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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
Monday, May 14, 2012 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

1. Pledge of Allegiance, 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:

- April 26, 2012 Workshop
- April 26, 2012 Regular Council Meeting

- b. Presentation, possible action, and discussion regarding the adoption of the Section 3 Plan Implementation Plan and Administrative Guide to comply with 24 CFR, Part 135 of the United States Department of Housing and Urban Development Section 3

- c. Presentation, possible action, and discussion regarding approval of the Brazos Valley Wide Area Communications System (BVWACS) Operating Budget for FY 13 and authorizing the City's quarterly payments of approximately \$52,976 for an annual total of \$211,904.
- d. Presentation, possible action, and discussion regarding participation in Intergovernmental Cooperative Purchasing Agreements with National Intergovernmental Purchasing Alliance (NIPA), National Joint Powers Alliance (NJPA) and U.S. Communities Government Purchasing Alliance (U.S. Communities) and authorize the Executive Director of Business Services to apply for membership online on their website(s).
- e. Presentation, possible action, and discussion regarding the 2nd renewal of bid #11-69 to Knife River to provide a six month agreement for the purchase of Type D Hot Mix Asphalt for the maintenance of streets in an amount not to exceed \$630,000 (\$63.00 per ton), and authorizing the City Manager to execute the renewal agreement on behalf of the City Council.

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 regarding the annual report of the Youth Advisory Council.
2. Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 0.1444 acre, 20-foot wide public utility easement recorded in Volume 2163 Pages 223-225 of the Official Records of Brazos County, Texas, and located along the southwest property line of a parcel of land situated in the J.E. Scott League, Abstract No. 50, and being an 0.986 acre tract as described by warranty deed recorded in volume 7609, page 150 of the Official Records of Brazos County, Texas.
3. Presentation, and discussion regarding a proposed ordinance amending Chapter 11, "Utilities" Section 11-1, "General Provisions", sections B-D and K of the Code of Ordinances of the City of College Station, Texas, having the effect of raising utility deposit amounts for residential Utility customers and raising the delinquent fee amount for commercial customers.

- 4. Presentation, possible action and discussion regarding a recommendation for revision to the Naming Policy for City Facilities and Sub-facilities.
- 5. Adjourn.

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

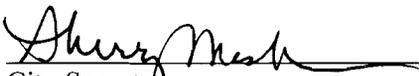
APPROVED:



 City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Monday, May 14, 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 11th day of May, 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 May 11, 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.

May 14, 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:

- April 26, 2012 Workshop
- April 26, 2012 Regular Council Meeting

Attachments:

- April 26, 2012 Workshop
- April 26, 2012 Regular Council Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
APRIL 26, 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

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Nancy Berry at 5:00 p.m. on Thursday, April 26, 2012 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, and §551.086-Competitive Matters, the College Station City Council convened into Executive Session at 5:00 p.m. on Thursday, April 26, 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. 11-0025 16-CV-272, in the 272nd District Court of Brazos County, Texas

B. Deliberation on the purchase, exchange, lease or value of real property; to wit:

- Property located generally southwest of the intersection of Dartmouth Street and Holleman Drive in College Station

C. Deliberation whether to vote or take final action on a competitive matter; to wit:

- Power Supply

The Executive Session adjourned at 5:50 p.m. on Thursday, April 26, 2012.

3. Take action, if any, on Executive Session.

No action was required from Executive Session.

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

Item 2j was pulled for additional clarification. Councilmember Fields also requested that 2h be pulled for a separate vote at the Regular Meeting.

2j: Chuck Gilman, Director of Capital Projects, reported on the status of the landscape maintenance service contracts. The City has reduced costs from \$497,000 in 2009 to \$459,000 in 2011. Base cuts were increased from ten to eighteen, and we added 26 park sites. Six positions were also eliminated.

5. Presentation, possible action and discussion regarding approval to use Hotel Occupancy Tax funds for Phase I of the Wayfinding Program implemented by the Bryan-College Station Convention and Visitor's Bureau.

Frank Simpson, Deputy City Manager, reported that the Master Plan by Corbin was initiated in 2005 with final submittals in 2008 but was never implemented. Recent efforts took off from the 2008 Corbin plan but with a few modifications and a phased approach. An RFP for implementation was issued February 13, 2012. Four proposals were received, and two firms were interviewed; National Sign Plazas (NSP) was selected. Phase 1 includes eleven destinations with approximately 150 signs. NSP will oversee the development, installation, and maintenance of the signs. The actual contract is between the BCSCVB and NSP with an anticipated September completion before the first football game. The eleven destinations are Texas A&M University, George Bush Library, Brazos County Expo (Bryan), Veterans Athletic Park, Central Park, Blinn College (Bryan), Bryan Regional Athletic Park (Bryan), Northgate

Entertainment District, Historic Downtown Bryan (Bryan), Wolf Pen Creek District, and the BCSCVB Visitor Center. The proposed Phase 1 budget is \$400,000 using the HOT fund balance, with a proportionate HOT tax funding from each city. The City of College Station's share is \$256,000. If City Council approves this request for a funding commitment, then a FY2012 budget amendment will be brought back at a future meeting for City Council approval.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Ruesink, the City Council voted six (6) for and one (1) opposed, with Councilmember Fields voting against, to approve the request for a funding commitment. The motion carried.

6. Presentation, possible action, and discussion regarding current development activities in the Northgate area.

Bob Cowell, Executive Director of Development Services, updated the Council on the Northgate Area development. Northgate is intended to be the City's most urban area and entertainment district. Land uses are to be urban, high-density, and mixed-use because the students are located in such close proximity to campus. There have been numerous public improvements, such as the promenade, parking lot/garage, and waterlines. There has also been a significant private investment in development for an estimated new construction value of \$240 million. He provided an overview of five projects: The Plaza, The Stack, TAMU System/American Campus Communities, 717 University Drive, and 1st Street property. The development is aligned with the adopted city goals and policies, and capitalizes on previous City investments and helps to eliminate blighted conditions. Some implications include increased demands on police, fire, water, wastewater along with increased traffic.

At 7:03 p.m., a motion made by Councilmember Fields and a second by Mayor Berry, the City Council voted seven (7) for and none (0) opposed, to postpone the remainder of the meeting until after the Regular Meeting. The motion carried unanimously.

The Workshop reconvened at 10:20 p.m.

7. Presentation, possible action and discussion regarding a recommendation for revision to the Naming Policy for City Facilities and Sub-facilities.

This item was postponed to the next workshop.

8. Council Calendar

- **April 27 Retirement Reception - Assistant Chief Larry Johnson at Central Baptist Church – Family Life Center - 1991 FM158, 3:00 p.m.**
- **May 3 P&Z Workshop/Meeting in Council Chambers at 6:00 p.m. (Blanche Brick, Liaison)**
- **May 10 2012 Hospitality Celebration "Hometown Heroes" at Christopher's World Grill, 11 :30 a.m.**
- **May 14 City Council Executive/Workshop/Regular Meeting at 5:00, 6:00 and 7:00 p.m.**

- May 15 Ribbon Cutting Ceremony - Reclaimed Water Program, 3:00 p.m.

Council reviewed the Council calendar.

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.

No future agenda items were requested.

10. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Arts Council of the Brazos Valley, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Wide Area Communications Task Force, BVSWMA, BVWACS, Cemetery Committee, Code Review Committee, Convention & Visitors Bureau, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Neighborhood Parking Taskforce, 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.

Mayor Berry reported on BVSWMA. They are reviewing their bylaws.

Councilmember Brick reported on the Lick Creek Nature Advisory Committee. They are working with the consultants. She also reported on the Joint Neighborhood Parking Task Force. The major issue is safety and will be the determining factor.

11. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 10:24 p.m. on Thursday, April 26, 2012.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
APRIL 26, 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 7:04 p.m. on Thursday, April 26, 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.

Presentation of proclamation proclaiming May as Motorcycle Safety and Awareness Month.

Mayor Berry presented a proclamation proclaiming May as Motorcycle Safety and Awareness Month to Jeffrey Francis with the Iron Wolf Motorcycle Club.

Presentation, possible action, and discussion proclaiming Pediatric Stroke Awareness Month.

Mayor Berry presented a proclamation proclaiming Pediatric Stroke Awareness Month to Natali Ocampo, whose younger sister suffers from cerebral palsy as a result of a stroke she suffered prior to her birth.

Citizen Comments

Michael Gerst, 3923 Hawk Owl Cove, stated that his home is adjacent to Lick Creek and was the major reason he purchased at this location. Over the years, he has paid close attention to the flood plain along the creek. He provided pictures of the proposed route when it was flooded and stated that Lick Creek floods extensively. The path will be troublesome from a maintenance viewpoint and will cost the City time, money and effort. He is also concerned that the clearing of 25' of trees will de-stabilize the ground. No base line data has been established. No one knows what the proposed path will do with flooding. He is not confident that the path will not cause more flooding.

Roland Garza, 1809 Springbrook Estates, stated that many in the neighborhood bought here for the privacy along the greenbelt. The HOA said the greenbelt would never be developed, and they relied on these rules to buy their homes. It is absurd to pay millions of dollars for a trail when there is already a trail nearby. More people using the proposed path also mean more serious security issues. There is too much dissention within the neighborhood and too much unknown. Homeowners will have the real burden of increased crime and loss of property value.

Ann Gundy, 1720 Starling, said she was assured by her realtor this would remain a greenbelt. In 2010, she shared her concerns with P&Z and the Council. This is not a good plan for the neighborhood. This is a duplication of services and has safety issues.

Carmen O'Neal, 3917 Hawk Owl Cove, said she is the mother of small children, and her property is adjacent to the greenbelt. It provided added security. The bylaws say the greenbelt will remain the property of the HOA. If a trail goes in, it is no longer secure. At this time, there is very little traffic. Those that do use the greenbelt belong to the HOA. Crime will increase, and the safety of children will decrease. It is also not a convenient trail for children to ride bikes through the greenbelt on their way to school.

Stuart Allison, 3932 Oriole, reported he was promised the trail would not proceed beyond the 30% point until a feasibility study was completed. He stated the City has serious obstacles to overcome if it wants to develop the greenway path. The vote to allowing the HOA to divest itself of the land was tainted. There was no opportunity to speak to the question and challenge the process or make motions or make changes. They censored input from the "creek backers". To spend \$4 million in times of high fiscal constraints is ludicrous and irresponsible. It makes more sense to use the money to fix existing drainage problems.

William E. Hauck, 3930 Hawk Owl Cove, stated he is thankful his property does not back up to the greenbelt. His concern is with the devaluation of his property. Local realtors say the homes will lose 10-20% of their market value. If a trail is built, the City will lose revenue due to the decreased value. He is also concerned with flooding. A 25' concrete path will increase flooding. With a back door access, crime will increase and will further decrease prop value. He asked if

bonds have not been sold, how will the City finance shortages? There are no additional plans for patrolling. They will have to wait for a break in or an assault. There has been no hydrology report. This is ill-conceived, poorly planned, and questionably legal. He asked the Council for a moratorium.

K. Patrick Mahoney, 1709 Cardinal, said the current HOA board members were elected to give land to the City. An election was held without any negotiation with the “creek backers”. They were asked to vote to give up the land without any commitment from the City as to what would happen to the land. He asserted that this is his backyard.

Kay McCulloch, 3910 Puffin Way, said she, along with her neighbors, fell in love with the beauty and serenity of the greenbelt, which is owned by all the homeowners of the HOA. The bylaws said the greenbelt would be kept in its natural state and never be maintained by the City. City planners who have coveted the land have, along with the HOA board, planned to put in a trail for select group of hike/bikers. In a flood plain, this trail will be useless for long periods of time. There are three alternative trails nearby. Homeowners will be afflicted with a parade of people, some dangerous. She asked the Council to refuse ownership of this property.

Marcy Halterman-Cox, 1807 Springbrook, spoke against the project, stating the HOA does not speak for her or the other 69 homeowners that voted against this.

Jerod Wilson, 3919 Puffin Way, read a letter from Steve O’Neal, 3917 Hawk Owl Cove. It stated the City had the opportunity to save money, require no construction, save trees, prevent man-made flooding, prevent additional City liability for safety, minimize City maintenance, and keep the HOA from ripping itself apart. Mr. O’Neal has been involved with the Lick Creek trail project for the past five years, serving on the CIP bond committee and representing the citizens with property backing up to the greenbelt on the HOA Lick Creek Committee. The creek-backing members of the committee were saddened by the biased actions of the HOA in the recent vote. The actions of the board created a rift in the HOA that will take a long time to heal. He asked why anything should be done to this section of the trail. There are multiple existing facilities already being used and accomplishing what the trail is supposed to do.

Richard Simon, 3946 Parrot Cove, stated the Board does have the right to convey this. The Board put together the Lick Creek Committee.

Gary Ives, 3943 Blue Jay Court, President of the Springbrook HOA, stated the HOA is disappointed that some of the homeowners are unhappy. He noted that 87% of the 196 homeowners were represented at the meeting. The vote carried by a 17% margin. The Board was careful to follow HOA rules and state law. Following the recent election, the Board asked the advisory committee to stay in place so that different viewpoints could still be heard. The HOA represents all homeowners of the neighborhood.

Sara Lyford, 701 W. University, provided written comments, attached.

CONSENT AGENDA

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

- **April 12,2012 Workshop**
- **April 12,2012 Regular Council Meeting**

2b. Presentation, possible action, and discussion regarding approval of Resolution 04-26-12-2b, declaring intention to reimburse certain expenditures with proceeds from debt for the Dexter Drive Sidewalk project.

2c. Presentation, possible action, and discussion regarding approval of Resolution 04-26-12-2c, declaring intention to reimburse certain expenditures with proceeds from debt for the State Highway 30Copperfield Signal and Intersection Modifications project.

2d. Presentation, possible action and discussion regarding the approval of Resolution 04-26-12-2d, accepting from the Texas Division of Emergency Management (TDEM) the 2009 Homeland Security Grant Adjustment Notice (GAN).

2e. Presentation, possible action, and discussion on an Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to powdercoat new signal poles at the intersection of University Drive and Copperfield as part of TxDOT's project to widen University Drive from SH 6 to FM 158. The estimated cost of the City's participation is not to exceed \$4,000.

2f. Presentation, possible action, and discussion on an easement agreement renewal with the Texas A&M University System for the purpose of operating and maintaining a traffic signal at Olsen Road and George Bush Drive.

2g. Presentation, possible action, and discussion regarding approval of a real estate contract between the City of College Station (Buyer) and Britt Rice (Seller) in the amount of \$60,448.00 for the purchase of right-of-way (2.377 acres) and a public utility easement (1.058 acres) needed for the Rock Prairie Road East Widening Design and Right-of-way Project.

2h. Presentation, possible action, and discussion regarding Resolution 04-26-12-2h, approving a real estate contract approving a bid received in response to ITB #12-053 for the sale of City property at 4214 Cripple Creek, an affordable home.

2i. Presentation, possible action and discussion to authorize expenditure of funds for FY-12, items exempt from competitive bidding as described in Texas Local Government Code chapter 252.022, to purchase SCADA equipment from the Reynolds Company, not to exceed \$1 00,000.

2j. Presentation, possible action, and discussion regarding approval of renewals of landscape maintenance contracts to multiple vendors, and approval of change orders to add additional sites to the contracts, to Green Teams for \$266,629.22, to Rainbow Gardens for \$90,252.00, to Landscape USA for \$50,205.00, to Roots for \$12,240.00, and to ProGreen for \$81,728.00, in a total amount of \$508,434.22.

2k. Presentation, possible action and discussion regarding the cancellation of award, of fifteen (15) 50 KVA Padmount Transformers, in the amount of \$3 1,650.00 to Texas Electric Cooperatives, and approval of new award to HD Supply Utilities in the amount of \$3 1,755.00.

21. Presentation, possible action, and discussion regarding a design contract with Jones & Carter, Inc., in the amount of \$204,000, for design of the East Side Sewer Service Project.

2m. Presentation, possible action and discussion on the third and final of three readings of Ordinance 2012-3402, a non-exclusive franchise agreement with Waste Management Health Care Solutions, Inc. for the purpose of collecting and disposing treated and untreated medical waste from various health care related facilities.

2n. Presentation, possible action, and discussion on an inter-local agreement (ILA) with Brazos County and the City of Bryan for the purpose of application and acceptance of a U.S. Department of Justice, 2012 Justice Assistance Grant (JAG).

Item 2h was pulled for a separate vote.

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

(2h)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 adopt Resolution 04-26-12-2h, approving a real estate contract approving a bid received in response to ITB #12-053 for the sale of City property at 4214 Cripple Creek, an affordable home. The motion carried.

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion approving Ordinance 2012-3403, vacating and abandoning a 1.18 Acre portion of Old Arrington Road Right-of-way, extending 1,000 feet, more or less, from the northwest corner of a 5.53 acre tract in the SW Robertson League, A-202 recorded in Volume 8361, Page 279 to the northwest corner of a 2.445 acre tract in the SW Robertson League, A- 202 recorded in Volume 9338, Page 178 of the Official Records of Brazos County, Texas.

Councilmember Schultz recused herself due to a conflict of interest (Affidavit attached).
At approximately 7:51 p.m. Mayor Berry opened the Public Hearing.

Jesse Durden, 110 Lincoln Avenue, said he would appreciate the Council's favorable consideration.

Joe Schultz, 2730 Longmire, provided some historical background and said he was available for questions.

