.00	IM	\$ 21.48	\$ 859.20	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	
A16	70 ea. Pinless Splice	285-07-0007	IM	\$ 20.75	\$ 1,452.50	IM	\$ 20.50	\$ 1,435.00	IM	\$ 20.00	\$ 1,400.00	IM	\$ 19.25	\$ 1,347.50	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	
A17	40 ea. Yelco Red Locking Kit - cold install	285-07-0005	IM	\$ 51.21	\$ 2,048.40	IM	\$ 48.00	\$ 1,920.00	IM	\$ 48.00	\$ 1,920.00	IM	\$ 48.52	\$ 1,940.80	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	
A18	50 ea. Yelco Red Locking Kit - cold install	285-11-0002	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	Fraser-Price	\$ 18.45	\$ 922.50	IM	\$ 17.00	\$ 850.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	
Group A Total				\$ 80,210.00		\$ 46,710.00		\$ 86,270.00		\$ 80,972.00		\$ 135,711.30		\$ 8,000.00					\$ 44,036.85	\$ 22,997.00	\$ 2,008.00		

Group 'B' Materials - Padmount Enclosure Junction Boxes & Pull Boxes																					
B1	15 ea. Pull Box Washable	285-04-0007	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	Coor	\$ 92.00	\$ 1,380.00	Coor	\$ 95.00	\$ 1,375.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	\$ 1,054.90
B2	25 ea. Pull Box Washable	285-04-0008	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	Coor	\$ 24.00	\$ 600.00	Coor	\$ 24.00	\$ 600.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	\$ 520.70
B3	12 ea. Pull Box Washable 24" Wx 18" Hx 18" D	285-04-0012	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	Coor	\$ 174.00	\$ 2,088.00	Coor	\$ 145.00	\$ 1,740.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	\$ 1,864.25
B4	48 ea. Pull Box Washable	285-04-0005	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	Coor	\$ 58.00	\$ 2,784.00	Coor	\$ 58.00	\$ 2,784.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	\$ 2,345.00
B5	1 ea. Tension Account	285-04-0001	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	Coor	\$ 3,700.00	\$ 3,700.00	Coor	\$ 3,500.00	\$ 3,500.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	\$ 4,203.74
Note: Items B1 through B5 Freight allowed on 6000.00																					
Group B Total				\$ 0.00		\$ 0.00		\$ 114,200.00		\$ 105,875.00		\$ 0.00		\$ 0.00					\$ 123,962.85		

