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**Mayor**

Nancy Berry

Mayor Pro Tem

Karl Mooney

Interim City Manager

Kathy Merrill

Council members

Blanche Brick

Jess Fields

John Nichols

Julie M. Schultz

James Benham

Agenda
College Station City Council
Regular Meeting
Thursday, May 9, 2013 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

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

Presentation:

- Presentation to the Bicycle, Pedestrian and Greenways Advisory Board proclaiming May as National Bike Month.
- Presentation to St. Joseph Regional Health Center's Trauma Service proclaiming May as Trauma Awareness Month.

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

At the discretion of the Mayor, individuals may be allowed to speak on a Consent Agenda Item. Individuals who wish to address the City Council on a consent 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.

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 25, 2013 Workshop
- April 25, 2013 Regular Council Meeting
- May 2, 2013 Special Meeting

- b. Presentation, possible action, and discussion regarding approval of an Amendment to a Resolution that will authorize City staff to negotiate for the purchase of easements needed for the Bee Creek Parallel Trunk Line Project.
- c. Presentation, possible action, and discussion regarding award of a professional services contract (13-238) with Ray + Hollington Architects, Inc. in the amount of \$281,500 for the development of the Lick Creek Park Nature Center, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.
- d. Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and D&S Contracting Inc., in the amount of \$153,904 for the purposes of improvements to Iron Bridge Trail and Raccoon Run Trail in Lick Creek Park.
- e. Presentation, possible action and discussion on the first of two readings of a non-exclusive franchise agreement with MedStar Services, LLC for the purposes of collecting and disposing treated and untreated medical waste from various healthcare related facilities.
- f. Presentation, possible action, and discussion regarding approval of the Brazos Valley Wide Area Communications System (BVWACS) Operating Budget for FY 14 and authorizing the City's quarterly payments of approximately \$52,683 for an annual total of \$210,732; and approval of the BVWACS Capital Budget for FY 14 and payment of the City's share in the amount of \$73,460.53.
- g. Presentation, possible action, and discussion regarding approval of a real estate contract between the City of College Station and Dorothy Ross in the amount of \$119,900 for the sale of 1022 Crested Point with assistance provided through the HOME Reconstruction Loan Program and for the authorization of the City Manager to sign a temporary residential lease with Dorothy Ross for 1022 Crested Point.
- h. Presentation, possible action and discussion on a resolution amending the authorized representatives on the local government pool account, TexPool.
- i. Presentation, possible action and discussion on a resolution amending the authorized representatives on the local government pool account, Texas Short Term Asset Reserve ("TexSTAR").
- j. Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Grid Utility, LLC., in the amount of \$1,259,929.12 for Annual Electric System Construction & Maintenance Labor as needed.

Regular Agenda

At the discretion of the Mayor, individuals may be allowed to speak on a Regular Agenda Item. 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. Registration forms are available in the lobby and at the desk of the City Secretary.

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

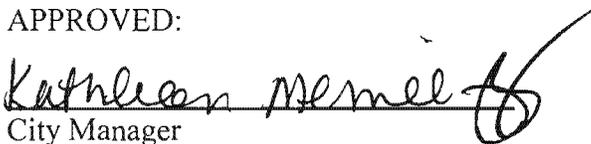
comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

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 dedication of the Training Room in the College Station Utilities Meeting and Training Facility to Mr. Bennie Luedke and all long-serving City of College Station employees for their years of service, dedication and hard work.
2. Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning approximately 14.2 acres for the property located at 2381 Earl Rudder Freeway South, generally located north of Raintree Drive and south of Horse Haven Estates, from PDD Planned Development District to approximately 7 acres NAP Natural Areas Preserve and approximately 7 acres SC Suburban Commercial.
3. Adjourn.

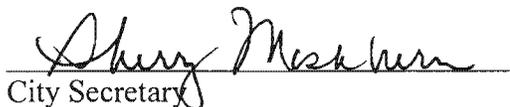
If litigation issues arise to the posted subject matter of this Council Meeting an executive session will be held.

APPROVED:


Kathleen McMill
City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, May 9, 2013 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 3rd day of May, 2013 at 5:00 p.m.


Sherry Mesburn
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 3, 2013 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 _____, 2013 By _____

City Council Regular Meeting

Page 4

Thursday, May 9, 2013

Subscribed and sworn to before me on this the _____ day of _____, 2013.

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 9, 2013
City Council Consent Agenda Item No. 2a
City Council Minutes

To: Kathy Merrill, Interim City Manager

From: Sherry Mashburn, City Secretary

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

- April 25, 2013 Workshop
- April 25, 2013 Regular Council Meeting
- May 2, 2013 Special Meeting

Attachments:

- April 25, 2013 Workshop
- April 25, 2013 Regular Council Meeting
- May 2, 2013 Special Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
APRIL 25, 2013

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor, absent

Council:

Blanche Brick
Jess Fields
Karl Mooney
John Nichols
Julie Schultz
James Benham, absent

City Staff:

Frank Simpson, City Manager
Kathy Merrill, 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 Pro Tem Mooney at 5:00 p.m. on Thursday, April 25, 2013 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, and §551.087-Economic Development Negotiations, the College Station City Council convened into Executive Session at 5:01 p.m. on Thursday, April 25, 2013 in order to continue discussing matters pertaining to:

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

- 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.
- Patricia Kahlden, individ. and as rep. of the Estate of Lillie May Williams Bayless v. Laura Sue Streigler, City of College Station and James Steven Elkins, No. 11-003172-CV-272, in the 272nd District Court of Brazos County, TX
- Tom Jagielski v. City of College Station, Cause No. 12-002918-CU-361, In the 361st District Court of Brazos County, Texas
- State v. Carol Arnold, Cause Number 11-02697-CRF-85, In the 85th District Court, Brazos County, Texas

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

- Legal issues related to municipal regulation of state property.

C. Deliberation on economic development negotiations regarding an offer of financial or other incentives for a business prospect; to wit:

- Discuss economic development incentive negotiations with TAMUS

The Executive Session adjourned at 5:44 p.m.

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.

Items 2b, 2c, 2e, 2g, 2j, and 2k were pulled for discussion.

(2b): Frank Simpson, City Manager, clarified the costs and benefits of participation in the Research Valley Technology Council and the Gig.U project.

(2c): Chuck Gilman, Director of Capital Projects, clarified the care for the trees that was included in the contract.

(2e): Councilmember Fields asked that this item be pulled from the agenda and be considered at a later meeting.

(2g): Jason Stuebe, Assistant to the City Manager, provided a map detailing the roadway improvements along the SH 249 corridor.

(2j): Timothy Crabb, Director of Electric Utilities, clarified the need for the wooden electric poles to be replaced by concrete and fiberglass poles.

(2k): Amy Atkins, Assistant Director of Parks and Recreation, explained that the restroom will be located further away from the skate bowl and more accessible from the tennis courts.

5. Recognition of award from American Public Power Association to College Station Utilities for providing the highest degree of reliable and safe electric service.

Mayor Pro Tem Mooney presented the Recognition Award from the American Public Power Association to representatives of the College Station Utilities for providing the highest degree of reliable and safe electric service.

6. Presentation and discussion regarding a web based utility outage viewer enabling customers to see real time electric outage information.

Jon Blalock, Utility Dispatch Superintendent, updated the Council on the web-based utility outage viewer. He briefly outlined the various menu options available, search options, outage detail, and the cause codes. The list of those who will benefit includes the City Manager's Office, Utility Customer Service, Public Works, PD dispatch, Public Communications, Water and Waste Water, Risk Management, and ultimately the customer. When an outage occurs, the customer can use the External View and see the area affected by the outage, if crews have been dispatched, and the status.

7. Presentation, possible action, and discussion on City of College Station 2013 bond sale and refunding and financing structure.

Jeff Kersten, Executive Director of Fiscal Services, presented an overview of the 2013 bond sale and refunding and financing structure and provided the 2013 bond sale calendar. He explained the process for the Negotiated Sale. Underwriters are chosen through an RFP process. Maximum bond par parameters are set, and maximum interest rate and maturities are set for new money. They must have at least a 5% net present value savings on the refunded bond. The City Manager or Executive Director of Business Services is given authority to execute the sale through adoption of the Bond Ordinance. The 2013 bond sale for Streets and Transportation will total \$6,525,000 and for Parks and Recreation the total is \$2,725,000 for a General Obligation Bond total of \$9,250,000. The total for certificates of obligation is \$10,450,000 for electric and wastewater projects. The debt issuance cost is 0.60% of the total bond issue and refunding. The new money total is \$19,700,000.

The maximum refunded total for the Series 2005 and 2005A refunding is \$19,700,000. There is a projected net present value savings (as of April 18, 2013) of \$1,304,606 for a 10.3694% projected savings. Council is asked tonight to authorize Publication of Notice of Sale for Certificates of Obligation. On June 13, Council will consider approval of the sale parameters, appoint the Paying Agent/Registrar, appoint Underwriters, and adopt Bond Ordinances and authorize the preparation of the Official Statement. The potential pricing window is June through November and the closing window is July through December.

8. Council Calendar

- **April 26** **Keep Brazos Beautiful Annual Awards Gala at CS Hilton, 6:00 pm.**
- **April 30** **Council Transportation & Mobility Committee at City Hall Administrative Conference Room, 3:30 pm.**
- **April 30** **2013 Jefferson Awards Recipients at Annenberg Presidential**

- May 2 Conference Center - Hagler Auditorium, 6:30 pm.
B/CS Chamber of Commerce & George Bush Presidential Library and Museum for Business After Hours at 1000 George Bush Drive W, 5:30 pm.
- May 2 P&Z Workshop/Meeting, Council Chambers, 6:00 p.m. (Karl Mooney, Liaison)
- May 4 Habitat for Humanity Wall Raising - Thomas Family at 1209 Arizona, 8:00 am.
- May 6 Bicycle, Pedestrian & Greenways Advisory Board Meeting in Council Chambers, 3:00 pm.
- May 9 Council Group Photos in Council Chambers, 4:00 pm.
- May 9 Executive Session/Workshop/Regular Meeting at 4:30, 6:00 & 7:00 p.m.

Council reviewed the Council calendar. Councilmember will attend P&Z on May 2.

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.

There were no items requested.

10. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Arts Council of Brazos Valley, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVW ACS, Compensation and Benefits Committee, Convention & Visitors Bureau, Design Review Board, Economic Development Committee, Gigabit Broadband Initiative, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Youth Advisory Council, Zoning Board of Adjustments.

City Manager Frank Simpson reported on the RVP.

11. Adjournment

MOTION: There being no further business, Mayor Pro Tem Mooney adjourned the workshop of the College Station City Council at 6:59 p.m. on Thursday, April 25, 2013.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
APRIL 25, 2013

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor, absent

Council:

Blanche Brick
Jess Fields
Karl Mooney
John Nichols
Julie Schultz
James Benham, absent

City Staff:

Frank Simpson, City Manager
Kathy Merrill, 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 Pro Tem Mooney at 7:08 p.m. on Thursday, April 25, 2013 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.

Boy Scout Troop 977 led the assembly in the Pledge of Allegiance. Present were Scout Master Dr. Todd Watson, and Assistant Scoutmasters John Moehring, Keo Ehrhardt, Bennie Pâté, and Robert Turner. Troop members present included Clay Turner, Zac Watson, James Pâté, Stanley Yang, Hayden Ehrhardt, Alexander Gonzalez, Stephen Moehring, Cris Cain, Omar Cantu, Nathan Stewart, and Clayton Collier.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Fields, the City Council voted five (5) for and none (0) opposed, to approve Mayor Berry's and Councilmember Benham's absence requests. The motion carried unanimously.

Presentation:

Fire Chief R. B. Alley was recognized for receiving the Texas Fire Chiefs Association Fire Chief of the Year, as well as Captain Paul Gunnels who received the President's Award for Excellence.

Citizen Comments

There were no citizen comments.

CONSENT AGENDA

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

- **April 11, 2013 Workshop**
- **April 11, 2013 Regular Council Meeting**

2b. Presentation, possible action and discussion on a funding agreement amendment between the City of College Station and the Research Valley Partnership (RVP) for FY13 in the amount of \$25,000 for expenses related to participation in the Gig U project; and consideration of a General Fund Contingency Transfer in the amount of \$25,000.

2c. Presentation, possible action and discussion regarding approval of annual contracts for Landscape Maintenance and Mowing of City Sites to Green Teams, Inc for \$562,483.00 and Roots Landscaping, LLC for \$ 17,500., and Landscaping, LLC for \$17,500.00.

2d. Presentation, possible action, and discussion regarding approval of Resolution 04-25-13-2d, authorizing City staff to negotiate for the purchase of right-of-way and an easement needed for the Barron Road East Extension Project.

2e. Presentation, possible action, and discussion regarding award of a professional services contract (13-238) with Ray + Hollington Architects, Inc. in the amount of \$281,500 for the development of the Lick Creek Park Nature Center, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

2f. Presentation, possible action and discussion on an Advance Funding Agreement (AF A) Amendment between the City of College Station and the State of Texas, acting through the Texas Department of Transportation (TxDOT), for the Rock Prairie Road Bridge Improvements Project.

2g. Presentation, possible action, and discussion regarding Resolution 04-25-13-2g, supporting development of The State Highway 249 Corridor.

2h. Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and DELTAWRX in the amount of \$186,289.00 for the purposes of gathering needs and requirements and leading the City through the acquisition and implementation process for the replacement of the City's current Computer Aided Dispatch (CAD), Police Records Management system (RMS), and several ancillary systems.

2i. Presentation, possible action and discussion to approve Resolution 04-25-13-2i, directing publication of notice of intention to issue certificates of obligation, series 2013; and providing an effective date.

2j. Presentation, possible action, and discussion regarding award of Contract #13-168 for the replacement of rotten wooden utility power poles to Trusty Construction Company, LLC. in the amount of \$314,495 and authorizing the City Manager to execute the contract on behalf of the City Council.

2k. Presentation, possible action, and discussion on a construction contract with Allco LLC., in the amount of \$140,850.00 for construction and site work for a prefabricated restroom building at the G. Hysmith Skate Park, Project Number PK13-06.

2l. Presentation, possible action, and discussion regarding approval of service contract #13-225 with Evans Enterprises Inc. through the Texas A&M University AggieBuy contract C2100543, in the amount of \$83,097.87 to recondition Sandy Point Pump Station water transfer pumps 1, 2 and 3.

2m. Presentation, possible action, and discussion regarding awarding the bid and approval of an annual price agreement with BWI Companies, in the amount of \$122,242.43, for the annual purchase of athletic field maintenance materials to include fertilizers, chemicals, pesticides, herbicides, winter over-seed, infield material, grass seed and turf amendments.

2n. Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and BerryDunn in the amount of \$101,419.00 for the purposes of gathering requirements and leading the City through a RFP process for the replacement of the City's current ERP system.

(2e)MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Brick, the City Council voted four (4) for and one (1), opposed, with Councilmember Schultz voting against, to remove item 2e from the agenda, to be considered at a later meeting. The motion carried.

Item 2b was pulled for a separate vote.

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

(2b)MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Schultz, the City Council voted four (4) for and one (1) opposed, with Councilmember Fields voting against, to approve a funding agreement amendment between the City of College Station and the Research Valley Partnership (RVP) for FY13 in the amount of \$25,000 for expenses related to participation in the Gig U project; and consideration of a General Fund Contingency Transfer in the amount of \$25,000. The motion carried.

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion on Ordinance 2013-3494, amending the College Station Comprehensive Plan by adopting the Wellborn Community Plan for the area generally located within the boundaries of Capstone Drive, I&GN Road, Barron Cut-off Road, Greens Prairie Road West, Royder Road, and F.M. 2154.

At approximately 7:49 p.m., Mayor Pro Tem Mooney opened the Public Hearing.

Joanne Walsh, 1026 W. Craig Place, San Antonio, Director of Strategic Urban Planning, stated she facilitated the process and recommends favorable consideration of the plan. The residents consistently expressed a desire to maintain the rural character of Wellborn. Some compromises were arrived at in order to accomplish the plan. Wellborn predates College Station as a major railroad town, and that is reflected in gateway signage. She asked that the widening of FM 2154 be postponed as long as possible to minimize the impact on local businesses.

Jane Cohen, 3655 McCullough Road, stated that throughout the annexation process, they were told they would be given an opportunity to maintain the rural character. They didn't ask for this plan, but they tried to make the best of it. She noted it will be thirty years before the implementation of the plan will be cost effective. Her street was seal coated for the convenience of the City, not the residents. She does appreciate that the plan allows for larger lots. They tried to limit commercial areas. She noted there is nothing in the plan for horse trails, but she is hopeful that with development, those might be included. They tried to modify the transportation plan and tried to retain the better choices.

Lynn Ruoff, 3733 McCullough Road, thanked the City for seal coating her road. She also thanked City staff and the Wellborn Resource Team for their work on the plan and noted it represents a lot of compromise. She wants to see Wellborn stay the way it is, but the plan allows for growth of the area while preserving its special characteristics. She noted the land use designations are unique to Wellborn. She stated the plan is a good one and should be approved.

Carol Fountain, 14380 Cheyenne Drive, concurred with Ms. Ruoff. She attended every meeting because this was important to her. She thanked Bob and Matt for answering all the questions and for coming up with ideas they hadn't considered. She didn't get everything she wanted, but no one did, and everyone got something they wanted.

Launa Higbee, 16516 Woodlake Drive, said she tried to attend a meeting but the meeting closed early. She has been trying to find information on the website, and hopes it will be on there soon so she can see the land use plans.

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 Schultz, the City Council voted five (5) for and none (0) opposed, to adopt Ordinance 2013-3494, amending the College Station Comprehensive Plan by adopting the Wellborn Community Plan for the area generally located within the boundaries of Capstone Drive, I&GN Road, Barron Cut-off Road, Greens Prairie Road West, Royder Road, and F.M. 2154. The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion approving Ordinance 2013-3495, vacating and abandoning a 0.0707 acre, 10-foot wide public utility easement located on Lots 45 and 46 of the Williams Creek Phase 4 Subdivision according to the plat recorded in Volume 7118, Page 120 of the Deed Records of Brazos County, Texas.

At approximately 8:24 p.m., Mayor Pro Tem Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:24 p.m.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Nichols, the City Council voted five (5) for and none (0) opposed, to adopt Ordinance 2013-3495, vacating and abandoning a 0.0707 acre, 10-foot wide public utility easement located on Lots 45 and 46 of the Williams Creek Phase 4 Subdivision according to the plat recorded in Volume 7118, Page 120 of the Deed Records of Brazos County, Texas. The motion carried unanimously.

3. Presentation, possible action, and discussion regarding an agreement between the City of College Station and the Texas A&M University System (TAMUS) setting out the responsibilities of the parties related to TAMUS' development of approximately 58 acres of land it owns located generally north of University Drive between Texas Avenue and College Avenue.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Fields, the City Council voted five (5) for and none (0) opposed, to approve an agreement between the City of College Station and the Texas A&M University System (TAMUS) setting out the responsibilities of the parties related to TAMUS' development of approximately 58 acres of land it owns located generally north of University Drive between Texas Avenue and College Avenue. The motion carried unanimously.

4. Adjournment.

MOTION: There being no further business, Mayor Pro Tem Mooney adjourned the Regular Meeting of the City Council at 8:40 p.m. on Thursday, April 25, 2013.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE CITY COUNCIL SPECIAL MEETING
CITY OF COLLEGE STATION
MAY 2, 2013

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Jess Fields, arrived after roll call
Karl Mooney
John Nichols
Julie Schultz, arrived after roll call
James Benham, arrived after roll call

City Staff:

Kathy Merrill, Interim City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Special Meeting of the College Station City Council was called to order by Mayor Berry at 12:00 p.m. on Thursday, May 2, 2013 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 §551.074-Personnel, the College Station City Council convened into Executive Session at 12:01 p.m. on Thursday, May 2, 2013 in order to continue discussing matters pertaining to:

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

The Executive Session adjourned 12:50 p.m.

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

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Fields, the City Council voted seven (7) for and none (0) opposed, to appoint Kathy Merrill as Interim City Manager. The motion carried unanimously.

4. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the special meeting of the College Station City Council at 12:53 p.m. on Thursday, May 2, 2013.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

May 9, 2013
Consent Agenda Item No. 2b
Bee Creek Parallel Trunk Line Project – Phase II (WF1369909)
Amendment to Resolution Determining
Need and Necessity for Easement Acquisition

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding approval of an Amendment to a Resolution that will authorize City staff to negotiate for the purchase of easements needed for the Bee Creek Parallel Trunk Line Project.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends Council approval of the Amendment to Resolution Determining Public Need and Necessity.

Summary: Council previously approved a Resolution authorizing the acquisition of easements for Phase II of the Bee Creek Parallel Trunk Line Project. The overall project includes the installation of a gravity sewer line needed to increase the capacity of the system that serves areas along FM 2818 from Carters Creek Wastewater Treatment Plant to areas just north of FM 2154 near Cain Road. Phase II of the project includes the section from CCWWTP to SH 6.

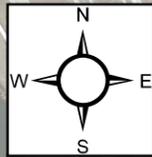
Since approval of the Resolution on February 14, 2013, property surveying has been completed and the design has been modified to include a permanent access easement needed to access a portion of the new sewer line. The additional easement is shown on the attached map along with the other easement needs. Also attached is an Amendment to Resolution Determining Public Need and Necessity and a revised Exhibit "A" reflecting the current properties that may require easements for the project. Approval of this Amendment will authorize staff to negotiate for the purchase of the easements necessary to complete the project.

Budget & Financial Summary: Funds in the amount of \$14,703,625 are budgeted for this project in the Wastewater Capital Projects Fund. A total of \$3,799,500 has been expended or committed to date.