There being no further comments, the Public Hearing was closed at 7:52 p.m.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Brick, the City Council voted six (6) for and none (0) opposed, with Councilmember Schultz having recused herself, to adopt Ordinance 2012-3403, vacating and abandoning a 1.18 Acre portion of Old Arrington Road Right-of-way, extending 1,000 feet, more or less, from the northwest corner of a 5.53 acre tract in the SW Robertson League, A-202 recorded in Volume 8361, Page 279 to the northwest corner of a 2.445 acre tract in the SW Robertson League, A-202 recorded in Volume 9338, Page 178 of the Official Records of Brazos County, Texas. The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion on Ordinance 2012-3404, a Rezoning from PDD Planned Development District to PDD Planned Development District, for a rezoning from PDD to PDD for 3.19 acres located at 2849 Barron Road, generally located at the corner of Barron Road and SH 40, North of the Sonoma Subdivision.

Councilmember Schultz recused herself due to a conflict of interest (Affidavit attached).

At approximately 7:58 p.m. Mayor Berry opened the Public Hearing.

Jesse Durden, 110 Lincoln Avenue, explained the rationale for the waiver request to remove the greenway path requirement and spoke in favor of the re-zoning.

There being no further comments, the Public Hearing was closed at 8:02 p.m.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Lyles, the City Council voted two (2) for and four (4) opposed, with Mayor Berry and Councilmembers Brick, Lyles and Ruesink voting against, and with Councilmember Schultz having recused herself, to adopt Ordinance 2012-3404, a Rezoning from PDD Planned Development District to PDD Planned Development District, for a rezoning from PDD to PDD for 3.19 acres located at 2849 Barron Road, generally located at the corner of Barron Road and SH 40, North of the Sonoma Subdivision, and allowing the waiver for the hike/bike trail. The motion failed.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Brick, the City Council voted five (5) for and one (1) opposed, with Councilmember Fields voting against, and with Councilmember Schultz having recused herself, to adopt Ordinance 2012-3404, a Rezoning from PDD Planned Development District to PDD Planned Development District, for a rezoning from PDD to PDD for 3.19 acres located at 2849 Barron Road, generally located at the corner of Barron Road and SH 40, North of the Sonoma Subdivision, excluding the hike/bike trail, as recommended by the P&Z. The motion carried.

3. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2012-3405, a zoning amendment request from R-6 High-Density Multi-Family Residential to PDD Planned Development District for 0.73 acre on Lots 9 and 10, Block 3 of the College Hills Estates Subdivision located at 1024 and 1026 Foster Avenue, generally located at the intersection of Foster Avenue and Francis Drive.

At approximately 8:26 p.m. Mayor Berry opened the Public Hearing.

Jesse Durden, 110 Lincoln Avenue, reported on the waiver portion of the request. This is a different type of product in the neighborhood. They are asking for a variance on the parking requirements, but they are allowing one parking space per bed.

Clint Cooper, 3204 Walnut Creek, stated they have worked hard to develop a design that fits with the neighborhood.

There being no further comments, the Public Hearing was closed at 8:36 p.m.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2012-3405, a zoning amendment request from R-6 High-Density Multi-Family Residential to PDD Planned Development District for 0.73 acre on Lots 9 and 10, Block 3 of the College Hills Estates Subdivision located at 1024 and 1026 Foster Avenue, generally located at the intersection of Foster Avenue and Francis Drive. The motion carried unanimously.

4. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2012-3406, amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City Of College Station for 5.379 acres within University Heights Subdivision Phase 5 located at 3182 Holleman Drive South, generally located north of Las Palomas Subdivision.

Councilmember Schultz recused herself due to a conflict of interest (Affidavit attached).

At approximately 8:39 p.m. Mayor Berry opened the Public Hearing.

Joe Schultz, 2730 Longmire, signed up, but did not speak

There being no further comments, the Public Hearing was closed at 8:40 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Fields, the City Council voted six (6) for and none (0) opposed, with Councilmember Schultz having recused herself, to adopt Ordinance 2012-3406, amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City Of College Station for 5.379 acres within University Heights Subdivision Phase 5 located at 3182 Holleman Drive South, generally located north of Las Palomas Subdivision. The motion carried unanimously.

5. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2012-3407, amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City Of College Station for 108.88 acres located at 3100 Haupt Road, generally located between Old Wellborn Road and Holleman Drive South, North of the Buena Vida Subdivision.

At approximately 8:45 p.m. Mayor Berry opened the Public Hearing.

Heath Phillips, 2440 Stone Castle, stated the project came before council a year ago and serious modifications have been done since then. He presented a flyover animation of the project. They have taken out the six-tower system and replaced it with a two-tower system. The scale-down will address traffic issues.

Chuck Ellison, 302 Holleman Drive, spoke on behalf of his client, John Barger, trustee for the Mabel Barger Trust. If this is passed, what can this land be used for? His client is concerned with allowing commercial amusements. He urged the Council to remove the commercial amusement/water recreation uses from the concept plan and list of permitted uses until such time as everyone understands what activities are planned.

Ken Tripp, 1393 Seamist, said he is a business owner on Cain Road. He has observed flooding over the road of over six inches four times since this January. There is something wrong with the drainage in this subdivision. There is also a report of 14,000 yards of illegal fill. He asked that the City restrict any development until a forensic engineer checks the engineering on this development.

Jeffrey Leatherwood, 4618 Midsummer, pointed out the railroad track on the property and noted this makes more noise than the amenity will.

Raylene Lewis, 9300 Lake Forest, said she is a resident whose home backs up to the proposed development and is excited about the cable wakeboarding facility. She is a realtor and has sold several units in the development because of the amenity.

Wallace Phillips, 4490 Castlegate, reminded the Council they had received the zoning at the last Council meeting. They are here tonight to discuss the cable wakeboarding amenity. As for the allegation of illegal fill, he received a permit for that, and it was not dumped in the flood plain.

There being no further comments, the Public Hearing was closed at 9:47 p.m. (A brief recess was taken during the Public Hearing to address technical difficulties)

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Fields, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2012-3407, amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City Of College Station for 108.88 acres located at 3100 Haupt Road, generally located between Old Wellborn Road and Holleman Drive South, North of the Buena Vida Subdivision. The motion carried unanimously.

6. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2012-3408, amending the Code of Ordinances, Chapter 4 "Business Regulations," related to Mobile Food Vendors.

At approximately 9:58 p.m. Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:58 p.m.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2012-3408, amending the Code of Ordinances, Chapter 4 "Business Regulations," related to Mobile Food Vendors. The motion carried unanimously.

7. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2012-3409, amending Chapter 12, "Unified Development Ordinance", Section 5.6 "Design Districts", B "Northgate Districts", 13 " Outside Storage And Display Standards", of the Code of Ordinances of the City of College Station.

- **Public Hearing, presentation, possible action, and discussion regarding Ordinance 2012-3410, amending Chapter 4, "Business Regulations" By adding Section 21 "Northgate Outdoor Dining And Entertainment", to the Code of Ordinances of the City of College Station.**
- **Public Hearing, presentation, possible action, and discussion regarding Ordinance 2012-3411, amending Chapter 1, "General Provisions" By Amending Section 13 "Alcoholic Beverages", B. "Possession And Consumption Of Alcoholic Beverages In Northgate Central Business District", of the Code of Ordinances of the City of College Station.**
- **Public Hearing, presentation, possible action, and discussion regarding Ordinance 2012-3412, amending Chapter 4, "Business Regulations" By Amending Section 4 "Carnivals, Circuses, Menageries, Sideshows, Concession, And Special Events", of the Code of Ordinances of the City of College Station.**

At approximately 10:05 p.m. Mayor Berry opened the Public Hearing.

Kenneth Wycoff, Jr., 904 Val Verde, President of the Northgate District Association, stated his appreciation for what has been taking place. They have been working with staff to produce the ordinance. The NDA board unanimously approved the ordinance. They would like to develop a global definition for peak times, parking, etc.

There being no further comments, the Public Hearing was closed at 10:08 p.m.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Ruesink, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2012-3409, amending Chapter 12, "Unified Development Ordinance", Section 5.6 "Design Districts", B "Northgate Districts", 13 " Outside Storage And Display Standards", of the Code of Ordinances of the City of College Station.

- Ordinance 2012-3410, amending Chapter 4, "Business Regulations" By adding Section 21 "Northgate Outdoor Dining And Entertainment", to the Code of Ordinances of the City of College Station.
- Ordinance 2012-3411, amending Chapter 1, "General Provisions" By Amending Section 13 "Alcoholic Beverages", B. "Possession And Consumption Of Alcoholic Beverages In Northgate Central Business District", of the Code of Ordinances of the City of College Station.
- Ordinance 2012-3412, amending Chapter 4, "Business Regulations" By Amending Section 4 "Carnivals, Circuses, Menageries, Sideshows, Concession, And Special Events", of the Code of Ordinances of the City of College Station.

The motion carried unanimously.

8. Presentation, possible action and discussion on Ordinance 2012-3413, authorizing the issuance and sale of up to \$38,000,000 in "City of College Station, Texas General Obligation Improvement and Refunding Bonds, Series 2012"; delegating the authority to certain City Officials to execute certain documents relating to the sale of the Bonds; approving and authorizing instruments and other procedures relating to said bonds; and enacting other provisions relating to the subject.

9. Presentation, possible action and discussion on Ordinance 2012-3414, authorizing the issuance and sale of up to \$17,400,000 in "City of College Station, Texas Certificates of Obligation, Series 2012"; delegating the authority to certain City Officials to execute certain documents relating to the sale of the certificates; approving and authorizing instruments and procedures relating to the certificates; and enacting other provisions relating to the subject.

These two items were taken together.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2012-3413, authorizing the issuance and sale of up to \$38,000,000 in "City of College Station, Texas General Obligation Improvement and Refunding Bonds, Series 2012"; delegating the authority to certain City Officials to execute certain documents relating to the sale of the Bonds; approving and authorizing instruments and other procedures relating to said bonds; and enacting other provisions relating to the subject. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Fields, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2012-3414, authorizing the issuance and sale of up to \$17,400,000 in "City of College Station, Texas Certificates of Obligation, Series 20 12"; delegating the authority to certain City Officials to execute certain documents relating to the sale of the certificates; approving and authorizing instruments and procedures relating to the certificates; and enacting other provisions relating to the subject. The motion carried unanimously.

10. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 10:19 p.m. on Thursday, April 26, 2012.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

DRAFT

May 10, 2012
Consent Agenda Item No. 2b
Adoption of the Section 3 Implementation Plan and Administrative Guide

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 the adoption of the Section 3 Plan Implementation Plan and Administrative Guide to comply with 24 CFR, Part 135 of the United States Department of Housing and Urban Development Section 3

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

Recommendation(s): Staff recommends that Council adopt the Section 3 Implementation Plan and Administrative Guide

Summary: Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3), as amended by the Housing and Community Development Act of 1994, requires that, to the greatest extent feasible, employment and other economic opportunities generated by HUD funds be directed to low- and very low-income residents. As an entitlement community with HUD, the City receives the Community Development Block Grant and HOME Investment Partnership Program Grant and must comply with Section 3.

The City is committed to ensuring that employment, training, and other economic opportunities are made available through programs carried out with funds from the federal government through the implementation of the Section 3 program. Contracts awarded for construction utilizing federal resources will require contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or familial status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

The City of College Station implements this Section 3 policy through the awarding of contracts to contractors in an effort to create employment and business opportunities for the lower income residents and business concerns of the Bryan College Station MSA. The Section 3 Implementation Plan and Administrative Guide will provide the policies and procedures to ensure compliance.

Attachments:

- 1 – Section 3 Implementation Plan and Administrative Guide
- 2 - Resolution

SECTION 3 IMPLEMENTATION PLAN AND ADMINISTRATIVE GUIDE
FOR THE CITY OF COLLEGE STATION

- I. Executive Summary
- II. Contracting Policy and Procedures
- III. Section 3 Certification
 - 1. Section 3 Residents
 - 2. Section 3 Business Concern
- IV. Contractor Requirements
- V. Assisting Contractors
- VI. Assistance provided by Workforce Solutions Brazos Valley
- VII. Section 3 Opportunities Plan
- VIII. Compliance and Monitoring
- IX. Grievance Procedures
 - 1. Internal Section 3 Complaint Procedure
 - 2. External Section 3 Complaint Procedure
- X. Definitions
- XI. Attachments
 - 1) Section 3 Resident Certification Form
 - 2) Certification for Business Concern Seeking Section 3
 - 3) Section 3 Clause
 - 4) Section 3 Bid Requirements Packet

I. EXECUTIVE SUMMARY

The objective of community development programming for the City of College Station (City) is to benefit low- and moderate-income residents by: encouraging the expansion and accessibility of human services; expanding and improving public facilities and infrastructure where needed; expanding economic opportunities in the community; supporting City programs and non-profit and for-profit partners to provide an adequate supply of decent, safe, and affordable housing.

The City is committed to ensuring that employment, training, and other economic opportunities are made available through programs carried out with funds from the federal government through the implementation of the Section 3 program. Contracts awarded for construction utilizing federal resources will require contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or familial status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

The City of College Station implements this Section 3 policy through the awarding of contracts to contractors in an effort to create employment and business opportunities for the lower income residents and business concerns of the College Station-Bryan MSA.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3), as amended by the Housing and Community Development Act of 1994, requires that, to the greatest extent feasible, employment and other economic opportunities generated by HUD funds be directed to low- and very low-income residents. 24 CFR Part 135 establishes the standards and procedure to be followed in order to ensure that the requirements of Section 3 are met. It is included in this Implementation Plan and Administrative Guide as Appendix A. The terms used in this Implementation Plan are defined in 24 CFT Part 135.

Section 3 requirements apply to all recipients of HUD Community Planning and Development funding exceeding \$200,000.

Section 3 covered projects are those in which a combined (or aggregate) amount of covered funding exceeding \$200,000, is invested into activities involving housing construction, demolition, rehabilitation, or other public construction – i.e. roads, sewers, community center, etc.

Contractors or subcontractors that receive contracts in excess of \$100,000 for Section 3 covered projects/activities are required to comply with Section 3 regulations in the same manner as direct recipients. Section 3 covered contracts do not include contracts for purchase of supplies and materials unless the contract includes the installation of the materials.

In order to be considered by HUD to be in compliance with the provisions of 24 CFR Section 134, the City of College Station will take five concurrent courses of action. These actions are as follows:

- The City will formalize recruiting and hiring policies and practices that allow, to the greatest extent feasible, at least 30% of the aggregate number of new hires each year in the City's affected departments will be eligible low-income area residents.
- The City will establish a goal that all contractors and subcontractors hire qualifying Section 3 residents for, to the greatest extent feasible, at least 30% of the new positions created as a result of contracts with the City.
- The City will establish a goal that at least 10% of the total dollar amount of contracts for construction, repair, and rehabilitation is awarded to qualifying Section 3 business concerns. Also, that at least 3% of the total dollar amount of all other City contracts are awarded to qualifying Section 3 business concerns.
- The City, in conjunction with Workforce Solutions Brazos Valley, will implement programs to ensure that there is a ready pool of Section 3 residents available to apply for positions offered by the City, its contractors, or subcontractors.
- The City will be engaged in on-going monitoring of project Section 3 implementation and compliance.

II. SECTION 3 CONTRACTING POLICY AND PROCEDURE

The City will incorporate Section 3 into its existing procurement policy and adopt Section 3 contracting policy and procedures to be included in all procurements generated with federal funding sources.

The City, along with its contractors and subcontractors, will, to the greatest extent feasible, meet the following minimum numerical goals as set forth in 24 CFR Part 135.30:

- 30% of new full-time hires should be qualified Section 3 Residents;
- 10% of the total dollar amount of all Section 3 covered contracts for building trades shall be awarded to Section 3 Business Concerns
- 30% of the total dollar amount of all other Section 3 covered contracts shall be awarded to Section 3 Business Concerns

In accordance with 24 CFR § 135.30, if these minimum goals are not met, sufficient documentation must be kept to provide reasoning and justification for non-compliance. This documentation should include evidence of all Section 3 outreach.

- A. The City, where applicable, will require the contractor to send to each labor organization or representative of workers with which they have a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of this commitment under this Section 3 clause and shall have posted copies of the notice in conspicuous places available to employees and applicants for employment or training.
- B. The City will require the contractor to include this Section 3 clause in every subcontract for work in connection with the project. The contractor will be required to take appropriate action upon a finding that the subcontractor is in violation of regulations at 24 CFR Part 135 as issued by the Secretary of Housing and Urban Development. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of the regulations and will not execute any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- C. Compliance with the provision of Section 3 as codified in 24 CFR Part 135, all applicable rules and order of the Department issued there under prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified in the grant or loan agreement or contract through which federal assistance is provided, and/or to such sanctions as are specified by the Department in 24 CFR Part 135.
- D. Contractors and subcontractors will be required to comply with all procedures identified in the Section 3 Bid Requirements found as Attachment 2, including:
 - a. Contractor Section 3 Compliance Certification – to be submitted with bid
 - b. Section 3 Opportunities Plan – to be completed and submitted following award of Bid and prior to contract approval.

III. SECTION 3 CERTIFICATIONS

A. Section 3 Residents:

For purposes of the City, a Section 3 Resident is:

- A public housing resident
- A resident who currently receives HUD housing assistance
- An individual who lives within the College Station –Bryan area and whose income falls within the guidelines for low- or very low-income.

The City of College Station will certify Section 3 program participants who reside in the College Station-Bryan area and who are seeking preference in training and employment by completing the Section 3 Resident Certification Form (Attachment – Exhibit 1 found on page 21).