Group 'C' Materials - 15 KV Padmounted Switchgear																					
C1	2 ea. Pad-Mount Switchgear Front-Back Access	285-100-0003	GAW	\$ 30,182.29	\$ 60,364.58	No Bid	\$ 0.00	\$ 0.00	Cooper	\$ 25,700.00	\$ 51,400.00	G.W.W.	\$ 29,544.00	\$ 59,088.00	G.W.W.	\$ 30,500.00	\$ 61,000.00	No Bid	\$ 0.00	\$ 0.00	\$ 334,375.00
C1B1	2 ea. Pad-Mount Switchgear Front-Back Access	285-100-0004	GAW	\$ 36,011.25	\$ 72,022.50	No Bid	\$ 0.00	\$ 0.00	Cooper	\$ 23,920.00	\$ 47,840.00	G.W.W.	\$ 26,296.00	\$ 52,592.00	G.W.W.	\$ 26,400.00	\$ 52,800.00	No Bid	\$ 0.00	\$ 0.00	\$ 520,700.00
C2	2 ea. Pad-Mount Switchgear Front-Back Access	285-100-0004	GAW	\$ 48,271.25	\$ 96,542.50	No Bid	\$ 0.00	\$ 0.00	Cooper	\$ 23,920.00	\$ 47,840.00	G.W.W.	\$ 26,296.00	\$ 52,592.00	G.W.W.	\$ 26,400.00	\$ 52,800.00	No Bid	\$ 0.00	\$ 0.00	\$ 520,700.00
C2B1	1 ea. Installation of Voltage Sensing Busbar & Panel	285-100-0005	GAW	\$ 37,724.04	\$ 37,724.04	No Bid	\$ 0.00	\$ 0.00	Cooper	\$ 39,820.00	\$ 39,820.00	G.W.W.	\$ 37,100.00	\$ 37,100.00	G.W.W.	\$ 37,121.00	\$ 37,121.00	No Bid	\$ 0.00	\$ 0.00	\$ 0.00
C3	2 ea. Pad-Mount Switchgear Front-Back Access	285-100-0005	GAW	\$ 30,229.17	\$ 60,458.34	No Bid	\$ 0.00	\$ 0.00	Cooper	\$ 29,820.00	\$ 59,640.00	G.W.W.	\$ 29,700.00	\$ 59,400.00	G.W.W.	\$ 29,700.00	\$ 59,400.00	No Bid	\$ 0.00	\$ 0.00	\$ 534,548.00
C4	1 ea. Pad-Mount Switchgear Front-Back Access	285-100-0006	GAW	\$ 30,229.17	\$ 30,229.17	No Bid	\$ 0.00	\$ 0.00	Cooper	\$ 30,229.17	\$ 30,229.17	G.W.W.	\$ 30,229.17	\$ 30,229.17	G.W.W.	\$ 30,229.17	\$ 30,229.17	No Bid	\$ 0.00	\$ 0.00	\$ 0.00
C4B1	1 ea. Installation of Voltage Sensing Busbar & Panel	285-100-0006	GAW	\$ 47,847.84	\$ 47,847.84	No Bid	\$ 0.00	\$ 0.00	Cooper	\$ 30,000.00	\$ 30,000.00	G.W.W.	\$ 44,700.00	\$ 44,700.00	G.W.W.	\$ 44,452.00	\$ 44,452.00	No Bid	\$ 0.00	\$ 0.00	\$ 544,453.00
Group C Total				\$ 341,307.24		\$ 0.00		\$ 150,150.00		\$ 339,750.00		\$ 484,452.00		\$ 484,452.00		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Group 'C1A to C4B' Materials - 15 KV Padmounted Switchgear																					
C1A	2 ea. Pad-Mount Solid Dielectric-EPDM Rubber Insulated Switchgear	285-100-0008	GAW	\$ 37,276.30	\$ 74,552.60	No Bid	\$ 0.00	\$ 0.00	Cooper	\$ 28,380.00	\$ 56,760.00	Eastmount	\$ 32,780.00	\$ 65,560.00	G.W.W.	\$ 31,470.00	\$ 62,940.00	No Bid	\$ 0.00	\$ 0.00	\$ 0.00
C2A	2 ea. Pad-Mount Solid Dielectric-EPDM Rubber Insulated Switchgear	285-100-0008	GAW	\$ 35,700.00	\$ 71,400.00	No Bid	\$ 0.00	\$ 0.00	Cooper	\$ 28,380.00	\$ 56,760.00	Eastmount	\$ 32,780.00	\$ 65,560.00	G.W.W.	\$ 31,470.00	\$ 62,940.00	No Bid	\$ 0.00	\$ 0.00	\$ 0.00
C3A	2 ea. Pad-Mount Solid Dielectric-EPDM Rubber Insulated Switchgear	285-100-0010	IM	\$ 40,113.84	\$ 80,227.68	No Bid	\$ 0.00	\$ 0.00	Cooper	\$ 41,392.00	\$ 82,784.00	Eastmount	\$ 37,980.00	\$ 75,960.00	G.W.W.	\$ 40,757.00	\$ 81,514.00	No Bid	\$ 0.00	\$ 0.00	\$ 0.00
C4A	1 ea. Pad-Mount Solid Dielectric-EPDM Rubber Insulated Switchgear	285-100-0006	GAW	\$ 49,244.79	\$ 49,244.79	No Bid	\$ 0.00	\$ 0.00	Cooper	\$ 36,448.00	\$ 36,448.00	Eastmount	\$ 40,500.00	\$ 40,500.00	G.W.W.	\$ 41,270.00	\$ 41,270.00	No Bid	\$ 0.00	\$ 0.00	\$ 0.00
Group C1A to C4B Total				\$ 299,135.41		\$ 0.00		\$ 219,940.00		\$ 201,612.00		\$ 302,270.00		\$ 302,270.00		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Group 'D' Materials - 15KV Padmount Switchgear																					
D1	15 ea. Streetlight Pole 3.25x4	285-04-0004	Milburnard	\$ 2,150.00	\$ 32,250.00	Unimont	\$ 2,420.00	\$ 36,300.00	Unimont	\$ 2,420.00	\$ 36,300.00	Unimont	\$ 1,575.00	\$ 23,625.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	\$ 2,584.00
D2	35 ea. Streetlight Pole 4.5x5	285-04-0005	Milburnard	\$ 2,107.00	\$ 73,745.00	Unimont	\$ 2,400.00	\$ 84,000.00	Unimont	\$ 2,420.00	\$ 84,700.00	Unimont	\$ 1,748.00	\$ 61,180.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	\$ 3,247.00
D3	35 ea. Streetlight Pole 4.5x5	285-04-0011	Milburnard	\$ 3,240.00	\$ 113,400.00	Unimont	\$ 3,200.00	\$ 112,000.00	Unimont	\$ 3,180.00	\$ 111,300.00	Unimont	\$ 1,140.00	\$ 39,900.00	No Bid	\$ 0.00	\$ 0.00	No Bid	\$ 0.00	\$ 0.00	\$ 1,400.00
D4	25 ea. Breakaway Base	285-04-0011	Milburnard	\$ 496.44	\$ 12,411.00	Unimont	\$ 414.00	\$ 10,350.00	Unimont	\$ 424.00	\$ 10,600.00	Unimont	\$ 379.00	\$ 9,475.00	Unimont	\$ 431.00	\$ 10,775.00	No Bid	\$ 0.00	\$ 0.00	\$ 440.69
Note: Unimont freight allowed on 11,000.00 orders only																					
Group D Total				\$ 147,076.50		\$ 191,930.00		\$ 188,445.00		\$ 126,830.00		\$ 110,775.00		\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Group 'E' Lamps & Light Fixtures																					
E1	100 ea. Light Fixture 100 watt	285-05-0011	Cooper	\$ 103.15	\$																