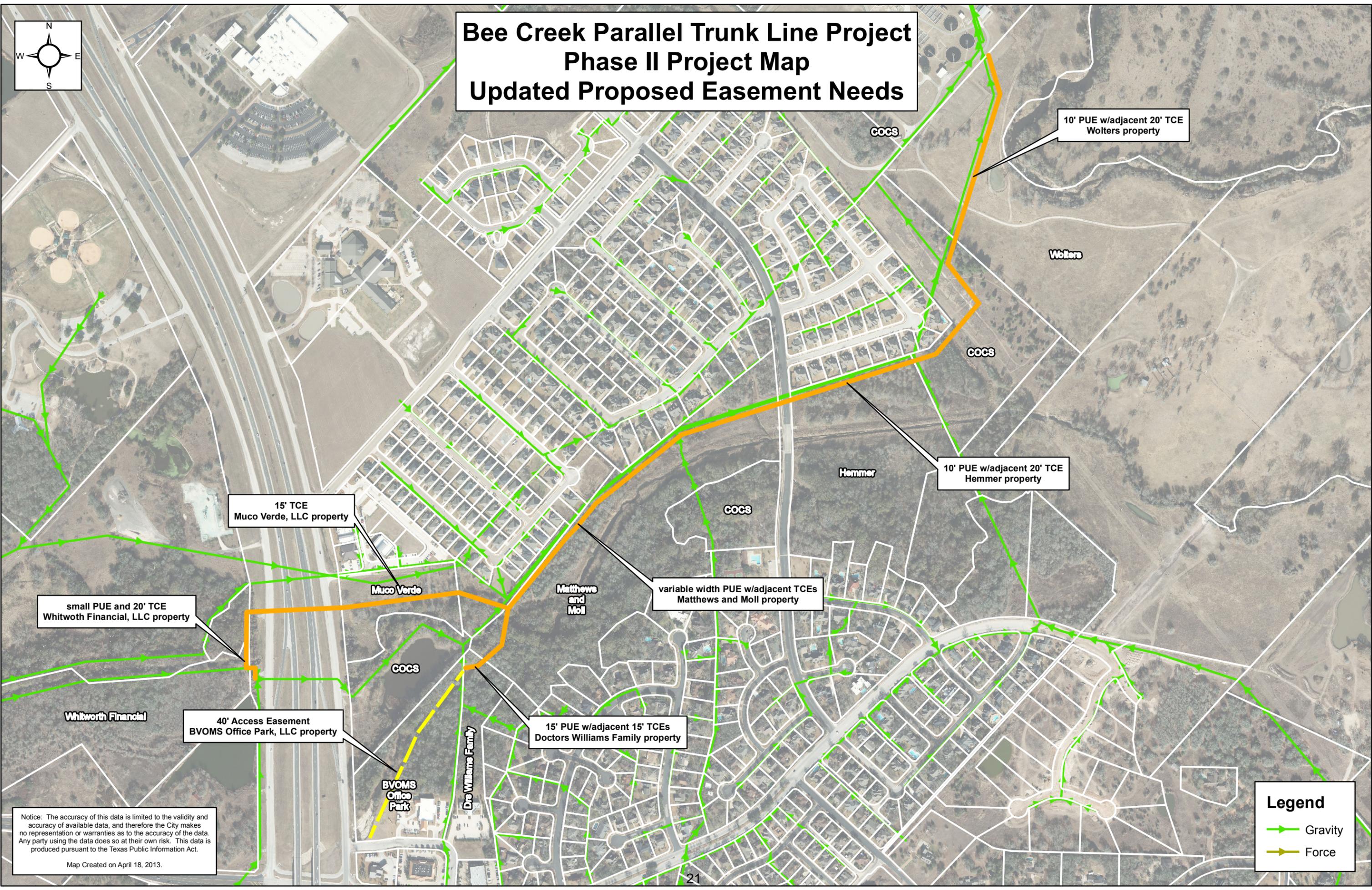
Reviewed and Approved by Legal: Yes

Attachments:

1. Project Map - Updated
2. Amendment to Resolution Determining Public Need and Necessity with Exhibit "A"



Bee Creek Parallel Trunk Line Project Phase II Project Map Updated Proposed Easement Needs



10' PUE w/adjacent 20' TCE
Walters property

10' PUE w/adjacent 20' TCE
Hemmer property

15' TCE
Muco Verde, LLC property

small PUE and 20' TCE
Whitworth Financial, LLC property

40' Access Easement
BVOMS Office Park, LLC property

15' PUE w/adjacent 15' TCEs
Doctors Williams Family property

variable width PUE w/adjacent TCEs
Matthens and Moll property

Notice: The accuracy of this data is limited to the validity and accuracy of available data, and therefore the City makes no representation or warranties as to the accuracy of the data. Any party using the data does so at their own risk. This data is produced pursuant to the Texas Public Information Act.
Map Created on April 18, 2013.

Legend

- Gravity
- Force

**AMENDMENT TO RESOLUTION DETERMINING
PUBLIC NEED AND NECESSITY**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING RESOLUTION NO. 02-14-2013-02E DETERMINING PUBLIC NEED AND NECESSITY TO ADD AN ADDITIONAL PROPERTY DESCRIPTION TO SAID RESOLUTION.

WHEREAS, the City Council of College Station, Texas (“City”) previously authorized a Resolution for the Bee Creek Parallel Trunk Line Project – Phase II (“Project”), being Resolution No. 02-14-2013-02e on February 14, 2013; and

WHEREAS, the City desires to add a description to Exhibit “A” of Resolution No. 02-14-2013-02e for an additional property from which an easement interest is to be acquired (the “Property”) for the Project; now therefore;

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

PART 1: That the City Council of the City of College Station, Texas, hereby determines that the Property described in Exhibit “A”, which is attached to this resolution, shall, upon execution of this resolution, substitute and replace the previously approved Property in its entirety and shall become incorporated in the above referenced resolution as though written fully therein.

PART 2: That all other parts of the previously authorized resolution shall remain unchanged.

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

ADOPTED this _____ day of _____, A.D. 2013.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

Carla A Robinson

City Attorney

EXHIBIT "A"

Being all those tracts or parcels of land necessary to install a wastewater system and other public utilities located along a route that will extend southwest from Carter's Creek Wastewater Treatment Plant, just east and adjacent to Emerald Forest Subdivision Phases 9-11 and North Forest Subdivision, and terminating on the west side of State Highway 6 in College Station, Brazos County, Texas. Said route is depicted on the map attached hereto and made part hereof.

The easement tracts or parcels needed for the project may be acquired from the following lands:

Landowner (Now or Formerly): FREDDIE A. and MARY WOLTERS

Brazos County Appraisal District Property ID: 13241

Street Address: Rolling Rock Place, College Station, Texas

Legal Description: Being all that certain lot, tract or parcel of land being situated in the Morgan Rector League, Abstract No. 46, College Station, Brazos County, Texas; and being the called 37 acre tract or parcel described in Deed from Sadie V. McDonald, et al to Freddie A. Wolters recorded in Volume 207, Page 1, Deed Records of Brazos County, Texas.

Landowner (Now or Formerly): PHILIP R. and ANNE E. HEMMER

Brazos County Appraisal District Property ID: 13276

Street Address: 8415 Appomattox Drive, College Station, Texas

Legal Description: Being all that certain lot, tract or parcel of land being situated in the Morgan Rector League, Abstract No. 46, College Station, Brazos County, Texas; and being the 17.847 acre tract or parcel described in Special Warranty Deed from Allen R. Swoboda to Phillip R. and Anne E. Hemmer recorded in Volume 6370, Page 165, Official Records of Brazos County, Texas.

Landowner (Now or Formerly): BEN A. MATTHEWS and YVONNE D. MOLL

Brazos County Appraisal District Property ID: 117011

Street Address: Appomattox Drive, College Station, Texas

Legal Description: Being all that certain lot, tract or parcel of land being situated in the Morgan Rector League, Abstract No. 46, College Station, Brazos County, Texas; and being the 24.935 acre tract or parcel described in Warranty Deed from Allen R. Swoboda to Ben A. Matthews and Yvonne D. Moll recorded in Volume 5649, Page 271, Official Records of Brazos County, Texas.

Landowner (Now or Formerly): DOCTORS WILLIAMS FAMILY LIMITED PARTNERSHIP, LTD.

Brazos County Appraisal District Property ID: 98547

Street Address: 1511 Emerald Plaza, College Station, Texas

Legal Description: Being all that certain Lot 4, Block 1, Emerald Park Plaza, College Station, Brazos County, Texas; being the same lot, tract or parcel described in the Warranty Deed from Jeannie and Andrew Alan Williams to Doctors Williams Family

Limited Partnership recorded in Volume 4955, Page 75, Official Records of Brazos County, Texas.

Landowner (Now or Formerly): MUCO VERDE, LLC
Brazos County Appraisal District Property ID: 362322
Street Address: Earl Rudder Freeway S., College Station, Texas
Legal Description: Being all that certain Lot 1, Block 1, North Forest Business Park, College Station, Brazos County, Texas; being the same lot, tract or parcel described in the Warranty Deed from Jeannie and Andrew Alan Williams to Doctors Williams Family Limited Partnership recorded in Volume 4955, Page 75, Official Records of Brazos County, Texas.

Landowner (Now or Formerly): WHITWORTH FINANCIAL, LLC
Brazos County Appraisal District Property ID: 13295
Street Address: 1610 Harvey Mitchell Pkwy. S., College Station, Texas
Legal Description: Being all that certain lot, tract or parcel of land situated in the Morgan Rector League, Abstract No. 46, College Station, Brazos County, Texas; being the same 20.4 acre tract or parcel described in the Warranty Deed from Shabeer Jaffar to Whitworth Financial, Inc. recorded in Volume 6062, Page 147, Official Records of Brazos County, Texas.

Landowner (Now or Formerly): BVOMS OFFICE PARK, LLC
Brazos County Appraisal District Property ID: 98542
Street Address: 1505 Emerald Plaza, College Station, Texas
Legal Description: Being all that certain Lot 5, Block 1, Emerald Park Plaza, College Station, Brazos County, Texas; being the same lot, tract or parcel described in the Special Warranty Deed from BVOMS Joint Venture to BVOMS Office Park, LLC recorded in Volume 8337, Page 22, Official Records of Brazos County, Texas.

May 9, 2013
Consent Agenda Item No. 2c
Lick Creek Nature Center
Professional Services Contract Award and a
Resolution Declaring Intention to Reimburse Certain
Expenditures with Proceeds From Debt

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding award of a professional services contract (13-238) with Ray + Hollington Architects, Inc. in the amount of \$281,500 for the development of the Lick Creek Park Nature Center, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends award of the professional services contract to Ray + Hollington Architects, Inc. in the amount of \$281,500 for the design development of the Lick Creek Nature Center and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Summary: The Lick Creek Park Nature Center was included as a project in the 2008 bond authorization. The scope of the project is to design and construct an informational education center at Lick Creek Park. In June 2011 staff engaged a design team and a committee appointed by the City Council to begin developing design concepts and programming for the proposed facility.

On September 13, 2012, staff delivered a presentation to the City Council that summarized three different design alternatives, and the committee recommendation. The Council requested that staff further develop the graphics and design concepts to show more detail in the renderings of the facilities and site plan, and provide an overview of programs that are being considered at the new facility.

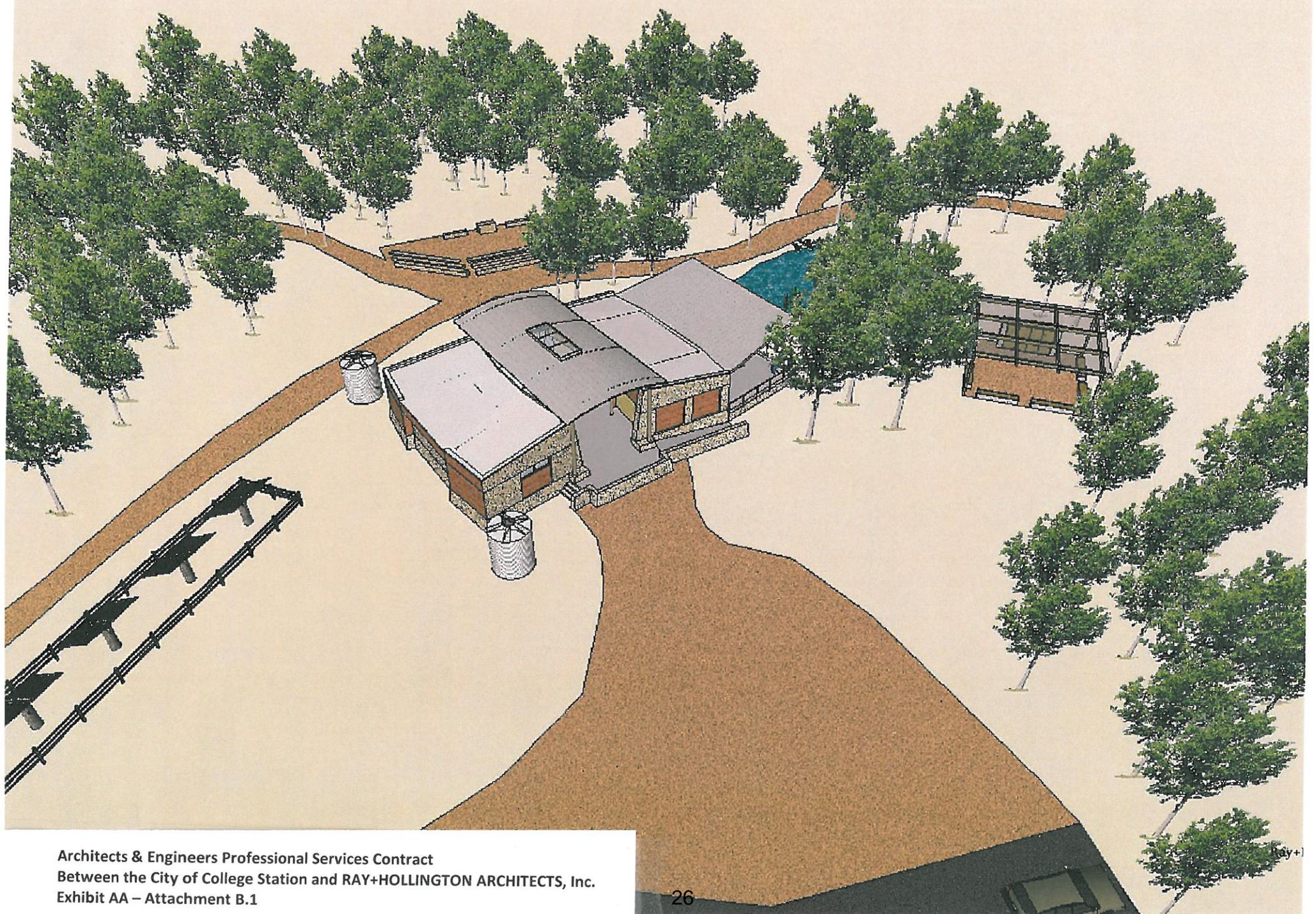
On January 28, 2013 at the Council Retreat, staff presented two site plan and floor plan alternatives that addressed comments provided by Council at the September 13th meeting. Council elected to proceed with Alternative 1 to move forward with the design development for the Nature Center.

Budget & Financial Summary: Funds for this project are budgeted in the Parks Capital Improvement Projects Fund in the amount of \$2,495,000. Funds in the amount of \$104,571 have been expended or committed to date, leaving a balance of \$2,390,429 for the design and construction of this project. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the majority of the long term debt has not been issued for the project. The debt for the project is scheduled to be issued this fiscal year and in the future fiscal years.

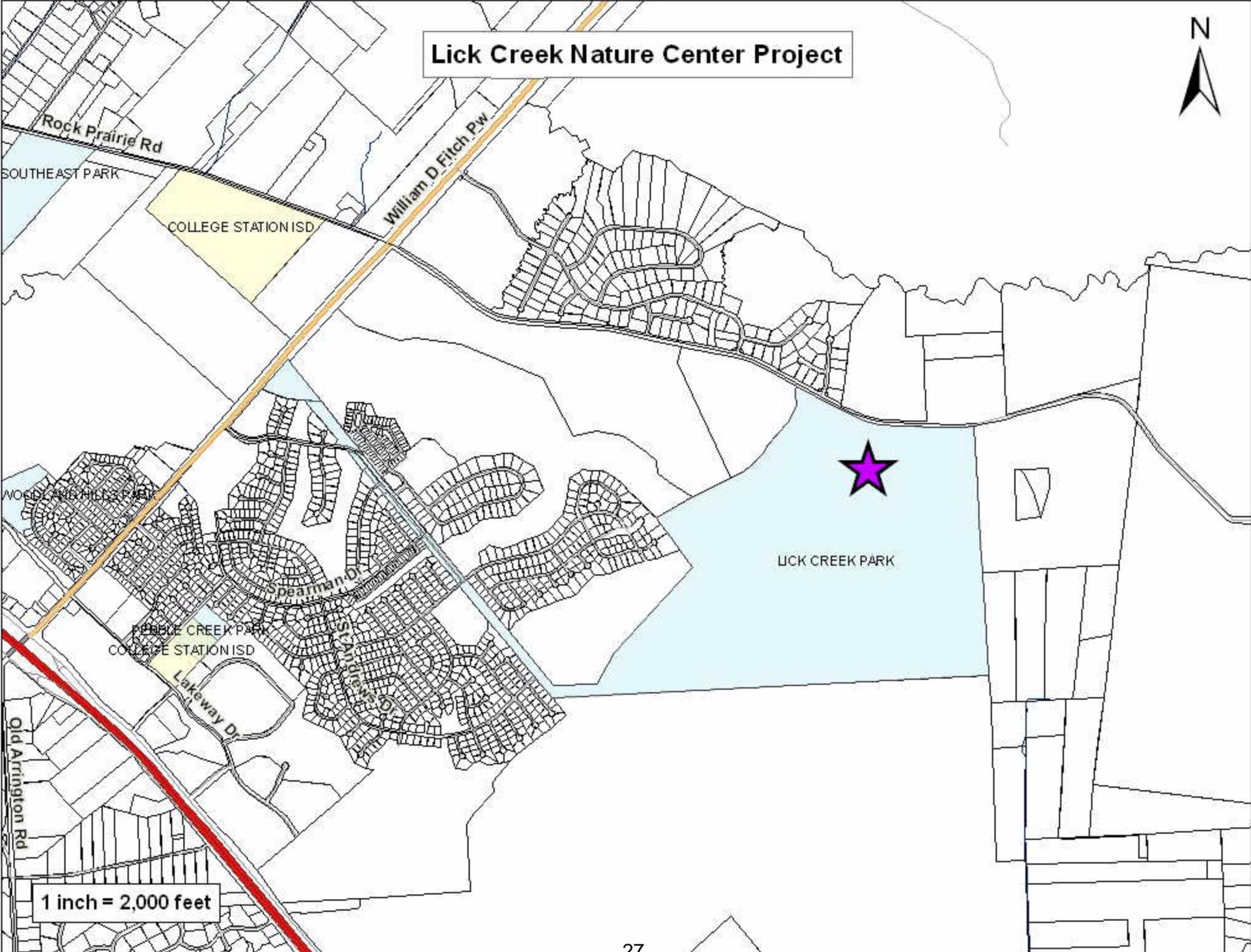
Reviewed and Approved by Legal: Yes

Attachments:

1. Design Contract (on file in the City Secretary's Office)
2. Alternative 1 Rendering
3. Project Map
4. Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt



Lick Creek Nature Center Project



RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

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

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

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

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$2,500,000, for the purpose of paying the aggregate costs of the Project.

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

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

PASSED AND APPROVED THIS 9th DAY OF MAY, 2013.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

(Seal)

APPROVED:



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

Exhibit "A"

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

Design and construction of the Lick Creek Nature Center

May 9, 2013
Consent Agenda Item No. 2d
Lick Creek Park Trail Improvements Contract #13-057

To: Kathy Merrill, Interim City Manager

From: Amy Atkins, Assistant Director – Operations, Parks and Recreation Department

Agenda Caption: Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and D&S Contracting Inc., in the amount of \$153,904 for the purposes of improvements to Iron Bridge Trail and Raccoon Run Trail in Lick Creek Park.

Relationship to Strategic Goals: (Select all that apply)

1. Core Services and Infrastructure
2. Neighborhood Integrity

Recommendation(s): Staff recommends approval of the contract and authorization for the City Manager to execute the contract with D&S Contracting, Inc.

Summary: On April 8, 2013, five (5), sealed competitive bids were received and opened for trail improvements to be done in Lick Creek Park. The scope of the project includes gravel paving improvements to two trails in Lick Creek Park – Iron Bridge Trail and Raccoon Run Trail, with some concrete paving work to be done at a creek crossing at Iron Bridge Trail.

Budget & Financial Summary: The funding for the Raccoon Run Trail improvements are coming from General Obligation Bond 2008 funds; and, the improvements at Iron Bridge Trail will be funded from a Texas Parks & Wildlife Trails Grant in the amount of \$76,020.