B. Section 3 Business Concern

A Section 3 Business Concern is a business concern, as defined in this section –

- That is fifty-one percent (51%) or more owned by Section 3 residents; or whose permanent, full time employees include persons, at least thirty percent (30%) of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- That provides evidence of a commitment to subcontract in excess of twenty-five percent (25%) of the dollar award for all subcontracts to be awarded to business concerns that meet the qualifications set forth in items (1) and (2) above.

Any business concern who submits a proposal for a federally funded contract must complete a Contractor Section 3 Compliance Certification Form. Failure to complete this certification with the submission of a bid is grounds for rejection of the bid.

The business must be able to provide adequate documentation as evidence of eligibility for preference under the Section 3 Program. The City is responsible for maintaining a current and accurate list of Section 3 Business Concerns within its MSA and will make available listings of such concerns to any developer, contractor, or subcontractor interested in work pertaining to City funded (HUD sourced) projects.

C. Contracting with Section 3 Business Concerns

The City will use the following methods to notify and contract with Section 3 business concerns;

- 1) Advertise contracting opportunities via newspaper, mailings, posting notices that provide general information about the work to be contracted and where to obtain bidding information.
- 2) Provide in a timely manner written notice of contracting opportunities to all known Section 3 business concerns.
- 3) Coordinate pre-bid meetings at which Section 3 would be discussed.
- 4) Conduct workshops on the City's contracting procedure to include bonding, insurance, Section 3 and other pertinent requirements.
- 5) Establish relationships with area associations as necessary to identify residents and business concerns to educate and mentor them on Section 3 opportunities.

IV. Contractor Requirements in Employing Section 3 Participants.

Under the City's Section 3 plan, contractors and subcontractors are required to:

- A. Identify the project area.
- B. Submit a list of core employees and specific information about the current workforce and hiring projections at the time of project bid.
- C. Provide a specific plan for employment opportunities to Section 3 participants who reside in public housing as well as residents who meet the income guidelines for Section 3 preference. (refer to Section 3 Income Limits)
- D. Provide a specific plan for engaging Section 3 business concerns.
- E. Name the business concerns to be utilized and if it is a Section 3 business concern.
- F. Commitment to include as part of all bids the Section 3 Plan (once approved by the City) which identifies activities to comply with the Section 3 Program and the City's Section 3 Clause in all sub-contracts.
- G. Commitment to conduct aggressive outreach and notification to potential Section 3 residents and businesses of hiring opportunities using site signage, flyers, etc.
- H. Commitment to provide identified area employment agencies with information about jobs available from the established job pool of Section 3 area residents.
- I. Document the performance of Section 3 participants and provide the information to the City of College Station.
- J. Notify the City of any problems experienced due to the employment of Section 3 residents.
- K. Contractor will provide a status report identifying its progress in meeting the Section 3 numerical goals on a monthly or pay application basis, whichever is first. For every goal not met the contractor will identify efforts made to reach the goal that failed.
- L. Contractor will provide the following reports to the City to facilitate monitoring Section 3 hiring and contracting activity.
 1. Report on interview and evaluation of each resident referred by the City that is not hired.
 2. Certified list of new hires for each contractor and subcontractor. The list should include name, address, trade, date hired, and indication of how contact was made and whether it is a Section 3 contact.
 3. List and copy of all subcontracts and whether or not the business is a certified Section 3 business concern, with adequate documentation of certification.
- M. The contractor shall maintain at a physical location documentation of Section 3 outreach and recruitment activities available for monitoring.
- N. The City will regularly conduct contractor compliance monitoring of all Section 3 covered contracts.

V. Assisting Contractors to Achieve Section 3

The City will assist contractors in achieving Section 3 hiring and contracting goals by:

- A. Providing the contractor with a list of interested and qualified Section 3 residents for construction projects.
- B. Providing the contractor with a list of Section 3 business concerns interested and qualified for construction projects.
- C. Reviewing new hire and utilization plan to ensure the requirements are understood.
- D. Offering documents that bidder/contractor can use.
- E. Providing preference for awarding contracts that include a utilization plan for full participation in the provisions of Section 3.

VI. Assistance provided by Workforce Solutions Brazos Valley

- A. Workforce Solutions Brazos Valley (WSBV) will make Section 3 Resident Certification forms available and instruct job seekers in understanding how to complete forms, what documentation is required, and provide resources for residents to make copies as needed. Additionally, WSBV will refer residents seeking certification to the City.
- B. Contractors and subcontractors on active Section 3 projects can contact WSBV to post job opportunities on WorkinTexas (WIT). Through the WIT, WSBV will indicate on job postings if the employer is seeking Section 3 applicants.
- C. WSBV provides all universal job seekers basic employment counseling as needed. Job seekers who indicate a need for basic information concerning available community resources (subsidized child care, adult education, transportation, etc.) are referred. Job seekers who indicate a need for additional job skills training are referred to various training programs which may or may not be subsidized depending on funds availability or eligibility.
- D. WSBV only refers job seekers to job posting that meet the employer's minimum job skills requirements. Registered WIT job seekers will be notified when they match a job opening.
- E. WSBV can assist employers who are having a hiring event based on their individual needs.

VII. Section 3 Opportunities Plan

All contractors awarded construction contracts funded with federal funding sources are required to complete a Section 3 Opportunities Plan (Attachment 3). The developer, contractor

or subcontractor Section 3 Opportunities Plan must include specific information regarding the following:

- A. Employment: Thirty percent (30%) of the aggregate number of new hires during a one year period of the project. (Example: A construction contractor hires 10 new workers. Three of the new workers should be Section 3 eligible persons.)
- B. Contracting: (a) At least 10 percent (10%) of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, construction, and other public construction with federal funds; and (b) At least three percent (3%) of the total dollar amount of all other covered Section 3 contracts to eligible Section 3 business concerns.

The City will review Section 3 Opportunities Plans and provide determinations within 7 to 10 work days.

VIII. Compliance and Monitoring

Assuring compliance with Section 3 Policies involves affirmative measures on the part of all entities involved. These include contractors, subcontractors and the City. Contractors submit self-certification forms to receive Section 3 status, however all record documentation should be made available upon request for monitoring/compliance reviews on behalf of the City, HUD and other agencies as requested. Contractors must also document all implementation efforts as part of the submitted Section 3 Utilization Plan. Contractors agree to submit all reports in a timely matter. A finding of non-compliance with Section 3 policies and/or the submitted Section 3 Utilization Plan will result in corrective actions. If corrective actions cannot rectify non-compliance, the City will terminate the contract and/or ban the contractor from future project awards.

IX. Grievance Procedures

The City recognizes that the success of ensuring that Section 3 residents and Section 3 business concerns have the opportunity to apply for jobs and to bid for contracts generated by covered HUD financial assistance depends upon the cooperation and assistance of the housing authority, the contractors and subcontractors.

All recipients shall cooperate fully and promptly with the HUD in Section 3 compliance reviews, in investigations of allegations of noncompliance made and with the distribution and collection of data and information. The City shall refrain from entering into a contract with any contractor after notification to the recipient by HUD that the contractor has been found in violation of the regulations. The provisions of 24 CFR part 24 apply to the employment, engagement of services,

awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or otherwise ineligible status.

Who may file a complaint? The following individuals and business concerns may, personally or through an authorized representative, file with the HUD a complaint alleging noncompliance with Section 3:

- Any Section 3 resident on behalf of himself or herself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities, or by a representative who is not a Section 3 resident but who represents one or more Section 3 residents;
- Any Section 3 business concerns on behalf of it or as a representative of other Section 3 business concerns similarly situated, seeking contract opportunities generated from the expenditure of Section 3 assistance from a recipient or contractor, or by an individual representative of Section 3 business concerns.

A. Internal Section 3 Complaint Procedure

In an effort to resolve complaints generated due to non-compliance through an internal process the City encourages submittal of such complaints as follows:

1. Complaints should be filed at the City of College Station Community Development office.
2. Complaints of non-compliance should be filed in writing and must contain the name of the complainant and a brief description of the alleged violation of 24 CFR 135.
3. Complaints must be filed within 30 calendar days after complainant becomes aware of the alleged violation.
4. The City will conduct a informal investigation if complaint is found to be valid. The City will review findings for accuracy and completeness and a finding will be made available no later than 30 days after the filing of the complaint.

B. External Section 3 Complaint Procedure.

If complainants wish to have their concerns considered outside of the City, a complaint may be filed with:

- Assistant Secretary for Equal Opportunity & Fair Housing
Department of Housing and Urban Development
451 Seventh St., S.W. - Room 5100
Washington, D.C. 20410-2000

- Fair Housing and Equal Opportunity Division
Department of Housing and Urban Development
801 Cherry Street
P.O. Box 2905
Fort Worth, TX 76113-2905

The external complaint must be filed not later than 180 days after the complainant becomes aware of the alleged violation.

X. Definitions

Applicant- Any entity which makes an application for Section 3 covered assistance, and includes but is not limited to, any state, unit of local government, public housing agency or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, corporation, resident council, or cooperative association.

Assistant- the Assistant Secretary for Fair Housing and Equal Opportunity

Business Concern- a business entity formed in accordance to State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed

Contractor- any entity which contracts to perform work generated by the expenditure of Section 3 covered assistance, or work with a Section 3 covered project

Employment Opportunities Generated by Section 3 Covered Assistance- all employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, developing assistance and modernization assistance, (as described in Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support to these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing Authority (HA) - Public Housing Agency

Housing Development- low income housing owned, developed to operated by a public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.

HUD Youthbuild Programs- programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and member of low- and very low-income families.

JTPA - The Job Training Partnership Act (29 U.S.C. 1578 (a)).

Low-income person- families (including single person) whose income does not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low income families.

Metropolitan Area- a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

New Hires- full time employees for permanent, temporary or seasonal employment opportunities.

Recipient- any entity which receives Section 3 covered assistance, directly from HUD or another recipient and includes but is not limited to any State unit of local government, PHA, or other public body, public or private non-profit organization, private agency or institution, mortgager, developer, dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also include any successor assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Section 3- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 Business Concern- a business concern,

- 1) That is 51 percent (51%) or more owned by a Section 3 resident: or
- 2) Whose permanent, full-time employees include persons, at least 30 percent (30%) of whom are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents, or
- 3) That provides evidence of a commitment to subcontract in excess of 25 percent (25%) of the dollar award of all subcontractors to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 above.

Section 3 Covered Assistance-

- 1) Public housing development assistance provided pursuant of Section 5 of the 1937 Act;
- 2) Public Housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- 3) Public housing modernization assistance provide pursuant to section 14 of the 1937 Act;
- 4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other building or improvements, regardless of ownership).

Section 3 Clause- the contract provision set forth in 135.38.

Section 3 Covered Contracts- a contractor subcontract (including a professional service contract) awarded by a recipient or contracted for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes installation of the materials, the contract constitutes a Section 3 contract.

Section 3 Covered Project- the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 Resident- a public housing resident or an individual who resides in the metropolitan area or a nonmetropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low- to very low-income person.

Subcontractor- any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

Very low-income person- families (including single persons) whose income do not exceed 50 per centum (50%) of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum (50%) of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Attachment 1:

**CITY OF COLLEGE STATION
SECTION 3 RESIDENT CERTIFICATION FORM**

Eligibility for Preference

A Section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

Certification for Resident Seeking Section 3 Preference in Training and Employment

I, _____, am a legal resident of the College Station-Bryan area and meet the income eligibility guidelines for a low- or very low-income person as published below.

My permanent address is _____ City _____ Zip _____

Employment Skills _____

I have attached the following documentation as evidence of my status:

Copy of lease Copy of receipt of public assistance or public housing assistance
 Other evidence (i.e. household income)

2012 Median Income Limits

Please circle the number of family members in the family and indicate that the household income is equal to or less than 80% of the area median income listed for the household size. Calculation of Family Income should include: gross wages and salaries, social security income, pensions, child support, Temporary Assistance for Needy Families (TANF)/food stamps, and any other source of income. This chart is based on annual income.

# of Persons in Family	80% of the Area Median Income
1	\$32,600
2	\$37,250
3	\$41,900
4	\$46,550
5	\$50,300
6	\$54,000
7	\$57,750
8	\$61,450

To comply with requirement of funding sources, the resident is required to give us information on income and family size in order to qualify as a Section 3 Resident. You must provide a self-certification that the information you provide is true to the best of your knowledge. Additionally, if asked, you will need to verify income and understand that you may be asked to do this. All information is kept confidential for records keeping and reporting requirements. No information will be released without the written consent of the individual.

"I certify that all information provided on this application is true to the best of my knowledge. I also understand that, if asked, I will provide verification of income."

Printed Name Signature Date

Attachment 3:

Section 3 Clause

All Section 3 covered contracts must include the following clause:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The existing Procurement Policy also contains goals for awarding contracts to Small Disadvantaged Business.

DRAFT

SECTION 3 BID REQUIREMENTS PACKET
CITY OF COLLEGE STATION

INTRODUCTION

The objective of community development programming for the City of College Station is to benefit low- and moderate-income residents by: encouraging the expansion and accessibility of human services; expanding and improving public facilities and infrastructure where needed; expanding economic opportunities in the community; supporting City programs and non-profit and for-profit partners to provide an adequate supply of decent, safe, and affordable housing.

The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3), as amended by the Housing and Community Development Act of 1994, requires that, to the greatest extent feasible, employment and other economic opportunities generated by HUD funds be directed to low- and very low-income residents. 24 CFR Part 135 establishes the standards and procedure to be followed in order to ensure that the requirements of Section 3 are met.

Section 3 requirements apply to all recipients of HUD Community Planning and Development funding exceeding \$200,000.

Section 3 covered projects are those in which a combined (or aggregate) amount of covered funding exceeding \$200,000, is invested into activities involving housing construction, demolition, rehabilitation, or other public construction – i.e. roads, sewers, community center, etc.

Contractors or subcontractors that receive contracts in excess of \$100,000 for Section 3 covered projects/activities are required to comply with Section 3 regulations in the same manner as direct recipients. Section 3 covered contracts do not include contracts for purchase of supplies and materials unless the contract includes the installation of the materials.

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern qualifies as a Section 3 Business concern. (Refer to What is a Section 3 Business Concern?). The Section 3 Business must also be able to demonstrate its ability to complete the contract. The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36, 24 CFR 85.36b(8).

Contractors who do not qualify as Section 3 Business concerns, but who enter into contracts with the City of College Station must agree to comply with certain general conditions (refer to Section 3 Clause). All contractors and subcontractors, including Section 3 Businesses, must comply with these general conditions. Included in these conditions is the requirement the

Contractor complete a Section 3 Opportunities Plan and that each contractor and subcontractor submit with each pay request a report of Section 3 compliance (refer to Section 3 Compliance Report). Failure to comply with these general conditions may lead to sanctions which can include termination of the contract for default and suspension or debarment from future HUD-assisted contracts (refer to Sanctions for Contractors Noncompliance).

Please direct any questions you may have regarding this information to:

Debbie Eller, Community Development Manager
Planning & Development Services Department
City of College Station
979-764-3771 or deller@cstx.gov

WHO IS A SECTION 3 RESIDENT?

For purposes of the City of College Station (CoCS), a Section 3 Resident is:

- A public housing resident.
- A resident who currently maintains a voucher for housing assistance.
- An individual who lives within the CS-B MSA and whose income falls within the guidelines for low- or very low-income.

NOTE: A resident seeking to qualify as a Section 3 Resident shall certify and submit evidence that the resident meets one of the guidelines stated above. (Refer to Section 3 Resident Certification Form - *Exhibit 1*)

WHAT IS A SECTION 3 BUSINESS CONCERN?

A Section 3 Business Concern is a business concern, as defined in this section –

- That is fifty-one percent (51%) or more owned by Section 3 residents, or
- Whose permanent, full time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- That provides evidence of a commitment to subcontract in excess of twenty-five percent (25%) of the dollar award for all subcontracts to be awarded to business concerns that meet the qualifications set forth in items (1) and (2) above.

NOTE: A business concern seeking to qualify for Section 3 shall certify and submit evidence that the business meets one of the guidelines stated above. (Refer to Certification for Business Concerns Seeking Section 3 Preferences in Contracting and Demonstration of Capability Form- *Exhibit 2*). To assist in the determination to certify as a Section 3 Business Concern, please refer to the Section 3 Certification Worksheet - *Exhibit 3*.

WHAT IF MY BUSINESS DOES NOT QUALIFY AS A SECTION 3 BUSINESS?

The City of College Station will, *to the greatest extent feasible*, offer contracting opportunities to Section 3 Business concerns. However, in the event of no Section 3 Business bids on a contract, or bids but is not able to demonstrate to the City of College Station's satisfaction that it has the ability to perform successfully under the terms and conditions of the proposed contract, then that contract will be awarded to a non-Section 3 business concern that can meet the terms and conditions, including Section 3, of the proposed contract through the competitive bidding process.

WHO RECEIVES ECONOMIC OPPORTUNITIES UNDER SECTION 3?

For training and employment:

- Persons in public and assisted housing;
- Persons residing in the area where the HUD financial assistance is expended; and
- Participants in HUD Youth-build programs.

For contracting:

- Businesses which fit the definition of a Section 3 business in 24 CFR 135.5.
- For Developers, contractors, and subcontractors seeking contracting preferences as a Section 3 business concern, the CoCS will certify these businesses as Section 3 business concerns.