February 23, 2012
Regular Agenda Item No. 2
Rock Prairie Road West Right-of-Way Project (ST1025)
Resolution Determining Need

To: David Neeley, City Manager

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

Agenda Caption: Public Hearing, presentation, possible action, and discussion regarding a Resolution determining the public necessity to acquire right-of-way and easements along Rock Prairie Road West, between State Highway 6 and Normand Drive.

Relationship to Strategic Goals: Improving Mobility – Plan for infrastructure necessary to meet projected growth and physical development. Provide complete streets that accommodate vehicles, bicyclists, and pedestrians.

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

Summary: Included in the 2008 Bond Election is a project to acquire additional right-of-way (ROW) along Rock Prairie Road, west of State Highway 6. The intent is to secure the ROW needed for additional travel lanes along Rock Prairie Road West, so that the City can proceed with design and construction of the necessary improvements along the corridor to complement the new grade separation at State Highway 6 and Rock Prairie Road, currently in design.

Additional ROW and adjacent easements are required for the widening of the roadway and the installation of medians, multi-use paths and other improvements on Rock Prairie Road, between State Highway 6 and Normand Drive. The widening of the road is anticipated to alleviate traffic congestion, while the installation of medians and pathways will allow for improved safety and pedestrian mobility which is anticipated to increase as the College Station Medical District develops. Approval of this Resolution will allow the City's Land Agent to begin negotiations for the purchase of the needed ROW and easements.