Reviewed and Approved by Legal: Yes

Attachments:

1. Bid Tabulation #13-057
2. D&S Contracting, Inc. Bid Submittal



City of College Station - Purchasing Division
Bid Tabulation for #13-057
"Lick Creek Park Iron Bridge Trail and Raccoon Run Trail"
Open Date: Monday, April 8, 2013 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	D&S Contracting, Inc. (College Station, TX)	Vox Construction, LLC (Bryan, TX)	Alco (Beaumont, TX)	Dudley Construction Ltd. (College Station, TX)	Brazos Paving, Inc. (Bryan, TX)
				LUMP SUM BID AMOUNT	LUMP SUM BID AMOUNT	LUMP SUM BID AMOUNT	LUMP SUM BID AMOUNT	LUMP SUM BID AMOUNT
BASE BID								
1	1	LS	Mobilization	\$9,240.00	\$20,133.00	\$8,434.00	\$11,199.00	\$22,150.00
2	1	LS	Erosion & sedimentation control	\$4,637.00	\$1,584.00	\$2,520.00	\$3,300.45	\$8,500.00
3	1	LS	Barricade signs for pedestrian control	\$600.00	\$214.00	\$350.00	\$929.66	\$5,250.00
4	1	LS	Iron Bridge Trail - Trail subgrade preparation, including excavation	\$8,352.00	\$18,013.00	\$13,527.00	\$14,214.67	\$27,490.00
5	1	LS	Raccoon Run Trail - Trail subgrade preparation, including excavation	\$13,250.00	\$23,786.00	\$21,643.00	\$21,320.98	\$42,993.00
6	1	LS	Iron Bridge Trail - Trail surface material 6" (3,075 LF iron ore surface course) complete and in place	\$26,100.00	\$20,592.00	\$44,801.00	\$42,837.88	\$52,212.00
7	1	LS	Raccoon Run Trail - Trail surface material 6" (4,810 LF iron ore surface course) complete and in place	\$41,400.00	\$29,293.00	\$70,652.00	\$61,513.26	\$81,665.00
8	1	LS	Concrete (colored) sidewalk & beams (Iron Bridge Trail 1,650 SQ FT including select fill 350 SQ FT)	\$19,305.00	\$7,041.00	\$4,364.00	\$13,566.84	\$30,250.00
9	1	LS	Iron Bridge Trail - 2-6" drain pipes and concrete	\$960.00	\$1,841.00	\$461.00	\$708.17	\$750.00
10	1	LS	Iron Bridge Trail - Trail hand clearing	\$9,000.00	\$12,989.00	\$5,100.00	\$10,529.31	\$10,180.00
11	1	LS	Raccoon Run Trail - Trail hand clearing	\$9,000.00	\$18,764.00	\$8,160.00	\$5,932.16	\$15,920.00
12	1	LS	Iron Bridge Trail - 2 steel benches with concrete slabs	\$5,550.00	\$2,240.00	\$3,621.00	\$4,883.38	\$4,250.00
13	1	LS	Raccoon Run Trail - 2 steel benches with concrete slabs	\$5,550.00	\$2,240.00	\$3,621.00	\$4,398.14	\$4,250.00
14	1	LS	Raccoon Run Trail - Replace boards on boardwalk	\$960.00	\$195.00	\$173.00	\$168.07	\$800.00
TOTAL BASE BID (ITEMS 1-14)				\$153,904.00	\$158,925.00	\$187,427.00	\$195,501.97	\$306,660.00
ALTERNATIVE #1								
A1	1	LS	Install 310' x 10' section of gravel southwest corner of Raccoon Run Trail	\$6,695.00	\$3,663.00	\$8,626.00	\$8,636.29	\$11,720.00
BASE BID PLUS ALTERNATE #1				\$160,599.00	\$162,588.00	\$196,053.00	\$204,138.26	\$318,380.00
Certification of Bid				✓	✓	✓	✓	✓
Acknowledged Addendum (1)				✓	✓	✓	✓	✓
Bid Bond				✓	✓	✓	✓	✓

CONTRACTOR'S PROPOSAL

CONTRACTOR'S PROPOSAL
Lick Creek Park Iron Bridge Trail and Raccoon Run Trail
Bid No. 13-057

Item	Qty	Unit	Description	Lump Sum Bid Amount
BASE BID				
1	1	LS	Mobilization	\$ 9,240.00
2	1	LS	Erosion & sedimentation control	\$ 4,637.00
3	1	LS	Barricade signs for pedestrian control	\$ 600.00
4	1	LS	Iron Bridge Trail - Trail subgrade preparation, including excavation	\$ 8,352.00
5	1	LS	Raccoon Run Trail - Trail subgrade preparation, including excavation	\$ 13,250.00
6	1	LS	Iron Bridge Trail - Trail surface material 6" (3,075 LF iron ore surface course) complete and in place	\$ 26,100.00
7	1	LS	Raccoon Run Trail - Trail surface material 6" (4,810 LF iron ore surface course) complete and in place	\$ 41,400.00
8	1	LS	Concrete (colored) sidewalk & beams (Iron Bridge Trail 1,650 SQ FT including select fill 350 SQ FT)	\$ 19,305.00
9	1	LS	Iron Bridge Trail - 2-6" drain pipes and concrete	\$ 960.00
10	1	LS	Iron Bridge Trail - Trail hand clearing	\$ 9,000.00
11	1	LS	Raccoon Run Trail - Trail hand clearing	\$ 9,000.00
12	1	LS	Iron Bridge Trail - 2 steel benches with concrete slabs	\$ 5,550.00
13	1	LS	Raccoon Run Trail - 2 steel benches with concrete slabs	\$ 5,550.00
14	1	LS	Raccoon Run Trail - Replace boards on boardwalk	\$ 960.00
TOTAL BASE BID				\$ 153,904.00
ALTERNATIVE #1				
A1	1	LS	Install 310' x 10' section of gravel southwest corner of Raccoon Run Trail	\$ 6,695.00
TOTAL BID AMOUNT WITH ALTERNATIVE #1				\$ 160,599.00

Total number of calendar days to substantial completion: **120**

Number of Addenda is hereby acknowledged: 1

CONTRACTOR DATA SHEET

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

Name of Company: D&S Contracting, Inc.

Company Years in Business: 7

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

Project	Municipality	\$ Amount	Type	Date
University Park	College Station	48,095		12/2011
Southwest Pkwy San	College Station	149,350		2/2009

Superintendent & Project Manager Information

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

Superintendent	Years Experience	Projects
Samuel B. Smith	35+	All the above

Project Manager	Years Experience	Projects
Samuel B. Smith	35+	All the above

References: Name 5 projects of similar work, giving owner's name, representative's name, project engineers name, and telephone numbers for each

1. Univerisity Park

City of College Station

979-764-3555

Engineer: COCS

Philip Bargas 979-764-5091

2. Southwest Pkwy San Sewer

City of College Station

979-764-3555

Engineer: Hester Engineering

Mike Hester 979-693-1100

3. White Creek Erosion

TAMU-Facilities & Planning

979-458-7700

Engineer: TAMU

Mike Olsen

4. Staybridge Suites Phl

World Hotels & Resorts, LLC

Art Hughes

avhughes@live.com

Engineer: Kling Engineering

Fred Paine 979-846-6212

5.

CERTIFICATION

CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By: DeAnne Moore Smith Title: President

Typed Name: DeAnne Moore Smith Company Name: D&S Contracting, Inc.

Phone No.: 979-690-9232 Fax No.: 979-690-9232

Email: dandscontractinginc@verizon.net

Bid Address: PO Box 9100 College Station TX 77842
P.O. Box or Street City State Zip

Order Address: same
P.O. Box or Street City State Zip

Remit Address: same
P.O. Box or Street City State Zip

Federal Tax ID No.: 20-507-3368

Date: 4/8/2013

DUNS No.: _____

END OF BID #13-057

May 9, 2013
Consent Agenda Item No. 2e
Medical Waste Hauling Franchise
with MedStar Services, LLC

To: Kathy Merrill, Interim City Manager

From: Jason Stuebe, Assistant to the City Manager

Agenda Caption: Presentation, possible action and discussion on the first of two readings of a non-exclusive franchise agreement with MedStar Services, LLC for the purpose of collecting and disposing treated and untreated medical waste from various healthcare related facilities.

Recommendation(s): Staff recommends approval.

Summary: Article XI, Section 103 of the City Charter states that "The City of College Station shall have the power...by ordinance to confer upon any person or corporation, the franchise or right to use the property of the city...for the purpose of furnishing to the public any general public service..."

This proposed non-exclusive five (5) year franchise agreement allows for the collection, hauling, and disposal of treated and untreated medical waste from various healthcare related facilities within the city limits. The disposal of medical waste, a State mandated service, was privatized in 2005 because untreated medical waste cannot be depositing in any BVSWMA landfill. Staff maintains that continuing this practice is the most cost-effective way to offer this service to our community.

This is the first Franchise sought by MedStar Services, LLC for this service. Once approved, it will be the third active non-exclusive franchise granted to provide Medical Waste disposal services.

Budget & Financial Summary: The franchisee agrees and shall pay to the City five percent (8%) of the franchisee's monthly gross delivery and hauling revenues generated from the collection services provided for in the Franchise Agreement.

Legal Review: Yes

Attachments:

1. Franchise Ordinance is on file with the City Secretary

**FRANCHISE AGREEMENT FOR MEDICAL WASTE COLLECTION
WITH MEDSTAR SERVICES, LLC**

ORDINANCE NO. _____

AN ORDINANCE GRANTING MEDSTAR SERVICES, LLC, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC WAYS WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION FOR THE PURPOSE OF ENGAGING IN THE BUSINESS OF COLLECTION AND DISPOSAL OF TREATED AND UNTREATED MEDICAL WASTE FROM VARIOUS HEALTH CARE-RELATED FACILITIES WITHIN THE CITY LIMITS; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR PERIOD OF GRANT; FOR ASSIGNMENT; FOR METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY AND ASSESSING A PENALTY FOR VIOLATION.

WHEREAS, the City of College Station, by ordinance, provides exclusively all solid waste collection and disposal services for solid waste generated from within the corporate limits of the City of College Station; and the City of College Station may, by ordinance and charter, grant franchises to other entities for the use of public streets, alleys and thoroughfares within the corporate limits of the City of College Station and for the collection and disposal of solid waste generated from within the corporate limits of the City of College Station; and

WHEREAS, the City of College Station desires to exercise the authority provided to it by ordinance and charter to grant a non-exclusive franchise for the collection and disposal of a certain classification of waste, treated and untreated medical waste, generated within the corporate limits of the City of College Station under the terms of this Franchise Agreement as set out below; and

WHEREAS, MEDSTAR SERVICES, LLC is engaged in the business of collection and disposal of treated and untreated medical waste from health care-related facilities and is requesting a franchise to operate its business within the City limits of the City of College Station; and

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

**ARTICLE I
DEFINITIONS**

1. **Franchise Agreement** means this franchise between the City of College Station and MEDSTAR SERVICES, LLC for the provision of collection and disposal of treated and untreated medical waste from health care-related facilities service within the City of College Station, under certain terms and conditions set out herein.
2. **Contractor** means MEDSTAR SERVICES, LLC a privately held corporation incorporated in the State of Texas which provides medical waste management services for the healthcare industry and operates in the State of Texas.
3. **Brazos Valley Solid Waste Management Agency, Inc.** or BVSWMA Inc. means a landfill operated by an interlocal agreement.
4. **City of College Station** or City means the City of College Station, Texas a Home-Rule Municipal Corporation incorporated under the laws of Texas.
5. **City Council** or Council means the governing body of the City of College Station, Texas.
6. **City Manager** means the City official appointed by the City Council who is responsible for the daily operation of the City of College Station.
7. **Customers** means those health care-related facilities located within the City that generates treated and untreated medical waste.
8. **Medical Waste** means medical waste as that term is defined in the Texas Administrative Code as it now exists or as is hereafter amended.
9. **Treated or Processed Medical Waste** is medical waste that has been treated as provided in Texas Administrative Code as it now exists or as it is hereafter amended.

**ARTICLE II
GRANT OF NONEXCLUSIVE FRANCISE**

1. Nothing in this Franchise shall be construed as granting an exclusive franchise or right. City hereby grants Contractor a non-exclusive franchise to operate and establish a medical waste collection business in the City from the effective date of the Agreement, to engage in the business of collecting treated and untreated medical waste from various health care-related facilities within the jurisdictional limits of the City.
2. Contractor is granted passage and right-of-way on, along and across the streets, avenues, rights-of-way, alleys, and highways within the corporate limits of the City, for any such services and lawful purpose as stated in this Franchise; provided that all such work, activity and undertakings by Contractor shall be subject to the terms and provisions of this Franchise and the continuing exercise by the City of its governmental and police powers, and provided further that

nothing herein shall be construed to require or authorize Contractor to exceed any rights granted herein or by the TCEQ.

ARTICLE III DISPOSAL SITE TO BE USED

Unless approved otherwise in writing by the City, Contractor shall utilize the BVSWMA Inc. Twin Oaks Landfill located on Texas 30, Grimes County, Texas, or any other site designated for disposal of treated medical waste by Contractor under this Franchise Agreement. Untreated medical waste collected by Contractor within the corporate limits of the City of College Station will be treated and disposed of at any site of Contractor selection, provided however, that any site used shall be permitted to accept this classification of waste by the appropriate regulatory authority.

ARTICLE IV RATES TO BE CHARGED BY MEDSTAR SERVICES, LLC

Attached hereto as **Exhibit "A"** and incorporated herein by reference is the Schedule of Base Rates, which Contractor shall charge at minimum for the aforementioned services. The Contractor shall notify the City in writing of any rate changes.

ARTICLE V PAYMENTS TO CITY

1. For and in consideration of the grant of this non-exclusive Franchise Agreement herein, Contractor agrees and shall pay to City upon acceptance of this Franchise Agreement and thereafter during the term of this Franchise Agreement a sum equivalent to eight percent (8%) (Franchise Fee) of Contractor's monthly gross delivery revenues, hauling revenues; including rates as described in "**Exhibit A**", generated from Contractor's collection and disposal of treated and untreated medical waste services within the City.
2. Any revenue received by Contractor is subject to the Franchise Fee and shall be computed into Contractor's monthly gross revenues, delivery revenues, hauling revenues, and rates as described in "**Exhibit A**". Payment will be paid quarterly to the City, and shall be due by the twentieth day (20th) of the month following the end of the previous calendar quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding account balance under this Article V.
3. Failure by Contractor to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XIV of this Franchise Agreement (FAILURE TO PERFORM).

**ARTICLE VI
ACCESS TO RECORDS & REPORTING**

1. The City shall have the right, upon reasonable notice, to inspect during normal business hours Contractor's records, billing records of those customers served by Contractor and all papers relating to the operation of medical waste collection and disposal within the City. Contractor shall cooperate in allowing City to conduct the inspections.
2. Along with the payment to the City of the City's agreed share of revenue from the operation of medical waste collection and disposal Contractor shall provide a Monthly Activity Report summarizing collection and disposal activity for the previous calendar month, due to the City no later than the twentieth calendar day of each month. . Contractor's report shall include the following information:
 - a. Total tonnage of all materials collected from all customers, broken down by material type.
 - b. Total tonnage of all materials collected from all customers from within the City, broken down by material type.
 - c. Reports of the results of all complaints and investigations received and action taken by Contractor.
 - d. A listing of all Contractor accounts served and monthly revenue derived from the collection of medical waste and disposal in the City under terms of this franchise. The reports will include customer's address, frequency of pick-up, size of container, type of container, and monthly charges.
 - e. Such information concerning the business of collecting, processing and marketing materials as may be required by the City's representative.
 - f. Annually report taxes paid under Article XIX Ad Valorem Taxes.

**ARTICLE VII
SERVICE TO BE PROVIDED BY COMPANY**

1. Contractor will furnish service consistent with the requirements and intent of this Franchise, and specified in this ordinance as now or hereafter approved by the Council or other regulatory authority having jurisdiction, without unreasonable discrimination, to all areas of College Station.
2. Contractor will maintain its property and equipment in good order and working condition, consistent with the needs of the operation of medical waste collection and disposal and in accordance with Texas Administrative Code and any other applicable laws.
3. Contractor's vehicles shall at all times be clearly marked with Contractor's name, address, telephone number and if applicable, state permit number, in letters not less than three (3) inches in height. All equipment necessary for the performance of this franchise shall be in good condition and repair. Contractor agrees that a standby vehicle shall always be available.

4. Contractor's operations will be conducted in a manner that minimizes noise, disturbance, and commotion. Contractor shall use all proper skill and care, and exercise all due and proper precautions that meet or exceed industry standards and TCEQ regulatory requirements to prevent injury to any person or person(s) and damage to any property.

5. Contractor will register their operations with the TCEQ prior to commencing operations under this Franchise and shall provide proof of such registration and renewal thereof annually to City.

ARTICLE VIII COMPLAINTS REGARDING SERVICE/SPILLAGE

Contractor shall handle directly any complaints pertaining to customer service, property damage or personal injury from their medical waste collection service. Any such complaints received by City shall be forwarded to Contractor within twenty-four (24) hours of their receipt by City. Contractor shall respond to all complaints within twenty-four (24) hours of receiving notice of such complaint from City, resolve such complaints promptly and shall report to City the action taken. Failure by Contractor to respond and report to City on action taken within this twenty-four (24) hour period may subject Contractor to a \$100.00 per incident charge from City, payable with the next payment due City under Article V of this Franchise Agreement.

ARTICLE IX COMPLIANCE WITH LAWS

Contractor will comply with all applicable federal, state and local laws, policies, rules and regulations, and ordinances with regard to the collection, hauling and disposal of medical waste. All operations conducted by Contractor will be conducted without unnecessary noise, disturbance, or commotion.

ARTICLE X UNDERSTANDINGS PERTAINING TO NON-EXCLUSIVITY

This Franchise Agreement contains all the terms and conditions agreed on by the parties and no other agreements, or otherwise, regarding the subject matter of this franchise, shall be of any force or effect. Both parties agree and understand that nothing in this Franchise Agreement conveys to Contractor an exclusive franchise for the services described in this franchise and that this franchise is non-exclusive.

ARTICLE XI OWNERSHIP OF MATERIALS

Sole and exclusive title to all medical waste collected by Contractor under this Franchise Agreement will pass to Contractor when the debris is placed on Contractor's truck.

**ARTICLE XII
CITY SERVICE**

Contractor agrees to provide free services to the City of College Station following natural disasters or acts of God.

**ARTICLE XIII
INTERRUPTION OR TERMINATION OF SERVICE**

1. In the event Contractor terminates service to any customer within the City's limit, Contractor must notify City through registered mail within forty-eight (48) hours of termination and state the cause of such termination.

2. If an interruption in service continues for a period of seventy-two (72) hours or more, then it may constitute Failure to Perform under this Franchise Agreement and the City may invoke the provisions of Article XIV of this Franchise Agreement (FAILURE TO PERFORM).

**ARTICLE XIV
FAILURE TO PERFORM**

It is expressly understood and agreed by the parties that if at any time Contractor shall fail to perform any of the terms, covenants, or conditions herein set forth, City may after hearing as described herein, revoke and cancel the Franchise Agreement by and between the parties and said Franchise Agreement shall be null and void. Upon the determination by the staff of City that a hearing should be held before the Council of said City, City shall mail notice to Contractor, at the address designated herein or at such address as may be designated from time to time, by registered mail. The notice shall specify the time and place of the hearing and shall include the allegations being asserted for the revocation of this Franchise Agreement. The hearing shall be conducted in public before the City Council and Contractor shall be allowed to present evidence and be given an opportunity to answer all allegations set forth in the notice. In the event that the Council determines that the allegations set forth are true as set forth in the notice it may by majority vote cancel this Franchise Agreement between the parties at no penalty to the City.

**ARTICLE XV
RELEASE AND INDEMNIFICATION**

1 CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER, AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES CITY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS, FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, ANY PERSON WHETHER THAT PERSON BE A THIRD PERSON, CONTRACTOR, OR AN EMPLOYEE OF EITHER OF THE PARTIES HERETO, AND ANY LOSS OF OR DAMAGE TO PROPERTY, WHETHER THE SAME BE THAT OF EITHER OF THE PARTIES HERETO OR OF THIRD

PARTIES, CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISING OUT OF OR IN CONNECTION WITH THE GRANT OF THIS FRANCHISE TO CONTRACTOR, WHETHER OR NOT SAID CLAIMS, DEMANDS AND CAUSES OF ACTION IN WHOLE OR IN PART ARE COVERED BY INSURANCE.

2. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD CITY HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, AND FOR DAMAGE TO ANY PROPERTY, OUT OF OR IN CONNECTION WITH OPERATION OF CONTRACTOR'S MEDICAL WASTE COLLECTION BUSINESS UNDER THIS FRANCHISE AND DISPOSAL OR RESALE OF THE RECYCLABLE WASTE COLLECTED BY IT, AND ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT, WHETHER THE CONTRACTOR'S NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGES, AND WHETHER THE CITY'S NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, THAT THE INDEMNITY PROVIDED FOR HEREINABOVE IS INDEMNITY BY THE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF BOTH THE CITY'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE, AND THE CONTRACTOR'S NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

3. CONTRACTOR ASSUMES RESPONSIBILITY AND LIABILITY AND HEREBY AGREES TO INDEMNIFY THE CITY FROM ANY LIABILITY CAUSED BY CONTRACTOR'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE, OR LOCAL LAWS AND REGULATIONS, TOUCHING UPON THE MAINTENANCE OF A SAFE AND PROTECTED WORKING ENVIRONMENT, AND THE SAFE USE AND OPERATION OF MACHINERY AND EQUIPMENT IN THAT WORKING ENVIRONMENT.

ARTICLE XVI INSURANCE

1. For the duration of this Agreement, Contractor shall procure and maintain at its sole cost and expense, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work under the terms of this Agreement by Contractor, its agents, representatives, volunteers, employees, or subcontractors.

2. Contractor's insurance shall be primary insurance with respect to the City, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its

officials, employees, or volunteers, shall be considered in excess of Contractor's insurance and shall not contribute to it.