ORDER OF PROVIDING PREFERENCE EMPLOYMENT OF SECTION 3 RESIDENT

Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the following order of priority:

- Category 1- Section 3 Resident - Residents of the neighborhood or surrounding area in which the contract will be expended.
- Category 2- Section 3 Resident - Residents of other areas within the College Station-Bryan area.
- Category 3- Section 3 Resident - Participants in HUD Youthbuild program being carried out.
- Category 4- Section 3 Resident - All other residents (including Section 8 recipients) of the College Station-Bryan MSA who meet the income guidelines for Section 3 preference (refer to Section 3 Income Limits).

In all cases, applicants must meet the minimum qualifications for the position. In no instance shall it be construed that preference is given to Section 3 residents who do not meet these minimum qualifications.

HOW TO COMPLY WITH SECTION 3

Contractors and subcontractors are required to fulfill Section 3 requirements. To the greatest extent feasible, attempt to either:

- Employ or train Section 3 residents.
- Award ten percent (10%) of the total dollar amount of the contract for building trades work and three percent (3%) of other contracts to certified Section 3 business concerns.

All contractors responding to this bid must submit a completed Contractor Section 3 Certification Form – *Exhibit 5*.

SECTION 3 OPPORTUNITIES PLAN

A Section 3 Opportunities Plan (SOP) from the contractor and subcontractors must be submitted to the COCS Community Development Division and approved immediately following the notice of award of the contract and prior to the start of construction. The SOP can be amended at any time after approval if necessary to ensure compliance. Contractors and subcontractors must maintain documentation of activities and outreach attempts. A sample SOP can be found as *Exhibit 4*.

Contractors and subcontractors must submit monthly reports regarding their Section 3 activities. The forms required for reporting are found in the SOP. A final, cumulative Section 3 report is required to be submitted within 5 days of project completion. All reports will be submitted to the CoCS Section 3 Compliance staff.

SECTION 3 CLAUSE

AS PER 24 CFR 135.38, All Section 3 covered contracts and subcontracts must include a Section 3 Clause. This clause can be found as *Exhibit 6*.

NOTICE OF COMMITMENT

A Notice of Commitment to comply with Section 3 must be posted on the worksite when you start your Section 3 Plan. The required notice can be found as *Exhibit 7*.

MONITORING AND ENFORCEMENT AUTHORITY AND RESPONSIBILITY

CoCS will monitor all Section 3 contractors and subcontractors. Monitoring will include review of SOP, selected contracts, payrolls and other supportive documentation. Additionally, CoCS

may conduct on-site interviews of workers, contractors and subcontractors.

The function of compliance of Section 3 will be carried out by the Section 3 Coordinator, as specified in the Contractor Section 3 Compliance Certification form submitted with the bid.

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES

Each contractor and subcontractor is required to comply with the requirements of Section 3 for new employment, training, or contracting opportunities resulting from the expenditure of covered funding. This responsibility includes:

Implementing procedures to notify Section 3 resident and business concerns about training, employment, and contracting opportunities generated by Section 3 covered assistance;

- Notifying potential contractors and subcontractors working on Section 3 covered projects of their responsibilities;
- Incorporating the Section 3 Clause into all covered solicitations and contracts (see 24 CFR Part 135.38);
- Facilitation of the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;
- Assisting and actively cooperating with the City to ensure compliance by:
 - Completing a Section 3 Opportunities Plan;
 - Submitting regular reports including information on new hires, trainees, and award of contracts and subcontracts;
 - Refraining from entering into contracts with contractors/subcontractors that are in violation of Section 3 regulations;
 - Documenting actions taken to comply with Section 3; and
 - If notified of non-compliance, correcting non-compliance within allowable time period.

SECTION 3 SPECIAL CONDITIONS

The City of College Station has initiated efforts to enhance resident hiring in the Bryan College Station Metropolitan Statistical Area (MSA). These initiatives are designed to set the requirements for resident hiring and developing and/or strengthening administrative procedures for facilitating contractor's hiring of College Station residents, other low income and/or very low income residents residing in the City of College Station.

PROCUREMENT DOCUMENTS

Each bidder/proposer must submit the Contractor Section 3 Compliance Certification with their bid. If a bidder/proposer fails to submit a Contractor Section 3 Compliance Certification such

bid/proposal will be declared as “non-responsive”.

For invitations for Bids (“IFB”) where awards are made to the lowest, responsive and responsible bidder, the bidder’s commitment to satisfy College Station resident hiring requirements will be a factor used in determining whether the bidder is “responsive”.

For RFQ’s, RFP’s and IFB’s, contractors shall be required to detail the cost of the bid or proposal by separately categorizing contract cost labor (person hours and dollar amounts).

ENFORCEMENT

The CoCS will monitor contractor compliance over the life of the contract as follows:

- Review compliance monthly and cumulatively
- Monitor contractor response to deficiencies in compliance

The contractor shall provide a status report identifying its progress in meeting the Section 3 goals, as established, on a monthly basis throughout the contract period. The monthly status report shall be submitted no later than 15 days after the end of each calendar month of the contract (i.e. April 15 for March). For any goal not met, the report shall identify any other economic opportunities which the contractor has provided or intends to provide to CoCS residents. This report will provide the CoCS with all information required to monitor compliance with its Section 3 plan including, but not limited to, new hires, core employees, certified payroll, workforce utilization and other relevant data to be specified.

SECTION 3 COMPLAINTS

Section 3 residents, businesses or their representatives may file a complaint, in writing, with the local HUD field office. Complaints must be received no later than 180 days from the date of action or omission. If more information is needed, HUD staff shall request it from the person making the complaint. If requested information is not provided within 60 days, the complaint may be closed.

A determination is made regarding the legitimacy of the complaint within 10 days. If the complaint is determined to be legitimate, the recipient/grantee has 60 days to resolve the issue. If the complaint is not resolved after 60 days, the complaint may be referred to the office of the Assistant Secretary for Fair Housing and Equal Opportunity.

Written complaints should contain the following information:

- Name and address of complainant
- Name and address of subject of complaint
- Description of acts or omissions in alleged violation of Section 3 requirements
- Statement of corrective action sought

Exhibit 2

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3

Business Name:	Business Type:
Mailing Address:	Contact Name:
Telephone Number:	Email:

I claim status as a Section 3 Business as the type indicated below:

This is a self certification process however the documentation listed by each type should be stored as evidence of status and available for review.

_____ Type 1: Section 3 resident-owned enterprise (51% or more of owners are Section 3 residents):

- | | |
|--|--|
| _____ Copy of resident lease | _____ Copy of receipt of public assistance |
| _____ Copy of evidence of participation in a public assistance program | _____ Other evidence |

_____ Type 2: At least 30 percent (30%) of employees (permanent, full-time) are currently Section 3 residents or were Section 3 eligible residents within 3 years to date of first employment with the business:

- | | |
|--|--|
| ___ List of all current full-time employees | ___ List of employees claiming Section 3 status |
| ___ PHA/IHA Residential lease less than 3 years from day of employment | ___ Other evidence of Section 3 status less than 3 years from date of employment |

_____ Type 3: Business subcontracts 25 percent of the dollar awarded to qualified Section 3 businesses:

- ___ List of subcontracted Section 3 business(es) and subcontract amount

Additional documentation:

- | | |
|---|--|
| _____ Copy of Articles of Incorporation | _____ Certificate of Good Standing |
| _____ Assumed Business Name Certificate | _____ Partnership Agreement |
| _____ List of owners/stockholders and % ownership of each | _____ Corporation Annual Report |
| _____ Organization chart with names and titles and a brief Function Statement | _____ Latest Board minutes appointing officers |
| | _____ Additional documentation |

You must provide a self-certification that the information you provide is true to the best of your knowledge. Additionally, if asked, you will need to verify certification and understand that you may be asked to do this. All information is kept confidential for records keeping and reporting requirements. No information will be released without the written consent of the individual.

"I certify that all information provided on this application is true to the best of my knowledge. I also understand that, if asked, I will provide verification of Certification."

Authorized Printed Name

Signature

Date

Exhibit 3

SECTION 3 BUSINESS CERTIFICATION WORKSHEET

Does Your Firm Meet The Definition of a Section 3 Business?

If you answer yes to any of the questions below, your firm is considered a Section 3 Business!

1. Is 51% of Your Business Owned By Section 3 Residents*?

a. Total Number of Business Owners:

b. Number of Business Owners That Meet the Definition of a Section 3 Resident:

Percentage:

2. Does 30% of Your Current Full-Time Staff Meet the Definition of a Section 3 Resident?

a. Total Number of Full-Time Employees:

b. Number of Full-Time Employees That Currently Meet the Definition of a Section 3 Resident:

c. Number of Full-Time Employees That May Have Met the Definition of a Section 3 Resident Within The Last 3 years:

Percentage:

3. Does Your Business have Evidence of Firm Commitment(s)** to Provide 25% of the Total Dollar Amount of Subcontracts to Section 3 Businesses?

a. Total Dollar Amount of Subcontracts To Be Awarded With HUD Funds:

b. Total Dollar Amount of HUD-Funded Subcontracts To Be Awarded To Section 3 Businesses:

Percentage:

Based on the responses above, your business qualifies for Section 3 certification

YES/NO

--

*Section 3 Residents are: 1) Public Housing residents or recipients of Housing Choice (Section 8) Vouchers or 2) Low- or Very Low-Income Persons that reside within the metropolitan area or non-metropolitan county of the project site.

**Acceptable evidence of firm commitment would include a binding letter to specific existing Section 3 firms conditioned upon the award of contract.

Exhibit 4

INSTRUCTIONS FOR COMPLETEING THE SECTION 3 OPPORTUNITES PLAN (CONSTRUCTION & PROFESSINAL CONTRACTS)

The purpose of Section 3 is to ensure that jobs and economic opportunities generated by HUD financial assistance for housing and community development programs shall be directed towards low and very low income persons, particularly those who are recipients of government assistance for housing and business concerns which provide economic opportunities to low and very low income person.

The Section 3 Opportunities Plan is to be completed for construction and professional contracts. There are four ways in which Section 3 can be fulfilled. They are listed in order of preference:

- Contracting company is owned by 51% or more certified Section 3 Residents.
- Subcontract or joint venture with a resident owned business. The business must be 51% or more owned by low- and very low-income individuals, or subcontractor/joint venture with a business that employs full-time 30% or more low- and very low-income individuals within the City of College Station MSA, or
- Direct hiring and employment of at least 30% of low- or very low-income neighborhood residents, or
- Incur the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth. Such training shall be determined after consultation with the Section 3 Coordinator of the City of College Station.

If a prime contractor is unable to satisfy College Station resident hiring requirements per the above, the requirements may be satisfied through any subcontractors that may be involved in the project.

Part 1: Opportunities Plan

Option 1: Indicate that contracting company is owned by 51% or more certified Section 3 Residents.

Option 2: Indicate if the (sub) contractor has identified a resident owned business or a business which employs 30% or more Section 3 Residents. This paragraph is to be completed by indicating the number of resident owned businesses that will be used on the project shown at the end of the paragraph.

Option 3: Indicate if the (sub)contractor plans to hire Section 3 Residents to work for its company, paragraph 2 must be completed with the contract/spec number and the percentage of compliance in hiring the residents. For example, if your contract amount is \$100,000, the Section 3 dollar amount that must be expended is 10% of your labor dollars or \$10,000. If the whole amount is to be expended on the resident's salary, then 100% is to be inserted on the percent line. If a percentage amount less than 100% will be expended on the resident's salary, that amount must be inserted on the line and the remaining percentage must be expended through subcontracting/joint venturing with a resident owned business or a business that employs 30% or more residents, in which case, the corresponding paragraph must be completed.

Part 2: Subcontracting Survey

This part of the Opportunities Plan will include information on anticipated subcontracts indicating how the Section 3 goals will be met.

- 1) Indicate the Project Name
- 2) Indicate the Contract Number
- 3) Indicate the Total Contract Amount
- 4) Indicate all types of subcontracts to be awarded (anticipated)
- 5) Indicate the total number of subcontracts to be awarded (anticipated)
- 6) Indicate the total dollar amount of subcontracts to be awarded (anticipated)
- 7) Indicate the total number of subcontracts to be awarded to Section 3 Business Concerns (anticipated)
- 8) Indicate the total dollar amount of subcontracts to be awarded to Section 3 Business Concerns (anticipated)

Part 3: Labor Survey

This part of the Opportunities Plan will include current employees and information on anticipated new hires indicating how the Section 3 goals will be met.

- 1) Indicate the Project Name
- 2) Indicate the Contract Number
- 3) Indicate all job titles that will be needed to complete this project
- 4) Indicate the total number of positions needed to complete this project
- 5a) Indicate the number of positions that are currently filled (at time of bid/proposal submission)
- 5b) Indicate the number of positions that are currently filled with certified Section 3 Residents
- 6a) Indicate the number of positions that will need to be filled to complete this project
- 6b) Indicate the number of positions that will be filled with certified Section 3 Residents

Part 4: Efforts to Comply with Section 3 Hiring and Contracting Goals Narrative

Please describe in a narrative the efforts you plan to make or have already made in order to comply with Section 3 Hiring and Contracting goals. A bulleted list of voluntary efforts that will be undertaken should be included.

Section 3 Compliance Activity Reporting - Part 5, Part 6 and Part 7 include reports that must be submitted on a monthly basis. A final cumulative report must be submitted within 5 days of project completion.

Part 5: Subcontracting Report (Monthly and Cumulative Final)

This report is to be completed after the subcontracts have been awarded. This list is to be included with the monthly Section 3 report and a final cumulative report that must be submitted within 5 days of project completion.

- 1) Indicate the Project Name
- 2) Indicate the Contract Number
- 3) Indicate the Total Contract Amount
- 4) Indicate the Reporting Period
- 5) Indicate all types of subcontracts to be awarded (actual)
- 6) Indicate the total number of subcontracts to be awarded (actual)
- 7) Indicate the total dollar amount of subcontracts to be awarded (actual)
- 8) Indicate the total number of subcontracts to be awarded to Section 3 Business Concerns (actual)
- 9) Indicate the total dollar amount of subcontracts to be awarded to Section 3 Business Concerns (actual)

Part 6: Resident List – Hiring Report (Monthly and Cumulative Final)

This report is to be completed after the contract has been awarded; interviews have taken place and residents have been hired. This list is to be included with the monthly Section 3 report and a final cumulative report that must be submitted within 5 days of project completion.

- 1) Indicate the project name
- 2) Indicate the contract number
- 3) Indicate the reporting period
- 4) Indicate the job title
- 5) Indicate the Section 3 new hire's name

- 6) Indicate the new hire's address including street, city and zip code.
- 7) Include the employee's identification number (this can be the last 4 numbers of social security or an assigned number)
- 8) Indicate what business hired this employee

Part 7: Actual Efforts Completed to Comply with Section 3 Hiring and Contracting Goals Narrative

Please describe in a narrative the ACTUAL efforts you completed in order to comply with Section 3 Hiring and Contracting goals. A bulleted list of all efforts should be included.

Part 8: Acknowledgment

The final Section 3 Opportunities Plan must be signed and include the title of the person executing the plan.

The Section 3 Opportunities Plan must be completed immediately upon notice of award and submitted to the Section 3 Coordinator prior to final execution of the contract. *The Section 3 Compliance staff with the City of College Station can provide assistance in completing this plan.*

Section 3 Best Practices & Techniques for Section 3 Compliance:

- 1) Advertisement of opportunities in general circulation media, Section 3 targeted median and minority and women focused media; HUD Youthbuild programs, to provide disadvantaged youth opportunities for employment, education, leadership development and training.
- 2) Directing written solicitations to Section 3 Residents and Section 3 Business Concerns for specific contracting opportunities when possible.
- 3) Identifying portions of work where Section 3 Residents or Section 3 Business Concerns are likely to be successful.
- 4) Providing specific reasons for non-utilization of unsuccessful Section 3 Residents or Section 3 Business Concerns.
- 5) Establishing programs to assist Section 3 Residents or Section 3 Business Concerns to meet insurance, bonding, and other contracting requirements.
- 6) Employing joint venture agreements whenever feasible.
- 7) Erection of signage at project sites soliciting Section 3 Residents and Section 3 Business Concerns.
- 8) Maintain records (including copies of correspondence, memoranda) that document the process and steps followed to encourage utilization of Section 3 job training,

employments, contracting and economic opportunities by Section 3 Residents and Section 3 Business concerns.

- 9) Inclusion of Section 3 Plans of the Recipient and its Contractors and Subcontractors in bid documents or other contract solicitations.
- 10) Contact resident councils and community organization in the housing development or developments where Section 3 residents reside to request assistance in notifying residents of the employment and training positions to be filled.
- 11) Entering contracts on a negotiated rather than a bid basis whenever possible.
- 12) Maintain assistance to the Chamber of Commerce Small Business Development to assist Section 3 businesses with the development of a business profile and other administrative activities.
- 13) When feasible, holding job information meetings and workshops to assist Section 3 residents in completing applications.
- 14) Arranging to conduct interviews in the housing development or developments or the neighborhood service area of a project.
- 15) Appoint or recruit an executive official of a company or agency as Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.

SECTION 3 OPPORTUNITIES PLAN

Project Name:	Business Name:
Contract Amount:	Developer:
Principal Contact Name:	Principal Contact Telephone:
Subcontractor: Yes	Certified Section 3 Business Concern: Yes

PLAN GOALS:

I intend to comply with the requirements of SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968:

PART 1: OPPORTUNITIES PLAN

___ Option 1:

The Contracting company is owned by 51% or more certified Section 3 Residents.

___ Option 2:

The Contractor has committed to employ or train College Station low and very low-income area residents in order to comply with its Section 3 requirements. ___ (30% or more) of its new hires during the term of the contract will be Section 3 residents. The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under the contract.

