



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final City Council Regular

Monday, September 22, 2014

7:00 PM

City Hall Council Chambers

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

Presentation:

Proclamation in recognition of Alzheimer's Awareness Day.

Proclamation in recognition of Mental Illness Awareness Week.

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.

- 2a. [14-697](#) Presentation, possible action, and discussion of minutes for:
 - September 11, 2014 Workshop
 - September 11, 2014 Regular Council Meeting

Attachments: [WKSHP091114 DRAFT Minutes.pdf](#)
[RM091114 DRAFT Minutes.pdf](#)

- 2b. [14-661](#) Presentation, possible action, and discussion regarding the rejection of all proposals received for RFQ #14-015 for the Electric Substation Automation and Enhancement Project.

Sponsors: Crabb

- 2c. [14-662](#) Presentation, possible action, and discussion regarding the Master Agreement between the City of College Station and The Reynolds

Company for the purchase of Rockwell Automation products and services for a not to exceed amount of \$150,000.

Sponsors: Coleman

Attachments: [Signed - Master Agreement Reynolds and Rockwell](#)

- 2d. [14-666](#) Presentation, possible action, and discussion adopting an Ordinance approving a City Participation Agreement for the roadway and water line improvements in the Bridgewood Subdivision, Ph.1 being made per City Code of Ordinances, Chapter 12, Unified Development Ordinance, Section 8.5, Responsibility for Payment for Installation Costs for a total requested City participation of \$282,353.00.

Sponsors: Gibbs

Attachments: [1 - Attachment 1 - Vicinity Map.jpg](#)
[2 - Attachment 2 - ORDINANCE approving participation agrmt.docx](#)
[3 - Attachment 3 - ContractExecutedBCS.pdf](#)

- 2e. [14-668](#) Presentation, possible action and discussion to authorize expenditure of funds for FY 2015 for items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$50,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.

Sponsors: Kersten

Attachments: [2015 Exemptions List Final 9-16-14.pdf](#)

- 2f. [14-669](#) Presentation, discussion, and possible action to adopt a resolution increasing Emergency Medical Services (EMS) fees as set forth in Chapter 14, Sections 1 and 3 of the Code of Ordinances of the City of College Station.

Sponsors: Kersten

Attachments: [CH 14 Sec 3 Fire Ser Resolution Updated Fee Schedule.docx](#)

- 2g. [14-670](#) Presentation, possible action, and discussion regarding an amendment to the Letter Agreement between the City of College Station and Ingram, Wallis & Co., P.C. for the purposes of Professional Auditing Services for the fiscal year ending on September 30, 2014.

Sponsors: Kersten

Attachments: [Ingram Wallis Letter Agreement](#)
[Addendum to 04 18 14 Eng Ltr.pdf](#)

- 2h. [14-672](#) Presentation, possible action and discussion regarding the second renewal of General Services Contract 12-300 with Xpedient Mail for printing and mailing of utility bills, final notices and inserts for an estimated annual expenditure of \$230,000 .

Sponsors: Kersten

Attachments: [Xpedient Renewal 2 Contract Agreement Routing Form 082914.pdf](#)
[Xpedient Contract Renewal 082914.pdf](#)

- 2i. [14-675](#) Presentation, possible action, and discussion regarding award of Bid #14-085 to Cleveland Asphalt Products, Inc. to provide emulsified asphalt products for the maintenance of streets in an amount not to exceed \$136,992.00.

Sponsors: Harmon

Attachments: [Tabulation.pdf](#)

- 2j. [14-676](#) Presentation, possible action, and discussion of the second renewal of Service Contract No. 12-291 between the City of College Station and JNA Painting and Contracting in the amount of \$57,931.00 for the purpose of various interior / exterior painting of City buildings.

Sponsors: Harmon

Attachments: [Contract 12-291 Annual Painting Ren2.pdf](#)

- 2k. [14-677](#) 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 \$330,000 for a total not to exceed amount of \$1,718,150 for fiscal year 2014.

Sponsors: Harmon

- 2l. [14-678](#) Presentation, possible action, and discussion regarding the approval of a consultant contract (No. 14-201) with Kimley-Horn and Associates, Inc. in the amount of \$232,350.00, for a preliminary engineering report for the Eastgate Utility Rehabilitation Phase IV Project.

Sponsors: Harmon

Attachments: [Eastgate Phase IV Rehab Project Location Map.pdf](#)

- 2m. [14-679](#) Presentation, possible action and discussion on approving a resolution; and an Advance Funding Agreement (AFA) between the City of College Station and the State of Texas, acting through the Texas Department of Transportation (TxDOT) for the design of raised medians and pedestrian improvements on University Drive .

Sponsors: Harmon

Attachments: [For Execution_0506-01-098_FM60_AFA_LongGen.pdf](#)
[Project Location Map.pdf](#)
[TXDOT AFA Res 9-10-14.docx](#)

- 2n. [14-680](#) Presentation, possible action, and discussion on a professional services contract (Contract No. 14-438) with Gattis Engineering, LLC, in the amount of \$219,516 for the detailed design of the University Drive Raised Median Project.

Sponsors: Harmon

Attachments: [Project Location Map.pdf](#)

- 2o. [14-681](#) Presentation, possible action and discussion regarding the rejection of bid 14-084 (TAMU Football Game Day Traffic Control Phase I) for the deployment of traffic control for the first two TAMU home football games; and the award of bid 14-087 (TAMU Football Game Day Traffic Control Phase II) to N-Line Traffic Control and a purchase order for N-Line Traffic Control for \$54,389 to purchase the traffic control equipment rental costs for the last four TAMU home football games.

Sponsors: Harmon

- 2p. [14-684](#) Presentation, possible action, and discussion on three contracts with TASER International to purchase Tasers and body cameras to the College Station Police Department.

Sponsors: Norris

Attachments: [Body Camera.pdf](#)
[Taser.pdf](#)
[Motor Unit.pdf](#)

- 2q. [14-691](#) Presentation, possible action, and discussion regarding City of College Station Excess Liability and Workers' Compensation Insurance, Property/Boiler & Machinery, Commercial Crime, EMT Liability, and Auto Property Damage policies for Fiscal Year 2014. FY15 premiums for all lines of coverage total \$454,832.86.

Sponsors: Pond

Attachments: [Insurance 2015 Table.doc](#)
[Insurance FY15 McGriff Renewal Recom with EMT.doc](#)

- 2r. [14-696](#) Presentation, possible action and discussion regarding a real estate agreement for the purchase of right-of-way along Rock Prairie Road between State Highway 6 and Normand Drive.

Sponsors: Harmon

Attachments: [CVS Parcel Map.pdf](#)

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. [14-683](#) Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to GC General Commercial and OV Overlay for a .48 acre tract for the property being the remainder of a called .5187 acre tract as described by a deed to the State of Texas recorded in volume 863, page 231 of the official records of Brazos County, Texas, generally located at 960 William D. Fitch Parkway.

Attachments: [Background](#)
 [Sam and Aerial](#)
 [Ordinance](#)

2. [14-685](#) Public Hearing, presentation, possible action, and discussion on Budget Amendment #5 amending Ordinance No. 3523 which will amend the budget for the 2013-2014 Fiscal Year in the amount of \$7,660,468; and presentation, possible action and discussion on a contingency transfer in the amount of \$35,500.

Sponsors: Kersten

Attachments: [BA #5 list.docx](#)
[FY14 Budget Amendment #5 ordinance .docx](#)

3. [14-671](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations for Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking at Any Time" of the Code of Ordinances of the City of College Station, Texas, to temporarily remove parking along the 300 Block of First Street.

Sponsors: Singh

Attachments: [Location Map](#)
[Ordinance](#)

4. [14-698](#) Public hearing, presentation, possible action, and discussion regarding a presentation of the Comprehensive Plan Five-Year Evaluation and Appraisal Report.

Sponsors: Prochazka

Attachments: [Comprehensive Plan Five-Year Evaluation & Appraisal Report](#)

5. [14-673](#) Presentation, possible action, and discussion on an ordinance adopting the City of College Station 2014-2015 Budget; and presentation, possible action and discussion ratifying the property tax revenue increase reflected in the budget.

Sponsors: Kersten

Attachments: [Appendix A1 - Blank FY15 Budget Adoption Ordinance.docx](#)
[FY15 Attachment A_rev.pdf](#)

6. [14-667](#) Presentation, possible action, and discussion on approval of an ordinance adopting the City of College Station 2014-2015 ad valorem tax rate of \$0.452500 per \$100 assessed valuation, the debt service portion being \$0.193053 per \$100 assessed valuation and the operations and maintenance portion being \$0.259447 per \$100 assessed valuation.

Sponsors: Kersten

Attachments: [Appendix A2 - FY14 Tax Rate Ordinance.pdf](#)

7. [14-682](#) Presentation, possible action, and discussion on an ordinance amending That Chapter 11, "Utilities", Section 5 "Solid Waste Collection Regulations", E "Collection Rates", (1) "General Rate Provision", (2) "Commercial Collection Rates" and (3) "Additional

Charges”, of the Code of Ordinances of the City of College Station, Texas.

Sponsors: Harmon

Attachments: [Summary of Service Levels.pdf](#)
[2014 Sanitation Rate Ordinance.docx](#)

8. [14-636](#) Presentation, possible action and discussion regarding appointments to the following boards and commissions:
- Bicycle, Pedestrian, and Greenways Committee

9. 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



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 22nd of September at 7:00 p.m. 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 September 2014 at 5:00 p.m.



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on September 18, 2014 at 5:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

This 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.



Legislation Details (With Text)

File #: 14-697 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Agenda Ready
File created: 9/15/2014 **In control:** City Council Regular
On agenda: 9/22/2014 **Final action:**

Title: Presentation, possible action, and discussion of minutes for:
· September 11, 2014 Workshop
· September 11, 2014 Regular Council Meeting

Sponsors:

Indexes:

Code sections:

Attachments: [WKSHP091114 DRAFT Minutes.pdf](#)
[RM091114 DRAFT Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of minutes for:
· September 11, 2014 Workshop
· September 11, 2014 Regular Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
SEPTEMBER 11, 2014

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Steve Aldrich
Karl Mooney
John Nichols
Julie Schultz
James Benham

City Staff:

Kelly Templin, City Manager
Chuck Gilman, Deputy City Manager
Carla Robinson, City Attorney
Tanya McNutt, Deputy City Secretary
Ian Whittenton, Records Management Coordinator

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Berry at 4:40 p.m. on Thursday, September 11, 2014 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, and §551.087-Economic Development Negotiations, the College Station City Council convened into Executive Session at 4:41 p.m. on Thursday, September 11, 2014 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. 13-002978-CV-361, Deluxe Burger Bar of College Station, Inc. D/B/A Café Eccell v. Asset Plus Realty Corporation, City of College Station, Texas and the Research Valley Partnership, Inc., In the 361st Judicial District Court, Brazos County, Texas
- Margaret L. Cannon v. Deputy Melvin Bowser, Officer Bobby Williams, Officer Tristan Lopez, Mr. Mike Formicella, Ms. Connie Spence, Cause No. 13 002189 CV 272, In the 272nd District Court of Brazos County, Texas
- Bobby Trant v. BVSWMA, Inc., Cause No. 33014, In the District Court, Grimes County, Texas, 12th Judicial District
- Robyn Taylor, et al vs. Boomfit, Carlos Lima and Alicia Lima and Lincoln Recreational Center, Cause No. 13 003118 CV 85, In the 85th District Court of Brazos County, Texas

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

- Legal advice related to an amendment to the economic development agreement between College Station and Kalon

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

- Property located at or near 204-220 Holleman Drive in College Station
- Property located generally southeast of the intersection of Texas Avenue and Francis Drive in College Station, Texas

D. Deliberation on financial or other incentives to locate, stay, or expand a business prospect in or near the City limits; to wit:

- Economic incentives related to a proposed community-wide private fiber optic broadband network

The Executive Session adjourned at 5:52 p.m.

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

No action was required from Executive Session.

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

No items were pulled for clarification.

5. Presentation, possible action, and discussion regarding the updated Master Plan for the Southeast Community Park, Lick Creek Greenway, & Rock Prairie Landfill Property use.

David Schmitz, Director of Parks and Recreation, briefed the Council on the updated Master Plan for the Southeast Community Park, Lick Creek Greenway, and the Rock Prairie Landfill property showing the relationships of the separate properties as they pertain to an area/regional plan. The Southeast Park property is slated for development as a community park with baseball/softball athletic facilities. The Lick Creek Greenways property is the site of a major section of the already

funded Lick Creek Hike & Bike Trail. The landfill property, which is currently under oversight by BWSWMA, has potential for additional park development.

Mr. Schmitz addressed Council's concerns on the City's access to the Rock Prairie Landfill site, including the right of first refusal and development options. He also addressed already planned improvements, their completion dates, and funding options which included Hotel Occupancy Tax (HOT), Tax Increment Refinance Zone (TIRZ), and the upcoming bond elections.

Bryan Griesbach, Director of BWSWMA, addressed the current functional use of the Rock Prairie Landfill site as a training facility and green buffer. He stated there would be no functional loss for BWSWMA if the site was developed.

Council recommended moving forward with the updated Master Plan for the Southeast Community Park, Lick Creek Greenway, & Rock Prairie Landfill Property use.

No action was required.

6. Council Calendar

Council reviewed the calendar.

Councilmember Aldrich also shared information on an upcoming event with the Convention and Visitors Board at the Hilton on September 19th.

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 Brick requested a future agenda item for an update on the Medical District.

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, BWSWMA, 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 gave an update on the Sister Cities Association

Councilmember Aldrich gave an update on the Arts Council of Brazos Valley.

9. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 6:24 p.m. on Thursday, September 11, 2014.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
SEPTEMBER 11, 2014

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Steve Aldrich
Karl Mooney
John Nichols
Julie Schultz
James Benham

City Staff:

Kelly Templin, City Manager
Carla Robinson, City Attorney
Chuck Gilman, Deputy City Manager
Tanya McNutt, Deputy City Secretary
Ian Whittenton, Records Management Coordinator

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Berry at 7:02 p.m. on Thursday, September 11, 2014 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

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

Boy Scout Troop 967 led the assembly in the Pledge of Allegiance.

Mayor Berry presented a joint proclamation from Brazos County, City of Bryan, and City of College Station to Larry Koeninger, Director of the Bryan-College Station Public Library System, in recognition of September being library card sign-up month.

Citizen Comments

Ben Roper, 5449 Prairie Dawn Court, came before Council to honor the service and sacrifice of Lt. Jonathan David Rozier.

Johnny W. Rouse, 16571 Windy Ryon Rd., came before council to speak on his concerns over the policies and procedures of the Aggieland Humane Society. He believes that that they may be euthanizing owner-surrender pets without providing the opportunity for adoption and would like council to look into this policy.

Philomina Rouse, 16571 Windy Ryon Rd., came before council to request that the policies of Aggieland Humane Society be examined as she believes that they are euthanizing animals without offering them for adoption.

CONSENT AGENDA

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

- **March 13, 2014 Regular Council Meeting (Amended)**
- **August 25, 2014 Workshop**
- **August 25, 2014 Regular Council Meeting**
- **September 3, 2014 Special Meeting**

2b. Presentation, possible action, and discussion on Resolution 09-11-14-2b and amendment to the Economic Development Agreement between the City of College Station and Kalon Biotherapeutics.

2c. Presentation, possible action, and discussion on Ordinance 2014-3597 updating water tap fees to reflect current costs by amending Chapter 11, “Utilities” Section 2 “Water And Sewer Services”, D “Water and Sewer Rates, Usage Charges and Fees”, 4 “Water and Sewer Tap Fees, Meter Set-In Fees, and Sewer Inspection Fees”, A (1) “Fee for Water Tap” of the Code of Ordinances.

2d. Presentation, possible action, and discussion on Ordinance 2014-3598 amending Chapter 10, “Traffic Code”, Section 2 “Traffic Control Devices”, C “Four-Way Stop Intersections”, Traffic Schedule II - “Four-Way Stop Intersections”, of the Code of Ordinances of the City of College Station, Texas, by implementing an all-way stop control intersection at the intersection of Cross Street and Dogwood Street.

2e. Presentation, possible action and discussion regarding a real estate contract for the purchase of right-of-way along Rock Prairie Road between State Highway 6 and Normand Drive.

2f. Presentation, possible action and discussion regarding the service contract (Contract No. 14-372) with Cal’s Body Shop for annual automobile and truck paint and body repairs in an amount not to exceed \$60,000.

2g. Presentation, possible action, and discussion regarding the approval of Election Judges for the November 4, 2014 General Election. *Presentación, posible acción y diálogo con respecto a la aprobación de Jueces para las Elecciones Generales del 4 de noviembre de, 2014.*

2h. Presentation, possible action, and discussion on renewal of an Enterprise Agreement (EA) for Microsoft software with SHI Government Solutions for a three year period totaling \$93,818.70.

2i. Presentation, possible action and discussion on a bid award for the annual purchase of single phase transformers, which will be maintained in electrical inventory to be issued and expended as needed. The award is being recommended to Techline as the lowest responsible bidder for a not to exceed amount of \$240,433.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Shultz the City Council voted seven (7) for and none (0) opposed, to approve the Consent Agenda. The motion carried unanimously.

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2014-3599, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to E Estate for approximately 71 acres being all of the remainder of a 39.44-acre tract as described as Tract One and the remainder of a 29.29-acre tract as described as Tract Two by a deed of Joe & Janet Johnson Land & Investments, LP recorded in volume 7803, page 244, a 2.84-acre tract as described by a deed to Joe & Janet Johnson Land & Investments, LP recorded in volume 8017, page 273, and a 0.216-acre tract as described by a deed to Joe & Janet Johnson Land & Investments, LP recorded in volume 8317, page 62 of the Official Public Records of Brazos County, Texas, generally located at 8601 Rock Prairie Road.

Councilmember Shultz recused herself from this item.

Jason Schubert, Planning and Development Services, stated that this request is to rezone the property from Rural to Estate.

The Planning and Zoning Commission considered this item at their August 21 meeting and voted unanimously to recommend approval. Staff also recommends approval.

At approximately 7:24 p.m., Mayor Berry opened the Public Hearing.

Joe Schultz, 3208 Innsbruck Cir, spoke briefly in favor of this rezoning.

There being no further comments, the Public Hearing was closed at 7:25 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Aldrich, the City Council voted six (6) for and none (0) opposed, with Councilmember Schultz recusing herself, to adopt Ordinance 2014-3599, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to E Estate for approximately 71 acres being all of the remainder of a 39.44-acre tract as described as Tract One and the remainder of a 29.29-acre tract as described as Tract Two by a deed of Joe & Janet Johnson Land & Investments, LP recorded in volume 7803, page 244, a 2.84-acre tract as described by a deed to Joe & Janet Johnson Land & Investments, LP recorded in volume 8017, page 273, and a 0.216-acre tract as described by a deed to Joe & Janet Johnson Land & Investments, LP recorded

in volume 8317, page 62 of the Official Public Records of Brazos County, Texas, generally located at 8601 Rock Prairie Road. The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion on the City of College Station FY2014-2015 Proposed Budget.

Jeff Kersten, Assistant City Manager, stated that the City Charter requires that the City Council call and hold a public hearing on the proposed budget. Council first received the proposed budget on August 14, 2014, and three budget workshops were held to review the proposed budget. The FY2014-2015 Budget will be considered for adoption on September 22, 2014. The total proposed budget is \$253,041,517.

At approximately 7:26 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:26 p.m.

No action was taken.

3. Public Hearing, presentation, possible action and discussion on the City of College Station 2014 advertised ad valorem tax rate of \$0.4525 per \$100 valuation resulting in an increase in tax revenues. Also discussion and possible action on announcing the meeting date, time and place to adopt the tax rate.

Jeff Kersten, Assistant City Manager, noted that the Texas Property Tax Code requires that if an entity wishes to increase tax revenues over the effective tax rate then that entity must call and hold two public hearings on the proposed tax rate. The tax rate for which Council will hold a Public Hearing is \$0.452500 per \$100 assessed valuation. The first public hearing on the tax rate was held on Wednesday September 3. The City Council will vote on the tax rate on Thursday, September 22.

At approximately 7:31 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:31 p.m.

Mayor Berry announced that council will take a vote on the tax rate on September 22, 2014 in Council Chambers at 7:00 p.m.

No action was taken.

4. Public Hearing, presentation, possible action, and discussion regarding the award of Bid No. 14-071 to Halcon Energy Properties, Inc. for the lease of oil, gas, and related hydrocarbon mineral interests.

Chris Jarmon, Assistant to the City Manager, stated that the City of College Station owns mineral interests on approximately 26 tracts of land, generally located in the vicinity of Wellborn Road and 2818. The City put these mineral interests out to bid. Halcon Energy Properties, Inc. was the only bidder to respond and submit a bid.

Staff recommends awarding the bid submitted by Halcon Energy Properties, Inc. and entering into the mineral lease for oil, gas, and related hydrocarbons with Halcon Energy Properties, Inc.

At approximately 7:41 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:41 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Aldrich, the City Council voted seven (7) for and none (0) opposed, to award of Bid No. 14-071 to Halcon Energy Properties, Inc. for the lease of oil, gas, and related hydrocarbon mineral interests. The motion carried unanimously.

5. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2014-3600 amending Chapter 7, "Health and Sanitation", of the Code of Ordinances of the City of College Station, Texas, by amending section 9, "Tobacco products and smoking"; to prohibit the sale of electronic cigarettes to, possession of and use of by minors; providing a severability clause; declaring a penalty; and providing an effective date.

Chris Jarmon, Assistant to the City Manager, noted that the ordinance brought before Council on August 25 would have placed prohibitions on minors' access to e-cigarettes, as well as placed restrictions on where the products may be used in public. After careful consideration, staff has decided to bring forward an ordinance that only places restrictions on minors' access to e-cigarettes. This will give staff additional time to research provisions related to public use restrictions on e-cigarettes, while also satisfying Council's request to bring the item back.

Staff recommends that e-cigarettes be regulated under Chapter 7 (Health and Sanitation) of the Code of Ordinances, and specifically, recommends two (2) limitations on the use of e-cigarettes:

1. E-cigarettes cannot be sold to minors; and
2. Minors cannot be in possession or use e-cigarettes.

At approximately 7:50 p.m., Mayor Berry opened the Public Hearing.

Sherry Ellison, 2705 Brookway Dr, came before Council to speak about her concerns for the potential health effects of e-cigarettes. She also voiced her support for this item and additional regulation.

Loree Hylton, 669 Stonewall Jackson Drive, Conroe TX, came before council to speak as the owner of Aggieland Vapors, a local business that sells e-cigarettes and related paraphernalia. She stated that she believes e-cigarettes are a healthier option to traditional cigarettes, and her business does not market the product to children.

There being no further comments, the Public Hearing was closed at 7:57 p.m.

A motion was made by Councilmember Mooney and seconded by Councilmember Aldrich, to adopt Ordinance 2014-3600, amending Chapter 7, "Health and Sanitation", of the Code of Ordinances of the City of College Station, Texas, by amending section 9, "Tobacco products and smoking"; to prohibit the sale of electronic cigarettes to, possession of and use of by minors; providing a severability clause; declaring a penalty; and providing an effective date.

MOTION: Upon a motion by Councilmember Brick and a second by Councilmember Shultz, the City Council voted three (3) for and four (4) opposed, with Councilmembers Aldrich, Mooney, Nichols, and Benham voting against, to amend the previous motion, to add back the provision prohibiting e-cigarettes where traditional cigarettes are prohibited. The motion to amend failed.

MOTION: Upon a motion by Councilmember Mooney and a second by Councilmember Aldrich, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2014-3600, amending Chapter 7, "Health and Sanitation", of the Code of Ordinances of the City of College Station, Texas, by amending section 9, "Tobacco products and smoking"; to prohibit the sale of electronic cigarettes to, possession of and use of by minors; providing a severability clause; declaring a penalty; and providing an effective date. The motion carried unanimously.

6. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 8:13 p.m. on Thursday, September 11, 2014.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary



Legislation Details (With Text)

File #: 14-661 **Version:** 2 **Name:** Rejection of RFQ #14-015
Type: Contract **Status:** Consent Agenda
File created: 8/29/2014 **In control:** City Council Regular
On agenda: 9/22/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding the rejection of all proposals received for RFQ #14-015 for the Electric Substation Automation and Enhancement Project.
Sponsors: Timothy Crabb
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the rejection of all proposals received for RFQ #14-015 for the Electric Substation Automation and Enhancement Project.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s):

Staff recommends approval of the rejection of all proposals received, and the recommendation of no award for RFQ #14-015.

Summary:

On November 22, 2013 ten (10) sealed proposals were received and opened in response to RFQ 14-015 for the Electric Substation Automation and Enhancement Project. After evaluating the proposals, one firm was selected to submit an engineering proposal with pricing. Upon receipt of the engineering proposal, it was determined that the scope of the project would need to be re-evaluated. Electrical staff will re-evaluate the scope of work needed and re-write the proposal to put together a new RFQ for this future project.

Budget & Financial Summary:

The rejection of RFQ 14-015 will have no impact on the Electrical budget.

Attachments:

N/A



Legislation Details (With Text)

File #:	14-662	Version:	2	Name:	Reynolds Purchase Agreement
Type:	Contract	Status:		Status:	Consent Agenda
File created:	9/2/2014	In control:		In control:	City Council Regular
On agenda:	9/22/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding the Master Agreement between the City of College Station and The Reynolds Company for the purchase of Rockwell Automation products and services for a not to exceed amount of \$150,000.				
Sponsors:	David Coleman				
Indexes:					
Code sections:					
Attachments:	Signed - Master Agreement Reynolds and Rockwell				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the Master Agreement between the City of College Station and The Reynolds Company for the purchase of Rockwell Automation products and services for a not to exceed amount of \$150,000.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation: Staff recommends approval.

Summary: This master agreement will enable the Water Services Department to purchase Rockwell Automation products and services, under an umbrella contract with the Reynolds Company. This contract establishes terms and pricing, with discounts applied to normal retail pricing for equipment, and provides a purchasing structure that will function similar to a “Buy Board.”

Water Services has standardized on Rockwell Automation software and equipment in the Supervisory Control and Data Acquisition (SCADA) system, to monitor and control the water production, water distribution, and wastewater treatment plants. This ensures we minimize spare part inventories while maximizing efficiencies by streamlining training and maintenance requirements since all of the Rockwell Automation components are compatible and integrate easily into the new control system. The products available for purchase include all the software modules necessary to support and enhance the system, hardware components consist of all necessary items ranging from the smallest terminal blocks to the Programmable Automation Controllers. The services available include on-site field engineering support, ongoing training, network design and cyber security, Machine reliability analysis, and Systems design. This give the City a balanced approach to system design, operations and maintenance.

Since Rockwell Automation uses specified distributors to market their products, we must go through

the Reynolds Company to purchase Rockwell products. The contract specifies an annual maximum of \$150,000 which will be adequate to keep the SCADA system in top working order. Since the SCADA system is a vital component of the Water Services Department, staff recommends approval.

Budget & Financial Summary: Funding is available for this agreement through the operational budget in the Water Operations and Wastewater Operations. All purchased made under this contract will follow normal procurement rules.

Reviewed and Approved by Legal: Yes

Attachment:

Master Agreement

MASTER AGREEMENT
Rockwell Automation Products and Services

This Master Agreement is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the “City”) and **D. Reynolds Company, LLC**, a Texas Limited Liability Company, dba **The Reynolds Company**, (the “Contractor”), whereby Contractor agrees to provide Rockwell Automation Products and Services in accordance with the terms and conditions herein.

ARTICLE I

1.01 This Master Agreement is for Rockwell Automation Products and Services as set forth in **Exhibit “A”**. The scope and details of the work to be provided to the City by Contractor shall be set forth in each Service Order, a form of which is attached as **Exhibit “B”** to this Agreement and incorporated as though fully set forth herein by reference. Contractor agrees to perform or cause the performance of all the work described in each Service Order. Each Service Order shall expressly reference this Agreement and be executed by both parties. The City Manager or his designee is authorized to sign the Service Orders on behalf of the City.

1.02 Each Service Order shall identify a project manager for each party with respect to the Services set forth therein. Each Service Order shall identify the unique scope and details for each project including location, schedules, and a not-to-exceed amount for fees and expenses.

1.03 Contractor agrees to perform the work described in each Service Order and the City agrees to pay Contractor fees set forth and defined in the applicable Service Order for the services performed by Contractor. The invoices shall be submitted to the City following the 15th day and the last day of each month. The payment terms are net payable within thirty (30) calendar days of the City’s receipt of the invoice. Upon termination of this Agreement, payments under this paragraph shall cease, provided, however, that Contractor shall be entitled to payments for work performed in accordance with this Agreement and any Service Order before the date of termination and for which Contractor has not yet been paid.

1.04 The total amount of payment, including reimbursements, by the City to Contractor for all approved Service Orders to be performed under this Contract may not, under any circumstances, exceed **One Hundred and Fifty Thousand Dollars and no/100 (\$150,000.00)**. There is no minimum amount to be paid by the City to the Contractor under this Contract.

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

1.06 Omitted.

1.07 This contract shall become effective from date of acceptance and approval by the City of College Station. It shall remain in full force and effect with firm fixed bid prices for a period of twelve (12) months.

Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions, for up to **Four(4) additional years (Five (5) years total)**. If, for any reason, funds are not appropriated to continue the contract, the contract shall become null and void and shall terminate.

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

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

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

ARTICLE II

2.01 In developing each Service Order, Contractor shall meet with the City for the purpose of determining the nature of the project, including but not limited to the following: meeting with the City's staff to coordinate project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions and methodologies; devising the format for any interim reports and the final report to the City.

2.02 The City shall direct Contractor to commence work on each project by sending Contractor a fully executed Service Order to begin work on each project.

2.03 Contractor shall consult with the City and may, in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes

related to this Contract, Contractor shall be an independent contractor at all times and is not to be considered either an agent or an employee of the City.

ARTICLE III

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

3.02 Contractor shall keep the City informed of the progress of the work by providing, at the least, monthly updates as to the status of the service being completed and shall guard against any defects or deficiencies in its work.

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

3.04 Contractor's work product shall be the exclusive property of the City. Upon completion or termination of this Contract, and upon the City's request, Contractor shall promptly deliver to the City copies of all records, notes, data, memorandum, models, drawings, specifications, and equipment of any nature that are within Contractor's possession or control and that are the City's property or relate to the City or its business.

ARTICLE IV

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

out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Contractor or by any such subcontractors of any tier, under this Contract.

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

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

ARTICLE V Insurance

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

ARTICLE VI

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

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

ARTICLE VII

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

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

City:
City of College Station
Attn: Michael Kellogg
P.O. Box 9960
College Station, Texas 77842
Phone: (979) 764-3667
MKellogg@cstx.gov

Contractor:
D. Reynolds Company, LLC
dba The Reynolds Company
2680 Sylvania Cross
Fort Worth, Texas 76137
Phone: _____
E-mail: _____

7.03. Contractor shall perform all the work hereunder. Contractor agrees that all of its employees who work on each project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner. Contractor will not employ subcontractors in order to fulfill the obligations under this Contract without the prior written consent of the City.

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

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

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

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

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

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

7.10 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed, unless otherwise noted in Section 1.07 of Article I.

D. REYNOLDS COMPANY, LLC
dba THE REYNOLDS COMPANY

By: _____
Printed Name: Nick Jay
Title: VP
Date: 9/10/14

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Asst. City Manager / CFO
Date: _____

Exhibit A

Discount Schedule for Rockwell Automation Products

Rockwell Area	Beginning Part numbers	Discount Percentage
Drives, Architecture Class up to 60 HP	20B, 20A, 20G1	15
In Cabinet Distributed IO	1734, 1794	15
Networks and Communications	1585, 1783	15
Operator Interface	2711	10
Power and Energy Management Hardware	1404, 1425, 1426, 1411	1
Power Supplies	1606, 1607, 1609	15
Programmable Automation Controllers	1756, 1768, 1769	15
Push Buttons	800	15
Software	9307, 9309, 9315, 9358, 9518, 9521, 9324, 9328, 9355, 9528, 9522, 9701	10
Terminal Blocks and Wiring Systems	1492	15
Encompass Partner Products	Dependent on Partner	0-5
Class Room Training		5
Virtual Instructor Led Training		5

SERVICES
Rate Schedule

Service	Rate
Rockwell Field Service Engineer On Site	\$210.00 / Hr.
Rockwell Field Service Engineer On Site Emergency	\$250.00 / Hr.
Rockwell Field Service Engineer Drive Start up Assistance	\$175.00 / Hr.
Rockwell Field Service Engineer Travel Rate	\$175.00 /Hr.

Exhibit B
SERVICE ORDER FORM

This form shall be used to procure products and services from The Reynolds Company. The Master Agreement (Contract No. 14- 419) entered into by and between the City of College Station and The Reynolds Company is expressly incorporated by reference.

Services to be Performed:

Project Manager for Each Party: _____

Location for Performance of Services: _____

Schedule of Services: _____

Fees for Services: _____

Approved by:

THE REYNOLDS COMPANY

CITY OF COLLEGE STATION

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit C

INSURANCE REQUIREMENTS

During the term of this Agreement Contractor's insurance policies shall meet the following requirements:

I. Standard Insurance Policies Required:

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

II. General Requirements Applicable to All Policies:

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

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.
- C. Coverage shall be at least as broad as ISO form GC 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall not exclude 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 in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- C. Coverage shall be at least as broad as Insurance Service’s Office Number CA 00 01.
- 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 owned autos, leased or rented autos, non-owned autos, any autos and hired autos.

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

VII. Workers’ Compensation Insurance

- A. Workers’ compensation insurance shall include the following terms:
 - 1. Employer’s Liability minimum limits of \$1,000,000.00 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.

VIII. Professional Liability

- A. Coverage shall be written by a carrier rated A:VIII or better in accordance with the current A. M. Best Key Rating Guide
- B. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000. Financial statements shall be furnished to the City of College Station if requested
- C. Claims-made policies require the availability of a two-year or 24-month extended reporting period, with the retroactive date shown on the certificate.

- IX. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved form, and shall contain the following provisions and warranties:
- A. The company is licensed and authorized to do business in the State of Texas.
 - B. The insurance policies provided by the insurance company are underwritten on forms provided by the Texas Department of Insurance or ISO.
 - C. All endorsements and insurance coverages meet or exceed the requirements and instructions contained herein.
 - D. The form of the notice of cancellation, termination, or change in coverage provisions to the City of College Station.
 - E. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/20/2014

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

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

PRODUCER MARSH USA, INC. ONE TOWNE SQUARE, SUITE 1100 SOUTHFIELD, MI 48076 Attn: EDIC Team - F: 313-393-6505 06297-00096--14-15	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED D. REYNOLDS COMPANY, LLC 2680 Sylvania Cross Drive Fort Worth, TX 76137	INSURER A: Zurich American Insurance Company NAIC # 16535	
	INSURER B: N/A NAIC # N/A	
	INSURER C: _____	
	INSURER D: _____	
	INSURER E: _____	
INSURER F: _____		

COVERAGES **CERTIFICATE NUMBER:** CHI-004954174-01 **REVISION NUMBER:** 7

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GLO6800445-17	01/01/2014	01/01/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$250 COMP <input checked="" type="checkbox"/> \$500 COLL			BAP6800444-17	01/01/2014	01/01/2015	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	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC68004423-17	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 CITY OF COLLEGE STATION IS INCLUDED AS ADDITIONAL INSURED (EXCEPT FOR WORKERS COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED AND WHERE REQUIRED BY WRITTEN CONTRACT. A WAIVER OF SUBROGATION APPLIES FOR WORKERS COMPENSATION, AUTOMOBILE LIABILITY, AND GENERAL LIABILITY IN FAVOR OF THE CERTIFICATE HOLDER. WORKERS' COMPENSATION DOES NOT APPLY TO THE MONOPOLISTIC STATES (ND, OH, WA, AND WY), PUERTO RICO, OR THE VIRGIN ISLANDS.

CERTIFICATE HOLDER CITY OF COLLEGE STATION ATTN. RISK MANAGEMENT P. O. BOX 9960 COLLEGE STATION, TX 77842	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 of Marsh USA Inc. John C Hurley



Legislation Details (With Text)

File #:	14-666	Version:	1	Name:	Bridgewood Subdivision, Ph 1 - City Participation Agreement
Type:	Agreement	Status:			Consent Agenda
File created:	9/5/2014	In control:			City Council Regular
On agenda:	9/22/2014	Final action:			
Title:	Presentation, possible action, and discussion adopting an Ordinance approving a City Participation Agreement for the roadway and water line improvements in the Bridgewood Subdivision, Ph.1 being made per City Code of Ordinances, Chapter 12, Unified Development Ordinance, Section 8.5, Responsibility for Payment for Installation Costs for a total requested City participation of \$282,353.00.				
Sponsors:	Alan Gibbs				
Indexes:					
Code sections:					
Attachments:	1 - Attachment 1 - Vicinity Map.jpg 2 - Attachment 2 - ORDINANCE approving participation agrmt.pdf 3 - Attachment 3 - ContractExecutedBCS.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion adopting an Ordinance approving a City Participation Agreement for the roadway and water line improvements in the Bridgewood Subdivision, Ph.1 being made per City Code of Ordinances, Chapter 12, Unified Development Ordinance, Section 8.5, Responsibility for Payment for Installation Costs for a total requested City participation of \$282,353.00.

- Core Services and Infrastructure
- Improving Mobility

Recommendation(s):

Staff recommends approval of the City Participation Agreement.

Summary:

This item is associated with the development of Bridgewood Subdivision, Ph.1 and includes the development of the new Spring Creek Elementary School. The City required the construction of a 12-inch water line for the larger City system. The developer's engineer demonstrated that an 8-inch waterline is sufficient for this development. This city participation request is the construction cost difference for upsizing an 8-inch water line to a 12-inch water line.

Similarly, the City proposed the roadway pavement for WS Phillips Pkwy be constructed of concrete in lieu of asphalt for long-term durability and maintenance. This agreement would participate in the cost difference to provide the concrete road section.

This agreement would also participate in the extension of the noted roadway and water improvements to Barron Road, for increased transportation mobility and utility system connections. These improvements will result in the reconstruction of approximately 300-feet of Barron Cutoff Road between the proposed development and Barron Road.

Under a separate contract, the City has retained the services of an engineering consultant to provide a design for improvements to Barron Road between Barron Cutoff and SH 40 to increase capacity, promote efficient traffic movements, and improve public safety at the intersection of Barron Road and Barron Cutoff.

Budget & Financial Summary:

Oversize Participation (OP) funds in the amount of \$229,626 are available in the Streets Capital Improvement Project (CIP) Fund for the roadway pavement OP portion of this agreement. OP funds in the amount of \$52,727 for the water improvements portion of this agreement will be included as a proposed budget amendment item that will be presented to Council on 9/22/14.

Reviewed and Approved by Legal: Yes

Attachments:

1. Vicinity Map
2. Ordinance approving the Agreement
3. City Participation Agreement



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A PARTICIPATION AGREEMENT BY AND BETWEEN THE CITY AND BCS DEVELOPMENT, INC. FOR THE DEVELOPMENT OF BRIDGEWOOD SUBDIVISION, PHASE 1 PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, BCS Development, Inc. is a developer developing Bridgewood Subdivision, Phase 1; and

WHEREAS, as part of said development, the construction of certain public infrastructure is required; and

WHEREAS, pursuant to Section 212.071 et seq. Texas Local Government Code the City of College Station and the developer have agreed to jointly participate in the construction of certain public infrastructure to wit: Bridgewood Subdivision, Phase 1 Project (“Project”) as further set forth in a Participation Agreement ; now, therefore,

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

PART 1: That the City Council hereby finds it to be in the best interests of its citizens to enter into that one certain Participation Agreement with BCS Development, Inc. for the construction of Bridgewood Subdivision, Phase 1 Project. A copy of said Participation Agreement is attached as Exhibit “A” and incorporated herein by reference.

PART 2: That the City Council hereby approves the contract with BCS Development, Inc. obligating the CITY to pay a maximum of \$282,353.00 out of a total estimated amount of \$1,236,303.03 for the labor, materials and equipment required for the improvements related the Bridgewood Subdivision, Phase 1 Project.

PART 3: That the roadway improvements funding for this Contract shall be as budgeted from the Streets OP Fund, in the amount of \$229,626.00.

PART 4: That the waterline improvements funding for this Contract shall be as budgeted from the Water OP Fund, in the amount of \$52,727.00.

PART 5: That this ordinance shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2014.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney

**CITY OF COLLEGE STATION
PARTICIPATION AGREEMENT FOR PUBLIC IMPROVEMENTS**

This Agreement is entered into by and between the **City of College Station**, a Texas Home Rule Municipal Corporation (hereinafter "City"), and BCS Development, Inc., a Texas corporation (hereinafter "Developer").

WHEREAS, Developer is developing property within the City of College Station, more particularly described as Bridgewood Subdivision, Phase 1 in College Station, Brazos County, Texas (hereinafter "Property") a description of which is attached hereto as **Exhibit "A"**; and

WHEREAS, Developer is required to construct certain public infrastructure, such as roadways, utilities, sidewalks, drainage facilities, water and sewer facilities, etc. that relate to Developer's proposed development; and

WHEREAS, City is required or desirous of assuming some or all responsibility for construction of certain public infrastructure affecting Developer's development; and

WHEREAS, because of this and in order to comply with City's overall development plan both Developer and City agree that it is in the best interests of the public to jointly construct certain identified public infrastructure; and

WHEREAS, the City Engineer has reviewed the data, reports and analysis, including that provided by Developer's engineers, and determined that such public improvement qualifies for joint City-Developer participation; and

WHEREAS, both parties agree as to the nature and proportion of joint participation as further recited herein and as may be required in accordance with Chapter 212, Subchapter C, Developer Participation in Contract for Public Improvement and Chapter 252, Purchasing and Contracting Authority of Municipalities of the Texas Local Government Code; and

WHEREAS, Ed and Penny Thomas have dedicated Right-of-Way and easements in accordance with the City's May 7, 2014 Proposal Letter to Ed and Penny Thomas; and

WHEREAS, BCS Development, Inc. has agreed that all Project construction will be in Final Completion form no later than the Final Completion Date of June 1, 2015; and

NOW, THEREFORE, for and in consideration of the recitations above and the promises and covenants herein expressed, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Approved Plans means the plans and specifications that meet the requirements of this Participation Agreement, the City of College Station Codes and Ordinances and any other applicable laws and that have been submitted to, reviewed and approved by the City of College Station relating to the Project.

1.2 City or College Station means the City of College Station, a Texas Home Rule Municipal Corporation located at 1101 Texas Avenue, College Station, Texas 77840.

1.3 Developer means BCS Development, Inc, a Texas corporation, whose principal office is located 4090 State Hwy 6 South, College Station, Texas 77845.

1.4 Effective Date. The date on which this Agreement is signed by the last party whose signing makes the Agreement fully executed.

1.5 Final Completion. The term "Final Completion" means that all the work on the Project has been completed, a written guarantee of performance for a one year maintenance period has been provided, all final punch list items have been inspected and satisfactorily completed, all payments to material men and subcontractors have been made, all documentation, and all closeout documents have been executed and approved by the Developer as required, all Letters of Completion and other City documentation have been issued for the Project, all reports have been submitted and reporting requirements have been met, and Developer has fully performed any other requirements contained herein.

1.6 Final Completion Date. The term "Final Completion Date" means the agreed upon date, whereby, no later than the agreed upon date, the Project will satisfy all requirements of "Final Completion" as defined in paragraph 1.5.

1.7 Letter of Completion: A letter issued by the City Engineer stating that the construction of public improvements conforms to the plans, specifications and standards contained in or referred to in the Unified Development Ordinance of the City of College Station.

1.8 Property means that certain tracts of land 75.07 Acre Tract in the Robert Stevenson Survey, Abstract No. 54 in College Station, Texas being part of the 154 Acre tract as recorded in Volume 854, Page 57 of the Official Records of Brazos County, Texas, and 4.00 Acre Tract in the Robert Stevenson Survey, Abstract No. 54 in College Station, Texas as recorded in Volume 283, Page 382 of the Official Records of Brazos County, Texas, and as further described in Exhibit "A".

1.9 Project means the construction of Roadway, Utility, and Detention improvements as detailed in **Exhibit "B"**.

**ARTICLE II
CITY COST PARTICIPATION**

2.1 Agree to Participate. City agrees to cost participate in the Project in the maximum amount and percentage as estimated in **Exhibit “C”**. City’s actual rate of participation will be based upon the final actual cost of the Project as reflected by the breakdown of costs required pursuant to this Agreement and will be a percentage not to exceed 23% and in no event shall exceed the maximum amount estimated in **Exhibit “C”**.

2.2 Competitive Bidding. If City’s cost participation exceeds 30% of the total cost of the Project or is located within the extraterritorial jurisdiction of the City, then the Project must be competitively bid pursuant to Chapter 252 of the Texas Local Government Code, as amended.

- a. If City’s participation exceeds 30% of the total cost of the Project, City shall be responsible for advertising and obtaining bids or negotiating proposals for the construction of the Project. Developer shall pay for all costs associated with advertising, printing, and distributing plans and specifications for the Project.
- b. If City’s cost participation is 30% or less of the total cost of the Project and the Project is located within the boundaries of the City, competitive bidding is not required.

2.3 Cost of Project. Developer’s engineer’s detailed cost estimate of the Project is attached hereto and incorporated herein as **Exhibit “C”**.

2.4 Final Completion Date. Developer agrees that all Project construction will be in Final Completion form no later than June 1, 2015, the Final Completion Date.

2.5 Application for Payment. Application for payment by the Developer to the City for payment to the Developer pursuant to the terms of this Agreement must include the following in a form acceptable to City:

- a. Final Completion of the Project in accordance with the Approved Plans
- b. Issuance of all Letters of Completion relating to the Project
- c. Developer’s compliance with all City Codes, Ordinances and standards relating to the Project, the Property and its subdivision and development
- d. Dedication of the land for the right-of-way or easement either by plat or by deed relating to the Project
- e. A current title report as of the date of such land dedication and updated within sixty (60) days of the date of this Agreement
- f. Lien releases or subordinations from all lenders as required by City

- g. Proof that all guarantees of performance and payment as set forth in this Agreement have been met, including all bond requirements when applicable
- h. A breakdown of actual costs of the Project with supporting documentation, including all payment receipts

2.6 City Participation Payment. Developer shall submit the written application for City participation payment within thirty (30) days after issuance of all Letters of Completion relating to the Project or Developer shall be ineligible to receive the City participation payment as specified in this Agreement and City's obligation to cost participate shall terminate without any liability. Applications may not be submitted prior to Final Completion. City will pay its participation funds in one payment within thirty (30) days after receipt of a complete written application for participation payment from Developer.

2.7 Reports, books and other records. Developer shall make its books and other records related to the project available for inspection by City. Developer shall submit to City any and all information or reports requested to verify the expenditures submitted for City participation eligibility including, but not limited to bid documents, payment applications, including any supporting information, canceled checks, copies of construction and engineering documents, as determined by the City Engineer in his sole discretion, for the verification of the cost of the Project detailed in Exhibits "B" and "C" of this Agreement. The submission of these reports and information shall be the responsibility of Developer and shall be certified by Developer's Licensed Professional Engineer at Developer's expense and signed by an authorized official of the entity.

ARTICLE III GOVERNMENTAL IMMUNITY, INDEMNIFICATION, RELEASE AND INSURANCE

3.1 The City by entering into this Agreement, City does not consent to suit; waive its governmental immunity, or the limitations as to damages under the Texas Tort Claims Act.

3.2 Indemnification. Developer agrees to and shall indemnify, hold harmless, and defend City and its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, expert fees and attorney's fees, for injury to or death of any person, or for damage to any property, or for breach of contract, arising out of or in connection with the work done by Developer under this Agreement, regardless of whether such injuries, death, damages or breach are caused in whole or in part by the negligence of City, any other party indemnified hereunder, the Developer, or any third party.

3.3 Release. Developer assumes full responsibility for the work to be performed hereunder, and releases, relinquishes and discharges City, its officers, agents, volunteers and employees, from all claims, demands, and causes of action of every kind and character, including the cost of defense therefore, for any injury to or death of any persons and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in

connection with, Developer's work to be performed hereunder. This release shall apply whether or not said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether or not said claims, demands, and causes of action were caused in whole or in part by the negligence of City, any other party released hereunder, Developer, or any third party.

3.4 Insurance. The Developer 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 Developer or their contractors, agents, representatives, volunteers, or employees. Said insurance shall list College Station, its officers, agents, employees, and volunteers as Additional Insureds. See **Exhibit "D"** for required limits of liability insurance. Certificates of insurance evidencing the required insurance coverages on the most current form approved by the Texas Department of Insurance attached hereto as **Exhibit "E"**.

ARTICLE IV PROJECT AND CONSTRUCTION

4.1 Right to Inspect the Work. City may inspect the improvements for compliance with the Approved Plans during construction. In the event that it is determined by City that any of the work or materials furnished is not in strict accordance with the Approved Plans, City may withhold funds until the nonconforming work conforms to the Approved Plans or terminate this Agreement at City's election without any further liability.

4.2 Independent Contractor. Developer shall be solely responsible for selecting, supervising, and paying its subcontractors and for complying with all applicable laws, including, but not limited to all requirements concerning workers compensation and construction retainage. The parties agree all employees, volunteers, personnel and materials furnished or used by Developer in the installation of the specified improvements will be the responsibility of Developer and understand Developer will not be deemed employees or agents of City for any purpose. Nothing in this Agreement will establish a joint venture between the Developer and the City.

4.3 Payment for materials and labor. Developer shall be solely and exclusively responsible for compensating any of its contractors, employees, subcontractors, material men or suppliers of any type or nature whatsoever and insuring that no claims or liens of any type will be filed against any property owned by City arising out of or incidental to the performance of any service performed pursuant to this Agreement. In the event a statutory lien notice is sent to City, Developer shall, where no payment bond covers the work, upon written notice from the City, immediately obtain a bond at its expense and hold City harmless from any losses that may result from the filing or enforcement of any said lien notice.

4.4 Affidavit of bills paid. Prior to the issuance of a Letter of Completion of the improvements, Developer shall provide City a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, material men, and subcontractors have been released, and that there are no claims pending of which

Developer has been notified. Such affidavit shall be in a form as substantially set forth in **Exhibit “F”** which is attached hereto and incorporated by reference.

4.5 Requirements of Applicable rules remain. This Agreement does not alter, amend modify or replace any other requirements contained in the Code of Ordinances of the City of College Station, Texas, Unified Development Ordinance of the City of College Station, or other applicable law.

ARTICLE V GUARANTEE OF PERFORMANCE AND PAYMENT

5.1 Bonding Requirements of Developer. When City participation is 30% or less of the total value of the Project, Developer will execute the Performance Bond in the form attached in **Exhibit “G”** to ensure construction of the Project. Developer will ensure its contractor performing the Project executes a payment bond to ensure payment to subcontractors, if any. The Performance Bond must be executed by a corporate surety according to Chapter 2253 of the Texas Government Code. The bonds must be in the total amount of the contract price as approved by City.

- a. Developer must provide the City a copy of the contractor’s payment bond before work commences on the Project.

5.2 Bonding Requirements of City. When City participation is greater than 30% of the total value of the Project or when the Project is located within the extraterritorial jurisdiction of the City, the City will ensure that the prime contractor of the Project executes to the City a performance bond and a payment bond as required by Chapter 2253 of the Texas Government Code.

ARTICLE VI GENERAL PROVISIONS

6.1 Amendments. No amendment to this Agreement will be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

6.2 Choice of Law and Venue. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

6.3 Authority to enter into Agreement. Each party represents that it has the full power and authority to enter into and perform this Agreement. The person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of Developer represents that he or she is authorized

to sign on behalf of Developer and agrees to provide proof of such authorization to the City upon request.

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

6.5 Notice. Any notice sent under this Agreement (except as otherwise expressly required) shall be hand delivered, written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:

BCS Development, Inc.
Randy French, President
4090 State Hwy 6 South
College Station, Texas 77845

City of College Station
City Engineer
P.O. Box 9960
College Station, TX 77842

With copies to:
City Attorney and City Manager
P.O. Box 9960
College Station, TX 77842

Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, the party.

6.6 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by Developer without the prior written approval of the City.

6.7 Default. In the event of a breach of this Agreement by Developer, City may terminate this Agreement and exercise any and all legal remedies.

6.8 Exhibits. All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

List of Exhibits:

- A. A description of the Property
- B. A description of the Project
- C. Engineer's estimate of the costs of the Project
- D. Insurance Requirements
- E. Certificates of Insurance
- F. Affidavit of All Bills Paid Form
- G. Performance Bond

BCS DEVELOPMENT, INC.

BY: _____

 VP

Printed Name: _____

Doug Frack

Title: _____

Vice President

Date: _____

9-3-14

CITY OF COLLEGE STATION

BY: _____

City Manager

Date: _____

APPROVED

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

Exhibit A
Description of the Property

DEED OF TRUST

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

Date: October 13, 2005
Grantor: BCS DEVELOPMENT COMPANY
Grantor's Mailing Address (Including county):
4080 S. Highway 8, South
College Station, Brazos County, Texas 77845
Trustee: MICHAEL H. GENTRY
Trustee's Mailing Address (Including county):
1515 Emerald Plaza
College Station, Brazos County, Texas 77845
Beneficiary: WAYNE DUNLAP, BEVERLY FURRER, PATRICIA VOGEL and THOMAS L. BROWN, JR.
Beneficiary's Mailing Address (Including county):
3104 Broadmoor Drive (Wayne Dunlap)
Bryan, Texas 77802
42-747 Edessa Street (Beverly Furrer)
Palm Desert, California 92211
2905 Heights Drive (Patricia Vogel)
Bellingham, Washington 98226
259 Canal Drive N.E. (Thomas L. Brown, Jr.)
Ocean Shores, Washington 98569

Note
Date: October 13, 2005
Amount: \$1,001,120.00
Maker: BCS Development Company
Payee: Wayne Dunlap, Beverly Furrer, Patricia Vogel and Thomas L. Brown, Jr.
Final Maturity Date: October 13, 2011
Terms of Payment (optional): As stated in the Note

Property (Including any improvements):

Being all that certain 75.07 acre tract or parcel of land lying and being situated in the ROBERT STEVENSON SURVEY, A-54, College Station, Brazos County, Texas, and being part of the called 154 acre (net) tract described in the Deed from Florence A. Brown to Beverly J. Furrer, Patricia J. Vogel and Thomas Brown, Jr., as recorded in Volume 854, Page 57, Official Records of Brazos County, Texas, and being also described in the Deed from D. Brooks Cofer, Jr., and Don Dillon to Wayne A. Dunlap and Thomas L. Brown, as recorded in Volume 283, Page 382, Deed Records of Brazos County, Texas; said 75.07 acre tract being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

Prior Lien(s) (Including recording information): None
Other Exceptions to Conveyance and Warranty: As stated in Special Warranty Deed with Vendor's Lien to Grantor of even date herewith.

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor's Obligations

Grantor agrees to:

1. Keep the property in good repair and condition;
2. pay all taxes and assessments on the property when due;
3. preserve the lien's priority as it is established in this deed of trust;
4. maintain, in a form acceptable to Beneficiary, an insurance policy that:
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
 - b. contains an 80% coinsurance clause;
 - c. provides fire and extended coverage, including windstorm coverage;
 - d. protects Beneficiary with a standard mortgage clause;
 - e. provides flood insurance at any time the property is in a flood hazard area; and
 - f. contains such other coverage as Beneficiary may reasonably require;
5. comply at all times with the requirements of the 80% coinsurance clause;
6. deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;
7. keep any buildings occupied as required by the insurance policy; and
8. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

Beneficiary's Rights

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust.
5. If Grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:
 - a. declare the unpaid principal balance and earned interest on the note immediately due;
 - b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
 - c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

Trustee's Duties

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. from the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
 - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance.

General Provisions

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the note or performance of

EXHIBIT "A"

Wayne A. Dunlap
Beverly J. Furrer
Patricia J. Vogel
Thomas L. Brown, JR.
75.07 Acre Tract Two
Robert Stevenson Survey, A-54
College Station, Brazos County, Texas
Continued - Page 3

N 46° 08' 50" W for a distance of 511.64 feet to a 4" creosote post fence corner marking the occupied north corner of the 29.406 acre tract, same being the occupied east corner of the 46.5' access strip,
N 45° 49' 16" W for a distance of 498.35 to a 2" cedar post fence angle point,
N 44° 29' 45" W for a distance of 415.43 to a 3" creosote post fence corner in the southeast line of Barron Cutoff Road marking the occupied north corner of the said access strip;

THENCE N 46° 01' 20" W continuing along the constructed southwest line of the beforementioned 158 acre tract, along the centerline of the existing pavement of Barron Cutoff Road (and it's southward projection) for a distance of 688.21 feet to the PLACE OF BEGINNING, containing 75.07 acres of land, more or less, of which 0.41 acre lies within Barron Cutoff Road.



Surveyed June 2003

By: *[Signature]*
S. M. Kling
R.P.L.S. No. 2003

Prepared 06/11/03
lsw03-03c:lvnlsw75.07:sc:wpd

as stamped herein by me.

Oct 19, 2005

HONORABLE KAREN ROBERTSON, COUNTY CLERK
BRAZOS COUNTY

BRAZOS COUNTY

STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was filed on the date and time stated herein by me and was duly recorded in the volume and page of the Official Public records of:

Leavita Reed
By: _____
Receipt Number - 277384

Document Number: 00907488
Amount 23.00

Recordings

Filed for Record in:
BRAZOS COUNTY
On: Oct 19, 2005 at 03:50P
As a

EXHIBIT "A"

EXHIBIT "A"

Field notes of a 4.00 acres tract or parcel of land lying and being situated in the Robert Stevenson League, A-54, Brazos County, Texas, and being part of the tract of land called 158 acres in the Deed recorded in Volume 283, Page 382 of the Deed Records of Brazos County, Texas and being more particularly described as follows:

BEGINNING at an iron rod set for corner, said iron rod being located at or near the West corner of the beforementioned 158 acres tract, said iron rod also marking the West corner of an 0.527 acre tract out of the said 158 acres tract;

THENCE S 45° 02' 09" E along the Southwest line of the beforementioned 158 acres tract, same being the centerline of Barron Road, same being the Southwest line of the beforementioned 0.527 acre tract for a distance of 359.66 feet to a masonry nail set for corner, said nail marking the South corner of the said 0.527 acre tract;

THENCE N 45° 06' 50" E along the Southeast line of the beforementioned 0.527 acre tract for a distance of 27.58 feet to an iron rod for the **PLACE OF BEGINNING** of the herein described tract of land, said iron rod being located in the Northeast right-of-way line of Barron Road, said iron rod also marking an East corner of the said 0.527 acre tract;

THENCE ALONG the Northeast right-of-way line of Barron Road, same being the Southwest lines of the beforementioned 4.00 acres tract for the following calls:

N 44° 50' 22" W for a distance of 296.75 feet to an iron rod set for angle point;
N 07° 00' 17" N for a distance of 50.68 feet to a cross tie for corner, said cross tie marking an interior corner of the said 0.527 acre tract;

THENCE N 45° 06' 50" E along a fence found marking the Southeast right-of-way line of Barron Road, same being the Southeast line of the beforementioned 0.527 acre tract for a distance of 488.17 feet to an iron rod set for corner, said iron rod marking an East corner of the said 0.527 acre tract;

THENCE S 44° 50' 22" E for a distance of 336.75 feet to an iron rod set for corner;

THENCE S 45° 06' 50" W for a distance of 519.26 feet to the **PLACE OF BEGINNING** containing 4.00 acres of land more or less.

SAVE AND EXCEPT:

Being 0.568 hectare (1.404 acres) of land out of the Robert Stevenson Survey, Abstract No. 54, Brazos County, Texas; said 0.568 hectare (1.404 acres) of land being out of a certain 1.619 hectare (4.000 acres) tract of land described in a Deed from Kit Hanks Stewart to Edward E. Thomas, Jr., et ux dated August 14, 1992, recorded in Volume 1577, Page 136, Official Records of Brazos County (O.R.B.C.); said 0.568 hectare (1.404 acres) of land described by metes and bounds as follows:

COMMENCING at a 13 mm iron rod found for the Southerly corner of said Thomas tract;

North 42 degrees 00 minutes 11 seconds East, along the Southeasterly line of said Thomas tract, a distance of 105.286 meters (345.42 feet) to a 16 mm iron rod with aluminum disk set in the proposed Southwest right of way line of SH 40 for the Southerly corner and **POINT OF BEGINNING** of the herein described tract (proposed baseline sta. 3+098.799, 70.767 meters right);

1. **THENCE** North 51 degrees 24 minutes 07 seconds West, along the proposed Southwesterly right of way line of said SH 40, a distance of 40.614 meters (133.25 feet) to a concrete monument with brass disk set for an angle point (proposed baseline sta. 3+060.000, 72.000 meters right);

2. **THENCE** North 49 degrees 15 minutes 21 seconds West, continuing along the proposed Southwesterly right of way line of said SH 40, a distance of 62.114 meters (203.79 feet) to a 16 mm iron rod with aluminum disk set in the Northwesterly line of said Thomas tract for the Westerly corner of the herein described tract; (proposed baseline sta. 2+997.886, 72.000 meters right);

3. **THENCE** North 42 degrees 00 minutes 11 seconds East, along the Northwesterly line of said Thomas tract, a distance of 56.845 meters (186.50 feet) to a 13 mm iron rod found for the Northerly corner of said Thomas tract and the herein described tract;

4. THENCE South 47 degrees 57 minutes 01 seconds East, along the Northeasterly line of said Thomas tract, a distance of 102.642 meters (336.75 feet) to a 13 min iron rod found for the Easterly corner of said Thomas tract and the herein described tract;

5.) THENCE South 42 degrees 00 minutes 11 seconds West, along the Southeasterly line of said Thomas tract, a distance of 52.984 meters (173.83 feet) to the POINT OF BEGINNING and containing 0.568 hectare (1.404 acres) of land.

FURTHER SAVE AND EXCEPT:

All that certain tract or parcel of land lying and being situated in the Robert Stevenson League, Abstract No. 54, in College Station, Brazos County, Texas, being a part of that 4.00 acre tract conveyed to Edward E. Thomas, Jr. and wife, Penny Sue Thomas, by Deed recorded in Volume 1577, Page 136 of the Official Records of Brazos County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with an aluminum cap stamped "TXDOT ROW MARKER" found at the intersection of the Southwest right-of-way line of the proposed State Highway No. 40 and the Northwest line of the said Thomas tract in the Southeast line of Barron Road, from which another 1/2" iron rod was found N 42° 00' 49" E -- 186.43 feet at the most Northerly corner of the said Thomas tract;

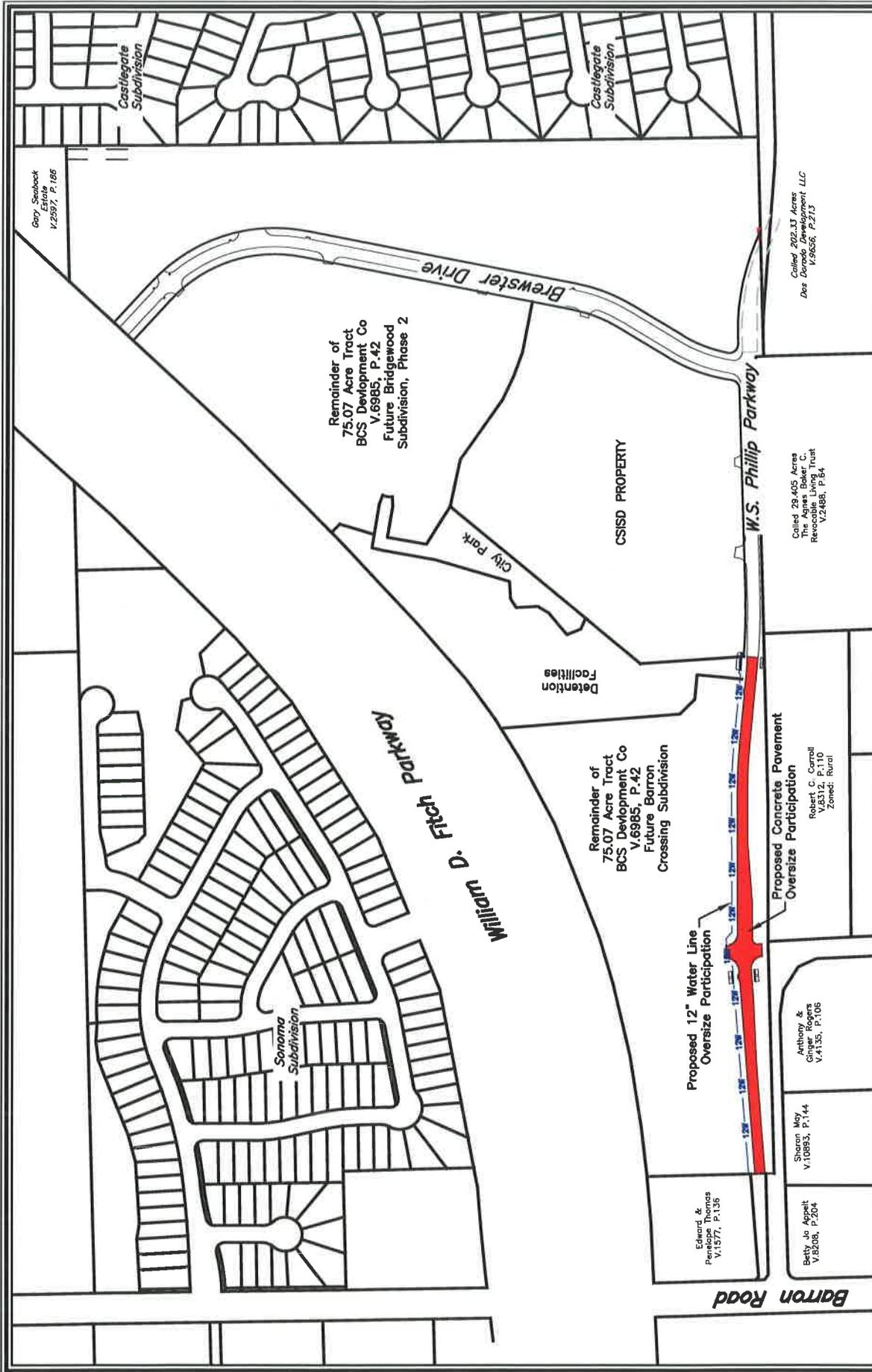
THENCE S 49° 15' 21" E - 23.84 feet along the Southwest right-of-way line of the proposed State Highway No. 40 to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set, for the most Easterly corner of this tract;

THENCE S 41° 44' 12" W - 322.03 feet through the said Thomas tract to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the Southwest line of the said Thomas tract and the Northeast line of Barron Cut-off Road;

THENCE N 10° 06' 18" W - 32.17 feet along the line between Barron Cut-Off Road and the said Thomas tract to a cross-tie fence corner found at the intersection of the Northeast line of Barron Cut-Off Road and the Southeast line of Barron Road;

Thence N 42° 00' 49" E - 301.74 feet along the Northwest line of the said Thomas tract and the Southeast line of Barron Road to the POINT OF BEGINNING and containing 0.18 acres (7,669 square feet) of land more or less; leaving a remainder of 2.41 acres, more or less.

Exhibit B
Description of the Project



DATE: 08/22/14
 DRAWN BY: JDB
 DESIGNED BY: JDB



McCLURE & BROWNE
 ENGINEERING/SURVEYING, INC.
 1008 Woodcreek Drive, Suite 103
 College Station, Texas 77845
 (979) 693-3838
 Firm Reg. No. F-458

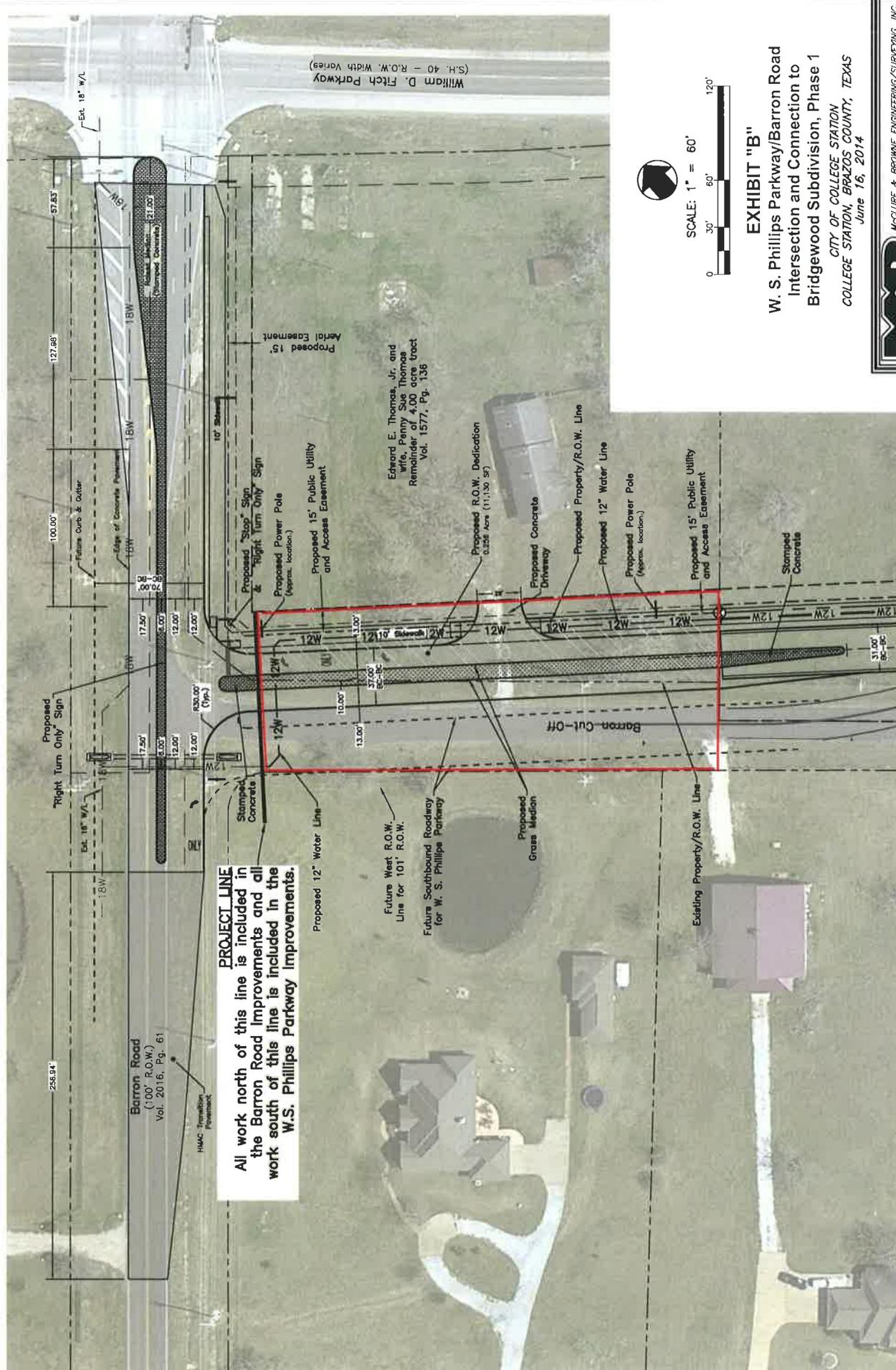


Scale: 1" = 400'

EXHIBIT "A"
Water Line and Concrete Pavement
Oversize Participation Request
Bridgewood Subdivision, Phase 1

August 2014
 Page 1 of 1

08530014-018-01



PROJECT LINE
 All work north of this line is included in the Barron Road Improvements and all work south of this line is included in the W.S. Phillips Parkway Improvements.

William D. Fitch Parkway
 (S.H. 40 - R.O.W. Width Varies)
 Ex. 18" W/L



SCALE: 1" = 60'
 0 30' 60' 120'

EXHIBIT "B"

W. S. Phillips Parkway/Barron Road
 Intersection and Connection to
 Bridgewood Subdivision, Phase 1
 CITY OF COLLEGE STATION
 COLLEGE STATION, BRAZOS COUNTY, TEXAS
 June 16, 2014



McCLURE & BROWNE ENGINEERING/SURVEYING, INC.
 1000 Woodmark Drive, Suite 103, College Station, TX 77845
 Tel: (979) 685-2500 Fax: (979) 685-2504
 E-mail: info@mbes.com
 Proj. No. W-438

Exhibit C
Engineer's estimate of the costs of the Project



August 25, 2014

Alan Gibbs, P.E.
City Engineer
City of College Station
P.O. Box 9960
College Station, Texas 77842

Re.: Bridgewood Subdivision, Phase 1 Oversize Participation Request
MBESI No. 10530014

Dear Alan,

On behalf of BCS Development Co., this letter shall serve as the request from the City of College Station for funding of the oversize participation for the construction of W. S. Phillips Parkway and the associated water line improvements (refer to the attached Exhibits "A" and "B".) The pavement section for W. S. Phillip Parkway has been concrete from Castlegate II through the College Station I.S.D. property. In accordance with the BCS Unified Design Guidelines, the pavement structure for collector and arterial streets are to be based upon a geotechnical report. The geotechnical report prepared by Terracon for this project states that the pavement section could be either a flexible pavement section consisting of 2 inches of HMAC, 10 inches of Base Material over 8 inches of chemically treated subgrade or a rigid pavement section consisting of 8" reinforced concrete over 8 inches of chemically treated subgrade. The additional cost of the rigid pavement section versus the flexible pavement section is estimated to be \$59,077 and the estimated cost of the performance and payment bonds is \$21,438 for a total oversize participation request of \$80,515. Refer to the attached estimate for the W. S. Phillips Parkway Street Improvements for details regarding the estimated costs.

The water line improvements along W.S. Phillips Parkway requires an 8" water line in accordance with the BCS Unified Design Guidelines. However, the City's utility master plan shows a 12" water line is required along W. S. Phillips Parkway. The additional capacity is not needed for the proposed Bridgewood Subdivision; therefore, the Owner/Developer is requesting oversize participation for the up sizing of the water line. The additional cost for up sizing from an 8" water line to a 12" water line is estimated to be \$18,133 and the estimated cost for the performance & payment bonds is \$4,594 for a total oversize participation request of \$22,727. Refer to the attached estimated for the W. S. Phillips Parkway Water Improvements for details regarding the estimated costs.

With the construction of the new Spring Creek Elementary School and significant growth in this area of College Station, the City has requested from BCS Development Co. to facilitate the connection of W. S. Phillips Parkway to Barron Road. This connection will help the traffic circulation within this area of the City. The estimated project cost for this section of W. S. Phillips Parkway is estimated to be \$179,111 which consists of the following: 1) Construction Cost: \$150,742.00, 2) Professional Fees: \$20,832 and 3) Performance & Payment Bonds: \$7,537.

Alan Gibbs, P.E.
August 25, 2014
Page 2

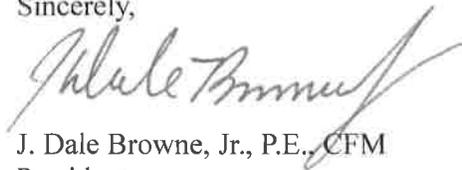
Based on the aforementioned information, the following table summarizes the oversize participation request:

OVERSIZE PARTICIPATION SUMMARY		
O.P. Item	Oversize Request Description	Total Cost
1	W.S. Phillips Parkway Concrete Pavement Section in lieu of HMAC Pavement Section.	\$80,515.00
2	W.S. Phillips Parkway Water Up Sizing to 12" W/L from 8" W/L.	\$22,727.00
3	Extension of W.S. Phillips Parkway across Thomas Property.	\$179,111.00
TOTAL REQUESTED OVERSIZE FUNDING:		\$282,353.00

Refer to Exhibit "A" that shows the location of the proposed oversize participation for O.P. Items 1 and 2. Refer to Exhibit "B" that shows the proposed extension of W.S. Phillips across the Thomas Property.

Please do not hesitate to contact me if you have any questions or need any additional information.

