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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, October 24, 2013 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

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

Presentation:

- ❖ Presentation of The Brazos Boot trophy, officially marking A&M Consolidated 2013 football victory over Bryan High School.
- ❖ Recognition of an outstanding community-initiated, Strong and Sustainable Neighborhood project by the Emerald Forest HOA.

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:

- October 7, 2013 Workshop
- October 7, 2013 Regular Council Meeting

- b. Presentation, possible action and discussion to approve an increase in expenditure authorization for City solid waste disposal fees to the Brazos Valley Solid Waste Management Agency, Inc in the amount of \$175,000 for a total of \$1,652,497 for fiscal year 2013.
- c. Presentation, possible action, and discussion on ratification of a Service Contract between the City of College station and Air Tech Brazos Valley Contracting, in the amount of \$58,572 for a new replacement chiller in City Hall to include all labor and materials.
- d. Presentation, possible action, and discussion regarding approval of construction contract number 13-386 to Vox Construction, LLC in the amount of \$383,424.10 for the construction of Creek View Neighborhood Park.
- e. Presentation, possible action, and discussion regarding approval of a Resolution that will authorize City staff to negotiate for the purchase of an easement needed for the Fiber Optic Infrastructure Project in the general location of the intersection of Holleman Drive South and Saddle Lane.
- f. Presentation, possible action and discussion regarding the Purchase of a portable heavy truck lifts, safety jack stands and accessories, from Vehicle Service Group in the amount of \$69,999.99.
- g. Presentation, possible action, and discussion regarding award of a construction contract to G.W. Williams in the amount of \$480,365.95 for the Hike and Bike Trail Completion Phase II.
- h. Presentation, possible action and discussion regarding an Interlocal Agreement (ILA) between the Cities of College Station and Bryan for the construction costs of a traffic signal at the intersection of Wellborn Road with F&B and Old College. The City of College Station's portion is estimated not to exceed \$210,000.
- i. Presentation, possible action, and discussion authorizing Allen Boone Humphries Robinson, LLP (ABHR), to perform additional legal work related to Municipal Management Districts #1 and #2 in an amount not to exceed \$50,000.
- j. Presentation, possible action and discussion regarding adding Section 22 "Pedicabs" to Chapter 4 "Business Regulations" of the City of College Station Ordinances.
- k. Presentation, possible action, and discussion regarding approval of a resolution awarding a contract for Northgate Substation Underground Manholes and Conduit System to Power Secure Inc. in the amount of \$455,064.13.
- l. Presentation, possible action, and discussion regarding a resolution awarding a contract for Annual Pad-Mount Equipment Repair and Restoration to Utility Restoration Services Inc. in the amount of \$102,370.
- m. Presentation, possible action, and discussion regarding the approval of the purchase of an additional radio console and related equipment for the Utility Dispatch Operations Center from Motorola Solutions in the amount of \$63,503.64 for the purpose of expanding communication capabilities.
- n. Presentation, possible action, and discussion regarding a funding agreement for a grant of HOME Investment Partnership funds to B/CS Habitat for Humanity, Inc in the amount of \$65,000 for the construction of two affordable single-family homes at 1117 Phoenix.

- o. Presentation, possible action, and discussion on approval of the 2013 Property Tax Roll in the amount of \$26,407,914.56.
- p. Presentation, possible action, and discussion to approve a consulting contract with First Southwest Company in an amount not to exceed \$150,000 for financial advisory services.
- q. Presentation, possible action and discussion on a resolution stating that the City Council has reviewed and approved the City's Investment Policy, Broker-Dealer List and Investment Strategy.
- r. Presentation, possible action, and discussion on a Receipt Imaging Services Addendum to the JPMorgan Chase Participation Agreement for the automated review and approval process for procurement card processing.
- s. Presentation, possible action and discussion on a funding agreement between the City of College Station and Keep Brazos Beautiful for FY14 in the amount of \$46,240.
- t. Presentation, possible action and discussion on a funding agreement between the City of College Station and College Station Noon Lions Club for FY14 in the amount of \$10,000.
- u. Presentation, possible action and discussion on renewing the annual price agreement for the purchase of fleet oils and lubricants with Kolkhorst Petroleum Co., Inc. for an annual expenditure of \$100,940.40. (Bid No. 12-004)
- v. Presentation, possible action, and discussion authorizing the payment of an economic development incentive in the total amount of \$693,900 to Radakor, LLC.

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. Public Hearing, presentation, possible action, and discussion on the Annual Review of the Comprehensive Plan and the Annual Review of the Unified Development Ordinance (UDO).
2. Adjourn.

The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for Executive Session discussion. An announcement will be made of the basis for the Executive Session discussion.

APPROVED:

Kathleen McMeel
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, October 24, 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 18th day of October, 2013 at 5:00 p.m.

Avery Doshier
City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on October 18, 2013 at 5:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

This public notice was removed from the official posting board at the College Station City Hall on the following date and time: _____ by _____.

Dated this ____ day of _____, 2013 By _____

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.

October 24, 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:

- October 7, 2013 Workshop
- October 7, 2013 Regular Council Meeting

Attachments:

- October 7, 2013 Workshop
- October 7, 2013 Regular Council Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
OCTOBER 7, 2013

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

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

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Berry at 4:30 p.m. on Monday, October 7, 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 and §551.086-Competitive Matters, the College Station City Council convened into Executive Session at 4:30 p.m. on Monday, October 7, 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
- Cause No. 12-002918-CV-361; Tom Jagielski v. City of College Station; In the 361 st Judicial 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 361st District Court, Brazos County, Texas

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

- Property located generally northwest of the intersection of First Street and Church Avenue in College Station.
- Property located at or near University Drive and Tarrow/East Tarrow Streets in College Station.

C. Deliberation vote, or final action on a competitive matter as that term is defined in Gov't Code Section 552.133; to wit:

- Power Supply

The Executive Session adjourned at 6:35 p.m.

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

No action was required from Executive Session.

Presentation by the College Station Fire Department and the College Station Professional Fire Fighters Association to the Muscular Dystrophy Association from the Fill the Boot event.

Representatives from the College Station Fire Department and the College Station Professional Fire Fighters Association presented a check in the amount of \$41,040.38 to the Muscular Dystrophy Association. These funds were collected from the Fill The Boot campaign.

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

Item 2j was pulled for clarification.

2j: Chase Murphy, Atmos Energy, explained the necessity for the rate increases. They are spending millions of dollars on infrastructure. He noted this is the first filing of the Rate Review Mechanism; the five-year Rate Review Mechanism was approved by Council earlier in the year.

5. Presentation, possible action, and discussion on proposed events celebrating the City's 75th Anniversary.

Linda Harvell, 75th Anniversary Committee Chair, provided a brief update on the events planned to celebrate the City's 75th Anniversary. She reported that the exhibit is scheduled to open

October 21 at the George Bush Library; however, she noted this might be pushed back due to the government shutdown. Train Town USA Union Pacific wants to designate College Station as a Train Town USA and anticipates presenting a proclamation on October 22 at the VIP reception. The A&M Garden Club is working on Carter Park, and the official dedication will be November 15. Homes built in 1938 and prior will have special signage. November 15 will also be the Homecoming at the Southwood Community Center. There will be entertainment and dinner for \$12 per person. The grand opening of the exhibit is scheduled for November 16. Committee members will serve as docents for the exhibit. She invited the Council to give an hour as a docent.

She asked for direction for future projects for the HPC.

6. Council Calendar

<u>Oct. 8-11</u>	<u>TML Annual Conference in Austin at 8:00 a.m.</u>
<u>Oct. 10</u>	<u>John Happ Retirement Reception at the Annenberg Presidential Conference Center - Banquet Room, 3:00 p.m.</u>
<u>Oct. 15</u>	<u>87th Annual Transportation Short Course Luncheon at Memorial Student Center, Room 2400, 12:00 p.m.</u>
<u>Oct. 16</u>	<u>RVP Board Meeting at RVP, 3:00 p.m.</u>
<u>Oct. 17</u>	<u>P & Z Workshop/Meeting in Council Chambers at 6:00 p.m. (Julie Schultz, Liaison)</u>
<u>Oct. 18</u>	<u>Wellborn Road Grade Separation Project Ribbon-Cutting Ceremony, 9:00 a.m.</u>
<u>Oct. 21</u>	<u>Council Transportation & Mobility Committee in City Hall Administrative Conference Room, 3:30 p.m.</u>
<u>Oct. 27</u>	<u>Executive Session/Workshop/Regular Meeting at 4:30, 6:00 & 7:00 p.m.</u>

Council reviewed the calendar. The Audit Committee will meet on October 22.

7. 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 Schultz reminded the request to have a workshop on HOT fund strategic planning. She asked if Scott Joslove could provide a brief update on the rules for HOT funding.

8. 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, BVSWM, BVWACS, 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 Nichols reported on the Brazos County Board of Health.

Councilmember Brick reported on the Bicycle, Pedestrian and Greenways Advisory Board.

Mayor Berry recessed the Workshop at 7:08 p.m.

Mayor Berry reconvened the Workshop to go back into Executive Session at 7:15 p.m. for §551.074-Personnel - Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:

- City Manager
- Council Self-Evaluation

The Executive Session adjourned at 8:20 p.m.

No action was required from Executive Session.

9. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 8:21 p.m. on Monday, October 7, 2013.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
OCTOBER 7, 2013

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

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

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Berry at 7:08 p.m. on Monday, October 7, 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.

Peter Ramirez, Boy Scout Troop 802, led the assembly in the Pledge.

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

Citizen Comments

There were no citizen comments.

CONSENT AGENDA

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

- September 25, 2013 Special Meeting
- September 26, 2013 Workshop
- September 26, 2013 Regular Council Meeting

2b. Presentation, possible action, and discussion regarding approval of a three year software license agreement with ESRI for their Small Government Enterprise ArcGIS Licenses at a maximum cost of \$150,000 over three years.

2c. Presentation, possible action, and discussion on an Interlocal Agreement between the City of College Station and City of Paris for sale city surplus equipment.

2d. Presentation, possible action and discussion on a funding agreement between the City of College Station and the Research Valley Partnership (RVP) for FY14 in the amount of \$350,000.

2e. Presentation, possible action and discussion on approving the budget of the Arts Council of the Brazos Valley, and; presentation, possible action and discussion on approving two agreements between the City of College Station and the Arts Council of the Brazos Valley for operations and maintenance in FY14 totaling \$100,000, with \$50,000 coming from the General Fund and \$50,000 coming from the Hotel Tax Fund.

2f. Presentation, possible action and discussion on approving the agreement between the City of College Station and the Arts Council of Brazos Valley for FY14 in the amount of \$365,000 for Affiliate funding and Annual Program and Marketing funding.

2g. Presentation, possible action and discussion on approving the budget of the Brazos Valley Convention and Visitors Bureau (CVB); and presentation, possible action and discussion on a funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY14 in the amount of \$1,379,340.

2h. Presentation possible action and discussion on a funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau (CVB) for FY14 in the amount of \$128,000 to administer the CVB Grant Program.

2i. Presentation, possible action, and discussion authorizing the renewal of the award of Bid No. 12-102 for the purchase of City branded uniforms for Parks athletic programs and for other City departments with CC Creations (\$45,000) and Monograms and More (\$33,000) for a combined annual estimated expenditure of \$78,000.

2j. Presentation, possible action and discussion on Ordinance 2013-3532, adopting the first annual "Rate Review Mechanism" rate increase under the renewed "Rate Review Mechanism" Tariff.

2k. Presentation, possible action and discussion regarding Change Order Number 1 to Northgate Substation Construction Contract Number 13-171 in the amount of \$154,714.62.

2l. Presentation, possible action, and discussion regarding approval of a supplement contract between the City of College Station and Sungard Public Sector for one-time services the amount of \$6,240 and for recurring charges up to \$18,000 annually, for the purposes of upgrading the Click2Gov Software payment engine to a Payment Card Industry Data Security Standards (PCI DSS) compliant version.

2m. Presentation, possible action, and discussion regarding approval of Change Order #1 to the professional services contract with Freese & Nichols, Inc. in the amount of \$25,346 for the Wolf Pen Creek Erosion Control Phase II.

2n. Presentation, possible action, and discussion regarding approval of Resolution 10-07-13-2n, authorizing City staff to negotiate for the purchase of easements needed for the Bee Creek Parallel Trunk Line Project.

Items 2d, 2e, 2f, 2g, 2h, and 2i were pulled for a separate vote.

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 2d, 2e, 2f, 2g, 2h, and 2i. The motion carried unanimously.

(2d)MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Nichols, the City Council voted five (5) for and one (1) opposed, with Councilmember Fields voting against, to approve a funding agreement between the City of College Station and the Research Valley Partnership (RVP) for FY14 in the amount of \$350,000. The motion carried.

(2e-2i)MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Brick, the City Council voted five (5) for and one (1) opposed, with Councilmember Fields voting against, to:

- Approve the budget of the Arts Council of the Brazos Valley, and; presentation, possible action and discussion on approving two agreements between the City of College Station and the Arts Council of the Brazos Valley for operations and maintenance in FY14 totaling \$100,000, with \$50,000 coming from the General Fund and \$50,000 coming from the Hotel Tax Fund; and
- Approve the agreement between the City of College Station and the Arts Council of Brazos Valley for FY14 in the amount of \$365,000 for Affiliate funding and Annual Program and Marketing funding; and
- Approve the budget of the Brazos Valley Convention and Visitors Bureau (CVB); and presentation, possible action and discussion on a funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY14 in the amount of \$1,379,340; and
- Approve a funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau (CVB) for FY14 in the amount of \$128,000 to administer the CVB Grant Program; and

- To authorize the renewal of the award of Bid No. 12-102 for the purchase of City branded uniforms for Parks athletic programs and for other City departments with CC Creations (\$45,000) and Monograms and More (\$33,000) for a combined annual estimated expenditure of \$78,000.

The motion carried.

3. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 7:15 p.m. on Monday, October 7, 2013.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

October 24, 2013
Consent Agenda Item No. 2b
Increase Funding for City Solid Waste Disposal

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action and discussion to approve an increase in expenditure authorization for City solid waste disposal fees to the Brazos Valley Solid Waste Management Agency, Inc in the amount of \$175,000 for a total of \$1,652,497 for fiscal year 2013.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the increase in expenditure authorization. Approval by the Council of this request will provide sufficient expenditure authorization with Brazos Valley Solid Waste Management Agency, Inc. for disposal of the City's solid waste.

Summary: On September 27, 2012 Council authorized expenditures in the amount not to exceed \$1,477,497 for landfill disposal fees through our agreement with Brazos Valley Solid Waste Management Agency, Inc. Due to an increase in disposal of sludge produced by the City's wastewater treatment plants and an increase of dead tree and brush removal, and providing solid waste removal services to recently annexed areas (citizens in the Wellborn area were required to transfer to the city's sanitation service this summer); the City has exceeded the authorized expenditure limit for solid waste disposal for FY 2013. This additional waste has increased the City's solid waste tonnage by 3,900 tons from FY 2012 to FY 2013. This increase of \$175,000 will provide expenditure authorization for solid waste disposal fees to BSWMA, Inc through the end of FY 2013.

Budget & Financial Summary: Funds are available in the Sanitation Fund balance and the Wastewater Fund for these expenditures.

Reviewed and Approved by Legal: N/A

Attachments:

1. None

October 24, 2013
Consent Agenda Item No. 2c
Contract Ratification - City Hall Chiller Replacement

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action, and discussion on ratification of a Service Contract between the City of College station and Air Tech Brazos Valley Contracting, in the amount of \$58,572 for a new replacement chiller in City Hall to include all labor and materials.

Relationship to Strategic Goals:

1. Core Services and Infrastructure.

Recommendation(s): Staff recommends ratifying the service contract.

Summary: A chiller unit that is a component of the HVAC system that services the two story section of City Hall failed during the week of September 23rd. The failure resulted in the loss of conditioned air to approximately half of City Hall. Two separate components in the unit have failed, and replacement costs for the individual parts would exceed \$12,000 with no guarantee that another component would not fail in the near future.

Additionally, during the facility condition assessment currently being conducted by Faithful + Gould, the draft report for the City Hall complex noted that the chiller unit has reached the end of its useful service life and recommended replaced in 2014. With funds in the amount of \$150,000 budgeted in the FY 2014 Facilities Maintenance Budget for any contingencies that may arise due to the results of the facility condition assessment, staff recommends ratification of a service contract to replace the entire unit.

This is a contract to furnish and install one new Carrier 30RB070-6 Chiller, to include the removal of existing chiller, disconnect and reconnect the chilled water piping, disconnect and reconnect the primary and secondary voltage to chillers. Furnish and install one electrical disconnect and a new 150 amp fuses in the fused panel.

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

Reviewed and Approved by Legal: N/A

Attachments:

1. Service Contracts are on file in City Secretary's Office.

October 24, 2013
Consent Agenda Item 2d
Creek View Neighborhood Park Project
Construction Contract #13-386

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding approval of construction contract number 13-386 to Vox Construction, LLC in the amount of \$383,424.10 for the construction of Creek View Neighborhood Park.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the contract with Vox Construction, LLC in the amount of \$383,424.10.

Summary: The development of Creek View Neighborhood Park was included in the 2008 bond authorization. Creek View Park is located adjacent to Creek View Elementary School on Eagle Avenue between Victoria Avenue and Longmire. The park will include playground equipment, exercise station, and sidewalks that extend to the elementary school parking lot. Additionally, new sidewalks in the park will extend to existing sidewalks along Eagle, Westfield Drive, Night Rain Drive, and Meadow View Drive.

As a reminder, the City is currently leasing this property from CSISD that is contiguous with Creek View Park. The city has created recreational athletic fields on this property that are used as practice facilities. The project will also include grading of these recreational fields.

Development of the park was postponed a few years as part of a city-wide effort to minimize operations and maintenance cost increases between 2010 and 2012. Design is complete and the operational cost of the new park is included in the FY 2014 Parks budget.

Budget & Financial Summary: A total of four bids were received for the project. The total project budget is \$515,000, of which \$76,028 has been expended or committed to date. This leaves a balance of \$438,972 remaining for the construction phase of this project. Bid tabulation 13-095 provides the breakdown of the bids received along with the additional alternates that were not included in the final scope of work.

Reviewed and Approved by Legal: Yes

Attachments:

1. Contract 13-386 available in the City Secretary's Office
2. Bid Tabulation 13-095
3. Project Map
4. Park Layout

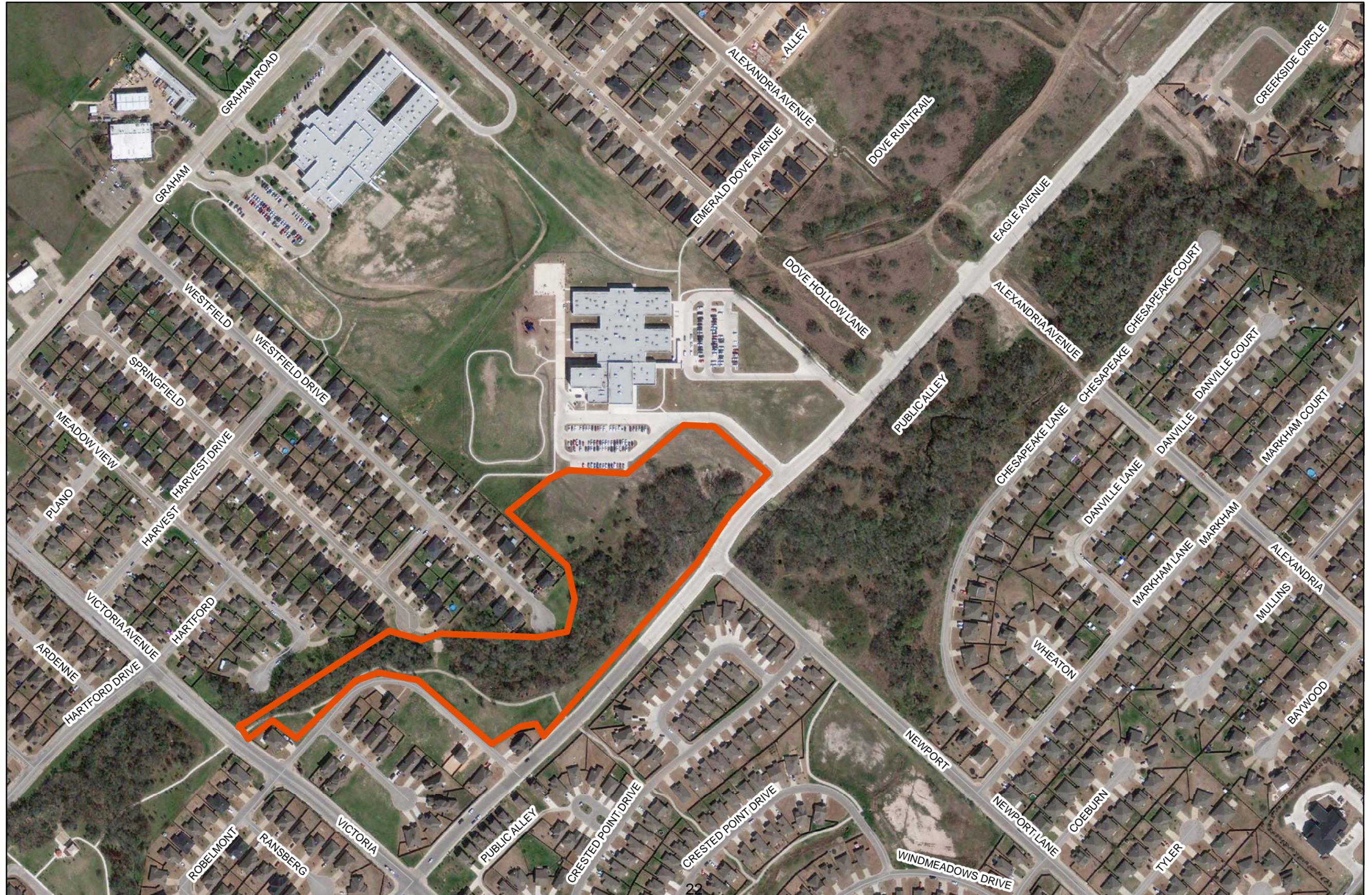
City of College Station
 Bid 13-095, Opened Tuesday, September 10, 2013 at 2:00 p.m.
 Creekview Neighborhood Park
 Bid Tabulation

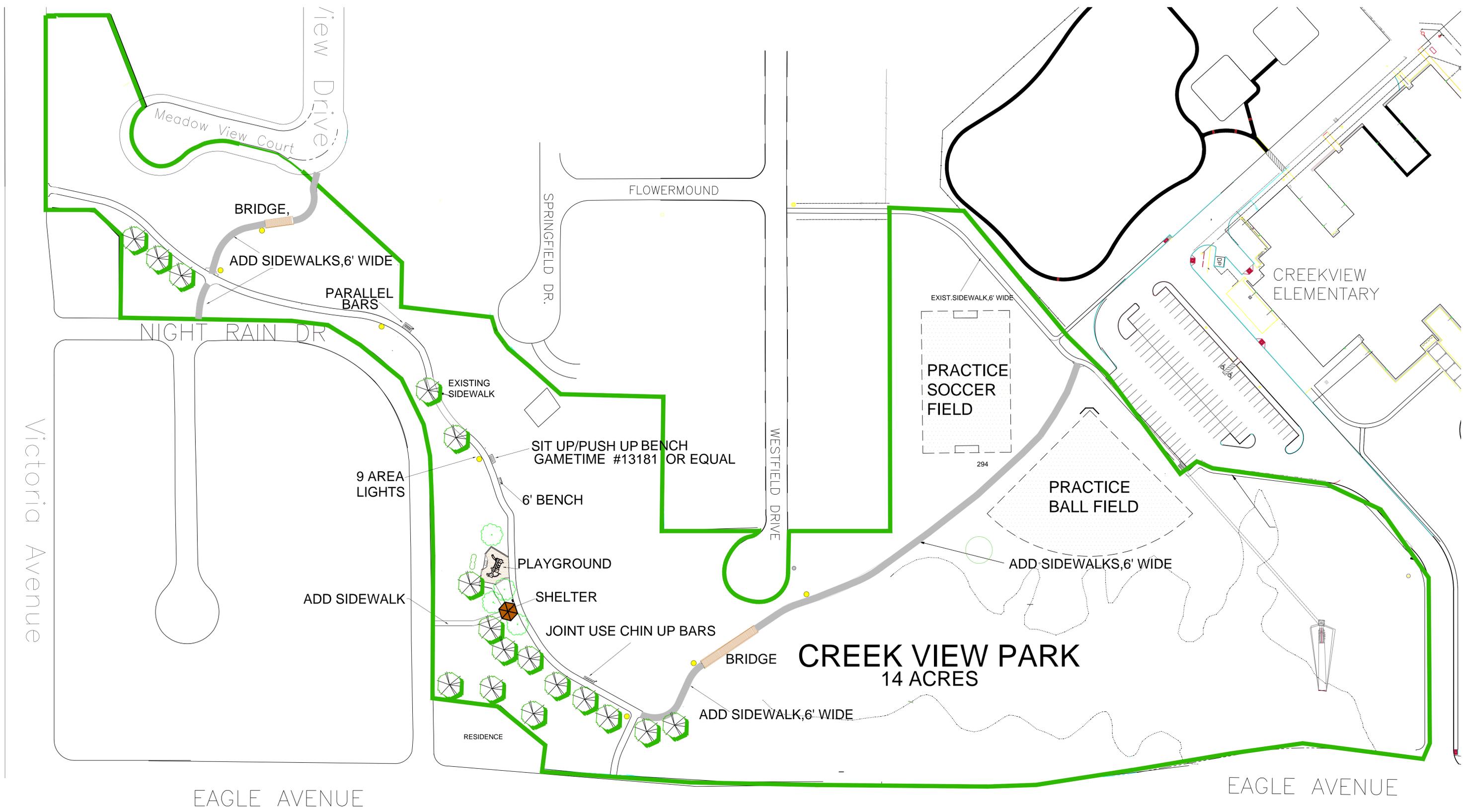
				VOX Construction, LLC		Dudley Construction LTD		G.W. Williams, Inc.		JaCody, Inc.	
<i>Item No.</i>	<i>Quantity</i>	<i>Units</i>	<i>Description</i>	<i>Unit Price</i>	<i>Total Price</i>	<i>Unit Price</i>	<i>Total Price</i>	<i>Unit Price</i>	<i>Total Price</i>	<i>Unit Price</i>	<i>Total Price</i>
General Construction											
1	1	LS	Mobilization , complete and in place.	\$12,169.00	\$12,169.00	\$7,669.42	\$7,669.42	\$12,380.00	\$12,380.00	\$41,500.00	\$41,500.00
2	1	LS	Demolition , complete and in place.	\$2,215.00	\$2,215.00	\$887.49	\$887.49	\$1,710.00	\$1,710.00	\$1,500.00	\$1,500.00
3	1	LS	Erosion Control , complete and in place.	\$5,772.00	\$5,772.00	\$4,248.60	\$4,248.60	\$2,850.00	\$2,850.00	\$2,500.00	\$2,500.00
4	1	LS	Traffic Control , complete and in place.	\$530.00	\$530.00	\$1,194.22	\$1,194.22	\$1,140.00	\$1,140.00	\$500.00	\$500.00
5	0.4	ACRE	Clearing and Grubbing , complete and in place.	\$5,064.00	\$2,025.60	\$13,392.05	\$5,356.82	\$5,472.00	\$2,188.80	\$15,000.00	\$6,000.00
6	7200	SY	Cellulose Fiber Mulch Seeding , complete and in place.	\$0.34	\$2,448.00	\$0.38	\$2,736.00	\$0.40	\$2,880.00	\$0.42	\$3,024.00
7	1	LS	Tree Protection , complete and in place.	\$1,688.00	\$1,688.00	\$1,780.74	\$1,780.74	\$1,567.50	\$1,567.50	\$1,500.00	\$1,500.00
8	1	LS	General Grading -Excavation & Embankment (including 1" of topsoil) , complete and in place.	\$8,862.00	\$8,862.00	\$3,469.95	\$3,469.95	\$9,576.00	\$9,576.00	\$7,550.00	\$7,550.00
9	1	LS	Hydromulch seeding, grading (including 1" of topsoil) and establishment of Soccer Field, complete in place. , complete and in place.	\$975.00	\$975.00	\$19,075.53	\$19,075.53	\$2,097.50	\$2,097.50	\$8,624.00	\$8,624.00
10	1	LS	Hydromulch seeding, grading (including 1" of topsoil) and establishment of Ball Field, complete in place. , complete and in place.	\$756.00	\$756.00	\$23,578.60	\$23,578.60	\$2,280.00	\$2,280.00	\$9,800.00	\$9,800.00
11	1	LS	New playground/concrete/rubber top , complete and in place.	\$52,400.00	\$52,400.00	\$49,939.19	\$49,939.19	\$42,992.82	\$42,992.82	\$43,780.00	\$43,780.00
12	1	LS	Pavilion Structure, complete in place , complete and in place.	\$30,500.00	\$30,500.00	\$25,356.59	\$25,356.59	\$28,371.18	\$28,371.18	\$15,180.00	\$15,180.00
13	8544	SF	4" Concrete Sidewalk with stabilized subgrade , complete and in place.	\$4.07	\$34,774.08	\$5.07	\$43,318.08	\$4.70	\$40,156.80	\$5.50	\$46,992.00
14	3	EA	Handicap Curb Ramps , complete and in place.	\$633.00	\$1,899.00	\$421.02	\$1,263.06	\$285.00	\$855.00	\$600.00	\$1,800.00
15	126	LF	18" HDPE Pipe for Drainage , complete and in place.	\$33.00	\$4,158.00	\$58.39	\$7,357.14	\$42.81	\$5,394.06	\$66.00	\$8,316.00
16	86	LF	12" HDPE Pipe for Drainage , complete and in place.	\$28.00	\$2,408.00	\$13.67	\$1,175.62	\$30.10	\$2,588.60	\$40.00	\$3,440.00
17	2	EA	12" Double Barrel Sloped Headwall (6:1) , complete and in place.	\$1,202.00	\$2,404.00	\$5,175.47	\$10,350.94	\$1,299.60	\$2,599.20	\$3,000.00	\$6,000.00
18	2	EA	12" Single Barrel Sloped Headwall (6:1) , complete and in place.	\$1,012.00	\$2,024.00	\$2,940.61	\$5,881.22	\$1,094.40	\$2,188.80	\$1,350.00	\$2,700.00
19	22	SY	RIPRAP , complete and in place.	\$55.00	\$1,210.00	\$67.25	\$1,479.50	\$60.19	\$1,324.18	\$55.00	\$1,210.00
20	1	EA	Water Fountain (Most Dependable Drinking Fountain #3800, 3 Bowls, including a dog bowl) & Appurtenances , complete and in place.	\$6,900.00	\$6,900.00	\$4,436.34	\$4,436.34	\$7,138.68	\$7,138.68	\$6,880.00	\$6,880.00
21	95	LF	1" Copper Waterline , complete and in place.	\$20.50	\$1,947.50	\$15.84	\$1,504.80	\$26.68	\$2,534.60	\$25.50	\$2,422.50
22	1	EA	Water Meter Connection and Box (COCS to provide meter) , complete and in place.	\$1,033.00	\$1,033.00	\$2,537.83	\$2,537.83	\$1,117.20	\$1,117.20	\$2,750.00	\$2,750.00

