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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, July 11, 2013 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

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

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

Consent Agenda

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:

- June 27, 2013 Workshop
- June 27, 2013 Regular Council Meeting

b. Presentation, possible action, and discussion regarding approval of a "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" for expenditures related to the City of College Station's portion of the costs of the Rio Grande/2818 Signal Rehabilitation project, the FM 2818 School Zone Signalization project, the Wellborn/F&B Signal project, the University Drive Pedestrian Improvements Phase II project and Electric Utility Capital Projects.

c. Presentation, possible action, and discussion regarding the first of two renewal options of an annual blanket purchase order 12-067 with Boundtree Medical L.L.C. for \$80,000.00 for EMS supplies.

- d. Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Safran MorphoTrust USA in the amount of \$57,980.00 for the purposes of replacing the handprint and fingerprint systems at the Police Department.
- e. Presentation, possible action and discussion regarding professional services consulting contract 13-193 in the amount of \$219,990 to Faithful + Gould for Facilities Assessment and Maintenance Planning.
- f. Presentation, possible action, and discussion regarding a resolution approving the reimbursement of costs to the Texas Department of Transportation (TXDOT) in the amount of \$44,094.84 for the FM2154 (Wellborn Widening) project.
- g. Presentation, possible action, and discussion on a Quitclaim Agreement with the Texas Department of Transportation for easements that were acquired for widening Wellborn Road.
- h. Presentation, possible action, and discussion on an Interlocal Agreement for cooperative purchasing activities between the City of College Station and City of Denton.
- i. Presentation, possible action, and discussion on a Professional Services Contract number 13-237 with Alan Plummer Associates, Inc., in the amount of \$75,000 to prepare renewal applications for our three wastewater discharge permits.
- j. Presentation, possible action, and discussion on Texas Department of Transportation (TxDOT) Advance Funding Agreement for the Rise at Northgate
- k. Presentation, possible action, and discussion regarding the approval of a local agreement between the City of College Station, Brazos County, and the Brazos County District Attorney's Office regarding the disposition of forfeited contraband seized under Chapter 59 of the Texas Code of Criminal Procedure.
- l. Presentation, possible action, and discussion regarding the Interlocal Agreement (ILA) with the College Station Independent School District (CSISD) regarding School Resource Officers (SRO).
- m. Presentation, possible action, and discussion on a Professional Services Contract with Dunham Engineering Inc., in the amount of \$50,000 for engineering services for the rehabilitation of our 5 Million Gallon Ground Storage Reservoir.
- n. Presentation, possible action, and discussion on Amendment #1 to the Front End Loader (FEL) Container Lease Agreement with Texas Commercial Waste, and a one-time increase of \$30,568.00 to the existing lease purchase order.

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 on a Funding Agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau for Preferred Access to Texas A&M University facilities; and an Assignment and Assumption agreement between the City of College Station, Texas A&M University, and the Brazos Valley Convention and Visitors Bureau.
2. Presentation, possible action, and discussion regarding an update on the status of the ERP Replacement Project.
3. Presentation, possible action and discussion regarding the proposed Community Development FY 2014 (PY 2013) Action Plan and Budget.
4. Adjourn.

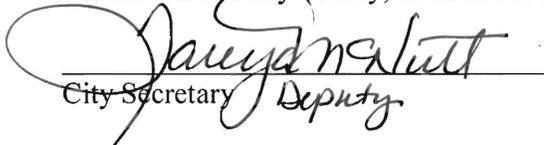
If litigation issues arise to the posted subject matter of this Council Meeting an executive session will be held.

APPROVED:


City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, July 11, 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 July, 2013 at 5:00 p.m.


City Secretary Deputy

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 July 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 _____.

City Council Regular Meeting

Page 4

Thursday, July 11, 2013

Dated this _____ day of _____, 2013 By _____

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.

July 11, 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:

- June 27, 2013 Workshop
- June 27, 2013 Regular Council Meeting

Attachments:

- June 27, 2013 Workshop
- June 27, 2013 Regular Council Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
JUNE 27, 2013

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

Kathy Merrill, Interim City Manager
James “Rod” Hogan, Interim Assistant City Manager
Carla Robinson, City Attorney
Tanya McNutt, Deputy City Secretary
Ian Whittenton, Records Management Coordinator

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 Berry at 4:29 p.m. on Thursday, June 27, 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, §551.072-Real Estate, §551.074-Personnel, and §551.087-Economic Development Negotiations, the College Station City Council convened into Executive Session at 4:30 p.m. on Thursday, June 27, 2013 in order to continue discussing matters pertaining to:

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

- 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
- Robyn Taylor, individually and as next friend of Faith Taylor, a minor child v. Lincoln Recreation Center, Cause No. 13-001244-CV-361, in the 361 st District Court, Brazos County, Texas

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

- Property located at or near 204-220 Holleman Drive in College Station

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

- City Manager

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

- Economic Incentives for a project located generally in the vicinity of Barron Road and Victoria Drive in College Station

The Executive Session adjourned at 6:08 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 2c and 2n were pulled for discussion.

2c: Carla Robinson, City Attorney, and Venessa Garza, Greenways Program Manager, clarified the purchase of the 1.31 acres, some of which being in the flood plain, and the purchase price.

2n: Carla Robinson, City Attorney, and Randal Heye, Economic Development Analyst, clarified extending the closing date for the sale of the First Street Property to Asset Plus Realty Corporation.

5. Presentation, possible action, and discussion regarding a review of the 2013 Legislative Session.

Jennifer Shelley Rodriquez, with The Law Office of Dan Shelley, gave an overview of the increase in the state budget, political makeup of the legislature, and an overall update on the 2013 Legislative Session and Special Sessions. She highlighted bills HB 3296, which revises the

hotel occupancy tax for the purposes of renovating Kyle Field, and HB 3474 and 3475, which create the Rock Prairie Municipal Management Districts No. 1 and 2. Ms. Rodriguez highlighted the review of inquiries made by Councilmembers. She updated the Council on bills related to elections, education, open meetings\open records, taxes, transparency, and water related items. Attention was given to failed bills such as: campus carry, newspaper publication legislation, payday lending, sales and use tax exemption for college textbooks and transportation funding.

Dan Shelly gave an overview of the two special sessions including transportation funding and mandatory sentencing for capital felonies committed by a 17-year old.

6. Presentation, possible action and discussion regarding the possible inclusion of a Natatorium in the upcoming College Station Independent School District (CSISD) Bond package, and the possible involvement by the City of College Station.

David Schmitz, Director of Parks and Recreation, presented a proposal for a College Station ISD Natatorium. The prospective budget and joint use agreement for the current College Station ISD Natatorium were reviewed along with a synopsis of similar agreements with other cities.

Dr. Eddie Coulson, Superintendent for College Station ISD, gave additional information related to the current Natatorium and the need for the new Natatorium. He explained that the district is still exploring the options for funding in exchange for partnership with the City.

7. Council Calendar

- **June 28** **CSPD Promotional Reception in Council Chambers at 3:00 p.m.**
- **July 1** **Bicycle, Pedestrian & Greenways Advisory Board Meeting In City Hall 2nd Floor Conference Room 1 at 3:00 p.m.**
- **July 1** **Candidate Orientation in Council Chambers at 7:00 p.m.**
- **July 4** **City Offices Closed - HOLIDAY**
- **July 8** **Joint Meeting - COCS, COB and Commissioners Court at BVCOG at 11:30 a.m.**
- **July 9** **Special Council Meeting in Council Chambers at 3:00 p.m.**
- **July 11** **Executive Session/Workshop/Regular Meeting at 4:30, 6:00 & 7:00 p.m.**

Council reviewed the Council calendar.

A July 2nd Planning and Zoning Commission meeting was added; Councilmember Nichols will attend.

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

Councilmember Benham requested an update on the Workshop Agenda items he requested previously: UDO – Block Length Requirements and sidewalk prioritization plan of work.

9. 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, BWACS, 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.

Councilmember Benham reported on the Research Valley Technology Council.

Councilmember Nichols reported on the Budget and Finance Committee.

Councilmember Nichols reported on the Transportation and Mobility Committee.

10. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 7:17 p.m. on Thursday, June 27, 2013.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
JUNE 27, 2013

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

Kathy Merrill, Interim City Manager
James “Rod” Hogan, Interim Assistant City Manager
Carla Robinson, City Attorney
Tanya McNutt, Deputy City Secretary
Ian Whittenton, Records Management Coordinator

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 Berry at 7:23 p.m. on Thursday, June 27, 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.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Benham, the City Council voted six (6) for and none (0) opposed, to approve Councilmember’s Schultz’s Absence Request. The motion carried unanimously.

Presentations:

- **Presentation of Certificate of Appreciation to Bob Hole, Cemetery Sexton, by the National Sojourners, Brazos Valley Chapter #378.**

Item pulled and moved to July 25th 2013.

- **Presentation proclaiming participation in the implementation of a Community Wildfire Protection Plan in accordance with the Healthy Forests Restoration Act.**

Mayor Nancy Berry recognized the implementation of a Community Wildlife Protection Plan by the College Station Fire Department and Texas A&M Forest Service. Present to receive the proclamation were CSFD's Assistant Fire Chief Jon Mies, Captain Joe Warren, Lt. Tim Hamff and Public Education Officer Christina Seidel, as well as Forest Service Wildland Urban Interface Specialists Melanie Spradling and Luke Kanclerz.

Citizen Comments

Boyd Sorell, 7704 Sherman Ct., commented on a developer's adjacent Raintree subdivision related to drainage issues and the enforcement of city ordinances.

CONSENT AGENDA

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

- **June 7, 2013 Special Meeting**
- **June 13, 2013 Workshop**
- **June 13, 2013 Regular Council Meeting**

2b. Presentation, possible action and discussion on a bid award for the purchase of various pole-mounted and pad-mounted distribution transformers to be maintained in inventory to KBS, \$51,210 and Wesco, \$17,985 for a total of \$69,195.

2c. Presentation, possible action and discussion regarding Resolution 06-27-13-2c, authorizing a real estate contract between the City of College Station (Buyer) and Triangle Oaks, L.P. (Seller) for the purchase of 1.31 acres of land located at 1500 University Oaks Blvd.

2d. Presentation, possible action and discussion regarding the approval of Resolution 06-27-13-2d, for the Annual Reconfirmation and use of Service and Equipment to be provided by the City of College Station in the Event of a Radiological Incident at the Texas A&M University Nuclear Science Center.

2e. Presentation, possible action, and discussion on an inter-local agreement (ILA) with Brazos County and the City of Bryan for the purpose of application and acceptance of a U.S. Department of Justice, 2013 Justice Assistance Grant (JAG).

2f. Presentation, possible action, and discussion regarding approval of professional services contract #13-278, with Bury & Partners Inc. in the amount of \$97,300 for the Wastewater Aeration Equipment Replacement project.

2g. Presentation, possible action and discussion regarding the renewal of an annual price agreement with Brazos Paving Inc for the purchase of Cement Stabilized Base Rock in an amount not to exceed \$248,000.

2h. Presentation, possible action and discussion regarding the renewal of an annual price agreement with Crafcot Texas Inc for the purchase of Crack Sealant and Detack Material in the amount of \$121,660.65.

2i. Presentation, possible action and discussion on a bid award for Annual Agreement for the annual purchase of crushed stone to Superior Crushed Stone for an amount not to exceed \$462,000.00.

2j. Presentation, possible action, and discussion on a Professional Services Contract with Jones and Carter, Inc., in the amount of \$190,200, for the design, bidding, and construction administration services associated with the Area 2 Waterline Project.

2k. Presentation, possible action, and discussion regarding a change order to the professional services contract with HDR, Inc. (Contract #10-152) in the amount of \$7,963.00 for the Lick Creek Wastewater Treatment Plant Miscellaneous Improvements Project.

2l. Presentation, possible action, and discussion on the second reading of a franchise agreement amendment Ordinance 2013-3505 with Bryan Iron and Metal, Ltd. d/b/a Texas Commercial Waste; for the collection of construction and demolition debris, recycling, and organic waste collection from multifamily apartments and commercial business locations, and residential roll-off construction and demolition debris collection.

2m. Presentation, possible action, and discussion authorizing the payment of Retention and Expansion, and Payroll Grants in a total amount of \$40,000 to Reynolds & Reynolds.

2n. Presentation, possible action, and discussion to approve extending the closing date for the sale of the First Street Property to Asset Plus Realty Corporation.

Items 2c and 2m were pulled for a separate vote.

Richard Dusold, 4602 Oakmont, spoke against Item 2c, noting his concern with the value of the land and the usage of bond funds.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Mooney, the City Council voted six (6) for and none (0) opposed, to approve the Consent Agenda, less items 2c and 2m. The motion carried unanimously.

(2c)MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Fields, the City Council voted six (6) for and none (0) opposed, to not authorize a real estate contract between the City of College Station (Buyer) and Triangle Oaks, L.P. (Seller) for the purchase of 1.31 acres of land located at 1500 University Oaks Blvd. The motion carried unanimously.

(2m)MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Nichols, the City Council voted five (5) for and one (1) opposed, with Councilmember Fields voting against, to authorize the payment of Retention and Expansion, and Payroll Grants in a total amount of \$40,000 to Reynolds & Reynolds. The motion carried.