Sincerely,



J. Dale Browne, Jr., P.E., CFM
President



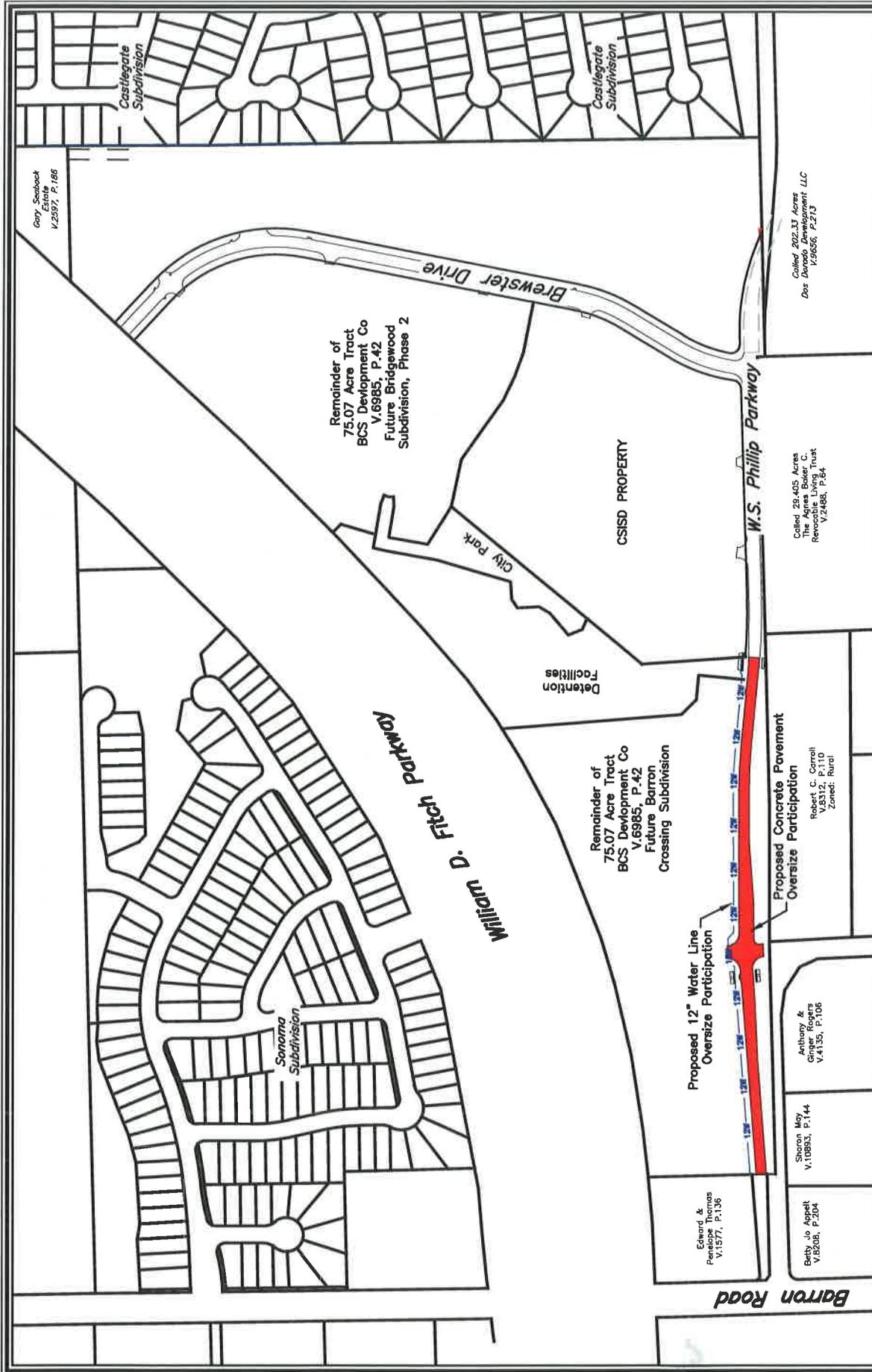


EXHIBIT "A"
Water Line and Concrete Pavement
Oversize Participation Request
Bridgewood Subdivision, Phase 1
 August 2014



Scale: 1" = 400'

McCLURE & BROWNE
ENGINEERING/SURVEYING, INC.
 1008 Woodcreek Drive, Suite 103
 College Station, Texas 77845
 (979) 693-3838
 Firm Reg. No. F-458



DATE: 08/22/14
 DRAWN BY: JDB
 DESIGNED BY: JDB

Engineer's Opinion of Probable Construction Costs for Oversize Participation
W. S. Phillips Parkway Street Improvements
Bridgewood Subdivision, Phase 1
MBESI No. 10530014
April 22, 2014

Item #	Description	Unit	Quantity	Unit Price	Total
W. S. PHILLIPS PARKWAY AND BARRON CUT-OFF IMPROVEMENTS – BCSD					
1.00 Paving Construction – HMA Street					
1.01	Earthwork (Cut: ±1,960 CY /Fill: ±1,110 CY)	LS	1	\$21,750.00	\$21,750.00
1.02	6" Lime/Cement Stabilized Subgrade (5% by weight)	SY	599	\$3.25	\$1,946.75
1.03	8" Lime/Cement Stabilized Subgrade (5% by weight)	SY	6,782	\$3.50	\$23,737.00
1.04	Lime/Cement for Stabilized Subgrade	TN	109	\$150.00	\$16,350.00
1.05	6" Crushed Limestone Base (Initial coarse under curbs.)	SY	6,201	\$10.50	\$65,110.50
1.06	4" Crushed Limestone Base (Between curbs.)	SY	4,618	\$9.00	\$41,562.00
1.07	2" HMA Surface Course (including prime coat)	SY	5,134	\$11.25	\$57,757.50
1.08	Concrete Curb and Gutter (all types)	LF	2,766	\$10.50	\$29,043.00
1.09	8" Reinforced Concrete Pavement	SY	848	\$46.00	\$39,008.00
1.10	4" Concrete Sidewalk (10' wide and 6' wide)	SF	14,820	\$3.75	\$55,575.00
1.11	TAC/ADA Ramp w/Truncated Domes and Contrasting Color	EA	6	\$1,000.00	\$6,000.00
1.12	TAC/ADA Ramp w/o Truncated Domes and Contrasting Color	EA	4	\$750.00	\$3,000.00
1.13	Pavement Striping and Marking	LS	1	\$7,500.00	\$7,500.00
1.14	"Street Name" Signs and Post	EA	3	\$450.00	\$1,350.00
Subtotal for HMA Pavement:					\$369,690
2.00 Paving Construction – Concrete Street					
2.01	Earthwork (Cut: ±1,960 CY /Fill: ±1,110 CY)	LS	1	\$21,750.00	\$21,750.00
2.02	6" Lime/Cement Stabilized Subgrade (5% by weight)	SY	599	\$3.25	\$1,946.75
2.03	8" Lime/Cement Stabilized Subgrade (5% by weight)	SY	6,782	\$3.50	\$23,737.00
2.04	Lime/Cement for Stabilized Subgrade	TN	109	\$150.00	\$16,350.00
2.05	6" Crushed Limestone Base (Initial coarse under curbs.)	SY	643	\$10.50	\$6,751.50
2.06	2" HMA Surface Course (including prime coat)	SY	517	\$11.25	\$5,816.25
2.07	8" Reinforced Concrete Pavement	SY	6,065	\$46.00	\$278,990.00
2.08	4" Concrete Sidewalk (10' wide and 6' wide)	SF	14,820	\$3.75	\$55,575.00
2.09	TAC/ADA Ramp w/Truncated Domes and Contrasting Color	EA	6	\$1,000.00	\$6,000.00
2.1	TAC/ADA Ramp w/o Truncated Domes and Contrasting Color	EA	4	\$750.00	\$3,000.00
2.11	Pavement Striping and Marking	LS	1	\$7,500.00	\$7,500.00
2.12	"Street Name" Signs and Post	EA	3	\$450.00	\$1,350.00
Subtotal for Concrete Pavement					\$428,767
SUBTOTAL FOR MATERIAL:					\$59,077
Additional Incurred Cost					
Performance Bond (2.5% of \$428,767):					\$10,719
Payment Bond (2.5% of \$428,767):					\$10,719
Subtotal for Bonds:					\$21,438
TOTAL REQUEST FOR OVERSIZE PARTICIPATION:					\$80,515

The above construction estimate is based on the engineer's opinion of probable construction costs. This estimate constitutes our best judgment at this time. Please note that the engineer does not have any control over contractor or supplier workloads and the degree to which inflation may affect project costs between now and the bid date. During construction, additional features may become apparent as the work progresses, which could result in an increase or decrease in project cost.

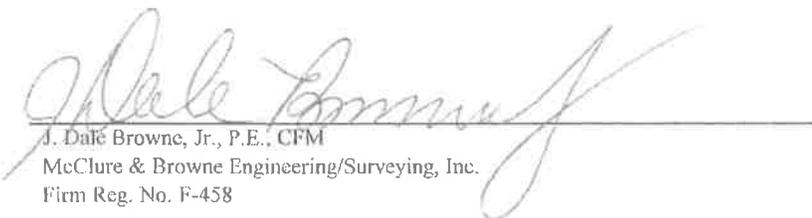

 J. Dale Browne, Jr., P.E., CFM
 McClure & Browne Engineering/Surveying, Inc.
 Firm Reg. No. F-458



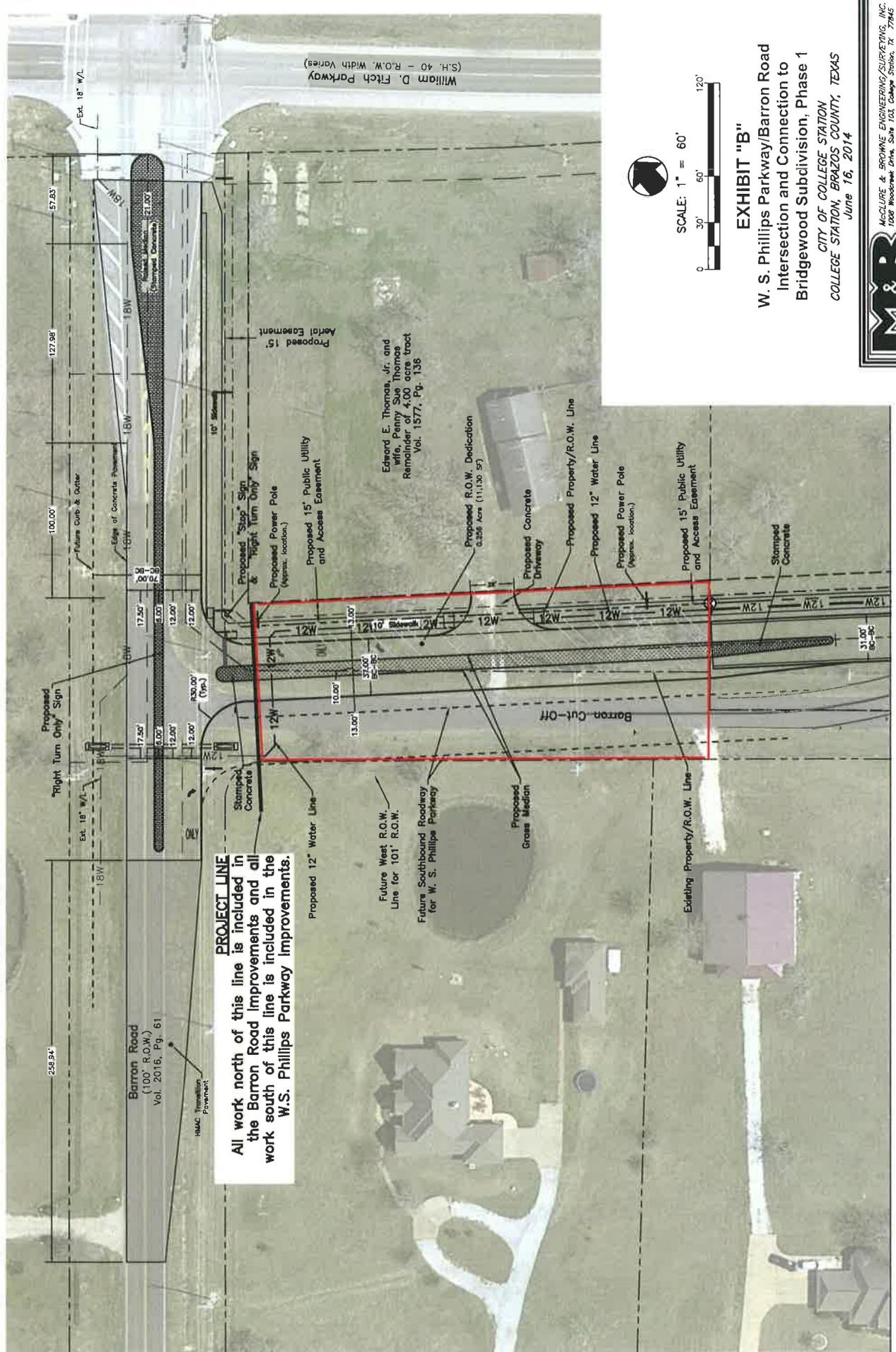
Engineer's Opinion of Probable Construction Costs for Oversize Participation
W. S. Phillips Parkway Water Improvements
Bridgewood Subdivision, Phase 1
MBESI No. 10530014
April 22, 2014

Item #	Description	Unit	Quantity	Unit Price	Total
W. S. PHILLIPS PARKWAY AND BARRON CUT-OFF IMPROVEMENTS – BCSD					
1.00 Water System Improvements – Requested by City					
1.01	12" AWWA C900, CL 235 PVC, Water Line, Str. Backfill	LF	1,526	\$46.00	\$70,196.00
1.02	8" AWWA C900, CL 235 PVC, Water Line, Str. Backfill	LF	69	\$38.00	\$2,622.00
1.03	12" Gate Valve	EA	3	\$2,100.00	\$6,300.00
1.04	12" x 8" D.I. Cross	EA	2	\$1,000.00	\$2,000.00
1.05	12" D.I. 45 deg. Bend	EA	2	\$750.00	\$1,500.00
1.06	12" D.I. 22.5 deg. Bend	EA	2	\$750.00	\$1,500.00
1.07	12" D.I. Plug w/2" Tap	EA	1	\$650.00	\$650.00
1.08	8" Gate Valve	EA	3	\$1,150.00	\$3,450.00
1.09	8" D.I. Plug	EA	2	\$250.00	\$500.00
1.10	8" D.I. Plug w/2" Tap	EA	1	\$275.00	\$275.00
1.11	8" x 13" Anchor Coupling	EA	2	\$250.00	\$500.00
1.12	2" Blow-off Riser	EA	2	\$1,200.00	\$2,400.00
Subtotal for 12" Water Main:					\$91,893
2.00 Water System Improvements – Required by the Developer					
2.01	8" AWWA C900, CL 235 PVC, Water Line, Str. Backfill	LF	1,595	\$38.00	\$60,610.00
2.02	8" Gate Valve	EA	6	\$1,150.00	\$6,900.00
2.03	8" D.I. Cross	EA	2	\$450.00	\$900.00
2.04	8" D.I. 45 deg. Bend	EA	2	\$350.00	\$700.00
2.05	8" D.I. 22.5 deg. Bend	EA	2	\$350.00	\$700.00
2.03	8" D.I. Plug	EA	2	\$250.00	\$500.00
2.04	8" D.I. Plug w/2" Tap	EA	2	\$275.00	\$550.00
2.05	8" x 13" Anchor Coupling	EA	2	\$250.00	\$500.00
2.06	2" Blow-off Riser	EA	2	\$1,200.00	\$2,400.00
Subtotal for 8" Water Main:					\$73,760
SUBTOTAL FOR MATERIAL:					\$18,133
Additional Incurred Cost					
				Performance Bond (2.5% of \$91,893):	\$2,297
				Payment Bond (2.5% of \$91,893):	\$2,297
				Subtotal for Bonds:	\$4,594
TOTAL REQUEST FOR OVERSIZE PARTICIPATION:					\$22,727

The above construction estimate is based on the engineer's opinion of probable construction costs. This estimate constitutes our best judgment at this time. Please note that the engineer does not have any control over contractor or supplier workloads and the degree to which inflation may affect project costs between now and the bid date. During construction, additional features may become apparent as the work progresses, which could result in an increase or decrease in project cost.


 J. Dale Browne, Jr., P.E., CFM
 McClure & Browne Engineering/Surveying, Inc.
 Firm Reg. No. F-458





PROJECT LINE
 All work north of this line is included in the Barron Road Improvements and all work south of this line is included in the W.S. Phillips Parkway Improvements.

William D. Fitch Parkway
 (S.H. 40 - R.O.W. Width Varies)
 Ext. 18" W/L



SCALE: 1" = 60'
 0 30' 60' 120'

EXHIBIT "B"
 W. S. Phillips Parkway/Barron Road
 Intersection and Connection to
 Bridgewood Subdivision, Phase 1
 CITY OF COLLEGE STATION
 COLLEGE STATION, BRAZOS COUNTY, TEXAS
 June 16, 2014



McCLURE & BROWNE ENGINEERING/SURVEYING, INC.
 1000 Woodcrest Drive, Suite 101, College Station, TX 77845
 409-924-4444
 Form No. F-432
 Rev. 10/11

Engineer's Preliminary Opinion of Probable Project Costs

W. S. Phillips Parkway – Thomas Tract

MBESI No. 10530014

July 28, 2014

Item #	Description	Unit	Quantity	Unit Price	Total
W. S. PHILLIPS PARKWAY IMPROVEMENTS					
1.00 Site Preparation					
1.01	Mobilization	LS	1	\$7,500.00	\$7,500.00
1.02	Clearing and Grubbing, Removal of fencing, etc.	LS	1	\$1,000.00	\$1,000.00
Subtotal Site Preparation:					\$8,500.00
2.00 Street Improvements					
2.01	Earthwork (Cut: ±400 CY /Fill: ±250 CY)	LS	1	\$7,050.00	\$7,050.00
2.02	8" Lime/Cement Stabilized Subgrade (5% by weight)	SY	1,293	\$3.50	\$4,525.50
2.03	Lime/Cement for Stabilized Subgrade	TN	20	\$150.00	\$3,000.00
2.04	8" Reinforced Concrete Pavement	SY	918	\$46.00	\$42,228.00
2.05	6" Reinforced Concrete Pavement	SY	112	\$40.00	\$4,480.00
2.06	4" Concrete Sidewalk (10' wide and 6' wide)	SF	2,323	\$3.75	\$8,711.25
2.07	TAC/ADA Ramp w/o Truncated Domes and Contrasting Color	EA	2	\$750.00	\$1,500.00
2.08	Stamped Concrete	SY	55	\$46.00	\$2,530.00
2.09	Pavement Striping and Marking	LS	1	\$2,250.00	\$2,250.00
Subtotal Street Improvements:					\$76,275
3.00 Water System Improvements					
3.01	12" AWWA C900, CL 235 PVC, Water Line, Str. Backfill	LF	366	\$46.00	\$16,836.00
3.02	12" Gate Valve	EA	1	\$2,100.00	\$2,100.00
3.03	12" D.I.45 deg. Bend	EA	4	\$750.00	\$3,000.00
3.04	Connecting to existing 12" water line.	EA	1	\$750.00	\$750.00
Subtotal Water System Improvements:					\$22,686
4.00 Miscellaneous Improvements					
4.01	Removal of existing Pavement (Barron Cut-off Road & Barron Road)	SY	731	\$5.00	\$3,655.00
4.02	Removal of existing Barbed Wire/Wood Fence	LS	1	\$1,000.00	\$1,000.00
4.03	Removal of Existing Gravel Driveways.	LS	1	\$1,500.00	\$1,500.00
4.04	6" Crushed Limestone Base Driveway	SY	60	\$10.50	\$630.00
4.05	Power Pole Relocation	EA	1	\$10,000.00	\$10,000.00
4.06	Fiber Optic Relocation/Installation	LS	1	\$6,000.00	\$6,000.00
Subtotal Improvements:					\$22,785
5.00 Erosion Control Improvements					
5.01	Erosion Control Plan & Sedimentation Control (includes monitoring, record keeping, grass seeding, and cleanup)	LS	1	\$2,500.00	\$2,500.00
5.02	Hydroseeding and Fibermulch	SY	1,627	\$1.25	\$2,033.75
5.03	Silt Fence	LF	253	\$3.00	\$759.00
5.04	Entrance/Exit	EA	1	\$1,500.00	\$1,500.00
Subtotal Erosion Control Improvements:					\$6,793
Subtotal Construction Cost:					\$137,039
Contingency (10%):					\$13,704
TOTAL CONSTRUCTION COST:					\$150,742
PROFESSIONAL FEES					

W. S. Phillips Parkway – Thomas Tract
MBESI No. 10530014
July 28, 2014

Item #	Description	Unit	Quantity	Unit Price	Total
	Basic Engineering (7.0%)				\$10,552
	Topographic Surveying (1.5%)				\$2,261
	Preparing Metes & Bound Description fro R.O.W. and Easement Acquisition				\$750
	Geotechnical Investigation/Report				\$3,500
	Construction Material Testing (1.5%)				\$2,261
	City Inspection Fee (1.0%)				\$1,507
Subtotal Professional Fees:					\$20,832

BONDING FEES

Performance Bond (2.5%)	\$3,769
Payment Bond (2.5%)	\$3,769
Subtotal Bonding Fees:	\$7,537

TOTAL PROJECT COST W. S. PHILLIPS PARKWAY – THOMAS TRACT: \$179,111

The above construction estimate is based on the engineer's preliminary opinion of probable project costs. This estimate constitutes our best judgment at this time. Please note that the engineer does not have any control over contractor or supplier workloads and the degree to which inflation may affect project costs between now and the bid date. During design and construction, additional features may become apparent as the work progresses, which could result in an increase or decrease in project cost.

J. Dale Browne, Jr. 7/28/14

 J. Dale Browne, Jr., P.E., CFM
 McClure & Browne Engineering/Surveying, Inc.
 Firm Reg. No. F-458



Exhibit D
Insurance Requirements

Throughout the term of this Agreement, Developer (Contractor) 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 "E"; 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. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a Workers' Compensation policy, either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the Subcontractors' employees. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- B. 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"
- C. **Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:**

"A. Definitions:

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

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

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates*

of coverage showing coverage for all persons providing services on the project; and

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

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

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

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

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

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
- (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
- (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
- (4) obtain from each other person with whom it contracts, and provide to the Contractor:*
 - (a) A certificate of coverage, prior to the other person beginning work on the project; and*

- (b) *A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
- (5) *retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
- (6) *notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
- (7) *Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*

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

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

Exhibit E
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/4/2014

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 Hotchkiss Insurance Agency, LLC - Houston 13403 NW Freeway, Suite 600 Houston TX 77040-6312	CONTACT NAME: Houston Certificates
	PHONE (A/C, No, Ext): 713-956-9800
INSURED Stylecraft Builders, Inc. BCS Development Company 4090 State Highway 6 South College Station TX 77845	INSURER(S) AFFORDING COVERAGE INSURER A: Vinings Insurance Company NAIC # 16632 INSURER B: American Mercury Insurance Company NAIC # 16810 INSURER C: Travelers Property Casualty Co of A NAIC # 25674 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 1360863231 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	ADOL ISUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PKG009625303	1/1/2014	1/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP4512923	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Builders Risk \$1000 Deductible		QT6606C538092TIL14	2/1/2014	2/1/2015	Per Loc \$1,000,000 Per Occ \$10,000,000

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

The certificate holder is named as loss payee/mortgagee with regard to the builders risk policy as reported at Audit by the insured. Insured DOES NOT HAVE TO REPORT MONTHLY. The general liability policy includes a blanket additional insured endorsement (Form #BIG GLECE 11 09) when required by written contract as well as containing the Primary & Noncontributory wording/conditions. Certificate holder is considered an Additional Insured with a Waiver of Subrogation in regards to the General Liability reflected above as per written contract also with the BIG GLECE 11 09 endorsement.

CERTIFICATE HOLDER City of College Station PO Box 9960 College Station TX 77842	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
---	--

BCS Development Company
4090 State Hwy 6 South
College Station, TX 77845

September 4, 2014

Retha Youell
Risk Manager
City of College Station
PO Box 9960
College Station, TX

Dear Ms. Youell:

Please accept this letter as documentation that BCS Development Company has no employees. Based on this, there is no workers' compensation insurance for the company.

Please let me know if you need additional information.

Regards,



Edna Alford
Office Manager
ealford@stylecraftbuilders.com
979 690 1222 ext 113
979 690 0348 fax

Exhibit F
Affidavit of All Bills Paid Form

THE STATE OF TEXAS § AFFIDAVIT OF BILLS PAID
§
COUNTY OF BRAZOS § FOR PARTICIPATION AGREEMENT

Before me, the undersigned authority, _____ (“Affiant”),
_____ (Title), of _____ (“Developer”),
personally appeared being duly sworn, deposed, and states the following:

I am over 18 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts stated in it, which facts are true and correct.

The Developer pursuant to the Participation Agreement with the City of College Station, dated _____, 20__, has caused the Developer or the Developer’s contractors to furnish labor and materials to construct improvements for the _____ (description of project) on the real property known as _____, (address or legal description) more particularly described in the Participation Agreement as the “Project”.

To the extent Developer constructed or contracted for the construction of such improvements, the Developer or the Developer’s contractors have paid each of its sub-contractors, laborers and material men in full for all labor or materials provided to Developer on the Project.

To the best of Affiant’s knowledge, Developer or Developer’s contractors have not received notice of any claims pending against the Project in connection with the Project.

Executed this _____ day of _____, 20__.

AFFIANT:

Signature: _____

Printed Name: _____

SUBSCRIBED AND SWORN TO before me on this _____ day of _____, 20__.

Notary Public, State of Texas

Exhibit G
Performance Bond

PERFORMANCE BOND FOR PARTICIPATION AGREEMENT #CNB-18224-00

THE STATE OF TEXAS §
§
THE COUNTY OF BRAZOS § **KNOW ALL MEN BY THESE PRESENTS:**

THAT WE, BCS Development, Inc., as Principal, hereinafter called "Developer" and the other subscriber hereto Insurors Indemnity Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One million, two hundred thirty-six thousand, three hundred three and 03/100 dollars (\$1,236, 303.03) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Developer and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Developer has on or about this day executed a Participation Agreement herein after called "Contract" in writing with the City of College Station for W.S Phillips Parkway and Barron Cut-Off Improvements; Detention Facility Improvements; and Tie-in to Barron all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Developer shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of College Station or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Developer with the terms of the Contract, including the making of payments thereunder and, having fully considered it's Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Developer in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Developer in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of College Station shall retain certain amounts due the Developer until the expiration of thirty days from the acceptance of the Work is intended for the City's benefit, and the City of College Station shall have the right to pay or withhold any amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of College Station or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Developer and Surety will fully indemnify and save harmless the City of College Station from any liability, loss, cost, expense, or damage arising out of or in connection with the work done by the Developer under the Contract. In the event that the City of College Station shall bring any suit or other proceeding at law on the Contract or this bond or both, the Developer and Surety agree to pay to the City the actual amounts of attorney's fees incurred by the City in connection with such suit.

This bond and all obligations created hereunder shall be performable in Brazos County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Developer and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

FOR THE DEVELOPER:

ATTEST, SEAL: (if a corporation)

WITNESS: (if not a corporation)

By: [Signature]

Name: RANDI FRENCH

Title: FILES/SECRETARY

Date: 8/26/14

BCS Development Inc
(Name of Developer)

By: [Signature] VP

Name: Devo French

Title: Vice President

Date: 8/26/14

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

By: [Signature]

Name: Kim Nicholson

Title: Witness

Date: August 25, 2014

Insurors Indemnity Company
(Full Name of Surety)

P O Box 2683, Waco, TX 76702-2683
(Address of Surety for Notice)

By: [Signature]

Name: Carol A Manuel

Title: Attorney In Fact

Date: August 25, 2014

FOR THE CITY

REVIEWED:

**THE PERFORMANCE BOND IS ACCEPTED
ON BEHALF OF THE CITY OF COLLEGE
STATION, TEXAS:**

City Attorney

City Manager

**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas**

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-18224-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Carol A. Manuel of the City of Bryan, State of TX

as Attorney In Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest:

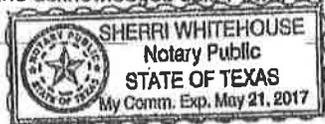
Tammy Tieperman
Tammy Tieperman, Secretary

By:

Thomas G. Chase, Jr.
Thomas G. Chase, Jr, Chairman and CEO

State of Texas
County of McLennan

On the 22nd day of January, 2014, before me a Notary Public in the State of Texas, personally appeared Thomas G. Chase, Jr. and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as Chairman and Chief Executive Officer, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.



Sherrri Whitehouse
Notary Public, State of Texas

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on July 8, 2009:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney In Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys In Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys In Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on July 8, 2009, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 25th day of August, 2014.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORS.COM.



P.O. Box 2683 • 225 South Fifth Street • Waco, Texas 76702-2683
www.insurorsindemnity.com • 254-759-3700 • Fax 254-755-6399

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto y esta dado para acatar con Section 2253.021 Government Code y Section 53.202, Property Code efectivo, Septiembre 1, 2001.



Legislation Details (With Text)

File #: 14-668 **Version:** 3 **Name:** Annual Exemptions
Type: Presentation **Status:** Consent Agenda
File created: 9/5/2014 **In control:** City Council Regular
On agenda: 9/22/2014 **Final action:**

Title: Presentation, possible action and discussion to authorize expenditure of funds for FY 2015 for items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$50,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.

Sponsors: Jeff Kersten

Indexes:

Code sections:

Attachments: [2015 Exemptions List Final 9-16-14.pdf](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation, possible action and discussion to authorize expenditure of funds for FY 2015 for items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$50,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.

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

Recommendation(s): Staff recommends approval of the purchase requests as listed on the attached spreadsheet, and the authorization for the City Manager to approve contracts and expenditures that are on the exemption list.

Summary: Every fiscal year there are a number of expenditures incorporated in the approved budget that are not subject to competitive bidding or proposals. These expenditures are for sole source purchases; expenditures for personal, professional or planning services; captive replacement parts for equipment, and other exemptions more fully described in LGC 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$50,000. The intent of this item is for Council to authorize the expenditure(s) which will provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

Budget & Financial Summary: Funds are either available and budgeted for each of the listed purchase requests in the fiscal year 2014-2015 budget in various funds of the City, or if necessary, will be made available by proposing an appropriate budget amendment or contingency transfer.

- Attachments:**
1. List of FY15 Annual Exemptions

2015 Exemptions

		FY 2014 Approved	FY 2015 Request
LGC 252.022(a)(7)(A) - Single source due to patents, copyrights, secret processes or other natural monopolies			
	US Postmaster	\$70,000.00	\$70,000.00
LGC 252.022 (a)(7)(D) - Captive replacement parts or components for equipment; computer software/hardware maintenance; equipment lease/maintenance			
	EnRoute Emergency System (application software upgrade/maintenance)	\$144,855.00	\$146,058.00
	Reynolds & Company (WW SCADA maintenance)	\$100,000.00	\$110,000.00
	Sungard Public Sector (H T E application maintenance)	\$161,405.00	\$153,890.00
LGC 252.022(a)(4) - Personal, professional or planning services			
	CME (geotechnical & construction testing services)	\$30,000.00	\$30,000.00
	Terracon (geotechnical & construction testing services)	\$30,000.00	\$30,000.00
	Bickerstaff, Heath, Delgado, Acosta (electrical legal services related interim TCOS filing and power supply contracts)	\$100,000.00	\$100,000.00
	Allen Boone Humphries Robinson (MMD legal issues)	\$50,000.00	\$50,000.00
	Park And Recreation Tournament Registration and Fees (ASA - Amateur Softball Association)	\$20,000.00	\$20,000.00
	Park And Recreation Tournament Registration and Fees (TAAF - Texas Amateur Athletic Federation)	\$40,000.00	\$40,000.00
LGC 252.022(a)(7)(c) - Gas, water and other utility services			
	City of Bryan (utilities for wells and pump station)	\$1,125,000.00	\$1,000,000.00
	Verizon (local phone service)	\$104,000.00	\$126,834.00
	Entergy (Well 8 electrical power)	\$100,000.00	\$125,000.00
Expenditures pursuant to established interlocal agreements with various agencies			
	ILA with BVSWMA (disposal fees)	\$1,388,150.00	\$1,644,150.00
	ILA with Brazos County Appraisal District	\$260,607.00	\$262,507.00
	ILA with City of Bryan (library services)	\$1,025,939.00	\$1,084,115.00
	ILA with Brazos County, City of Bryan & TAMU for Community Emergency Operation Center (CEOC) Lease	\$60,593.00	\$80,214.00
	ILA with Texas Comptroller (ATT wireless phone/data services)	\$55,000.00	\$60,000.00
	ILA with Texas Comptroller for Grainger (maintenance, repair and operational supplies)	\$75,000.00	\$75,000.00
	ILA with National Intergovernmental Purchasing Alliance (NIPA) for Office Depot (office supplies and equipment)	\$100,000.00	\$120,000.00
	ILA with Wellborn SUD for water wheeling	\$150,000.00	\$100,000.00
	Brazos County Health Department	\$326,500.00	\$326,500.00
	ILA with TASB (Buyboard) for Miller Uniforms to supply police uniforms	N/A	\$65,000.00
Expenditures for mandated state fees			
	TCEQ (inspections/assessments, permitting fees - W/WW)	\$150,000.00	\$140,085.00
	BV Groundwater Conservation District	\$215,000.00	\$200,000.00
	Texas Workforce Commission (unemployment claims)	\$50,000.00	\$50,000.00
	ERCOT (electric reliability fees)	\$72,000.00	\$74,000.00



Legislation Details (With Text)

File #: 14-669 **Version:** 2 **Name:** Fire Dept. EMS Fees Update
Type: Presentation **Status:** Consent Agenda
File created: 9/5/2014 **In control:** City Council Regular
On agenda: 9/22/2014 **Final action:**
Title: Presentation, discussion, and possible action to adopt a resolution increasing Emergency Medical Services (EMS) fees as set forth in Chapter 14, Sections 1 and 3 of the Code of Ordinances of the City of College Station.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [CH 14 Sec 3 Fire Ser Resolution Updated Fee Schedule.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action to adopt a resolution increasing Emergency Medical Services (EMS) fees as set forth in Chapter 14, Sections 1 and 3 of the Code of Ordinances of the City of College Station.

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

Summary: As part of the FY 15 budget review process a recommendation was made to increase EMS revenues by approximately 10%. After reviewing the various EMS fees it is being recommended that the base rates remain the same, and increases be considered in the supply fees and the loaded mileage. Staff recommends the following changes to the EMS rates:

1. Increasing the fee for disposable supplies used with BLS from \$25 to \$150
2. Increasing the fee for disposable supplies used with ALS1 or ALS2 from \$50 to \$300.
3. Increasing the fee to cover oxygen costs, when oxygen is used from \$60 fee to an \$85 fee.
4. Increasing the loaded mileage rate from \$12 to \$15 per loaded mile for providing EMS with transport from a location within the corporate limits of College Station to a location within Brazos County.
5. Increasing the loaded mileage rate from \$15 to \$18 for providing EMS with transport from a location outside the corporate limits of College Station.
6. Increasing the loaded mileage rate from \$15 to \$18 for providing EMS with transport to a location outside of Brazos County.

Base EMS transport fees are not proposed to change. Those rates are \$650 base fee for Basic Life Support, \$850 base fee for Advanced Life Support 1, and \$950 base fee for Advanced Life Support 2. The mileage rate is proposed to change as outlined above.

EMS rates were most recently changed in 2010, and prior to that in 2008.

Budget & Financial Summary: This change in EMS rates is projected to generate between \$93,000 and \$130,000 annually.

Attachments:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, PRESCRIBING AN ASSESSMENT FOR CERTAIN SERVICES PROVIDED BY THE FIRE DEPARTMENT, PURSUANT TO CHAPTER 14, SERVICE FEES, SECTIONS 1 AND 3, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 14, Service Fees, Section 1 “Fees Charged” and Section 3 “Fire Department Fees”, of the Code of Ordinances provides that certain services provided by the City of College Station Fire Department may be assessed and collected from the recipients of those services; and

WHEREAS, the City Council of the City of College Station has determined that certain services provided by the City of College Station Fire Department shall be assessed and collected from the recipients of those services as set forth in the fee schedule attached as Exhibit “A”; now, therefore,

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

PART 1: Pursuant to the provisions of Chapter 14, Service Fees, Section 1 “Fees Charged” and Section 3 “Fire Department Fees”, of the Code of Ordinances, fees shall be assessed and collected from the recipients of certain services provided by the Fire Department as set in the attached Exhibit “A.”

PART 2: That this resolution shall be effective from and after its date of passage.

PASSED AND APPROVED this ____ day of _____, 2014.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT "A"

The following services provided by the City of College Station Fire Department shall be paid for by the recipient of those services and the fees for those services shall be as follows:

- A.** Requests for incident reports prepared by the Fire Department: \$4.00 per copy.
- B.** Mileage charges for Fire Department services outside the city limits will be in accordance with the IRS Standard Mileage Rates and may change from time to time.
- C.** Fire Department inspections of day care center: \$50.00 per inspection. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus \$20.00 for travel time.
- D.** Fire Department inspections of foster home: \$30.00 per inspection. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus \$20.00 for travel time.
- E.** Fire Department inspections of nursing home facility: \$150.00 per inspection. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus \$20.00 for travel time.
- F.** Fire Department inspections of health care facility: \$150.00 per inspection. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus \$20.00 for travel time.
- G.** Automatic hood tests performed by the Fire Department: \$50.00 per inspection. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus \$20.00 for travel time.
- H.** Fire Department inspections of automatic fire alarm systems: \$100.00 up to 25 devices plus \$100.00 per 100 devices or fraction thereof in excess of 25 devices that include horns, strobes, horn strobe combinations, tamper and flow switches, smoke/heat detectors and alarm panels/remote annunciators. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus \$20.00 for travel time.
- I.** Fire Department testing of Underground Fire Lines: \$100.00 per inspection. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus \$20.00 for travel time.
- J.** Fuel tank testing performed by the Fire Department: \$100.00 per inspection. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus \$20.00 for travel time.

- K.** Fuel line leak testing performed by the Fire Department: \$100.00 per inspection. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus \$20.00 for travel time.
- L.** Fire sprinkler system testing performed by the Fire Department: \$125.00 per system up to 100 sprinklers plus \$50.00 per 100 sprinklers or fraction thereof in excess of 100. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus \$20.00 for travel time.
- M.** Fire Department inspections of a hospital's initial opening: \$250.00 per inspection. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus \$20.00 for travel time.
- N.** The provision of Emergency Medical Services without transportation shall be provided without charge within the corporate limits of the City of College Station.
- O.** The provision of Emergency Medical Services Basic Life Support (BLS) with transportation from a location within the corporate limits of College Station to a location within Brazos County shall be \$650 base fee plus \$15 per loaded mile.
- P.** The provision of Emergency Medical Services Basic Life Support (BLS) with transportation from a location outside the corporate limits shall be charged at \$650 base fee plus \$18 per loaded mile.
- Q.** The provision of Emergency Medical Services Basic Life Support (BLS) with transportation to a location outside of Brazos County shall be charged at \$650 base fee per individual transported plus \$18 per loaded mile.
- R.** The provision of Emergency Medical Services Advanced Life Support (ALS1) with transportation from a location within the corporate limits of College Station to a location within Brazos County shall be \$850 base fee plus \$15 per loaded mile.
- S.** The provision of Emergency Medical Services Advanced Life Support (ALS1) with transportation from a location outside the corporate limits shall be charged at \$850 base fee plus \$18 per loaded mile.
- T.** The provision of Emergency Medical Services Advanced Life Support (ALS1) with transportation to a location outside of Brazos County shall be charged at \$850 base fee per individual transported plus \$18 per loaded mile.
- U.** The provision of Emergency Medical Services Advanced Life Support, level 2 (ALS2) with transportation from a location within the corporate limits of College Station to a location within Brazos County shall be \$950 base fee plus \$15 per loaded mile.

- V. The provision of Emergency Medical Services Advanced Life Support, level 2 (ALS2) with transportation from a location outside the corporate limits shall be charged at \$950 base fee plus \$18 per loaded mile.
- W. The provision of Emergency Medical Services Advanced Life Support, level 2 (ALS2) with transportation to a location outside of Brazos County shall be charged at \$950 base fee per individual transported plus \$18 per loaded mile.
- X. The provision of Emergency Medical Services without transportation to a location outside the corporate limits of College Station shall be charged at \$100.
- Y. Administrative fees and reimbursement fees for supplies and medications:
 - 1. The provision of BLS, ALS1 or ALS2 services with transportation when oxygen is used shall be charged an \$85 supply fee to cover oxygen costs.
 - 2. The provision of BLS services with transportation shall be charged a \$150 supply fee to cover single patient use items.
 - 3. The provision of ALS1 or ALS2 services with transportation shall be charged a \$300 supply fee to cover single patient use items.



Legislation Details (With Text)

File #: 14-670 **Version:** 1 **Name:** Professional Audit Services Letter Agreement

Type: Presentation **Status:** Consent Agenda

File created: 9/5/2014 **In control:** City Council Regular

On agenda: 9/22/2014 **Final action:**

Title: Presentation, possible action, and discussion regarding an amendment to the Letter Agreement between the City of College Station and Ingram, Wallis & Co., P.C. for the purposes of Professional Auditing Services for the fiscal year ending on September 30, 2014.

Sponsors: Jeff Kersten

Indexes:

Code sections:

Attachments: [Ingram Wallis Letter Agreement Addendum to 04 18 14 Eng Ltr.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an amendment to the Letter Agreement between the City of College Station and Ingram, Wallis & Co., P.C. for the purposes of Professional Auditing Services for the fiscal year ending on September 30, 2014.

Relationship to Strategic Goals: Financially Sustainable City

Recommendation(s): Staff recommends approval of the amendment to the Letter Agreement with Ingram, Wallis & Co. for the fiscal year ending September 30, 2014, and September 30, 2015.

Summary: The audit services performed will be in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office’s (GAO) *Government Auditing Standards* (2007), the provisions of the federal Single Audit Act of 1984 (as amended in 1996), and the provisions of the U.S. Office of Management and budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

Staff is proposing to amend the letter agreement with Ingram Wallis in order to get their assistance in the preparation of the Comprehensive Annual Financial Report. This is being proposed due to the amount of time that existing staff is spending on the ERP implementation project. In order to ensure the reports are completed in a timely manner, we believe it is in the best interests of the City to contract out these services for the next two years. These services will be provided at the standard hourly rates plus direct costs. It is estimated this will cost between \$18,000 and \$25,000.

The amendment would also extend the engagement with Ingram Wallis from a one year agreement with a one year option to a two year agreement for the years ended September 30, 2014 and September 30, 2015.

This item was considered by the Audit Committee on September 15.

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

Reviewed and Approved by Legal: Yes

Attachments:

Signed Original Letter Agreement

Signed Letter Agreement Addendum



Ingram, Wallis & Co., P.C.

CERTIFIED PUBLIC ACCOUNTANTS

April 18, 2014

To the Honorable Mayor and Members
of the City Council of the City of
College Station, Texas

We are pleased to confirm our understanding of the services we are to provide to the City of College Station, Texas (the "City") for the year ended September 30, 2014. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ended September 30, 2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Funding Progress – Texas Municipal Retirement System
- 3) Schedule of Funding Progress – City of College Station Employees
Other Post Employment Benefits Plan
- 4.) Budgetary comparison information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including

comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards.
- 2) Combining and individual nonmajor fund financial statements
- 3) Combining and individual nonmajor fund budgetary comparison schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory section
- 2) Statistical section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary

to enable us to express such opinions and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. You agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's

responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review in a timely manner.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to

obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Ingram, Wallis & Company, P.C. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the U.S. Department of Housing and Urban Development or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Ingram, Wallis & Company, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our interim fieldwork in September 2014 and expect to issue our reports no later than March 31, 2015. Jim Ingram is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these audit services will be as follows:

Year Ended September 30, 2014	\$95,000
-------------------------------	----------

Should an optional one year extension period be requested, our fee for the fiscal year ended September 30, 2015 audit would be \$98,000.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Payment

Payment is a fixed fee amount as provided herein. Ingram Wallis and Company, P.C. may submit *monthly* invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures. In consideration of Ingram, Wallis, and Company, P.C.'s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay Ingram, Wallis, and Company, P.C. according to the terms, conditions and pricing set forth above. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all professional services provided under this Contract may not exceed **\$95,000.00** for the fiscal year ending September 30, 2014.

Time of Performance

- **Time is of the essence of this Contract.** Ingram, Wallis & Company, P.C. shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

Warranty, Indemnification, & Release

Indemnification

Ingram, Wallis & Company, P.C. agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of, or in connection with the work done by Ingram, Wallis & Company, P.C. under this agreement. In the event of personal injury to or death of Ingram, Wallis & Company, P.C.'s employees, such indemnity shall apply regardless of whether the claims, losses, damages, causes of actions, suits or liability arise in whole or in part from the negligence of the City. Such indemnity shall not apply, however, to liability arising from the personal injury, death, or property damage of persons other than Ingram, Wallis & Company, P.C. or its employees where such liability is caused by or results from the negligence of the City.

Release

Ingram, Wallis & Company, P.C. 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 of the parties hereto or other third parties) and any loss of or damage to property (whether property of either of the parties, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Ingram, Wallis & Company, P.C.'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 regardless of whether such loss, damage, injury, or death was caused in whole or in part by the negligence of the City.

Firm's Insurance

The Service Provider agrees to maintain the coverages, endorsements, and limits in accordance with and set forth by the Insurance Coverage & Limit Table below for the duration of this contract. The Service Provider agrees to:

- Deliver to the City a certificate(s) of insurance evidencing that such policies are in full force and effect not later than 5 business days after notification of the City's intent to award a contract, but in any event prior to commencement of work. If policy endorsements are necessary, satisfactory

evidence of request to insurance carrier must accompany the Certificate(s) of Insurance. Failure to meet the insurance requirements may cause the proposal to be rejected.

- Submit any policy endorsements within 30 days of the City's intent to award contract. No payment will be made and/or the City may stop work or terminate the contract if Service Provider fails to supply satisfactory evidence of policy endorsements.
- Allow the City the right to obtain complete, certified copies of all required insurance policies at any time.
- Clearly indicate contract name and contract number to which Certificate(s), endorsements, and policies apply.
- Ensure that coverage is written by a carrier with an "A:VIII" or better rating.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by the Service Provider, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Service Provider under the Agreement.

Commercial General Liability The Firm shall maintain, at a minimum, combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.

Business Automobile Liability The Firm shall maintain, at a minimum, combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage. Coverage will include all owned, leased or rented autos, non-owned autos, any autos and hired autos.

Statutory Workers' Compensation Insurance, with Employers' Liability Insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000 Waiver of subrogation in favor of the City of College Station will be required. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor.

Professional Liability Insurance The Firm shall maintain, during the life of this agreement, Professional Liability insurance, or similar Errors & Omissions coverage, for negligent acts, error omissions of the Firm or any person employed or acting on the Firm's behalf (including but not limited to Sub-Contractors) in connection with this Agreement, at a limit not less than \$1,000,000 Per Occurrence, \$2,000,000 Annual Aggregate. If coverage is written on a "Claims-Made" basis, the Firm warrants that any retroactive date applicable to the coverage precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years after completion of the project. The Firm shall be solely responsible for any Self-Insured Retention, deductible and premium, including any additional premium for Supplemental Extended Reporting Period option. Proof of coverage shall be furnished to the City of College Station before the work commences.

Additional Insured Endorsements The Services Provider agrees to endorse the City as an Additional Insured on each insurance policy required to be maintained, with the exception of the workers' compensation/employers' liability and professional liability policy.

Waiver of Subrogation Waiver of subrogation in favor of the City of College Station for each required policy. When required by the insurer or should a policy condition not permit Service Provider to enter into a pre-loss agreement to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Right of Recovery Against Others, or its equivalent. This Waiver of Subrogation

requirement shall not apply to any policy, which included a condition specifically prohibiting such an endorsement, or voids coverage should Service Provider enter into such an agreement on a pre-loss basis.

Deductibles, Coinsurance Penalties, and Self-Insured Retention Service Provider shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

Subcontractor's Insurance The service Provider shall agree to cause each subcontractor employed by Service Provider to purchase and maintain insurance of the type specified, provided the Service Provider's insurance does not afford coverage on behalf of the subcontractor.

Certificate of Insurance Service Provider shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A:VIII" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal or other acceptable evidence. The certificate(s) shall contain a provision that coverage under such policies shall not be cancelled or non-renewed until at least thirty (30) days prior written notice, or ten (10) days notice for cancellation due to non-payment of premiums, is given the City of College Station.

In the event the City is notified that a required insurance coverage will cancel or non-renew during the contract period, the Service Provider shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right, but not the obligation, to withhold payment to Service Provider until coverage is reinstated. If the Service Provider fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at Firm's expense. Failure on the part of the Service Provider to maintain the required insurance coverage shall be considered breach of contract by the Service Provider.

Certificates and notices should be given to the City at the following address: **City of College Station, Attn: Purchasing Department, 1101 Texas Ave., College Station, TX 77840.**

Right To Review and Adjust The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

The Certificates of Insurance furnished to the City shall contain a provision that coverage under such policies shall not be cancelled, non-renewed, or materially changed until at least 30 days prior written notice has been given the City of College Station.

The City reserves the right to require additional lines of insurance on a case-by-case basis, depending upon the subject matter of the contract and the attendant risks involved in the completion of the contractual work.

The Firm is responsible for submitting the required insurance certificate within 5 business days of notification of the City's intent to award a contract. Verification must be submitted using the ACORD form listed above and all endorsements must be included with the submittal. Endorsements must be

signed by an authorized representative of the insurance company. Failure to meet the insurance requirements stated above and provide the required endorsements within five business days **may cause the bid or proposal to be rejected.**

Termination

The City may terminate this Contract at any time upon **thirty (30)** calendar day's written notice. Upon the Firm's receipt of such notice, the Firm shall cease work immediately. The Firm shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Firm fails to fulfill its obligations under this Contract, or if the Firm violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Firm **five (5)** calendar days written notice. The Firm will be compensated for the services satisfactorily performed before the termination date.

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

Miscellaneous Terms

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

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

The City of College Station
Attn: Jeff Kersten
1101 Texas Ave.
College Station, Texas 77805

The Service Provider:
Ingram, Wallis & Company
James D. Ingram, IV
2100 E. Villa Maria, Suite 100
Bryan, Texas 77802

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

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

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

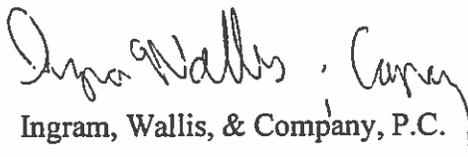
The Firm, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Firm must

obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

Reimbursable or other miscellaneous expenses incurred by the Firm shall be included in the contract price; additional payment for such expenses will not be considered.

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

Very truly yours,


Ingram, Wallis, & Company, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of College Station, Texas.

CITY OF COLLEGE STATION

BY:

Mayor

Date

ATTEST:

City Secretary

Date

APPROVED:

City Manager

Date

City Attorney

Date

Assistant City Manager

Date



Ingram, Wallis & Co., P.C.

CERTIFIED PUBLIC ACCOUNTANTS

September 10, 2014

To the Honorable Mayor and Members
of the City Council of the City of
College Station, Texas

This letter is to serve as an Addendum to the signed engagement letter dated April 18, 2014, (such signed engagement letter is referred to hereafter as the "Original Contract") and is to confirm our understanding of the nonaudit services you are requesting of us to provide to the City of College Station, Texas (the "City").

At your request we will assist in the preparation of the Comprehensive Annual Financial Report ("CAFR") for the year ended September 30, 2014, contingent upon the following:

1. The City agrees to amend the Original Contract whereby the period of performance is increased from the year ended September 30, 2014 with a one year option to a fixed two year period for years ended September 30, 2014, and 2015.
2. The City agrees that the books and records will be closed, with final adjustments made, so that the audit team may begin final audit fieldwork on December 1, 2014 and the first Monday in December in 2015.
3. The City will have a dedicated employee available to track down information, requested by us, related to the CAFR preparation.

The portions of the CAFR that we will prepare include the financial statements, as well as the notes to the financial statements, required supplementary information, supplementary information, and statistical data. The City will prepare the Letter of Transmittal and Management's Discussion and Analysis ("MD&A").

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements, related notes, required supplementary information, supplementary information, statistical data and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, related notes, required supplementary information, supplementary information, and statistical data and acknowledge that you have reviewed and approved them prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

James D. Ingram, III | Thomas A. Wallis | James D. Ingram, IV | Richard L. Webb

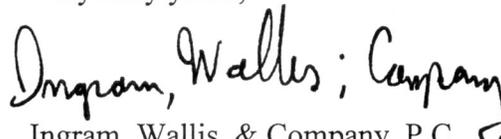
Our fee for the CAFR preparation assistance will be at our standard hourly rates plus direct costs. Every effort will be made to keep our time at a minimum consistent with the engagement requirement. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned. The hourly rates will range from \$80/hour - \$125/hour. We estimate the CAFR preparation assistance to require 175 – 200 hours to complete; provided that the City meets its obligations under this Addendum. We estimate the total cost for the CAFR preparation assistance to total no more than \$20,000, which amount may be exceeded only with the prior written approval of the City.

We estimate our fee for the audit for the Year Ended September 30, 2015 to be \$98,000.

This Addendum, together with the Original Contract, constitute the complete agreement between our firm and the City. Wherever a conflict exists between this Addendum and the Original Contract, the provisions of this Addendum shall control. All other terms and conditions of the Original Contract shall remain in full force and effect.

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

Very truly yours,


Ingram, Wallis, & Company, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of College Station, Texas.

CITY OF COLLEGE STATION

BY:

Mayor

Date

ATTEST:

City Secretary

Date

APPROVED:

City Manager

Date

City Attorney

Date

Assistant City Manager

Date



Legislation Details (With Text)

File #: 14-672 **Version:** 1 **Name:** Xpedient Contract Renewal
Type: Presentation **Status:** Consent Agenda
File created: 9/5/2014 **In control:** City Council Regular
On agenda: 9/22/2014 **Final action:**
Title: Presentation, possible action and discussion regarding the second renewal of General Services Contract 12-300 with Xpedient Mail for printing and mailing of utility bills, final notices and inserts for an estimated annual expenditure of \$230,000 .
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [Xpedient Renewal 2 Contract Agreement Routing Form 082914.pdf](#)
[Xpedient Contract Renewal 082914.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion regarding the second renewal of General Services Contract 12-300 with Xpedient Mail for printing and mailing of utility bills, final notices and inserts for an estimated annual expenditure of \$230,000 .

Recommendation(s): Staff recommends approval of the second contract renewal with Xpedient Mail for outsourcing the printing and mailing of utility bills, late notices and inserts for an estimated annual expenditure of \$230,000.

Summary: In 2012 RFP's were sent to vendors that specialize in the printing and mailing of utility bills, notices and inserts. Seventeen responses were received and evaluated. In September 2012, Xpedient Mail was awarded the contract, which contained two possible one year renewals. Upon renewal of this contract, Xpedient Mail will continue to use the base bill product from Sungard Public Sector software to produce and send the bills and notices. They may also print the utility bill insert. In addition, Xpedient Mail will continue to make images of an exact duplicate of the bill available to city staff. We are requesting approval to renew the contract with Xpedient Mail.

Budget & Financial Summary: We are sending out approximately 360,000 utility bills and 7,200 final notices annually. Currently we spend approximately \$20,000 annually on supplies (paper, envelopes, etc), \$25,000 on professional services, \$30,000 for printing of the insert and \$150,000 on postage.

Funds are budgeted and available in the Utility Customer Service and the Public Communications budget.

Reviewed and Approved by Legal: Yes

Attachments:

1. Contract #12-300 Renewal 2



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: _____ PROJECT#: _____ BID#: _____ RFP: _____

Contract Description:

Project Name:

Name of Contractor:

CONTRACT TOTAL VALUE: \$ _____

Grant Funded Yes No
If yes, what is the grant number:

Debarment Check Yes No N/A

Davis Bacon Wages Used Yes No N/A

Section 3 Plan Incl. Yes No N/A

Buy America Required Yes No N/A

Transparency Report Yes No N/A

NEW CONTRACT **RENEWAL #** _____ **CHANGE ORDER #** _____ **OTHER** _____

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

*(If required)**

CRC Approval Date*: _____ **Council Approval Date*:** _____ **Agenda Item No*:** _____

--Section to be completed by Risk and Purchasing Only--

Insurance Certificates: _____ **Performance Bond:** _____ **Payment Bond:** _____

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

LEGAL DEPARTMENT DATE

ASST CITY MGR – CFO DATE

APPROVED & EXECUTED

CITY MANAGER DATE

MAYOR (if applicable) DATE

CITY SECRETARY (if applicable) DATE



CITY OF COLLEGE STATION
Home of Texas A&M University®

August 12, 2014

ATTN:
Glenn Hudson
Xpedient Mail
2115 W. Briargate Dr.
Bryan, Texas 77802

RE: Renewal #2 – RFP 12-091, Contract 12-300
Annual Printing, Inserting and Mailing of Utility Bills

Dear Mr. Hudson,

The City of College Station appreciates the services provided by Xpedient Mail this past year. We would like to exercise our option to renew the above referenced agreement for the term of October 1, 2014 through September 30, 2015.

If this meets with your company's approval, please complete the attached contract renewal agreement and return it via e-mail to hpavelka@cstx.gov or via fax (979-764-3899) ***Please follow up by mailing 3 original signed copies, no later than August 29, 2014, to my attention at the following address:***

City of College Station
Purchasing Division
PO Box 9960
College Station, TX 77842

Sincerely,

A handwritten signature in cursive script that reads "Heather Pavelka".

Heather Pavelka
Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/21/2014

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 BancorpSouth Insurance Services, Inc. 3310 N. University Drive Nacogdoches TX 75965		CONTACT NAME: Community Insurance Solutions PHONE (A/C, No, Ext): 855-377-1529 E-MAIL ADDRESS: cis@bxsi.com FAX (A/C, No): 225-490-9226	
INSURED Sunbelt Business Graphics, Inc. and Xpedient Mail P.O. Box 632099 Nacogdoches TX 75963-2099		INSURER(S) AFFORDING COVERAGE INSURER A : Continental Casualty Company INSURER B : Valley Forge Insurance Company INSURER C : American Casualty Company of Readin INSURER D : INSURER E : INSURER F :	
		NAIC # 20443 20508 20427	

COVERAGES CERTIFICATE NUMBER: 717576576 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 OTHER:	Y	Y	5094926903	1/1/2014	1/1/2015	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			5094910264	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	5094967385	2/9/2014	2/9/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

The City of College Station, its officials, employees and volunteers, are named as Additional Insureds with a Waiver of Subrogation on the General Liability policy. General Liability policy is primary and non-contributory. 30 Day Notice of Cancellation is provided when required by Written Contract except in the event of cancellation for Non-Payment of Premium. Workers Compensation includes waiver of subrogation in favor of certificate holder when required by written contract but in no event shall coverage exceed the limits, terms or conditions of the policy.

CERTIFICATE HOLDER

City of College Station
 1101 Texas Avenue
 College Station TX 77840-

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



Legislation Details (With Text)

File #: 14-675 **Version:** 1 **Name:** Annual Emulsified Asphalt Products Contract
Type: Contract **Status:** Consent Agenda
File created: 9/7/2014 **In control:** City Council Regular
On agenda: 9/22/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding award of Bid #14-085 to Cleveland Asphalt Products, Inc. to provide emulsified asphalt products for the maintenance of streets in an amount not to exceed \$136,992.00.
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments: [Tabulation.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding award of Bid #14-085 to Cleveland Asphalt Products, Inc. to provide emulsified asphalt products for the maintenance of streets in an amount not to exceed \$136,992.00.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: Bids (Bid #14-085) were opened for an annual price agreement for Emulsified Asphalt Products on August 19, 2014. Two bids were received, with Cleveland Asphalt Products, Inc. being the lowest responsible bidder. The other bidder, Ergon Asphalt & Emulsions, Inc., did not submit a complete bid.

Public Works utilizes several emulsified asphalt products to rehabilitate and repair asphalt pavement. The HFRS 2-P is used with distributor trucks; CRS-2 is used in the pothole patch truck for preventive maintenance; and SS-1 is used as a tack coat for asphalt failure repairs when using fresh Hot Mix Asphalt.

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

Reviewed and Approved by Legal: Yes

Attachments:

1. Tabulation of Bid #14-085



City of College Station - Purchasing Division
Bid Tabulation for #14-085
"Purchase of Emulsified Asphalt Products"
Open Date: Tuesday, August 19, 2014 @ 2:00 p.m.

Item #	Quantity	UOM	Description	Cleveland Asphalt Products, Inc. Shepard, Texas		Ergon Asphalt & Emulsions, Inc. Austin, Texas	
				Unit Price	Total Price	Unit Price	Total Price
1	20,000	gallons	Emulsion, Cationic Rapid Setting CRS-2 in 2,500 gallon increments (FOB Delivered)	\$2.4496	\$48,992.00	\$2.5217	\$50,434.00
1b	20,000	gallons	Emulsion, Cationic Rapid Setting CRS-2 in 2,500 gallon increments (Pick Up by City Crews)	\$2.15	\$43,000.00	\$2.21	\$44,200.00
2	10,000	gallons	Emulsion, Anionic Slow Setting SS-1 in 2,500 gallon increments (Pick Up by City Crews)	\$2.10	\$21,000.00	\$2.21	\$22,100.00
3	6,000	gallons	Cutback, Medium Curing Cutback MC-30 in 2,500 gallon increments (Pick Up By City Crews)	\$4.00	\$24,000.00	No Bid	No Bid
GRAND TOTAL				\$136,992.00		\$116,734.00	
Delivery				1-3 days		1 day following receipt of order	
Bid Certification				Y		Y	
Exceptions				* Item 1 - Please call for smaller quantity delivered prices. * Demurrage Charge: \$80.00 per hour after 2 free hours. * Prompt Payment Discount: 2%, 10 days		* Federal Environmental Fee will be added to the above prices at a rate of \$.4424/ton for asphalt & polymer loads or \$.00133/gal for emulsion loads * This bid is for full transport loads of 5,500 gallons. Freight is based on a full transport load, even if a full load of material is not ordered. The common carrier bills demurrage at \$80.00 per hour, after the second hour. Return Freight is one-half of the outgoing tariff. Pump and Hose charge is \$80.00 per load.	



Legislation Details (With Text)

File #: 14-676 **Version:** 1 **Name:** Annual Painting Contract Renewal
Type: Contract **Status:** Consent Agenda
File created: 9/7/2014 **In control:** City Council Regular
On agenda: 9/22/2014 **Final action:**
Title: Presentation, possible action, and discussion of the second renewal of Service Contract No. 12-291 between the City of College Station and JNA Painting and Contracting in the amount of \$57,931.00 for the purpose of various interior / exterior painting of City buildings.
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments: [Contract 12-291 Annual Painting Ren2.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of the second renewal of Service Contract No. 12-291 between the City of College Station and JNA Painting and Contracting in the amount of \$57,931.00 for the purpose of various interior / exterior painting of City buildings.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: This agreement is for small/individual painting projects that shall be completed on an as-needed basis. The initial agreement term was approved by City Council on September 13, 2012 (Consent Item No. 2L). This is the second of two renewal options and is exclusive of any price increases.

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

Attachments:

1. Renewal #2 - Contract No. 12-291

RENEWAL (2) ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract No. 12-291 (ITB No. 12-084) for Annual Interior/Exterior Painting of City Buildings in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Fifty-seven Thousand Nine Hundred Thirty-one and No/100 dollars (\$57,931.00).

I understand this renewal term will be for a one year period beginning September 13, 2014 through September 12, 2015. This is the first of two renewal options.

JNA PAINTING AND CONTRACTING

CITY OF COLLEGE STATION

By: 
Printed Name: Regina Kohelo
Title: President
Date: 8-25-14

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Executive Director Business Services
Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/03/2014

PRODUCER GLENN C PARKER JR 929 WEST ST STE 104 ANNAPOLIS MD 21401	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED JNA PAINTING AND CONTRACTING COMPANY INC PO BOX 26048 BALTIMORE MD 21224	INSURER A: NATIONWIDE PROPERTY & CASUALTY CO	37877
	INSURER B: NATIONWIDE MUTUAL FIRE INSURANCE CO	23787
	INSURER C: NATIONWIDE MUTUAL INSURANCE CO	23779
	INSURER D: Builders Mutual Insurance	37354
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ACP GLO 5133229642	05/03/2014	05/03/2015	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>	ACP BAK 5133229642	05/03/2014	05/03/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	ACP CAF 5133229642	05/03/2014	05/03/2015	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
							\$
							\$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCP 10108960005	05/03/2014	05/03/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C		OTHER INLAND MARINE	ACP CIM 5133229642	05/03/2014	05/03/2015	Leased and/or rented equipment	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

.Additional Insured (except WC) & Waiver of Subrogation in favor of City of College Station, as required by written contract.

CERTIFICATE HOLDER

City of College Station
 Purchasing Division
 1101 Texas Avenue
 College Station, TX 77840

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Renee M Gross

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Legislation Details (With Text)

File #: 14-677 **Version:** 1 **Name:** Increase Funding for City Solid Waste Disposal
Type: Agreement **Status:** Consent Agenda
File created: 9/7/2014 **In control:** City Council Regular
On agenda: 9/22/2014 **Final action:**
Title: 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 \$330,000 for a total not to exceed amount of \$1,718,150 for fiscal year 2014.
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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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 \$330,000 for a total not to exceed amount of \$1,718,150 for fiscal year 2014.

Relationship to Strategic Goals:

- 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 26, 2013 Council authorized expenditures in the amount not to exceed \$1,388,150 for landfill disposal fees through our agreement with Brazos Valley Solid Waste Management Agency, Inc. The City has exceeded the authorized expenditure limit for solid waste disposal for FY 2014 due to an increase in disposal of sludge produced by the City's wastewater treatment plants, an increase of dead tree and brush removal, and providing additional solid waste removal services due to substantial City growth. This additional waste has increased the City's solid waste tonnages. This increase of \$330,000 will provide expenditure authorization for solid waste and sludge disposal fees to BVSWMA, Inc through the end of FY 2014.

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

Reviewed and Approved by Legal: Yes

Attachments:



Legislation Details (With Text)

File #:	14-678	Version:	1	Name:	Eastgate Utility Rehabilitation Phase IV Project Consultant Contract
Type:	Contract	Status:			Consent Agenda
File created:	9/7/2014	In control:			City Council Regular
On agenda:	9/22/2014	Final action:			
Title:	Presentation, possible action, and discussion regarding the approval of a consultant contract (No. 14-201) with Kimley-Horn and Associates, Inc. in the amount of \$232,350.00, for a preliminary engineering report for the Eastgate Utility Rehabilitation Phase IV Project.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Eastgate Phase IV Rehab Project Location Map.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the approval of a consultant contract (No. 14-201) with Kimley-Horn and Associates, Inc. in the amount of \$232,350.00, for a preliminary engineering report for the Eastgate Utility Rehabilitation Phase IV Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

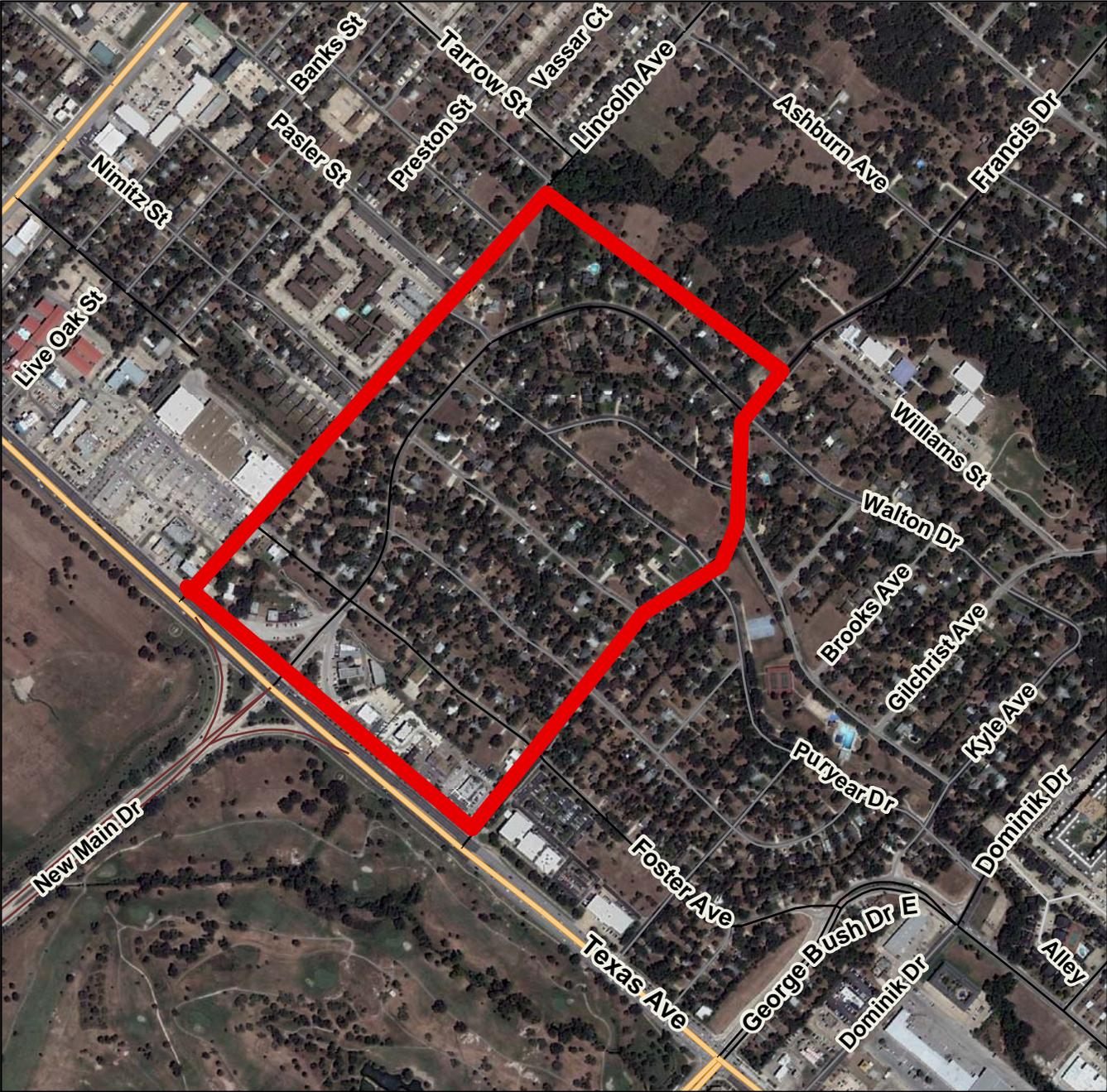
Summary: This project consists of the replacement of water and sewer lines in the area bounded by Lincoln Avenue to the north, Walton Drive to the east, Francis Drive to the south, and Texas Avenue to the west. The wastewater lines are in need of replacement due to an increase in service disruptions caused by deteriorating materials, shallow lines, and poor access to mains located near the back lot lines. The water distribution lines are in need of replacement due to an increase in service disruptions caused by deteriorating materials and a need to improve fire protection. The preliminary engineering report will look to identify the design plan prior to undertaking detailed design.

Budget & Financial Summary: Budget for this project in the amount of \$2,642,030 is included in the Water Capital Improvement Projects Fund and \$2,805,830 is included in the Wastewater Capital Improvements Fund.

Attachments:

1. Contract No. 14-201 (on file in the City Secretary's office)
2. Project Location Map

Eastgate Rehab PH IV Project Location Map





Legislation Details (With Text)

File #:	14-679	Version:	1	Name:	University Drive Raised Median Project TXDoT AFA
Type:	Agreement	Status:		Status:	Consent Agenda
File created:	9/7/2014	In control:		In control:	City Council Regular
On agenda:	9/22/2014	Final action:		Final action:	
Title:	Presentation, possible action and discussion on approving a resolution; and an Advance Funding Agreement (AFA) between the City of College Station and the State of Texas, acting through the Texas Department of Transportation (TxDOT) for the design of raised medians and pedestrian improvements on University Drive .				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	For Execution_0506-01-098_FM60_AFA_LongGen.pdf Project Location Map.pdf TXDOT AFA Res 9-10-14.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion on approving a resolution; and an Advance Funding Agreement (AFA) between the City of College Station and the State of Texas, acting through the Texas Department of Transportation (TxDOT) for the design of raised medians and pedestrian improvements on University Drive .

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: The scope of the University Drive Raised Median Project is to design a raised median along University Drive between Texas Avenue and Tarrow. The AFA allows for the design of the project to be the responsibility of the City and the construction to be the responsibility of TxDOT pending the future availability of funding.

Budget & Financial Summary: Budget for the University Drive Raised Median Project in the amount of \$240,000 is included in the Streets Capital Improvement Projects Fund. A total of \$2,977 has been expended or committed to date, leaving a balance of \$237,023 for the proposed design contract and related expenditures. The design contract for the project is an additional consent item.

Attachments:

1. Advance Funding Agreement
2. Project Location Map

3. Resolution

CSJ # 0506-01-098
District # 17-Bryan
Code Chart 64: 09050
Project: FM 60 Improvements
From Texas Avenue To Tarrow Street
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §
COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For A
LOCAL GOVERNMENT- FUNDED DESIGN OF ROADWAY/PEDESTRIAN IMPROVEMENT
PROJECT
ON-SYSTEM

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

WITNESSETH

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

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

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

WHEREAS, the Texas Transportation Commission passed Minute Order Number 112696, authorizing the State to undertake and complete a highway improvement generally described as the construction of raised medians and pedestrian improvements on FM 60 (University Drive) between BS 6-R (Texas Avenue) and Tarrow Street called the "Project"; and,

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

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

CSJ # 0506-01-098
District # 17-Bryan
Code Chart 64: 09050
Project: FM 60 Improvements
From Texas Avenue To Tarrow Street
Federal Highway Administration
CFDA # 20.205
Not Research and Development

AGREEMENT

1. Period of the Agreement

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

2. Scope of Work

The Local Government shall prepare the preliminary engineering including the design schematic, environmental document and plans, specification and estimate (PS&E) for the project to construct raised medians and pedestrian improvements, including but not limited to sidewalks, crosswalks, curb ramps, pavement markings, and signs on FM 60 (University Drive) between BS 6-R (Texas Avenue) and Tarrow Street. The State will let and construct the project.

3. Local Project Sources and Uses of Funds

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

CSJ # 0506-01-098
District # 17-Bryan
Code Chart 64: 09050
Project: FM 60 Improvements
From Texas Avenue To Tarrow Street
Federal Highway Administration
CFDA # 20.205
Not Research and Development

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

funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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

4. Termination of this Agreement

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

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

5. Amendments

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

6. Remedies

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

7. Utilities

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

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

8. Environmental Assessment and Mitigation

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

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

9. Compliance with Texas Accessibility Standards and ADA

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

10. Architectural and Engineering Services

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

participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

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

12. Project Maintenance

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

13. Right of Way and Real Property

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

14. Notices

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

CSJ # 0506-01-098
District # 17-Bryan
Code Chart 64: 09050
Project: FM 60 Improvements
From Texas Avenue To Tarrow Street
Federal Highway Administration
CFDA # 20.205
Not Research and Development

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

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

15. Legal Construction

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

16. Responsibilities of the Parties

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

17. Ownership of Documents

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

18. Compliance with Laws

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

19. Sole Agreement

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

20. Cost Principles

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

21. Procurement and Property Management Standards

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

22. Inspection of Books and Records

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

23. Civil Rights Compliance

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

24. Disadvantaged Business Enterprise (DBE) Program Requirements

- A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C.** The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D.** The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E.** The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR

Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

25. Debarment Certifications

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

26. Lobbying Certification

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

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements,

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the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. Insurance

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

28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR website whose address is: <https://www.sam.gov/portal/public/SAM/>;
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

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29. Single Audit Report

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

30. Signatory Warranty

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

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

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Janice Mullenix
Director of Contract Services
Texas Department of Transportation

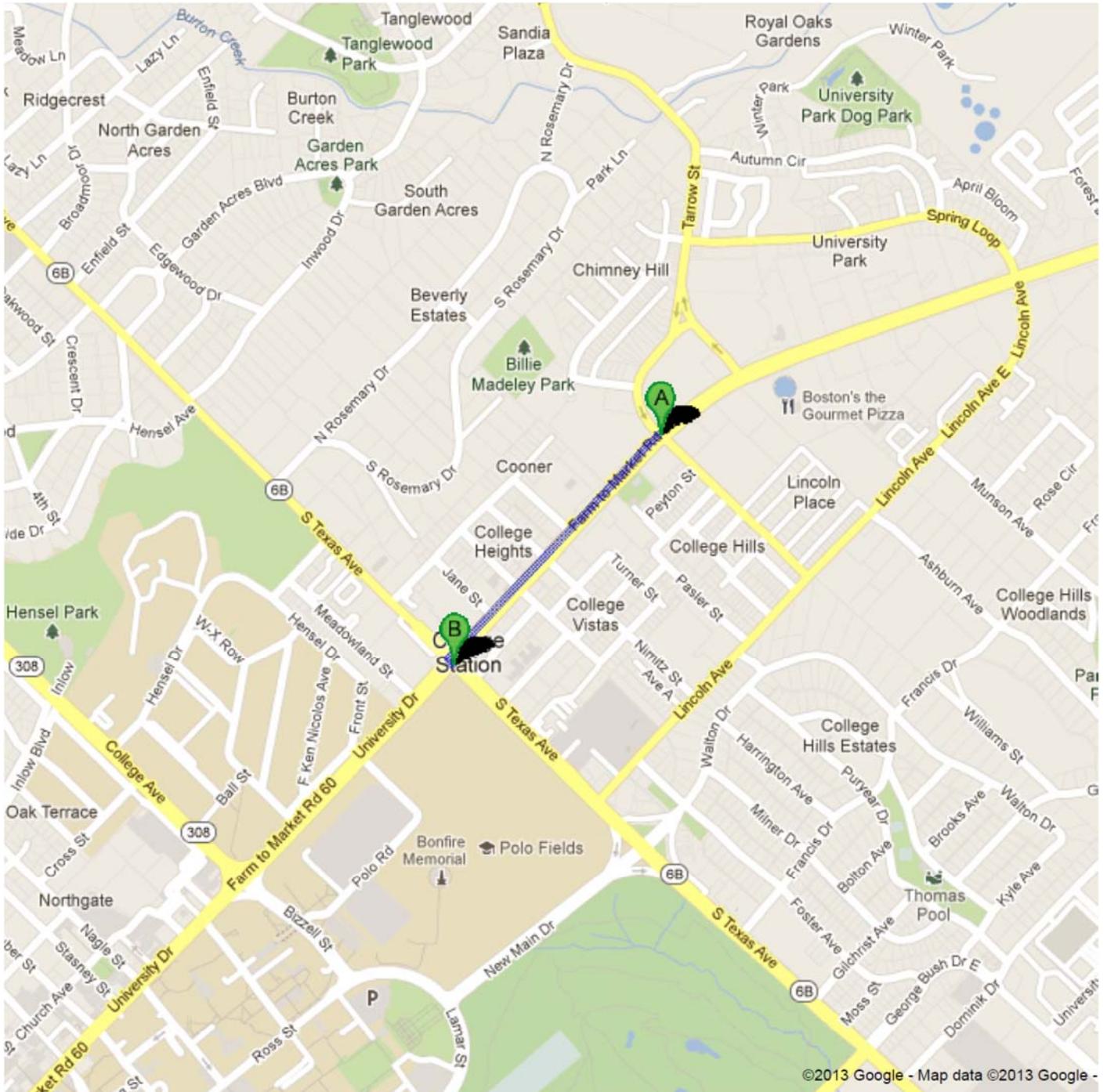
Date

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ATTACHMENT A
RESOLUTION OR ORDINANCE

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ATTACHMENT B LOCATION MAP SHOWING PROJECT



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ATTACHMENT C PROJECT BUDGET

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering (by Local Government)	\$300,000	0%	\$0.00	0%	\$0.00	100%	\$300,000
Construction (by State)	\$2,000,000	0%	\$0.00	100%	\$2,000,000	0%	\$0.00
Subtotal	\$2,300,000	0%	\$0.00	85%	\$2,000,000	15%	\$300,000
Environmental Direct State Costs	\$5,000	0%	\$0.00	100%	\$5,000	0%	\$0.00
Right of Way Direct State Costs	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Engineering Direct State Costs	\$50,000	0%	\$0.00	100%	\$50,000	0%	\$0.00
Utility Direct State Costs	\$5,000	0%	\$0.00	100%	\$5,000	0%	\$0.00
Construction Direct State Costs	\$50,000	0%	\$0.00	100%	\$50,000	0%	\$0.00
Indirect State Costs	\$5,000	0%	\$0.00	100%	\$5,000	0%	\$0.00
TOTAL	\$2,415,000	0%	\$0.00	86%	\$2,115,000	14%	\$300,000

Initial Payment by the Local Government to the State: \$0.00

Payment by the Local government to the State before construction: \$0.00

Estimated total payment by the Local Government to the State: \$0.00

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF CITY OF COLLEGE STATION, TEXAS APPROVING THE ADVANCED FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF RAISED MEDIANS AND PEDESTRIAN IMPROVEMENTS IN THE RIGHT OF WAY OF FM 60 UNIVERSITY DRIVE BETWEEN BS 6-R TEXAS AVENUE AND TARROW STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AFA.

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

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

WHEREAS, the City of College Station supports the design, construction and installation of raised medians and pedestrian improvements in the right of way of FM 60 University Drive between BS 6-R Texas Avenue and Tarrow Street to help facilitate pedestrian traffic in an urban setting; and

WHEREAS, the City of College Station agrees to the provisions stated in the Texas Department of Transportation Advanced Funding Agreement.

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

PART 1: That the City Council hereby approves the Advanced Funding Agreement (AFA) with the Texas Department of Transportation for the design of raised medians and pedestrian improvements including, but not limited to sidewalks, crosswalks, curb ramps, pavement markings and signs in the right of way of FM 60 University Drive between BS 6-R Texas Avenue and Tarrow Street.