3. Certificates of Insurance and endorsements shall be furnished to City and approved by City before work commences. During the term of this Agreement Contractor's insurance policies shall meet the following requirements:

a. Standard Insurance Policies Required

1. **Commercial General Liability**
2. **Business Automobile Liability**
3. **Workers' Compensation**

b. General Requirements Applicable to All Policies

1. Only Insurance Carriers licensed and authorized to do business in the State of Texas will be accepted
2. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
3. "Claims Made" policies are not accepted.
4. Coverage shall not be suspended, voided, canceled, non-renewed or reduced in limits of liability except after thirty (30) days prior written notice has been given to the City of College Station.
5. The City of College Station, its officers, agents, employees and volunteers, are to be named as "Additional Insured" to the Commercial General and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

c. Commercial General Liability

1. General Liability insurance shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
2. Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00, which limits shall be endorsed per Project.
4. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

5. The coverage shall include but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; host liquor liability, contractual liability, and MSC 90 Pollution Coverage.

d. Endorsements

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

e. Workers Compensation Insurance

1. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a worker's compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor may not be used.

2. Workers compensation insurance shall include the following terms:

- A. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee is required.

- B. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

- C. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

3. Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project

must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Definitions:

- A. Certificate of coverage (“certificate”) – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers’ compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - B. Duration of the project - includes the time from the beginning of the work on the project until the Contractor’s/person’s work on the project has been completed and accepted by the governmental entity.
 - C. Persons providing services on the project (“subcontractors” in § 406.096 [of the Texas Labor Code) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
4. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
 5. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
 6. If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
 7. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

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

- E. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- F. Notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- G. Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

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

- 1. The company is licensed and admitted to do business in the State of Texas.
- 2. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- 3. All endorsements and insurance coverages according to requirements and instructions contained herein.
- 4. The form of the notice of cancellation, termination, or change in coverage provisions to the City of College Station.
- 5. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

ARTICLE XVII ASSIGNMENT

This Agreement and the rights and obligations contained herein may not be assigned by Contractor without the specific prior written approval of the City Council. The Contractor may request assignment of the Contractor's rights or obligations under this Agreement upon written request to the City. City shall take the requested assignment before the City Council within thirty

(30) days of receipt of request from Contractor, and will be recommended for approval by staff unless deemed unreasonable.

**ARTICLE XVIII
SAFETY AND LIABILITY FOR INJURIES TO CITY OR ABUTTING PROPERTY**

1. Contractor shall perform the collection in accordance with the applicable laws, codes, ordinances and regulations of the United States, State of Texas, Brazos County, and City of College Station and in compliance with OSHA and other laws as they apply to its employees. It is the intent of the parties that the safety precautions are a part of the collection techniques for which Contractor is solely responsible. In the carrying on of the services herein provided for, Contractor shall use all proper skill and care, and Contractor shall exercise all due and proper precautions to prevent injury to any property, or person(s).

2. Contractor shall pay for all damages to City property resulting from the operation of its service and shall pay to every owner of property abutting the residential property on which the container is located who is injured by the operation of the franchise all physical damage caused by any act or omission of Contractor or of any of its subcontractors or employees in the operation of the Contractor service.

**ARTICLE XIX
AD VALOREM TAXES**

Contractor agrees to render all personal property utilized in its medical waste operation services and provided to Brazos County Appraisal District so that said personal property will be the subject of ad valorem taxation for the benefit of City.

**ARTICLE XX
NOTICES AND PAYMENTS**

All notices and payments required under the terms of this Contract to be given by either party to the other party shall be in writing, and unless otherwise specified in writing by the respective parties, shall be sent to the parties at the addresses following:

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

Authorized Agent
Medstar Services, LLC
P.O. Box 8489
Spring, TX 77387

All notices shall be deemed to have been properly served only if sent by Registered or Certified Mail, to the person(s) at the address designated as above provided, or to any other person at the address which either party may hereinafter designate by written notice to the other party.

**ARTICLE XXI
PENALTY**

Any person, firm or corporation violating any provision of this ordinance shall be fined not exceeding \$2,000.00 for each offense and each and every day said violation continues constitutes a separate offense.

**ARTICLE XXII
AMENDMENTS**

It is hereby understood and agreed by the parties to this franchise that no amendment to the terms of this franchise shall be made unless made in writing, approved by both parties, and attached to this Franchise Agreement to become a part hereof.

**ARTICLE XXIII
SEVERABILITY**

If any section, sentence, clause or paragraph of this Franchise Agreement is for any reason held to be invalid or illegal, such invalidity shall not affect the remaining portions of the Franchise Agreement.

**ARTICLE XXIV
AUTHORIZATION TO EXECUTE**

The parties signing this Franchise Agreement shall provide adequate proof of their authority to execute this Franchise Agreement. This Franchise Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors or assigns, but shall not be assignable by either party without the written consent of the other party.

**ARTICLE XXV
TERM AND TERMINATION OF FRANCHISE**

1. The term of this Franchise Agreement shall be for a period of five (5) years beginning on the date of acceptance.
2. In addition to all other rights and powers retained by City under this Franchise or otherwise, City reserves the right to declare this Franchise forfeited and to terminate the Franchise and all rights and privileges of Contractor hereunder in the event of a material breach of the terms, covenants, or conditions herein set forth. A material breach by Contractor shall include, but not be limited to, the following:
 - a. Failure to pay the fees prescribed by Article V.
 - b. Failure to materially provide the services provided for in this Franchise.
 - c. Material misrepresentation of fact in the application for or negotiation of this Franchise.

- d. Conviction of any director, officer, employee, or agent of Contractor of the offense of bribery or fraud connected with or resulting from the awarding of this Franchise.
- e. Material misrepresentations of fact knowingly made to City with respect to or regarding Contractor's operations, management, revenues, services or reports required pursuant to this Franchise.
- f. Revocation or denial of registration or renewal of registration by TCEQ.
- h. Excessive interruption in service for a period of seventy-two (72) hours or more due to causes other than force majeure.

3. Contractor shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers, or employees.

4. City may after a hearing as described in this Franchise, revoke and cancel the Franchise by and between the parties and said Franchise shall be null and void. City shall mail notice to Contractor, at the address designated herein or at such address as may be designated from time to time, by registered mail. The notice shall specify the time and place of the hearing and shall include the allegations being asserted for the revocation of this Agreement. The hearing shall be conducted in public before the City Council and Contractor shall be allowed to present evidence and be given an opportunity to answer all reasons for the termination set forth in the notice. In the event the Council determines the allegations set forth are true as set forth in the notice it may by majority vote cancel this Agreement between the parties at no penalty to the City.

**ARTICLE XXVI
ACCEPTANCE OF FRANCHISE**

In accordance with City of College Station City Charter, Section 120, Contractor shall have sixty (60) days, from and after the final passage and approval of this Ordinance to file its written acceptance thereof with the City Secretary. Within thirty (30) days from the final adoption of this Ordinance, and upon acceptance being filed, this Ordinance shall take effect and be in force from and after the date of its acceptance. Such acceptance shall be typed or printed on the letterhead of Contractor and, with the blank spaces appropriately completed, shall be as follows:

Attn: City Manager

_____ acting by and through its undersigned who is acting within his official capacity and authority, hereby accepts the franchise to operate a medical waste collection service within the City of College Station, Texas ("College Station") as said franchise is set forth and provided in Ordinance No. _____ (the "Ordinance").
_____ agrees to be bound and governed by each term, provision and condition of the Ordinance, to accept and to give the benefits provided for in the Ordinance in a businesslike and reasonable manner and in compliance with the Ordinance.

By: 
Name: Todd F. Casselman
Title: President & CEO
Date: April 18, 2013

By accepting this Agreement, Contractor represents that it has, by careful examination, satisfied itself as to the nature and location of the work; the character, quality and quantity of work to be performed; the character of the equipment and facilities necessary to fulfill its obligations under this Agreement; as well as the general and local conditions and all other matters that in any way affect the work to be performed under this Agreement.

**ARTICLE XXVIII
PUBLIC MEETING**

It is hereby found and determined that the meetings at which this ordinance was passed were open to the public, as required by Texas Government Code § 551, as amended, and that advance public notice of time, place, and purpose of said meetings was given.

First Consideration & Approval on the _____ day of _____ 2013

Second Consideration & Approval on the _____ day of _____ 2013

MEDSTAR SERVICES, LLC

By: 

Printed Name: Todd F. Casselman

Title: President & CEO

Date: April 18, 2013

CITY OF COLLEGE STATION

By: _____

Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____



City Attorney

Date: 4-29-13

Executive Dir. Business Services

Date: _____

EXHIBIT "A"
SCHEDULE OF BASE RATES

**EXHIBIT A
MEDSTAR SERVICES
FRANCHISE PRICING SCHEDULE**

Service Type	Service Frequency	Annual Service Frequency	Containers Per Service	Containers Per Year	Price Per Container	Box & Liner Fee-Pair	Subtotal Per Container	Sales Tax	Total Per Container	Monthly Budget	Annual Budget	Contract Year
Medical Waste	Weekly	52	1	52	\$44.00	\$5.25	\$49.25	\$4.06	\$53.31	\$231.02	\$2,772.28	1
Medical Waste	EOW	26	1	26	\$54.25	\$5.25	\$59.50	\$4.91	\$64.41	\$139.55	\$1,674.63	
Medical Waste	E4W	13	1	13	\$56.25	\$5.25	\$61.50	\$5.07	\$66.57	\$72.12	\$865.46	
Medical Waste	E8W	7	1	7	\$59.50	\$5.25	\$64.75	\$5.34	\$70.09	\$40.89	\$490.64	
Medical Waste	E12W	5	1	5	\$71.50	\$5.25	\$76.75	\$6.33	\$83.08	\$34.62	\$415.41	
Medical Waste	E26W	2	1	2	\$95.25	\$5.25	\$100.50	\$8.29	\$108.79	\$18.13	\$217.58	
Medical Waste	ON CALL	1	1	1	\$142.75	\$5.25	\$148.00	\$12.21	\$160.21	\$13.35	\$160.21	
Medical Waste	Weekly	52	1	52	\$46.20	\$5.51	\$51.71	\$4.27	\$55.98	\$242.57	\$2,910.90	2
Medical Waste	EOW	26	1	26	\$56.96	\$5.25	\$62.21	\$5.13	\$67.35	\$145.91	\$1,750.97	
Medical Waste	E4W	13	1	13	\$59.06	\$5.25	\$64.31	\$5.31	\$69.62	\$75.42	\$905.04	
Medical Waste	E8W	7	1	7	\$62.48	\$5.25	\$67.73	\$5.59	\$73.31	\$42.77	\$513.19	
Medical Waste	E12W	5	1	5	\$75.08	\$5.25	\$80.33	\$6.63	\$86.95	\$36.23	\$434.76	
Medical Waste	E26W	2	1	2	\$100.01	\$5.25	\$105.26	\$8.68	\$113.95	\$18.99	\$227.89	
Medical Waste	ON CALL	1	1	1	\$149.89	\$5.25	\$155.14	\$12.80	\$167.94	\$13.99	\$167.94	
Medical Waste	Weekly	52	1	52	\$48.51	\$5.79	\$54.30	\$4.48	\$58.78	\$254.70	\$3,056.44	3
Medical Waste	EOW	26	1	26	\$59.81	\$5.51	\$65.32	\$5.39	\$70.71	\$153.21	\$1,838.52	
Medical Waste	E4W	13	1	13	\$62.02	\$5.51	\$67.53	\$5.57	\$73.10	\$79.19	\$950.29	
Medical Waste	E8W	7	1	7	\$65.60	\$5.51	\$71.11	\$5.87	\$76.98	\$44.90	\$538.85	
Medical Waste	E12W	5	1	5	\$78.83	\$5.51	\$84.34	\$6.96	\$91.30	\$38.04	\$456.50	
Medical Waste	E26W	2	1	2	\$105.01	\$5.51	\$110.53	\$9.12	\$119.64	\$19.94	\$239.29	
Medical Waste	ON CALL	1	1	1	\$157.38	\$5.51	\$162.89	\$13.44	\$176.33	\$14.69	\$176.33	
Medical Waste	Weekly	52	1	52	\$50.94	\$5.79	\$56.72	\$4.68	\$61.40	\$266.08	\$3,192.97	4
Medical Waste	EOW	26	1	26	\$62.80	\$5.51	\$68.31	\$5.64	\$73.95	\$160.22	\$1,922.69	
Medical Waste	E4W	13	1	13	\$65.12	\$5.51	\$70.63	\$5.83	\$76.46	\$82.83	\$993.93	
Medical Waste	E8W	7	1	7	\$68.88	\$5.51	\$74.39	\$6.14	\$80.53	\$46.97	\$563.70	
Medical Waste	E12W	5	1	5	\$82.77	\$5.51	\$88.28	\$7.28	\$95.57	\$39.82	\$477.83	
Medical Waste	E26W	2	1	2	\$110.26	\$5.51	\$115.78	\$9.55	\$125.33	\$20.89	\$250.66	
Medical Waste	ON CALL	1	1	1	\$165.25	\$5.51	\$170.76	\$14.09	\$184.85	\$15.40	\$184.85	
Medical Waste	Weekly	52	1	52	\$53.48	\$6.08	\$59.56	\$4.91	\$64.47	\$279.39	\$3,352.62	5
Medical Waste	EOW	26	1	26	\$65.94	\$5.79	\$71.73	\$5.92	\$77.65	\$168.24	\$2,018.82	
Medical Waste	E4W	13	1	13	\$68.37	\$5.79	\$74.16	\$6.12	\$80.28	\$86.97	\$1,043.62	
Medical Waste	E8W	7	1	7	\$72.32	\$5.79	\$78.11	\$6.44	\$84.55	\$49.32	\$591.88	
Medical Waste	E12W	5	1	5	\$86.91	\$5.79	\$92.70	\$7.65	\$100.34	\$41.81	\$501.72	
Medical Waste	E26W	2	1	2	\$115.78	\$5.79	\$121.57	\$10.03	\$131.59	\$21.93	\$263.19	
Medical Waste	ON CALL	1	1	1	\$173.51	\$5.79	\$179.30	\$14.79	\$194.09	\$16.17	\$194.09	

Medical Waste Service includes Collection, Transportation, Treatment, Disposal, and Compliance Record-Keeping

Service Type	Price Per Container	Labor & Materials Per Hour, Per Technician	Contract Year
Crime or Trauma Scene Decontamination with Medical Waste Service	\$132.00	\$155.00	1
Crime or Trauma Scene Decontamination with Medical Waste Service	\$138.60	\$162.75	2
Crime or Trauma Scene Decontamination with Medical Waste Service	\$145.53	\$170.89	3
Crime or Trauma Scene Decontamination with Medical Waste Service	\$152.81	\$179.43	4
Crime or Trauma Scene Decontamination with Medical Waste Service	\$160.45	\$188.40	5

Crime or Trauma Scene Decontamination includes Disinfection, Packaging of Contaminated Materials as Regulated Medical Waste, Loading, Transportation, Treatment, Disposal, and Compliance Record-Keeping

EXHIBIT "B"
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/2/2013

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 Crockett Insurance Service P.O. Box 670 Crockett TX 75835		CONTACT NAME: Virginia Smith PHONE (A/C No. Ext): (936) 544-2291 FAX (A/C No): (936) 544-9732 E-MAIL ADDRESS: ginias@crockettinsurance.com	
INSURED MedSTAR Services, LLC P. O. Box 8489 Spring TX 77387-8489		INSURER(S) AFFORDING COVERAGE INSURER A: GREAT DIVIDE INSURANCE COMPANY INSURER B: Texas Mutual Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: MASTER 13/14** **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			GLP01520023-12	9/1/2012	9/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMPOP AGG \$ 1,000,000
							\$
A	AUTOMOBILE LIABILITY			BAP-1520022-12	9/1/2012	9/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							PIP-Basic \$ 100,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001250541	4/2/2013	4/2/2014	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.I. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.I. 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 IS ADDED AS ADDITIONAL INSURED ON THE AUTO PER END #ENV2223 AND MSC90 IS ATTACHED.
 CITY OF COLLEGE STATION IS ADDED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY PER END #CG2026. WAIVER OF SUBROGATION PER END #2404.
 CITY OF COLLEGE STATION IS ADDED AS WAIVER OF SUBROGATION ON THE WORKERS COMPENSATION PER END #WC420304.
 ALL 3 POLICIES HAVE BEEN ENDORSED WITH 30 DAY CANCELLATION NOTICE TO THE CITY OF COLLEGE STATION.

CERTIFICATE HOLDER CITY OF COLLEGE STATION LICENSING AND PERMITS PO BOX 9960 COLLEGE STATION, TX 77840	CANCELLATION 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 

May 9, 2013
Consent Agenda Item No. 2f
Brazos Valley Wide Area Communications System FY 14 Operating and Capital Budgets

To: Kathy Merrill, Interim 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 14 and authorizing the City's quarterly payments of approximately \$52,683 for an annual total of \$210,732; and approval of the BVWACS Capital Budget for FY 14 and payment of the City's share in the amount of \$73,460.53.

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 Proposed Operating Budget and a Proposed Capital Budget for FY 14 was reviewed and approved by the Governing Board on April 17, 2013.

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

Budget & Financial Summary: If approved by Council funding for the City's share of the BVWACS FY 14 Operating Budget and Capital Budget will be included in the Information Technology FY 14 Operating Budget.

Reviewed and Approved by Legal: N/A

Attachments:

1. Proposed BVWACS FY 14 Operating Budget
2. Proposed BVWACS FY 14 Capital Budget

BRAZOS VALLEY WIDE AREA COMMUNICATIONS SYSTEM

APPROVED OPERATING BUDGET FY 2014

EXPENSES	<u>APPROVED FY2014</u>	<u>BVWACS FY2013</u>	<u>BVWACS FY2012</u>	<u>BVWACS FY2011</u>
Personnel				
System Manager	94,694	91,052	91,052	88,400
BVCOG Staff	9,676	19,351	18,787	18,240
Benefits	31,311	33,941	32,952	31,992
Total Personnel	<u>135,681</u>	<u>144,344</u>	<u>142,791</u>	<u>138,632</u>
Direct Expenses				
Travel	8,000	8,000	8,000	8,000
T-1 lines	118,589	109,164	105,816	106,002
Maintenance (Motorola)	239,652	258,445	260,018	83,477
Maintenance (HCRRS)	77,765	77,765	82,000	
Supplies				
Telephone Expense	1,400	1,400	1,398	1,344
Equipment				
Contingency				13,000
Consultants				
Postage, Printing, Training				
Other Direct	15,000	15,000	13,000	
Total Direct Expenses	<u>460,406</u>	<u>469,774</u>	<u>470,232</u>	<u>211,823</u>
Other Direct Expenses				
Copier Expense	160	160	156	150
Postage Expense	195	192	188	134
Insurance	6,000	6,000	5,245	5,043
Training and Meeting Expense	2,500	2,500	2,500	2,500
Total Other Direct Expenses	<u>8,855</u>	<u>8,852</u>	<u>8,089</u>	<u>7,827</u>
Internal Service Funds				
Accounting Svc ISF	4,793	4,608	4,431	4,261
System Adm ISF	10,555	10,149	9,759	9,384
Copy Fax Service ISF	533	513	493	474
Human Resource Management ISF	8,877	8,535	8,207	7,891
Office Space ISF	6,814	6,552	6,300	6,058
Receipt Internet Loc Ph ISF	2,399	2,307	2,218	2,133
Core Supplies ISF	1,800	1,731	1,664	1,600
Supply Procurement ISF	839	807	776	746
Audit Expense	1,300	1,250		
Total Internal Service Funds	<u>37,910</u>	<u>36,452</u>	<u>33,848</u>	<u>32,547</u>
Total Expenses before Indirect	<u>642,852</u>	<u>659,422</u>	<u>654,960</u>	<u>390,829</u>
Indirect Expenses				
Indirect Cost Expense	23,599	17,804	10,162	9,771
Total Indirect Expenses	<u>23,599</u>	<u>17,804</u>	<u>10,162</u>	<u>9,771</u>
Total EXPENSES	<u>666,451</u>	<u>677,226</u>	<u>665,122</u>	<u>400,600</u>

COST ALLOCATION*

Brazos County (391)	14.66%	97,702	90,613	76,489	46,069
Brenham (278)	10.43%	69,511	65,623	65,847	39,659
Bryan (417)	15.64%	104,233	137,816	144,598	87,090
College Station (843)	31.62%	210,732	211,904	196,876	118,578
Texas A & M (279)	10.47%	69,777	65,826	75,558	45,508
Washington County (458)	17.18%	114,496	105,444	105,754	63,695
(Total = 2,666)					

*NOTE: Updated participation rates for FY2014

Approved by Governing Board 4/17/13

BRAZOS VALLEY WIDE AREA COMMUNICATIONS SYSTEM

APPROVED FY2014 CAPITAL BUDGET

Revenue

Beginning Balance	\$	59,652
Partners' Contributions	\$	<u>232,323</u>
TOTAL REVENUE	\$	<u>291,975</u>

Expenses

Console upgrade project	\$	261,153
TOTAL EXPENSES	\$	<u>261,153</u>

Carry forward to FY2015	\$	30,822
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Contributions:

Brazos County (14.66 %)	34,058.55
Brenham (10.43 %)	24,231.29
Bryan (15.64 %)	36,335.32
College Station (31.62 %)	73,460.53
Texas A & M (10.47 %)	24,324.22
Washington County (17.18 %)	39,913.09

Approved by Governing Board 4/17/13

May 9, 2013
Consent Agenda Item No. 2g
Sale of 1022 Crested Point through HOME Reconstruction Loan Program

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding approval of a real estate contract between the City of College Station and Dorothy Ross in the amount of **\$119,900** for the sale of 1022 Crested Point with assistance provided through the HOME Reconstruction Loan Program and for the authorization of the City Manager to sign a temporary residential lease with Dorothy Ross for 1022 Crested Point.