Item No.	Quantity	Units	Description	VOX Construction, LLC		Dudley Construction LTD		G.W. Williams, Inc.		JaCody, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
23	1	EA	East Bridge, 80' Contech Bridge, Complete and in place , complete and in place.	\$69,603.00	\$69,603.00	\$67,057.83	\$67,057.83	\$77,993.10	\$77,993.10	\$76,170.00	\$76,170.00
24	1	EA	West Bridge, 35' Contech Bridge, Complete and in place , complete and in place.	\$35,073.00	\$35,073.00	\$33,988.38	\$33,988.38	\$40,680.90	\$40,680.90	\$36,586.00	\$36,586.00
25	2	EA	East Bridge Concrete Abutments , complete and in place.	\$6,330.00	\$12,660.00	\$5,360.52	\$10,721.04	\$7,117.02	\$14,234.04	\$3,500.00	\$7,000.00
26	2	EA	West Bridge Concrete Abutments , complete and in place.	\$4,220.00	\$8,440.00	\$5,360.52	\$10,721.04	\$4,586.22	\$9,172.44	\$3,500.00	\$7,000.00
27	2	EA	Alumagoal "Elliptical-Elite" Aluminum Goal 6.5'H x 12'W , complete and in place.	\$2,005.00	\$4,010.00	\$1,390.49	\$2,780.98	\$2,685.84	\$5,371.68	\$1,840.00	\$3,680.00
28	8	EA	Screw-in Removable Ground Anchors (4 per goal) , complete and in place.	\$100.00	\$800.00	\$33.95	\$271.60	\$28.50	\$228.00	\$25.00	\$200.00
29	1	EA	Backstop for ball field (Gametime #305SS, 3-10' standard sections) , complete and in place.	\$2,988.00	\$2,988.00	\$3,509.11	\$3,509.11	\$3,144.12	\$3,144.12	\$2,940.00	\$2,940.00
30	1	EA	Parallel bar exercise station, 16.5' X 8.5' gravel area, bound by "Epic-edge" , complete and in place.	\$1,308.00	\$1,308.00	\$1,261.24	\$1,261.24	\$3,046.08	\$3,046.08	\$1,300.00	\$1,300.00
31	1	EA	Sit up exercise station, 12' X 7.5' gravel area, bound by "Epic-edge" , complete and in place.	\$1,710.00	\$1,710.00	\$1,349.11	\$1,349.11	\$3,046.08	\$3,046.08	\$1,300.00	\$1,300.00
32	1	EA	Chin up exercise station, 12.5' X 6.5' gravel area, bound by "Epic-edge" , complete and in place.	\$1,519.00	\$1,519.00	\$1,497.74	\$1,497.74	\$3,241.02	\$3,241.02	\$1,500.00	\$1,500.00
33	-	-	-----BID ITEM REMOVED-----	-----	-----	-----	-----	-----	-----	-----	-----
34	1	LS	Construction Staking , complete and in place.	\$1,266.00	\$1,266.00	\$1,236.41	\$1,236.41	\$1,368.00	\$1,368.00	\$3,000.00	\$3,000.00
35	1	LS	Irrigation , complete and in place.	\$3,390.00	\$3,390.00	\$1,940.80	\$1,940.80	\$1,881.00	\$1,881.00	\$1,815.00	\$1,815.00
36	1	LS	Landscaping , complete and in place.	\$8,313.00	\$8,313.00	\$9,351.14	\$9,351.14	\$9,063.00	\$9,063.00	\$8,745.00	\$8,745.00
37	1	LS	4" Slotted Playground Drain Pipe system with headwall , complete and in place.	\$4,747.00	\$4,747.00	\$1,364.88	\$1,364.88	\$969.00	\$969.00	\$1,500.00	\$1,500.00
38	1	EA	100A Breaker Panel , complete and in place.	\$848.00	\$848.00	\$2,228.98	\$2,228.98	\$1,858.20	\$1,858.20	\$885.00	\$885.00
39	0.225	per 1000'	#12-3 Cu Stranded THHN , complete and in place.	\$950.00	\$213.75	\$821.17	\$184.76	\$2,178.67	\$490.20	\$1,740.00	\$391.50
40	1.692	per 1000'	#8-3 Cu Stranded THHN , complete and in place.	\$1,625.00	\$2,749.50	\$1,358.42	\$2,298.45	\$3,577.65	\$6,053.38	\$1,720.00	\$2,910.24
41	1	EA	Hand Hole , complete and in place.	\$738.00	\$738.00	\$232.41	\$232.41	\$171.00	\$171.00	\$910.00	\$910.00
42	1.774	per 1000'	1" PVC Conduit SCH40 , complete and in place.	\$1,785.00	\$3,166.59	\$1,635.07	\$2,900.61	\$2,747.17	\$4,873.48	\$2,335.00	\$4,142.29
43	1.536	per 1000'	48" x 8" Trench in Soil , complete and in place.	\$4,905.00	\$7,534.08	\$1,941.26	\$2,981.78	\$2,078.12	\$3,191.99	\$985.00	\$1,512.96
44	9	EA	14' Decorative Streetlight Pole , complete and in place.	\$1,838.00	\$16,542.00	\$2,723.00	\$24,507.00	\$2,622.00	\$23,598.00	\$21.95	\$197.55
45	9	LF	Streetlight Foundation , complete and in place.	\$583.00	\$5,247.00	\$294.39	\$2,649.51	\$199.50	\$1,795.50	\$300.00	\$2,700.00
46	2	EA	Picnic Tables , complete and in place.	\$507.00	\$1,014.00	\$1,222.28	\$2,444.56	\$1,430.70	\$2,861.40	\$675.00	\$1,350.00
47	3	EA	Trash Cans , complete and in place.	\$341.00	\$1,023.00	\$1,086.47	\$3,259.41	\$862.98	\$2,588.94	\$450.00	\$1,350.00

				VOX Construction, LLC		Dudley Construction LTD		G.W. Williams, Inc.		JaCody, Inc.	
Item No.	Quantity	Units	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
48	3	EA	Benches w/ concrete bench slab , complete and in place.	\$1,814.00	\$5,442.00	\$2,223.39	\$6,670.17	\$1,413.60	\$4,240.80	\$1,650.00	\$4,950.00
49	1	EA	Grill , complete and in place.	\$276.00	\$276.00	\$439.13	\$439.13	\$497.04	\$497.04	\$400.00	\$400.00
50	1	LS	Security Fencing, chain-linked or equal , complete and in place.	\$3,705.00	\$3,705.00	\$2,298.16	\$2,298.16	\$2,992.50	\$2,992.50	\$500.00	\$500.00
Base Bid Total:				\$383,424.10		\$424,743.91		\$404,581.82		\$398,904.04	
Bid Alternate #1											
51	1	LS	New Toddler playground area/concrete/rubber top , complete and in place.	\$32,218.00	\$32,218.00	\$32,480.91	\$32,480.91	\$29,349.30	\$29,349.30	\$27,500.00	\$27,500.00
Bid Alternate #1:				32,218.00		32,480.91		29,349.30		27,500.00	
Bid Alternate #2											
52	1	LS	Swingset area/concrete/rubber top , complete and in place.	\$20,190.00	\$20,190.00	\$28,183.89	\$28,183.89	\$24,590.94	\$24,590.94	\$24,000.00	\$24,000.00
53	148	SF	4" Concrete Sidewalk with stabilized subgrade , complete and in place.	\$4.44	\$657.12	\$8.01	\$1,185.48	\$4.70	\$695.60	\$5.50	\$814.00
Bid Alternate #2:				20,847.12		29,369.37		25,286.54		24,814.00	
Bid Alternate #3											
54	3200	SF	4" Concrete Sidewalk with stabilized subgrade along CSISD driveway , complete and in place.	\$4.07	\$13,024.00	\$6.04	\$19,328.00	\$4.70	\$15,040.00	\$5.50	\$17,600.00
55	2	EA	Handicap Curb Ramps , complete and in place.	\$733.00	\$1,466.00	\$525.25	\$1,050.50	\$285.00	\$570.00	\$600.00	\$1,200.00
Bid Alternate #3:				14,490.00		20,378.50		15,610.00		18,800.00	
FINAL TOTAL:											
Bid Certification				Y		Y		Y		Y	
Bid Bond				Y		Y		Y		Y	
Addendums Acknowledged				Y		Y		Y		Y	
Exceptions				Math corrections highlighted in blue.		N		Math correction highlighted in blue for base bid total.		Math correction highlighted in blue.	

Creek View Neighborhood Park Project Location Map





CREEK VIEW PARK SITE PLAN



October 24, 2013
Consent Agenda Item No. 2e
Fiber Optic Infrastructure Project (CO-0902)
Resolution Determining Need and Necessity for Easement Acquisition

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding approval of a Resolution that will authorize City staff to negotiate for the purchase of an easement needed for the Fiber Optic Infrastructure Project in the general location of the intersection of Holleman Drive South and Saddle Lane.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

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

Summary: Growth in the southwest sector of the city necessitates the need to re-route the city fiber optic communications network to increase routing efficiency and create a new fiber node at Dowling Road Pump Station. Existing easements and Right of Way access is available along most of the new route. One section of the proposed route has an easement that allows for water lines, but not the communication network. As a result, staff needs to purchase an additional easement to allow for communications lines, including fiber optic cable.

Approval of the Resolution Determining Need and Necessity will authorize staff to negotiate for the purchase of an easement that will be needed to complete the project.

Budget & Financial Summary: An estimate of \$65,000 was included in FY14 budget for the Fiber Optic Infrastructure project (CO0902). This easement acquisition and related fiber work is estimated at \$40,000, which will leave a balance of \$25,000 for future FY14 expenditures.

Reviewed and Approved by Legal: Yes

Attachments:

1. Resolution Determining Public Need and Necessity with Field Notes and Plat
2. Project Map

RESOLUTION DETERMINING PUBLIC NEED AND NECESSITY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, DETERMINING PUBLIC NEED AND NECESSITY FOR THE CITY TO INITIATE, COMPLETE, AND ACQUIRE CERTAIN PROPERTY LOCATED ON THE NORTHEAST SIDE OF HOLLEMAN DRIVE SOUTH, ACROSS FROM ITS INTERSECTION WITH SADDLE LANE IN COLLEGE STATION, BRAZOS COUNTY, TEXAS FOR THE PURPOSE OF THE FIBER OPTIC INFRASTRUCTURE PROJECT AND AUTHORIZING THE CITY AND ITS REPRESENTATIVES AND EMPLOYEES TO TAKE ANY AND ALL REASONABLE ACTIONS TO ACHIEVE SAME; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER.

WHEREAS, the City of College Station, Texas (“City”) is a home rule municipality duly incorporated and chartered under the constitution and laws of the state of Texas; and

WHEREAS, the City is engaged in the Fiber Optic Infrastructure Project (CO-0902) (“Project”); and

WHEREAS, such Project is for the public purpose of providing data connectivity to City facilities to facilitate delivery and operations of City services including water supply, electric operations and traffic control; and

WHEREAS, such Project is located at or about the following physical location: Extending along a route starting at the Dowling Road Pump Station and ending at the College Station Utilities Building on Graham Road in College Station, Brazos County, Texas; and

WHEREAS, such Project will necessitate the acquisition of land as set forth in this Resolution; and

WHEREAS, the City Council of the City desires to acquire land for the Project to achieve the aforesaid public purpose, and herein determines it to be in the best interest of its citizens and the general public to designate its lawful agents and representatives, including City staff, to achieve same, now therefore,

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

- PART 1:** That the facts and recitations set forth in the preamble of this Resolution are hereby declared true and correct.
- PART 2:** That the City Council of the City of College Station, Texas, herein determines it to be in the best interest of its citizens and the general public to commence the Fiber Optic Infrastructure Project (CO-0902), which extends along a route starting at the Dowling Road Pump Station and ending at the College Station Utilities Building on Graham Road in College Station, Brazos County, Texas for the public purpose of rerouting the City's fiber network to achieve greater effectiveness and enhance survivability of the network, and to take any and all reasonable action to achieve completion of the Project, including the acquisition of property.
- PART 3:** That the Project will require the acquisition of an easement interest in the property as described in Exhibit "A" attached hereto and made a part of this Resolution ("Property").
- PART 4:** That the City's representatives, agents, and staff are hereby authorized to acquire the Property pursuant to applicable law, including Chapter 2206 of the Texas Government Code and Chapter 21 of the Texas Property Code as same may, from time to time, be amended; and to specifically provide the Landowner's Bill of Rights to landowners, and to conduct such land appraisals as may be desired and as may be required by law.
- PART 5:** That adoption of this Resolution shall not authorize the City's representatives, agents, and staff to proceed to condemnation without first obtaining express authority to condemn from the City Council.
- PART 6:** That the City Manager is hereby authorized to direct and designate City staff and to contract with one or more agents or representatives as deemed appropriate to act on behalf of the City to acquire the Property, including contracting with professional appraisers for appraisal services, and contracting with professional real estate agents to act as a land agent for the City relating to acquisition of the Property.
- PART 7:** That the City Manager and his authorized designee be authorized to sell any surplus improvements and to order the removal or the demolition of any improvements that are located on the Property that in their determination hinder or are unnecessary to completion of the Project.
- PART 8:** 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

Attachment - Exhibit "A"

Exhibit "A"

Joe Orr, Inc.
Surveyors & Engineers
Post Office Box 11979
College Station, Texas 77842-1979
(979) 693-2777

Proposed 20' Easement
Butler Family 69.37 ac. Tract
Crawford Burnett league A-7
College Station, Texas
August 27, 2013

All that certain tract or parcel of land lying and being situated in the Crawford Burnett league, Abstract no. 7, in College Station, Brazos County, Texas, being a 20 ft. wide strip of land along the northwest boundary of that 69.37 acre tract conveyed to J & J Butler Family Partnership, Ltd. by deeds recorded in volume 7551, pages 41, 43, 45 and 48 of the Official Public Records of Brazos County, Texas, and being more particularly described as follows:

Commencing at a 3/8" iron rod found at the north corner of the said 69.37 acre tract, in the southwest line of Old Wellborn Road (Old Highway 6), also being the east corner of that 2.33 acre tract conveyed to Edsel G. Jones by deed recorded in volume 2646, page 286 of the Official Public Records of Brazos County, from where another 3/8" iron rod found at the east corner of the 69.37 acre tract bears S 47° 02' 44" E – 1806.09 feet and City of College Station GPS control monument no. 10 bears S 36° 23' 28" E – 6415.9 feet;

Thence S 44° 58' 06" W – 14.62 feet, along the common line of said 69.37 acre tract and said 2.33 acre tract, to the west corner of that existing public utility easement described in volume 7047, page 265 of the Official Public Records of Brazos County, Texas, being the point of beginning of this easement tract;

Thence S 44° 58' 06" W – 785.90 feet, along the common line of said 69.37 acre tract and said 2.33 acre tract and that 17.27 acre tract conveyed to Edsel G. Jones by deed recorded in volume 3841, page 187 of the Official Public Records of Brazos County, to a 5/8" iron rod found with a yellow plastic cap (stamped text illegible) found marking an angle point;

Thence S 45° 35' 30" W – 558.95 feet, continuing along the common line of said 69.37 acre tract and said 17.27 acre tract, to its intersection with the northeast right-of-way line of Holleman Drive South as described in deed to Brazos County recorded in volume 5539, page 57 of the Official Public Records of Brazos County, Texas, from where a 1/2" iron rod found at the former south corner of the Jones tract bears S 45° 35' 30" W – 104.3 feet, and 1/2" iron rods with yellow plastic caps stamped "STRONG RPLS 4961" were found N 22° 03' 44" W – 760.34 feet and S 22° 03' 44" E – 1777.4 feet;

Thence S 22° 03' 44" E – 21.62 feet, along the said northeast line of Holleman Drive South, to the most southerly corner of this easement tract;

Butler Family Tract 20' Easement

Page 1 of 2

Exhibit "A"

Thence through the said 67.37 acre tract, 20 feet southeast and parallel to its common line with the said Jones tracts as follows:

- N 45° 35' 30" E – 567.28 feet to an angle point of this easement tract;
- N 44° 58' 06" E – 786.72 feet to the most easterly corner of this easement tract in the southwest line of the said existing public utility easement (vol. 7047, pg. 265);

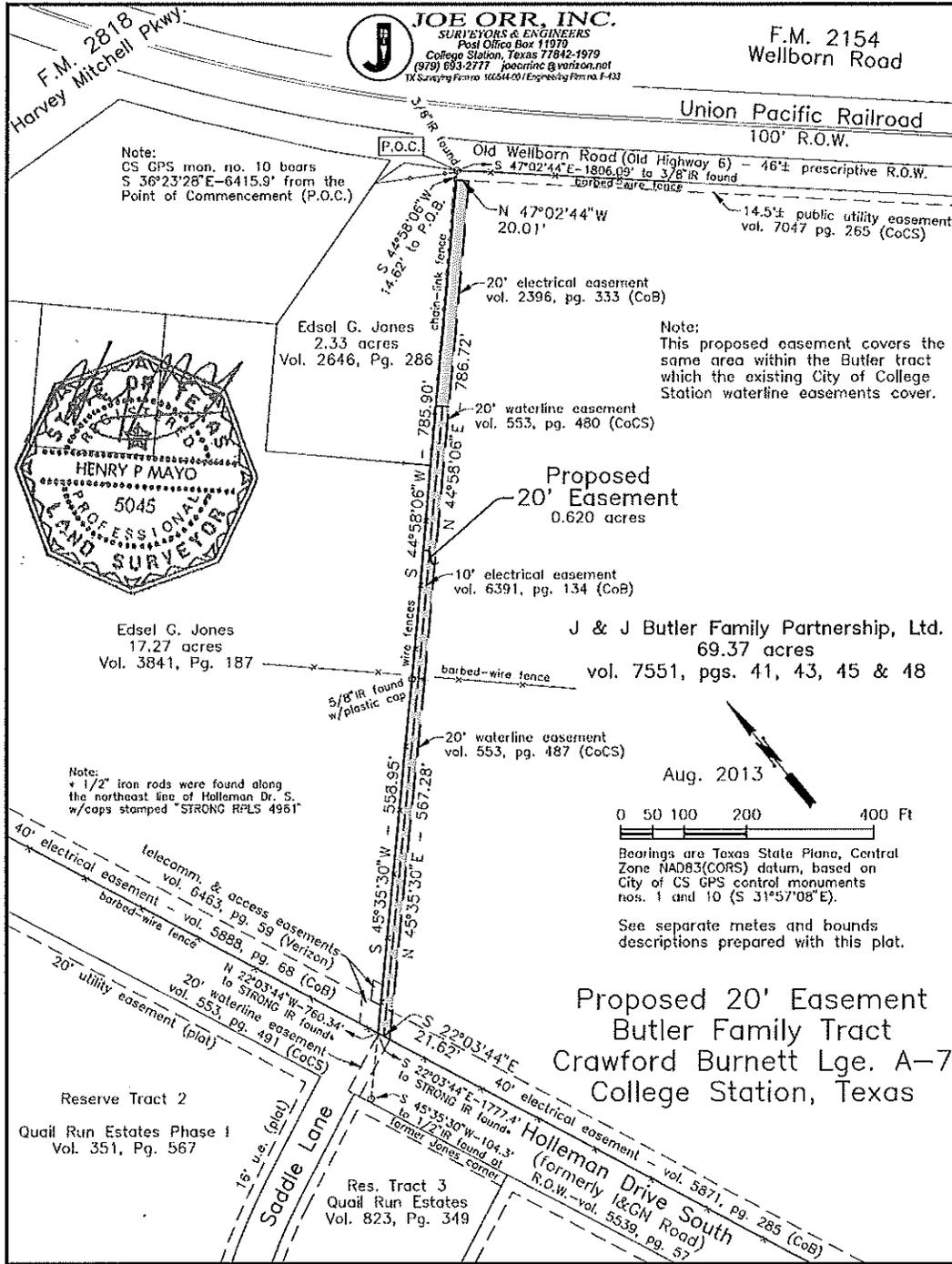
Thence N 47° 02' 44" W – 20.01 feet, along the southwest line of said existing easement, to the Point of Beginning and containing 0.620 acres of land more or less.

Bearings are Texas State Plane, Central Zone NAD83(CORS) datum, based on City of CS GPS control monuments nos. 1 and 10 (S 31° 57' 08" E).

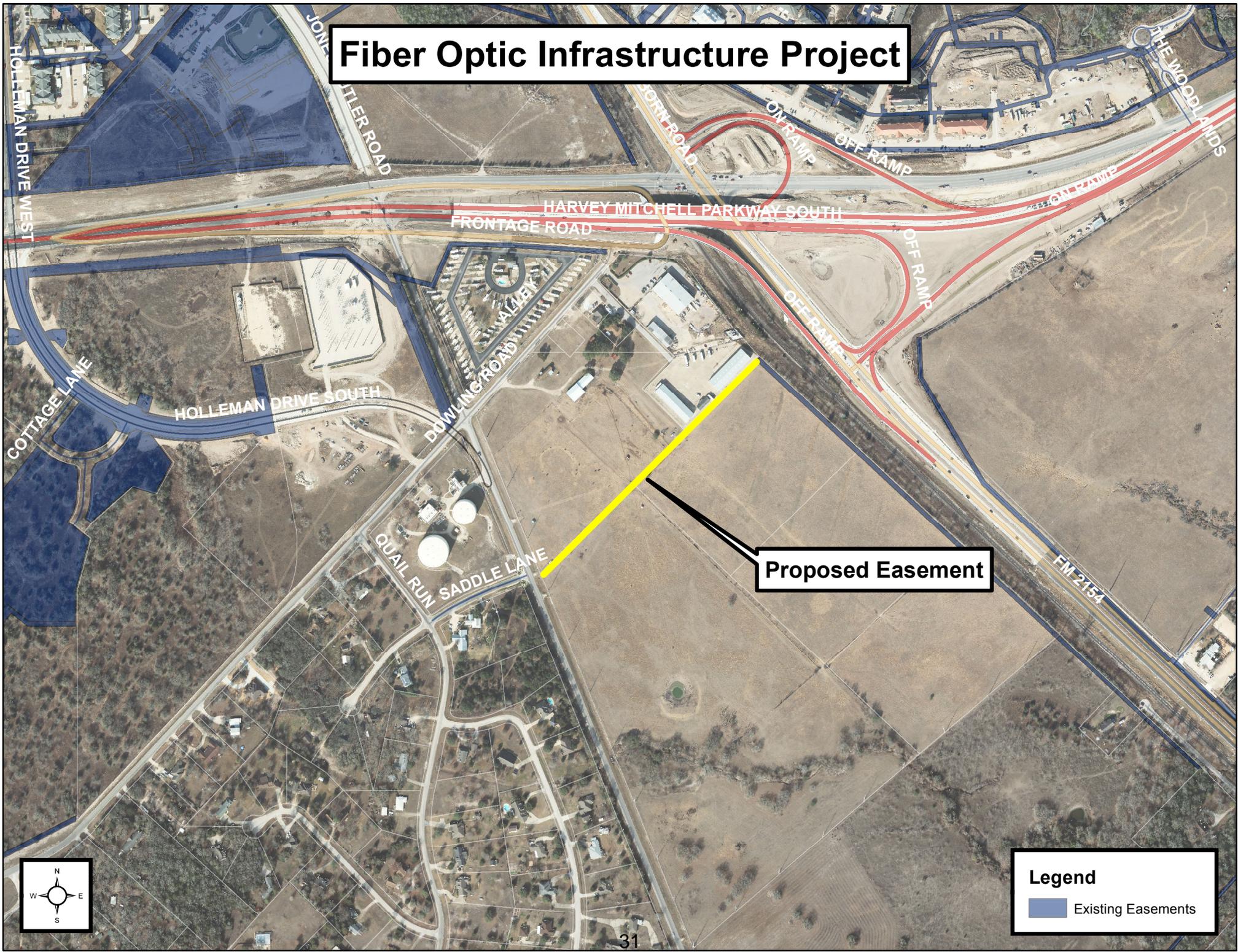
See the Survey Plat dated August 2013, prepared with this description.



Exhibit "A"



Fiber Optic Infrastructure Project



Proposed Easement

Legend

- Existing Easements



October 24, 2013
Consent Agenda Item No. 2f
Purchase of Portable Heavy Truck Lifts,
Safety Jack Stands and Accessories

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action and discussion regarding the Purchase of a portable heavy truck lifts, safety jack stands and accessories, from Vehicle Service Group in the amount of \$69,999.99.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of this purchase.

Summary: Portable heavy truck lift and accessories are needed to continue to perform maintenance and repairs on heavy trucks and equipment in a safe and timely manner. The past few years the Sanitation department and Fire Department have added large vehicles to the fleet inventory. Several of the larger vehicles in the fleet will not fit inside the fleet maintenance shop, so service must be performed in the parking lot. The new portable truck lifts and accessories will allow the vehicles to be lifted in the parking and allow the mechanics easier and safer access to the vehicle for maintenance and repairs.

Budget & Financial Summary: Funds are included in the 2014 Fleet Maintenance Budget.

Reviewed and Approved by Legal: N/A

Attachments: N/A

October 24, 2013
Consent Agenda Item No. 2g
Hike and Bike Trail Completion Phase II (ST1103)
Construction Contract Award

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding award of a construction contract to G.W. Williams in the amount of \$480,365.95 for the Hike and Bike Trail Completion Phase II.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the contract with G.W. Williams in the amount of \$480,365.95.

Summary: The Hike and Bike Trail Completion Phase II will construct a 10-foot wide multi-use path from Welsh Ave. south along FM 2818 to the Campus Village entrance on the northside of FM 2818. It will also construct a 10-foot wide multi-use trail through Southwest Park from the northside of The Woodlands Apartments to Southwest Parkway and along Southwest Parkway north and south with a 6-foot wide sidewalk. A total of four (4) bids were received for the project. The low bidder was G.W. Williams with a total bid of \$480,365.95.

Budget & Financial Summary: Funds in the amount of \$843,524.00 are currently budgeted for the project in the Park Land Dedication Zone 6 Fund and the Streets Capital Projects Fund. A total of \$134,251.88 has been expended or committed to date, leaving a balance of \$709,272 for construction and remaining expenditures. The final cost will be actual construction costs at the project close out.

Attachments:

1. Construction Contract (on file in the City Secretary's Office)
2. Bid Tab
3. Project Map



City of College Station - Purchasing Division
Bid Tabulation for #13-092, Hike and Bike Trail - Phase II
Southwest Park Trail
Open Date: Wednesday, September 18, 2013 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	G.W. Williams, Inc. (College Station, TX)		Palomares Construction, Inc. (Bryan, TX)		Knife River Corp. - South (Bryan, TX)		Dudley Construction, Ltd. (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
GENERAL CONSTRUCTION ITEMS - SOUTHWEST PARK TRAIL											
1	1	LS	Insurance and Mobilization for all material, equipment and labor to complete the project (not to exceed 5% of construction)	\$11,700.00	\$11,700.00	\$16,135.00	\$16,135.00	\$16,000.00	\$16,000.00	\$34,000.00	\$34,000.00
GENERAL CONSTRUCTION ITEMS SUBTOTAL				\$11,700.00		\$16,135.00		\$16,000.00		\$34,000.00	
REMOVALS & RELOCATIONS											
2	1500	LF	Prepare ROW for the hike and bike path including clearing and grubbing, removal of topsoil per plans and specifications, complete and in place	\$5.85	\$8,775.00	\$4.00	\$6,000.00	\$6.00	\$9,000.00	\$8.90	\$13,350.00
3	39	EA	Remove 4"-12" caliper Trees per plans and specifications, complete	\$234.00	\$9,126.00	\$150.00	\$5,850.00	\$300.00	\$11,700.00	\$167.00	\$6,513.00
4	9	EA	Remove 12" caliper Trees and larger per plans and specifications, complete	\$409.50	\$3,685.50	\$300.00	\$2,700.00	\$760.00	\$6,840.00	\$200.00	\$1,800.00
5	1	LS	Trimming of trees and tree limbs and removal of brush up to 8' above natural ground 20' from CL per plans and specifications, complete	\$1,755.00	\$1,755.00	\$10,000.00	\$10,000.00	\$2,900.00	\$2,900.00	\$3,330.00	\$3,330.00
6	19	SY	Remove existing concrete sidewalk per plans and specifications, complete	\$32.18	\$611.42	\$30.00	\$570.00	\$8.00	\$152.00	\$17.50	\$332.50
7	1	EA	Adjust Existing 8-inch water valve to finished grade per plans and specifications, complete in place	\$204.75	\$204.75	\$400.00	\$400.00	\$250.00	\$250.00	\$400.00	\$400.00
8	1	EA	Relocate Small Sign Support and Assembly including removing old foundations and sign support, furnishing and installing new steel Wedge Anchor sign support and foundation per TxDOT detail (SMD (TWT) - 08), as shown on the drawings and directed by the engineer, complete in place	\$526.50	\$526.50	\$500.00	\$500.00	\$400.00	\$400.00	\$1,000.00	\$1,000.00
9	1	EA	Install traffic sign using temporary skid mounted wood sign support per TxDOT detail, complete in place	\$292.50	\$292.50	\$300.00	\$300.00	\$100.00	\$100.00	\$600.00	\$600.00
10	1	EA	Remove 3" tree at Christine Lane and adjust existing irrigation	\$585.00	\$585.00	\$400.00	\$400.00	\$1,000.00	\$1,000.00	\$2,950.00	\$2,950.00
REMOVALS & RELOCATIONS SUBTOTAL				\$25,561.67		\$26,720.00		\$32,342.00		\$30,275.50	
ROADWAY & EARTHWORK											
11	1,000	CY	Cut/Fill onsite per plans and specifications, complete and in place	\$7.61	\$7,610.00	\$4.50	\$4,500.00	\$15.75	\$15,750.00	\$13.32	\$13,320.00
12	400	CY	Excavate soil and haul offsite per plans and specifications, complete and in place	\$9.95	\$3,980.00	\$8.50	\$3,400.00	\$16.00	\$6,400.00	\$7.99	\$3,196.00
13	2,530	SY	Furnish and 4" Topsoil including placement and grading per plans and specifications, complete and in place	\$4.39	\$11,106.70	\$3.75	\$9,487.50	\$2.00	\$5,060.00	\$2.64	\$6,679.20
14	108	LF	Furnish and Install B/CS Standard Pedestrian Guardrail painted bronze per plans, details and specifications, complete and in place	\$114.66	\$12,383.28	\$100.00	\$10,800.00	\$136.00	\$14,688.00	\$173.55	\$18,743.40
15	1400	SY	Furnish and construct 5" thick 10' wide reinforced concrete sidewalk per plans and specifications, complete in and place	\$34.42	\$48,188.00	\$50.87	\$71,218.00	\$50.00	\$70,000.00	\$50.00	\$70,000.00



City of College Station - Purchasing Division
Bid Tabulation for #13-092, Hike and Bike Trail - Phase II
Southwest Park Trail
Open Date: Wednesday, September 18, 2013 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	G.W. Williams, Inc. (College Station, TX)		Palomares Construction, Inc. (Bryan, TX)		Knife River Corp. - South (Bryan, TX)		Dudley Construction, Ltd. (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
16	25	SY	Furnish and construct 5" thick reinforced concrete sidewalk with 8" beam per plans and specifications, complete and in place	\$44.96	\$1,124.00	\$68.04	\$1,701.00	\$52.00	\$1,300.00	\$72.00	\$1,800.00
17	107	SY	Furnish and construct 4" thick 6' wide reinforced concrete sidewalk per plans and specifications, complete and in place	\$32.35	\$3,461.45	\$40.50	\$4,333.50	\$50.00	\$5,350.00	\$48.00	\$5,136.00
18	1,630	SY	Provide 6" depth of chemical treated subgrade per plans and specifications, complete and in place.	\$14.04	\$22,885.20	\$13.00	\$21,190.00	\$18.50	\$30,155.00	\$7.00	\$11,410.00
19	1	EA	Furnish and install 80' Span x 10' Width Connector Pedestrian Bridge with timber deck with all associated supports and anchors complete and in place	\$88,174.71	\$88,174.71	\$143,945.00	\$143,945.00	\$110,000.00	\$110,000.00	\$111,777.00	\$111,777.00
20	195	LF	Furnish and construct 12" toe down at pond berm per plans and specifications, complete and in place	\$15.14	\$2,952.30	\$20.00	\$3,900.00	\$13.50	\$2,632.50	\$25.00	\$4,875.00
21	42	LF	Install 4" Sch. 40 PVC sleeves and end marker	\$19.89	\$835.38	\$5.00	\$210.00	\$9.50	\$399.00	\$13.50	\$567.00
ROADWAY & EARTHWORK SUBTOTAL				\$202,701.02		\$274,685.00		\$261,734.50		\$247,503.60	
EROSION CONTROL											
22	90	SY	Furnish and Install temporary construction exit per plans and specifications, complete and in place	\$19.50	\$1,755.00	\$21.00	\$1,890.00	\$23.00	\$2,070.00	\$20.00	\$1,800.00
23	1,476	LF	Furnish and install temporary sediment control fence per plans and specifications, complete and in place	\$1.76	\$2,597.76	\$1.50	\$2,214.00	\$2.75	\$4,059.00	\$2.00	\$2,952.00
24	1	LS	Furnish and install tree protection per plans and specifications, complete and in place	\$3,276.00	\$3,276.00	\$750.00	\$750.00	\$1,400.00	\$1,400.00	\$3,400.00	\$3,400.00
25	1	LS	Furnish and Install rock check dams per plans and specifications, complete and in place	\$2,925.00	\$2,925.00	\$2,000.00	\$2,000.00	\$3,200.00	\$3,200.00	\$3,400.00	\$3,400.00
26	1	LS	Furnish a Stormwater Pollution Protection Plan for the work to be performed per plans and specifications	\$585.00	\$585.00	\$1,775.00	\$1,775.00	\$550.00	\$550.00	\$1,675.00	\$1,675.00
27	4,660	SY	Furnish and install Cell Fiber Mulch Seeding per plans and specifications, complete and in place	\$0.41	\$1,910.60	\$0.39	\$1,817.40	\$0.68	\$3,168.80	\$0.47	\$2,190.20
28	725	SY	Furnish and install soil retention blanket per the manufacturer's recommendation, complete and in place	\$2.05	\$1,486.25	\$1.50	\$1,087.50	\$2.00	\$1,450.00	\$2.39	\$1,732.75
EROSION CONTROL SUBTOTAL				\$14,535.61		\$11,533.90		\$15,897.80		\$17,149.95	
TRAFFIC CONTROL											
29	1	LS	Provide Traffic Control including labor and materials per plans and specifications, complete and in place	\$2,106.00	\$2,106.00	\$5,320.00	\$5,320.00	\$2,800.00	\$2,800.00	\$2,000.00	\$2,000.00
TRAFFIC CONTROL SUBTOTAL				\$2,106.00		\$5,320.00		\$2,800.00		\$2,000.00	
STORM SEWER											
30	26	LF	Furnish and install 15" Class IV RCP per plans and specifications, complete and in place	\$56.16	\$1,460.16	\$85.00	\$2,210.00	\$62.00	\$1,612.00	\$74.00	\$1,924.00
31	2	EA	Furnish and Install 15" Type II Safety End Treatment per plans and specifications, complete and in place	\$1,333.80	\$2,667.60	\$1,100.00	\$2,200.00	\$965.00	\$1,930.00	\$1,000.00	\$2,000.00
STORM SEWER SUBTOTAL				\$4,127.76		\$4,410.00		\$3,542.00		\$3,924.00	
BASE BID - SOUTHWEST PARK TRAIL				\$260,732.06		\$338,803.90		\$332,316.30		\$334,853.05	



City of College Station - Purchasing Division
Bid Tabulation for #13-092, Hike and Bike Trail - Phase II
Southwest Park Trail
Open Date: Wednesday, September 18, 2013 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	G.W. Williams, Inc. (College Station, TX)		Palomares Construction, Inc. (Bryan, TX)		Knife River Corp. - South (Bryan, TX)		Dudley Construction, Ltd. (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
ADD/DEDUCT ITEMS											
A1	-1	EA	DEDUCT to delete 80' Span x 10' Width Connector Pedestrian Bridge with timber deck with all associated supports and anchors complete and in place (Item 19)	\$88,174.71	-\$88,174.71	\$140,900.00	-\$140,900.00	\$110,000.00	-\$110,000.00	\$111,777.00	-\$111,777.00
A2	1	EA	Furnish and install 80' Span x 10' Width Connector Pedestrian Bridge with Concrete Deck with all associated supports and anchors complete and in place	\$80,569.71	\$80,569.71	\$138,845.00	\$138,845.00	\$117,000.00	\$117,000.00	\$103,200.00	\$103,200.00
ALTERNATE A SUBTOTAL				-\$7,605.00		-\$2,055.00		\$7,000.00		-\$8,577.00	
BASE BID + ALTERNATE A TOTAL				\$253,127.06		\$336,748.90		\$339,316.30		\$326,276.05	
B1	-80	LF	DEDUCT to delete B/CS Standard Pedestrian Guardrail painted bronze per plans, details and specifications, complete and in place (Item 14)	\$114.66	-\$9,172.80	\$98.00	-\$7,840.00	\$109.00	-\$8,720.00	\$123.00	-\$9,840.00
B2	80	LF	Furnish and Install matching Bridge Pedestrian Rail in place of the guardrails adjacent to the 80' pedestrian bridge per plans, details and specifications, complete and in place	\$245.70	\$19,656.00	\$220.00	\$17,600.00	\$160.00	\$12,800.00	\$258.00	\$20,640.00
ALTERNATE B SUBTOTAL				\$10,483.20		\$9,760.00		\$4,080.00		\$10,800.00	
BASE BID + ALTERNATE B TOTAL				\$271,215.26		\$348,563.90		\$336,396.30		\$345,653.05	
BASE BID + ALTERNATE A & B TOTAL				\$263,610.26		\$346,508.90		\$343,396.30		\$337,076.05	
C1	-4,222	SF	DEDUCT to delete Cell Fiber Mulch Seeding per plans and specifications (Item 28)	\$0.05	-\$211.10	\$0.39	-\$1,646.58	\$0.08	-\$337.76	\$0.47	-\$1,984.34
C2	4,222	SF	Provide and place block sod 2'-wide on both sides of trail per plans and specifications, complete and in place	\$0.29	\$1,224.38	\$0.58	\$2,448.76	\$0.89	\$3,757.58	\$0.78	\$3,293.16
ALTERNATE C SUBTOTAL				\$1,013.28		\$802.18		\$3,419.82		\$1,308.82	
BASE BID + ALTERNATE C TOTAL				\$261,745.34		\$339,606.08		\$335,736.12		\$336,161.87	
BASE BID + ALTERNATE A, B & C TOTAL				\$264,623.54		\$347,311.08		\$346,816.12		\$338,384.87	

NOTES:

Palomares Construction, Inc.