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

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

ADOPTED this ____ day of _____, 2014.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney



Legislation Details (With Text)

File #:	14-680	Version:	1	Name:	University Drive Raised Median Project Design Contract
Type:	Contract	Status:		Status:	Consent Agenda
File created:	9/7/2014	In control:		In control:	City Council Regular
On agenda:	9/22/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on a professional services contract (Contract No. 14-438) with Gattis Engineering, LLC, in the amount of \$219,516 for the detailed design of the University Drive Raised Median Project.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Project Location Map.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a professional services contract (Contract No. 14-438) with Gattis Engineering, LLC, in the amount of \$219,516 for the detailed design of the University Drive Raised Median Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

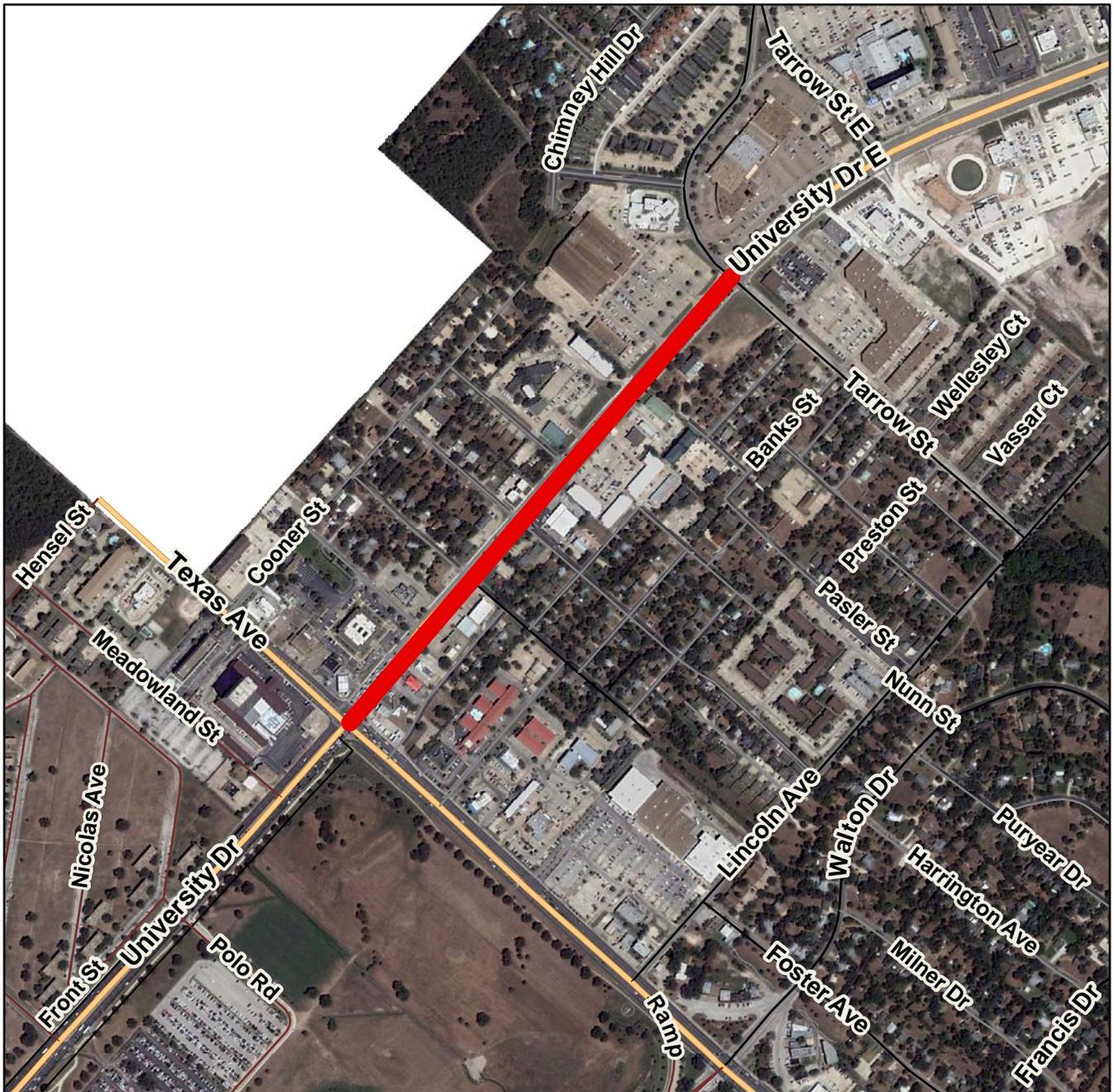
Summary: The scope of the University Drive Raised Median Project is to design a raised median along University Drive between Texas Avenue and Tarrow. The design of the project is proposed to be the responsibility of the City and construction is proposed to be the responsibility of TxDOT pending the future availability of funding. An Advance Funding Agreement between the City and TXDOT is an additional consent item.

Budget & Financial Summary: Budget for this project in the amount of \$240,000 is included in the Streets Capital Improvement Projects Fund. A total of \$2,977 has been expended or committed to date, leaving a balance of \$237,023 for this contract and related expenditures.

Attachments:

1. Contract No, 14-438 (on file in the City Secretary's office)
2. Project Location Map

University Drive Raised Medians Project Location Map





Legislation Details (With Text)

File #: 14-681 **Version:** 1 **Name:** TAMU Game Day Traffic Control Plan

Type: Contract **Status:** Consent Agenda

File created: 9/7/2014 **In control:** City Council Regular

On agenda: 9/22/2014 **Final action:**

Title: Presentation, possible action and discussion regarding the rejection of bid 14-084 (TAMU Football Game Day Traffic Control Phase I) for the deployment of traffic control for the first two TAMU home football games; and the award of bid 14-087 (TAMU Football Game Day Traffic Control Phase II) to N-Line Traffic Control and a purchase order for N-Line Traffic Control for \$54,389 to purchase the traffic control equipment rental costs for the last four TAMU home football games.

Sponsors: Donald Harmon

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion regarding the rejection of bid 14-084 (TAMU Football Game Day Traffic Control Phase I) for the deployment of traffic control for the first two TAMU home football games; and the award of bid 14-087 (TAMU Football Game Day Traffic Control Phase II) to N-Line Traffic Control and a purchase order for N-Line Traffic Control for \$54,389 to purchase the traffic control equipment rental costs for the last four TAMU home football games.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

Recommendation(s): Staff recommends rejection of the bids for labor and material for the game day traffic control for the Games 1 and 2 (TAMU Football Game Day Traffic Control Phase I) and approval of bid 14-087 (TAMU Football Game Day Traffic Control Phase II) and a purchase order for the expenditure of funds to rent the traffic control devices necessary for the Games 3 through 6.

Summary: As part of the partnership between the Texas A&M University System, City of College Station, and other local agencies to develop a comprehensive game day traffic plan, staff from the Texas A&M University Transportation Institute and the City developed a traffic control plan to efficiently move traffic after the TAMU football game. It was anticipated that the equipment could be rented from and deployed by a contractor.

In order to meet the time requirements for bidding and awarding the project, and to give the contractor time to amass the necessary equipment, the project to provide and deploy traffic control for the season was divided into two phases: Games 1 & 2 (Phase I), and Games 3 through 6 (Phase II). The bids received for Phase I for games 1 & 2 were significantly higher than anticipated and the bids should be rejected. In order to control costs, staff obtained quotes to just rent the equipment for

the first two games and to make sure we had equipment available so that the traffic control plan could be implemented. A purchase order has been issued for \$35,494.50 to cover the cost to rent the equipment for these first two games.

The bids for the Games 3 through 6 (Phase II) were opened earlier this month. This time the format allowed the contractor to bid on rental price, purchase price or labor price. Again, the purchase and labor prices were high. However, the rental price did come down some. Therefore staff is recommending that Council approve the expenditure of \$54,389 to cover the bid for the rental costs of the remaining four football games of the season.

Staff will deploy the rented equipment this season and will requests purchase price bids again later this football season. This price is anticipated to be under \$235,000. Staff believes that more bids will be submitted if contractors don't have to supply the traffic control equipment. While this is a significant upfront cost, staff believes that owning the equipment will pay for itself in just a few years.

Budget & Financial Summary: Budget in the amount of \$35,500 for games 1 and 2 (which occurred in FY14) is being requested as a General Fund contingency transfer as part of the budget amendment being presented to Council on 9/22/14.

The expenditure for games 3-6 (\$54,389) will occur in FY15. The budget for this item was not included in the FY15 budget as the costs associated with the plan were not available when the budget was being developed. Budget will be requesting as either a FY15 General Fund contingency transfer or FY15 budget amendment item after the start of FY15.

The expenditure to purchase the equipment (estimated up to \$235,000) will occur in FY15 if approved. Budget to purchase the equipment was not included in the FY15 budget as the costs associated with the plan were not available when the budget was being developed. After bids are received, budget availability will be evaluated, and, if funds are available, a request will be brought to Council.

It is anticipated that next month an ILA between TAMU and the City will be coming to Council for approval, which will allow TAMU to pay for one-half of the costs (up to \$150,000) associated with implementing the traffic control plan for game day.

Total cost of traffic control equipment rental for TAMU home football games is \$89,883.50

Attachments:



Legislation Details (With Text)

File #:	14-684	Version:	1	Name:	Contract with TASER International for tasers and body cameras
Type:	Contract	Status:			Consent Agenda
File created:	9/8/2014	In control:			City Council Regular
On agenda:	9/22/2014	Final action:			
Title:	Presentation, possible action, and discussion on three contracts with TASER International to purchase Tasers and body cameras to the College Station Police Department.				
Sponsors:	Brandy Norris				
Indexes:					
Code sections:					
Attachments:	Body Camera.pdf Taser.pdf Motor Unit.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on three contracts with TASER International to purchase Tasers and body cameras to the College Station Police Department.

- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s): Staff recommends council approval.

Summary:

Officers today are expected to be able to audio and video record their citizen contacts. These videos will often capture important evidence that can later be used in court and provide an opportunity for supervisors to monitor the officers and the work they do daily. Officers who ride bicycles and motorcycles daily have struggled with having cameras that are mobile enough to capture these contacts. Fortunately, technology has advanced to the point that body cameras are now available. These cameras are attached to the officer's uniform or helmet and capture on camera everything the officer sees, hears, and says. Our bicycle officers and traffic officers have tested and evaluated the body cameras offered by TASER International and have found these systems to be of high quality and reliable. Additionally, TASER International offers a Taser Assurance Plan (TAP) that allows for the department to make annual payments to Taser for the maintenance of the equipment and the storage of the videos the cameras record. After five years, new equipment is issued with no additional cost and the five year cycle begins again.

Additionally, for the past several years, we have slowly been adding to the number of TASERS in the department inventory. Tasers have proven to be life saving pieces of equipment and our goal is to be

able to outfit every patrol officer with one. The TAP is offered for tasers as well and works the same way. The department will make annual payments and after five years, brand new tasers will replace the older units. Under the proposed FY 15 budget, the department will add 11 tasers with an assurance plan in addition to these 11 we are currently requesting.

The city must enter into a five year contract with TASER International in order to purchase all of the equipment and TAP. We are seeking to purchase and additional 11 tasers and 16 body cameras. This will provide each bicycle officer and each motorcycle officer with a body camera and will deploy 11 additional tasers on patrol. Under the agreement with TASER International, we are actually purchasing 10 tasers and TASER International is offering the 11th for free.

Budget & Financial Summary:

The initial purchase cost for the 16 body cameras and associated accessories and storage and 11 tasers and associated accessories is \$39,997.19. This Police Department can fund this expense with budgetary savings from this fiscal year.

The contract for these purchases includes a commitment for the on-going annual maintenance and storage, which will be \$15,276 per year. This results in a total 5-year contract amount of \$101,101.19. The budget for the annual on-going costs associated with this contract will be added to the future years' budgets as a contractual obligation.

Attachments:

Quotes and contracts for all 16 cameras and 11 tasers.

TASER International

Protect Truth

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: (480) 991-0791

Chris Perkins
(979) 764-5090
cperkins@cstx.gov



Quotation

Quote: Q-14891-1
Date: 7/16/2014 9:43 AM
Quote Expiration: 11/28/2014
Contract Start Date*: 11/1/2014
Contract Term: 5 years

Bill To:

College Station PD
2611 A Texas Ave. S.
College Station, TX
US

Ship To:

Chris Perkins
College Station PD
2611 A Texas Ave. S.
College Station, TX
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Andrew Grayson	800-978-2737	agrayson@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
9	73002	CAMERA SYSTEM, AXON BODY	399.00	USD 3,591.00	USD 0.00	USD 3,591.00
9	85069	5 YEAR TASER ASSURANCE PLAN , BODYCAM		USD 0.00	USD 0.00	USD 0.00
2	70026	EVIDENCE.COM DOCK, AXON SIX BAY	1495.00	USD 2,990.00	USD 1,495.00	USD 1,495.00
2	85094	5 YEAR TASER ASSURANCE PLAN EVIDENCE.COM DOCK HUB		USD 0.00	USD 0.00	USD 0.00
2	85096	5 YEAR TASER ASSURANCE PLAN EVIDENCE.COM DOCK 6 BAY		USD 0.00	USD 0.00	USD 0.00
9	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	36.00	USD 324.00	USD 0.00	USD 324.00
2	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	35.00	USD 70.00	USD 0.00	USD 70.00
9	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	660.00	USD 5,940.00	USD 0.00	USD 5,940.00
180	85401	INCLUDED STORAGE, 20 GBS PER ULTIMATE LICENSE		USD 0.00	USD 0.00	USD 0.00
0	73002	CAMERA SYSTEM, AXON BODY		USD 0.00	USD 0.00	USD 0.00
0	85069	5 YEAR TASER ASSURANCE PLAN , BODYCAM		USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
720	85035	EVIDENCE.COM STORAGE	\$1.50 / GB per year	USD 1,080.00	USD 0.00	USD 1,080.00
1	85014	AXON 1-DAY SERVICE	2000.00	USD 2,000.00	USD 0.00	USD 2,000.00
Due Net 30 Total:						USD 15,995.00
Due Net 30 Net Price:						USD 14,500.00

Year 2--Due in 2015

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
720	85035	EVIDENCE.COM STORAGE	\$1.50 / GB per year	USD 1,080.00	USD 0.00	USD 1,080.00
9	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	36.00	USD 324.00	USD 0.00	USD 324.00
9	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	660.00	USD 5,940.00	USD 0.00	USD 5,940.00
180	85401	INCLUDED STORAGE, 20 GBS PER ULTIMATE LICENSE		USD 0.00	USD 0.00	USD 0.00
Year 2--Due in 2015 Total:						USD 7,344.00
Year 2--Due in 2015 Net Price:						USD 7,344.00

Year 3--Due in 2016

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
720	85035	EVIDENCE.COM STORAGE	\$1.50 / GB per year	USD 1,080.00	USD 0.00	USD 1,080.00
9	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	36.00	USD 324.00	USD 0.00	USD 324.00
9	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	660.00	USD 5,940.00	USD 0.00	USD 5,940.00
180	85401	INCLUDED STORAGE, 20 GBS PER ULTIMATE LICENSE		USD 0.00	USD 0.00	USD 0.00
Year 3--Due in 2016 Total:						USD 7,344.00
Year 3--Due in 2016 Net Price:						USD 7,344.00

Year 4--Due in 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
720	85035	EVIDENCE.COM STORAGE	\$1.50 / GB per year	USD 1,080.00	USD 0.00	USD 1,080.00
9	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	36.00	USD 324.00	USD 0.00	USD 324.00
9	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	660.00	USD 5,940.00	USD 0.00	USD 5,940.00
180	85401	INCLUDED STORAGE, 20 GBS PER ULTIMATE LICENSE		USD 0.00	USD 0.00	USD 0.00
Year 4--Due in 2017 Total:						USD 7,344.00
Year 4--Due in 2017 Net Price:						USD 7,344.00

Year 5--Due in 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
9	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	660.00	USD 5,940.00	USD 0.00	USD 5,940.00
9	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	36.00	USD 324.00	USD 0.00	USD 324.00
180	85401	INCLUDED STORAGE, 20 GBS PER ULTIMATE LICENSE		USD 0.00	USD 0.00	USD 0.00
720	85035	EVIDENCE.COM STORAGE	\$1.50 / GB per year	USD 1,080.00	USD 0.00	USD 1,080.00

Year 5--Due in 2018 Total:	USD 7,344.00
Year 5--Due in 2018 Net Price:	USD 7,344.00

Subtotal	USD 43,876.00
Estimated Shipping Cost	USD 67.03
Grand Total	USD 43,943.03

Complimentary Evidence.com Tier Upgrade Through 12/31/2014

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will temporarily receive the features available with the Professional license for the Basic and Standard licenses purchased until December 31, 2014. This is a free upgrade to your account so you can enjoy all the benefits of our most feature rich license tier. In January 2015 you will be prompted to select which users you would like to go in which tiers. This will have no impact on uploaded data.

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at http://www.taser.com/images/support/downloads/downloads/evidence_materials/Professional_Services_Agreement.pdf. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ **Date:** _____
Name (Print): _____ **Title:** _____
PO# (if needed): _____

Please sign and email to Andrew Grayson at agrayson@taser.com or fax to (480) 991-0791

THANK YOU FOR YOUR BUSINESS!

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**TASER International, Inc.'s Sales Terms and Conditions for the
X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only)
(Effective January 15, 2014)**

These Sales Terms and Conditions ("Terms") apply to your purchase of the TASER® X2™ or X26P™ conducted electrical weapon (CEW), TASER CAM™ HD recorder, related accessories, and the TASER Assurance Plan ("TAP"). The Covered Products and TAP are expressly subject to and conditioned upon the terms set forth below. By signing a quote, issuing a purchase order, or accepting delivery of the products, you accept and are bound to these Terms. Any different or additional terms set forth by you, whether in your purchase order or another communication, are expressly objected to and will not be binding on TASER

TASER Assurance Plan (TAP). TAP provides you with hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP term. TAP only applies to the X2 CEW, X26P CEW, and the TASER CAM HD recorder; depending on the product you purchase ("Covered Product"). TAP's purchase price does not include the cost of the Covered Product or any other hardware accessories or software services. TAP does not apply to software or services offered for, by, on, or through the TASER.com or EVIDENCE.com websites. You may not buy more than one TAP for any one Covered Product.

TAP Warranty Coverage. See TASER's current *Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras* at www.TASER.com ("Hardware Warranty"). TAP includes the extended warranty coverage as described in the current Hardware Warranty, starting on the date of initial receipt of the Covered Product. TAP warranty coverage starts at the beginning of the TAP term and continues as long as you continue to pay the required annual fees for TAP. You may not have both an optional extended warranty and TAP on the Covered Product.

Spare Products. TASER will provide a predetermined number of spare CEWs or TASER CAM HD recorders, whichever is applicable, (collectively "Spare Products") to you to keep at your agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. You must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP term with the same product or a like product, at TASER's

sole option. You may not buy a new TAP for the replacement product or the Spare Product.

Within 30 days of the end of the TAP term you must return to TASER all Spare Products. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh your allotted number of Spare Products with Upgraded Models if you purchase a new TAP for the Upgraded Models.

TAP Upgrade Models. After final payment for the 5th year of the TAP term, you must contact TASER at sales@taser.com to arrange return of the Covered Products to TASER.

TASER will upgrade those Covered Products, free of charge, with a new unit that is the same product or a like product, in the same weapon class ("Upgrade Model"). For example: (a) if the Covered Product is a single bay CEW, then you may choose any single bay CEW model as your Upgrade Model; (b) if the Covered Product is a multi-bay CEW, then you may choose any multi-bay CEW model as your Upgrade Model; and (c) if the Covered Product is a TASER CAM recorder, then you may choose any TASER CAM model as your Upgrade Model. To continue TAP coverage for the Upgrade Model, you must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP.

You may elect to receive the Upgrade Model anytime in the 5th year of the TAP term as long as you have made the final TAP payment.

TAP Contract Start Date. The TAP term start date is based upon the shipment date of the Covered Product. If the shipment of the Covered Product occurred in the first half of the month, then the TAP term starts on the 1st of the following month. If the shipment of the Covered Product occurred in the second half of the month, then the TAP term starts on the 15th of the following month.

TAP Early Cancellation or Termination. If written notification of cancellation is received by TASER or an invoice for TAP is more than 30 days past due, then TASER may terminate TAP and all outstanding TAPs for X2 CEWs, X26P CEWs, or TASER CAM HD recorders with your agency. TASER will provide notification to you

**TASER International, Inc.'s Sales Terms and Conditions for the
X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only)
(Effective January 15, 2014)**

that coverage is terminated. Once TAP coverage is terminated, then:

1. TAP coverage will terminate as of the date of cancellation/termination.
2. You will not be eligible to receive TAP coverage in the future for CEW or TASER CAM products.
3. TASER will not and has no obligation to provide the free Upgrade Models at the end of the TAP term.
4. If you made payments greater than \$398 per X2 CEW (\$598 if with TASER CAM HD recorder) or \$360 per X26P CEW (\$560 if with TASER CAM HD recorder) under TAP, then you will: retain the extended warranty coverage; receive a 50% credit for the difference between TAP payments paid prior to termination and the extended warranty price then in effect for each CEW covered under TAP; and have until the date listed on the termination notification to apply that credit toward the purchase of any TASER products. The credit amount available and expiration date of the credit will be provided to you as part of the termination notification.
5. If you made payments less than \$398 per X2 CEW (\$598 if with TASER CAM HD recorder) or \$360 per X26P CEW (\$560 if with TASER CAM HD recorder) under TAP, then you may elect to pay the difference between the price for the extended warranty then in effect and the payments made under TAP to continue extended warranty coverage. This election must be made when written notice of cancellation is submitted by you. If you do not elect to continue with an extended warranty, then warranty coverage will terminate as of the date of cancellation/termination.
6. If you received a credit towards your first TAP payment as part of a trade-in promotion, then upon cancellation/termination you will be assessed a \$100 cancellation fee for each Covered Product.
7. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided to you under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

TAP Payment Terms. TAP may only be purchased at the point of sale and at time of upgrade under TAP. TASER will separately invoice you on an annual basis for the cost of TAP and you are responsible for payment within 30 days of the invoice (even if TASER does not receive an annual purchase order from you prior to issuing the invoice). The payment due date is based upon the TAP term start date. If multiple purchases of the Covered Products have been made, each purchase may have a separate TAP payment due date. Payment will be considered past due if not paid in full or if not received within 30 days of the invoice date.

Sales Terms. TASER's current *Sales Terms and Conditions for Direct Sales to End User Purchasers*, located at <http://www.taser.com/sales-terms-and-conditions>, are also applicable to your purchase.

No Assignment. You may not assign TAP or any related order and you may not delegate your duties under these Terms without TASER's prior written consent, which will not be unreasonably withheld.

Entire Agreement. These Terms, along with the quote, sales order acknowledgement, *Sales Terms and Conditions for Direct Sales to End User Purchasers*, and the Hardware Warranty, license and service agreement(s), constitute the entire agreement between the parties for the purchase of the Covered Products and TAP. These Terms supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement.

X2, X26P, TASER CAM and  are trademarks of TASER International, Inc., and TASER is a trademark of TASER International, Inc., registered in the U.S. All rights reserved. © 2014 TASER International, Inc.

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers
(Effective November 22, 2013)**

These Sales Terms and Conditions apply to your purchase of all TASER International, Inc. ("TASER," "we," "us," or "our") products and services purchased directly from us. Products and services sold by us are expressly subject to and conditioned upon the terms and conditions set forth below. By signing a quote, issuing a purchase order, or accepting delivery of the product or service, you accept and are bound to these Sales Terms and Conditions. Any different or additional terms set forth by you, whether in your purchase order or another communication, are expressly objected to and will not be binding on us.

Return Policies. All sales are final and no refunds or exchanges are allowed, except as provided by state or federal law and as specified below for TASER® Citizen Products.

Exchanges for TASER Citizen Products. The citizen model products that are unopened and still in their sealed package may be returned or exchanged within 15 days from the date of receipt of the product for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. Any product returned to TASER without prior authorization from us will be considered an unauthorized return, and you will not receive credit for the product and we will not ship the product back to you. Unless the product is defective or the return is a direct result of our error, we may charge a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.

To return a citizen model product, you must first go to our website, www.TASER.com and obtain a Return Material Authorization ("RMA") number before the end of the applicable return period. We will not accept returns without an RMA number. See the Product Warranty, www.TASER.com, or contact us at 800.978.2737 (+1.480.905.2000 for International callers) for information on how to obtain an RMA number. You must ship the product to us within 5 days of the date that we issue the RMA number as follows:

- in the original product packaging, in as-new condition, along with any media, documentation, and any other items that were included in your original shipment;
- at your expense and insured (if you return the product uninsured then you accept the risk of loss or damage during shipment);
- with the RMA number clearly marked on the outside of the return packaging;
- with proof of purchase of the product (receipt, purchase order, or invoice); and
- with your name, address, and phone number of where to send the exchange item or the product credit or refund.

Upon receipt of your return, we will issue a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. For partial returns, your credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions. If you fail to follow the return or exchange instructions and policies provided by us, we are not responsible for product that is lost, damaged, modified, or otherwise processed for disposal or resale.

Quotes. A quotation is an offer to sell, is valid only for the products and services listed on the quote at the prices listed on the quote, and is subject to these Sales Terms and Conditions, all of which are deemed incorporated into the quote. The quote from TASER contains the entire terms and conditions

associated with the transaction. You may accept a quotation by signing the quote, issuing a purchase order, or other writing expressing your intention to be bound. Any terms, conditions or writing within your purchase order or other writing addressing the subject matter of the transaction, will be for your internal purposes only and the terms and conditions contained therein will have no force or effect. If you have not signed a quote from TASER, then your order is subject to cancellation by us, in our sole discretion. We are not responsible for pricing, typographical, or other errors in any offer by us and reserve the right to cancel any orders resulting from such errors.

Prices. The price of the products and services are set forth in the quote specifically provided to you (if no quote was provided then the price is that set forth on our current price list or www.TASER.com). Prices do not include taxes, shipping, handling, insurance or other similar charges; any such charges will be added to the price or separately invoiced unless otherwise expressly indicated at the time of sale.

Payment Terms. Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. We may invoice parts of an order separately. Where no credit has been granted to you or where credit has been withdrawn (in our absolute discretion) or for international sales, payment is required in full prior to shipment. Payment must be by credit card, wire transfer, or some other prearranged payment method. If we have reasonable grounds to believe that you will fail to comply with the payment terms or with the agreed credit terms, we are entitled to postpone or to refuse delivery of an order.

Taxes. Unless you provide us with a valid and correct tax exemption certificate applicable to your purchase and ship-to location, you are responsible for sales and other taxes associated with your order.

Shipping; Title; Risk of Loss. We reserve the right to make partial shipments and products may ship from multiple locations. All shipments are FOB TASER's facility and title and risk of loss pass from us to you on upon delivery to the common carrier by TASER. You are responsible for all freight charges. Any loss or damage that occurs during shipment is your responsibility. Shipping dates are estimates only. Delivery is typically 2–6 weeks after receipt of order or payment.

Excusable delays. We will use commercially reasonable efforts to deliver all products and services ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond our reasonable control, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, we have the right, in our sole discretion and upon oral or written notice to you, to delay or terminate the delivery.

Not For Resale or Export. Shipping of some our products out of the United States is restricted by U.S. federal law and neither the product nor its technology can be exported out of the U.S. without a validated export license issued by the U.S. Department of Commerce and a signed BIS-711 on file with us.

Regulations and Restrictions. You agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of TASER products and services including your acceptance of responsibility for the payment of any relevant taxes or duties. Please go to our website (www.TASER.com) or contact our Customer Service Department for a list of known regulations and restrictions regarding the sale, possession, and use of

TASER CEW products. You are responsible for understanding and verifying all local laws, regulations, and restrictions.

Warranty Coverage. Our current warranty provisions, warranty exclusions, release, and any limitations of liability located at www.TASER.com are also applicable to your purchase.

Product Warnings. See our website at www.TASER.com for the most current product warnings.

Proprietary Information. You agree that we have and claim various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute our products and services, and that you will not directly or indirectly cause any proprietary rights to be violated.

Design Changes. We reserve the right to make changes in design of any of our products and services without incurring any obligation to notify you or to make the same change to products and services previously purchased.

Severable Provisions. If any provision of these Sales Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder will have their full force and effect and the invalid provision will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

No Assignment. You may not assign this agreement nor any related order and you may not delegate your duties under this agreement without our prior written consent which will not be unreasonably withheld. We may assign this agreement without your consent.

Entire Agreement. These Sales Terms and Conditions, along with the quote, sales order acknowledgement, and the applicable product warranty, license and service agreement(s), constitute the entire agreement between the parties. These Sales Terms and Conditions supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, any service and license agreement(s), are intended to be discharged or nullified.

Governing Law. The laws of the State of Arizona, U.S.A. govern this transaction and agreement, without regard to conflicts of law.

'Protect Life' and  are trademarks of TASER International, Inc., and TASER is a registered trademark of TASER International, Inc., registered in the U.S. All rights reserved. © 2013 TASER International, Inc.

TASER International

Protect Truth

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: (888) 847-8042

Chris Perkins
(979) 764-5090
cperkins@cstx.gov



Quotation

Quote: Q-08587-5
Date: 8/25/2014 1:45 PM
Quote Expiration: 9/30/2014
Contract Start Date*: 9/30/2014
Contract Term: 5 years

Bill To:

College Station Police Dept. - TX
2611 A TEXAS AVE. S.
College Station, TX 77840
US

Ship To:

Chris Perkins
College Station Police Dept. - TX
2611 A TEXAS AVE. S.
College Station, TX 77840
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Dave Munson	480-244-7785	dmunson@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

X26P's and 1st Year TAP

QTY	PART #	DESCRIPTION	NET UNIT PRICE	TOTAL PRICE
10.00	11003	HANDLE, YELLOW, CLASS III, X26P	USD 873.85	USD 8,738.50
10.00	85058	TASER ASSURANCE PLAN CEW, X26P	USD 0.00	USD 0.00
10.00	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	USD 185.00	USD 1,850.00
2.00	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	USD 185.00	USD 370.00
10.00	22012	TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P	USD 52.95	USD 529.50
7.00	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 51.75	USD 362.25
3.00	11504	HOLSTER, BLACKHAWK, LEFT, X26P	USD 51.75	USD 155.25
100.00	44203	CARTRIDGE - 25' HYBRID	USD 26.55	USD 2,655.00
X26P's and 1st Year TAP Net Price:				USD 14,660.50

Spare X26P - Free

QTY	PART #	DESCRIPTION	NET UNIT PRICE	TOTAL PRICE
1.00	85058	TASER ASSURANCE PLAN CEW, X26P	USD 0.00	USD 0.00
1.00	11003	HANDLE, YELLOW, CLASS III, X26P	USD 0.00	USD 0.00
1.00	22012	TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P	USD 0.00	USD 0.00
Spare X26P - Free Net Price:				USD 0.00

TAP - Year 2 due 2015

QTY	PART #	DESCRIPTION	NET UNIT PRICE	TOTAL PRICE
10.00	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	USD 185.00	USD 1,850.00
2.00	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	USD 185.00	USD 370.00
TAP - Year 2 due 2015 Net Price:				USD 2,220.00

TAP - Year 3 due 2016

QTY	PART #	DESCRIPTION	NET UNIT PRICE	TOTAL PRICE
10.00	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	USD 185.00	USD 1,850.00
2.00	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	USD 185.00	USD 370.00
TAP - Year 3 due 2016 Net Price:				USD 2,220.00

TAP - Year 4 due 2017

QTY	PART #	DESCRIPTION	NET UNIT PRICE	TOTAL PRICE
10.00	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	USD 185.00	USD 1,850.00
2.00	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	USD 185.00	USD 370.00
TAP - Year 4 due 2017 Net Price:				USD 2,220.00

TAP - Year 5 due 2018

QTY	PART #	DESCRIPTION	NET UNIT PRICE	TOTAL PRICE
10.00	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	USD 185.00	USD 1,850.00
2.00	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	USD 185.00	USD 370.00
TAP - Year 5 due 2018 Net Price:				USD 2,220.00

Subtotal	USD 23,540.50
Estimated Shipping Cost	USD 138.35
Grand Total	USD 23,678.85

College Station PD will receive a credit memo of \$539.98 for extended warranties previously purchased in 03/2014. The (2) X26P's, previously covered under the extended warranty, with serial numbers X130009D5 and X13000AAF, will be enrolled in the TASER Assurance Plan (TAP), along with the purchase of the (10) X26P's listed on Quote #Q-08587-4. Under this agreement, there will be (12) X26P's enrolled in the TASER Assurance Plan (TAP). The credit from the warranties may be applied to the invoice generated from this order, or toward future orders with TASER International.

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By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at http://www.taser.com/images/support/downloads/downloads/evidence_materials/Professional_Services_Agreement.pdf. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____	Date: _____
Name (Print): _____	Title: _____
PO# (if needed): _____	

Please sign and email to Dave Munson at dmunson@taser.com or fax to (888) 847-8042

THANK YOU FOR YOUR BUSINESS!

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© 2013 TASER International, Inc. All rights reserved.

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers
(Effective November 22, 2013)**

These Sales Terms and Conditions apply to your purchase of all TASER International, Inc. ("TASER," "we," "us," or "our") products and services purchased directly from us. Products and services sold by us are expressly subject to and conditioned upon the terms and conditions set forth below. By signing a quote, issuing a purchase order, or accepting delivery of the product or service, you accept and are bound to these Sales Terms and Conditions. Any different or additional terms set forth by you, whether in your purchase order or another communication, are expressly objected to and will not be binding on us.

Return Policies. All sales are final and no refunds or exchanges are allowed, except as provided by state or federal law and as specified below for TASER® Citizen Products.

Exchanges for TASER Citizen Products. The citizen model products that are unopened and still in their sealed package may be returned or exchanged within 15 days from the date of receipt of the product for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. Any product returned to TASER without prior authorization from us will be considered an unauthorized return, and you will not receive credit for the product and we will not ship the product back to you. Unless the product is defective or the return is a direct result of our error, we may charge a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.

To return a citizen model product, you must first go to our website, www.TASER.com and obtain a Return Material Authorization ("RMA") number before the end of the applicable return period. We will not accept returns without an RMA number. See the Product Warranty, www.TASER.com, or contact us at 800.978.2737 (+1.480.905.2000 for International callers) for information on how to obtain an RMA number. You must ship the product to us within 5 days of the date that we issue the RMA number as follows:

- in the original product packaging, in as-new condition, along with any media, documentation, and any other items that were included in your original shipment;
- at your expense and insured (if you return the product uninsured then you accept the risk of loss or damage during shipment);
- with the RMA number clearly marked on the outside of the return packaging;
- with proof of purchase of the product (receipt, purchase order, or invoice); and
- with your name, address, and phone number of where to send the exchange item or the product credit or refund.

Upon receipt of your return, we will issue a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. For partial returns, your credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions. If you fail to follow the return or exchange instructions and policies provided by us, we are not responsible for product that is lost, damaged, modified, or otherwise processed for disposal or resale.

Quotes. A quotation is an offer to sell, is valid only for the products and services listed on the quote at the prices listed on the quote, and is subject to these Sales Terms and Conditions, all of which are deemed incorporated into the quote. The quote from TASER contains the entire terms and conditions

associated with the transaction. You may accept a quotation by signing the quote, issuing a purchase order, or other writing expressing your intention to be bound. Any terms, conditions or writing within your purchase order or other writing addressing the subject matter of the transaction, will be for your internal purposes only and the terms and conditions contained therein will have no force or effect. If you have not signed a quote from TASER, then your order is subject to cancellation by us, in our sole discretion. We are not responsible for pricing, typographical, or other errors in any offer by us and reserve the right to cancel any orders resulting from such errors.

Prices. The price of the products and services are set forth in the quote specifically provided to you (if no quote was provided then the price is that set forth on our current price list or www.TASER.com). Prices do not include taxes, shipping, handling, insurance or other similar charges; any such charges will be added to the price or separately invoiced unless otherwise expressly indicated at the time of sale.

Payment Terms. Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. We may invoice parts of an order separately. Where no credit has been granted to you or where credit has been withdrawn (in our absolute discretion) or for international sales, payment is required in full prior to shipment. Payment must be by credit card, wire transfer, or some other prearranged payment method. If we have reasonable grounds to believe that you will fail to comply with the payment terms or with the agreed credit terms, we are entitled to postpone or to refuse delivery of an order.

Taxes. Unless you provide us with a valid and correct tax exemption certificate applicable to your purchase and ship-to location, you are responsible for sales and other taxes associated with your order.

Shipping; Title; Risk of Loss. We reserve the right to make partial shipments and products may ship from multiple locations. All shipments are FOB TASER's facility and title and risk of loss pass from us to you on upon delivery to the common carrier by TASER. You are responsible for all freight charges. Any loss or damage that occurs during shipment is your responsibility. Shipping dates are estimates only. Delivery is typically 2–6 weeks after receipt of order or payment.

Excusable delays. We will use commercially reasonable efforts to deliver all products and services ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond our reasonable control, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, we have the right, in our sole discretion and upon oral or written notice to you, to delay or terminate the delivery.

Not For Resale or Export. Shipping of some our products out of the United States is restricted by U.S. federal law and neither the product nor its technology can be exported out of the U.S. without a validated export license issued by the U.S. Department of Commerce and a signed BIS-711 on file with us.

Regulations and Restrictions. You agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of TASER products and services including your acceptance of responsibility for the payment of any relevant taxes or duties. Please go to our website (www.TASER.com) or contact our Customer Service Department for a list of known regulations and restrictions regarding the sale, possession, and use of

TASER CEW products. You are responsible for understanding and verifying all local laws, regulations, and restrictions.

Warranty Coverage. Our current warranty provisions, warranty exclusions, release, and any limitations of liability located at www.TASER.com are also applicable to your purchase.

Product Warnings. See our website at www.TASER.com for the most current product warnings.

Proprietary Information. You agree that we have and claim various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute our products and services, and that you will not directly or indirectly cause any proprietary rights to be violated.

Design Changes. We reserve the right to make changes in design of any of our products and services without incurring any obligation to notify you or to make the same change to products and services previously purchased.

Severable Provisions. If any provision of these Sales Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder will have their full force and effect and the invalid provision will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

No Assignment. You may not assign this agreement nor any related order and you may not delegate your duties under this agreement without our prior written consent which will not be unreasonably withheld. We may assign this agreement without your consent.

Entire Agreement. These Sales Terms and Conditions, along with the quote, sales order acknowledgement, and the applicable product warranty, license and service agreement(s), constitute the entire agreement between the parties. These Sales Terms and Conditions supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, any service and license agreement(s), are intended to be discharged or nullified.

Governing Law. The laws of the State of Arizona, U.S.A. govern this transaction and agreement, without regard to conflicts of law.

'Protect Life' and  are trademarks of TASER International, Inc., and TASER is a registered trademark of TASER International, Inc., registered in the U.S. All rights reserved. © 2013 TASER International, Inc.

**TASER International, Inc.'s Sales Terms and Conditions for the
X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only)
(Effective January 15, 2014)**

These Sales Terms and Conditions ("Terms") apply to your purchase of the TASER® X2™ or X26P™ conducted electrical weapon (CEW), TASER CAM™ HD recorder, related accessories, and the TASER Assurance Plan ("TAP"). The Covered Products and TAP are expressly subject to and conditioned upon the terms set forth below. By signing a quote, issuing a purchase order, or accepting delivery of the products, you accept and are bound to these Terms. Any different or additional terms set forth by you, whether in your purchase order or another communication, are expressly objected to and will not be binding on TASER

TASER Assurance Plan (TAP). TAP provides you with hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP term. TAP only applies to the X2 CEW, X26P CEW, and the TASER CAM HD recorder; depending on the product you purchase ("Covered Product"). TAP's purchase price does not include the cost of the Covered Product or any other hardware accessories or software services. TAP does not apply to software or services offered for, by, on, or through the TASER.com or EVIDENCE.com websites. You may not buy more than one TAP for any one Covered Product.

TAP Warranty Coverage. See TASER's current *Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras* at www.TASER.com ("Hardware Warranty"). TAP includes the extended warranty coverage as described in the current Hardware Warranty, starting on the date of initial receipt of the Covered Product. TAP warranty coverage starts at the beginning of the TAP term and continues as long as you continue to pay the required annual fees for TAP. You may not have both an optional extended warranty and TAP on the Covered Product.

Spare Products. TASER will provide a predetermined number of spare CEWs or TASER CAM HD recorders, whichever is applicable, (collectively "Spare Products") to you to keep at your agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. You must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP term with the same product or a like product, at TASER's

sole option. You may not buy a new TAP for the replacement product or the Spare Product.

Within 30 days of the end of the TAP term you must return to TASER all Spare Products. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh your allotted number of Spare Products with Upgraded Models if you purchase a new TAP for the Upgraded Models.

TAP Upgrade Models. After final payment for the 5th year of the TAP term, you must contact TASER at sales@taser.com to arrange return of the Covered Products to TASER.

TASER will upgrade those Covered Products, free of charge, with a new unit that is the same product or a like product, in the same weapon class ("Upgrade Model"). For example: (a) if the Covered Product is a single bay CEW, then you may choose any single bay CEW model as your Upgrade Model; (b) if the Covered Product is a multi-bay CEW, then you may choose any multi-bay CEW model as your Upgrade Model; and (c) if the Covered Product is a TASER CAM recorder, then you may choose any TASER CAM model as your Upgrade Model. To continue TAP coverage for the Upgrade Model, you must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP.

You may elect to receive the Upgrade Model anytime in the 5th year of the TAP term as long as you have made the final TAP payment.

TAP Contract Start Date. The TAP term start date is based upon the shipment date of the Covered Product. If the shipment of the Covered Product occurred in the first half of the month, then the TAP term starts on the 1st of the following month. If the shipment of the Covered Product occurred in the second half of the month, then the TAP term starts on the 15th of the following month.

TAP Early Cancellation or Termination. If written notification of cancellation is received by TASER or an invoice for TAP is more than 30 days past due, then TASER may terminate TAP and all outstanding TAPs for X2 CEWs, X26P CEWs, or TASER CAM HD recorders with your agency. TASER will provide notification to you

**TASER International, Inc.'s Sales Terms and Conditions for the
X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only)
(Effective January 15, 2014)**

that coverage is terminated. Once TAP coverage is terminated, then:

1. TAP coverage will terminate as of the date of cancellation/termination.
2. You will not be eligible to receive TAP coverage in the future for CEW or TASER CAM products.
3. TASER will not and has no obligation to provide the free Upgrade Models at the end of the TAP term.
4. If you made payments greater than \$398 per X2 CEW (\$598 if with TASER CAM HD recorder) or \$360 per X26P CEW (\$560 if with TASER CAM HD recorder) under TAP, then you will: retain the extended warranty coverage; receive a 50% credit for the difference between TAP payments paid prior to termination and the extended warranty price then in effect for each CEW covered under TAP; and have until the date listed on the termination notification to apply that credit toward the purchase of any TASER products. The credit amount available and expiration date of the credit will be provided to you as part of the termination notification.
5. If you made payments less than \$398 per X2 CEW (\$598 if with TASER CAM HD recorder) or \$360 per X26P CEW (\$560 if with TASER CAM HD recorder) under TAP, then you may elect to pay the difference between the price for the extended warranty then in effect and the payments made under TAP to continue extended warranty coverage. This election must be made when written notice of cancellation is submitted by you. If you do not elect to continue with an extended warranty, then warranty coverage will terminate as of the date of cancellation/termination.
6. If you received a credit towards your first TAP payment as part of a trade-in promotion, then upon cancellation/termination you will be assessed a \$100 cancellation fee for each Covered Product.
7. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided to you under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

TAP Payment Terms. TAP may only be purchased at the point of sale and at time of upgrade under TAP. TASER will separately invoice you on an annual basis for the cost of TAP and you are responsible for payment within 30 days of the invoice (even if TASER does not receive an annual purchase order from you prior to issuing the invoice). The payment due date is based upon the TAP term start date. If multiple purchases of the Covered Products have been made, each purchase may have a separate TAP payment due date. Payment will be considered past due if not paid in full or if not received within 30 days of the invoice date.

Sales Terms. TASER's current *Sales Terms and Conditions for Direct Sales to End User Purchasers*, located at <http://www.taser.com/sales-terms-and-conditions>, are also applicable to your purchase.

No Assignment. You may not assign TAP or any related order and you may not delegate your duties under these Terms without TASER's prior written consent, which will not be unreasonably withheld.

Entire Agreement. These Terms, along with the quote, sales order acknowledgement, *Sales Terms and Conditions for Direct Sales to End User Purchasers*, and the Hardware Warranty, license and service agreement(s), constitute the entire agreement between the parties for the purchase of the Covered Products and TAP. These Terms supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement.

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TASER International

Protect Truth

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Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: (480) 991-0791

Chris Perkins
(979) 764-5090
cperkins@cstx.gov



Quotation

Quote: Q-16172-2
Date: 8/28/2014 7:27 AM
Quote Expiration: 10/31/2014
Contract Start Date*: 11/1/2014
Contract Term: 5 years

Bill To:

College Station PD
2611 A Texas Ave. S.
College Station, TX
US

Ship To:

Chris Perkins
College Station PD
2611 A Texas Ave. S.
College Station, TX
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Andrew Grayson	800-978-2737	agrayson@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
1	70026	EVIDENCE.COM DOCK, AXON SIX BAY	1495.00	USD 1,495.00	USD 747.50	USD 747.50
1	85094	5 YEAR TASER ASSURANCE PLAN EVIDENCE.COM DOCK HUB		USD 0.00	USD 0.00	USD 0.00
1	85096	5 YEAR TASER ASSURANCE PLAN EVIDENCE.COM DOCK 6 BAY		USD 0.00	USD 0.00	USD 0.00
7	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	36.00	USD 252.00	USD 0.00	USD 252.00
1	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	35.00	USD 35.00	USD 0.00	USD 35.00
7	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	660.00	USD 4,620.00	USD 0.00	USD 4,620.00
140	85401	INCLUDED STORAGE, 20 GBS PER ULTIMATE LICENSE		USD 0.00	USD 0.00	USD 0.00
560	85035	EVIDENCE.COM STORAGE	\$1.50 / GB per year	USD 840.00	USD 0.00	USD 840.00
1	85014	AXON 1-DAY SERVICE	2000.00	USD 2,000.00	USD 0.00	USD 2,000.00
7	73030	CAMERA SYSTEM, AXON FLEX	599.00	USD 4,193.00	USD 2,096.50	USD 2,096.50
1	73013	HELMET MOUNT, FLEX		USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
7	85053	5 YEAR TASER ASSURANCE PLAN AXON FLEX		USD 0.00	USD 0.00	USD 0.00
0	73030	CAMERA SYSTEM, AXON FLEX		USD 0.00	USD 0.00	USD 0.00
0	85053	5 YEAR TASER ASSURANCE PLAN AXON FLEX		USD 0.00	USD 0.00	USD 0.00
Due Net 30 Total:						USD 13,435.00
Due Net 30 Net Price:						USD 10,591.00

Year 2--Due in 2015

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
560	85035	EVIDENCE.COM STORAGE	\$1.50 / GB per year	USD 840.00	USD 0.00	USD 840.00
7	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	36.00	USD 252.00	USD 0.00	USD 252.00
7	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	660.00	USD 4,620.00	USD 0.00	USD 4,620.00
140	85401	INCLUDED STORAGE, 20 GBS PER ULTIMATE LICENSE		USD 0.00	USD 0.00	USD 0.00
Year 2--Due in 2015 Total:						USD 5,712.00
Year 2--Due in 2015 Net Price:						USD 5,712.00

Year 3--Due in 2016

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
560	85035	EVIDENCE.COM STORAGE	\$1.50 / GB per year	USD 840.00	USD 0.00	USD 840.00
7	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	36.00	USD 252.00	USD 0.00	USD 252.00
7	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	660.00	USD 4,620.00	USD 0.00	USD 4,620.00
140	85401	INCLUDED STORAGE, 20 GBS PER ULTIMATE LICENSE		USD 0.00	USD 0.00	USD 0.00
Year 3--Due in 2016 Total:						USD 5,712.00
Year 3--Due in 2016 Net Price:						USD 5,712.00

Year 4--Due in 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
560	85035	EVIDENCE.COM STORAGE	\$1.50 / GB per year	USD 840.00	USD 0.00	USD 840.00
7	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	36.00	USD 252.00	USD 0.00	USD 252.00
7	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	660.00	USD 4,620.00	USD 0.00	USD 4,620.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
140	85401	INCLUDED STORAGE, 20 GBS PER ULTIMATE LICENSE		USD 0.00	USD 0.00	USD 0.00
Year 4--Due in 2017 Total:						USD 5,712.00
Year 4--Due in 2017 Net Price:						USD 5,712.00

Year 5--Due in 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
7	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	660.00	USD 4,620.00	USD 0.00	USD 4,620.00
7	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	36.00	USD 252.00	USD 0.00	USD 252.00
140	85401	INCLUDED STORAGE, 20 GBS PER ULTIMATE LICENSE		USD 0.00	USD 0.00	USD 0.00
560	85035	EVIDENCE.COM STORAGE	\$1.50 / GB per year	USD 840.00	USD 0.00	USD 840.00
Year 5--Due in 2018 Total:						USD 5,712.00
Year 5--Due in 2018 Net Price:						USD 5,712.00

Subtotal	USD 33,439.00
Estimated Shipping Cost	USD 40.31
Grand Total	USD 33,479.31

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for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at http://www.taser.com/images/support/downloads/downloads/evidence_materials/Professional_Services_Agreement.pdf. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (if needed):	_____		

Please sign and email to Andrew Grayson at agrayson@taser.com or fax to (480) 991-0791

THANK YOU FOR YOUR BUSINESS!

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**TASER International, Inc.'s Sales Terms and Conditions for the
X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only)
(Effective January 15, 2014)**

These Sales Terms and Conditions ("Terms") apply to your purchase of the TASER® X2™ or X26P™ conducted electrical weapon (CEW), TASER CAM™ HD recorder, related accessories, and the TASER Assurance Plan ("TAP"). The Covered Products and TAP are expressly subject to and conditioned upon the terms set forth below. By signing a quote, issuing a purchase order, or accepting delivery of the products, you accept and are bound to these Terms. Any different or additional terms set forth by you, whether in your purchase order or another communication, are expressly objected to and will not be binding on TASER

TASER Assurance Plan (TAP). TAP provides you with hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP term. TAP only applies to the X2 CEW, X26P CEW, and the TASER CAM HD recorder; depending on the product you purchase ("Covered Product"). TAP's purchase price does not include the cost of the Covered Product or any other hardware accessories or software services. TAP does not apply to software or services offered for, by, on, or through the TASER.com or EVIDENCE.com websites. You may not buy more than one TAP for any one Covered Product.

TAP Warranty Coverage. See TASER's current *Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras* at www.TASER.com ("Hardware Warranty"). TAP includes the extended warranty coverage as described in the current Hardware Warranty, starting on the date of initial receipt of the Covered Product. TAP warranty coverage starts at the beginning of the TAP term and continues as long as you continue to pay the required annual fees for TAP. You may not have both an optional extended warranty and TAP on the Covered Product.

Spare Products. TASER will provide a predetermined number of spare CEWs or TASER CAM HD recorders, whichever is applicable, (collectively "Spare Products") to you to keep at your agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. You must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP term with the same product or a like product, at TASER's

sole option. You may not buy a new TAP for the replacement product or the Spare Product.

Within 30 days of the end of the TAP term you must return to TASER all Spare Products. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh your allotted number of Spare Products with Upgraded Models if you purchase a new TAP for the Upgraded Models.

TAP Upgrade Models. After final payment for the 5th year of the TAP term, you must contact TASER at sales@taser.com to arrange return of the Covered Products to TASER.

TASER will upgrade those Covered Products, free of charge, with a new unit that is the same product or a like product, in the same weapon class ("Upgrade Model"). For example: (a) if the Covered Product is a single bay CEW, then you may choose any single bay CEW model as your Upgrade Model; (b) if the Covered Product is a multi-bay CEW, then you may choose any multi-bay CEW model as your Upgrade Model; and (c) if the Covered Product is a TASER CAM recorder, then you may choose any TASER CAM model as your Upgrade Model. To continue TAP coverage for the Upgrade Model, you must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP.

You may elect to receive the Upgrade Model anytime in the 5th year of the TAP term as long as you have made the final TAP payment.

TAP Contract Start Date. The TAP term start date is based upon the shipment date of the Covered Product. If the shipment of the Covered Product occurred in the first half of the month, then the TAP term starts on the 1st of the following month. If the shipment of the Covered Product occurred in the second half of the month, then the TAP term starts on the 15th of the following month.

TAP Early Cancellation or Termination. If written notification of cancellation is received by TASER or an invoice for TAP is more than 30 days past due, then TASER may terminate TAP and all outstanding TAPs for X2 CEWs, X26P CEWs, or TASER CAM HD recorders with your agency. TASER will provide notification to you

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X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only)
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that coverage is terminated. Once TAP coverage is terminated, then:

1. TAP coverage will terminate as of the date of cancellation/termination.
2. You will not be eligible to receive TAP coverage in the future for CEW or TASER CAM products.
3. TASER will not and has no obligation to provide the free Upgrade Models at the end of the TAP term.
4. If you made payments greater than \$398 per X2 CEW (\$598 if with TASER CAM HD recorder) or \$360 per X26P CEW (\$560 if with TASER CAM HD recorder) under TAP, then you will: retain the extended warranty coverage; receive a 50% credit for the difference between TAP payments paid prior to termination and the extended warranty price then in effect for each CEW covered under TAP; and have until the date listed on the termination notification to apply that credit toward the purchase of any TASER products. The credit amount available and expiration date of the credit will be provided to you as part of the termination notification.
5. If you made payments less than \$398 per X2 CEW (\$598 if with TASER CAM HD recorder) or \$360 per X26P CEW (\$560 if with TASER CAM HD recorder) under TAP, then you may elect to pay the difference between the price for the extended warranty then in effect and the payments made under TAP to continue extended warranty coverage. This election must be made when written notice of cancellation is submitted by you. If you do not elect to continue with an extended warranty, then warranty coverage will terminate as of the date of cancellation/termination.
6. If you received a credit towards your first TAP payment as part of a trade-in promotion, then upon cancellation/termination you will be assessed a \$100 cancellation fee for each Covered Product.
7. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided to you under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

TAP Payment Terms. TAP may only be purchased at the point of sale and at time of upgrade under TAP. TASER will separately invoice you on an annual basis for the cost of TAP and you are responsible for payment within 30 days of the invoice (even if TASER does not receive an annual purchase order from you prior to issuing the invoice). The payment due date is based upon the TAP term start date. If multiple purchases of the Covered Products have been made, each purchase may have a separate TAP payment due date. Payment will be considered past due if not paid in full or if not received within 30 days of the invoice date.

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No Assignment. You may not assign TAP or any related order and you may not delegate your duties under these Terms without TASER's prior written consent, which will not be unreasonably withheld.

Entire Agreement. These Terms, along with the quote, sales order acknowledgement, *Sales Terms and Conditions for Direct Sales to End User Purchasers*, and the Hardware Warranty, license and service agreement(s), constitute the entire agreement between the parties for the purchase of the Covered Products and TAP. These Terms supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement.

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**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers
(Effective November 22, 2013)**

These Sales Terms and Conditions apply to your purchase of all TASER International, Inc. ("TASER," "we," "us," or "our") products and services purchased directly from us. Products and services sold by us are expressly subject to and conditioned upon the terms and conditions set forth below. By signing a quote, issuing a purchase order, or accepting delivery of the product or service, you accept and are bound to these Sales Terms and Conditions. Any different or additional terms set forth by you, whether in your purchase order or another communication, are expressly objected to and will not be binding on us.

Return Policies. All sales are final and no refunds or exchanges are allowed, except as provided by state or federal law and as specified below for TASER® Citizen Products.

Exchanges for TASER Citizen Products. The citizen model products that are unopened and still in their sealed package may be returned or exchanged within 15 days from the date of receipt of the product for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. Any product returned to TASER without prior authorization from us will be considered an unauthorized return, and you will not receive credit for the product and we will not ship the product back to you. Unless the product is defective or the return is a direct result of our error, we may charge a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.

To return a citizen model product, you must first go to our website, www.TASER.com and obtain a Return Material Authorization ("RMA") number before the end of the applicable return period. We will not accept returns without an RMA number. See the Product Warranty, www.TASER.com, or contact us at 800.978.2737 (+1.480.905.2000 for International callers) for information on how to obtain an RMA number. You must ship the product to us within 5 days of the date that we issue the RMA number as follows:

- in the original product packaging, in as-new condition, along with any media, documentation, and any other items that were included in your original shipment;
- at your expense and insured (if you return the product uninsured then you accept the risk of loss or damage during shipment);
- with the RMA number clearly marked on the outside of the return packaging;
- with proof of purchase of the product (receipt, purchase order, or invoice); and
- with your name, address, and phone number of where to send the exchange item or the product credit or refund.

Upon receipt of your return, we will issue a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. For partial returns, your credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions. If you fail to follow the return or exchange instructions and policies provided by us, we are not responsible for product that is lost, damaged, modified, or otherwise processed for disposal or resale.

Quotes. A quotation is an offer to sell, is valid only for the products and services listed on the quote at the prices listed on the quote, and is subject to these Sales Terms and Conditions, all of which are deemed incorporated into the quote. The quote from TASER contains the entire terms and conditions

associated with the transaction. You may accept a quotation by signing the quote, issuing a purchase order, or other writing expressing your intention to be bound. Any terms, conditions or writing within your purchase order or other writing addressing the subject matter of the transaction, will be for your internal purposes only and the terms and conditions contained therein will have no force or effect. If you have not signed a quote from TASER, then your order is subject to cancellation by us, in our sole discretion. We are not responsible for pricing, typographical, or other errors in any offer by us and reserve the right to cancel any orders resulting from such errors.

Prices. The price of the products and services are set forth in the quote specifically provided to you (if no quote was provided then the price is that set forth on our current price list or www.TASER.com). Prices do not include taxes, shipping, handling, insurance or other similar charges; any such charges will be added to the price or separately invoiced unless otherwise expressly indicated at the time of sale.

Payment Terms. Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. We may invoice parts of an order separately. Where no credit has been granted to you or where credit has been withdrawn (in our absolute discretion) or for international sales, payment is required in full prior to shipment. Payment must be by credit card, wire transfer, or some other prearranged payment method. If we have reasonable grounds to believe that you will fail to comply with the payment terms or with the agreed credit terms, we are entitled to postpone or to refuse delivery of an order.

Taxes. Unless you provide us with a valid and correct tax exemption certificate applicable to your purchase and ship-to location, you are responsible for sales and other taxes associated with your order.

Shipping; Title; Risk of Loss. We reserve the right to make partial shipments and products may ship from multiple locations. All shipments are FOB TASER's facility and title and risk of loss pass from us to you on upon delivery to the common carrier by TASER. You are responsible for all freight charges. Any loss or damage that occurs during shipment is your responsibility. Shipping dates are estimates only. Delivery is typically 2–6 weeks after receipt of order or payment.

Excusable delays. We will use commercially reasonable efforts to deliver all products and services ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond our reasonable control, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, we have the right, in our sole discretion and upon oral or written notice to you, to delay or terminate the delivery.

Not For Resale or Export. Shipping of some our products out of the United States is restricted by U.S. federal law and neither the product nor its technology can be exported out of the U.S. without a validated export license issued by the U.S. Department of Commerce and a signed BIS-711 on file with us.

Regulations and Restrictions. You agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of TASER products and services including your acceptance of responsibility for the payment of any relevant taxes or duties. Please go to our website (www.TASER.com) or contact our Customer Service Department for a list of known regulations and restrictions regarding the sale, possession, and use of

TASER CEW products. You are responsible for understanding and verifying all local laws, regulations, and restrictions.

Warranty Coverage. Our current warranty provisions, warranty exclusions, release, and any limitations of liability located at www.TASER.com are also applicable to your purchase.

Product Warnings. See our website at www.TASER.com for the most current product warnings.

Proprietary Information. You agree that we have and claim various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute our products and services, and that you will not directly or indirectly cause any proprietary rights to be violated.

Design Changes. We reserve the right to make changes in design of any of our products and services without incurring any obligation to notify you or to make the same change to products and services previously purchased.

Severable Provisions. If any provision of these Sales Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder will have their full force and effect and the invalid provision will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

No Assignment. You may not assign this agreement nor any related order and you may not delegate your duties under this agreement without our prior written consent which will not be unreasonably withheld. We may assign this agreement without your consent.

Entire Agreement. These Sales Terms and Conditions, along with the quote, sales order acknowledgement, and the applicable product warranty, license and service agreement(s), constitute the entire agreement between the parties. These Sales Terms and Conditions supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, any service and license agreement(s), are intended to be discharged or nullified.

Governing Law. The laws of the State of Arizona, U.S.A. govern this transaction and agreement, without regard to conflicts of law.

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Legislation Details (With Text)

File #:	14-691	Version:	1	Name:	FY15 Excess Liability, Workers' Comp, Property Insurance
Type:	Presentation	Status:			Consent Agenda
File created:	9/10/2014	In control:			City Council Regular
On agenda:	9/22/2014	Final action:			
Title:	Presentation, possible action, and discussion regarding City of College Station Excess Liability and Workers' Compensation Insurance, Property/Boiler & Machinery, Commercial Crime, EMT Liability, and Auto Property Damage policies for Fiscal Year 2014. FY15 premiums for all lines of coverage total \$454,832.86.				
Sponsors:	Alison Pond				
Indexes:					
Code sections:					
Attachments:	Insurance 2015 Table.pdf Insurance FY15 McGriff Renewal Recom with EMT.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding City of College Station Excess Liability and Workers' Compensation Insurance, Property/Boiler & Machinery, Commercial Crime, EMT Liability, and Auto Property Damage policies for Fiscal Year 2014. FY15 premiums for all lines of coverage total \$454,832.86.

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

Recommendation(s): The City of College Station Human Resources and Risk Management Department recommends approval of these insurance policies for the period October 1, 2014 to September 30, 2015.

Summary: Risk Management completed applications to solicit proposals for Excess Liability, Workers' Compensation, Property/Boiler & Machinery, Commercial Crime, Auto Property Damage, Cyber Liability and EMT Liability insurance policies. Sole Broker of Record McGriff, Seibels and Williams of Texas, Inc., submitted the City's applications to the appropriate carriers and evaluated all proposals submitted.

The City has been self-insured since 2002. Proposals for FY2015 Excess Property Casualty and Workers' Compensation policies assume a \$500,000 self-insured retention (SIR) except for Fire and Law Enforcement occupation codes, which carry a \$650,000 SIR. Policy limits of liability are \$5 million/\$5 million aggregate per line of coverage with Starr Indemnity. The Starr premium increased based on increased exposures (population) and a slight rate increase. This includes General liability, Auto Liability, Law Enforcement Liability, and Public Officials Liability. Colony Insurance increases the City's excess coverage \$5 million per occurrence with \$10 million aggregate on both Workers' Compensation/Employers' Liability and General Liability lines. Deductibles for other lines of coverage remain the same as in FY14.

The City's premium for Property, Mobile Equipment, Boiler & Machinery and Fleet Catastrophic Loss remains the same for FY15, and includes engineering services for building inspections. Fleet value increases resulted in a 23-percent increase in the Auto Property Damage premium. EMT liability coverage rates increase based on exposures (number of ambulances), due to last year's addition of one ambulance unit. Commercial crime coverage remains the same. Overall, total insurance premiums increase \$46,793.20, or approximately 11.4 percent.

Budget & Financial Summary: Funds are available in the FY15 budget in the Property/Casualty Fund and the Workers' Compensation Fund.

Attachments:

Broker's recommendation for Excess Liability (includes General Liability, Auto Liability, Law Enforcement Liability, Public Officials Liability, and Employee Benefits Liability), Workers' Compensation and Excess Liability, Property/Boiler & Machinery, Commercial Crime, Auto Property Damage for vehicles valued over \$50,000, and EMT liability insurance.

The City of College Station Human Resources and Risk Management Department recommends approval of these insurance policies for the period October 1, 2014 to September 30, 2015.

Policy Type	Carrier Name	FY 2014 Premium	FY 2015 Premium	% Increase/ Decrease	SIR/Deduct	Limits of Liability
Excess Workers' Compensation & Liability	Colony Insurance Company^	\$72,484.00	\$100,713.60	38.9	*500000.00	\$5 mil/\$10 mil
Excess Liability	STARR Indemnity	\$180,000.00	\$190,800.00	6	500,000.00	\$5 mil/\$10 mil
Property/Boiler & Machinery	Affiliated FM Great American	\$116,494.00	\$116,154.00	-0.2	100,000.00	\$256,871,151.00
Auto Property Damage	Insurance	\$30,773.00	\$38,116.00	23	50,000.00	\$16,717,870.00
EMT Liability	Western World Great American	\$5,932.66	\$6,693.26	12.8	250.00	\$1 mil/\$1 mil
Commercial Crime	Insurance	\$2,356.00	\$2,356.00	0	100,000.00	\$300,000.00
TOTAL PREMIUMS		\$408,039.66	\$454,832.86	11.4		

^FY14 Carrier: Safety National for WC only

*\$650,000 SIR for Police & Fire only. All other occupation codes \$500,000



MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.

5080 Spectrum Drive, Suite 900E, Addison, TX 75001 Tel (469) 232-2100 Fax (469) 232-2101

September 12, 2014

Ms. Retha Youell
Risk Manager
City of College Station
1101 Texas Ave.
College Station, TX 77840

Re: 2014-15 Property and Casualty Insurance Renewals

Retha,

Thank you for the opportunity to assist the City of College Station in the renewal of the City's Property and Casualty Insurance Program. The City conducted a full RFP process last year for all lines of coverage. The resulting carriers were evaluated as providing the best available coverage at the best premium pricing. All incumbent carriers agreed to offer favorable renewal terms to the City.

Property, Mobile Equipment, Boiler & Machinery and Fleet Catastrophe Loss

Affiliated FM continues to be a market leader in providing Property insurance for Texas Public Entities. McGriff constantly reviews insurance market conditions and Affiliated FM premium rates remain the best available in the market. Affiliated FM has offered a renewal of the City's Property Program with no changes in premium.

McGriff recommends the City purchase the Affiliated FM policy for Property, Mobile Equipment, Boiler & Machinery, and Fleet Catastrophic Insurance for the premium of \$116,154.

Employee Dishonesty Insurance (Commercial Crime)

Great American has written the City's Employee Dishonesty coverage since 2010 and has also offered a renewal of the policy with no changes in premium.

McGriff recommends the City purchase the Great American policy for Employee Dishonesty Insurance for the premium of \$2,356.

Excess Liability and Workers' Compensation

Although last year the Excess Liability and Workers' Compensation insurance market was undergoing significant changes, with large increases in both premium rates and Self-Insured retentions with reductions in limits of liability, the current market has settled and become more consistent. Rates are increasing on renewal, but without the drastic increases seen last year. The exodus of several carriers

offering Excess coverages still impacts competition in this market. Through the RFP process last year, the City obtained the best available coverage and terms from two quality carriers (Safety National and Starr Indemnity). Although best available, the policies raised the City's Self-Insured Retention and lowered the Excess Liability limits. Safety National and Starr Indemnity have provided renewal quotes with slight increases in premium, but below the increases McGriff is seeing in the current market.

In order to confirm the City is receiving the best available coverage in the Excess Liability market, McGriff has obtained a competitive quote from The Colony Insurance Company (AM Best rated "A XII") that has developed a new package Excess Liability and Workers' Compensation policy form specifically for Public Entities. The Colony program would replace Safety National on the Workers' Compensation, matching all current policy terms and conditions except increasing the Self-Insured Retention on Police/Fire employee claims from \$500,000 to \$650,000. All other Workers' Compensation claims would maintain the \$500,000 retention. The Colony program would provide an excess layer of Liability coverage in addition to the Starr Liability policy. This Colony/Starr program would increase the City's occurrence limits from \$5,000,000 to \$10,000,000 and increase the policy aggregate limits to \$15,000,000 on Excess General, Auto, and Law Enforcement Liability. It would increase the City's occurrence limit on Public Officials Liability from \$5,000,000 to \$7,000,000 and increase the policy aggregate to \$9,000,000. The total premium of the Colony/Starr program is \$291,513.60. The City historically carried a \$15,000,000 aggregate loss limit prior to last year's reduction in limits to \$5,000,000. As Law Enforcement and Public Officials liability present significant high loss exposure, purchasing higher limits if available and financially feasible is warranted to protect the City from catastrophic loss.

McGriff recommends the City purchase the Colony Insurance Company Excess Workers' Compensation and Liability policy and the Starr Indemnity Excess Casualty policy for total premium of \$291,513.60.

Auto Physical Damage

Great American has offered a renewal of Auto Physical Damage insurance at the same terms and conditions as expiring. The City has had a slight increase in Auto values, which results in a corresponding increase in premium.

McGriff recommends the City purchase the Great American Insurance policy for Auto Physical Damage Insurance for the premium of \$38,116.

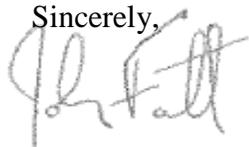
EMT Liability

Western World is still the leading provider for EMT Liability. The proposal is a renewal of the existing policy at the same terms, and conditions as expiring. The renewal premium is \$760.60 higher than expiring, due to last year's addition of one ambulance.

It is our recommendation that the City purchase the Western World Insurance policy for EMT Liability Insurance for the premium of \$6,693.26.

Thank you for the opportunity to work with the City of College Station. Please let us know if you have any questions regarding these renewals.

Sincerely,

A handwritten signature in black ink, appearing to read "Johnny Fontenot". The signature is written in a cursive style with a large initial "J" and "F".

Johnny Fontenot, CPCU, ARM, AIC
Executive Vice President



Legislation Details (With Text)

File #: 14-696 **Version:** 1 **Name:** Rock Prairie Road Right of Way
Type: Agreement **Status:** Consent Agenda
File created: 9/15/2014 **In control:** City Council Regular
On agenda: 9/22/2014 **Final action:**
Title: Presentation, possible action and discussion regarding a real estate agreement for the purchase of right-of-way along Rock Prairie Road between State Highway 6 and Normand Drive.
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments: [CVS Parcel Map.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion regarding a real estate agreement for the purchase of right-of-way along Rock Prairie Road between State Highway 6 and Normand Drive.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

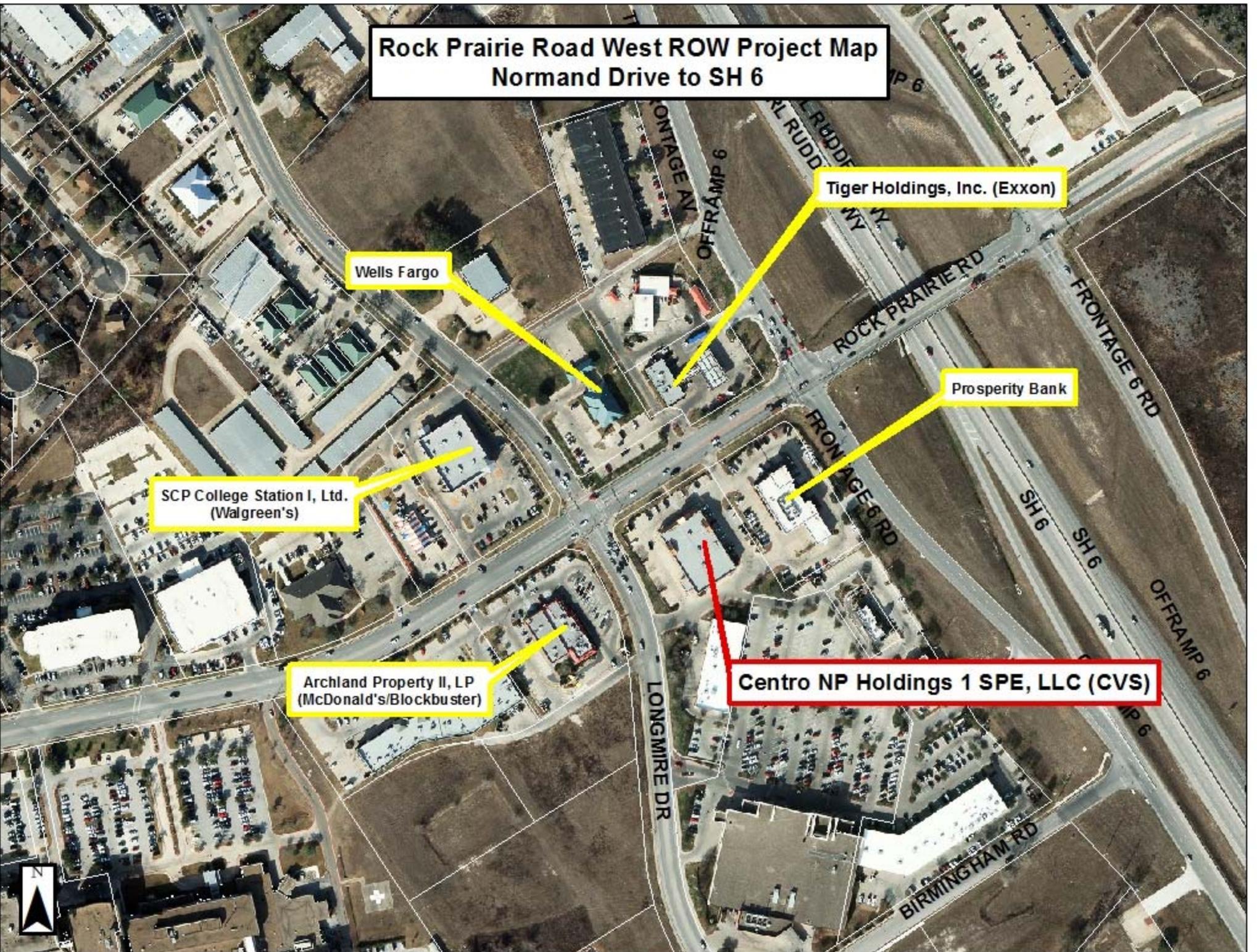
Summary: Additional right-of-way and public utility, access and landscape easements are required for the widening of Rock Prairie Road West, between State Highway 6 and Normand Drive. The widening project will improve vehicular and pedestrian mobility along the corridor. The 2008 Bond Election included a project to acquire additional right-of-way (ROW) along Rock Prairie Road, west of State Highway 6. Council authorized negotiations for the land when it approved the Resolution Determining Need for this project on February 23, 2012. Approval of this agreement will allow the City Attorney's Office to close the purchase of the parcel owned by Brixmor Holdings 1 SPE, LLC, the last of six parcels needed for the project.

Budget & Financial Summary: The purchase price for this property is \$58,744.00. The current budget for the Rock Prairie Road West ROW Project is \$740,000. Funds in the amount of \$406,330 have been expended or committed to date, leaving a balance of \$333,670 for this purchase and related expenses.

Attachments:

1. Project Map
2. Real Estate Agreement on file in the City Secretary's office

**Rock Prairie Road West ROW Project Map
Normand Drive to SH 6**



Wells Fargo

SCP College Station I, Ltd.
(Walgreen's)

Archland Property II, LP
(McDonald's/Blockbuster)

Tiger Holdings, Inc. (Exxon)

Prosperity Bank

Centro NP Holdings 1 SPE, LLC (CVS)





Legislation Details (With Text)

File #:	14-683	Version:	1	Name:	CapRock Crossing Rezoning
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	9/8/2014	In control:		In control:	City Council Regular
On agenda:	9/22/2014	Final action:		Final action:	

Title: Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to GC General Commercial and OV Overlay for a .48 acre tract for the property being the remainder of a called .5187 acre tract as described by a deed to the State of Texas recorded in volume 863, page 231 of the official records of Brazos County, Texas, generally located at 960 William D. Fitch Parkway.

Sponsors:

Indexes:

Code sections:

Attachments: [Background](#)
[Sam and Aerial](#)
[Ordinance](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to GC General Commercial and OV Overlay for a .48 acre tract for the property being the remainder of a called .5187 acre tract as described by a deed to the State of Texas recorded in volume 863, page 231 of the official records of Brazos County, Texas, generally located at 960 William D. Fitch Parkway.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendation(s):

The Planning and Zoning Commission considered this item at their September 4, 2014 meeting and voted 5-0 to recommend approval of the rezoning. Staff also recommends approval.

Summary:

This request is to rezone the subject property from R Rural to GC General Commercial and OV Overlay.

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

REVIEW CRITERIA

1. Consistency with the Comprehensive Plan: The subject parcel and surrounding parcels are shown on the Comprehensive Future Land Use and Character Map and Concept Map as Urban in Growth Area II which allows for intense land use activities including general commercial activities. GC General Commercial is appropriate for this land use designation.

2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood: The rezoning request to GC General Commercial with OV Corridor Overlay is compatible with existing zoning of the surrounding properties.

3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment: The property is located near the intersection of William D Fitch Parkway and State Highway 6 South making it suitable for commercial use.

4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment: Due to the abandonment of this portion of Old Arrington Road, the subject tract remains zoned R Rural which is not beneficial for future development.

5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment: With the existing zoning of the subject property being R Rural, the property is not marketable as it is surrounded by GC General Commercial properties.

6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use: There are existing 12-inch and 16-inch water mains available to serve this property. There is also an existing 6-inch sanitary sewer line which may provide service to the site. Existing infrastructure with proposed modifications appear to be adequate for the proposed use. Access to the site will be via Public Ways that provide access to William D. Fitch Parkway, State Highway 6 South and Arrington Road. Drainage is mainly to the south within the Alum Creek Drainage Basin. Drainage and any other infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The property is not within FEMA designated floodplain. A portion of the property is located in the Alum Creek Sewer Impact Fee Area (97-02B). Currently, the Impact Fee for this area is \$44.71 per Living Unit Equivalent.