REGULAR AGENDA

1. Presentation, possible action and discussion on a Funding Agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau for Preferred Access to Texas A&M University facilities; and an Assignment and Assumption agreement between the City of College Station, Texas A&M University, and the Brazos Valley Convention and Visitors Bureau.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Benham, the City Council voted six (6) for and none (0) opposed, to delay action on the Funding Agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau for Preferred Access to Texas A&M University facilities; and an Assignment and Assumption agreement between the City of College Station, Texas A&M University, and the Brazos Valley Convention and Visitors Bureau until the July 11th meeting. The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion approving Ordinance 2013-3506, vacating and abandoning a 0.141 acre, 15-foot wide public utility easement located on Lot 2 of the North Park Section II Subdivision according to the plat recorded in Volume 494, Page 543 and on Lot 2, Block 1 of Lodgeco Subdivision according to the plat recorded in Volume 1996, Page 331 of the Deed Records of Brazos County, Texas.

At approximately 9:21 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:21 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Nichols, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2013-3506, vacating and abandoning a 0.141 acre, 15-foot wide public utility easement located on Lot 2 of the North Park Section II Subdivision according to the plat recorded in Volume 494, Page 543 and on Lot 2, Block 1 of Lodgeco Subdivision according to the plat recorded in Volume 1996, Page 331 of the Deed Records of Brazos County, Texas. The motion carried unanimously.

3. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 9:22 p.m. on Thursday, June 27, 2013.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

July 11, 2013
Consent Agenda Item No. 2b
Debt Reimbursement Resolution for
Capital Projects

To: Kathy Merrill, Interim City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action, and discussion regarding approval of a "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" for expenditures related to the City of College Station's portion of the costs of the Rio Grande/2818 Signal Rehabilitation project, the FM 2818 School Zone Signalization project, the Wellborn/F&B Signal project, the University Drive Pedestrian Improvements Phase II project and Electric Utility Capital Projects.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt."

Summary: On projects for which spending will occur in advance of the debt issue, a "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" must be approved by Council. This "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is being brought to Council to cover expenditures for projects on which spending is estimated to occur in advance of the debt issue scheduled for FY13.

Budget & Financial Summary: The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because a portion of the long term debt has not yet been issued for these projects. The debt that this resolution is intended to cover is expected to be issued no later than the end of FY 2014.

Reviewed and Approved by Legal: N/A

Attachments:

1. Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt

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 \$4,150,000, for the purpose of paying the aggregate costs of the Projects.

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 11th DAY OF JULY, 2013.

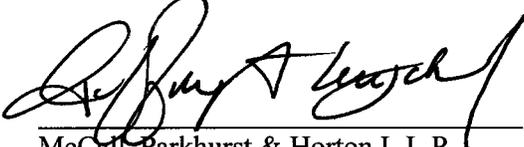
Nancy Berry, Mayor

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:

Traffic Signal Projects including Rio Grande/FM 2818 Signal Rehabilitation; FM 2818 School Zone Signalization; and Wellborn/F&B Signal (\$650,000)

University Drive Pedestrian Improvements Phase II (\$500,000)

Electric Utility Capital Projects including General Plant projects, Overhead System Improvement projects, Underground System Improvement projects, New Services and System Extension projects, Residential Street Lighting projects, Thoroughfare Street Lighting projects, Distribution projects and Transmission projects (\$3,000,000)

July 11, 2013
Consent Agenda Item No. 2c
Annual purchase of EMS supplies

To: Kathy Merrill, Interim City Manager

From: Eric Hurt, Interim Fire Chief

Agenda Caption: Presentation, possible action, and discussion regarding the first of two renewal options of an annual blanket purchase order 12-067 with Boundtree Medical L.L.C. for \$80,000.00 for EMS supplies.

Recommendation(s): Recommend renewal with Boundtree Medical L.L.C

Relationship to Strategic goal: To provide advanced medical care to our community.

Summary: In 2012 Seven (7) sealed bids were received and evaluated on bid 12-067. Bid items were divided into six (6) groups. Bidders were not required to bid on every group. Of the seven (7) bids received, two (2) companies submitted bids that included bid pricing for every item in every category.

Per the bid specifications, the City has the right to award on the basis of individual group, combination of groups or overall best bid for all groups.

It was determined that Bound Tree Medical LLC offered the best value as they submitted the **most complete** bid, shortest delivery time and 18% off of items not specified on bid.

Bound Tree Medical LLC has satisfactorily supplied the City of College Station with EMS supplies for more than seven years.

Budget & Financial Summary: Funds are budgeted in the fire department budget for this expenditure. This purchase order should provide for adequate purchasing of supplies for our department's current and future needs. There were minor price increases to 26 items, but this will not require an increase in the total of the PO.

Attachments:

1. Renewal form

*
RENEWAL (1) ACCEPTANCE

By signing herewith, I acknowledge and agree to renew the annual price agreement for Emergency Medical Supplies (Bid No. 12-067) and all other terms and conditions previously agreed to and accepted for an amount not to exceed Eighty Thousand and No/100 Dollars (\$80,000.00).

I understand this renewal agreement will be for the period beginning July 26, 2013 through July 25, 2014. This is the first of two renewal options.

BOUND TREE MEDICAL LLC

Bethany Moore
Authorized Signature

6/7/13
DATE

*This renewal includes an increase to unit bid prices for select medical supplies specified on the attached supply list. Increases range from 2% to 8% of the unit bid price. Unit bid prices bid under the original contract may, by mutual agreement, be increased by no more than eight percent (8%) of the original contract price.

July 11, 2013
Consent Agenda Item No. 2d
PD Fingerprint and Handprint Replacement System

To: Kathy Merrill, Interim City Manager

From: Ben Roper, IT Director

Agenda Caption: Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Safran MorphoTrust USA in the amount of \$57,980.00 for the purposes of replacing the handprint and fingerprint systems at the Police Department.

Relationship to Strategic Goals: Core Services and Infrastructure

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

Summary: This project replaces hardware and software associated with the Identixx fingerprint and handprint system located at College Station Police Department, and provides the services to install, configure and test the new system, and to provide training on the new system.

Budget & Financial Summary:

Funding for this project is in the 2013 IT Department Operating Budget

Reviewed and Approved by Legal: Yes

Attachments:

A copy of the Contract is on file in the City Secretary's Office.

July 11, 2013
Consent Agenda Item No. 2e
Facilities Assessment and Maintenance Planning Study

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action and discussion regarding professional services consulting contract 13-193 in the amount of \$219,990 to Faithful + Gould for Facilities Assessment and Maintenance Planning.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends award of the contract to Faithful + Gould.

Summary: On April 8th, 2013 the City received 12 responses to Request for Qualifications 13-055 for facilities assessment and maintenance planning, with Faithful+Gould being selected as the most qualified respondent. The project will consist of a comprehensive on-site condition assessment of 37 city facilities, and the development of a maintenance approach plan by general structure type.

Budget & Financial Summary: Funds are budgeted and available in the Facilities Maintenance Fund.

Reviewed and Approved by Legal: Yes

Attachments:

1. Contract 13-193 is on file in the City Secretary's Office.
2. Summary of facilities to be assessed.

Facility/Location	Sub-Facility
City Hall Complex	City Hall
City Hall Complex	Community Development Building
College Station Utilities	Administration Bldg
Police Department	N/A
Arts Council Building	N/A
Bee Creek Park	Ballfield Concessions / Restrooms
Carter Creek Waste Water Treatment Plant	Administration / Training Bldg
Central Park (Headquarters)	Administration Office Bldg.
Cindy Hallaran Pool	Pool House
Fire Station # 1	N/A
Fire Station # 2	N/a
Public Works	Administration Bldg.
Public Works	Fleet Office / Shop
Southwood Athletic Park	Little League Concessions / Restrooms Bldg
Southwood Athletic Park	Sr. League Concessions Restrooms Bldg.
Southwood Community Center	N/A
Thomas Park	Pool House / Restrooms
Utility Customer Service	N/A
Wolf Pen Creek Park & Amphitheater	Amphitheater Bldg.
Central Park (Headquarters)	East District / Forestry Shop Bldg.
College Station Utilities	Warehouse Bldg.
Dowling Pump Station	Office / Lab Bldg.
Forestry Shop	Office / Shop
Lick Creek Waste Water Treatment Plant	Office / Shop Bldg.
Sandy Point Pump Station	Office / Lab Bldg.
Southwood Athletic Park	Maintenance Bldg.
Southwood Athletic Park	Pavillion
Wayne Smith Park	Ballfield Concessions / Restrooms
Wayne Smith Park	West District Maint. Shop
Carter Creek Waste Water Treatment Plant	Field Administration Building
Bee Creek Park	Pavillion
Anderson Park	Restrooms/Shelter/Storage
Oaks Park	Pavillion/Restrooms
Wolf Pen Creek Park & Amphitheater	Restroom Building #1
Microwave Tower	Communications Building
Municipal Court	N/A
College Station Utilities	Utilities Fleet Shop

July 11, 2013
Consent Agenda Item No. 2f
Texas Department of Transportation Reimbursement

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding a resolution approving the reimbursement of costs to the Texas Department of Transportation (TXDOT) in the amount of \$44,094.84 for the FM2154 (Wellborn Widening) project.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation: Staff recommends approval of the resolution.

Summary: On February 12, 2004 the College Station City Council approved a resolution entering into a contract with the Texas Department of Transportation to pay for 10% of the right of way costs for a state highway project on FM 2154 from FM 2818 to SH 40 (Wellborn Widening). Construction on this project is complete. TXDOT is requesting a partial reimbursement in the amount of \$44,094.84.

Staff is expecting a final reimbursement request from TXDOT on this project in the amount of \$144,487.40 near the end of calendar year 2013.

Budget & Financial Summary: A total of \$928,381.18 has been reimbursed to TxDOT to date related to this project. Funds for this current reimbursement are included in the FY13 Streets Capital Improvement Projects Fund. The budget for the final reimbursement will be included in the FY14 Proposed Budget.

Reviewed and Approved by Legal: Yes

Attachments:

1. Resolution
2. Request for reimbursement from TXDOT

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE REIMBURSEMENT OF FUNDS TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR RIGHT OF WAY ACQUISITION COSTS.

WHEREAS, the City Council of the City of College Station, Texas, on February 12, 2004 approved a resolution entering into a contract with the Texas Department of Transportation to pay for 10% of the right of way costs for a state highway project on FM 2154 from FM 2818 to SH 40; now, therefore,

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

PART 1: That the City Council hereby approves partial reimbursement of \$44,094.84 for the project on FM 2154 from FM 2818 to SH 40.

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:



City Attorney

From: [Darrell Kolwes](#)
To: [Chuck Gilman](#)
Cc: [Catherine Hejl](#); [Bob Appleton](#)
Subject: FM 2154 - City of College Station, Local Public Agency (LPA) participation
Date: Friday, May 31, 2013 11:17:42 AM
Attachments: [doc01542420130531095836.pdf](#)

Mr. Gilman,

The City of College Station executed an Agreement with the Texas Department of Transportation on April 15, 2004 to participate in 10% of the cost of the land acquisition and adjustment of utilities on the FM 2154 widening project from FM 2818 to SH 40. Over time, the City has contributed a total of \$928,381.18 toward its participation in this endeavor. I have attached a breakdown of costs that have been incurred to date. As you can see, the total cost attributable to the City is \$972,476.02. The City currently owes the State **\$44,094.84**. There are two utilities (City of College Station –Water and BTU – Electric) that cost are not yet finalized and the amount the City owes will increase when these bills are received and paid.

In order to keep your account up to date, we need for the City of College Station to remit the **\$44,094.84** as soon as possible. Your check should be made payable to the “Texas Department of Transportation”. Please respond back to me for when we can expect the payment.

If you should have any questions or need any additional information, please do not hesitate to contact me.

Thanks,

[Darrell W. Kolwes](#)

Right of Way Agent

Texas Department of Transportation

1821 SH 105

Brenham, Texas 77833

(713) 409-9186 (Cell)

(979) 836-7673 (Fax)

Darrell.Kolwes@txdot.gov

[Click It or Ticket](#)



July 11, 2013
Consent Agenda Item No. 2g
Quitclaim for TXDoT Reimbursement

To: Kathy Merrill, Interim City Manager

From: David Coleman, P.E., Director of Water Services

Agenda Caption: Presentation, possible action, and discussion on a Quitclaim Agreement with the Texas Department of Transportation for easements that were acquired for widening Wellborn Road.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Fiscal Responsibility

Recommendation: Staff recommends approval of this quitclaim.

Summary: To accommodate the most recent widening of Wellborn Road (FM 2154), the City had to relocate a major water line that was in a City easement along Wellborn Road. The line was relocated to the west side of the Union Pacific Railroad tracks, and by prior agreement, TXDoT will reimburse the City's cost for relocating the water line. We completed construction in May 2012, and since then have been working with TXDoT to provide the documentation needed to receive final payment.

TXDoT has requested a quitclaim agreement for the parcels that TXDoT acquired containing the old City easement. These old easement areas contain no City Utilities, except for permitted crossings, which will remain permitted and unaffected by the quitclaim. Since this quitclaim will not impact present nor future utility operations, and it is required for reimbursement from TXDoT, staff recommends approval.

Budget & Financial Summary: TXDoT has already paid approximately 2.4 million dollars under a previous reimbursement request and will pay an additional approximately 1.2 million dollars upon completion, approval, and execution of this quitclaim agreement and submission of the City's final reimbursement request.

Reviewed and Approved by Legal: Yes

Attachment:

1. Quitclaim, incl. exhibit A

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.



Form ROW-N-30
(Rev. 07/11)
Page 1 of 2

QUITCLAIM DEED

THE STATE OF TEXAS

§ **ROW CSJ: 0540-04-056**

COUNTY OF BRAZOS

§
§ **KNOW ALL MEN BY THESE PRESENTS:**

That, the City of College Station of the County of Brazos, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$10) and other good and valuable consideration to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto the State of Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, situated in the County of Brazos, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

Utility easements located along the east side of FM 2154, AKA Wellborn Road between the former (prior to 2006) ROW line and the current ROW line between FM 2818 and GrahamRd more fully described in Exhibit A.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said State of Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the 27th day of June, 2013.