Budget & Financial Summary: The current budget for the Rock Prairie Road West ROW Project is \$740,000. Funding for this project is from the 2008 general obligation bond authorization. Funds in the amount of \$108,967.56 have been expended or committed to date, leaving a balance of \$631,032.44 for remaining ROW purchases and related expenses. This project budget is for land acquisition only. Funds for construction are not currently budgeted.

Attachments:

1. Resolution Determining Need with Exhibit "A"
2. Project Map

RESOLUTION DETERMINING NEED

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, RELATING TO: (1) THE AUTHORITY OF THE CITY TO INITIATE, COMPLETE, AND ACQUIRE, BY PURCHASE OR CONDEMNATION, RIGHT-OF-WAY AND EASEMENT INTEREST IN CERTAIN PROPERTY FOR THE **ROCK PRAIRIE ROAD WEST RIGHT-OF-WAY PROJECT**; (2) A DECLARATION THAT PUBLIC NECESSITY EXISTS FOR THE CITY TO ACQUIRE SUCH INTEREST, THROUGH PURCHASE OR CONDEMNATION; AND (3) ESTABLISHING PROCEDURES FOR THE ACQUISITION OF SUCH INTEREST IN THE PROPERTY.

WHEREAS, the City of College Station, Texas ("City") is a home rule municipality duly incorporated and chartered under the Constitution and laws of Texas; and

WHEREAS, the City owns, operates, constructs, repairs and maintains a city roadway system as a public service; and

WHEREAS, the City's ownership, operation, construction, repair, and maintenance of the city roadway system is a benefit to the public; and

WHEREAS, the City, through a condemnation proceeding, may exercise the power of eminent domain to acquire property in order to carry out the ownership, operation, construction, repair, and maintenance of its street system pursuant to Chapter 251 of the Texas Local Government Code, Chapter 21 of the Texas Property Code, and Article II of the City's Charter; and

WHEREAS, the City is engaged in the following project regarding improvements to **Rock Prairie Road West** between **State Highway 6** and **Normand Drive**, including widening of the road, installation of public utilities, pedestrian improvements, and landscaping, (the "Project"); and

WHEREAS, the City determines that the best interests and needs of the public, including the health, safety and welfare of the public, require that the City widen **Rock Prairie Road West** between **State Highway 6** and **Normand Drive**, through the City's acquisition, by purchase or condemnation proceeding, of the right-of-way and easements as provided in Exhibit "A", attached hereto and incorporated herein by reference for all purposes (the "Right-of-Way and Easements"); now, therefore;

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

- PART 1: That the City Council of the City of College Station, Texas, hereby officially determines that there is a public necessity for the Right-of-Way and Easements, and the public welfare and convenience will be served by the acquisition of the Right-of-Way and Easements.
- PART 2: That the City Manager is hereby authorized to contract, on behalf of the City of College Station, with a professional appraiser for the appraisal services, with a professional real estate agent to act as a Land Agent for the City and with attorneys for preparation of title opinions needed by the City from time to time in connection with acquisition of the Right-of-Way and Easements.
- PART 3: That the City's Land Agent or other staff appraiser is hereby authorized and directed to examine the independent appraisal reports as they are submitted to the City to determine whether said appraisal reports are supported by sufficient data. Based upon such examination of said appraisal reports, the Land Agent or other staff appraiser shall make a recommendation to the City Manager as to the establishment and approval of the amount of the just compensation for the Right-of-Way and Easements.
- PART 4: After consideration of said recommendation, the City Manager shall establish and approve the amount determined for acquisition of the Right-of-Way and Easements.
- PART 5: Upon establishment and approval by the City Manager of the amount of just compensation for the acquisition of the Right-of-Way and Easements, the City's Land Agent or other staff appraiser is authorized to communicate a written offer to the property owners for the acquisition of such interest at the full amount determined and established to be just compensation therefore and to negotiate with said owners on behalf of the City.
- PART 6: That the Mayor, after approval by City Council, or the City Manager as delegated, is hereby authorized to execute all documents necessary to acquire said Right-of-Way and Easements for the Project, on behalf of the City of College Station.
- PART 7: That, if necessary, and should a property owner fail to accept a bona fide, good faith offer from the City to purchase the required Right-of-Way and Easements, City representatives shall have the authority to initiate and complete condemnation proceedings against said owner, in order to acquire through condemnation all required property interests and title regarding such property.