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

Recommendation(s): Staff recommends approval.

Summary: City Council approved a Housing Reconstruction Program Owner Agreement with Dorothy Ross at the March 14th meeting. This agreement provides for assistance of \$110,000 for the demolition and reconstruction of the substandard structure located at 3385 Barron Cutoff Road. Reconstruction of the structure at 3385 Barron Cutoff Road was deemed to be infeasible. The assistance provided under the Reconstruction Loan Program allows for the assistance to be used by the property owner to secure a suitable, replacement dwelling. Staff estimates a bid of \$4,000 for demolition costs of 3385 Barron Cutoff Road and the balance to be applied to the sale of the replacement dwelling. Ms. Ross has selected the home at 1022 Crested Point to purchase as a replacement dwelling.

On April 15, 2013, the City released an Invitation to Bid for the sale of City property located at 1022 Crested Point to individuals, households, or families at or below 80% of the area median income as determined by the U. S. Department of Housing and Urban Development (HUD) who qualify for the Home Reconstruction Loan Program.

Staff evaluated one bid submitted as of the April 29, 2013 deadline. The bid for \$119,900 accomplishes the requirement of selling the property to an income-eligible household who has also qualified for the City's Home Reconstruction Loan Program. Ms. Ross will provide the additional funds to purchase the replacement dwelling.

The property at 1022 Crested Point was acquired and constructed in 2010 by the City with HOME Investment Partnership Program grant funds. The City's total investment in the acquisition, construction, maintenance, and real estate fees is approximately \$137,000. The original appraisal on this property upon completion of construction was \$142,000. A Broker's Opinion of Value completed in July 2012 recommended a lower sales price of \$119,900.

Budget & Financial Summary: \$180,000 of Federal HOME Investment Partnership funds have been approved in the 2012 Annual Action Plan.

Attachments:

Attachment 1: Real Estate Contract for Sale of 1022 Crested Point
Attachment 2: Timeline for Reconstruction Activity at 3385 Barron Cutoff Rd. and 1022 Crested Point

REAL ESTATE CONTRACT

THIS CONTRACT OF SALE is made by and between the **CITY OF COLLEGE STATION, TEXAS**, a Texas Home Rule Municipal Corporation, ("**SELLER**"), and **DOROTHY L. ROSS** ("**BUYER**"), upon the terms and conditions set forth herein.

ARTICLE I PURCHASE AND SALE

1.1 SELLER agrees to sell and convey in fee simple by Special Warranty Deed with Vendor's Lien, and BUYER agrees to purchase and pay for the tract of land known as 1022 Crested Point, College Station, Brazos County, Texas, more particularly described as:

Lot Twelve(12), Block Eleven (11), WESTFIELD VILLAGE #5 SUBDIVISION, an addition to the City of College Station, Texas, according to plat recorded in Volume 7165, Page 73, Deed Records of Brazos County, Texas ("**PROPERTY**"), attached as **Exhibit "A"**,

together with all and singular the rights and appurtenances pertaining to the PROPERTY, together with SELLER's interest in any improvements and fixtures situated on and attached to the PROPERTY, for the consideration and subject to the terms, provisions, and conditions set forth herein. This Contract by SELLER to sell the PROPERTY is subject to approval by the City Council of the City of College Station, Texas; such approval indicated by signature of SELLER's representatives to this Real Estate Contract.

1.2 Title Commitment. Within ten (10) calendar days of the execution of this Contract, SELLER shall request University Title Company to furnish a Commitment for Title Insurance (the "Title Commitment") to insure indefeasible title to the BUYER for Buyer's review together with legible copies of all instruments referred to in the Title Commitment. The SELLER shall request the title company to furnish these items to BUYER within fifteen (15) calendar days of the date of this Contract. BUYER shall have a period of five (5) business days (the "Title Review Period") after receipt of the Title Commitment and the copies of the instruments referred to in Schedule B as exceptions within which to notify SELLER of BUYER's objection to any item shown on or referenced by those documents (the "Reviewable Matters"). Any Reviewable Matter to which BUYER does not object within the Title Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at its election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLER is able to convey or (b) terminate this Contract by written notice to the SELLER, in which case the earnest money shall be refunded to BUYER, and neither SELLER nor BUYER shall have any further rights or obligations under this Contract.

1.3 Survey. SELLER shall provide a Survey showing, without limitation, all adjacent property lines, record ownership of adjoining properties, encroachments, easements, rights-of-way and other encumbrances of record. The survey shall reflect any encroachments onto or by

the PROPERTY onto adjoining properties. BUYER shall have a period of five (5) business days (the "Survey Review Period") after receipt of the Survey within which to notify SELLER of BUYER's objection to any item shown on or referenced on the Survey. Any Reviewable Matter to which BUYER does not object within the Survey Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at its election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLER is able to convey or (b) terminate this Contract by written notice to the SELLER, in which case any earnest money shall be refunded to BUYER, and neither SELLER nor BUYER shall have any further rights or obligations under this Contract. The description, as prepared by the surveyor, shall be used in the Special Warranty Deed with Vendor's Lien.

1.4 SELLER is a tax-exempt entity.

1.5 **Deed.** The sale of the PROPERTY shall be made by a Special Warranty Deed with Vendor's Lien from SELLER to BUYER in the form prepared by SELLER attached hereto as **Exhibit "B"**.

ARTICLE II PURCHASE PRICE

2.1 The purchase price for said PROPERTY shall be the sum of **ONE HUNDRED NINETEEN THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$119,900.00)** for the consideration paid for the PROPERTY and the balance payable at closing.

2.2 **Earnest Money.** BUYER shall deposit \$500.00 as earnest money with City of College Purchasing Division, upon execution of this Contract by both parties.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLER hereby represents and warrants to BUYER as follows:

(a) SELLER has the full right, power, and authority to enter into and perform its obligations under this Contract.

(b) SELLER has no actual knowledge of any parties in possession of any portion of the PROPERTY, either as lessees, tenants at sufferance, trespassers, or other persons in possession. Additionally, SELLER has no actual knowledge of any action by adjacent landowners, or any natural or artificial conditions upon the PROPERTY, or any significant adverse fact or condition relating to the PROPERTY, which has not been disclosed in writing to BUYER by SELLER, which would prevent, limit, impede or render more costly BUYER's contemplated use of the PROPERTY.

(c) SELLER has no actual knowledge of any pending or threatened condemnation or similar proceedings or assessment affecting the PROPERTY or any part thereof. SELLER has no actual knowledge of any such proceedings or assessments contemplated by any governmental entity.

(d) If SELLER obtains actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Contract and receiving back its earnest money, in which case neither party shall have any further obligation to the other.

(e) SELLER is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended, Sections 1445 and 7701 (i.e., SELLER is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

(f) To the best of SELLER's knowledge there are no unpaid charges, debts, liabilities, claims or obligations arising from any construction, occupancy, ownership, use or operation of the PROPERTY, or the business operated thereon, if any, which could give rise to any mechanic's or materialmen's or other statutory lien against the PROPERTY, or any part thereof, or for which BUYER will be responsible.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 BUYER represents and warrants to SELLER as of the effective date and as of the closing date that:

(a) BUYER has the full right, power, and authority to purchase the PROPERTY from SELLER as provided in this Real Estate Contract and to carry out BUYER's obligations under this Real Estate Contract, and all requisite action necessary to authorize BUYER to enter into this Real Estate Contract and to carry out BUYER's obligations hereunder has been obtained or on or before closing will have been taken.

(b) BUYER will comply with all requirements of **BID #13-060, attached as Exhibit "C"**, which is a part of the terms conditions, covenants and restrictions of the sale.

**ARTICLE V
CLOSING**

5.1 The closing shall be held at City of College Community Development Office, within *forty-five (45) calendar days* from the execution and tender of this Real Estate Contract by BUYER, at such time and date as SELLER and BUYER may agree upon (the "closing date").

5.2 At the closing, SELLER shall:

(a) Deliver to BUYER the duly executed and acknowledged Special Warranty Deed with Vendor's Lien prepared by SELLER conveying good and indefeasible title in the PROPERTY, free and clear of any and all liens, encumbrances, except for the Reviewable Matters and subject to the BUYER's election to terminate this Real Estate Contract in the event BUYER disapproves of any Reviewable Matter, which objection is to be cured by SELLER on or prior to the closing as provided by Article I of this Contract.

(b) Deliver possession of the PROPERTY to BUYER.

(c) Deliver to BUYER, at BUYER's expense, a Title Policy insuring indefeasible title issued by University Title Company, in BUYER's favor in the full amount of the purchase price, insuring BUYER's fee simple interest in the PROPERTY subject only to such exceptions as shown on the Title Commitment and not objected to by BUYER prior to closing.

(d) Prepare, at its cost, the Special Warranty Deed with Vendor's Lien document.

(e) Pay the SELLER's expenses and attorney fees, if any.

5.3 Upon such performance by SELLER at closing, BUYER shall:

(a) Pay the balance of the purchase price and all closing costs, with the exception of pro-rated taxes, at closing.

(b) Execute a Real Estate Lien Note and Deed of Trust in favor of the City of College Station, Texas in the amount of **ONE HUNDRED NINETEEN THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$119,900.00)**.

(c) Pay the title insurance.

(d) Pay the costs to obtain, deliver and record all documents including but not limited to, the Special Warranty Deed with Vendor's Lien from SELLER to BUYER and Deed of Trust securing second lien note to the City of College Station.

(e) Pay the BUYER's expenses or attorney fees.

(f) Pay the additional premium for the survey/boundary deletion in the title policy, if the deletion is requested by BUYER.

(g) Pay the costs of work required by BUYER to have the survey reflect matters other than those required under this Real Estate Contract.

ARTICLE VI SPECIAL CONDITIONS

6.1 Temporary Residential Lease. BUYER shall be entitled to occupy the Property according to the **Temporary Lease Agreement in Exhibit "D"** that BUYER will execute. The City Manager is authorized to execute the Lease on behalf of SELLER. The Temporary Residential Lease will terminate at the closing of this Property, unless terminated sooner. If the Temporary Residential Lease does not expire or terminate at the closing of this Property, the SELLER must vacate the premises. SELLER shall have the right to remove all of the SELLER's personal belongings and fixtures. If this Lease terminates other than at the closing of the Property then a tenancy at sufferance is created and will not operate to renew or extend this Lease. Tenant shall pay \$75.00 per day during the period of any possession after termination as damages, in addition to any other remedies to which Landlord is entitled.

6.2 Both parties agree that the sale of this PROPERTY is subject to Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended (42 United States Code §§ 12701 et seq.) and 24 Code of Federal Regulations Part 92, the City of College Station Community Development Housing Reconstruction Loan Program, and the General Administrative Guidelines

6.3 EXCEPT FOR THE REPRESENTATIONS CONTAINED IN THIS REAL ESTATE CONTRACT BETWEEN BUYER AND SELLER, BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). BUYER EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND SELLER EXPRESSLY DISCLAIMS, AND BUYER ACKNOWLEDGES AND ACCEPTS THAT SELLER HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED

6.4 (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF

REPAIR OF ANY SUCH IMPROVEMENTS. BY BUYER'S ACCEPTANCE OF THIS REAL ESTATE CONTRACT, BUYER REPRESENTS THAT BUYER HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY BUYER, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

**ARTICLE VII
BREACH BY SELLER**

7.1 In the event SELLER fails to fully and timely perform any of its obligations under this Contract or fails to consummate the sale of the PROPERTY for any reason except BUYER's default, BUYER may:

- (a)** Enforce specific performance of this agreement; and/or
- (b)** Bring suit for damages against SELLER.

**ARTICLE VIII
BREACH BY BUYER**

8.1 In the event BUYER fails to consummate the purchase of the PROPERTY (BUYER being in default and SELLER not being in default hereunder), SELLER shall have the right to bring suit against BUYER only for expectancy and incidental damages, if any.

**ARTICLE IX
MISCELLANEOUS**

9.1 Survival of Covenants: Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period of time following the closing date, shall survive the closing and shall not be merged by deed or otherwise be extinguished.

9.2 Notice: Any notice required or permitted to be delivered by this Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to SELLER or BUYER, as the case may be, at the addresses set forth below:

SELLER: City of College Station
Legal Department
1101 Texas Avenue

BUYER: Dorothy L. Ross
1022 Crested Point
College Station, Texas 77845

College Station, Texas 77840

9.3 Texas Law to Apply: This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract are to be performed in Brazos County, Texas.

9.4 Parties Bound: This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The persons executing this Contract do so in their capacities as set forth below and in no other capacity whatsoever, and such persons shall have no personal liability for executing this Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative.

9.5 Invalid Provision: In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9.6 Construction: The parties acknowledge that each party and its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

9.7 Prior Agreements Superseded: This Contract embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

9.8 Time of Essence: Time is of the essence to this Contract.

9.9 Gender: Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

9.10 Multiple Counterparts: This Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Contract it shall not be necessary to produce or account for more than one counterpart.

9.11 Memorandum of Contract: Upon request of either party, both parties shall promptly execute a memorandum of this agreement suitable for filing of record.

LIST OF EXHIBITS

- A. Survey
- B. Special Warranty Deed
- C. Bid Documents
- D. Temporary Residential Lease

SELLER:

BUYER:

CITY OF COLLEGE STATION

BY: _____
Mayor

Dorothy L. Ross
Dorothy L. Ross
Date: 4-30-13

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

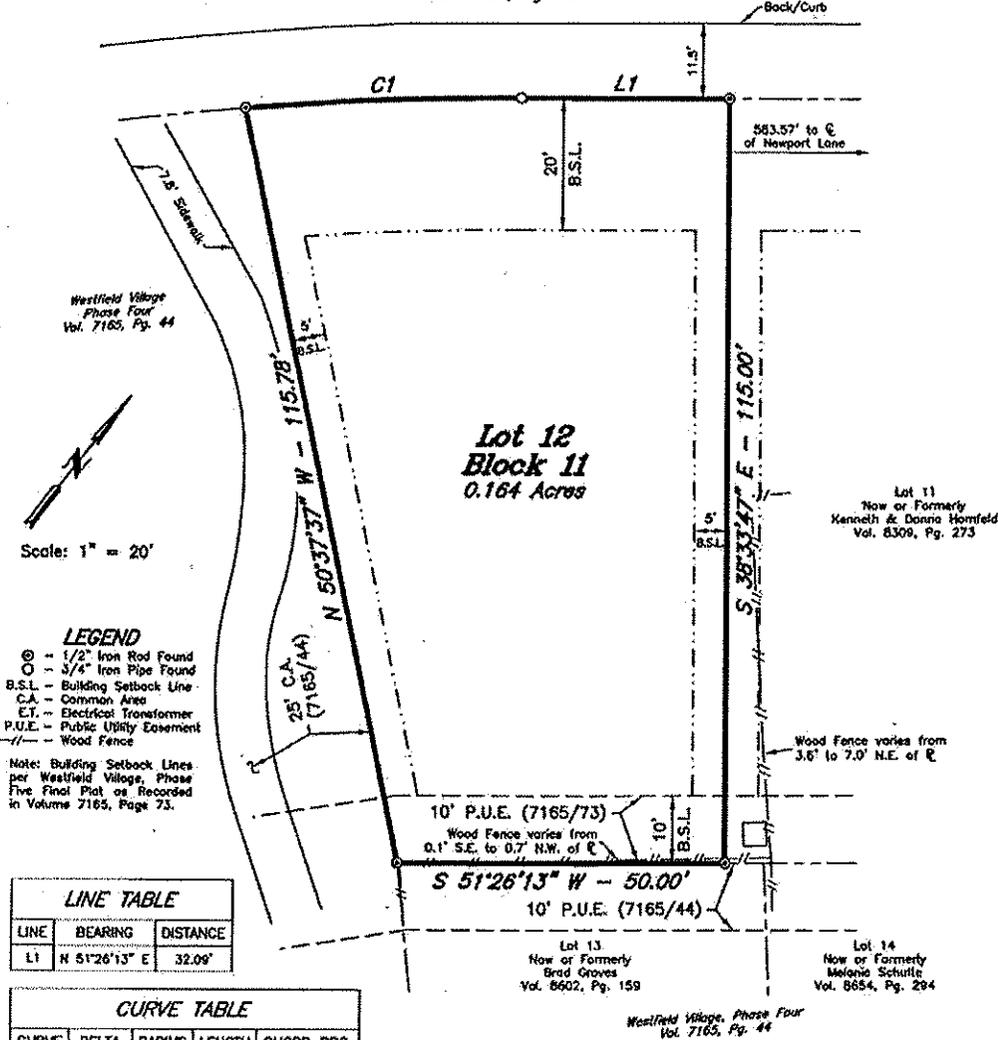
City Manager
Date: _____

Executive Dir. Bus. Services
Date: _____

City Attorney
Date: _____

Exhibit A
Survey

Crested Point Drive
 50' R.O.W. ~ 27' Pavement
 Vol. 7165, Pg. 73



LEGEND
 ⊙ - 1/2" Iron Rod Found
 ○ - 3/4" Iron Pipe Found
 B.S.L. - Building Setback Line
 C.A. - Common Area
 E.T. - Electric Transformer
 P.U.E. - Public Utility Easement
 --- Wood Fence
 Note: Building Setback Lines per Westfield Village, Phase Five Final Plat as Recorded in Volume 7165, Page 73.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 51°26'13" E	32.09'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BRG.
C1	4°48'52"	500.00'	42.16'	N 49°01'17" E

Lot Twelve (12), Block Eleven (11), WESTFIELD VILLAGE, PHASE FIVE, an addition to the City of College Station, Texas, according to plat recorded in Volume 7165, Page 73, Official Records of Brazos County, Texas.

- The bearing system and actual measured distance to the monuments are consistent with the recorded plat in Volume 7165, Page 73, Official Records of Brazos County, Texas.
- Survey is valid only if print has original seal and signature of Surveyor in red ink.
- Every document of record reviewed and considered as a part of this survey is noted hereon. No abstract of title, nor title commitment, nor results of the title searches were furnished to the surveyor. There may exist other documents of record that would affect this parcel.
- Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, other than possible easements that were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, and any other facts that an accurate and current title search may disclose.
- There are no visible encroachments other than those shown hereon.
- According to the Flood Insurance Rate Maps for Brazos County, Texas and Incorporated Areas, Revised Map Number 48041C0205 D, effective February 9, 2000, this property is located in an "Other Areas Zone X" determined to be outside the 500-year floodplain.
- Owner: City of College Station as recorded in Volumes 8879, Page 152.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650, State of Texas, hereby certify that this survey made on the ground under my supervision on January 16, 2009, correctly represents the facts found at the time of survey and that my professional service conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Survey.



Exhibit B
Special Warranty Deed

EXHIBIT "B"

**FORM SPECIAL WARRANTY DEED
WITH VENDOR'S LIEN**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE
A NATURAL PERSON, YOU MAY REMOVE OR STRIKE
ANY OR ALL OF THE FOLLOWING INFORMATION FROM
ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN
REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN
THE PUBLIC RECORDS: YOUR SOCIAL SECURITY
NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED
WITH VENDOR'S LIEN**

DATE: _____

GRANTOR: CITY OF COLLEGE STATION, TEXAS

GRANTOR'S MAILING ADDRESS: P.O. Box 9960
(including county) Brazos County
College Station, Texas 77840

GRANTEE: _____

GRANTEE'S MAILING ADDRESS: _____
(including county) Brazos County
College Station, Texas 778__

CONSIDERATION:

Ten Dollars (\$10.00) and other good and valuable consideration, and two notes of even date that are described in this paragraph and referred to as the first-lien note and the second-lien note. The first-lien note is in the principal amount of _____ AND ___/100 DOLLARS (\$ _____), payable to the order of _____. That first-lien note is secured by a first and superior vendor's lien and superior title retained in this deed for _____ and is also secured by a first and superior deed of trust of even date from Grantee to _____. The second-lien note is in the principal amount _____ AND ___/100 DOLLARS (\$ _____) and is executed by Grantee, payable to the order of Grantor. The second-lien note is secured by a second and inferior vendor's lien and superior title retained in this deed and by a second and inferior deed of trust of even date from Grantee to Glenn Brown, Trustee, for the benefit of Grantor.

PROPERTY (including any improvements):

All that certain lot, tract or parcel of land lying and being situated in Brazos County, Texas, and being Lot _____ (____), Block _____ (____), _____, an addition to the City of College Station, Brazos County, Texas, according to the Plat recorded in Volume _____, Page _____, of the Official Records of Brazos County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made subject to all valid and subsisting easements, restrictions, rights-of-way, conditions, exceptions, reservations, covenants, oil and gas leases, mineral severances, and other instruments of whatsoever nature of record, if any; zoning laws and other restrictions, regulations, ordinances and statutes of municipal or other governmental authorities applicable to and enforceable against the described premises; rights of adjoining owners in any driveways, walkways, walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping improvements; taxes for _____ from the date of closing which GRANTEE assumes.

OTHER EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Grantor hereby reserves all interest in the oil, gas, and other minerals in and under and that may be produced from the said property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said property for oil, gas and other minerals and removing the same therefrom.

EXCEPT FOR THE REPRESENTATIONS, IF ANY, CONTAINED IN THIS SPECIAL WARRANTY DEED WITH VENDOR'S LIEN BETWEEN GRANTOR AND GRANTEE, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS SPECIAL WARRANTY DEED WITH VENDOR'S LIEN, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY. GRANTEE TAKES THE PROPERTY WITH THE EXPRESS UNDERSTANDING AND STIPULATION THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's successors and assigns, to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

The first vendor's lien and superior title retained in this deed secure payment of the first-lien note, and they are transferred to _____ without recourse on Grantor. The second vendor's lien and superior title secure payment of the second-lien note, and all liens securing its payment are second, subordinate, and inferior to the first-lien note, and to all liens securing payment of the first-lien note.