Acknowledgement

State of Texas
County of _____

This instrument was acknowledged before me on _____
by _____.

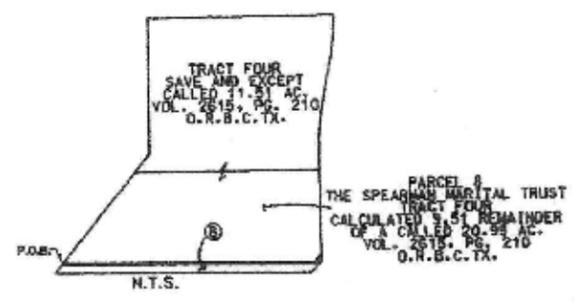
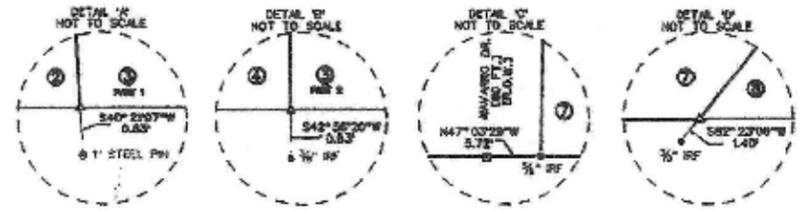
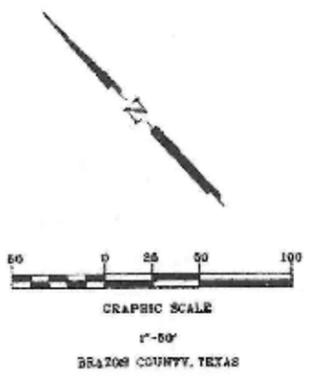
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of _____

This instrument was acknowledged before me on _____ by
_____, _____
of _____, a _____
corporation, on behalf of said corporation.

Notary Public's Signature

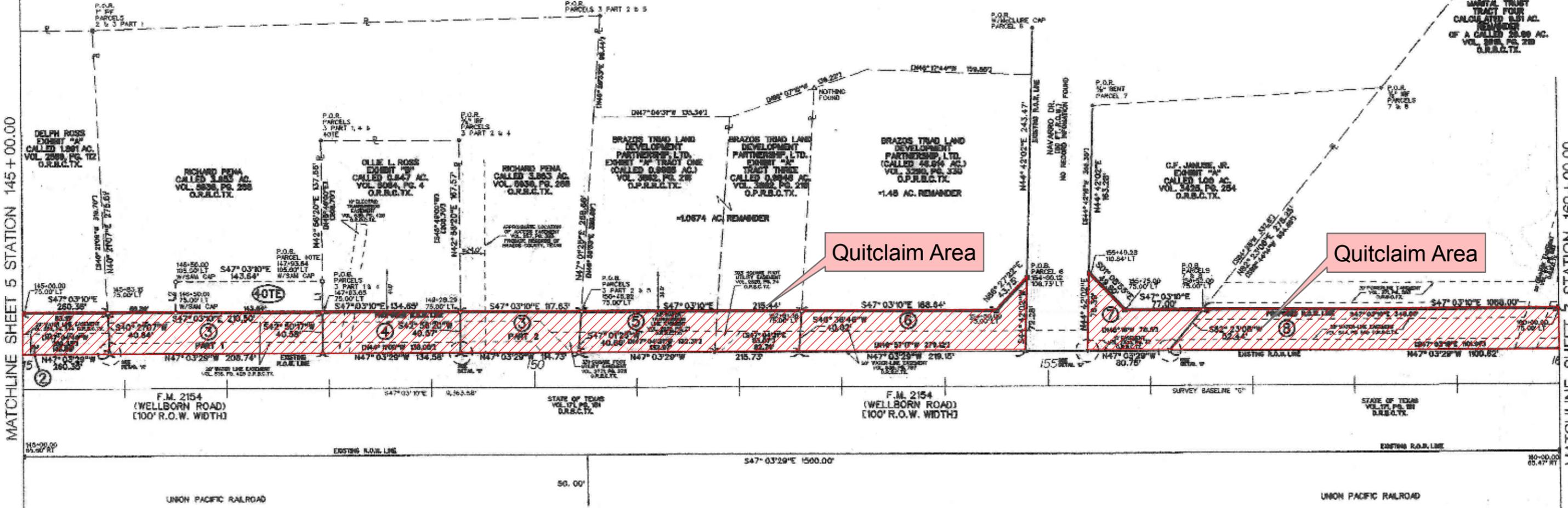


- LEGEND**
- 1 TYPE I CONCRETE MONUMENT FOUND
 - 2 TYPE II CONCRETE MONUMENT FOUND
 - 3 TYPE I CONCRETE MONUMENT SET
 - 4 1/2" PIPE FOUND UNLESS NOTED
 - 5 3/4" IRON ROD WITH STAINLESS ALUMINUM CAP SET UNLESS NOTED
 - 6 1/2" IRON ROD FOUND UNLESS NOTED
 - 7 2" X 4" CONCRETE
 - 8 FENCE POST FOUND UNLESS NOTED
 - 9 80 D NAIL SET UNLESS NOTED
 - 10 80 D NAIL FOUND UNLESS NOTED
 - 11 PROPERTY LINE
 - 12 CENTER LINE
 - 13 RECORD INFORMATION
 - 14 P.O.B. POINT OF BEGINNING
 - 15 P.A.S. POINT OF BEGINNING
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CRAWFORD BURNETT LEAGUE, A-7
 STEEPLECHASE SUBDIVISION
 PHASE SEVEN
 CALLED 3.088 AC.
 VOL. 4088, PG. 121
 O.R.B.C.T.X.

LINE TABLE

LINE NO.	BEARING	DISTANCE
1	S42° 52' 20" W	30.00'
2	N42° 58' 20" E	30.00'



MATCHLINE SHEET 5 STATION 145 + 00.00

MATCHLINE SHEET 7 STATION 160 + 00.00

Quitclaim Area

Quitclaim Area

- NOTES**
- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE AND OF 1983. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.0002.
 - IMPROVEMENTS SHOWN HEREON ARE BASED UPON TYPICAL SURVEY DATA FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAH, INC. THERE MAY BE ADDITIONAL IMPROVEMENTS THAT ARE NOT SHOWN.
 - VISIBLE UTILITIES SHOWN HEREON ARE BASED UPON VISIBLE EVIDENCE FOUND ON THE GROUND. THERE MAY BE ADDITIONAL UTILITIES THAT ARE NOT SHOWN.
 - RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND AGENCIES TITLE COMPANY AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THESE PARCELS.

→ CALCULATED REMAINDER ACCORDING TO BRAZOS COUNTY APPRAISAL DISTRICT

PARCEL NO.	DEED ACREAGE	PROPERTY OWNER	TYPE OF CONV.	CONVEYANCE		ACQUIRING PROP. & STATIONS		ACQUIRED ACRES	REMAINDER	
				VOLUME	PAGE	FROM	TO		LEFT	RIGHT
3 PART 1	3.853	RICHARD PENA				145+83.15	147+93.63	0.20 AC.	3.85 AC.	
3 PART 2	3.853	RICHARD PENA				149+28.29	150+45.92	0.11 AC.	3.74 AC.	
4	0.647	OLLIE L. ROSS				147+93.65	149+28.29	0.13 AC.	0.52 AC.	
5	1.0674	BRAZOS TRIAD LAND DEVELOPMENT PARTNERSHIP, LTD.				150+48.39	152+81.38	0.20 AC.	0.87 AC.	
6	1.145	BRAZOS TRIAD LAND DEVELOPMENT PARTNERSHIP, LTD.				152+61.36	154+90.12	0.21 AC.	1.24 AC.	
7	1.00	C.F. JANUZE, JR.				155+40.28	156+52.00	0.10 AC.	0.90 AC.	
8	9.51	THE SPEARMAN MARITAL TRUST				158+52.00	167+87.75	1.03 AC.	8.48 AC.	
*NOTE	3.653	RICHARD PENA								



REVISION	DATE
REVISED ACREAGE REMAINDERS FOR PARCELS 5 & 6	7/08/05
ADDED PARCEL 40TE	3/16/05
REVISED OWNERSHIP ON PARCEL 3	8/31/04

FARM TO MARKET ROAD 2154
 RIGHT OF WAY WIDENING PROJECT

ACCOUNT NO. 8017-1-63

OSR - 4	DGN	
RF -		
FED. RD. DIV. RD.	FEDERAL AID PROJECT NO.	SHEET NO.
		6
STATE	DIST.	COUNTY
TEXAS	17	BRAZOS
COUNT.	SECT.	JOB
0540	04	056
		FM 2154

July 11, 2013
Consent Agenda Item No. 2h
Interlocal Agreement with City of Denton

To: Kathy Merrill, Interim City Manager

From: Jeff Kersten, Executive Director of Business Services

Agenda Caption: Presentation, possible action, and discussion on an Interlocal Agreement for cooperative purchasing activities between the City of College Station and City of Denton.

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

Recommendation(s): Staff recommends approval of the Interlocal Agreement.

Summary: This agreement would authorize the City of College Station and City of Denton to jointly prepare bids and proposals for the purchase of goods and services. It would also allow us to piggyback on each others bids and contracts when in our best interest. Particularly, the City of Denton has a contract with SHI for Microsoft products that staff is interested in piggybacking that will provide the City of College Station with streamlined ordering process and guaranteed pricing.

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

Legal Review: Yes

Attachments: Interlocal Agreement with City of Denton

**CITY OF DENTON COOPERATIVE PURCHASING PROGRAM ENTITY
INFORMATION UPDATE
QUESTIONNAIRE**

If your entity is currently participating or plans to participate in the City of Denton's Cooperative Purchasing Program, please complete this questionnaire and return to the City of Denton Cooperative Purchasing contact – purchasing@cityofdenton.com. For additional information contact the City of Denton Materials Management Division at (940) 349-7100.

Name of Entity:	City of College Station
Point of Contact:	Cheryl K. Turney
Title	Assistant Finance Director
Phone Number:	(979) 764-3557
Fax Number:	
Internet Address:	www.cstx.gov
E-Mail Address:	cturney@cstx.gov
Additional Contacts:	Lisa Davis, Buyer: ldavis@cstx.gov ; Heather Pavelka, Buyer: hpavelka@cstx.gov ; Josie Urrutia, Asst Buyer: jurrutia@cstx.gov
Complete Mailing Address:	PO Box 9960 1101 Texas Avenue College Station, TX 77842
Information as of this Date:	June 19, 2013

**RETURN QUESTIONNAIRE to purchasing@cityofdenton.com
ATTN: COOPERATIVE PURCHASING CONTACT**

Please Note:

To complete the Interlocal Agreement, please return four (4) duplicate original agreements, with original signatures on each, to the attention of the Cooperative Purchasing Contact, 901B Texas Street, Denton, Texas 76209.

The State of Texas

County of Denton

INTERLOCAL COOPERATION AGREEMENT

BETWEEN CITY OF DENTON, TEXAS AND CITY OF COLLEGE STATION, TEXAS

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into between The City of Denton, Texas, a political subdivision of the State of Texas (hereinafter "City of Denton") and the City of College Station, a Texas home-rule municipal corporation, (hereinafter "City of College Station").

WHEREAS, both the City of Denton and City of College Station have the authority to enter into this Agreement pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 of the Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001 – 791.029 of the Texas Government Code; and

WHEREAS, the City of Denton and City of College Station represent that each are independently authorized to perform the functions or services contemplated by this Agreement; and

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract; and

WHEREAS, it is mutually beneficial to both parties to execute this Agreement whereby each entity can achieve common objectives relating to the health, safety, and welfare of the citizens of Texas, and in the interest of creating efficiencies and saving the City of Denton and the City of College Station taxpayer funding through cooperation in the purchasing of commodities, equipment, services and auctions; and

NOW THEREFORE, in consideration of the mutual representations, terms and covenants hereafter set forth, the parties hereby agree as follows:

1. The City of College Station hereby makes, constitutes and appoints the City of Denton its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Request for Proposals and Invitation for Bids). The City of Denton will maintain a listing of Annual Contracts which are available for local entities use. The City of Denton will forward a copy of requested Annual Contract to the requesting entity.
2. City of College Station agrees that the City of Denton shall serve as the purchasing agent for selected items, and agrees that the solicitation shall be conducted by the City of Denton in accordance with Texas Local Government Code 252 and City of Denton policy.
3. The City of Denton Purchasing Agent and City of College Station Purchasing Agent shall be authorized to jointly prepare bids, proposals, requests for qualifications and other procurement activity for the purchase of equipment, supplies, services, insurance, high technology, professional services and other expenditures that may be exempt from competitive bidding/proposals.