PART 8: That the City Manager be and is hereby authorized to sell any such surplus improvements, or order the demolition thereof, if any, located on the real property acquired in connection with this Project.

PART 9: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2012.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

Carla A. Robinson
City Attorney

EXHIBIT "A"

Right-of-Way (Fee Simple Interest) and Easements (Easement Interest)

Being all those parcels or tracts of land necessary to widen Rock Prairie Road and install public utilities, pedestrian improvements, and landscaping, from the west frontage road of State Highway 6 through the intersection of Normand Drive, College Station, Brazos County, Texas. Said parcels are depicted on the attached map following this page.

Said right-of-way and easement tracts or parcels may be acquired from the following lands:

Landowner (Now or Formerly): TIGER HOLDINGS, INC

Street Address: 3998 SH-6 South, College Station, Texas

Legal Description: Being all the certain lot, tract or parcel of land being situated in College Station, Brazos County, Texas, and being Tract "F-4", RESUBDIVISION OF PONDEROSA PLACE, SECTION TWO, an addition to the City of College Station, Texas, according to the resubdivision plat recorded in Volume 2155, Page 43, Official Records of Brazos County, Texas.

Landowner (Now or Formerly): WELLS FARGO BANK TEXAS, N.A., successor in interest to VICTORIA BANK & TRUST COMPANY

Street Address: 1801 Rock Prairie Road, College Station, Texas

Legal Description: Being all the certain lot, tract or parcel of land being situated in College Station, Brazos County, Texas, and being Lot "F" One (F-1), PONDEROSA PLACE, SECTION TWO, an addition to the City of college Station, Texas, according to the resubdivision plat recorded in Volume 2155, Page 43, Official Records of Brazos County, Texas.

Landowner (Now or Formerly): SCP COLLEGE STATION I, LTD

Street Address: 1751 Rock Prairie Road, College Station, Texas

Legal Description: Being all the certain lot, tract or parcel of land being situated in College Station, Brazos County, Texas, and being Tract G-2B, PONDEROSA PLACE, SECTION TWO, an addition to the City of college Station, Texas, according to the vacating and final plat recorded in Volume 4734, Page 122, Official Records of Brazos County, Texas.

Landowner (Now or Formerly): PROSPERITY BANK

Street Address: 1862 Rock Prairie Road, College Station, Texas.

Legal Description: Being all the certain lot, tract or parcel of land being situated in College Station, Brazos County, Texas, and being Lot One (1), Block One (1), L.O. BALL MEMORIAL SUBDIVISION, a subdivision in College Station, Texas, according to the plat recorded in Volume 2555, Page 313, Official Records of Brazos County, Texas.

Landowner (Now or Formerly): CENTRO NP HOLDINGS 1 SPE, LLC

Street Address: 3505 B Longmire Drive, College Station, Texas.

Legal Description: Being all the certain lot, tract or parcel of land being situated in College Station, Brazos County, Texas, and being Lot One (1), Block Two (2), L.O. BALL MEMORIAL SUBDIVISION, PHASE II, an addition in the City of College Station, Texas, according to the amending plat recorded in Volume 4538, Page 17, Official Records of Brazos County, Texas.

Landowner (Now or Formerly): ARCHLAND PROPERTY II, L.P.

Street Address: 1748 Rock Prairie Road, College Station, Texas.

Legal Description: Being all the certain lot, tract or parcel of land being situated in College Station, Brazos County, Texas, and being Lot Four (4), Block Three (3), L.O. BALL MEMORIAL SUBDIVISION, PHASE II, an addition in the City of College Station, Texas, according to the amending plat recorded in Volume 4110, Page 149, Official Records of Brazos County, Texas.

Rock Prairie Road West ROW Project Map



Project Limits - - - - -
Acquisition Limits - x - x - x