When the context requires, singular nouns and pronouns include the plural.

CITY OF COLLEGE STATION

BY: _____
Mayor

ATTEST:

City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, Mayor of the City of College Station, a Texas Municipal Corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

PREPARED IN THE OFFICE OF:
City of College Station
Legal Department
P.O. Box 9960
College Station, Texas 77842-9960

RETURN ORIGINAL DOCUMENT TO:
City of College Station
Legal Department
P.O. Box 9960
College Station, Texas 77842-9960

Exhibit C
Bid Documents

INTRODUCTION

SPECIFIC TERMS AND CONDITIONS

PROJECT/PROPERTY INFORMATION

TERMS OF SALE

SELECTION PROCESS/LIMITATION

BID FORM

CERTIFICATION OF BID

ATTACHMENT A: SITE LOCATION MAP

ATTACHMENT B: FLOORPLAN

ATTACHMENT C: MEDIAN INCOME LIMITS

ATTACHMENT D: HOUSING RECONSTRUCTION LOAN ASSISTANCE GUIDELINES

ATTACHMENT E: APPLICATION FOR HOUSING MINOR REPAIRS OR
REHABILITATION OR RECONSTRUCTION PROGRAM

ATTACHMENT F: FORM NOTE
(Housing Reconstruction Loan Program Assistance)

ATTACHMENT G: FORM DEED OF TRUST
(Housing Reconstruction Loan Program Assistance)

INTRODUCTION

Bids will be received at the City of College Station Purchasing Department, 1101 Texas Avenue, College Station, Texas 77842, until **Monday, April 29, 2013 at 2:00 P.M. CST**, and publicly opened and read aloud at City Hall, 1101 Texas Avenue, College Station, Texas. Questions regarding this bid shall be submitted in writing via the Brazos Valley Online Bidding System at <https://brazosbid.cstx.gov> . The deadline to submit written questions is **Thursday, April 24, 2013 @ 2:00 P.M. CST**. Clearly mark return bid envelope with Bid #13-060 and Bid Opening Date.

By submitting a bid, the Bidder acknowledges that it is not relying on any representation, warranty, statement or other assertion of City or any employee, agent or representative of City, and the Bidder is relying on the Bidder's own examination of the Property.

Bids are solicited for the cash sale of a tract of land and improvements located thereon which include a single family residence. This property is available for sale and is subject to the terms and conditions specified hereinbelow:

SPECIFIC TERMS AND CONDITIONS

The following instructions apply to all bids and become a part of the terms and conditions of any bid submitted to the City of College Station Purchasing Services Division, unless otherwise specified elsewhere in this bid request. All Bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so:

Definitions

In order to simplify the language throughout this bid, the following definitions shall apply:

QUALIFIED BIDDER, BIDDER means – an individual, household, or family, earning at or below 80% of the area median income, that has been approved for the City's Housing Reconstruction Loan Program. All others including intermediaries, speculative investors or real estate agents are not qualified bidders and are NOT eligible to submit a bid.

CITY COUNCIL – means the elected officials of the City of College Station, Texas, given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution, City Charter, and all applicable laws.

CONTRACT DOCUMENTS – means a real estate sales contract and all documents related thereto including this request for bids between the City and a successful Bidder for the sale of the Property specified in this bid.

BUYER – means the successful Highest Responsible Qualified Bidder(s) of this bid request.

GUIDELINES - The Housing Reconstruction Loan Program Guidelines, version as approved by the City Council in April 2012, a copy of which is included in this bid packet as Exhibit D.

PROPERTY - means Lot Twelve (12), Block Eleven (11), Westfield Village, Phase Five, an addition to the City of College Station, Texas, according to plat recorded in Volume 7165, Page 73, Deed Records of Brazos County, Texas, more commonly known as 1022 CRESTED POINT, College Station, Texas, together with all and singular the rights and appurtenances pertaining to the PROPERTY.

IMPROVEMENTS: means a 3-bedroom, 2-bath house consisting of approximately 1,351 heated square feet. A floor plan is attached hereto as Exhibit B.

SELLER, CITY or CITY OF COLLEGE STATION –means the City of College Station, a Texas home-rule municipal corporation.

Guidelines for Bids

- The minimum bid for the Property is **\$119,900**.
- **Bids must be submitted on the Real Estate Contract attached to this Bid Packet. The Contract must be completed and signed by the Bidder.**
- Bidders shall submit a \$500 certified or cashier's check, made out to the title company of the bidder's choice or to the City of College Station if they are not purchasing title insurance, as a partial earnest money deposit to accompany the Real Estate Contract at bid opening. The certified or cashier's check will be returned to the unsuccessful bidders when a buyer has been determined, or not to exceed 30 days beyond bid opening.

Receipt of Bids

Bids must be received by the Purchasing Services Division prior to the time and date specified. The mere fact that the bid was dispatched will not be considered sufficient. The bidder must ensure that the bid is actually delivered. **Faxed bid responses are NOT acceptable.**

Certification

Bids must be completed and submitted on the real estate sales contract form included in this bid. Certification of Bid must be fully completed.

Award of Contract

The bid award may be based on, but not necessarily limited to, the following factors:

- a. Price;
- b. Documentation and Verification of Bidder's financial history and employment;
- c. Eligibility of Bidder for Housing Reconstruction Loan Program Assistance under City's Housing Reconstruction Loan Program Assistance Guidelines;
- d. Pre-qualification and pre-approval by a mortgage lending institution, and;
- e. Any other applicable federal or City guidelines, laws, regulations or rules governing Community Development programs or funds for this project.

In the event that there are any discrepancies between the total bid price and the terms of sale, the price that renders the highest monetary bid for the property will prevail.

Although the monetary amount of the bid is an essential part of the Bid, the City is not obligated to award a contract on the sole basis of the monetary bid.

Acceptance

Upon acceptance and approval by the City Council, this bid is accepted and becomes part of the contract documents between the City and the successful bidder for the period designated.

Reservations

The City reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any non-material technicalities for the best interest of the City. The City reserves the right to reject any bid that does not fully respond to each specified item.

Communication

No verbal agreement or conversation with any officer, agent or employee of the CITY and any potential bidder, either before or after the closing of the bid, shall be binding on the City or affect or modify any of the terms or obligations hereunder. Only bid price and community development qualifications will be considered.

Cancellation

The City reserves the right to cancel this contract or any portion thereof immediately should Buyer fail to comply with terms stated in contract.

Changes

Any change in income or household composition may result in disqualification of the bid. Bidder shall notify the City in writing immediately upon any change in household composition or income. The City shall not be obligated to sell the property unless City expressly consents to the changes after notice, Bidder demonstrates that it can meet all the requirements contained in this bid, and City evaluates and assesses the Bidder's submittal.

Payment Terms

Buyer shall be bound to the payment terms City of College Station Housing Reconstruction Loan Program guidelines. City will not finance any part of the sale except for any Housing Reconstruction Loan Program Assistance.

DISCLAIMER OF WARRANTIES/SALE OF PROPERTY AND IMPROVEMENTS "AS IS"

CITY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS OF THE

IMPROVEMENTS, UTILITIES, ENVIRONMENTAL STATE OF THE PROPERTY OR SUITABILITY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE. THE PROPERTY IS PLACED OUT FOR BID AND SOLD "AS IS" AND "WITH ALL FAULTS". WITHOUT LIMITING CITY'S OBLIGATION TO DELIVER A DEED WITH SPECIAL WARRANTY OF TITLE ON THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT, CITY MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY. IN NO EVENT WILL THE CITY BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY OR IMPROVEMENTS THEREON, OR FOR REMEDYING OR REPAIRING SAME, INCLUDING BUT NOT LIMITED TO, DEFECTS RELATING TO REPAIRING ANY STREETS, UTILITIES OR ANY IMPROVEMENTS LOCATED ON THE PROPERTY OR SHOWN ON ANY PLAT OF THE PROPERTY. THE CITY HAS NOT CONDUCTED, AND WILL NOT CONDUCT, ANY ENVIRONMENTAL INSPECTION OR OTHER TESTING OR INSPECTION OF THE PROPERTY OR THE IMPROVEMENTS. THE PROVISIONS CONTAINED IN THIS PARAGRAPH SHALL SURVIVE THE CLOSING HEREUNDER AND THE DELIVERY FROM SELLER TO BUYER OF THE WARRANTY DEED. BIDDER IS ADVISED TO MAKE ITS OWN INSPECTION OF THE PROPERTY.

Variations

Any variation from the conditions of sale must be indicated on the Bid or on a separate attachment to the Bid. This sheet shall be labeled as such.

SALE CONTINGENT ON COUNCIL APPROVAL

THIS SALE IS SUBJECT TO THE EXPRESS APPROVAL OF THE CITY OF COLLEGE STATION CITY COUNCIL. SHOULD THE CITY COUNCIL FAIL TO APPROVE THIS SALE FOR ANY REASON, THE CONTRACT WILL IMMEDIATELY BECOME NULL AND VOID, CITY WILL AUTHORIZE THE TITLE COMPANY TO RETURN THE EARNEST MONEY TO THE PURCHASER AND NEITHER PARTY WILL HAVE ANY FURTHER OBLIGATIONS OR LIABILITY TO THE OTHER.

NO WARRANTIES OR GUARANTIES

ANY OFFER PRESENTED TO CITY MUST BE BASED ON THE BIDDER'S OWN INSPECTION AND INVESTIGATION OF THE PROPERTY AND NOT ON ANY STATEMENTS MADE BY CITY OR COMMUNITY DEVELOPMENT EMPLOYEES. CITY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE PROPERTY, THE INFORMATION SET FORTH IN THIS REQUEST FOR BIDS OR ANY COMMUNITY DEVELOPMENT REQUIREMENTS.

WITHDRAWAL

THIS PROPERTY IS SUBJECT TO WITHDRAWAL FROM THE MARKET BY CITY AT ANY TIME FOR ANY OR NO REASON. IN THE EVENT OF SUCH WITHDRAWAL, BIDDERS WILL BE NOTIFIED BY CITY BASED UPON THE LIST MAINTAINED BY THE CITY PURCHASING DEPARTMENT OF DELIVERED BID PACKAGES.

RIGHT OF REJECTION OR DISCONTINUATION RESERVED BY CITY

CITY RESERVES THE RIGHT TO REJECT ANY AND ALL OFFERS IN ITS SOLE DISCRETION FOR ANY OR NO REASON WHATSOEVER. CITY SHALL HAVE THE RIGHT TO DISCONTINUE THE OFFER PROCESS AT ANY TIME PRIOR TO EXECUTION BY CITY OF THE CONTRACT. IN SUCH EVENT, CITY SHALL NOTIFY THE BIDDERS OF SUCH DISCONTINUATION. CITY RESERVES THE RIGHT, AFTER DISCONTINUANCE OF THE BID PROCESS, TO SELL THE PROPERTY TO ANY PARTY AND ON ANY TERMS ACCEPTABLE TO CITY.

PROJECT/PROPERTY INFORMATION

Project Description

As part of a strategy to promote homeownership opportunities for low-income and moderate-income individuals and households, the City of College Station is soliciting bids from qualified bidders for the purchase of the Property for the sole purpose of owner occupancy.

HOUSING RECONSTRUCTION LOAN PROGRAM ASSISTANCE INFORMATION

The City will provide Housing Reconstruction Loan Program assistance to the Buyer in the amount up to \$110,000 from the City's federal HOME grant funds to facilitate demolition of the owner's current substandard home and the purchase of the property by the successful bidder.

The sale of this property will be subject to the criteria specified in Exhibit D to ensure that the property remains owner-occupied by a low to moderate income household. Any change in income or household composition may result in disqualification of the bid. Bidder shall notify the City in writing immediately upon any change in household composition or income. The City shall not be obligated to sell the property unless City expressly consents to the changes after notice, Bidder demonstrates that it can meet all the requirements contained in this bid, the contract documents, any applicable federal laws pertaining to community development and City evaluates and assesses the Bidder's submittal and qualifications.

Property Information

Property size: as described in the survey attached to the Real Estate contract as Exhibit A.

Improvements: as described in "Specific Terms and Conditions" Section hereinabove.

Property Description: as described in "Specific Terms and Conditions" Section hereinabove. The property has been platted. The property is subject to restrictive covenants filed in Volume 7165, Page 73, Deed Records, Brazos County, Texas. The sale of this Property does not include any minerals.

Zoning: The property is zoned R-1.

Utilities: Water, sewer, gas, and electricity are connected.

NOTICE AND DISCLAIMER REGARDING PLANS

The City does not guarantee the actual square footage of the structure. Bidders may rely only upon their own investigation and inspection of the structure and improvements. The plans available for review are for general informational purposes only and the Bidder may not rely on their accuracy. There may be differences or discrepancies between the plans and the house as built.

The information provided is the best available information available to the City, but is not warranted or guaranteed in whole or in part. The bidder is entirely responsible for verifying the accuracy of this information and the suitability of the Property for any intended use. The bidder is encouraged to inspect the Property carefully, as provided in this Request for Bids and to become familiar with access, taxes, utilities, easements and all other issues which concern the Property.

CITY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS (EXPRESS OR IMPLIED OR BY OPERATION OF LAW), WITH RESPECT TO THE CONDITION, SUITABILITY, HABITABILITY, MERCHANTABILITY OR FITNESS OF THE IMPROVEMENTS OR UTILITIES FOR ANY PARTICULAR PURPOSE.

TERMS OF SALE

The successful bid will be subject to the following terms of sale:

- All Bidders must schedule an appointment and attend homebuyer counseling with the City's Community Development Unit (phone 979-764-3778 for an appointment).
- All Bidders must submit a completed Application for Homeownership Programs, Verification of Employment form, and all required supporting documents to the Community Development Unit prior to scheduling homebuyer counseling.
- The terms and conditions of the contract documents including Buyer's bid proposal shall be binding on Buyer and Buyer's successors-in-interest, heirs, and assigns. Bids shall be valid for a period of 120 days from the deadline for submittal.
- The City will convey the Property subject to the retention of any easements or rights of way necessary for utilities or other public improvements. If the easements or rights of way are not specified on or before closing the property will be conveyed subject to blanket utility, drainage, greenway and other public easements as determined by the City in the City's sole discretion. A survey is provided at City's cost and will be the legal description employed in the final contract documents.
- Buyer to pay all closing costs and expenses for the Property, except for the City's attorney fees, which will be paid by the City of College Station Community Development Housing Reconstruction Loan Program.
- Buyer will comply with all provisions of the City's Housing Reconstruction Loan Program Guidelines.
- The above criteria are incorporated into the contract documents.

- Following the Bid deadline, but prior to selection by City of the winning offer, City reserves the right to require evidence satisfactory to City of any bidder's financial ability to purchase the Property, their eligibility under the Housing Reconstruction Loan Assistance Program and any other federal or City requirements, and to fully perform its obligations under the Contract. A Bidder who fails to promptly supply evidence satisfactory to City may be disqualified at the option and sole discretion of City.

SELECTION PROCESS/LIMITATION

Selection Process

Bids will be evaluated on the basis of compliance with the criteria listed hereinabove, information supplied in response to the items defined herein, and the highest net monetary bid amount. All respondents will be notified of the selection once the City Council has made its decision.

Limitation

The City of College Station reserves the right to accept or reject any or all bids as a result of this request, or to cancel, in part or in its entirety, this Request for Bids if found to be in the best interest of the City. This Request for Bids does not commit the City to award a contract, pay costs incurred for the preparation of the response documents, or any subsequent costs associated with provision of additional information or presentation, or to procure or contract for services or goods. All submittals become the property of the City of College Station, and will be open to public inspection.

Sealed bids must be received no later than **2:00 p.m. on Monday, April 29, 2013 by the Purchasing Department**, at which time they will be publicly opened. Bids received after that time will be returned unopened to the sender.

**BID FORM – SALE OF PROPERTY
BID NO. 13-060**

Sealed bids shall be submitted in strict accordance with the procedures, terms and conditions contained in Bid No. 13-060.

Bidder hereby offers and agrees, if this bid is accepted, to purchase the property identified herein for the firm fixed price entered below.

Property Description:

1022 Crested Point
College Station, Texas
Lot 12, Block 11, Westfield Village, Phase 5

Bid Amount: \$ _____

Number of Addenda is hereby acknowledged _____

- Sealed bids shall include: Bid Form, Certification of Bid, and a \$500 certified or cashier's check, made out to the title company of the bidder's choice or to the City of College Station.

CERTIFICATION OF BID

The undersigned represents that no member of the College Station City Council is under contract either directly or indirectly with Bidder, Bidder's agents, contractors or subcontractors. This representation and warranty shall be in effect for the full term of this Agreement.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid.

Furthermore, the undersigned agrees to execute the required real estate contract, promissory note, and deed of trust, the form of which are attached hereto. The undersigned also certifies the bidder's commitment to adhere to the Terms of Sale in this invitation to bid.

Signed By: _____

Typed Name: _____

Phone No.: _____ Fax No.: _____

Mailing Address: _____ E-mail: _____
P.O. Box or Street

_____ Date: _____
City State Zip

END OF BID #13-060

Exhibit D
Temporary Residential Lease

**TEMPORARY RESIDENTIAL LEASE
FOR 1022 CRESTED POINT**

**ARTICLE I.
PARTIES**

The parties to this Temporary Residential Lease are **City of College Station**, a Texas Home Rule Municipal Corporation (landlord) and **Dorothy L. Ross** (tenant).

**ARTICLE II
LEASE**

Landlord leases to tenant the property (the property) as described in paragraph 1.1 of the attached **Real Estate Contract with Contract No. 13-210** (the contract) between landlord as seller and tenant as buyer dated the same date as this Temporary Residential Lease Agreement and known as 1022 Crested Point, College Station, Texas, Brazos County.

**ARTICLE III
TERM**

The term of this lease commences on **May 17, 2013** and terminates on the contract closing date, unless terminated earlier by reason of other provisions below.

**ARTICLE IV
CONSIDERATION**

A. Tenant shall pay as rental \$Iper day, payable *upon termination of this lease*. No portion of the rental paid shall be applied to payment of any items covered by the contract. The rental shall be paid to landlord or landlord's agent at the address which appears by landlord's signature below.

**ARTICLE V
SECURITY DEPOSIT**

Tenant has paid to landlord or his agent, **\$50**, as a deposit, to secure performance of this lease by tenant. If this lease is terminated before closing of the sale of the property, the deposit shall be used by the landlord to the extent necessary to satisfy tenant's obligations under this lease, and the unused portion of the deposit will be refunded to tenant, together with an itemized list of all deductions from the deposit, within **30** days after tenant surrenders possession of the property. If this lease is terminated by the closing of the sale of the property, the deposit will be refunded to tenant at the closing.

**ARTICLE VI
UTILITIES**

The tenant shall be responsible for all utility company connections and payment of all deposits and charges to utility companies.

**ARTICLE VII
USE OF PROPERTY**

The property shall be used and occupied by tenant for single family dwelling purposes only. The tenant shall not assign this lease or sublet any part of the property.

**ARTICLE VIII
PETS**

No pets shall be kept on the property.

**ARTICLE IX
CONDITION OF PROPERTY**

Tenant accepts the property in its present condition and state of repair. If this lease is terminated other than by the closing of the sale under the contract, tenant shall surrender the property to landlord in its present condition, or as may have been improved by landlord.

**ARTICLE X
ALTERATIONS**

No holes may be made or nails driven into the woodwork, floors, walls, or ceilings of the improvements, nor may tenant alter, paint or decorate the property or install improvements or fixtures on the property without prior written consent of landlord. Any additional improvements or fixtures placed on the property shall become the property of landlord if this lease is terminated other than by closing of the sale under the contract. Such improvements or fixtures shall remain upon and be surrendered with the property.

**ARTICLE XI
INSPECTIONS**

Landlord may enter the property at all reasonable times to inspect, complete, replace or repair the improvements.

**ARTICLE XII
LAWS**

Tenant shall obey all applicable laws, restrictions, ordinances, rules, and regulations with respect to the property.

**ARTICLE XIII
REPAIRS AND MAINTENANCE**

Tenant shall bear all expense of repairing and maintaining the property, including but not limited to yard, trees and shrubs, unless otherwise stipulated in the contract. Notwithstanding the provision of the contract relating to casualty loss, Tenant shall replace or repair at the expense of tenant any damage to the property caused directly or indirectly by the acts or omissions of the tenant or any other person therein or thereon by the consent, invitation or sufferance of the tenant. The repair or replacement of such damage shall be commenced and prosecuted to completion with reasonable dispatch. Tenant hereby knowingly, voluntarily, specifically and for a valuable consideration waives all duties imposed on the landlord that can be waived pursuant to Tex. Prop. Code Ann. § 92.006.

**ARTICLE XIV
INDEMNITY & RELEASE**

A. INDEMNITY: Tenants indemnify Landlord from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind to persons or property sustained or claimed to have been sustained by anyone by reason of the operation, use or occupation of the Premises by Tenants or any sublessees, whether such use is authorized or not, or by any act or omission of Tenants or any of its agents, employees, guests, patrons, sublessees or invitees, and Tenants shall pay for all and any damage to the Premises, or loss or theft of such property, done or caused by those persons. This indemnification includes attorney's fees, costs, and expenses incurred by Landlord. For purposes; of this indemnity, removal of personalty and fixtures from the Premises at the end of the Term as permitted in the Contract shall not be deemed "damage" or "loss" hereunder.