»Bidder miscalculated Bid Item 20, which caused subsequent totals and subtotals to miscalculate. The highlighted totals are correct.



City of College Station - Purchasing Division
Bid Tabulation for #13-092, Hike and Bike Trail - Phase II
FM 2818 Trail
Open Date: Wednesday, September 18, 2013 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	G.W. Williams, Inc. (College Station, TX)		Palomares Construction, Inc. (Bryan, TX)		Knife River Corp. - South (Bryan, TX)		Dudley Construction, Ltd. (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
GENERAL CONSTRUCTION ITEMS - FM 2818 TRAIL											
1	1	LS	Insurance and Mobilization for all material, equipment and labor to complete the project (not to exceed 5% of construction)	\$9,360.00	\$9,360.00	\$13,140.00	\$13,140.00	\$14,000.00	\$14,000.00	\$34,000.00	\$34,000.00
GENERAL CONSTRUCTION ITEMS SUBTOTAL				\$9,360.00		\$13,140.00		\$14,000.00		\$34,000.00	
REMOVALS & RELOCATIONS											
2	1395	LF	Prepare ROW for the hike and bike path including removal of topsoil per plans and specifications, complete and in place	\$5.85	\$8,160.75	\$4.00	\$5,580.00	\$3.00	\$4,185.00	\$4.00	\$5,580.00
3	1	LS	Trimming of trees and tree limbs and removal of brush up to 8' above natural ground 20' from CL per plans and specifications, complete	\$1,521.00	\$1,521.00	\$9,520.00	\$9,520.00	\$1,200.00	\$1,200.00	\$3,330.00	\$3,330.00
4	1	EA	Remove and relocate street light per plans and specifications, complete and in place	\$11,056.50	\$11,056.50	\$4,950.00	\$4,950.00	\$5,000.00	\$5,000.00	\$13,500.00	\$13,500.00
5	1	EA	Relocate Small Sign Support and Assembly including removing old foundations and sign support, furnishing and installing new Triangular Slipbase sign support and foundation per TxDOT detail (SMD (SLIP-1) - 08), as shown on the drawings and directed by the engineer, complete in place	\$526.50	\$526.50	\$1,500.00	\$1,500.00	\$430.00	\$430.00	\$1,000.00	\$1,000.00
6	1	EA	Install traffic sign using temporary skid mounted wood sign support per TxDOT detail, complete in place	\$292.50	\$292.50	\$800.00	\$800.00	\$110.00	\$110.00	\$600.00	\$600.00
7	464	SY	Saw cut, remove and dispose of existing asphalt pavement per plans and specifications, complete and in place	\$11.12	\$5,159.68	\$10.00	\$4,640.00	\$10.00	\$4,640.00	\$7.00	\$3,248.00
8	5	LF	Remove and dispose of existing curb and gutter per plans and specifications, complete and in place	\$58.50	\$292.50	\$20.00	\$100.00	\$3.00	\$15.00	\$26.50	\$132.50
REMOVALS & RELOCATIONS SUBTOTAL				\$27,009.43		\$27,090.00		\$15,580.00		\$27,390.50	
ROADWAY & EARTHWORK											
9	433	CY	Cut/Fill onsite per plans and specifications, complete and in place	\$7.61	\$3,295.13	\$4.50	\$1,948.50	\$18.00	\$7,794.00	\$13.32	\$5,767.56
10	180	CY	Import embankment, including placement and compaction per plans and specifications, complete and in place	\$17.55	\$3,159.00	\$10.00	\$1,800.00	\$18.00	\$3,240.00	\$27.00	\$4,860.00
11	3,115	SY	Furnish and 4" Topsoil including placement and grading per plans and specifications, complete and in place	\$4.39	\$13,674.85	\$3.75	\$11,681.25	\$2.00	\$6,230.00	\$2.64	\$8,223.60
12	297	LF	Furnish and Install TxDOT Type PR1 Pedestrian Rail per plans and specifications, complete and in place.	\$65.36	\$19,411.92	\$109.30	\$32,462.10	\$75.00	\$22,275.00	\$118.00	\$35,046.00
13	1,581	SY	Furnish and construct 5" thick 10' wide reinforced concrete sidewalk per plans and specifications, complete in and place	\$31.84	\$50,339.04	\$50.60	\$79,998.60	\$47.00	\$74,307.00	\$50.00	\$79,050.00
14	1,872	SY	Provide 6" depth of Lime Treatment for subgrade per plans and specifications, complete and in place.	\$14.04	\$26,282.88	\$13.00	\$24,336.00	\$15.00	\$28,080.00	\$7.00	\$13,104.00



City of College Station - Purchasing Division
 Bid Tabulation for #13-092, Hike and Bike Trail - Phase II
 FM 2818 Trail
 Open Date: Wednesday, September 18, 2013 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	G.W. Williams, Inc. (College Station, TX)		Palomares Construction, Inc. (Bryan, TX)		Knife River Corp. - South (Bryan, TX)		Dudley Construction, Ltd. (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
15	284	LF	Furnish and construct concrete curb and gutter per plans and specifications, complete and in place	\$22.08	\$6,270.72	\$10.00	\$2,840.00	\$18.00	\$5,112.00	\$27.00	\$7,668.00
16	1,325	SF	Furnish and construct concrete cast in place retaining wall per plans and specifications, complete and in place	\$24.01	\$31,813.25	\$36.50	\$48,362.50	\$68.00	\$90,100.00	\$85.00	\$112,625.00
ROADWAY & EARTHWORK SUBTOTAL				\$154,246.79		\$203,428.95		\$237,138.00		\$266,344.16	
EROSION CONTROL											
17	120	SY	Furnish and Install temporary construction exit per plans and specifications, complete and in place	\$14.63	\$1,755.60	\$21.00	\$2,520.00	\$23.00	\$2,760.00	\$20.00	\$2,400.00
18	1,500	LF	Furnish and install temporary sediment control fence per plans and specifications, complete and in place	\$1.76	\$2,640.00	\$1.50	\$2,250.00	\$2.50	\$3,750.00	\$2.00	\$3,000.00
19	1	LS	Furnish and install tree protection per plans and specifications, complete and in place	\$2,106.00	\$2,106.00	\$375.00	\$375.00	\$1,400.00	\$1,400.00	\$3,330.00	\$3,330.00
20	1	LS	Furnish and Install rock check dams per plans and specifications, complete and in place	\$1,755.00	\$1,755.00	\$2,000.00	\$2,000.00	\$3,300.00	\$3,300.00	\$3,330.00	\$3,330.00
21	1	LS	Furnish a Stormwater Pollution Protection Plan for the work to be performed per plans and specifications	\$585.00	\$585.00	\$775.00	\$775.00	\$550.00	\$550.00	\$1,665.00	\$1,665.00
22	4,200	SY	Furnish and install Cell Fiber Mulch Seeding per plans and specifications, complete and in place	\$0.41	\$1,722.00	\$0.39	\$1,638.00	\$0.70	\$2,940.00	\$0.47	\$1,974.00
23	90	SY	Furnish and install soil retention blanket per the manufacturer's recommendation, complete and in place	\$2.05	\$184.50	\$1.50	\$135.00	\$2.00	\$180.00	\$2.96	\$266.40
EROSION CONTROL SUBTOTAL				\$10,748.10		\$9,693.00		\$14,880.00		\$15,965.40	
TRAFFIC CONTROL											
24	1	LS	Provide Traffic Control including labor and materials per plans and specifications, complete and in place	\$4,212.00	\$4,212.00	\$3,000.00	\$3,000.00	\$2,800.00	\$2,800.00	\$4,660.00	\$4,660.00
TRAFFIC CONTROL SUBTOTAL				\$4,212.00		\$3,000.00		\$2,800.00		\$4,660.00	
STORM SEWER											
25	97	LF	Furnish and install 18" Class III RCP per plans and specifications, complete and in place	\$58.97	\$5,720.09	\$60.00	\$5,820.00	\$64.00	\$6,208.00	\$60.00	\$5,820.00
26	2	EA	Furnish and install 18" Type II Safety End Treatment for multiple pipes per plans and specifications, complete and in place	\$1,053.00	\$2,106.00	\$1,400.00	\$2,800.00	\$2,200.00	\$4,400.00	\$3,335.00	\$6,670.00
27	1	EA	Furnish and Install Type C Curb Inlet with 2 extensions, per plans and specifications, complete and in place	\$2,340.00	\$2,340.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$8,700.00	\$8,700.00
STORM SEWER SUBTOTAL				\$10,166.09		\$11,120.00		\$14,608.00		\$21,190.00	
BASE BID - FM 2818 TRAIL				\$215,742.41		\$267,471.95		\$299,006.00		\$369,550.06	

NOTES:

Palomares Construction, Inc.

»Bidder miscalculated Bid Item 24 and 27, which caused subsequent totals and subtotals to miscalculate. The highlighted totals are correct.



Summary of Bid Tabulation
 ITB #13-092, Hike and Bike Trail - Phase II
 Wednesday, September 18, 2013

	G.W Williams, Inc.	Palomares Construction, Inc.	Knife River Corp. - South	Dudley Construction Ltd.
BASE BID				
Southwest Park Trail (PK0806)	\$260,732.06	\$338,803.90	\$332,316.30	\$334,853.05
FM 2818 Trail (ST1103)	\$215,742.41	\$267,471.95	\$299,006.00	\$369,550.06
TOTAL BASE BID	\$476,474.47	\$606,275.85	\$631,322.30	\$704,403.11
ADD ALTERNATES (Southwest Park Trail)				
Alternate A Subtotal	-\$7,605.00	-\$2,055.00	\$7,000.00	-\$8,577.00
Alternate B Subtotal	\$10,483.20	\$9,760.00	\$4,080.00	\$10,800.00
Alternate C Subtotal	\$1,013.28	\$802.18	\$3,419.82	\$1,308.82



Hike and Bike Completion II

Location Map

October 24, 2013
Consent Agenda Item 2h
Wellborn Road at F&B and Old College

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action and discussion regarding an Interlocal Agreement (ILA) between the Cities of College Station and Bryan for the construction costs of a traffic signal at the intersection of Wellborn Road with F&B and Old College. The City of College Station's portion is estimated not to exceed \$210,000.

Relationship to Strategic Goals: (Select all that apply)

1. Improving Transportation

Recommendation(s): Staff recommends approval of the ILA providing for College Station to share the construction costs.

Summary: The cities of College Station and Bryan are seeking to enhance safety and improve the traffic flow through the Wellborn Road corridor at the intersections of F&B Road and Old College Road. The proposed improvements in the area include the signalization of the two intersections: Wellborn Road at F&B Road and Wellborn Road at Old College Road, including adding a new signal at both intersections to improve safety and operations, including communication, vehicle detection, and required traffic signal preemption for the railroad.

An ILA was approved on December 10, 2009 which allowed both cities to share the design costs. For the construction portion of the project, Texas A&M University (TAMU) has joined with the Cities to fund this project. The City of Bryan recently bid the project and the lowest bidder was unable to honor their submitted bids. The second lowest bidder, Bayer Electric, was then approached about fulfilling the contract. Bayer Electric accepted the terms and the City of Bryan has awarded the contract as well as approved the ILAs between College Station and TAMU at their October 8, 2013 City Council meeting. The ILAs specify that each agency will share the cost of the construction up to one-third, which is estimated to be \$210,000.

Budget & Financial Summary: The City of College Station's estimated portion of the construction cost for this signal is \$210,000. The City's budget for this project is \$250,000 and funding will come from GOB funds approved in 2008.

Reviewed and Approved by Legal: Yes

Attachments:

1. ILA
2. Location map

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF COLLEGE STATION
AND THE CITY OF BRYAN
PUBLIC IMPROVEMENTS FOR TRAFFIC SIGNALS AND INTERSECTION
IMPROVEMENTS FOR WELLBORN AT F&B AND OLD COLLEGE ROADS**

This **Interlocal Cooperation Agreement** (“Agreement”) is by and between the City of College Station, a Texas home-rule municipal corporation (hereinafter referred to as “**COLLEGE STATION**”) and the City of Bryan, a Texas home-rule municipal corporation (hereinafter referred to as “**BRYAN**”) each acting herein by and through its governing body.

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to perform functions or services that each party to the contract is authorized to perform individually; and

WHEREAS, the parties are seeking to enhance safety and improve the traffic flow through the Wellborn Road corridor at the intersections of F&B Road and Old College Road along the city limits of the Cities of **COLLEGE STATION** and **BRYAN**; and

WHEREAS, **BRYAN** plans to improve the intersection and signalization at the two intersections: Wellborn Road at F&B Road and Wellborn Road at Old College Road, including adding a new signal at both intersections to improve safety and operations, including communication, vehicle detection, and required traffic signal preemption for the railroad (hereinafter referred to as “the Project”); and

WHEREAS, **COLLEGE STATION** and Texas A&M University intend to enter into separate agreements with **BRYAN** to share in the cost of the construction of the intersection and signalization improvements; and

WHEREAS, **BRYAN** will maintain the constructed signals and all improvements once construction is complete; and

WHEREAS, **BRYAN**’s bid price for construction of the Project is \$347,191.04, plus \$224,557.00 for railroad signal modifications, for a total of \$571,748.04. A 10 percent contingency for Change Orders is added to this amount, for a total of \$628,922.84, which comes to a three-way split of \$210,000.00; and

NOW, THEREFORE, the parties herein enter into this Agreement between **BRYAN** and **COLLEGE STATION** regarding the Project:

1. **BRYAN AND COLLEGE STATION agree to:**
 - (a) **BRYAN** will bid and manage the construction of the Project at Wellborn / F&B and Wellborn / Old College Road intersections.

- (b) **COLLEGE STATION** will reimburse **BRYAN** for one-third (1/3) of the actual construction costs of the Project, in an amount not to exceed \$210,000.00, within forty-five (45) days of receipt of a correct invoice. **BRYAN** will send **COLLEGE STATION** a copy of the construction contractor's monthly invoice.
- (c) **BRYAN** will send a draft copy of all change orders to **COLLEGE STATION** for review. **COLLEGE STATION** will review the draft change order within five (5) working days and provide comments. **COLLEGE STATION** and **BRYAN** Project Managers shall agree in writing (electronic mail will be sufficient) to any changes to the project scope, schedule or contract amount prior to the execution and approval of change orders by **BRYAN**.
- (d) Based upon **COLLEGE STATION'S** proportionate share of the change order amount, **COLLEGE STATION** shall follow its policies for approval of change order amounts before payment is submitted by **COLLEGE STATION**.

2. Invalidity

If any portion 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 provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

3. Written Notice

Any notice required or permitted under this Agreement must be in writing and shall be deemed delivered (whether actually received or not) when deposited with the United State Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. **BRYAN** and **COLLEGE STATION** can change their respective notice address by sending to the other party notice. Notices should be addressed as follows:

BRYAN
Attn: City Engineer
P.O. Box 1000
Bryan, Texas 77805

COLLEGE STATION
Attn: Public Works Director
P.O. Box 9960
College Station, Texas 77842

4. 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. No 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 the parties, either before or after the execution of this Agreement, shall affect or modify any terms or obligations hereunder.

5. Consent to Suit.

Nothing in this Agreement will be construed as a waiver or relinquishment by any party of its right to claim such exemptions, privileges, and immunities as may be provided by law, nor as an ascent to assume additional liabilities to third parties.

6. Amendment

The terms and conditions of the Agreement may be modified at any time by the mutual consent of both parties, but only in writing, signed by the authorized signatory of both entities.

7. Texas Law

This Agreement has been made under and shall be governed by the laws of the State of Texas.

8. Place of Performance

Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

9. 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.

10. 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 the 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.

11. Agreement Read

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

12. 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.

[Signatures to follow]

EXECUTED and EFFECTIVE on this the _____ day of _____, 2013.

CITY OF BRYAN

CITY OF COLLEGE STATION



Jason P. Dienski, Mayor
Date: 10-8-2013

Nancy Berry, Mayor
Date: _____

ATTEST:

ATTEST:

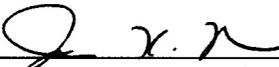


Mary Lynne Stratta, City Secretary
Date: 10-8-2013

Sherry Mashburn, City Secretary
Date: _____

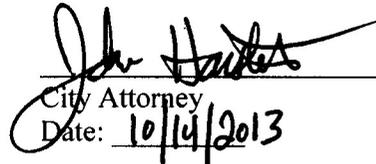
APPROVED:

APPROVED:



Janis K. Hampton, City Attorney
Date: 10-8-13

City Manager
Date: _____



City Attorney
Date: 10/14/2013

Executive Director Business Services
Date: _____



Signalization of Wellborn with Old College and F&B

October 24, 2013
Consent Agenda Item #-----
Authorization for Additional Legal Work Related
to the Municipal Management Districts

To: Kathy Merrill, Interim City Manager

From: Carla Robinson, City Attorney

Agenda Caption: Presentation, possible action, and discussion authorizing Allen Boone Humphries Robinson, LLP (ABHR), to perform additional legal work related to Municipal Management Districts #1 and #2 in an amount not to exceed \$50,000.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure
3. Diverse Growing Economy

Recommendation(s): Staff recommends Council authorization to continue to utilize the services of ABHR in an amount not to exceed \$50,000.

Summary: On January 10, 2013, the City Council approved engagement letters with ABHR retaining the law firm to perform legal work associated with the creation of Municipal Management Districts # 1 and #2 and authorizing the payment of a flat fee of \$105,000.00 to ABHR for those services. The engagement letters also provide for additional services related to the Municipal Management Districts at an attorney billing rate of \$380.00 and \$505.00 per hour. These services may include assistance obtaining the approvals and agreements necessary or convenient for the development and financing of public infrastructure to serve the project, including working with the City to prepare its consent, assisting in the drafting and preparation of agreements between the City, the Districts, the County and/or the landowner such as development agreements, and providing legal advice concerning the same. The Council's initial approval was limited to the \$105,000.00 flat fee to be paid for ABHR's assistance in the creation of the Districts through special legislation. The additional work to be performed as described above requires additional authority from the City Council.

Budget & Financial Summary: It is anticipated that all or a portion of these costs may be reimbursed by the MMDs when development agreements are negotiated and executed. Until then, these expenses are proposed to be paid out of the Economic Development Fund. A future budget amendment may be needed to provide additional appropriation for these expenditures.

Reviewed and Approved by Legal: Yes

Attachments: None

October 24, 2013
Consent Agenda Item No. 2j
Ordinance Modification to Chapter 4 "Business Regulations"
by adding Section 22 "Pedicabs"

To: Kathy Merrill, Interim City Manager

From: Jeffrey Capps, Chief of Police

Agenda Caption: Presentation, possible action and discussion regarding adding Section 22 "Pedicabs" to Chapter 4 "Business Regulations" of the City of College Station Ordinances.

Relationship to Strategic Goals: Core Services and Infrastructure

Recommendation(s): Staff recommends adoption of the proposed changes.

Summary:

Due to the growth and popularity of the Northgate Entertainment District, the City of College Station has seen a surge in Pedicab companies who wish to service the area. The increased interest necessitates the need to provide an ordinance for the safety and well-being of the pedicab operator and those who use this service as a mode of transportation.

This ordinance modification expands the code of ordinances to incorporate the regulation of the pedicab service within the City of College Station. The ordinance will define pedicab, pedicab driver, pedicab service, and tricycle. The ordinance will cover guidelines for the conduct of drivers, pedicab required equipment, operation of pedicabs, permits and licenses, and suggested fare structure.

Budget & Financial Summary: n/a

Legal Review: Yes

Attachments:

- Ordinance modification to Chapter 4 "Business Regulations" by adding Section 22 "Pedicabs".

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4, "BUSINESS REGULATIONS" BY ADDING SECTION 22 "PEDICABS" TO THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That CHAPTER 4, "BUSINESS REGULATIONS" SECTION 22 "PEDICABS", be added to the Code of Ordinances of the City of College Station, Texas, as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not less than Twenty-Five Dollars (\$25.00) or more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2013.

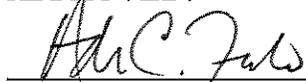
APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That CHAPTER 4, "BUSINESS REGULATIONS" SECTION 22 "PEDICABS", be added to the Code of Ordinances of the City of College Station, Texas and is to read as follows:

Sec. 4-22. Pedicabs.

A. **Definitions.** For the purpose of this section, the following definitions shall apply, unless the context clearly indicates or requires a different meaning:

- (1) **Applicant** means any person, individual, firm, or corporation in the process of attaining either a license or permit.
- (2) **City** means the City of College Station, Texas.
- (3) **Driver** or **Operator** means every person in charge of the operation of a Pedicab whether as owner, agent, servant, or employee of the owner.
- (4) **Overcrowding** means the driver is transporting a greater number of passengers in the Pedicab than has been recommended by the Pedicab manufacturer or in violation of the limits set by this section
- (5) **Owner** or **Operator** means any person who has the control, direction, maintenance, and the benefit of the collection of revenue derived from the operation of Pedicabs on or over the streets of the City whether as owner or otherwise, except "driver" as herein defined.
- (6) **Pedicab.** A tricycle not wider than fifty-four (54) inches at its widest point specifically designed and manufactured to transport passengers
- (7) **Pedicab Service** means the business of offering or providing transportation of persons for hire or for a gratuity in a Pedicab when a driver is furnished as part of the service.
- (8) **Pedicab Service License or License** means the authority granted by the City to operate a Pedicab or Pedicabs and shall authorize an operator of a Pedicab Service.
- (9) **Pedicab Driver Permit** means a permit or license issued by the City to the driver of a Pedicab meeting the qualifications as described within this section.
- (10) **Pedicab Permit** means a permit or license issued by the City to the owner of a Pedicab that has been issued a license by the City to operate within the City, and that Pedicab has met the qualifications as described within this section.
- (11) **Tricycle** means a device that is propelled by human power on which a person may ride and has three wheels in contact with the ground, any of which is more than sixteen (16) inches in diameter.

B. Conduct of Drivers. Drivers at all times shall:

- (1) Act in a reasonable, prudent, and courteous manner.
- (2) Maintain a sanitary and well groomed appearance.
- (3) Not inhale or consume any alcoholic beverage, drug, or other substance that could adversely affect his or her ability to operate a Pedicab.
- (4) Not permit a person other than another employee of the Pedicab Service with a valid Pedicab Driver Permit to operate a Pedicab under his or her control.
- (5) Not permit any person to ride on a place not intended for passengers of the Pedicab.

C. Operation of Pedicabs.

- (1) When travelling on roadways with multiple lanes a Pedicab driver must travel in the right lane, unless the destination requires otherwise.
- (2) Pedicabs may not operate on sidewalks or other pedestrian designated areas.
- (3) Pedicabs may not travel on roadways with a speed limit greater than 35 miles per hour, except for the purpose of crossing the roadway.
- (4) Pedicabs may not stand or park on public roadways for longer than is reasonably necessary to load or unload passengers. All loading of passengers from a roadway must be from the curb lane.
- (5) A pedicab operator may not disrupt pedestrian traffic and must obey all traffic laws of the State of Texas and the City of College Station.
- (6) A Pedicab is limited to a maximum passenger capacity of three (3), excluding the Pedicab driver.

D. Pedicab Service License.

- (1) **License—Required.** It shall be unlawful for any person, individual, firm, or corporation to drive or operate or cause to be driven or operated any Pedicab Service upon or over any street in the City, unless there has first been obtained a license and permit issued by the City as provided in this section.
- (2) **License—Application.**
 - (a) **Application Requirements.** Application for Pedicab License Service within the City shall be filed with the City of College Station Police Department on a form

provided by the City. Applications shall be filed on or before December 1st of each calendar year. The applicant must provide the following information:

- (i) Name of the owner or person seeking the Pedicab License.
 - (ii) Name, address, and telephone number of company or person.
 - (iii) If corporation, name and address of major officers of corporation and major stockholders.
 - (iv) If partnership or association, trade, partnership, or associate name, name and address of partners.
 - (v) If sole proprietorship, name and address of owner.
 - (vi) A statement that the applicant has not been convicted of any felony or other offense involving moral turpitude within the past ten (10) years, which may adversely affect the applicant's ability to provide safe and reliable passenger transportation.
- (b) **Sworn Statement.** The application shall include a sworn statement by the applicant that all information provided in the application is true and correct and shall further state that the City is authorized to require a copy of the applicant's driving record and criminal history - provided by the applicant, if any, of the applicant. The City will investigate the facts stated in the application.
- (c) **License Fee.** Each application must be accompanied by a non-refundable license fee of fifty dollars (\$50.00).
- (d) **Indemnification and Release.** Each license will contain an agreement that the licensee will release and indemnify the City in performance of the Pedicab Service.

E. Revocation or Suspension of Pedicab Service Operator License.

- (1) **Revocation or Suspension.** The Chief of Police may revoke or suspend any license issued under this section upon finding that any Pedicab Service Operator has violated any provision of this section.
- (2) **Notice.** A revocation or suspension shall take effect upon delivery of written notice to the Pedicab Service Operator in person or by certified mail through the United States Postal Service.
- (3) **Appeal.** The Pedicab Service Operator shall have the right to appeal to the City Manager from any such action of the City by delivering such appeal to the City Secretary not more than five (5) days after the action appealed from. In the event the Pedicab service operator shall fail to deliver such notice to the City Secretary within the

time prescribed, the action of the City in revoking or suspending the license shall be final. If the Pedicab service operator timely delivers the notice to the City Secretary, the City Manager or his designee, shall hear the appeal not more than twenty (20) days after the filing of the notice of appeal with the City Secretary.

- (4) A license may be revoked or suspended by the Chief of Police upon the verification of any of the following:
- (a) The Pedicab service operator has been arrested or convicted of a felony or other offense involving moral turpitude, which may adversely affect the operator's ability to provide safe and reliable passenger transportation to the public.
 - (b) The license was obtained by an application in which any material fact was intentionally omitted or falsely stated.
 - (c) The Pedicab Service Operator has persisted in the operation of Pedicabs that are in violation of any law.
 - (d) The Pedicab Service Operator has violated or failed to comply with any of the provisions in this section, any City Ordinance or State Law, or any policies or rules set out pursuant to this section.
 - (e) The Pedicab Service Operator or any agent or employee has been operating the Pedicab Service in a negligent manner.
 - (f) The Pedicab Service Operator has allowed its insurance to be canceled, withdrawn, terminated, or to fall below the minimum prescribed in this section.
 - (g) The Pedicab Service Operator has allowed any of its Pedicabs or equipment to become damaged, deteriorated, or unclean to the extent that it is unsatisfactory for public use.
 - (h) The Pedicab Service Operator is delinquent on any taxes owed to the City or fails to show financial ability to maintain services in compliance with this section.
 - (i) The Pedicab Service Operator has allowed any driver or attendant to drive Pedicabs after conviction of an offense felony or other offense involving moral turpitude, which may adversely affect the operator's ability to provide safe and reliable passenger transportation to the public.

F. Insurance Requirements. Any Applicant for a Pedicab License under this section shall, before any license can be issued, deliver to the City's Risk Management department a certificate of insurance reflecting insurance coverage as provided below.

- (1) **Commercial General Liability.** An Applicant, Owner, or Operator shall keep in full force and effect during the term of the Pedicab service license a policy of commercial

general liability insurance, issued by an insurance company licensed and authorized to do business in the State of Texas, insuring against any injury, loss or damage that may result to any person or property from the operation of such Pedicab or Pedicabs for hire.

- (2) **Notice.** Coverage under such policies shall not be non-renewed, canceled or materially changed until at least thirty (30) days prior written notice has been given to the City of College Station. Passenger liability exclusions are expressly prohibited.
- (3) **General Liability Insurance Minimum Requirements.** General liability insurance with limits of liability of five hundred thousand dollars (\$500,000.00) per occurrence, with an aggregate limit of one million dollars (\$1,000,000.00), covering property damage, bodily injury and personal injury; to secure payment of all lawful and proper claims arising out of the operations of the Pedicab for hire service authorized hereunder.
- (4) **Canceled Policies.** In the event any of the aforementioned required insurance policies are canceled upon the request of the surety or insured, and no insurance policy is filed by the license holder before the cancellation date, the Pedicab service license shall be revoked automatically without further notice.

G. Issuance of License and Term.

- (1) **Issuance.** The Chief of Police or his designee shall issue to each applicant a Pedicab Service License after the applicant has met all requirements of this section.
- (2) **Term.** The Pedicab Service License will be issued for the period beginning January 1st and ending December 31st. Any new license issued during the year shall begin on the date of issuance and end on December 31st of that year. The Pedicab Service License must state the year for which it is valid.

H. City Pedicab Driver Permit.

- (1) **City Pedicab Driver Permit Required.** It shall be unlawful for any person or individual desiring to drive or operate a Pedicab in the City without applying and obtaining a Pedicab Driver Permit.
- (2) **License.** If a person or entity has a valid Pedicab Service Licensee obtained under this section it does not allow any person to drive or operate a Pedicab owned, controlled or operated by the licensee, unless the driver has a valid City Pedicab Driver Permit issued under this section.

I. City Pedicab Driver Permit Application Requirements Application for Pedicab Driver Permit within the City shall be filed with the City of College Station Police Department on a form provided by the City. Applications shall be filed on or before December 1st of each calendar year. The applicant must provide the following information on such form:

- (1) Name, local residence address, date of birth, and telephone number.

- (2) Texas driver license number, expiration date and three-year driving record.
- (3) A sworn statement that the applicant has not been convicted within the past ten (10) years of a felony or the following offenses involving moral turpitude which adversely affects the applicant's ability to provide safe and reliable passenger transportation:
 - (a) Prostitution or related offenses.
 - (b) Driving while intoxicated or under the influence of drugs.
 - (c) Violations of the Controlled Substance Act.
 - (d) Rape, murder, attempted murder, aggravated assault.
 - (e) Theft over five hundred dollars (\$500.00).
 - (f) A felony or other offense involving moral turpitude which may adversely affect the applicant's ability to provide safe and reliable passenger transportation.
- (4) **Sworn Statement.** The application shall include a sworn statement by the applicant that all information provided in the application is true and correct and shall further state that the City is authorized to require a copy of the applicant's driving record and criminal history - provided by the applicant, if any, of the applicant. The City shall investigate the facts stated in the application.
- (5) **Driver Permit Fee.** The fee for driver permits issued prior to June 30th shall be ten dollars (\$10.00). Fees for permits issued on June 30th or there after shall be five dollars (\$5.00). No portion of the fee shall be refunded in the event the permit is terminated prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a five dollar (\$5.00) fee.

J. Issuance of Permit and Term

- (1) **Issuance.** The Chief of Police or his designee shall issue to each applicant a Pedicab Driver Permit after the applicant has met all requirements of this section.
- (2) **Term.** The Pedicab Driver Permit will be issued for the period beginning January 1st and ending December 31st. Any new permit issued during the year shall begin on the date of issuance and end on December 31st of that year. The Pedicab Driver Permit must state the year for which it is valid.

K. Revocation or Suspension of Pedicab Driver Permit.

- (1) Revocation or Suspension.** The Chief of Police may revoke or suspend any permit issued under this section upon finding the permittee has violated any provision of this section.
- (2) Notice.** A revocation or suspension shall take effect upon delivery of written notice to the permittee, in person or by certified mail through the United States Postal Service.
- (3) Appeal.** The permittee shall have the right to appeal to the City Manager from any such action of the City by delivering such appeal to the City Secretary not more than five (5) days after the action appealed from. In the event the permittee shall fail to deliver such notice to the City Secretary within the time prescribed, the action of the City in revoking or suspending the license shall be final. If the permittee timely delivers the notice to the City Secretary, the City Manager or his designee, shall hear the appeal not more than twenty (20) days after the filing of the notice of appeal with the City Secretary.
- (4)** A permit may be revoked or suspended by the Chief of Police upon the verification of any of the following:

 - (a)** The permittee has been arrested or convicted of a felony or other offense involving moral turpitude, which may adversely affect the operator's ability to provide safe and reliable passenger transportation to the public.
 - (b)** The permit was obtained by an application in which any material fact was intentionally omitted or falsely stated.
 - (c)** The permittee has persisted in the operation of Pedicabs that are in violation of any law.
 - (d)** The permittee has violated or failed to comply with any of the provisions in this section, any City Ordinance or State Law, or any policies or rules set out pursuant to this section.
 - (e)** The permittee or any agent hereof has been guilty of operating the Pedicab Service in a negligent manner.
 - (f)** The permittee has allowed any of its Pedicabs or equipment to become damaged, deteriorated, or unclean to the extent that it is unsatisfactory for public use.
 - (g)** The permittee is delinquent on any taxes owed to the City or fails to show financial ability to maintain services in compliance with this section.
 - (i)** The permittee has altered, or cause to be altered the City Pedicab driver permit photograph.