Budget & Financial Summary:
N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: September 4, 2014
Advertised Council Hearing Dates: September 22, 2014

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:
None

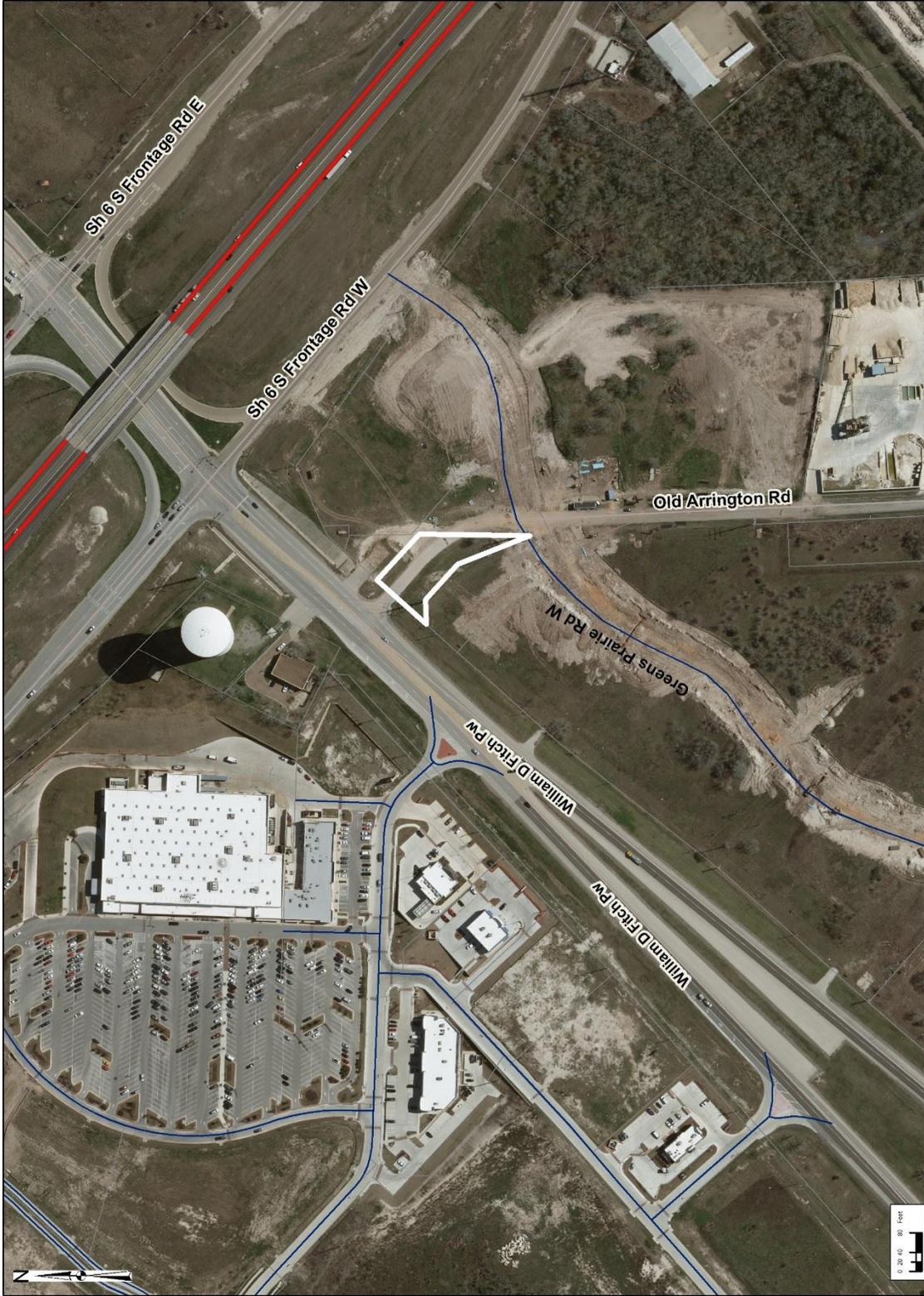
Property owner notices mailed: Seven
Contacts in support: None
Contacts in opposition: None
Inquiry contacts: One

ADJACENT LAND USES

Direction	Comprehensive	Zoning	Land Use
North (Across William D. Fitch Parkway)	Urban, Growth Area II	GC General Commercial, OV Corridor Overlay	Tower Point Subdivision
South	Urban, Growth Area II	GC General Commercial, OV Corridor Overlay	Vacant
East	Urban, Growth Area II	GC General Commercial, OV Corridor Overlay	Retail
West	Urban, Growth Area II	GC General Commercial, OV Corridor Overlay	Medical Clinic

DEVELOPMENT HISTORY

Annexation: December 1993
Zoning: AO Agricultural Open (upon annexation)
OV Corridor Overlay in June 2004
AO Agricultural Open renamed R Rural (September 2013)
Final Plat: Unplatted
Site development: The subject tract was developed as a portion of Old Arrington Road.



REZONING

Case: 14-187

CAPROCK CROSSING

DEVELOPMENT REVIEW



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM R RURAL TO GC GENERAL COMMERCIAL AND OV OVERLAY FOR A .48 ACRE TRACT BEING THE REMAINDER OF A CALLED 0.5187 ACRE TRACT AS DESCRIBED BY A DEED TO THE STATE OF TEXAS RECORDED IN VOLUME 863, PAGE 231 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, GENERALLY LOCATED AT 960 WILLIAM D FITCH PARKWAY; 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 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A" and as shown graphically in Exhibit "B" and Exhibit "C", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than 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 22nd day of September, 2014

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT "A"

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

The following property as described by metes and bounds is rezoned from R Rural to GC General Commercial and OV Overlay:

**METES AND BOUNDS DESCRIPTION
OF A
0.48 ACRE TRACT
AUGUSTUS BABILLE SURVEY, A-75
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE AUGUSTUS BABILLE SURVEY, ABSTRACT NO. 75, COLLEGE STATION, BRAZOS COUNTY, TEXAS, SAID TRACT BEING THE REMAINDER OF A CALLED 0.5187 ACRE TRACT AS DESCRIBED BY A DEED TO THE STATE OF TEXAS RECORDED IN VOLUME 863, PAGE 231 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT AN ALUMINUM TXDOT MARKER FOUND ON THE SOUTHEAST LINE OF W. D. FITCH PARKWAY (VARIABLE WIDTH R.O.W.) MARKING A NORTHWEST CORNER OF A CALLED 22.565 ACRE TRACT AS DESCRIBED BY A DEED TO BRAZOS TEXAS LAND DEVELOPMENT, LLC RECORDED IN VOLUME 8361, PAGE 279 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND THE WEST CORNER OF SAID REMAINDER OF 0.5187 ACRE TRACT;

THENCE: N 41° 53' 00" E ALONG THE SOUTHEAST LINE OF W. D. FITCH PARKWAY FOR A DISTANCE OF 135.96 FEET TO A BRASS TXDOT DISC FOUND MARKING THE WEST CORNER OF A CALLED 0.187 ACRE TRACT AS DESCRIBED BY A LEASE TO THE VOLUNTEER FIRE DEPARTMENT, PRECINCT 1, RECORDED IN VOLUME 478, PAGE 86 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 47° 18' 35" E ALONG THE COMMON LINE OF SAID REMAINDER OF 0.5187 ACRE TRACT AND SAID 0.187 ACRE TRACT FOR A DISTANCE OF 128.91 FEET TO A CONCRETE RIGHT-OF-WAY MARKER FOUND ON THE WEST LINE OF OLD ARRINGTON ROAD MARKING THE SOUTH CORNER OF SAID 0.187 ACRE TRACT;

THENCE: S 00° 53' 16" W ALONG THE WEST LINE OF OLD ARRINGTON ROAD FOR A DISTANCE OF 227.20 FEET TO A 5/8 INCH IRON ROD FOUND MARKING A NORTHEAST CORNER OF SAID 22.565 ACRE TRACT;

THENCE: ALONG THE COMMON LINE OF SAID REMAINDER OF 0.5187 ACRE TRACT AND SAID 22.565 ACRE TRACT FOR THE FOLLOWING CALLS:

N 21° 26' 41" W FOR A DISTANCE OF 159.10 FEET TO A CONCRETE RIGHT-OF-WAY MARKER FOUND;

N 47° 42' 37" W FOR A DISTANCE OF 99.56 FEET TO A CONCRETE RIGHT-OF-WAY MARKER FOUND;

S 88° 02' 19" W FOR A DISTANCE OF 50.22 FEET TO THE POINT OF BEGINNING CONTAINING 0.48 OF AN ACRE OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE PLAT PREPARED JULY 2012 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/11-560C.MAB



EXHIBIT "B"

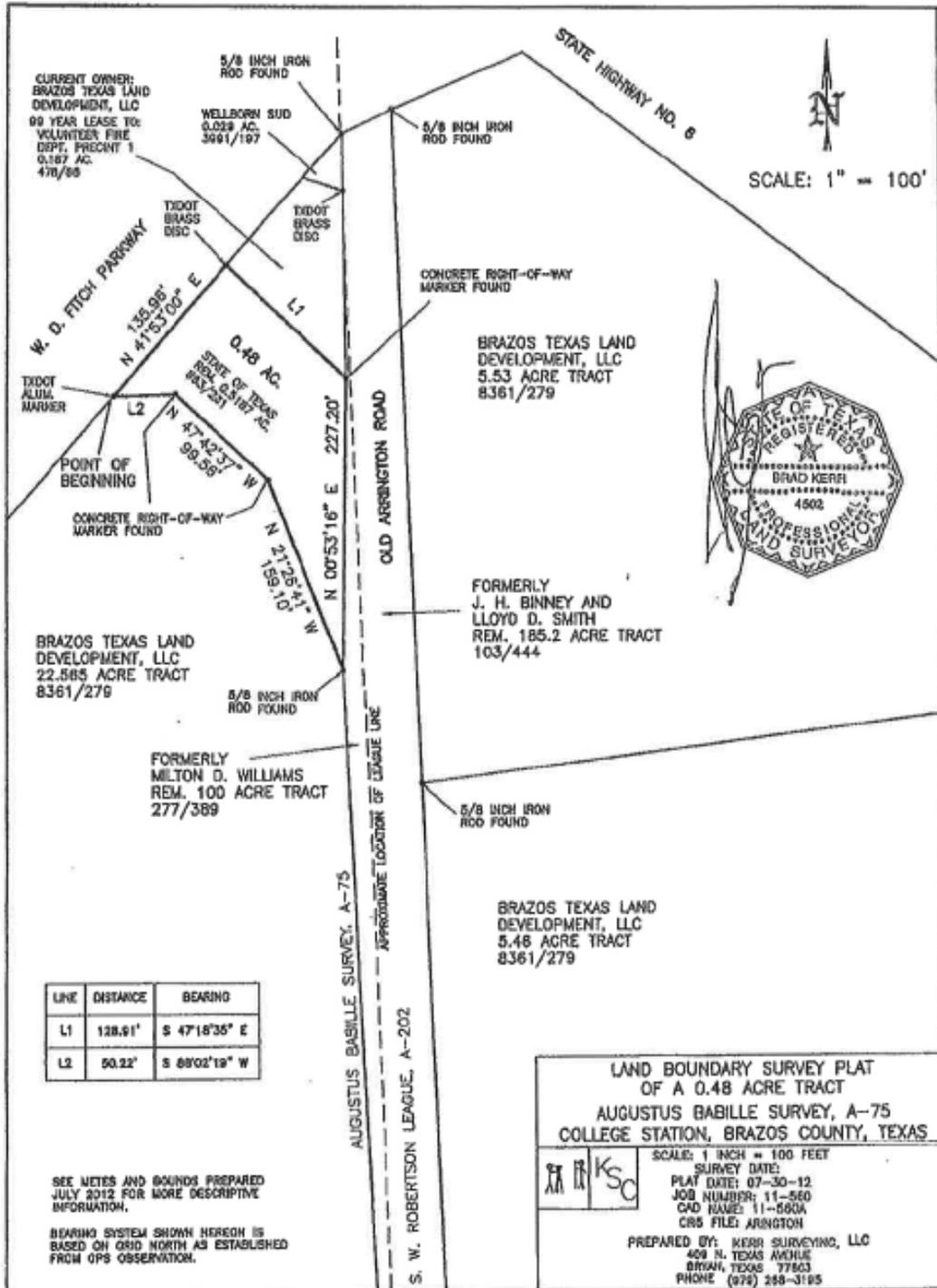
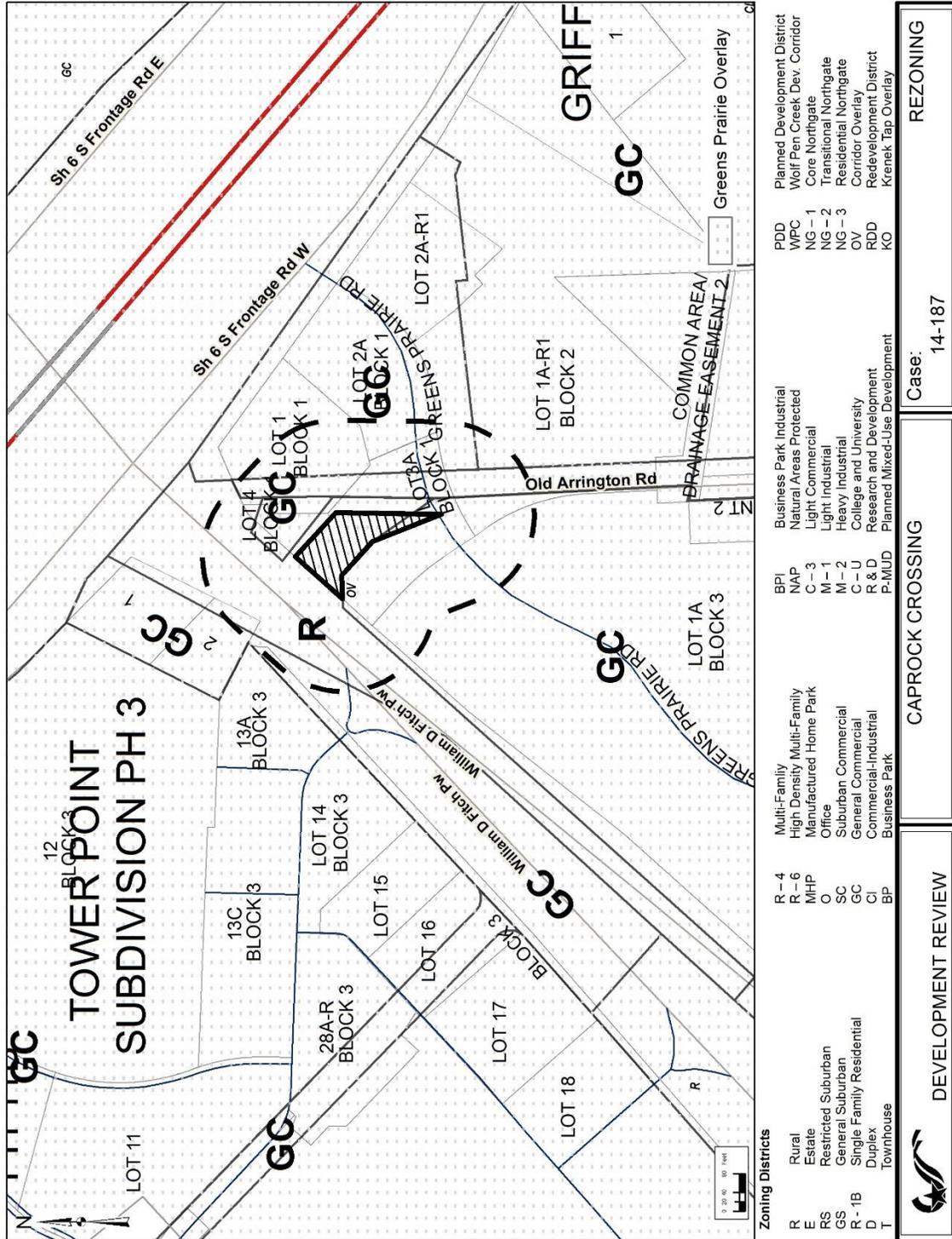


EXHIBIT "C"



Zoning Districts	R - 4	Multi-Family	BPI	Business Park Industrial	PDD	Planned Development District
R - 6	High Density Multi-Family	NAP	Natural Areas Protected	WPC	Wolf Pen Creek Dev. Corridor	
MHP	Manufactured Home Park	C - 3	Light Commercial	NG - 1	Core Northgate	
O	Office	M - 1	Light Industrial	NG - 2	Transitional Northgate	
SC	Suburban Commercial	M - 2	Heavy Industrial	NG - 3	Residential Northgate	
GC	General Commercial	C - U	College and University	OV	Corridor Overlay	
R - 1B	Single Family Residential	R & D	Research and Development	RDD	Redevelopment District	
D	Duplex	P-MUD	Planned Mixed-Use Development	KO	Krenek Tap Overlay	
T	Townhouse					

DEVELOPMENT REVIEW

CAPROCK CROSSING

REZONING

Case: 14-187





Legislation Details (With Text)

File #: 14-685 **Version:** 1 **Name:** FY14 Budget Amendment #5
Type: Presentation **Status:** Agenda Ready
File created: 9/8/2014 **In control:** City Council Regular
On agenda: 9/22/2014 **Final action:**
Title: Public Hearing, presentation, possible action, and discussion on Budget Amendment #5 amending Ordinance No. 3523 which will amend the budget for the 2013-2014 Fiscal Year in the amount of \$7,660,468; and presentation, possible action and discussion on a contingency transfer in the amount of \$35,500.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [BA #5 list.pdf](#)
[FY14 Budget Amendment #5 ordinance .pdf](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion on Budget Amendment #5 amending Ordinance No. 3523 which will amend the budget for the 2013-2014 Fiscal Year in the amount of \$7,660,468; and presentation, possible action and discussion on a contingency transfer in the amount of \$35,500.

Agenda Caption: Public Hearing, presentation, possible action, and discussion on Budget Amendment #5 amending Ordinance No. 3523 which will amend the budget for the 2013-2014 Fiscal Year in the amount of \$7,660,468; and presentation, possible action and discussion on a contingency transfer in the amount of \$35,500.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends the City Council approve Budget Amendment #5 and approve the contingency transfer.

Summary: The proposed budget amendment is to increase the FY14 budget appropriations by \$7,660,468. The charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover increased expenditures and after holding a public hearing on such budget amendment. Attached is a summary with a description of the item included on the proposed budget amendment. This amendment also includes a contingency transfer. Contingency transfers greater than \$15,000 require Council approval.

Budget & Financial Summary: The City has resources or can reasonably expect resources to cover the appropriations in this budget amendment. The attached summary has the complete description of the items included on the proposed budget amendment and includes a description of the contingency transfer. If approved, the net revised budget will be \$271,051,823.

Reviewed and Approved by Legal: Yes

Attachments:

1. FY14 Budget Amendment #5 Detail Listing
2. Ordinance

The proposed budget amendment is to increase the FY14 revised net budget for the items listed below by \$7,660,468. This amendment also includes a contingency transfer. Contingency transfers greater than \$15,000 require Council approval.

1. Electric Purchased Power and Wheeling Charges – \$7,500,000 (Budget Amendment)

This item will appropriate funds for purchased power and wheeling charges. Purchased power costs were higher than estimated/budgeted for FY14. In addition, wheeling charges have been higher than estimated/budgeted for FY14. This budget amendment item will increase the purchased power budget to reflect the additional costs projected for FY14. Funds for these expenditures will come from the Electric Utility fund balance.

2. Bridgewood Water Oversized Participation - \$52,727 (Budget Amendment)

This item is for the addition of budget in the amount of \$52,727 for Oversize Participation (OP) funds in the Water Capital Improvement Projects (CIP) Fund. Each fiscal year, funds are budgeted in the Water CIP Fund for OP projects. The Bridgewood Water OP request (also included on the 9/22 agenda) is in the amount of \$52,727. As the budgeted FY14 OP funds have been allocated to other OP projects, this item will appropriate the amount needed for the OP request. These funds are available in the Water CIP Fund balance.

3. PEG Fund – AV Upgrades Recon - \$22,994 (Budget Amendment)

This item is for the additional Public, Education and Government (PEG) eligible expenditures related to the upgrade of the audio/visual capabilities in the City Council Chambers. The original FY14 budget was \$49,263 and an analysis of the actual eligible costs allows for an additional \$22,994 in PEG expenditures. Funds are available in the PEG Fund balance.

4. Police Department Grants - \$39,747 (Budget Amendment)

In FY14, the City of College Station Police Department was awarded several grants. These grant funds were used to purchase bullet proof vests, firearms and a variety of other equipment. The funds for these purchases have been reimbursed by the grants or have been requested for reimbursement. This item will appropriate budget in the Police Department budget to offset the grant expenditures that have been incurred.

5. Sanitation Fund Overage - \$30,000 (Budget Amendment)

The Sanitation Fund is estimated to come in over budget due to increases in expenditures related to overtime salary and benefits. Overtime costs are higher than anticipated for FY14. Funds for these costs are available in the Sanitation fund balance.

6. Fleet Fund Overage - \$15,000 (Budget Amendment)

FY14 expenditures are estimated to be over budget by approximately \$15,000. Higher costs than anticipated for overtime salary and related benefits were seen in FY14. Funds for these costs are available in the Fleet fund balance.

7. Game Day Traffic Control - \$35,500 (Contingency Transfer)

In an effort to alleviate some of the game day traffic issues, a plan has been developed for additional traffic controls. For the first two Texas A&M home games (both to be held in FY14), the needed equipment that is not currently owned by the City will be rented. The equipment and traffic control plan will be deployed by City of College Station staff. This item is for approval

of a contingency transfer to cover the cost of the equipment rental for the first two home games. The estimated cost for the rental of the equipment is \$35,500. Contingency transfers greater than \$15,000 require Council approval. It is anticipated that an additional budget adjustment will be needed in FY15 to address traffic control for the home game days that fall in FY15.

ORDINANCE NO. _____

AN ORDINANCE (BUDGET AMENDMENT 5) AMENDING ORDINANCE NO. 2013-3523 WHICH WILL AMEND THE BUDGET FOR THE 2013-2014 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, on September 12, 2013, the City Council of the City of College Station, Texas, adopted Ordinance No. 2013-3523 approving its Budget for the 2013-2014 Fiscal Year; and

WHEREAS, on February 13, 2014, the City Council of the City of College Station, Texas, adopted Budget Amendment 1 amending the 2013-2014 Budget; and

WHEREAS, on March 27, 2014, the City Council of the City of College Station, Texas, adopted Budget Amendment 2 amending the 2013-2014 Budget; and

WHEREAS, on April 10, 2014, the City Council of the City of College Station, Texas, adopted Budget Amendment 3 amending the 2013-2014 Budget; and

WHEREAS, on July 24, 2014, the City Council of the City of College Station, Texas, adopted Budget Amendment 4 amending the 2013-2014 Budget; and

WHEREAS, the City Council of the City of College Station, Texas, finds it necessary to amend the 2013-2014 Budget, as amended by Budget Amendments 1, 2, 3 and 4; and

WHEREAS, this amendment was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the College Station City Charter, after notice of said hearing having been first duly given; now, therefore,

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

PART 1: That Ordinance No. 2013-3523 is hereby amended by amending the 2013-2014 Budget adopted thereto by a net amount of \$7,660,468 as further detailed in Exhibit A attached hereto and incorporated herein for all purposes.

PART 2: That this Budget Amendment 5 shall be attached to and made a part of the 2013-2014 Budget.

PART 3: That except as amended hereby, Ordinance No, 2013-3523 shall remain in effect in accordance with its terms.

PART 4: That this ordinance shall become effective immediately after passage and approval.

PASSED and APPROVED this _____ day of _____ 2014.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney



Legislation Details (With Text)

File #: 14-671 **Version:** 1 **Name:** First Street Temporary On-Street Parking Removal
Type: Ordinance **Status:** Agenda Ready
File created: 9/5/2014 **In control:** City Council Regular
On agenda: 9/22/2014 **Final action:**
Title: Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations for Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking at Any Time" of the Code of Ordinances of the City of College Station, Texas, to temporarily remove parking along the 300 Block of First Street.
Sponsors: Danielle Singh
Indexes:
Code sections:
Attachments: [Location Map](#)
[Ordinance](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations for Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking at Any Time" of the Code of Ordinances of the City of College Station, Texas, to temporarily remove parking along the 300 Block of First Street.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: This ordinance amends Chapter 10, "Traffic Code", by temporarily removing parking from the 300 Block of First Street from November 10, 2014 to July 1, 2015.

As part of the development of The Domain at Northgate, the applicant has requested a partial lane closure on First Street adjacent to the site for the duration of construction activities. This request was reviewed by the Fire Department, Planning and Development Services, and Public Works. It was concluded that if a partial lane closure is approved by staff, parking must be temporarily removed from the 300 Block of First Street to ensure emergency service vehicular access on this block.

Letters were mailed to all property owners adjacent to the parking removal. Additionally, on September 9th, Mitchell & Morgan, the engineer for the applicant, held a meeting with the property owners to discuss the plan. The Northgate District Association was also notified of the temporary parking removal.

Budget & Financial Summary: The “No Parking” signs will be installed by the contractor as part of their Traffic Control Plan.

Attachments:

1. Location Map
2. Ordinance



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", SECTION 4 "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS", E "PARKING REGULATIONS FOR CERTAIN DESCRIBED AREAS", (1) "TRAFFIC SCHEDULE XIV – NO PARKING HERE TO CORNER OR NO PARKING ANY TIME" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY TEMPORARILY REMOVING ON-STREET PARKING ALONG THE EAST SIDE OF FIRST STREET BETWEEN CHURCH AVENUE AND LOUISE STREET, 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 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations for Certain Described Areas", (1) "Traffic Schedule XIV – No Parking Here to Corner or No Parking at Any Time" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense and/or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00).

PART 4: This Ordinance becomes effective on November 10, 2014 and will expire and terminate on July 15, 2015.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 10, “Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations for Certain Described Areas”, (1) “Traffic Schedule XIV – No Parking Here to Corner or No Parking at Any Time”, is hereby amended to include the following:

No Parking on the east side of First Street between Church Avenue and Louise Street. This parking removal will begin on November 10, 2014 expire and terminate on July 1, 2015.



Legislation Details (With Text)

File #:	14-698	Version:	1	Name:	Comprehensive Plan Five-Year Evaluation & Appraisal Report
Type:	Report	Status:			Agenda Ready
File created:	9/15/2014	In control:			City Council Regular
On agenda:	9/22/2014	Final action:			
Title:	Public hearing, presentation, possible action, and discussion regarding a presentation of the Comprehensive Plan Five-Year Evaluation and Appraisal Report.				
Sponsors:	Jennifer Prochazka				
Indexes:					
Code sections:					
Attachments:	Comprehensive Plan Five-Year Evaluation & Appraisal Report				

Date	Ver.	Action By	Action	Result
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Public hearing, presentation, possible action, and discussion regarding a presentation of the Comprehensive Plan Five-Year Evaluation and Appraisal Report.

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Core Services and Infrastructure
- Neighborhood Integrity
- Diverse Growing Economy
- Improving Mobility
- Sustainable City

Recommendation(s):

The Planning & Zoning Commission will consider the Report at their September 18, 2014 meeting. Staff recommends that the City Council accept the Report as presented by the Comprehensive Plan Five-Year Review Sub-Committee.

Summary:

The City's Comprehensive Plan was adopted in 2009 and calls for evaluation and appraisal every five years. The purpose of the Comprehensive Plan Five-Year Evaluation and Appraisal Report is to serve as a "check-up" on the Comprehensive Plan by identifying its successes and shortcomings, considering changing conditions, and recommending appropriate modifications to the Plan. As part of the development of the Report, a joint subcommittee - comprised of three Planning & Zoning Commissioners and three City Council members- was formed to guide the process and evaluate the Comprehensive Plan. The resulting Report includes recommendations for modification to the Plan. Public outreach included an on-line survey, a public open house meeting, focus group meetings, and a public review of the draft Report.

Budget & Financial Summary: N/A

Attachments:

1. Comprehensive Plan Five-Year Evaluation & Appraisal Report

Comprehensive Plan Five-Year Evaluation & Appraisal Report

September 22, 2014

Places

Creating, Protecting, and Enhancing Places of Distinction

Comprehensive Plan
2009-2030



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EVALUATION & APPRAISAL



The College Station Comprehensive Plan: 2009-2030 is a statement of the community's vision for the future and provides strategic direction to guide change providing for growth while maintaining a high quality of life. The Plan is comprehensive in the true sense of the word. Every aspect of the City's planning strategy is tied closely to the Vision created through intensive community participation. This Vision guides the City's initiatives, organizational and departmental business plans, and the responsibilities of City personnel and appointed boards. The Comprehensive Plan is the guiding policy document for the decisions made on behalf of the community.



INTRODUCTION

College Station's Comprehensive Plan was adopted by the City Council in May of 2009. The Comprehensive Plan serves as a statement of the community's vision for the future and was the culmination of several years of work and a significant financial investment. As a long-range document with an anticipated life span of 20 years, the Comprehensive Plan provides strategic direction to guide the City's physical growth.

The Comprehensive Plan calls for an Evaluation and Appraisal Report to be prepared every five years by City staff with input from various City departments, the Planning and Zoning Commission, and other appropriate boards and commissions. The purpose of this Report is to serve as a "check-up" on the Comprehensive Plan by identifying successes and shortcomings of the Plan, considering changing conditions, and recommending appropriate modifications. The Report and its associated appendices provides a review of the basic conditions and assumptions related to College Station's growth. It also evaluates implementation progress related to goals, strategies, and action recommendations.

A subcommittee of City Council Members and Planning & Zoning Commissioners met over several months, reviewed the Comprehensive Plan and made recommendations for modification. Mayor Nancy Berry, Councilwoman Blanche Brick, Councilwoman Julie Schultz, P&Z Chairman Bo Miles, P&Z Commissioner Jane Kee, and P&Z Commissioner Jodi Warner served as members of the sub-committee. Public outreach included an on-line survey, a public open house meeting, and a public review of this Report.



Vision Statement

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!

GOALS OF THE COMPREHENSIVE PLAN

Future Land Use and Character

To be a community with strong, unique neighborhoods, protected rural areas, special districts, distinct corridors, and a protected and enhanced natural environment.

Neighborhood Integrity

To protect the long-term viability and appeal of established neighborhoods.

Economic Development

A diversified economy generating quality, stable, full-time jobs; bolstering the sales and property tax base; and contributing to a high quality of life.

Parks

Diversity of parks, greenways and the arts for leisure and recreation as well as for entertainment, education and culture to achieve a high quality of life for all residents and visitors.

Mobility

Improved mobility through a safe, efficient, and well-connected multi-modal transportation system designed to be sensitive to the surrounding land uses.

Municipal Facilities & Community Services

Municipal facilities that meet community needs, contribute to community character, are sensitive to the surrounding land uses, and provide exceptional municipal services.

Growth Management

Ensure fiscally responsible and carefully managed development aligned with growth expectations and in concert with the ability to deliver infrastructure and services in a safe, timely, and effective manner.

CHANGING CONDITIONS

As a first step in the creation of the Evaluation and Appraisal Report, the City's Existing Conditions Report (Appendix A) was updated to provide a snapshot of the current conditions that exist in College Station. The Existing Conditions Report, originally created in 2008 and revised in 2010, provides a foundation on which to base future expectations, and includes a description of the following topics: context, demographics, economic development, land use, public facilities, and transportation.

The Comprehensive Plan was built on a set of basic conditions and assumptions including City demographics and projected growth rates as indicators of future population and associated land use needs. As a living document, the Comprehensive Plan should respond, as appropriate, to changing conditions.

In 2012, the Census Bureau reported College Station's 2010 population (as of April 1, 2010) as 93,857 residents, including University students living within the City limits, which includes Texas A&M's campus.





Population projections included in the 2009 Comprehensive Plan estimated a 2010 population (end-of-year) of 92,559 residents.

Again in 2013, the population projections included in the Comprehensive Plan estimated 98,891 residents. City staff's estimated the 2013 end-of-year population as 99,918 residents, or 1,027 more residents (about 1%). While the increasing numbers may seem insignificant over a one-year time period, the number will increase exponentially over the 20-year life of the Comprehensive Plan.

The rate at which growth and development is occurring is slightly faster relative to the projections put forward in the Plan. Changing assumptions that may continue to lead to increased population growth include:

- Texas A&M University's 50,000 student enrollment cap no longer exists; in fact, 53,786 students were enrolled in the Fall of 2013.
- Fall of 2013 saw an increase of 4% in new enrollment – this number has historically been closer to 1%. While the increased enrollment for 2013 may have been an anomaly, the University has seen several changes that may continue to contribute to higher enrollment growth rates, including its move into the Southeastern Conference (SEC) and the College of Engineering's 25 by 25 Plan, which strives to increase the College's enrollment to 25,000 students by the year 2025 – more than doubling its current enrollment.
- Blinn College is currently looking to locate a second campus in the Brazos Valley, with College Station as a possible location. Depending on Blinn's ultimate location, College Station could experience slightly faster population growth as it absorbs additional college-aged students into the City.
- College Station Independent School District (CSISD) saw 5.5% growth in student enrollment in the Fall of 2013.

Other changes have occurred over the past five years potentially altering the character of areas of College Station, including the following:

- A significant decrease in the percentage of the total platted lots being developed in the City's extra-territorial jurisdiction (ETJ). During 2000-2010, 18% of all platted lots were developed in the ETJ. During 2010-2013, only 7.5% of all lots were developed in the ETJ.
- Wellborn area annexation (approximately 649 acres), extending the area of the City from approximately 49 square miles to approximately 51 square miles.

- Increase in density of developments in the Northgate area.

PLAN SUCCESSES & AMENDMENTS IN THE PAST FIVE YEARS

Neighborhood, District, & Corridor Planning

The Neighborhood, District, & Corridor Planning program, called for in the Comprehensive Plan, produced several plans intended to serve as action plans for specific areas that focus on the particular needs identified by those that live and own property in those areas. Six plans have been developed since the adoption of the Comprehensive Plan in 2009. The plans and respective year of adoption are provided below:

- Central College Station Neighborhood Plan (2010)
- Eastgate Neighborhood Plan (2011)
- Southside Area Neighborhood Plan (2012)
- Medical District Master Plan (2012)
- Wellborn Community Plan (2013)
- South Knoll Area Neighborhood Plan (2013)

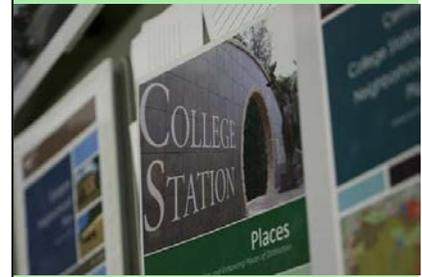
Neighborhood Plan implementation completed includes bike lanes, intersection improvements, sidewalks, bus shelters, street extensions, warrant studies, revised regulations, parking removal, single-family parking standards, street overlays, speed awareness programs, park improvements, Code Enforcement education, HOA educational seminars, community gardens, special studies, and the creation of new zoning districts.

Master Plans

The City has developed and adopted a number of specific master plans as amendments to the City's Comprehensive Plan. The master plans and respective years of adoption are provided below:

- Bicycle, Pedestrian and Greenways Master Plan (2010)
- Water Master Plan (2010)
- Wastewater Master Plan (2011)
- Recreation, Parks & Open Space Master Plan (2011)
- Economic Development Master Plan (2013)

Master Plan implementation includes items such as greenway acquisition, bike lanes, sidewalks, trails, adopt-a-greenway program,





water, wastewater and electric utility rehabilitations, park structure renovations and replacements, Lick Creek Nature Center concept, Lincoln Center concept, trail renovations, street rehabilitations and extensions.

Special Projects

Various projects, including special studies, reports, and ordinances have also been developed to implement the City's Comprehensive Plan. Special projects both underway and completed are listed below:

Community Development Master Plan (underway)

Staff is leading a master planning process to assess how the City can more effectively assist its residents most in need. The Plan will include an evaluation of current programs, identification of service gaps, and an implementation plan aimed at enhancing the City's tools for community development.

Storm Water Master Plan (underway)

The City's Storm Water Master Plan five year renewal is currently under review by the Texas Commission on Environmental Quality (TCEQ). The initial plan was adopted in 2009.

ADA Transition Plan (underway)

Under Title II of the Americans with Disabilities Act (ADA), the City is required to complete a Self-Evaluation and Transition Plan of its programs, services, and facilities to identify barriers and improve accessibility. A consultant has been retained to assist in this effort.

Rental Registration Amendments (2014)

After a series of stakeholder meetings, the Code of Ordinances was amended to include an administrative penalty provision and provide the City with additional lease information. Recommendations also included a communication/education plan aimed at increasing awareness about neighborhood integrity issues.

Annual Reviews (2010, 2011, 2012, 2013)

Each year City staff prepares a Comprehensive Plan Annual Report for the City Council to highlight implementation progress over the previous 12-month period. Annual Reviews have been created each year since adoption of the Plan.

Single-Family Parking Standards (2013)

In September 2013, a Joint Neighborhood Parking Task Force created an ordinance to address community concerns of neighborhood parking issues and emergency access.

Existing Conditions Report updates (2008, 2010, 2013)

The purpose of the Existing Conditions Report is to provide a snapshot of the current conditions that exist in the City. The report was originally created in 2008 and revised in 2010 and 2013 to monitor trends during the implementation of the Comprehensive Plan. The report includes descriptions of contexts, demographics, economic development, land use, public facilities, and transportation and is included as Appendix A to this Report.

New Zoning Districts (2012, 2013)

Staff worked with a sub-committee of the Planning and Zoning Commission to develop the concepts and language for new zoning districts based on direction in the Comprehensive Plan. New districts were created and existing districts were either renamed or retired.

- Non-Residential Zoning Districts (2012)
- One- & Two-Family Residential Districts (2013)
- Multi-Family & Urban Districts (underway)

Demographic Profile Report (2012)

The Demographic Profile Report summarizes the 2010 Census data for ease of access by residents, property owners, business owners, and policy makers.

BioCorridor Area PDD (2012)

In an effort to have unified land uses, development standards, and project review processes for the Joint BioCorridor Development Project with the City of Bryan, City staff and a sub-committee of both communities' Planning and Zoning Commissions prepared the Planned Development District (PDD) ordinance to implement the Master Plan prepared for the Research Valley Partnership (RVP) in 2010.

TMDL & Implementation Plan (2012)

The intent of the Total Maximum Daily Load and "I-Plan" is to determine the pollution reductions necessary to restore and maintain water quality in Carters Creek and Burton Creek. Both of these creeks were listed as impaired water bodies in the Texas Water Quality Inventory.

B/CS Design Guidelines (2012)

The B/CS Unified Design Guidelines were updated to reflect the right-of-way widths described in the Comprehensive Plan that would be needed to provide different elements of context sensitive roadway design.

Wellborn Area Annexation (2011)

Approximately 649 acres on the southwest side of the City was incorporated into the City limits through annexation of the Wellborn





area. Additionally, three non-annexation development agreements representing 35.9 acres were approved by the City.

Subdivision Regulations (2011)

The subdivision regulations were modernized to reflect current development practices and to implement the Comprehensive Plan. Generally, revisions either clarified or amended standards to meet the expected public infrastructure demand. The resulting subdivision regulations were included as an article of the Unified Development Ordinance.

Rezoning Review Criteria established (2009)

Staff created specific review criteria to be used to evaluate all rezoning requests based on direction from the Comprehensive Plan.

INTERIM COMPREHENSIVE PLAN AMENDMENTS

In the past five years the Comprehensive Plan has been amended through the creation and adoption of various master plans, neighborhood plans, and district plans. In addition, needed or desired amendments were also identified by City staff and/or property owner. The following interim Comprehensive Plan map and text amendments were approved:

Text Amendments

- Chapter 2 "Community Character," "Growth Areas" Growth Area IV and Growth Area V (October 2011)

Future Land Use and Character Map Amendments

- 301 Southwest Parkway (July 2010)
- Richards Subdivision (October 2011)
- 1600 University Drive East (November 2013)
- 2560 Earl Rudder Freeway S. (December 2013)
- 13913 FM 2154 (January 2014)
- 2021 Harvey Mitchell Parkway (January 2014)
- 1201 Norton Lane (February 2014)
- 3715 Rock Prairie Road West (August 2014)

Concept Map Amendments

- Growth Area IV (October 2011)
- Growth Area V (October 2011)

Thoroughfare Map Amendments

- Raintree Drive (October 2011)
- Birkdale Drive (October 2011)
- Corsair Circle (October 2011)
- Deacon Drive (October 2011)

- Dartmouth Drive (October 2011)
- Farm to Market 60 (October 2011)
- Southwest Parkway (October 2011)

AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE

The Unified Development Ordinance has been modified to make the City's development regulations more clear and effective and to further the goals of the City's Comprehensive Plan.

Fuel Price Signs and Electronic Reader Board Signs (2014)

Increased allowed size of fuel price signs and increased frequency that an electronic message board sign may change its message.

Signs for Places of Worship Ordinance (2014)

Freestanding Signs permitted adjacent to Freeways/Expressways
Commercial Banners and Attached Signs permitted in all zoning districts.

Process Improvements (2013)

In response to the 2013 review of Planning & Development Services, ordinances were amended to ease requirements for title reports and tax certificates, and allow broader use of administrative adjustments.

Block Length Ordinance Amendment (2013)

Maximum block lengths and cul-de-sac lengths increased for General Suburban and Restricted Suburban Areas.

New One- & Two-Family Zoning Districts (2013)

One new residential district created: RS Restricted Suburban.
All other one- & two-family residential districts renamed.

Single-Family Parking Ordinance (2013)

Requirements for number of parking spaces and maximum yard coverage amended. Parking tool box created for new single-family developments.

Micro-Industrial Use Ordinance Amendment (2013)

Micro-Industrial uses permitted in NG-1 and NG-2.

Airport Height Reference Ordinance Amendment (2013)

Cross references Easterwood Field Airport Zoning Ordinance.

Southside's "Area V" Ordinance Amendments (2013)

Revised replatting & parking standards for Area V as identified in the Southside Area Neighborhood Plan.

New Non-Residential Zoning Districts (2012)

Four new non-residential districts created:





- “NAP Natural Areas Preserved,”
- “SC Suburban Commercial,”
- “BP Business Park,” and
- “BPI Business Park Industrial.”

BioCorridor Ordinance Amendments (2012)

Unified Bryan/College Station land development standards and review process created for the BioCorridor.

Parkland Dedication Ordinance Amendment (2012)

Park land dedication fees reduced for single-family and multi-family units due to 2010 Census changing the average number of persons per household and a focus on community parks.

Sidewalk Ordinance Amendment (2012)

Sidewalks are no longer required on the bulb of the cul-de-sac nor along Freeway/Expressways.

Stormwater Regulation Ordinance Amendment (2012)

Added provisions related to stormwater management for construction and industrial activity.

NG-3 Residential Northgate Ordinance Amendment (2012)

Places of Worship in NG-3 do not have to provide a residential component and do not have to meet minimum area requirements.

Mobile Food Vendor Ordinance Amendment (2012)

Reduced buffer to existing restaurants to 100 feet and increased the number of hours per visit to five.

Northgate Outdoor Dining (2012)

Allows businesses to extend operations into the public sidewalk on College Main, University Drive, and Patricia Street Promenade.

Sign Ordinance Amendment (2011)

Allows signs attached to site lighting pole with a limited area.

Block length (2011—included in Subdivision Regulations update)

A “Public Way” is permitted to break block length in multi-family and commercial developments.

Micro-industrial Uses (2011)

Small-scale industrial uses, such as a micro-winery or micro-brewery permitted in commercial districts.

Mobile Food Vendors (2011)

Mobile food vendors permitted.

Corridor Overlay (OV) Signs (2011)

Removed the restriction on the number of fonts and colors for signs in the overlay.

Non-Residential Accessory Structures (2011)

Removed the requirement for architectural design elements for freestanding structures accessory to a primary use.

Sign Visibility Standards (2011)

Revise the size of fonts that are considered “visible” to correlate with the sign industry.

Color Palette (2011)

Allows a greater spectrum of colors for non-residential buildings.

Campus Wayfinding Signs (2011)

The sign regulations were amended to add campus wayfinding signs for larger developments.

Subdivision Regulations (2011)

Second phase of revisions to the subdivision regulations. Resulted in a major overhaul that aligned the regulations with the goals of the Comprehensive Plan.

Landscaping (2011)

Updated the College Station Plant List to include more species appropriate to the area.

Non-Conforming Lots in Newly Annexed Areas (2011)

Allows expansions of non-conforming businesses with administrative approval for the area annexed by the City in April 2011.

Permanent Storage Container Area Screening and Permitting (2010)

Screening requirements for permanent container areas and to allow a portable container to be located on residential property for 14 days without a permit.

Recreational Vehicle (RV) Parks (2010)

Allows RV parks in Rural and General Commercial zoning districts with a conditional use permit.

Sidewalk Fund (2010)

Allows a developer, with the P&Z’s approval, to pay into a sidewalk fund in lieu of building a sidewalk during the platting process.





Institutional Building Height (2010)

Permits public, civic, and institutional uses to have a maximum height of 50 feet in residential districts provided they meet the 1:2 height to setback requirement.

School Facilities (2010)

Public and private school buffering requirements and outdoor lighting standards. Exemptions provided for school facilities from the non-residential architecture standards and most sign regulations.

Taxi Services as Home Occupations (2010)

Amendment clarified that taxicab services are restricted to two taxicab vehicles parked on- or off-street like other home occupations.

Bicycle, Pedestrian, and Greenways Advisory Board (2010)

Establishment of the Bicycle, Pedestrian, and Greenways Advisory Board to implement the Bicycle, Pedestrian, and Greenways Master Plan adopted in January 2010.

Non-Residential Architectural Standards for City Industrial Facilities (2010)

Municipal facilities of an industrial nature such as wastewater treatment plants or electrical substations are exempt from the Non-Residential Architectural (NRA) Standards.

Hotel as an Acceptable Use with a Country Club (2010)

Small hotel associated with a country club is permitted as conditional use within Rural zoning.

Planned Development District Restrictions Removed (2009)

Planned Development Districts (PDDs) can be used to guarantee specific building characteristics and apply additional development standards through the rezoning process.

Wolf Pen Creek Signage (2009)

Projection signs on light poles on private property and affixed to buildings in the Wolf Pen Creek District are permitted.

Commercial Amusements in Light Commercial Zoning Districts (2009)

Commercial Amusement allowed in a Light Commercial (C-3) zoning district with the approval of a Conditional Use Permit.

Outdoor Storage (2009)

Allows retailers flexibility in outdoor display areas.

Parking Lot Screening (2009)

Berms are required as parking lot screening for sites with more than 20,000 square feet of gross building area.

Landscaping and Tree Protection (2009)

New single-family and townhouse lots are required to plant two trees of two-inch caliper or larger in the front yard.

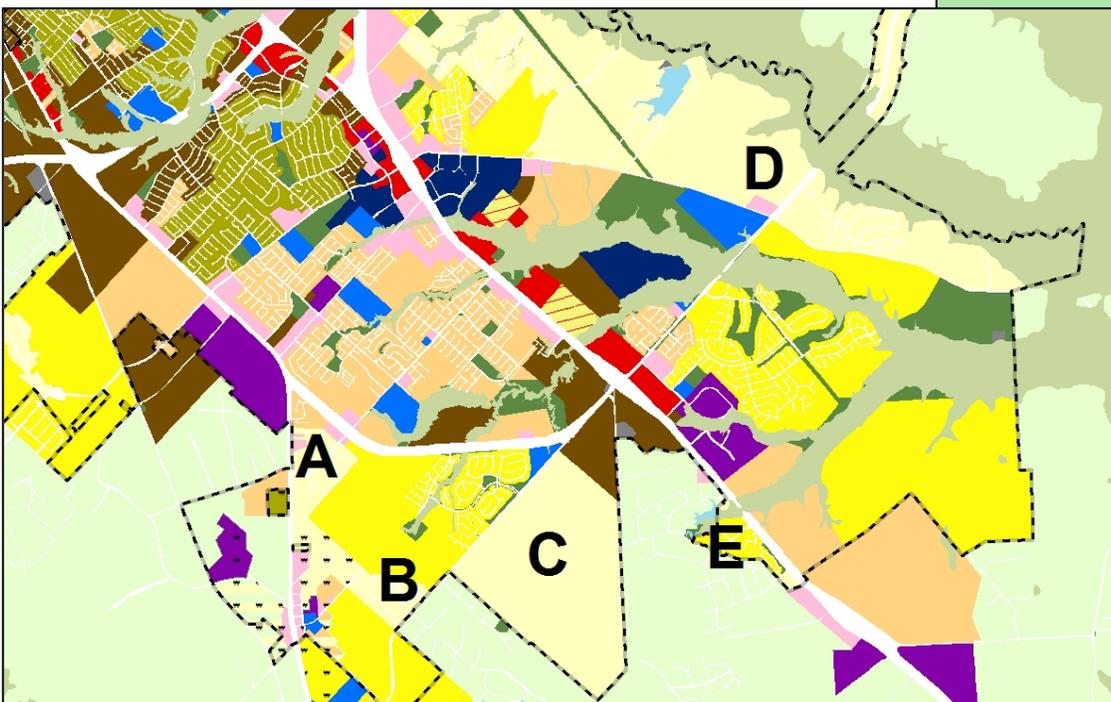
SUBCOMMITTEE RECOMMENDATIONS

The Comprehensive Plan Five-Year Evaluation & Appraisal Subcommittee met over several months to review the City's Comprehensive plan and make recommendations for modification. Discussions and decisions were guided by community input received through interviews, City board and commission discussions, a public open house meeting, an on-line survey, and several focus group meetings.

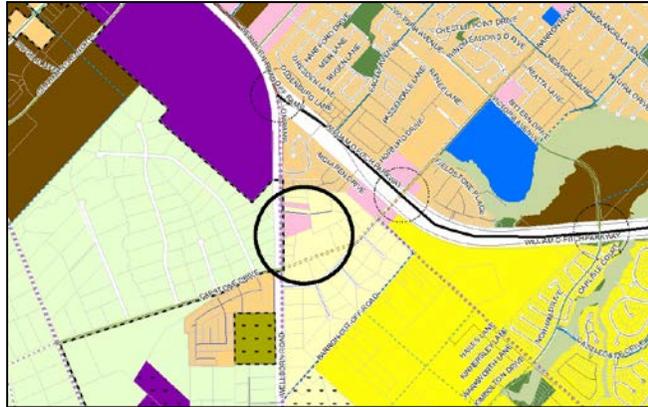
Chapter 2 – Community Character

Land Use and Character Recommendations

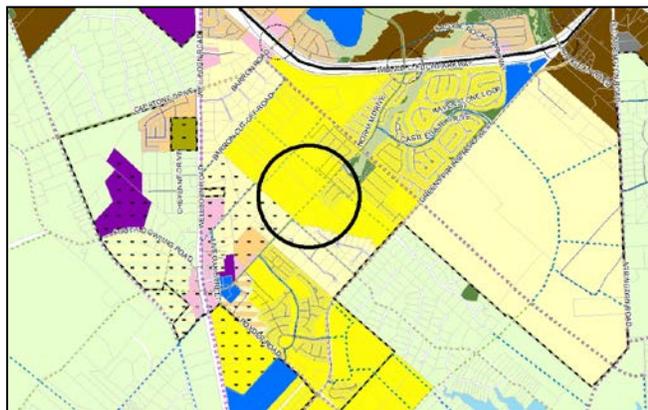
- Initiate work on the Harvey Mitchell District Plan to address needed street infrastructure, appropriateness of Future Land Use and Character, and floodplain. Staff will pursue funding through a Service Level Adjustment (SLA) in the future.
- Evaluate appropriateness of existing Future Land use and Character designations and recommend any necessary amendments in the following areas (as shown on the following maps):
 - (A) FM 2154 (Wellborn Road) at Baron Road;
 - (B) Greens Prairie Road at Greens Prairie Trail;
 - (C) Margraves Farm, south of Castlegate;
 - (D) Northeast corner of William D. Fitch Parkway and Rock Prairie Road; and
 - (E) Front portion of Nantucket, adjacent to State Highway 6.



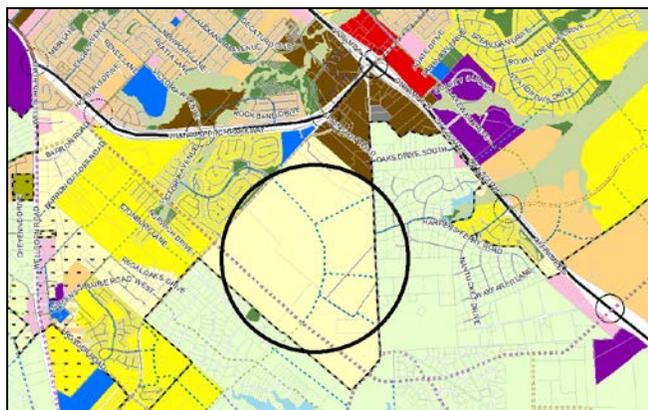
(A) FM 2154 (Wellborn Road) at Baron Road



(B) Greens Prairie Road at Greens Prairie Trail



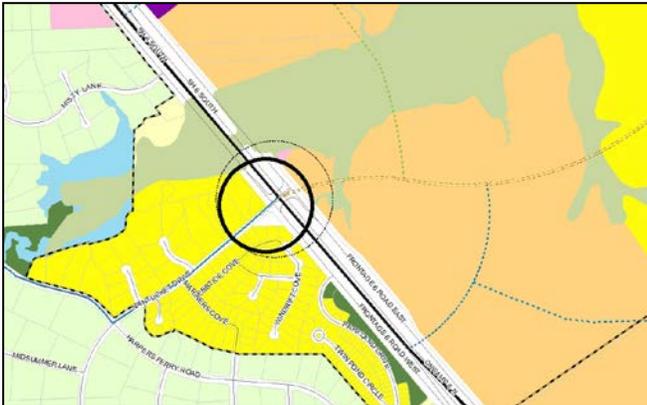
(C) Margraves Farm, south of Castlegate



(D) Northeast corner of William D. Fitch Parkway and Rock Prairie Road



(E) Front portion of Nantucket, adjacent to State Highway 6



- Evaluate the location and amount of Estate designated land on the City's Future Land Use and Character Map with the intent of identifying areas that may support higher density single-family housing.
- Update Future Land Use & Character Map based on FEMA/FIRM changes (MapMod) since the adoption of the Comprehensive Plan.
- Evaluate the appropriateness of the Natural Areas land use designation and the areas reserved for flood conveyance, trails, etc.
- Rename the "Urban" designation to reflect intended character – perhaps splitting areas intended for multi-family into one designation and areas intended for flexible uses into another designation.
- Maintain an up-to-date log of current percentages of available land and utilized land.



- Evaluate whether all of the City's housing needs are being met (e.g.: affordable housing, senior housing, available land for multi-family units, available land for single-family units)

Other Chapter 2 Recommendations:

- Review assumptions used to project future population numbers (e.g.: TAMU enrollment cap) and, if needed, increase the number of projected residents.
- Amend the 'Planning Considerations' section of the Community Character chapter to emphasize the need for infrastructure to support development.
- Explore opportunities to encourage or incentivize redevelopment and/or infill development where desired in the City.
- Explore opportunities to encourage curvilinear street design in new developments.
- Amend the Comprehensive Plan to remove references to "LEED," perhaps softening the language to "sustainable" or "green." The City should not provide incentives for private sector LEED practices.
- Explore opportunities to encourage the use of the floodplain as an amenity in private development.
- Amend the Plan to include a discussion of a potential future Blinn College campus somewhere in College Station.
- Identify impediments to development.

Chapter 3 – Neighborhood Integrity

- Explore opportunities to encourage or incentivize redevelopment and/or infill development where desired in the City.
- Update the Non-Residential Architecture standards contained in the Unified Development Ordinance to include additional options and provide greater flexibility.
- Continue to focus on attracting quality development.
- Note the Rental Registration item as "complete."
- Continue to explore ways to address parking issues in neighborhoods.
- Continue to explore opportunities to provide a greater focus on Neighborhood Integrity.

Chapter 4 – Economic Development

- REPLACE CHAPTER 4 with the newly adopted Economic Development Master Plan. Chapter 4 will be removed in its entirety.

Other Chapter 4 Recommendations:

- The City needs to intervene to promote reinvestment and/or Amend the Plan to include a discussion about emerging bio-focused industries.
- Amend the Plan to remove references of a “convention center” and instead refer to it as a “conference center” or “conference space,” including rentable public space.
- Amend the Plan to remove discussion of a “College Station Business Association.” The Research Valley Partnership (RVP) fills this role. The City has moved past the need for this as the attitude toward business has become more positive.
- Amend the Plan to remove the action item calling for a “signature event” in College Station.
- Partner with Texas A&M University, Blinn College, Brazos County, the City of Bryan, and College Station Independent School District for events and/or projects. The City should work to strengthen these partnerships and promote the relationships.

Chapter 5 – Parks, Greenways, and the Arts

- Amend the Plan to include information and links to the adopted Bicycle, Pedestrian and Greenways Master Plan and the Parks & Recreation Master Plan. Both Plans should be updated as stated in the plans.

Bicycle, Pedestrian & Greenways Master Plan:

- Amend the Plan to include discussion of the Texas A&M University Bike Plan and the City’s coordination.
- Evaluate the City’s current practices related to greenway purchases including the possibility of paying higher rates to preserve greenways.
- Explore alternative ways to obtain greenways for preservation, such as conservation easements.
- Explore opportunities to reduce or relax standards related to development within the City’s “Natural Corridors,” including development of the floodplain as the City’s developable land decreases.
- Explore the possibility of alternative “context sensitive” trail surfacing based on trail type and/or location.

Parks & Recreation Master Plan:

- Explore opportunities to be more creative with parks (e.g.: trails should count as parkland dedication).
- Explore additional developer incentives to develop parks.

Other Chapter 5 Recommendations:

- Amend the Plan to remove references to a “convention center” at the Chimney Hill shopping center.





- Amend the Plan to specify both school districts, City of Bryan, and Blinn College as potential partners in arts facility discussions.
- Amend the Plan to remove the action item related to promoting Northgate as a “live music district.” Northgate is self-promoting and sustained.

Chapter 6 – Transportation

- Update the Thoroughfare Plan based on new traffic counts and capacity data.
- Evaluate the Thoroughfare Plan in the ETJ – particularly as it relates to Bryan’s Thoroughfare Plan.
- Evaluate existing street section requirements and update street widths if necessary.
- Explore the possibility of alternative “context sensitive” trail surfacing based on trail type and/or location.
- Explore opportunities to provide transportation infrastructure ahead of (and to encourage) desired growth.
- Explore opportunities to proactively maintain streets to reduce large capital replacement costs in the future.
- Amend the Plan to change “participate” to “monitor” when talking about possibilities of commuter rail.
- Increase public awareness of existing mass transportation systems, including routes, bus stop locations, and general procedures in coordination with the District and Texas A&M University.

Chapter 7 – Municipal Services and Community Facilities

- Update the City’s utility master plans to reflect recent development densities and any changes to the Future Land Use and Character Plan that occur as a result of this study.
- Explore opportunities to proactively maintain streets to reduce large capital replacement costs in the future.
- Amend the Plan to include a statement related to the need to maintain the attractiveness of roadways/streets/transportation network with rehabilitation.
- Amend the Plan to state that the City’s priorities are water service, wastewater service, and streets.
- Amend the Plan to include a discussion related to City-wide wifi – include additional participants not already expressly stated, such as the Research Valley Partnership (RVP), the Council of Governments (COG), Brazos County, and Blinn College.
- Amend the Plan to remove references to “southern College Station” as a specific location for a satellite police station. The location should be more generic.

Chapter 8 – Growth Management and Capacity

Annexation

- Explore ways for the City to be more aggressive in annexation to stay in front of growth.
- Amend the Plan to update timing, priorities, and phasing of future annexations. Recommendations related to the timing of annexation should be more generic.
- Create a 3-Year ANNEXATION PLAN under the direction of a task force made up of staff and elected/appointed officials.

Other Chapter 8 Recommendations

- Development at the City's fringe is still a concern because of incompatible character and infrastructure constraints, including street infrastructure.
- Evaluate the benefits of growth vs. traffic congestion and loss of open space.
- Explore opportunities to reduce the cost advantages of ETJ development to encourage development within the City limits.
- Explore opportunities to meet the market need and/or allure of "country" living. The City needs to provide all housing opportunities so that developers and/or residents do not choose to develop / live in the ETJ.
- Amend the Plan to include a discussion of Municipal Management Districts (MMDs) and Municipal Utility Districts (MUDs) as growth management tools.
- Amend the Plan to include Blinn College in any discussion of interlocal cooperation.
- Amend the Unified Development Ordinance to remove the minimum age for Redevelopment zonings with the intent of revitalizing centers with high vacancy.
- The recommendation for City-wide Impact Fees should remain in the Comprehensive Plan to ensure it is an opportunity available in the future. Amend the Plan to change word "establish" to reflect that it is an available tool or opportunity.
- The recommendation to require Traffic Impact Analysis for residential developments should remain in the Comprehensive Plan. Thresholds for application will need to be carefully considered.



Appendix A – 2013 Existing Conditions Report Evaluation & Appraisal Report

2013 City of College Station Existing Conditions Report – Highlights

SECTION 1: CONTEXT

51 square miles

ETJ currently extends 3.5 miles

College Station – Bryan MSA 15th largest in Texas with 232,000 people

SECTION 2: DEMOGRAPHICS

Population

Current estimated population of 99,840 (October 2013)

Average annual growth rate of over 2.47% since over the past decade (includes 2013 ytd)

2030 population estimate is approximately 134,000, based on recent trends

Texas A&M University

Average 1% annual increase in enrollment

Fall 2013 saw a 4% increase

Fall 2013 student population is 53,786 at the College Station campus – record enrollment

Age Groups

Median age is 22.3, due mainly to the large number of college students

People aged 65 and older grew from 3.6% to 4.7% between 2000 and 2010.

Household Size and Composition

Average household size is 2.38 persons per household

Average family size is 2.97

Estimated 35,037 households

20.4% family households with children under 18 living with them

31.2% married couples living together

57.5% were non-family households

21.6% households with individuals under 18

8.7% households are residents 65 years of age or older living alone

Housing

Average of 488 new single-family units (attached and detached) added per year since 2009

Over 11,000 new housing units, including both single and multi-family, between 2000 & 2010

Average home price rose to over \$185,657 in 2013– up from \$118,400 in 2000

Median home price is \$158,214 in 2013

Average monthly inventory since 2000 is 4.9 months

Monthly inventory was 7.5 months in 2013

Total number of sales annually increased from 1,356 in 2000 to 2,361 annual sales in 2012

Average rent per square foot for multi-family units is \$0.88

Average rent per square foot for the Texas metro average is \$0.92

Age of Housing Stock

71% of housing units were built after 1980

Occupancy

Occupancy rate of 94.1% for all housing types

66.8% housing units in College Station are renter occupied

33.2% of units are owner-occupied

11% of the City's population resides in group quarters (including dorms)

6,928 single-family and duplex units registered as rental properties as of September 2013

Income

Per capita income in 2011 was \$18,232, down from the 2008 estimate of \$20,425

31.7% of household have an income greater than \$50,000

CSISD classifies 36.4% of students as "Economically Disadvantaged"

SECTION 3: ECONOMIC DEVELOPMENT

Major employers

- Texas A&M University,
- College Station Independent School District
- Bryan Independent School District
- Reynolds & Reynolds
- City of College Station
- Sanderson Farms
- St. Joseph Regional Hospital

Unemployment

Unemployment rate is 6.1% -lower than the Texas and national rates (6.7% and 10.3%, respectively) (July 2013)

Sales Tax

2.8% average increase in gross sales between 2002 and 2012

4.5% increase between 2011 and 2012

FY2013 sales tax revenues increased 7.3% over FY2012

Approximately 4.87 million square feet of retail space, 49.04 sq. ft. per capita – higher than the national average of 46.6

SECTION 4: LAND USE

49% of land area designated for residential uses in varying densities

33% of land currently developed as residential uses

9% of land area designated for commercial uses

6% of land currently developed as commercial uses
Over 9,000 lots platted between 2000 and 2010 (18% in the ETJ)
Over 1,700 lots platted between 2010 and 2013 (7.5% in the ETJ)

SECTION 5: PUBLIC FACILITIES

Infrastructure

CSU serves more than 36,300 customers electric service
Per capita water usage averages 151 gallons per day, per person

Police

133,538 police incidents in 2012
Major crime offences down 19% from 2011
Arrests down 4% from 2011

Fire

6,800 calls for service in 2012
EMS calls account for 68% of all calls
5.5 minute response time achieved 87% of the time

Parks and Recreation

57 parks which total 1,356 acres of park land - 39 neighborhood parks, 8 community parks, 7 mini-parks, 2 regional parks, and an arboretum
13.59 acres of parkland per 1000 residents

School District

The College Station Independent School District serves the majority of residents
8 elementary schools, 2 intermediate schools, 2 middle schools, 2 high schools, and 1 alternative campus.
11,639 students enrolled in CSISD schools during Fall 2013
Approximately 35% of all residential addresses in the City have CSISD students

Higher Education- Texas A&M University

Texas A&M ranked among the nation's top 5 largest universities
Main campus enrollment is 53,672
Almost 16,000 new students for Fall 2013 semester

SECTION 6: TRANSPORTATION

525 miles of existing and planned streets in the City and ETJ
44 miles of striped bike lanes
32 miles of existing bike routes
156 miles of existing sidewalks
12 miles of multi-use paths



CITY OF COLLEGE STATION
Home of Texas A&M University

2013

City Of College Station Existing Conditions Report



Prepared by:
City of College Station
Planning & Development Services
October 2013

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INTRODUCTION

As part of the implementation process of the Comprehensive Plan, it is important to have a foundation on which to base future expectations. The purpose of this report is to provide a snapshot of the current conditions that exist in the City of College Station. This report, originally created in 2008 and revised in 2010, is being updated to monitor trends while implementing the City of College Station's Comprehensive Plan.

This report includes descriptions of the following topics: context, demographics, economic development, land use, public facilities, and transportation. When all of these elements are considered holistically, appropriate expectations and a clear direction for further implementation of the Comprehensive Plan can be formulated and put into practice.

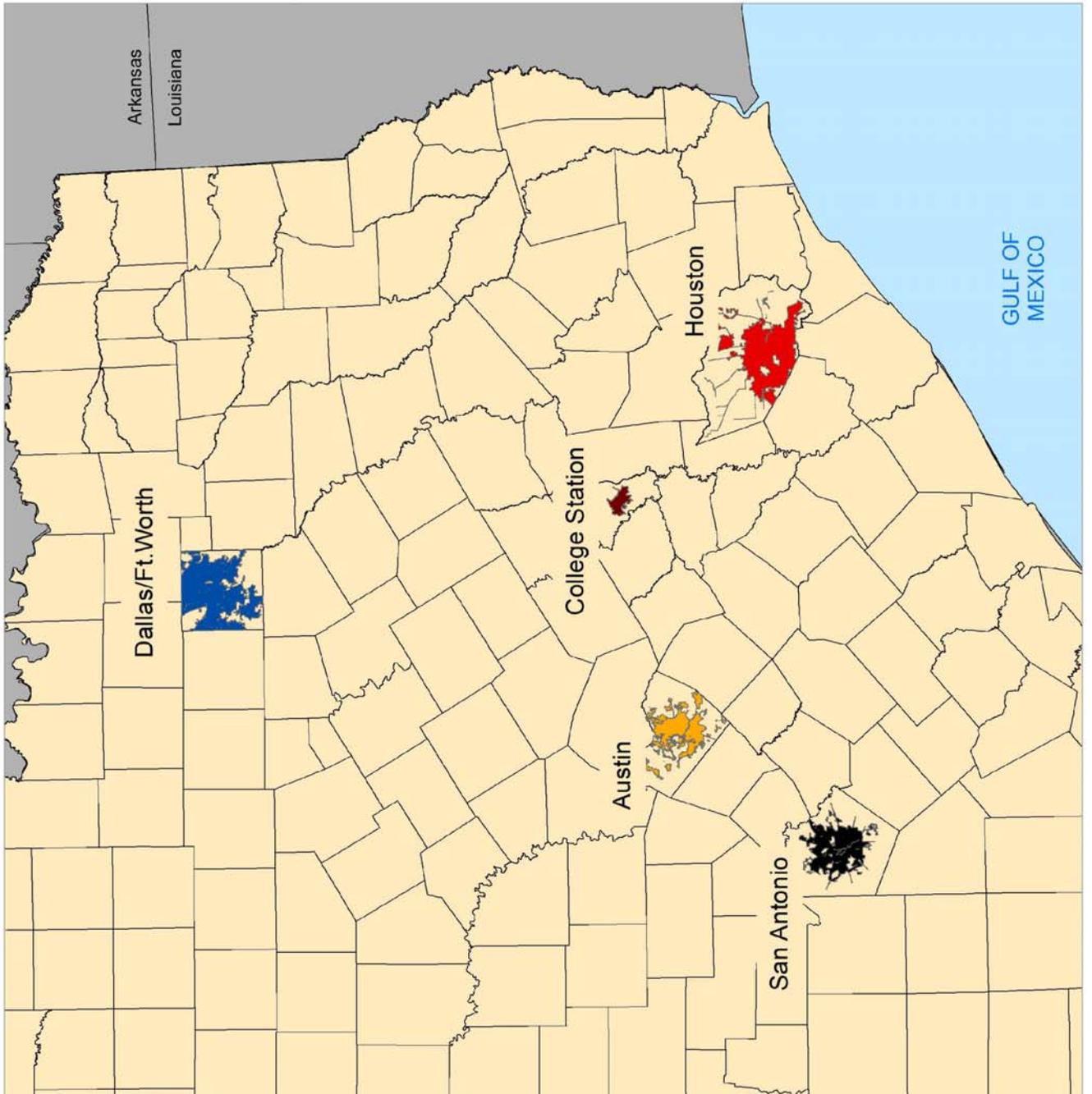
CONTEXT

Location

The City of College Station is located in Brazos County in the heart of central Texas. College Station is conveniently located in the middle of the Texas Triangle, which is made up of three of the ten largest cities in the United States; Houston, Dallas, and San Antonio (See Figure 1). Located 100 miles northwest of Houston, 170 miles southwest of the Dallas/Fort Worth metropolitan area, 100 miles northeast of Austin, and 170 miles northeast of San Antonio, College Station is within four hours driving time of more than 15 million people. As of October 2013, the City encompasses approximately 51 square miles and shares a portion of its northern City limit line with another incorporated municipality, the City of Bryan. Together with the City of Bryan, the two cities make up the College Station-Bryan Metropolitan Area, the fifteenth largest Metropolitan Area in Texas with around 232,000 people. Currently, College Station has an Extraterritorial Jurisdiction (ETJ) that expands three and a half miles from its City limits, except where it abuts the City of Bryan and where the two cities have negotiated their ETJ's. The City of College Station ETJ encompasses approximately 109 square miles (See Figure 2).

College Station is positioned along State Highway 6 running north and south, and in near proximity to State Highway 21 running west and east. Commuting to the larger cities (especially the Houston metro area) and/or telecommuting from College Station is an increasing reality.

Figure 1
The Texas Triangle &
College Station



Source: City of College Station

2013 Existing Conditions Report

Travel and shipping options exist with Easterwood Airport, a regional airport, in College Station, nearby international airports, and the convenience of the Port of Houston. The City of College Station is included in a seven-county area that is collectively referred to as the "Research Valley."

The City of College Station is home to Texas A&M University, a major research and teaching university. Texas A&M is the oldest public institution of higher education in the State of Texas, and today, currently ranked among the nation's top five largest universities with a record enrollment of 58,809 students at its campuses. Main Campus (including the College Station Campus and the School of Law with 770 enrolled students), is also at an all time high at 53,672. Associated with the University, and further expanding research and educational opportunities, is the George Bush Presidential Library, also located in College Station. The George Bush Presidential Library and Museum, is one of the region's most popular tourist attractions with approximately 700,000 visitors annually. Blinn College also contributes to the educational amenities of the area through their campus in the City of Bryan.

College Station ranked number three on Kiplinger magazine's list of "10 Great Places to Live in 2013." It has also been recognized as one of the nation's best places for business, jobs, families and retirees. In 2010, Forbes Magazine ranked the City of College Station as the top city in Texas and fifth nationally for projected job growth and 20th in the Nation in their "Best Small Places for Businesses and Careers." In 2009, U.S. News & World Report ranked College Station as the ninth best "Good Value in America in terms of Cost of Living."

Climate

The City of College Station has a temperate climate with warm summers and mild winters. The mean annual temperature over the past 30 years (between 1981 and 2010) was 69°F. The average high and average low during that same time frame was 79.2°F and 58.8°F respectively. The hottest month on average is August, with an average maximum temperature of 96.2°F (1981 to 2010). The coldest month is typically January with an average low temperature of 41.2°F (See Table 1).

Annual occurring precipitation averages over 40 inches a year, with the most rainfall occurring during June and October, which have averaged 4.45 inches and 4.91 inches, respectively (1981-2010).



Photo Credit: Sarowens from www.flickr.com

Table 1: College Station Climate Averages (1981-2010)

	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Average High (°F)	79.2	61	64.8	71.7	78.9	85.8	91.7	94.8	96.2	90.5	81.4	71	62.3
Average Low (°F)	58.8	41.2	44.4	51	58.1	66.6	72.7	74.6	74.5	69.4	60.3	50.5	42.2
Mean Temp (°F)	69	51.1	54.6	61.4	68.5	76.2	82.2	84.7	85.3	80	70.8	60.8	52.2
Total Precipitation (inches)	40.06	3.24	2.85	3.17	2.66	4.33	4.45	2.14	2.68	3.18	4.91	3.22	3.23

Source: National Climatic Data Center, <http://www1.ncdc.noaa.gov>, Normals Based on 30 year period 1981-2010

Land

College Station is relatively flat, with an elevation range of 200 feet to 366 feet above sea level. According to the United States Department of Agriculture’s 2008 (spatial) and 2012 (tabular) Soil Survey of Brazos County, Texas, its soils are affected by post oak savannah (creating light and sandy soil with dense clay subsoil less than a foot under the surface) and prairie vegetation (creating dark loams and clays). The majority of the City is comprised of loamy soil that has high shrink-swell, potentially creating challenges to foundation work necessary for urban development. Land around the floodplains is predominantly sandy and loamy, also impacting the shrinking and swelling of the soil. The floodplains consist of loamy and clayey soils that are not considered appropriate for urban development (See Figure 3).

Water

A network of waterways exists throughout College Station. The largest is Carter Creek, with Wolf Pen Creek, Bee Creek, Lick Creek, Spring Creek, and Alum Creek running into it. There are approximately 4,198 acres of floodplain in the City limits associated with these waterways. Currently, 2,173 acres of floodplains are preserved in College Station through Rural zoning. The City of College Station owns 1,073 acres of floodplain in the City limits (See Figure 4).

History

The City of College Station is a young municipality, with its beginnings in the founding of Texas A&M College in 1876. Because of the school's isolation, school administrators provided facilities for those who were associated with the College. The campus became the focal point of community development. The area was designated "College Station, Texas" by the Postal Service in 1877, who derived the name from the train station located to the west of the campus.



Highway 6 City limit line c.1940
Photo Source: City of College Station

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Growth of both the community and College influenced residents' desire to create a municipal government. The City of College Station was incorporated in 1938 as a result of a petition by 23 men representing on- and off-campus interests to the Board of Directors of Texas A&M College. The Board of Directors had no objection and suggested that a belt around the campus be included in the proposed city. While citizens attempted to incorporate College Station, the City of Bryan looked into annexing the same area. The City of Bryan never completed the annexation because of State statutes that limit the amount of land a city can annex in a single year.

Citizens voted 217 to 39 on October 19, 1938 to incorporate the City of College Station. The first City Council meeting was held on February 25, 1939 in the Administration Building on the A&M campus.

The Council became interested in adopting a governmental structure similar to the council-manager form of government. At the time of incorporation, State law did not allow a general law city to hire a city manager. As a result, College Station employed a business manager until 1943 when State law was changed to permit general law cities to make use of the council-manager form of government. College Station became the first general law city in the State of Texas to employ a city manager. In 1952, once College Station's population exceeded 5,000, College Station voters approved a home rule charter that provided for the council-manager form of government.

The oldest neighborhoods are those that were included in the belt around the campus - Northgate, Eastgate, and Southside. They contained the businesses that catered to the College and its employees and students, and housing- predominantly for those associated with the College.