4. City of College Station agrees that all specifications for selected commodities, equipment, services or auctions shall be determined by the City of Denton, and that the City of Denton shall collaborate with other governmental entities to ensure that the specifications can meet the overall defined needs.
5. City of College Station agrees to pay the contractor for all commodities, equipment, services or auctions pursuant to this Agreement. The awarded contractor shall bill directly for all commodities, equipment, services or auctions purchased and City of College Station shall be responsible for contractor's compliance with all conditions of delivery and quality of all commodities, equipment, services or auctions purchased. All payments shall be made in accordance with the statutory provisions of Texas Government Code, Chapter 2251.
6. Participation of either entity in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either entity from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
7. Each entity shall ensure that all applicable laws and ordinances have been satisfied.
8. **Effective Date and Term.** This Agreement shall take effect when signed by the last party whose signing makes the Agreement fully executed, and be in effect from the date of execution until terminated by either party to the Agreement upon written thirty (30) days notice prior to cancellation.
9. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated approval of each governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
10. **Termination.** By the City of Denton or City of College Station. This Agreement may be terminated at any time by the City of Denton or City of College Station, with or without cause, upon thirty (30) days written notice to the other parties in accordance with Paragraph 12 herein.
11. **Hold Harmless.** The City of Denton and City of College Station agree to hold each other harmless, to the extent permitted by the laws and constitution of the State of Texas, from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, 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 the work done under this Agreement.
12. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
13. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

City of Denton:
Materials Management Division
City of Denton
901B Texas Street
Denton, Texas 76209

City of College Station:
Purchasing Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

14. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. Nor oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
15. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
16. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
17. **Place of Performance.** Performance and all matters related thereto shall be in Denton County, Texas, United States of America.
18. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.
19. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
20. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
21. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.
22. **Force Majeure.** Except for the obligation for the payment of money, if either party fails to fulfill its obligations hereunder when such failure is due to an act of God, or other circumstance beyond its reasonable control, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this Agreement.
23. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year shown below.

CITY OF DENTON, TEXAS

CITY OF COLLEGE STATION, TEXAS

BY: _____

Mayor

DATE: _____

BY: _____

Mayor

DATE: _____

ATTEST:

Jennifer Walters, City Secretary

ATTEST:

City Secretary

APPROVED:

George Campbell, City Manager

APPROVED:

City Manager

Executive Director Business Services

APPROVED AS TO LEGAL FORM:

Anita Burgess, City Attorney

APPROVED AS TO LEGAL FORM:



City Attorney

July 11, 2013
Consent Agenda Item No. 2i
Consulting Services for Discharge Permit Renewals

To: Kathy Merrill, Interim City Manager

From: Dave Coleman, P.E., Water Services Director

Agenda Caption: Presentation, possible action, and discussion on a Professional Services Contract number 13-237 with Alan Plummer Associates, Inc., in the amount of \$75,000 to prepare renewal applications for our three wastewater discharge permits.

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

Recommendation: Approval.

Summary: Every five years, our three wastewater discharge permits must be renewed with the Texas Commission on Environmental Quality (TCEQ). Renewal application packages are due to TCEQ on November 1, 2013 which is six months before the existing permits expire, as required by regulations.

Staff recommends we contract with Alan Plummer Associates, Inc. (APAI) to prepare these application packages, because APAI has already completed a preliminary stream quality study and review of current and upcoming TCEQ regulations. We expect that TCEQ will be implementing new restrictions in the near future on the discharge of nutrients such as phosphorous and nitrogen, which will have a significant impact on our wastewater treatment infrastructure. Our goal with APAI is to anticipate these changes, and incorporate any new restrictions within our plan for expanding the wastewater treatment plant capacity, which will save millions of dollars of infrastructure modification costs.

For these reasons, staff recommends approval of the consulting contract with APAI.

Budget & Financial Summary: Funds are budgeted and available in the Wastewater Operating Fund.

Reviewed and Approved by Legal: Yes.

Attachment:

- 1.) Contract

CONSULTANT CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the “City”) and Alan Plummer Associates Inc. a Texas Corporation (the “Contractor”), whereby Contractor agrees to perform and the City agrees to pay for the work described herein.

ARTICLE I

1.01 This Contract is for Carter Lake, Lick Creek and Carters Creek Wastewater Treatment Facilities Texas Pollutant Discharge Elimination System Permit Renewal Applications (the “Project”). The scope and details of the work to be provided to the City by Contractor are set forth in **Exhibit “A”** to this Contract and are incorporated as though fully set forth herein by reference. Contractor agrees to perform or cause the performance of all the work described in **Exhibit “A.”**

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

1.03 The total amount of payment, including reimbursements, by the City to Contractor for all services to be performed under this Contract may not, under any circumstances, exceed Seventy Five Thousand Dollars(\$75,000.00).

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

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

b. When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work; and

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

1.06 Except as provided in Article VI hereinbelow, the Contractor shall complete all of the work described in Exhibit "A" by the dates set forth below.
September 15, 2013

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

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

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

ARTICLE II

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

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

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

ARTICLE III

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

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

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

3.04 Contractor's work product shall be the exclusive property of the City. Upon completion or termination of this Contract, Contractor shall promptly deliver to the City all

records, notes, data, memorandum, models, and equipment of any nature that are within Contractor's possession or control and that are the City's property or relate to the City or its business.

ARTICLE IV

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

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

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

ARTICLE V Insurance

5.00 The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the

Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on **Exhibit "C"**.

ARTICLE VI

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

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

ARTICLE VII

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

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

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

Contractor:

Attn: _____

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

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

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

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

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

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

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

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

ALAN PLUMMER ASSOCIATES INC.

CITY OF COLLEGE STATION

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
City Manager
Date: _____

APPROVED:

City Attorney

Date: _____

Executive Director Business Services

Date: _____

Exhibit A

Scope of Services

**EXHIBIT A
CITY OF COLLEGE STATION
CARTER LAKE, LICK CREEK, AND CARTER'S CREEK WASTEWATER
TREATMENT FACILITIES
TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM
PERMIT RENEWAL APPLICATIONS**

SCOPE OF WORK

The City of College Station (CLIENT) has requested Alan Plummer Associates, Inc., (ENGINEER) to assist in renewal of Texas Pollutant Discharge Elimination System (TPDES) permits for CLIENT's three wastewater treatment facilities (WWTF), which are Carter Lake WWTF, Lick Creek WWTF, and Carter's Creek WWTF. The existing TPDES permits will expire on May 1, 2014. In accordance with current requirements of the Texas Commission on Environmental Quality (TCEQ), applications for permit renewal must be submitted to the TCEQ a minimum of 180 days prior to the expiration date of the existing permit. The three permit applications must be submitted to the TCEQ on or before November 1, 2013.

This exhibit provides a Scope of Work for the project. Included are descriptions of BASIC SERVICES and ADDITIONAL SERVICES.

BASIC SERVICES are those services known to be required for the renewal of the TPDES permits. A specific scope and budget for BASIC SERVICES is provided in this exhibit. A schedule of hourly fees for ENGINEER's services is provided in Exhibit B. BASIC SERVICES include preparing TPDES permit applications for renewal without changes and assisting CLIENT with processing of applications through the TCEQ.

ADDITIONAL SERVICES are those services that are not anticipated to be required for renewal of the permits but which could become necessary or desired later. Services for assisting CLIENT negotiate with TCEQ on permit provisions beyond those anticipated for a renewal application as well as other potential services are described in this exhibit as ADDITIONAL SERVICES items.

An ADDITIONAL SERVICES budget has not been developed for the project but will be developed when and if ADDITIONAL SERVICES are requested by CLIENT. ENGINEER will not conduct ADDITIONAL SERVICES unless authorized by CLIENT.

BASIC SERVICES

BASIC SERVICES for this contract include the following activities:

- Activity A: Prepare and Provide Support during Processing of the Carter Lake WWTF TPDES Permit Renewal Application**
- Activity B: Prepare and Provide Support during Processing of the Lick Creek WWTF TPDES Permit Renewal Application**
- Activity C: Prepare and Provide Support during Processing of the Carter's Creek WWTF TPDES Permit Renewal Application**

Each activity has specific tasks, which are described in the following sections.

**Activity A: Prepare and Provide Support during Processing of the Carter Lake WWTF
TPDES Permit Renewal Application**
This activity includes five tasks. These tasks are described below.

Task 1: Obtain and Review Information

ENGINEER will review information available from the previous permit application for the WWTF and determine what additional information is needed. ENGINEER will prepare and submit to CLIENT a detailed request for information for each application. Requested information will include, but not be limited to, conventional effluent quality data. ENGINEER will review the information to verify that it meets TCEQ requirements. If necessary, additional information will be requested by ENGINEER. CLIENT is responsible for the costs associated with all effluent sampling and analyses.

Task 2: Prepare Permit Applications

ENGINEER will prepare a renewal permit application for the WWTF. Relevant information obtained in Task 1 of this activity will be entered into the appropriate TPDES permit application forms by ENGINEER. Application forms required for the permit applications include the Domestic Administrative and Technical Reports. Required attachments to the applications will be prepared. Attachments required by this application for renewal will include, but not be limited to, an original USGS topographic map with details labeled, attachments to the Supplemental Permit Information Form, and a facility site map.

Two copies of the draft permit application will be provided to CLIENT for review. ENGINEER will revise the application, as appropriate, after receipt of comments from CLIENT. Seven copies of the final application will then be provided to CLIENT. Per TCEQ requirements, the original and three copies of the application must be submitted to the TCEQ. If requested to do so, ENGINEER will deliver the original and three copies of the application to the TCEQ for the CLIENT.

Each application must include a copy of the application fee check payable to the TCEQ. TPDES permitting fees will be the responsibility of CLIENT.

Task 3: Provide Support for Administratively Complete Applications

The TCEQ will perform an administrative review of the permit application. Administrative review may also include a limited technical review. The TCEQ will advise CLIENT of results of the administrative review. If required, ENGINEER will assist CLIENT in preparing responses to administrative review comments. Once the TCEQ is satisfied that all required information has been provided, the TCEQ will declare the permit application to be administratively complete.

CLIENT will be instructed to publish a notice of intent to obtain a permit for the WWTF. The notice is required to be published in one or more local newspapers and possibly in an alternative language newspaper. Determination of whether alternative language publication is required will be made during Task 2 of this activity. Publication of the notice and associated fees will be the responsibility of CLIENT.

Task 4: Provide Technical Support during Application Processing

ENGINEER will provide support during completion of the TCEQ technical review and processing of the permit application. Support may include telephone conversations with TCEQ staff during the review process to answer questions regarding the application. When

all technical reviews are completed, TCEQ will prepare an initial draft permit and provide a copy to CLIENT for review. ENGINEER will review the draft permit and assist CLIENT with preparation of written responses to the TCEQ.

CLIENT will be required to publish a notice of the draft permit in one or more local newspapers and possibly in an alternative language newspaper. Determination of whether alternative language publication is required will be made during Task 2 of this activity. Publication of the second notice and associated fees will be the responsibility of CLIENT.

Task 5: Communications during Application Processing

This task includes occasional telephone communications between ENGINEER and the TCEQ to discuss the status of the agency's review. This task also includes conference calls with CLIENT during the technical review process to discuss application status and, as necessary, to develop strategies for responding to permit provisions proposed by TCEQ in the draft permit. ENGINEER will prepare for and participate in one meeting with CLIENT and TCEQ to discuss appropriate provisions for the next permit. The budget prepared for this task assumes one meeting will be conducted in Austin.

This task provides for a reasonable level of effort to complete the permit renewal without changes. If required to provide more support than anticipated by the budget for Activity A, ENGINEER will be entitled to additional compensation.

Activity B: Prepare and Provide Support During Processing of the Lick Creek WWTF
TPDES Permit Renewal Application

This activity includes five tasks. These tasks are described below.

Task 1: Obtain and Review Information

ENGINEER will review information available from the previous permit application for the WWTF and determine what additional information is needed. ENGINEER will prepare and submit to CLIENT a detailed request for information for each application. Requested information will include, but not be limited to, effluent quality data, and whole effluent toxicity (WET) testing results. ENGINEER will review the information to verify that it meets TCEQ requirements. If necessary, additional information will be requested by ENGINEER. CLIENT is responsible for the costs associated with all effluent sampling and analyses.

Task 2: Prepare Permit Applications

ENGINEER will prepare a renewal permit application for the WWTF. Relevant information obtained in Task 1 of this activity will be entered into the appropriate TPDES permit application forms by ENGINEER. Application forms required for the permit applications include the Domestic Administrative and Technical Reports. Required attachments to the applications will be prepared. Attachments required by this application for renewal will include, but not be limited to, an original USGS topographic map with details labeled, attachments to the Supplemental Permit Information Form, a facility site map, and summary of WET testing results.

Two copies of the draft permit application will be provided to CLIENT for review. ENGINEER will revise the application, as appropriate, after receipt of comments from CLIENT. Seven copies of the final application will then be provided to CLIENT. Per TCEQ requirements, the original and three copies of the application must be submitted to the TCEQ. If requested to do so, ENGINEER will deliver the original and three copies of the application to the TCEQ for the CLIENT.

Each application must include a copy of the application fee check payable to the TCEQ. TPDES permitting fees will be the responsibility of CLIENT.

Task 3: Provide Support for Administratively Complete Applications

The TCEQ will perform an administrative review of the permit application. Administrative review may also include a limited technical review. The TCEQ will advise CLIENT of results of the administrative review. If required, ENGINEER will assist CLIENT in preparing responses to administrative review comments. Once the TCEQ is satisfied that all required information has been provided, the TCEQ will declare the permit application to be administratively complete.

CLIENT will be instructed to publish a notice of intent to obtain a permit for the WWTF. The notice is required to be published in one or more local newspapers and possibly in an alternative language newspaper. Determination of whether alternative language publication is required will be made during Task 2 of this activity. Publication of the notice and associated fees will be the responsibility of CLIENT.

The Task 4: Provide Technical Support during Application Processing

ENGINEER will provide support during completion of the TCEQ technical review and processing of the permit application. Support may include telephone conversations with TCEQ staff during the review process to answer questions regarding the application. When all technical reviews are completed, TCEQ will prepare an initial draft permit and provide a copy to CLIENT for review. ENGINEER will review the draft permit and assist CLIENT with preparation of written responses to the TCEQ.

CLIENT will be required to publish a notice of the draft permit in one or more local newspapers and possibly in an alternative language newspaper. Determination of whether alternative language publication is required will be made during Task 2 of this activity. Publication of the second notice and associated fees will be the responsibility of CLIENT.

Task 5: Communications during Application Processing

This task includes occasional telephone communications between ENGINEER and the TCEQ to discuss the status of the agency's review. This task also includes conference calls with CLIENT during the technical review process to discuss application status and, as necessary, to develop strategies for responding to permit provisions proposed by TCEQ in the draft permit. ENGINEER will prepare for and participate in one meeting with CLIENT and TCEQ to discuss appropriate provisions for the next permit. The budget prepared for this task assumes one meeting will be conducted in Austin.

This task provides for a reasonable level of effort to complete the permit renewal without changes. If required to provide more support than anticipated by the budget for Activity B, ENGINEER will be entitled to additional compensation.

Activity C: Prepare and Provide Support During Processing of the Carter's Creek WWTF
TPDES Permit Renewal Application

This activity includes five tasks. These tasks are described below.

Task 1: Obtain and Review Information

ENGINEER will review information available from the previous permit application for the WWTF and determine what additional information is needed. ENGINEER will prepare and submit to CLIENT a detailed request for information for each application. Requested information will include, but not be limited to, effluent quality data, whole effluent toxicity

(WET) testing results, sludge quality data, and sludge distribution and marketing information. ENGINEER will review the information to verify that it meets TCEQ requirements. If necessary, additional information will be requested by ENGINEER. CLIENT is responsible for the costs associated with all effluent sampling and analyses.

Task 2: Prepare Permit Applications

ENGINEER will prepare a renewal permit application for the WWTF. Relevant information obtained in Task 1 of this activity will be entered into the appropriate TPDES permit application forms by ENGINEER. Application forms required for the permit applications include the Domestic Administrative Report, Domestic Technical Report and worksheets, and the Sewage Sludge Technical Report (SSTR) and worksheets. Required attachments to the applications will be prepared. Attachments required by this application for renewal will include, but not be limited to, an original USGS topographic map with details labeled, attachments to the Supplemental Permit Information Form, a facility site map, a summary of WET testing results, design calculations and features, a sludge management plan, and additional maps to support the SSTR.

Two copies of the draft permit application will be provided to CLIENT for review. ENGINEER will revise the application, as appropriate, after receipt of comments from CLIENT. Seven copies of the final application will then be provided to CLIENT. Per TCEQ requirements, the original and three copies of the application must be submitted to the TCEQ. If requested to do so, ENGINEER will deliver the original and three copies of the application to the TCEQ for the CLIENT.

Each application must include a copy of the application fee check payable to the TCEQ. TPDES permitting fees will be the responsibility of CLIENT.

Task 3: Provide Support for Administratively Complete Applications

The TCEQ will perform an administrative review of the permit application. Administrative review may also include a limited technical review. The TCEQ will advise CLIENT of results of the administrative review. If required, ENGINEER will assist CLIENT in preparing responses to administrative review comments. Once the TCEQ is satisfied that all required information has been included, the TCEQ will declare the permit application to be administratively complete.

CLIENT will be instructed to publish a notice of intent to obtain a permit for the WWTF. The notice is required to be published in one or more local newspapers and possibly in an alternative language newspaper. Determination of whether alternative language publication is required will be made during Task 2 of this activity. Publication of the notice and associated fees will be the responsibility of CLIENT.

The Task 4: Provide Technical Support during Application Processing

ENGINEER will provide support during completion of the TCEQ technical review and processing of the permit application. Support may include telephone conversations with TCEQ staff during the review process to answer questions regarding the application. When all technical reviews are completed, TCEQ will prepare an initial draft permit and provide a copy to CLIENT for review. ENGINEER will review the draft permit and assist CLIENT with preparation of written responses to the TCEQ.

CLIENT will be required to publish a notice of the draft permit in one or more local newspapers and possibly in an alternative language newspaper. Determination of whether

alternative language publication is required will be made during Task 2 of the activity. Publication of the second notice and associated fees will be the responsibility of CLIENT.

Task 5: Communications during Application Processing

This task includes occasional telephone communications between ENGINEER and the TCEQ to discuss the status of the agency's review. This task also includes conference calls with CLIENT during the technical review process to discuss application status and, as necessary, to develop strategies for responding to permit provisions proposed by TCEQ in the draft permit. ENGINEER will prepare for and participate in one meeting with CLIENT and TCEQ to discuss appropriate provisions for the next permit. The budget prepared for this task assumes this meeting will be conducted in Austin.

This task provides for a reasonable level of effort to complete the permit renewal without changes. If required to provide more support than anticipated by the budget for Activity C, ENGINEER will be entitled to additional compensation.

ADDITIONAL SERVICES

ADDITIONAL SERVICES CLIENT may request include those that are not currently anticipated to be a part of the project to obtain TPDES permits but could become necessary or desired at some time during the project. If CLIENT requests other ADDITIONAL SERVICES, ENGINEER will prepare a specific scope and budget for requested services for review and approval by CLIENT prior to initiating the services. Following is a list of ADDITIONAL SERVICES that may be needed or desired:

- Field reconnaissance by ENGINEER to collect data or information not otherwise provided by CLIENT.
- Any water quality modeling associated with the discharge from a WWTF into its receiving water.
- Development of additional documentation for permit amendment, should the TCEQ determine that a permit amendment is necessary or should CLIENT decide to pursue a permit amendment rather than permit renewal.
- Support during permit processing beyond those provided for in BASIC SERVICES.
- Additional meetings with CLIENT, TCEQ or other regulatory authorities, such as the EPA, to discuss the permit beyond what is provided in BASIC SERVICES.

- Meetings or telephone calls with potential or actual protestants or the development of public information or strategies to aid in avoiding protests.
- Any application fee required by the TCEQ.
- Publication of public notices of application or notices of the draft permits in a local newspaper(s).
- Assistance with negotiating with the TCEQ to remove the total dissolved solids monitoring requirements.

There may be other potential ADDITIONAL SERVICES. ENGINEER will prepare additional scopes of work and budgets upon CLIENT's request. The contract may be amended to accommodate additional work.

PROJECT BUDGET

The budget for BASIC SERVICES is summarized as follows:

Basic Services Labor

Activity A	\$ 14,750.00	
Activity B	\$ 24,750.00	
Activity C	<u>\$ 34,750.00</u>	
Labor Total		\$ 74,250.00

Basic Services Expenses

Reproduction	\$ 200.00	
Shipping, Delivery, Postage	\$ 250.00	
Travel, Meals, and Lodging	<u>\$ 300.00</u>	
Basic Expenses Total		\$ 750.00
Total BASIC SERVICES		\$ 75,000.00

ENGINEER will complete the above BASIC SERVICES on a cost-reimbursement basis. ADDITIONAL SERVICES will be completed upon request. Personnel time will be billed at the rates presented in Exhibit B. Direct expenses will be billed at actual cost times 1.15. Mileage will be billed at the IRS acceptable rate for businesses.

PROJECT SCHEDULE

ENGINEER will provide a draft of all three permit applications to the CLIENT by **September 15, 2013** for review. Submission of all three final permit applications to TCEQ will occur by November 1, 2013. After submission of permit applications, the project schedule cannot be controlled by the ENGINEER as permit processing time is driven by TCEQ.

Exhibit B

Payment Terms

Payment is a fixed fee in the amount listed in Article II of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

Schedule of Payment for each phase:

Basic Services Labor

Activity A	\$ 14,750.00	
Activity B	\$ 24,750.00	
Activity C	<u>\$ 34,750.00</u>	
Labor Total		\$ 74,250.00

Basic Services Expenses

Reproduction	\$ 200.00	
Shipping, Delivery, Postage	\$ 250.00	
Travel, Meals, and Lodging	<u>\$ 300.00</u>	
Basic Expenses Total		\$ 750.00
Total BASIC SERVICES		\$ 75,000.00

ENGINEER will complete the above BASIC SERVICES on a cost-reimbursement basis. ADDITIONAL SERVICES will be completed upon request. Personnel time will be billed at the rates presented in Exhibit B. Direct expenses will be billed at actual cost times 1.15. Mileage will be billed at the IRS acceptable rate for businesses.

Exhibit C

Insurance Requirements

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

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

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

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

IV. General Requirements Applicable to All Policies.

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

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

V. **Commercial General Liability** requirements:

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

VI. **Business Automobile Liability** requirements:

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

VII. **Workers Compensation Insurance** requirements:

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

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

- B. The workers compensation insurance shall include the following terms:
1. Employer's Liability limits of \$1,000,000 for each accident is required.
 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- C. Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VIII. Professional Liability requirements:

- A. Coverage shall be written by a carrier with a “A:VIII” or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, with a maximum deductible of \$200,000. Financial statements shall be furnished to the City upon request.
- C. For “claims made” policies, a 24-month extended reporting period shall be required.

July 11, 2013
Consent Agenda Item No. 2j
TxDOT's Advance Funding Agreement for the Rise at Northgate

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action, and discussion on Texas Department of Transportation (TxDOT) Advance Funding Agreement for the Rise at Northgate.

Relationship to Strategic Goals: Core Services and Infrastructure, and Multi-Modal Transportation.

Recommendation(s): Staff recommends approval.

Summary: As part of the Rise at Northgate project, landscape and hardscape items would be constructed on TxDOT's right of way (ROW) along FM 60 (University Drive). The Advance Funding Agreement (AFA) outlines the responsibilities regarding construction and maintenance of those items – which remain the responsibility of the developer, but must be endorsed by the City. The items covered by this would include landscaping such as trees and irrigation to meet City's Northgate standards, and hardscape items such as pedestrian benches and trash receptacles to meet the City's Northgate standards.

Budget & Financial Summary: No funds will be exchanged between the City and TxDOT. The project budget enclosed an enumerated in Attachment "D" reflects the costs of those items mentioned above, provided and installed by the developers contractor.

Reviewed and Approved by Legal: Yes

Attachments:

1. TxDOT AFA
2. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF CITY OF COLLEGE STATION, TEXAS APPROVING THE ADVANCED FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR LANDSCAPING AND PEDESTRIAN AMENITIES IN THE ROW OF FM 60 UNIVERSITY DRIVE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AFA.

WHEREAS, FM 60 University Drive is owned and maintained by the Texas Department of Transportation, and

WHEREAS, any construction or improvements on Texas Department of Transportation right of way must be approved through the Texas Department of Transportation permitting process, and

WHEREAS, the City of College Station supports the construction and installation of landscape and pedestrian amenities along FM 60 University Drive to facilitate pedestrian traffic in an urban setting, and

WHEREAS, the City of College Station will accept the Developer's, DRI/CA College Station, LLC's, construction and installation of the landscape and pedestrian amenities, for the Rise at Nortgate in accordance with the College Station Code of Ordinances in lieu of project funding; and agree to the provisions stated in the Texas Department of Transportation Advanced Funding Agreement.

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

PART 1: That the City Council hereby approves the Advanced Funding Agreement (AFA) with the Texas Department of Transportation for landscaping and pedestrian amenities in the ROW of FM 60 University Drive and accepts the Developer's, DRI/CA College Station, LLC's, construction and installation of the landscape and pedestrian amenities for the Rise at Northgate in accordance with the College Station Code of Ordinances in lieu of project funding.

PART 2: That the City Council hereby authorizes the City Manager to execute the Advanced Funding Agreement.

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

ADOPTED this ____ day of _____, 2013.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

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District # 17-Bryan
Code Chart 64 # 09050
Project: Landscaping within ROW of FM 60
In College Station
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §
COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For A
LANDSCAPE / PEDESTRIAN AMENITY PROJECT
ON-SYSTEM

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

WITNESSETH

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

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

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

WHEREAS, the Texas Transportation Commission passed Minute Order Number 113444, authorizing the State to maintain the State’s highway system and to therefore, undertake and complete a highway improvement generally described as the construction of landscaping, landscaping irrigation, lighting, benches, bike racks and trash cans within the ROW of FM 60 in College Station, Brazos County called the “Project”; and,

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

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

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AGREEMENT

1. Period of the Agreement

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

2. Scope of Work

Construction of landscaping, landscaping irrigation, lighting, benches, bike racks and trash cans within the ROW of FM 60 in College Station, Brazos County.

3. Local Project Sources and Uses of Funds

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

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

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

4. Termination of this Agreement

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

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

5. Amendments

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

6. Remedies

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

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local

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Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

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

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

9. Compliance with Texas Accessibility Standards and ADA

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

10. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

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

12. Project Maintenance

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

In addition, the Local Government is responsible for maintaining and/or operating the landscaping, landscaping irrigation, lighting, benches, bike racks and trash cans. Repairs and/or replacement of amenities may be due to normal wear and tear, weather, crash damage or vandalism. The State will not operate or maintain these elements.

The State will notify the Local Government in writing of any required maintenance and in cooperation with the Local Government, will establish a time line by which all maintenance is to be completed. Failure by the Local Government to complete the required maintenance in the time period agreed upon may result in the State making the repairs and charging the Local Government for the actual cost of the work.

The State reserves the right to reconstruct, incorporate or remove any or all of the items listed above if it becomes necessary because of the construction of a future highway improvement project. The State will not compensate the Local Government for the loss of, or any changes to, these items. The State will make every effort, if practical, to re-use these items in a future project or return these items to the Local Government for their use at this or another location. The State's actions will be governed by the rules, policies and procedures in effect at the time of the future highway improvement project.

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If the Local Government fails to maintain the items listed above such that they do not function as intended, detract from the overall appearance of the state highway facility or adversely affect the operations or the safety of the traveling public, the State reserves the right to remove any or all of these elements and seek reimbursement from the Local Government for the State's actual cost incurred by this work.

13. Right of Way and Real Property

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

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of College Station Department of Public Works PO Box 9960 College Station, Texas 77842	Director of Contract Services Office Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

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

15. Legal Construction

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

16. Responsibilities of the Parties

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

17. Ownership of Documents

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

18. Compliance with Laws

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

19. Sole Agreement

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

20. Cost Principles

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

21. Procurement and Property Management Standards

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

22. Inspection of Books and Records

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

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200),

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and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Programs under Executive

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

26. Lobbying Certification

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

- A.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. Insurance

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

28. Federal Funding Accountability and Transparency Act Requirements

- A.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

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<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR website whose address is: <https://www.sam.gov/portal/public/SAM/>;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

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

30. Signatory Warranty

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

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

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Janice Mullenix
Director of Contract Services
Texas Department of Transportation

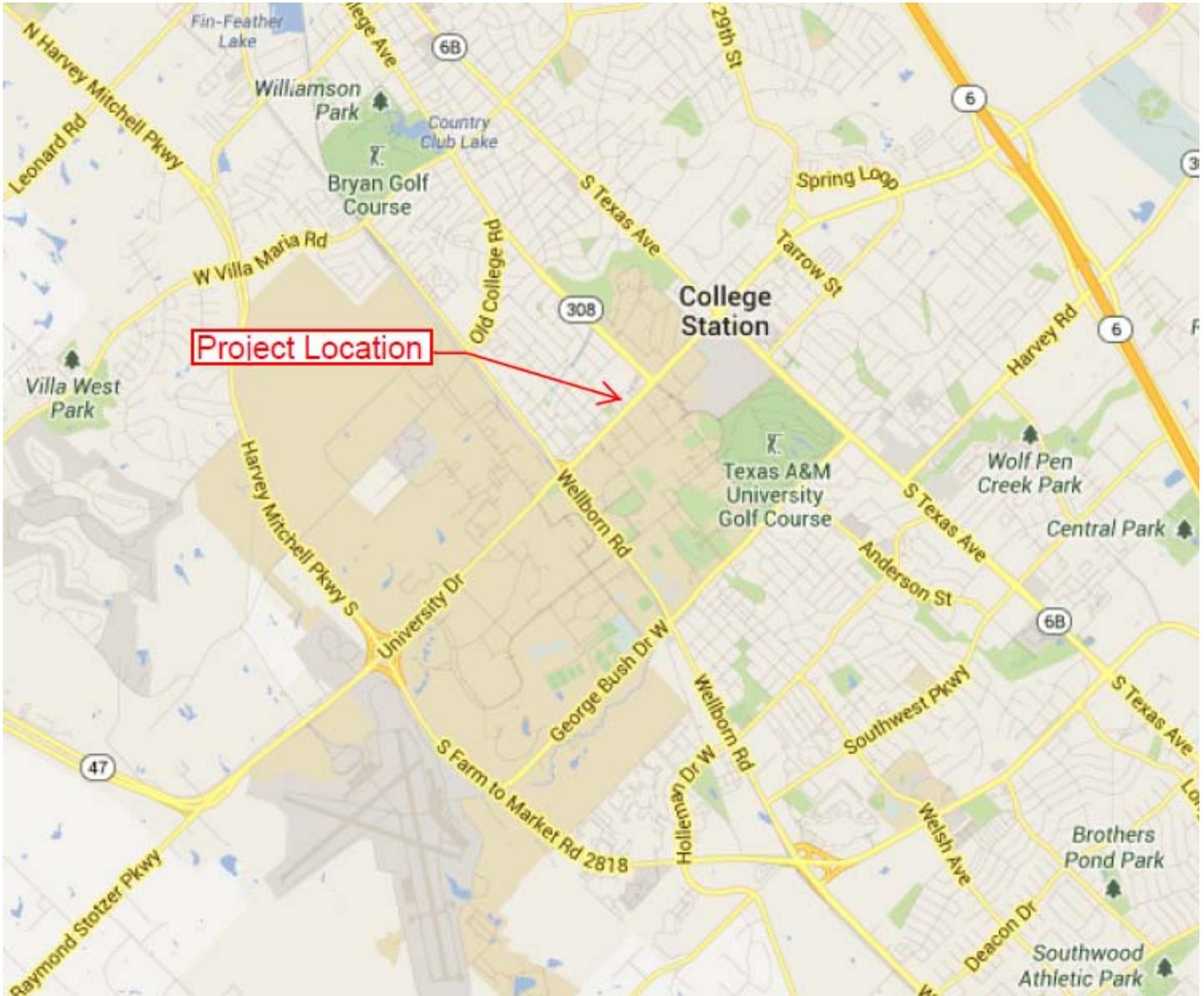
Date

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ATTACHMENT A
RESOLUTION OR ORDINANCE

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ATTACHMENT B LOCATION MAP SHOWING PROJECT



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ATTACHMENT C PROJECT BUDGET

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	\$5,000	0%	\$0	0%	\$0	100%	\$5,000
Construction (by Local Government)	\$20,000	0%	\$0	0%	\$0	100%	\$20,000
Utilities (by Local Government)	\$2,500	0%	\$0	0%	\$0	100%	\$2,500
Environmental Assessment/Mitigation (by Local Government)	\$2,500	0%	\$0	0%	\$0	100%	\$2,500
Subtotal	\$30,000	\$0		\$0		\$30,000	
Construction Direct State Costs (2.00%)	\$500	0%	\$0	100%	\$500	0%	\$0
Utilities Direct State Costs (2.00%)	\$500	0%	\$0	100%	\$500	0%	\$0
Environmental Assessment/Mitigation Direct State Costs (2.00%)	\$500	0%	\$0	100%	\$500	0%	\$0
Indirect State Costs (2.00%)	\$500	0%	\$0	100%	\$500	0%	\$0
TOTAL	\$32,000	0%	\$0	6.25%	\$2,000	93.75%	\$30,000

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

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

Estimated total payment by the Local Government to the State: \$0

July 11, 2013
Consent Agenda Item No. 2k
Local Agreement Between the City of College Station, Brazos County, and the
Brazos County District Attorney's Office Regarding the Disposition of Forfeited
Contraband.

To: Kathy Merrill, Interim City Manager

From: Jeff Capps, Chief of Police

Agenda Caption: Presentation, possible action, and discussion regarding the approval of a local agreement between the City of College Station, Brazos County, and the Brazos County District Attorney's Office regarding the disposition of forfeited contraband seized under Chapter 59 of the Texas Code of Criminal Procedure.

Relationship to Strategic Goals:

1. Financially Sustainable City

Recommendation(s): Staff recommends Council approval.

Summary: Chapter 59 of the Texas Code of Criminal Procedure provides for the forfeiture to the State of Texas of property found to be "contraband" as defined by Chapter 59 of the Texas Code of Criminal Procedure. During the forfeiture proceedings, the District Attorney of Brazos County represents the State of Texas and extra staff is necessary to process the paperwork.

Due to this, the attached agreement between the City of College Station, Brazos County, and the District Attorney of Brazos County states that upon forfeiture of seized currency or the sale of other seized property, 25% of the final sum forfeited shall be retained by the District Attorney's Office to be used for the official purposes of his office. An additional 25% shall be retained by the District Attorney's Office to pay the salary of the legal secretary working forfeiture cases with a limit of \$10,000 per year. The remaining 50% of all proceeds of real estate and property sales and money shall be retained by the City to be solely used for law enforcement purposes.

Once the \$10,000 limit for the legal secretary's salary has been reached, the 25% shall revert to the City, bringing the City's share to 75%.

Budget & Financial Summary: The annual financial impact varies dependent upon the amount of property or monies awarded during the year. All awarded monies are placed in a separate account to ensure funds are spent in accordance with the law.

Reviewed and Approved by Legal: Yes

Attachments:

1. Local Agreement

July 11, 2013
Consent Agenda Item No. 2L
Interlocal Agreement with the College Station Independent School District for
School Resource Officers

To: Kathy Merrill, Interim City Manager

From: Jeff Capps, Chief of Police

Agenda Caption: Presentation, possible action, and discussion regarding the Interlocal Agreement (ILA) with the College Station Independent School District (CSISD) regarding School Resource Officers (SRO).

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The ILA is for a three year agreement between CSISD and the City. The ILA states four officers will be assigned full time to the schools for the Fall and Spring semesters. One officer will be at A&M Consolidated High School full time, one at College Station High School full time, one at College Station Middle School full time and one splitting time between A&M Consolidated Middle School and the Center for Alternative Learning.

The agreement also requires a fully equipped CSPD Patrol Vehicle be available for SROs at the high schools.

Budget & Financial Summary: CSISD will reimburse the city for 75% of the salaries and benefits for all four School Resource Officers near the end of the school year. CSISD will also reimburse 75% of one time equipment costs for the fourth officer as well as 75% of the cost of a fully equipped CSPD Patrol car for use at the high school campuses.

Reviewed and Approved by Legal: Yes

Attachments:

1. Interlocal Agreement

July 11, 2013
Consent Agenda Item No. 2m
Engineering Services for Water Tank Rehabilitation

To: Kathy Merrill, Interim City Manager

From: David Coleman, P.E., Director of Water Services

Agenda Caption: Presentation, possible action, and discussion on a Professional Services Contract with Dunham Engineering Inc., in the amount of \$50,000 for engineering services for the rehabilitation of our 5 Million Gallon Ground Storage Reservoir.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Fiscal Responsibility

Recommendation: Staff recommends approval of this Contract.

Summary: College Station's water system includes two Ground Storage Reservoirs that receive water from the well field and provide chlorine contact time as per TCEQ rules, prior to the water being pumped into our distribution system for our customers. The 3 MG tank was rehabilitated last winter. Rehabilitation of the 5 MG GSR is necessary to ensure continued redundancy, continue to meet TCEQ rules and maximize the service life of this tank.

Improvements in the well field and transmission line have increased the potential flow rate into this tank and modifications need to be made to accommodate the higher flow rate. This contract will provide the engineering services for this work. In addition, the interior coating has exceeded its service life. This contract will also provide the engineering and construction inspection services for replacing the interior coating.

Budget & Financial Summary: Funds for this contract are budgeted and available in the Water Capital Projects Fund. The construction work is programmed to take place after October 1st, so construction funds are programmed for FY 14. The project budget is \$650,000, none of which has been spent or encumbered to date.

Reviewed and Approved by Legal: Yes

Attachment:

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

July 11, 2013
Consent Agenda Item No. 2n
Front End Loader (FEL) Container Lease Amendment #1

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action, and discussion on Amendment #1 to the Front End Loader (FEL) Container Lease Agreement with Texas Commercial Waste, and a one-time increase of \$30,568.00 to the existing lease purchase order.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

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

Summary: This lease agreement amendment will accomplish the following:

- Add the roll off compactor units located in the Northgate District to the existing lease agreement;
- Allow the number of units in the lease agreement to be modified by change order in lieu of a lease amendment, if there is a future need; and
- Increase the existing lease purchase order by \$30,568.00 to cover the cost of compactors in the Northgate District and FY 2012 invoices received in FY 2013.

In 1998 the city provided a roll off compactor in the Northgate Business District and added an additional unit in 2006. The Northgate compactors are located in the promenade area and serve the businesses in a two block area of the district. In years past, these compactors were paid under a separate Purchase Order from the FEL Containers. Staff prefers to have the compactors in the same lease agreement with the FEL containers. The annual expenditure for the roll-off compactors is \$12,660.

The current lease agreement requires a formal amendment to add containers. In an effort to improve operational efficiency and flexibility, staff recommends that the lease agreement allow for additional containers through a change order which can be approved by staff, rather than a lease agreement amendment.

In 2012 Public Works completed an audit of the commercial sanitation containers under lease. This audit revealed some errors in billing, and as a result, several invoices from FY 2012 were not received until FY 2013. Therefore, we do not currently have funds on the FY 2013 purchase order to cover all of the FY 2013 forecasted expenses, and the invoices received in early 2013 from FY 2012. The additional funds needed to cover FEL container lease invoices is \$17,908.

Therefore, staff is requesting a one-time increase of \$30,568.00 to be added to the existing purchase order to in order to pay for the remaining lease invoices for this purchase order year and add the compactors to the lease agreement.

Budget & Financial Summary: Funds are budgeted and available in the Sanitation Enterprise Fund.

Reviewed and Approved by Legal: Yes

Attachments:

1. Texas Commercial Waste Container Lease Agreement Amendment #1

**AMENDMENT NO. 1
TO LEASE AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION, TEXAS AND
TEXAS COMMERCIAL WASTE**

WHEREAS, the City of College Station, entered into Lease Agreement No. 11-219, with Texas Commercial Waste on June 23, 2011, for the lease of 1,142 front-end loading refuse containers; and

WHEREAS, the parties agreed, in consideration for the lease of the property, to a rental rate of \$8.75 per month for four (4) cubic yard front-end loading refuse containers and \$17.25 per month for eight (8) cubic yard front-end loading refuse containers; and

WHEREAS, Paragraph 3.03 of the Lease Agreement provides that the rental of additional containers during the term of the lease shall be in writing by lease amendment; and

WHEREAS, Paragraph 3.03 of the Lease Agreement further provides that rental of additional containers during the term of the lease shall be at the same rental rate as the original containers; and

NOW THEREFORE, for and in consideration of the recitations above and the covenants expressed hereinbelow, the parties agree to the following:

To amend Paragraph 1.01 of the original Lease Agreement to read as follows:

- 1.01 The "leased property" consists of a total of 1,142 slant-top, front end loading refuse containers ("containers"), **and 2 roll off compactors ("compactors")** as follows:

158 Four (4) Cubic Yard Containers

984 Eight (8) Cubic Yard Containers

2 Thirty (30) Cubic Yard Compactors

To amend Paragraph 3.01 of the original Lease Agreement to read as follows:

3.01 LESSEE agrees to pay rent for the containers as follows:

<u>Containers</u>	<u>Monthly Rate</u>
4 yard	\$8.75
8 yard	\$17.25
<u>Roll Off Compactors</u>	<u>Monthly Rate</u>
30 yard (Serial Number 11160)	\$470.00
30 yard (Serial Number 12183)	\$585.00

To amend Paragraph 3.03 of the original Lease Agreement to read as follows:

3.03 Rental of additional containers (number of containers leased over **1,144**) **and/or a change in the monthly rental charge for existing or additional containers or compactors during the term of this lease shall be authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original contract price may not be increased by more than *twenty-five percent (25%)*. Written change orders that do not exceed *twenty-five percent (25%)* of the original contract amount may be made or approved by the City Manager or his delegate if the change order is less than Fifty Thousand Dollars (\$50,000.00). Changes in excess of *Fifty Thousand Dollars (\$50,000.00)* must be approved by the City Council prior to commencement of the services or work.**

All other terms and conditions of the original Lease Agreement shall remain unchanged and in full force and effect.

TEXAS COMMERCIAL WASTE

CITY OF COLLEGE STATION

By: 

By: _____

Printed Name: RONALD SCUMIOT

City Manager

Title: GEN MGR.

Date: _____

Date: 7-1-13

APPROVED:

City Attorney

Date: _____

Executive Director Business Services

Date: _____

July 11, 2013
Regular Agenda Item No. 1

City of College Station and CVB Funding Agreement for Preferred Access to TAMU Facilities; and Assignment and Assumption Agreement with City of College Station, CVB, and TAMU

To: Kathy Merrill, Interim City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action and discussion on a Funding Agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau for Preferred Access to Texas A&M University facilities; and an Assignment and Assumption agreement between the City of College Station, Texas A&M University, and the Brazos Valley Convention and Visitors Bureau.

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

Summary: This item was presented at the June 27 City Council Meeting. At that time the City Council voted to delay action on these agreements until the July 11 meeting. At that meeting the presentation was made and discussion was had with the City Council, staff and representatives of the CVB on the item.

As part of the effort to pay for the renovation of Kyle Field, Texas A&M University and the City of College Station, the Convention and Visitors Bureau and Brazos County have been working on securing local funding through the Hotel Occupancy Tax for this project through agreements that will provide access to facilities at Texas A&M University at preferred rates for events that will bring more visitors and tourists to the community.

The following are the agreements that will need to be executed.

1. Preferred Facilities Access Agreement between Texas A&M University and CVB.
2. Funding Agreement for the County 0.75% Hotel Tax between Brazos County and Texas A&M University.
3. Funding Agreement for the payment of City of College Station Hotel Tax for the Preferred Access Agreement between City of College Station and CVB.
4. Assignment and Assumption Agreement between City of College Station, Texas A&M University and CVB.

Budget & Financial Summary:

The public funds for this project will come from Hotel Occupancy Tax **collected from visitors** to the community.

A 0.75% Countywide Hotel Occupancy Tax was approved by the State Legislature and signed by the Governor for this project. All **hotel visitors** in Brazos County will pay this tax. **This source is estimated to generate at least \$22 million over the next 30 years.**

Also, a portion of the current City of College Station Hotel Occupancy tax **from visitors** who stay at College Station hotels will be utilized through a Facilities Access Agreement for access to certain facilities at preferred rates at Texas A&M University. **This source is estimated to generate \$14 million over the next 30 years.**

Between the County Hotel Tax and the City of College Station Hotel Tax provided through the Facilities Access Agreement; a minimum of \$36,000,000 will be provided over a 30 year period to Texas A&M University.

According to Texas A&M University, the budget for the Kyle Field renovation project is \$450,000,000. Of this amount, \$18,150,000 is proposed to be financed from the proceeds generated through the payments made per the Preferred Facilities Access Agreement and associated agreements. The estimated annual debt service on this amount is \$1,199,625. Over a 30 year period this totals just under \$36,000,000.

Hotel Occupancy Tax revenues from visitors is the only source of funding for these agreements.

Legal Review: Yes

Attachments:

1. Funding Agreement for the payment of City of College Station Hotel Tax for the Preferred Access Agreement between City of College Station and CVB. *(Will be available in City Secretary's Office prior to meeting)*
2. Assignment and Assumption Agreement between City of College Station, Texas A&M University and CVB. *(Will be available in City Secretary's Office prior to meeting)*

July 11, 2013
Regular Agenda Item No. 2
Enterprise Resource Planning (ERP) Replacement - Update and Budget Forecast

To: Kathy Merrill, Interim City Manager

From: Ben Roper, IT Director

Agenda Caption: Presentation, possible action, and discussion regarding an update on the status of the ERP Replacement Project.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Provided for information to update Council on the current status of the project and to provide budget projections.

Summary: At the December 13, 2012 meeting, Council was briefed on plans to assess and evaluate the city's Enterprise Resource Planning (ERP) software applications. On March 28th Council was provided information on the Needs Assessment and Gap Analysis and the Remediation and Action Plan developed by staff and the BerryDunn team. This update presents an update on the project, and the budget forecast and planning currently projected to implement the project.

Budget & Financial Summary: This briefing provides the budget forecast through the implementation phase of the ERP Project and breaks down projected expenditures into broad categories.

Reviewed and Approved by Legal: N/A

Attachments:

None

July 11, 2013
Regular Agenda Item No. 3
Community Development FY 2014 (PY 2013) Action Plan and Budget

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation and discussion regarding the proposed Community Development FY 2014 (PY 2013) Action Plan and Budget.

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

Recommendation(s): Review the proposed FY 2014 (PY 2013) Action Plan and Budget and provide any feedback and/or direction as desired.

Summary: Staff will present a proposed Action Plan and Budget for FY 2014 (PY 2013). Included in the Plan are goals, objectives and funding recommendations for projects and programs. Each year, the City is required to submit to the U.S. Department of Housing and Urban Development (HUD) a one year Action Plan describing projects and activities to be funded with the community development grants received. Action Plan activities must correspond to the 5-Year Consolidated Plan.

HUD requires that the Action Plan and Budget be delivered by August 16, 2013, therefore these are presented prior to the Council's consideration of the overall City budget. The new grant amounts available for PY 2013 includes \$1,028,957 in Community Development Block Grant (CDBG) funds and \$379,327 in HOME Investment Partnership Grant (HOME) funds. The budget includes previously programmed but unspent grant funds from current years in the amount of \$1,374,393 in CDBG and \$1,283,203 in HOME, in addition to expected program income in the amount of \$29,763 to be received from reconstruction loans executed in previous years.

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

The proposed plans and budget were developed using input received from a series of public hearings, program committee meetings, and citizen input. The goals and objectives in the 2010-2014 Consolidated Plan were followed in preparing this year's Plan. These goals and objectives were prepared to meet the specific needs of lower-income citizens, and to provide support for families working towards self-sufficiency and are now being presented to Council for discussion and input. Staff will return to Council at the August 8th meeting to make available its final draft of the Action Plan, Budget and to request approval.

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

Budget & Financial Summary: See attached financial summaries for the proposed FY 2014 Budget for CDBG and HOME funds. Staff will be prepared to answer questions regarding the proposed plans and/or budget

Attachments:

Attachment 1: Proposed FY 2014 Community Development Budget Summary

Attachment 2: Plan Development Summary

Attachment 3: Proposed FY 2014 Public Service Funding Recommendations

Attachment 4: Proposed FY 2014 Public Facility Funding Recommendations

Attachment 5: PY 2010 – 2014 Community Development Goals

Attachment 6: 2013 Median Income Limits

Attachment 7: Map of Eligible Community Development Areas

Attachment 8: Community Development Project Descriptions

Attachment 9: Proposed FY 2014 (PY 2013) Action Plan and Budget

Attachment 1: FY 2014 Proposed Community Development Budget

PROJECT	CDBG & HOME CARRY-OVER	CDBG & HOME NEW ALLOCATIONS	CDBG & HOME TOTAL PROPOSED
Owner-Occupied Rehabilitation	\$209,603	\$47,356	256,959
Demolition	\$4,500	\$20,000	\$24,500
Interim Assistance	\$5,000	\$0	\$5,000
Homebuyer Assistance	\$135,211	\$65,065	\$200,276
CHDO	\$148,346	\$56,907	\$205,253
CHDO Operating Expenses	\$0	\$18,966	\$18,966
Construction/Leveraged Development	\$637,570	\$0	\$637,570
Housing Services	\$11,698	\$20,000	\$31,698
Rental Rehabilitation	\$56,657	\$153,101	\$209,758
Code Enforcement (PDS)	\$9,318	\$103,452	\$112,770
Tenant Based Rental Assistance	\$125,816	\$0	\$125,816
Public Service Agency (See Attachment 3)	\$29,950*	\$154,343	\$184,293
Public Facility (See Attachment 4)	\$1,283,926	\$553,137	\$1,837,063
Grant Administration	\$0	\$215,957	\$215,957
CDBG & HOME Total Proposed			\$4,065,879
Recaptured Funds/ Program Income			\$29,764**
Total Community Development Budget			\$4,095,643

*Carry-over funds represent 4th quarter payments for FY 2013

**To be utilized for New Construction/Leveraged Development when realized

Attachment 2: Consolidated Plan and Budget Development Process Summary, FY 2014

<u>Event</u>	<u>Date</u>
Pre-proposal workshop for agencies	Feb. 15, 2013
Public hearing on Consolidated Plan and Budget (Lincoln Center)	Mar. 5, 2013
JRFRC proposals due	Mar. 29, 2013
JRFRC Meeting	Apr. 4, 2013 Apr. 11, 2013 Apr. 18, 2013 Apr. 25, 2013 May 2, 2013 May 9, 2013 May 16, 2013
JRFRC Public Service Agency public hearings	May 22, 2013 May 23, 2013
30-Day Public Comment Period begins	July 1, 2013
Public hearing to present goal and objectives and public comments regarding the proposed PY 2013 Annual Action Plan (Lincoln Center)	July 9, 2013
First presentation of Consolidated Plan and Budget to City Council	July 11, 2013
30-Day Public Comment Period ends	July 30, 2013
Request council approval by consent agenda of PY 2013 Annual Action Plan and Budget	Aug. 8, 2013
PY 2013 Annual Action Plan due to HUD no later than	Aug. 16, 2013

Attachment 3: FY 2014 CDBG Public Service Funding Summary & Recommendations

Agency	Program	Requested	Recommended Funding	Funded Items	Client #'s /Cost per Client	Funding City
Voices for Children	Court-Appointed Special Advocates	\$23,385	\$21,178	Head Volunteer Coordinator, Recruitment and Education Coordinator	265 \$79.92	CS
Family Promise of Bryan-College Station	Case Management	\$20,000	\$18,809	Personnel	50 \$376.18	Bryan
Scotty's House Brazos Valley Child Advocacy Center	Brazos County counseling services	\$16,148	\$16,113	Salary and FICA	100 \$161.13	CS
Unity Partners dba Project Unity	Safe Harbor Supervised Visitation Program	\$25,280	\$22,505	Personnel, FICA, Security	600 \$37.51	Bryan
Brazos Maternal & Child Health Clinic, Inc.	The Prenatal Clinic	\$37,280	\$30,905	Medical Supplies, and Medical Testing Personnel Salary (No Fringe),	880 \$35.12	CS
Mental Health Mental Retardation Authority of Brazos Valley	Mary Lake Peer Support Center	\$32,006	\$25,213	Utilities, Telephone, Auto, maintenance	50 \$504.26	CS
Brazos Valley Counseling Services	BV Counseling Services	\$26,371	\$21,550	Rent, Executive Director Salary	275 \$78.36	Bryan
Brazos Valley Counsel on Alcohol & Substance Abuse	BVCASA Substance Abuse Screening Program	\$25,000	B- \$15,999.22 CS- \$4,658.55	Personnel Salary	730 \$28.30	B & CS
Twin City Mission, Inc.	Manager/Client Assistance Program	\$32,180	\$25,326	Case Manager Direct Salary, Fringe, Client Assistance	550 \$46.05	CS
Easter Seals East Texas, dba Brazos Valley Rehabilitation Center	Autism assessment, Research and Intervention Clinic	\$20,200	\$17,539	Autism Teacher Salaries	45 \$389.76	Bryan
Total		\$257,849.70	\$219,795.77			
City Department Programs						
Kids Klub			\$19,950		205	CS
CS PARD			\$11,000		60	CS

Attachment 4: FY 2014 CDBG Public Facility Funding Summary & Recommendations

Activity	Recommended Funding	Description
Cooner Street Rehabilitation	\$870,790	Continuation -Funds will be used to rehabilitate Cooner Street east of Texas Avenue South. The project scope will include the replacement of existing wastewater, water, and roadway infrastructure. Funds will be used to design the utility rehabilitation and the design and construction of the street reconstruction.
Wellborn Road Sidewalks	\$552,009	Continuation - FY 12 funds were used to design a new sidewalk on the east side of Wellborn Road extending from Luther Street to Southwest Parkway. FY 13 funds allocated for acquisition of easements and construction. Due to increased requirement identified in FY 13 for easements, additional funds are being allocated in FY 14 for the acquisition of required easements.
Dominik Drive Sidewalks - #1 George Bush Dr to Regency Village Apartments	\$20,255	FY 14 funds will be used to design a new sidewalk on the south side of Dominik from George Bush Drive to Regency Village Apartments. This project was identified in the Bicycle, Pedestrian and Greenways Master Plan and Eastgate Neighborhood Plan. Funds for construction will be allocated during a future budget year.
Southland Street Sidewalks	\$84,987	FY 14 funds will be used to design and construct a new sidewalk on Southland Street from FM 2154 to the pedestrian bridge. This project was identified in the Southside Neighborhood Plan.
Westridge Drive & San Pedro Sidewalks	\$137,707	FY14 funds will be used to design and construct new sidewalks on Westridge and San Pedro. This project was identified in the Bicycle, Pedestrian and Greenways Master Plan and the Central College Station Neighborhood Plan.
Nimitz Street Rehabilitation	\$82,253	FY 14 funds will be used to design a standard 2-lane local street with sidewalk on Nimitz from Lincoln Avenue to Ash Street. The current street configuration is a substandard rural section and is not centered in right-of-way and within 5 feet of several single-family dwellings on the western side lots.
Dominik Drive Sidewalks - #2 Texas Avenue to George Bush Drive East	\$ 20,929	FY 14 funds will be used to design sidewalks on the south side of Dominik from Texas Avenue to George Bush Drive East. This project was identified in the Bicycle, Pedestrian and Greenways Master Plan and Eastgate Neighborhood Plan. Funds for construction will be allocated during a future budget year.
Domink Drive Sidewalks - #3 Stallings Drive to Munson Avenue	\$19,857	FY 14 funds will be used to design sidewalks on the south side of Dominik from Stallings Drive to Munson Avenue. This project was identified in the Bicycle, Pedestrian and Greenways Master Plan and Eastgate Neighborhood Plan. Funds for construction will be allocated during a future budget year.
Park Place ADA Sidewalk Improvements Staff salaries and Engineering	\$48,275	FY 14 funds will be used to design and construction an ADA compliant sidewalk and retaining wall at the southwest corner of Texas Avenue.
Total	\$1,837,063	

Attachment 5: PY 2010 – 2014 Community Development Goals

Housing

Goal: Ensure adequate housing assistance for lower income homeowners.