___ Option 3:

The Contractor has identified certified Section 3 business(es) to comply with its Section 3 requirements under the contract. The contractor agrees to contract \$_____ of the \$_____ (total contract award) to Section 3 Business Concerns. Twenty-five (25%) percent may be awarded for building trades work and three percent (3%) of all other Section 3 covered contracts.

PART 2: SUBCONTRACTING WITH SECTION 3 BUSINESS CONCERNS:

SUBCONTRACTING SURVEY				
(1) PROJECT NAME			(2) CONTRACT NUMBER	
(3) CONTRACT AMOUNT:				
(4) Types of Contract	(5) Total # of Contracts	(6) Total Estimated Dollar Amount	(7) Estimated # of Contracts to Section 3 Business Concerns	(8) Estimated Dollar Amounts to Section 3 Business Concerns

PART 3: LABOR SURVEY

LABOR SURVEY					
(1) PROJECT NAME			(2) CONTRACT NUMBER		
(3) JOB TITLE	(4) TOTAL # OF EMPLOYEES NEEDED FOR THIS PROJECT	NUMBER OF POSITIONS			
		(5) CURRENTLY FILLED		(6)HIRING GOAL	
		(a) TOTAL	(b) # of SECTION 3 RESIDENTS	(a) TO BE HIRED	(b) # of SECTION 3 RESIDENTS

PART 4: EFFORTS TO COMPLY WITH SECTION 3 HIRING AND CONTRACTING GOALS NARRATIVE

Please describe in a narrative the efforts you plan to make or have already made in order to comply with Section 3 Hiring and Contracting goals. A bulleted list of voluntary efforts that will be undertaken should be included.

PART 5: SUBCONTRACTING REPORT (MONTHLY AND CUMULATIVE FINAL REPORT)

SUBCONTRACTING REPORT				
(1) PROJECT NAME			(2) CONTRACT NUMBER	
(3) CONTRACT AMOUNT:			(4) REPORTING PERIOD	
(5) Types of Subcontracts	(6) Total # of Subcontracts	(7) Total Dollar Amount	(8) Total #. of Contracts to Section 3 Business Concerns	(9) Total Dollar Amounts to Section 3 Business Concerns

PART 6: RESIDENT LIST – HIRING REPORT (MONTHLY AND CUMULATIVE FINAL REPORT)

RESIDENT LIST – HIRING REPORT				
(1) PROJECT NAME			(2) CONTRACT NUMBER	
(3) REPORTING PERIOD:				
(4) JOB TITLE	(5) SECTION 3 RESIDENT NAME	(6) ADDRESS	(7) EMPLOYEE ID NUMBER	(8) CONTRACTOR/ SUBCONTRACTOR

PART 7: ACTUAL EFFORTS COMPLETED TO COMPLY WITH SECTION 3 HIRING AND CONTRACTING GOALS NARRATIVE

Please describe in a narrative the ACTUAL efforts you completed in order to comply with Section 3 Hiring and Contracting goals. A bulleted list of all efforts should be included.

PART 8: AUTHORIZATION OF SECTION 3 OPPORTUNITIES PLAN

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1. The Contractor commits to conduct aggressive outreach and notification to potential Section 3 Residents and Section 3 Business Concerns of hiring opportunities and contracting opportunities.

Contractor agrees to include the "Section 3 Clause" in all its contracts in connection with work to be performed in Section 3 covered contracts. The Contractor agrees to require all subcontractors to submit a Section 3 Opportunities Plan including goals and the specific steps planned to accomplish those goals and required monthly reports and final reports.

The failure of the contractor to comply with the above-approved plan shall be a material breach of the contract.

Authorized Signature: _____ Date: _____

Title: _____

DRAFT

EXHIBIT 5

CONTRACTOR SECTION 3 COMPLIANCE CERTIFICATION - *Must be submitted with bid*

NAME OF PRIME CONTRACTOR:

CONTRACTOR QUALIFIES AS A SECTION 3 BUSINESS CONCERN: YES/NO (circle one)

PROJECT:

BID NUMBER:

CONTRACTOR'S SECTION 3 COORDINATOR:

NAME:

TITLE:

CONTACT INFORMATION:

NOTICE: THIS DOCUMENT IS REQUIRED FOR ALL CONSTRUCTION OR LABOR RELATED PROJECTS.

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.38.3 requirements.

The contractor hereby agrees to submit its Section 3 Opportunities Plan upon notice of award of the contract and prior to final execution of the contract.

The Contractor and subcontractor(s) shall provide status reports identifying its progress in meeting the Section 3 goals established in this Section 3 Opportunities and Utilization Plan on a per draw basis throughout the contract period.

Failure to comply with these general conditions may lead to sanctions which can include termination of the contract for default and suspension or debarment from future HUD-assisted contracts.

Acknowledged by:

(President or Authorized Officer)

Date: _____

EXHIBIT 7

SECTION 3 NOTICE OF COMMITMENT

TO: Residents of College Station and surrounding areas

The following project named _____ located at _____ is a Section 3 covered project pursuant to Section (C) of 24 CFR 135.38, of Section 3 of the Housing and Urban Development Act of 1968, which received funding from the City of College Station.

This project may require the hiring of qualified low-income residents (Section 3 Residents) or contracting with low-income businesses (Section 3 Business Concerns).

The following economic opportunities are available:

Positions	Training	Contracting

Please contact _____ regarding these opportunities at the following number _____.

The anticipated date the work shall begin is _____.

If you apply for a job as a Section 3 Resident you may be required to submit information verifying your income and family size. Section 3 Residents wishing to receive hiring preferences on Section 3 covered projects should refer to the order of priority listed below. Businesses wishing to receive preferences as a Section 3 Business Concern must be certified with the City of College Station prior to being awarded preferences as a Section 3 Business Concern.

If you have any questions, please contact the City of College Station (CoCS) at 979-764-3778.

Employment Preferences Order of Priority	
Category 1:	Residents of or in the area of the CoCS funded project who meet the low and very-low income limits.
Category 2:	Public Housing residents in the College Station-Bryan MSA.
Category 3:	HUD Youthbuild program participants – for projects carried out in the project boundary area.
Category 4:	Residents of Section 8 and all other residents meeting the income guidelines for Section 3 preference.

Contracting Preferences Order of Priority	
Category 1:	Business concerns that are 51 percent or more owned by residents of the development or whose permanent workforce includes 30% of these persons as employees for a business located in the immediate area where the construction work is performed.
Category 2:	HUD Youthbuild programs being carried out in the CoCS in which Section 3 covered assistance is expended
Category 3:	Business concerns that are 51 percent or more owned by a Section 3 resident(s), or whose permanent, full-time workforce includes no less than 30 percent Section 3 residents; or that subcontract in excess of 25% of the total amount of subcontracts to Section 3 business concerns.

DRAFT

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS,
ADOPTING THE SECTION 3 IMPLEMENTATION PLAN AND ADMINISTRATIVE GUIDE
TO COMPLY WITH 24 CFR, PART 135 OF THE UNITED STATES DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT SECTION 3**

WHEREAS, the United States Congress passed Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C 1701u)(Section3) to further the goal of ensuring that federal funds benefit the residents of projects funded wholly or in part by those funds, and

WHEREAS, Part 135 of Section 3 is to establish the standards and procedures to be followed to ensure that the objectives of Section 3 are met; and

WHEREAS, the City of College Station has developed a Section 3 Implementation Plan and Administrative Guide in adherence to 24 CFR, Part 135 that more comprehensively addresses the standards and procedures prescribed in the Act; now, therefore,

BE IT RESOLVED by the City Council of the City of College Station, Texas authorizes the adoption and implementation of the Section 3 Implementation Plan and Administrative Guide to ensure compliance with Federal Law.

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

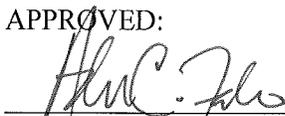
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

May 14, 2012
Consent Agenda Item No. 2c
Brazos Valley Wide Area Communications System FY 13 Draft Operating Budget

To: David Neeley, City Manager

From: Ben Roper, IT Director

Agenda Caption: Presentation, possible action, and discussion regarding approval of the Brazos Valley Wide Area Communications System (BVWACS) Operating Budget for FY 13 and authorizing the City's quarterly payments of approximately \$52,976 for an annual total of \$211,904.

Key Strategic Initiative: Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: On June 26, 2008, Council approved the ILA establishing the BVWACS and the ILA appointing the Brazos Valley Council of Governments (BVCOG) to act as the Managing Entity for the BVWACS. In accordance with the BVWACS ILA a Draft Operating Budget for FY 13 was reviewed by the Governing Board on April 18, 2012. In accordance with the ILA, budget approval requires a super majority (5 of the 6 members). Since only 4 voting members were present, the Governing Board deferred budget approval to the July meeting, and directed sending the proposed budget to each BVWACS Party for their action and budget planning.

Each of the BVWACS Parties (Bryan, College Station, Brenham, Washington County, Brazos County, Texas A&M University) has 30 days to review the draft budget. If any BVWACS Party does not agree with the draft BVWACS Budget as presented, it must provide the Governing Board with a detailed explanation of its issues with the draft Budget within 30 days after receipt.

A final vote on the draft budget is set for the next Governing Board meeting on July 18, 2012.

Budget & Financial Summary: If approved by Council funding for the entire BVWACS FY 12 Operating Budget will be included in the Information Technology FY 12 Operating Budget

Attachments:

1. Draft BVWACS FY 13 Budget

BRAZOS VALLEY WIDE AREA COMMUNICATIONS SYSTEM

PROPOSED FY2013 OPERATING BUDGET

EXPENSES	<u>PROPOSED FY2013</u>	<u>BVWACS FY2012</u>	<u>BVWACS FY2011</u>	<u>BVWACS FY2010</u>
Personnel				
System Manager	91,052	91,052	88,400	88,400
BVCOG Staff	19,351	18,787	18,240	17,000
Benefits	33,941	32,952	31,992	31,620
Total Personnel	<u>144,344</u>	<u>142,791</u>	<u>138,632</u>	<u>137,020</u>
Direct Expenses				
Travel	8,000	8,000	8,000	8,000
T-1 lines	109,164	105,816	106,002	76,800
Maintenance (Motorola)	258,445	260,018	83,477	85,000
Maintenance (HCRRS)	77,765	82,000		
Supplies				
Telephone Expense	1,400	1,398	1,344	1,200
Equipment				
Contingency			13,000	13,000
Consultants				
Postage, Printing, Training				
Other Direct	15,000	13,000		1,500
Total Direct Expenses	<u>469,774</u>	<u>470,232</u>	<u>211,823</u>	<u>185,500</u>
Other Direct Expenses				
Copier Expense	160	156	150	
Postage Expense	192	188	134	
Insurance	6,000	5,245	5,043	
Training and Meeting Expense	2,500	2,500	2,500	4,500
Total Other Direct Expenses	<u>8,852</u>	<u>8,089</u>	<u>7,827</u>	<u>4,500</u>
Internal Service Funds				
Accounting Svc ISF	4,608	4,431	4,261	10,887
System Adm ISF	10,149	9,759	9,384	6,171
Copy Fax Service ISF	513	493	474	2,335
Human Resource Management ISF	8,535	8,207	7,891	5,133
Office Space ISF	6,552	6,300	6,058	5,133
Receipt Internet Loc Ph ISF	2,307	2,218	2,133	2,825
Core Supplies ISF	1,731	1,664	1,600	1,003
Supply Procurement ISF	807	776	746	1,733
Audit Expense	1,250			
Total Internal Service Funds	<u>36,452</u>	<u>33,848</u>	<u>32,547</u>	<u>33,279</u>
Total Expenses before Indirect	<u>659,422</u>	<u>654,960</u>	<u>390,829</u>	<u>360,299</u>
Indirect Expenses				
Indirect Cost Expense	17,804	10,162	9,771	4,953
Total Indirect Expenses	<u>17,804</u>	<u>10,162</u>	<u>9,771</u>	<u>4,953</u>
Total EXPENSES	<u>677,226</u>	<u>665,122</u>	<u>400,600</u>	<u>365,252</u>

COST ALLOCATION*

Brazos County (384)	13.38%	90,613	76,489	46,069	37,219
Brenham (278)	9.69%	65,623	65,847	39,659	17,970
Bryan (584)	20.35%	137,816	144,598	87,090	81,013
College Station (898)	31.29%	211,904	196,876	118,578	130,541
Texas A & M (279)	9.72%	65,826	75,558	45,508	48,067
Washington County (447)	15.57%	105,444	105,754	63,695	50,441
(Total = 2,870)					
(Brenham & Washington Co, each)		85,534	85,801	51,677	34,206

*NOTE: Updated participation rates for FY2013

Date Prepared: 4/12/2012

May 14, 2012
Consent Agenda Item No. 2d
Intergovernmental Cooperative Purchasing Agreements
National IPA, National Joint Powers Alliance & U.S. Communities

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action, and discussion regarding participation in Intergovernmental Cooperative Purchasing Agreements with National Intergovernmental Purchasing Alliance (NIPA), National Joint Powers Alliance (NJPA) and U.S. Communities Government Purchasing Alliance (U.S. Communities) and authorize the Executive Director of Business Services to apply for membership online on their website(s).

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

Recommendation(s): Staff recommends approval of the Intergovernmental Participation Agreements with NIPA, NJPA and US Communities and authorization for the Executive Director of Business Services to apply for membership online on their website(s).

Summary: These agreements would allow us to utilize contracts that have already been competitively bid and awarded by other public agencies. Buying from these existing contracts such as office supplies, furniture, computer equipment, chemicals and various other contracts allows the City to obtain the bargaining power of a large group and reduces the need for City staff to do individual solicitations of its own, therefore reducing advertising costs and other internal overhead costs. The City is not obligated to use any of these contracts, and will only do so when in our best interests. Other agencies participating include the State of Texas, City of Fort Worth, City of Houston, City of Huntsville, and numerous other cities, counties and school districts in Texas and other states. The use of these contracts complies with Chapter 791.025 of the State of Texas Government Code.

Budget & Financial Summary: No expenses will be incurred to approve the Intergovernmental Agreements. Future savings may be realized through economies of scale in administrative, advertising and other purchasing costs.

Attachments:

Intergovernmental Cooperative Purchasing Agreements:
National Intergovernmental Purchasing Alliance (NIPA)
National Joint Powers Alliance (NJPA)
U.S. Communities Governmental Purchasing Alliance



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate (“Principal Procurement Agencies”) to be appended and made a part hereof and other public agencies (“Participating Public Agencies”) that register electronically with National Intergovernmental Purchasing Alliance Company (“National IPA”) or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein “Products”);

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

Authorized Signature, Participating Public Agency

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY

Signature

Signature

Name

Roger D. Dempsey, C.P.M., A.P.P.

Name

Regional Manager - South Central

Title

Title

Agency Name

Date

Date

National Intergovernmental Purchasing Alliance Company
1600 Westgate Circle, Suite 275, Brentwood, TN 37027
Toll-Free (866) 408-3077 | info@nationalipa.org

**MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER**



**This Agreement, made and entered into this _____ day of _____, 20____,
by and between National Joint Powers Alliance®, hereinafter referred to as "NJPA" and
_____ hereinafter referred to as the "Applicant".**

Witnesseth:

That for a good and valuable consideration of the premises, mutual terms, covenants, provisions, and conditions hereafter set forth, it is agreed by and between the parties as follows:

Whereas, the NJPA is created by Minnesota Statute §123A.21 (with membership further defined in M.S. §471.59) to serve cities, counties, towns, public or private schools, political subdivisions of Minnesota or another state, another state, any agency of the State of Minnesota or the United States including instrumentalities of a governmental unit and all non-profits; and

Whereas, NJPA's purpose as defined in M.S. §123A.21 is to assist in meeting specific needs of clients which could be better provided by NJPA than by the members themselves; and

Whereas, the NJPA Board of Directors has established the ability for an "Applicant" desiring to participate in NJPA contracts and procurement programs to become a Participating Member; and

Whereas, the NJPA Board of Directors has determined that Participating Members will have no financial or organizational liability to NJPA or to its organizational activities;

Now Therefore, it is hereby stipulated and agreed that the "Applicant" Agency desires to be a Participating Member of NJPA with contract purchasing benefits, in accordance with terms and conditions of the applicable contract(s), and that NJPA hereby grants said Membership to said "Applicant."

Term:

This continuing agreement shall remain in force or until either party elects to dissolve the Agreement by written notice.

THEREFORE, IN WITNESS THEREOF,

the parties hereto have executed this Agreement the day and year written above.

**National Joint Powers Alliance®
202 12th Street NE
Staples, MN 56479**

Member Name:

By _____
AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

Its _____
TITLE

TITLE

DATE

DATE

**MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER**



PATICIPATING MEMBER INFORMATION

Applicant Name: _____
Address: _____
Federal ID Number: _____
Contact Person: _____
Title: _____
E-mail: _____
Phone: _____
Website: _____

Please indicate an address to which your Membership materials may be delivered.

Thank you.