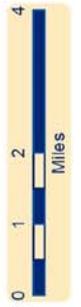
Texas A&M University and the City of College Station circa 1930



Photo courtesy of: Cushing Memorial Library and Archives, Texas A&M

Figure 2
City of College Station
City Limits & ETJ

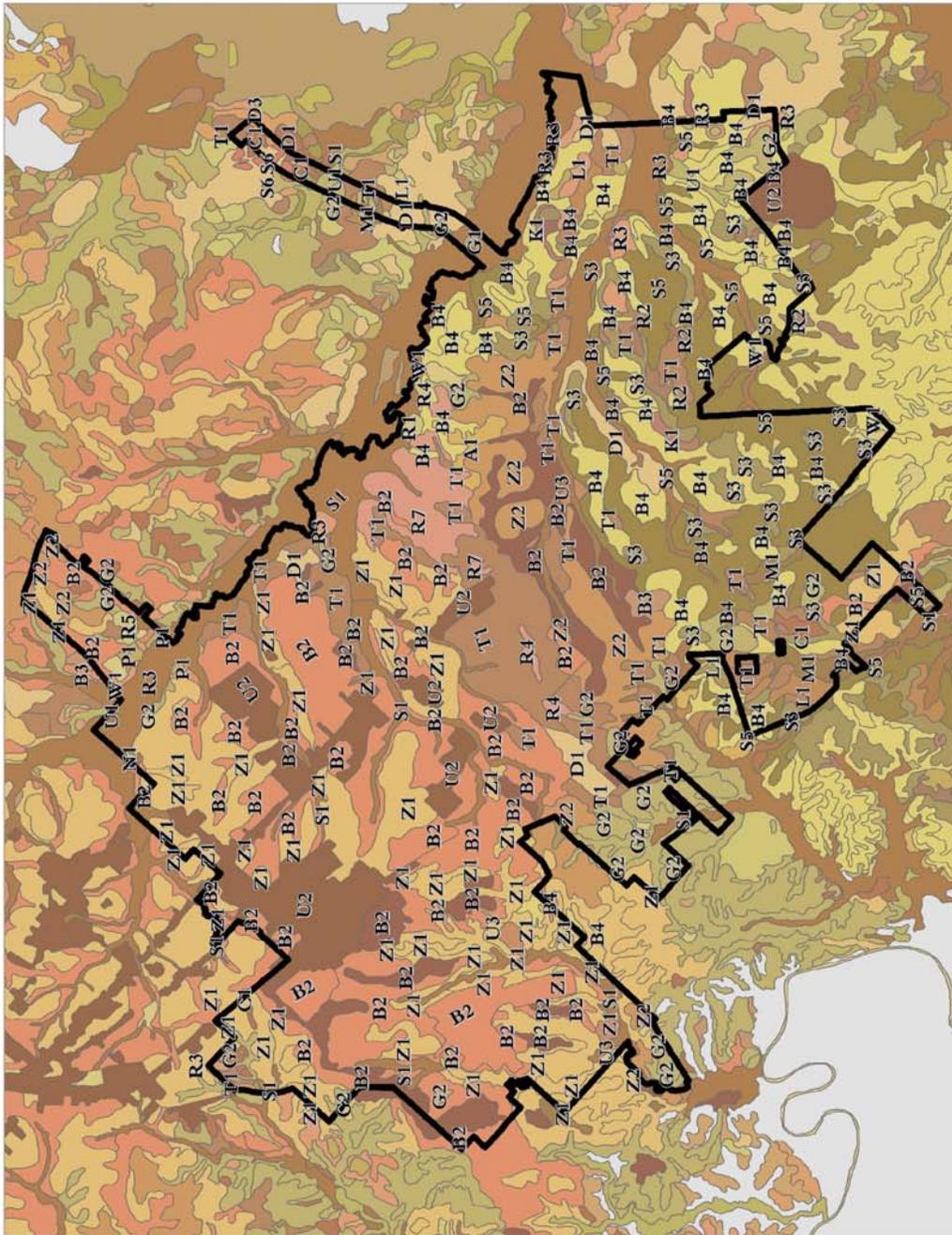
- Legend**
- COCS City Limits
 - COCS ETJ Limits
 - Bryan City Limits
 - Streets



Source: City of College Station



Figure 3
City of College Station
Soil Survey



Source: United States
Department of Agriculture
and Natural Resources
Conservation Service 2012

Legend

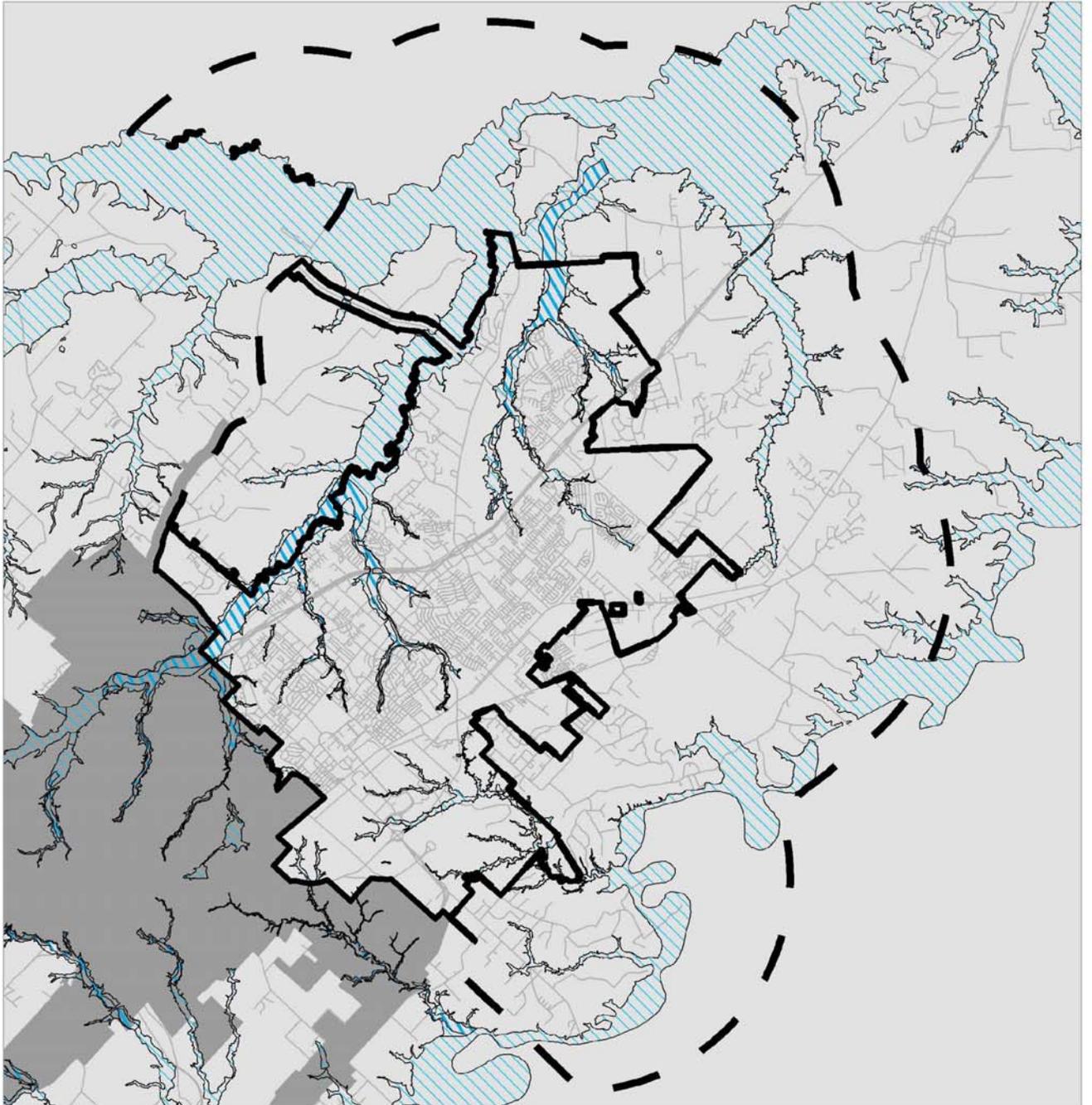
- A1 - Axtell
- B1 - Benchly
- B2 - Boonville
- B3 - Burleson
- B4 - Burlewash
- C1 - Chazos
- D1 - Derly-Rader
- D2 - Desan
- D3 - Dutek
- G1 - Gladewater
- G2 - Gredge
- K1 - Koether-Rock outcrop
- L1 - Lufkin
- M1 - Mabank
- N1 - Navasan
- P1 - Padina
- P2 - Pits
- R1 - Rader
- R2 - Rehburg
- R3 - Robco
- R4 - Rosanky
- S1 - Sandow
- S2 - Shaiba-Rock outcrop
- S3 - Shiro
- S4 - Siawa
- S5 - Singleton
- S6 - Styx
- T1 - Tabor
- U1 - Umland
- U2 - Urban
- U3 - Ustarents
- W1 - Weswood-Yahola
- Z1 - Zack
- Z2 - Zulch
- COCS City Limits

Figure 4
City of College Station
FEMA Designated
100 Year Floodplain

- Legend**
- Flood Hazard Areas**
-  100 Year Floodway
 -  100 Year Floodplain
 -  COCS City Limits
 -  COCS ETJ Limits
 -  Bryan City Limits



Source: City of College Station
and Federal Emergency
Management Agency



DEMOGRAPHICS

Population

College Station’s current population estimate is 99,840 (October 2013), with a population density estimated at 1,965 persons per square mile. College Station’s population numbers include University students living within the City limits, which includes Texas A&M’s campus.

According to Census counts taken since 1950, College Station’s population has been steadily increasing. The City’s most prolific decade of growth was 1970-1980, increasing from 17,676 in 1970 to 37,272 in 1980. The population boom of the 1970s

continued into the 1980s with the City experiencing a 41% growth rate. College Station’s proximity to the University and to employment areas in the City of Bryan has had a significant influence on its growth.

College Station has continued to grow since the 1990 Census, although more modestly. The 1995 estimated

population was approximately 58,000 – an average annual growth rate of over 2.1% since 1990. Based on the 2010 Census, there were 93,857 people, 35,037 households and 14,889 families residing in the City. ‘City of College Station Population Growth’ details the growth from 1950 to 2013 (estimated).

Table 3: City of College Station Projected Growth

Year	Population
2013	98,891
2014	101,001
2015	103,112
2016	105,223
2017	107,333
2018	109,444
2019	111,555
2020	113,665
2021	115,776
2022	117,887
2023	119,997
2024	122,108
2025	124,219
2026	126,329
2027	128,440
2028	130,551
2029	132,661
2030	134,772

Source: 2009 Comprehensive Plan, City of College Station Planning & Development Services

Table 2: City of College Station Population Growth (1940-2013)

Year	Population	% Annual Increase	City Area (Sq Miles)	% Increase	Pop/Sq. Mile
1940	2,148	-	2.51	-	856
1950	7,925	269%	2.91	16%	2,723
1960	11,396	44%	6.34	118%	1,797
1970	17,676	55%	16.62	162%	1,064
1980	37,272	111%	24.02	45%	1,552
1990	52,456	41%	29.77	24%	1,762
1991	53,100	1%	29.77	0%	1,784
1992	53,742	1%	30.77	3%	1,747
1993	54,738	2%	31.83	3%	1,720
1994	57,043	4%	32.57	2%	1,751
1995	58,892	3%	38.17	17%	1,543
1996	60,440	3%	40.72	7%	1,484
1997	61,646	2%	40.72	0%	1,514
1998	63,852	4%	40.72	0%	1,568
1999	65,797	3%	40.72	0%	1,616
2000	67,890	3%	40.72	0%	1,667
2001	72,020	6%	40.72	0%	1,769
2002	75,752	5%	47.25	16%	1,603
2003	78,309	3%	47.25	0%	1,657
2004	80,214	2%	47.26	0%	1,697
2005	81,930	2%	47.26	0%	1,734
2006	84,116	3%	47.26	0%	1,780
2007	86,982	3%	47.26	0%	1,840
2008	90,897	5%	49.65	5%	1,831
2009	93,567	3%	49.65	0%	1,885
2010	94,817	1%	49.74	0%	1,906
2011	96,610	2%	50.77	2%	1,903
2012	97,929	1%	50.77	0%	1,929
2013*	99,840	**	50.77	0%	1,967

*Year-to-date (October 2013)

** Cannot be computed on mid-year estimate

Source: US Census and College Station Planning and Development Services Department

Table 4: City of Bryan Growth (1990-2013)

Year	Population	% Increase
1990	55,002	-
2000	65,660	-
2001	66,375	1.09%
2002	68,325	2.94%
2003	68,780	0.67%
2004	68,158	-0.90%
2005	69,624	2.15%
2006	70,452	1.19%
2007	73,565	4.42%
2008	74,115	0.75%
2009	74,394	0.38%
2010*	76,201	2.43%
2011	77,337	1.49%
2012	78,087	0.97%

* Based on 2010 Census

Source: Texas State Data Center

Comparatively, the City of Bryan's population has increased more moderately over the past decade, according to the Texas State Data Center annual population estimates. The City of Bryan population increased from 65,660 in 2000 to an estimated 78,087 in 2012

'City of College Station Projected Growth' projects the City's 20-year population based on trends and population estimates. The estimated population for 2030 is approximately 134,000.

Institutional Population

The City of College Station's growth is significantly impacted by the growth of Texas A&M University. In the 1960s, Texas A&M University began accepting women and minorities. This change accounts for a significant increase in student enrollment that has only increased steadily since then. Although not as large, Blinn College, a two-year junior college, also contributes to the student population in College Station.

Fall 2013 enrollment for Texas A&M Main Campus (including the College Station Campus and the School of Law with 770 enrolled students) is 53,672

and Blinn's Bryan Campus is 12,771,

both record enrollments for the institutions. Texas A&M's enrollment increased 7% over Fall 2012 and Blinn's Bryan Campus enrollment increased 4% over Fall 2012.

At the time that the City's

Comprehensive Plan was created and adopted, Texas A&M University had an established

enrollment capacity of 50,000 students. Since that time, the enrollment cap has been removed. Additionally, the '25 by 25' initiative, a plan to grow the

Table 5: Historic Enrollment, Blinn College (Bryan Campus) (1996-2013)

Year	Blinn Enrollment*	% Increase	City Population	% Increase
1996	6,925	-	60,440	-
1997	7,323	6%	61,646	2%
1998	7,531	3%	63,852	4%
1999	7,984	6%	65,797	3%
2000	8,649	8%	67,890	3%
2001	9,180	6%	72,020	6%
2002	10,103	10%	75,752	5%
2003	10,328	2%	78,309	3%
2004	10,421	1%	80,214	2%
2005	10,535	1%	81,930	2%
2006	10,189	-3%	84,116	3%
2007	10,563	4%	86,982	3%
2008	11,408	8%	90,897	5%
2009	12,429	9%	93,450	3%
2010	12,821	3%	94,817	1%
2011	12,342	-4%	96,610	2%
2012	12,269	-1%	97,929	1%
2013**	12,771	4%	99,755	2%

* Based on Fall Semester data

**Based on September population estimate

Source: Blinn College, US Census Bureau, City of College

Table 6: Historic Enrollment, Texas A&M University (1980-2013)

Year	TAMU Enrollment*	% Increase	City Population	% Increase
1980	33,499	-	37,272	-
1981	35,146	5%	-	**4%
1982	36,127	3%	-	**4%
1983	36,846	2%	-	**4%
1984	36,827	0%	-	**4%
1985	35,675	-3%	-	**4%
1986	36,570	3%	-	**4%
1987	39,079	7%	-	**4%
1988	39,163	0%	-	**4%
1989	40,492	3%	-	**4%
1990	41,171	2%	52,456	**4%
1991	40,997	0%	53,100	1%
1992	41,710	2%	53,742	1%
1993	42,524	2%	54,738	2%
1994	42,018	-1%	57,043	4%
1995	41,790	-1%	58,892	3%
1996	41,892	0%	60,440	3%
1997	41,461	-1%	61,646	2%
1998	43,389	5%	63,852	4%
1999	43,442	0%	65,797	3%
2000	44,026	1%	67,890	3%
2001	44,618	1%	72,020	6%
2002	45,083	1%	75,752	5%
2003	44,811	-1%	78,309	3%
2004	44,435	-1%	80,214	2%
2005	44,578	0%	81,930	2%
2006	45,380	2%	84,116	3%
2007	46,542	3%	86,982	3%
2008	48,039	3%	90,897	5%
2009	48,702	1%	93,450	3%
2010	49,129	1%	94,817	1%
2011	49,861	1%	96,610	2%
2012	50,227	1%	97,929	1%
2013**	53,786	7%	99,755	2%

* Based on Fall Semester data

** Average annual Increase based on 1980 and 1990 Census

***Based on September population estimate

Source: Texas A&M University, US Census Bureau, City of

College of Engineering's enrollment to 25,000 students (currently 11,000) by 2025, was announced earlier this year. The University's growth is greater than was projected in the 2009 Comprehensive Plan.

Ethnicity and Race

The City of College Station has a relatively homogenous population in regards to racial diversity and ethnicity (See 'City of College Station Race and Ethnicity' (2000 and 2010)). The majority of the people in College Station consider themselves to be Caucasian. That percentage has remained steady according to the most current available data from the US Census Bureau's 2000 and 2010 estimates. The most notable boost in population representing a race was that of the Asian and Hispanic demographic. Due to changes in the Census, it is difficult

to analyze any significant change in race due to the change in

Table 7: City of College Station Race and Ethnicity (2000 & 2010)

Race/Ethnicity	2000	2010	Numerical Change	Percent Change
White	54,673	72,502	17,829	24.6%
Black	3,968	6,383	2,415	37.8%
Asian	4,951	8,576	3,625	42.3%
Hispanic	6,759	13,165	6,406	48.7%
All other races	3,672	4,361	689	15.8%

Source: US Census Bureau - 2000 and 2010 Census

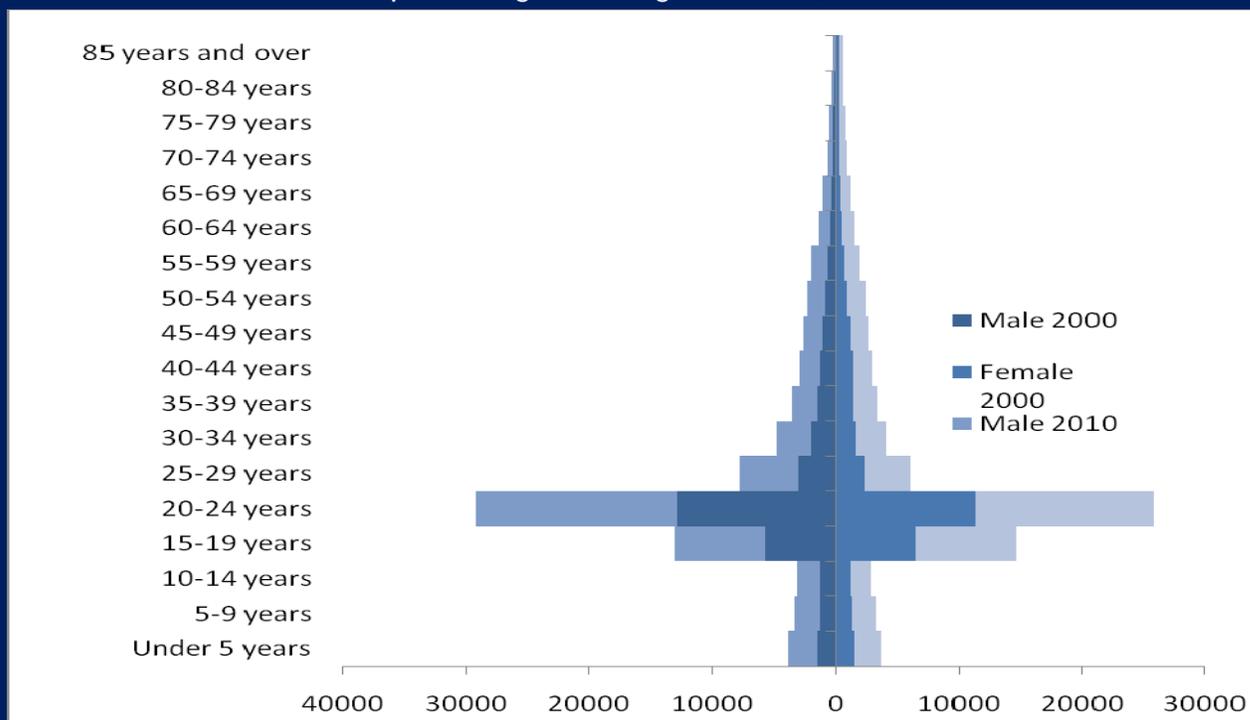
reporting for persons with multiple race backgrounds, therefore, this comparison has not been included.

Age Groups

The median age in the City of College Station is 22.3 years old according to the 2010 estimate from the US Census Bureau, (see College Station Age Distribution, 2010 and 2000) an increase of 0.4 years from the 2000 Census. The relatively young age of the City's population is due to the large number of college-aged students that live in the City. Comparatively, the median age in the City of Bryan is 29.4 years old. The

increase in the median age of College Station is most likely due to the increase in retirees relocating to College Station. The City's senior population (65 years and older) grew from 3.6% to 4.7% between 2000 and 2010 according to the Census. As the Baby Boomer generation continues to age, it is likely that the City of College Station will continue to see an increase in the population age 50 and older, while maintaining relatively stable school-aged and college-aged populations.

Graph 1: College Station Age Distribution, 2008 and 2000



Source: US Census 2000; 2010

Household Size and Composition

Based on 2010 Census data, the average household size in College Station is 2.38 people, an increase from the 2000 Census estimate of 2.32 persons per household. The 2010 estimated average family size is 2.97, a

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slight decrease from the 2000 Census estimate of 2.98. Based on the 2011 American Community Survey provided by the Census Bureau, the average household size for both Brazos County and Texas is 2.84.

In 2010, there were an estimated 35,037 households in College Station, out of which 20.4% were family households with children under 18 living with them, 31.2% were married couples living together, and 57.5% were non-families. Households with individuals under 18 made up 21.6% of all households and 8.7% were residents 65 years of age or older, living alone.

Table 8: Household Size & Composition College Station (2000, 2010, 2011)

Type	2000		2010		2011	
	Number	Percent	Number	Percent	Number	Percent
Total Households	24,691	100%	35,037	100%	31,743	100%
Family Households	10,368	42.0%	14,889	42.5%	14,897	46.9%
With own children under 18 years	5,192	21.0%	7,151	20.4%	8,469	26.7%
Married-couple family	7,954	32.2%	10,936	31.2%	10,673	33.6%
With own children under 18 years	4,043	16.4%	5,222	14.9%	6,019	19.0%
Male householder, no wife present	N	N	1,346	4.0%	1,320	4.2%
With own children under 18 years	N	N	394	1.2%	397	1.3%
Female householder, no husband present	1,678	6.8%	2,693	7.7%	2,904	9.1%
With own children under 18 years	967	3.9%	1,558	4.4%	2,053	6.5%
Nonfamily households	14,323	58.0%	20,148	57.5%	16,846	53.1%
Householder living alone	6,691	27.1%	9,642	27.5%	8,724	27.5%
Householder 65 years and older	589	2.4%	1,009	2.9%	996	3.1%
Households with individuals under 18 years	5,477	22.2%	7,585	21.6%	8,729	27.5%
Households with individuals 65 years and over	1,665	2.4%	3,031	8.7%	2,454	7.7%
Average household size	2.32		2.38		2.68	
Average family size	2.98		2.97		3.16	

Source: US Census Bureau - 2010 Census, 2011 American Community Survey

Housing

College Station has seen steady housing growth since 2000 (See Housing Market, College Station-Bryan Area). Single-family construction has been relatively constant since 2009, with an average of 488 new single-family units (attached and detached) added per year. The multi-family segment of the new housing stock has been much more variable with a high of 572 new multi-family units added in 2009 and a low of 32 units added in 2010 (see New Residential Units, Cities of Bryan & College Station (2001-2013)). Based on Census Bureau estimates, College Station added 11,172 housing units between 2000 and 2010. Comparatively,

Table 9: Housing Market, College Station-Bryan Area

Year	Total Sales	Average Price	Median Price	Average Listings/Month	Average Month's Inventory
2000	1,356	\$ 118,440	\$ 104,500	560	4.9
2001	1,458	\$ 131,125	\$ 117,400	710	6.1
2002	1,601	\$ 131,550	\$ 116,200	768	6.0
2003	1,876	\$ 135,958	\$ 124,000	992	7.0
2004	2,117	\$ 138,008	\$ 122,450	1,157	6.9
2005	2,221	\$ 144,867	\$ 132,100	1,165	6.4
2006	2,580	\$ 152,633	\$ 135,150	1,236	6.2
2007	2,514	\$ 160,900	\$ 138,900	1,228	5.7
2008	2,471	\$ 166,800	\$ 144,200	1,202	5.7
2009	2,184	\$ 168,200	\$ 149,500	1,212	5.7
2010	2,011	\$ 174,608	\$ 153,450	1,562	8.7
2011	2,009	\$ 161,250	\$ 151,417	1,606	9.8
2012	2,361	\$ 179,350	\$ 153,567	1,610	8.9
2013 (YTD)	1,820	\$ 185,657	\$ 158,214	1,563	7.5

Source: Texas A&M Real Estate Center

while the City of Bryan has also had a stable increase in the number of housing units added, it has been at a smaller scale than College Station. Between the 2000 and 2010, the City of Bryan added an estimated 4,879 new housing units. Like College Station, Bryan also experienced a spike in multi-family construction in 2011. In that year, College Station added 346 new multi-family units to the housing stock while Bryan added 339.

Based on August 2013 estimates, the average home price in the College Station/Bryan MSA has been steadily rising since 2000. In 2013, the average home price rose to over \$185,657 – up from \$118,400 in 2000. The 2013 median home price is \$158,214. The estimated monthly inventory, or the amount of time estimated to sell the existing stock, is 7.5 months; however, the average monthly inventory since 2000 is 4.9

months.

Table 10: City of College Station Housing Stock by Age

Year Built	Texas	%	Brazos County	%	College Station	%
Built 2005 or later	1,164,724	11.5%	9,579	12.1%	4,469	12.3%
Built 2000 to 2004	1,198,327	11.9%	12,645	16.0%	5,820	16.0%
Built 1990 to 1999	1,536,490	15.2%	17,009	21.5%	8,553	23.5%
Built 1980 to 1989	1,777,696	17.6%	14,433	18.3%	7,024	19.3%
Built 1970 to 1979	1,752,361	17.4%	13,227	16.7%	6,527	18.0%
Built 1960 to 1969	1,001,481	9.9%	4,855	6.1%	2,608	7.2%
Built 1950 to 1959	864,758	8.6%	4,086	5.2%	777	2.1%
Built 1940 to 1949	392,763	3.9%	2,033	2.6%	341	0.9%
Built 1939 or earlier	410,642	4.1%	1,203	1.5%	236	0.6%
Total	10,099,242	100.0%	79,070	100.0%	36,355	100.0%

Source: US Census Bureau - 2011 American Community Survey

With the growing housing market, the total number of sales annually has increased from 1,356 annual sales in 2000 to 2,361 annual sales in 2012. 2006 saw the highest annual sales at 2,580.

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Based on 2011 projections from the Texas A&M Real Estate Center, the average rent per square foot in College Station and Bryan multi-family units is \$0.88 compared to \$0.92 for the Texas metro average.

Age of Housing Stock

The City of College Station has a relatively new housing stock. Approximately 71% of housing units in College Station were built after 1980 compared to 68% in Brazos County and 56% for the State of Texas. See City of College Station Housing Stock by Age for a breakdown of current housing units by age.

Table 11: College Station Occupancy Rates—All Housing Types (1990, 2000, 2010, 2011)

	Occupancy	Occupied	Vacant	Total
2011	Number	31,743	4,612	36,355
	Percent	87%	13%	100%
2010	Number	33,477	2,578	36,055
	Percent	93%	7%	100%
2000	Number	24,691	1,363	26,054
	Percent	95%	5%	100%
1990	Number	17,878	1,967	19,845
	Percent	90%	10%	100%

Source: US Census Bureau - 1990, 2000, 2010 Census, 2011 American Community Survey

Appraised Value

The total appraised value for all property in the City of College Station is over \$7.3 billion (2013 Certified Tax Roll, Brazos County Appraisal District). Residential properties make up \$3.5 billion dollars in valuation while commercial properties make up the next largest segment of appraised property at \$2.3 billion. The remainder is largely made up of vacant and agricultural land valued at \$1.2 billion.

Table 12: College Station Population by Housing Type

Housing Type	2000		2010		2011	
	Number	Percent	Number	Percent	Number	Percent
Total Units	26,008	100.0%	36,055	100.0%	36,355	39.2%
Single-family detached	8,796	33.8%	15,038	41.7%	14,237	5.9%
Single-family attached	1,374	5.3%	2,674	7.4%	2,130	7.8%
2-4 units	5,694	21.9%	5,216	14.5%	6,708	18.5%
5-9 units	2,899	11.1%	2,867	8.0%	3,462	9.5%
10 or more units	6,776	26.1%	9,649	26.8%	4,262	11.7%
Mobile Home	469	1.8%	611	1.7%	946	2.6%

Source: US Census Bureau - 2000, 2010 Census and 2011 American Community Survey

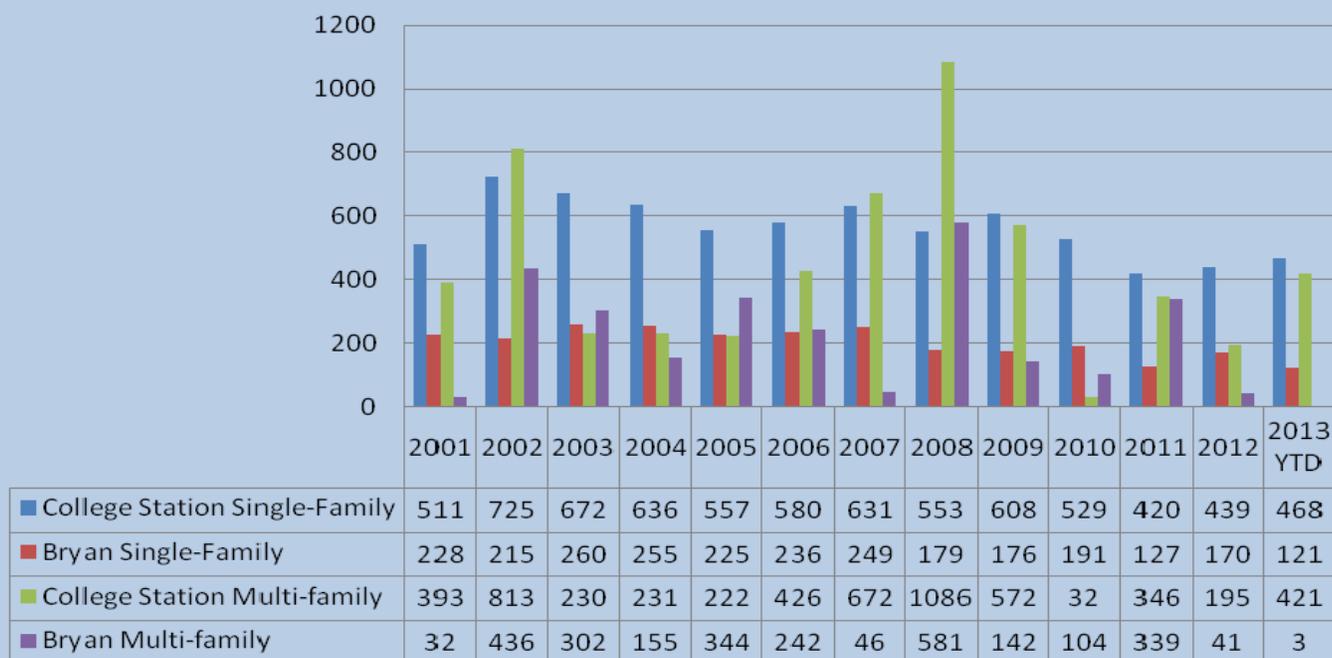
Occupancy and Tenure

The 2010 Census estimates the occupancy rate in College Station to be 94.1%, consistent with the 2000 estimate of 94.8%. Estimates for multi-family occupancy for the end of the 1st quarter in 2012, was 93.3% for all multi-family units (Texas Real Estate Center, 2012 College Station-Bryan Market Report).

According to 2010 Census data, approximately two-thirds of the occupied housing units in College Station are renter occupied (66.8%). Owner-occupied housing makes up a smaller percentage of the occupied housing stock (33.2%). Approximately 11% of the City's population lived in group quarters, including both public and private dormitories and Greek housing.

The City of College Station also tracks rental property through its Rental Registration program, which has 6,928 single-family and duplex units

Graph 2: New Residential Units, Cities of Bryan & College Station (2001-2013 YTD)



registered as of September 2013. The registered rental properties account for approximately 40% of the City of College Station’s single-family and duplex units based on 2011 American Community Survey data.

Income

Based on 2011 American Community Survey, (see Household Income Distribution, College Station (1990-2011)) the per capita income for the City of College Station in 2011 was \$18,232, down from 2008’s estimate of \$20,425. In 2008, the median family income was \$57,135 and the median household income was \$27,648. According to the 2011 American Community Survey, 31.7% of College Station households has an income of more than \$50,000.

Income statistics include University students that may have little or no income; because of this, median household income is very low. Similarly, the population reported below the poverty line is not likely representative because of the “low-income” University population. The College Station Independent School

Table 13: Household Income Distribution, College Station (2011)

Income	Number	Percent
Less than \$10,000	7,791	24.5%
\$10,000 to \$14,999	2,286	7.2%
\$15,000 to \$24,999	4,210	13.3%
\$25,000 to \$34,999	3,565	11.2%
\$35,000 to \$49,999	3,565	11.8%
\$50,000 to \$74,999	3,749	10.3%
\$75,000 to \$99,999	3,259	7.1%
\$100,000 to \$149,999	2,260	8.7%
\$150,000 to \$199,999	2,760	2.5%
\$200,000 or more	809	3.3%
Total	31,743	100.0%

Source: US Census Bureau - 2011 American Community Survey Data

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District classifies over 36.4% of their students as “Economically Disadvantaged” for the 2012-2013 school year, meaning they qualify for the “free and/or reduced lunch” program (CSISD). The percentage of students eligible for this program has increased from 31.4% in 2010.

ECONOMIC DEVELOPMENT

Employment

Table 14: Total Non-Farm
Employment, CS-B MSA
(2003-2013)

YEAR	EMPLOYMENT	% CHANGE
2003	96,120	
2004	97,790	1.7%
2005	98,748	1.0%
2006	98,345	-0.4%
2007	98,692	0.4%
2008	102,042	3.4%
2009	106,194	4.1%
2010	109,087	2.7%
2011	108,387	-0.6%
2012	107,740	-0.6%
2013*	107,541	-0.2%

Source: US Bureau of Labor Statistics

*As of July 2013

According to the 2011 American Community Survey, educational attainment in College Station is very high compared to State averages. Only 6.7% of the population 25 years and older did not have a high school degree, compared to 19.3% for the State of Texas. Additionally, over 51% of College Station's residents have a college degree. Employment in the College Station-Bryan Metropolitan Statistical Area (MSA) has been growing at an average of 1.3% over the past ten years. The growth was steady between 2003 and 2008, spiked in 2009 and has leveled off in the last few years (see Table 14). Texas A&M University, the College Station Independent School District, Bryan Independent School District, Reynolds & Reynolds, the City of College Station, Sanderson Farms, and St. Joseph Regional Hospital are the top employers located in College Station-Bryan MSA.

Unemployment

The most recent statistics available from the Texas Workforce Commission show an unemployment rate of 6.1% (July 2013) within the City of College Station-Bryan MSA and a median of 5.6% between January and July of 2013. This is up slightly from 2012, but continues to be lower than the Texas and National rates (6.7% and 10.3% in July 2013, respectively). Between 2003 and 2013, the rates have ranged between a low of 3.8% and a high of 6.1% (see Table 15). Unemployment in College Station is relatively low, in large part because of the significant role Texas A&M University plays in the local economy.

Travel Time

The average commute to work for College Station residents takes 17.1 minutes according to the 2012 American Community Survey. This is up fractionally from 2010 (17.0 minutes) and a jump from 2000 (14.5 minutes). However, this continues to be significantly less than the average commute to work (in 2012) in Texas (25.1 minutes) and nationally (25.7 minutes). In 2012, the percentage of College Station residents that had a commute time of less than 30 minutes increased 2.7% from 2010 to 89.2%. Only 5.5% of the College Station population experiences a commute time of 45 minutes or longer; a 0.7% increase

Table 15: Annual
Unemployment, CS-B
MSA (2003-2013)

YEAR	RATE	% CHANGE
2003	5.0%	
2004	4.5%	-10.0%
2005	4.2%	-6.7%
2006	4.1%	-2.4%
2007	3.8%	-7.3%
2008	4.1%	7.9%
2009	5.7%	39.0%
2010	6.6%	15.8%
2011	6.5%	-1.5%
2012	5.7%	-12.3%
2013*	6.1%	7.0%

Source: US Bureau of Labor
Statistics

*As of July 2013

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from 2010. Additionally, in 2012, College Station ranked second in the State of Texas in regards to people walking (5.2%) and biking (3.3%) to work.

Property Tax

The certified Taxable Assessed Values for 2013 are \$6.2 billion, a 4.82% increase over 2012. Taxable Assessed Value has steadily increased from \$2.7 billion to \$6.2 billion between 2003 and 2013, representing a 129% increase.

College Station's property tax rate is very competitive and among the lowest in the State for cities with a population between 50,000 and 100,000. The FY2014 property tax rate is set at 42.5958¢ per \$100 of assessed value, down 10.8% from FY2003 (See Table 16). By comparison, the property tax rate for the City of Bryan is 62.9999¢ per \$100 of assessed value. When combined with all taxing entities, including the College Station Independent School District, College Station property owners pay \$2.23 per \$100 of assessed valuation.

Table 16: Property Tax Rates (2003-2012)

FISCAL YEAR	TAX RATE	% CHANGE	PROPERTY TAX REVENUE	% CHANGE
2003	0.4777		\$ 13,441,000	
2004	0.4653	-2.6%	\$ 14,668,641	9.1%
2005	0.4640	-0.3%	\$ 15,888,475	8.3%
2006	0.4394	-5.3%	\$ 16,646,519	4.8%
2007	0.4394	0.0%	\$ 18,573,309	11.6%
2008	0.4394	0.0%	\$ 20,670,112	11.3%
2009	0.4394	0.0%	\$ 22,769,699	10.2%
2010	0.4394	0.0%	\$ 24,745,344	8.7%
2011	0.4475	1.8%	\$ 24,333,373	-1.7%
2012	0.4380	-2.1%	\$ 24,978,388	2.7%
2013	0.4307	-1.7%	\$ 25,542,690	2.3%
2014	0.4260	-1.1%	\$ 26,629,760	4.3%

Source: City of College Station: Comprehensive Annual Fiscal Report for Fiscal Year Ended September 30, 2012

Sales Tax

College Station experienced \$2.34 billion in gross sales receipts in 2012, up 4.5% from 2011 (see Table 17). Between 2002 and 2012, there has been an average 2.8% increase in gross sales. Based on the latest complete data available, College Station saw \$23,978 per capita in gross sales in 2012, a 4.5%

Table 17: Gross Sales Tax Per Capita, College Station (2002-2012)

YEAR	GROSS SALES	TAXABLE	POPULATION	PER CAPITA	
2002	\$ 1,381,037,844	\$ 752,427,945	75,752	\$ 18,231.04	
2003	\$ 1,479,870,892	\$ 784,770,022	78,309	\$ 18,897.84	
2004	\$ 1,588,469,656	\$ 848,886,886	80,214	\$ 19,802.90	4.8%
2005	\$ 1,689,609,054	\$ 914,415,687	81,930	\$ 20,622.59	4.1%
2006	\$ 1,765,533,087	\$ 955,094,010	84,116	\$ 20,989.27	1.8%
2007	\$ 1,984,415,024	\$ 1,045,731,297	86,928	\$ 22,828.26	8.8%
2008	\$ 2,126,312,535	\$ 1,105,627,680	90,897	\$ 23,392.55	2.5%
2009	\$ 2,057,564,712	\$ 1,052,105,672	93,450	\$ 22,017.81	-5.9%
2010	\$ 2,056,963,046	\$ 1,061,991,799	93,857	\$ 21,915.93	-0.5%
2011	\$ 2,216,447,512	\$ 1,108,733,940	96,603	\$ 22,943.88	4.7%
2012	\$ 2,359,311,985	\$ 1,184,728,779	97,888	\$ 24,102.16	5.0%

Texas Comptroller's Office

increase from 2011. Approximately \$1.18 billion of the gross sales in 2012 were subject to the City's sales tax. In FY2013 sales tax revenues increased approximately 7.3% over sales tax received in FY2012. Another 1.9% growth, over FY2013, is projected for FY2014.

Table 18: Sales Tax Revenue (2003 – 2015)

FISCAL YEAR	SALES TAX REVENUE	% CHANGE
2003	\$ 13,780,639	
2004	\$ 14,957,697	8.5%
2005	\$ 15,445,404	3.3%
2006	\$ 16,752,174	8.5%
2007	\$ 18,077,973	7.9%
2008	\$ 19,822,906	9.7%
2009	\$ 19,438,179	-1.9%
2010	\$ 19,328,578	-0.6%
2011	\$ 20,292,871	5.0%
2012	\$ 21,498,319	5.9%
2013*	\$ 23,011,841	7.0%
2014*	\$ 23,495,000	2.1%
2015*	\$ 24,400,000	3.9%

City of College Station: Comprehensive Annual Fiscal Report for Fiscal Year Ended September 30, 2012 & 2013-2014 Proposed Annual Budget

*Estimated

The current City sales tax rate is 1.5% of a total 8.25% sales tax, and generated approximately \$23.1 million in FY2013—a 7.3% increase from FY2012. The City sales tax revenue is expected to total \$23.5 million in FY2014 (see Table 18). Sales tax accounts for 41% of the City’s general fund revenues and is projected to steadily grow to over \$24.4 million by 2015 (College Station 2013-2014 Approved Annual Budget).

As reported by the Brazos Central Appraisal District in August 2013, there was approximately 4.87 million square feet of retail space in the City of College Station, which translates to 49.04 square foot per capita. Retail space includes stand-alone retail outlets, markets, Post Oak Mall, shopping centers, etc. Comparatively, the national average is 46.6 sq. ft. per capita based on analysis conducted by the International Council of Shopping Centers.

Utilizing data collected from the Brazos Central Appraisal District, it is estimated that approximately \$4.46 in sales tax revenue is collected per square foot of retail space; a steady

\$0.35 increase over FY2010.

Table 19: CS-B Travel Impacts (2002-2012)

YEAR	SPENDING*		EARNINGS*	EMPLOYMENT	TAX RECEIPTS*	
	TOTAL	DESTINATION**			STATE	LOCAL
2002	\$ 267.4	\$253.2	\$59.7	4,213	\$17.2	\$4.4
2003	\$ 275.0	\$261.4	\$61.4	4,135	\$17.5	\$4.4
2004	\$ 300.0	\$285.4	\$65.0	4,178	\$18.6	\$4.8
2005	\$ 339.9	\$323.1	\$71.3	4,413	\$20.3	\$5.3
2006	\$ 362.0	\$344.7	\$73.3	4,378	\$21.2	\$5.6
2007	\$ 399.6	\$381.8	\$81.0	4,661	\$23.0	\$6.5
2008	\$ 431.5	\$413.5	\$85.4	4,648	\$24.0	\$7.0
2009	\$ 384.9	\$369.0	\$88.0	4,823	\$23.2	\$6.8
2010	\$ 400.8	\$383.7	\$88.4	4,738	\$23.4	\$6.7
2011	\$ 413.8	\$396.6	\$93.9	4,803	\$22.9	\$6.9
2012	\$ 422.4	\$404.5	\$89.2	4,512	\$23.5	\$7.6

Office of the Governor- Economic Development and Tourism

*MILLIONS

**DOES NOT INCLUDE AIR TRANSPORT

<http://www.deanrunyan.com/TXTravellImpacts/TXTravellImpacts.html>

Tourism

There are many sights and attractions in and around College Station. As home of Texas A&M University, the George H.W. Bush Presidential Library, and several unique entertainment districts and venues, including the Northgate district and Wolf Pen Creek, visitors can experience

any number of activities.

According to the Office of the Governor - Economic Development and Tourism, the College Station-Bryan MSA saw 3.62 million persons visit the area, spending a total of 6.81 million person days in 2012. Additionally, it is

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projected that College Station-Bryan MSA, saw \$442.4 million in travel expenditures, supported 4,512 jobs with a payroll of \$89.2 million, and generated \$6.6 million in local taxes in 2012 (see Table 19). In 2012, the MSA was ranked 12th out of the 26 MSAs and Metropolitan Divisions (MD) in Texas for total person days spent in the College Station-Bryan MSA (Office of the Governor).

Hotel/motel taxes collected in College Station-Bryan totaled \$4.4 million in FY2013, up 20.5% compared to FY2012, indicating a healthy tourism market. A spike in the hotel occupancy rate can be seen during Texas A&M home football games and NCAA Championships, including competitions such as men’s baseball and women’s basketball, held on campus. In 2012, Texas A&M officially joined the Southeastern Conference (SEC) and attendance to athletic events increased nearly 98,000, a 15% increase over the 2011 levels (Texas A&M University News & Information Services). Texas A&M’s Division of Finance found that, especially with the University’s move to the SEC, visitors stayed in the Bryan-College Station area longer and spent more money.

Additionally, College Station is home to several major events throughout the year that generate a bulk of our tourism dollars including both National and International Fire Schools held at the Brayton Fire Training Field; USA/ASA Fast Pitch National Championships; PrimeTime Sports Texas State 7 on 7 Football Championships; as well as smaller, regional events such as World Fest, Duck Jam and Ziegfest. College Station has enjoyed increasing tax revenues from an increasing number of room nights sold (see Table 20). As seen in Table 7, the local occupancy rate has risen slightly between 2011 and 2012. However, the College Station-Bryan MSA continues to outpace the State’s occupancy (66%) thus far in 2013 by 5.4%.

Table 20; Hotel Data, College Station (2003-2012)

FISCAL YEAR	HOTEL TAX REVENUE	ROOM NIGHTS SOLD	OCCUPANCY RATE
2003	\$ 2,120,015.00	505,499	62.7%
2004	\$ 2,191,429.00	516,469	64.0%
2005	\$ 2,306,928.00	543,077	63.7%
2006	\$ 2,671,417.00	584,941	57.9%
2007	\$ 2,980,250.00	663,354	65.0%
2008	\$ 3,585,512.00	691,160	66.2%
2009	\$ 3,574,649.00	621,089	58.9%
2010	\$ 3,387,041.00	610,432	58.0%
2011	\$ 3,558,042.00	614,384	62.4%
2012	\$ 3,643,887.00	630,216	62.7%

Source: Comprehensive Annual Fiscal Report for Fiscal Year Ended September 30, 2012 & Texas A&M Real Estate Center

LAND USE

The City of College Station Future Land Use & Character Map (see Figure 5) consists of a variety of land uses that, when used in conjunction with the Community Assets and Images Map and the Concept Map, collectively form the preferred pattern of land development. The Future Land Use & Character Plan was adopted as a part of the Comprehensive Plan in 2009. Figure 6 depicts the land uses that existed when the future

Table 21: Future Land Use & Character

Designation	Acres in City	% of Total	Acres in ETJ	% of Total	Total Acres	% of Total
Neighborhood Conservation	1,425.98	4.61%		0.00%	1,425.98	1.03%
Rural	3.29	0.01%	83,680.70	77.76%	83,684.00	60.40%
Estate	3,413.67	11.04%		0.00%	3,413.67	2.46%
Restricted Suburban	4,007.13	12.96%	267.96	0.25%	4,275.09	3.09%
General Suburban	2,419.09	7.82%	595.43	0.55%	3,014.51	2.18%
Urban	2,826.74	9.14%	254.08	0.24%	3,080.82	2.22%
Urban Mixed Use	378.73	1.22%		0.00%	378.73	0.27%
General Commercial	772.07	2.50%	0.06	0.00%	772.13	0.56%
Suburban Commercial	916.02	2.96%	48.61	0.05%	964.63	0.70%
Business Park	845.16	2.73%	832.05	0.77%	1,677.22	1.21%
Institutional/Public	608.24	1.97%	55.14	0.05%	663.37	0.48%
Texas A&M University	4,729.39	15.29%		0.00%	4,729.39	3.41%
Natural Areas - Protected	1,094.45	3.54%	10.44	0.01%	1,104.89	0.80%
Natural Areas - Reserved	4,858.74	15.71%	21,370.34	19.86%	26,229.08	18.93%
Redevelopment Areas	629.68	2.04%		0.00%	629.68	0.45%
Water	44.39	0.14%	263.99	0.25%	308.38	0.22%
Utilities	63.86	0.21%		0.00%	63.86	0.05%
Medical Use	1,076.33	3.48%		0.00%	1,076.33	0.78%
Village Center	223.70	0.72%		0.00%	223.70	0.16%
Wellborn Business Park	74.71	0.24%		0.00%	74.71	0.05%
Wellborn Commercial	46.03	0.15%		0.00%	46.03	0.03%
Wellborn Estate	109.30	0.35%		0.00%	109.30	0.08%
Wellborn Estate - Open		0.00%	19.90	0.02%	19.90	0.01%
Wellborn Preserve	93.18	0.30%	18.10	0.02%	111.28	0.08%
Wellborn Preserve - Open	24.44	0.08%		0.00%	24.44	0.02%
Wellborn Restricted Suburban		0.00%	74.85	0.07%	74.85	0.05%
Wellborn Rural	223.64	0.72%	120.56	0.11%	344.20	0.25%
Wellborn Suburban	19.01	0.06%		0.00%	19.01	0.01%
TOTALS	30,926.96	100.00%	107,612.21	100.00%	138,539.17	100.00%

NOTE: The total area of the combined City limits and 5-mile ETJ is approximately 146,188.18 acres. The total area in the land use categories is 138,539.17 acres. The difference is within street and highway rights-of-way (7,649.01 acres, or roughly 5.2% of the overall area).

Totals down to decimal place level may vary slightly due to rounding.

*ETJ refers to the future 5-mile Extraterritorial Jurisdiction

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land uses and characters were developed.

The following sections will address the unique land use conditions that currently exist in College Station and its Extraterritorial Jurisdiction (ETJ).

Planned Land Uses

Based on the City's current Comprehensive Plan, Table 21 lists the planned land uses and the approximate acreage of each use designation, both within the City limits and the ETJ, as of October 2013. While the City does not have control over land use outside of the City limits, the land use designation for properties in the ETJ exists to reflect the City's desire for the future land use of those areas.

In order to provide for market flexibility, College Station's Comprehensive Plan has several designations that allow for development of multiple land uses. For example, the General Suburban designation is primarily for single-family residential development, but also

Table 22: Existing Land Uses (June 2010)

	USE	City Only	
		Acres	Percent
Residential	SINGLE-FAMILY RESIDENTIAL (detached and attached)	5,968.28	20.74%
	RURAL (large lot residential)	1,622.37	5.64%
	DUPLEX RESIDENTIAL	378.63	1.32%
	MULTI-FAMILY RESIDENTIAL	1,186.15	4.12%
	GROUP QUARTERS (nursing home, private dorm, etc)	65.96	0.23%
	MOBILE/MANUFACTURED HOME	145.58	0.51%
	TOTAL	9,366.98	32.55%
	Commercial	COMMERCIAL RETAIL	1,028.56
COMMERCIAL OFFICE		301.34	1.05%
COMMERCIAL OTHER		99.29	0.35%
TOTAL		1,429.19	4.97%
Industrial	COMMERCIAL-INDUSTRIAL (warehousing, distribution)	107.14	0.37%
	LIGHT INDUSTRIAL	143.64	0.50%
	TOTAL	250.78	0.87%
Public	PUBLIC FACILITIES (COCS, CSISD, Library, etc.)	807.26	2.81%
	SEMI-PUBLIC FACILITIES (religious institutions, hospitals)	338.95	1.18%
	TOTAL	1,146.21	3.98%
Texas A&M University	TEXAS A&M UNIVERSITY	5359.992905	18.63%
	TOTAL	5,359.99	18.63%
Other	AGRICULTURAL	568.5611571	1.98%
	UNDEVELOPED	8149.279529	28.32%
	STORMWATER DETENTION	69.7961037	0.24%
	COMMON SPACE	125.2903892	0.44%
	PARK SPACE	1,656.38	5.76%
	GREENWAY/FLOODPLAIN	523.0358578	1.82%
	TRANSPORTATION/UTILITIES	131.3058198	0.46%
	TOTAL	11,223.64	39.00%
TOTAL		28,776.79	

allows for development of townhomes and commercial under certain circumstances. Because of this, acreages of planned uses are estimated.

The largest planned land use for the City is 'Residential.' Approximately 49% of the City is planned to be developed for residential uses of varying density, ranging from lower density single-family uses to residential units included in vertical mixed-use developments. Another large planned use is 'Natural Areas.' Much of this land will remain undeveloped due to natural constraints, such as floodplain. The least utilized land use designation inside the City limits is 'Rural.' Rural is the most common designation in the ETJ, with almost 78% of the ETJ carrying this designation.

Existing Land Uses

Table 22 is an inventory of existing land uses in College Station, as of October 2013. Existing land uses are those currently developed within the City. While the existing land use designations are not identical to the Comprehensive Plan land use designations, general observations can be made using the two tables.

The Comprehensive Plan designates approximately 49% of the City's land area to residential uses in varying densities. Based on current land use information, approximately 33% of the land in College Station is developed for residential uses. The Comprehensive Plan designates approximately 10% of its land area for commercial uses, and approximately 6% of the City is currently developed as commercial. One reason for the difference in planned and developed area is the large amount of land in the City that is currently undeveloped, but that holds a land use designation in the Comprehensive Plan for future development. As adequate infrastructure becomes available and properties are ripe for development over the 20-year planning horizon, the discrepancy between the existing and proposed land uses will lessen.

Residential Uses

College Station offers a variety of housing types for its residents. The Future Land Use & Character Map designations for residential development include Estate, General Suburban, Neighborhood Conservation, Restricted Suburban, Rural, Urban Mixed-Use, and Urban, which includes any housing type with attached units, such as duplexes and apartments. As previously stated, the designations allow for flexibility in land use, so acreages of planned uses are estimated. Comparing the planned and the existing land uses (Tables 21 and 22), over 49% of the land in the City limits has been planned for residential uses and approximately 33% has been developed.

The majority of the residential land planned within the City is designated as Restricted Suburban and Estate, both exclusively single-family designations (Table 22). Estate is described in the Comprehensive Plan as

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having average 20,000 square foot lots and Restricted Suburban is described as having average 8,000 square foot lots.

Commercial

Just over half of the land area that has been planned for commercial uses has been developed for such uses. The Future Land Use & Character Plan calls for approximately 3,256 acres (or roughly 10% of the City) of commercial land use in the City, including Business Park, General Commercial, Suburban Commercial, Village Center, Wellborn Commercial, Wellborn Business Park and Urban Mixed Use designations. Because of the flexibility of the Plan, commercial can also be developed on properties designated as General Suburban, Urban, and Urban Mixed Use, in certain circumstances. Approximately 1,680 acres have been commercially developed, the majority of it for retail commercial uses that cater to the general population and attract regional sales tax dollars.

Redevelopment

The College Station Future Land Use & Character Plan has designated over 630 acres of land for Redevelopment. Areas designated for Redevelopment include properties along the Texas Avenue corridor, between Harvey Road and the northern City limits, properties within the Northgate district, properties located along the Harvey Road corridor, and properties located southeast of the intersection of George Bush Drive and Wellborn Road (F.M. 2154). The Comprehensive Plan calls for redevelopment of these areas because it is anticipated that a change in land use and character requires some form of direct market intervention by the City, including City-initiated rezoning, capital expenditures, or incentives such as an expedited review process. Other properties are expected to redevelop as well, but will likely experience a change in use based on market opportunities alone.

Two major rehabilitations have occurred along Texas Avenue since 2000—Central Station (formerly Culpepper Plaza) located on Texas Avenue, between Dominik Drive and Harvey Road (2006), and Texas Avenue Crossing (formerly Redmond Terrace) at the southwest corner of George Bush Drive and Texas Avenue (2002). These redevelopment projects included the rehabilitation of existing retail buildings and parking lots. Recent redevelopment projects along Texas Avenue include Northpoint Crossing (formerly the Plaza Hotel) into a mixed-use apartment complex located at the northwest corner of Texas Avenue and University Drive, and Home 2 Suites, a five-story hotel located north of the Northpoint Crossing development, behind the Hampton Inn on Texas Avenue.

Many of the redevelopment activities within the Northgate area include

residential units for the student population. The proximity of Northgate to a large university population has encouraged the development and redevelopment of various residential and commercial uses in the area. Over the past decade, the City has invested over \$30 million in the area's infrastructure. This investment has supported and is expected to continue to support redevelopment of the area.

Since 2012, the Northgate area has seen several major redevelopments, including Rise at Northgate, a 17-story apartment building with ground floor retail located between University Drive and Church Avenue. Located just north of Rise, across Church Avenue, is The Stack, a four-story apartment complex with ground floor retail that is a phased redevelopment of the University Square shopping center (Formerly Albertsons and Hurricane Harry's). Additional redevelopment consisting of a multi-story apartment complex is occurring in Northgate on Texas A&M University System property from South College Avenue to Dogwood Street.

Comprehensive Plan Amendments

The Unified Development Ordinance (UDO) was adopted by the City Council in June 2003 and, consistent with the Local Government Code, requires that all zoning map amendments (rezoning) be in compliance with the Comprehensive Plan. Since the adoption of the Comprehensive Plan in 2009, five applications for Future Land Use & Character Map amendments have been made to the City Council for their consideration. Of those, one amendment was approved, one was denied, and three are currently in review. The approved amendment to the Future Land Use & Character Map converted an infill tract of just over six acres from General Commercial and Natural Areas to Urban for a multi-family development. Additionally, as part of the Annual Review of the Comprehensive Plan, a 1.3 acre tract located along Earl Rudder Freeway was re-designated from General Suburban to Suburban Commercial.

As part of the City's Neighborhood, District, and Corridor planning efforts, the City has adopted five neighborhood plans that have amended the Future Land Use and Character Map. In total there have been 29 land use redesignations, including eight in the Central College Station Neighborhood Plan, seven in the Eastgate Neighborhood Plan, three in the Southside Area Neighborhood Plan, nine in the Wellborn Community Plan, and two in the South Knoll Area Neighborhood Plan.

In addition to the City's Neighborhood Planning effort, the City has partnered with the College Station Medical Center and other stakeholders to create the Medical District Master Plan, a focused healthcare and wellness district. This plan focuses on the general area around State Highway 6 and Rock Prairie Road and encompasses

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approximately 1,700 acres. The Medical District includes the College Station Medical Center and Scott & White Hospital. Changes to the Land Use and Character Map includes the creation of new land uses (Medical Use and Village Center), as well as the redesignation of much of the General Commercial and General Suburban land uses that were originally called for in the area.

Platting Activity

Growth and platting activity during the early years of College Station reflects the influence of Texas A&M University as the physical, economic, and social center of the City. Maps depicting the platting activity during this time show that the general pattern of development was focused almost completely along the corridors surrounding the University. This pattern of development continued into the 1960s. During this same time, the City began to see development in the ETJ with the platting of Harvey Hillside and Windwood subdivisions, but the majority of platting activity was still localized around the University and within the City limits.

After 1970, development began to move further south, and with increasing frequency, outside of the City limits. New development was occurring along the edges of the community during the 1970s and was located primarily around Harvey Mitchell Parkway (FM 2818). The 1980s also saw expansion of the City and development activity, but mainly around the previously developed areas. By the 1990s, development was as far south as Arrington Road, with the beginning of the Indian Lakes Subdivision.

Since 1990, development has continued to move south towards the City limits, past Greens Prairie Road/William D. Fitch Parkway (State Highway 40), and includes the Castlegate, Pebble Creek and Creek Meadows Subdivisions, and continued development of the ETJ. Between 2000 and June 2010, the City processed plats for over 9,000 lots with nearly 18% of those being in the ETJ. From 2010 to September 2013, the City processed plats for over 1,700 lots, with approximately 7.5% being in the ETJ. ETJ platting peaked in 2004, when over one-quarter of the lots platted that year were in the ETJ. These trends are depicted in Figure 7 below.

Extraterritorial Jurisdiction

The College Station Extraterritorial Jurisdiction (ETJ) has experienced a significant amount of development in the last several years. Much of that growth has stemmed from the subdivision of large, primarily agricultural, properties for urban-density residential development. This type of development outside of the City limits has altered the land use patterns and influenced growth trends in the ETJ. In light of this trend, which has been seen across the State, the Texas legislature recently enacted a State law addressing the preservation of agricultural land

during the municipal annexation process. This has resulted in the potential (owner-determined) protection of 3,734 acres (on 46 tracts) of agricultural land over the next 7-10 years through the City's non-annexation development agreements (see Figure 8).

College Station adopted a policy in 2006 stating water and sewer utility services will not be available to properties outside of the City limits without a petition for annexation. The policy provides that the City Council may grant exceptions through inter-local agreements for economic development, or for health and safety reasons. Several exceptions allowing for the extension of City sewer have been approved in the ETJ.

A combination of field survey and Brazos County Appraisal District information was used to record the land uses, as shown in Figure 9. The land use classifications are those used by the Brazos County Appraisal District. The intensity of uses in the ETJ is greater than the Comprehensive Plan anticipated, but the City cannot regulate land use outside of its City limits.

Annexation

Since incorporation in 1938, the City of College Station has taken an active role in annexing property into its City limits. College Station has added approximately 32,000 acres since incorporation. Between 1938 and 1960, the areas primarily surrounding Texas A&M University were brought into the City limits. At the time of incorporation, the City's ETJ extended one mile beyond the City limit line. As a result of population growth beyond 25,000 residents, the ETJ line was extended to two miles beyond the City limits in 1974. By 1980, the City had expanded along Earl Rudder Freeway (State Highway 6) down to Greens Prairie Road, currently referred to as William D. Fitch Parkway. When the City's population reached 50,000 residents in the 1980's, the ETJ was extended to 3.5 miles beyond the City limits (except as otherwise determined by agreement).

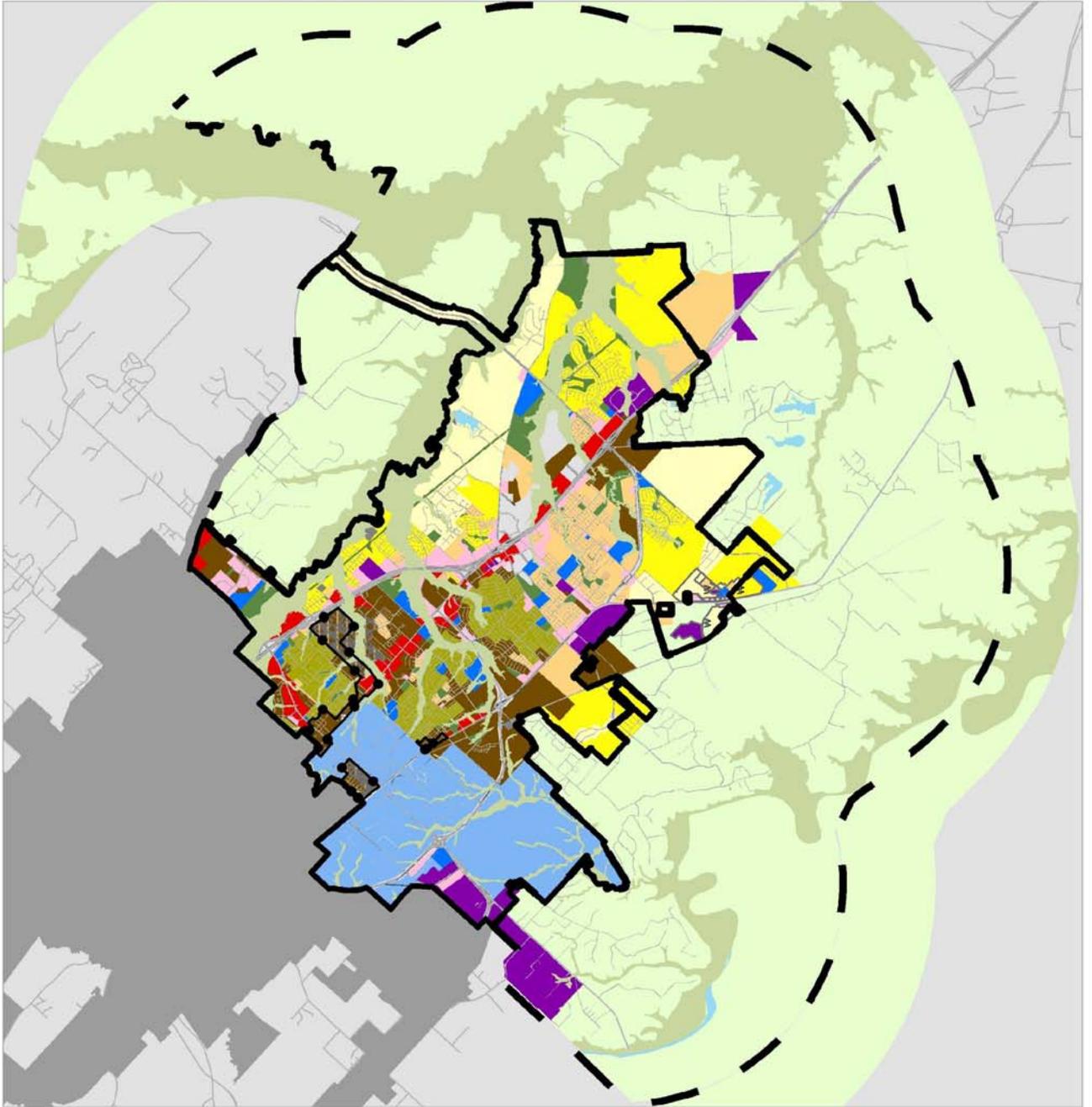
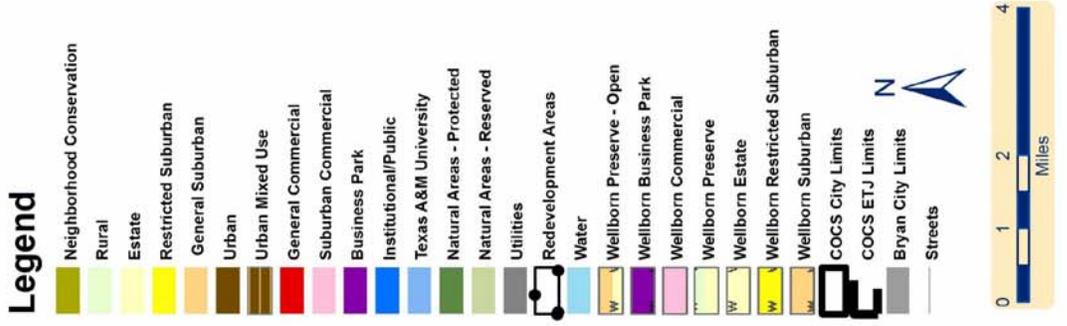
Annexations since 1990 have expanded the City limit lines further east along Carter Creek and south and west along Wellborn Road, where the City limits currently exist today. The City's ETJ may expand to five miles beyond the City limits when the population reaches 100,000, which is anticipated in 2013.

In 2006, the City began the process to create an annexation program for land under the exempt status, according to the Texas Local Government Code. The Texas legislature enacted a State law to preserve agricultural land and protect it from municipal annexation. As a part of the law, the City is required to offer development agreements to the property owners of agriculturally appraised land, which protects the land from annexation for 10 years if the property maintains agricultural status and remains

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undeveloped. The City has entered into development agreements on approximately 3,416 acres of agricultural land initially proposed for annexation. On March 29, 2008, the City annexed approximately 1,526 acres of property with exempt status, increasing the City size to 49.6 square miles. In 2009 the City entered into non-annexation development agreements on 289 acres (and in 2010, 7 acres were released from the non-annexation development agreement upon petition for annexation) for a total of 3,698 acres (on 43 tracts). In 2010, the City added approximately 60 acres to the City by petition for annexation. In 2011, the City entered into three non-annexation development agreements on 35.9 acres (for a total of 3,734 acres on 46 tracts) and annexed approximately 649 acres of property with exempt status, increasing the current size of the City to 32,510 acres or 50.8 square miles.

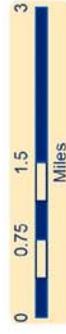
Figure 5
City of College Station
Comprehensive Plan
Land Use Plan



Source: City of College Station

Figure 6
City of College Station
Existing Land Uses

- Legend**
- Single-Family Residential (townhouse)
 - Duplex Residential
 - Multi-Family
 - Group Quarters (Nursing home, dorm, etc)
 - Mobile/Manufactured Home
 - Commercial Retail (Banks, hotels)
 - Commercial Office
 - Commercial Other
 - Commercial - Industrial (Warehousing/Distribution)
 - Light Industrial
 - Public Facilities (COCS, CSISD, Library)
 - Semi-Public (Religious, hospitals)
 - TAMU (Eastwood)
 - Transportation, Utilities & Communication
 - Park
 - Greenway
 - Drainage
 - Agricultural
 - Rural (Large lot, >= 5 acres)
 - Unimproved
 - COCS City Limits
 - COCS ETJ Limits
 - Bryan City Limits
 - Streets



Source: City of College Station

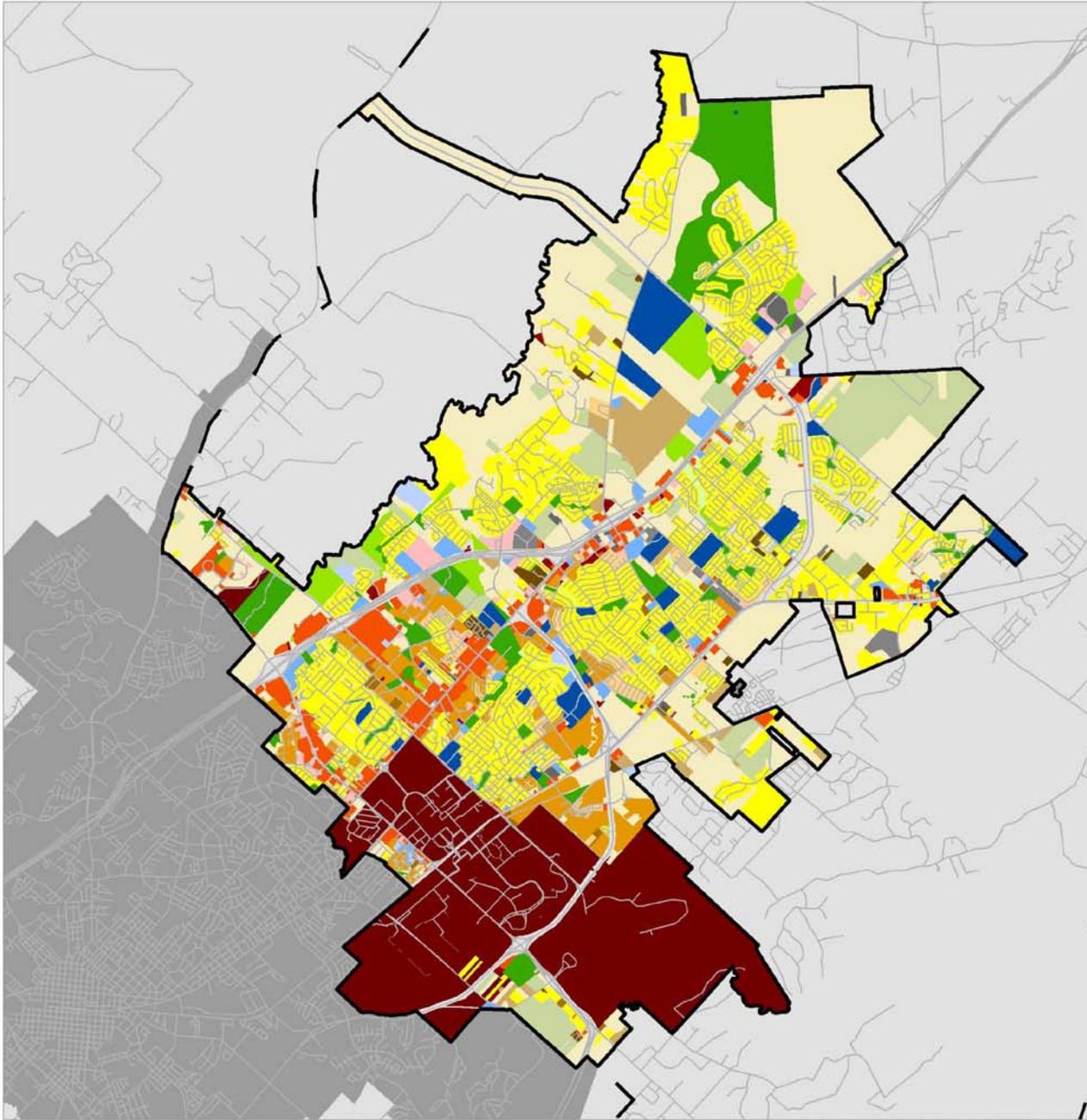


Figure 7
City of College Station
Platted Growth

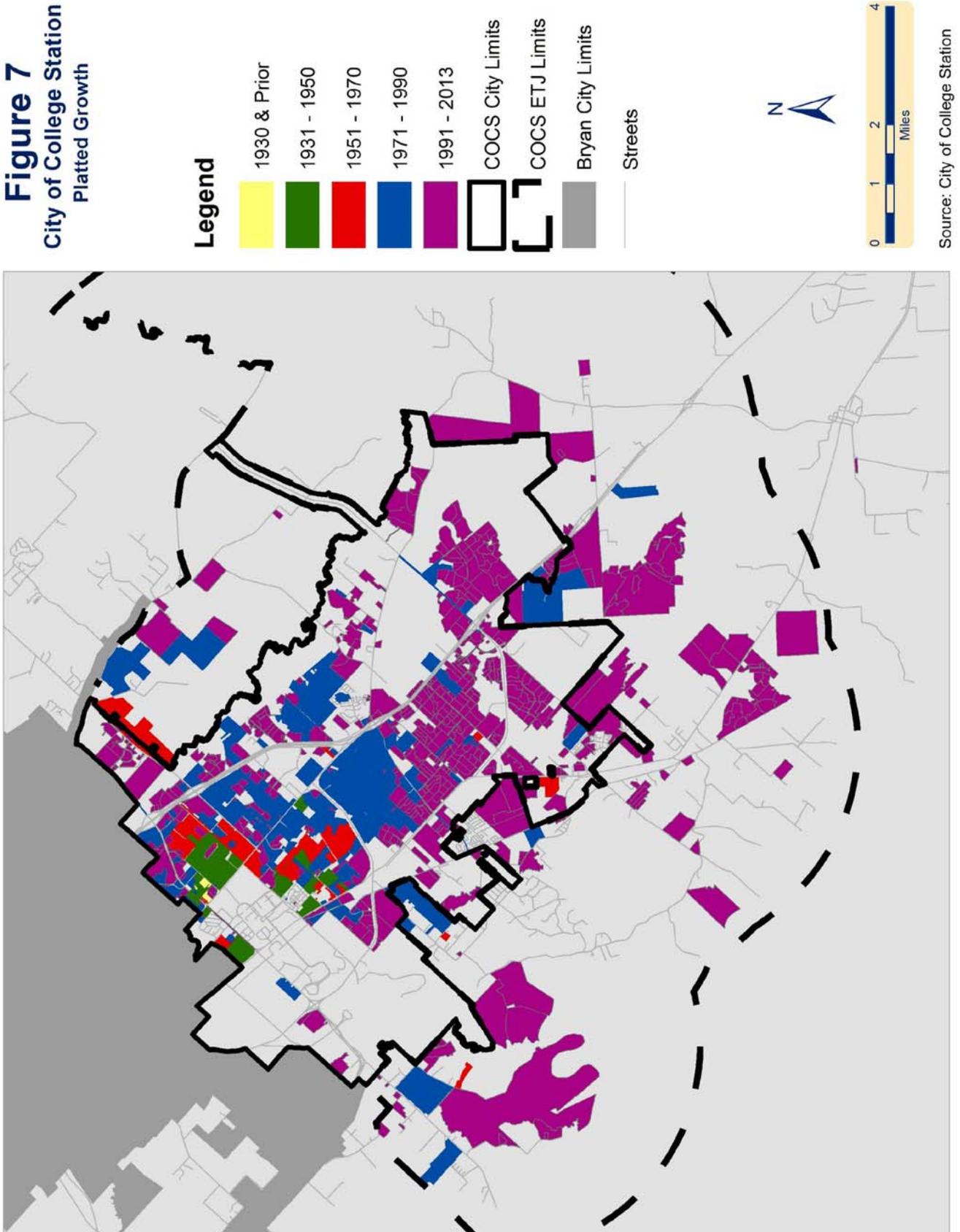
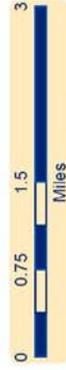


Figure 8
City of College Station
Non-Annexation
Development Agreements

- Legend**
- Development Agreements
 - COCs City Limits
 - COCs ETJ Limits
 - Bryan City Limits
 - Streets



Source: City of College Station

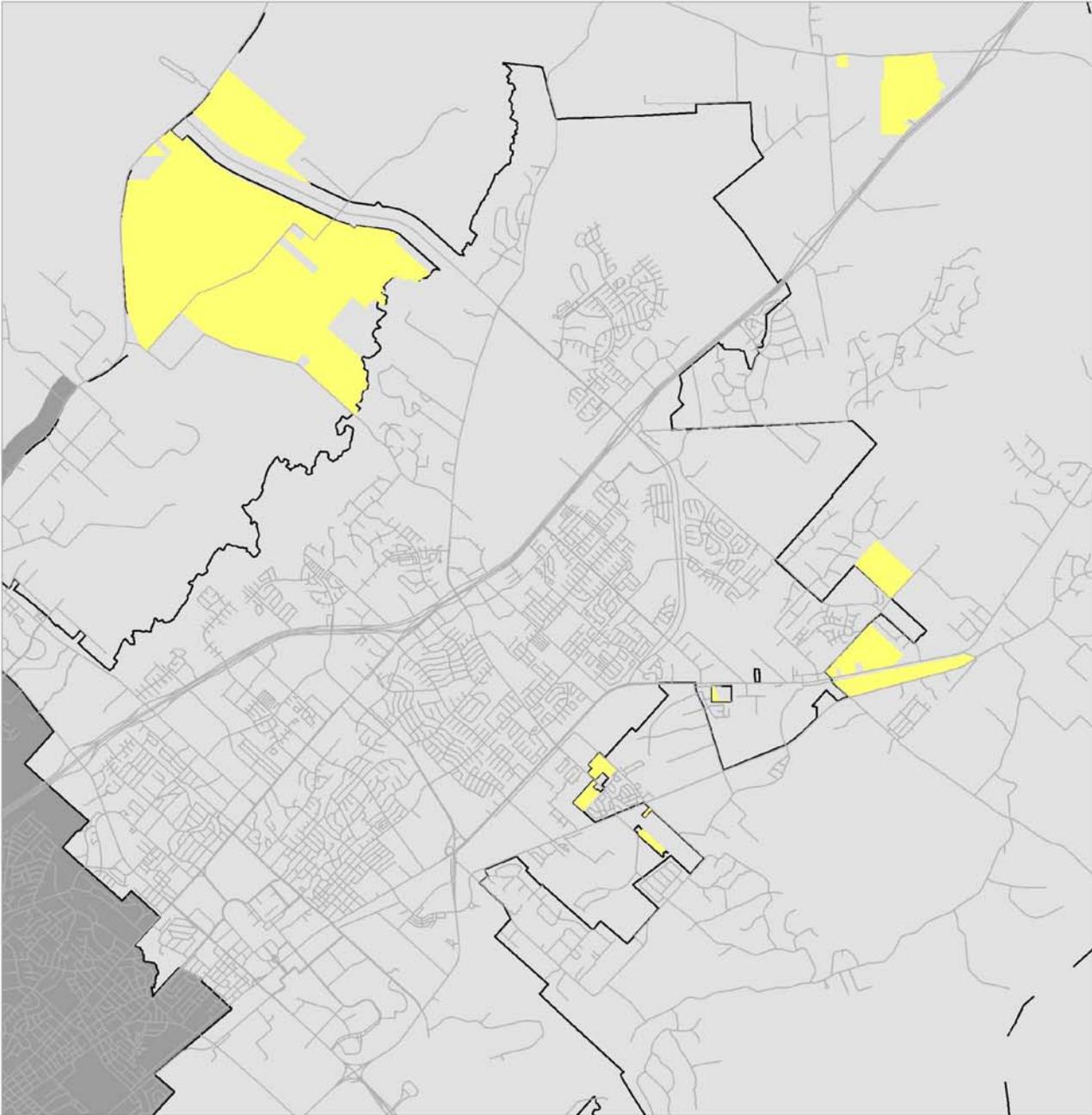
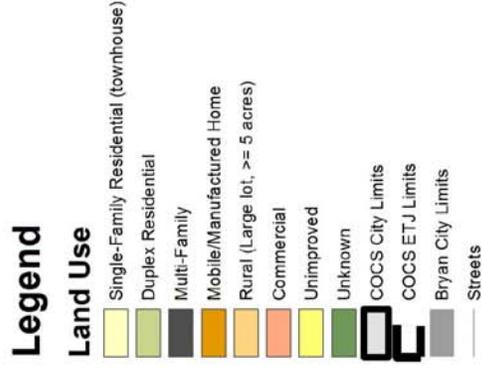
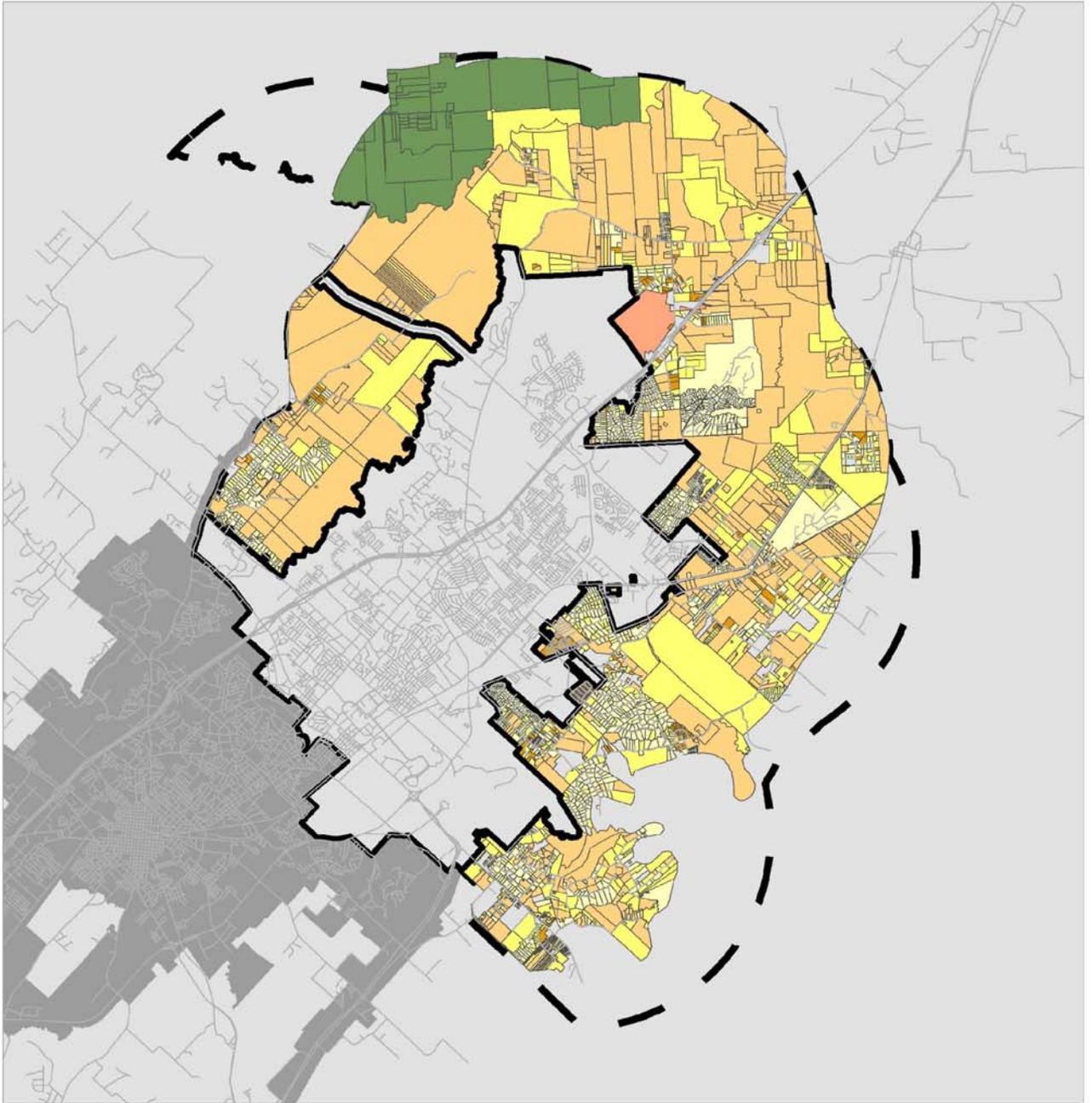


Figure 9
City of College Station
ETJ Existing Land Uses



Source: City of College Station
*Based on 2006 COCS Study



PUBLIC FACILITIES

Arts

The City of College Station supports the arts and partners with the Arts Council of Brazos Valley in the display of public art. There are currently 22 pieces of public art on display throughout the City, with five being located at the Arts Council of Brazos Valley building located in Wolf Pen Creek on the northeast corner of Dartmouth Street and Colgate Street. The Parks & Recreation Department is responsible for maintenance around public art, but is not for the maintenance the artwork itself. At present, there is only one location in the City that is reserved for future installation of public art - the southwest corner of University Drive and State Highway 6, next to the Scott and White Clinic.