B. HOLD HARMLESS and RELEASE: Tenants hereby release and hold harmless Landlord, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with this lease agreement, excepting only willful misconduct of Landlord's employees or agents.

**ARTICLE XV
INSURANCE**

Landlord and tenant shall each maintain such insurance on the improvements and property as each party may deem appropriate during the term of this lease. Note: Possession of the property by the tenant changes policy rights. Consult your insurance agent prior to change of possession.

**ARTICLE XVI
DEFAULT**

If tenant fails to perform or observe any provision of this lease and fails to remedy same within *one* day after notice by landlord, or if bankruptcy proceedings are commenced by or against tenant, or an assignment for the benefit of creditors is made by tenant, the same shall constitute a default under this lease.

**ARTICLE XVII
TERMINATION**

This lease shall terminate upon:

- (a) expiration of the term;
- (b) closing of the sale under the contract;
- (c) termination of the contract prior to closing;
- (d) tenant's default under this lease; and
- (e) tenant's failure to close the sale after all conditions of the contract necessary for the closing of the sale have been satisfied and the landlord has given **30** days notice of a date and time of closing, whichever occurs first. Upon termination other than by closing of the sale, tenant shall vacate the property within **30** days after notice for possession.

**ARTICLE XVIII
HOLDING OVER**

Any possession by tenant after termination shall not operate or renew or extend the term but shall be construed as a tenancy at sufferance of the landlord. Tenants shall pay **SEVENTY-FIVE and No/100 Dollars (\$75.00)** per day during the period of any possession after termination as liquidated damages and not as a penalty, in addition to any other remedies to which Landlord is entitled, including but not limited to all costs associated with a forcible entry and detainer action. At any time after the termination date, without demand or notice, the Landlord may at its option enter into and upon the Premises and repossess the Premises, and expel Tenants and those claiming by, through, or under Tenants, and remove Tenants' or sublessees' effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy that Landlord otherwise might be entitled to.

**XIX
NOTICES**

All notices under this Lease from one party to the other, excepting those under Article 11, must be in writing and are effective when delivered by U.S. Mail postage prepaid or transmitted by facsimile machine as follows:

To Landlord:
City of College Station
Community Development
1101 Texas Avenue
College Station, Texas 77840

To Tenants:
Dorothy L. Ross
XXXXXXXXXXXX
College Station, Texas 77840

**ARTICLE XX
SMOKE DETECTORS**

The Texas Property Code requires a landlord to install smoke detectors in certain locations within the property at the landlord's expense. Tenant expressly waives Landlord's duty to inspect and repair all smoke detectors.

**XXI
SECURITY DEVICES**

The requirements of the Texas Property Code relating to security devices shall not apply to this lease as the term of the lease is 90 days or less.

**ARTICLE XXII
NOTICES**

All notices by landlord shall be in writing and effective when delivered to the property. All notices by tenants submitted as required by law shall be in writing and effective when delivered to the designated address for payment of rent.

**XXIII
NOTICE TO LANDLORD**

You are hereby advised that Tex. Prop. Code Ann. § 92.255 requires the installation of smoke detectors in all rental property.

**SELLER:
LANDLORD**

**BUYER:
TENANT**

CITY OF COLLEGE STATION

BY: _____
City Manager

Dorothy L. Ross

Dorothy L. Ross
Date: _____

Date: _____

APPROVED:

City Attorney
Date: _____

Executive Dir. Bus. Services
Date: _____

**THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §**

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2013,
by DOROTHY L. ROSS.

Notary Public in and for the State of Texas

**THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §**

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2013,
by NANCY BERRY, as Mayor of the CITY OF COLLEGE STATION, a Texas Home Rule
Municipal Corporation, on behalf of said municipality.

Notary Public in and for the State of Texas

Ross Reconstruction Project Process Chart

Timeline for Ross Reconstruction Project

March 14 – HOME Agreement to Council

March 18 – Put 1022 Crested Point Out to Bid

April 1 – Open Bids for 1022 Crested Point

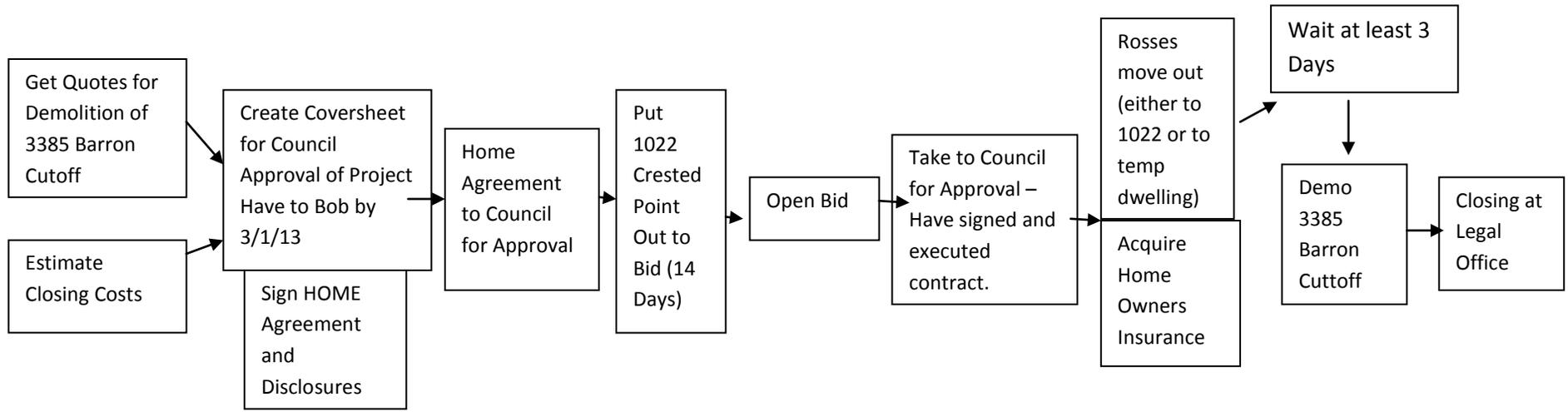
April 2 – Put demolition of 3385 Barron Cutoff Rd. out to bid

April 11 – take Contract to purchase 1022 Crested Point to Council

April 12 – Ross' move out of 3385 Barron Cutoff Rd. and into 1022 Crested Point under lease agreement

April 16 – 3385 Barron Cutoff Rd. is demolished

April 17 – Closing for 1022 Crested Point – Note and Deed of Trust are signed



May 9, 2013
Consent Agenda Item No. 2h
TexPool Resolution Amending Authorized Representatives

To: Kathleen Merrill, Interim City Manager

From: Jeff Kersten, Executive Director of Business Services

Agenda Caption: Presentation, possible action and discussion on a resolution amending the authorized representatives on the local government pool account, TexPool.

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

Summary: Organized in 1989, TexPool is the largest and oldest local government investment pool in the State of Texas. TexPool currently provides investment services to over 1,700 communities throughout Texas. The State Comptroller oversees TexPool, and Federated Investors manage the daily operations of the pool under a contract with the Comptroller. TexPool is managed conservatively to provide a safe, efficient, and liquid investment alternative to Texas governments. The pool seeks to maintain a \$1.00 value per share as required by the Texas Public Funds Investment Act. TexPool investments consist exclusively of U. S. Government securities, repurchase agreements collateralized by U. S. Government securities, and AAA-rated no-load money market mutual funds. TexPool is rated AAAM by Standard & Poor's, the highest rating a local government investment pool can achieve. The weighted average maturity of the pool cannot exceed 60 days, with the maximum maturity of any investment limited to 13 months. TexPool, like the City, is governed by the Texas Public Funds Investment Act.

The resolution amendment is to amend the authorized representatives to include the Interim City Manager, Kathleen Merrill. Jeff Kersten, Executive Director of Business Services and Cheryl Wright, Accounting and Treasury Operations Manager will remain on the account. This resolution designates those employees that are able to authorized transactions for the City's TexPool account.

Budget & Financial Summary: None

Reviewed and Approved by Legal: NA

Attachments:

1. Resolution Amending Authorized Representatives



RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES

WHEREAS, City of College Station - 77181

(Participant Name & Location Number)

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

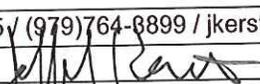
WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representatives of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Name: Kathleen Merrill Title: Interim City Manager
 Phone/Fax/Email: (979)764-3419 / (979)764-6377 / kmerrill@cstx.gov
 Signature: _____

2. Name: Jeffrey Kersten Title: Executive Director Business Services
 Phone/Fax/Email: (979)764-3555 / (979)764-8899 / jkersten@cstx.gov
 Signature: 

ORIGINAL SIGNATURE AND DOCUMENT REQUIRED

TEX - REP

3. Name: Cheryl Wright Title: Accounting and Treasury Ops. Mgr.
Phone/Fax/Email: (979)764-3554 / (979)764-3571 / cwright@cstx.gov

Signature: Cheryl Wright

4. Name: Title:

Phone/Fax/Email:

Signature:

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name Cheryl Wright

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

5. Name: Title:

Phone/Fax/Email:

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the ___ day ___, 20__.

NAME OF PARTICIPANT: City of College Station

BY:

Signature

Printed Name

Mayor

Title

ATTEST:

Signature

Sherry Mashburn

Printed Name

City Secretary

Title

This document supersedes all prior Authorized Representative designations.

ORIGINAL SIGNATURE AND DOCUMENT REQUIRED

TEX – REP

TexPool Participant Services • Federated Investors Inc
1001 Texas Ave., Suite 1400 • Houston, TX 77002 • www.texpool.com • 1-866-839-7665

07/12

May 9, 2013
Consent Agenda Item No. 2i
TexSTAR Resolution Amending Authorized Representatives

To: Kathleen Merrill, Interim City Manager

From: Jeff Kersten, Executive Director of Business Services

Agenda Caption: Presentation, possible action and discussion on a resolution amending the authorized representatives on the local government pool account, Texas Short Term Asset Reserve ("TexSTAR").

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

Summary: Organized in 2002, TexSTAR is the second largest local government investment pool in the State of Texas. TexSTAR currently provides investment services to over 600 Texas cities, counties, school districts and other public entities. TexSTAR offers investment options that provide security, liquidity and efficiency and their conservatively managed fund operates in full compliance with the Texas Public Funds Investment Act. TexSTAR's pool is rated AAAM by Standard & Poor's, the highest rating a local government investment pool can achieve. The pool seeks to maintain a \$1.00 value per share as required by the Texas Public Funds Investment Act and a weighted average maturity of 60 days, with the maximum maturity of any investment limited to 13 months. TexSTAR investments consist exclusively of U. S. Government securities, repurchase agreements collateralized by U. S. Government securities, and AAA-rated no-load money market mutual funds. TexSTAR, like the City, is governed by the Texas Public Funds Investment Act. First Southwest oversees TexSTAR, and JP Morgan Fleming Asset Management manages the daily operations of the pool.

The resolution amendment is to amend the authorized representatives to include the Interim City Manager, Kathleen Merrill. Jeff Kersten, Executive Director of Business Services, and Cheryl Wright, Accounting and Treasury Operations Manager, will remain on the account. This resolution designates those employees that are able to authorized transactions for the City's TexSTAR account.

Budget & Financial Summary: None.

Reviewed and Approved by Legal: NA

Attachments:

1. Resolution Amending Authorized Representatives



AMENDING RESOLUTION

WHEREAS, City of College Station - 02103

(the "Government Entity") by authority of the Application for Participation in TexSTAR (the "Application") has entered into an Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created there under known as TexSTAR Short Term Asset Reserve Fund ("TexSTAR");

WHEREAS, the Application designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The following officers, officials or employees of the Government Entity specified in this document are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to designate other authorized representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the application, all in the name and on behalf of the Government Entity.

SECTION 2. This document supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement

SECTION 3. This resolution will continue in full force and effect until amended or revoked by Government Entity and written notice of the amendment or revocation is delivered to the TEXSTAR Board.

SECTION 4. Terms used in this resolution have the meanings given to them by the Application.

Authorized Representatives. Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the Board in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: Kathleen Merrill Title: Interim City Manager
 Signature: _____ Phone: (979)764-3419
 Email: kmerrill@cstx.gov
2. Name: Jeffrey Kersten Title: Executive Director of Business Services
 Signature: *Jeffrey Kersten* Phone: (979)764-3555
 Email: jkersten@cstx.gov
3. Name: Cheryl Wright Title: Accounting and Treasury Operations Mgr.
 Signature: *Cheryl Wright* Phone: (979)764-3554
 Email: cwright@cstx.gov
4. Name: _____ Title: _____
 Signature: _____ Phone: _____
 Email: _____

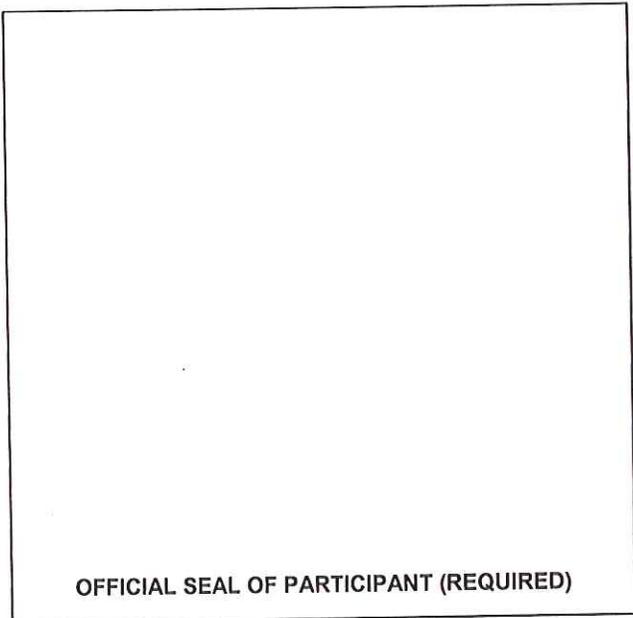
{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative listed above that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements

Name: Cheryl Wright

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (*not listed above*) is designated as an *Inquiry Only* Representative authorized to obtain account information:

Name: (_____) Title: _____
 Signature: _____ Phone: _____
 Email: _____

Participant may designate other authorized representatives by written instrument signed by an existing Participant Authorized Representative or Participant's chief executive officer.



DATED _____
City of College Station - 02103
 (NAME OF PARTICIPANT)

SIGNED BY: _____
 (Signature of official)
 _____, Mayor
 (Printed name and title)

ATTESTED BY: _____
 (Signature of official)
Sherry Mashburn, City Secretary
 (Printed name and title)

FOR INTERNAL USE ONLY
 APPROVED AND ACCEPTED: TEXAS SHORT TERM ASSET RESERVE FUND

 AUTHORIZED SIGNER

May 9, 2013
Consent Agenda Item No. 2j
Annual Electric System Construction & Maintenance Labor Contract

To: Kathy Merrill, Interim City Manager

From: Timothy Crabb, Director of Electric Utilities

Agenda Caption: Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Grid Utility, LLC., in the amount of \$1,259,929.12 for Annual Electric System Construction & Maintenance Labor as needed.

Relationship to Strategic Goals: Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the contract and authorization for the City Manager to execute the contract.

Summary: On April 9, 2013, two (2) sealed bids were received in response to Invitation to Bid No. 13-054 for the Annual Electric System Construction & Maintenance Labor Contract.

The Annual Electric System Construction & Maintenance Labor Contract is for supplemental labor and equipment to construct the required electric distribution line extensions, conversions and provide for necessary maintenance of the City's electric distribution system for the twelve (12) month period. Estimated unit quantities were based on 2012 work performed by the former contractor and were used to determine the annual estimate for labor cost.

Budget & Financial Summary: Funds for this item are budgeted for as electric system capital improvements and conversions in the Electric Capital Improvement Project Funds.

Reviewed and Approved by Legal: Yes

Attachments: Bid Tab #13-054



City of College Station - Purchasing Division
Bid Tabulation for #13-054
"Annual Electric Construction and Maintenance"
Open Date: Tuesday, April 9, 2013 @ 2:00 p.m.

	Utility Grid, LLC	Trusty Construction
Section A - Overhead		
OVERHEAD UNITS INSTALLED ENERGIZED COST	\$235,502.55	\$290,496.63
x Vendor Energized Fee	\$247,277.68	\$414,995.19
OH UNIT REMOVED ENERGIZED COST	\$61,445.75	\$49,544.54
x Vendor Energized Fee	\$64,518.04	\$70,777.92
OH UNIT INSTALLED COST	\$274,801.60	\$373,895.79
OH UNIT REMOVED COST	\$22,727.95	\$32,353.87
GRAND TOTAL Section A	\$594,477.85	\$746,290.84
Grand Total Section A w/ Energized Cost	\$609,325.27	\$892,022.77
Section B - Underground		
TRENCHLESS BORING UNIT COST	\$231,594.00	\$0.00
UNDERGROUND UNITS INSTALLED	\$67,520.90	\$0.00
STREET LIGHT UNIT INSTALLED COST TOTAL	\$43,287.60	\$0.00
GRAND TOTAL Section B	\$342,402.50	\$0.00
Section C - Commercial and Residential		
SERVICE UNIT COST	\$255,165.70	\$0.00
URD UNIT INSTALLED COST	\$53,032.65	\$0.00
GRAND TOTAL Section C	\$308,198.35	\$0.00
TOTAL SECTION A, B & C		
	\$1,245,078.70	\$746,290.84
Total Section A, B & C w/ Energized Cost	\$1,259,926.12	\$892,022.77
Bid Certification	Y	Y
Bid Bond	Y	Y
Notes:		
Utility Grid, LLC	Vendor miscalculated their final total. They added Section B twice. The Grand Total for Sections A, B & C has been updated.	
Trusty Construction	Vendor has math errors on items: C7, CSG9-25KVA, S50 12 degree, Q Other Utility T. Totals have been corrected to the unit price. Vendor did not bid Section B or C.	

May 9, 2013
Regular Agenda Item No. 1
Dedication of Training Room to Mr. Bennie Luedke

To: Kathy Merrill, Interim City Manager

From: David Coleman, Director of Water Services.

Agenda Caption: Presentation, possible action, and discussion regarding dedication of the Training Room in the College Station Utilities Meeting and Training Facility to Mr. Bennie Luedke and all long-serving City of College Station employees for their years of service, dedication and hard work.

Relationship to Strategic Goals: Core Services and Infrastructure

Recommendation: Staff recommends Council approve the dedication

Summary: To honor Public Service Week, staff recommends dedication of the Training Room in the College Station Utilities Meeting and Training Facility to Mr. Bennie Luedke and all long-serving City of College Station employees for their years of service, dedication and hard work. Mr. Luedke was a dedicated employee of the City of College Station for 40 years, from 1950 to 1990. In those four decades, Bennie observed the city's population increase from 7,898 to 53,013. He was highly respected by everyone who knew and worked with him.

The city's first 40-year employee, Mr. Luedke passed away in 2008 at the age of 80, serving half his life with the City of College Station. Anyone who knew Bennie knew he was proud of the employees and their dedication to the city. Staff recommends the Training Room be dedicated in Bennie Luedke's memory and to all long-serving City of College Station employees for their years of service, dedication and hard work.

Budget & Financial Summary: No impact

Reviewed and Approved by Legal: Yes

Attachment:
None

May 9, 2013
Regular Agenda Item No. 2
Rezoning of Property located at 2381 Earl Rudder Freeway, South

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning approximately 14.2 acres for the property located at 2381 Earl Rudder Freeway South, generally located north of Raintree Drive and south of Horse Haven Estates, from PDD Planned Development District to approximately 7 acres NAP Natural Areas Preserve and approximately 7 acres SC Suburban Commercial.

Relationship to Strategic Goals: Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their April 18, 2013 meeting and voted 5-2 to recommend approval of the rezoning request. Staff also recommended approval of the request.

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

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject property is designated as Suburban Commercial and Natural Areas Reserved on the Comprehensive Plan Future Land Use and Character Map. The proposed rezoning is consistent with these designations because all of the 100-year floodplain is proposed within the NAP Natural Areas Protected zoning and the remaining area is proposed within the SC Suburban Commercial zoning.
- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The proposed SC Suburban Commercial rezoning will allow for the development of businesses that are contextually appropriate given the subject property's proximity to the Raintree Subdivision. The property was zoned PDD - Planned Development District in 2009, prior to the creation of the SC Suburban Commercial zoning district. Now that the SC Suburban Commercial district is available, the applicant is seeking a rezoning to utilize standards available with this district. SC Suburban Commercial was created so that smaller-scaled commercial uses could be developed adjacent to single-family developments with minimal impacts. The proposed NAP Natural Areas Protected rezoning on the subject property will allow for the floodplain and floodway on site to remain undeveloped. The current PDD Planned Development District prevents vehicular access through the property to connect with Appomattox Drive and it is Staff's recommendation to continue this restriction.
- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The proposed rezoning is appropriate for this area due to its location on the frontage road of Earl Rudder Freeway South and its proximity to single-family development and protected natural areas.

- 4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The owner does not view the property as being marketable based on the current zoning since the PDD currently limits the location of buildings and uses. Rezoning the property to SC Suburban Commercial would provide more development options on the property.
- 5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The current zoning is not viewed by the property owner as being marketable due to the specific site and use locations of the existing PDD zoning and Concept Plan. The proposed rezoning will allow for uses permitted in SC Suburban Commercial and is compatible with the Comprehensive Plan Future Land Use and Character Map.
- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** The subject tract is located adjacent to a 12-inch water main that runs along Earl Rudder Freeway South. A 15-inch sanitary sewer main runs through the middle of the property. The subject tract is located in the Wolf Pen Creek Drainage Basin and is encroached by a FEMA-regulated Special Flood Hazard Area, Zone AE, with base flood elevation established. The subject tract will take access from Earl Rudder Freeway South (Freeway/Expressway) pending TxDOT approval. A Traffic Impact Analysis (TIA) was completed for the previous PDD request. Based on the trip generation of 50 Vehicles per Hour or more for the proposed driveway, a right turn deceleration lane will be required.

Budget & Financial Summary: N/A

Reviewed and Approved by Legal: Yes

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Draft Planning & Zoning Commission Minutes – April 18, 2013
4. Ordinance

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: April 18, 2013
 Advertised Council Hearing Dates: May 9, 2013

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

Raintree Neighborhood Association and Horse Haven HOA

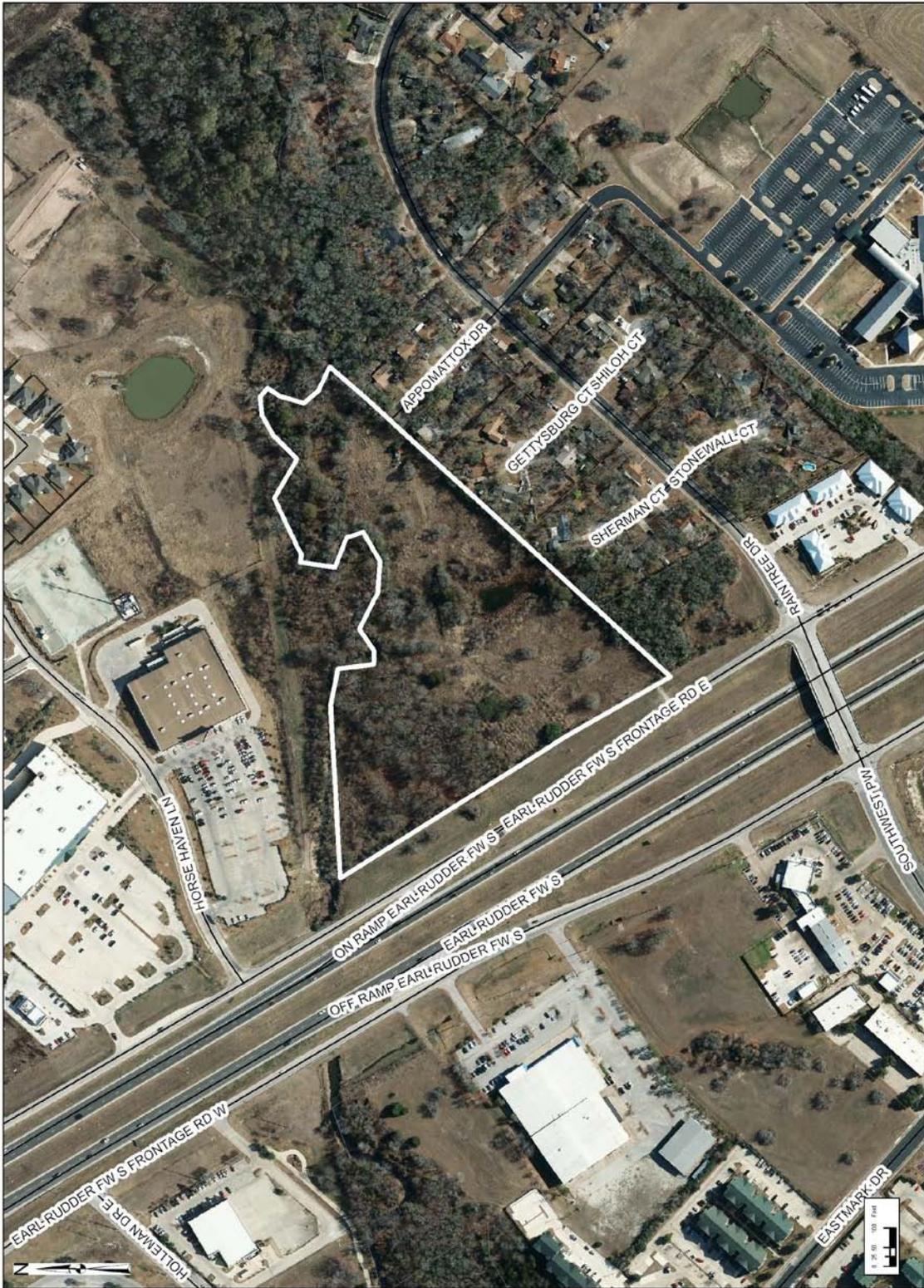
Property owner notices mailed: 27
 Contacts in support: N/A
 Contacts in opposition: One at the time of this report.
 Inquiry contacts: Two at the time of this report.

ADJACENT LAND USES

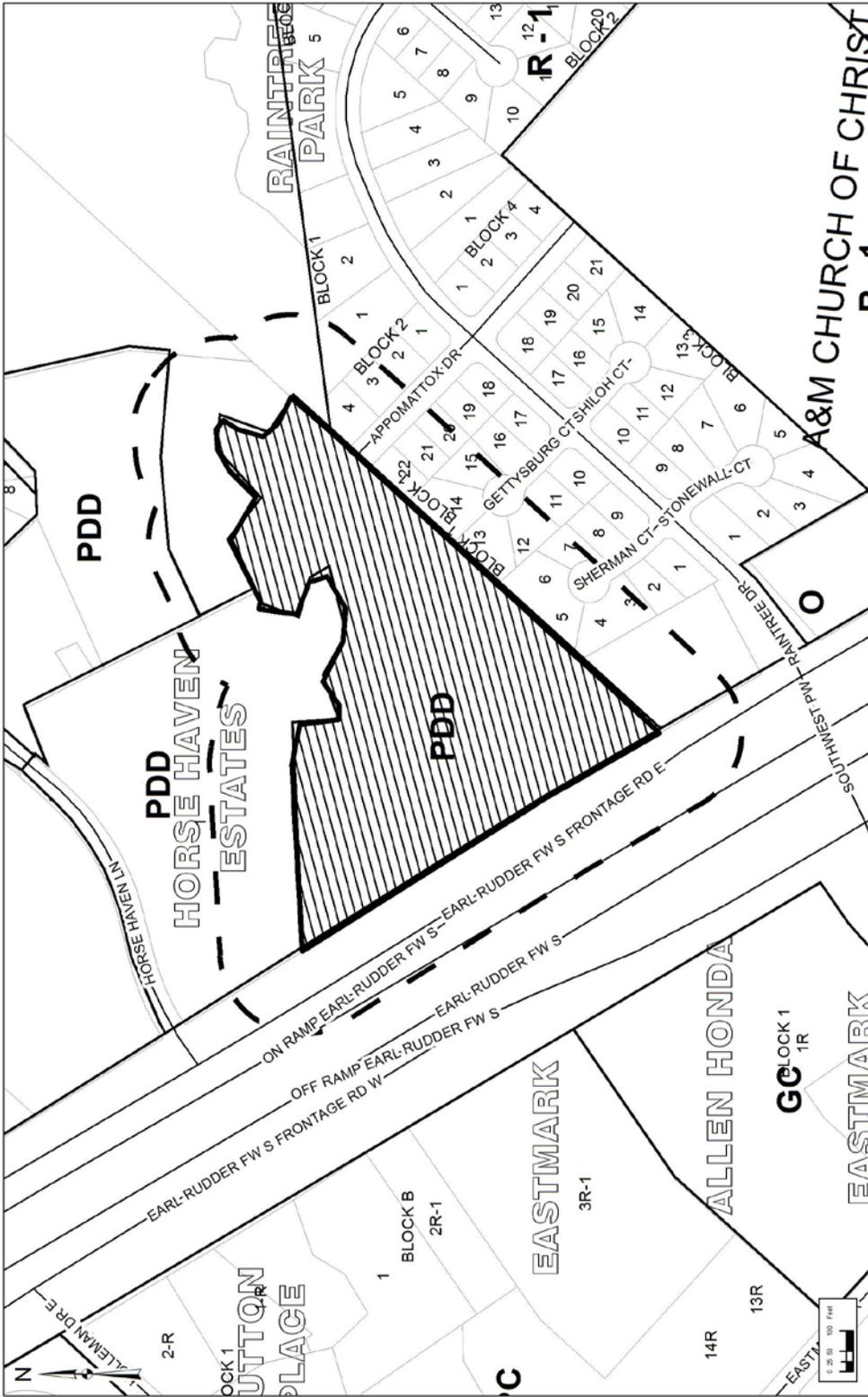
Direction	Comprehensive Plan	Zoning	Land Use
North	Natural Areas Reserved	PDD-B Planned Development District, A-O Agricultural Open	Academy Sports and Outdoors, Floodplain, Vacant
South	Restricted Suburban, Suburban Commercial	R-1 Single-Family Residential	Raintree Subdivision
East	Natural Areas Reserved, Restricted Suburban	A-O Agricultural Open R-1 Single-Family Residential	Vacant, Raintree Subdivision
West (across Earl Rudder Freeway S)	Natural Areas Reserved, General Commercial	GC General Commercial, WPC Wolf Pen Creek	Allen Honda, Grand Station Entertainment

DEVELOPMENT HISTORY

Annexation: February 1971 and September 1977
Zoning: A-O Agricultural Open and R-1 Single-Family Residential upon annexation
 PDD Planned Development District in September 2009
Final Plat: This property is currently unplatted.
Site development: Vacant



<p>Case: 13-064</p>	<p>McGill Tract</p>	<p>REZONING</p>
<p>DEVELOPMENT REVIEW</p>		



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

DEVELOPMENT REVIEW

McGill Tract

Case: 13-064

REZONING

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

PASSED, ADOPTED and APPROVED this 9th day of May, 2013

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

Carla A Robinson

City Attorney

EXHIBIT "A"

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

The following property is rezoned from PDD Planned Development District to NAP Natural Areas Protected ("Tract 2" hereinbelow) and SC Suburban Commercial ("Tract 1" hereinbelow):

TRACT 1

**METES AND BOUNDS DESCRIPTION
OF A
6.889 ACRE TRACT
MORGAN RECTOR LEAGUE, A-46
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE MORGAN RECTOR LEAGUE, ABSTRACT NO. 46, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 14.27 ACRE TRACT OF LAND (14.210 ACRES MEASURED) AS DESCRIBED BY A DEED TO DAVIS MCGILL, TRUSTEE, RECORDED IN VOLUME 597, PAGE 226 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND ON THE NORTHEAST LINE OF THE EARL RUDDER FREEWAY - STATE HIGHWAY NO. 6 (R.O.W. VARIES) MARKING THE WEST CORNER OF A 1.883 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO GIBSON LP RECORDED IN VOLUME 10299, PAGE 85 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 30° 02' 50" W ALONG THE NORTHEAST LINE OF EARL RUDDER FREEWAY FOR A DISTANCE OF 325.08 FEET (DEED CALL: N 30° 01' 28" W - 325.08 FEET, 597/226) TO A CONCRETE RIGHT-OF-WAY MARKER FOUND;

THENCE: N 31° 56' 36" W (DEED CALL BEARING: N 32° 02' 50" W, 597/226) CONTINUING ALONG THE NORTHEAST LINE OF EARL RUDDER FREEWAY FOR A DISTANCE OF 169.13 FEET TO A 1/2 INCH IRON ROD SET MARKING THE WEST CORNER OF THIS HEREIN DESCRIBED TRACT. FOR REFERENCE, A POINT MARKING THE SOUTHWEST CORNER OF LOT 1, HORSE HAVEN ESTATES ACCORDING TO THE PLAT RECORDED IN VOLUME 4285, PAGE 35 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS BEARS: N 31° 56' 36" W FOR A DISTANCE OF 523.88 FEET, FROM WHICH, A 1/2 INCH IRON ROD FOUND BEARS: N 31° 58' 35" W FOR A DISTANCE OF 397.64 FEET (PLAT CALL: N 31° 59' 48" W - 397.64 FEET, 4285/35) AND THE CITY OF COLLEGE STATION GPS MONUMENT NO. 127 BEARS: N 32° 28' 17" W FOR A DISTANCE OF 135.94 FEET;

THENCE: THROUGH SAID 14.27 ACRE TRACT FOR THE FOLLOWING CALLS:

N 65° 11' 12" E FOR A DISTANCE OF 183.00 FEET TO A 1/2 INCH IRON ROD SET;

N 44° 53' 37" E FOR A DISTANCE OF 257.23 FEET TO A 1/2 INCH IRON ROD SET;

N 80° 50' 41" E FOR A DISTANCE OF 494.81 FEET TO A 1/2 INCH IRON ROD SET;

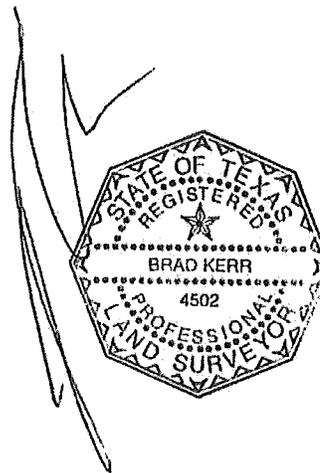
TRACT 1

S 47° 39' 13" E FOR A DISTANCE OF 82.18 FEET TO A 1/2 INCH IRON ROD SET ON THE SOUTHEAST LINE OF SAID 14.27 ACRE TRACT. FOR REFERENCE, A POINT IN THE CENTERLINE OF A CREEK MARKING THE EAST CORNER OF SAID 14.27 ACRE TRACT BEARS: N 42° 20' 47" E FOR A DISTANCE OF 235.85 FEET, FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS: N 42° 20' 47" E FOR A DISTANCE OF 1270.36 FEET;

THENCE: S 42° 20' 47" W ALONG THE SOUTHEAST LINE OF SAID 14.27 ACRE TRACT FOR A DISTANCE OF 957.00 FEET (DEED CALL BEARING: S 42° 14' 12" W, 597/226) TO THE POINT OF BEGINNING CONTAINING 6.889 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND MARCH, 2013. SEE PLAT PREPARED MARCH, 2013, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED BY GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

C:/WORK/MAB/13-136A-1
REVISED 04-05-13



TRACT 2

**METES AND BOUNDS DESCRIPTION
OF A
7.321 ACRE TRACT
MORGAN RECTOR LEAGUE, A-46
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE MORGAN RECTOR LEAGUE, ABSTRACT NO. 46, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 14.27 ACRE TRACT OF LAND (14.210 ACRES MEASURED) AS DESCRIBED BY A DEED TO DAVIS MCGILL, TRUSTEE, RECORDED IN VOLUME 597, PAGE 226 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD FOUND ON THE NORTHEAST LINE OF THE EARL RUDDER FREEWAY - STATE HIGHWAY NO. 6 (R.O.W. VARIES) MARKING THE WEST CORNER OF A 1.883 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO GIBEON LP RECORDED IN VOLUME 10299, PAGE 85 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS AND THE SOUTH CORNER OF SAID 14.27 ACRE TRACT;

THENCE: N 30° 02' 50" W ALONG THE NORTHEAST LINE OF EARL RUDDER FREEWAY FOR A DISTANCE OF 325.08 FEET (DEED CALL: N 30° 01' 28" W - 325.08 FEET, 597/226) TO A CONCRETE RIGHT-OF-WAY MARKER FOUND;

THENCE: N 31° 56' 36" W CONTINUING ALONG THE NORTHEAST LINE OF EARL RUDDER FREEWAY FOR A DISTANCE OF 169.13 FEET TO A 1/2 INCH IRON ROD SET MARKING THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 31° 56' 36" W (DEED CALL BEARING: N 32° 02' 50" W, 597/226) CONTINUING ALONG THE NORTHEAST LINE OF EARL RUDDER FREEWAY FOR A DISTANCE OF 523.88 FEET TO A POINT MARKING THE SOUTHWEST CORNER OF LOT 1, HORSE HAVEN ESTATES ACCORDING TO THE PLAT RECORDED IN VOLUME 4285, PAGE 35 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. FOR REFERENCE, A 1/2 INCH IRON ROD FOUND BEARS: N 31° 58' 35" W FOR A DISTANCE OF 397.64 FEET (PLAT CALL: N 31° 59' 48" W - 397.64 FEET, 4285/35) AND THE CITY OF COLLEGE STATION GPS MONUMENT NO. 127 BEARS: N 32° 28' 17" W FOR A DISTANCE OF 135.94 FEET;

THENCE: ALONG THE SOUTHEAST LINE OF SAID LOT 1 FOR THE FOLLOWING CALLS (PLAT CALL AND MEASURED ANGLES AND DISTANCES PER SAID PLAT OF HORSE HAVEN ESTATES, 4285/35):

N 86° 44' 49" E FOR A DISTANCE OF 455.96 FEET (PLAT CALL: N 86° 43' 46" E - 455.96 FEET, 4285/35) TO A POINT;

S 77° 59' 24" E FOR A DISTANCE OF 97.39 FEET TO A POINT;

TRACT 2

S 07° 35' 06" E FOR A DISTANCE OF 94.90 FEET TO A POINT;
 S 87° 00' 47" E FOR A DISTANCE OF 34.32 FEET TO A POINT;
 N 55° 23' 28" E FOR A DISTANCE OF 69.88 FEET TO A POINT;
 S 63° 43' 32" E FOR A DISTANCE OF 107.38 FEET TO A POINT;
 S 84° 55' 50" E FOR A DISTANCE OF 82.97 FEET TO A POINT;
 N 59° 17' 11" E FOR A DISTANCE OF 89.19 FEET TO A POINT;
 N 18° 09' 19" W FOR A DISTANCE OF 44.50 FEET TO A POINT;
 N 67° 41' 39" W FOR A DISTANCE OF 83.58 FEET TO A POINT;
 N 07° 49' 55" E FOR A DISTANCE OF 92.56 FEET TO A POINT;
 S 77° 53' 36" E FOR A DISTANCE OF 20.02 FEET TO A POINT;

N 75° 53' 49" E FOR A DISTANCE OF 24.02 FEET TO A POINT MARKING THE EAST CORNER OF SAID LOT 1 AND THE SOUTHWEST CORNER OF A CALLED 2.7 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 9717, PAGE 46 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. FOR REFERENCE, A 1/2 INCH IRON ROD FOUND ON THE NORTHEAST LINE OF SAID LOT 1 MARKING THE WEST CORNER OF SAID 2.7 ACRE TRACT BEARS: N 26° 44' 25" W FOR A DISTANCE OF 156.36 FEET (PLAT CALL BEARING: N 26° 42' 33" W, 4285/35);

THENCE: ALONG THE SOUTH LINE OF SAID 2.7 ACRE TRACT AND ALONG THE CENTERLINE OF A CREEK AS LOCATED ON THE GROUND FOR THE FOLLOWING CALLS:

N 60° 43' 38" E FOR A DISTANCE OF 94.95 FEET TO A POINT;
 N 43° 17' 05" E FOR A DISTANCE OF 28.39 FEET TO A POINT;
 S 88° 35' 55" E FOR A DISTANCE OF 36.44 FEET TO A POINT;
 S 79° 57' 05" E FOR A DISTANCE OF 5.80 FEET TO A POINT;
 S 58° 54' 23" E FOR A DISTANCE OF 92.55 FEET TO A POINT;
 N 69° 00' 53" E FOR A DISTANCE OF 52.38 FEET TO A POINT;
 N 54° 02' 40" E FOR A DISTANCE OF 42.20 FEET TO A POINT;
 N 48° 00' 14" E FOR A DISTANCE OF 58.03 FEET TO A POINT;

TRACT 2

N 89° 34' 11" E FOR A DISTANCE OF 46.38 FEET TO A POINT;

S 66° 03' 50" E FOR A DISTANCE OF 16.70 FEET TO A POINT;

S 20° 03' 02" W FOR A DISTANCE OF 73.87 FEET TO A POINT;

S 08° 09' 14" W FOR A DISTANCE OF 55.56 FEET TO A POINT;

S 51° 11' 57" E FOR A DISTANCE OF 102.57 FEET TO A POINT ON THE COMMON LINE OF SAID 14.27 ACRE TRACT AND A CALLED 12.39 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 9676, PAGE 43 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. FOR REFERENCE, A 1/2 INCH IRON ROD FOUND BEARS: N 42° 20' 47" E FOR A DISTANCE OF 1270.36 FEET;

THENCE: S 42° 20' 47" W ALONG THE SOUTHEAST LINE OF SAID 14.27 ACRE TRACT FOR A DISTANCE OF 235.85 FEET (DEED CALL BEARING: S 42° 14' 12" W, 597/226) TO A 1/2 INCH IRON ROD SET MARKING THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: THROUGH SAID 14.27 ACRE TRACT FOR THE FOLLOWING CALLS:

N 47° 39' 13" W FOR A DISTANCE OF 82.18 FEET TO A 1/2 INCH IRON ROD SET;

S 80° 50' 41" W FOR A DISTANCE OF 494.81 FEET TO A 1/2 INCH IRON ROD SET;

S 44° 53' 37" W FOR A DISTANCE OF 257.23 FEET TO A 1/2 INCH IRON ROD SET;

S 65° 11' 12" W FOR A DISTANCE OF 183.00 FEET TO THE POINT OF BEGINNING CONTAINING 7.531 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND MARCH, 2013. SEE PLAT PREPARED MARCH, 2013, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED BY GPS OBSERVATION.

BRAD KERR
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REVISED 04-05-13

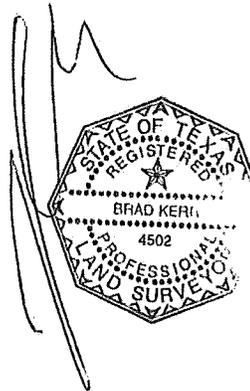


EXHIBIT "B"