APPLICANT ORGANIZATION TYPE:

- K-12
- Government or Municipality
- Higher Education
- Non-Profit
- Other (please specify):

I WAS REFERRED BY: (please specify)

- Advertisement _____
- Current NJPA Member _____
- Vendor Representative _____
- Trade Show _____
- NJPA Website _____
- Other _____

Completed applications may be returned to:

National Joint Powers Alliance ®
202 12TH Street NE
Staples, MN 56479

Duff Erholtz

Phone 218-894-5490

Fax 218-894-3045

E-mail duff.erholtz@njpacoop.org



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of USD 259, Wichita Public Schools, KS (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature

Darren C. Muci

RFP 02-04-011 BOE Approval 1/13/03

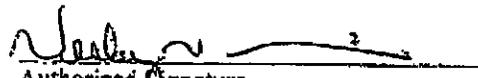
Name and Title of Signer

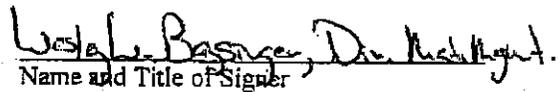
Date

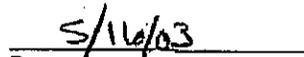
LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the County of Maricopa, Arizona (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.


Authorized Signature


Name and Title of Signer


Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the City of Charlotte (Mecklenburg County) (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature

JOHN C. TRUNK

PROCUREMENT SERVICES DIRECTOR
Name and Title of Signer

10-23-03

Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Harford County Public Schools, MD (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

John K Miller
Authorized Signature

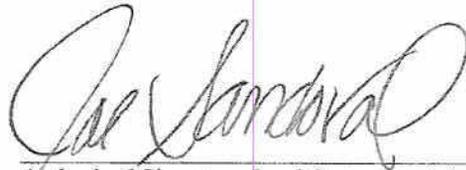
John R. Miller, Director of Procurement
Name and Title of Signer
Harford County Public Schools

10/24/03
Date

EXAMPLE OF LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Government Agency

by:

Joe Sandoval, Division Manager
Purchasing & Contract Services
County of Los Angeles

1-2-06

Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of USD 259, Wichita Public Schools, KS (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Request for Proposal
ROOFING SUPPLIES AND RELATED SERVICES
No. 06-40021
Unified School District 259 -
Wichita (KS) Public Schools
BOE Approval 06/12/2006



Authorized Signature

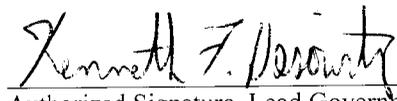
Darren Muci, Division Director
Name and Title of Signer

June 14, 2006
Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the City of Los Angeles (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Government Agency

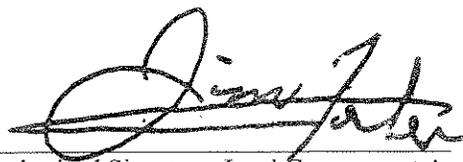


Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the Dallas County, TX. (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Government Agency

November 27, 2007

Date

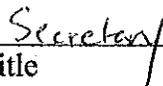
**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
CERTIFICATE**

I hereby acknowledge, on behalf of the California Statewide Communities Development Authority (the "Lead Public Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreement and purchase of products (in this case, licenses) that from time to time are made available by the Lead Public Agency to Participating Public Agencies through U.S. Communities. Copies of the Master Agreement and any amendments thereto made available by Lead Public Agency will be provided to Supplier and U.S. Communities to facilitate use by Participating Public Agencies.

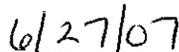
I understand that the purchase of one or more products (in this case, licenses) under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, California Statewide
Communities Development Authority



Title



Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

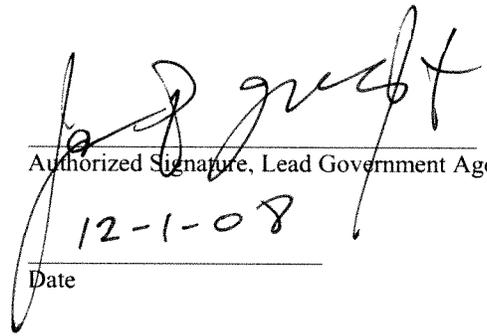

Dean A. Tistadt, Chief Operating Officer
Fairfax County Public Schools

1/29/08
Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the City/County of Denver. (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Government Agency
12-1-08

Date

Lead Public Agency Certificate

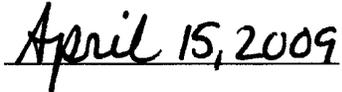
LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Government Agency



Date

Lead Public Agency Certificate

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Government Agency

Robert D. Wood

04/2/09

Date

3

Lead Public Agency Certificate

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Cobb County, Georgia (the "Lead Public Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

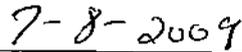
I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Public Agency



Printed Name



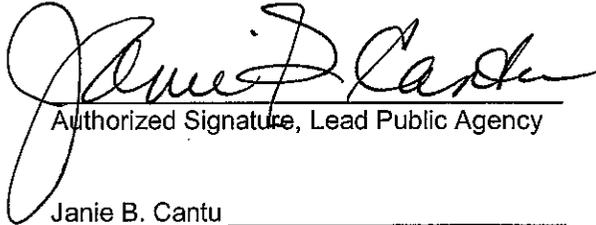
Date

Lead Public Agency Certificate

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of City of San Antonio [LPA] (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.


Authorized Signature, Lead Public Agency

Janie B. Cantu _____
Printed Name

4/10/09
Date

May 14, 2012
Consent Agenda Item No. 2e
Renewal of Hot Mix Asphalt Price Agreement

To: David Neeley, City Manager

From: Chuck Gilman, PE, PMP, Public Works Director

Agenda Caption: Presentation, possible action, and discussion regarding the 2nd renewal of bid #11-69 to Knife River to provide a six month agreement for the purchase of Type D Hot Mix Asphalt for the maintenance of streets in an amount not to exceed \$630,000 (\$63.00 per ton), and authorizing the City Manager to execute the renewal agreement on behalf of the City Council.

Relationship to Strategic Goals: Financially Sustainable City Providing Response to Core Services and Infrastructure – Spending taxpayer money efficiently.

Recommendation(s): Staff recommends approval of the bid award to Knife River, and authorization for the City Manager to execute the renewal agreement.

Summary: Knife River submitted the only bid for a price agreement to provide Type D Hot Mix Asphalt for the maintenance of streets in the City. The bid was for the purchase of hot mix asphalt to be picked up at the production plant. Due to the rising petroleum prices the bid was requested as both an annual agreement and an alternate six month agreement. Knife River offered a bid for an annual agreement in the amount of \$62.00 per ton. They also offered an alternate bid for a six month agreement in the amount of \$60.00 per ton. Staff recommended that the six month agreement be accepted for the amount of \$60.00 per ton. The current contract expires on June 7, 2012.

In November 2011 the 1st six month renewal was agreed to at \$60.00 per ton. Knife River has agreed to a 2nd six month renewal with a 5% increase. As The City allows up to an 8% increase, staff recommends the renewal and increase to \$63.00 per ton. This is the last renewal and this Agreement will go out for bid at the end of this 6 month period.

The contract supports maintenance operations in the Street Maintenance Division. HMAC-Type D is the primary material used in the repair of asphalt pavement streets. It is used in both the asphalt base failure repair operations and by the crew of the pothole repair truck. The material needs to be purchased within a 40 mile radius of the City to maintain the optimum temperature of the mix and the proper chemical makeup.

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

Attachments:

1. Renewal letter

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Bid No. 11-69, for type D Hot Mix picked up by City crews, in accordance with all terms and conditions previously agreed to and accepted with a requested price increase of five (5) percent for an amount not to exceed of Six Hundred Thirty Thousand and 00/100 Dollars (\$630,000.00).

I understand this renewal term will be for a six month period beginning June 8, 2012 through December 7, 2012. This is the second six month renewal.

KNIFE RIVER CORP., SOUTH

CITY OF COLLEGE STATION

By: *Keith Pierson*
Printed Name: Keith Pierson
Title: Chief Estimator
Date: 4/13/2012

By: _____
City Manager
Date: _____



APPROVED:

Wolchuk
City Attorney
Date: _____

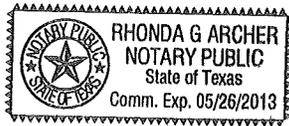
Executive Director Business Services
Date: _____

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the 13th day of April, 2012
by Keith Pierson in his/her capacity as Chief Estimator of
Knife River South, a Texas Corporation, on behalf of said corporation.



Rhonda G. Archer
Notary Public in and for the
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2012,
by _____, in the capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Marsh USA Inc. 333 South 7th Street, Suite 1600 Minneapolis, MN 55402-2400		CONTACT NAME:	
J43750-YOU-GAWX-12-13 2010 2037 2048 AI YES		PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED KNIFE RIVER CORPORATION - SOUTH 8320 CENTRAL PARK DRIVE SUITE A WACO, TX 76712		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Liberty Mutual Fire Ins Co	NAIC # 23035
		INSURER B: Associated Electric & Gas Ins Services Ltd	3190004
		INSURER C: Liberty Mutual Insurance Company	23043
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CHI-003723706-07 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PER PROJECT AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			TB2641005097-042	01/01/2012	01/01/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS2 641 005097-052	01/01/2012	01/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			XL5063401P	01/01/2012	01/01/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC7-641-005097-022 (Guar. Cost) WA7-64D-005097-012 (AOS) WC7-641-005097-032 (OR, WI) 'INCLUDES "STOP-GAP"'	01/01/2012 01/01/2012 01/01/2012	01/01/2013 01/01/2013 01/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of College Station, its officials, employees and volunteers is/are included as additional insured per the attached CG 2010 and CG 2037 endorsements and does not include professional liability coverage. Blanket Additional Insured for Automobile Liability is included per attached designated Insured Endorsement CA 20 48. Primary and Non-Contributory applies for General Liability per LN 20 01 attached. Blanket Waiver of Subrogation applies for General Liability per endorsement CG 24 04 attached. Blanket Waiver of Subrogation applies for Automobile Liability per Endorsement AX 12 10 attached. Blanket Waiver of Subrogation applies for Workers' Compensation per the attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

CITY OF COLLEGE STATION ATTN: CYNTHIA SCIULLI 1101 TEXAS AVENUE COLLEGE STATION, TX 77840	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>

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AGENCY CUSTOMER ID: J43750

LOC #: Minneapolis



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED KNIFE RIVER CORPORATION - SOUTH 8320 CENTRAL PARK DRIVE SUITE A WACO, TX 76712	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Excess liability applies to general liability, products and completed operations, automobile liability, and employers liability.

May 14, 2012
Regular Agenda Item No. 1
Annual Report of the
Youth Advisory Council

To: David Neeley, City Manager

From: Jason Stuebe, Assistant to the City Manager

Agenda Caption: Presentation, possible action, and discussion regarding the annual report of the Youth Advisory Council.

Recommendation(s): Staff recommends that the Council receive the report.

Summary: Emily Ryan, current chairperson of the Youth Advisory Council (YAC) will be presenting YAC's annual report of their activities to the City Council.

The City Council created YAC in the fall of 2007. Consisting of CSISD high school students, the purpose of YAC is to not only help educate community youth about city government, departments, programs and activities, but also allow for local youth to make a positive impact on the community, present concerns with their peers, and assist the City Council in making informed decisions concerning the youth by acting as the voice of teenagers throughout the community.

Members of the Youth Advisory Council attend nearly all Council meetings and meet regularly on the first Tuesday of every month at the College Station Conference Center. The YAC receives staff support from Mike Mullen, the Teen Court Coordinator; and the Assistant to the City Manager.

Budget & Financial Summary: N/A

Attachments: N/A

May 14, 2012
Regular Agenda Item No. 2
Seven Seventeen Development – Public Utility Easement Abandonment

To: David Neeley, City Manager

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

Agenda Caption: Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 0.1444 acre, 20-foot wide public utility easement recorded in Volume 2163 Pages 223-225 of the Official Records of Brazos County, Texas, and located along the southwest property line of a parcel of land situated in the J.E. Scott League, Abstract No. 50, and being an 0.986 acre tract as described by warranty deed recorded in volume 7609, page 150 of the Official Records of Brazos County, Texas.

Relationship to Strategic Initiatives: N/A

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

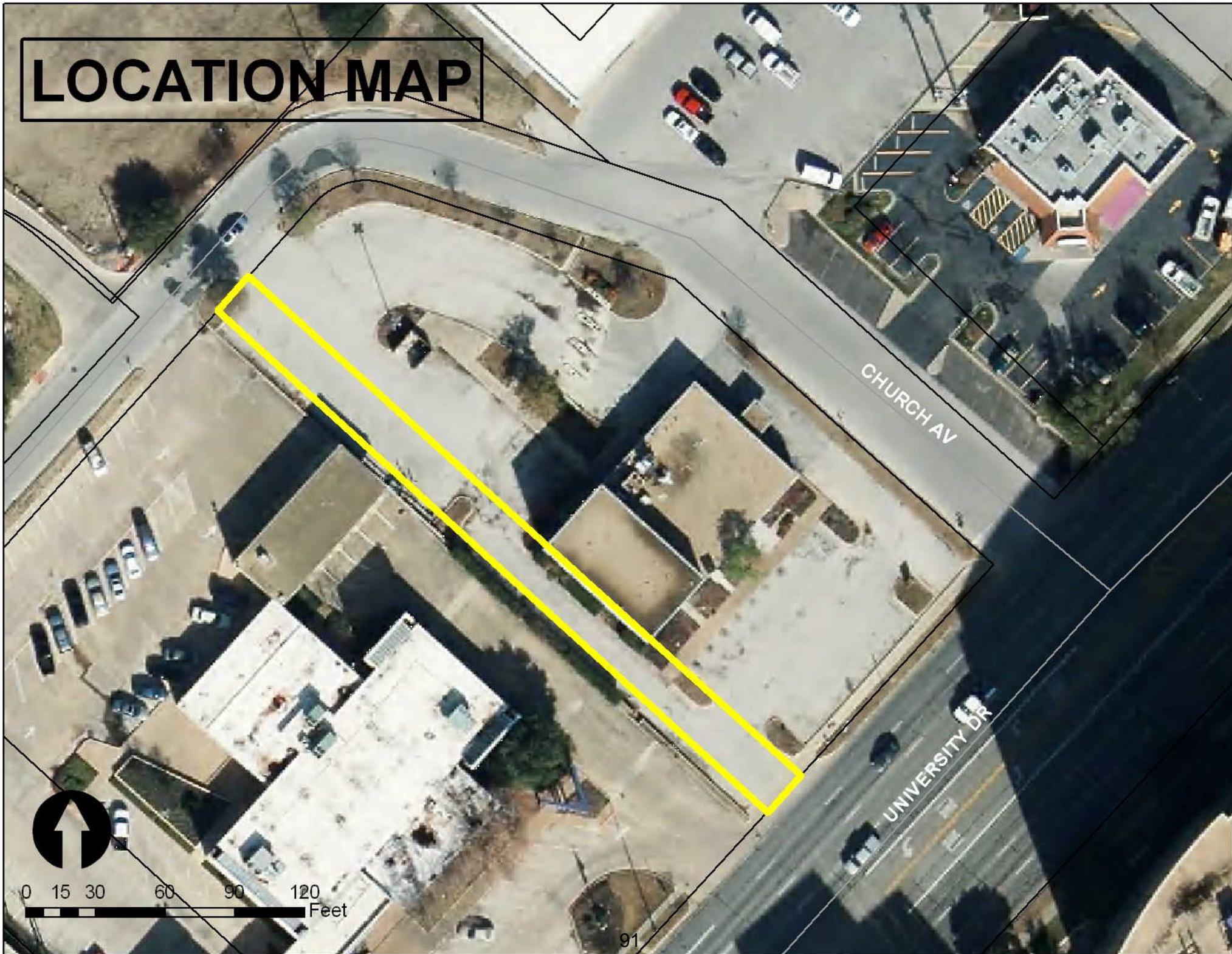
Summary: This easement abandonment accommodates future development of the subject tract. A storm sewer main exists in the public utility easement as described above and will be removed and relocate. The City has received a cash surety to assure the completion of the storm sewer removal and re-location, as well as a temporary blanket easement to cover the storm sewer removal and re-location.

Budget & Financial Summary: N/A

Attachments:

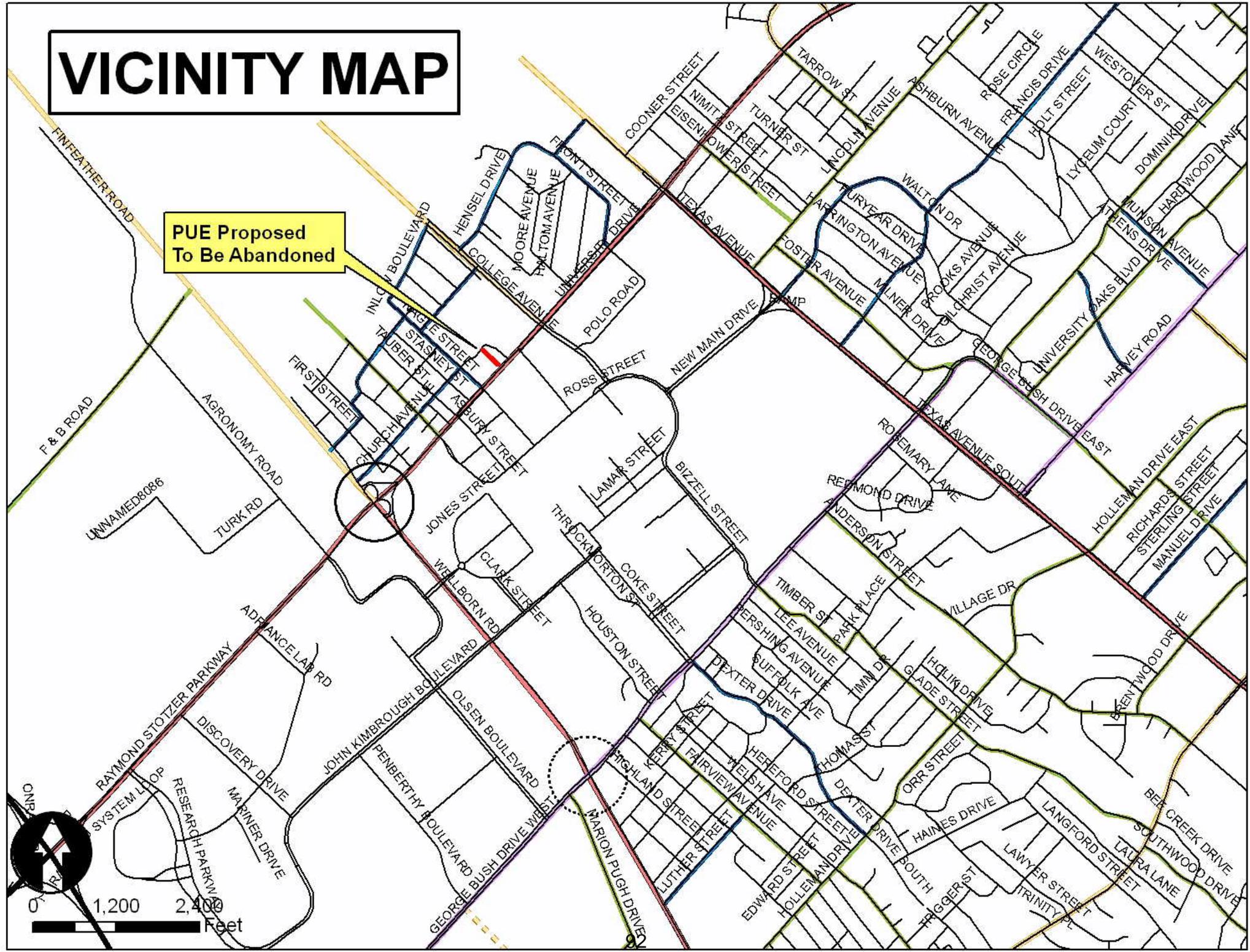
1. Attachment 1 - Vicinity Map
2. Attachment 2 - Location Map
3. Attachment 3 - Ordinance
4. Attachment 4 - Ordinance Exhibit "A"
5. Attachment 5 - Application for Abandonment (On file with the City Secretary)

LOCATION MAP



VICINITY MAP

PUE Proposed
To Be Abandoned



ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.1444 ACRE, 20-FOOT WIDE PUBLIC UTILITY EASEMENT RECORDED IN VOLUME 2163, PAGES 223-225 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, AND LOCATED ALONG THE SOUTHWEST PROPERTY LINE OF A PARCEL OF LAND SITUATED IN THE J.E. SCOTT LEAGUE, ABSTRACT NO. 50, AND BEING A 0.986 ACRE TRACT AS DESCRIBED BY WARRANTY DEED RECORDED IN VOLUME 7609, PAGE 150 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.1444 acre, 20-foot wide public utility easement recorded in Volume 2163 Pages 223-225 of the Official Records of Brazos County, Texas, and located along the southwest property line of a parcel of land situated in the J.E. Scott League, Abstract No. 50, and being an 0.986 acre tract as described by warranty deed recorded in volume 7609, page 150 of the Official Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portion hereinafter referred to as the "Easement"); and

WHEREAS, the 20-foot Easement described above contains a public storm sewer main that will be removed and relocated and the City has received a cash surety to assume the removal and relocation of said storm sewer main and a temporary blanket easement to allow City to access to same; and

WHEREAS, in order for the Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Easement described in Exhibit "A" attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Easement.
3. There is no anticipated future public need or use for the Easement.

- 4. Abandonment of the Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Easement as described in Exhibit "A" be abandoned and vacated by the City.

PART 3: That the 0.1444 acre, 20-foot public utility easement as described above and in Exhibit "A" attached hereto, be abandoned only upon completion of the following condition:

- 1. That the Applicant shall, upon completion of the removal and relocation of the storm sewer main, convey by separate instrument or plat to the City a public utility easement or right-of-way at the location of said storm sewer main, in a form acceptable to the City.

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

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

559200

FILED

UTILITY EASEMENT
(Specific Property)

JUL 21 11:50
Debra Johnson
BRAZOS COUNTY COURTHOUSE
BOYD, TEXAS
BY _____
CLERK

STATE OF TEXAS }
COUNTY OF BRAZOS }

KNOW ALL MEN BY THESE PRESENTS:

That, GUARANTY FEDERAL BANK F.S.B., GRANTOR, of the County of Brazos, State of Texas, for the good and valuable consideration, in hand paid to GRANTOR by the CITY OF COLLEGE STATION, TEXAS, GRANTEE, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto the said CITY OF COLLEGE STATION, a Texas Municipal Corporation, certain rights and interests in the nature of a perpetual EASEMENT on and through the following described property:

Being all that certain tract or parcel of land lying and being situated in the J.E. SCOTT LEAGUE, Abstract No. 50, in College Station, Brazos County, Texas, and being a portion of the 0.986 acre tract called Tract One conveyed by Robert B. Wallman to Guaranty Federal Bank, F.S.B. on June 12, 1992, by Warranty Deed recorded in Volume 1525, Page 262 of the Official Records of Brazos County, Texas;

provided, however, that this conveyance shall grant the rights herein specified only as to that portion of the above described property more particularly described by metes and bounds on the attached Exhibit "A", known as the "Easement Area", and any additional area outside the easement area necessary to install and attach equipment, guy wires, and anchors necessary and incident to the uses of the Easement Area.

To erect, construct, install, and thereafter use, operate, inspect, repair, maintain, reconstruct, modify, and remove the following:

- Electric transmission and distribution lines;
- Water lines and sanitary sewer lines, connecting lines, access facilities, and related equipment;
- Television, telephone, and communications lines;

upon, over, and across said property as herein described and any ways, streets, roads, or alleys abutting same; and to cut, trim and control the growth of trees and other vegetation on and in the easement area or on adjoining property of GRANTOR, which might interfere with or threaten the operation and maintenance of any public utility equipment, accessories, or operations. It is understood and agreed that any and all equipment and facilities placed upon said property shall remain the property of GRANTEE.

GRANTOR expressly subordinates all rights of surface use incident to the mineral estate to the above described uses of said surface by GRANTEE, and agrees to lender's subordinations on behalf of GRANTEE. GRANTOR will provide GRANTEE with the names and addresses of all lenders.

It is expressly understood that the GRANTOR or future Owners of this property reserve the right to use this EASEMENT for all purposes which do not interfere with or prevent its use by the GRANTEE.

TO HAVE AND TO HOLD the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, forever, and GRANTOR does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

EXECUTED this 30th day of June, 1994.

GUARANTY FEDERAL BANK F.S.B.

BY: J. Michael Cornwall
J. Michael Cornwall, President

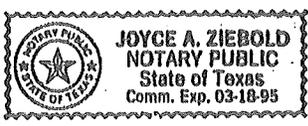
APPROVED AS TO FORM.
THIS DOCUMENT MAY NOT
BE CHANGED WITHOUT
RE-SUBMISSION FOR APPROVAL.

STATE OF TEXAS *
COUNTY OF Dallas *

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on the 30th day of June, 1994, by J. MICHAEL CORNWALL, as President of GUARANTY FEDERAL BANK F.S.B., on its behalf.

Joyce A. Ziebold
Notary Public in and for
the State of Texas



FIELD NOTES
20 FOOT WIDE PUBLIC UTILITY EASEMENT
0.1444 Acres

Being all that certain tract or parcel of land lying and being situated in the J. E. SCOTT LEAGUE, Abstract No. 50, in College Station, Brazos County, Texas, and being a portion of the 0.986 Acre Tract called Tract One conveyed by Robert B. Waltman to Guaranty Federal Bank, F.S.B. on June 12, 1992, by Warranty Deed Recorded in Volume 1525, Page 262 of the Official Records of Brazos County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING: at a 5/8-inch iron rod found at the most southerly corner of the said 0.986 Acre Tract, said iron rod also being in the northwest right-of-way line of F.M. 60 (University Drive);

THENCE: N 45° 22' 10" W along the southwest line of said 0.986 Acre Tract, also being a common line with the northeast line of a called 1.622 Acre Tract as described by a deed recorded in Volume 189, Page 403 of the Deed Records for a distance of 314.43 feet to a 5/8-inch iron rod found in the southeast right-of-way line of Church Street (based on a 40-foot width), according to a deed recorded in Volume 303, Page 823 of the Deed Records;

THENCE: N 44° 25' 00" E along said Church Street right-of-way for a distance of 20.00 feet to a PK nail set in asphalt for corner;

THENCE: S 45° 22' 10" E into the interior of said 0.986 Acre Tract for a distance of 314.50 feet to a PK nail set in asphalt for corner in the southeast line of said tract;

THENCE: S 44° 38' 42" W for a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.1444 acres of land, more or less.

I, Michael R. McClure, Registered Professional Surveyor No. 2859 in the State of Texas do certify to the best of my knowledge information and belief and in my professional opinion that this survey is true correct and agrees with a survey made on the ground under my supervision.

By:

Michael R. McClure 11/23/93
Michael R. McClure, R.P.L.S. #2859

EXHIBIT "A"

May 14, 2012
Regular Agenda Item No. 3
Residential Utility Deposit/Commercial Delinquent Fee Increase Presentation

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director, Business Services

Agenda Caption: Presentation, and discussion regarding a proposed ordinance amending Chapter 11, "Utilities" Section 11-1, "General Provisions", sections B-D and K of the Code of Ordinances of the City of College Station, Texas, having the effect of raising utility deposit amounts for residential Utility customers and raising the delinquent fee amount for commercial customers.

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

Recommendation: Staff recommends Council receive the report and provide direction. If Council provides direction to move forward, the ordinance will be placed on the May 24 consent agenda.

Summary: The attached ordinance implements an increase to the utility deposit amounts charged for residential customers and clarifies when deposits will be collected. Increasing the utility deposit amounts will help offset the dollar amount of write offs each year. The write off amounts have been increasing in recent years.

Currently all residential customers are billed the same deposit amount of \$105.00 for electric service and \$30.00 for water service after they demonstrate a slow payment history.

The proposed ordinance will require customers, at the time of connection, to make a deposit equal to one and one half times the estimated average monthly utility bill amount unless exemption criteria is met. Exemption criteria for homeowners will be maintaining a credit history of no more than 2 late payments in a 12 month period. Renters will be exempt if they enroll in Auto Pay which is a service provided that automatically pays the utility bill monthly electronically. The average deposit for a residential account receiving all services would be \$350.00.

The delinquent service fee for commercial customers is proposed to be increased to \$150 when services are disconnected for nonpayment and a reconnect has been requested. This amount is in line with the cost to provide this service. Currently these customers are charged \$25.00 which is not covering the cost of this reconnect service.

Budget & Financial Summary: Utility write offs will be reduced.

Attachments:

1. Proposed Ordinance
2. Deposit Criteria

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 11, "UTILITIES" BY AMENDING SECTION 11-1 "GENERAL PROVISIONS", SECTIONS B – D AND K OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That the Code of Ordinances of the City of College Station, Texas **CHAPTER 11, "UTILITIES" BY AMENDING SECTION 11-1 "GENERAL PROVISIONS", SECTIONS B – D AND K**, be amended as set out in **Exhibit "A"**, attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not less than Twenty-Five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

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

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

That the Code of Ordinances of the City of College Station, Texas **CHAPTER 11, “UTILITIES” SECTION 11-1 “GENERAL PROVISIONS”, SECTIONS B – D AND K** be amended and are to read as follows:

B. Deposits and Administrative Charges for utility service.

- (1) **Administrative Charges.** Any person desiring utility service from the City of College Station, Texas, shall be required to pay an administrative charge covering the cost of labor for the connection of utility service.
- (2) **Deposits.** Deposits will be required from all customers, unless they are exempt from such deposit.

C. Residential Service.

- (1) **Deposits required.** Residential customers shall make a deposit in the amount of one and one half (1 ½) times the estimated average monthly bill for their service location for the preceding year.
- (2) **Deposit Exemptions**
 - (a) The owner of the location is exempt from a deposit, unless the account is paid late more than two (2) times in a twelve (12) month period or the account is disconnected for nonpayment.
 - (b) Any customer that enrolls in Auto Pay, unless there is a returned payment.
- (3) **Deposit Returned.** Residential customers who have twenty four (24) consecutive months of service with not more than two (2) late payments may request that the deposit be returned to them by the City. The deposit will be applied to their utility account. A subsequent failure to maintain a good payment history shall be deemed as just cause to require a subsequent cash deposit.

D. Commercial and Industrial Customers.

- (1) **Deposits Required.** Any commercial or industrial customer shall make a deposit with the City in an amount sufficient to cover the average utility bill for a two-month period. An average of the locations last twelve (12) monthly bills, or an estimate of the annual bill amounts shall be used in computing the minimum deposit. Such deposit may be made in the form of cash, the pledging and assignment of a certificate of deposit, a valid non-documentary bank letter of credit, or placement of a surety bond with an insurance company licensed to do business in Texas, with the best bond rating as accepted by the City.
- (2) **Deposit Exemptions.** Commercial and industrial customers who provide an acceptable

letter of credit from a previous utility company showing at least twenty four (24) months of service with no late payments, no returned checks and no disconnects for nonpayment in the most recent twelve (12) month period will be exempt from deposit. Failure to maintain a good payment record shall be deemed as just cause to require a deposit as outlined in paragraph (1) of this subsection.

(3) Deposit Returned. Commercial and industrial customers who have twenty four (24) consecutive months of service and have no late payments in the last twelve (12) months may request that their deposit be released by the City. A subsequent failure to maintain a good payment record shall be deemed as just cause to require a deposit as outlined in paragraph (1) of this subsection.

K. Disconnection and Reconnections.

(1) When Utility Connections may be Severed.

(a) All utility connections may be severed for any customer who fails to pay all or any part of his total bill by the due date.

(b) Any person found to be in violation of any section of the chapter shall be served a written notice stating the nature of the violation. The City is authorized to immediately disconnect the offending person's service upon such notice and to not reconnect the service as long as the violation continues.

(2) Restoration of Services.

(a) When connections for services have been severed, or are considered to be severed, the same shall be restored only when all amounts past due to the City have been paid in full.

1. A twenty-five dollar (\$25.00) delinquent fee will be charged on each residential account.

2. A one hundred fifty dollar (\$150.00) delinquent fee will be charged on each commercial account.

(b) All connections, reconnections and disconnections shall be made only by an authorized representative of the City.

New Deposit Criteria

RESIDENTIAL

Homeowners will be exempt from putting down an initial deposit. After two late payments in twelve months, the deposit will be billed in one installment. Exemption from deposit will be for those who enroll in auto pay. After the first auto pay return/non-payment, the deposit will be billed in one installment.

Renters will be billed deposit on the first month's bill in one installment. The only exemption from deposit will be for those who enroll in auto pay. After the first auto pay return/non-payment, the deposit will be billed in one installment.

Deposit amount for all residential accounts is 1 ½ times the estimated average monthly bill.

Deposit amounts will be evaluated periodically to ensure adequate deposits are collected. If additional deposits are required they will be billed.

Should an account be disconnected for nonpay, the deposit amount will be evaluated to ensure adequate deposit is on account. If not, additional deposit amounts will be collected.

Deposit Refunds – Requires twenty four months of service with no more than two late payments.

COMMERCIAL

Commercial accounts will continue to pay a deposit of two times the annual estimated bill amount. Exemption will be letter of credit from utility company showing twenty four months of service with no late payments, returned checks, or disconnects for non-pay in most recent twelve months.

Deposit Refunds – same as letter of credit criteria.

May 14, 2012
Regular Agenda Item No. 4
Naming Policy for City Facilities and Sub-facilities

To: David Neeley, City Manager

From: David Schmitz, Director, Parks and Recreation Department

Relationship to Strategic Goal: Providing Core Services and Infrastructure

Agenda Caption: Presentation, possible action and discussion regarding a recommendation for revision to the Naming Policy for City Facilities and Sub-facilities.

Recommendation(s): Staff recommends approval of the revisions to the Naming Policy for City Facilities and Sub-facilities.

Summary: The revisions to the existing guidelines more accurately detail the criteria and procedures for "naming" city facilities. Several cities were studied and the proposed revisions are an integration of the current City of College Station guidelines and those cities. The revised guidelines most close follow the guidelines from the City of Sugarland.

The revised guidelines include definitions of facilities and sub-facilities, naming criteria and guidelines, restrictions on the naming of facilities, procedures for the naming process, guidelines for the renaming process, and addresses plaques, markers and memorials.

Budget & Financial Summary: N/A

Attachments:

1. College Station Guidelines for the Naming of Public Facilities (April 8, 2004).
2. Naming Policy for City Facilities and Sub-facilities
3. Guidelines for City Dedication Plaque Policy
4. Policy and Procedures for Personal Memorials on City Property

City of College Station, Texas
GUIDELINES FOR THE NAMING OF PUBLIC FACILITIES

Approved April 8, 2004 - Agenda Item 10.10

Purpose

The purpose of these guidelines is to establish a systematic and consistent approach for the official naming of public facilities in the City of College Station, including parks, facilities, recreational areas, streets, and municipal buildings.

Objectives

- Ensure that parks, facilities, recreational areas, and municipal buildings are easily identified and located.
- Ensure that given names to parks, facilities, recreational areas, and municipal buildings are consistent with the values and character of the area or neighborhood served.
- Encourage public participation in the naming, renaming, and dedication of parks, facilities, recreational areas, and municipal buildings.
- Encourage the dedication of lands, facilities, or donations by individuals and/or groups.
- Advance the reputation of the City as well as increase the understanding and public support for its programs.