Public Art in the City of College Station



Photo Credit: City of College Station

In total, there are over 60 regional not-for-profit arts, culture and heritage affiliate organizations that are represented by the Arts Council of Brazos Valley. The Council supports these organizations by providing funding, technical support, promotional services and partnership building.

From November 2005 to May 2006, the George Bush Presidential Library and Museum provided funding for the "Locomotives on Parade" public art project. Forty-one fiberglass locomotives, sponsored by citizens and local businesses and painted by artists, were located throughout the Brazos Valley. These locomotives were sold at an auction event held at the Museum, and many are still on display at businesses in the Brazos Valley.

Infrastructure

Electric

The primary electric provider in College Station is College Station Utilities (CSU). Presently, they serve more than 36,300 customers. For the year 2012, the average monthly kilowatt hours (KWH) sold for residential customer accounts was 1,037. This translates to a monthly bill of \$135. For commercial customer accounts the average monthly total was 10,217 KWH, which translates to a monthly bill of \$1,225. CSU is a wholesale power purchaser and does not currently have generation capabilities. Power is supplied by American Electric Power from plants located around the State of Texas. Delivery is on the State transmission grid, Electric Reliability Council of Texas (ERCOT).

There are six electrical substations located in College Station, with another two that are currently in the planning or construction process. These six substations have a capacity of 425 Megavolts (MVA), which is capable of meeting a peak demand of at least 245 MVA, while maintaining emergency backstand capability for the substation transformers. There are approximately 20 miles of 138 Kilovolt (kV) electric transmission lines in College Station. The electric distribution system consists of over 450 miles of lines, with approximately 44% of those being overhead and 56% being underground. The City adopted a policy in 1992 to require that electric lines be installed underground inside new developments and subdivisions. The City has removed overhead electric lines on portions of major corridors, including University Drive, Texas Avenue, Southwest Parkway, and Harvey Road as part of this effort.

CSU has policies for purchasing excess power produced by customers with forms of Distributed Generation, such as solar panels. Rebate programs have been offered to provide incentives for these types of installations.

Other service providers include Bryan Texas Utilities (BTU), A&M Energy, and Entergy. BTU serves the City of Bryan, rural areas of Brazos County, and areas of the City of College Station annexed after 2000. A&M Energy provides service to the Texas A&M University campus and its facilities. Entergy provides service to areas located south of the Texas World Speedway, located east of State Highway 6, approximately three miles south of its intersection with William D. Fitch Parkway.

Water

Local water and wastewater services are primarily through the Water Services Department of College Station Utilities. The water system is rated "Superior" by the State of Texas and has received awards for outstanding operations and maintenance from the Environmental Protection Agency. The "Superior" designation stays in place until such a time that the criteria is not met.

The Water Services Department produces between three to four billion gallons of drinking water per year for consumption, and is capable of producing up to 27 million gallons of drinking water each day. Per capita usage of water is averaged out over several years and for the City of College Station is an average of 151 gallons of water per day, per person (gpcd). Overall water consumption has not steadily increased, but in July 2011, as a result of a drought, record high monthly water consumption was set, and by November the running annual average was at 181 gpcd. The water system includes over 380 miles of water distribution lines, nine groundwater wells, two pump stations, two ground storage tanks and two

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elevated storage tanks. The elevated storage tanks provide an adequate supply of water pressure for use in homes, businesses, and for fire protection within the City.

Water pumped from the nine deep wells, on City-owned land, are located over the Carrizo-Wilcox Aquifer, in the Carrizo, Sparta, and Simsboro Sand formations. The City of College Station currently has well permits pending for two new groundwater wells, with no anticipated date for approval.

Other water utility providers serving the City of College Station and its ETJ, based on Certificate of Convenience and Necessity (CCN) locations, include Wellborn Water Supply, Wickson Creek Special Utility District, and Brushy Water Supply (see Figure 10).

College Station Utilities maintains over 6,000 manholes and a network of over 325 miles of wastewater collection lines. This system carries wastewater to one of two wastewater treatment plants owned and operated by the City of College Station - the Carter Creek Wastewater Treatment Plant (CCWWTP) and the Lick Creek Wastewater Treatment Plant (LCWWTP). The system relies on gravity to move the wastewater and when that is not enough, there are 13 lift stations that pump the wastewater through the network. The Carter Creek WWTP has a treatment capacity of 9.5 million gallons per day and serves the majority of College Station. The Lick Creek WWTP has a treatment capacity of two million gallons per day and treats wastewater from the Pebble Creek subdivision and the growing south side of College Station. Currently, the two treatment plants combined process over 2.55 billion gallons of wastewater per year.

In late summer 2012, the City completed its first reclaimed water system at Veterans Park & Athletic Complex. The reclaimed water is the sustainable use of treated effluent from Carters Creek Wastewater Treatment Park to be used for irrigation, water features, and other non-potable purposes. The high-quality recycled water will save about 25 million gallons of drinking water each year. Future plans include water reuse for irrigation at additional parks, including Central Park. Additionally, the City has rainwater harvesting cisterns at the College Station Utilities Meeting and Training Facility and at Steven C. Beachy Central Park. Both of these sites serve as a demonstration to the public, as well as provide valuable water savings.

Landfill

The Cities of Bryan and College Station joined together in 1990 to create the Brazos Valley Solid Waste Management Agency (BVSWMA). In 2010, BVSWMA, Inc. was formed as a non-profit local governmental

corporation under a joint agreement between the two cities. BVSWMA, Inc. contracts City of College Station employees to operate the landfill. In July 2011, the former Rock Prairie Landfill reached its capacity and was closed. BVSWMA now operates from the new Twin Oaks Landfill located on 610-acres off of Highway 30 in Grimes County. The Twin Oaks Landfill, a Subtitle D landfill, accepts an estimated 1,000 plus tons of solid waste per day primarily from the seven county region including Brazos, Burleson, Grimes, Leon, Madison, Washington, and Robertson Counties, and Texas A&M University. Because the landfill is the only Type 1 facility between Austin and Houston, it currently accepts solid waste from 19 counties.

The City's Sanitation Division currently operates 25 vehicles, with 10 vehicles utilized for commercial waste collection and 15 vehicles utilized for residential waste collection and recycling. There are plans to add an additional vehicle for residential waste collection and recycling in the near future.

Franchises

Oil and gas pipeline operation in the City is provided by Energy Transfer Company (ETC) Texas Pipeline, LTD. They are responsible for gas gathering and have roughly 31,000 feet of pipeline in the City. Cable television and internet is provided through Suddenlink Communications. Telephone service and internet is also provided by Verizon. Natural gas is distributed by Atmos Energy and College Station is part of their Mid-Tex Service Area. There are 15 total areas in this group, including Dallas, Denton, Round Rock, Waco, Abilene and Wichita Falls.

Induction of new police officers



Photo Credit: City of College Station

Emergency Services

Police

The College Station Police Department is responsible for the protection of life, liberty, and property for people that are within the City limits. It provides these services through various means including: enforcement of criminal laws and ordinances, providing education, recovery of property, animal control, traffic enforcement, and investigation of crimes. Jurisdiction is shared with the Texas Department of Public Safety, Texas A&M University Police Department, Federal law enforcement agencies, the Brazos County Sheriff's Department, and the constables and Justice of the Peace courts having jurisdiction within the City limits of College Station.

The Police Department is divided into three primary divisions: (1) Operations Support Bureau, (2) Field Operations Bureau, and (3) Administrative Services Bureau. The department is comprised of 195 personnel with 131 sworn positions and 64 civilian positions.

The City is divided into three sectors, with each sector under the command of a Police Lieutenant. Each sector is divided into beats with a total of eight beats. A Police Sergeant is assigned to each beat and has primary responsibility for the quality of life and crime issues affecting their assigned beats. This is done to ensure faster response time to citizens' calls for assistance and to make the officers more familiar with an area and its residents.

CSPD received accredited status by the Commission on Accreditation for Law Enforcement Agencies, Inc (CALEA). CALEA was created as a credentialing authority through the joint effort of law enforcement's major executive associations. They examined the department's policy and procedures, management, operations and support services. This is the seventh time CSPD receives this recognition. PD also received

Table 23: Police Incidents, College Station (2011-2012)

	2011	2012	Percent Change
Major Offenses			
Murder	1	4	300%
Rape	34	37	9%
Robbery	30	36	20%
Agg. Assault	61	61	0%
Theft	1,720	1,476	-14%
Vehicle Theft	43	36	-16%
Burglary Total	1,313	931	-29%
Habitation	472	351	-26%
Building	110	160	45%
Vehicle	728	410	-44%
Coin op machine	3	10	233%
Total Major Offenses	3,202	2,581	-19%
Arrests			
Misdemeanor	4,144	3,983	-4%
Felony	469	435	-7%
Total	4,613	4,418	-4%
Citations			
Hazardous	12,267	10,712	-13%
Non-Hazardous	5,921	11,590	96%
Non-Traffic	3,180	3,008	-5%
Warning	21,316	18,597	-13%
Total	42,690	43,907	3%
Accidents			
Major	491	484	-1%
Minor	1,376	1,498	9%
Fatality	6	7	17%
Non-Reportable	341	362	6%
Total	2,214	2,351	6%
Alcohol-Related	76	95	25%

Source: City of College Station

College Station Fire Station #6



Photo Credit: City of College Station

"Accreditation with Excellence" for its effective use of accreditation as a model for the delivery of enhanced public services and management professionalism.

In 2012, 133,538 police incidents were handled. Overall, major crime offenses (Part 1 Crimes) were down 19% from 2011 and arrests were down slightly (4%).

The greatest increases in crimes were in murder, which increased from one offense in 2011 to four in 2012, and in burglary of coin operated machines, which increased from 3 offenses in 2011 to 10 offenses in 2012 (see Table 26).

There are several traffic accident "hot spots" in College Station. The primary six are located at the intersections of University Drive and Wellborn Road, University and College Avenue, University Drive and Texas Avenue, Texas Avenue and Harvey Road, Holleman Drive and Wellborn Road, and Harvey Road near Scarlett O'Hara Drive (see Figure 12).

Fire

The City of College Station Fire Department provides fire suppression, emergency medical response and transport, and special operations response to the 99,840 citizens that are within the 50.8 square miles of the College Station City limits. The Fire Department is divided into three main divisions: (1) Administration, (2) Emergency Response Operations, and (3) the Fire Marshal's Office. The department is comprised of 137 personnel, of which 123 are shift personnel (EMS and Firefighters).

The primary response area for Emergency Medical Services (EMS) is the City of College Station and southern Brazos County. Secondary response includes automatic aid with the Bryan Fire Department and mutual aid to the Texas A&M campus. The primary response area for Fire is the City of College Station and the Texas A&M University campus. Secondary response includes automatic aid with the Bryan Fire Department and mutual aid with Brazos County Volunteers. Mutual aid agreements for both EMS and Fire are in place with Texas A&M EMS, St. Joseph EMS, Texas

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A&M Health and Safety, and the Brayton Fire Training School for times of extreme need.

In 2012, the Fire Department responded to over 6,800 calls for service. This represents a 1% increase over calendar year 2011. Emergency Medical Services-related calls accounted for approximately 68% of these calls. The department strives to achieve a maximum of a 5.5 minute drive time to 90% of all calls. Prior to the opening of Station No. 6 on University Drive, the performance was at 83% and has risen to 87%.

There are currently six fire stations in College Station, five of which are owned by the City (see Figure 13). The Fire stations are located throughout the City at Holleman Drive (Fire Station #1), along Rio Grande (Fire Station #2), along Barron Road (Fire Station #3), at Easterwood Airport (Fire Station #4—owned by Texas A&M/Easterwood Airport), along Rock Prairie Road (Fire Station #5), and along University Drive (Fire Station #6). Fire Station #6 at the intersection of University Drive and Tarrow is the newest facility and was completed in 2012. There are plans for an additional fire station in College Station at Royder Road, just northwest of Greens Prairie Trail.

The College Station Fire Department has an Insurance Service Office (ISO) Public Protection Classification (PPC) of 2. ISO classifies communities from 1 (the best) to 10 (the worst) based on how well they score on the ISO Fire Suppression Rating Schedule. ISO bases this score on a number of factors including training, staffing, number of fire stations, equipment dispatched to fires, equipment on trucks, fire prevention, investigation, fire safety education, construction code enforcement, hydrant maintenance, water supply, and the ability of the 911 center to answer and dispatch calls. Insurance companies use PPC information to establish fire insurance rates for homeowners in the City. A lower rating can result in savings to homeowners in the City due to lower insurance premiums.

Parks and Recreation

The City of College Station provides park and recreational opportunities through the Parks and Recreation Department (PARD), whose mission is “to provide a diversity of facilities and leisure services that are geographically and demographically accessible to our citizens.” The Parks and Recreation Department is responsible for the design, construction, and operation of park facilities and the development and implementation of recreation programs. The Department is comprised of five divisions: (1) Administration, (2) Recreation, (3) Special Facilities, (4)

Wolf Peen Creek Park and Amphitheater

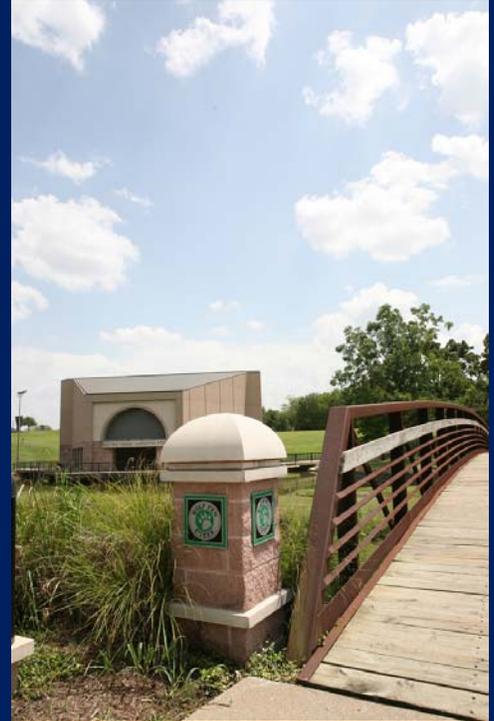


Photo Credit: City of College Station

Chart 24: College Station Independent School District Growth (1993-2013)

School Year	Enrollment (% growth)	School Year	Enrollment (% growth)
1993-1994	6,150 (N/A)	2003-2004	7,900 (2.93)
1994-1995	6,410(4.23)	2004-2005	8,198 (3.77)
1995-1996	6,545 (2.11)	2005-2006	8,724 (6.42)
1996-1997	6,939 (6.02)	2006-2007	8,835 (1.27)
1997-1998	7,153 (2.82)	2007-2008	9,172 (3.81)
1998-1999	7,194 (0.57)	2008-2009	9,712 (5.89)
1999-2000	7,264 (0.97)	2009-2010	10,061 (3.59)
2000-2001	7,317 (0.73)	2010-2011	10,360 (2.97)
2001-2002	7,424 (1.46)	2011-2012	10,613 (2.44)
2002-2003	7,675 (3.38)	2012-2013	11,029 (3.92)

Source: College Station Independent School District

Parks Operations, and (5) Forestry.

College Station has 57 parks, which total almost 1,356 acres of parkland (see Figure 14). They include 39 neighborhood parks, eight community parks, seven mini-parks, two regional parks, and an arboretum. The two regional parks (Lick Creek Park and Veterans Park) make up 704 acres, accounting for more than half of the City's parkland. In addition, there are two municipal cemeteries totaling 76 acres that are not included in the total acreage. The amount of parkland per 1000 residents is calculated at 13.59 acres. The Parks and Recreation Department is

responsible for over 70 buildings and facilities, including a headquarters at Stephen C. Beachy Central Park, the Lincoln Recreation Center, the Wolf Pen Creek Amphitheater, and a public library. The College Station Larry J. Ringer Library is part of the Bryan-College Station Library system governed by the City of Bryan and operated through an interlocal agreement between the cities of College Station and Bryan.

K-12 Education

The College Station Independent School District (CSISD), one of Texas' fastest growing school districts, serves the majority of residents in the City (see Figure 16). It is comprised of eight elementary schools, two intermediate schools, two middle schools, two high schools and an alternative high school campus (see Figure 15).

As of the last day of the first six weeks in the 2013-2014 school year, there were 11,639 students enrolled in CSISD schools, an increase of 610 students from the previous school year. The School District has grown 4,375 students since 2000. Approximately 35% of all residential addresses within the City have CSISD students.

In recent years CSISD has completed and open several new schools. Greens Prairie Elementary opened in August 2011, located at the intersection of Greens Prairie Trail and Royder Road. The new high school, College Station High School, located at the intersection of Barron Road and Victoria Avenue adjacent to the Sonoma Subdivision, opened in August of 2012.

Currently, the CSISD tax rate is \$1.32 per \$100 valuation. This is an increase of \$0.07 from the previously approved rate. \$1.04 is used for the purposes of maintenance and operation and the remaining \$0.28 is for the purpose of payment of principal and interest on debt.

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There are two other school districts that serve a small proportion of students located within the City of College Station limits and its Extraterritorial Jurisdiction (ETJ). Generally, Bryan ISD serves College Station residents east of Carter Creek and west side of Easterwood Airport. Navasota ISD serves the southernmost portion of College Station's ETJ, just south of Peach Creek.

Higher Education

College Station is home to Texas A&M University—a land-grant, sea-grant, and space-grant institution. It is comprised of 5,200 acres that house more than 100 buildings and a 434-acre research park. Texas A&M University is currently ranked among the nation's top 5 largest universities with a record enrollment of 58,809 students at its campuses. Main Campus (including the College Station Campus and the School of Law with 770 enrolled students), is also at an all time high at 53,672. There are almost 16,000 new students at Main Campus for the fall 2013 semester, a 4% increase over the fall 2012 enrollment of 50,227. Historically, fall enrollment increases at a rate of about 1% each year.

The University has 10 colleges and offers over 120 undergraduate degree programs and more than 240 master's and Ph.D. programs to choose from. Recently, Texas A&M was named No. 2, and the only public university in Texas, among the top 50 national universities in the "Great Schools, Great Prices" category of the 2014 ratings by U.S. News & World Report. Texas A&M University completed its Master Plan in 2004. The Master Plan is intended to provide a strategic and tactical guide for the physical development of the campus over the next 50 years and align that development with the ideals of the Vision 2020 plan set forth by the University.

Also located within the College Station-Bryan MSA is one of four Blinn Community College campuses. This college is located in Bryan and holds classes for over 12,700 students. Blinn College offers three types of education programs: transfer, technical, and workforce. More students transfer from Blinn to Texas A&M University than to any other college.

Statue of Sul Ross and the Academic Building at Texas A&M University

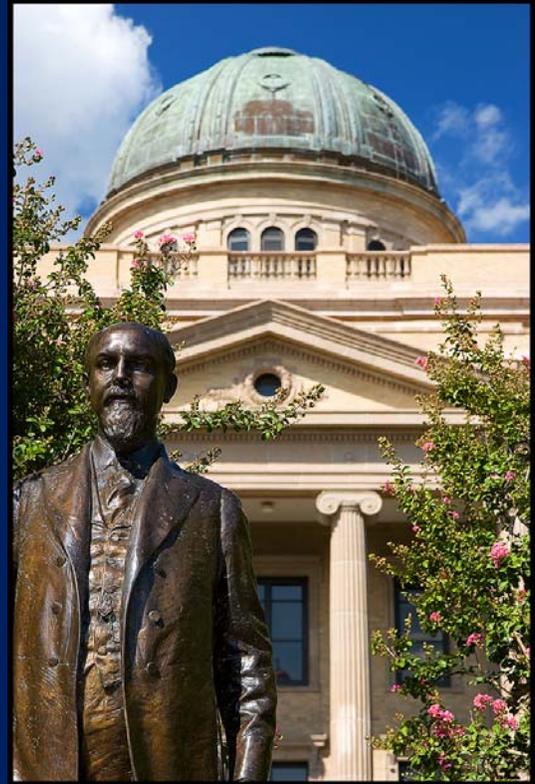


Photo Credit: Casey Morris from www.flicker.com

Figure 10
City of College Station
Water Certificates of
Convenience and Necessity

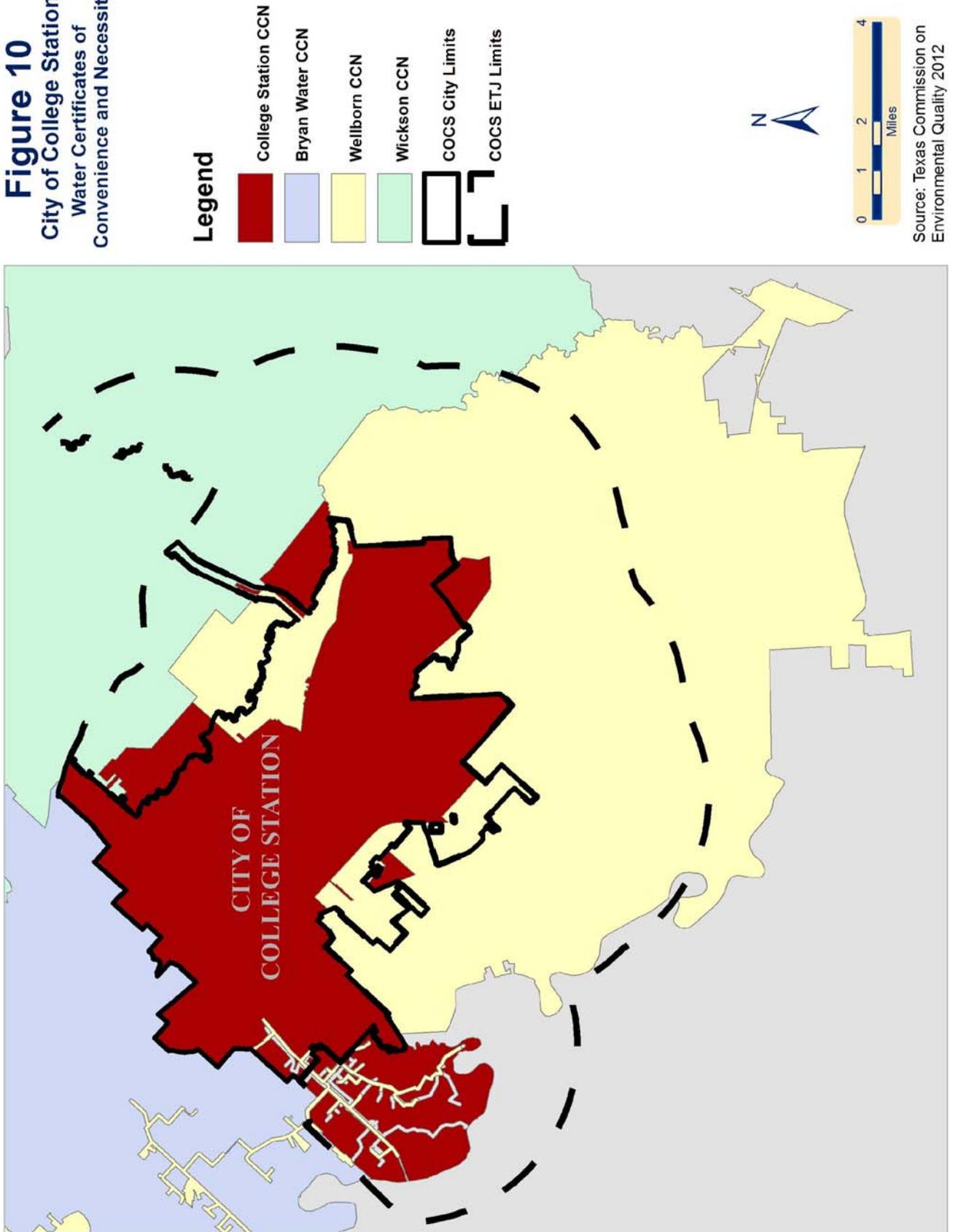
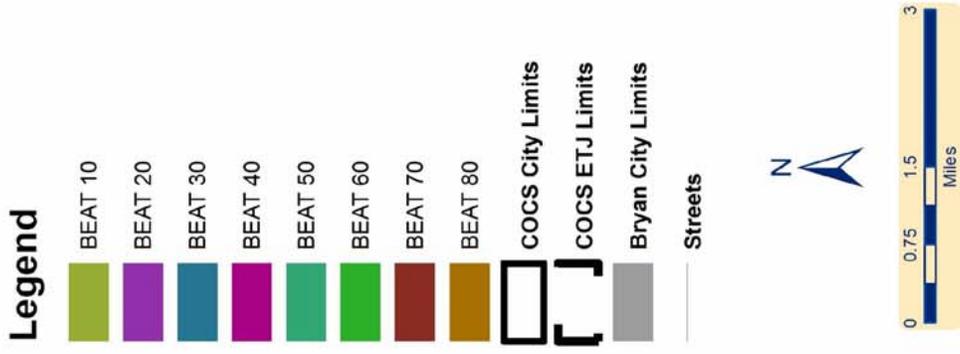


Figure 11
City of College Station
Police Department
2013 Primary Beats



Source: City of College Station
*CSPD are not first responders to TAMU campus

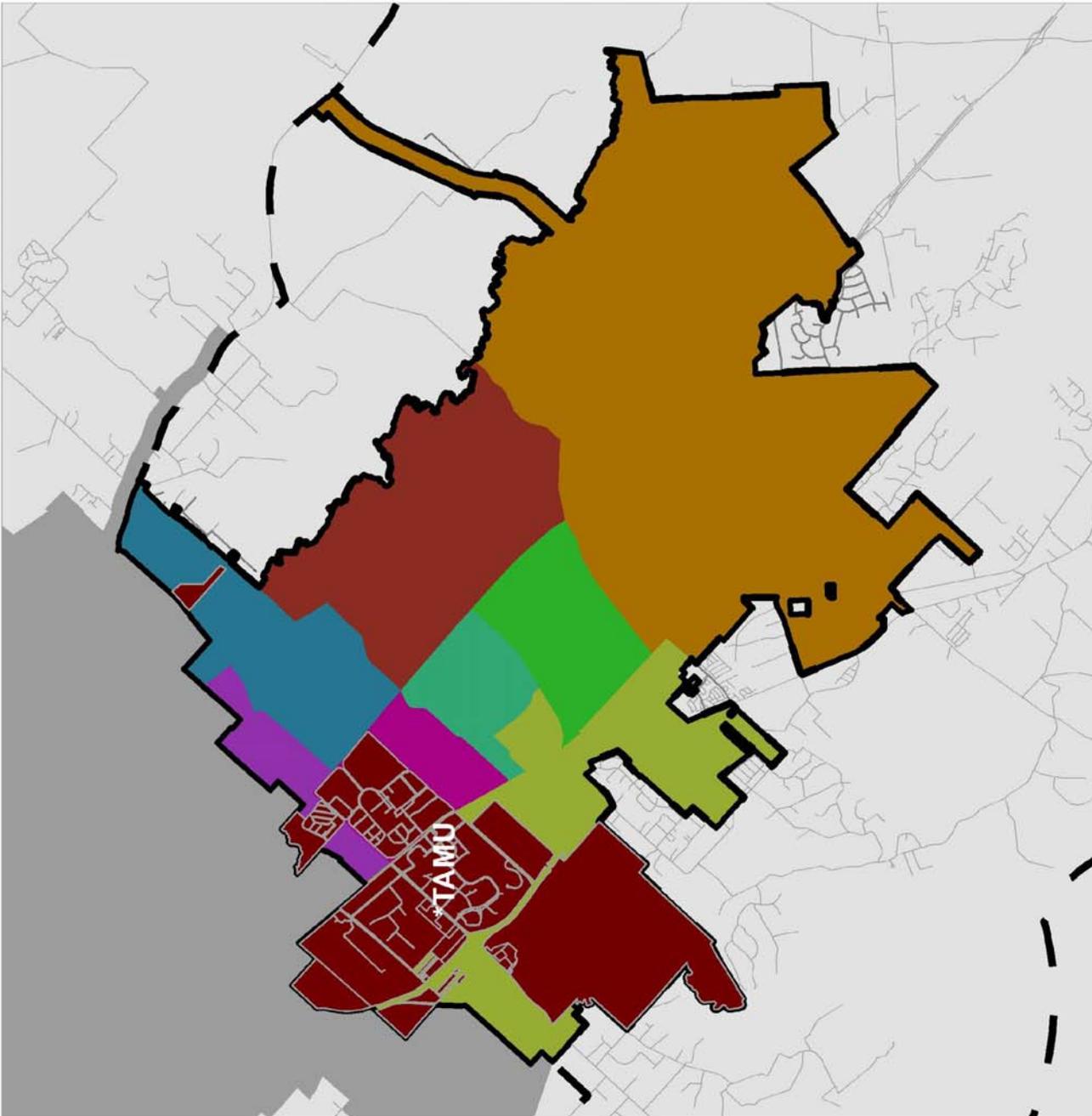
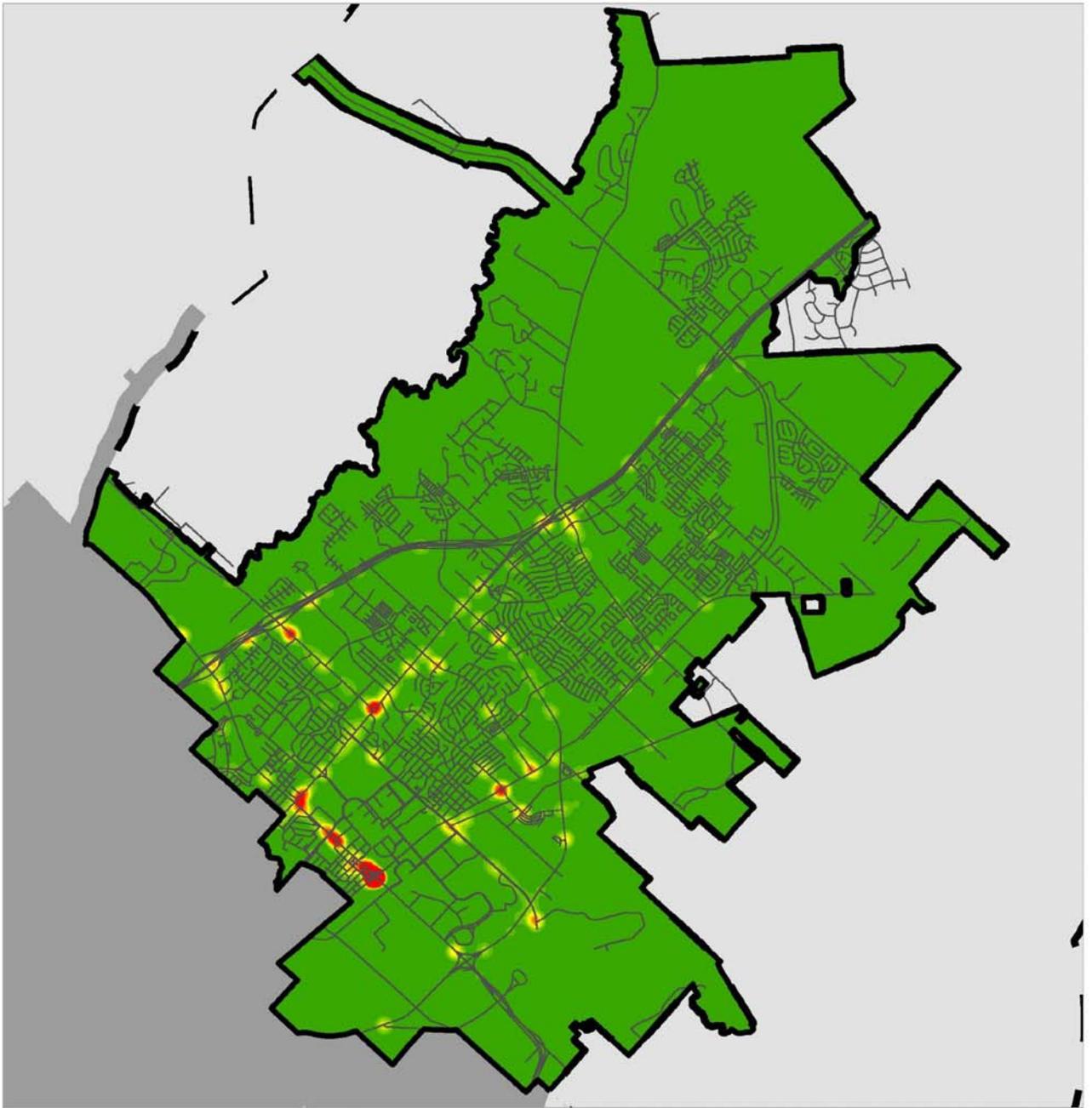
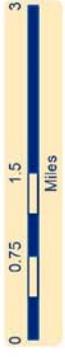


Figure 12
City of College Station
Traffic Accident Hot Spots
2012



- Legend**
- 0 - 110.9796414
 - 110.9796415 - 221.9592828
 - 221.9592829 - 332.9389242
 - 332.9389243 - 443.9185655
 - 443.9185656 - 554.8982069
 - 554.898207 - 665.8778483
 - 665.8778484 - 776.8574897
 - 776.8574898 - 887.8371311
 - 887.8371312 - 998.8167725
 - COCS City Limits
 - COCS ETJ Limits
 - Bryan City Limits



Source: City of College Station

Figure 13
City of College Station
Fire Stations & Districts

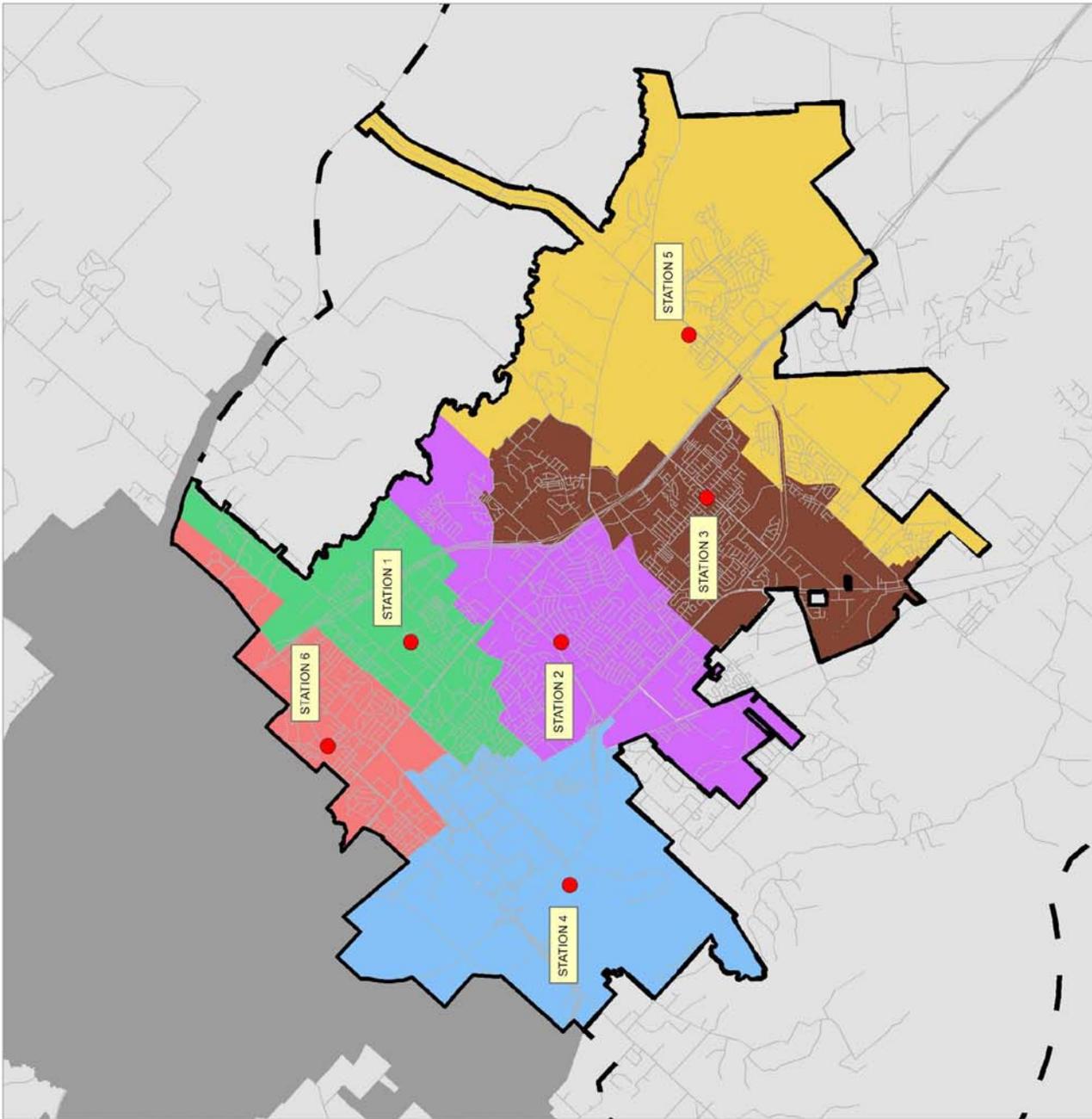
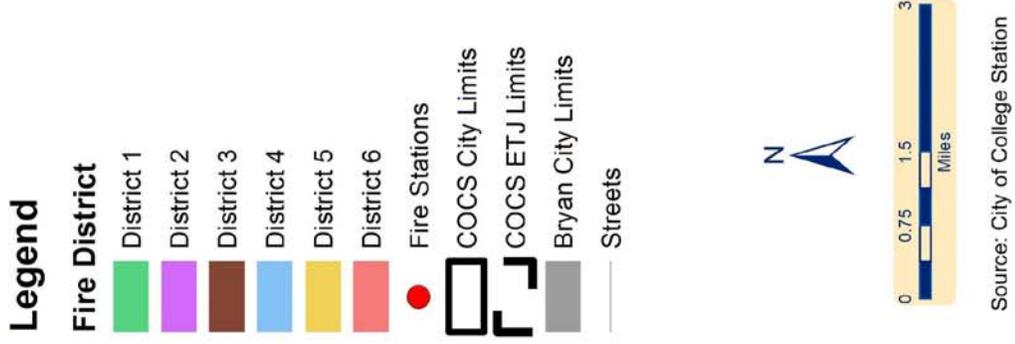
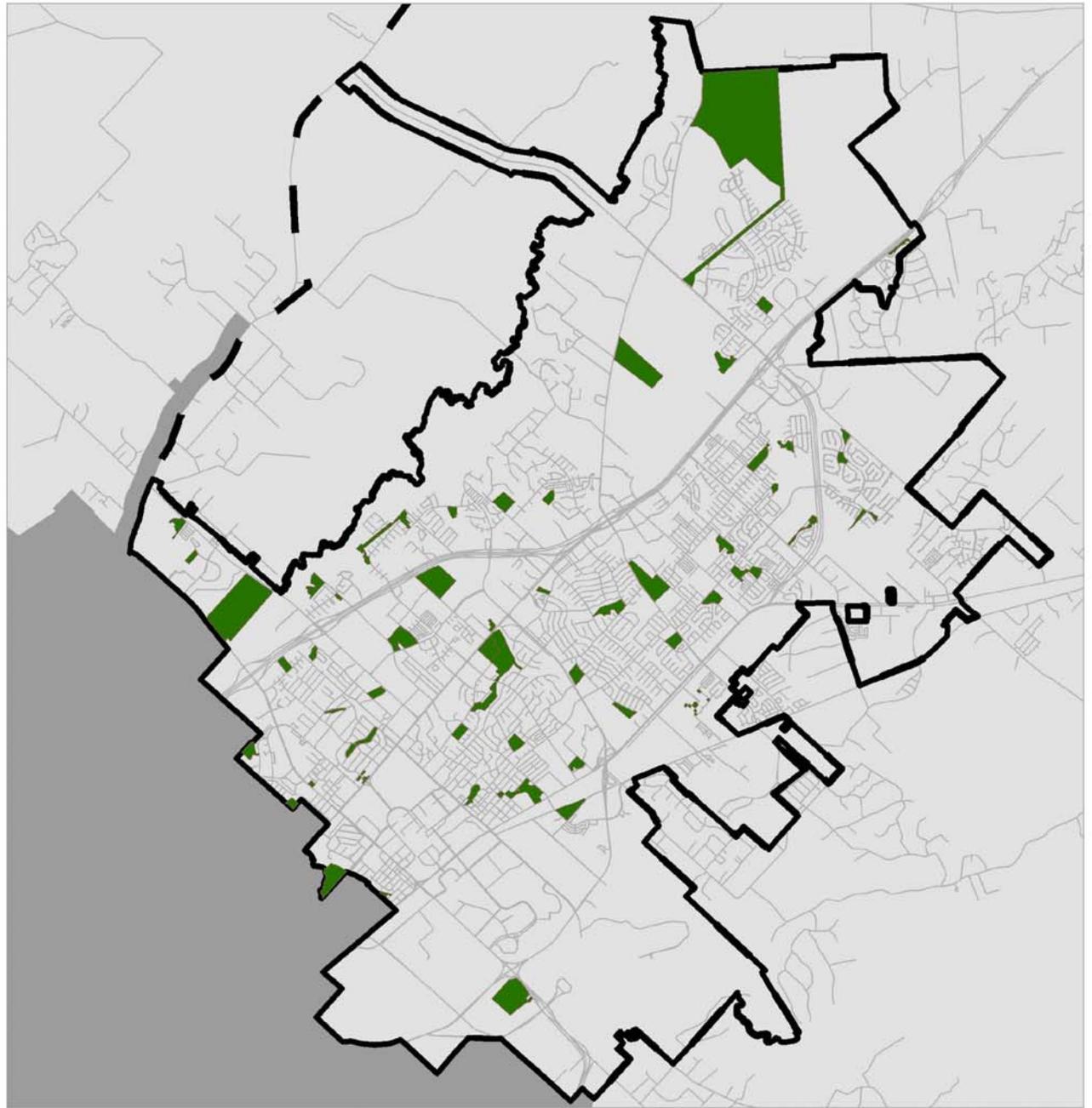


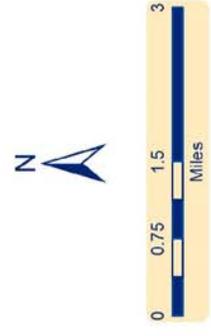
Figure 14
City of College Station
Parks



Source: City of College Station

Figure 15
City of College Station
Independent School
District School Locations

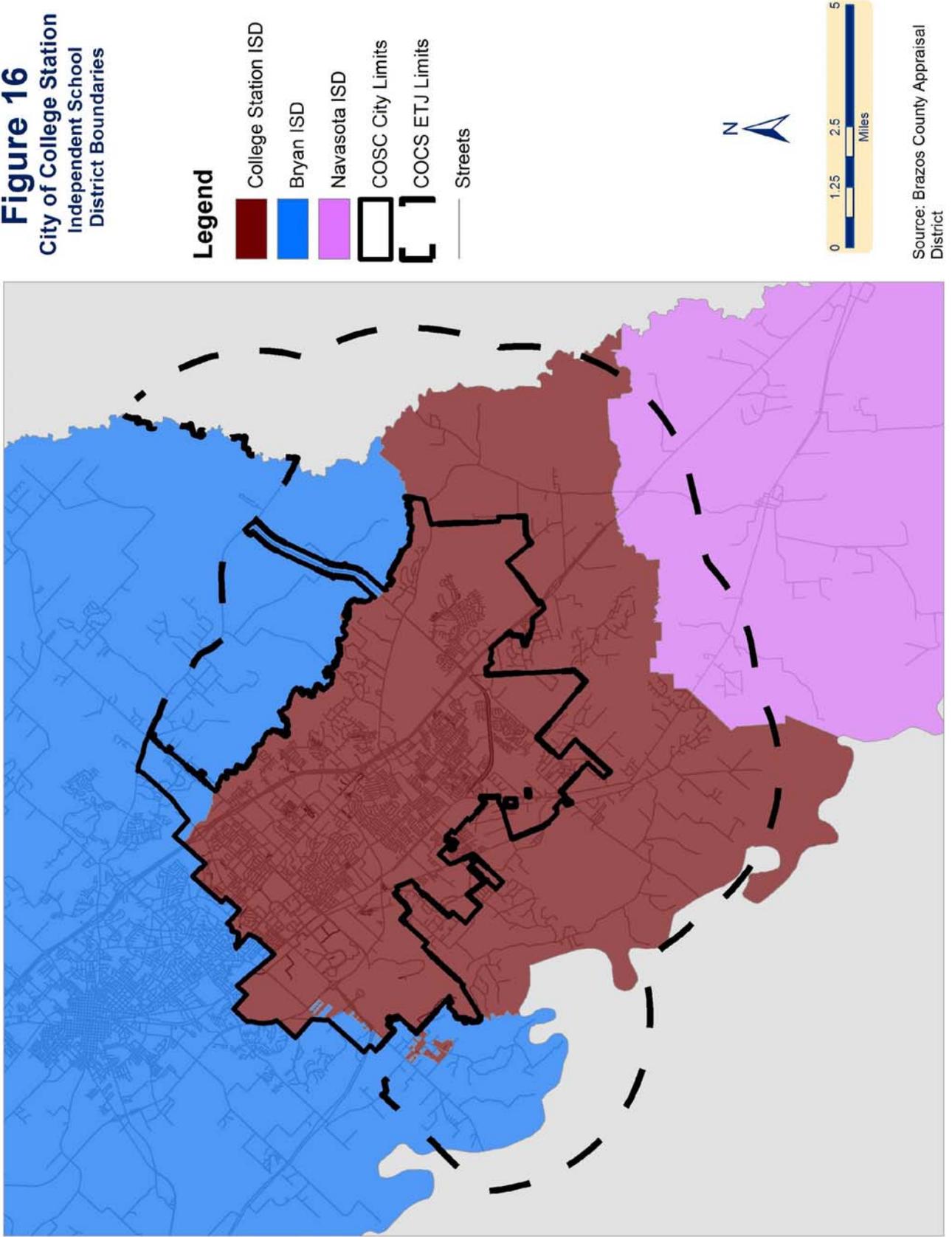
- Legend**
- Schools
 - COCS City Limits
 - COCS ETJ Limits
 - Bryan City Limits
 - Streets



Source: City of College Station



Figure 16
City of College Station
Independent School
District Boundaries



TRANSPORTATION

The thoroughfare system in College Station and its Extraterritorial Jurisdiction (ETJ) consists of approximately 525 miles of existing and planned streets. The adopted Thoroughfare Plan utilizes context sensitive solution principles which are designed to meet the City's multi-modal transportation needs while supporting surrounding land use and character objectives. The thoroughfare functional classifications are depicted in Figure 17: Thoroughfare Plan – Functional Classification. These thoroughfare classifications are further defined based on the surrounding urban, suburban, and rural context into four thoroughfare types: freeway, boulevards, avenues, and streets.

Traffic Volumes

The majority of major arterials and all of the freeways are part of the Texas Department of Transportation (TxDOT) system, with the remainder of the system maintained by the City or Brazos County. The most recent City-wide traffic counts (2013) are based on projections of a Travel Demand Model developed by Kimley-Horn, shown on Figure 18: 2013 Traffic Volumes.

Mobility Improvements

Growth of the City and an increase in traffic volumes have resulted in numerous thoroughfare, bicycle, and pedestrian extensions and improvements.

Projects completed in 2011 by the City, TxDOT, or private developments include:

Wellborn Road (FM 2154) widening from two lanes to a six-lane major arterial and the addition of a sidewalk on one side between Harvey Mitchell Parkway and William D. Fitch Parkway;

Realignment of Holleman Drive South/Jones-Butler Road to the Holleman Drive intersection at Harvey Mitchell Parkway as a four-lane major collector;

Grade-separated interchange of Harvey Mitchell Parkway over Wellborn Road and the Union Pacific Railroad;

Extension of Eagle Avenue as a major collector between Alexandria Avenue and Newport Lane; and

Extension of Discovery Drive as a two-lane minor collector and the addition of a sidewalk on one side north of Raymond Stotzer Parkway (TAMU Facility).

Projects completed in 2012 by the City, TxDOT, or private development include:

Widening of Barron Road from two lanes to a four-lane minor arterial and the addition of sidewalks and bike lanes from Decatur Drive to William D. Fitch Parkway;

Extension of Victoria Avenue as a two-lane major collector and the addition of sidewalks and bike lanes from Southern Plantation Drive to William D. Fitch Parkway;

Extension of Deacon Road West as a major collector and the addition of sidewalks and bike lanes from Wellborn Road (FM 2154) to Holleman Drive South;

Ramp reconfiguration at University Drive and Wellborn Road; and

Improvements including pedestrian crossings at College Main and Boyett, a traffic signal at Boyett, a raised median, and a sidewalk added along University Drive between College Main and Wellborn Road.

Projects completed in 2013 or currently under construction include:

Church Avenue realignment north of University Drive between The Stack and Rise developments;

Extension of Normand Drive as a two-lane minor collector and the addition of sidewalks and bike lanes from Rock Prairie Road to Arnold Road;

Extension of Arnold Road as a two-lane minor collector and the addition of sidewalks and bike lanes from the previous terminus to Normand Drive;

Construction of Medical Avenue as a major collector and the addition of sidewalks and bike lanes between Rock Prairie Road and Lakeway Drive;

Construction of Healing Way as a major collector and the addition of sidewalks and bike lanes between Scott & White Drive and Lakeway Drive;

Construction of Scott & White Drive as a major collector and the addition of sidewalks and bike lanes between Rock Prairie Road and the northbound frontage road of State Highway 6;

Construction of Lakeway Drive as a four lane major collector and the addition of sidewalks and bike lanes from the northbound frontage road of State Highway 6 to Medical Avenue;

2013 Existing Conditions Report

Widening of University Drive from two lanes to a four-lane major arterial from State Highway 6 to Bonneville Road (FM 158) (anticipated completion summer 2014);

Extension of Jones Butler Road/Penberthy Boulevard as a two-lane major collector from Luther Street West to George Bush Drive (anticipated completion summer 2014); and

Ramp reversals on State Highway 6 near University Drive and Harvey Road (anticipated completion beginning 2015).

Bicycle Trails at Steve Bechy Park



Photo Credit: City of College Station

Public Projects currently in design include:

Widening of Rock Prairie Road bridge at State Highway 6 from four lanes to six lanes with turn-around structures and wide sidewalks on both sides (anticipated construction to begin in December 2013); and

Widening of Rock Prairie Road between Longmire Drive and State Highway 6 to add two eastbound lanes and a right turn lane westbound (construction to begin in 2016).

Bicycle and Pedestrian Facilities

The College Station Bicycle, Pedestrian, and Greenways Master Plan (adopted January 2010) designates existing and proposed bicycle and pedestrian facilities in the City. While there is a significant system of bike lanes, routes, and multi-use paths, critical connections are needed to make the system more functional. The existing facilities consist of approximately 44 miles of striped bicycle lanes and 32 miles of bicycle routes, as shown on Figure 19: Bicycle Facilities. There are approximately 156 miles of sidewalks around the City and 12 miles of multi-use paths consisting of side paths and greenway trails as shown on Figure 20: Pedestrian Facilities. As development occurs, sidewalks are required along all streets with the following exceptions: cul-de-sac bulbs, streets classified as a Freeway/Expressways, streets identified with an Estate/Rural context, streets constructed to the rural section, and existing local streets unless sidewalks have been identified in the Bicycle, Pedestrian, and Greenways Master Plan or in the applicable neighborhood, district, or corridor plan.

Trails in Bee Creek Park

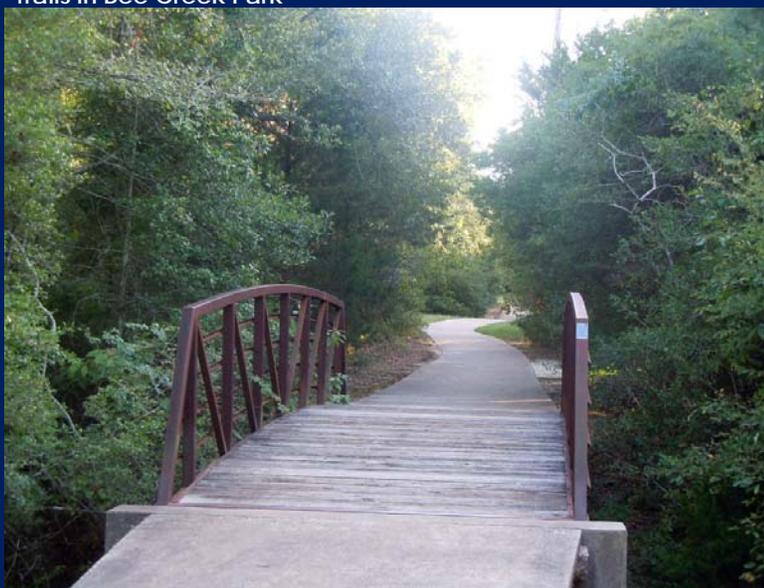


Photo Credit: City of College Station

Projects completed in 2011 include:

Trail along Harvey Mitchell Parkway from Texas Avenue to Welsh Avenue; and

Trail in Bee Creek Park connecting bike lanes on Longmire Drive, Anderson Street, Texas Avenue/Krenek Tap Road and the existing trail that extends through Lemontree Park.

Projects completed in 2012 by the City, TxDOT, or private development include:

Bike lanes added on Lincoln Avenue from Tarrow Drive to Ashburn Avenue

to create continuous bike lanes from Texas Avenue to University Drive;

Bike lanes on Eagle Avenue from William D. Fitch Parkway to State Highway 6;

Sidewalks added on one side of Pedernales Drive from Balcones Drive to San Benito Drive;

Sidewalks added on one side of Manual Drive from Texas Avenue to Cornell Drive;

Sidewalks added on one side of Lassie Drive from Holleman Drive to Sterling Street; and

Sidewalks added on one side of Holleman Drive on a section near George Bush Drive.

Projects completed in 2013 or currently under construction include:

Sidewalks added on one side of Lincoln Avenue from Avenue A to Munson Avenue; and

Construction of trail along Bee Creek from Welsh Avenue to Southwest Parkway.

Bus and Transit Services

Texas A&M University Transportation Services provides bus services to transport students, faculty, and staff between locations in the community

2013 Existing Conditions Report

and the campus. The system currently consists of 80 buses, with 65 used for daily routes and others assigned to charters. Texas A&M University operates ten off-campus routes, shown in Figure 21: Transit Routes, serving portions of College Station. The University also operates six on-campus routes, a paratransit service for students and employees, charter services, and park-and-ride services from the Post Oak Mall, First Baptist Church of College Station, and College Station Wal-Mart parking lot for regular student use and football game days. Data from Transportation Services indicates their off-campus buses average 22,547 passengers per day for off-campus routes and nearly 9,194 passengers per day for on-campus routes.

The Brazos Transit District, or The District, provides public transportation for the community at large. Area services include seven fixed routes (see Figure 21), demand and response rides, and paratransit. Two of the fixed routes operate almost completely in College Station while small portions of two others provide service along University Drive and in the Northgate area.

Greyhound Lines, Inc. provides a long-distance travel transportation alternative to/from the area through its station in Bryan.

Air Travel

Easterwood Airport, a non-hub regional airport, is currently owned and operated by Texas A&M University System, but is undergoing privatization. The 700-acre airport is located on the west side of the University property, in northwest College Station. Its elevation is 320.6 feet and there are three runways in operation. The William A. McKenzie Terminal provides commuter flights to Dallas, Texas and Houston, Texas. Operators include American Airlines (operated by American Eagle Airlines) to Dallas/Fort Worth International Airport and United Airlines (operated by ExpressJet Airlines) to Houston Intercontinental Airport. Additionally, Easterwood supplies fuel and flight planning for Life Flights and Military Medi-vac flights.

In 2013, Easterwood Airport had 53,557 total operations (take-offs or landings), an average of 146 per day. Operations included 5,694 Air taxi (unscheduled passenger or freight service), 314 air carrier, 12,138 general aviation local (generally training and/or instrument checks), 22,827 general aviation itinerant (scheduled times to scheduled destinations) and 12,584 military aircraft operations.

Rail

College Station has one railway within its City limits, on which an average of 18 freight trains pass through College Station each day. The tracks generally run north-south, parallel to Wellborn Road (FM 2154). As

reported in the 2010-2035 Bryan/College Station MPO Metropolitan Transportation Plan, Union Pacific Railroad (UPRR) officials anticipate that the number of trains per day could increase to as high as 48 trains in the future. This volume of train traffic will not likely occur until portions of the single-track railroad are double-tracked at an undetermined time in the future. There are ten railroad crossings within the College Station City limits; eight are at-grade crossings. The three grade-separated crossings include University Drive, Harvey Mitchell Parkway, and Old College on the Texas A&M University Campus. The crossing at Old College was improved in 2013 to include both an at-grade and grade-separated crossing which includes additional bicycle and pedestrian facilities for users. At-grade crossings can be challenging for emergency response and are a major generator of congestion for vehicular traffic when a train passes through during the peak hour (or during Texas A&M University class change times). There is a plan for another grade-separated crossing at George Bush Drive/Wellborn Road (FM 2154)/UPRR. The Thoroughfare Plan anticipates one future railroad crossing in the City at Deacon Drive.

When Texas began to look at high-speed rail in the early 1990s, lines were proposed to run between Houston and San Antonio, San Antonio and Dallas, and Dallas and Houston. The Texas Department of Transportation (TxDOT) is currently conducting route studies and environmental impact studies for these areas. At one time, College Station was a proposed stop on the line between Dallas and Houston. The Texas High-Speed Rail and Transportation Corporation has since formed and College Station is a participating member with the Mayor serving on the membership board. A preliminary high-speed rail plan by a private consortium is in the conceptual phase and has been revised into the "Texas T-Bone" configuration, which would run between Dallas/Fort Worth and San Antonio and intersect with another line running between Killeen/Temple and Houston. This configuration would allow high-speed rail to come through College Station on the line connecting the stations in Killeen/Temple and Houston.

Figure 17
City of College Station
Comprehensive Plan
Thoroughfare Plan -
Functional Classification

- Legend**
- Grade Separation
 - ⋯ Proposed Grade Separation
 - Freeway/Expressway
 - 6 Lane Major Arterial
 - Proposed 6 Lane Major Arterial
 - 4 Lane Major Arterial
 - Proposed 4 Lane Major Arterial
 - 4 Lane Minor Arterial
 - Proposed 4 Lane Minor Arterial
 - 4 Lane Major Collector
 - Proposed 4 Lane Major Collector
 - Proposed 3 Lane Major Collector
 - 2 Lane Major Collector
 - Proposed 2 Lane Major Collector
 - 2 Lane Minor Collector
 - Proposed 2 Lane Minor Collector
 - COCS City Limits
 - COCS ETJ Limits
 - Bryan City Limits
 - Streets



Source: City of College Station

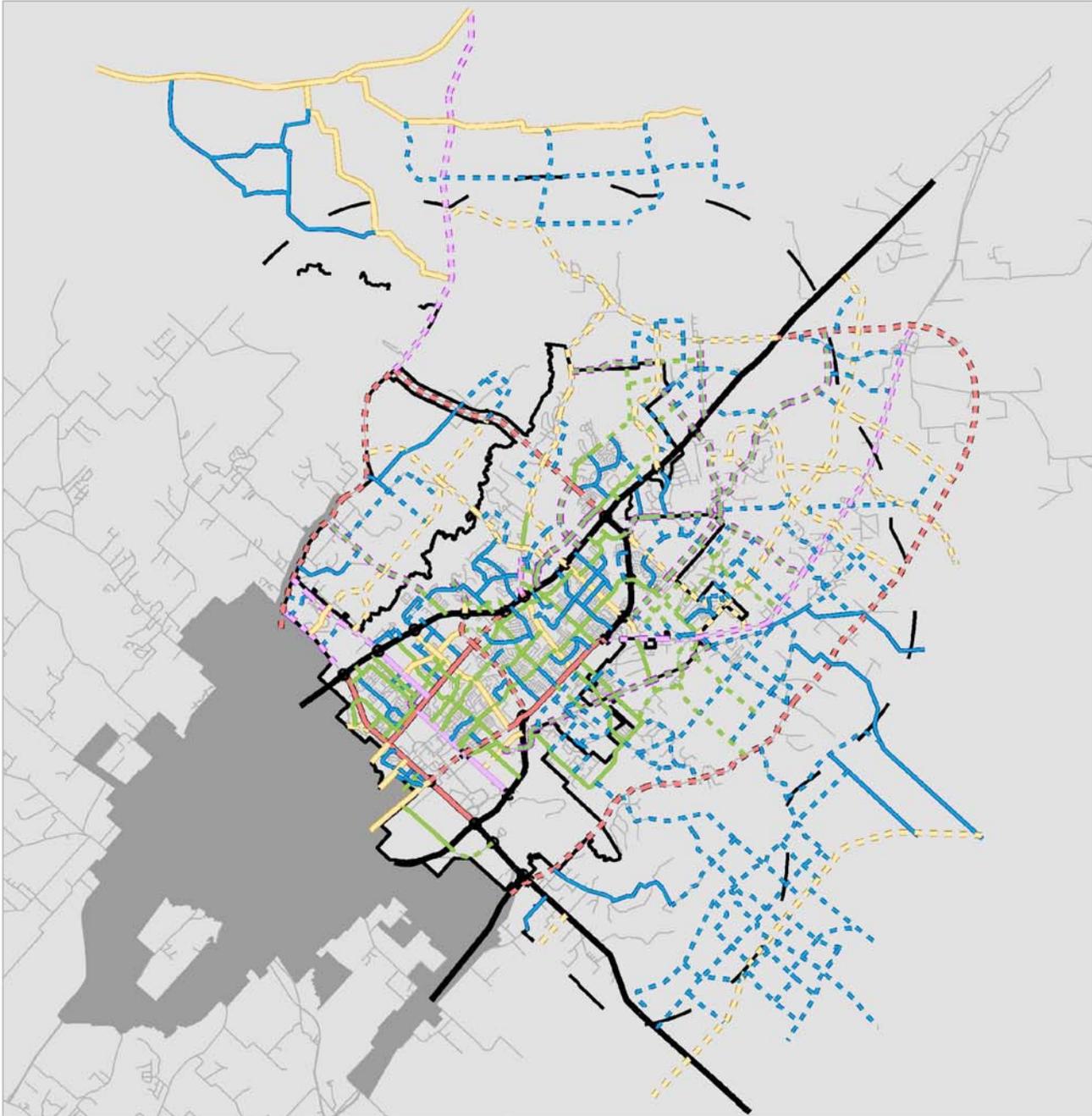


Figure 18
Bryan/
City of College Station
2013 Traffic Volumes

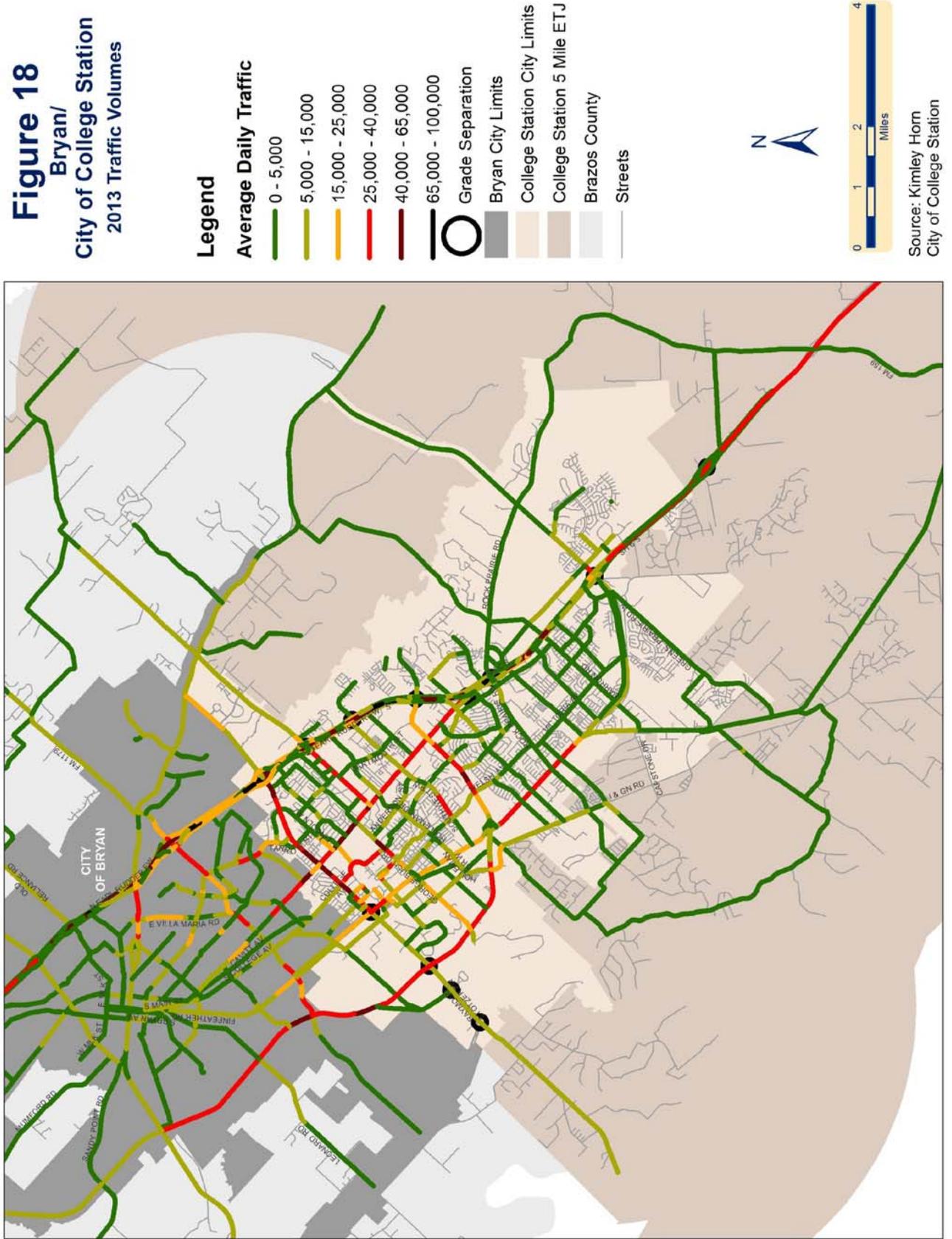


Figure 19
City of College Station
Bicycle, Pedestrian & Greenways Master Plan

Bicycle Facilities

Legend

- Bike Lane Existing
- - - Bike Lane Funded
- - - Bike Lane Proposed
- Bike Route Existing
- - - Bike Route Proposed
- Multi-use Path Existing
- - - Multi-use Path Funded
- - - Multi-use Path Proposed
- Grade Separation Existing
- - - Grade Separation Funded
- - - Grade Separation Proposed
- COCS City Limits
- COCS ETJ Limits
- Bryan City Limits
- Streets



Source: City of College Station

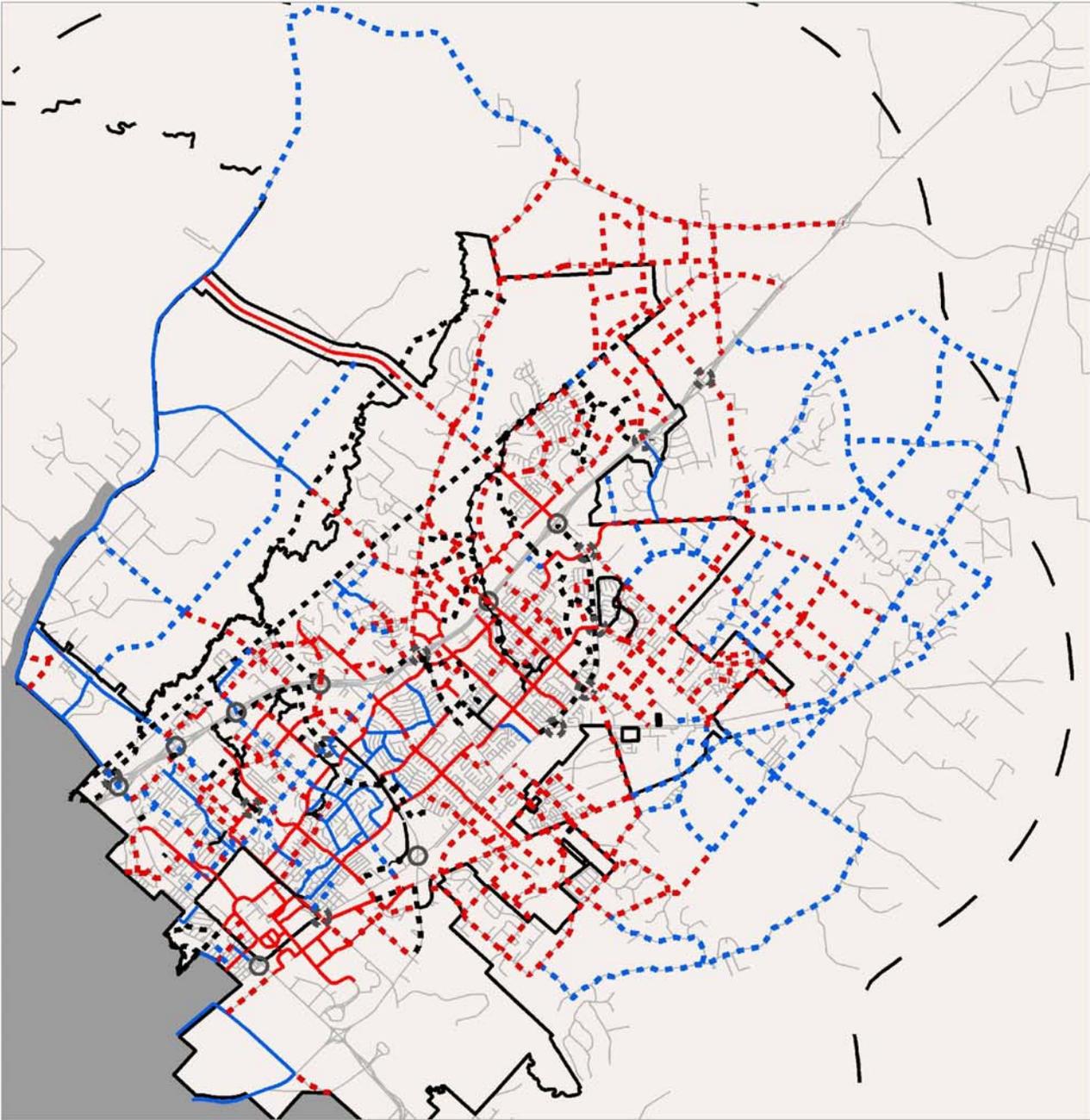
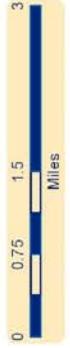


Figure 20
City of College Station
Bicycle, Pedestrian &
Greenways Master Plan

Pedestrian Facilities

Legend

- Sidewalk Existing on One Side
- Sidewalk Existing on Both Sides
- Sidewalk Funded
- Sidewalk Proposed
- Multi-use Path Existing
- Multi-use Path Funded
- Multi-use Path Proposed, <Null>
- Grade Separation Existing
- Grade Separation Funded
- Grade Separation Proposed
- COCS City Limits
- COCS ETJ Limits
- Bryan City Limits
- Streets



Source: City of College Station

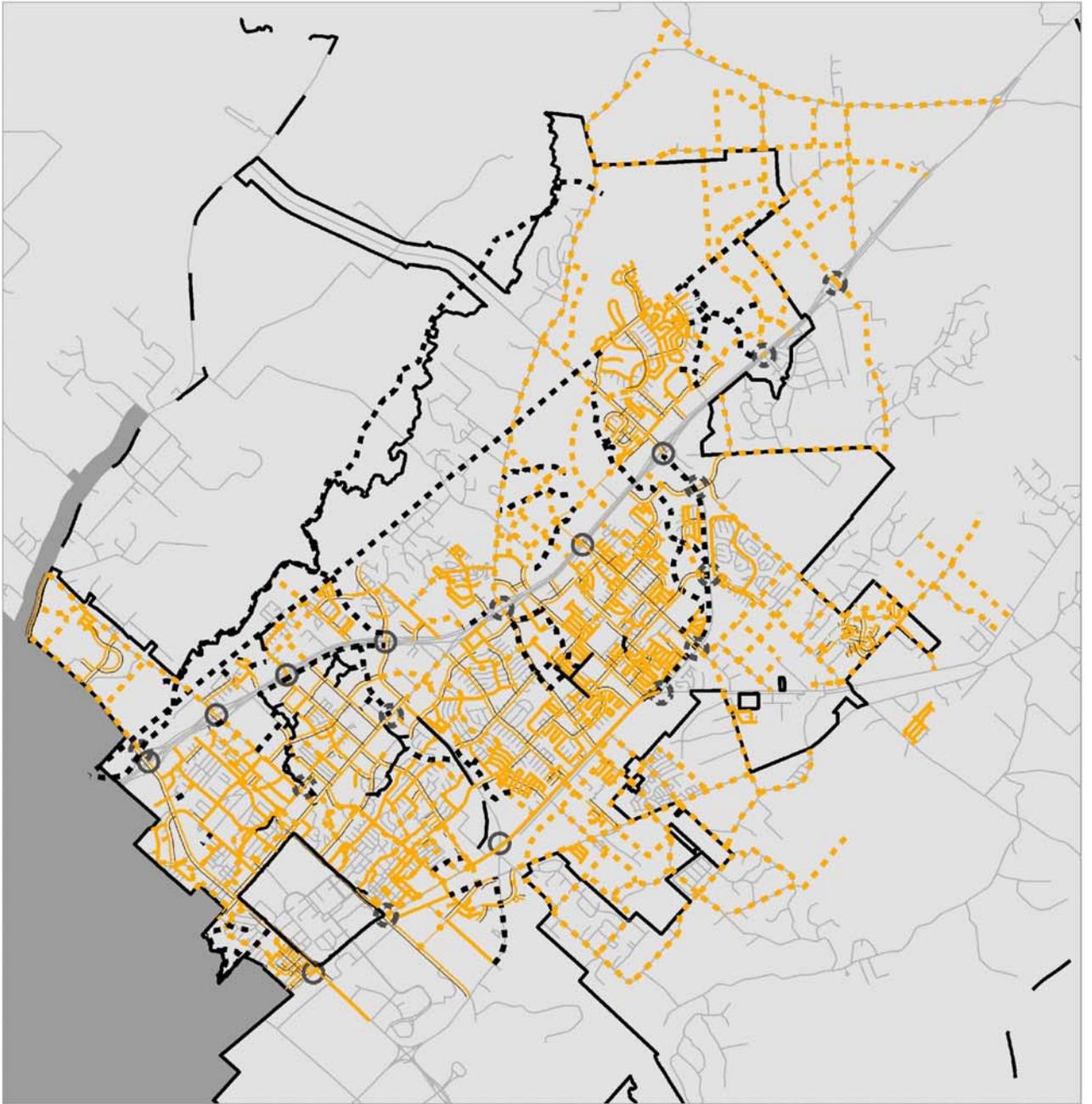
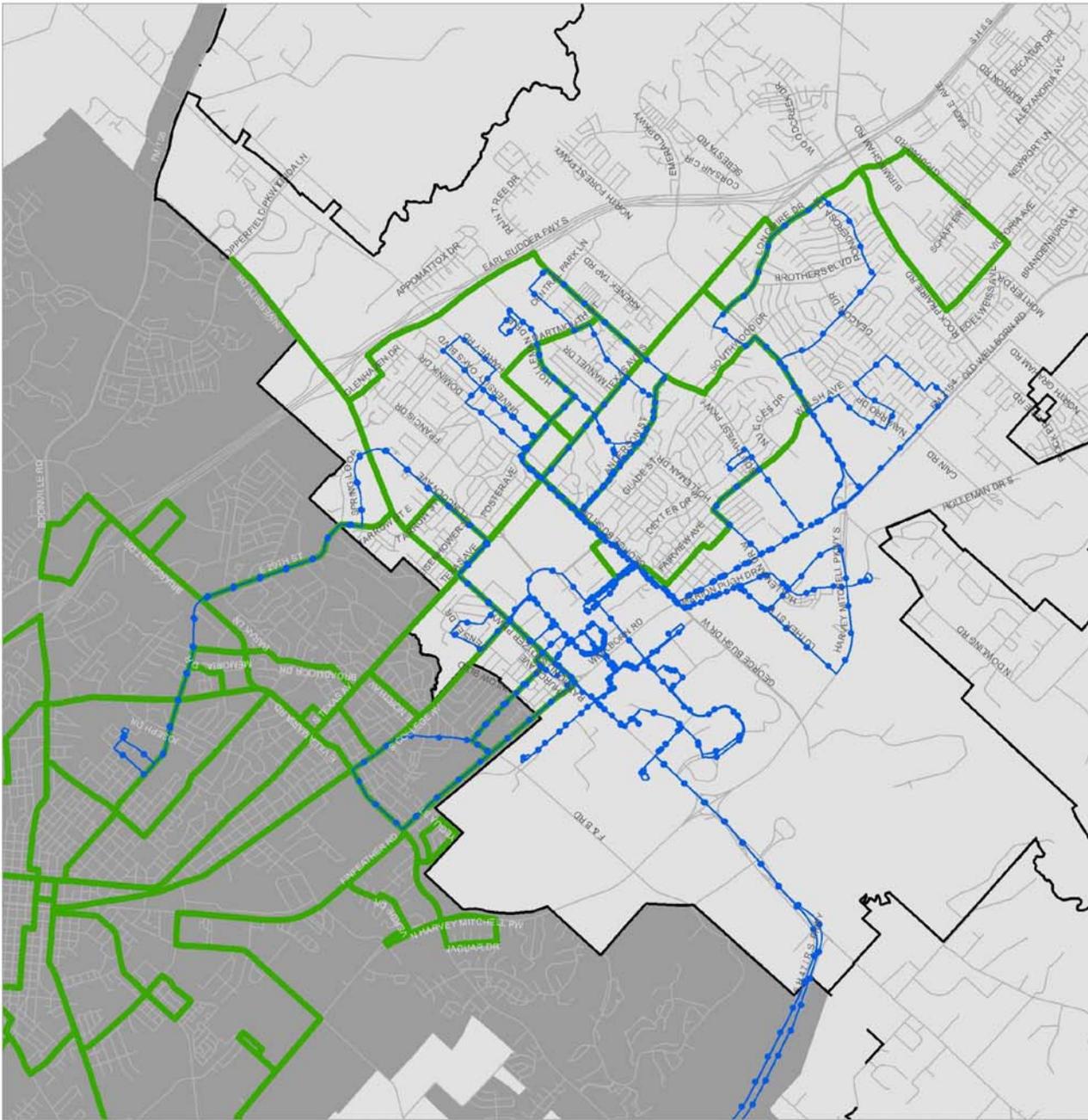


Figure 21
Bryan/
City of College Station
Transit Routes

- Legend**
-  A&M Transit Routes
 -  BTD Transit Routes
 -  COCS City Limits
 -  COCS ETJ
 -  Bryan City Limits
 -  Streets



Source: City of College Station,
Brazos County Appraisal District,
Texas A&M University,
and The District

Appendix B – Implementation Progress Report Evaluation & Appraisal Report

Every Strategy and Action item in the Comprehensive Plan was evaluated for relevance and current status. Each item received one of the following designations:

- C – Complete
- OG – Ongoing
- IP- In Progress
- F – Future
- N/A – No Longer Applicable

CHAPTER 2

The goal for College Station’s future land use and character is *to be a community with strong, unique neighborhoods, protected rural areas, special districts, distinct corridors, and a protected and enhanced natural environment*. Six strategies have been developed to progress toward this goal. Each strategy has a series of action recommendations designed to implement the strategy.