L. Display of Driver Permit.

- (1) No person shall drive or operate a Pedicab within the City, unless the Driver Permit issued by the City is displayed on a conspicuous place inside the Pedicab in view of the passengers. The permit, including the photo shall not be altered in any manner.
- (2) The City of College Station shall provide a laminated permit with a picture of the permittee. A second picture will be kept on file along with the Pedicab Permit application.

M. Pedicab Permits.

- (1) **Pedicab Permit Application.** Application for a Pedicab Permit within the City shall be filed with the City of College Station Police Department on a form provided by the City. The applicant must provide the following information on such form:
 - (a) Name, address, and telephone number of applicant.
 - (b) If a corporation, corporate name, place of incorporation, address and telephone number.
 - (c) If a partnership, name of the partnership, and the names, addresses, and telephone numbers of all partners.
 - (d) Number of the applicant's operating license.
 - (e) Make, model, body style, model year, color of Pedicab, and seating capacity per manufacturer's recommendations.
 - (f) Number and expiration date of Texas license plate number and Texas Pedicab inspection sticker.
 - (g) Pedicab identification number.
 - (h) Owner of Pedicab, if different than applicant.
- (2) **Sworn Statement.** The application shall include a sworn statement by the applicant that all information provided in the application is true and correct. The City shall investigate the facts stated in the application.
- (3) **Fees.** The annual fee for Pedicab Permits issued prior to June 30th shall be ten dollars (\$10.00). Fees for permits issued on June 30th or there after shall be five dollars (\$5.00). The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a five dollar (\$5.00) fee.

- (4) Term, Expiration, and Renewal.** The term of all Pedicab permits are no longer than one (1) year with expiration on December 31st. Renewals shall be applied for in the same manner as specified for the original permit. Renewal permits may be issued during the month of December for expiration on December 31st of the following year.

N. Pedicab Requirements and Inspections.

- (1)** The Permittee, License Holder or driver shall at all times, provide and maintain in good operating condition the following equipment for each pedicab:
- (a)** A headlight capable of emitting a light at a distance of 500 feet or greater, as delegated by the Texas Transportation Code Section 551.104.
 - (b)** Two properly functioning and operating taillights and signal lights.
 - (c)** Rear and side reflective devices.
 - (d)** A properly functioning and operating braking system.
 - (e)** A properly functioning and operating horn.
 - (f)** A rearview mirror.
 - (h)** Sufficient rubber and treading on all wheels.
 - (i)** A slow moving vehicle emblem.
 - (j)** Proof of insurance and city map.
 - (k)** No exposed rust, ripped upholstery or fabric, visible chips or scratches on any painted surface, exposed wood that is not painted and in good condition, or dirt or debris on any surface accessible to passengers.
 - (l)** Seat strap available for passenger use.
 - (m)** A sign on the body of the pedicab stating that name under which the Pedicab is operated. The name must be in letters not less than two and one-half inches in height and five-sixteenths of one inch in width, and must be of solid color that contrasts with the background.
 - (n)** The identification number assigned by the College Station Police Department for the pedicab and the telephone number of the pedicab company shall be displayed on the rear of the pedicab with numerals not less than two and one-half inches in height and five-sixteenths of one inch in width.

- (2) **Inspection of Pedicabs.** No permit shall be issued or reinstated until the Pedicab has been inspected by a City official. An inspection checklist form provided by the City to certify that the Pedicab has fully complied with all requirements thereon shall be completed at that time. Pedicabs are subject to re-inspection at any time by a City official.

O. Revocation and Suspension of Pedicab Permit.

- (1) The Chief of Police may revoke or suspend any permit issued under this section upon finding that any permittee has violated any provisions of this section or any of the following.
 - (a) The permit was obtained by an application of which any material fact was omitted or stated falsely.
 - (b) The permit holder has failed to comply with the provisions of this section or has persisted in permitting his Pedicab to be operated in violation of any law.
- (2) **Notice.** A revocation or suspension shall take effect upon delivery of written notice to the permittee, in person or by certified mail through the United States Postal Service.
- (3) **Appeal.** The permittee shall have the right to appeal to the City Manager from any such action of the City by delivering such appeal to the City Secretary not more than five (5) days after the action appealed from. In the event the permittee shall fail to deliver such notice to the City Secretary within the time prescribed, the action of the City in revoking or suspending the license shall be final. If the permittee timely delivers the notice to the City Secretary, the City Manager or his designee, shall hear the appeal not more than twenty (20) days after the filing of the notice of appeal with the City Secretary.
- (4) **Reinstatement of Suspended permit and Fee.** Pedicab Permits suspended because of failure to comply with the requirements of this section may be reinstated as soon as the Pedicab is brought back into compliance. Application for such reinstatement shall be made in writing to the City on the form provided by the City. The fee for reinstatement shall be five dollars (\$5.00).

P. Offenses.

- (1) It shall be unlawful for any person engaged in the Pedicab business, or driving or operating a Pedicab to overcrowd the Pedicab.
- (2) It shall be unlawful for any Pedicab driver to represent themselves as another Pedicab company.
- (3) It shall be unlawful for any driver of any Pedicab or for any other person acting for the driver to seek or solicit patrons or passengers for any such Pedicab by word or sign,

directly or indirectly, while driving any such Pedicab over, through or on, any public street or public place of the City, or while same is parked on any public street or alley of the City, or to repeatedly or persistently drive any Pedicab through, over, or on, any public street or places in the City, except in response to calls of prospective passengers or while actually transporting passengers therein.

- (4) It shall be unlawful for any officer or employee of the City to accept, or a Pedicab service licensee or employee to offer, either directly or indirectly, any gifts, discounts, or gratuities in association within the provision of Pedicab services.
- (5) It shall be unlawful for a Pedicab driver to receive or discharge passengers in the roadway of any street. It is a defense to this section that said driver drove to the right-hand sidewalk, the extreme right-hand side of the road as nearly as practical, or into a driveway or parking lot for such purposes.
- (6) **Failure to pay fare.** It shall be unlawful for any person to refuse to pay the legal fare of any Pedicab after having hired the same or to hire any Pedicab with intent to defraud the person from whom it is hired of the value of such service.
- (7) It shall be unlawful for any person to violate any part of this section.

Q. Maximum Rate and Display of Rates and Fares.

- (1) **Max Amount.** The maximum Pedicab rate may not exceed \$8.00 per passenger, unless the Pedicab is operated by gratuity only.
- (2) **Posted Amounts.** Rates and fares charged for passengers of the Pedicab shall be posted in a conspicuous place on the inside of each Pedicab for passengers in the front and back seats and on the outside
- (3) **Gratuity.** If the Pedicab is operated on a gratuity only basis, no minimum fare or gratuity may be charged. Posted conspicuously on the Pedicab the following must be clearly visible to the passengers: "No fare or minimum gratuity may be charged by the pedicab driver for passengers. Passengers may offer any amount of gratuity that the passenger believes is appropriate for the ride".
- (4) **Receipt for payment.** It shall be unlawful for the driver of any Pedicab, upon receiving full payment of a fare, to refuse to give a receipt upon the request of the passenger making such payment.

R. Property left in Pedicab and Disposition. It shall be the responsibility of every Pedicab driver to return to the owner any luggage, merchandise, or other property left in the Pedicab whenever possible. If the owner is unknown or cannot be located, the driver shall deliver such articles to his employer with a complete written report as to when it was left in the Pedicab, the circumstances relating thereto and any other information which would assist in

the identification or location of the owner of the article(s). The unclaimed article(s) shall be maintained by the Pedicab license holder for a six-month period prior to disposal.

S. Central point of contact for complaints.

- (1) The College Station Police Department shall be the central point of contact for any complaints or issues regarding Pedicab companies located within in the City. Complainants shall call the Police Department's non emergency phone at 979-764-3600.
- (2) The College Station Police Department's non emergency number shall be posted with the rates and fares inside and outside the Pedicab.
 - (a) The complaint posting shall state "Call the College Station Police Department for Complaints about this Pedicab at 979-764-3600."

October 24, 2013
Consent Agenda Item No. 2k
Northgate Substation Underground Manholes and Conduit System
Bid # 13-097

To: Kathy Merrill, Interim City Manager

From: Timothy Crabb, Director of Electric Utilities

Agenda Caption: Presentation, possible action, and discussion regarding awarding a contract for Northgate Substation Underground Manholes and Conduit System to Power Secure Inc. in the amount of \$455,064.13.

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

Summary: This contract will be for the installation of electric manholes, conduits and bores under Wellborn Road and the Union Pacific Railroad right-of-way to provide the necessary infrastructure for current and future needs in providing reliable electric service to the Northgate and Bio-Corridor areas from the Northgate Substation, which is currently under construction.

Sealed competitive bids were received and open on September 12, 2013 from six (6) companies with Power Secure Inc. being the lowest responsible bidder in the amount of \$455,064.13

Budget & Financial Summary: Funds are budgeted and available in the City of College Station's Electric Utility Department Capital Improvement Project Budget.

Attachments:

1. Bid Tabulation
2. Project Location Map

**Unit Price Schedule For Bid No. 13-097
Northgate Substation Underground Manhole and Conduit System**

					MP Technologies, LLC			
Item No.	Unit No.	Description	Unit	Estimate Quantity	Unit Price Labor	Unit Price Material	Unit Price Total	Extended Price Total
A-1	UMOB	Mobilization, Insurance, Union Pacific Railroad Right-Of-Way Insurance, Bonds and Move-In Related Expenses Not to Exceed 5% of Total Bid. See Section 01 07 13 Of The B/CS Unified Specifications For Unit Description	LS	1	\$34,590.00	\$0.00	\$34,590.00	\$34,590.00
A-2	UTS1	Trench Safety Plan And Trench Safety Plan Implementation, In Place As Detailed and Specified. See Section 31 50 00 Of The B/CS Unified Specifications For Unit Description	LF	2293	\$2.31	\$2.50	\$4.81	\$11,029.33
A-3	Traffic Control	Traffic Control Plan And Traffic Control. See Section 01 55 26 of the B/CS Unified Specifications For Unit Description.	LS	1	\$9,685.20	\$0.00	\$9,685.20	\$9,685.20
A-4	Clear And Grub	Clear, Removal And Disposing of All Vegetation On Construction Site To Install Conduit And Manhole System. See Section 31 11 00 Of The B/CS Unified Specifications For Unit Description.	AC	0.5	\$22,275.96	\$0.00	\$22,275.96	\$11,137.98
A-5	Bore 16"	Labor And Material To Install 16 inch Steel Encasement Pipe By Bore As Shown On Drawings MEI-10161-8 And MEI-10161-17 Of Plans. See Section 31 78 00 Of The B/CS Unified Specifications For Unit Description	LF	664	\$403.55	\$37.35	\$440.90	\$292,757.60
A-6	Pipe Cleaning	Labor And Materials To Clean Debris From And Camera Inspection of Existing 16" Ductile Iron Pipe. This Unit To Include Cutting The Ductile Iron Pipe To Remove End Capps And To Cut To Length Required To Install Electrical Conduit.	LS	1	\$11,299.40	\$0.00	\$11,299.40	\$11,299.40
A-7	UM50-P-2	Labor And Material To Remove And Install 1-2" Schedule 40 PVC Conduit Including Excavation, Sand Backfill, Warning Tape and Natural Fill. To Be Use To Install Manhole 7 As Shown On Drawing MEI-10161-18	LF	35	\$63.36	\$10.47	\$73.83	\$2,584.05
A-8	UM50-P-4A	Labor And Material To Install 2-4" Schedule 40 PVC Conduits Including Excavation, Sand Backfill, Warning Tape and Natural Fill As Shown on Drawing MEI-10161-19 Of Plans Trench Detail N	LF	50	\$63.36	\$11.41	\$74.77	\$3,738.50

Item No.	Unit No.	Description	Unit	Estimate Quantity	Unit Price Labor	Unit Price Material	Unit Price Total	Extended Price Total
A-9	UM50-P-6A-4A-2B(B)	Labor And Material To Install 2-6", 2-4" And 3-2" Schedule 40 PVC Conduits Through 16" Steel Encasement Pipe As Shown on MEI-10161-19 Of Plans Bore Detail G	LF	259	\$63.36	\$21.13	\$84.49	\$21,882.91
A-10	UM50-P-3G-2A(B)	Labor And Material To Install 8-3" And 2-2" Schedule 40 PVC Conduits Through 16" Ductile Iron Pipe As Shown on Drawing MEI-10161-19 Of Plans Bore Detail F	LF	241	\$63.36	\$13.14	\$76.50	\$18,436.50
A-11	UM50-P-3G(B)	Labor And Material To Install 8-3" Schedule 40 PVC Conduits Through 16" Steel Encasement Pipe As Shown on Drawing MEI-10161-19 Of Plans Bore Detail H	LF	405	\$63.36	\$11.65	\$75.01	\$30,379.05
A-12	UM50-P-3(B)	Labor And Material To Install 1-3" Schedule 40 PVC Conduit Through 16" Steel Encasement Pipe. This Unit To Be Used At The Request Of The City To Add Additional Conduits In Casing.	LF	800	\$9.07	\$1.46	\$10.53	\$8,424.00
A-13	UM50-P-2(B)	Labor And Material To Install 1-2" Schedule 40 HDPE Conduit Through 16" Steel Encasement Pipe. This Unit To Be Used At The Request Of The City To Add Additional Conduits In Casing.	LF	800	\$9.07	\$1.10	\$10.17	\$8,136.00
A-14	UM50-P-3C	Labor And Material To Install 4-3" Schedule 40 PVC Conduits Including Excavation, Sand Backfill, Warning Tape and Natural Fill As Shown on Drawing MEI-10161-19 Of Plans Trench Detail A	LF	195	\$63.36	\$16.79	\$80.15	\$15,629.25
A-15	UM50-P-3C-4A	Labor And Material To Install 4-3" And 2-4" Schedule 40 PVC Conduits Including Excavation, Sand Backfill, Warning Tape and Natural Fill As Shown on Drawing MEI-10161-19 Of Plans Trench Detail A1	LF	41	\$63.36	\$9.97	\$73.33	\$3,006.53
A-16	UM50-P-3G	Labor And Material To Install 8-3" Schedule 40 PVC Conduits Including Excavation, Sand Backfill, Warning Tape and Natural Fill As Shown on Drawing MEI-10161-19 Of Plans Trench Detail B	LF	1146	\$63.36	\$11.68	\$75.04	\$85,995.84
A-17	UM50-P-3G-2A	Labor And Material To Install 8-3" And 2-2" Schedule 40 PVC Conduits Including Excavation, Sand Backfill, Warning Tape and Natural Fill As Shown on Drawing MEI-10161-19 Of Plans Trench Detail B2	LF	58	\$63.36	\$13.18	\$76.54	\$4,439.32
A-18	UM50-P-3K	Labor And Material To Install 12-3" Schedule 40 PVC Conduits Including Excavation, Sand Backfill, Warning Tape and Natural Fill As Shown on Drawing MEI-10161-19 Of Plans Trench Detail C	LF	65	\$63.36	\$28.45	\$91.81	\$5,967.65
A-19	UM50-P-3K-4A	Labor And Material To Install 12-3" And 2-4" Schedule 40 PVC Conduits Including Excavation, Sand Backfill, Warning Tape and Natural Fill As Shown on Drawing MEI-10161-19 Of Plans Trench Detail C1	LF	8	\$63.36	\$32.56	\$95.92	\$767.36

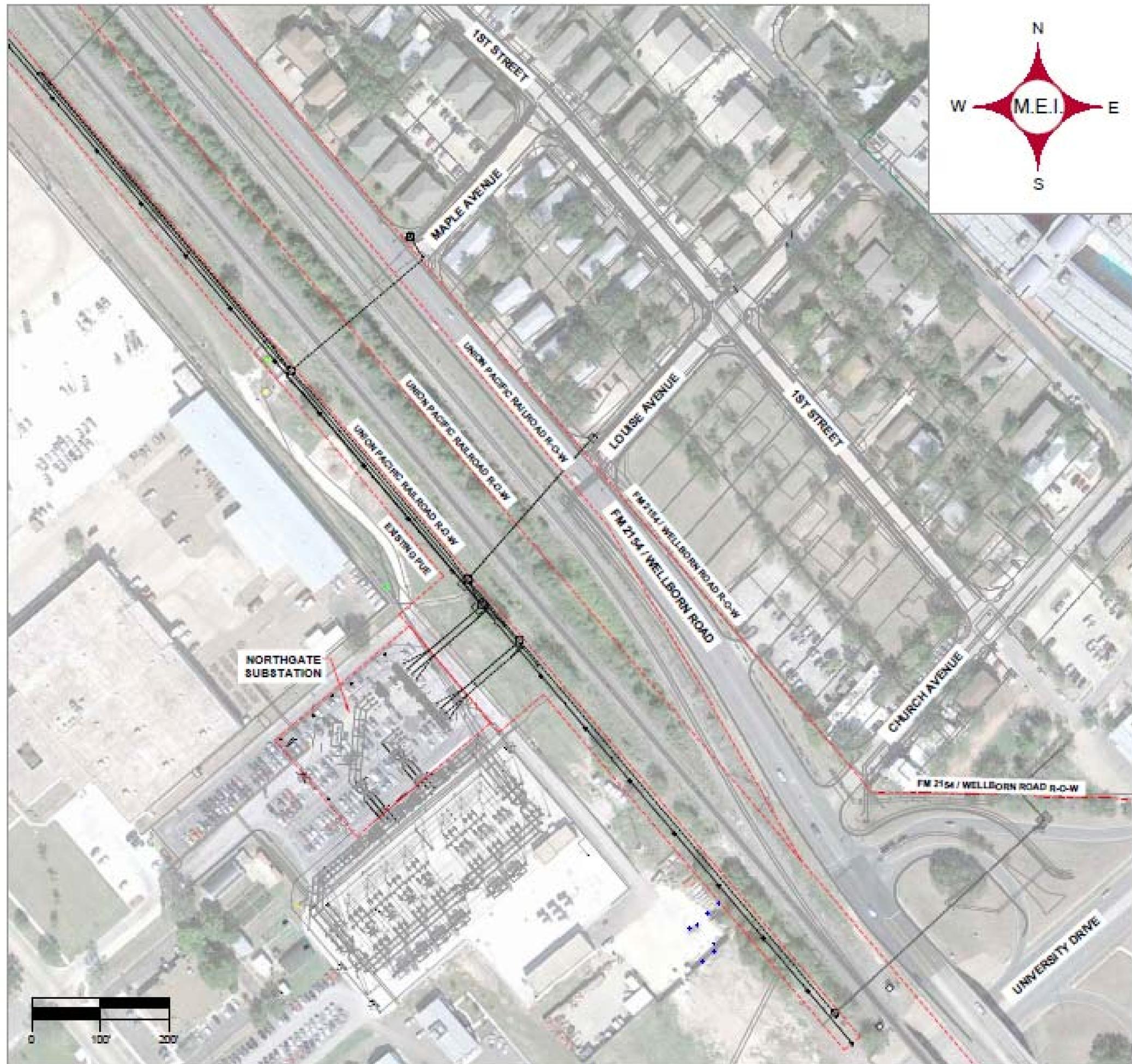
Item No.	Unit No.	Description	Unit	Estimate Quantity	Unit Price Labor	Unit Price Material	Unit Price Total	Extended Price Total
A-20	UM50-P-30	Labor And Material To Install 16-3" Schedule 40 PVC Conduits Including Excavation, Sand Backfill, Warning Tape and Natural Fill As Shown on Drawing MEI-10161-19 Of Plans Trench Detail D	LF	3	\$63.36	\$34.27	\$97.63	\$292.89
A-21	UM50-P-6A-4A	Labor And Material To Install 2-6" and 2-4" Schedule 40 PVC Conduits Including Excavation, Sand Backfill, Warning Tape And Natural Fill As Shown on Drawing MEI-10161-19 Of Plans Trench Detail J	LF	23	\$63.36	\$22.69	\$86.05	\$1,979.15
A-22	UM50-P-6A-4A-2A	Labor And Material To Install 2-6", 2-4" And 2-2" Schedule 40 PVC Conduits Including Excavation, Sand Backfill, Warning Tape And Natural Fill As Shown on Drawing MEI-10161-19 Of Plans Trench	LF	6	\$63.36	\$24.18	\$87.54	\$525.24
A-23	URTB3 (8)	Labor And Materials To Install 8-3" Schedule 40 HDPE Conduits By Directional Boring. As Shown On Drawing MEI-10161-19 Bore Detail L	LF	898	\$242.13	\$14.64	\$256.77	\$230,579.46
A-24	CSUM-MH3	Labor And Material To Install 4-Way Octagonal Manhole As Shown in CSUM-MH3 Detail Drawing On Drawing MEI-10161-21	EA	4	\$15,688.78	\$14,814.01	\$30,502.79	\$122,011.16
A-25	CSUM-MH6	Labor And Material To Install 3-Way Octagonal Manhole As Shown In CSUM-MH6 Detail Drawing On Drawing MEI-10161-21	EA	2	\$15,688.78	\$14,465.45	\$30,154.23	\$60,308.46
A-26	CSUM-CA	Labor And Material to Install (1) Foot Of 36" Inside Diameter Concrete Grade Ring. Grade Rings Will Vary In Height From 6" To 36". Water Tight Joints Will Be Installed Between Grade Rings To Bring Entrance To Surface Grade. As Shown In CSUM-CA Detail Drawing On Drawing MEI-10161-21	LF	34	\$380.12	\$248.98	\$629.10	\$21,389.40
A-27	CSUM-CC	Labor And Materials To Install 36" Diameter Cast Iron Manhole Ring And Cover. As Shown In CSUM-CC Detail Drawing On Drawing MEI-10161-21	EA	6	\$380.12	\$707.09	\$1,087.21	\$6,523.26
A-28	Cable Rack	Labor And Materials To Install Cable Rack In Manholes As Shown In Underground Devices Drawing 90-3174 On Drawing MEI-10161-22	EA	44	\$101.36	\$91.21	\$192.57	\$8,473.08
A-29	Hydro-Mulch	Labor And Material To Install Hydro mulch, Including Grading and Watering to Sub stain Growth. See Section 32 92 13 Of The B/CS Unified Specifications For Unit Description	AC	1.6	\$3,331.71	\$0.00	\$3,331.71	\$5,330.74
A-30	Street Repair	Labor And Materials To Remove And Replace Pavement And Road Base As Shown On Drawing MEI-10161-4. Repair To Be In Accordance To The B/CS Unified Specifications.	LS	1	\$7,602.39	\$3,112.19	\$10,714.58	\$10,714.58
A-31	Sidewalk Repair	Labor And Materials To Remove And Replace Sidewalk As Shown On Drawing MEI-10161-3. Repair To Be In Accordance To The B/CS Unified Specifications.	LS	1	\$5,649.70	\$933.66	\$6,583.36	\$6,583.36

Item No.	Unit No.	Description	Unit	Estimate Quantity	Unit Price Labor	Unit Price Material	Unit Price Total	Extended Price Total
A-32	DVD	Provide DVD Recording Of Project Work Area Prior To Start Of Construction And After Completion Of Construction. See Section 01 30 00 Of The B/CS Unified Specifications For Unit Description	LS	1	\$2,124.52	\$0.00	\$2,124.52	\$2,124.52
A-33	Erosion And Sedimentation Control	Obtaining And Maintaining Erosion And Sedimentation Control. This Unit Is To Include All Silt Fencing, Inlet Protection, Rock Berms And Any Required TCEQ Permits. See Section 31 25 13 Of The B/CS Unified Specifications	LS	1	\$16,142.00	\$4,357.06	\$20,499.06	\$20,499.06
A-34	10' Fence	Remove And Replace 10' Chain Link Fence And Screen. This Unit Is To Remove And Replace 30 Feet Of Existing Chain Link Fence And Screen For Construction Access To Manhole 1 As Shown On Drawing MEI-10161-7	LS	1	\$4,035.50	\$1,244.88	\$5,280.38	\$5,280.38
A-35	6' Fence	Remove And Replace 6' Chain Link Fence And Screen. This Unit Is To Remove And Replace 30 Feet Of Existing Chain Link Fence And Screen For Construction Access To Manhole 6 As Shown On Drawing MEI-10161-12	LS	1	\$4,035.50	\$1,244.88	\$5,280.38	\$5,280.38
A-36 *	UM-PB	Labor To Install 4'x8'x6' Concrete Composite Pull Box As Shown On Drawing MEI-10161-9. This Unit Is To Include Concrete Pad Around Pull Box As Shown On The Pull Box Detail Drawing As Shown On Drawing MEI-10161-24. City To Furnish Pull Box For Installation On This Unit.	EA	1	\$6,161.14	\$0.00	\$6,161.14	\$6,161.14
A-37	UM-PB-COMM	Labor And Material To Install 30"X48"X24" Concrete Composite Pull Box As Shown On Drawing MEI-10161-17. This Unit Is To Include Concrete Apron Around Pull Box As Shown On The Pull Box Detail Drawing As Shown On Drawing MEI-10161-23.	EA	1	\$1,441.25	\$1,846.15	\$3,287.40	\$3,287.40
A-38	UM-GND	Labor And Material To Install Ground Rods And Grounding Conductor In Manhole And Pull Boxes As Shown On UM-GND Detail Drawing On Drawing MEI-10161-25.	EA	7	\$40.36	\$47.89	\$88.25	\$617.75
TOTAL FOR GROUP A					1,097,847.88			

* City to Furnish Pull-Box

Bid Certification	Y
Addendum Acknowledged	Y
Bid Bonds	Y
Attended the Mandatory Pre-Bid	Y

Item No.	Unit No.	Description	Unit	Estimate Quantity	Unit Price Labor	Unit Price Material	Unit Price Total	Extended Price Total
		Exceptions			Included the cost of the pull box in line A-36. Cost removed and corrected totals are highlighted in blue.			



VICINITY MAP
SCALE 1" = 200'-0"

October 24, 2013
Consent Agenda Item No. 2L
Annual Pad-Mount Equipment Repair and Restoration
Bid #099

To: Kathy Merrill, Interim City Manager

From: Timothy Crabb, Director of Electric Utilities

Agenda Caption: Presentation, possible action, and discussion regarding awarding a contract for Annual Pad-Mount Equipment Repair and Restoration to Utility Restoration Services Inc. in the amount of \$102,370.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

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

Summary: Last year, College Station Utilities (CSU) began a program designed to extend the life of pad-mounted electrical equipment such as transformers, junction boxes, and switchgear by addressing items such as rust repair, painting, removal of fire ant mounds, and leveling the devices in the field. This contract will provide the necessary inspections and repair of electric pad-mounted equipment as funded in the 2013 budget. Performing this preventative maintenance on the pad-mounted equipment will prevent premature failures and will reduce the number of devices which have to be replaced each year while providing better customer service by eliminating extended outages to the customers served from these devices. This contract will perform repairs as need on approximately 230 units. CSU plans to continue this program annually with inspections and repairs being performed in areas based on date of installation and reported problems.

Sealed competitive bids were received from two (2) firms with the summary of the results as follows:

Utility Restoration Services Inc.	\$102,370.00
Power Secure Inc.	\$281,583.00

Budget & Financial Summary: Funds are budgeted and available in the Electric Capital Improvement Project Budget.

Attachments:

1. Bid Tab



City of College Station - Purchasing Division
Bid Tabulation for #13-099
"Annual Pad-Mount Equipment Repair and Restoration"
Open Date: Wednesday, September 18, 2013 @ 2:00 p.m.

SINGLE-PHASE PAD-MOUNTED EQUIPMENT ASSEMBLY UNIT PRICES				Power Secure, Inc.		Utility Restoration Services	
				Unit Price	Extended Price	Unit Price	Extended Price
Item	Description	Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price
BCJB	Contractor to furnish labor and material to apply epoxy base coat to one (1) single-phase pad-mount junction box.	1	Ea	\$85.00	\$85.00	\$100.00	\$100.00
BCT	Contractor to furnish labor and materials to apply epoxy base coat to (1) one single-phase pad-mount transformer.	120	Ea	\$115.00	\$13,800.00	\$80.00	\$9,600.00
Brush	Contractor to furnish labor and materials to remove all brush and debris located within (5) five feet of the sides or back and (10) ten feet in front of pad-mount transformer. This unit to be paid per transformer.	40	Ea	\$225.00	\$9,000.00	\$50.00	\$2,000.00
D1	Contractor to furnish labor to remove all debris inside (1) one single-phase pad-mount transformer or junction box bib level and below. This removal includes but is not limited to insects, rodents, animals, nests, fire ants, etc.. City will furnish fire ant or insect preventative agent for the Contractor to install inside the transformer or junction box.	130	Ea	\$78.00	\$10,140.00	\$40.00	\$5,200.00
D2	Contractor to furnish labor to remove all debris inside (1) one single-phase pad-mount transformer or junction box bib level and above. This removal includes but is not limited to insects, rodents, animals, nests, fire ants, etc.. City will furnish fire ant or insect preventative agent for the Contractor to install inside the transformer or junction box.	60	Ea	\$78.00	\$4,680.00	\$60.00	\$3,600.00
Decal	Contractor to furnish labor to remove and replace all warning decals and identification number on (1) one single-phase pad-mount transformer. Should the existing decals and identification number be missing on the existing transformer, new identification shall be placed on the refurbished transformer or junction box. City will furnish all decals and identification numbers required to be installed.	220	Ea	\$65.00	\$14,300.00	\$5.00	\$1,100.00
Fence	Contractor to furnish labor and materials to remove and re-install steel decorative fence as necessary to restore and paint pad-mount transformer. This unit to be paid by lineal foot of existing fence.	50	LF	\$20.00	\$1,000.00	\$10.00	\$500.00
Landscape	Contractor to furnish labor and materials to remove all landscape bushes, shrubs and trees located within (5) five feet of the side or back and (10) ten feet in front of pad-mount transformer. This unit is to be paid per transformer.	25	Ea	\$225.00	\$5,625.00	\$50.00	\$1,250.00
Leveling	Contractor to furnish labor and materials to level (1) one existing single-phase pad.	120	Ea	\$225.00	\$27,000.00	\$40.00	\$4,800.00
MR	Contractor to furnish labor and materials to repair and restore all corrosion holes and divots on a pad-mount transformer or junction box. This unit to be paid by square foot of repair.	240	SF	\$40.00	\$9,600.00	\$32.00	\$7,680.00
PB	Contractor to furnish labor and materials to replace (1) one missing or defective penta head bolt on (1) one single-phase pad-mount transformer or junction box.	20	Ea	\$43.00	\$860.00	\$10.00	\$200.00
PBA	Contractor to furnish labor and materials to replace (1) one damaged penta head bolt and locking assembly on (1) single-phase pad-mount transformer or junction box.	13	Ea	\$56.00	\$728.00	\$80.00	\$1,040.00



City of College Station - Purchasing Division
Bid Tabulation for #13-099
"Annual Pad-Mount Equipment Repair and Restoration"
Open Date: Wednesday, September 18, 2013 @ 2:00 p.m.

				Power Secure, Inc.		Utility Restoration Services	
PL	Contractor to furnish labor to add or replace (1) one pad lock on pad-mount transformer or junction box. City to furnish pad lock.	120	Ea	\$15.00	\$1,800.00	\$1.00	\$120.00
R4"	Contractor to furnish labor and materials to raise (1) one existing single-phase pad up to existing grade. This unit includes raising the pad up to 4". Top of pad to be 2" above existing ground line.	110	Ea	\$560.00	\$61,600.00	\$50.00	\$5,500.00
R6"	Contractor to furnish labor and materials to raise (1) one existing single-phase pad 4.1"-6" to existing grade. This unit includes raising the pad from 4-1" to 6". Top of pad to be 2" above existing ground line.	50	Ea	\$750.00	\$37,500.00	\$60.00	\$3,000.00
RC	Contractor to furnish labor and materials to apply rust converter to effected areas on (1) one single-phase pad-mount transformer or junction box.	120	Ea	\$65.00	\$7,800.00	\$45.00	\$5,400.00
RR	Contractor to furnish labor and materials to remove all rust and loose debris accumulated on metal services of (1) one single-phase pad-mount transformer or junction box.	180	Ea	\$55.00	\$9,900.00	\$100.00	\$18,000.00
TCJB	Contractor to furnish labor and material to apply epoxy top coat to one (1) single-phase pad-mount junction box.	1	Ea	\$85.00	\$85.00	\$80.00	\$80.00
TCT	Contractor to furnish labor and materials to apply epoxy top coat to (1) one single-phase pad-mount transformer.	180	Ea	\$85.00	\$15,300.00	\$80.00	\$14,400.00
UM6-4-2a	Contractor to furnish labor to install and connect fault indicator to single-phase pad-mount transformer (Skirt pre-drilled). See Assembly Drawing.	60	Ea	\$95.00	\$5,700.00	\$40.00	\$2,400.00
UM6-4-2b	Contractor to furnish labor to install and connect fault indicator to single-phase pad-mount transformer (Including Drilling Skirt). See Assembly Drawing.	120	Ea	\$100.00	\$12,000.00	\$55.00	\$6,600.00
TOTAL SINGLE-PHASE PAD-MOUNTED EQUIPMENT				\$248,503.00		\$92,570.00	
J-BOX & THREE-PHASE PAD-MOUNTED TRANSFORMERS ASSEMBLY UNIT PRICES							
Item	Description	Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price
3PH-75-500	Three phase 75 KVA to 500 KVA. Treat rust areas and paint with base & top coat epoxy outside and inside compartment areas where possible and re-install decals and numbers.	6	Ea	\$2,600.00	\$15,600.00	\$750.00	\$4,500.00
3PH-750-2500	Three phase 750 KVA to 2500 KVA. Treat rust areas and paint with base & top coat epoxy outside and inside compartment areas where possible and re-install decals and numbers.	2	Ea	\$3,190.00	\$6,380.00	\$1,000.00	\$2,000.00
3PH- J-BOX	Three phase J-Box Treat rust areas and paint with base & top coat epoxy outside and inside	2	Ea	\$2,250.00	\$4,500.00	\$300.00	\$600.00
TOTAL THREE-PHASE PAD-MOUNTED EQUIPMENT				\$26,480.00		\$7,100.00	
SINGLE PHASE & THREE-PHASE POLE-MOUNTED TRANSFORMERS ASSEMBLY UNIT PRICES							
Item	Description	Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price
1PH & 3PH-75-167	Single phase and three phase 75 KVA to 167 KVA. Treat rust areas and paint with base & top coat epoxy outside and inside compartment areas where possible and re-install decals and numbers.	12	EA	\$550.00	\$6,600.00	\$225.00	\$2,700.00
TOTAL POLE-MOUNTED EQUIPMENT				\$6,600.00		\$2,700.00	
GRAND TOTAL				\$281,583.00		\$102,370.00	
Bid Certification				Y		Y	
Addendum Acknowledged				Y		Y	
Bid Bond				Y		Y	

October 24, 2013
Consent Agenda Item No. 2m
Purchase of Additional Radio Console
for Utility Dispatch Operations

To: Kathy Merrill, Interim City Manager

From: Timothy Crabb, Director of Electric Utilities

Agenda Caption: Presentation, possible action, and discussion regarding the approval of the purchase of an additional radio console and related equipment for the Utility Dispatch Operations Center from Motorola Solutions in the amount of \$63,503.64 for the purpose of expanding communication capabilities.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation: Staff recommends approval of the purchase of an additional radio console. The radio console has been priced with Motorola, our existing radio system manufacturer.

Summary: : In May 2010, the City of College Station was required to self-certify as an electric Transmission Operator (TOP) by the North American Electric Reliability Corporation (NERC). As a result of this certification the City of College Station must become compliant with Critical Infrastructure Protection (CIP) and Emergency Preparedness and Operations (EOP) reliability standards established by NERC. One of the standards requires 24 hr monitoring of the bulk electric system (BES).

The purchase and installation of this equipment will allow communications for the Water and Electric departments to be separately monitored and controlled to eliminate cross talk which could affect the Operators focus on critical or emergency situations. It will also improve communication capability required for the safety of Water Utility employees when entering confined spaces. The equipment listed in this contract is necessary for the 24/7/365 mission critical operation of Utility Dispatch.

Budget & Financial Summary: The cost of this equipment will be split between the Electric Fund, the Water Fund and the Wastewater Fund as the Dispatch Operations Center provides service for each.

Reviewed and Approved by Legal: Yes

Attachment:

1. Contract available in City Secretary's office.

October 24, 2013
Consent Agenda Item No. 2n
HOME Investment Partnership Funding Agreement with Bryan-College Station
Habitat for Humanity, Inc.

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding a funding agreement for a grant of HOME Investment Partnership funds to B/CS Habitat for Humanity, Inc in the amount of \$65,000 for the construction of two affordable single-family homes at 1117 Phoenix.

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

Recommendation(s): Staff recommends approval.

Summary: The federal HOME Investment Partnership Program provides assistance to income qualified households by providing funds for a variety of affordable housing activities. In June 2011, Council directed staff to expand its partnership with B/CS Habitat for Humanity by providing HOME Investment Partnership funds to enable Habitat for Humanity to build affordable housing in College Station. The City executed a funding agreement in October of 2011 that has enabled Habitat for Humanity to complete three homes and purchase additional land for the development of two additional homes. With these funds, Habitat for Humanity has acquired a plot at 1117 Phoenix that will be subdivided into two lots. The funds from the original contract have been exhausted and additional funds are sought to enable Habitat for Humanity to complete the construction the two additional homes.

This agreement designates funds for expenses related to the construction of the two homes. In addition, the exterior of the homes must be a minimum of 25% masonry and must have a garage.

This agreement grants \$65,000.00 of unobligated Program Year 2010 HOME funds to Habitat for Humanity for the production of affordable homes available to low and moderate-income households. These funds will be provided to Habitat for Humanity on a reimbursement basis.

Budget & Financial Summary: Funds are budgeted and available through the Community Development FY 2013 (PY 2010) federal HOME Investment Partnership Program budget. These funds were approved by Council for these activities in the 2012 Action Plan and 2010 – 2014 Consolidated Plan. HOME grant funds are required to be allocated within 24 months of the grant year and expended within 4 years.

Reviewed and Approved by Legal: Yes

Attachments:

1. HOME Investment Partnership Funding Agreement with Bryan-College Station Habitat for Humanity, Inc.

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

I. PARTIES

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

II. AGREEMENT PERIOD

2.01 This agreement will terminate on September 30, 2015, unless extended by a written agreement. This agreement will remain valid throughout the "Period of Affordability" as defined in 22.02.

III. RECIPIENT PERFORMANCE

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

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

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

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

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

IV. PAYMENT AND CITY OBLIGATIONS

4.01 Measure of Liability. In consideration of full and satisfactory performance of the activities referred to in Article V of this agreement, City may pay for actual and reasonable costs up to the amount of **SIXTY FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00)** that will be paid from the Fiscal Year 2013 Community Development Budget (HUD Grant Year 2010). These costs incurred by Recipient during the agreement period for performances rendered under this agreement by Recipient are subject to the limitations set forth in this Article IV.

- (a) The Parties agree that City's obligations to meet City's liabilities under Article IV of this agreement are contingent upon the actual receipt of adequate local or federal funds. If adequate funds are not available to make payments under this agreement, the City shall notify Recipient in writing within a reasonable time after it is determined funds are not available. The City shall then terminate this agreement and will not be liable for failure to make payments to Recipient under this agreement.
- (b) City shall not be liable to Recipient for any costs incurred by Recipient, or any portion thereof, which have been paid to Recipient or which are subject to payment to Recipient, or which have been reimbursed to Recipient, or are subject to reimbursement to Recipient, by any source other than City or Recipient.
- (c) City shall not be liable to Recipient for any costs incurred by Recipient which are not eligible project costs, as set forth in 24 C.F.R. § 92.206(A) and Article VI of this agreement. Funds provided under this agreement shall not be used nor shall City be liable for payment of costs associated directly or indirectly incurred because of prohibited activities as defined in 24 C.F.R. § 92.214.
- (d) City shall not be liable to Recipient for any costs incurred by Recipient or for any performances rendered by Recipient which are not strictly in accordance with the terms of this agreement, including the terms of the Exhibits of this agreement.
- (e) City shall not be liable for costs incurred or performance rendered by Recipient before commencement or after termination of this agreement.

4.02 Limit of Liability

- (f) **Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by City under this Agreement shall under no circumstances exceed Sixty Five Thousand and 00/100 Dollars, (\$65,000.00), from the HUD Grant Year 2010 Budget.**

V. DISBURSEMENT OF FUNDS

5.01 City shall pay costs incurred which it determines are eligible and which are properly submitted under this agreement in accordance with the requirements of 24 C.F.R. § 92.502. Recipient may not request disbursement of funds under this agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount of money needed to pay eligible costs actually incurred, and may not include amounts for prospective or future needs.

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

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

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

6.01 Recipient shall comply with the requirements of OMB Circular Number A-122 "COST PRINCIPLES FOR NON PROFIT ORGANIZATIONS", OMB Circular Number A-110 "UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND OTHER AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON PROFIT ORGANIZATIONS", and 24 C.F.R. Part 84 "UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON PROFIT ORGANIZATIONS", and any other OMB Circulars which may apply either prospectively or retroactively. Recipient nonprofit organization must comply with applicable OMB Circulars pursuant to 24 C.F.R. § 92.505 and any other applicable regulations.

VII. RETENTION AND ACCESSIBILITY OF RECORDS

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

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

- (a) If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been finally resolved,

including all legal and administrative appeals.

- (b) Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 C.F.R. § 92.353.

7.03 Recipient shall give HUD, the Comptroller General of the United States, the City of College Station, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Recipient pertaining to this agreement. Such rights to access shall continue as long as the records are retained by Recipient. Recipient agrees to maintain such records in a location accessible to the above-named persons and entities.

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

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

VIII. REPORTING REQUIREMENTS

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

8.02 Recipient shall provide City with all reports necessary for City's compliance with 24 C.F.R. §§ 92.508, 92.509 and 24 C.F.R. SUBPART K or any other applicable statute, law or regulation. Recipient agrees to furnish the City with information on program participants, including: income verifications, race, ethnicity, age, sex, family status, disability status and head-of-household status.

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

8.04 Recipient will also report any instances of client fraud or program abuse to the City. Recipient agrees to meet with the City to discuss progress or concerns as the need arises and at the City's request.

8.05 Recipient agrees to report on a semi-annual basis to the City on program or project status. This must be a written report of the status on recently completed, ongoing, and pre-approved programs or projects and must include information for the reporting period to include the status on: applicant approvals/denials; projects/programs approved; fund disbursements; project bidding information; property sales; contractor/subcontractors utilization to include: race, sex, ethnicity, addresses, social security numbers and amounts billed and paid; use of program income, repayments, and recaptured funds; and other information as specified by the City.

8.06 In addition to the limitations on liability otherwise specified in this agreement, it is expressly understood and agreed by the Parties hereto that if Recipient fails to submit to City in a timely and satisfactory manner any report required by this agreement, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Recipient hereunder. If City withholds such payments, it shall notify Recipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by City until such time as Recipient fully cures or performs any and all delinquent obligations identified as the reason funds are withheld.

IX. MONITORING

9.01 The City reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this agreement. After each monitoring visit, City shall provide Recipient with a written report of the monitor's findings. If the monitoring reports note deficiencies in Recipient's performances under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by Recipient. Failure by Recipient to take action specified in the monitoring report may be cause for suspension or termination of this agreement, as provided in Article XVIII and XIX of this agreement.

X. INDEPENDENT CONTRACTOR

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

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

10.03 Unless otherwise stipulated, the Recipient shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other

services necessary or reasonably incidental to the performance of the work by the Recipient. It shall be the responsibility of the Recipient to furnish a completed work product that meets the requirements of the City.

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

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

XI. INDEMNIFICATION, RELEASE, AND INSURANCE

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

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

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

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

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

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

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

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

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

11.03 The indemnification obligations of the Recipient under this section shall not extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

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

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

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

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

Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached as **Exhibit G**.

XII. SUBCONTRACTS

12.01 Except for subcontracts to which the federal labor standards requirements apply, Recipient may not subcontract for performances of any obligation required or described in this agreement without obtaining City's prior written approval. Recipient shall only subcontract for performance obligations required or described in this agreement to which the federal labor standards requirements apply after Recipient has submitted a Subcontractor utilization form, as specified by City, for each such proposed subcontract and Recipient has obtained City's prior written approval, based on the information submitted, of Recipient's intent to enter into such proposed subcontract. Recipient, in subcontracting for the performance of any obligation required as described in this agreement, expressly understands that in entering into such subcontracts, City is in no way liable to Recipient's subcontractor(s).

12.02 In no event shall any provision of this Article XII, specifically the requirement that Recipient obtain City's prior written approval of a subcontractor's eligibility, be construed as relieving Recipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this agreement, as if such performances rendered were rendered by Recipient. City's approval under Article XII does not constitute adoption, ratification, or acceptance of Recipient's or subcontractor's performance hereunder. City maintains the right to insist upon Recipient's full compliance with the terms of this agreement, and by the act of approval under Article XII, City does not waive any rights or remedies which, may exist or which may subsequently accrue to City under this agreement.

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

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

XIII. CONFLICT OF INTEREST

13.01 No person who (a) is an employee, agent, consultant, officer or elected or appointed official of City or of any applicant that receives funds and who exercises or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this agreement or (b) who is in a position to participate in a decision-making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a HOME assisted activity, or have an interest in any agreement, subcontract or agreement (or the proceeds thereof) with respect to a HOME assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Recipient shall ensure compliance with applicable provisions under 24 C.F.R. §§ 84.40 - 84.48 and OMB Circular A-110 in the procurement of property and services.

XIV. NONDISCRIMINATION AND SECTARIAN ACTIVITY

14.01 Equal Opportunity. Recipient shall ensure that no person shall on the grounds of race, color, religion, sex, handicap, family status, age, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this agreement. In addition, funds provided under this agreement must be made available in accordance with the requirements of Section 3 of the HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 USC 1701(u)) that:

(a) To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds provided under this agreement be given to low-income persons residing within the general local government area in which the project is located; and

(b) To the greatest extent feasible, agreements for work to be performed in connection with any such project be awarded to business concerns, including, but not limited to, individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan area as the project.

14.02

Faith-based activities. Organization that are religious or faith-based are eligible, on the same basis as any other organization, to participate in HOME program in accordance with the requirement of 24 C.F.R. § 92.257.

XV. LEGAL AUTHORITY

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

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

15.03 Recipient shall not employ, award agreement to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by U.S. Department of Housing and Urban Development. In addition, City shall have the right to suspend or terminate this agreement if Recipient is debarred, suspended, proposed for debarment, or ineligible to participate in the HOME Program.

XVI. LITIGATION AND CLAIMS

16.01 Recipient shall give City immediate notice in writing of a) any action, including any proceeding before an administrative agency, brought or filed against Recipient in connection

with this agreement; and b) any claim against Recipient. Except as otherwise directed by City, Recipient shall furnish immediately to City copies of all documents received by Recipient with respect to such action, proceeding, or claim.

XVII. CHANGES AND AMENDMENTS

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

17.02 It is understood and agreed by the Parties hereto that any performance under this agreement must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to City by Recipient, and the assurances and certifications made to the United States Department of Housing and Urban Development by the City with regard to the operation of the HOME Program.

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

XVIII. SUSPENSION

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

XIX. TERMINATION

19.01 The City may terminate this agreement in whole or in part, in accordance with 24 C.F.R. § 85.43 and this Article or as provided in this agreement. In the event Recipient materially fails as determined by City, to comply with any term of this agreement, whether stated in a Federal statute or regulation, an assurance, in a City plan or application, a notice of award, or elsewhere, City may take one or more of the following actions:

- (a) Temporarily withhold cash payments pending correction of the deficiency or default by the Recipient.
- (b) Disallow all or part of the cost of the activity or action not in compliance; and require immediate repayment of such disallowed costs.
- (c) Withhold further HOME awards from Recipient.
- (d) Exercise other rights and remedies that may be legally available as determined by the

City to comply with the terms of this agreement.

- (e) City may terminate this agreement for convenience in accordance with 24 C.F.R. § 85.44.

XX. AUDIT

20.01 Unless otherwise directed by City, Recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this agreement, subject to the following conditions and limitations:

- (a) Recipient shall have an audit made in accordance with 24 C.F.R. § 92.506, THE SINGLE AUDIT ACT OF 1984, 31 U.S.C. 7501, and OMB Circular No.133, "AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS", for any of its fiscal years included within the agreement Period, in which Recipient receives more than \$300,000.00 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of State and local government;
- (b) At the option of Recipient, each audit required by this Article may cover either Recipient's entire operations or each department, agency, or establishment of Recipient which received, expended, or otherwise administered federal funds;
- (c) Notwithstanding paragraphs 4.01(c) and (d), Recipient shall utilize operating expense funds budgeted under this agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by City under this agreement, provided however that City shall not make payment for the cost of such audit services until City has received the complete and final audit report from Recipient;
- (d) Unless otherwise specifically authorized by City in writing, Recipient shall submit the complete and final report of such audit to City within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each fiscal period included within the period of this agreement. Audits performed under Subsection A of this Article XX are subject to review and resolution by City or its authorized representative.
- (e) As part of its audit, Recipient shall verify expenditures according to the Budget attached as **Exhibit B**.

20.02 Notwithstanding 20.01 City reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this agreement. Recipient agrees to permit City or its authorized representative to audit Recipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

20.03 Recipient understands and agrees that it shall be liable to City for any costs disallowed

pursuant to financial and compliance audit(s) of funds received under this agreement. Recipient further understands and agrees that reimbursement to City of such disallowed costs shall be paid by Recipient from funds which were not provided or otherwise made available to Recipient under this agreement.

20.04 Recipient shall take all necessary actions to facilitate the performance of such audit or audits conducted pursuant to this Article XX as City may require of Recipient.

20.05 All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

XXI. ENVIRONMENTAL CLEARANCE REQUIREMENTS

21.01 Recipient understands and agrees that by the execution of this agreement, City shall assume the responsibilities for environmental review, decision making, and other action which would otherwise apply to City in accordance with and to the extent specified in 24 C.F.R., PARTS 50 AND 58. In accordance with 24 C.F.R. § 58.77(b), Recipient further understands and agrees that City shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

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

21.03 City shall prepare and maintain a written Environmental Review Record for this project in accordance with 24 C.F.R. PART 58 to ensure compliance with the NATIONAL ENVIRONMENTAL POLICY ACT (NEPA). Recipient must also maintain a copy of the Environmental Review Record in Recipient's project file. City must comply with all other applicable environmental requirements as specified in **Exhibit D** of this agreement. City shall document its compliance with such other requirements in its environmental review file.

XXII. SPECIAL CONDITIONS

22.01 City shall not release any funds for any costs incurred by Recipient under this agreement until City has received certification from Recipient that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for funds provided under this agreement. City shall specify the content and form of such certification.

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

§ 92.254 and the HOME rules as applicable.

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

22.03 Recapture. The HOME investment that is subject to recapture is based on the amount of HOME assistance that enabled the homebuyer to buy the dwelling unit. This includes any HOME assistance that reduced the purchase price from fair market value to an affordable price. The cost of construction is not considered in this calculation. Recaptured funds will include the amount provided through the City's Down Payment Assistance Program and the Recipient's subsidy to the homebuyer equaling the difference between the fair market value and the sales price of the home. Recipient agrees that Recipient's recaptured funds, including all interest and any other return on the investment of HOME funds, will be made to City pro-rata. The formula for Recipient's recaptured funds is the funds received which are subject to recapture divided by the number of months in the period of affordability multiplied by the number of months that a home is not operated in accordance with the affordability requirement.

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

22.05 Affirmative Marketing. Should funds from this agreement be used in the construction of five (5) or more dwelling units, Recipient shall adopt Affirmative Marketing procedures and requirements. The Affirmative Marketing procedures and requirements shall include, but need not be limited to, those specified in 24 C.F.R. § 92.351. City will assess the efforts of the Recipient during the marketing of the units by use of compliance certification. Where a Recipient fails to follow the Affirmative Marketing procedures and requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the City may deem necessary. Recipient must provide City with an annual assessment of the Affirmative Marketing program of the development, if an Affirmative Marketing program is required under this section. The assessment must include:

- (a) Method used to inform the public and potential residents about Federal Fair Housing laws and Affirmative Marketing policy. Recipient's advertising of housing must include the Equal Housing Opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or signage. Recipient may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.
- (b) Records describing actions taken by the Recipient to affirmatively market housing and records to assess the results of these actions. Recipient must maintain a file containing all marketing efforts (i.e. copies of newspapers ad, memos of phone calls, copies of letters) to be available for inspection at least annually by City.

- (c) Recipient shall solicit applications for housing from persons in the housing market who are least likely to apply for housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the housing is located shall be considered those least likely to apply.
- (d) Recipient shall maintain a listing of all residents residing in each home through the end of the compliance period.
- (e) The Recipient will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in the preceding paragraph.

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

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

22.08 Flood Hazards. Funds provided under this agreement may not be used in connection with acquisition, rehabilitation, or construction of a development located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards.

22.09 Fair Housing. Recipient participating in the HOME program shall use affirmative fair housing marketing practices in determining eligibility and concluding all transactions. These requirements apply to all projects of five (5) or more units. Each participating entity must affirmatively further fair housing in accordance with 24 C.F.R. § Part 100.

22.10 Displacement, Relocation, and Acquisition. Recipient must ensure that it has taken all

reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this agreement. Recipient must comply with the applicable provisions of 24 C.F.R. 92.353, 49 C.F.R. Part 24, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655).

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

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

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

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

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

XXIII. ORAL AND WRITTEN AGREEMENTS

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

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

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

Article XXIV. VENUE

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

Article XXV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Recipient shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of Recipient under this agreement. Upon request by City, Recipient shall furnish satisfactory proof of its compliance herein.

**HABITAT FOR HUMANITY, INC.
RECIPIENT**

By: [Signature]
Printed Name: Marc Mainz
Title: Executive Director
Date: 10/10/2013

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:
[Signature]
City Attorney
Date: 10-13-13

Executive Director Business Services
Date: _____

**EXHIBIT A
PERFORMANCE STATEMENT**

BRYAN/COLLEGE STATION HABITAT FOR HUMANITY

1. Recipient is awarded up to \$65,000.00 from the City of College Station FY 2013 (HUD Grant Year 2010) HOME Investment Partnerships Program. These funds must be used for the **construction of at least two new affordable, single family residences in the City of College Station. Homes must be sold to low- and moderate-income families.**
2. **The homes constructed shall be of a design approved by the City. The exterior of the homes must be a minimum of 25% brick and must have a garage if lot size permits. All homes must meet deed restriction requirements and meet the characteristics of the neighborhood. All homes must be inspected and approved by City staff.**
3. A detailed Project Budget and cost breakdown shall be submitted by the Recipient to the City for review of each project for a cost or price analysis prior to the start of the project.
4. A final budget shall be submitted with HOME close-out information at the end of each project showing total costs and funding sources.
5. All work must be in compliance with current City of College Station Building Codes. Recipient shall dedicate all easements required by City including blanket easements which shall be substituted with as-built easements for all City utilities. All Projects must be substantially completed within two (2) years of the date of this agreement.
6. All required permits must be obtained prior to any work commencing. All required inspections must be performed by the City of College Station Building Inspectors.
7. Recipient must provide written notification of all subcontractors to City.
8. Upon completion of such construction Recipient must submit a copy of all receipts paid. At that point, the City will have 30 days to make payment on said receipts, not to exceed maximums established in **Exhibit B**, Budgets.
9. Within six (6) months from issuance of the Certificate of Occupancy, said HOME unit must be occupied by an eligible resident. Recipient is not prohibited from conducting a background check on credit history or criminal history.
10. Any program income, recaptured funds, or repayment of any funds must be immediately returned to the City of College Station. In the event that there is program income, repayments, and/or recaptured funds, the funds must be used in accordance with the requirements of 24 C.F.R. § 92.503. Recaptured funds will be subject to 24 C.F.R. § 92.254 (a)(5)(ii)(A)(2) reduced during affordability period, prorated monthly.

**EXHIBIT B
BUDGET**

BRYAN/COLLEGE STATION HABITAT FOR HUMANITY

SOURCES OF FUNDS:

Maximum Proceeds of grant under the agreement \$65,000.00

USES OF FUNDS:

Eligible Construction Costs \$65,000.00
Two single-family homes at 1117 Phoenix – a plot to be subdivided into two lots)

An additional Project Budget will be supplied to and approved by the City of College Station prior to any expenditure to be reimbursed by HOME funds.

EXHIBIT C
PROJECT IMPLEMENTATION SCHEDULE

AGREEMENT START DATE: November 1, 2013

AGREEMENT END DATE: September 30, 2015

Construction Phase – Construction for this project is scheduled to begin within one year of property acquisition with completion and certificate of occupancy date for all projects no later than September 30, 2015. The issuance of a building permit will constitute start of construction.

EXHIBIT D
THE APPLICABLE LAWS AND REGULATIONS

Recipient shall comply with all federal, state, and local laws and regulations applicable to the activities and performances rendered by Recipient under this agreement including but not limited to the laws, and the regulations specified in Section I through VI of this Exhibit D.

I. CIVIL RIGHTS

- THE FAIR HOUSING ACT (42 U.S.C. 3601-20) AND IMPLEMENTING REGULATIONS AT 24 C.F.R. PART 100; EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259 (3 C.F.R., 1958-1963 COMP., P. 652 AND 3 C.F.R., 1980 COMP., P. 307) (EQUAL OPPORTUNITY IN HOUSING) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 107; AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000D) (NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS) AND IMPLEMENTING REGULATIONS ISSUED AT 24 C.F.R., PART 1;
- EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259, AND 24 C.F.R. PART 107, "NONDISCRIMINATION AND EQUAL OPPORTUNITY IN HOUSING UNDER EXECUTIVE ORDER 11063". THE FAILURE OR REFUSAL OF RECIPIENT TO COMPLY WITH THE REQUIREMENTS OF EXECUTIVE ORDER 11063 OR 24 C.F.R., PART 107 SHALL BE A PROPER BASIS FOR THE IMPOSITION OF SANCTIONS SPECIFIED IN 24 C.F.R. 107.60;
- THE PROHIBITION AGAINST DISCRIMINATION ON THE BASIS OF AGE UNDER THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C. 6101-07) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 146, AND THE PROHIBITIONS AGAINST DISCRIMINATION AGAINST HANDICAPPED INDIVIDUALS UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. 794) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 8;
- THE REQUIREMENTS OF EXECUTIVE ORDER 11246 (3 C.F.R. 1964-65, COMP., P. 339) (EQUAL EMPLOYMENT OPPORTUNITY) AND THE IMPLEMENTING REGULATIONS ISSUED AT 41 C.F.R., CHAPTER 60.
- THE REQUIREMENTS OF 24 C.F.R. 92.351 (MINORITY OUTREACH), EXECUTIVE ORDERS 11625 AND 12432 (CONCERNING MINORITY BUSINESS ENTERPRISE), AND 12138 (CONCERNING WOMEN'S BUSINESS ENTERPRISE). CONSISTENT WITH HUD'S RESPONSIBILITIES UNDER THESE ORDERS, RECIPIENT MUST MAKE EFFORTS TO ENCOURAGE THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES IN CONNECTION WITH HOME FUNDED ACTIVITIES. RECIPIENT MUST PRESCRIBE PROCEDURES ACCEPTABLE TO THE CITY TO ESTABLISH ACTIVITIES TO ENSURE THE INCLUSION, TO THE MAXIMUM EXTENT POSSIBLE, OF MINORITIES AND WOMEN, AND ENTITIES OWNED BY MINORITIES AND WOMEN. THE AGREEMENTOR / SUBCONTRACTOR WILL BE REQUIRED TO IDENTIFY AGREEMENTS WHICH HAVE BEEN BID BY MINORITY OWNED, WOMEN OWNED, AND/OR SMALL DISADVANTAGED BUSINESSES.
- THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C., SECTION 6101 ET SEQ.);

- SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C., SECTION 794) AND "NONDISCRIMINATION BASED ON HANDICAP IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT", 24 C.F.R., PART 8. BY SIGNING THIS AGREEMENT, RECIPIENT UNDERSTANDS AND AGREES THAT THE ACTIVITIES FUNDED HEREIN SHALL BE OPERATED IN ACCORDANCE WITH 24 C.F.R., PART 8; AND THE ARCHITECTURAL BARRIERS ACT OF 1968 (42 U.S.C., SECTION 4151 ET. SEQ.) INCLUDING THE USE OF A TELECOMMUNICATIONS DEVICE FOR DEAF PERSONS (TDDs) OR EQUALLY EFFECTIVE COMMUNICATION SYSTEM.

II. LEAD-BASED PAINT

- TITLE IV OF THE LEAD-BASED PAINT POISONING PREVENTION ACT (42 U.S.C. SEC. 4831).

III. ENVIRONMENTAL STANDARDS

- NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (42 U.S.C. SEC. 4321 ET. SEQ.) AND 40 C.F.R. PARTS 1500-1508;
- THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (16 U.S.C. SEC. 470 ET. SEQ.) AS AMENDED; PARTICULARLY SECTION 106 (16 U.S.C. SEC. 470F);
- EXECUTIVE ORDER 11593, PROTECTION AND ENHANCEMENT OF THE CULTURAL ENVIRONMENT, MAY 13, 1971 (36 FED. REG. 8921), PARTICULARLY SECTION 2(C);
- THE RESERVOIR SALVAGE ACT OF 1960 (16 U.S.C. SEC. 469 ET SEQ.). PARTICULARLY SECTION 3 (16 U.S.C. SEC. 469A-1), AS AMENDED BY THE ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974; FLOOD DISASTER PROTECTION ACT OF 1973, (42 U.S.C. SEC. 4001 ET. SEQ.) AS AMENDED, PARTICULARLY SECTIONS 102(A) AND 202(A) (42 U.S.C. SEC. 4012A (A) AND SEC. 4106(A);
- EXECUTIVE ORDER 11988, FLOODPLAIN MANAGEMENT, MAY 24, 1977 (42 FED. REG. 26951), PARTICULARLY SECTION 2(A).
- EXECUTIVE ORDER 11990 PROTECTION OF WETLANDS, MAY 24, 1977 (42 FED. REG. 26961), PARTICULARLY SECTIONS 2 AND 5.
- THE SAFE DRINKING WATER ACT OF 1974, (42 U.S.C. SEC. 201, 300(F) ET SEQ.) AND (21 U.S.C. SEC. 349) AS AMENDED, PARTICULARLY SECTION 1424(E) (42 U.S.C. SEC. 300H-303(E);
- THE ENDANGERED SPECIES ACT OF 1973, (16 U.S.C. SEC. 1531 ET. SQ.) AS AMENDED, PARTICULARLY SECTION 7 (16 U.S.C. SEC. 1536);
- THE WILD AND SCENIC RIVERS ACT OF 1968, (16 U.S.C. SEC. 1271 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 7(B) AND (C)(16 U.S.C. SEC. 1278(B) AND (C);
- THE CLEAN AIR ACT (41 U.S.C. SEC. 7401 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 176(C) AND (D) (42 U.S.C. SEC. 7506(C) AND (D);
- FARMLANDS PROTECTION AND POLICY ACT OF 1981, (7 U.S.C. SEC. 4201 ET SEQ.)
- 24 C.F.R. PART 51, ENVIRONMENTAL CRITERIA AND STANDARDS.

IV. ACQUISITION/RELOCATION

- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (42 U.S.C., SEC. 4601 ET. SEQ.), 49 C.F.R. PART 24, AND 24 C.F.R. SECTION 570.496A (55 FED. REG. 29309 (JULY 18, 1990))

V. LABOR REQUIREMENTS

- AGREEMENT WORK HOURS AND SAFETY STANDARDS ACT, AS AMENDED (40 USC 327-333)
- COPELAND (ANTI-KICKBACK) ACT (40 USC 276c)
- FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED (29 USC 201, ET. SEQ.)

EXHIBIT E
CERTIFICATION REGARDING LOBBYING FOR
AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or modification of any federal agreement, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and agreements under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C.A. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

HABITAT FOR HUMANITY

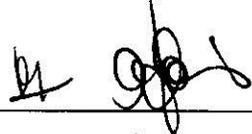
By: 
Printed Name: Marco Mainz
Title: Executive Director
Date: 10/10/2013

EXHIBIT G
INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Contractor (Recipient) must comply with the following:

I. Standard Insurance Policies Required:

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

II. General Requirements Applicable to All Policies:

- A. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent
- B. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as Exhibit D; and shall be approved by the City before work begins
- C. Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only
- D. The City will accept only Insurance Carriers licensed and authorized to do business in the State of Texas
- E. The City will not accept "claims made" policies
- F. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- B. Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- C. Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000.00. Limits shall be endorsed to be per project.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- E. The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV. Business Automobile Liability

- A.** Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better rating under the current A. M. Best Key Rating Guide.
- B.** Policies shall contain an endorsement naming the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain
- C.** Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- D.** The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
- E.** The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

V. Workers’ Compensation Insurance

- A.** Workers compensation insurance shall include the following terms:
 - 1.** Employer’s Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required
 - 2.** “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy
 - 3.** TEXAS must appear in Item 3A of the Workers’ Compensation coverage or Item 3C must contain the following: “All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY”

EXHIBIT G
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/11/2013

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

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

PRODUCER Lockton Affinity, LLC PO Box 873401 Kansas City MO 64187-3401	CONTACT NAME: PHONE (A/C No. Ext): 888-553-9002 E-MAIL ADDRESS: ADDRESS:	FAX (A/C No.):
	INSURER(S) AFFORDING COVERAGE	
INSURED Bryan/College Station HFH 119 Lake St Bryan, TX 77801-2030	INSURER A: Ace American Insurance Co.	NAIC# 22667
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			H08786902	04/01/2013	04/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

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

Proof of Coverage

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/20/2013

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

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

PRODUCER Lockton Affinity, LLC P.O. Box 410679 Kansas City, MO 64141-0679	CONTACT NAME: PHONE (A/C. No. Ext): 888-553-9002		FAX (A/C. No.):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC#
INSURER A: Ace American Insurance Co.			22667
INSURER B:			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GL1065720-13	04/01/2013	04/01/2014	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 0
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER

CANCELLATION

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

CravensWarren

Insurance • Bonds • Benefits

TO CERTIFICATE HOLDER:

Our agency is issuing the enclosed certificate of insurance on behalf of The Bank & Trust of Bryan College Station a client of G&A Partners, a Professional Employer Organization (PEO).

G&A and The Bank & Trust of Bryan College Station are co-employer's of The Bank & Trust of Bryan College Station's leased employees. G&A is the employer of record for Workers Compensation and extends coverage from that policy to The Bank & Trust of Bryan College Station through a Blanket Alternate Employer Endorsement, which is shown on your Certificate of Insurance.

Effective January 1st, Texas Senate Bill 425 became law mandating specific requirements regarding Certificates of Insurance. Under this new law Certificate of Insurance forms must be filed and approved by the Texas Department of Insurance before they can be used. In addition, Insurance agents or *Certificate Holders* that do not follow the new law could incur significant penalties. And any person who willfully violates this law is subject to a civil penalty of not more than \$1,000 for each violation.

For this reason, we are restricted on what we can state on Certificates of Insurance and can not type any special wording beyond what is allowed by statute. Attached we have included G&A's Blanket Alternate Employer Endorsement which applies to all clients of G&A.

We hope you will understand our position and ask that you give us a call if you have any questions or comments.

Sincerely,

Jessica R. Luck, CIC
Commercial Lines Manager

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties if Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

Alternate Employer

Address

State of Special or
Temporary Employment

BLANKET

VARIOUS LOCATIONS TX LOCATIONS ONLY
ANY, TX 99999

TEXAS

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on February 23, 2013

at 12:01 A.M. standard time, forms a part of

Policy No. TSF-0001078234 20120223 of the Texas Mutual Insurance Company

Issued to G & A OUTSOURCING INC

DBA: G & A PARTNERS

Premium \$

Endorsement No.

Ron Wright

Authorized Representative

WC000301 (ED. 7-84)

INSURED'S COPY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/13/2013

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

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

PRODUCER Cravens/Warren & Company P. O. Box 41328 Houston, TX 77241-1328 Conrad Hart (G&A)	Phone: 713-690-6000	CONTACT NAME:	
	Fax: 713-690-6020	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Texas Mutual Insurance Company			22945
INSURER B :			
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

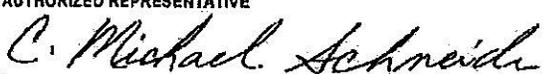
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED	RETENTIONS						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> W/C STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TSF0001076234	02/23/2013	02/23/2014	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

The Bank & Trust of Bryan/College Station is insured under the referenced policy through an Alternate Employer Endorsement. (See Form WC 00 03 01)

CERTIFICATE HOLDER B/CS Habitat for Humanity Attn: Leah Morales 119 Lake Street Bryan, TX 77801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

October 24, 2013
Consent Agenda Item No. 2o
Approval of the 2013 Property Tax Roll

To: Kathy Merrill, Interim City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action, and discussion on approval of the 2013 Property Tax Roll in the amount of \$26,407,914.56.

Recommendation(s): Staff recommends approval of the 2013 Property Tax Roll in the amount of \$26,407,914.56.

Summary: Section 26.09 (e) of the Texas Property Tax Code mandates formal approval of the Tax Roll by the City Council as the final step in the process of establishing the tax roll for the new year. The tax roll consists of the Maintenance and Operations levy and the Interest and Sinking fund levy.

The tax roll that will be generated by the tax rate of \$0.425958 per \$100 assessed valuation is \$26,407,914.56. This tax rate was adopted by the City Council on September 12, 2013.

Budget & Financial Summary: See above

Reviewed and Approved by Legal: N/A

Attachments:

1. Letter
2. 2013 Levy Totals

Kristeen Roe, RTA, CTA
Brazos County Tax Assessor/Collector

300 E. Wm J Bryan Pkwy
Bryan, TX 77803
979-361-4470
979-361-4487 - Fax



October 8, 2013

RECEIVED

OCT 11 2013

Honorable Nancy Berry
Mayor
College Station, TX

RE: 2013 Tax Rolls

Dear Mayor Berry:

I am providing the 2013 tax roll total information for the City of College Station as required by the Texas Property Tax Code:

Sec. 26.09 (e) The assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amounts of tax entered as approved by the governing body constitutes the unit's tax roll. Please place acceptance of the 2013 Tax Rolls on the next Council Agenda as the formal creation of the tax rolls for the City of College Station.

The Brazos County Tax Office received six supplemental value/ownership/exemption change files from the Brazos County Appraisal Review Board after the original 2013 value certification. The tax office accepted and balanced all of these changes prior to calculation of the 2013 tax rolls. A copy of the taxable values as well as the tax ceiling information for the City of College Station used for calculation is included on the levy totals pages.

Please contact me if you have any questions concerning these figures.

Respectfully,

A handwritten signature in blue ink that reads "Kristeen Roe".

Kristeen Roe, RTA, CTA
Tax Assessor/Collector
Brazos County

CC: Jeff Kersten, Chief Financial Officer
Sherry Mashburn, City Secretary

ENC

2013 LEVY TOTALS

C2 - CITY OF COLL. STAT.

Property Count: 28,995

Grand Totals

10/8/2013

9:04:48AM

Land		Value		
Homesite:		753,388,106		
Non Homesite:		1,105,390,492		
Ag Market:		110,587,420		
Timber Market:		0	Total Land	(+) 1,969,366,018
Improvement		Value		
Homesite:		2,713,108,291		
Non Homesite:		2,309,394,366		Total Improvements (+) 5,022,502,657
Non Real		Count	Value	
Personal Property:		2,912	400,068,650	
Mineral Property:		1,851	3,849,014	
Autos:		0	0	Total Non Real (+) 403,917,664
			Market Value	= 7,395,786,339
Ag	Non Exempt		Exempt	
Total Productivity Market:		110,587,420	0	
Ag Use:		854,882	0	
Timber Use:		0	0	
Productivity Loss:		109,732,538	0	
			Productivity Loss	(-) 109,732,538
			Appraised Value	= 7,286,053,801
			Homestead Cap	(-) 8,485,883
			Assessed Value	= 7,277,567,918
Exemption	Count	Local	State	Total
CHODO (Partial)	7	7,874,985	0	7,874,985
DP	78	0	0	0
DPS	3	0	0	0
DV1	105	0	896,000	896,000
DV1S	5	0	25,000	25,000
DV2	54	0	544,500	544,500
DV3	54	0	576,000	576,000
DV3S	1	0	10,000	10,000
DV4	85	0	463,100	463,100
DV4S	19	0	210,319	210,319
DVHS	55	0	11,151,848	11,151,848
DVHSS	4	0	583,986	583,986
EX	2	0	510,283	510,283
EX-XD (Prorated)	2	0	64,515	64,515
EX-XG	1	0	125,260	125,260
EX-XN	13	0	3,271,140	3,271,140
EX-XR	1	0	3,740	3,740
EX-XU	7	0	24,892,300	24,892,300
EX-XV	566	0	910,414,925	910,414,925
EX-XV (Prorated)	4	0	275,040	275,040
EX366	1,568	0	154,421	154,421
FR	5	9,850,939	0	9,850,939
OV65	2,593	76,488,565	0	76,488,565
OV65S	8	240,000	0	240,000
			Total Exemptions	(-) 1,048,626,866
			Net Taxable	= 6,228,941,052

2013 LEVY TOTALS

C2 - CITY OF COLL. STAT.

Property Count: 28,995

Grand Totals

10/8/2013

9:04:48AM

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	12,133,085	10,603,200	41,995.98	46,170.39	72			
DPS	408,390	408,390	1,727.58	1,748.58	3			
OV65	547,681,944	468,679,260	1,874,799.43	1,918,878.32	2,418			
Total	560,223,419	479,690,850	1,918,522.99	1,966,797.29	2,493	Freeze Taxable	(-)	479,690,850
Tax Rate	0.425958							

Freeze Adjusted Taxable = 5,749,250,202

Levy Info

M&O Rate:	0.232905	M&O Tax:	14,439,298.67		
I&S Rate:	0.193053	I&S Tax:	11,968,615.89		
Protected I&S Rate:	0.000000	Protected I&S Tax:	0.00		
		Ag Penalty:	0.00		
		Total Levy			26,407,914.56
Tax Increment Finance Value:			0		
Tax Increment Finance Levy:			0.00		

2013 LEVY TOTALS

C2 - CITY OF COLL. STAT.

Property Count: 28,995

Grand Totals

10/8/2013

9:04:48AM

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Mineral Property:		1,851	3,849,014			
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Ag	Non Exempt	Exempt				
Total Productivity Market:	110,587,420	0				
Ag Use:	854,882	0		Productivity Loss	(-)	109,732,538
Timber Use:	0	0		Appraised Value	=	7,286,053,801
Productivity Loss:	109,732,538	0				
				Homestead Cap	(-)	8,485,883
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DPS	3	0	0	0		
DV1	105	0	896,000	896,000		
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DV2	54	0	544,500	544,500		
DV3	54	0	576,000	576,000		
DV3S	1	0	10,000	10,000		
DV4	85	0	463,100	463,100		
DV4S	19	0	210,319	210,319		
DVHS	55	0	11,151,848	11,151,848		
DVHSS	4	0	583,986	583,986		
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EX-XU	7	0	24,892,300	24,892,300		
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EX366	1,568	0	154,421	154,421		
FR	5	9,850,939	0	9,850,939		
OV65	2,593	76,488,565	0	76,488,565		
OV65S	8	240,000	0	240,000	Total Exemptions	(-) 1,048,626,866
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2013 LEVY TOTALS

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OV65	547,681,944	468,679,260	1,874,799.43	1,918,878.32	2,418			
Total	560,223,419	479,690,850	1,918,522.99	1,966,797.29	2,493	Freeze Taxable	(-)	479,690,850
Tax Rate	0.425958							

Freeze Adjusted Taxable = 5,749,250,202

Levy Info			
-----------	--	--	--

M&O Rate:	0.232905	M&O Tax:	14,439,298.67		
I&S Rate:	0.193053	I&S Tax:	11,968,615.89		
Protected I&S Rate:	0.000000	Protected I&S Tax:	0.00		
		Ag Penalty:	0.00		
		Total Levy			26,407,914.56
Tax Increment Finance Value:			0		
Tax Increment Finance Levy:			0.00		

October 24, 2013
Consent Agenda Item No. 2p
Financial Advisory Consulting Services

To: Kathy Merrill, Interim City Manager

From: Jeff Kersten, Executive Director of Business Services

Agenda Caption: Presentation, possible action, and discussion to approve a consulting contract with First Southwest Company in an amount not to exceed \$150,000 for financial advisory services.

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

Summary: Financial Advisory Services consist of assisting the City in issuing debt, assisting in establishing timelines for issuance of debt, perform necessary analysis regarding the financial resources of the City, coordinate the assembly and transmittal of appropriate information to Bond Counsel, coordinate the preparation and submission of Notice of Sale, the Preliminary Official Statement and Official Statement and other marketing documents that may be required, advise financial publication of a forthcoming sale, coordinate the preparation of information for presentation to rating agencies, coordinate the receipt of bids and advising the city of best bid, coordinate the expeditious delivery of the bonds, deliver to the city a schedule of annual debt service requirements delivered to the purchaser and coordinate the selection of a paying agent registrar.

On July 2, 2013 the City released a request for proposal (RFP) for financial advisory services. The following three firms responded to the request: BOSC, Inc., First Southwest Company and US Capital Advisors. A committee of four staff members was formed to evaluate the proposals. The top two firms responding were interviewed by the evaluation committee.

The evaluation criteria used to rank the proposals were outlined in the RFP. The evaluation factors were: 1) qualifications and experience, 2) rates and expense, 3) methodology including technical approach and understanding of the scope of the project, and 4) references. Although top two firms submitted excellent proposals and delivered excellent presentations, First Southwest Company received the majority of the vote from the evaluation committee. The City has utilized First Southwest Company since 1996 for financial advisor services and has provided the City excellent services over the years.

The contract is for one year with up to four additional years.

Budget & Financial Summary: Funds for this expenditure are budgeted and available in the various capital project funds where debt is issued.

Reviewed and Approved by Legal: Yes

Attachments:

1. Contract 13-298 (Available for review in City Secretary's Office)

October 24, 2013
Consent Agenda Item No. 2q
Investment Policy/Broker-Dealer List/Strategy Resolution

To: Kathy Merrill, Interim City Manager

From: Jeff Kersten, Executive Director of Business Services

Agenda Caption: Presentation, possible action and discussion on a resolution stating that the City Council has reviewed and approved the City's Investment Policy, Broker-Dealer List and Investment Strategy.

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

Summary: The Public Funds Investment Act requires an annual review and approval of the City's investment policy and investment strategies. The Act further requires the following:

- (1) that the governing body adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies, and
- (2) that the written instrument so adopted records any changes to either the investment policy or investment strategies.

The City's investment policy has been reviewed and certified by the Government Treasurers Organization of Texas (GTOT). GTOT's review committee did not recommend changes to the City's policy. City GTOT's letter of distinction is attached. Staff proposes no changes to the existing investment strategy. Staff made one change to the policy and that was to increase the Certificate of Deposit maximum portfolio limit from 30% to 40%.

An annual review of the City's authorized broker/dealers was performed. There are no changes to this list.

Firms approved to do business with the City are:

- o Costal Securities, Inc.
- o Vining Sparks
- o Deutsche Bank Alex Brown
- o First Southwest Securities
- o First Empire Securities

As part of the City's Investment Policy, Council is to review, approve and adopt any modifications to the list.

Budget & Financial Summary: None

Reviewed and Approved by Legal: Yes

Attachments:

1. Investment Policy and Strategy
2. Resolution
3. GTOT Letter of Distinction



Investment Strategy and Policy

2014

Approved by Council

October XX, 2013

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INVESTMENT STRATEGY

The City of College Station will pursue a passive investment strategy. Investments will be purchased with the intent of holding to maturity and will only be sold early under exceptional circumstances. In purchasing investments, the investment officer will attempt to follow a ladder strategy to ensure that the portfolio will have at least one investment maturing every month. Investment priorities are as follows:

1. **Suitability** - Any investment allowed under the Investment Policy is suitable.
2. **Preservation and Safety of Principal** - Investments of the City shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.
3. **Liquidity** - The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operational requirements that might reasonably be anticipated.
4. **Marketability** - Investments should have an active and efficient secondary market to enable the City to liquidate investments prior to the maturity if the need should arise.
5. **Diversification** - The Investment Officer will attempt to maintain a diversified portfolio with regard to security type, financial institution providing the security, and maturity.
6. **Yield** - The City's investment portfolio shall be designed with the objective of attaining the maximum rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints and the cash flow characteristics of the portfolio.

CITY OF COLLEGE STATION

INVESTMENT POLICY

The Public Funds Investment Act, Chapter 2256, Texas Government Code, as Amended ("PFIA" herein), requires each city to adopt rules governing its investment practices and to define the authority of the investment officer. The following Investment Policy addresses the methods, procedures, and practices that must be exercised to ensure effective and judicious fiscal management of the City of College Station funds.

I. POLICY

It is the policy of the City of College Station, Texas ("City") to invest public funds in a manner, which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all federal, state and local statutes governing the investment of public funds.

II. SCOPE

This investment policy applies to all the financial assets held by the City. These funds are defined in the City's Comprehensive Annual Financial Report (CAFR) and include:

General Fund	Special Revenue Funds
Debt Service Fund	Capital Projects Funds
Enterprise Funds	Internal Service Funds

Any new funds created by the City will be subject to this policy unless specifically exempted by the City Council. To maximize the effective investment of assets, all funds mentioned above will pool their cash balances for investment purposes. The income derived from investing activities will be distributed to the various funds based on calculation of their average balances.

III. INVESTMENT OBJECTIVES

The City of College Station shall manage and invest its cash with three primary objectives, listed in order of priority: **safety, liquidity and yield**. The safety of the principal invested always remains the primary objective.

Safety

Safety of Principal is the foremost objective of the City. Investments of the City shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.

Liquidity

The City's investment portfolio will remain liquid to enable the City to meet all operational requirements that might reasonably be anticipated.

Yield

The City shall invest funds in investments that earn a competitive market yield consistent with stated objectives. For bond proceeds to which arbitrage restrictions apply, the primary objectives shall be to obtain a fair market yield and to minimize the costs associated with the investment of such funds within the constraints of the investment policy and applicable bond covenants.

IV. RESPONSIBILITY AND CONTROL

Delegation of Authority

The Executive Director of Business Services or his Designee is designated the City's Investment Officer. The Investment Officer shall be responsible for the investment of funds consistent with this Policy, and shall have the authority necessary to carry out such responsibilities. An investment committee consisting of the Investment Officer and at least two other staff members designated by the City Manager will also be formed. This committee will be responsible for selecting eligible broker/dealers, reviewing, and updating the investment policy annually. All participants in the investment process shall seek to act responsibly as custodians of the public trust.

The Investment Officer shall establish written procedures for the operation of the investment program consistent with this investment policy. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

Cash Flow Analysis

Supplemental to the financial and budgetary systems, the Investment Officer will maintain a cash flow forecasting process designed to monitor and forecast cash positions for investment purposes. Cash flow analysis will include the historical researching and monitoring of specific cash flow items, payables and receivables as well as overall cash position and patterns.

Training Requirement

In order to ensure the quality and capability of investment management, the Executive Director of Business Services and the Investment Officer shall:

- attend at least one training session within 12 months of assuming duties *and* containing not less than 10 hours of instruction from an independent source approved by the governing board or a designated investment committee;
- receive training which includes education in investment controls, security risks, strategy risks, market risks, *diversification of the investment portfolio*, and compliance with the PFIA; and
- attend a training session not less than once each state fiscal biennium (beginning on the first day of the fiscal year and consisting of two consecutive fiscal years after that date) and receive not less than 10 hours of training from an independent source approved by the governing board or a designated investment committee.

Internal Controls

The Investment Officer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures. Annually, the City's independent auditors will review quarterly reports for the fiscal year.

Prudence

Investments shall be made with the judgment and care which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interest in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City, particularly with regard to the time of purchases and sales. Employees and investment officials shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City.

On an annual basis, the Investment officials shall sign a statement acknowledging that they are in compliance with Section 2256.005 (i) of the Public Funds Investment Act.

V. SUITABLE AND AUTHORIZED INVESTMENTS

Portfolio Management

The City currently has a “buy and hold” portfolio strategy. Maturity dates are matched with cash flow requirements and investments are purchased with the intent to be held until maturity.

Investments

Acceptable investments under this policy shall be limited to the instruments as described by the Government Code; Chapter 2256, Sections 2256.009 through 2256.011 and Sections 2256.013 through 2256.016 of the Public Funds Investment Act. Investment of funds in any instrument or security not authorized for investment under the Act is prohibited.

• **Authorized**

1. Direct obligations of the United States government: U.S. Treasury Bills, U.S. Treasury Notes, and U.S. Treasury Bonds as well as Bonds or other interest bearing obligations for which the principal and interest are guaranteed by the full faith and credit of the United States government and rated not less than A or its equivalent by at least one nationally recognized investment rating firm.
2. Federal Agencies and Instrumentalities including but not limited to, discount notes, callables and debentures of the Federal National Mortgage Association (FNMA), the Federal Home Loan Bank (FHLB), the Federal Farm Credit Bank (FFCB), and the Federal Home Loan Mortgage Corporation (FHLMC).
3. Time Certificates of Deposit, insured by the Federal Deposit Insurance Corporation (FDIC) or its successor, or the National Credit Union Share Insurance Fund or its successor, in state or national banks. Any deposits exceeding FDIC insurance limits shall be collateralized at 102% of the face amount of the Certificate of Deposit by securities listed in 1 - 2 above and held by the City's custodial bank or the custodial bank of the institution the CD's are held. Bids for Certificates of Deposit may be solicited orally, in writing, electronically or using any combination of these methods.
4. Repurchase Agreements with a defined termination date of 90 days or less collateralized by a combination of cash and securities listed in 1 - 2 above. Collateral must have a minimum market value of 102% of the repurchase agreement, and must be held by the custodian bank or other independent third-party custodian contracted by the City. Bond proceeds may be invested in flexible repurchase agreements with maturity dates not exceeding the expected final project expenditure if a formal bidding process is followed and properly documented for IRS purposes.

5. Commercial Paper maturing within 180 days carrying a minimum rating not less than A-1 or P-1 or equivalent by two nationally recognized rating agencies, or; rated not less than A-1 or P-1 equivalent by one nationally recognized rating agency plus secured by an irrevocable letter of credit issued by a domestic bank.
6. AAA-rated Money Market Mutual Funds registered with the Securities and Exchange Commission that invest exclusively in investments described in this section.
7. AAA-rated Investment Pools organized under the Texas Interlocal Cooperation Act that follow the requirements in the Public Funds Investment Act and which have been specifically approved by the City.

- **Not Authorized**

The following security types are not permitted:

1. Obligations whose payment represents the coupon payments of the underlying mortgage-backed security collateral and pays no principal (IO's);
2. Obligations whose payment represents the principle stream from the underlying mortgage-backed security collateral and bears no interest (PO's);
3. Collateralized Mortgage Obligations (CMO's) that have a stated final maturity date of greater than 10 years; and
4. Any security, the interest rate of which is determined by an index that adjusts opposite to the changes in the Market index (inverse floaters).

Exemption for Existing Investments

Any investment, which was authorized at the time of purchase, shall not be required to be liquidated.

Loss of Required Rating

If any security that requires a minimum investment rating is downgraded below that minimum rating subsequent to purchase, it will no longer be considered an authorized investment. As a result, the City shall take all prudent measures to liquidate the security in effort to preclude or reduce principle loss. The City will select a different approved broker/dealer each quarter to verify the ratings of securities held. Local Government Pools ratings will be verified quarterly by checking their websites.

VI. INVESTMENT PARAMETERS

Maximum Maturities

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five years from the date of purchase. Additionally, the City will maintain a dollar-weighted average maturity of two years or less.

Diversification

It is the intent of the City to diversify the investment instruments within the portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. The asset allocation in the portfolio should be flexible depending upon the outlook for the economy and the securities markets. If conditions warrant, the guidelines below may be exceeded by approval of the Investment Committee.

With the exception of U.S. Treasury securities, authorized pools, and the City's depository accounts, the City may not invest more than 30% of the City's investment portfolio with a single financial institution. In addition, the following maximum limits, by instrument, are established for the City's total portfolio:

1. U.S. Treasury Securities	100%
2. Agencies and Instrumentalities	70%
3. Certificates of Deposits	40%
4. Money Market Mutual Funds	30%
5. Repurchase Agreements	20%
6. Commercial Paper	20%
7. Authorized Pools	70%

VII. FINANCIAL INSTITUTIONS AND DEALERS

Depository

At least every three to five years a Depository shall be selected through the City's banking services procurement process, which shall include a formal request for application (RFA). The selection of a depository will be determined by competitive bid and evaluation of bids will be based on the following selection criteria:

- The ability to qualify as a depository for public funds in accordance with state and local laws.
- The ability to provide requested information or financial statements for the period specified.

- The ability to meet all requirements in the banking RFA.
- Complete response to all required items on the bid form.
- Lowest net banking service cost, consistent with the ability to provide an appropriate level of service.
- The credit worthiness and financial stability of the bank.

The bank depository contract is subject to Council approval. During the term of the contract, additional accounts may be established. The City may open a cash money market account with its approved depository bank. Accounts held by the approved bank are to be collateralized at no less than 105%. Two authorized signers on the City's accounts must approve the establishment of new accounts.

Authorized Brokers/Dealers

The Investment Officer shall maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Texas. These may include "primary" or regional dealers that qualify under SEC rule 15C3-1. No public deposit shall be made except in a qualified public depository as established by state laws.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Investment Officer with a completed Broker/Dealer Questionnaire and Certification, which shall include the following:

- An audited financial statement for the most recent period.
- Proof of certification by the Financial Industry Regulatory Authority (FINRA).
- Proof of current registration with the State Securities Commission.

Financial institutions eligible to transact investment business with the City shall be presented a written copy of this Investment Policy.

Additionally, the qualified representative of the business organization seeking to transact investment business shall execute a written instrument substantially to the effect that the qualified representative has received and reviewed this Investment Policy, and acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the City.

The City will not enter into an investment transaction with a Broker/Dealer prior to receiving the written agreement described above and current audited financial statements.

Annually, the Investment Committee shall review and revise the list as needed. The Committee will consider any new firms that have submitted the required documentation and review the performance of the previously approved firms. Any modifications to the list will be submitted to Council for their review, approval and adoption.

Competitive Bids

Securities will be purchased or sold after three (3) offers/bids are taken to verify that the City is receiving fair market value/price for the investment. Security transactions that may be purchased without competitive offers include: a) transactions with money market mutual funds b) local government investment pools and c) new securities still in syndicate and priced at par.

Delivery vs. Payment

All securities transaction, including collateral for repurchased agreements, shall be purchased using the delivery vs., payment method with the exception of investment pools and mutual funds. Funds will be released after notification that the purchased security has been received.

VIII. SAFEKEEPING OF SECURITIES

Safekeeping Agreement

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure demand or time deposits.

Safekeeping and Custody

Safekeeping and custody of securities and collateral shall be in accordance with state law. Securities and collateral will be held by a third party custodian designated by the Investment Officer and held in the City's name as evidenced by safekeeping receipts of the institution with which the securities are deposited. Original safekeeping receipts shall be obtained.

Collateralization

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all investments and funds on deposit with a depository bank, other than investments, which are obligations of the U.S. government, its agencies and instrumentalities, and government sponsored enterprises. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on deposits or investments less than an amount insured by the FDIC. The collateralization level of the City's depository accounts will be no less than 105%.

Collateral will always be held by an independent third party with whom the City has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained.

The right of collateral substitution is granted.

IX. PERFORMANCE STANDARDS

Performance Standards

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs.

Performance Benchmark

Given the passive investment strategy of the City, the benchmark to be used by the Investment Officer to determine whether market yields are being achieved shall be the average closing yield during the reporting period comparable to the portfolios dollar-weighted average maturity in days.

X. REPORTING

Methods

Not less than quarterly and within a reasonable time after the end of the period reported, the Investment Officer should prepare and submit to the City Council a written report of the investment transactions for all funds of the City for the preceding reporting period. The report must:

- describe in detail the investment position of the City on the date of the report,
- be prepared jointly by all the Investment Officers if the City appoints more than one,
- be signed by all Investment Officials,
- contain a summary statement of each pooled fund group that states the beginning market value for the reporting period,
- state the book value and the market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested,
- state the maturity date of each separately invested asset that has a maturity date,
- state the fund for which each individual investment was acquired,
- state all accrued interest payable; and
- state the compliance of the investment portfolio as it relates to this Policy and Investment Act.

Marking to Market

The market values of the City's investments shall be obtained from a reliable outside source, which has access to investment market values. Marketing to Market will be done at least quarterly.

XI. INVESTMENT POLICY ADOPTION

The City's investment policy and investment strategies must be adopted annually by resolution of the City Council even if there are no changes. The City Council shall review the policy annually and they must approve any changes or modifications made thereto.

QUALIFIED BROKERS/DEALERS

Costal Securities, Inc.

Tony Sekaly
5555 San Felipe, Suite 2200
Houston, Texas 77056
Phone: (713)435-4328

Deutsche Bank Alex Brown

700 Louisiana Street, Suite 1500
Houston, TX 77002
Phone: (832)239-3311

First Empire Securities

Michael Pappadio
1100 Motor Parkway, 2nd Floor
Hauppauge, NY 11788
Phone: (631)979-0097

Vining Sparks

Patrick McDowell
775 Ridge Lake Boulevard
Memphis, Tennessee 38120
Phone: (901)681-1008

First Southwest Securities

Linda Calloway
300 West 6th Street, Suite 1940
Austin, TX 78701
Phone: (512)481-2040

American Momentum (CD's only)

Five Momentum Blvd.
College Station, TX 77845
Phone: (979)599-9349

INVESTMENT POOLS

TexPool

600 Travis Street, Suite 7200
Houston, TX 77002
Phone: (866)891-7665

TexSTAR

325 North St. Paul, Suite 800
Dallas, TX 75201
Phone: (800)839-7827

DEPOSITORY BANK

Citibank, N.A.

2717 Texas Avenue South
College Station, Texas 77840
(979)260-1482

GLOSSARY OF COMMON TREASURY TERMINOLOGY

Accrued Interest - The accumulated interest due on a bond as of the last interest payment made by the issuer.

Agency - A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of federal agency is the Government National Mortgage Association (GNMA). An example of a FSA is the Federal National Mortgage Association (FNMA).

Amortization - The systematic reduction of the amount owed on a debt issue through periodic payments of principal.

Asked - The price at which securities are offered.

Average Life - The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Basis Point - A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield, e.g., "1/4" of 1 percent is equal to 25 basis points.

Bid - The indicated price at which a buyer is willing to purchase a security or commodity.

Book Value - The value at which a security is carried on the inventory lists or other financial records of an investor. The book value may differ significantly from the security's current value in the market.

Broker - A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

Callable Bond - A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

Call Price - The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

Call Risk - The risk to a bondholder that a bond may be redeemed prior to maturity.

Cash Sale/Purchase - A transaction that calls for delivery and payment of securities on the same day that the transaction is initiated.

Certificate of Deposit (CD) – A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

Collateralization - Process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security.

Commercial Paper - An unsecured short-term promissory note issued by corporations, with maturities ranging from 2 to 270 days.

Comprehensive Annual Financial Report (CAFR) – The official annual report for the City of College Station. It includes combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provision, extensive introductory material, and a detailed statistical section.

Coupon Rate - The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. It is also known as the interest rate.

Credit Quality - The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

Credit Risk - The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

Current Yield (Current Return) - A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

Dealer – A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Delivery Versus Payment (DVP) - A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or his/her custodian.

Discount - The amount by which the par value of a security exceeds the price paid for the security.

Discount Security – Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

Diversification - A process of investing assets among a range of security types by sector, maturity, and quality rating.

Duration - A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

Fair Value - The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

Federal Funds (Fed Funds) - Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed funds are considered immediately available funds.

Federal Funds Rate - Interest rate charged by one institution lending federal funds to the other.

Federal Credit Agencies – Agencies of the Federal Government set up to supply credit to various classes of institutions and individuals, e.g. S&L's small business firms, students, farmers, farm cooperatives, and exporters.

Federal Deposit Insurance Corporation (FDIC) – A federal agency that insures bank deposits, currently up to \$250,000 per depository account through December 31, 2013. On January 1, 2014, the standard insurance amount will return to \$100,000.

Federal Home Loan banks (FHLB) – The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role similar to that played by the Federal Reserve Bank versus member commercial banks.

Federal National Mortgage Association (FNMA) – A government –sponsored enterprise (GSE) that was created in 1938 to expand the flow of mortgage money by creating a secondary mortgage market. Fannie Mae is a publicly traded company which operates under a congressional charter that directs Fannie Mae to channel its efforts into increasing the availability and affordability of homeownership for low-, moderate-, and middle-income Americans.

Federal Open Market Committee (FOMC) – Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

Federal Reserve System – The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

Financial Industry Regulatory Authority (FINRA) - A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

Government Securities - An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, and Bonds."

Interest Rate - See "Coupon Rate."

Interest Rate Risk - The risk associated with declines or rises in interest rates which cause an investment in a fixed-income security to increase or decrease in value.

Internal Controls - An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

- **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
- **Separation of transaction authority from accounting and record keeping** - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
- **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

Inverted Yield Curve - A chart formation that illustrates long-term securities having lower yields than short-term securities. This configuration usually occurs during periods of high inflation coupled with low levels of confidence in the economy and a restrictive monetary policy.

Investment Policy - A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

Liquidity - An asset that can be converted easily and quickly into cash.

Local Government Investment Pool (LGIP) - An investment by local governments in which their money is pooled as a method for managing local funds.

Mark-to-market - The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

Market Risk - The risk that the value of a security will rise or decline as a result of changes in market conditions.

Market Value - Current market price of a security.

Maturity - The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See "Weighted Average Maturity."

Money Market - The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Money Market Mutual Fund - Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repos and federal funds).

Mutual Fund - An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940.

Net Asset Value - The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets that includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.) $[(\text{Total assets}) - (\text{Liabilities})] / (\text{Number of shares outstanding})$

Nominal Yield - The stated rate of interest that a bond pays its current owner, based on par value of the security. It is also known as the "coupon," "coupon rate," or "interest rate."

Offer - An indicated price at which market participants are willing to sell a security or commodity. Also referred to as the "Ask price."

Par - Face value or principal value of a bond, typically \$1,000 per bond.

Portfolio – Collection of securities held by an investor.

Positive Yield Curve - A chart formation that illustrates short-term securities having lower yields than long-term securities.

Premium - The amount by which the price paid for a security exceeds the security's par value.

Prime Rate - A preferred interest rate charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.

Principal - The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

Prospectus - A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC. This can include information on the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements.

Prudent Person Rule - An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices.

Rate of Return – The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Reinvestment Risk - The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.

Repurchase Agreement (repo or RP) - An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

Reverse Repurchase Agreement (Reverse Repo) - An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

Rule 2a-7 of the Investment Company Act - Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13- month maturity limit and a 90-day average maturity on investments, to help maintain a constant net asset value of one dollar (\$1.00).

Safekeeping - Holding of assets (e.g., securities) by a financial institution.

Secondary Market – A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission – Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Serial Bond - A bond issue, usually of a municipality, with various maturity dates scheduled at regular intervals until the entire issue is retired.

Sinking Fund - Money accumulated on a regular basis in a separate custodial account that is used to redeem debt securities or preferred stock issues.

Swap - Trading one asset for another.

Term Bond - Bonds comprising a large part or all of a particular issue which come due in a single maturity. The issuer usually agrees to make periodic payments into a sinking fund for mandatory redemption of term bonds before maturity.

Total Return - The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period. (Price Appreciation) + (Dividends paid) + (Capital gains) = Total Return

Treasury Bills - Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of \$10,000. Auctions of three- and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

Treasury Bonds – Marketable, fixed-interest U.S. government debt securities with maturities of more than ten years and issued in minimum denominations of \$1,000. Treasury bonds make interest payments semi-annually and the income that holders received is only taxed at the federal level.

Treasury Notes - Marketable U.S. government debt securities with fixed interest rates and maturities between 1 to 10 years. Treasury notes can be bought either directly from the U.S. government or through banks.

Uniform Net Capital Rule - SEC Rule 15C3-1 – Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1: also called net capital rule and net capital ratio. Indebtedness covers all money owned to a firm, including margin loans and commitments to purchase securities. This is one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

Volatility - A degree of fluctuation in the price and valuation of securities.

Volatility Risk Rating - A rating system to clearly indicate the level of volatility and other non-credit risks associated with securities and certain bond funds. The ratings for bond funds range from those that have extremely low sensitivity to changing market conditions and offer the greatest stability of the returns ("aaa" by S&P; "V-1" by Fitch) to those that are highly sensitive with currently identifiable market volatility risk ("ccc-" by S&P, "V-10" by Fitch).

Weighted Average Maturity (WAM) - The average maturity of all the securities that comprise a portfolio. According to SEC rule 2a-7, the WAM for SEC registered money market mutual funds may not exceed 90 days and no one security may have a maturity that exceeds 397 days.

Yield - The current rate of return on an investment security generally expressed as a percentage of the security's current price.

Yield-to-call (YTC) - The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date. **Yield Curve** - A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

Yield-to-maturity - The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

Zero-coupon Securities - Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE CITY'S INVESTMENT POLICY, BROKER/DEALER LIST AND INVESTMENT STRATEGY FOR FISCAL YEAR 2014 AND AUTHORIZING ITS IMPLEMENTATION.

WHEREAS, the goal of the City of College Station is to create an Investment Policy to insure the safety of all funds entrusted to the City, while making available those funds for the payment of all necessary obligations of the City, and providing for the investment of all funds not immediately required in interest bearing securities; and

WHEREAS, the safety of the principal invested shall always be the primary concern of the City of College Station; and

WHEREAS, the management of monies in order to insure maximum cash availability and maximum yields on a short term investment is a primary goal of the City of College Station; and

WHEREAS, the Investment Policy for Fiscal Year 2014 designates the Executive Director of Business Services or his Designee as the Investment Officer of the City and authorizes the Investment Officer to carry out the responsibilities of investing the City's funds; and

WHEREAS, the Investment Policy for Fiscal Year 2014 contains the City's Collateral Policy as required pursuant to Texas Government Code, Chapter 2257.

WHEREAS, the City Council of the City of College Station has reviewed the City's Investment Policy for Fiscal Year 2014, Broker/Dealer List for Fiscal Year 2014 and the City's Investment Strategy for Fiscal Year 2014; now, therefore,

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

PART 1: That the City Council hereby approves the City's Investment Policy, Broker/Dealer List and the Investment Strategy for Fiscal Year 2014.

PART 2: That the City Council hereby approves the designation of the Executive Director of Business Services or his Designee as the Investment Officer of the City and authorizes the Investment Officer to carry out the responsibilities of investing the City's funds consistent with the City's Investment Policy.

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

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

Carla A Robinson

City Attorney

Government Treasurers' Organization of Texas

May 28, 2013

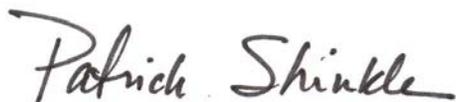
Ms. Cheryl Wright
Acct. & Treasury Operation Manager
City of College Station
PO Box 9960
College Station, TX 77842

Dear Ms. Wright:

On behalf of the Investment Policy Review Committee, I am pleased to inform you that the Government Treasurers' Organization of Texas (GTOT) has awarded the **Certificate of Distinction** to the City of College Station for its Investment Policy. Members of the Review Committee congratulate the Board for its commitment to maintaining a comprehensive written investment policy that meets the criteria set forth in the GTOT Investment Policy Review Checklist.

Congratulations once again on an excellent policy and thank you for participating in our certification program. Your certificate is being mailed under separate cover and is good for a two-year period ending May 31, 2015.

Sincerely,



Patrick Shinkle, Co-Chair
GTOT Investment Policy Review Committee



October 24, 2013
Consent Agenda Item No. 2r
Addendum to JPMorgan Chase Participation Agreement
For Receipt Imaging Services

To: Kathy Merrill, Interim City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action, and discussion on a Receipt Imaging Services Addendum to the JPMorgan Chase Participation Agreement for the automated review and approval process for procurement card processing.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Sustainable City

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

Summary: In February 1999, the City Council approved a commercial procurement card services agreement with Bank of America. The banking industry has evolved and due to mergers the City is currently utilizing JPMorgan Chase for our procurement card program. In January 2011, the City Council approved an Interlocal Agreement with City of Fort Worth to piggyback their JPMorgan Commercial Card Services Agreement. This addendum will allow the City cardholders to attach scanned images of their receipts directly into the JPMorgan hosted system. This will eliminate the paper receipts currently being transferred between departments and buildings for review and approval and allow the Accounting Operations staff to retain the electronic image of the receipts vs. hard copies. The fees for the receipt imaging services will cost the City \$0.10 per transaction for an estimated annual cost of \$1,500.00

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

Reviewed and Approved by Legal: Yes

Attachments:

1. Receipt Imaging Services Addendum (on file in City Secretary's Office)

October 24, 2013
Consent Agenda Item No. 2s
Funding Agreement with Keep Brazos Beautiful

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 Keep Brazos Beautiful for FY14 in the amount of \$46,240.

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

Summary: As part of the 2013-2014 budget process the City Council approved funding for Keep Brazos Beautiful in the amount of \$46,240.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2013-2014 Sanitation Fund for the total amount of \$46,240. \$31,000 is to be used for the operations and maintenance of Keep Brazos Beautiful. \$15,240 is to be used for community enhancement grants, projects and events administered by Keep Brazos Beautiful, such as their Annual Awards Gala, the Don't Mess With Texas Trash-Off and other public landscape and litter-abatement projects.

Reviewed and Approved by Legal: Yes

Attachments:

1. Keep Brazos Beautiful Funding Agreement (Available in City Secretary's Office)

October 24, 2013
Consent Agenda Item No. 2t
Funding Agreement with College Station Noon Lions Club

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 College Station Noon Lions Club for FY14 in the amount of \$10,000.

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

Summary: As part of the 2013-2014 budget process the City Council approved funding for College Station Noon Lions Club in the amount of \$10,000.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2013-2014 General Fund for the total amount of \$10,000. Those appropriated funds shall be used to provide the *"I Love America" Fourth of July Celebration* at the George Bush Presidential Library and Museum.

Reviewed and Approved by Legal: Yes

Attachments:

1. College Station Noon Lions Club Funding Agreement (Available in City Secretary's Office)

October 24, 2013
Consent Agenda Item No. 2u
Annual Purchases of Oils and Lubricants

To: Kathy Merrill, Interim City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action and discussion on renewing the annual price agreement for the purchase of fleet oils and lubricants with Kolkhorst Petroleum Co., Inc. for an annual expenditure of \$100,940.40. (Bid No. 12-004)

Recommendation(s): Staff recommends approval of the renewal agreement with Kolkhorst Petroleum Co., Inc. for an annual estimated not-to-exceed amount of \$100,940.

Relationship to Strategic Goal: Financially Sustainable City.

Summary: This is the second and final renewal option and is exclusive of any price increases. Various oils, fluids and lubricants will be purchased on an as-needed basis and maintained in inventory for the purpose of maintaining City fleet/equipment.

Budget & Financial Summary: Funds are budgeted and available in the Fleet Maintenance fund. Fleet purchases are maintained in inventory and expensed to departments as needed.

Legal Review and Approval: N/A

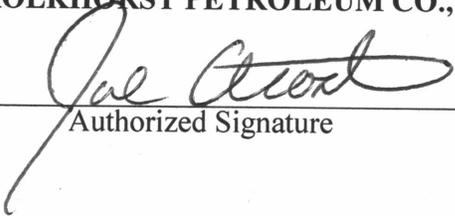
Attachments: Signed renewal agreement letter on file in the City Secretary's Office.

RENEWAL (2) ACCEPTANCE

By signing herewith, I acknowledge and agree to renew the annual price agreement for Fleet Oil and Lubricants (Bid No. 12-004) and all other terms and conditions previously agreed to and accepted for an amount not to exceed One Hundred Thousand Nine Hundred Forty and .40/100 Dollars (\$100,940.40).

I understand this renewal agreement will be for the period beginning November 10, 2013 through November 9, 2014. This is the second and final renewal option.

KOLKHORST PETROLEUM CO., INC.



Authorized Signature

10/9/13

DATE

October 24, 2013
Consent Agenda Item No. 2v
Radakor, L.L.C. Economic Development Incentive Payment

To: Kathy Merrill, Interim City Manager

From: Randall Heye, Assistant to the City Manager

Agenda Caption: Presentation, possible action, and discussion authorizing the payment of an economic development incentive in the total amount of \$693,900 to Radakor, LLC.

Recommendation(s): In fulfillment of the City's contractual obligation, staff recommends approval of the \$693,900 incentive payment to Radakor, LLC.

Summary: On October 12, 2006, the City Council approved an economic development agreement with Radakor, LLC to provide a reimbursement and cash incentives associated with redeveloping properties located within the Northgate District for multifamily, office, commercial, or mixed-use developments. The agreement provided that the total reimbursement and cash incentive would not exceed \$965,000.

On February 26, 2009, City Council approved payment of \$65,000 for reimbursement associated with the relocation of a wastewater line and \$206,100 for performance on the development commonly referred to as *The Factory* located at 418 College Main.

Radakor, LLC is now responsible for the mixed-use development located at 717 University Drive commonly referred to as *The Rise*. Per the economic development agreement, the developer is eligible for 3% of the residential Building Permit Value up to \$9,000,000; 3.5% of the first \$2.4 million non-residential Building Permit Value; 3.75% of the next \$3.0 million non-residential Building Permit Value; and as an additional performance incentive, 3% of the residential Building Permit Value in excess of the first \$9 million and 4.5% of any non-residential Building Permit Value in excess of \$15 million. In order to receive the incentive for the non-residential construction, the agreement identifies a minimum of 25,000 square feet of office, retail or commercial in design and use.

Initiated by the *Application and Request for Payment of Cash Incentive* submitted by Radakor, LLC and following staff's review to ensure compliance, Radakor, LLC has met the requirements to receive the \$693,900 incentive based upon 28,623 square feet of non-residential construction and the following breakdown of building permit value.

(see next page)

	Permit Value	Incentive Rate	Incentive
Residential	\$17,632,550		
	\$2,130,000*	3%	\$63,900.00
	\$15,502,550	3%	\$465,076.50
			\$528,976.50
Non-residential	\$5,250,000		
	\$2,400,000	3.5%	\$84,000.00
	\$2,850,000	3.75%	\$106,875.00
			\$190,875.00
			\$719,851.50**

*Fulfills first \$9 million of residential Building Permit Value

**Incentive payment cannot exceed \$693,900.00

Budget & Financial Summary: Funding in the amount of \$693,900 is budgeted and available in the City's Economic Development Fund.

Legal Review: Yes

Attachments: Application and Request for Payment of Cash Incentive



October 17, 2013

Randall Heye, AICP
Economic Development Analyst
City Manager's Office
City of College Station
1101 Texas Avenue
College Station, Texas 77842

RE: Application for Payment of Cash Incentives Pursuant to Grant Agreement Between City of College Station and Radakor, LLC- 717 University Drive

Dear Mr. Heye:

Radakor LLC entered into the Grant Agreement dated October 12, 2006 with the City of College Station. In accordance with Sections 3.1, 3.2, and 3.3 in the Grant Agreement, Radakor, LLC is providing the following information regarding its performance. This Application and request for payment of the Cash Incentive is submitted pursuant to Section 3.2.2.

The balance of Cash Incentives remaining available to Radakor LLC, based upon Radakor L.L.C.'s performance in the development at 717 University is as follows:

<i>INCENTIVES</i>	<i>Available</i>	<i>Paid</i>	<i>Remaining</i>
Multi-family Residential	\$270,000	\$206,100	\$63,900
Non-residential	\$606,000	\$0	\$606,000
Reimbursement	\$65,000	\$65,000	\$0
Performance*	\$24,000	\$0	\$24,000
	\$965,000	\$271,100	\$693,900

*Can fluctuate based upon multi-family residential and non-residential

Radakor, LLC is responsible for a mixed-use facility located at 717 University Drive, College Station, Texas with a residential Building Permit Value of \$17,632,550. Pursuant to the provisions of Section 3.2.1(a), we are requesting remittance of the remaining multi-family residential Cash Incentive in the amount of **\$63,900**.

RADAKOR, LLC.
P.O. BOX 7445
HOUSTON, TEXAS 77248

The same mixed-use facility located at 717 University Drive, College Station, Texas has a non-residential Building Permit Value of \$5,250,000 and 28,623 square feet. Pursuant to the provisions of Section 3.2.1(b), we are requesting remittance of the non-residential Cash Incentive in the amount of **\$190,875**.

Pursuant to Section 3.2.1(c), the City of College Station has agreed to provide a Cash Incentive at a rate of 3% of the Building Permit Value for any residential construction in excess of the first \$9 million multi-family residential value and 4.5% of the Building Permit Value for any non-residential construction in excess of \$15 million. The remaining residential Building Permit Value of \$15,502,550 entitles Radakor, LLC to **\$465,076.50**.

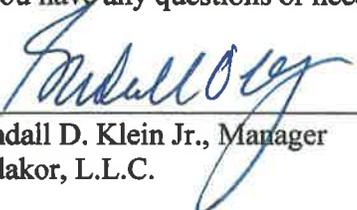
Based upon the above information, Radakor, LLC is entitled to a Cash Incentive of \$719,851.50; however the agreement states that the total payment would not exceed a total of \$900,000 for all projects; not including reimbursement for infrastructure relocation. This makes Radakor, LLC entitled to only the remaining balance of **\$693,900**.

Copies of the above-cited permits and qualifying data from the project's architectural firm are enclosed. Additionally, and pursuant to Section 3.2.1 of the Grant Agreement, Radakor LLC is providing the City with the following documentation and information:

- 1) Certificate of Occupancy;
- 2) Letters of Acceptance by the City Engineer;
- 3) The Project was opened within 30 days of receipt of the Certificate of Occupancy and a Certificate of Acceptance; and
- 4) Notarized Affidavit

Radakor, LLC requests a total remittance of the Cash Incentive in the amount of \$693,900.00 payable by the City of College Station within 30 days of receipt of this application and request.

If you have any questions or need any additional information, then please contact us.



Randall D. Klein Jr., Manager
Radakor, L.L.C.

ENCL/
Required Submittals

LETTER OF COMPLETION

**CITY ENGINEER
CITY OF COLLEGE STATION
COLLEGE STATION, TEXAS**

DP 12-54

DATE: 8/12/13

RE: COMPLETION OF _____
717 UNIVERSITY "THE RISE"

Dear Sir:

The purpose of our letter is to request that the following listed improvements be approved and accepted as being constructed under City inspection and completed according to plans and specifications as approved and required by the City of College Station, Texas. This approval and acceptance by the City is requested in order that we may finalize any subcontracts and to affirm their warranty on the work. This approval and acceptance by the City of the improvements listed below does hereby void the letter of guarantee for the listed improvements on the above referenced project.

The one-year warranty is hereby affirmed and agreed to by DRU/CA COLLEGE STATION and by their subcontractors as indicated by signatures below.

<u>WORK COMPLETED</u>	<u>WARRANTY DATE</u>
<u>WATER</u>	_____
<u>STORM</u>	_____
<u>SANITARY</u>	_____
_____	_____

Owner: DRU/CA COLLEGE STATION, LLC Contractor: LINBECK GROUP, LLC

Phone Number: 312-994-1869

Phone Number: 713-621-2350

Address: 161 N. CLARK ST

Address: 3900 ESSEX LANE

SUITE 4900

SUITE 1200

CHICAGO, IL 60601

HOUSTON, TX 77027

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

ACCEPTANCE & APPROVAL

[Handwritten Signature]
City Representative

[Handwritten Signature]
City Engineer

Vol 10661 Pg 83
PLAT FILED
OFFSITE ESMTS FILED
TEMP BLANKET ESMT FILED
* NO OTHER ESMTS NEEDED
* Upon release of blanket

LETTER OF COMPLETION

**CITY ENGINEER
CITY OF COLLEGE STATION
COLLEGE STATION, TEXAS**

DATE: 8/12/13

RE: COMPLETION OF _____

DD 13-92
Dear Sir:

717 UNIVERSITY "THE RISE"
CHURCH STREET RECONSTRUCTION

The purpose of our letter is to request that the following listed improvements be approved and accepted as being constructed under City inspection and completed according to plans and specifications as approved and required by the City of College Station, Texas. This approval and acceptance by the City is requested in order that we may finalize any subcontracts and to affirm their warranty on the work. This approval and acceptance by the City of the improvements listed below does hereby void the letter of guarantee for the listed improvements on the above referenced project.

The one-year warranty is hereby affirmed and agreed to by DRICA COLLEGE STATION, LLC and by their subcontractors as indicated by signatures below.

<u>WORK COMPLETED</u>	<u>WARRANTY DATE</u>
<u>Church Street</u>	_____
<u>Re-paving</u>	_____
<u>& sidewalks</u>	_____
_____	_____

Owner: DRICA COLLEGE STATION, LLC Contractor: LINBECK, LLC

Phone Number: 312-994-1869

Phone Number: 713-621-2350

Address: 161 N. CLARK ST.
SUITE 4900

Address: 3900 ESSEX LANE
SUITE 1200

CHICAGO, IL 60601

HOUSTON, TX 77027

Signature: [Signature]

Signature: [Signature]

ACCEPTANCE & APPROVAL

[Signature]
City Representative

[Signature]
City Engineer

Viol 10684 P583
PLAT FILED
NA OFFSITE ESMTS FILED
NA TEMP BLANKET ESMT FILED
NO OTHER ESMTS NEEDED

AFFIDAVIT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Randall D. Klein, Jr., and Dale S. O'Reilly, Managers of Radakor, LLC, and after being duly sworn according to law, upon their oath deposed and stated as follows:

1. "We are the Managers of Radakor, LLC.
2. The following statements are made on the basis of our knowledge, information provided to us and our belief. All amounts owed for labor, materials and incidentals in connection with construction of The Rise, 717 University, College Station, Texas, have been paid in full by DRI/CA College Station, LLC. There are no claims for amounts owed in connection with construction of The Rise pending against DRI/CA College Station, LLC of which Radakor, LLC has been notified.
3. Radakor, LLC does not owe any amount for labor, materials and incidentals in connection with construction of The Rise, 717 University, College Station, Texas. There are no claims pending against Radakor, LLC."

RADAKOR, LLC

RADAKOR, LLC



Randall D. Klein, Jr., Manager



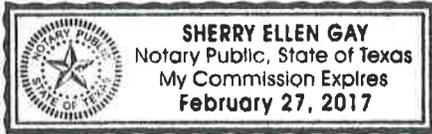
Dale S. O'Reilly, Manager

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 15th day of October, 2013, Dale S. O'Reilly, Manager of Radakor, LLC, a Texas limited liability company.



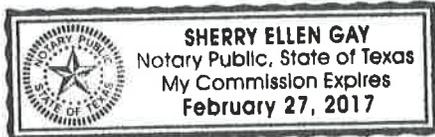
Sherry Ellen Gay
Notary Public in and for the State of Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 15th day of October, 2013, Randall D. Klein, Jr., Manager of Radakor, LLC, a Texas limited liability company.



Sherry Ellen Gay
Notary Public in and for the State of Texas

BUILDING PERMIT
 CITY OF COLLEGE STATION
 1101 TEXAS AVENUE, COLLEGE STATION, TX 77840
 PHONE: (979)764-3570 FAX: (979)764-3496
 http://bpinspect.cstx.gov

Application Number 12-00002804 Date 9/05/12
 Property Address 717 UNIVERSITY DR
 Tenant nbr, name SHELL ONLY
 Application type description RESIDENTIAL, 5+ UNITS NEW
 Subdivision Name J E SCOTT (ICL)
 Property Use
 Application valuation 15000000

Owner	Contractor
RADAKOR LLC PO BOX 7227 HOUSTON TX 772487227	LINBECK GROUP 505 CHURCH ST COLLEGE STATION TX 77840

Structure Information 000 000 TYPE I-A CONSTRUCTION, 18 STORIES
 Construction Type FIRE RESISTANT
 Occupancy Type RESIDENTIAL-MULTI-FAMILY
 Other struct info EXTERIOR WALL TYPE brick
 IMPACT/PRORATA FEES PAID na
 FOUNDATION TYPE slab
 INTERIOR WALL TYPE sheet rock
 SEWER TYPE public

Permit BUILDING PERMIT
 Additional desc RAK
 Permit pin number 880203
 Permit Fee 30660.00
 Issue Date 9/05/12 Valuation 15000000
 Expiration Date 3/04/13

Qty	Unit Charge	Per	Extension
14500.00	2.0000 THOU	BASE FEE BLDG, VAL 500001 & UP	1660.00 29000.00

Special Notes and Comments
 THIS IS THE "SHELL ONLY" BUILDING PERMIT FOR AN 18 STORY
 HIGH-RISE BUILDING OF TYPE 1-A CONSTRUCTION, PER THE 2012
 IBC.
 *** PROVIDE ROOF DRAINS AND OVERFLOW EMERGENCY DRAINS OR
 SCUPPERS PER PLANS FOR AMENITIES DECK AND ROOF TOP.
 *** EXIT STAIRWAY AND ELEVATOR SHAFT ENCLOSURES SHALL COMPLY
 WITH THE 2012 IBC.
 *** FDC SHALL BE LOCATED OFF OF CHURCH AVENUE PER APPROVED
 PLANS AND FIRE MARSHAL'S OFFICE.
 *** SPECIAL INSPECTIONS REQUIRED FOR SHELL FRAMING, PROVIDE
 REPORTS TO BUILDING OFFICIAL.
 *** PROVIDE ADDRESS ON COMMERCIAL BUILDINGS-FRONT: 5"

BUILDING PERMIT
 CITY OF COLLEGE STATION
 1101 TEXAS AVENUE, COLLEGE STATION, TX 77840
 PHONE: (979) 764-3570 FAX: (979) 764-3496
 http://bpinspect.cstx.gov

Application Number 12-00003775 Date 12/04/12
 Property Address 717 UNIVERSITY DR
 Tenant nbr, name SEVEN SEVENTEEN HIGH RISE
 Application type description RESIDENTIAL, 5+ UNITS NEW
 Subdivision Name J E SCOTT (ICL)
 Property Use
 Application valuation 5000000

Owner	Contractor
RADAKOR LLC	LINBECK GROUP
PO BOX 7227	505 CHURCH ST
HOUSTON TX 772487227	COLLEGE STATION TX 77840

--- Structure Information 000 000 1-A CONSTRUCTION TYPE RESIDENTIAL
 Construction Type FIRE RESISTANT
 Occupancy Type RESIDENTIAL-MULTI-FAMILY
 Other struct info
 EXTERIOR WALL TYPE brick
 IMPACT/PRORATA FEES PAID na
 FOUNDATION TYPE slab
 TYPE OF GARAGE (ATT/DET) att
 HEATED AREA 386101.00
 INTERIOR WALL TYPE sheet rock
 NO. OF BATHROOMS 471.00
 NO. OF BEDROOMS 471.00
 NO. OF UNITS 471.00
 SEWER TYPE public

Permit	BUILDING PERMIT		
Additional desc	RAK		
Permit pin number	895425		
Permit Fee	10660.00		
Issue Date	12/04/12	Valuation	5000000
Expiration Date	6/02/13		

Qty	Unit Charge	Per	BASE FEE	Extension
4500.00	2.0000 THOU		BLDG, VAL 500001 & UP	1660.00
				9000.00

Special Notes and Comments
 THIS PERMIT IS FOR THE (RESIDENTIAL AND AMENITIES ONLY)
 "INTERIOR BUILDOUT" FOR THE HIGH RISE BUILDING. THE
 PROPOSED BALCONY EXTENSIONS ARE NOT APPROVED UNDER THIS
 "INTERIOR BUILDOUT" PERMIT, THEY SHALL REQUIRE SEPARATE
 REVIEW UNDER THE "SHELL BUILDING" PERMIT.
 *** PARKLAND DEDICATION FEES = (184 DWELLING UNITS X \$1,636)
 = \$301,024.

BUILDING PERMIT
CITY OF COLLEGE STATION
1101 TEXAS AVENUE, COLLEGE STATION, TX 77840
PHONE: (979)764-3570 FAX: (979)764-3496
http://bpinspect.cstx.gov

Application Number 12-00001859 Date 10/16/13
 Property Address 717 UNIVERSITY DR
 Tenant nbr, name SEVEN SEVENTEEN - FOUNDAT
 Application type description SLAB ONLY RES. (MF)
 Subdivision Name J E SCOTT (ICL)
 Property Use
 Application valuation 2000000

Owner	Contractor
RADAKOR LLC	LINBECK GROUP
PO BOX 7227	505 CHURCH ST
HOUSTON TX 772487227	COLLEGE STATION TX 77840

Structure Information 000 000 FOUNDATION ONLY: FOR FUTURE MIXED USE
 Construction Type FIRE RESISTANT
 Occupancy Type RESIDENTIAL-MULTI-FAMILY

Permit BUILDING PERMIT
 Additional desc RAK
 Permit pin number 868786
 Permit Fee 4660.00
 Issue Date 7/03/12 Valuation 2000000
 Expiration Date 5/15/13

Qty	Unit Charge	Per	Extension
1500.00	2.0000 THOU	BASE FEE BLDG, VAL 500001 & UP	1660.00 3000.00

Special Notes and Comments
 THIS PERMIT IS A "FOUNDATION ONLY" PERMIT, NO VERTICAL CONSTRUCTION ABOVE GRADE SHALL BE INSTALLED. READ ALL NOTES ATTACHED. KEEP CITY STAMPED: "CONTRACTOR'S SET", (REVIEWED FOR COMPLIANCE PLAN SET) ON SITE AT ALL TIMES FOR INSPECTION REFERENCE. CONSTRUCTION SHALL BE INSTALLED PER APPROVED PLANS.
 *** CONCRETE BLOCK CONSTRUCTION REQUIRE RE-ENFORCEMENT STEEL INSPECTION BEFORE THE STEEL IS COVERED-UP. ALL STEEL CONNECTIONS AND OVER-LAPPING TIED ENDS SHALL BE VISIBLE AT TIME OF INSPECTION. INSTALLATION SHALL BE PER APPROVED DESIGN, ANY CHANGES SHALL BE APPROVED BEFORE INSTALLED.
 *** ELECTRICAL UTILITIES COMMENTS:
 * DEVELOPER INSTALLS CONDUIT PER CITY SPECS & DESIGN
 * DEVELOPER PROVIDES TEMP BLANKET EASEMENT FOR CONSTRUCTION
 * DEVELOPER POURS TRANSFORMER PAD PER CITY SPECS (IF NECESSARY).
 * DEVELOPER PROVIDES 30' RIGID CONUDIT FOR RISER POLE (IF

BUILDING PERMIT
CITY OF COLLEGE STATION
1101 TEXAS AVENUE, COLLEGE STATION, TX 77840
PHONE: (979)764-3570 FAX: (979)764-3496
http://bpinspect.cstx.gov

Application Number 13-00001152 Date 10/16/13
 Property Address 717 UNIVERSITY DR 101
 Tenant nbr, name CVS PHARMACY
 Application type description COMMERCIAL, STORES & CUSTOMER SERVICE
 Subdivision Name J E SCOTT (ICL)
 Property Use
 Application valuation 750000

Owner	Contractor
RADAKOR LLC	HAWKINS CONSTRUCTION
PO BOX 7227	3116 KELLWAY STE 116
HOUSTON TX 772487227	CARROLLTON TX 75006
	(214) 530-0295

	Structure Information 000 000	
Construction Type	**NEEDS TO BE ENTERED**	
Occupancy Type	**NEEDS TO BE ENTERED**	
Other struct info	EXTERIOR WALL TYPE	XX
	IMPACT/PRORATA FEES PAID	NA
	FOUNDATION TYPE	XX
	HEATED AREA	13178.00
	INTERIOR WALL TYPE	XX
	SEWER TYPE	XX
	TRAFFIC IMPACT ANAL (TAZ)	255.00

Permit	BUILDING PERMIT		
Additional desc	CDD		
Permit pin number	925701		
Permit Fee	2160.00		
Issue Date	5/08/13	Valuation	750000
Expiration Date	3/16/14		

Qty	Unit Charge	Per	Extension
250.00	2.0000 THOU	BASE FEE BLDG, VAL 500001 & UP	1660.00 500.00

Special Notes and Comments
 *** PROVIDE ADDRESS ON COMMERCIAL BUILDINGS-FRONT: 5"
 ADDRESS NUMBERS, AND ON REAR DOOR(S): 2" HIGH ADDRESS
 NUMBERS AND NAME OF BUSINESS. FOR MULTI-FAMILY RESIDENTIAL
 PROVIDE DWELLING UNIT NUMBER ON FRONT DOOR AND IDENTIFY EACH
 DWELLING UNIT FROM A REAR FIRE LANE. IDENTIFY MULTI-FAMILY
 BUILDINGS WITH 12" BUILDING NUMBERS, VISIBLE FROM ALL
 ADJACENT/NEARBY FIRE LANES. ALL NUMBERS AND LETTERS SHALL
 HAVE CONTRASTING BACKGROUNDS.
 *** ELECTRICAL UTILITIES COMMENTS:
 * DEVELOPER INSTALLS CONDUIT PER CITY SPECS & DESIGN

SWIMMING POOL PERMIT
 CITY OF COLLEGE STATION
 1101 TEXAS AVENUE, COLLEGE STATION, TEXAS 77840
 PHONE: (979) 764-3570 FAX: (979) 764-3496
 http://bpinsect.cstx.gov

Application Number 13-00001127 Date 10/16/13
 Property Address 717 UNIVERSITY DR
 Tenant nbr, name THE RISE (SEVEN-SEVENTEEN
 Application type description SWIMMING POOL
 Subdivision Name J E SCOTT (ICL)
 Property Use
 Application valuation 132550

Owner	Contractor
RADAKOR LLC	SOUTHERN POOLS SERVICE & SPAS
PO BOX 7227	1151 OLD NEW ULM RD
HOUSTON TX 772487227	NEW ULM TX 78950
	(979) 885-8241

Structure Information 000 000 FIRE RESISTANT STRUCTURE WITH POOL ABOVE
 Construction Type FIRE RESISTANT

Permit SWIMMING POOL
 Additional desc CDD
 Permit pin number 919068
 Permit Fee 559.00
 Issue Date 4/10/13 Valuation 132550
 Expiration Date 1/13/14

Qty	Unit	Charge	Per		Extension
33.00		3.0000	THOU	BASE FEE BLDG, VAL 100001-500000	460.00 99.00

Special Notes and Comments
 THIS PERMIT IS FOR THE INSTALLATION OF 2 POOLS AND 1 SPA HOT TUB ON THE SIXTH FLOOR AMENITIES LEVEL ABOVE THE PARKING GARAGE OF A HIGH-RISE RESIDENTIAL (MULTI-FAMILY) BUILDING.
 *** SWIMMING POOL AREA SHALL COMPLY WITH 2012 INTERNATIONAL BUILDING CODE AND 2011 NATIONAL ELECTRICAL CODE.
 *** ENTRANCES/ACCESS TO THE POOL AREA SHALL HAVE CONTROLLED ACCESS TO COMPLY WITH SWIMMING POOL BARRIER SURROUND REQUIREMENTS TO PREVENT ACCESS BY UNSUPERVISED CHILDREN.
 *** POOL DRAINS SHALL BE INSTALLED TO PREVENT THE RISK OF SUCTION TRAPMENT, COMPLY WITH ALL FEDERAL AND STATE LAWS.
 *** ALL STRUCTURAL SUPPORT ISSUES OR MODIFICATIONS TO THE ENGINEER'S STUCTURAL DESIGN FOR THE POOL AREA SHALL FIRST BE REDESIGNED AND APPROVED BY THE SUTRUCTURAL ENGINEER AND SEALED REVISED PLANS SUBMITTED TO THE CITY PRIOR TO ANY WORK.***
 *** POST PERMIT CARD ON JOB SITE TO BE VISIBLE FROM ROAD OR PARKING LOT.
 *** ANY CHANGES OR ALTERATIONS TO APPROVED BUILDING PLANS

October 24, 2013
Regular Agenda Item No. 1
Comprehensive Plan and Unified Development Ordinance Annual Reviews

To: Kathleen Merrill, Interim City Manager

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

Agenda Caption: Public Hearing, presentation, possible action, and discussion on the Annual Review of the Comprehensive Plan and the Annual Review of the Unified Development Ordinance (UDO).

Relationship to Strategic Goals: Applicable to all Strategic Initiatives

Recommendation(s): Staff recommends that the Council accept the review and provide any relevant direction to aid staff in the implementation of the Comprehensive Plan.

Summary: Both the Unified Development Ordinance and the Comprehensive Plan call for an annual review of the Plan, which was adopted by the City Council in May 2009. The review is organized by project type and assesses significant actions and accomplishments during the past year furthering implementation of the Plan.

The annual review of the Unified Development Ordinance is required by the Ordinance to provide for an on-going effort to keep the development codes of the City of College Station current and relevant. Included as a part of the review is a list of amendments to the UDO during the past 12 months and amendments anticipated during over the next year.

Legal Department Review; N/A

Budget & Financial Summary: N/A

Attachments:

1. Annual Review of the Comprehensive Plan and Unified Development Ordinance



The
**Comprehensive Plan &
Unified Development Ordinance**

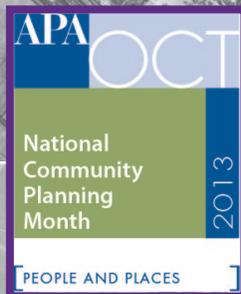
A Review of 2013

CONTENTS:

Neighborhood, District & Corridor Plans
 Master Plans
 Special Projects
 Projects in Progress
 Unified Development Ordinance
 2014 Priorities
 Vision Statement

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8	9	
10		
11		
12		
13		

This year's annual review includes an overview of the major initiatives in implementation of the Comprehensive Plan. Yearly reviews are performed to ensure that the Comprehensive Plan remains relevant and to identify any changes necessary to accommodate College Station's future growth.



Comprehensive Plan

Neighborhood, District & Corridor Plans

WEB

WEB

Goals of the Comprehensive Plan

Future Land Use and Character | Neighborhood Integrity | Economic Development | Parks
 Mobility | Municipal Facilities & Community Services | Growth Management

Neighborhood, District, and Corridor plans are small area plans that are focused on areas designated for further review in the Comprehensive Plan. These plans are intended to serve as action plans for specific areas that focus on the particular needs and opportunities of the area.



MAP

WEB

Central College Station

Adopted June 2010

2010 Long Range Planning Award (CTxAPA)

Progress in 2013:

- Created an online clearinghouse for neighborhood organization
- Adopted character-based zoning districts
- Deed enforcement training
- Registered rental code enforcement notification program
- Health and sanitation pre-violation program
- Stormwater promotional activities

Challenges: unorganized neighborhood



MAP

WEB

Eastgate Neighborhood

Adopted June 2011

Progress in 2013:

- Constructed sidewalks along Lincoln Avenue and University Drive East
- Installed bike lanes along Lincoln Avenue
- Programmed funds for design of Eisenhower Street extension
- Funded preliminary engineering study of Nimitz Street rehabilitation
- Surveyed commercial area at Walton Drive for potential zoning overlay.

Challenges: increase in number of rental properties may be cause of lack of support for neighborhood initiatives



MAP

WEB

Southside Area Neighborhood

Adopted September 2012

Progress in 2013:

- Adopted platting and parking ordinance revisions for Area V
- Wellborn Road sidewalk under design
- Dexter Drive sidewalk extended
- Initiated UDO amendment to include character preservation option
- Single-family parking standards adopted
- Code enforcement education program initiated

Challenges: relationship between resident-owners and renters/investors, rapid high-density re-development

Comprehensive Plan

Neighborhood, District & Corridor Plans

WEB

WEB



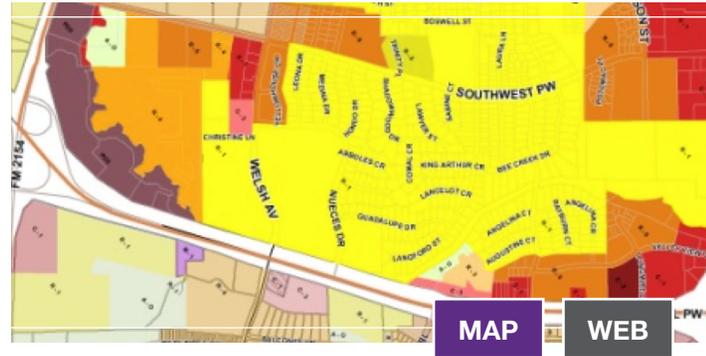
Wellborn Community Plan

Adopted April 2013

Progress in 2013:

- Initiated Wellborn based zoning districts
- Street overlays complete
- Sanitation transitioned to city service
- Sewer line in land acquisition phase

Challenges: development encroaching on rural lifestyle



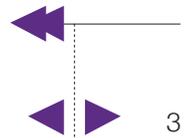
South Knoll Area Neighborhood Plan

Adopted September 2013

Progress in 2013:

- Speed awareness program for thoroughfares initiated
- Code enforcement education program initiated
- South Knoll/The Glade utility rehabilitation in final phase

Challenges: Rental property increases, strained owner-occupant and renter/investor relationship



Comprehensive Plan

Neighborhood, District & Corridor Plans

WEB

WEB



Medical District Master Plan

Adopted October 2012

MAP

WEB

Progress in 2013:

- Rock Prairie Road bridge upgrade; right-of-way being purchased for future widening
- Scott & White hospital opened
- Strategic Behavioral Health hospital, Aerofit facility under construction
- Lick Creek Greenway Trail funded and design underway
- Barron Road and Lakeway Drive extensions funded and preliminary engineering underway
- Arnold Road and Normand Drive extensions complete
- Municipal Management District (MMD) legislation approved



1,700

acres anchored by The Med and Scott & White hospitals

675

employees & 230+ active physicians at The Med

143

beds at the new Scott & White hospital opened Aug. 2013

65

& older people are among the fastest growing age group in CS

Comprehensive Plan

Bicycle, Pedestrian and Greenways Master Plan

WEB

WEB



Bicycle, Pedestrian and Greenways Master Plan

Adopted January 2010

2011 Project Plan of the Year (TxAPA)

Progress in 2013:

- Continuous bike lanes on Lincoln Avenue
- New sidewalks on section of University Drive and Dexter Drive
- Design complete for Phase II 2818 Trail
- Design in progress for Wellborn Road sidewalk from Southwest Parkway to Luther Street and for Lick Creek Trail
- Adopt-A-Greenway Program additions at John Crompton Park, Lemontree Park and Wolf Pen Creek Park

Master Plan Goals

- 1 Improve connectivity and accessibility
- 2 Increase safety
- 3 Increase bicycling and walking outdoors
- 4 Encourage environmental stewardship



642

acres of city-owned greenways

154

miles of CS sidewalks

40+

miles of CS bike lanes

#2

% of people bike to work

#2

% of people walk to work

in Texas

Comprehensive Plan

Water/Wastewater Master Plans

WEB

WEB



Water System Master Plan

PDF

Adopted August 2010

Progress in 2013:

- Health Science Center Parkway Water Line Extension complete
- Area 2 (Greens Prairie/Arrington Road) Water Line Extension under design
- Phased expansion of water supply resources and production capacity
 - > High-service pumping improvement project completed
 - > Cooling tower expansion project under design
 - > Sandy Point Pump Station chemical feed & storage system project under design

.....
Challenges: unanticipated development pace (Northgate, North CS); funding



Wastewater System Master Plan

PDF

Adopted June 2011

Progress in 2013:

- Bee Creek Trunkline Phase I under construction
- Bee Creek Trunkline Phase II under design
- FM 2154 Sewer Service Extension under design/land acquisition process
- Eastside Sewer Service Extension under design, included as part of the sanitary sewer CCN swap with the City of Bryan, and associated with the BioCorridor Infrastructure Project and ILA.
- Carters Creek WWTP Headworks Improvements under construction
- Lick Creek WWTP Centrifuge Improvements under construction

.....
Challenges: unanticipated development pace (Northgate, Bee Creek, BioCorridor); funding

Joint Rehabilitation Projects

Older neighborhoods, redevelopment areas

Progress in 2013:

- South Knoll/The Glade utility rehabilitation in final phase
- Cooner Street utility rehabilitation under design
- Plantation Oaks water line rehabilitation completed

Comprehensive Plan

Parks and Recreation Master Plan

WEB

WEB



Parks and Recreation Master Plan

Adopted July 2011

Progress in 2013:

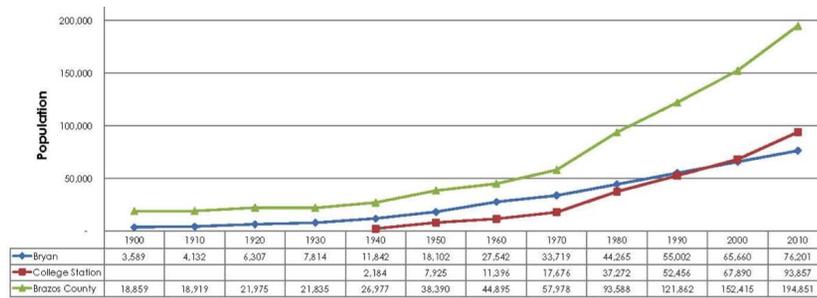
- NRPA CAPRA re-accreditation
- Wolf Pen Creek Festival Site complete
- Senior Games event successful
- Renovations complete at Adamson Lagoon and Bachmann Park
- Lick Creek Nature Center concept plans complete
- Lincoln Recreation Center concept plans initiated
- Veterans Park artificial turf athletic fields under construction
- Lick Creek Trails renovations underway

Challenges: concerns over long-term O&M costs



Comprehensive Plan Special Projects

WEB



99,755 population est. in Sept. 2013

Demographic Profile - Census 2010

Completed November 2012

WEB

The Demographic Profile report summarizes the Census data for ease of access by residents, property owners, business owners, and policy makers.

93,857

population est.
by 2010 Census

38%

increase
since 2000

47%

population
of ages 18-24

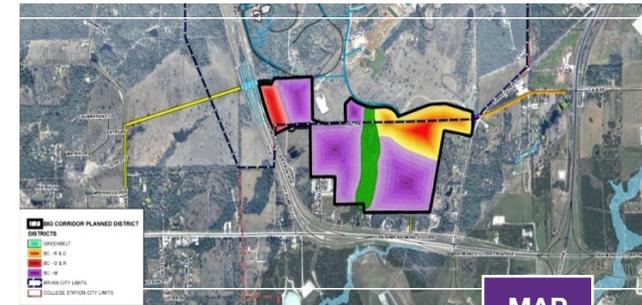
BioCorridor Planned Development District

Adopted September 2012

PDF

Progress in 2013:

- Capital projects
 - > HSC Parkway from Turkey Creek Rd. to SH 47 50% complete-anticipated completion February 2014 (City of Bryan)
 - > Public water lines complete (City of College Station)
 - > Sewer/lift station construction 60% complete - anticipated completion January 2014 (City of Bryan)
 - > Electric utilities along HSC Parkway complete (City of College Station)
 - > Electric utilities final phases - anticipated completion early-mid 2014 (City of College Station)
- Private and public/private partnership development
 - > Final plat complete and development of Nutravita site 40% - anticipated completion April 2014 (Bryan)
 - > Final plat complete for Texas A&M Center for Innovation in Advance Development and Manufacturing (CIADM) and associated construction of infrastructure anticipated completion December 2013 (College Station)
 - > CIADM \$91 million influenza-vaccines manufacturing facility beginning site work December 2013 - anticipated completion January 2016 (College Station)



MAP

Comprehensive Plan

Special Projects

WEB

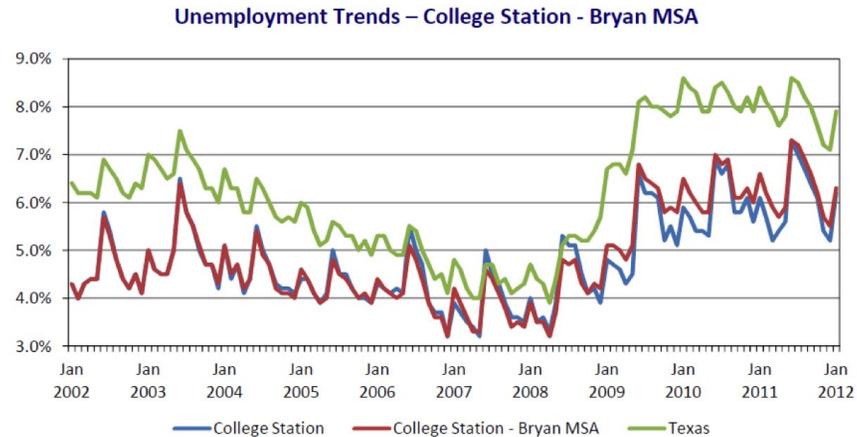
Economic Development Master Plan

Adopted September 2013

WEB

Master plan approach to economic development:

- Build upon a sound foundation
- Diversify the economy
- Redevelop existing assets
- Use incentives strategically
- Establish and act on clear and strategic roles for the City and its economic development partners



Source: Bureau of Labor Statistics

Focused economic development initiatives:

1. Sustain and Enhance High Quality of Life;
2. Support and Partner with Texas A&M University and the Texas A&M University System;
3. Support Retail Development;
4. Support and Stimulate Biotechnology Research and Advanced Manufacturing;
5. Support and Stimulate Health and Wellness Market; and
6. Support and Stimulate Sports, Entertainment, and Hospitality Market.

College Station rankings:

- No. 3 10 Great Places to Live (Kiplinger's)
- No. 4 Best Places to Retire (USA Today)
- Top 10 College Towns in America, 2013 (Livability.com)
- No. 1 College Town in America, 2012 (Livability.com)
- Finalist America's Friendliest Small Town (USA Today/Rand McNally)
- Top 10 Great Cities to Raise Your Kids (Kiplinger's)
- No. 4 Best-Performing Small Metro in U.S. (Milken Institute)
- No. 6 Small U.S. City for Business and Careers (Forbes)

- No. 4 U.S. City for Military Retirement (USAA)
- Top 5 U.S. Cities in Full Blown Economic Expansion (MSNBC)
- No. 7 Small U.S. City for Job Growth (Forbes)
- No. 21 Small U.S. City for Education (Forbes)
- Top 25 Best Places to Retire (Forbes)
- Top 25 U.S. Cities for Working Retirement (Forbes)
- Lowest foreclosure rate in the U.S. (Foreclosure-Response.org)
- Fifth-lowest property tax rate in Texas

Comprehensive Plan

Projects in Progress

Community Development Master Plan

Initiated March 2013, Anticipated completion 2014

Plan goals:

- 1) Examine economically disadvantaged population in College Station
- 2) Analyze what it means to be in poverty locally
- 3) Evaluate existing means of support throughout the community
- 4) Discover where potential gaps exist
- 5) Identify opportunities for intervention

Income facts

- For a two working adult, two child family in the College Station-Bryan MSA to meet basic necessities, the family must have an annual income of \$42,612, or \$3,551 per month
- For all families in College Station, 15.7% are below the poverty level, compared to 13.2% across the state
- 35% of CSISD students are “economically disadvantaged” while 28.5% are eligible for free meals

Housing facts

- More than 60% of College Station renters – compared to only 40% of renters across the state – spend 35% or more of their monthly income on housing

Payday and Auto Title Lending facts

- Borrowers paid approximately \$2.4 million in fees in 2012

Stormwater Master Plan

Initiated 2011

Progress in 2013:

Engineering firm was retained to focus on drainage capacity / flood control projects on the public storm sewer systems and open channels. Will identify and prioritize drainage issues or problems that currently exist in the system.

TMDL Implementation Plan

Total Maximum Daily Load, Approved August 2012 (TCEQ), I-Plan, Approved September 2012 (EPA)

Progress in 2013:

- Coordination and expansion of existing Water Quality Monitoring was initiated
- Establishment of Sanitary Sewer Overflow (SSO) initiatives
- Continuous work towards establishing development mechanisms to mitigate adverse water quality impact
- Improvements to On Site Sewer Facility (OSSF) Program (Septic Systems) have begun
- Monitoring of WWTF effluent E. Coli level is occurring and level are good

Unified Development Ordinance

Amendments in Fiscal Year 2013

WEB

WEB

Area V Parking and Platting in Older Residential Subdivisions Ordinance Amendment

Ordinance #2012-3458, adopted Nov. 8, 2012

Created maximum yard coverage for single-family parking in Area V of Southside Area Neighborhood Plan. Further limited the applicability of additional lot size and lot width requirements for single-family plats to areas designated Neighborhood Conservation.

Airport Height Reference Ordinance Amendment

Ordinance #2013-3471, adopted Jan. 10, 2013

Added cross references to the Easterwood Field Airport Zoning Ordinance.

Micro-Industrial Ordinance Amendment

Ordinance #2012-3510, adopted July 25, 2013

Permitted micro-industrial uses in NG-1 Core Northgate and NG-2 Transitional Northgate zoning districts.

Block & Cul-de-Sac Length Ordinance Amendment

Ordinance #2013-3518, adopted Sept. 12, 2013

Increased maximum block length for General Suburban area and increased maximum cul-de-sac length for residential designated areas.

New One- & Two-Family Zoning Districts

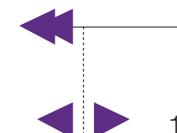
Ordinance #2013-3521, adopted Sept. 12, 2013

Created a new RS Restricted Suburban district and renamed other residential zoning districts.

Single-Family Parking Ordinance Amendments

Ordinance #2013-3522, adopted Sept. 12, 2013

Required one parking space per bedroom with maximum amount of yard coverage for parking. A parking toolbox also created for new single-family developments.



Comprehensive Plan 2014 Priorities

WEB

Proposed Unified Development Ordinance Amendments



New Urban and Growth Area Zoning Districts

New zoning districts will be created to align with both the nomenclature and the character direction provided in the Comprehensive Plan.

WEB



Medical District Coding

Form-based codes will be developed to provide framework for the village center/urban core area of the Medical District.

WEB



Single-Family Overlay Ordinance Amendment

Additional, more flexible single-family preservation options are proposed to be added to the existing tools.



Wellborn Zoning Districts

New zoning districts will be created to align with the goals and direction established in the Wellborn Community Plan.

WEB



Signage Amendment for Places of Worship

Additional, more flexible signage options for Places of Worship located in residential and agricultural areas.



Walton Drive Commercial Overlay

Creation of a zoning overlay to address parking, other non-conformities for the commercial area at Walton Drive and Texas Avenue to increase viability of the area while maintaining character, as recommended in the Eastgate Plan.

WEB



Process Improvement Efforts

Continue to implement the process and service improvements that were previously identified and delivered to the City Council.

Proposed Comprehensive Plan Amendments



Five-year Comprehensive Plan Review

As called for in the Comprehensive Plan, a five-year evaluation and appraisal report will be prepared evaluating the existing Plan and assessing its success in achieving the Community's goals. The purpose is to evaluate outcomes, consider changed conditions, and recommend appropriate modifications.



Area Around the BioCorridor

Based on the land uses in the BioCorridor, it may be appropriate to revisit the planned land uses in the surrounding area.

College Station, the proud home of Texas A&M University and the heart of the Research Valley, will remain a vibrant, forward-thinking, knowledge-based community which promotes the highest quality of life for its citizens by:

- *Ensuring safe, tranquil, clean, and healthy neighborhoods with enduring character;*
- *Increasing and maintaining the mobility of College Station citizens through a well planned and constructed inter-modal transportation system;*
- *Expecting sensitive development and management of the built and natural environment;*
- *Supporting well planned, quality, and sustainable growth;*
- *Valuing and protecting our cultural and historical community resources;*
- *Developing and maintaining quality cost-effective community facilities, infrastructure and services which ensure our City is cohesive and well connected; and,*
- *Pro-actively creating and maintaining economic and educational opportunities for all citizens.*

College Station will continue to be among the friendliest and most responsive of communities and a demonstrated partner in maintaining and enhancing all that is good and celebrated in the Brazos Valley. It will continue to be a place where Texas and the world come to learn, live, and conduct business!





The
**Comprehensive Plan &
Unified Development Ordinance**

A Review of 2013

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 Vision Statement

This year's annual review includes an overview of the major initiatives in implementation of the Comprehensive Plan. Yearly reviews are performed to ensure that the Comprehensive Plan remains relevant and to identify any changes necessary to accommodate College Station's future growth.

Comprehensive Plan

Neighborhood, District & Corridor Plans

Goals of the Comprehensive Plan

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 Mobility | Municipal Facilities & Community Services | Growth Management

Neighborhood, District, and Corridor plans are small area plans that are focused on areas designated for further review in the Comprehensive Plan. These plans are intended to serve as action plans for specific areas that focus on the particular needs and opportunities of the area.



Central College Station

Adopted June 2010

2010 Long Range Planning Award (CTxAPA)

Progress in 2013:

- Created an online clearinghouse for neighborhood organization
- Adopted character-based zoning districts
- Deed enforcement training
- Registered rental code enforcement notification program
- Health and sanitation pre-violation program
- Stormwater promotional activities

Challenges: unorganized neighborhood



Eastgate Neighborhood

Adopted June 2011

Progress in 2013:

- Constructed sidewalks along Lincoln Avenue and University Drive East
- Installed bike lanes along Lincoln Avenue
- Programmed funds for design of Eisenhower Street extension
- Funded preliminary engineering study of Nimitz Street rehabilitation
- Surveyed commercial area at Walton Drive for potential zoning overlay.

Challenges: increase in number of rental properties may be cause of lack of support for neighborhood initiatives



Southside Area Neighborhood

Adopted September 2012

Progress in 2013:

- Adopted platting and parking ordinance revisions for Area V
- Wellborn Road sidewalk under design
- Dexter Drive sidewalk extended
- Initiated UDO amendment to include character preservation option
- Single-family parking standards adopted
- Code enforcement education program initiated

Challenges: relationship between resident-owners and renters/investors, rapid high-density re-development

Comprehensive Plan

Neighborhood, District & Corridor Plans



Wellborn Community Plan

Adopted April 2013

Progress in 2013:

- Initiated Wellborn based zoning districts
- Street overlays complete
- Sanitation transitioned to city service
- Sewer line in land acquisition phase

Challenges: development encroaching on rural lifestyle



South Knoll Area Neighborhood Plan

Adopted September 2013

Progress in 2013:

- Speed awareness program for thoroughfares initiated
- Code enforcement education program initiated
- South Knoll/The Glade utility rehabilitation in final phase

Challenges: Rental property increases, strained owner-occupant and renter/investor relationship

Comprehensive Plan

Neighborhood, District & Corridor Plans



Medical District Master Plan

Adopted October 2012

Progress in 2013:

- Rock Prairie Road bridge upgrade; right-of-way being purchased for future widening
- Scott & White hospital opened
- Strategic Behavioral Health hospital, Aerofit facility under construction
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1,700

acres anchored by The Med and Scott & White hospitals

675

employees & 230+ active physicians at The Med

143

beds at the new Scott & White hospital opened Aug. 2013

65

& older people are among the fastest growing age group in CS

Comprehensive Plan

Bicycle, Pedestrian and Greenways Master Plan



Bicycle, Pedestrian and Greenways Master Plan

Adopted January 2010

2011 Project Plan of the Year (TxAPA)

Progress in 2013:

- Continuous bike lanes on Lincoln Avenue
- New sidewalks on section of University Drive and Dexter Drive
- Design complete for Phase II 2818 Trail
- Design in progress for Wellborn Road sidewalk from Southwest Parkway to Luther Street and for Lick Creek Trail
- Adopt-A-Greenway Program additions at John Crompton Park, Lemontree Park and Wolf Pen Creek Park

Master Plan Goals

- Improve connectivity and accessibility
- Increase safety
- Increase bicycling and walking outdoors
- Encourage environmental stewardship



642

acres of city-owned greenways

154

miles of CS sidewalks

40+

miles of CS bike lanes

#2

% of people bike to work

#2

% of people walk to work

in Texas

Comprehensive Plan

Water/Wastewater Master Plans



Water System Master Plan

Adopted August 2010

Progress in 2013:

- Health Science Center Parkway Water Line Extension complete
- Area 2 (Greens Prairie/Arrington Road) Water Line Extension under design
- Phased expansion of water supply resources and production capacity
 - > High-service pumping improvement project completed
 - > Cooling tower expansion project under design
 - > Sandy Point Pump Station chemical feed & storage system project under design

.....
Challenges: unanticipated development pace (Northgate, North CS); funding



Wastewater System Master Plan

Adopted June 2011

Progress in 2013:

- Bee Creek Trunkline Phase I under construction
- Bee Creek Trunkline Phase II under design
- FM 2154 Sewer Service Extension under design/land acquisition process
- Eastside Sewer Service Extension under design, included as part of the sanitary sewer CCN swap with the City of Bryan, and associated with the BioCorridor Infrastructure Project and ILA.
- Carters Creek WWTP Headworks Improvements under construction
- Lick Creek WWTP Centrifuge Improvements under construction

.....
Challenges: unanticipated development pace (Northgate, Bee Creek, BioCorridor); funding

Joint Rehabilitation Projects

Older neighborhoods, redevelopment areas

Progress in 2013:

- South Knoll/The Glade utility rehabilitation in final phase
- Cooner Street utility rehabilitation under design
- Plantation Oaks water line rehabilitation completed

Comprehensive Plan

Parks and Recreation Master Plan



Parks and Recreation Master Plan

Adopted July 2011

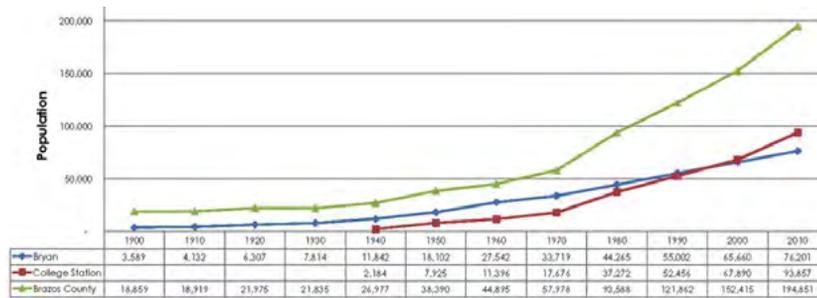
Progress in 2013:

- NRPA CAPRA re-accreditation
- Wolf Pen Creek Festival Site complete
- Senior Games event successful
- Renovations complete at Adamson Lagoon and Bachmann Park
- Lick Creek Nature Center concept plans complete
- Lincoln Recreation Center concept plans initiated
- Veterans Park artificial turf athletic fields under construction
- Lick Creek Trails renovations underway

.....
Challenges: concerns over long-term O&M costs



Comprehensive Plan Special Projects



99,755 population est. in Sept. 2013

Demographic Profile - Census 2010

Completed November 2012

The Demographic Profile report summarizes the Census data for ease of access by residents, property owners, business owners, and policy makers.

93,857

population est.
by 2010 Census

38%

increase
since 2000

47%

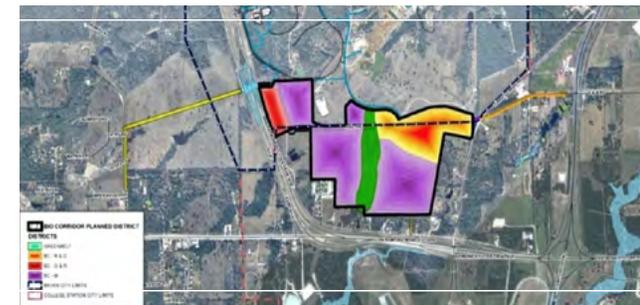
population
of ages 18-24

BioCorridor Planned Development District

Adopted September 2012

Progress in 2013:

- Capital projects
 - > HSC Parkway from Turkey Creek Rd. to SH 47 50% complete-anticipated completion February 2014 (City of Bryan)
 - > Public water lines complete (City of College Station)
 - > Sewer/lift station construction 60% complete - anticipated completion January 2014 (City of Bryan)
 - > Electric utilities along HSC Parkway complete (City of College Station)
 - > Electric utilities final phases - anticipated completion early-mid 2014 (City of College Station)
- Private and public/private partnership development
 - > Final plat complete and development of Nutravita site 40% - anticipated completion April 2014 (Bryan)
 - > Final plat complete for Texas A&M Center for Innovation in Advance Development and Manufacturing (CIADM) and associated construction of infrastructure anticipated completion December 2013 (College Station)
 - > CIADM \$91 million influenza-vaccines manufacturing facility beginning site work December 2013 - anticipated completion January 2016 (College Station)



Comprehensive Plan

Special Projects

Economic Development Master Plan

Adopted September 2013

Master plan approach to economic development:

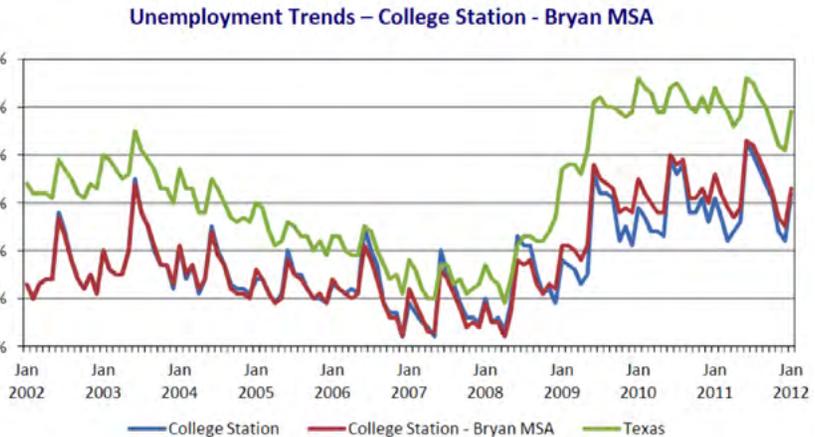
- Build upon a sound foundation
- Diversify the economy
- Redevelop existing assets
- Use incentives strategically
- Establish and act on clear and strategic roles for the City and its economic development partners

Focused economic development initiatives:

- 1) Sustain and Enhance High Quality of Life
- 2) Support and Partner with Texas A&M University and the Texas A&M University System
- 3) Support Retail Development
- 4) Support and Stimulate Biotechnology Research and Advanced Manufacturing
- 5) Support and Stimulate Health and Wellness Market
- 6) Support and Stimulate Sports, Entertainment, and Hospitality Market

College Station rankings

- No. 3 10 Great Places to Live (Kiplinger's)
- No. 4 Best Places to Retire (USA Today)
- Top 10 College Towns in America, 2013 (Livability.com)
- No. 1 College Town in America, 2012 (Livability.com)
- Finalist America's Friendliest Small Town (USA Today/Rand McNally)
- Top 10 Great Cities to Raise Your Kids (Kiplinger's)
- No. 4 Best-Performing Small Metro in U.S. (Milken Institute)
- No. 6 Small U.S. City for Business and Careers (Forbes)



Source: Bureau of Labor Statistics

- No. 4 U.S. City for Military Retirement (USAA)
- Top 5 U.S. Cities in Full Blown Economic Expansion (MSNBC)
- No. 7 Small U.S. City for Job Growth (Forbes)
- No. 21 Small U.S. City for Education (Forbes)
- Top 25 Best Places to Retire (Forbes)
- Top 25 U.S. Cities for Working Retirement (Forbes)
- Lowest foreclosure rate in the U.S. (Foreclosure-Response.org)
- Fifth-lowest property tax rate in Texas

Comprehensive Plan

Projects in Progress

Community Development Master Plan

Initiated March 2013, Anticipated completion 2014

Plan goals:

- 1) Examine economically disadvantaged population in College Station
- 2) Analyze what it means to be in poverty locally
- 3) Evaluate existing means of support throughout the community
- 4) Discover where potential gaps exist
- 5) Identify opportunities for intervention

Income facts

- For a two working adult, two child family in the College Station-Bryan MSA to meet basic necessities, the family must have an annual income of \$42,612, or \$3,551 per month
- For all families in College Station, 15.7% are below the poverty level, compared to 13.2% across the state
- 35% of CSISD students are “economically disadvantaged” while 28.5% are eligible for free meals

Housing facts

- More than 60% of College Station renters – compared to only 40% of renters across the state – spend 35% or more of their monthly income on housing

Payday and Auto Title Lending facts

- Borrowers paid approximately \$2.4 million in fees in 2012

Stormwater Master Plan

Initiated 2011

Progress in 2013:

Engineering firm was retained to focus on drainage capacity / flood control projects on the public storm sewer systems and open channels. Will identify and prioritize drainage issues or problems that currently exist in the system.

TMDL Implementation Plan

Total Maximum Daily Load, Approved August 2012 (TCEQ), I-Plan, Approved September 2012 (EPA)

Progress in 2013:

- Coordination and expansion of existing Water Quality Monitoring was initiated
- Establishment of Sanitary Sewer Overflow (SSO) initiatives
- Continuous work towards establishing development mechanisms to mitigate adverse water quality impact
- Improvements to On Site Sewer Facility (OSSF) Program (Septic Systems) have begun
- Monitoring of WWTF effluent E. Coli level is occurring and level are good

Unified Development Ordinance

Amendments in Fiscal Year 2013

Area V Parking and Platting in Older Residential Subdivisions Ordinance Amendment

Ordinance #2012-3458, adopted Nov. 8, 2012

Created maximum yard coverage for single-family parking in Area V of Southside Area Neighborhood Plan. Further limited the applicability of additional lot size and lot width requirements for single-family plats to areas designated Neighborhood Conservation.

Airport Height Reference Ordinance Amendment

Ordinance #2013-3471, adopted Jan. 10, 2013

Added cross references to the Easterwood Field Airport Zoning Ordinance.

Micro-Industrial Ordinance Amendment

Ordinance #2012-3510, adopted July 25, 2013

Permitted micro-industrial uses in NG-1 Core Northgate and NG-2 Transitional Northgate zoning districts.

Block & Cul-de-Sac Length Ordinance Amendment

Ordinance #2013-3518, adopted Sept. 12, 2013

Increased maximum block length for General Suburban area and increased maximum cul-de-sac length for residential designated areas.

New One- & Two-Family Zoning Districts

Ordinance #2013-3521, adopted Sept. 12, 2013

Created a new RS Restricted Suburban district and renamed other residential zoning districts.

Single-Family Parking Ordinance Amendments

Ordinance #2013-3522, adopted Sept. 12, 2013

Required one parking space per bedroom with maximum amount of yard coverage for parking. A parking toolbox also created for new single-family developments.

Comprehensive Plan 2014 Priorities

Proposed Unified Development Ordinance Amendments



New Urban and Growth Area Zoning Districts

New zoning districts will be created to align with both the nomenclature and the character direction provided in the Comprehensive Plan.



Medical District Coding

Form-based codes will be developed to provide framework for the village center/urban core area of the Medical District.



Single-Family Overlay Ordinance Amendment

Additional, more flexible single-family preservation options are proposed to be added to the existing tools.



Wellborn Zoning Districts

New zoning districts will be created to align with the goals and direction established in the Wellborn Community Plan.



Signage Amendment for Places of Worship

Additional, more flexible signage options for Places of Worship located in residential and agricultural areas.



Walton Drive Commercial Overlay

Creation of a zoning overlay to address parking, other non-conformities for the commercial area at Walton Drive and Texas Avenue to increase viability of the area while maintaining character, as recommended in the Eastgate Plan.



Process Improvement Efforts

Continue to implement the process and service improvements that were previously identified and delivered to the City Council.

Proposed Comprehensive Plan Amendments



Five-year Comprehensive Plan Review

As called for in the Comprehensive Plan, a five-year evaluation and appraisal report will be prepared evaluating the existing Plan and assessing its success in achieving the Community's goals. The purpose is to evaluate outcomes, consider changed conditions, and recommend appropriate modifications.



Area Around the BioCorridor

Based on the land uses in the BioCorridor, it may be appropriate to revisit the planned land uses in the surrounding area.

College Station, the proud home of Texas A&M University and the heart of the Research Valley, will remain a vibrant, forward-thinking, knowledge-based community which promotes the highest quality of life for its citizens by:

- *Ensuring safe, tranquil, clean, and healthy neighborhoods with enduring character;*
- *Increasing and maintaining the mobility of College Station citizens through a well planned and constructed inter-modal transportation system;*
- *Expecting sensitive development and management of the built and natural environment;*
- *Supporting well planned, quality, and sustainable growth;*
- *Valuing and protecting our cultural and historical community resources;*
- *Developing and maintaining quality cost-effective community facilities, infrastructure and services which ensure our City is cohesive and well connected; and,*
- *Pro-actively creating and maintaining economic and educational opportunities for all citizens.*

College Station will continue to be among the friendliest and most responsive of communities and a demonstrated partner in maintaining and enhancing all that is good and celebrated in the Brazos Valley. It will continue to be a place where Texas and the world come to learn, live, and conduct business!