Criteria

The practice of the City of College Station is to name parks, recreation areas, facilities, and municipal buildings through an adopted process utilizing the above objectives, emphasizing community values and character, local and national history, geography, the environment, civics, and service to the City of College Station. Therefore, the following criteria shall be used in determining the appropriateness of the naming designation:

- Neighborhood, geographic, or common usage identification;
- A historical figure, place, event, or other instance of historical or cultural significance;
- National and state historical leaders or heroes, both past and present;
- An individual, living or deceased [a] who has made a significant land and/or monetary contribution to the park, recreation area, facility, or municipal building, or [b] who has had the contribution made "In Memoriam" and when the name has been stipulated as a condition of the donation;
- An individual, living or deceased, who has contributed outstanding civic service to the City;
- Predominant plant materials; or
- Streams, rivers, lakes, and creeks.

Facilities or specialized areas may have a name different from that of the larger park, recreation area, facility, or municipal building.

When feasible, the process to name parks, recreation areas, facilities, and municipal buildings should begin within twelve (12) months after the City has acquired title to the land and/or formally accepted the dedication.

Names that are similar to existing parks, recreation areas, facilities, and municipal buildings should not be considered in order to minimize confusion.

Renaming

The City reserves the right to change the name of a park, recreation area, facility or municipal building to maintain consistency with these guidelines. However, renaming carries with it a much greater burden of process compared to initial naming. Tradition and continuity of name and community identification are important community values. Each request to rename must meet the criteria of this policy, but meeting all criteria does not ensure renaming.

Procedures

Upon approval of these guidelines by Council, procedures consistent with the guidelines will be developed. It is anticipated that naming/renaming requests will be submitted to the City Manager. The Manager will then forward the request through an appropriate board, committee, or organization or directly to the City Council for approval. (For example, if the naming or renaming request is for a parks facility, the City Manager will submit the request to the Parks and Recreation Advisory Board who will review and make a recommendation. The City Manager will review that recommendation and then submit it to Council for approval.)

The City Council may, upon its own initiative, name or rename a City facility without following these guidelines. An individual council member may submit a naming suggestion to the City Manager, who will then apply the guidelines and procedures.

CITY OF COLLEGE STATION

NAMING OF CITY FACILITIES AND SUB-FACILITIES

PURPOSE

To establish uniform procedures and criteria for the naming of City-owned facilities and sub-facilities located in the City of College Station.

DEFINITIONS

Facility: Major City-owned buildings, parks and trails built for permanent use.

Sub-Facility: Minor City-owned structures within a Major Facility, including but not limited to: swimming pools, pavilions, tennis courts, large water features, trail sections or meeting rooms.

POLICY

The City Council shall have the authority to name City-owned facilities and sub-facilities according to the procedures and criteria established below.

General Naming Criteria and Guidelines.

In order to be considered a qualifying name, the proposed name for a facility or sub-facility must satisfy one of the following criteria:

- A. Be descriptive of a geographic location or a significant natural feature in or near the facility, or an adjoining subdivision, street, or school.
- B. Commemorate historical events, groups or individuals that remain of continued importance to the City, region, State, and/or Nation.
- C. Commemorate individuals who are deceased and have a history of exceptional community service or contributions to the facility's best interests and purposes, such as:
 - a. Involvement in a leadership role in civic organizations that are devoted to community improvement;
 - b. Assistance to the underprivileged, as well as people with physical or intellectual disabilities;
 - c. Active promotion of effective programs for youth or senior citizens within the community;
 - d. Active promotion of and organizing community events and activities that have enriched the quality of life within the community;
 - e. Active promotion of and directed efforts to improve the aesthetic appearance and environmental quality of the community; or

- f. Leading efforts to collect, promote and retain the historical heritage of the community.
- D. Commemorate individuals who made significant contributions to the City's acquisition or development of the facility.
- a. If a facility is named to commemorate or honor an individual or group, the relative importance of the facility to be named after the individual or group should match the respective stature, characteristics and contributions. The following circumstances may be considered in naming of a facility after a donor, benefactor or group:
 - i. Land for the majority of the facility was deeded to the City;
 - ii. Contribution of a minimum of 50% of the capital construction costs associated with developing the facility; or
 - iii. Provision of an endowment for at least 50% of a facility's estimated useful life for the continued maintenance and/or programming of the facility.
 - b. The City Council may alter these guidelines if deemed necessary.
 - c. The City reserves the right to utilize criminal background checks as part of the vetting process in order to ascertain an honoree's good character.
- E. Recognize organizations involved in a public-private partnership with the City that have made significant financial or capital contributions to the acquisition or development of the facility. This includes any Naming Rights Agreement approved by City Council.
- F. Have historical, cultural, or social significance for future generations.
- G. Research indicates that the area around the facility, or the facility itself, has been commonly named in an unofficial capacity by residents.

Restrictions on the Naming of Public Facilities and Sub-Facilities.

- A. No duplication of other facility's or sub-facility's names To minimize confusion, facilities will not be subdivided beyond the level of sub-facilities for the purpose of naming unless there are readily identifiable physical divisions such as roads or waterways.
- B. Facility names that might be considered discriminatory or derogatory will not be considered.
- C. Facility names will not advocate for or promote a current political figure, political affiliation, ideology or religion.

PROCEDURE

Guidelines for Naming Process

Naming of Major Facilities

- A. A permanent name for the facility should be finalized no later than the 50% completion mark in the construction or acquisition process.
 - a. Prior to the permanent naming of a facility, the location shall be referred to by its address or location designation until the facility is given an official name.
- B. The City will utilize a Council Facilities Task Force to facilitate the naming of facilities.
- C. The Council Facilities Task Force will proceed with the naming of a facility according to the following:
 - a. The facility naming process is initiated with the approval of the design, construction or acquisition of a facility.
 - b. The City Council may choose from a variety of sources for name recommendations (i.e. Council member, staff or donor recommendations, historical review of the site, recommendations from the Parks and Recreation Advisory Board, recommendations from previous owners, etc.). Names may be suggested by citizens and/or community groups by submission to the Mayor, City Council or City Manager.
 - c. Names may be submitted by the departmental owner of the facility, executive management, the Mayor or members of the City Council.
 - d. All names for City facilities will be approved by a majority City Council vote regardless of the source of the name's recommendation.

Naming of Sub-Facilities

- A. All requests for the naming or renaming of a sub-facility shall be made in writing to the Director of Parks and Recreation for parks sub-facilities or to the City Manager for all other sub-facilities. Written requests should at a minimum contain the following:
 - a. The proposed name;
 - b. Reasons for the proposed name;
 - c. Written documentation indicating community support for the proposed name (if applicable);
 - d. If proposing to name a facility within a park, include a description/map showing the location of the facility; and
 - e. If proposing to name a facility after an individual, group, donor or benefactor, include documentation of that person or group's significance and good reputation in the City's, State's, or Nation's history. Please refer to the commemorative naming conditions for an individual found in this policy.
- B. Upon receipt, the Director of Parks and Recreation or the City Manager will:

- a. Review the proposed request for its adherence to the policies of the City of College Station and
 - b. Ensure that supporting information has been authenticated, particularly when an individual's name is proposed as the facility's or sub-facility's name.
- C. When deemed appropriate, the City Manager will recommend the Facilities Task Force review sub-facility renaming suggestions.
- D. The Facilities Task Force will review the sub-facility naming request at a Facilities Task Force meeting and make a recommendation to the City Council. In all cases, the City Council will have the final authority in accepting or rejecting the naming proposal by majority.

Guidelines for Re-Naming Process.

- A. The renaming of facilities or sub-facilities is discouraged. It is recommended that efforts to change a name be subject to a critical examination so as not to diminish the original justification for the name or discount the value of the prior contributors.
 - a. Parks or other facilities named by deed restriction shall not be considered for renaming.
 - b. Parks and facilities named after individuals shall not be renamed unless it is determined that the individual's personal character is or was such that the continued use of the name for a facility would not be in the best interest of the City or community. Exceptions may be considered in cases of changes in use of facilities or for facility demolitions.
- B. If it is decided by the City Manager that it is in the best interest of the City to rename a major or sub-facility, it may be renamed in accordance with the criteria and guidelines outlined in the procedures of this policy.

Plaques, Markers and Memorials.

- A. Plaques, markers and memorials may be incorporated into a facility or sub-facility during the design phase of the project. Plaques, markers, and memorials that are incorporated into the design of a facility will be subject to the same oversight and controls as applicable to the rest of the project.
- B. Plaques, markers, and memorials added to a facility or sub-facility after its completion and opening will be designed and installed according to the City's Dedication Plaque Policy.

CITY OF COLLEGE STATION

CITY DEDICATION PLAQUE POLICY

PURPOSE

The purpose of this policy is to establish uniform instructions and procedures for developing the design and content of dedication plaques for City facilities and sub-facilities.

DEFINITIONS

- Current: In office or in the City services at the time of construction completion/ dedication.
- Dedication Plaque: A plaque recognizing the official City dedication of City facilities
- Former: In office or in City service at the time the design contract was approved by City Council.
- Major Facility: Major City-owned buildings and parks built for permanent use.
- Sub-Facility: Minor City-owned structures within a major facility, such as a swimming pool, pavilion, tennis court, large water feature, or meeting room.
- Department Head: Staff member responsible for the organizational area of the facility.

POLICY

Design and installation of dedication plaques in all major facilities or sub-facilities should follow the guidelines and procedures as outlined in the policy below.

PROCEDURE

Section 1. Dedication of Major Facilities.

A. Inscription

1. When buildings are dedicated or remodeled through the use of public funds, the traditional practice is to have a plaque installed dedicating the facility. When use of plaques is desired, the inscription on such shall be limited to the following, when applicable:
 - a. Facility or sub-facility name,
 - b. The inscription "City of College Station" (if not included in the facility name),
 - c. Date of dedication (i.e. Dedicated Day Month Year),
 - d. The official City of College Station seal or logo,
 - e. Names of the current City Council
 - i. By name and title, the current Mayor, followed by the current City Council members by name and position in numerical order (see Exhibit A)

- f. Names of the former City Council
 - i. By name and title, the former Mayor(s), followed by all former City Council members, by name and listed by office, in numerical order, (see Exhibit A)
 - g. City Staff
 - i. By name and title, the current and, if applicable, former City Manager;
 - ii. By name and title, the current and, if applicable, former Assistant City Manager(s) responsible for the organizational area of the facility;
 - iii. By name and title, the current and, if applicable, former Department Head(s), and applicable staff responsible for the organizational area of the facility; and
 - iv. By name and title, the current and, if applicable, former staff project manager(s) responsible for managing the design and construction of the facility.
 - h. Project Team
 - i. By company name and title, the appropriate construction partners, such as Architect and General Contractor; and
 - ii. If applicable, a funding acknowledgement of any substantial contributions toward the project.
2. If the plaque is for the dedication of major remodeling or expansion of a facility and at the time of remodeling or expansion other plaques exist and are exhibited, the previously installed plaques will be retained and appropriately displayed in the remodeled facility.

B. Format

1. Building dedication plaques should be sized to complement the surroundings, at a minimum be 21" x 15" in size, and be made out of cast bronze with a leatherette dark bronze background and satin bronzed finish on all raised surfaces (such as lettering, borders, seal or logo), or other appropriate material, as determined with the appropriate executive team member approval.
2. The formatting of the inscriptions should follow the example in Exhibit A (attached).

C. Placement & Location

1. Building dedication plaques are to be affixed to the building at or near the main entrance.
2. Park dedication plaques are to be located at or near the main pedestrian entrance to the park, or placed in a prominent location within the park which is highly visible to the public as determined by the Parks and Recreation Department Head.

D. Design & Approval Process

1. The Project Manager responsible for the construction or rehabilitation of the facility is responsible for creating the dedication plaque, Exhibit A, proposing where it will be located, and routing it for approval.
2. Prior to purchase of and installation of the dedication plaque, its design and location must be approved and initiated by the appropriate executive team member or his/her designee, Exhibit C.
3. Request for plaque approval, along with attached design graphics, must be approved by the Department Head, City Secretary, and the appropriate Executive Team Member or his/her designee within ten (10) business days from the date of submittal. The approval process will allow the Department Head to verify and suggest appropriate staff, the City Secretary to verify correct former and current City Council Members, and allow oversight by the Executive Team Member responsible for the organizational area of the facility.

Section 2. Dedication of Sub-Facilities

- A. Occasionally, requests are made to have plaques installed on sub-facilities (e.g. when a donation is made or a sub-facility is named in memory of an individual). Small dedication plaques for occasions must be approved by the appropriate Department Head and installed according to the following guidelines:
 1. When a sub-facility is named in memory or honor of an individual or group, the sub-facility Department Head has the discretion to allow a commemorative plaque no larger than 10" x 12" in size, including the name, date (day, month and year), a brief statement(s) in memory or honor of the individual or group, and the City of College Station Logo to be affixed in the appropriate place. The full cost of the plaque, as well as its continued maintenance, will be the responsibility of the City.
 2. The Department Head also has the discretion to allow additional plaques for identification purposes, if needed. The additional plaques shall be no larger than 6" x 10" in size, include the name of the area named in honor of the individual or group, and be affixed in the appropriate places the plaques are identifying. The full cost of the plaques, as well as their continued maintenance, will be the responsibility of the City.

SIGNATURES



INITIATING DEPARTMENT:

_____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

ASSISTANT
CITY MANAGER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

Policy Effective Date:



City of College Station
Policy and Procedure
Personal Memorials on City Property
Policy Number: _____

PURPOSE

To establish uniform guidelines for installation of personal memorials on City property.

SCOPE

The policies and procedure described below shall apply to College Station individual residents or groups who wish to have memorials installed on City property memorializing or honoring individuals. The policy is not intended to cover in scope large-scale donations made in memory of someone, such as fountains, reflection pools, land, etc.

AUTHORITY

These policies and procedures are established, directed, and authorized by the City Manager's office.

PROCEDURES

- A. All requests for memorials must be submitted with a Personal Memorial Request Form to the *designated City department*. Each submitted request must identify the proposed location by name and describe the memorial desired. The request form is attached.
- B. Requestor can choose one of the two available options for memorials:
 1. Park Bench- the City will choose the appropriate style and type of the bench that will best withstand weather conditions and vandalism and will conform to the benches already installed on City property and elsewhere. Typically a 6 foot Victor Stanley Steel CR-196 bench will be used. If the requestor so chooses, a plaque approximately 2" by 4" in size may be installed near the bench, provided the text on the plaque conforms to the approved memorial wording below. Benches will be installed adjacent to sidewalks or trails or near parking lots; *or*
 2. Tree- the City will choose an appropriate 30-65 gallon tree which will best conform to weather conditions and surrounding landscaping. If the requestor so chooses, a bronze plaque approximately 4" by 8" in size may be encased in a concrete base and installed at the base of the tree, provided the text on the plaque conforms to the approved memorial wording below. Trees will be planted adjacent to sidewalks or trails or near parking lots and will only be installed where adequate irrigation is available.
- C. Requestor may select one of the following memorial plaque wording options:
 1. "In Memory of" (name) (date of birth and death or date of memorial dedication).
 2. "In Loving Memory of" (name) (date of birth and death or date of memorial dedication).
 3. "In Honor of" (name) (date of birth and death or date of memorial dedication).
 4. In the dog park only: "In Honor of/In Memory of" (dog's name) Friend/Member of (name of individual, organization, or family). Multiple dogs may be included if the names of all dogs fit on one line without altering the standard font size.

- D. The City of College Station will be responsible for the site selection and installation of the tree, bench and/or plaque, as applicable. Specific dates of planting and installation of the tree, bench, and /or plaque cannot be guaranteed. Requests are processed in the order they are received. Trees are typically planted between November 1 and March 1, to ensure proper establishment. Benches may be installed at any time during the year, conditions permitting.
- E. The requestor will be responsible for the cost and installation of the tree, bench and/or plaque at his/her sole expense. The City of College Station will inform the requestor of the total cost of the proposed memorial, and the requestor will be responsible for paying the City designated contractor or vendor directly prior to any installation work by the City.
- F. The City will maintain the memorial, and will not be responsible for the repair or replacement of a memorial if it becomes damaged or defaced. Although the City will strive to make every reasonable attempt to place a tree where irrigation is available, the City is not responsible for the replacement of trees if they die. In addition, if the memorial becomes a safety hazard or no longer meets City standards, it may be removed without replacement.

ENFORCEMENT

The *designated City department* shall be responsible for enforcing this policy.



Personal Memorial Request Form
City of College Station Property

Requestor:

Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Email _____

For Whom: Please Print Clearly _____

Wording on Plaque:

_____ "In Memory of" (Name) (Date of birth and death or date of memorial dedication)

_____ "In Loving Memory of" (Name) (Date of birth and death or date of memorial dedication)

_____ "In Honor of" (Name) (Date of birth and death or date of memorial dedication)

_____ In the dog park only: "In Honor of/In Memory of" (dog's name) Friend/Member of (name of individual, organization, or family). Multiple dogs may be included if the names of all dogs fit on one line without altering the standard font size.

Type of Memorial

_____ Memorial Tree

_____ Memorial Bench

_____ Office Use Only _____

Purchase Date: _____

Fee Paid \$_____ Method of Payment: cash check credit/debt

Location Requested: _____

Placement Requested: _____

APPROVAL

City Manager or designee: _____

Date: _____

Revised: _____