Strategy 1: Develop and maintain, through regular review, a land use plan that identifies, establishes, and enhances community character.

- **Land Use Plan Application.** Use the Concept Map and the Future Land Use & Character map in the development of planning studies, development review, capital improvements programming, and economic development efforts. **(OG)**
- **Further Planning.** Develop neighborhood, district, corridor and redevelopment plans to refine the Concept Map and Future Land Use & Character map. **(OG)**
- **Land Use Tracking.** Monitor the actual acreage in various land use and character types in comparison to the amounts presented on the Future Land Use & Character map. **(OG)**
- **Plan Adjustments.** Refine the Future Land Use & Character map through additional planning studies and periodic reviews as indicated in **Chapter 9: Implementation and Administration**. **(OG)**
- **UDO Amendments.** Amend the Unified Development Ordinance as appropriate to establish zoning classifications and related standards consistent with the guidance provided in this chapter. **(IP)**
- **Zoning Adjustments.** Amend the zoning map designations as appropriate for identified growth areas. **(F)**

Strategy 2: Establish and protect distinct boundaries between various character areas.

- **Zoning Adjustments.** Amend the zoning map designations as appropriate to reinforce the desired character areas. **(F)**
- **Unified Development Ordinance Amendments.** Amend the Unified Development Ordinance as appropriate to address scale and form issues for neighborhood commercial uses, such as buffering between uses. **(C)**

Strategy 3: Promote public and private development and design practices that ensure distinct neighborhoods, districts, and corridors.

- **Further Planning.** Develop neighborhood, district and corridor plans to refine the Concept Map and Future Land Use & Character map. **(OG)**
- **Unified Development Ordinance Amendments.** Amend the Unified Development Ordinance as appropriate to address design issues that arise through the neighborhood, district, and corridor planning process. **(OG)**
- **Context Sensitive Roadway Design.** Adopt the context sensitive design approach to thoroughfare planning and roadway design outlined in this Plan. Coordinate with the Texas Department of Transportation to implement these same provisions in State corridors. **(F)**
- **Public Facility Design.** Design and renovate municipal buildings to establish or reinforce the desired character. Coordinate with Texas A&M University and the College Station Independent School District to implement these same practices as they construct new facilities. **(N/A)**
- **Incentives.** Develop a variety of incentive mechanisms to promote the preferred design practices where market conditions or regulatory measures may not guarantee their implementation. **(F)**
- **Greening of the City.** Increase tree planting and preservation efforts along streets, in parks, and in private developments. **(OG)**

Strategy 4: Promote public and private development and design practices that encourage resource conservation and protection.

- **Conservation Design.** Encourage more extensive use of cluster design in portions of identified growth areas through mandatory open space conservation in exchange for more development options than currently entitled on properties. **(F)**
- **Preservation and Protection.** Amend the Unified Development Ordinance and other ordinances to protect significant natural features from development. This may include tree preservation and other ordinances to provide for riparian buffers and other environmental protections. **(N/A)**
- **Land Acquisition.** Acquire land that is valued for its natural features or open space through purchase or through conservation easements. **(OG)**
- **Green Building - Public Sector Leadership.** Continue the development and implementation of the "Green College Station" initiative. Coordinate with Texas A&M University and the College Station Independent School District in the implementation of similar efforts. **(N/A)**
- **Green Building - Private Sector Encouragement.** Develop a variety of incentive mechanisms to promote green building practices for private site and building design where market conditions or regulatory measures may not guarantee their implementation. **(N/A)**

Strategy 5: Focus community enhancement activities to promote a strong sense of community identity.

- **Right-of-Way Enhancements.** Add design features and beautification enhancements within road rights-of-way and at key highway intersections to further a common identity at important gateways and along image corridors. **(F)**
- **Unified Wayfinding.** Implement a formal, City-wide wayfinding system, providing a unifying and consistent design element that assists residents and visitors in locating community attractions. **(C)**

Strategy 6: Identify, protect, and enhance unique community assets in our natural and built environment.

- **Community Assets Mapping.** Continue to refine and amend, as appropriate, the Community Assets Map contained in this Plan to provide a visual portrayal of the City's unique natural and man-made assets. **(OG)**
- **Further Planning.** Develop neighborhood, district, corridor and redevelopment plans to refine the Concept Map and Future Land Use & Character map. **(OG)**
- **Unified Development Ordinance Amendments.** Amend the Unified Development Ordinance as appropriate to address explicitly the protection and enhancement of unique community assets. **(F)**
- **Texas A&M University Coordination.** Continue to coordinate with Texas A&M University regarding the benefits and impacts of University sponsored development projects, and support ongoing efforts to implement the Campus Master Plan. **(OG)**

CHAPTER 3

College Station residents have been clear in their desire to promote strong and sustainable neighborhoods. The Comprehensive Plan Advisory Committee has addressed neighborhood integrity through establishing the goal for the Comprehensive Plan *to protect the long-term viability and appeal of established neighborhoods*. The associated strategies and actions outline the steps the City will take in meeting this goal.

Strategy 1: Identify, protect, and enhance elements that contribute positively to neighborhood identity.

- **Asset Mapping.** Identify and map community wide assets that contribute to College Station's identity as exhibited in **Chapter 2: Community Character**. **(OG)**
- **Neighborhood Specific Planning.** Utilize neighborhood plans to further identify and outline protection options for neighborhood-specific elements that contribute to neighborhood integrity. **(OG)**
- **Strategic Long-Range Planning.** Adopt recommendations from the Comprehensive Plan that help establish and protect neighborhood identity. **(OG)**
- **Sustainability.** Promote sustainable design of developing neighborhoods by utilizing concepts such as those included in **LEED ND™** requirements. **(N/A)**
- **Historic Preservation.** Establish a historic preservation program that includes preservation ordinances, design guidelines, and educational and promotional programs. **(C)**
- **Neighborhood Associations.** Encourage establishment of homeowner, neighborhood, and tenant associations for all residential developments to ensure a direct, cooperative means for residents of an area to maintain neighborhood standards. **(OG)**
- **Predictable Infill.** Continue to utilize and adapt Single-Family Overlay regulations to protect neighborhood development patterns. **(OG)**
- **Environmental Protection.** Develop regulations and incentives that protect and preserve the natural environment in and around College Station including tree preservation, floodplain and greenway management, design flexibility, and growth management policies. **(OG)**
- **Transportation Options.** Promote multi-modal, context sensitive transportation connectivity to improve safety on neighborhood streets through the adoption of the Thoroughfare Plan; the Bicycle, Pedestrian, and Greenways Master Plan; development regulations; and capital improvement plans that insure these facilities are constructed in accordance with adopted plans. **(OG)**
- **Enhanced Aesthetics.** Develop standards for streetscaping, perimeter treatment, and signage for new residential subdivisions. **(F)**
- **Neighborhood Funding Support.** Continue to fund and expand the Neighborhood Grants program for neighborhood activities such as gateways, landscaping, and other permit application fees. **(OG)**
- **Attractive Public Facilities.** Enhance the standards for maintenance of public facilities such as streets and parks to ensure that these facilities are attractive assets for a neighborhood. **(N/A)**

Strategy 2: Identify and minimize elements that detract from community identity.

- **Neighborhood Specific Planning.** Utilize neighborhood plans to help identify neighborhood-specific issues that detract from neighborhood identity and integrity, and develop options to minimize those issues. **(OG)**
- **Housing Maintenance Trends.** Maintain inventories of housing conditions by neighborhood to monitor trends in housing maintenance and upgrades, as well as signs of deterioration. **(OG)**
- **University Growth.** Monitor student enrollment and student housing trends to track impacts on the local housing market, including pressure for additional student-focused housing in new locations. **(OG)**
- **Code Enforcement.** Create an effective code enforcement program that expediently and efficiently resolves code violations, including:
 - Develop methods to address noise violations – including working with Texas A&M University police – to establish weekend patrols for noise, as well as public intoxication and other violations. **(C)**
 - Create a system for the public to monitor enforcement complaints and track their resolution. **(C)**
 - Prioritization of enforcement activities based on input from neighborhood plans. **(OG)**
- **Property Maintenance Standards.** Increase enforcement resources to ensure that minimum property standards are being upheld. **(IP)**
- **Public Maintenance Standards.** Enhance the standards for maintenance of public facilities such as streets and parks to ensure that these facilities are attractive assets for a neighborhood. **(N/A)**
- **Absentee-Owner Housing Policies.** Adopt the strategies found in the Strong and Sustainable Neighborhoods Report for managing the impacts of rental and absentee-owner housing. **(C)**
- **Parking Standards.** Develop programs and policies to better manage on-street parking such as:
 - Coordinate with Texas A&M University regarding construction activities and/or special events to prevent excessive on-street parking in adjacent neighborhoods. **(IP)**
 - Consider options to streamline neighborhood traffic management processes to address traffic calming and parking concerns in established neighborhoods. **(C)**

Strategy 3: Identify and implement tools to ensure that infill or redevelopment adjacent to or within a neighborhood is sensitive to its surroundings.

- **Asset Mapping.** Identify and map areas for redevelopment as outlined in **Chapter 2: Community Character.** **(OG)**
- **Redevelopment.** Utilize neighborhood plans to further identify appropriate infill and redevelopment options, as well as to develop appropriate protection options for redevelopment that is incompatible with neighborhood plans. **(IP)**
- **Gentrification.** Create methods to identify, track, and minimize the undesirable effects of gentrification in established neighborhoods. **(N/A)**
- **Compatible Infill.** Establish development regulations to address the compatibility of infill or redevelopment in established neighborhoods and the transition of land uses around

the fringes of such neighborhoods, including regulations relating to height, setback, buffering, architectural style, lot coverage, landscape protection, and other development standards. **(F)**

- **Regulatory Obstacles.** Evaluate City codes to identify and remove regulatory obstacles to desired, compatible infill development and revitalization activity. **(F)**

Strategy 4: Develop, implement and maintain, through regular review, neighborhood plans.

- **Neighborhood Programming.** Establish a neighborhood program that provides a single point of entry into the City organization oriented to addressing neighborhood issues and coordination of all City programs. **(C)**
- **Public Engagement.** Create communication, education, and training programs for neighborhood representatives to encourage stability, cross-communication, and development of skills to help neighborhoods make the best use of the resources available to them. Develop programs to increase public engagement in the planning process to keep citizens aware of development issues as they arise so that there is adequate time for review and understanding by the citizens before construction occurs. **(C)**
- **Data Monitoring.** Improve data collection and mapping regarding neighborhood opportunities and challenges. **(IP)**
- **Market Analysis.** Monitor nationwide trends in private development of student-oriented housing, as well as strategies used by other cities with major universities to address compatibility concerns associated with the location and design of such development. **(F)**
- **Neighborhood Specific Planning.** Establish neighborhood-specific plans which provide clear guidance for evaluating the appropriateness and compatibility of individual developments and their particular intensities and impacts within the context of the existing, desired community identity and conditions. **(OG)**
- **Character-Based Development.** Adopt a character-based approach to development regulation as outlined in **Chapter 2: Community Character** to increase flexibility and ease and encourage the implementation of planned developments which feature mixing of housing types and integration of other supportive uses and neighborhood amenities in a well-designed setting. **(N/A)**

CHAPTER 4

The goal for economic development in College Station is *a diversified economy generating quality, stable, full-time jobs; bolstering the sales and property tax base; and contributing to a high quality of life*. Five strategies have been developed to progress toward this goal. Each strategy has a series of action recommendations designed to implement the strategy.

Strategy 1: Promote and support new investment that serves regional market opportunities.

- **Land Use Application.** Use the goals and strategies of **Chapter 2: Community Character** in the evaluation of rezoning requests, development of planning studies, capital improvements programming, and economic development efforts. **(OG)**
- **Further Planning.** Develop economic development master plan. **(C)**
- **Continued Partnerships.** Partner with organizations such as the Research Valley Partnership focusing on regional market opportunities. **(OG)**
- **Market Analysis.** Use impact-modeling to assist in determining appropriate types of development and their associated needs for long-term community sustainability. **(N/A)**
- **Emerging Industries Focus.** Identify and attract new knowledge-based industries, such as healthcare, bio-technology, agriculture technology, and information technology. **(OG)**
- **Incentive Policies and Guidelines.** Refine and monitor adopted economic development incentive guidelines to ensure appropriateness for the types of industry that the community seeks. **(OG)**

Strategy 2: Promote and support the establishment, retention, and expansion of locally-owned businesses.

- **Further Planning.** Develop an in-depth study of the challenges and needs of existing locally-owned businesses. **(C)**
- **Market Analysis.** Determine market competitiveness for locally-owned businesses and seek reasonable equity between locally-owned business, chain retail, and big-box type development. **(F)**
- **Contract Preference.** Continue current policy regarding preference for local businesses in the awarding of City contracts. **(OG)**
- **College Station Business Association.** Explore the formation of a College Station Business Association that will have as its focus the promotion of businesses located in the City. **(N/A)**

Strategy 3: Promote and support the attraction of festivals, entertainment, conferences, conventions and other special events for the purpose of economic growth.

- **Convention Center.** Develop and construct a convention center. **(N/A)**
- **Signature Event.** Develop, establish, promote, and execute a signature event with regional, State and potentially National recognition. **(N/A)**
- **Continued Partnerships.** Partner with organizations such as the Bryan-College Station Convention & Visitors Bureau focusing on the promotion of local tourism opportunities. **(OG)**

Strategy 4: Identify and pursue redevelopment opportunities that further desired community character.

- **Further Planning.** Participate in the development of neighborhood, district, corridor, redevelopment and master plans to refine the concepts and strategies identified in this Plan. **(OG)**
- **Support Redevelopment and Reinvestment.** Continue to lead the redevelopment efforts of areas such as Northgate and the University Drive corridor and continue to assist in the reinvestment efforts of private interests for areas including Post Oak Mall, Central Station Shopping Center, Wal-Mart, and Ramada Inn. **(OG)**
- **Mixed-Use Development.** Facilitate the development of retail, employment, and higher density housing in appropriate areas with an emphasis on integrated design and pedestrian and bicycle traffic as viable transportation alternatives. **(OG)**
- **Green Building Standards.** Research and promote green building standards and incentives for commercial/retail development. **(N/A)**

Strategy 5: Protect and buffer prime economic generators from development that is out of character or that creates or contributes to decreased service levels.

- **Further Planning.** Participate in the development of neighborhood, district, corridor, redevelopment and master plans to refine the concepts and strategies identified in this Plan. **(OG)**
- **Impact Modeling Analysis.** Develop and implement a sophisticated impact modeling tool that will assist in determining appropriate developments given selected criteria (i.e., infrastructure, transportation, land use, and demographic demands and limitations). **(N/A)**
- **Development Prioritization.** Create and implement an objective system to prioritize potential development based upon size, scope, type, and economic impact. **(C)**

CHAPTER 5

The overall vision for College Station’s community in the years ahead is to achieve and maintain a **diversity of parks, greenways and the arts for leisure and recreation as well as for entertainment, education and culture to achieve a high quality of life for all residents and visitors**. The three strategies in this section elaborate on these themes and community priorities.

Strategy 1: Maintain and expand the parks and recreation system as well as its facilities and programs consistent with growth expectations.

- **Plan Update.** Complete an update of the 2003 Recreation, Park, and Open Space Master Plan. **(C)**
- **Needs Assessment.** In addition to periodic plan review and updates, a comprehensive, community-wide needs assessment should be completed at least every five years to evaluate facilities and programs provided by the Parks and Recreation Department. **(OG)**
- **Secure more Parkland.** Continue to provide adequate land for future neighborhood, community, and regional park development. The Parkland Dedication Ordinance should continue to ensure community and neighborhood parkland dedication in the City limits and the Extraterritorial Jurisdiction. Additional methods should be used to supplement this effort in order to acquire prime parkland that is quickly disappearing through land development. This can be achieved through the Capital Improvements Program, public and private partnerships, and grants. **(OG)**
- **Park Development and Enhancement.** Invest in the rejuvenation of existing parks as well as complete improvements already detailed in previously approved master plans for specific parks and recreation facilities. Also develop additional master plans as appropriate (e.g., for future park development in the vicinity of the Rock Prairie Landfill once it closes, and for a skate park). **(OG)**
- **New and Enhanced Programs.** Pursue new programs and ongoing priorities that meet the needs of a growing and changing population. **(OG)**
- **Coordinated Improvements and Programming.** Implement new and improved facilities and programs with other agencies and entities where mutually beneficial partnership opportunities are available. **(OG)**
- **Role of the Private Sector.** Encourage the provision of parks facilities and programs that are unique or where demand exceeds supply through private sponsorship or investment such as additional swimming pools, a water park, or athletic fields. **(OG)**
- **Park Maintenance.** Further refine park maintenance standards that address growing needs of parks and facilities by optimizing and re-evaluating level of service standards. **(C)**
- **Communication and Marketing.** Enhance awareness and accessibility to programs and facilities through the City’s website, publications and media outlets. **(OG)**
- **Resource Protection and Sustainability.** Continue to program and budget for streetscape and gateway projects that include the planting of native trees and other vegetation to improve neighborhoods, transportation corridors and other public places to create a greener City. **(OG)**

Strategy 2: Preserve and enhance the greenways system of linear open spaces and trails for their intrinsic and functional value.

- **Plan Update.** Complete an update to the 1999 Greenways Master Plan. **(C)**
- **Target Natural Corridors.** Designate key areas as “natural corridors” for phased greenway acquisition and development (specifically, the portion of Carter Creek from University Drive (SH 60) to the confluence with the Navasota River, and Lick Creek, from Pebble Creek Subdivision to the confluence with the Navasota River). **(C)**
- **Focus on Acquisition.** Determine additional methods to secure greenways that will help to establish the system. Utilization of grants, public and private partnerships, and the Capital Improvements Program should continue. Building incentives that encourage developers to design and build greenway trails. Connections between developments should be explored, as well as overlay zones, annexation opportunities and conservation easements. **(OG)**
- **Amend Ordinances.** Amend the drainage ordinance to include corridor widths and channel guidelines to protect greenways. Amend the Parkland Dedication Ordinance to complement recreation opportunities available in greenways. **(F)**
- **Implement Key Connections.** Create connections between key elements of the parks and recreation system and key destinations. **(F)**
- **Careful Design and Accessibility.** Design and construct sustainable and accessible trails that minimize environmental impact and promote scenic views and special features. Encourage developments that are oriented towards and designed for accessibility to greenway trails. **(OG)**
- **Attention to Maintenance.** Develop maintenance standards for greenways and trails. Costs of ongoing maintenance should be addressed through initial budgeting for new or extended greenway segments. **(F)**
- **Coordination at all Levels.** Promote cross-jurisdictional and inter-agency coordination on greenways acquisition, maintenance, funding and network expansion. Encourage neighborhood associations and other organizations to assist with upkeep (adoption programs) and inventory (wildlife, vegetation, wetlands and other natural features). **(OG)**

Strategy 3: Create and promote the arts through entertainment, educational and cultural opportunities that serve a variety of interests and abilities.

- **Leadership and Partnership.** Continue the City’s direct engagement, promotion and support of local and regional arts through representation on the Board of Directors of the Arts Council of Brazos Valley (ACBV), and through direct annual budget allocations to the Arts Council of Brazos Valley from the City’s hotel occupancy tax revenue. **(OG)**
- **Facility Potential.** Determine whether the City, potentially in coordination with one or more other partners, should develop a performing arts facility. It should also be determined whether the City’s anticipated new convention center (to be at the redeveloped Chimney Hill Shopping Center on University Drive) can and will include a performing arts component with appropriate space and design (e.g., theater/stage size and seating range, potential dual large and small performance spaces), either initially or through potential future expansion phases. **(F)**

- **Wolf Pen Creek District.** Continue to promote the multi-purpose mission of the Wolf Pen Creek District, particularly the City's intent as an area to live, work, and play. **(OG)**
- **Northgate Promotion.** Continue to implement the Northgate Redevelopment Implementation Plan, particularly as it relates to promotion of a live music scene in the area, and especially to provide opportunities for local talent. **(N/A)**
- **Redevelopment Opportunities.** Through anticipated redevelopment activity in coming years, especially where older apartment blocks are likely to be redone in similar or new land uses and/or use mixes, monitor opportunities to incorporate arts space or other components into redeveloped sites. **(F)**
- **Arts Related Programming.** Continue the City's role in nurturing young local artists and offering leisure and educational activities to adults and seniors, such as through the Senior Xtra Education program. **(OG)**
- **Direct Promotion.** Continue direct promotion of local cultural and entertainment offerings through the City's own website, and in coordination with the Bryan-College Station Convention & Visitors Bureau. **(OG)**
- **City Staff Support.** Continue to provide direct staff support for arts and cultural offerings. **(OG)**
- **Public Art.** The City should continue to support a community-wide installation and maintenance program in conjunction with the Arts Council of Brazos County, the City of Bryan, Texas A&M University, Brazos Valley, and the Texas Department of Transportation. **(OG)**

CHAPTER 6

College Station strives for **improved mobility through a safe, efficient, and well-connected multi-modal transportation system designed to be sensitive to the surrounding land uses**. Five strategies have been developed to progress toward this goal. Each strategy has a series of action recommendations designed to implement the related strategy.

Strategy 1: Develop, implement and maintain, through regular review, a multi-modal transportation plan that supports the planned growth and development pattern.

- **Thoroughfare Plan.** Adopt and implement the Thoroughfare Plan. **(OG)**
- **Future Planning.** Amend the Thoroughfare Plan as necessary as neighborhood, district, corridor, and master plans are adopted by the City. **(OG)**
- **Project Programming.** Maintain and amend as necessary the City's various programs (Bryan-College Station Metropolitan Planning Organization Transportation Improvement Program, Capital Improvements Program, etc.) used to fund projects. **(OG)**
- **Monitor Trends.** Continue to collect and monitor transportation data including vehicle miles traveled, traffic counts, levels of service, transit ridership, and pedestrian and bicycle facility usage, crashes. **(OG)**
- **Context Sensitive Solutions.** Amend as necessary, the various tools used to implement the Thoroughfare Plan to ensure context sensitive solutions are employed. These include the Unified Development Ordinance, the Bryan-College Station Unified Design Guidelines, and the City's project development process. **(OG)**

Strategy 2: Reduce and manage traffic congestion.

- **Thoroughfare Plan.** Adopt and implement the Thoroughfare Plan. **(OG)**
- **Monitor Trends.** Continue to collect and monitor transportation data including vehicle miles traveled, traffic counts, levels of service, transit ridership, and pedestrian and bicycle facility usage, crashes. **(OG)**
- **Access Management.** Promote access management strategies where appropriate to preserve modal efficiency throughout the thoroughfare system. **(OG)**
- **Traffic Control Technology.** Install a state-of-the-art computerized traffic control system including signal synchronization. **(IP)**
- **Travel Demand Management.** Develop and implement a travel demand management program including real-time traffic information, traffic incident alerts, ridesharing programs, promotion of flexible work schedules, and encouragement of dense mixed-use development. **(F)**
- **Intersection Improvements.** Continue enhancements and upgrades at intersections to improve multi-modal efficiency. **(OG)**

Strategy 3: Develop and implement context sensitive transportation solutions.

- **Thoroughfare Plan.** Adopt and implement the Thoroughfare Plan. **(OG)**
- **Future Planning.** Amend the Thoroughfare Plan as necessary as neighborhood, district, corridor, and master plans are adopted by the City. **(OG)**
- **Context Sensitive Solutions.** Amend, as necessary, the various tools used to implement the Thoroughfare Plan to ensure context sensitive solutions are employed. These include

the Unified Development Ordinance, the Bryan-College Station Unified Design Guidelines, and the City's project development process. **(OG)**

- **Bicycle and Pedestrian Planning.** Amend and implement the bicycle and pedestrian system master plans. **(OG)**
- **Transit.** Pursue opportunities with the current transit providers to expand and enhance transit services within and between activity centers and dense residential areas, concentrations of student housing, etc. **(F)**
- **Project Programming.** Maintain and amend as necessary the City's various programs (Bryan-College Station Metropolitan Planning Organization Transportation Improvement Program, and Capital Improvements Program) used to fund projects. **(OG)**
- **Primary Mobility Corridors.** Adopt and implement the context sensitive approach identified in this Plan for identified primary mobility corridors. **(OG)**
- **Rehabilitation Projects.** Adopt and implement the context sensitive approach identified in this Plan for rehabilitation projects located within established neighborhoods or districts. **(OG)**
- **Right-of-way Constrained Projects.** Adopt and implement a context sensitive approach and decision matrix for City projects where the available right-of-way is constrained. **(OG)**

Strategy 4: Promote and invest in alternative transportation options.

- **Thoroughfare Plan.** Adopt and implement the Thoroughfare Plan. **(OG)**
- **Future Planning.** Amend the Thoroughfare Plan as necessary as neighborhood, district, corridor, and master plans are adopted by the City. **(OG)**
- **Context Sensitive Solutions.** Amend, as necessary, the various tools used to implement the Thoroughfare Plan to ensure context sensitive solutions are employed. These include the Unified Development Ordinance, the Bryan-College Station Unified Design Guidelines, and the City's project development process. **(OG)**
- **Bicycle and Pedestrian.** Amend and implement the bicycle and pedestrian system master plans. **(OG)**
- **Transit.** Pursue opportunities with the current transit providers to expand and enhance transit services within and between activity centers and dense residential areas, and concentrations of student housing. **(F)**
- **Project Programming.** Maintain and amend as necessary the City's various programs (Bryan-College Station Metropolitan Planning Organization Transportation Improvement Program, and Capital Improvements Program) used to fund projects. **(OG)**
- **Commuter Rail.** Continue to participate in the Texas High Speed Rail Initiative and similar efforts to bring commuter rail services to the City. **(OG)**

Strategy 5: Balance changes in land use with the capabilities of the transportation system.

- **Use of Future Land Use & Character Map.** Adopt and implement the Future Land Use & Character map contained in this Plan. **(OG)**
- **Land Use and Development Review.** Continue to evaluate the capacity of the existing and proposed transportation system in Comprehensive Plan amendments, rezoning requests, and site plan reviews. **(OG)**

- **Traffic Impact Analysis.** Require traffic impact analyses for all development proposals anticipated to generate significant volumes of traffic. **(OG & F)**
- **Monitor Trends.** Continue to collect and monitor transportation data including vehicle miles traveled, traffic counts, levels of service, transit ridership, and bicycle and pedestrian facility usage, crashes. **(OG)**

CHAPTER 7

Based on input received throughout the Comprehensive Plan update process, the Comprehensive Plan Advisory Committee has addressed the City's municipal service needs by establishing a goal for the City to plan for **municipal facilities that meet community needs, contribute to community character, are sensitive to the surrounding land uses, and provide exceptional municipal services**. The associated strategies and actions outline the steps the City will take in meeting this goal.

Strategy 1: Maintain existing infrastructure.

- **Focus on Infill.** Concentrate municipal services and facilities in infill areas versus fragmenting services. **(IP)**
- **Rehabilitation.** Invest in the sensitive rehabilitation of older water, sanitary sewer, electric, drainage, and other infrastructure in the City's oldest neighborhoods to maintain their viability and attractiveness for private property owners and homeowners. **(OG)**

Strategy 2: Develop, implement and maintain, through regular review, facilities and service master plans that support the planned growth and development pattern.

- **Land Use Planning.** Establish a Land Use Plan that will meet the needs of the growing population through the planning horizon, while being mindful of growth limitations such as a lack of public infrastructure and services. **(OG)**
- **Service upon Annexation.** Develop plans for the expansion of municipal services in conjunction with annexation plans to ensure that the City is prepared to serve its residents upon annexation. **(OG)**
- **Keep Master Plans Current.** Continue to re-evaluate and update, as needed, key master plans every 3-5 years (water, wastewater, storm water, drainage management, solid waste, electric, Police, Fire). **(OG)**
- **Plan for Future Facilities.** Develop a comprehensive facilities plan that meets the future space and functional needs of City employees as well as the desired community space needs. **(IP)**

Strategy 3: Maintain exemplary levels of municipal services.

- **Accreditations.** Pursue and receive accreditations City-wide. **(OG)**
- **City-wide Wi-Fi.** Determine feasibility of a City-wide, public "wi-fi" network (possibly in partnership with the City of Bryan and/or Texas A&M University). **(IP)**
- **Water Standards.** Meet or exceed State water quality standards for area streams, and maintain exemplary level of public drinking water quality and associated monitoring. **(OG)**
- **Storm Water Management.** Adhere to and require effective storm water management practices. **(OG)**
- **Economical Service.** Plan utility infrastructure and services and approve development only in areas that can be reliably and economically served within the City's capabilities. **(OG)**

- **Regional Cooperation.** Continue regional cooperation on solid waste management, and consider opportunities to consolidate or better coordinate other utility services with other area governments or service providers. **(OG)**
- **Excellent Service.** Maintain commitment to an excellent level of system operation and customer service for all City utilities and services. **(OG)**

Strategy 4: Expand municipal services and facilities consistent with growth expectations and to support the planned growth and development pattern.

- **Consolidated Facilities.** Establish consolidated facilities for storage and maintenance of service vehicles and equipment, records storage, materials storage and other needs in locations that are accessible to areas served. **(F)**
- **Character of Public Buildings.** Design and construct public buildings, facilities and improvements, including a new City Hall, which reflect the character of their surroundings, blend well into existing neighborhoods and districts, and help to establish an identity and quality standard for newly-developing areas of the City. **(F)**
- **School Facilities.** Communicate with College Station Independent School District on facility coordination opportunities, especially to locate new elementary schools within neighborhoods whenever possible, and to ensure safe/walkable areas around schools. **(OG)**
- **Coordinated Improvements.** Capitalize on opportunities to achieve multiple community objectives through major infrastructure projects, such as coordinated road improvements, utility and drainage upgrades, sidewalk rehabilitation / installation / extensions, and streetscape enhancement. **(OG)**
- **Promote Infill and Redevelopment.** Program utility improvements and extensions to promote infill and redevelopment versus expansion of the urbanized area. **(OG)**
- **Electric Infrastructure.** Continue phased implementation of the long-range Electric Transmission Plan, along with other area partners, to ensure adequate and reliable supply to serve anticipated growth and to maintain College Station Utilities' capability for rapid response to system outages. **(OG)**
- **Water Infrastructure.** Continue phased expansion of water supply resources and associated production capabilities to meet shorter-term peak demands, as well as forecasted longer-term needs. **(OG)**
- **Public Safety.** Expand public safety facilities, including a satellite Police station in southern College Station and strategically placed Fire Stations, in order to provide adequate service and response times. **(OG)**

Strategy 5: Promote facilities and services delivery practices that encourage resource conservation and protection.

- **Resource Conservation.** Determine practical ways to reduce energy consumption and implement resource conservation strategies in all areas of municipal service provision. **(OG)**
- **Runoff.** Limit the impacts of urban runoff on area creeks and bodies of water. **(OG)**
- **Green College Station.** Implement Green College Station initiatives and use "green" technologies and practices to reduce utility consumption, operate more efficiently, and limit facility impacts on nearby areas of the community. **(OG)**

- **Water Conservation.** Pursue and support local water conservation and re-use initiatives, specifically including the reuse of water to irrigate City facilities. **(OG)**
- **Recycling.** Promote solid waste reduction and recycling by residents, businesses, and local institutions, through the creation of initiatives that provide residents a convenient means of disposing of household hazardous waste. **(OG)**
- **Consolidated Services.** Identify ways to consolidate service delivery and create efficiencies in City government by minimizing sprawl and reducing service delivery costs. **(OG)**

CHAPTER 8

The overall goal for College Station's growth in the years ahead is to **ensure fiscally responsible and carefully managed development aligned with growth expectations and in concert with the ability to deliver infrastructure and services in a safe, timely, and effective manner**. The five strategies in this section elaborate on these themes and community priorities.

Strategy 1: Identify land use needs based on projected population growth.

- **Strategic Land Use Planning.** Delineate planned growth areas and protection areas by assigning appropriate character classifications (e.g., urban and suburban versus rural) for the 20-year planning horizon, through the Future Land Use & Character map in the Comprehensive Plan. **(OG)**
- **Holding Area Zoning.** Ensure that the growth timing aspect of municipal zoning is employed effectively by establishing a direct link between character areas indicated on the Future Land Use & Character map and the development intensity permitted in these areas through the zoning map and Unified Development Ordinance provisions. **(OG)**
- **Zoning Integrity.** Guard against zoning map amendments that, cumulatively, can lead to extensive residential development in growth areas without adequate land reserves for a balance of commercial, public, and recreational uses. **(OG)**
- **University Coordination.** Coordinate with Texas A&M University and Blinn College concerning their projected enrollment growth and associated faculty/staff increases to plan effectively for the implications of further off-campus housing demand. **(OG)**
- **Monitor Trends.** In conjunction with periodic review of the Comprehensive Plan, identify market shifts that could have implications for desired housing types, retail or other commercial offerings, and particular public service and recreational needs. **(OG)**

Strategy 2: Align public investments with the planned growth and development pattern.

- **Coordinated Planning.** Ensure that the strategies and actions of this Comprehensive Plan carry through to the City's master plans. The City master plan updates should include provisions that relate directly to the City's Future Land Use & Character Plan (e.g., future utility master plans; Recreation, Park, and Open Space Master Plan; Bicycle, Pedestrian and Greenways Master Plan). **(OG)**
- **Certificate of Convenience and Necessity Boundary Extensions.** Extend the City's service area for sanitary sewer (the Certificate of Convenience and Necessity boundary) into the Extraterritorial Jurisdiction in an incremental and carefully timed manner, in concert with annexation activity and defined growth management objectives. **(OG)**
- **Strengthen the Water/Sanitary Sewer Extension Policy.** Amend the water/sewer extension policy to require extensions to be consistent with the Future Land Use & Character Plan; the City's ongoing growth area planning; and the City's utility master plans and multi-year Capital Improvement Plan. **(F)**
- **Oversize Participation.** Establish criteria to evaluate the fiscal impact and cost effectiveness of proposed over-sizing commitments by the City. **(F)**

- **Capital Improvements Programming.** Expand municipal facilities consistent with growth expectations and to support the desired growth and development pattern. **(OG)**
- **Impact Fees.** Extend water and wastewater impact fees into new, targeted growth areas in the Extraterritorial Jurisdiction. Also, establish road impact fees within the City as authorized by Texas statute. **(F)**
- **Traffic Impact Analysis.** Protect road capacity and safety by strengthening requirements for Traffic Impact Analyses when proposed developments exceed a designated size or projected trip generation. Provisions for analysis and potential mitigation should be extended to significant single-family residential developments as requirements in the Unified Development Ordinance currently apply only to non-residential and multi-family projects. **(F)**
- **Parkland Dedication.** In follow-up to the City's extension of parkland dedication requirements into the Extraterritorial Jurisdiction, monitor the program parameters to ensure desired outcomes. **(OG)**
- **Interlocal Cooperation.** Pursue interlocal cooperation agreements with Brazos, Grimes, and Burleson counties; City of Bryan; Texas A&M University; and other service providers, as appropriate. Such agreements can address coordination of subdivision review, thoroughfare planning, floodplain management, and utility and other service provision, among other matters of mutual interest. **(OG)**

Strategy 3: Balance the availability of and desire for new development areas with redevelopment and infill opportunities.

- **Infrastructure Investments.** Invest in the necessary infrastructure to increase redevelopment potential for areas identified in **Chapter 2: Community Character**. Concentrating property development within the City makes efficient use of infrastructure and supports the City's Green College Station effort. **(OG)**
- **Holding Area Annexations.** Use annexation to incorporate and appropriately zone areas to protect them from premature development. This strategy can also be employed in areas where the City wishes to maintain a rural character. **(F)**
- **Growth Area Targeting.** Coordinate zoning, capital improvement programming, and municipal services planning to prepare targeted growth areas as identified on the Concept Map in **Chapter 2: Community Character**. **(F)**
- **Zoning in Support of Redevelopment.** Together with other incentive measures, apply targeted zoning strategies to designated Redevelopment Areas identified on the Future Land Use & Character map. Options may include items such as reduced setbacks, waiver to height limitations, increased signage, increased density, reduced parking standards, and reduced impact fees. **(F)**

Strategy 4: Identify and implement growth management techniques for areas within the Extraterritorial Jurisdiction.

- **Intergovernmental Cooperation.** Coordinate the City's regulatory strategy for rural lot sizes with efforts by the Brazos County Health Department to increase the minimum

required lot size for allowing on-site sewer treatment systems from one acre to a larger size, as needed, to address public health and safety concerns. **(N/A)**

- **Pursue Development Balance.** Consider the development of regulations and fees that help level the playing field between in-City and Extraterritorial Jurisdiction development. Ensure that Extraterritorial Jurisdiction development contributes its fair share to the long-term costs of extending public infrastructure and services to fringe areas. **(OG)**
- **Growth Area Annexations.** Pursue strategic annexations, if feasible from a fiscal and service provision standpoint, to extend the City's land use regulations to Extraterritorial Jurisdiction areas facing immediate and near-term development pressures. This should also include areas where City utilities have already been extended. **(F)**
- **Conservation Area Annexations.** Pursue strategic annexations in areas not targeted for significant urban or suburban development in the near term. This enables the City to apply growth management measures to discourage premature and inappropriate development. **(F)**
- **Voluntary Annexations.** Utilize the utility extension policy as a means to encourage landowners to agree to annexation by way of voluntary petition to protect the City's long-term interests in significant areas of the Extraterritorial Jurisdiction, such as along key transportation corridors. **(OG)**
- **Non-Annexation Agreements.** Target certain annexation efforts to areas where land owners maintain a TEXAS TAX CODE exemption on their property for agricultural use. In such cases, the City must offer the property owner an opportunity to enter into a non-annexation development agreement with the City in lieu of annexation. This strategy can be an effective way of assuring limited development on the property for up to 15 years. **(OG)**
- **Fiscal Impact Analysis.** Continue to complete thorough cost-benefit analyses to evaluate all proposed annexations. Explore available fiscal impact models that provide a more robust analysis. **(OG)**
- **Land Conservation.** In support of the Green College Station Action Plan, protect natural resources by recruiting land trusts and conservation organizations to consider acquisition and preservation of targeted open areas. **(F)**

Strategy 5: *Encourage and promote the redevelopment of land that is currently occupied by obsolete or non-functioning structures.*

- **Redevelopment of Retail.** Continue to emphasize redevelopment and revitalization opportunities for large retail sites such as Post Oak Mall and the vacant former grocery-anchored retail center along South College Avenue near University Drive. **(OG)**
- **Parking Management.** Encourage residential, commercial and mixed development models in the City's targeted Redevelopment Areas, as identified on the Future Land Use & Character map, that focus on integration of structured parking to enable more productive use of the overall site in place of extensive surface parking. **(OG)**

- **Zoning in Support of Redevelopment.** Review the effectiveness of the Redevelopment District (RDD) overlay zoning. Specifically, determine whether the minimum 20-year age requirement for pre-existing development is excessive or an obstacle. Consider applying the RDD zoning to designated Redevelopment Areas identified on the Future Land Use & Character map to encourage market-responsive development to occur at intersections of arterials within the City limits where there are significant amounts of underutilized lands. **(F)**
- **Density/Intensity Bonuses.** Use the prospect of increased development yield (retail/office square footage and/or additional residential units in mixed-use developments) to entice redevelopment projects aiming for increased development intensity. **(F)**

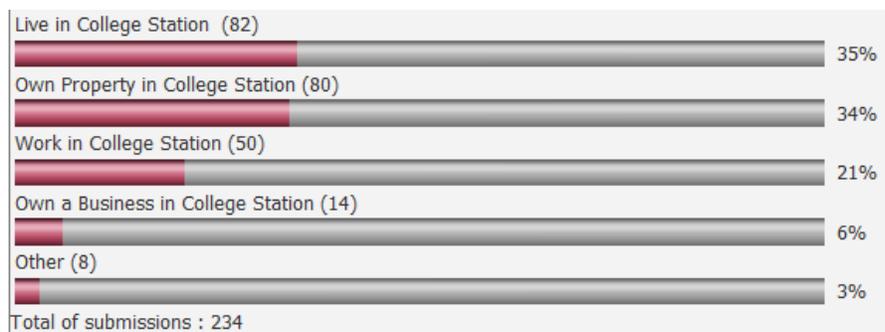
Appendix C – Survey Results Evaluation and Appraisal Report



2014 Comp. Plan Five-Year Checkup Survey Results

CHARTS:

PLEASE CHECK ALL THAT APPLY:



OTHER:

Own Rent Property

Rental property business

Retired

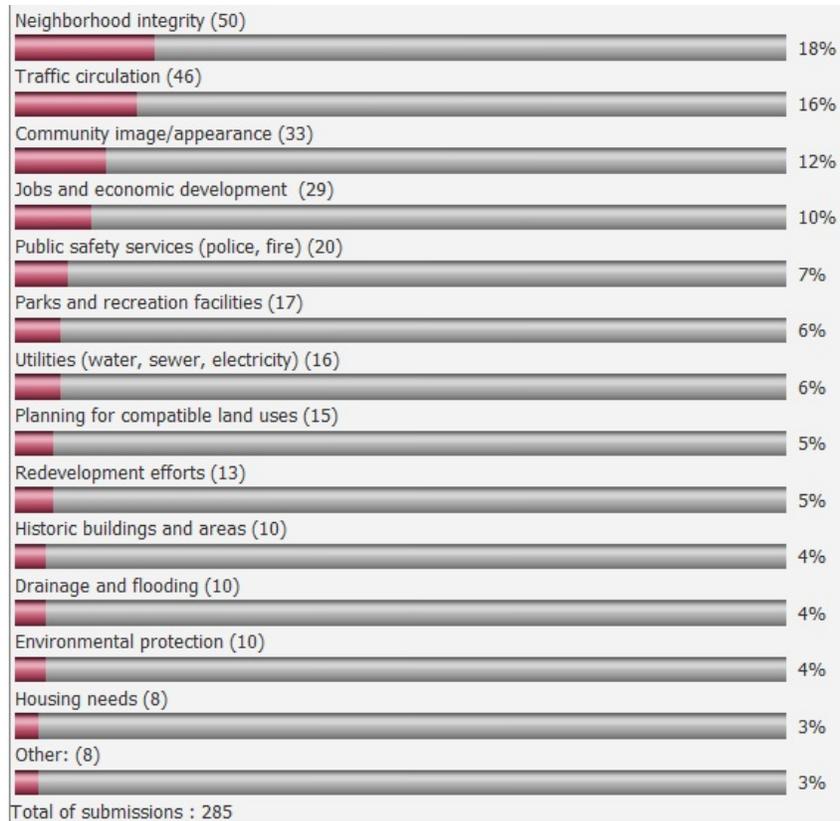
Retired teacher in B/CS

Lived in until just recently

Lived previously in the area for 15 years

Student

WHAT ARE YOUR TOP THREE PRIORITIES OVER THE NEXT 10 YEARS?



OTHER:

Denser development with public transportation to take cars off the road.

We need to review the city codes related to unrelated individuals living in homes -- they do not seem to be sufficient to address issues that are arising in neighborhoods

The arts

Improved traffic safety

High speed internet

Reducing taxes

Interregional transportation

Fiber optic internet

TEXT RESPONSES:

WHAT DO YOU CONSIDER “SUCCESSSES” IN THE CITY OF COLLEGE STATION OVER THE PAST FIVE YEARS?

The city election was moved to November which gives students more of a chance to be involved. The city locked in Kyle Field for 30 years with the Hotel Occupancy Tax money which means the city will probably be able to get the complex for its own stadium if it wants to have a sports team as it grows older and larger. Historically nothing has remained the same with either the city of Texas A&M and Kyle Field will be obsolete and of little value when compared with the advances occurring in the next thirty years. Probably the campus will move west and no one will want the stadium unless lodgings grow up in the area to house VIPs so they can walk to the games. Also all of these high rise student housing complexes in Northgate will have depreciated and become low income housing in all probability as has happened on the south side in the city. The Lexington Apartments/Sevilla were once new as the high rises are now. Look at their evolution. Getting the new buildings with the 100 year leases along University and Texas that they are building now - both buildings and roads - it seals that area off for the foreseeable future and the city can grow elsewhere into new things. Texas A&M becomes less a driving engine and other things can be developed to diversify the area's economy. Urban renewal can eventually be used to redevelop the area when needed. The city will be forced to cross either Carter Creek or the Brazos River or both as everything is solid and unmovable for 30 to 100 years at a time when we move into space travel and the University plays its role where there is open room to build new departments. Look at what Northgate became in the last 150 years as an example.

Growth of the South College Station, neighborhoods growing south, new high school

Growth. Safe and great for families and raising children (a lot of city programs for young children).

Improvement of bicycle lanes and paths.

Coordinated Growth.

Denser development in Northgate area.

Turning the proposed Super Wal-mart from the then underdeveloped Rock Prairie and 6 to the existing Wal-mart at 2818

Success, would be the amount of multi-modal facilities such as bike lanes being put on the ground. The other success is placing the A&M students closer to campus and away from neighborhoods. Finally, having developers mitigate for their traffic impacts.

I can literally think of nothing. You are a city government that does not represent the citizens, but literally functions like a business. However unlike a business you use force-the force of law. I have always been an avid outdoors person. One thing you would expect the city to do is care about the safety of its citizens. While fully obeying traffic laws, I have nearly been run over 5 times in the last 2 years. Yet the city takes down the traffic cameras, which was significantly slowing drivers. Considering the complete invasion by the government of our privacy, traffic cameras, being in public spaces, were simply not an invasion of privacy, but a much needed safety measure.

The city of College Station has done a great job with responsible growth. The type of development in the city is first class and well planned. Hiring Kelly Templin. That was a great move.

Great variety of programs for citizens and excellent promotion of these programs.

Define Successes

The growth; unbelievable.

Widening Texas Ave; Harvey Mitchell Parkway and Wellborn Rd intersection; Northgate area improvements; Business build out East University Drive; South College Station road improvements and subdivisions; annex of Wellborn

The infill developments happening in Northgate are a good thing. Let see if we can get it to spread to other areas... Wellborn between Southwest and George Bush is run down and can easily be redeveloped; it is also an entrance to Texas A&M and is a gateway to College Station that seems to be ignored.

Good roads, great sidewalks, plenty of parks.

Schools doing better than other cities. City run without a lot of disruption. Activities for seniors. Low crime in recent past but now growing. A friendly and pleasant place to live.

I have lived in the area for just over 3 years, and just in that time it seems the city is growing exponentially. The new development in property and medical facilities has been a great success in cleaning up older areas of town and increasing number of jobs, as well as providing needed medical support for seemingly over crowded hospitals.

(1) Good trash/yard waste and recycling programs. Please add electronics recycling. (2) Implementing the reconfiguration of on/off ramps along the Hwy 6. (3) Green actions that use clean, but unpotable water to water fields at Veterans' Park. (4) Adding wind power to the electrical grid. (5) Solar panel (PV) subsidy. Expand it to provide more green energy. (6) The one-page newsletter with the utilities bill.

Growth of new businesses and new student endeavors.

Infrastructure improvements

The parks are great and well maintained.

The comprehensive planning and the various city committees that upheld it are to be congratulated. It has helped keep the integrity of the neighborhoods in check. I also appreciate the care put toward our city's parks.

Bringing new businesses into the City to increase tax revenues. Keeping the City attractive and clean. Creating the medical district along Rock Prairie. The improvements to Northgate-Any inner city revitalization project that improves the appearance of the city and encourages re-development.

Completing the construction on Wellborn Rd. Taking down the red light cameras. Conducting neighborhood meetings for residents' input. Continuing to broadcast City Council (& other) meetings. Completing a new drainage study and initiating drainage enhancements. Continued improvements to Veterans' Park.

Development and maintenance of neighborhood associations; development of comprehensive plans for neighborhoods that emphasize neighborhood integrity AND that the city backs up; building a new fire station on University Drive; keeping citizens aware of what is happening through more ways than just "posting" something on the website.

Can't think of any

--Addition of Barron Road exit. --plans to expand Lick Creek park. --completion of Fitch Parkway and alteration of Greens Prairie and Arrington Rd, but signage can be confusing. --apparently smooth transition of school population to new elementary school

Moved to CS Aug. 2013.

Continuing support for parks and recreation for all ages of city residents.

Efforts to improve major drainage ways. Limited improvement in approaches to street development, as seen in some newly developing areas.

College Station is a university town with diverse entertainment and resources, such as parks, available to the public.

It feels very family friendly. Lots of awesome parks, walking trails, etc.

Parks.

Redevelopment, and infrastructure improvements have been great successes.

Avoiding disagreements between the neighborhoods and business communities.

New stores and restaurants, building of more schools, police response time is great, rezoning of schools,

Traffic light timing along business 6 really has improved traffic flow. I stop less and I think my gas mileage to/from work improved.

College Station has succeeded in attracting new businesses and residents over the past five years. I have enjoyed seeing long-empty buildings renovated or demolished to make way for new businesses and housing. College Station has also improved the roads and infrastructure to better accommodate the growth and change. Parks have been maintained to attract residents, visitors and events. Though utilities have increased, they are still good services that are meeting the needs of this resident.

Attraction of industrial businesses to the area, development of the Hwy 6 corridor, retaining wall on Northgate, parks - our parks are AWESOME!

The new cemetery and improvements to major road corridors, mostly by TXDot but also by the city. Using Wolfpen Creek space for Christmas more than Central Park although the traffic and parking issues are terrible for the nearby neighborhood (like Carnation Street where our kids live).

(1) Developing adequate housing for families and students. (2) The upkeep of the parks and development of new parks. (3) The streets, public areas, and most neighborhoods seem very clean and well taken care of.

Cleaning up along geo bush east and making this street commercial on east side

The commercial and University Dr. "type" development. Northgate, restaurant row area.

Generally & importantly, a shift from a governance of adversarial to business to a pro-business environment. The city officials and staff seem more in a "how to" than "do it our way" mind set.

Roadways have gotten better.

Medical corridor. Widening of Texas ave.

Redevelopment of "inner" areas.

Street improvements. Improved police and fire protection. Excellent trash and recycling services

Trees planted on highway, new development looking nicer, requiring rental properties to register.

More parks and new businesses are coming.

Scott & White Hosp, upgrade of Bird Pond road, Medical District?, Rock Prairie overpass, Barron Rd, Barron Rd overpass, Tower Development, Sale of S/W building to Papa's. Sale of Triangle Bowl after the even bigger failure of buying it.

Building bypasses

Wolf Pen summer concert series

Lots of new restaurants, new construction in housing, increase in fire and police, new S&W hospital

College Station has a lot and will have a lot more college students in the future. It is unfortunate that people do not take care of rental property like they take care of their own (generally). One of the great programs CS does is the trash pick-up. You pick up tree limbs when people trim trees. You pick up the furniture and mess students leave (if they just put it out by the street). You have nice trash cans with City logo. Thanks for picking up hazardous waste...wish you would do it more often.

Reduction of crime in area just south of the university. Feel safer now.

(1) Updates to city parks (2) Use of our Comprehensive Plan to protect the integrity of our neighborhood from drastic and inappropriate changes to properties by investors. "

Abandonment of the Convention center idea.

Considerable growth w/ concomitant benefits and liabilities. One nice newly developed area is by Consolidated High School where all people now have access to a pretty and useful walking path/sidewalk. (Yea for the high school students for providing the impetus for this!) Future developments should all require use of sidewalks or walking paths. The larger we become, the more important this walking, and perhaps even bicycle access, will become.

None

Growth. New businesses. Strong housing market. Improvements in northgate.

Improvement of quality of life, a long range plan for improving.

Business development, road improvement

Enforcing the Comprehensive Plan which protects neighborhood integrity. Outstanding professionalism of Ms. Morgan Hester, Planning & Development Services. Excellent competence and performance of the city workers I have encountered recently. Abandoning the misguided plan to destroy the last large green region in a residential neighborhood, west of Ashburn Avenue, by cutting down the trees and forcing a public path through near creek and houses. Getting rid of red light cameras and other harassment of safe drivers, who were issued very punishing tickets for infinitesimal traffic violations, like right turns at stop signs or red lights at 1-3 miles per hour. Getting rid of Mayor White.

City services provided by the city.

The Wolf Creek Park area and its trails. The redevelopment of certain housing areas south of the University, in and around the "state streets."

Business development

New industries and residents

Increase in non college related businesses. Opening of interesting businesses, like brewery, distillery.

None! Just continuous construction!

Given the general deterioration of quality of life for families in CS, there aren't many.

The new fire stations are wonderful!

The college's expansion and reputation are an on-going plus for College Station.

Encouraging more dense student housing near the university.

Not aware of any, continued to grow via A&M ties

Having a small enough city to get around with all the great shopping and food places that big cities have.

The actual urbanization of a portion of Northgate.

ClickFix etc. is a cool program.

Excellent trash service. Safe and good feel about the city.

Master plans and various neighborhood plans.

Steady economic growth.

Infrastructure improvements, widened roadways, new businesses/restaurants/lodging

Downtown Bryan has been a huge success with the events and community involvement of First Friday. Through the past five years as a student, I have really enjoyed having a place to go with an urban feel. I think it is really important to have places where the community can gather. Also involvement with the students of the Architecture department in First Friday events has been a success. Linking the University and the Community has been successful and any way to do this really enhances the lives of the students during their college experience.

WHAT DO YOU CONSIDER “SHORT-COMINGS” IN THE CITY OVER THE PAST FIVE YEARS?

The passing of the changes to the city charter making a recall more difficult. In Washington, DC Mayor Marion Berry I believe it was had problems with the FBI regarding drugs and once free became Mayor again. If one must have a proven criminal charge against a politician to recall them they may not be removable even if they go to jail in Texas. If a small group gets someone into office and the whole city wants them out of office it might not be enough to remove them from office. Aside from embarrassing a few politicians the system we had seemed to have worked just fine. The council members remained in office and the world continued turning. A lack of diversification in recreation and the areas to develop it. Everything seems to have to make a buck for anyone to do anything new so we mostly have drinking and students passing out in planters in Northgate and things like that. There is very little to do for fun in the city and no one seems to be brainstorming new areas like planetariums or public aquariums or specialized libraries - maybe one devoted to public recreation information even. There seems to be no plan on how to handle drones and what the people flying them as a hobby can do, no area for people to play chess and checkers outdoors in matches, is there a dog park yet, no waterfront development like San Antonio has, no regular place to sell arts and crafts where people can have drinks and pastries and walk around just looking. You want to have lots of retirees in the city but have little or nothing for them to do and have a crime problem with groups of men robbing people and girls being kidnapped from the street and kids riding their bike home not making it safely. The city is not safe for old people to take a stroll or young people either for that matter. Having rolling blackouts yearly because there is not enough electricity available. News department requests in winter and summer to save enough energy so the grid does not collapse - one bulb and the tv on at most - the city handles the electricity so why can't it come up with additional local generation? We have moving water so why not use it to turn a generator? We have wind and sun. The city and state build dangerous intersections. Look at the geometry of the left turn lanes on Texas Ave at Southwest Parkway and how you cannot see a car coming due to the orientation of the car facing you. All they have to do is narrow down the divider separating the lanes so the angle or wideness of view is increased. At Holleman and Texas there are lights that under certain conditions blind drivers at night as they turn left from Texas onto Holleman. There are lighting contractors who make a living focusing light where it should go - bank parking are for instance - and not wasting it in light pollution.

Restaurants around hwy 40, not fast food, stop light at 40 and Victoria, more athletic fields (baseball).

There is a need for bigger and better athletic complex for youth. Not enough fields for football and baseball. Kids need to be active, but when there is nowhere to go to practice or even go hit or a throw a ball with friends, kids are more likely to do something that is not productive or even get in trouble.

Not enough improvement in bicycle lanes and paths. Increase in crime.

Traffic - needs better infrastructure

Not student friendly; traffic issues are worsening around campus and commercial areas on Texas

Spread of rental housing within neighborhoods with minimal rules and lack of enforcement by the city to prevent housing built specifically for students being placed in single-family neighborhoods

Short-comings, catering to slum lords and developers that convert single-family homes to 4 bed and 4 bath rentals. Lack of minority representation on City Council, Planning and Zoning and upper and mid management on City staff.

By changing the zoning laws in neighborhoods near TAMU, the city has literally run long term residents away from their homes as old homes are torn down and new housing that could only be for students is in put in their place. These were neighborhoods with renters, and homeowners, which have been turned into TAMU housing. The entire intent of the change in zoning law was to provide housing for students because a family would never live in such a house. The residents stated they did not want this zoning law change. What does that matter to a city that does not understand the difference between their job as elected officials and running a business? Being greedy for tax dollars, the city destroys established neighborhoods. The city of College Station is like a business that could jail people. If I was forced by threat of losing my home to shop at Target, I suppose I would.

The city has been perceived as being difficult to work with from a developers stance. I hear it all the time...about how hard it is to work with the City of CS even from out of town developers. The UDO, through faire plan, and land use plan all make sense, but staff needs to be able to use common sense/judgment. Look at the reason behind the rule and see if it still applies. There has to be flexibility. I do feel it has gotten much better with Kelly Templin coming in. I think it is important that the city staff that is meeting with developers (PAC meeting, etc) are friendly and personable. You can say "no" in a respectable manner. Over the last few years that has not always been the case. Developers understand that there is give and take...but it is hard to not get resentful when staff is perceived as combative. Again, recently this combative attitude has drastically improved and I would now consider a non-issue at this time.

A Senior Citizen Center.

Complete disregard for citizen input. It is requested, politely acknowledged, and then completely ignored. Examples include the gutting of the South Knoll Neighborhood Plan and the many thoughtless replat grants made by Planning and Zoning.

Rental property is out of control. City needs to have better Zoning as where Rental can be built and where they can be operated. Shopping carts are left everywhere, store need to be held accountable for them. We still need more police officers and new police cars / SUV's. No real recycling plan, what we have is joke. The cost of electricity is sky high.

City being more reactive than proactive in line with the growth. Council seems to be disingenuous to its citizens and community as to infrastructure and safety. Hey, if we need to improve infrastructure, then by golly, let's do it and make the citizens pay (out of their pockets). This would be better than making them pay for it through lack of service and the corresponding hassles.

#1 priority - Build a conference Center (this is long past due). #2 - Build a new City Hall (this is long past due) Underpass George Bush & Wellborn (I liked the Low-Trak proposal). Widen Harvey Road from the bypass to Boonville Road. Build a real airport (this is long past due).

Failure to live up to the protection of existing neighborhoods called for in the Comprehensive Plan including the gutting of the South Knoll Neighborhood Plan by Council members before adopting the lackluster remains of that plan. Citizens in that area have been denied their right to explore remedies to the ongoing rental takeover of the area. In addition, the cutbacks in code enforcement and lack of administrative fines or a permit system for renting homes has left the rental registration ordinance extremely ineffective. Home owners who occupy their homes have been left to the mercy of a system that obviously doesn't care.

The speed at which the city has started to sprawl. We need to find ways to curb that and focus more on increasing the density. We need more mixed use developments in town.

I feel like I'm being hassled for having a rental property.

Letting non family people and students ruin real family neighborhoods. Not cracking down on illegal aliens which means drugs and crime in neighborhoods.

As mentioned traffic is not a part of the plan, but it is certainly a short coming and it will only get worse. Another issue I have experienced is the flooding of streets all over town.

(1) Designating homes in Horse Haven area as single-family dwellings and then allowing houses in the latest phase to have four bedrooms with four bathrooms that are clearly built for multiple single occupants, not families. Many of the driveways were configured in a way that the cars have to drive over or park on grass to accommodate the 4-5 trucks/vehicles of the 4-5 adults living in most of these houses. While many of these people are reasonable, many do not take care of their property or trash. I am very concerned about what they will look like in 5-15 years.

Helping older neighborhoods develop plans to define themselves and preserve their integrity.

The city lacks a natatorium. We should develop one that CSISD can also use. The city needs a "downtown" area with restaurants, shops, etc. this town does not feel like a nice small town because there is no central location.

The South Knoll NRT was frustrating. Even the items that were not struck down by Council are not being enforced. Driving around town there are obvious issues like new buildings going up with no parking(on the bend of George Bush), front yards being paved (Laura Lane), houses with obviously more than 4 unrelated people and cars parked in the yard (Holleman). Even basic things like "no parking" signs haven't gone up. I have used the click and fix app but I am not the code police for the city and feel like nothing results from submitting issues.

Students who are renting. Please consider implementing a regulation that requires single-family homes to have no more than two unrelated occupants living in it. Or, alternatively, consider a regulation that limits the number of unrelated occupants to X in a neighborhood block. That would slow the spread. I don't mind having college students in the neighborhood. In fact, it sometimes is a pleasant experience. But for those houses that have so many people living there who are unresponsive to their duties as a neighborhood citizen, it really hurts the quality of life.

Overdevelopment in certain areas and not creating "green belts" or park areas to preserve at least a small portion of the wooded areas being rapidly developed (especially in South College Station).

Poor code enforcement in residential neighborhoods. It's the resident that should be held responsible, in most cases. It is not the property owner. Not patrolling neighborhoods for cars/trucks improperly parked. Allowing U-Turns on Texas Ave. and other major arteries. No yellow or white paint on raised street medians. Very dangerous at night. Street and roadway litter is a huge concern. City staff and Council have forgotten that it is the long-term resident (and those of the future) who should be considered in decision making...not "what's in it" for the city. That is a recent phenomenon. Lack of neighborhood park maintenance. Carter Park is a prime example.

Letting houses be built that pass under "single family homes" that (1) clearly will have more than 5 unrelated people living in them (e.g. 6.5 bathrooms and all but the 1/2 bath connected to a room -- I have walked through these under construction and then talked to students living in them), (2) end up with so many cars parking regularly in front of them that the streets are nearly blocked for fire and rescue vehicles, school busses, as well as normal traffic flows. I don't mind renters as neighbors as long as the integrity/quality of the neighborhoods is not degraded. The city staff enforcing codes really have nothing that will fix these problems -- the problems occur in spite of existing codes. An in-depth discussion and review of the codes is essential.

"Short-comings" is too mild. The City shows lack of concern for maintaining its heritage and character and is allowing, if not encouraging, destroying the neighborhoods it previously deemed historic. The cost of living is too high. Rents are insane and cater to students who live 3-5 to a dwelling. Single mothers must either live in unsafe neighborhoods or work more than one job to survive. The social service programs do not allow for "extravagant" rent (\$850 per month for a 3 bedroom house). The chain restaurants are okay, but the local businesses are overshadowed by them. I would seriously like to know 3 restaurants that you can only find in College Station. Outside of A&M, the city has lost its identity. Completely. Stop allowing developers to tear down our houses and build cheaply made student mansions. Additionally, I don't appreciate the police following older model cars around until the drivers get so intimidated they make a mistake and get a ticket. Profiling is NOT okay.

--Annexation of Wellborn over citizens' wishes. Now that it is annexed, it has not received complete city services-- sewer, gas, etc. --Purchase of Chimney Hill for development of convention center without delving into need for such property. --Altera

Not enforcing city codes

Not controlling parking or enforcing parking regulations on old neighborhood streets. Not keeping up with street re-surfacing. Are we spending too much tax money on "incentives" for new businesses, rather than honoring our obligations to the present population? Turning neighborhoods of single family dwellings into four-plex or eight-plex structures with no mandatory off street parking.

Insufficient pressure on agency building major roads in area to be sure they are for long term traffic needs.

The elected officials seem to support and serve the commercial interests of the city over that of the individual citizens.

(1) Not enough nice or family restaurants, especially in the south part of town. (2) Not enough up scale shopping or a nicer mall, especially for women aged 30-50 (think Ann Taylor, Banana Republic, etc.) (3) Not enough entertainment venues for families. (4) Building too many apartment complexes. (5) Not keeping in mind the school district cannot keep up with the growth...i.e. all of the new apartments attract students, so the old apartments attract lower income families with children. How about renovating some of the old apartments? (6) Not caring how our city looks....i.e....coming into town you see The Silk Stocking, a stone carrier, a rundown mobile home park. The city buildings are old and outdated. There is no cool downtown or square. Coming down Wellborn to Kyle Field you see old run down homes and run down Section 8 housing. (7) TX and University cannot handle all of the traffic the growth there is going to bring. (8) Not caring about building new parks and baseball and soccer fields for the families in town who are actually paying the taxes. Why do our kids have baseball games until 9:30 on school nights? Because there aren't enough fields.

Some of the construction on Hwy 6 lately it seems like might have been thought of sooner.

Bike trails that connect up to each other. They are very sporadic. Rock Prairie definitely needs one. I don't know why they didn't add one to Bird Pond Road where it was re-surfaced. The road noise from the type of surfacing used in places including HWY 6 (which I assume is the state) is extremely loud.

Failure to adopt a traffic plan that won't render the bypass gridlocked.

Neighborhoods being taken over by students and students not being held accountable for how they treat such neighborhoods. HOA's not enforce codes are not following up with complaints. The lack of patrol officers in neighborhoods in S CS.

City planners present plans and request citizen input but I got the impression that the plan they proposed as a "draft" was more than that and I found that the proposed plans rarely changed from what the staffers recommended. I got the impression that the planners were invested in "their" plans. I recommend that before anyone get invested that citizens be involved and public hearings conducted. I know it is hard to get input at that stage but repeated attempts at that point might get citizen input before staffers get invested in one plan over another.

Some of the squabbles between city officials/representatives and residents a few years ago were discouraging, but things appear to have improved in the last couple years. Listening to what residents want/need has made our city officials/representatives more credible leaders.

LOTS of money spent on "medians" on College Station roads as opposed to expanding them. Not very good breakfast restaurants - not to be picky, but some of us like to go out for breakfast...

We put very little requirement on what major developers have to do. The landscaping required is practically non-existent. We are going to end up with the "290 corridor" look all the way through on the bypass. The time to put requirements in place was 20 years ago but we failed then and continue to put BUSINESS first over everything else. College Station has no character, no center. It's just student housing and cheap development all over now. Also the way the Cafe Eccell issue was handled was deplorable. What a commentary on how independent business is treated here! No wonder all we get are chain restaurants and stores. I used to think Bryan was the lesser of our 2 cities but seeing what they have done downtown makes me yearn for that in CS. We also need serious water conservation efforts here and to get TAMU to comply as well!! We have spent enough on park development but do need to maintain what we have. We need to put more money into overall community appearance.

(1) Lack of transportation services for non-students. More bus routes and stops are needed. (2) High regulation over construction and zoning. (3) It seems that College Station is run by academics and that Bryan is run by businessmen. College Station officials make it difficult for business and construction.

Allow for all of George Bush East to be zoned commercial

Roads and infrastructure not being extended fast enough to encourage suburban residential (primarily) growth.

The problems include a relaxed effort in code enforcement and a slipping in help for neighborhood HOAs. Also, some public green spaces have gone down in the past 2-3 years.

Ridiculous requirements on builders and developers for new construction like the tree deal--that was nuts and some of the requirement of landscaping in parking lots like Tractor supply--no one ever thought someone might have a trailer to pick up supplies--and how you require businesses to plant a tree so when you get out of your car in a parking lot--you can get poked in the eye from branches.

Establishing the rental registration. I have received nothing for the money that I have put in to it. Do more to prevent building of more multifamily properties. They eventually turn down with time which is not a direction anyone should want to go. The addition of redlights and blocking of left turns. Its unneeded and causes more problems than it fixes.

Code enforcement especially for rental properties. Many older rental properties are NOT maintained by the owners and or the tenants. Lots of tall grass, trash, parking on both sides of the streets, and loud music. The city should focus on these properties and on aging single family properties. Failure to help residential neighborhoods to maintain their integrity.

Failing to protect older neighborhoods. Lack of code enforcement, sense that businesses and rental owners have priority over the residents.

City streets need improving and the city need to stay out of the real estate business purchasing land and building and sale later for a lost.

No new park development on the corridor between rock prairie road and Greens prairie road, the over development of northgate, Northgate is not a friendly place to venture, Lack of parking in Northgate, little diversity in northgate too many bars. Buying Triangle bowl, Building a fire station at University and Tarrow that is out of character with the community and function. It might have made a nice museum. Need for family entertainment in CS, The ice rink in wolf creek is only an ice rink it could have been an entertainment venue but it is too small and no food or drink. Rental registration is a bad idea, and is not used by other city departments. Rock Prairie Road is long overdue a major upgrade to 5 lanes with walking/biking lanes. This is a major feeder and is frankly dangerous in its current state.

The loss of the historic district. Allowing building 4+bedroom structures. The streets where many of these structures cannot accommodate 5 trucks X 7 structures (all looking the same).

Grocery carts on the sidewalk along FM 2818 - are they Wal-Mart's responsibility? Crime in the older area of CS - all those duplexes used to be student housing, now a student would hardly consider living in them - current residents are not taking care of them. The old Kroger shopping center - panhandlers (I always call the CSPD non-emergency number when I see them). Horrible median on FM 2818 - holds water on the eastbound side, between the high school and the fire department, during rainstorms. And westbound traffic - good luck getting into the library without doing strange things on Welsh! Who plans this stuff - horrible! When the guys tore up the sidewalks along SWPkwy (for the sewer replacement) they seemed to neglect returning the landscaping to decent form - grass and weeds just grew over the haphazard dirt piles! Way to look out for the residents in this area. Well, I guess families fleeing the area will just be the ebb and flow of ""big city"" living - urban flight? City park - soccer field use - priority seems to be to private club teams. So the common citizens' kids are practicing in the dark on the fields that are left - thanks! Why run a city league for soccer, if you can't provide practice fields for the teams? Maybe each team only gets to practice one night a week, UNDER LIGHTS, instead of selling the lights to club teams?

Roads need repaving in some neighborhoods like Wood Creek, traffic has dramatically increased- that issue needs to be addressed

Enforcement of keeping the neighborhoods attractive. Investors in rental houses should be made to maintain the property to include maintaining yards, drives and structures. I have a home in the "Historical" district and find there is a lack of preservation in this area. Do not allow homes to become overnight rentals/hotels in a neighborhood. Enforce ordinances i.e. max of 4 students to a house, homeowner lives in home that rents overnight.

Traffic and parking along roads is bad. More than four unrelated occupants on a regulars basis living in a residence.

Not monitoring rental properties. Investors buy single family homes and rent them to four students at a time. You see them buy one house after another down the street until the whole street is rentals. There should be regulations put in place like other cities have to restrict house rentals to one in every ten homes on a block in our residential neighborhoods. If investors want to build rental properties there are more appropriate areas of town to do that than invading existing family neighborhoods.

Failure to install Red Light Cameras. Lack of effective enforcement of the number of unrelated individuals in residential houses. Seeming lack of coordination in mowing or community service crews of main traffic thoroughfares on game, graduation, parent weekends. I'm unaware of any comprehensive efforts between the City and strip shopping centers or other high use areas to pick up trash that gets out of dumpsters or never seems to find a way into dumpsters and leaves a negative overall appearance in our community.

You have failed to protect permanent long term residents from an over influx of students on any one street. Everyone has the right to own property....including groups of students. They do not, however, have rights that supersede the rights of others. Large numbers of young college students on any street have created a "fraternity row" mentality. In addition to causing deterioration of property in the area, the neighborhood personality is destroyed and creates feelings of animosity. This could be prevented or at least mitigated by limiting the number in a household to two (three if two of the residents are related). Also, it should be a requirement that all cars/trucks belonging to residents must be parked in the drive or garage. On street parking should be limited by time and only allowed for visitors. Large cities have wider streets and even they utilize limitations. We are failing to help our young people develop into responsible adults. Perhaps that is the greatest fault we have committed in our failure to maintain neighborhood integrity.

Letting big business investors come in and dismantle our family oriented neighborhoods by tearing down good family houses to build multi student housing. No neighborhood is safe, even those with HOA's. Coupled with this problem is letting these developers either subdivide larger lots to build multi-student houses or combining smaller lots to build large multi-student apartments in the middle of older neighborhoods.

Growth. Increase in congestion on roads in certain areas.

Dependent on tourism and college.

Need to make the community bike friendly

See above for the ones that have now been remedied!

If feels as if you don't welcome investors in your city. There have been several times it feels as if you are trying to penalizing parents that purchase homes in your city under one set of rules and then you start to change the rules that would de-value our property because we rent it to college students. We are only 8 blocks from the university, so you would think that you would want to encourage this type of investment.

Spending the road maintenance funds on trees and then trying to ask the citizens to approve a tax increase to cover needed road maintenance. I can't begin to convey the level of dismay and disgust that I felt at such behavior. The development of the walking path along Harvey Mitchell Parkway between Texas and Welsh Ave. Perhaps its use has increased in the year since I left, but I fail to see the demand or use for such an expensive item. The area is exposed to the sun (and hot) and not wooded or attractive to walk in for exercise, and does not lead anywhere useful other than the high school--which limits its use to residents to get to commercial or other areas. The new fire station in University Drive is over-the-top. While a decent facility is necessary and warranted for the firefighters, and they deserve good technology and amenities to do their difficult job, that does not translate to a need to waste money on a palace or visual splendor. If the city has that much money to burn then it should lower taxes.

Expanding Rock Prairie AFTER hospital has been built and traffic is already slowed. Bee Creek rocks and Wolf Pen "improvements" look uncompleted and terrible with weeds growing through the expensive "improvement". Allowing student housing to be built in the middle of nice housing (Wellborn/Buggy Lane), not enforcing the code of 1 student/1 bedroom in homes in Southwood Valley, etc. Airport fiasco over management and trying to cut flights. I see too many red light runners at Holleman/Texas and Rock Prairie/Rio Grande, and no tickets being given and/or no traffic light timing adjustments. Taxes going up.

Event traffic management

Taxes. Fees for strange things.

See above...lack of services for the needy...bicycle lanes needed on Wellborn road and IGN road....and other roads well traveled by bicyclists...

The COMPLETE failure of the City to regulate/control the conversion of single-family homes to student rental properties.

Although I do not want the city to look more commercial, the need for more hotels is very apparent.

The "rule" that if you own a two bedroom condo you can put 4 unrelated folks in it and if you have a FIVE bedroom house you can ALSO ONLY put four unrelated folks in it is unfair, biased, and typical of government action. I would have hoped for more from a Texas town! Please change this rule! Also, can I get an exception? Charlie

My property is one of about 4 family homes on a block of student rentals. It is disturbing to me that the student rentals are not maintained and that parking in front of my property by multiple cars is a daily problem. My son lives in my property and says if he complains, students will take it out on his vehicle or my property. There are constantly loud parties in these rental properties in a neighborhood that house young children. I wish there was some way to restrict the areas that rent to students or require more surveillance in those single family neighborhoods.

High tax rate, overzealous know it all management.

I do not see my neighborhood having enough enforcement to keep the area clean. I am concerned about my properties value continuing to depreciate due to the lack of owners being responsible for keeping things clean and up keeping the appearances

The failure to pursue/secure high speed rail service between College Station and Houston Intercontinental Airport/Downtown Houston.

Spending a lot of money on trees at the bypass, especially since some are being cut down. Spending a lot of money on trees at 2818 and Wellborn Rd. Letting trees die in the parks and not replacing them. See Thomas Park as an example. Not have the traffic lights synched. Not using yellow flashing lights overnight. Water lines continue to be dug up and fixed. See Puryear Drive over and over again... Allowing multifamily redevelopment in single family areas. See new 3 story house between Lincoln and University Drive behind Pilger Tire.

The growth of so-called "single family homes" designed for four or more students. A nearly total lack of control of such growth by City Council. It is rare for neighborhoods to be protected from violations of the law.

Limited choice of ISP wifi providers as a property owner I have been made at times to be a pro me or an outsider even though I (we all) provide a valuable service to the community and students.

Budget constraints.

The City seems to hate individuals who own residential real estate rental property, especially if they do not live in the CS area. This law that requires landlords to pay \$15 per year to "register" their rental properties and then must have an "agent" that lives within 30 miles is nothing but a way to get additional tax dollars and does virtually nothing for the city.

Rising violent crime, continued funding of Christmas at the creek, wasteful spending on parks and trails.

From a retail economic development standpoint, would like to see more recreational opportunities for kids of all ages and more restaurants.

WHAT DO YOU CONSIDER TO BE THE GREATEST CHALLENGE FACING COLLEGE STATION AS WE CONTINUE TO GROW?

Providing basic services to citizens.

Keeping crime down as the city extends its growth, and traffic

Traffic, shortage of baseball fields, football fields, places for our youth to stay active.

How to manage all of the traffic and increasing crime.

Control the growth in positive direction.

Balancing desires of business growth (especially landlords and developers) versus quality of life in existing and new neighborhoods.

Traffic congestion is going to get worse. Development is happening at a rapid pace and infrastructure is failing to keep pace. Development should take on most of this burden and mitigate or pay for infrastructure needs.

For the government, it is being honest and following the intent of the law instead of switching it according to their whims.

Where is the growth going to go? What can be economically developed? We are running out of land that can be developed into residential. This makes development more expensive and the affordability of College Station diminish.

Traffic Congestion

Preventing the disintegration of our central neighborhoods into student rental communities.

The fact that the city seems to think we are still a small community and acting like the whole world moves around the University.