Strategies:

- Encourage and facilitate maintenance of residential units by L/M income homeowners through residential rehab loans.
- Acquire real property for future development of affordable housing, parks, or other activities that enhance neighborhoods.
- Encourage and facilitate the removal and replacement of dilapidated structures and/or address community emergencies.
- Utilize code enforcement regulations to maintain the integrity of older neighborhoods.

Goal: Retain and expand affordable housing opportunities for low- and moderate-income homebuyers.

Strategies:

- Encourage and support programs and projects that provide financial assistance to L/M income purchasers of existing or new affordable homes.
- Encourage and support programs and projects that provide education and counseling to lower-income home-owners and homebuyers.
- Encourage and support programs and projects that construct new housing units for L/M homebuyers.

Goal: Ensure adequate affordable rental housing opportunities for low- and moderate-income families and individuals.

Strategies:

- Encourage and facilitate the rehabilitation of affordable rental units.
- Encourage and facilitate the construction of new affordable rental units.

Homelessness and Special Needs

Goal: Address the needs of homeless persons to make the transition to permanent housing and independent living and help families avoid becoming homeless.

Strategies:

- Preventing homelessness:
 - Provide assistance for low-income households to secure and sustain safe, decent affordable housing.
- Outreach and assessment:
 - Foster coordination, collaboration, and increased resources to assess community needs, available services, and service gaps. Use this information to target and improve service provision.
- Emergency and transitional shelter:
 - Encourage and support programs and agencies that supply or seek out emergency and/or transitional shelter for families and individuals.
- Transition to permanent housing and independent living:
 - Assist homeless persons in meeting various human and health service needs as well as provide training and counseling opportunities to help with the transition to self-sufficiency.

Goal: Ensure adequate affordable housing opportunities and supportive services for the lower income special needs populations.

Strategy:

- Encourage and facilitate organizations that provide social and/or housing services to special needs populations.

Non-Housing

Goal: Encourage and support the delivery of health and human services to assist families in reaching their fullest potential.

Strategies:

- Encourage and support nonprofit providers of health care, dental care, and mental health care to deliver programs to qualified L/M families/persons.
- Encourage continued development and facilitate development of new or enhanced senior citizen programming.
- Facilitate development of affordable childcare and youth programs.
- Ensure that the provision of other health and human services is approached within a comprehensive framework to enable families and individuals in breaking the cycle of poverty.
- Encourage new or enhanced transportation programs that assist L/M income persons to address their mobility needs.

Goal: Provide safe, secure, and healthy environments for families and individuals.

Strategies:

- Improved accessibility to programs serving L/M income individuals and families through rehabilitation or expansion of public or private facilities.
- Rehabilitation and expansion of infrastructure including water and sewer lines, street, and sidewalk, and flood drain improvements.
- Improve or expand park facilities including green space, neighborhood parks, and recreational facilities.
- Improve transportation facilities to increase the accessibility of health and human services and basic needs for L/M income persons.

Goal: Development of a strong and diverse economic environment to break cycle of poverty.

Strategies:

- Rehabilitate and/or develop new spaces for businesses to better realize job creation.
- Support and expand community wide training and employment activities targeting low/mod households.

2013 MEDIAN INCOME LIMITS City of College Station Community Development

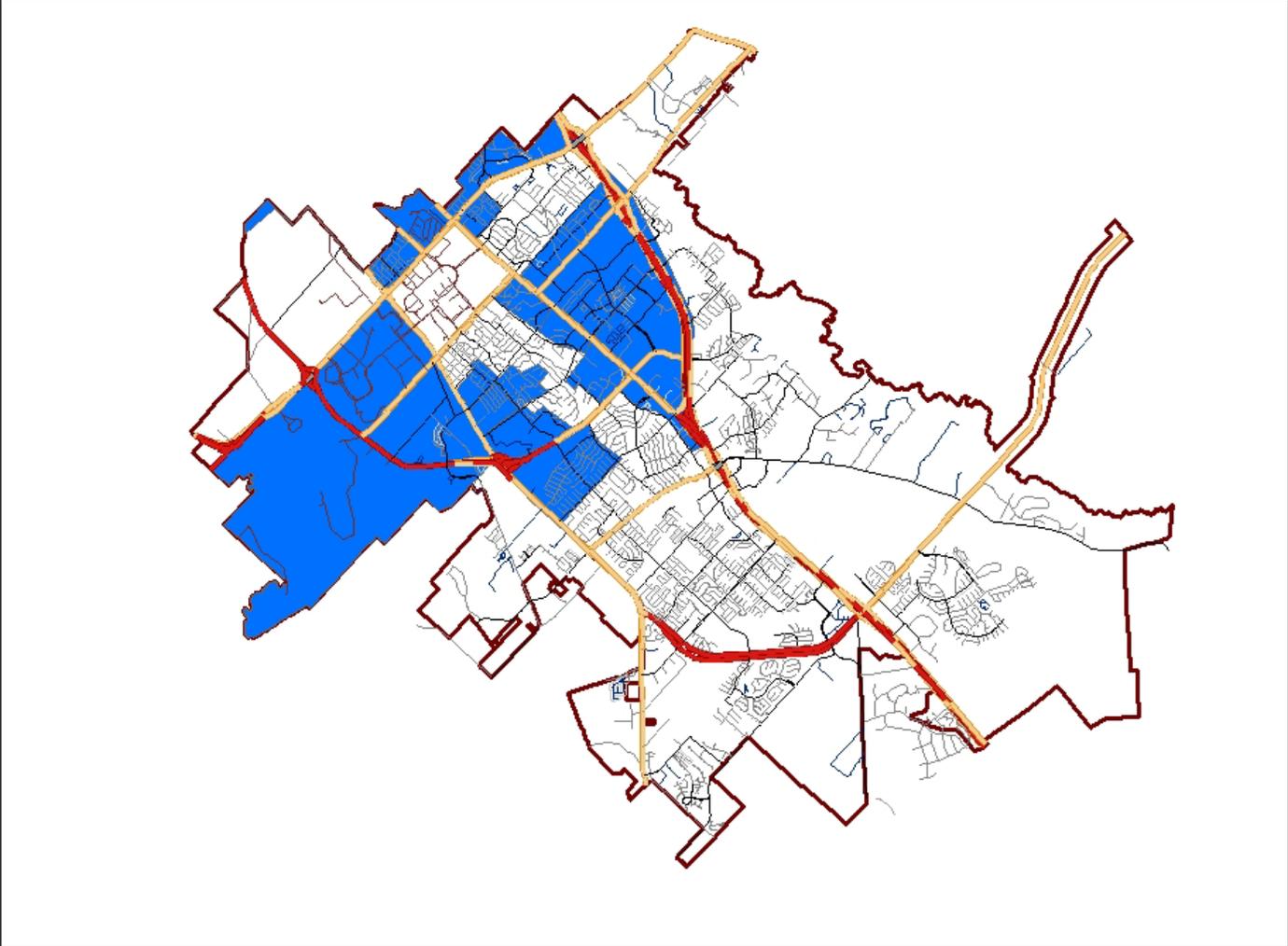
This list supersedes all other lists of prior dates.

Household	30%	50%	80%
1	\$11,650	\$19,400	\$31,000
2	\$13,300	\$22,150	\$35,400
3	\$14,950	\$24,900	\$39,850
4	\$16,600	\$27,650	\$44,250
5	\$17,950	\$29,900	\$47,800
6	\$19,300	\$32,100	\$51,350
7	\$20,600	\$34,300	\$54,900
8	\$21,950	\$36,500	\$58,450

The left column (Household) refers to the number of people in the home. The highlighted column (80%) refers to your maximum income allowed per year by HUD guidelines. Limits effective for 2012 on December 1, 2011.

Source: http://www.huduser.org/portal/datasets/il/il2012/2012summary.odn?inputname=METRO17780M17780*College+Station-Bryan%2C+TX+MSA&selection_type=hmfa&year=2013

Attachment 7: Map of Eligible Community Development Areas



Attachment 8: Community Development Project Descriptions

Owner-Occupied Housing Assistance

HOME and CDBG funds will be used for housing rehabilitation, minor repairs, weatherization, home security, and reconstruction to low-moderate income homeowners; the removal of architectural barriers; and the inspection, testing and abatement of lead hazards. Funds will also be used for program delivery costs including staff salaries and benefits.

Demolition

CDBG funds will be used for clearance, demolition and removal of dilapidated structures that have been deemed uninhabitable in accordance with City codes, including the movement of structure to other sites. Funds will also be used for program delivery costs including staff salaries and benefits.

Interim Assistance

In case of a community emergency affecting the health and safety of residents, CDBG funds will be utilized to address immediate threats and for financial and technical assistance to coordinate clean-up efforts to eligible households.

Home-Buyers Assistance

Down payment and closing cost assistance provided to eligible, qualified homebuyers through deferred no interest loans with HOME funds. Funds will be used for program delivery costs including staff salaries and benefits.

Community Housing Development Organization

HOME funds will be made available to an eligible CHDO for the acquisition, development and construction of affordable housing units or the rehabilitation of existing housing units.

CHDO Operating Expenses

HOME funds are allowable for 5% of grant for operating/administration expenses incurred by eligible CHDO to build capacity to carryout current and future CHDO activities.

Construction - Leveraged Development and Non-Profit Partners

HOME funds will be used to facilitate the development of new affordable housing or the renovation of existing housing for low-income residents. Activities may include the acquisition of land, soft costs, or construction of single-family or multi-family units.

Housing Services

CDBG funds will be used for costs associated with processing applicants for all HOME housing assistance programs and marketing efforts. Expenses will include staff salaries and benefits and homebuyer/homeowner counseling program.

Rental Rehabilitation

HOME funds will be matched with private funds to rehabilitate rental properties that will maintain affordable rents for low-income households for a specified period of time following the completion of the project. Projects will be selected based on the following priorities: bringing the unit up to City Codes and HUD standards, upgrade systems, energy conservation upgrades, exterior repairs, and other upgrades that increase marketability.

Code Enforcement

CDBG funds will be used for salary and benefits to support code enforcement activities targeted low-moderate income areas in College Station. Two officers in the Planning & Development Services Department focus efforts in targeted areas. Economic & Community Development staff members address code compliance in the Northgate District, an eligible low-income area.

Tenant Based Rental Assistance

Using HOME funds, CD staff will administer a security deposit assistance program for low income individuals and families who will reside in housing units located in a HTC property located in College Station. Eligible properties include Terrace Pines, The Haven, The Heritage at Dartmouth, Villas of Rock Prairie, and Santour Court. CD staff will work with the Housing Choice Voucher Program to provide security deposit assistance to qualified voucher holders securing housing in College Station.

Public Services

15% of the City's CDBG fund allocation will be used in partnership with CDBG funds from the City of Bryan to fund non-profit social service agencies in the community. The Joint Relief Funding Review Committee, a Citizen Committee comprised of three members from the City of College Station and three from the City of Bryan, review program proposals from area nonprofits and recommend funding amounts based on their review. Funds are awarded to nonprofit programs who serve primarily low and moderate income residents of College Station and Bryan.

Public Facility

Funds will be used to create or rehabilitate or reconstruct streets, sidewalks, parks, water and wastewater utilities, or other infrastructure improvements in College Station.

Program Administration

HOME and CDBG funds will be used for management, planning and administration of the City's 2012 CDBG, HOME and other eligible grant programs for LMI citizens. Staff will provide capacity building and technical assistance as needed to citizens, builders, developers, and service providers. Funds from the administrative budget are made available to Project Unity to provide planning and reporting support to CD staff and coordinate a variety of community meetings to address the needs of low- and moderate-income residents, available services, and resources among local service providers.