Traffic and redevelopment (mostly infill redevelopment); if we don't redevelop, then there will be areas susceptible to troubling behavior and ultimately reducing market value.

Maintaining existing roads while building new roads and infrastructure

Fixing the Rental Registration program.

Increasing poverty, people who are in poverty not able to break the cycle

Reducing sprawl... that's gonna be a tough one.

Illegal immigrants

(1) Get real highway traffic off Hwy 6. (2) Build loop or alternate routes around CS/Bryan. (3) Keep non family people and students out of neighborhoods. (4) Add to water and power needs early to prevent crisis situations.

A great challenge facing College Station is going to be the overall transformation from all the added people and activity outside of the university.

A university that is managed too much by Regents who assume bigger is always better. The city should not be an enabler in unreasonable endeavors of Regents, the governor and alumni. Becoming better does not require being bigger.

Traffic around a&m due to condensed student housing is about to be a huge problem. the city is going to have to look at pedestrian and bike bridges across texas and university to safely encourage some other means of getting to and from campus other than driving. The areas around A&M that were once family neighborhoods turning into student rentals. There are historic areas such as east gate that the small homes are being torn down and 4 bedroom 4 bath homes without a garage or access to a backyard are being built. These homes are being built with the specific purpose of being student rentals. Families today expect things like garages and outdoor living areas and larger indoor living areas. If these homes were really for single families these features would be included in the build. I know many of these houses are unsafe and needed to be demolished but when they are replaced with something that is so specific in design it is hard to see the tide turning back to single family. Individuals who want that feel will end up looking in Bryan for that pedestrian environment.

Learning that the city should be finite. It should not continue to expand and annex.

Controlling sprawl and enforcing building codes. Getting more attractive commercial spaces...why can't we have more appealing strip centers? Preserving neighborhood integrity

College students and neighborhood integrity.

Preserving the very few historic areas of the City that remain. Preserving neighborhood integrity and also setting aside land for park uses and preservation. I live in South College Station and have seen acres and acres of woods wiped out and replaced by concrete. If plans for any green belts exist, they are minimal. The 1.5 acres we live on is heavily wooded but at the rate of development around us, I fear we will have major highways all around our house in a few years. I think the placement of schools and commercial areas is highly important to manage traffic flow and preserve the peacefulness of what were once "country neighborhoods" like Wellborn Oaks, Sweetwater and Woodlake.

Keeping standards high in older neighborhoods and using city codes to reinforce them.

Less emphasis on money to be made in development and more on how to maintain quality city services (sewer, streets, traffic, utilities, street lighting, sidewalks, etc.) for those who reside here already. Infill in property to make it more densely populated is not necessarily the answer -- witness the several thousand new beds coming up in the Northgate area on South College and along University Drive in the next year. The amount of traffic that will dump onto University drive will be horrendous. How will we accommodate that?

It would appear that the greatest challenge for this particular administration is not selling out.

Avoiding becoming a town of rundown older properties with the push to expand city limits and develop more land under the guise of "economic progress". We don't want much of older College Station to become a slum with rundown vacant properties that lead to increase in crime.

Roads (traffic)

Traffic circulation. Development, re-development and utilities.

This is not an anti-apartment statement: city is allowing land development densities that will significantly outstrip the capacity of the street/road network to handle the resulting traffic. Start planning and building 6-lane arterials with 30-ft. wide medians (for dual lefts at all signalized intersections), and push transportation partners in that direction, or you have only begun to see traffic congestion that will result as the years unfold, and with it the loss of productive time and increases in air pollution. Contrary to some popular beliefs, transit and non-motorized travel cannot and will not make up the differences. If anyone brings a major arterial design that does not have at least a 28-ft wide raised median, send them back to the drawing board.

The expanding university student population that is moving into traditional single family neighborhoods is a major problem that impacts neighborhood integrity, appearance, safety, and traffic issues. The failure of the elected officials to support actions that would help retain neighborhood integrity and instead continue to support the developers who demonstrate no traditional community values.

The infrastructure and schools are not keeping up with population.

I'm curious about how the new hospital will affect business/families.

Traffic. Destruction of trees and open land of wildlife.

Traffic flow.

Traffic

Student/transient population and full time resident neighborhood relations, driving/reckless driving behavior in family neighborhoods and streets! Students living in residential neighborhoods and bringing the property value down.

Maintenance of the Parks due to adverse weather conditions is a on-going issue. I do not think CS has sufficient resources to keep up with the current Parks (dead tree cutting and clearing, cleaning concrete pathways, flood prevention)

Infrastructure to support a growing population. Also, a current and increasing short-coming for College Station is crime. Increasing the police force and adding programs to combat crime would benefit our community. It may be a natural phenomenon to have increased crime with increased growth, but it needs to be addressed earlier than later.

Overpopulation, and neglect of non-college population in building/development projects.

Community appearance and neighborhood integrity. We are allowing the older neighborhood between Texas Ave., Walton Drive, and George Bush fall by the wayside when it could have been a showpiece area across from the university. What a shame we never had a plan there that would have preserved and upgraded with dignity.

To provide enough jobs for full time workers and students. More students are coming and more families are moving here, but there is not an increase in new jobs and companies.

Keeping a good mix of homes and apartments. do not allow too much apts.

Physical limitations; i.e. Brazos River to west, Bryan to North, Navasota River/flood plain to the east and south.

Going back to a narrow and restricted mindset.

Support for neighborhoods in maintaining property values with code enforcement.

Growing without the infrastructure to be ready in advance instead of redoing everything after it happens.

Maintain a small town feel.

We must protect existing single family neighborhoods from apartments, condos or units that house four different (not in the same family) tenants! The city should consider greenbelts to buffer apartments and businesses from single family housing. Consider limiting no more than two non-related people in rental units.

Managing growth so that it is attractive and a benefit to the quality of life of current residents.

The flow of city traffic is starting to pick up and I hope the city stay ahead of the needs in planning.

Managing growth, become more internet connected, with more speed. Decentralize the government, move more services online. Reduce the image that the police department's sole mission is revenue generation. Harassment of the citizens, police stop a car and two patrol cars respond then 4 cars then it seems all the police on duty have heard this interesting call and they all respond even though there is no need, they were just curious. Lack of assistance from the police when properties are vandalized.

Keeping up with housing developments, utilities, zoning, schools, etc.

Keeping the older neighborhoods from becoming the slums -

How to handle the traffic in and around our community,

Safety for pedestrians and bicycle

The University is admitting more students and former students are moving back to be active with University events...so housing will continue to be added which creates jobs...so I don't see that there is a problem with job creation given the growth of the University. Students need to be near the campus to "get" the Spirit of Aggieland. As the University adds enrollment, it needs to be responsible for building and maintaining student housing better...housing near campus should keep with enrollment projections. Former students should be encouraged to invest in redevelopment efforts.

Traffic and maintaining the rental properties that are in poor condition at this time. It is only going to get worse with time. Students do not take care of rental property.

Protecting older established neighborhoods from changing from single family residences to student rental properties.

Neighborhood integrity. Water. Maintaining the Parks system.

Meeting the needs of the various groups. Continue to make the city beautiful. Install overhead street identification markers along all major roadways. This helps visitors to our community find things more easily.

Taking back the community to areas which are family oriented. Traffic is also going to become a major problem as there seems to be no plans announced to add more thoroughfares and arteries to carry the workday traffic. Along with the traffic problems are the on street parking problems in many of the residential areas of the city. Nothing will ever be done until there is a major accident or disaster.

Building appropriate roads/highways to meet growth in population

Economic diversity and job creation

Keeping it as a safe place to live.

Keeping the "older" neighborhoods intact. Although I realize that A & M DRIVES THIS TOWN THE CITY MUST PUT IN PLACE AND ADHERE to the neighborhood integrity plans. We must be prudent in allowing these alleged "single family homes" you know the 4 BDRMS 4 BA homes encroaching on all streets close to campus to be built. If 4 move in 16+ cars will be on property at one time or another

Moneyed interests trying to destroy the quality of living to make a profit.

Keeping the ordinances fair, balanced, and stable for those investing in houses in the city.

The tendency for a government bureaucracy to develop and exist for its own sake, rather than that of its constituents. Do not lose sight of the goals of the residents of College Station and their needs in pursuing what "the city" wants (and by residents I do not mean the limited number of individuals that sit on the city council or their pet projects). The next greatest challenge is the fact that the city is composed of so many college students. They drive the high retail and restaurant industries because most of their expenditures of imported money are spent in those areas. However, the school can only get so big before it simply cannot exist within a given geographical area--the roads can only move so many students to and from campus in a day. That limitation means that the school should (regardless of the view of some faculty and regents) stop growing at some point. The city will then need to look to other sources of population influx such as attracting industry. That, however, will alter the market forces behind property values and severely influence the price to attend school, which will have effects on the University and the demand for its services. The school and the city need to strike a balance. One consideration that should not be forgotten is that things do not always have to grow to be vibrant and thriving. The city can stop expanding and remain an excellent community--it will just involve planning and care to maintain existing value and change with the times to remain relevant and in demand. It is worth considering anyway because while the limit may be centuries away, no city can expand indefinitely. Also, looking at growth as a primary or sole factor of value may obscure the deterioration of existing services and declining actual value in the city. (Not that it is happening yet, but it is something to guard against.)

Tax base.

Maintaining family-oriented neighborhoods close to campus, Utility infrastructure & traffic flow

Making the city for all people not just college students. Allowing the emergency facilities, police, fire, hospitals, to grow with the city, offering competitive salaries for all their personal

Property Taxes are getting way out of hand!

Getting a City Council that isn't in the hip pocket of developers and investors and/or looking after their own interests ... but why should the next five years be different from the last 30.

Keeping the close/friendly atmosphere that we found here.

The city is growing faster than the road infrastructure. It should not take 30 minutes to drive 5 miles during rush hour. Apartment buildings are being built without adequate road infrastructure and traffic is congested.

The problems I mentioned in my first response regarding student housing and maintenance. I feel my property value is constantly threatened by the lackadaisical attention to the properties around it that are rented out to students.

College Station will not be able to have the kind of quality growth I know everyone wants if it does not deal with the virtual monopoly that Suddenlink Communications has on data access in this area. Another challenge will be to encourage redevelopment of existing older properties both commercial and residential so that they are kept in good condition and do not deteriorate into undesirable areas.

High property taxes, over bearing city government.

Constrained vehicular traffic among/between neighborhoods; requiring highway use to get from one neighborhood to another almost adjoining neighborhood.

Student housing taking over neighborhoods. Note keeping up with existing infrastructure, but getting distracted with expansion south of town.

College Station needs to not overdo it. People move here because they like the city the size that it is. People who want to live in huge metropolitan areas will go to Dallas or Houston. Please do not try to make College Station a big city.

Growth! Planning it well.

Transportation issues (keeping reasonable service levels as we grow)

Socialistic leanings.

Adequately building more public safety to keep pace with population. We are years behind already.

Keeping up with the growth. Need more recreational opportunities to keep tourism dollars in town.

Traffic right around the university is sometimes congested and along Texas. I think that putting in medians on all the streets has created big problems because people make U-turns all the time and this creates hazards. Perhaps it could be looked at, especially along Texas near the University. There must be better ways to allow people to change the direction of travel more easily without having to make U-turns.

HOW SHOULD THE GROWING POPULATION BE ACCOMODATED? (Examples include: annexation, redevelopment, infill development, or development of currently undeveloped land.)

Earth sheltered housing so your lawn is around and on your house, experiments to find out whether green roofs are less apt to be stripped away by storms or the Bernoulli principle can be lowered - an airplane gets lift by the air moving faster over the top of its wing than the bottom, a car stays on the track by doing just the opposite so why can't you tell people the best roofs to use on buildings? Thicker walls could reduce heating and cooling needs by reducing heat radiation and the building code could mandate them as well as better windows. If you are going to try to change anything to accommodate a growing population you have to make it financially worthwhile for developers. They will kick you to the curb if you don't. You can create more land by building man made hills so you

have more square feet on which to build - notice Holleman Drive going from Village to Wellborn. Notice the use of drainage and building into the hill and orienting buildings for privacy and so on. Instead of building bad looking dumps that people do not want to permit to dispose of cement and old road and things it can be the base of a hill. Look at how Texas A&M uses the land along George Bush Drive and University.

Currently undeveloped land.

Bigger and nicer athletic complex, other locations around us have much nicer facilities. We need more dining options on the south side of town. We really need a traffic light on William D. Fitch and Victoria where kids are crossing into Castlegate.

Infill development, definitely. Otherwise you're going to have Houston-style sprawl. Tear down ugly old strip malls and make mixed-use developments like the stuff going in at TX & Univ. Turn the cow pastures inside the city limits into either (1) parks or (2) forests or (3) multi-use developments. Oh, and plant food-producing trees rather than useless ornamentals, please. That might help take some of the load off the food banks. And PLEASE stop this nonsense of planting trees in the spring and summer! They are 99% likely to die when you do that! The time to plant trees here is November thru January! (Maybe Oct thru Feb on the outside if you take care of them). Better public transport and alternatives (such as separate, protected bike and pedestrian paths). How about some way for pedestrians and bikes to cross highway 6 in a reasonable, safe manner? Heck, even TX ave is a challenge.

More small housing by bad builders. This type of housing will become run down and hurt the value and quality of the neighborhoods. Bringing in more renters and placing additional burdens on the schools.

Higher density in Northgate area and along Texas with promotion of non-auto-based transport. Trade off higher density housing for parks (with trees) to discourage the creation of endless strip malls and cookie-cutter houses. Think long-term, not short-term: cheap looks cheap and deteriorates quickly. Try to minimize dependence on automobiles and the frustration of driving during peak times.

The pace of population growth will require all the above. It is important that compatible land uses be managed and infrastructure is provided for (i.e. water, sewer, transportation), especially transportation or the City will find itself with bumper to bumper traffic such as Houston.

Do you mean the student population? Why doesn't A&M build dorms?

The development of undeveloped land. TX like space and affordability. Infill and redevelopment is important, but it is costly and does not provide space. There is land all around College Station but the limiting factors are: utilities and land use plan.

In my opinion, this is not a concern. Multi-family dwellings are being constructed at a much faster pace than the population is increasing. These should continue to be built "in addition to" -- not at the expense of, or due to the demolition of -- existing neighborhoods of single-family dwellings.

An area needs to be set up for multi family living and strict code enforcement should be in place. The old sections of town that are going downhill need to be redeveloped for single family homes, not section 8 housing or student housing. Get city utilities in hand and lower the cost, they are not profit centers. Hire more Code enforcement staff and enforce the codes they have on the books. Get shopping carts off the streets and out of the neighborhoods.

Annexation, redevelopment, and infill development.

Build & improve roads east and south to promote development, redevelopment older areas like is being done around Thomas Park area. Redevelop the state street area around north and south of Lincoln Center.

Infill and redevelopment preferably, all other types of development generally contribute to urban sprawl. Urban sprawl in turn is costly with all the added infrastructure needed.

Annex so a more natural expansion takes place without government using other options and the city isn't involved unnecessarily.

Redevelopment/development of underdeveloped land of existing property would be the best option. It would allow to rebuild older run down property, improving community image, and also allow more efficient buildings in place (Example, better insulated properties cutting energy cost, and better plumbing).

Build student housing UP, not OUT further from the university. Provide student housing/services closer to the university so students aren't forced to have a car to commute long distances or take long bus rides. I haven't used the bus system, but I think it serves students well. Building housing closer in would ease the need for bus and road expansion.

Urban sprawl is a fact of life in Texas but as Houston is seeing with the Heights and fifth ward and others eventually the desire to live close to the city will occur. Future growth needs to be accommodated in all areas. Please keep the comprehensive plan in place to preserve the integrity of the neighborhoods. This will ensure they will still be there when the desire to live closer than 30 minutes away becomes the trend.

The portion of Rock Prairie road between Hwy 6 and William Fitch (US 40) is being expanded/improved; Since the Medical District includes this area, we need to expedite and make this a high priority for development; Simply calling it a Medical District is not enough; Need to make properties along the road ready for commercial development for medical offices; When you look at College Station from up above there is a glaring hole in the middle in terms of development in the Rock prairie rd area between Hwy 6 and Hwy 40; I suspect partly that I because of the landfill that previously existed; Now that the landfill is closed, lets develop this commercially before expanding further out and away.

The city should not continue to expand its geographically boundaries. It should define its boundaries and stick to them. The city is already so spread-out that it is losing its small town charm.

Redevelopment with sensitivity to the neighborhood character. Building more Aggie Shacks is not the answer.

I prefer redevelopment.

Redevelopment needs to be of the highest priority. This will help keep the inner city areas desirable places to live which will increase housing values and help with traffic flow. To continually develop raw land at the current rate would not be necessary and yet the tax base could still be increased without that new development.

Whether residential or business locations, people have located and invested based on past and current codes and plans. Hold redevelopment, infill, and undeveloped lands to the same standards as current owners. Respect codes and plans already on the books. With regard to annexation, it seems that developers are building outside the city without regard to city standards...and, just as quickly as they are complete, ask for annexation. And, the city foolishly allows this!

We need first to review all codes related to rental housing -- number of unrelated people in a unit, where notices/fines go (currently to owner, not renters), and make a logical system that encourages renters to maintain their property and behave in a manner expected for the neighborhood -- not just fining the owners and hoping it all works out in the end. Some of the historically underrepresented population neighborhoods have gone entirely

to student housing -- it is sad that the city doesn't see the historic neighborhoods as ones to preserve. Annexation is only desirable as it is seen to be so by those being annexed.

Accommodate the traffic a lot better than the ridiculous planning and current strictures in place, stop raising property taxes, and let citizens worry about where they're going to live.

Redevelopment.

Undeveloped land

Current undeveloped land is holding/ conserving water when we get rain. Do not build on swampy land just because we are in a drought. Plan for and practice water conservation. Industrial parks should be on the east or west sides of the extended BCS community.

Annexation should be used only if City gets real serious about providing municipal services in annexed areas. Infill development should only be considered if compatible with surrounding uses. Redevelopment and expansion development will be driven by market with or without City actions. Most permanent of land uses are those set aside for parks, and for roadway system... be sure these are well done because they will serve many, many generations. Truth is, City has only partial control over most land uses; but it can exercise very high degree of control over configuration, continuity, size, and design of land strips set aside for the street/road system.

Population growth with long-term positive impacts should be follow a plan that includes zoning, traffic, and public transportation considerations. Priorities should be first to develop current undeveloped land then annexation. Too much of current development seems haphazard.

Only with single family homes and QUALITY businesses coming in to support the growth.

I have no idea about this stuff! Sorry.

Development of currently undeveloped land as long as some of the trees are left.

Redevelopment, and development of undeveloped land. There are a lot of developed and undeveloped properties in College Station; and around the University; that have fallen in disrepair and are boarded up. Not only does this give a negative image to a growing and thriving community, it tends to harbor unhealthy and potentially criminal elements.

Annexation

Annexation poses lots of problem with utilities and over commitment of city resources.

Redevelopment of older structures and sites into new/renovated locations for businesses, housing, etc.

Focus in on schools and quality of education, clearing out/redeveloping property that has been left unattended, potential annexation of surrounding communities.

Maybe we shouldn't encourage more growth! Growth isn't everything! It certainly brings on more problems. How about some serious thoughts on the future requirements for all this growth-for-growth's-sake!

Development of undeveloped land would be my first vote. Also, allowing for rezoning of some areas if needed.

Good balance and strict on building

annexation, MUD districts, expand the Comp Land use plan to where more land is available for moderately priced housing--not everyone can afford 1+ acres and a \$350,000+ house. the average home price in BCS is \$190,000. Allow development for that product.

Lower the friction for private enterprise to address market needs. MMD, MUD, economic development agreements as examples.

Currently undeveloped land.

Any means necessary to improve the overall feel of town. Do away with the community housing projects that increase crime in our town.

Listen to the people who could be annexed by the city. I really feel like the residents of Wellborn were not listened to by the city council. Use some of the undeveloped lands for more parks and greenbelts.

All of the above

Annexation and redevelopment.

All of the above, is this a trick question.

Development of undeveloped land and annexation. Infill development should fit into the current development. College Station is losing its individuality. Mixed use needs to be encouraged. Using some creativity in subdivisions can help CS not look ugly.

How about taking care of what you have - stop annexing other areas and stop letting so many stinking apartments be built.

Use of undeveloped land and areas that are vacant appearing.. like the shopping center on SW parkway and Texas Ave.

A overwalk for students at A&M Consolidated that is OVER 2818 Parkway.

Upscale redevelopment and infill with great transportation to TAMU events and to shopping, restaurants, theaters. More hotels will come...plan for them to be further from campus and make them offer or "tax them" with greater transportation solutions to campus.

Have stricter codes and make people adhere to them.

Continue developing land around the city borders that is available.

Any of the above when it appears applicable

See message below for developers re: attraction of retirees.

It should be accommodated in several ways. Families moving to the area look at older housing and the congestion caused by parking problems, unkempt yards and lack of landscaping etc and want to settle in an area where there is less, thus the new subdivisions...hoping for peace and quiet. If the city could improve the infrastructure of the older areas, this might entice families to move there. There is too much of the older part of C.S. which will become slum areas unless the city steps up now to offer incentives to revitalize the areas. By this I DO NOT mean tear everything down to build more student housing. All construction near the University seems to be student oriented. Several of the older areas have schools in which the majority of the students are bused there. Few families live

near so their children can walk to school since student rentals have taken over the areas around the schools. Let's put incentives to make these areas inviting so the children can walk safely to school.

Redevelopment. Development of undeveloped land.

Free space development (parks and athletic complexes) to encourage tournaments and public benefit.

Development of currently undeveloped land

Redevelopment of older run down properties should be encouraged of new construction. CS has done better than some other places I have lived. However there are still run down retail areas and housing. Run down retail area with unused spaced reduce property values and drive business out of the neighboring areas. Run down apartments are turned into low income housing that lead to more crime and less productive citizens.

We have plenty of room to grow. This is not a problem. The developers, with their influence and uninhibited desire for making money, need to be controlled.

Annexation

The city should look to redevelopment and infill development first. After that, let the people live outside of the city. I do not understand the pathological need cities have to have people live within their limits. Wellborn is a good example--why not allow residents to live in another community adjacent to College Station without annexing them? They can provide their own services, or contract with the city for them independently. If the tax revenue of the city cannot support the current size and expenditures, and annexation is sought to increase revenue, then there will be problems when the city also begins realizing the increased expenses of the annexed area--there still won't be enough money. If the thought is that they are driving into the city and using city services, well that is nothing unique or different from any other city. The taxes on the businesses and other things they come into the city to use should account for that. Constant annexation and expansion of city limits just for the sake of a bigger city with more people within the boundaries is absurd, and thinking that they are all better off for being in the city is arrogant.

Unsure

Redevelopment helps keep areas from becoming blighted. Developing undeveloped land leads to loss of open spaces, and causes many environmental problems, often overlooked in the zeal to expand.

All residents should have to pay something for their housing etc...no free rides...

Property should be annexed but developments should not be permitted unless adequate roads, water, sewer, and gas lines are put in first. The overall impact on traffic flows throughout the city and outer areas should be considered and limitations fixed before permits are given. No annexation should be done without resources to put in the complete infrastructure.

It may not be practical but a designation of certain areas for student housing would be a positive move so that they are not sprinkled through single family residential areas.

Urban sprawl is an ongoing nationwide problem. Encouraging infill and redevelopment (tax abatement or some other incentives) will help to slow the inevitable moving to the ""easy to build on"" undeveloped areas. Encouraging mixed-use developments and not just having the typical retail center on every corner. Sooner or later they all look crappy. With the sprawl issue come transportation issues, before we know it we will be looking at mass transit.

The growing population will be accommodated primarily by private interests. Hopefully the city will not muck it up too much and will be able to provide police, fire and garbage services

Development that is less dependent on individual automobile transportation, including closer proximity between housing and businesses.

Join forces with Bryan. Why do it alone.

Annexation should be limited to places that wish to be annexed. Development of currently undeveloped land should also not be overdone. Keep some of the greenbelts that make this area nice. Please do something to rein in the amount of overbuilding that is going on.

First, infill development not expansion.

Focus on infill, greenfield, and redevelopment. Annex only as needed.

Redevelopment of existing run down areas, old apartment complexes and section 8 housing.

It is important to keep a "town-like" feel in College Station. Students like the opportunity to live in a house and creating apartments everywhere does not allow students who live in these situations to adjust to an adult life where you experience an adult-like way of living.. getting the mail in a real mailbox, paying rent to a land lord, changing your own air filters, mowing your lawn, etc. While I realize that these are challenges for students, they are practical skills and allow one to assume more responsibility, so I like giving the students areas such as the Historic South District. It is good for students be able to live in these older, cheaper houses where they can afford the cost of living.

ADDITIONAL COMMENTS:

Have you made every part of the city an area you would want to live in?

I would love to be able to ride my bicycle to work, but have had enough close encounters I'm afraid to do so, except at "off" times when there isn't much traffic. Visited Boulder, CO last year - PARADISE. That is the way to do bike lanes. I know there is a very vocal bike club in town that is big on "share the road" and "bikes belong on the road." They don't speak for all of us. I'd like more separation between myself and aggressive jerks in multi-ton pickups.

We have lived in 29 areas in the US. College Station is special ... lets keep it that way.

Just as CSISD tries to ensure than none of our elementary schools has such a high rate of low-income students that it is seen as a poor (and thus bad school), so too should the city by codes and enforcement try to prevent the decline of family-based neighborhoods into student suburbs.

The reputation of our City Council members is rapidly declining. The perception now is they care ONLY about the desires of real estate developers.

Tell the city council to get off its high horse and work as a community team and not a special interest team!

Someone tell the Council it is OK to raise taxes to build infrastructure and a Conference Center.

The Texas T-Bone for High Speed Rail (HSR) is not something that College Station can afford to loose. I believe that the city should include plans for it within their comp plan, we need to let decision makers know that College Station is serious about HSR. The comp plan needs to address how it will accommodate the growth created by an HSR stop in College Station. Specifically it needs to address public transportation corridors where Bus Rapid Transit or tram lines will go and then focus growth on those corridors. We may not have those types of transit today, but in order for them to be efficient in the future we must plan for them today. Doing so will lower those costs in the future as well as increase the support for it when it comes time to develop that transit infrastructure.

(1) Keep a strong police force to keep crime low so families and neighborhoods can have more peaceful lives. (2) Strictly enforce our laws and use the fullest punishment on the books for those who break our laws. (3) Keep drugs out of our city and protect or children so they can play and grow up without being afraid to be outside alone in their neighborhoods. (4) Encourage and support neighborhood associations.

Thank you for taking the time to invite people to the open house to discuss issues, and providing this survey.

Thanks for all you do.

College Station needs to make jobs and growth a top priority; Its a sina quo non. Everything else will follow if the city has an economic base and facilities that don't just solely rely on Texas A&M. Right now, as a (multiple) business owner, I have elected to locate 2 new businesses in Bryan because the planners were much more accommodating to encourage new business; There are too many developmental roadblocks in City Hall at the moment.

Continued geographic growth will harm the city in the long run. It is already on the road to losing the small town charm that made it famous. Growth in the county does not mean the city must expand its borders. How big do you want to city to be?? Why don't we have a define boundary and concentrate on making that defined city the best it can be - instead of using our limited resources to expand and expand? I'd be happy to volunteer for a committee looking at future growth issues, to include a new natatorium. Karl Kehrberg, 9210 Stonebrook Dr, College Station, TX 77845.

I hate to sound defeatist but I don't know that the citizens are heard over the developers.

I feel the rapid development of South College Station has not been adequately planned. The roads such as Greens Prairie barely support the traffic now much less once the new neighborhoods are completed. The placement of the 9th elementary is of concern since it will draw all traffic to a small area between Greens Prairie Elem, Forest Ridge

Elem and the new one. Building the school further south and drawing traffic that direction (from developments such as Saddlecreek) would seem more reasonable.

Thankfully, College Station is a city with no deteriorating "downtown." Housing and commerce are conveniently located across the city and growth has been slow and deliberate. With the rapid acceleration of the process, some of the things that have guided city leaders of the past may be disregarded in the future, unfortunately, because city department heads and management staff are here for the short term...not with the intention of deep roots, sadly.

The city needs to create and maintain easy ways for neighborhoods to "talk to the city". I know we have a neighborhood coordinator, but what if there was a city staff person who was named a liaison for each neighborhood? Those in the planning office, perhaps? Then, we might be able to get information from them that impacts our neighborhoods in a timely manner because they are 'assigned' to us to help us with communication with the city. Or, do you have a listserv to which we can subscribe to get updates about what the city is doing? I can't peruse the website daily -- I would happily scan a weekly e-mail with key news in it.

The only reason I live in College Station and not Bryan is because the schools in College Station are superior to Bryan's, though the case could be made that, since this doesn't even begin to resemble the College Station I grew up in, I don't really live in College Station either. The only proof that I have that this is the same city is that my mailing address says so. There is no culture. No theatre, no art. The only thing artistic in College Station is the Arts Council office, but everything they do is in Bryan. Three priority choices above are not adequate. I have my needs and the community has its needs. Rent is too high, utilities are too high- those are personal needs. Lack of integrity, arts, and decent traffic planning are community needs and are as important.

Need to get more feedback from citizenry and show you listen to them. More town hall meetings to hear the concerns of individual home owners and small business owners, similar to those meetings surrounding the possible Wal-Mart superstore at Rock Prairie when the existing Wal-Mart had adjacent property to provide for that development of a superstore. That transition went fairly smoothly and people felt you listened.

Feel there's a need to organize a city wide dept. for neighborhood integrity.

Start thinking of roadways as a land use, because they are. Start planning for high-capacity road system nodes (intersections and interchanges) then include them, and links between them in master plan. High capacity roadway nodes will include dual left turn lanes (not to be confused with two-way "chicken" lanes), raised non-traversable medians, and long right turn deceleration lanes with channelized right turns at locations likely to be signalized. Without such nodes, capacity of links between nodes cannot be well utilized. Avoid limitations as at Texas & University, Texas & G Bush, Texas & SW Parkway, Texas & Holliman (what a mess), Texas and 2818 ... most are nodes lacking the capacity to well serve the links feeding them; most present long-term limitations that will aggravate mobility and safety for generations to come. Well planned nodes will have ROW space for dual lefts (30-ft medians) & right turn lanes, even if not constructed at the outset. For example try to picture retro-fitting dual lefts on all four approaches at Texas & SW Parkway. The roadway land use is very undersized. Right of Way on SW Parkway is same at node as on its links, oops!

The city needs to do a better job of convincing investors that while on paper it may look like we cannot support certain businesses, in fact we can and families and retirees are clamoring for it. Also that a lot of the college students these days actually have money to spend.

I don't think the police patrol the housing areas enough. I have lived where I live for 8 years and all the folks speed through the streets. We have 2 cut-through streets where the speed limit is 35 on one and 30 on the other. Very few people pay any attention to the speed they are driving. The few times I have seen police officers on them was on a Sunday afternoon or 3 in the afternoon. Never at 5:30 p.m. or 8:00 a.m.

Thank you for asking :-)

I enjoy living in College Station and would like to see more local restaurants and businesses opened up, and less chain restaurants.

College Station is doing a good job. The staff and council is much more business friendly as well as consumer friendly/customer service oriented. Must keep on this tract.

Stop building low income houses in areas that they don't fit in. It doesn't work and it's a waste of money.

Protect existing residents, support neighborhoods, focus cannot solely be on businesses while letting regular folks suffer.

Overall I enjoy living in College Station but the internet infrastructure is key to growth. The cable company has a strangle hold on internet and they have slow and unreliable service. We need to compete for Blinn college expansion by giving them City land.

Appreciate that someone is surely trying to do the right thing - although my observations as a resident that returned to the area about 8 years ago tend to make me think people like to ""play politics"" and think about their own self-interest not what would be good for the whole city.

I am new to the area and concerned with the safety of the students. I drive 2818 twice a day and have witnessed several accidents near and around the high school. I see students cross at the crosswalks, however, it would enhance safety by considering an overwalk. I'm not sure if this idea has been considered but why wait until a person is injured or killed.

Reach out to former students since so many are choosing to move back to Aggieland. They have been incredibly successful in their businesses and can become involved in making College Station and "Aggieland" the best place to live. They want to meet other former student and what better way than to have a purpose. When we were here in the 60's, 70's, 80's...College Station was "Aggieland". Efficient Event Transportation via limos, buses, carpools etc. could help with traffic issues that will become horrific problems. They too like to drink and have a good time, so transportation with sober drivers will help.

Don't give rich developers advantages like free land.

The city seriously needs to look at how once residential neighborhoods are being changed to streets full of rental properties. Allowing four unrelated people to live in a single family home is designating it for student rental and not family residences. That number should be lowered to two or three. And a change in current requirements that would limit the number of rental properties in residential areas is much needed to stop this ongoing deterioration of family neighborhoods, especially in the older neighborhoods around campus.

You have a big...and important...job. You must balance the current and future citizens. I believe there could be valuable development in the area of attracting future Aggie ...and other...retirees to the area. This would be a "clean industry" with the main disadvantage being additional demands placed on health services and public transportation. For the developers, most of us in this age group would like nice homes with great interiors that are designed for the older generation. (My personal rule is not to buy a home in which I can't personally change the light bulbs).

Increase parks and aesthetics of community as a whole. Build adequate roads BEFORE the population growth comes

Once these neighborhood integrity plans are voted on and "allegedly" settled. Then they need to be " THE LAW" once and for all. I'm personally tired but more than that DISGUSTED that my neighborhood once every 3-5 years has to go before some board and once again justify why this or that isn't wanted. Enough is enough when are these encroachment/rental issue finally put to bed. Either it's the law or not but don't espouse this BS about neighborhood integrity and continue on the same path. Stand up, shut up or sit down. REALLY TIRED OF CONTINUALLY HERING THIS GARBAGE.... I HOPE I MADE MY POINT

The city is now working much better than at many times in the past.

Thank you for the opportunity to provide feedback.

I love the way the city is run. Everyone is so helpful and makes doing business with the city so easy.

Why is it that College Station is obsessed with crazy curbs and no turn lanes to control traffic.? I have lived here for over 2 years. This is the craziest traffic control solution i have ever seen. In the end it just creates more problems than it fixes. Also, the signage on Rudder Freeway is just plain stupid. I will use the Rock Prairie sign going south as an example. The sign is posted just before the emerald parkway exit. So confusing. It is emerald parkway going south and Harvey Mitchell going north.!! It would be nice if someone would actually think about these things before a sign goes up. I am sure this is some state issue but the city of CS should be able to get these things fixed. try telling a visitor directions and it becomes obvious how confusing it is.

Listen to the citizens and have shorter Council meetings.

I love this community and the opportunities it's afforded my family, my career, and our lifestyle.

Creating a positive environment for students and the community is really important to me, public spaces and events can really bring everyone together!

Appendix D – Open House Response Evaluation & Appraisal Report

Open House Meeting Priorities Exercise

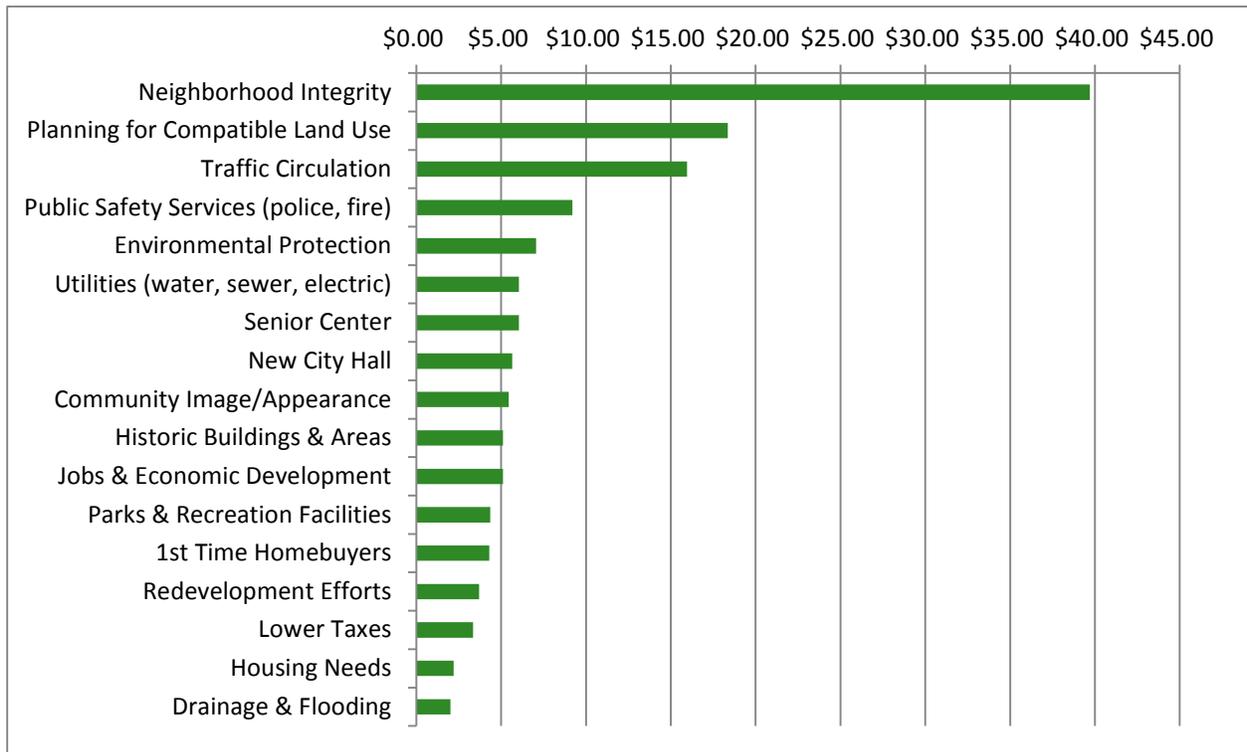
Tell Us: What Is Most Important To You?

Use your "money" to tell us what your priorities are!
You may spend all of your money on one idea or distribute it however you see fit.

Community Image / Appearance	Place Stickers Here
Drainage & Flooding	Place Stickers Here
Environmental Protection	Place Stickers Here
Historic Buildings & Areas	Place Stickers Here
Housing Needs	Place Stickers Here
Jobs & Economic Development	Place Stickers Here
Neighborhood Integrity	Place Stickers Here
Parks & Recreation Facilities	Place Stickers Here
Planning for Compatible Land Use	Place Stickers Here
Public Safety Services (police, fire)	Place Stickers Here
Redevelopment Efforts	Place Stickers Here
Traffic Circulation	Place Stickers Here
Utilities (water, sewer, electric)	Place Stickers Here
Other: LOWER TAXES	Place Stickers Here
Other: 1 st Time Homebuyers	Place Stickers Here
Other: SENIOR CENTER	Place Stickers Here
Other: NEW CITY HALL	Place Stickers Here

Attendees were asked to tell us what they believe that the City should focus on over the next five to ten years by "spending their money." Each participant was given four stickers: \$1, 50¢, 25¢ and 10¢ to place next to their priorities. Participants were able to "spend their money" on one idea or distribute it as they saw fit.

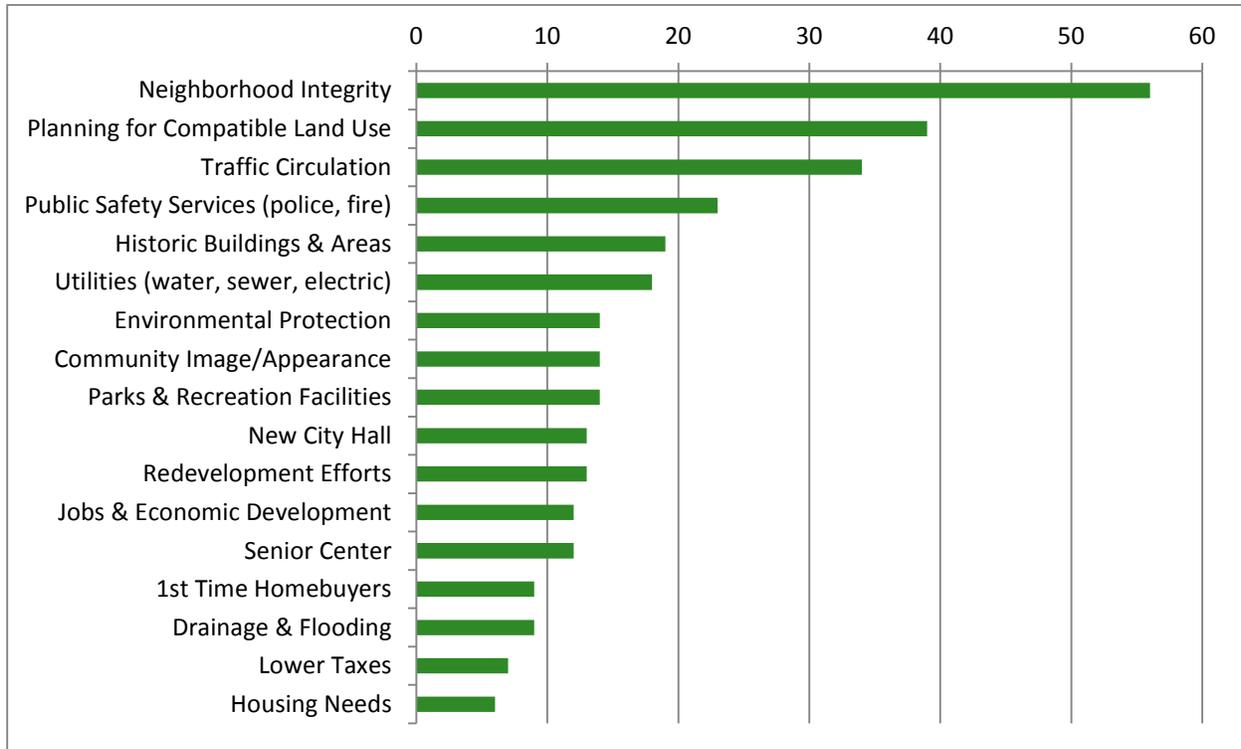
Monetary Distribution



Priorities	\$\$\$
Neighborhood Integrity	\$39.70
Planning for Compatible Land Use	\$18.35
Traffic Circulation	\$15.95
Public Safety Services (police, fire)	\$9.20
Environmental Protection	\$7.05
Utilities (water, sewer, electric)	\$6.05
Senior Center	\$6.05
New City Hall	\$5.65
Community Image/Appearance	\$5.45
Historic Buildings & Areas	\$5.10
Jobs & Economic Development	\$5.10
Parks & Recreation Facilities	\$4.35
1st Time Homebuyers	\$4.30
Redevelopment Efforts	\$3.70
Lower Taxes	\$3.35
Housing Needs	\$2.20
Drainage & Flooding	\$2.00

Total Votes

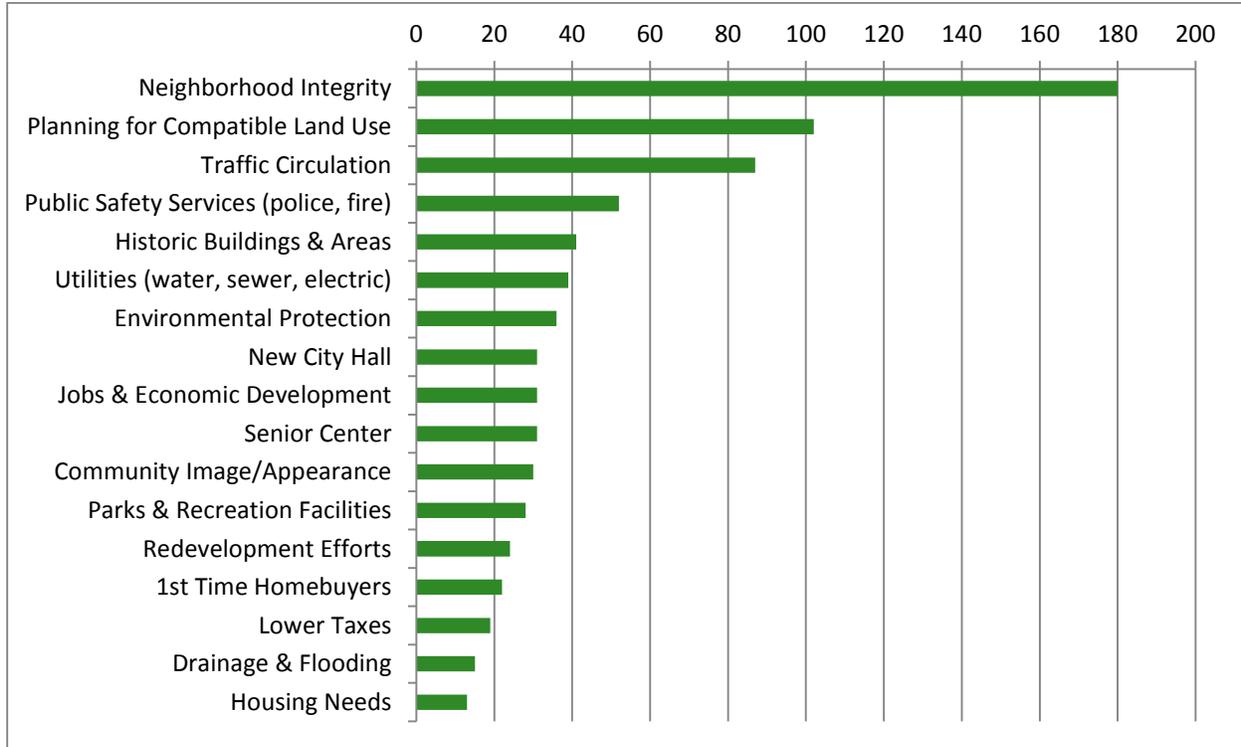
Total votes for each category were determined by assuming an equal weight for each sticker or vote cast.



Priorities	1	2	3	4	Total votes
Neighborhood Integrity	32	11	6	7	56
Planning for Compatible Land Use	8	14	11	6	39
Traffic Circulation	8	10	9	7	34
Public Safety Services (police, fire)	5	3	8	7	23
Historic Buildings & Areas	1	7	5	6	19
Utilities (water, sewer, electric)	2	2	11	3	18
Environmental Protection	5	1	5	3	14
Community Image/Appearance	3	3	1	7	14
Parks & Recreation Facilities	1	4	3	6	14
New City Hall	3	3	3	4	13
Redevelopment Efforts	1	3	2	7	13
Jobs & Economic Development	1	6	4	1	12
Senior Center	4	2	3	3	12
1st Time Homebuyers	3	1	2	3	9
Drainage & Flooding	0	2	2	5	9
Lower Taxes	1	4	1	1	7
Housing Needs	1	1	2	2	6

Weighted Distribution

When considering a weighted distribution, each sticker was assigned a numerical value in lieu of its monetary value. Numerical values were assigned as follows: \$1 (4), 50¢ (3), 25¢ (2), 10¢ (1).



Priorities					Weighted
	1	2	3	4	priorities
Neighborhood Integrity	32	11	6	7	180
Planning for Compatible Land Use	8	14	11	6	102
Traffic Circulation	8	10	9	7	87
Public Safety Services (police, fire)	5	3	8	7	52
Historic Buildings & Areas	1	7	5	6	41
Utilities (water, sewer, electric)	2	2	11	3	39
Environmental Protection	5	1	5	3	36
New City Hall	3	3	3	4	31
Jobs & Economic Development	1	6	4	1	31
Senior Center	4	2	3	3	31
Community Image/Appearance	3	3	1	7	30
Parks & Recreation Facilities	1	4	3	6	28
Redevelopment Efforts	1	3	2	7	24
1st Time Homebuyers	3	1	2	3	22
Lower Taxes	1	4	1	1	19
Drainage & Flooding	0	2	2	5	15
Housing Needs	1	1	2	2	13

Written Comments from Open House Meeting

We were promised that the road out of S&W on Rock Prairie would not connect to Stonebrook. Thanks for lying to us.

The water lines on Glade St. north of Haines (area not renovated yet) have a break or leak every few months for decades now. When will they be replaced like the area south of Haines was last year? Robert McGeachin 1208 Glade St., College Station TX 77845 r-mcgeachin@tamu.edu

Municipal water is good but any individual not inside the city limits should have the right to drill and keep an individual well.

Please look at and consider the land at the entry of Nantucket. The current plan shows the land as restricted suburban. It has always been intended as commercial. There are two businesses there now and have always been.

There is not enough single family land that can be developed. Need to look at reworking some of the rural estate uses to general suburban. Strong demand for affordable housing (sub 200) but nowhere to build.

Please train all officers to city codes so the codes can be enforced.

We own 70 acres on Rock Prairie (NE) of WD Fitch. We would like to do smaller lots than Williams Creek. We have people who would love this area but can't afford one acre prices. We would like to utilize the seven close to the property for more roof tops. The demographics have changed since the plan due to the new Scott & White. Joe & Janet Johnson 979-229-0310

There is a need for hiring more police.

The city has the most retarded recycling system ever.

Make sure PD and Fire are sufficiently staffed, so they can keep up their good level of service.

Police undermanned and underfunded. Need vision to get ahead of growth not just catch up.

Why do you claim Hensel Park as a "C.S." park? It isn't. It is TAMU – there is another TAMU park on Ashburn. Why is one C.S. but not both?

College Station needs to pay more attention to street and road maintenance. Fix potholes folks.

I live at 1005 Ashburn and we are very concerned about the increasing houses being rented to students in our neighborhood and especially around Thomas Park. These are supposed to be single family residences and they are not. It is time for the city to implement some regulations to control rentals and stop this destruction of single family neighborhoods all around the University. Please consider ideas other cities use such as: 1. Lower number of unrelated people in General Suburban to two. 2. Limit of one rental house in each ten in General Suburban neighborhoods. This is becoming an alarming problem. I just look at what has occurred on Kyle street in the past years. These rental homes discourage family buyers next to them and more and more homes

down the street become rentals and our family neighborhood disappears. Please consider this issue seriously.

Thanks for doing this! Everything looks good. I'm happy as long as you leave the area I fought for alone.

We, as citizens and families of college station, are challenged by one problem: maintaining true neighborhood integrity. Where our city should be upholding this ideal - as state college home of Penn State University does in all neighborhoods where the rule is only one in every 10 houses can be rented to students, as the town where I grew up and much like College station protects family neighborhoods they know how important this is! Other towns limit two unrelated persons per rent house, another good idea!

It is important to make crossings for pedestrians and bicycles at schools, parks, and busy stretches of major thoroughfares.

I would like a sidewalk on Park Place, esp. between Dexter and Glade, to but put back on the plan. I have a child who walks to school along this route, as do other children. The city should put the welfare of children and its citizens ahead of a few homes owners who might be moving in a few years.

Sidewalks? Highlands etc.

We need more bike lanes. Especially ones that connect to others to complete a path to a destination.

The amount of traffic on some "2-lane" roads, like Holleman Drive, already require four lanes some times of the day. City wide traffic planning is very inadequate and has been for decades or we would have already had the street infrastructure in place. New development should be required to provide 42' with sidewalks on both sides as a minimum for all streets, otherwise we will never keep up.

Long term planning? Which efforts has College Station undertaken (besides flood planning) to address issues from further climate change? Water Planning? Energy Supply? Extreme events (not flooding)?

I lived in Metroplex and even they managed traffic flow better.

Living in Shenandoah and with expansion of Barron Rd and CSHS, really need signal light either at Newport and Barron or Alexandria and Barron

The thoroughfare plan needs to be re-evaluated. Relief around campus- widening some of the bypasses.

What are you doing to deal with the congestion on the streets for parked cars that literally prevent school buses, fire trucks, etc. from getting down the streets? (Southgate, Eastgate, Northgate areas)

Traffic in West Park will only continue to get worse as large lots are replatted and 4 bedroom/4 bath homes are build on smaller lots. Parking as well as traffic, will increase.

Minimize the time during when all cars at an intersection with traffic signals are stopped. I.E. the light is green for the direction from which NO cars are coming.

This process is a joke. Having devoted many hours to the development of the South Knoll plan, following the process specified by the City, only to see the Council ignore the efforts of the volunteers it recruited, destroys confidence in city leadership and any desire to participate in city efforts.

“Expecting sensitive development and management?” Why from 4 unrelated people in a house to 6? “Historic District?” What happened?

The plans mention neighborhood integrity but the city only seems to care about the high income neighborhoods. I wish the city would stop letting business owners run everything.

City website is hard to use – not easy to find things on. Let us help redesign it.

Why does the city allow the homes on the Southside to be torn down, only to be replaced by more cheap student housing? Shame on you!

Neighborhoods are promised certain codes but when there are violations regarding size or other features the city just lets the builder break them with no consequences. Why?

The destruction of neighborhood character and integrity by the definition of “single family” residence of up to 4 unrelated individuals can only be stopped by lowering the definition to two unrelated individuals city wide.

I live in 1005 Ashburn and the Comprehensive Plan for our neighborhood has been extremely important in defending our properties from investors wanting to divide large lots into small ones to build rental houses in what is supposed to be a family residence neighborhood. The various ways it helps protect our neighborhood integrity and unique characteristic is invaluable.

Keep our existing meters – no “smart” meters.

Neighborhood Integrity Goals: Citizens proposed actions consistent with goals. CITY COUNCIL REJECTED.

What’s character? More concrete and two story units. Where are the single family lower income?

I want dedicated bike paths (separate form road). More sidewalks. More ways to protect our water and air and preventing homes from fracking.

Vision for CS – “safe tranquil clean and healthy neighborhoods with character” is not achievable unless the city is willing to work with long term residents to control student rentals in older neighborhoods.

Is there a plan? – Or does anybody who wants to level trees, lay concrete, and build two story units for students. More cars, no parking for the vehicles. No trees or landscaping. Future flooding? Becoming a concrete city.

Development is too hodgepodge. Need more long range vision too much quick development in what should be prime retail.

So far, community integrity does not appear to be high on the list of priorities. Historic homes have been demolished, large, tree filled lots have been subdivided, owner occupants have been ignored, and the nature of the neighborhoods that have gone thru “redevelopment” is gone. College Station is now, truly, a “gown town” with everything that includes.

Need to protect existing neighborhoods from commercial development. There needs to be a separation between residential and commercial properties, including setbacks, vegetative barriers and other means of providing both distance and physical barriers.

About the only department doing a good job.

How are you passing the 5,6,7 bedroom/bath homes being built as “single family”? Have you done a study to see if ANY of the ones built are actually being used for single vs. multi-family use? Practice has proven they are approved by the city as single family but are used for multi-family.

Parks – Wolf Pen Creek concerts (summer) – charge a small fee, see if we can get better groups.



Legislation Details (With Text)

File #: 14-673 **Version:** 1 **Name:** FY15 Budget Adoption
Type: Presentation **Status:** Agenda Ready
File created: 9/5/2014 **In control:** City Council Regular
On agenda: 9/22/2014 **Final action:**
Title: Presentation, possible action, and discussion on an ordinance adopting the City of College Station 2014-2015 Budget; and presentation, possible action and discussion ratifying the property tax revenue increase reflected in the budget.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [Appendix A1 - Blank FY15 Budget Adoption Ordinance.pdf](#)
[FY15 Attachment A_rev.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an ordinance adopting the City of College Station 2014-2015 Budget; and presentation, possible action and discussion ratifying the property tax revenue increase reflected in the budget.

Recommendation(s): Staff recommends the City Council approve the ordinance adopting the proposed 2014-2015 budget with any changes the Council wishes to include. A summary of changes the City Council has discussed will be presented to the Council for consideration.

Staff also recommends the City Council ratify the property tax revenue increase reflected in the budget.

Summary: There are two actions in this agenda item.

First is the consideration of the 2014 - 2015 proposed budget. The City Council received the proposed budget on August 14th, 2014 and held budget workshops on August 18th, August 19th, and August 20st. The City Council held a public hearing on the proposed budget on September 11th. The charter requires that the City Council adopt a budget no later than September 27th.

The City Council will need to include any proposed revisions to the budget in the motion to adopt the budget.

The second action is ratification of the property tax revenue increase reflected in the budget. This action is required due to recently enacted legislation. House Bill 3195 amends the local government code to say the following:

"(c) Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the

vote to adopt the budget or a vote to set the tax rate as required by Chapter 26, Tax Code, or other law."

The proposed budget will result in additional property tax revenues over last year totaling \$3,320,863 or 12.57%. This is additional tax revenue to be raised from new property added to the tax roll this year.

The proposed tax rate is \$0.452500 per \$100 assessed valuation which is an increase of \$0.26542 from the current rate of \$0.425958.

Budgetary and Financial Summary: The following is an overall summary of the proposed budget.

Subtotal Operation and Maintenance: \$218,885,807

Subtotal Capital: 34,155,710

Total Proposed Budget: \$253,041,517

Attachments:

1. FY 15 Budget Ordinance with Attachment A

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A BUDGET FOR THE 2014-15 FISCAL YEAR AND AUTHORIZING EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, a proposed budget for the fiscal year October 1, 2014, to September 30, 2015, was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the Charter of the City of College Station, Texas, notice of said hearing having first been duly given; and

WHEREAS, the City Council has reviewed and amended the proposed budget and changes as approved by the City Council have been identified and their effect included in the budget; now therefore,

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

PART 1: That the proposed budget as amended by the City Council of the City of College Station, which is made a part hereof to the same extent as if set forth at length herein, is hereby adopted and approved, a copy of which is on file in the Office of the City Secretary in College Station, Texas.

PART 2: That authorization is hereby granted for the expenditure of the same under the respective items contained in said budget with the approved fiscal and budgetary policy statements of the City.

PART 3: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby authorized to approve and execute contracts and documents authorizing the payment of funds and to expend public funds for expenditures that are \$50,000 or less; to approve and execute change orders authorizing the expenditure of funds pursuant to the TEXAS LOCAL GOVERNMENT CODE or as provided in the original contract document. The intent of this section is to provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

PART 4: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby, authorized to provide for transfers of any unexpended or unencumbered appropriation balance within each of the various departments in the General Fund and within any other fund of the City and to authorize transfers of Contingent Appropriations within a fund up to an amount equal to expenditures that are \$50,000 or less.

PART 5: That the City Council hereby approves the funding and the purchases that are made pursuant to interlocal agreements as provided by CHAPTER 271, SUBCHAPTERS (D) AND (F) of the TEXAS LOCAL GOVERNMENT CODE in this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to approve and execute contracts and documents authorizing the payment of funds, and

to expend public funds that have been expressly designated, approved, and appropriated in this budget for new and replacement equipment as set out in the 2014-15 Fiscal Year Equipment Replacement Fund, and technology related hardware and software as set out in Attachment "A" to this Ordinance.

PART 6: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby authorized to approve and execute all contracts and documents authorizing the payment of funds and to expend public funds for expenditures related to the Enterprise Resource Planning (ERP) System; to approve and execute change orders authorizing the expenditure of funds pursuant to the TEXAS LOCAL GOVERNMENT CODE or as provided in the original contract documents. Expenditures must be appropriated from available funds. The intent of this section is to provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

PART 7: That this ordinance shall become effective immediately after passage and approval.

PASSED AND APPROVED THIS ___th DAY OF SEPTEMBER, 2014.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

Potential Technology Purchases made through a variety of Cooperative Purchasing Interlocal agreements as provided by Chapter 271, Subcaptors (D) and (F) of the Texas Local Government Code.

ITEM	Quantity	Estimated Unit Cost	Projected Total
Scheduled Replacement/Repair/Additions			
Replacement PCs	120	950	114,000
Replacement Monitors	50	160	8,000
Replacement Printers	27	750	20,250
Replacement Laptops	35	900	31,500
Replacement Copiers			75,000
Replacement Scanners			8,000
Printer replacement Parts			5,000
PC Replacement Parts (Video Cards, Hard Drive & Memory)			7,000
Replace virtual servers	1	15,000	15,000
Replace single server	3	7,000	21,000
Server replacement parts			10,000
Server OS replacement/upgrade			7,000
Replacement UPS battery/units			25,000
Estimated Additional Desktop Software			35,000
Includes but not limited to New & Upgrade versions of Adobe Acrobat, PageMaker, Photoshop Illustrator, Premier, Audition, Microsoft Publisher, Windows 7/8, Frontpage, Project, Visio, Vstudio.net, AutoCAD, Crystal, Corel Draw, Cognos, Novell ZenWorks and Asset Management			
Computer Network Maint and Equipment Replacement			30,000
Motorola Radio Repair/Replacement			32,000
Telephone Repair/Replacement			25,000
Fiber ring expansion			50,000
Communications Infrastructure Improvements - Wastewater			30,000
Fiber to Lift Stations -Wastewater			64,000
Subtotal - Scheduled Replacement			612,750
Service Level Adjustments			
SLA - Brazos Valley Wide Area Communication System (BVWACS)			\$214,406
Capital Infrastructure Improvements			\$63,329
SLA - ITS Master Plan			\$1,547,831
Subtotal - Service Level Adjustments			1,825,566

Potential Technology Purchases made through a variety of Cooperative Purchasing Interlocal agreements as provided by Chapter 271, Subcapters (D) and (F) of the Texas Local Government Code.

ITEM	Quantity	Estimated Unit Cost	Projected Total
Unscheduled Replacements/Additions			
Estimated Additional PC setups not identified specifically in budget includes but not limited to: Monitor, network card, extended warranty, added memory	25	1,500	37,500
Estimated Standard Desktop Software not identified specifically in budget Includes but not limited to: Microsoft Office , Trend, Microsoft Windows client access license, Novell ZenWorks	14	604	8,456
Estimated Additional Desktop Software Includes but not limited to New & Upgrade versions of Adobe Acrobat, PageMaker, Photoshop Illustrator, Premier, Audition Microsoft Publisher, Windows 7 Frontpage, Project, Visio, Vstudio.net AutoCAD, ESRI ArcGIS, Crystal Corel Draw, Cognos			15,000
Estimated Additional Printers/Plotters			20,000
Estimated Memory upgrades includes: desktop pcs, printers laptops			3,000
Estimated PC misc parts includes: CD Burners, harddrives modems, network cards, DVD Burner mice, network cables			10,000
Estimated Monitor upgrades includes: Flat Panel and larger than 22" monitor			30,000
Estimated Additional Scanners	30	1,000	30,000
Estimated / Additional Moblie Devices/ Toughbook,laptops, tablets	20	2,200	44,000
Estimated Network Upgrades			20,000
Estimated Motorola Radio Repair/Replacement			15,000
Sub-Total Unscheduled Replacement/Additions			232,956
Phone System Maintenance			
Cisco_SmartNet Maintenance			50,000
Subtotal - Phone System Maintenance			50,000

Potential Technology Purchases made through a variety of Cooperative Purchasing Interlocal agreements as provided by Chapter 271, Subcaptors (D) and (F) of the Texas Local Government Code.

ITEM	Quantity	Estimated Unit Cost	Projected Total
Network Software on Master License Agreement (MLA)			
Microsoft Enterprise Agreement			35,000
CommVault			17,000
ZenWorks Configuration Management - 904 nodes			11,000
ZenWorks Asset Management -904 nodes			4,700
ZenWorks Patch Management - 904 nodes			8,000
Subtotal - Network Software on MLA			75,700
PC Hardware and Software Maintenance			
HP Printer/Plotter Maintenance			5,000
AutoCAD			15,225
Barracuda Spam/Spyware			5,500
Siemens Access Control System			28,000
Subtotal - PC Software Maintenance			53,725
IBM Hardware and Software Maintenance			
Hardware Maintenance (2 power 7's)			12,400
Power 7 Software Subscription and Support	2		7,700
Subtotal - IBM Hardware and Software Maintenance			20,100

Grand Total 2,870,797



Legislation Details (With Text)

File #: 14-667 **Version:** 1 **Name:** Ad Valorem Tax Rate Adoption
Type: Presentation **Status:** Agenda Ready
File created: 9/5/2014 **In control:** City Council Regular
On agenda: 9/22/2014 **Final action:**
Title: Presentation, possible action, and discussion on approval of an ordinance adopting the City of College Station 2014-2015 ad valorem tax rate of \$0.452500 per \$100 assessed valuation, the debt service portion being \$0.193053 per \$100 assessed valuation and the operations and maintenance portion being \$0.259447 per \$100 assessed valuation.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [Appendix A2 - FY14 Tax Rate Ordinance.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approval of an ordinance adopting the City of College Station 2014-2015 ad valorem tax rate of \$0.452500 per \$100 assessed valuation, the debt service portion being \$0.193053 per \$100 assessed valuation and the operations and maintenance portion being \$0.259447 per \$100 assessed valuation.

Recommendation(s): Staff recommends Council adopt the proposed tax rate of \$0.452500 per \$100 assessed valuation.

Summary: On August 19th, the City Council discussed the tax rate and called 2 public hearings on a tax rate of \$0.452500. This is a tax rate increase of \$0.02542 from the current tax rate of \$0.425958.

The tax rate must be adopted as two separate components - one for debt service and one for operations and maintenance.

\$0.193053	Debt Service
<u>\$0.259477</u>	O&M
\$0.452500	Total Tax Rate

This is the tax rate the proposed budget was prepared with. If the City Council adopts a tax rate lower than the proposed rate, the budget will have to be amended and reduced.

Current Tax Rate \$0.425958

Effective Tax Rate \$0.414996
Rollback Rate \$0.452987
Proposed Tax Rate \$0.452500

Budgetary and Financial Summary: The proposed tax rate of \$0.452500 per \$100 assessed valuation will generate approximately \$29.7 million. The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

Attachments:

1. Tax Rate Ordinance - \$0.452500 per \$100 assessed valuation

ORDINANCE NO. _____

AN ORDINANCE LEVYING THE AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF COLLEGE STATION, TEXAS, AND PROVIDING FOR THE GENERAL DEBT SERVICE FUND FOR THE YEAR 2014-15 AND APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSES.

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

SECTION 1. That there is hereby levied and there shall be collected for the use and support of the municipal government of the City of College Station, Texas, and to provide General Debt Service for the 2014-15 fiscal year upon all property, real, personal and mixed within the corporate limits of said city subject to taxation, a tax of forty five and twenty-five hundredths cents (\$0.452500) on each one hundred dollar (\$100.00) valuation of property, and said tax being so levied and apportioned to the specific purpose herein set forth:

1. For the maintenance and support of the general government (General Fund), twenty-five and ninety-four hundredths and forty-seven thousandths cents (\$0.259447) on each one hundred dollar (\$100.00) valuation of property; and
2. For the general obligation debt service (Debt Service Fund), nineteen and thirty hundredths and fifty-three thousandths cents (\$0.193053) on each one hundred dollars (\$100.00) valuation of property to be used for principal and interest payments on bonds and other obligations of the fund.

SECTION II. All moneys collected under this ordinance for the specific items therein named, shall be and the same are hereby appropriated and set apart for the specific purpose indicated in each item and the Assessor and Collector of Taxes and the Chief Financial Officer shall keep these accounts so as to readily and distinctly show the amount collected, the amounts expended and the amount on hand at any time, belonging to such funds. It is hereby made the duty of the Tax Assessor and Collector to deliver a statement at the time of depositing any money, showing from what source such taxes were received and to what account (General Fund or General Debt Service Fund) the funds were deposited.

SECTION III. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

SECTION IV. That this ordinance shall take effect and be in force from and after its passage.

PASSED AND APPROVED THIS 22nd DAY OF SEPTEMBER 2014.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: 14-682 **Version:** 1 **Name:** Sanitation Rate Ordinance
Type: Ordinance **Status:** Agenda Ready
File created: 9/7/2014 **In control:** City Council Regular
On agenda: 9/22/2014 **Final action:**
Title: Presentation, possible action, and discussion on an ordinance amending That Chapter 11, "Utilities", Section 5 "Solid Waste Collection Regulations", E "Collection Rates", (1) "General Rate Provision", (2) "Commercial Collection Rates" and (3) "Additional Charges", of the Code of Ordinances of the City of College Station, Texas.
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments: [Summary of Service Levels.pdf](#)
[2014 Sanitation Rate Ordinance.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an ordinance amending That Chapter 11, "Utilities", Section 5 "Solid Waste Collection Regulations", E "Collection Rates", (1) "General Rate Provision", (2) "Commercial Collection Rates" and (3) "Additional Charges", of the Code of Ordinances of the City of College Station, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of this rate ordinance.

Summary: A 15% rate increase is proposed for commercial collection services to cover the city's cost to provide this service. Increasing fuel cost is one of the main factors contributing to the need for the rate adjustment. The commercial collection rate was last increased in 2014. The monetary increase realized by each commercial customer will depend on the level of service that is provided to an individual customer. A table summarizing service levels, the existing rate, and the new rate is attached.

Budget & Financial Summary: It is estimated that the commercial collection rate increase will generate approximately \$389,261 in revenue in FY15, which is needed to provide commercial collection services.

Attachments:

1. Rate Ordinance
2. Summary of Service Levels

	FY15 RATE INCREASE AMOUNTS				
90 Gallon Container	Rates before Increase	Rate Increase	Rates After Increase	Monthly Increase Amount	
Frequency					
1	\$16.00	0.15	\$18.00	\$2.00	Small Single Office
2	\$32.00	0.15	\$37.00	\$5.00	
3	\$48.00	0.15	\$55.00	\$7.00	
4	\$63.00	0.15	\$72.00	\$9.00	
5	\$78.00	0.15	\$90.00	\$12.00	
6	\$92.00	0.15	\$106.00	\$14.00	
Additional Collect	\$11.50	0.15	\$13.20	\$1.70	
Blocked - Return	\$17.25	0.15	\$19.85	\$2.60	
300 Gallon					
Frequency					
1	\$115.00	0.15	\$132.00	\$17.00	
2	\$151.00	0.15	\$174.00	\$23.00	
3	\$184.00	0.15	\$211.00	\$27.00	
4	\$217.00	0.15	\$250.00	\$33.00	
5	\$252.00	0.15	\$290.00	\$38.00	
6	\$292.00	0.15	\$336.00	\$44.00	
Additional 300 Collect	\$23.00	0.15	\$26.00	\$3.00	
Blocked 300 Return	\$17.25	0.15	\$19.85	\$2.60	
2 CY FEL					
Frequency					
1	\$115.00	0.15	\$132.00	\$17.00	
2	\$151.00	0.15	\$174.00	\$23.00	
3	\$184.00	0.15	\$212.00	\$28.00	
4	\$217.00	0.15	\$250.00	\$33.00	

5	\$252.00	0.15	\$290.00	\$38.00	
6	\$292.00	0.15	\$336.00	\$44.00	
Additional 2 CY Collect	\$23.00	0.15	\$26.00	\$3.00	
Blocked 2 CY Return	\$17.25	0.15	\$19.85	\$2.60	
4 CY FEL					
Frequency					
1	\$144.00	0.15	\$166.00	\$22.00	
2	\$191.00	0.15	\$220.00	\$29.00	
3	\$236.00	0.15	\$271.00	\$35.00	Med Office Complex
4	\$286.00	0.15	\$329.00	\$43.00	
5	\$336.00	0.15	\$386.00	\$50.00	
6	\$379.00	0.15	\$436.00	\$57.00	
Additional 4 CY Collect	\$34.50	0.15	\$40.00	\$5.50	
Blocked 4 CY Return	\$17.25	0.15	\$19.85	\$2.60	
8 CY FEL					
Frequency					
1	\$177.00	0.15	\$204.00	\$27.00	Large Office Complex
2	\$246.00	0.15	\$283.00	\$37.00	Strip Center (Shared)
3	\$315.00	0.15	\$362.00	\$47.00	Restaurants
4	\$382.00	0.15	\$439.00	\$57.00	
5	\$451.00	0.15	\$519.00	\$68.00	
6	\$517.00	0.15	\$595.00	\$78.00	
Additional 8 CY Collect	\$46.00	0.15	\$53.00	\$7.00	
Blocked 8 CY Return	\$17.25	0.15	\$19.85	\$2.60	
Commercial Compactors					
2 CY FEL COMP					

Frequency					
1	\$120.00	0.15	\$138.00	\$18.00	
2	\$238.00	0.15	\$274.00	\$36.00	
3	\$358.00	0.15	\$412.00	\$54.00	
4	\$477.00	0.15	\$549.00	\$72.00	
5	\$595.00	0.15	\$684.00	\$89.00	
6	\$715.00	0.15	\$822.00	\$107.00	
4 CY FEL COMP					
Frequency					
1	\$160.00	0.15	\$184.00	\$24.00	
2	\$322.00	0.15	\$370.00	\$48.00	
3	\$482.00	0.15	\$554.00	\$72.00	
4	\$643.00	0.15	\$739.00	\$96.00	
5	\$804.00	0.15	\$925.00	\$121.00	
6	\$965.00	0.15	\$1,110.00	\$145.00	
6 CY FEL COMP					
Frequency					
1	\$216.00	0.15	\$248.00	\$32.00	
2	\$434.00	0.15	\$499.00	\$65.00	
3	\$650.00	0.15	\$748.00	\$98.00	McDonalds
4	\$867.00	0.15	\$997.05	\$130.05	High Volume Rest.
5	\$1,083.00	0.15	\$1,245.00	\$162.00	
6	\$1,299.00	0.15	\$1,494.00	\$195.00	
Roll-Off Container	\$133.00	0.15	\$153.00	\$20.00	Supermarkets/Hospitals
					(increase is per empty)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THAT THAT CHAPTER 11, "UTILITIES", SECTION 5 "SOLID WASTE COLLECTION REGULATIONS", E "COLLECTION RATES", (1) "GENERAL RATE PROVISION", (2) "COMMERCIAL COLLECTION RATES" AND (3) "ADDITIONAL CHARGES", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 11, "Utilities", Section 5 "Solid Waste Collection Regulations", E "Collection Rates", (1) "General Rate Provision", (2) "Commercial Collection Rates" and (3) "Additional Charges", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"**, attached hereto and made a part of this ordinance for all purposes.

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

PART 3: This ordinance becomes effective October 1, 2014.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 11, “Utilities”, Section 5 “Solid Waste Collection Regulations”, E “Collection Rates”, (1) “General Rate Provision”, (2) “Commercial Collection Rates” and (3) “Additional Charges”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended as set out below.

E. COLLECTION RATES

(1) General Rate Provision

Solid waste collection rates are applied based on both the method and number of services provided. Except as otherwise provided in this ordinance, the charges for solid waste collection and disposal shall be assessed according to the following schedule:

- \$14.40. Each single family detached residential unit or residential units in a building with less than a total of four (4) attached residential units in a complex where each residential unit has been assigned a seventy (70) gallon automated solid waste container and provided with garbage, rubbish, brush and recycling collection once weekly.
- \$10.10 Additional monthly fee for each residential unit that has been assigned more than one seventy (70) gallon automated solid waste container. This rate shall be assessed for each additional container utilized.
- \$14.40 Each residential unit in a building with less than a total of four (4) attached residential units in a complex that has been assigned a shared 300 gallon or larger automated solid waste collection container, that has not been identified as a multi-family apartment complex by the City, and provided with twice per week garbage collection, once per week curbside recycling collection and once per week rubbish/brush collection.
- \$6.75 Each residential unit in a building with a total of four (4) or more attached residential units in a complex that has been identified as a multi-family apartment complex by the City, and is assigned a large solid waste container shared by multiple residential units for garbage collection only. Service will be provided twice weekly. Fraternities, Sororities, Privately Owned Student Dorms, and customers within a residential and mixed use location shall

not be assessed this rate, and will be charged according to the variable commercial collection rates listed in paragraph (2) below.

\$14.95 Minimum monthly charge for small businesses that jointly use a commercial-type refuse container without causing a health, sanitation or litter problem.

(2) Commercial Collection Rates

The monthly per container garbage collection and disposal charge for commercial locations shall be based on container size, number of containers utilized and frequency of collection per week.

<u>Container Size</u>	<u>Frequency of Collection</u>	<u>Monthly Rate</u>
90 Gallon Automated	1	\$18.00
	2	37.00
	3	55.00
	4	72.00
	5	90.00
	6	106.00
300/400 Gallon Automated or 2 cubic yard Non-Compactor	1	\$132.00
	2	174.00
	3	212.00
	4	250.00
	5	290.00
	6	336.00
4 cubic yard Non-Compactor	1	\$166.00
	2	220.00
	3	271.00
	4	329.00
	5	386.00
	6	436.00
8 cubic yard Non-Compactor	1	\$204.00
	2	283.00
	3	362.00
	4	439.00
	5	519.00
	6	595.00

2 cubic yard Compactor	1.	\$138.00
	2	274.00
	3	412.00
	4	549.00
	5	684.00
	6	822.00
4 cubic yard Compactor	1.	\$184.00
	2	370.00
	3	554.00
	4	739.00
	5	925.00
	6	1,110.00
6 cubic yard Compactor	1.	\$248.00
	2	499.00
	3	748.00
	4	997.00
	5	1,245.00
	6	1,494.00

(3) Additional Charges

The following additional charges will be assessed and collected upon the performance of the described service or the occurrence of the described use or condition:

- \$3.16 Per cycle fee for usage of the Northgate Promenade Commercial Compactor. The minimum monthly charge as described in paragraph one above for small businesses that jointly use a commercial-type refuse container will apply until usage exceeds 5 cycles per calendar month.
- \$3.28 Daily rental fee for the use of any city-owned, 20 cubic yard roll-off container.
- \$3.51 Daily rental fee for the use of any city-owned, 30 cubic yard roll-off container.
- \$3.74 Daily rental fee for the use of any city-owned, 40 cubic yard roll-off container.
- \$5.29 Per carcass fee for 1 to 19 animal carcasses collected from a commercial veterinarian, plus a flat rate service charge of \$20.00. Flat rate service charge is waived for 20 or more animal carcasses collected at one time.

- \$13.20 Additional fee for collection service requested by customer in addition to the scheduled service on a 90 gallon container.
- \$19.85 Additional fee for any location (other than residential) where the container was blocked and the collection vehicle must return to provide service.
- \$26.00 Additional fee for collection service requested by customer in addition to the scheduled service on a 300 gallon or 400 gallon container.
- \$33.00 Additional fee for delivery and set-up on any city-owned, roll-off container.
- \$26.00 Additional fee for collection service requested by customer in addition to the scheduled service on a 2 cubic yard container.
- \$33.00 Additional fee for collection service requested by customer in addition to the scheduled service on a 2 cubic yard compactor.
- \$40.00 Additional fee for collection service requested by customer in addition to the scheduled service on a 4 cubic yard container.
- \$46.30 Additional fee for collection service requested by customer in addition to the scheduled service on a 4 cubic yard compactor.
- \$53.00 Additional fee for collection service requested by customer in addition to the scheduled service on an 8 cubic yard container.
- \$60.00 Additional fee for collection service requested by customer in addition to the scheduled service on a 6 cubic yard compactor.
- \$66.00 Unprepared solid waste minimum charge.
- \$153.00 All roll-off container service per load plus current per ton landfill charge.



Legislation Details (With Text)

File #: 14-636 **Version:** 1 **Name:** BPG Appointment
Type: Appointment **Status:** Agenda Ready
File created: 8/21/2014 **In control:** City Council Regular
On agenda: 9/22/2014 **Final action:**
Title: Presentation, possible action and discussion regarding appointments to the following boards and commissions:
· Bicycle, Pedestrian, and Greenways Committee

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion regarding appointments to the following boards and commissions:

- Bicycle, Pedestrian, and Greenways Committee

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: Cindy Arnold and Jean Gould has resigned their positions with the Bicycle, Pedestrian, and Greenways Committee. For purposes of maintaining a quorum, it is necessary to appoint someone to fill their unexpired term.

Budget & Financial Summary: None

Attachments: