



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, October 22, 2015

7:00 PM

City Hall Council Chambers

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

Presentation:

- a. Presentation to the College Station Municipal Court proclaiming November 2, 2015 through November 6, 2015, as Municipal Court Week.
- b. Proclamation for National Cyber Security Awareness Month

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

Consent Agenda

At the discretion of the Mayor, individuals may be allowed to speak on a Consent Agenda Item. Individuals who wish to address the City Council on a consent agenda item not posted as a public hearing shall register with the City Secretary prior to the Mayor's reading of the agenda item. Registration forms are available in the lobby and at the desk of the City Secretary.

2. Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.

- 2a. [15-0611](#) Presentation, possible action, and discussion of minutes for:
 - October 8, 2015 Workshop
 - October 8, 2015 Regular Meeting

Sponsors:

Mashburn

Attachments:

[WKSHP100815 DRAFT Minutes.docx](#)

[RM100815 DRAFT Minutes.docx](#)

- 2b. [15-0563](#) Presentation, possible action, and discussion regarding the second renewal of a contract for Annual Pad-Mount Equipment Repair and Restoration to Utility Restoration Services Inc. in the amount of

\$102,370.00.

Sponsors:

Crabb

Attachments:

[Renewal 2 Contract 13-409 Signed Pad Mount Equipment Repair-signed.pdf](#)

2c. [15-0591](#)

Presentation, possible action, and discussion regarding the second reading of a recycling collection franchise ordinance and service agreement with CCAA, LLC., d/b/a Brazos Valley Recycling.

Sponsors:

Caler

Attachments:

[BVR Contract #-16300002-.pdf](#)

2d. [15-0592](#)

Presentation, possible action, and discussion regarding Change Order No. 2 to the construction contract with Kieschnick General Contractors, Inc., reducing contract 15-171 by \$68,526 for the Area 2 Water Line Extension project.

Sponsors:

Harmon

Attachments:

[Area 2 Water Line Map.pdf](#)

2e. [15-0593](#)

Presentation, possible action, and discussion regarding approval of a one year service contract (contract no. 15300392) between the City of College Station and Rios Tree Service Inc., for an amount not to exceed \$200,000 for annual landscaping, tree trimming and removal services.

Sponsors:

Harmon

2f. [15-0594](#)

Presentation, possible action, and discussion regarding construction Change Order No. 1 to contract 15-109 with Kieschnick General Contractors, Inc., reducing the contract in the amount of \$182,397.60 for the Lick Creek Hike & Bike Trail Project.

Sponsors:

Harmon

Attachments:

[Lick Creek Hike & Bike Trail - Project Location Map.pdf](#)

[Construction Change Order No. 1.pdf](#)

2g. [15-0597](#)

Presentation, possible action, and discussion regarding the City of College Station entering into a relationship with the Community Loan Center of the Brazos Valley to provide City employees with a loan option to be re-paid through employee payroll deductions.

Sponsors:

Pond

Attachments:

[Affordable Small Loan Program MOU.pdf](#)

2h. [15-0599](#)

Presentation, possible action, and discussion on awarding a bid to Vox Construction, LLC. in the amount of \$66,670.05 for the construction of sidewalks on the south side of Dominik Drive from Stallings to Munson.

Sponsors: Eller

Attachments: [2. Bid Tabulation ITB 15-079.pdf](#)
[3. Project Location Map.pdf](#)

- 2i. [15-0604](#) Presentation, possible action, and discussion regarding an ordinance of the City Council of the City of College Station, Texas, amending Ordinance No. 2015-3693, replacing Part 4 to change the condition related to the effective date of the rezoning from November 30, 2015 to February 15, 2016, and providing an effective date.

Sponsors: Schubert

Attachments: [Applicant Request Letter](#)
[Ordinance](#)

- 2j. [15-0606](#) Presentation, possible action, and discussion on a resolution stating that the City Council has reviewed and approved the City's Investment Policy, Broker-Dealer List and Investment Strategy.

Sponsors: Kersten

Attachments: [Investment Policy 2016.docx](#)
[Resolution - Investment Policy FY16.docx](#)

- 2k. [15-0609](#) Presentation, possible action, and discussion on approving the FY 16 hotel tax agreement with the Arts Council of the Brazos Valley for \$386,400 to fund Affiliate funding and Annual Program and Marketing funding.

Sponsors: Kersten

Attachments: [ACBV Affiliate Funding Memo FY16.docx](#)

- 2l. [15-0614](#) Presentation, possible action, and discussion on approval of the 2015 Property Tax Roll in the amount of \$32,065,351.34.

Sponsors: Kersten

Attachments: [City CS Levy Letter 2015.docx](#)
[C2 2015 Levy.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. [15-0600](#) Public Hearing, presentation, possible action, and discussion on the Annual Review of the Comprehensive Plan and the Annual Review of the Unified Development Ordinance (UDO).

Sponsors: Prochazka

Attachments: [Annual Review- Interactive Version](#)
[Annual Review - Print Version](#)

2. [15-0608](#) Public Hearing, presentation, possible action, and discussion regarding adoption of the City's Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan.

Sponsors: Garza

Attachments: [Ordinance](#)

3. [15-0618](#) Presentation, possible action, and discussion regarding appointments to the Brazos Transit District Board.

Sponsors: Mashburn

Attachments: [101415 District, The Board Member Solicitation.pdf](#)

4. 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.

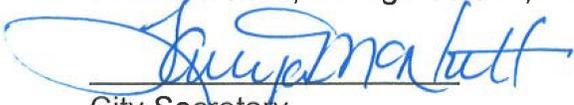
APPROVED



City Manager

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101

Texas Avenue, College Station, Texas, on October 16, 2015 at 5:00 p.m.



City Secretary

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) 764-3541 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 #: 15-0611 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 10/12/2015 **In control:** City Council Regular
On agenda: 10/22/2015 **Final action:**
Title: Presentation, possible action, and discussion of minutes for:
· October 8, 2015 Workshop
· October 8, 2015 Regular Meeting
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments: [WKSHP100815 DRAFT Minutes.pdf](#)
[RM100815 DRAFT Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of minutes for:

- October 8, 2015 Workshop
- October 8, 2015 Regular Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

- October 8, 2015 Workshop
- October 8, 2015 Regular Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
OCTOBER 8, 2015

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
Yvette Dela Torre, Deputy Local Registrar

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Berry at 4:30 p.m. on Thursday, October 8, 2015 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, the College Station City Council convened into Executive Session at 4:30 p.m. on Thursday, October 8, 2015 in order to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:
- Bobby Trant v. BVSWMA, Inc., Cause No. 33014, In the District Court, Grimes County, Texas, 12th Judicial District

- Juliao v. City of College Station, Cause No. 14-002168-CV-272, in the 272nd District Court of Brazos County, Texas
- City of College Station, Texas, v. Embrace Brazos Valley, Inc., Cause No. 15-000804-CV-85, In the 85th Judicial District Court, Brazos County, Texas.

B. Legal Advice; to wit:

- Legal advice regarding a proposed amendment to the RVP Bylaws to extend the appointment of elected officials for additional terms.

The Executive Session adjourned at 5:10 p.m.

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

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Aldrich, the City Council voted seven (7) for and none (0) opposed, to approve the amendment to Article III of the RVP's Bylaws to permit elected officials to be appointed for additional terms or partial terms by their respective City Council and Commissioners Court, not to exceed their term as an elected official. The motion carried unanimously.

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

Items *2o*, and *2h* thru *2n* were pulled for clarification.

(2h – 2n): Jeff Kersten, Assistant City Manager, clarified that the outside agency funding agreements on consent are what was approved in the FY 15-16 budget.

(2o): Jeff Kersten, Assistant City Manager, clarified that CVB receives twelve monthly payments instead of one lump sum, as well as authorizing staff to handle without coming back to council each month.

5. Presentation, possible action, and discussion regarding recycling collection for residential homes and city owned facilities.

Heather Woolwine, Recycling and Environmental Compliance Manager, updated the Council on the single-stream recycling pilot program. She also provided the results of the RFP for recycling collection for residential homes and city-owned facilities.

Staff recommends a new contract with Brazos Valley Recycling, which consists of lowest cost proposal, a single stream recycling bin for all single-family homes, city buildings and facilities and eliminates the risk associated with commodity pricing and processing costs.

6. Presentation and discussion on the TAMU Student Government Association's overarching goals by the Student Body President and the Municipal Affairs Vice President.

Joseph Benigno, Student Body President, and Wayne Beckermann, Municipal Affairs Vice President and Student Liaison to the Council, addressed the Council and presented some of the Student Government Association's overarching goals.

7. Council Calendar

Council reviewed the calendar.

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

Mayor Berry requested a discussion on proposition 7.

9. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Annexation Task Force, Arts Council of Brazos Valley, Arts Council Subcommittee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, 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, Sister Cities Association, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Youth Advisory Council, Zoning Board of Adjustments,

Councilmember Brick reported on the Health Board and the Transportation Committee meeting.

Councilmember Aldrich reported on the ITS and the Arts Council.

Councilmember Mooney reported on the Sport Advisory Board (CVB) with the YMCA and the Texas Municipal League. He also stated that our city received an award for Scenic City.

Councilmember Nichols reported on the CVB, the Sister Cities Association, and the Annexation Task Force.

Councilmember Benham reported on BVWAC.

10. Adjournment

There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 6:27 p.m. on Thursday, October 8, 2015.

ATTEST:

Nancy Berry, Mayor

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
OCTOBER 8, 2015

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
Yvette Dela Torre, Deputy Local Registrar

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 7:00 p.m. on Thursday, October 8, 2015 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.

Presentation to the Down Syndrome Association of Brazos Valley proclaiming October 2015 as Down Syndrome Awareness Month.

Mayor Berry presented the proclamation to representatives of the Down Syndrome Association of Brazos Valley members: Michael Schmitz, Dilon Dyke, Jacob Zapalac, and Stephanie Barbee.

Proclamation celebrating October 8, 2015 as Paint the Town Pink Day.

Mayor Berry presented the proclamation to the representatives of Pink Alliance, the Brazos Valley's advocate for breast health and cancer support, members: Doris Light, Carolyn Oatman, Patricia Gerling, Sally Dee Wade, Janie McDougal, Jeannie Kipp, and Reba Ragsdale.

Hear Visitors Comments

Ben Roper, 5449 Prairie Dawn Ct., came before Council to honor the service and sacrifice of Gary Collins.

CONSENT AGENDA

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

- **September 21, 2015 Regular Meeting**

2b. Presentation, possible action, and discussion regarding an Economic Development Agreement between the City of College Station and the College Station Science Park, LLC regarding approximately 53.80 acres located at 2501 Earl Rudder Freeway South known as the College Station Science Park.

2c. Presentation, possible action, and discussion on a lease agreement with Wirestar Inc. for lease of City Fiber Optic Cable Facilities.

2d. Presentation, possible action, and discussion regarding approval of Change Order No. 3 to the construction contract with Angel Brothers, Inc. in the amount of \$78,811.17 for the Rock Prairie Road Rehabilitation project.

2e. Presentation, possible action, and discussion regarding approval of a recycling collection franchise ordinance and service agreement with CCAA, LLC., d/b/a Brazos Valley Recycling.

2f. Presentation, possible action, and discussion regarding approval of Change Order No. 1 to the design contract in the amount of \$11,285 for the Southland Drainage Improvements project.

2g. Presentation, possible action, and discussion authorizing the award of Bid No. 15-080 for the purchase of City branded uniforms for Parks athletic programs and for other City departments with CC Creations (\$40,000) and Monograms and More (\$40,000) and Promotional Designs, Inc. (\$40,000) for a combined annual estimated expenditure of \$120,000.

2h. Presentation, possible action, and discussion on the Arts Council of the Brazos Valley budget, and; presentation, possible action and discussion on the FY 16 General Fund (\$35,000) and hotel tax (\$96,000) funding agreements for the Arts Council of the Brazos Valley.

2i. Presentation, possible action, and discussion on the Bryan/College Station Chamber of Commerce budget and presentation, possible action and discussion on a FY 16 hotel tax funding agreement for \$25,000 with the Bryan/College Station Chamber of Commerce.

2j. Presentation, possible action, and discussion on a FY16 General Fund funding agreement for \$15,000 with the College Station Noon Lions Club.

2k. Presentation, possible action, and discussion on approving the budget of the Brazos Valley Convention and Visitors Bureau (CVB); and presentation, possible action and discussion on a funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY16 in the amount of \$1,727,855.

2l. Presentation, possible action, and discussion on a funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau (CVB) for FY16 in the amount of \$350,000 to administer the CVB Grant Program.

2m. Presentation, possible action, and discussion on Resolution 10-08-15-2m, authorizing the expense of \$205,000 the Aggieland Humane Society, Inc., for animal shelter services.

2n. Presentation, possible action, and discussion on the FY16 sanitation fund funding agreement for \$56,690 with Keep Brazos Beautiful.

2o. Presentation, possible action, and discussion on the FY16 general fund funding agreement for \$350,000 with Research Valley Partnership (RVP).

2p. Presentation, possible action, and discussion on approving the Memorial for all Veterans of the Brazos Valley budget and presentation, discussion and possible action on a FY16 hotel tax funding agreement for \$25,000 with Memorial for All Veterans of the Brazos Valley.

2q. Presentation, possible action, and discussion on approving a contract for the grant of federal HOME Community Housing Development Organization (CHDO) Set-Aside funds with Elder-Aid, Inc. in the amount of \$159,598 for acquisition and rehabilitation of two (2) existing dwelling units to be used as affordable rental housing for income-eligible elderly households.

2r. Presentation, possible action, and discussion on approving a Change Order to the “Cayenta Software Implementation Services Agreement” between the City of College Station and N. Harris Computer Corporation (dba Cayenta). This Change Order will increase the contract by \$76,800 for a new total of \$711,752.

Item 2r was pulled from the Consent Agenda and was not discussed/voted on.

Items 2k & 2o were pulled for a separate vote.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Agenda, less items 2k, 2o, and 2r. The motion carried unanimously.

(2k)MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Mooney, the City Council voted six (6) for and one (1) opposed, with

Councilmember Schultz voting against, to approve the budget of the Brazos Valley Convention and Visitors Bureau (CVB), and the funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY16 in the amount of \$1,727,855. The motion carried.

(2o)MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Mooney, the City Council voted two (2) for and five (5) opposed, with Councilmembers Brick, Aldrich, Mooney, Nichols, and Schultz voting against, to approve the FY16 general fund funding agreement with the Research Valley Partnership (RVP) with modifications to section 3.1 in the amount of \$87,500.10, with 3 monthly installment payments of \$29,166.67 for the 1st quarter of October 1, 2015 to January 1, 2016. The motion failed.

(2o)MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to approve the FY16 general fund funding agreement for \$350,000 with the Research Valley Partnership (RVP). The motion carried unanimously.

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3708, amending Chapter 4, "Business Regulations," Section 4-20 "Mobile Food Vendors," and Chapter 12, "Unified Development Ordinance," Article 6 "Use Regulations," Section 12-6.3 "Types of Use," and Section 12-6.4 "Specific Use Standards" of the Code of Ordinances of the City of College Station, Texas, regarding mobile food vendors and mobile food courts.

Molly Hitchcock, Planning and Development, reported that the draft amendments allow for the pursuit of two different types of mobile food courts: short- and long-term. A short-term mobile food court (two years maximum) would be allowed to provide some customer amenities with the least amount of development required. A long-term mobile food court would be a permanently located business, allowed to provide the most amenities, and developed according to standards similar to those of brick-and-mortar restaurants. Both short-and long-term mobile food courts would not be allowed to develop by right, but would require permission to develop from the City Council through the Conditional Use Permit and site planning process.

The Planning and Zoning Commission considered this item at the October 1 meeting and voted unanimously. Staff recommends approval of the amendments.

At approximately 7:56 p.m., Mayor Berry opened the Public Hearing.

Diego Mendez, co-owner, 106 B Hardy, stated he has enjoyed working as mobile food vendor and would like to see the time extended from 2:00 a.m. to 3:00 a.m. when the establishments close.

Derek Barre, owner of DBQ, 1454 Puryear Dr., is in support of this mobile food vendor ordinance except for the portable bathrooms or the seven-day stipulations for leaving the area. He would like to see the food trucks stationary for a year before leaving for an inspection.

Blake Zeitman, 1, stated, as for sanitation, they are required to have washing stations, and the health department comes by every few months for an inspection.

There being no further comments, the Public Hearing was closed at 8:16 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2015-3708, amending Chapter 4, “Business Regulations,” Section 4-20 “Mobile Food Vendors,” and Chapter 12, “Unified Development Ordinance,” Article 6 “Use Regulations,” Section 12-6.3 “Types of Use,” and Section 12-6.4 “Specific Use Standards” of the Code of Ordinances of the City of College Station, Texas, regarding mobile food vendors and mobile food courts, with amendments:

- Sec. 12-6.4.(AC)(1)(a)(2)(b) to replace “at least once every seven (7) days” with “at least once a year”;
- To strike Sec. 12-6.4.(AC)(1)(a)(3)(h)(1), Sec. 12-6.4.(AC)(1)(a)(3)(h)(2), Sec. 12-6.4.(AC)(1)(a)(3)(h)(3) and Sec. 12-6.4(AC)(1)(b)(3)(g);
- To add a new Sec.12-6.4.(AC)(1)(c) to read as follows:

“c) Restroom and Hand Washing Facilities for Short-Term and Long-Term Mobile Food Courts.

- 1) Mobile food courts will provide at least two (2) handicapped accessible porta potties with one (1) mobile handwashing station for every ten (10) mobile food vendors.
 - 2) Mobile food courts that are within one hundred (100) feet of a public restroom facility may be exempted from the requirement for porta potties.
 - 3) Mobile food vendors shall comply with the Brazos County Health Department’s requirements for hand washing facilities;”
- To amend Sec. 12-6.4.(AC)(1)(b)(2)(b) to replace “at least once every seven (7) days” with “at least once a year”;
 - To rearrange and renumber Sec. 12-6.4 accordingly in light of these changes.

The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion on Resolution 10-08-15-02, that establishes the City Council determination that the use of certain Greenway areas is allowable and that no other feasible or prudent alternatives exist for Public Utility Easements for the construction of the Spring Creek Transmission Line and that all reasonable planning measures have been taken to minimize harm to such Greenways.

Tony Michalsky, Assistant Director of Electric Utilities, stated that this will establish boundaries for the crossing of the Spring Creek Transmission line through the Lick Creek Greenway property bordered by City property to the west and Brazos Valley Solid Waste Management

Agency property to the east. This is the most cost effective route as other routes would require purchase of additional easements.

At approximately 8:41 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:41 p.m.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Mooney, the City Council seven (7) for and none (0) opposed, to adopt Resolution 10-08-15-02, that establishes the City Council determination that the use of certain Greenway areas is allowable and that no other feasible or prudent alternatives exist for Public Utility Easements for the construction of the Spring Creek Transmission Line and that all reasonable planning measures have been taken to minimize harm to such Greenways. The motion carried unanimously.

3. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3509, 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 GS General Suburban for the property being a 4.322 acre tract in the Bald Prairie Subdivision, Lot 3A, in the City of College Station, Brazos County, Texas, and as recorded in Volume 6749, Page 20, of the Official Records of Brazos County, Texas, generally located between Passendale Lane and Leyla Lane.

Lance Simms, Director of Planning and Development, noted that this request is to rezone the subject property from R Rural to GS General Suburban.

The Planning and Zoning Commission considered this item at their September 17 meeting and unanimously recommended approval. Staff also recommends approval.

At approximately 8:44 p.m., Mayor Berry opened the Public Hearing.

Alton Ofczarzak, 4816 Close Quarter, applicant, state he was here to answer any questions.

There being no further comments, the Public Hearing was closed at 8:45 p.m.

MOTION: Upon a motion made by Councilmember Aldrich and a second by Councilmember Mooney, the City Council seven (7) for and none (0) opposed, to adopt Ordinance 2015-3709, 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 GS General Suburban for the property being a 4.322 acre tract in the Bald Prairie Subdivision, Lot 3A, in the City of College Station, Brazos County, Texas, and as recorded in Volume 6749, Page 20, of the Official Records of Brazos County, Texas, generally located between Passendale Lane and Leyla Lane. The motion carried unanimously.

4. Presentation, possible action, and discussion regarding appointments to the Brazos Central Appraisal District.

The terms of the board of directors of the appraisal district expire on December 31, 2015. The City's current board appointee is Ronald Kaiser, and the Council must appoint one person for a two-year term.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to appoint Dr. Ronald Kaiser to the Brazos Central Appraisal District Board of Directors. The motion carried unanimously.

5. Adjournment.

There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 8:46 p.m. on Thursday, October 8, 2015.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary



Legislation Details (With Text)

File #:	15-0563	Version:	1	Name:	Annual Pad-Mount Equipment Repair and Restoration Contract 13-409, Bid #099, Renewal #2
Type:	Contract	Status:			Consent Agenda
File created:	9/21/2015	In control:			City Council Regular
On agenda:	10/22/2015	Final action:			
Title:	Presentation, possible action, and discussion regarding the second renewal of a contract for Annual Pad-Mount Equipment Repair and Restoration to Utility Restoration Services Inc. in the amount of \$102,370.00.				
Sponsors:	Timothy Crabb				
Indexes:					
Code sections:					
Attachments:	Renewal 2 Contract 13-409 Signed Pad Mount Equipment Repair-signed.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the second renewal of a contract for Annual Pad-Mount Equipment Repair and Restoration to Utility Restoration Services Inc. in the amount of \$102,370.00.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

Recommendation(s):

Staff recommends approval of the contract.

Summary:

In 2012, College Station Utilities (CSU) began a program designed to extend the life of pad-mounted electrical equipment such as transformers, junction boxes, and switchgear by addressing items such as rust repair, painting, removal of fire ant mounds, and leveling the devices in the field. This contract will provide the necessary inspections and repair of electric pad-mounted equipment as funded in the 2015 budget. Performing this preventative maintenance on the pad-mounted equipment will prevent premature failures and will reduce the number of devices which have to be replaced each year while providing better customer service by eliminating extended outages to the customers served from these devices. This contract will perform repairs as need on approximately 230 units. CSU plans to continue this program annually with inspections and repairs being performed in areas based on date of installation and reported problems.

This is the second of two possible annual renewals.

Budget & Financial Summary:

Funds are budgeted and available in the Electric Capital Improvement Project Budget.

Attachments:
Renewal

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Bid 13-099, Contract 13-409 for Annual Pad-Mount Equipment Repair and Restoration, and in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed One Hundred Two Thousand Three Hundred Seventy and 00/100 Dollars (\$102,370.00).

I understand this renewal term will be for the period beginning November 1, 2015 through October 31, 2016. This is the second of two possible renewals.

Utility Restoration Services, Inc.

By: *George Combs*
Printed Name: George Combs
Title: Pres
Date: 9-28-15

City of College Station

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Asst. City Manager/ CFO
Date: _____



Legislation Details (With Text)

File #:	15-0591	Version:	1	Name:	Recycling Franchise Ordinance and Service Agreement
Type:	Contract	Status:			Consent Agenda
File created:	10/2/2015	In control:			City Council Regular
On agenda:	10/22/2015	Final action:			
Title:	Presentation, possible action, and discussion regarding the second reading of a recycling collection franchise ordinance and service agreement with CCAA, LLC., d/b/a Brazos Valley Recycling.				
Sponsors:	Pete Caler				
Indexes:					
Code sections:					
Attachments:	BVR Contract #-16300002-.pdf				

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

Presentation, possible action, and discussion regarding the second reading of a recycling collection franchise ordinance and service agreement with CCAA, LLC., d/b/a Brazos Valley Recycling.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Sustainable City

Recommendation(s): Staff recommends approval of a five (5) year franchise agreement and general services contract with Brazos Valley Recycling for the collection, processing, and marketing of recyclable materials.

Summary: RFP No. 15-053 for residential homes, city-owned buildings and facilities recycling collection closed on August 17, 2015. Brazos Valley Recycling, Texas Commercial Waste, and Central Waste and Recycling were the three responding firms to the RFP. Each firm proposed a single stream recycling collection. Staff has reviewed and ranked the proposals based on the complete response to RFP. This is the second of two readings.

Budget & Financial Summary: Currently, Texas Commercial Waste charges the City \$653,000 annually for recycling services. Under the new franchise agreement and general services contract, the City will pay an annual cost of \$840,283.20. At present, the provision of recycling collection services and associated public education programs accounts for \$2.82 out of the \$14.40 monthly sanitation fee charged to each customer. Staff is not recommending a rate increase at this time.

Attachments:

1. Franchise Agreement & General Services Contract



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 16300002 PROJECT#: _____ BID#: _____ RFP: _____

Contract Description:

Recycling Collection Franchise Agreement & Service Contract

Project Name:

Single Stream Recycling Initiative

Name of Contractor:

Brazos Valley Recycling

CONTRACT TOTAL VALUE: \$ 840,283.20

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)

RFP#15-053 received 3 proposals.

CRC Approval Date*: 7/20/2015 *(if required)** Council Approval Date*: 10/8/2015 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

Original(s) sent to CSO on

Scanned into Laserfiche on

Original(s) sent to Fiscal on

ORDINANCE NO. _____

**RECYCLING COLLECTION FRANCHISE AGREEMENT &
GENERAL SERVICE AGREEMENT**

AN ORDINANCE GRANTING CCAA, LLC D/B/A BRAZOS VALLEY RECYCLING ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHT OF WAYS WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION ("CITY") FOR THE PURPOSE OF PROVIDING COLLECTION OF RECYCLABLE MATERIALS FROM DESIGNATED CITY FACILITIES, CITY BUILDINGS, AND SINGLE FAMILY RESIDENTIAL HOMES. PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.

WHEREAS, the City, by ordinance, exclusively provides all solid waste collection and disposal services for solid waste aggregated from within the City limits including, but not limited to Recyclable Materials; and

WHEREAS, the City pursuant to City Charter Article XI, may grant franchises to entities for use of public streets, alleys, and highways for collection Recyclable Materials generated in City limits; and

WHEREAS, the City of College Station desires to exercise the Charter's authority and grant a non-exclusive franchise to CCAA, LLC d/b/a Brazos Valley Recycling for collection of certain Recyclable Materials generated from designated City Facilities, City Buildings, and Single Family Residential Homes in City limits; and

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

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ARTICLE I. DEFINITIONS

1.1 Agreement means this Franchise Ordinance and Service Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclable Materials within the City limits.

1.2 Approved Number of Customers means the maximum number of Single Family Residential Homes, City Buildings, and City Facilities served, which is determined by the City's Representative based on Utility Billing Reports.

1.3 Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.) or Twin Oaks Landfill means the permitted municipal solid waste landfill owned and operated by a Texas local government corporation.

1.4 City Council or Council means the governing body of the City of College Station, Texas.

1.5 City means the City of College Station, a Texas Home Rule Municipal Corporation.

1.6 City's Representative means the Recycling & Environmental Compliance Manager or their designated appointee.

1.7 Collection means the scheduled aggregation of recyclables by Contractor.

1.8 Contaminated means recyclable materials mixed with solid waste or is altered in a way that has become unrecyclable.

1.9 Contractor means the Contractor who is franchised for the collection of recyclable materials.

1.10 Customers mean the locations designated by the City as a City Building or Facility and Single Family Residential Homes.

a. Single Family Residential Home means:

- i. 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 three hundred (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.
- ii. 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, and recycling collection once weekly.

1.11 Receptacle means a weatherproof container easily identifiable and designated for recycling collection.

1.12 Recyclables or Recyclable Materials mean materials recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product. Specifically as described in **Exhibit A**.

1.13 Residue means the materials regularly associated with and attached to recyclable materials, as a part of the original packaging or usage of that material that is not recyclable.

1.14 TAC means the Texas Administrative Code now and as amended.

1.15 TCEQ means the Texas Commission on Environmental Quality.

ARTICLE II. RECYCLING SERVICES

This Agreement is by and between the City of College Station, a Texas Home-Rule Municipal Corporation and CCAA, LLC d/b/a Brazos Valley Recycling to collect, transport, process, and recycle all Recyclable Materials generated by Customers as described in the Scope of Services attached as **Exhibit A**.

ARTICLE III. PAYMENT AND TERM

3.1 Consideration. In consideration for the services performed in the Scope of Services Contractor's completion of the services in conformity with this Agreement the City shall pay the Contractor an amount not to exceed **\$840,283.20**.

3.2 City Buildings and Facilities. City shall pay Contractor for recycling collection, \$3.18 per month per approved City Building or Facility.

3.3 Single Family Residential Home. City shall pay Contractor for recycling collection \$3.18 per month per approved Single Family Residential Home.

3.4 Payment Application. The Contractor will invoice the City monthly for recycling collection. The City will pay the Contractor's invoice within thirty (30) after receipt according to the Texas Prompt Payment Act.

3.5 City's Payment and Approval. The City will pay Contractor for the services performed no later than thirty (30) calendar days from the date of the City's receipt of the payment

application and the City's approval of the services. If any amount due from the City is not paid within sixty (60) days after Contractor's invoice date, Contractor may, with written notice and without terminating this Agreement, suspend collecting and processing of Recyclable Materials until the City has paid any undisputed amount to Contractor.

3.6 Invoice Requirements. Invoices must state on a form approved by the City:

- a. The number and type of Customers collected for the previous month
- b. The per Customer charge
- c. The total invoice amount

3.7 Term. The initial term of the Agreement is for two (2) years with the option to renew for three (3) additional one (1) year terms for a total of five (5) years. Any renewal must be in writing and executed by the parties.

ARTICLE IV. GRANT OF AUTHORITY AND ACCEPTANCE

4.1 City grants Contractor a non-exclusive franchise to operate and establish recycling collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right.

4.2 City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for recycling collection. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.

4.3 By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.

ARTICLE V. NON-EXCLUSIVE FRANCHISE

5.1 This Agreement is a non-exclusive franchise recycling as described in this Agreement. The City may enter into a contract with another entity for the collection, processing, and disposal of solid waste or Recyclable Materials not covered by the terms of this Agreement. If City develops services or programs resulting other materials that may be recycled, including but not limited to multifamily or commercial recycling, the City shall have the option to market those to any contractor.

5.2 If City and Contractor contract for the collection and recycling of additional materials, those terms will be incorporated into this Agreement with an amendment.

ARTICLE VI. VIOLATION AND PENALTY

- 6.1 Fine.** Any person, firm or corporation violating any provision or term of this Agreement shall receive a citation and fine not to exceed \$2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.
- 6.2 Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of One Hundred Fifty Dollars (\$300.00). Complaints are to be verified by the Contractor and the City's Representative. The charges shall be deducted from the Contractor's monthly invoice.
- 6.3 Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

ARTICLE VII. INDEPENDENT CONTRACTOR

- 7.1 Independent Contractor.** The Contractor is an independent contractor retained for the services described in the Scope of Services. The City will not control the manner or the means of the Contractor's performance. The City shall be entitled to a work product as described in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies required by the United States Internal Revenue Service or other State or Federal agencies. This Agreement does not create a joint venture or partnership.

ARTICLE VIII. INSURANCE

- 8.1** The Contractor shall procure and maintain, at its sole cost and expense for the term 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 services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.
- 8.2** The Contractor's insurance shall list the City of College Station, its employees, volunteers, and officials as additional insureds. The Required Limits of Insurance are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C**.

ARTICLE IX. INDEMNIFICATION AND RELEASE

- 9.1 Indemnification.** Contractor shall indemnify, hold harmless, and defend the City, 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, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work and services done by the Contractor under this Agreement. Such indemnity shall apply regard less of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

- 9.2 Release.** The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the 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 thereof, for any injury to or death of any person 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 the Contractor's work and services 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 injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE X. DISPUTES AND MEDIATION

- 10.1 Disputes.** If dispute between City and Contractor arises during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the administration of this Agreement. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.
- 10.2 Mediation.** If the parties not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will equally pay for the mediator's services.
- 10.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

ARTICLE XI. GENERAL TERMS

- 11.1 Performance.** Contractor, its employees, associates, or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner.
- 11.2 Termination.**
- a. For Convenience.** At any time, the City may terminate this Agreement for convenience, in writing with thirty (30) days' notice. 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 before the termination date.
 - b. For Cause.** City also may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.
 - c. Hearing.** This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.
- 11.3 Venue.** 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.
- 11.4 Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.
- 10.5 Taxes.** The City is tax exempt and is not responsible for the payment of any taxes.
- 11.6 Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statues, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

- 11.7 Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
- 11.8 Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
- 11.9 Invalid Provisions.** If any provision of this Agreement 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 Agreement is invalid or unenforceable, and if limiting that provision the Agreement may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 11.10 Entire Agreement.** This Agreement represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 11.11 Agree to Terms.** The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.
- 11.12 Effective Date.** According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.
- 11.13 Notice.** Any official notice under this Agreement will be sent to the following addresses:

City of College Station
Attn: Heather Woolwine
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
hwoolwine@cstx.gov

CCAA, LLC d/b/a Brazos Valley Recycling
Attn: Charles Mancuso
8825 Stewarts Meadow
College Station, TX 77845
werentit@msn.com

- 11.14 List of Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.
- A. Scope of Services**
 - B. Insurance Requirements**
 - C. Certificates of Insurance**

- D. List of Recyclable Materials
- E. Collection Method
- F. Collection Schedule

11.15 Public Meetings and Readings. This Agreement was passed adopted and approved according to Texas Government Code Chapter 551.

- a. First Consideration & Approval on the 8th day of October, 2015.
- b. Second Consideration & Approval on the 22nd day of October, 2015.

PASSED, ADOPTED, and APPROVED by the City of College Station City Council on the _____ day of _____ 2015.

CCAA, LLC D/B/A BRAZOS VALLEY RECYCLING

CITY OF COLLEGE STATION

By: 

By: _____
Mayor

Printed Name: CHARLES MANCUSO

Title: OWNER

Date: _____

Date: 9/10/15

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

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PASSED, ADOPTED, and APPROVED by the City of College Station City Council on the _____ day of _____ 2015.

CCAA, LLC D/B/A BRAZOS VALLEY RECYCLING

CITY OF COLLEGE STATION

By: 

By: _____

Printed Name: Charles Mancuso

Mayor

Title: Owner

Date: _____

Date: 9/10/15

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

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CCAA, LLC D/B/A BRAZOS VALLEY RECYCLING

CITY OF COLLEGE STATION

By: 

By: _____
Mayor

Printed Name: Charles Mancuso

Title: OWNER

Date: _____

Date: 9/10/15

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

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PASSED, ADOPTED, and APPROVED by the City of College Station City Council on the _____ day of _____ 2015.

CCAA, LLC D/B/A BRAZOS VALLEY RECYCLING

CITY OF COLLEGE STATION

By: 

By: _____
Mayor

Printed Name: Charles Mancuso

Title: Owner

Date: _____

Date: 9/10/15

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

- D. List of Recyclable Materials
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PASSED, ADOPTED, and APPROVED by the City of College Station City Council on the _____ day of _____ 2015.

CCAA, LLC D/B/A BRAZOS VALLEY RECYCLING

CITY OF COLLEGE STATION

By: 

By: _____
Mayor

Printed Name: Charles Mancuso

Title: owner

Date: _____

Date: 9/10/15

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

EXHIBIT A. SCOPE OF SERVICES

1. Recyclable Materials Collection Services

- a. **Services.** Contractor shall collect, remove, transport, process, market, and recycle all Recyclable Materials generated by Customers according to **Exhibit D**.
- b. **Receptacles.** Contractor shall provide at the Contractor's cost and use collection receptacles with the approved specifications in this Agreement. Contractor shall maintain an inventory of at least 3,000 receptacles at Contractor's facility.
- c. **Duties.** Contractor shall provide all reasonable, adequate, and necessary supervision, supplies, materials, equipment, labor, insurance, licenses, and permits to fulfill all obligations under this Agreement.

2. Collection Procedures

- a. **Notification.** The City shall be responsible for educating Customers on recycling collection procedures. Notification materials shall be provided at Contractor's expense.
- b. **Placement of Receptacles.** Under no circumstances shall receptacles be placed on public streets, alleys, or thoroughfares without the City's Representative's approval. Contractor shall provide receptacles to Customers within one week of receiving an order request from a Customer or the City Representative. Contractor shall remove receptacle(s) within one week of receiving an order request from a Customer or City Representative.
- c. **Collection.** Contractor shall collect the receptacles containing Recyclable Materials placed on the curb in Customer location. Contractor shall use open bed trucks, trailers, compaction trucks, fully automated, semi-automated, or any combination for the collection of the Recyclable Materials.
- d. **Collection Schedule.** Contractor shall collect Recyclable Materials according to the Collection Schedule attached in **Exhibit F**. The Collection Schedule must be approved by the City. Contractor may only collect Recyclable Materials according to the Collection Schedule, unless a change is approved in writing by the City's Representative. If change is approved, Contractor must provide notice to each designated Customer at its expense and in a manner approved by the City's Representative. The schedule shall divide the City into five (5) areas and provide a collection route for each area.
- e. **Collection Times.** Collection of Recyclable Materials may not start before 8:00 a.m. and must complete collection by 5:00 p.m. In no event shall Contractor perform collection activities between 8:00 p.m. and 8:00 a.m. Contractor shall notify the City's Representative within one (1) hour of any delay in the collection process. Notice of a

delay must be accompanied by Contractor's proposal for completing the scheduled work within a reasonable time. The proposal must be approved by the City's Representative.

- f. **City Holidays.** When scheduled collection day falls on an official City holiday recognized by the City's Sanitation Division, recycling collection may be postponed by one (1) day. When a scheduled collection is postponed due to the observance of a holiday, the City shall notify the affected Customers of the holiday and shall notify the affected customers of their make-up collection date. Notice shall occur no less than forty-eight (48) hours in advance of the observed holiday and shall be approved in advance by the City's Representative. A holiday collection schedule shall be provided six (6) months in advance to the Contractor.
- g. **Force Majeure.** Neither party shall be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by Force Majeure. Such request shall be accompanied by Contractor's proposal for completing scheduled work within a reasonable time frame. Said request shall be subject to approval by the City's Representative.
 - a. The term Force Majeure shall include the following: an act of God, strike, act of a public enemy, war, mines or other items of ordinance, blockage, public rioting, lightning, fire, storm, hurricane, flood, explosions, inability to obtain materials, supplies, labor permits, servitudes, or rights of way, acts or restraints of any governmental authority, epidemics, landslides, lightning storms, earthquakes, washouts, arrests, restraints of rulers and peoples, civil disturbances, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment, and any other cause, whether of the kinds specifically enumerated above or otherwise, which is not reasonably within the control of the parties and which by the exercise of due diligence could not reasonably be prevented or overcome. Events reasonably within the control of the party having the difficulty shall not constitute "force majeure" and shall be remedied with the exercise of due diligence.

3. Collection and Transport of Recyclables

- a. **Transport.** The Contractor shall only transport collected Recyclable Materials for storage, processing, disposal, or other necessary handling to locations in a manner permitted by the terms of this Agreement as well as federal, state, and local law. This Agreement does not authorize Contractor to utilize the streets, alleys, and public ways to dispose of municipal solid waste intended for disposal or any other type of waste from any other project.
- b. **Cover.** During transport of Recyclable Materials all vehicles shall be covered to prevent release of litter.

4. Appearance of Equipment and Personnel

- a. **Equipment.** Contractor shall ensure all collection equipment and vehicles are attractively painted, well maintained and are in good working condition. Equipment must be washed at least one time per week. Equipment and vehicles must have sufficient carrying capacity for safe and efficient Recyclable Materials collection Customers. The City shall have the right to inspect and approve the appearance of recycling collection equipment. A standby vehicle shall be available at all times for Recyclable Materials collection.
- b. **Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement.
- c. **Personnel.** All collection personnel shall wear a City approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work pants.

5. Processing and Marketing

- a. **Marketing and Processing.** Contractor is responsible for the marketing and processing costs/returns of all Recyclable Materials All Recyclable Materials must be processed at certified, registered, or permitted recycling vendors, processing facilities, brokers, toll end users, material recovery facilities, or recycling manufacturers..
- b. **Disposal.** In no case shall any uncontaminated Recyclable Materials be disposed in a landfill.

6. Reporting Requirements

- a. **Activity Report.** With the monthly invoice Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. Contractor's report shall include the following information:
 - i. The Customer collection count, itemized by customer type, collection day, and route
 - ii. Total tonnage of all Recyclable Materials collected, itemized by type of material
 - iii. Total tonnage of all Recyclable Materials collected, but not sold due to rejection and the disposition of those materials
 - iv. Copy of weight tickets from all forms of processing site(s) in accordance with "5. Processing and Marketing"

- v. Reports of all complaints and investigations concerning the collection of Recyclable Materials and the actions taken by Contractor in response to complaints
- vi. Any other information concerning the recycling collection as required by the City's Representative

7. Service Adjustments

Changes in service including the type and size equipment, the frequency or service type, and rates may be amended in writing by the parties.

8. Responsibility for Receptacle, Equipment, & Access

Contractor furnished receptacles or equipment will remain Contractor's property. Customers shall only use the receptacle(s) for its proper and intended purpose and shall not overload (by weight or volume) or alter the receptacle. Customers shall provide safe and unobstructed access to the receptacles or equipment on the scheduled collection day.

9. Receptacle Replacement or Repair Cost

If the Customers' receptacle is lost, stolen, damaged, or destroyed, Contractor will determine the repair or replacement cost based on new model prices. The repair or replacement cost will include all part(s), decals, complete container(s), repair, and labor. If it is determined a Customer intentionally or negligently damages the Contractor's receptacles or equipment then the Customer may be invoiced by the City for the damages. It is the Customer's responsibility to file police reports for stolen or vandalized containers.

10. Inspection of Records and Operations

- a. **Facilities.** The City shall have the right to inspect the facilities, equipment, personnel, and operations of the Contractor to investigate compliance with this Agreement.
- b. **Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but not limited to information concerning the quality and quantity of Recyclable Materials collected, processed, and sold; number Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclable Materials, as well as amounts paid by Contractor for recycling collection equipment.
- c. **Records Retention.** Contractor shall retain all records associated with this agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City shall remain confidential according to the Texas Open Records Act. The City agrees

to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.

11. Complaints Regarding Service

- a. Intake.** Contractor shall make practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt. Any missed collection, whether real or alleged, shall be the collection responsibility of the Contractor.
- b. Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with section "6. Reporting Requirements"

12. Termination of Individual Service

In the event that Contractor wants to terminate service to any Customer, Contractor must send a written request and state the reason for termination to the City's Representative. The City's Representative shall have the right to review such request for a period of five (5) business days. The City's Representative shall make the final determination regarding any termination of individual service.

EXHIBIT B. INSURANCE REQUIREMENTS

Throughout the term of this Agreement the 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 C**; 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 10.10 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"

VI) Title 28, Section 110.IIO(c) (7)

A) Pursuant to the explicit terms of Title 28, Section 110.IIO(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:

1) Definitions:

- (1) 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.
- (2) 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.
- (3) 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.
- 2) 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.**
- 3) The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.**
- 4) 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.

- 5) 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.
- 6) The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 7) 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.
- 8) 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.
- 9) 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.
- 10)** 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.
- 11)** 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."



ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED CCAA, LLC dba Brazos Valley Recycling, LLC; The Big Dumpster P.O. Box 5449 Bryan TX 77801	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Umbrella is follow form and sits over General Liability and Automobile Liability.

CravensWarren

Insurance • Bonds • Benefits

TO CERTIFICATE HOLDER:

Our agency is issuing the enclosed certificate of insurance on behalf of Brazos Valley Recycling Management, Inc. a client of G&A Partners, a Professional Employer Organization (PEO).

G&A and Brazos Valley Recycling Management, Inc. are co-employer's of Brazos Valley Recycling Management, Inc.'s leased employees. G&A is the employer of record for Workers Compensation and extends coverage from that policy to Brazos Valley Recycling Management, Inc through an Alternate Employer Endorsement, which is shown on your Certificate of Insurance.

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

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

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

Sincerely,

Cravens/Warren Insurance Agency, Inc dba
Cravens/Warren & Company

NOTEPAD:HOLDER CODE CITCOLL
INSURED'S NAME G&A Outsourcing, Inc. dbaBRAZO-8
OP ID: MJPAGE 2
Date 09/17/2015

The Workers Compensation policy includes Form #WC4203 04 A Texas Waiver of Our Right to Recover From Others Endorsement-Specific waiver in favor of City of College Station.

ALTERNATE EMPLOYER ENDORSEMENT

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

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

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

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

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

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

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

Schedule

<u>Alternate Employer</u>	<u>Address</u>	<u>State of Special or Temporary Employment</u>
BRAZOS VALLEY RECYCLING MANAGEMENT INC	8825 STEWARTS MDWS COLLEGE STATION, TX 77845-8536	TEXAS

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on

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

Policy No. TSF-0001076234 20150223 of the Texas Mutual Insurance Company

Issued to G & A OUTSOURCING INC

DBA: G & A PARTNERS

Premium \$

NCCI Carrier Code 29939

WC000301 (ED. 1-94)

Endorsement No.



Authorized Representative

EXHIBIT C. CERTIFICATES OF INSURANCE

EXHIBIT D. RECYCLABLE MATERIALS COLLECTED

Accepted Materials

- 1. Aluminum Beverage Cans**
- 2. Catalogues**
- 3. Cardboard (OCC)**
- 4. Glass: All Colors**
- 5. Newspapers and Magazines/Ad Slicks**
- 6. Mixed Paper**
- 7. Plastic HDPE – high density polyethylene (all types and colors)**
- 8. Plastic PETE – polyethylene terephthalate (all types and colors, not to include bags)**
- 9. Shredded Paper, bagged**
- 10. Steel Cans**
- 11. Telephone Books**
- 12. White Paper**

EXHIBIT E. COLLECTION METHOD

Customers will be serviced bi-weekly (every two weeks), using two (2) side-load automated collection vehicles, Monday-Friday.

EXHIBIT F. COLLECTION SCHEDULE



Legislation Details (With Text)

File #: 15-0592 **Version:** 1 **Name:** Area 2 Water Line Change Order
Type: Change Order **Status:** Consent Agenda
File created: 10/2/2015 **In control:** City Council Regular
On agenda: 10/22/2015 **Final action:**
Title: Presentation, possible action, and discussion regarding Change Order No. 2 to the construction contract with Kieschnick General Contractors, Inc., reducing contract 15-171 by \$68,526 for the Area 2 Water Line Extension project.
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments: [Area 2 Water Line Map.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding Change Order No. 2 to the construction contract with Kieschnick General Contractors, Inc., reducing contract 15-171 by \$68,526 for the Area 2 Water Line Extension project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of Change Order #2 with Kieschnick General Contractors, Inc. reducing the contract amount by \$68,526.

Summary: The construction contract with Kieschnick General Contractors, Inc. was awarded on April 23, 2015. The project included the installation of 6,582 linear feet of 12" water line with associated appurtenances.

The purpose of this change order is to reconcile the proposed bid quantities to the actual installed quantities of various line items for final project closeout. During the construction of the waterline along Greens Prairie Road, an existing water line was not located correctly. The water line had to be re-routed. This resulted in structural backfill not being required. The additional gravel bedding for trench dewatering was also not needed.

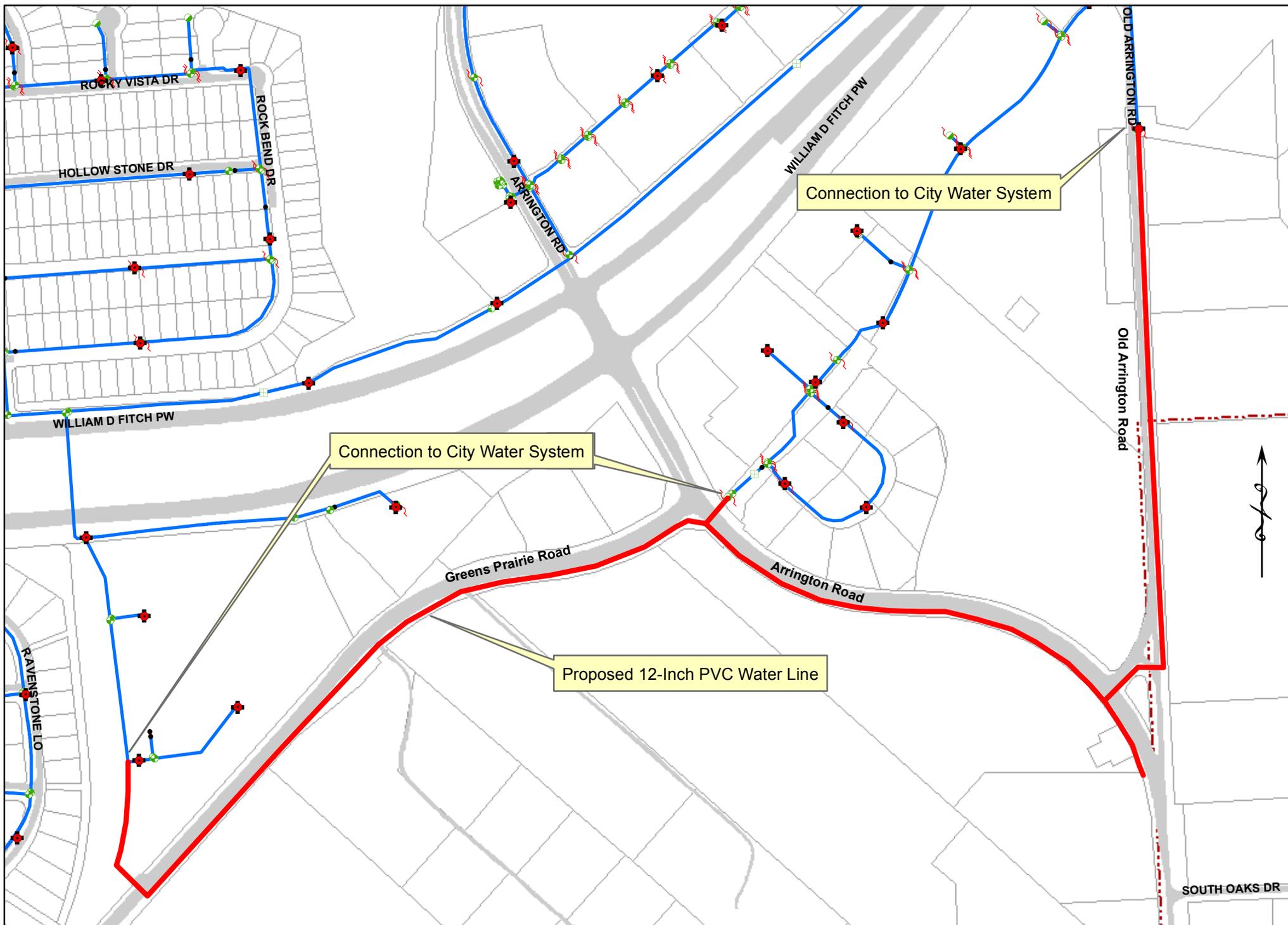
Budget & Financial Summary: After this deductive change order is applied, the total expenditures and encumbrances on this project will be \$759,110.33.

Attachments:

1. Change Order No. 2 - On file in the City Secretary's Office
2. Project Location Map

Area 2 Water Line Extension Project

1 inch = 400 feet





Legislation Details (With Text)

File #: 15-0593 **Version:** 1 **Name:** Rios Tree Service Contract
Type: Contract **Status:** Consent Agenda
File created: 10/2/2015 **In control:** City Council Regular
On agenda: 10/22/2015 **Final action:**
Title: Presentation, possible action, and discussion regarding approval of a one year service contract (contract no. 15300392) between the City of College Station and Rios Tree Service Inc., for an amount not to exceed \$200,000 for annual landscaping, tree trimming and removal services.
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a one year service contract (contract no. 15300392) between the City of College Station and Rios Tree Service Inc., for an amount not to exceed \$200,000 for annual landscaping, tree trimming and removal services.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: This is an annual agreement for one year with the option to renew for two (2) additional one (1) year terms for a total of three (3) years. Two (2) sealed proposals were received and evaluated with Rios Tree Service Inc. providing the best value for the City. This contract provides the city the ability to request landscape vegetation, right-of-way, and sight distance tree trimming from a qualified arborist.

Budget & Financial Summary: Funds are budgeted and available in the Streets Maintenance operating budget.

Attachments:

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



Legislation Details (With Text)

File #: 15-0594 **Version:** 1 **Name:** Lick Creek Hike & Bike Trail Change Order No. 1
Type: Change Order **Status:** Consent Agenda
File created: 10/2/2015 **In control:** City Council Regular
On agenda: 10/22/2015 **Final action:**
Title: Presentation, possible action, and discussion regarding construction Change Order No. 1 to contract 15-109 with Kieschnick General Contractors, Inc., reducing the contract in the amount of \$182,397.60 for the Lick Creek Hike & Bike Trail Project.
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments: [Lick Creek Hike & Bike Trail - Project Location Map.pdf](#)
[Construction Change Order No. 1.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding construction Change Order No. 1 to contract 15-109 with Kieschnick General Contractors, Inc., reducing the contract in the amount of \$182,397.60 for the Lick Creek Hike & Bike Trail Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the construction Change Order No. 1 with Kieschnick General Contractors, Inc. reducing the contract amount by \$182,397.60.

Summary: The construction contract with Kieschnick General Contractors, Inc. was awarded on May 18, 2015 to construct approximately five miles of hike and bike trail from Creek View Park to Lick Creek Park.

The purpose of this change order is to address design related issues based on an engineering review. After the project was bid for construction, an engineering review discovered several items that needed to be addressed including meeting AASHTO standards on trail curvatures and installing safety railings. These issues have been addresses with a conformed set of plans.

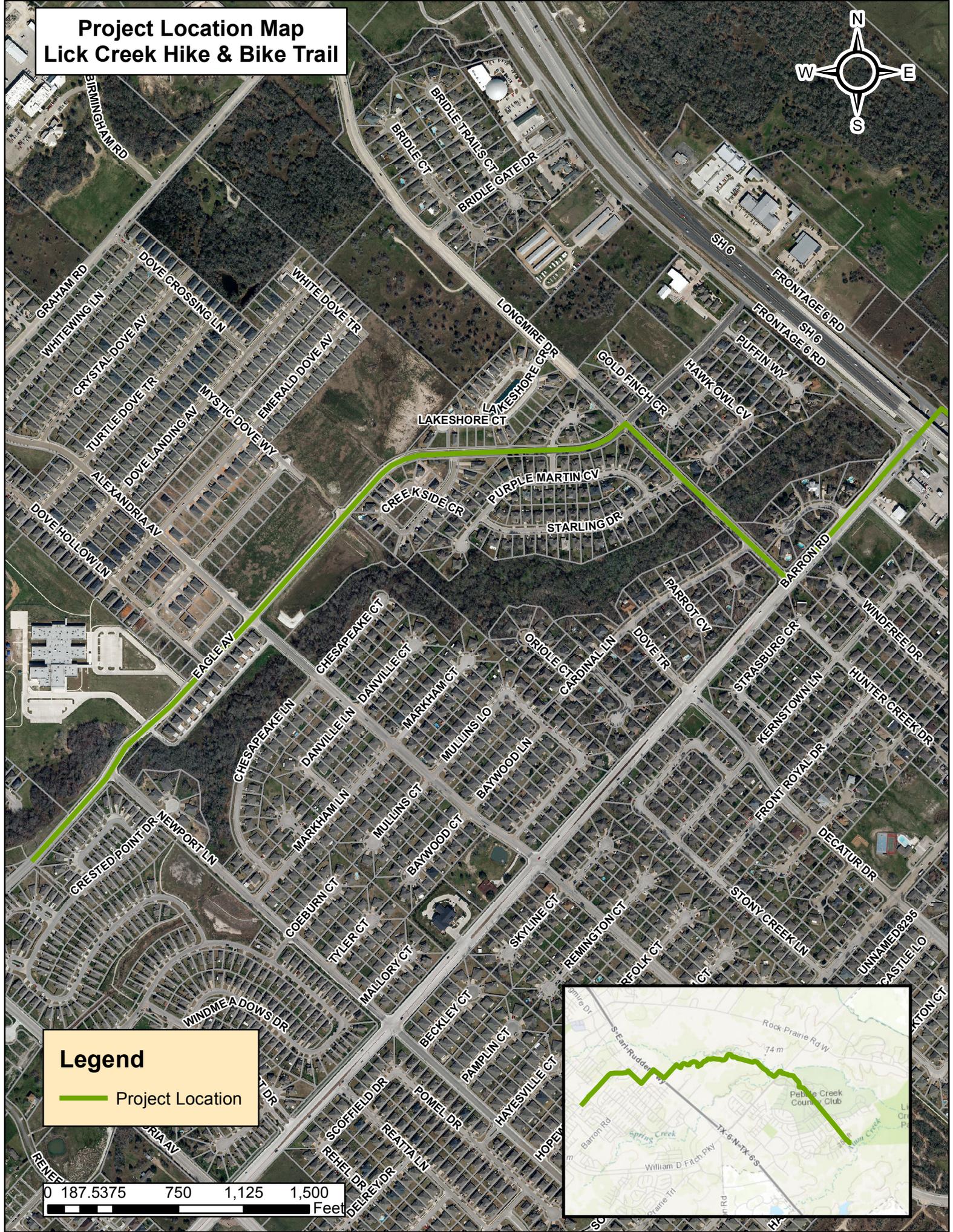
As a means to mitigate the cost of the additional changes, the scope of work was reduced by removing the trail section along Pebble Creek Parkway and instead adding bike lanes to the existing sidewalk section along Pebble Creek Parkway. By a vote of 4-0, this was the preferred option of the Bicycle, Pedestrian, & Greenways Advisory Board in their October 5, 2015 meeting.

Budget & Financial Summary: A total of \$4,410,000 is budgeted for this project. After this deductive change order is applied, the total expenditures and encumbrances of this project will be \$3,630,637.76, leaving a balance of \$779,362.24 for any remaining expenditures.

Attachments:

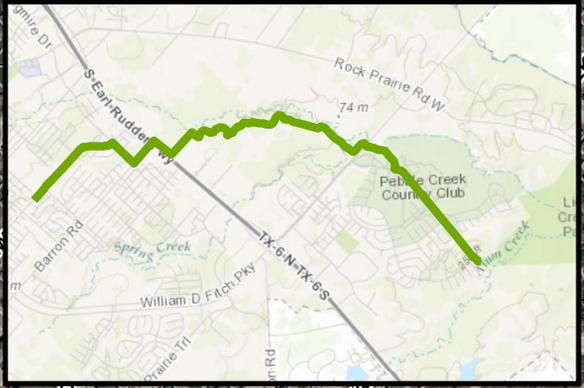
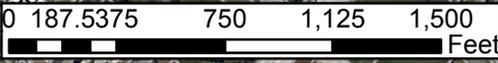
1. Construction Change Order No.1
2. Project Location Map

Project Location Map Lick Creek Hike & Bike Trail

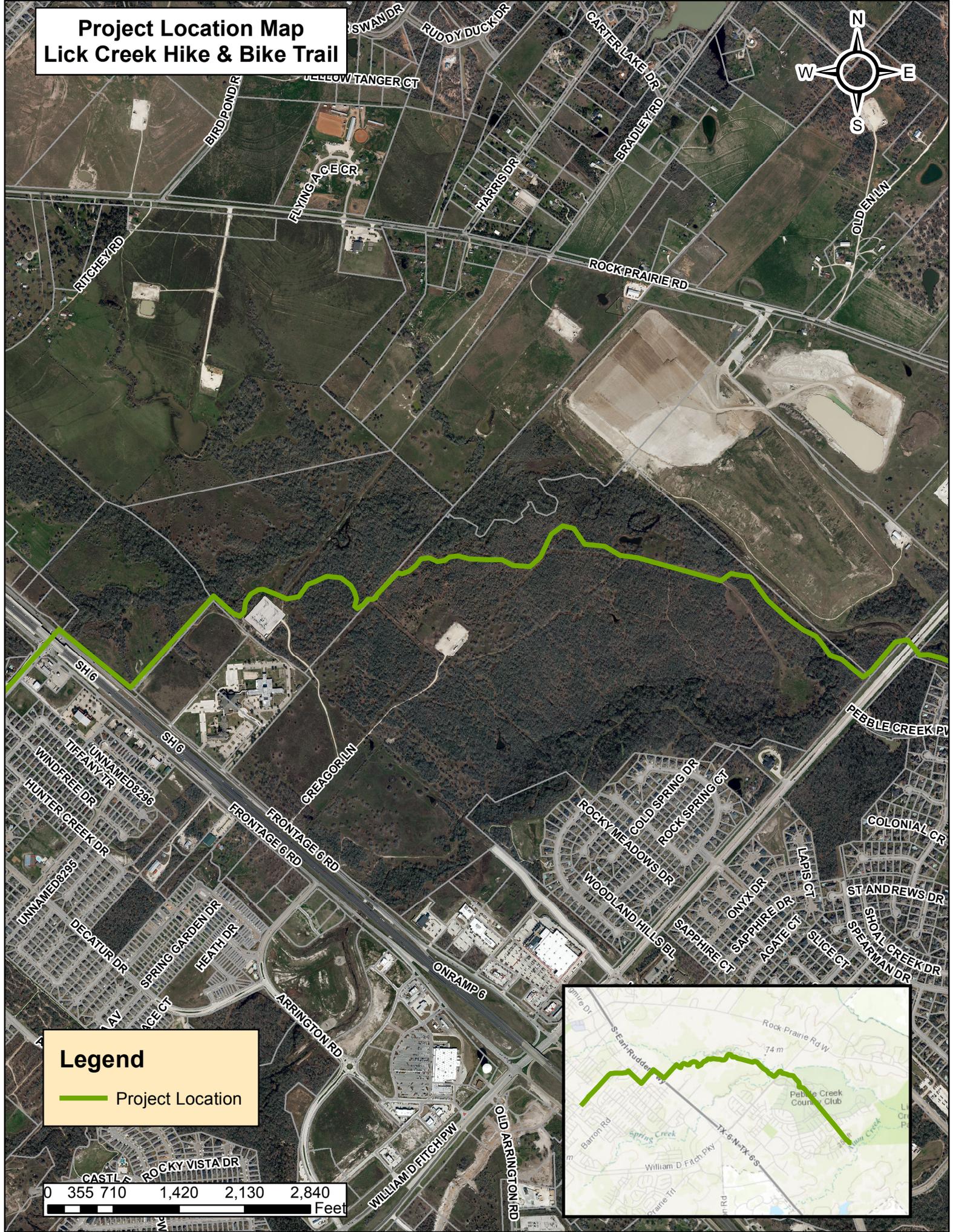


Legend

— Project Location

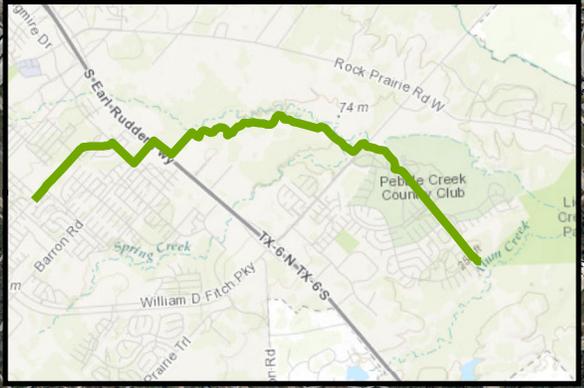
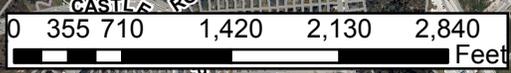


Project Location Map Lick Creek Hike & Bike Trail

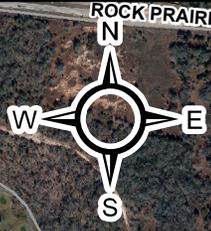


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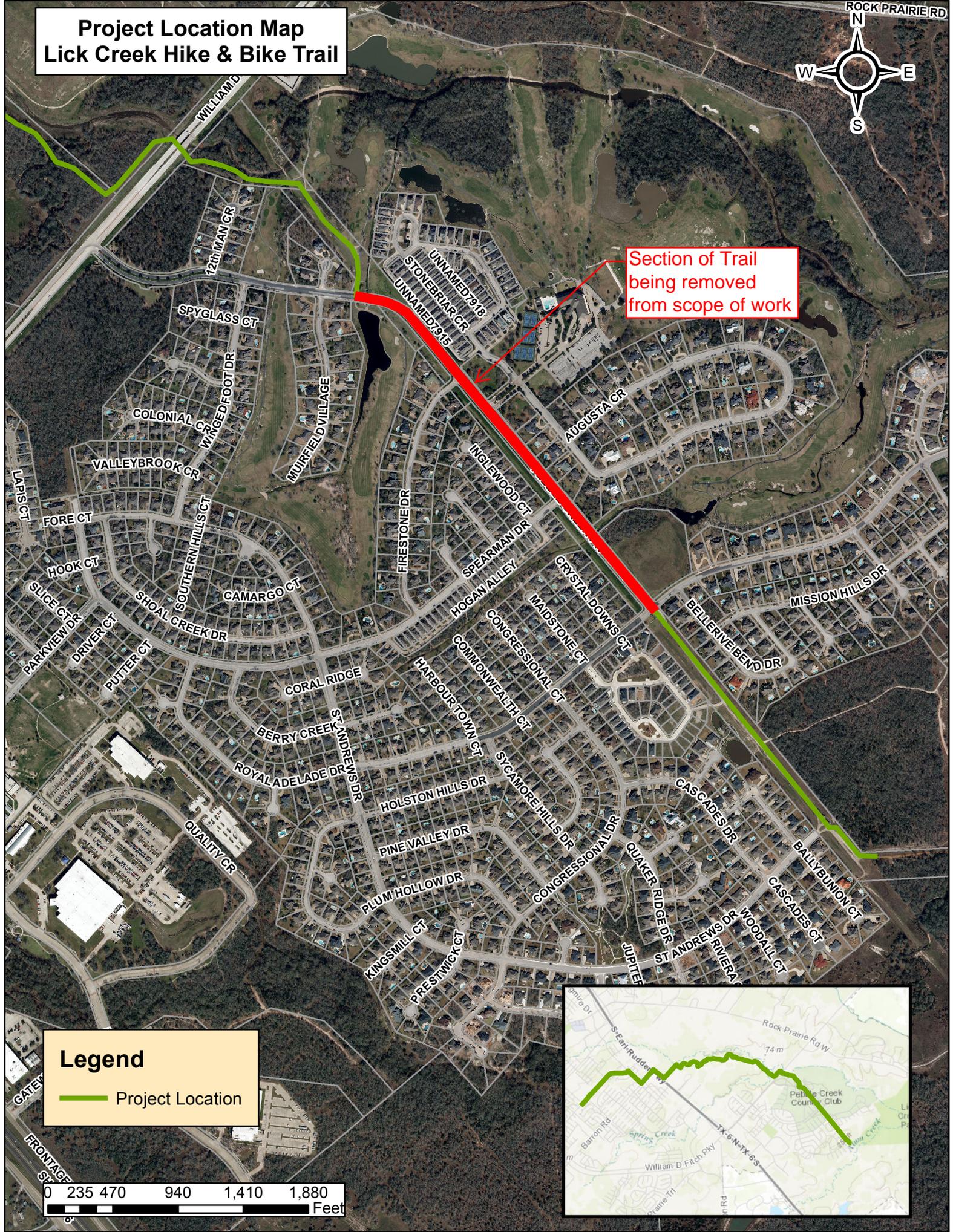
— Project Location



Project Location Map Lick Creek Hike & Bike Trail

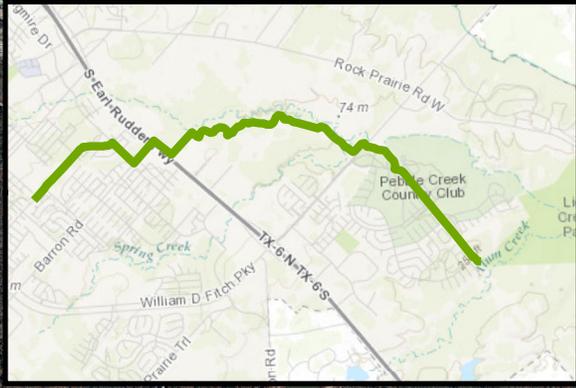


Section of Trail
being removed
from scope of work



Legend

— Project Location



Lick Creek Greenway Trail - Change Order 1

Item	Original Quantity	New Quantity	Unit	Change in Quantity	Type	Unit Price	Original Price	Total Price Change Order 1	
General Construction Items									
1	1	1	LS	0	Insurance and Mobilization for all material, equipment and labor to complete the project (not to exceed 5% of construction)	\$150,000.00	\$150,000.00	\$0.00	
Subtotal for General Construction Items								\$150,000.00	\$0.00
Site Preparation									
2	1,600	1,600	SY	0	Demolition of existing 4' walks (along Eagle and Longmire) (approx. 3,525 L.F.)	\$15.00	\$24,000.00	\$0.00	
3	1,817	317	SY	-1,500	Demolition of existing walks	\$18.00	\$32,708.00	-\$27,000.00	
4	655	485	LF	-170	Demolition of existing curb & gutter	\$5.00	\$3,275.00	-\$850.00	
5	20,600	18,981	LF	-1,639	Sill Fence	\$1.80	\$37,080.00	-\$2,950.20	
6	15	16	EA	+1	Inlet protection	\$70.00	\$1,050.00	\$70.00	
7	260	255	EA	-5	Tree protection	\$60.00	\$15,600.00	-\$300.00	
8	36	42	EA	+6	Tree removal	\$100.00	\$3,600.00	\$600.00	
9	1	0	LS	-1	Irrigation system salvage	\$15,000.00	\$15,000.00	-\$15,000.00	
10	1	1	LS	0	Irrigation repair	\$10,000.00	\$10,000.00	\$0.00	
11	8.5	8.5	AC	0	Cleaning and Grubbing for Trail Alignment (30' trail corridor)	\$5,000.00	\$42,500.00	\$0.00	
12	1	1	LS	0	Erosion Control (allowance)	\$10,000.00	\$10,000.00	\$0.00	
13	1	1	LS	0	Rip-Rap Removal (At William D. Fitch)	\$10,000.00	\$10,000.00	\$0.00	
14	130	130	LF	0	Fence Removal	\$20.00	\$2,600.00	\$0.00	
15	11,830	11,830	SY	0	Paving (Gravel) Removal	\$1.00	\$11,830.00	\$0.00	
*		1	EA	+1	Remove wingwall	\$1,500.00	\$0.00	\$1,500.00	
*		48	SY	+48	Remove concrete apron	\$25.00	\$0.00	\$1,200.00	
*		8	LF	+8	Remove 5x5 box culvert	\$200.00	\$0.00	\$1,600.00	
Subtotal for Site Preparation								\$219,241.00	-\$41,130.20
Hardscape - Sidewalk (Eagle and Longmire) (approx. 3,525 L.F.)									
16	430	839	SY	+409	6' Wide Concrete Trail - Eagle Ave. (5" Thick Concrete w/ 6" lime base and excavation)	\$75.00	\$32,250.00	\$30,675.00	
17	2,120	1,753	SY	-367	6' Wide Concrete Trail - Longmire Drive (5" Thick Concrete w/ 6" lime base and excavation)	\$70.00	\$148,400.00	-\$25,690.00	
18	150	150	SY	0	6" Thick Paving for Maintenance Access - Longmire Drive	\$80.00	\$12,000.00	\$0.00	
19	360	360	LF	0	Concrete curb & gutter	\$15.00	\$5,400.00	\$0.00	
20	19	19	EA	0	Barrier Free Ramps (complete installed, including landings, etc.)	\$1,000.00	\$19,000.00	\$0.00	
Subtotal for Hardscape (Eagle and Longmire)								\$217,050.00	\$4,985.00
Hardscape - Main Trail (approx. 16,230 L.F.)									
21	16,550	13,490	SY	-3,060	10' Wide Concrete Trail (5" Thick Concrete w/ 6" lime base and excavation)	\$80.00	\$1,324,000.00	-\$244,800.00	
22	1,888	1,968	SY	+80	6" Paving for Maintenance Access	\$80.00	\$151,040.00	\$6,400.00	
23	10,200	0	SF	-10,200	Woodland Wildflower Seed Mix	\$0.10	\$1,020.00	-\$1,020.00	
24	8	3	EA	-5	Barrier Free Ramps	\$1,000.00	\$8,000.00	-\$5,000.00	
25	7	3	EA	-4	Concrete Drainage Flume	\$1,000.00	\$7,000.00	-\$4,000.00	
26	28	45	LF	+17	Concrete Drainage Culvert (3'x5')	\$750.00	\$21,000.00	\$12,750.00	
27	1,400	0	LF	-1,400	Retaining Wall	\$100.00	\$140,000.00	-\$140,000.00	
28	16	16	EA	0	Trail Regulatory Signs	\$550.00	\$8,800.00	\$0.00	
29	340	921	LF	+581	Trail Safety Railing	\$150.00	\$51,000.00	\$87,150.00	
30	230	68	LF	-162	Install curb & gutter	\$25.00	\$5,750.00	-\$4,050.00	
31	41	41	EA	0	Landscape Boulders	\$360.00	\$14,760.00	\$0.00	
*		98	LF	+98	18" RCP	\$65.00	\$0.00	\$6,370.00	
*		5	EA	+5	18" SET	\$1,500.00	\$0.00	\$7,500.00	
*		40	LF	+40	24" RCP	\$75.00	\$0.00	\$3,000.00	
*		4	EA	+4	24" SET	\$1,800.00	\$0.00	\$7,200.00	
*		17	LF	+17	5x5 Box Culvert	\$600.00	\$0.00	\$10,200.00	
*		14	SY	+14	Concrete Riprap Apron	\$50.00	\$0.00	\$700.00	
*		720	LF	+720	Concrete Curb	\$11.00	\$0.00	\$7,920.00	
*		10.6	CY	+10.6	18" Rock Riprap	\$50.00	\$0.00	\$530.00	
*		4	EA	+4	Straight Wingwall	\$4,000.00	\$0.00	\$16,000.00	
*		1	EA	+1	Flared Wingwall	\$7,500.00	\$0.00	\$7,500.00	
*		3	EA	+3	Area inlet drains	\$2,250.00	\$0.00	\$6,750.00	
*		871	LF	+871	Tall Retaining Wall	\$125.00	\$0.00	\$108,875.00	
Subtotal for Hardscape - Main Trail								\$1,732,370.00	-\$110,025.00

					Trailhead (Creek View Park)				
32	100	100	SY	0	Trailhead Concrete Paving (5" Thick Concrete w/ 6" lime base and excavation)	\$65.00	\$6,500.00	\$0.00	
33	21	21	SY	0	Trailhead Paver Border	\$100.00	\$2,100.00	\$0.00	
34	30	30	SY	0	Trailhead Limestone Paving	\$160.00	\$4,800.00	\$0.00	
35	2	2	EA	0	Trailhead Bench	\$1,250.00	\$2,500.00	\$0.00	
36	2	2	EA	0	Trailhead Bicycle Rack	\$300.00	\$600.00	\$0.00	
37	1	1	EA	0	Trailhead Trash Receptacle	\$1,050.00	\$1,050.00	\$0.00	
38	1	1	EA	0	Trailhead Gateway Monument	\$10,000.00	\$10,000.00	\$0.00	
39	1	1	EA	0	Trailhead Informative Signage	\$2,000.00	\$2,000.00	\$0.00	
Subtotal for Trailhead (Creek View Park)								\$29,550.00	\$0.00
					Trailhead (Lick Creek Park)				
40	171	171	SY	0	Trailhead Concrete Paving (5" Thick Concrete w/ 6" lime base and excavation)	\$65.00	\$11,115.00	\$0.00	
41	26	27	SY	+1	Trailhead Paver Border	\$100.00	\$2,600.00	\$100.00	
42	53	55	SY	+2	Trailhead Limestone Paving	\$160.00	\$8,480.00	\$320.00	
43	1	1	EA	0	Trailhead Bench	\$1,250.00	\$1,250.00	\$0.00	
44	2	2	EA	0	Trailhead Bicycle Rack	\$300.00	\$600.00	\$0.00	
45	1	1	EA	0	Trailhead Trash Receptacle	\$1,050.00	\$1,050.00	\$0.00	
46	1	1	EA	0	Trailhead Gateway Monument	\$10,000.00	\$10,000.00	\$0.00	
47	2	2	EA	0	Trailhead Informative Signage	\$2,000.00	\$4,000.00	\$0.00	
48	1	0	LS	-1	Lick Creek Park Sign Relocation	\$10,000.00	\$10,000.00	-\$10,000.00	
49	6	6	EA	0	Trailhead Fence Columns	\$2,500.00	\$15,000.00	\$0.00	
50	102	102	LF	0	Trailhead Fence	\$100.00	\$10,200.00	\$0.00	
51	12	12	LF	0	Stone Seatwall	\$300.00	\$3,600.00	\$0.00	
Subtotal for Trailhead (Lick Creek Park)								\$77,895.00	-\$9,580.00
					Trailhead (State Highway 6)				
52	380	42	SY	-338	Trailhead Concrete Paving (5" Thick Concrete w/ 6" lime base and excavation)	\$65.00	\$24,700.00	-\$21,970.00	
53	1	1	EA	0	Trailhead Gateway Monument	\$10,000.00	\$10,000.00	\$0.00	
54	50	32	LF	-18	Trailhead Railing	\$103.00	\$5,150.00	-\$1,854.00	
Subtotal for Trailhead (State Highway 6)								\$39,850.00	-\$23,824.00
					Rest Areas/Overlook (3 total)				
55	1,260	466	SY	-794	Rest Area Concrete Paving (5" Thick Concrete w/ 6" lime base and excavation)	\$65.00	\$81,900.00	-\$51,610.00	
56	255	107	SY	-148	Rest Area Limestone Paving	\$160.00	\$40,800.00	-\$23,880.00	
57	39	39	SY	0	Rest Area Paver Border	\$100.00	\$3,900.00	\$0.00	
58	6	6	EA	0	Rest Area Bench	\$1,250.00	\$7,500.00	\$0.00	
59	36	36	LF	0	Stone Seat Wall	\$300.00	\$10,800.00	\$0.00	
60	6	6	EA	0	Rest Area Bicycle Rack	\$300.00	\$1,800.00	\$0.00	
61	3	3	EA	0	Rest Area Trash Receptacle	\$1,050.00	\$3,150.00	\$0.00	
62	3	3	EA	0	Steel Shade Structure	\$27,500.00	\$82,500.00	\$0.00	
63	9	9	EA	0	Stone Columns	\$1,250.00	\$11,250.00	\$0.00	
64	3	3	EA	0	Rest Area Informative Signage	\$2,000.00	\$6,000.00	\$0.00	
Subtotal for Rest Areas/Overlook								\$249,600.00	-\$75,290.00

					Bridges and Underpasses				
65	4	4	EA	0	Minor Creek Crossings (complete in place)	\$7,500.00	\$30,000.00	\$0.00	
66	90	90	LF	0	Pedestrian Bridge (90 linear ft.)	\$1,665.00	\$149,850.00	\$0.00	
67	2	2	EA	0	Bridge Abutments	\$7,500.00	\$15,000.00	\$0.00	
68	125	125	LF	0	Roadway Underpass (including trail, retaining walls and railing)	\$1,200.00	\$150,000.00	\$0.00	
*		1	LS	+1	Roadway Underpass (retain wall incr., soilnail & railing changes)	\$76,018.00		\$75,018.00	
Subtotal for Bridges and Underpasses								\$344,850.00	\$76,018.00
					Wayfinding/Distance Markers (15 total)				
69	250	237	SY	-13	Concrete Paving (6" Thick Concrete w/ 6" lime base and excavation)	\$200.00	\$50,000.00	-\$2,600.00	
70	1,575	1,474	SF	-101	PreCast Concrete Pavers	\$9.00	\$14,175.00	-\$909.00	
71	25	25	EA	0	Wayfinding/Distance Marker Signage	\$1,250.00	\$31,250.00	\$0.00	
Subtotal for Wayfinding/Distance Markers								\$95,425.00	-\$3,509.00
					Regulatory Signs Signs and Related				
72	8	8	EA	0	Regulatory Traffic Sign	\$550.00	\$4,400.00	\$0.00	
73	12	12	EA	0	Pedestrian Crosswalk Striping	\$1,100.00	\$13,200.00	\$0.00	
*		14	EA	+14	Object markers	\$70.00		\$980.00	
*		140	LF	+140	Stop Bar Striping	\$14.25		\$1,995.00	
Subtotal for Pedestrian Traffic Signs and Related								\$17,600.00	\$2,975.00
					Landscaping				
74	1	1	EA	0	Burr Oak (30 Gal.)	\$540.00	\$540.00	\$0.00	
75	2	2	EA	0	Pecan (30 Gal.)	\$540.00	\$1,080.00	\$0.00	
76	2	2	EA	0	Golden Rain Tree (15Gal.)	\$350.00	\$700.00	\$0.00	
77	26,140	21,434	SY	-4,706	Hydroseed (Bermuda)	\$0.40	\$10,456.00	-\$1,882.40	
78	1,135	0	SY	-1,135	Woodland Wildflower Seed Mix	\$1.00	\$1,135.00	-\$1,135.00	
Subtotal for Landscaping								\$13,911.00	-\$3,017.40
Change Order 1 Total								\$3,187,342.00	-\$182,397.60



Legislation Details (With Text)

File #: 15-0597 **Version:** 1 **Name:** Memorandum of Understanding
Type: Minutes **Status:** Consent Agenda
File created: 10/5/2015 **In control:** City Council Regular
On agenda: 10/22/2015 **Final action:**
Title: Presentation, possible action, and discussion regarding the City of College Station entering into a relationship with the Community Loan Center of the Brazos Valley to provide City employees with a loan option to be re-paid through employee payroll deductions.
Sponsors: Alison Pond
Indexes:
Code sections:
Attachments: [Affordable Small Loan Program MOU.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the City of College Station entering into a relationship with the Community Loan Center of the Brazos Valley to provide City employees with a loan option to be re-paid through employee payroll deductions.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Diverse Growing Economy
- Sustainable City

Recommendation(s):

The City of College Station Human Resources and Fiscal Services Departments recommend approval of this Memorandum of Understanding with the effective date of November 1, 2015.

Summary:

The Community Loan Center of the Brazos Valley’s goal is to assist responsible individuals in improving their ability to provide for themselves and their families by increasing their creditworthiness and capacity to build equity for long term self-sustainability. The Affordable Small Dollar Loan Program was created to provide needed funds in hardship situations and serve as new lines of credit to otherwise ineligible borrowers. These loans will be reported to all three credit bureaus helping to improve the credit score of employees who make timely payments on their loan(s). The program offers small loans with a much lower interest rate than one would find through a payday or title loan transaction.

By partnering with the with Community Loan Center of the Brazos Valley’s Affordable Small Dollar Loan Program, City employees would have the ability to obtain a low-interest loan of up to \$1,000

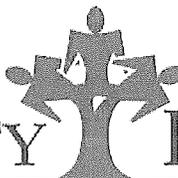
and have their re-payment installments deducted from their bi-weekly paycheck through payroll deduction.

Budget & Financial Summary:

There is no budgetary impact as all employee loans are funded and administered directly through the Community Loan Center of the Brazos Valley.

Attachments:

Affordable Small Dollar Loan Program - Memorandum of Understanding



COMMUNITY LOAN CENTER
OF THE BRAZOS VALLEY
Affordable Small Dollar Loans

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“*MOU*”), dated and effective **November 1, 2015** is an alliance between the Community Loan Center of the Brazos Valley (Local Lender), and **City of College Station** (Employer)(collectively, the “*Parties*”).

I. MISSION

Local Lender’s mission is to provide financial products and services to the borrowers in **Brazos** County/Countries principally in the area of consumer lending and financial literacy education. As part of this mission, Local Lender is engaged in the Community Loan Center Affordable Small Dollar Loans Program (the “*Program*”) to provide a lower-cost alternative to high cost payday loans, pawn shops, check cashing, and signature loan outlets.

Together, the Parties enter into this MOU to offer the Program to employees as an alternative to predatory payday and title loans.

II. PURPOSE AND SCOPE

The purpose of the MOU is to create a framework of cooperation between Local Lender and Employer to collaborate on this mutually beneficial Program, including setting up, monitoring and evaluation, and providing technical assistance in accessing required information related to the Program. Through these activities the Parties will give qualified employees the opportunity to participate in the Program with equal access.

III. RESPONSIBILITIES

Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of the organization are:

LOCAL LENDER:

Contact: Sandra Arellano-Rivers
Address: 4001 E. 29th St. Ste. 180
Bryan, Texas 77805
Phone: 979 595-2809
Fax: 979 595-2816
Email: sandra.rivers@bvahc.org

EMPLOYER:

Contact: Alison Pond
Address: P.O. Box 9960
Phone: 979-764-3518
Fax: 979-764-3800
Email: apond@cstx.gov

Employer's Responsibilities:

- Employer will provide timely employment verification for employees who apply for a loan.
- Employer agrees to set up payroll deduction for each employee that has elected such option in the loan application process for the repayment of the loans funded pursuant to the Program (See Exhibit A: Copy of Consent to Payroll Deduction).
- Employer is encouraged to support the Program by representing the mission and goals of the Program at professional meetings and among other businesses in the area.
- Upon request and within reason, Employer will share their experiences with the Program to other potential employers, media, or other interested third parties.

Local Lender's Responsibilities:

- Local Lender shall make an initial presentation to employees about the Program at Employer's place of work.
- Local Lender will provide assistance setting up, monitoring, and evaluating the Program through the Program's software products and support.
- Local Lender will provide technical assistance in accessing required information related to the Program.

Both Parties Agree to the Following:

- Initial meetings will be held between Parties to review implementation of this agreement and to establish policy directives as appropriate.
- Parties agree that the Employer will not be financially responsible for the repayment of any loan made by Local Lender to Employer's employees.

- Parties agree that the Employer will not be a beneficiary, nor profit directly or indirectly from the loan payments deducted from employee's payroll and transferred to Local Lender.
- Parties agree not to share employee information with unaffiliated third parties.
- Confidentiality: Parties agree not to use or release any reports, data, or other information identifying applicants or persons, except with the prior written approval of such applicant or person served and in accordance with the consumer rules and regulations and where applicable, federal and state laws and regulations. Such information shall be used only to assure proper administration, planning, coordination and monitoring of performance under this Agreement.

IV. COST ALLOCATION/RESOURCE SHARING

Local Lender will be responsible for preparation of transactional documents, administrative and overhead expenses incurred by Local Lender. Local Lender shall be responsible for submitting all necessary progress reports to its Board of Directors or other governing body and shall track all expenditures, for provision of the necessary checks and balances.

V. TERMS OF UNDERSTANDING

This MOU may be reviewed at any time to ensure that it is fulfilling its purpose.

VI. MODIFICATION/TERMINATION

This MOU constitutes an agreement between the parties hereto. This MOU may be modified, altered, revised, extended or renewed only by mutual written consent of all parties, pursuant to the issuance of a written amendment, signed and dated by all parties.

Either party to this MOU may terminate its participation in this MOU by providing at least 30 days' prior written notice of intent to terminate. In such case, termination by one or more of the parties to this MOU does not alter any surviving terms or obligations of the other party to this MOU.

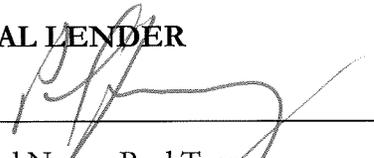
VII. DISCLAIMER

Employer shall not be deemed an agent of Local Lender, and there is no joint venture formed between Local Lender and Employer.

VIII. AUTHORIZATION

On behalf of the organization I represent, I wish to sign this MOU and contribute to the further development of the Program.

LOCAL LENDER

By: 

Printed Name: Paul Turney

Title: President & CEO

Date: Nov. 1, 2015

EMPLOYER

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

Exhibit A

CONSENT TO PAYROLL DEDUCTION

I understand that I have the option of repaying my loan using payroll deduction, where payments are deducted directly from my paycheck; electronic funds transfer, where payments are taken directly from my bank account using Automated Clearing House ("ACH") electronic transfer; or by check or cash.

I, _____ (full name of employee) hereby authorize my employer to deduct payments from my paycheck in the appropriate periodic installments as contained in the Promissory Note between myself and the Community Loan Center of _____ (geographic location), until the balance is paid in full. I understand that I may revoke this authorization at any time by providing my employer with written notice.

Employee Signature

Date

Employee Number

Last Four Digits of Social Security Number



Legislation Details (With Text)

File #: 15-0599 **Version:** 1 **Name:** 2015 Neighborhood Sidewalk Construction Contract

Type: Contract **Status:** Consent Agenda

File created: 10/6/2015 **In control:** City Council Regular

On agenda: 10/22/2015 **Final action:**

Title: Presentation, possible action, and discussion on awarding a bid to Vox Construction, LLC. in the amount of \$66,670.05 for the construction of sidewalks on the south side of Dominik Drive from Stallings to Munson.

Sponsors: Debbie Eller

Indexes:

Code sections:

Attachments: [2. Bid Tabulation ITB 15-079.pdf](#)
[3. Project Location Map.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on awarding a bid to Vox Construction, LLC. in the amount of \$66,670.05 for the construction of sidewalks on the south side of Dominik Drive from Stallings to Munson.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Core Services and Infrastructure
- Neighborhood Integrity

Recommendation(s): Staff recommends approval of this construction contract with Vox Construction, LLC.

Summary:

The 2015 Neighborhood Sidewalk project includes the construction of five sections of sidewalks identified by the Bicycle, Pedestrian, and Greenways Master Plan and the Eastgate Neighborhood Plan. The design for five sections of sidewalk was completed using Community Development Block Grant (CDBG) funds. The construction of four of these sidewalk sections was included in the 2013 Annual Action Plan and Community Development budget and construction was completed in 2015. This contract includes the construction of the final section of sidewalk located on the south side of Dominik Drive between Stallings and Munson. This project is located in an income-eligible neighborhood and qualifies to be funded with CDBG. On September 11, 2015, five sealed bids were received in response to ITB 15-079.

Budget & Financial Summary: A total of \$66,670.05 in CDBG funds are budgeted for the final section of sidewalks included in this project. To date, a total of \$353,741.04 has been expended on the 2015 Neighborhood Sidewalk project.

Attachments:

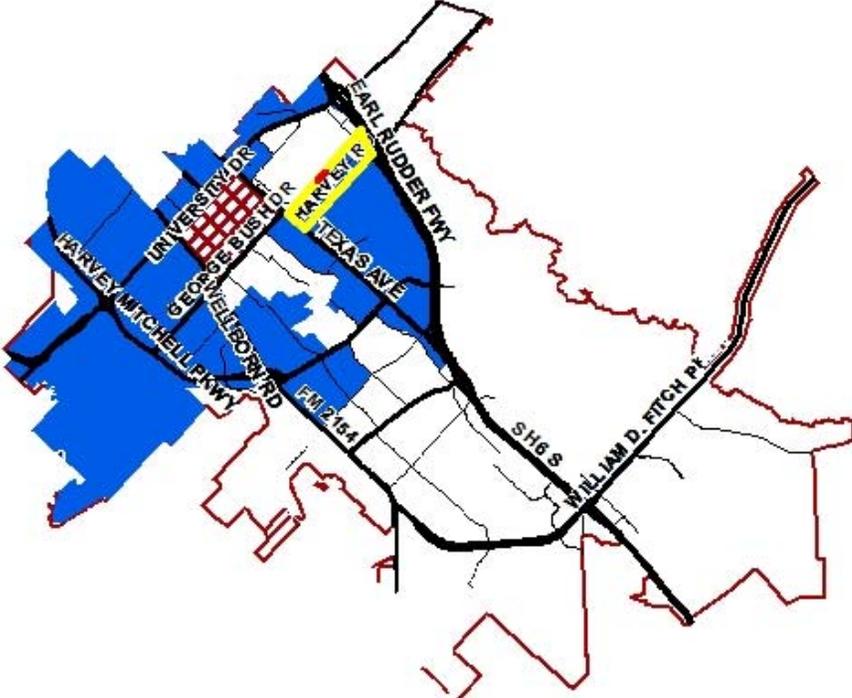
1. Contract No. 15300435 (On file with the City Secretary)
2. Bid Tabulation ITB #15-079
3. Project Location Map



City of College Station - Purchasing Division
Bid Tabulation for #15-079
"2015 CDBG Neighborhood Sidewalk Project"
Open Date: Friday, September 11, 2015 @ 2:00 p.m.

Item No.	Description	Unit	Quantity	VOX Construction, LLC		Classic Irrigation & Landscape		Palomares Construction, Inc.		Dudley Construction, Ltd		SJ&J Construction, LLC	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Mobilization	EA	1	\$5,500.00	\$5,500.00	\$7,000.00	\$7,000.00	\$7,800.00	\$7,800.00	\$12,750.00	\$12,750.00	\$10,000.00	\$10,000.00
2	Traffic Control	EA	1	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00
3	Stormwater Pollution Prevention Plan	EA	1	\$756.00	\$756.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00
4	Remove Existing Concrete (curb & gutter)	LF	25	\$7.02	\$175.50	\$50.00	\$1,250.00	\$10.00	\$250.00	\$19.65	\$491.25	\$12.00	\$300.00
5	Remove Existing Concrete (all flatwork)	SF	876	\$5.40	\$4,730.40	\$2.25	\$1,971.00	\$4.00	\$3,504.00	\$4.00	\$3,504.00	\$5.00	\$4,380.00
6	ST 1-01 Concrete Curb and Gutter	LF	25	\$11.88	\$297.00	\$50.00	\$1,250.00	\$20.00	\$500.00	\$32.00	\$800.00	\$12.00	\$300.00
7	Concrete Sidewalk	SF	6487	\$3.75	\$24,326.25	\$5.50	\$35,678.50	\$5.75	\$37,300.25	\$7.25	\$47,030.75	\$7.50	\$48,652.50
8	Concrete Pavement (5" driveway w/monolithic curb)	SF	737	\$4.20	\$3,095.40	\$8.00	\$5,896.00	\$8.00	\$5,896.00	\$11.00	\$8,107.00	\$10.00	\$7,370.00
9	Ambulatory Ramp (all types)	EA	10	\$410.40	\$4,104.00	\$1,200.00	\$12,000.00	\$950.00	\$9,500.00	\$825.00	\$8,250.00	\$2,800.00	\$28,000.00
11	Dowel to existing sidewalk or driveway	EA	6	\$81.00	\$486.00	\$500.00	\$3,000.00	\$75.00	\$450.00	\$97.00	\$582.00	\$400.00	\$2,400.00
12	Saw cut existing concrete	LF	10	\$4.05	\$40.50	\$3.00	\$30.00	\$30.00	\$300.00	\$60.00	\$600.00	\$12.00	\$120.00
13	Sidewalk drain	EA	1	\$691.20	\$691.20	\$500.00	\$500.00	\$1,850.00	\$1,850.00	\$1,030.00	\$1,030.00	\$1,000.00	\$1,000.00
14	TxDOT Type F2 Curb (H=24") w/masonry fascia	LF	60	\$162.00	\$9,720.00	\$75.00	\$4,500.00	\$125.00	\$7,500.00	\$60.00	\$3,600.00	\$100.00	\$6,000.00
15	TxDOT Type F3 Curb (H=60") w/masonry fascia	LF	12	\$162.00	\$1,944.00	\$200.00	\$2,400.00	\$125.00	\$1,500.00	\$190.00	\$2,280.00	\$400.00	\$4,800.00
16	SW 1-01 Pedestrian Guardrail	LF	72	\$75.60	\$5,443.20	\$50.00	\$3,600.00	\$95.00	\$6,840.00	\$155.00	\$11,160.00	\$120.00	\$8,640.00
23	Adjust manhole lid	EA	1	\$129.60	\$129.60	\$100.00	\$100.00	\$150.00	\$150.00	\$450.00	\$450.00	\$400.00	\$400.00
24	Adjust water valve box	EA	2	\$54.00	\$108.00	\$100.00	\$200.00	\$125.00	\$250.00	\$250.00	\$500.00	\$400.00	\$800.00
26	Adjust water meter box	EA	1	\$81.00	\$81.00	\$100.00	\$100.00	\$125.00	\$125.00	\$2,200.00	\$2,200.00	\$400.00	\$400.00
27	Match & reconnect wooden walkways	EA	4	\$135.00	\$540.00	\$100.00	\$400.00	\$400.00	\$1,600.00	\$500.00	\$2,000.00	\$1,000.00	\$4,000.00
28	Remove stumps and/or trees	EA	1	\$270.00	\$270.00	\$400.00	\$400.00	\$50.00	\$50.00	\$750.00	\$750.00	\$300.00	\$300.00
29	Relocate signs/obstructions	EA	5	\$135.00	\$675.00	\$100.00	\$500.00	\$50.00	\$250.00	\$200.00	\$1,000.00	\$300.00	\$1,500.00
30	1" PVC Electrical Conduit (30" deep, structural backfill)	LF	50	\$11.88	\$594.00	\$2.00	\$100.00	\$8.00	\$400.00	\$12.00	\$600.00	\$10.00	\$500.00
31	Bermuda Grass Sod	SY	430	\$4.10	\$1,763.00	\$3.50	\$1,505.00	\$14.58	\$6,269.40	\$5.00	\$2,150.00	\$9.00	\$3,870.00
Grand Total				\$66,670.05		\$84,880.50		\$94,784.65		\$115,335.00		\$141,732.50	
Bid Certification				Y		Y		Y		Y		Y	
Bid Bond				Y		Y		Y		Y		Y	
ARRA Certification				Y		N		Y		Y		N	
Section 3				Y		N		N		Y		N	

Dominik Drive West Sidewalk Improvements - #3 Stallings to Munson



Legend

- 2000 Low Income Block Groups
- TAMU Property
- City Limit
- Non Low/Mod Areas
- Service Area





Legislation Details (With Text)

File #: 15-0604 **Version:** 1 **Name:** Aspen Heights Rezoning Ordinance Amendment

Type: Ordinance **Status:** Consent Agenda

File created: 10/7/2015 **In control:** City Council Regular

On agenda: 10/22/2015 **Final action:**

Title: Presentation, possible action, and discussion regarding an ordinance of the City Council of the City of College Station, Texas, amending Ordinance No. 2015-3693, replacing Part 4 to change the condition related to the effective date of the rezoning from November 30, 2015 to February 15, 2016, and providing an effective date.

Sponsors: Jason Schubert

Indexes:

Code sections:

Attachments: [Applicant Request Letter](#)
[Ordinance](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an ordinance of the City Council of the City of College Station, Texas, amending Ordinance No. 2015-3693, replacing Part 4 to change the condition related to the effective date of the rezoning from November 30, 2015 to February 15, 2016, and providing an effective date.

Relationship to Strategic Goals: Diverse Growing Economy

Recommendation: Staff recommends approval of the proposed ordinance amendment.

Summary: At the August 27, 2015 Council meeting, a rezoning was approved along Holleman Drive South that rezoned 28.5 acres from R Rural and GS General Suburban to PDD Planned Development District for a multi-family development by Aspen Heights. The applicant requested a provision be included in which the ordinance would only become effective upon the sale of the property from the current owner with the deed recorded at the courthouse on or before November 30, 2015.

The effective provision was made so that if the anticipated closing did not occur, the original zoning would remain and the current owner would not be limited to a PDD Planned Development District unique to that potential buyer. Since the Council meeting, Aspen Heights has further evaluated the timing and phasing of the development and has submitted a letter requesting the date of the effective provision be extended from November 30, 2015 to February 15, 2016. The proposed ordinance only amends the date of the effective provision and does not revise any other aspect of the rezoning that was approved.

Budget & Financial Summary: N/A

Attachment:

1. Applicant Request Letter
2. Ordinance



David Mills
Aspen Heights
1301 S Capital of Texas Highway
Suite B201
Austin, TX 78746

September 10, 2015

Mr. Jason Schubert
Principal Planner
Planning & Development Services
City of College Station

Re: Zoning provision of approximately 28.5 acre tract

Via Email

Dear Mr. Schubert:

This letter is in reference to the zoning provision adopted on August 27th, 2015, regarding the approximately 28.5 acre tract of land generally located along Holleman Drive South across from Saddle Lane and the Quail Run subdivision. Aspen Heights respectfully requests the date of the effective provision changing the zoning district boundary of the subject property to PDD be extended to February 15th, 2016.

Your consideration is greatly appreciated.

Sincerely,

David Mills
Development Associate

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING ORDINANCE NO. 2015-3693, REPLACING PART 4 TO CHANGE THE CONDITION RELATED TO THE EFFECTIVE DATE OF THE REZONING FROM NOVEMBER 30, 2015 TO FEBRUARY 15, 2016, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of College Station approved Ordinance No. 2015-3693 on August 27, 2015; now, therefore

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

PART 1: That Part 4 on the cover page of Ordinance No. 2015-3693, passed on August 27, 2015, is hereby removed and replaced with:

“Said Ordinance will not become effective unless a deed executed for purchase of the property is recorded in the Official Records of Brazos County, Texas on or before February 15, 2016.”

PART 2: That this ordinance shall take effect immediately from and after its date of final passage.

PASSED, ADOPTED and APPROVED this 22nd day of October, 2015.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #:	15-0606	Version:	1	Name:	Investment Policy and Strategy FY16
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	10/7/2015	In control:		In control:	City Council Regular
On agenda:	10/22/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on a resolution stating that the City Council has reviewed and approved the City's Investment Policy, Broker-Dealer List and Investment Strategy.				
Sponsors:	Jeff Kersten				
Indexes:					
Code sections:					
Attachments:	Investment Policy 2016.pdf Resolution - Investment Policy FY16.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a resolution stating that the City Council has reviewed and approved the City's Investment Policy, Broker-Dealer List and Investment Strategy.

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

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

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

The City's investment policy has been reviewed and certified by the Government Treasurers Organization of Texas (GTOT). The requirement for training hours for the investment officers was changed in the most recent legislative session from 10 hours to 8 hours once every 2 years. The investment policy has been revised to reflect that change.

Staff proposes no changes to the existing investment strategy.

An annual review of the City's authorized broker/dealers was performed. Two broker/dealers (Deutsche Bank and Empire Securities) are being removed from the list approved last year.

The proposed list for the City to business with are:

- o Coastal Securities, Inc.
- o Vining Sparks
- o First Southwest Securities
- o American Momentum (CD's only)

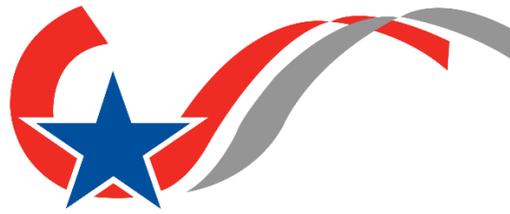
As part of the City's Investment Policy, Council is to review, approve and adopt any modifications to the list.

Budget & Financial Summary: None

Reviewed and Approved by Legal: Yes

Attachments:

1. Investment Policy and Strategy
2. Resolution



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

Investment Strategy and Policy

2016

Approved by Council

October XX, 2015

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INVESTMENT STRATEGY

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

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

CITY OF COLLEGE STATION

INVESTMENT POLICY

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

I. POLICY

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

II. SCOPE

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

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

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

III. INVESTMENT OBJECTIVES

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

Safety

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

Liquidity

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

Yield

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

IV. RESPONSIBILITY AND CONTROL

Delegation of Authority

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

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

Cash Flow Analysis

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

Training Requirement

In order to ensure the quality and capability of investment management, the Assistant City Manager and the Investment Officer shall:

- attend at least one training session within 12 months of assuming duties *and* containing not less than 10 hours of instruction from an independent source approved by the governing board or a designated investment committee;
- receive training which includes education in investment controls, security risks, strategy risks, market risks, *diversification of the investment portfolio*, and compliance with the PFIA; and
- attend a training session not less than once each state fiscal biennium (beginning on the first day of the fiscal year and consisting of two consecutive fiscal years after that date) and receive not less than 8 hours of training from an independent source approved by the governing board or a designated investment committee.

Internal Controls

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

Prudence

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

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

Ethics and Conflicts of Interest

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

from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City.

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

V. SUITABLE AND AUTHORIZED INVESTMENTS

Portfolio Management

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

Investments

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

- **Authorized**

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

by the City. Bond proceeds may be invested in flexible repurchase agreements with maturity dates not exceeding the expected final project expenditure if a formal bidding process is followed and properly documented for IRS purposes.

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

- **Not Authorized**

The following security types are not permitted:

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

Exemption for Existing Investments

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

Loss of Required Rating

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

VI. INVESTMENT PARAMETERS

Maximum Maturities

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

Diversification

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

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

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

VII. FINANCIAL INSTITUTIONS AND DEALERS

Depository

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

- The ability to qualify as a depository for public funds in accordance with state and local laws.
- The ability to provide requested information or financial statements for the period specified.
- The ability to meet all requirements in the banking RFA.
- Complete response to all required items on the bid form.
- Lowest net banking service cost, consistent with the ability to provide an appropriate level of service.
- The credit worthiness and financial stability of the bank.

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

Authorized Brokers/Dealers

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

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

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

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

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

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

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

Competitive Bids

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

Delivery vs. Payment

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

VIII. SAFEKEEPING OF SECURITIES

Safekeeping Agreement

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

Safekeeping and Custody

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

Collateralization

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

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

The right of collateral substitution is granted.

IX. PERFORMANCE STANDARDS

Performance Standards

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

Performance Benchmark

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

X. REPORTING

Methods

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

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

Marking to Market

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

XI. INVESTMENT POLICY ADOPTION

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

QUALIFIED BROKERS/DEALERS

Costal Securities, Inc.

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

Vining Sparks

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

First Southwest Securities

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

American Momentum (CD's only)

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

INVESTMENT POOLS

TexPool

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

TexSTAR

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

DEPOSITORY BANK

Branch Banking & Trust (BB&T)

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

GLOSSARY OF COMMON TREASURY TERMINOLOGY

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

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

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

Asked - The price at which securities are offered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Duration - A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based

on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

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

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

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

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

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

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

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

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

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

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

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

Interest Rate - See "Coupon Rate."

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

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

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

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

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

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

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

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

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

Market Value - Current market price of a security.

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

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

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

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

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

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

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

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

Portfolio – Collection of securities held by an investor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Swap - Trading one asset for another.

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

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

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

Treasury Bonds – Marketable, fixed-interest U.S. government debt securities with maturities of more than ten years and issued in minimum denominations of \$1,000. Treasury bonds make

interest payments semi-annually and the income that holders received is only taxed at the federal level.

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

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

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

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

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

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

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE CITY'S INVESTMENT POLICY, BROKER/DEALER LIST AND INVESTMENT STRATEGY FOR FISCAL YEAR 2016 AND AUTHORIZING ITS IMPLEMENTATION.

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

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

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

WHEREAS, the Investment Policy for Fiscal Year 2016 designates the Assistant City Manager or his Designee as the Investment Officer of the City and authorizes the Investment Officer to carry out the responsibilities of investing the City's funds; and

WHEREAS, the Investment Policy for Fiscal Year 2016 contains the City's Collateral Policy as required pursuant to Texas Government Code, Chapter 2257.

WHEREAS, the City Council of the City of College Station has reviewed the City's Investment Policy for Fiscal Year 2016, Broker/Dealer List for Fiscal Year 2016 and the City's Investment Strategy for Fiscal Year 2016; now, therefore,

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

PART 1: That the City Council hereby approves the City's Investment Policy, Broker/Dealer List and the Investment Strategy for Fiscal Year 2016.

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

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

ADOPTED this _____ day of _____, A.D. 2015.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney



Legislation Details (With Text)

File #: 15-0609 **Version:** 1 **Name:** FY 16 ACBV Affiliate HOT Funding Agreement
Type: Presentation **Status:** Consent Agenda
File created: 10/8/2015 **In control:** City Council Regular
On agenda: 10/22/2015 **Final action:**
Title: Presentation, possible action, and discussion on approving the FY 16 hotel tax agreement with the Arts Council of the Brazos Valley for \$386,400 to fund Affiliate funding and Annual Program and Marketing funding.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [ACBV Affiliate Funding Memo FY16.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approving the FY 16 hotel tax agreement with the Arts Council of the Brazos Valley for \$386,400 to fund Affiliate funding and Annual Program and Marketing funding.

Recommendation(s): Staff recommends approval of the Arts Council Affiliate and Annual Program and Marketing funding agreement for FY16.

Summary: As part of the 2015-2016 budget process, the City Council approved funding for the Arts Council of the Brazos Valley from the Hotel Tax Fund in the amount of \$348,400 to be used for Affiliate funding and Arts Tourism marketing and Public Art Support in the amount of \$38,000.

As part of the 2015-2016 budget process, the City Council also approved \$35,000 from the General Fund and \$96,500 from Hotel Tax Fund for operations and maintenance of the Arts Council.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2015-2016 Hotel Tax Fund Budget in the amount of \$386,400. State law requires that the City Council adopt the budget of any organization that is to be funded through Hotel Tax revenue. Arts Council budget was presented for approval with the operations and maintenance funding agreement consent agenda item.

Attachments:

1. Arts Council of the Brazos Valley Affiliate and Annual Program and Marketing Funding Agreement (Available in the City Secretary's Office)
2. Arts Council Affiliate Funding Memorandum



To: Kelly Templin, City Manager
From: Jeff Kersten, Assistant City Manager
Date: October 22, 2015
Subject: FY16 Arts Council Affiliate Funding

As part of the FY16 Budget Process, Council approved funding in the amount of \$348,400 from the Hotel Tax Fund for Arts Council of Brazos Valley (ACBV) Affiliates. These funds are distributed by the Arts Council through a process set in place by its Annual Program and Marketing Grant Selection Committee which meets during the month of August. The ACSV grant program is designed to provide its Affiliate organizations with financial support for projects that make a significant contribution toward the promotion of arts and culture in the Brazos Valley and directly enhance and promote tourism and the convention & hotel industry. For FY16 a total of 21 Affiliates submitted grant applications, requesting a total of \$568,444 in funding. These grant applications were reviewed by a Grant Review Panel that consisted of ACSV Staff, City of College Station citizens at large, Hotel & Convention industry professionals, and City of College Station staff.

Each affiliate grant application was scored by the Grant Review panel based upon the Hotel Impact, Artistic and Program Merit, Capability, Fiscal Need & Health, and Support of the Mission of the Arts Council demonstrated by the application. Upon reviewing and scoring the applications, the Grant Review Panel made funding recommendations for each application and submitted those recommendations to the Arts Council Board of Directors for approval and recommendation to the City of College Station. On October 6, 2015 the ACSV Board approved the recommendations that total the budgeted \$348,400 in approved funding from the City of College Station.

The following is a brief overview of each Affiliate and the grant amount recommended for funding through this process for FY16.

Brazos Valley African American Museum – FY16 Grant Amount \$4,525; FY15 Grant Amount \$6,000

The Brazos Valley African American Museum hosts events and exhibits that provide opportunities to learn more about African American culture and history. Funding will be used to sponsor the African American Museum appreciation banquet at the Hilton and recruitment marketing activities related to reunion groups.

Brazos Valley Chorale – FY16 Grant Amount \$9,046; FY15 Grant Amount \$8,500

The Brazos Valley Chorale hosts a series of unique choral experiences with various concerts scheduled for 2015-2016. Funding will be used for marketing to targeted audiences in Houston and across the state as well as artistic fees and program services for four concerts.

Brazos Valley Museum of Natural History – FY16 Grant Amount \$16,269; FY15 Grant Amount \$21,600

The Brazos Valley Museum of Natural History promotes natural and cultural history through the presentation of exhibits, educational programs, and preserving cultural artifact and natural specimen collections. Funding will be used to promote Boonville Days, the Annual Buffalo Stampede 5k and Half Marathon, and annual exhibitions.

Brazos Valley Stitchers – FY16 Grant Amount \$1,555; FY15 No Grant Request or Award

The Brazos Valley Stitchers host a multi-day needle arts workshop at the College Station Hilton featuring a nationally known instructor. Funding will be used to market the workshop nationwide and for instructor fees and workshop production expenses.

Brazos Valley Symphony Orchestra – FY16 Grant Amount \$39,000; FY15 Grant Amount \$38,800

The Brazos Valley Symphony Society maintains a symphony of high artistic standards and promotes the musical arts for cultural and educational purposes. The Symphony Society will host ten (10) programs and events in FY16, impacting approximately 30,000 people. Included is the 13th Annual Derby Day Fundraiser, which will be hosted at the Hilton hotel, as well as Premiere Market, support of annual concert programs, and a performance at the Noon Lions Club's Independence Day Celebration at the George Bush Presidential Library. Marketing for all programs is also included.

Brazos Valley WorldFest – FY16 Grant Amount \$20,000; FY15 Grant Amount \$19,805

Brazos Valley WorldFest is a two day festival celebrating international awareness by offering cultural displays, demonstrations, international cuisine, performances, children's crafts, educational competitions and many other activities. Anticipated attendance this year is between 12,000-15,000 total for both days. Funds will be used for acquiring performers for the event, event insurance, and targeted marketing outside of the College Station area through avenues such as TourTexas.com, the Houston Chronicle and Suddenlink media stations throughout other parts of the state.

Department of Visualization – FY16 Grant Amount \$14,150; FY15 Grant Amount \$15,000

The Visualization Lab's mission has three components: teaching, research and outreach. To better achieve the outreach component grant funds are focused on marketing and exhibitions for the Wright Gallery and production costs and marketing of annual Viz-a-Gogo event, which attracts visitors from outside of the Bryan/College Station region.

Downtown Bryan Association – FY16 Grant Amount \$7,000; FY15 Grant Amount \$7,000

The Downtown Bryan Association assumed management and associated costs of Texas Reds Festival beginning in 2014. Funding will be used for marketing and

advertising efforts of the 2016 Texas Reds festival outside a 50-mile radius of Bryan/College Station and will include the College Station brand.

Friends of Chamber Music – FY16 Grant Amount \$6,500; FY15 Grant Amount \$6,000

The Friends of Chamber Music provides free concerts and presentations of traditional and contemporary chamber music. Live performances are attended by approximately 2,400 people and many performances are rebroadcast by KAMU. Funds will be used for marketing and program support for five concerts. Funding will also provide for rack cards that will be sent to all travel information centers across the state.

George Bush Presidential Library and Museum – FY16 Grant Amount \$65,000; FY15 Grant Amount \$65,000

Funding will be used for advertising and promoting the library. Advertisements will also be placed in several media markets to target general Texas tourism as well as new visitors affiliated with SEC schools.

KAMU FM – FY16 Grant Amount \$28,500; FY15 Grant Amount \$32,000

KAMU-FM provides informative, enlightening, and cultural programming to Central Texas, North Texas, and beyond by providing news, public affairs programs and a variety of locally and nationally produced musical programs. KAMU-FM promotes local arts events and programs through its Brazos Arts segment as well as the Brazos Valley Concert Series which features concerts by various musical groups in the area. KAMU-FM reaches approximately 350,000 people within 75-mile radius, and through its partnership with KTRL-FM in Stephenville, reaches western portions of the Fort Worth area and I-35 corridor. FY2016 funding includes a new focused effort on promoting Bryan/College Station arts events and programs to the Fort Worth and I-35 corridor audiences. Programming and area advertising is also streamed online.

KEOS FM – FY16 Grant Amount \$7,500; FY15 Grant Amount \$6,950

KEOS is a listener-sponsored, commercial-free, nonprofit all volunteer community radio station for the Brazos Valley. KEOS provides musical, cultural and information programming and events that celebrates and expressed the diversity of the community. Funding will be used to promote the Lone Star Music Series concert to a tourism audience outside the Bryan/College Station area. The concert is scheduled for a high-need hotel weekend.

Mic Check – FY16 Grant Amount \$7,320; FY15 Grant Amount \$6,500

Mic Check is a charitable arts group that helps connect an active community of readers, writers, and critics of contemporary, experimental, avant-garde, and neglected poetry to the general public. Funding will be used to market and host the 2015 Texas Grand Slam Poetry Festival and 2016 Speak Up Speak Out! Texas Youth Poetry Slam, whose participants and attendees are anticipated to stay in College Station area hotels.

MSC OPAS – FY16 Grant Amount \$26,500; FY15 No Grant Request or Award

MSC OPAS focuses on bringing high-quality arts and entertainment performances to Bryan/College Station. Funding will be used to market the 2015-2016 season

statewide through avenues including Texas Highways and TourTexas.com, targeting audiences they have never been able to focus on before.

Museum of the American GI/Brazos Valley Museum Collective – FY16 Grant Amount \$27,135; FY15 Grant Amount \$15,000

The Museum of the American G.I. endeavors to preserve the memories of the American servicemen and women through a collection of historical uniforms and equipment and educational events. Funding is for FY2016 museum programming and marketing to tourism audiences. Funding for the Brazos Valley Museum collective will be used to heaving market all local museums and the museum pass to statewide audiences.

StageCenter Theatre – FY16 Grant Amount \$11,500; FY15 Grant Amount \$15,400

StageCenter enriches the cultural base of the Brazos Valley by providing professional-quality live theatre. Approximately 3,500 patrons are expected for performances in FY16, with approximately 23% visiting from outside of the College Station area. Funds will be used to produce and promote six (6) unique shows to potential patrons outside of the Brazos Valley.

Texas Independent Film Festival – FY16 Grant Amount \$7,000; FY15 Grant Amount \$8,000

This will be the sixth year of the Texas Independent Film Festival, scheduled for February 2016. This event brings the film community to Bryan/College Station area. Funding will assist with cost of event and guest speakers that will be part of the professional and/or academic film industry and marketing to tourism audiences.

The Children’s Museum – FY16 Grant Amount \$0.00; FY15 Grant Amount \$4,150

The Children’s Museum is a nonprofit children’s museum where children ages infant to 12 are encouraged to have hands-on educational and fun arts and sciences experiences. Funds will be used for marketing the museum through directional way-finding signs. Funding will be through City of Bryan HOT Funds.

Theatre Company – FY16 Grant Amount \$24,900; FY15 Grant Amount \$24,000

The Theatre Company presents high-quality musical productions that are suitable for family audiences. The organization continues to work with various hotels and the CVB to offer “stay & play” packages through their website and various other CVBs throughout Texas. Additionally, the Theatre Company recently joined the Texas Non-Profit Theatre Association and the American Association of Community Theatres in an effort to draw patrons from communities outside the Brazos Valley. Funds will be used to produce and promote the season of six (6) performances.

University Art Galleries – FY16 Grant Amount \$25,000; FY15 Grant Amount \$30,000

The University Art Galleries, consisting of MSC Forsyth and J. Wayne Stark Galleries, provides lectures, tours, cultural trips, workshops, demonstrations, hands-on art activities and other events related to the visual arts. Funding will be used solely for marketing efforts in various media resources including Texas Monthly magazine, SEC sports programs marketing, KVUE Austin television, and KHOU Houston television.



Legislation Details (With Text)

File #: 15-0614 **Version:** 1 **Name:** 2015 Property Tax Roll
Type: Presentation **Status:** Consent Agenda
File created: 10/12/2015 **In control:** City Council Regular
On agenda: 10/22/2015 **Final action:**
Title: Presentation, possible action, and discussion on approval of the 2015 Property Tax Roll in the amount of \$32,065,351.34.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [City CS Levy Letter 2015.pdf](#)
[C2 2015 Levy.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approval of the 2015 Property Tax Roll in the amount of \$32,065,351.34.

Recommendation(s): Staff recommends approval of the 2015 Property Tax Roll in the amount of \$32,065,351.34.

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

The tax roll that will be generated by the tax rate of \$0.4525 per \$100 assessed valuation is \$32,065,351.34. This tax rate was adopted by the City Council on September 21, 2015.

Budget & Financial Summary: See above

Reviewed and Approved by Legal: N/A

Attachments:

1. Letter from Tax Assessor Collector
2. 2015 Levy Totals

Kristeen Roe, CTA, PCC
Brazos County Tax Assessor/Collector
4151 County Park Ct.
Bryan, TX 77802
979-775-9930
979-775-9938 - Fax



October 9, 2015

Honorable Nancy Berry
Mayor
City of College Station

RE: Certification of 2015 Levy

Dear Mayor Berry:

Please place approval of the 2015 tax levy on the next College Station City Council agenda. Enclosed with this correspondence is the calculated 2015 levy for the City of College Station.

Approval of the Levy is the final step in the creation of the tax rolls for College Station. Please contact me if you have any questions concerning the information.

Respectfully,

Kristeen Roe

Kristeen Roe, CTA, PCC
Tax Assessor/Collector
Brazos County, Texas

2015 LEVY TOTALS

C2 - CITY OF COLL. STAT.

Property Count: 29,942

Grand Totals

10/8/2015

3:32:14PM

Land		Value			
Homesite:		969,210,178			
Non Homesite:		1,208,509,489			
Ag Market:		94,658,726			
Timber Market:		0		Total Land	(+) 2,272,378,393
Improvement		Value			
Homesite:		2,997,313,526			
Non Homesite:		2,710,414,538		Total Improvements	(+) 5,707,728,064
Non Real		Count	Value		
Personal Property:	3,081	497,181,640			
Mineral Property:	1,428	2,714,521			
Autos:	0	0		Total Non Real	(+) 499,896,161
				Market Value	= 8,480,002,618
Ag	Non Exempt	Exempt			
Total Productivity Market:	94,658,726	0			
Ag Use:	761,678	0		Productivity Loss	(-) 93,897,048
Timber Use:	0	0		Appraised Value	= 8,386,105,570
Productivity Loss:	93,897,048	0		Homestead Cap	(-) 6,005,168
				Assessed Value	= 8,380,100,402
				Total Exemptions Amount	(-) 1,213,955,387
				(Breakdown on Next Page)	
				Net Taxable	= 7,166,145,015

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	15,148,500	14,365,350	57,008.93	58,330.99	81		
DPS	295,770	295,770	1,251.50	1,251.50	2		
OV65	640,026,678	551,486,032	2,140,456.83	2,170,416.31	2,647		
Total	655,470,948	566,147,152	2,198,717.26	2,229,998.80	2,730	Freeze Taxable	(-) 566,147,152
Tax Rate	0.452500						
						Freeze Adjusted Taxable	= 6,599,997,863

Levy Info			
M&O Rate:	0.259448	M&O Tax:	18,384,231.20
I&S Rate:	0.193052	I&S Tax:	13,679,478.33
Protected I&S Rate:	0.000000	Protected I&S Tax:	0.00
		Ag Penalty:	1,641.81
		PP Late Penalty:	0.00
		Total Levy	32,065,351.34
Tax Increment Finance Value:	0		
Tax Increment Finance Levy:	0.00		

2015 LEVY TOTALS

C2 - CITY OF COLL. STAT.

Property Count: 29,942

Grand Totals

10/8/2015

3:32:15PM

Exemption Breakdown

Exemption	Count	Local	State	Total
AB	2	10,042,880	0	10,042,880
CHODO (Partial)	9	8,950,777	0	8,950,777
DP	86	0	0	0
DPS	2	0	0	0
DV1	96	0	858,000	858,000
DV1S	6	0	20,000	20,000
DV2	57	0	580,500	580,500
DV3	60	0	632,000	632,000
DV3S	1	0	10,000	10,000
DV4	108	0	636,000	636,000
DV4S	24	0	268,990	268,990
DVHS	70	0	15,094,435	15,094,435
DVHSS	6	0	1,155,991	1,155,991
EX	4	0	1,001,795	1,001,795
EX-XG	1	0	137,040	137,040
EX-XI	1	0	11,500	11,500
EX-XL	2	0	241,050	241,050
EX-XN	10	0	978,620	978,620
EX-XR	1	0	6,990	6,990
EX-XU	7	0	22,654,700	22,654,700
EX-XV	557	0	1,046,748,926	1,046,748,926
EX-XV (Prorated)	8	0	5,499,022	5,499,022
EX366	1,469	0	161,630	161,630
FR	4	12,682,228	0	12,682,228
MASSS	3	0	557,000	557,000
OV65	2,881	84,695,313	0	84,695,313
OV65S	11	330,000	0	330,000
Totals		116,701,198	1,097,254,189	1,213,955,387



Legislation Details (With Text)

File #: 15-0600 **Version:** 1 **Name:** UDO & Comprehensive Plan Annual Review

Type: Comprehensive Plan **Status:** Agenda Ready

File created: 10/6/2015 **In control:** City Council Regular

On agenda: 10/22/2015 **Final action:**

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

Sponsors: Jennifer Prochazka

Indexes:

Code sections:

Attachments: [Annual Review- Interactive Version](#)
[Annual Review - Print Version](#)

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

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

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Core Services and Infrastructure
- Neighborhood Integrity
- Diverse Growing Economy
- Improving Mobility
- Sustainable City

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

Summary: Both the Unified Development Ordinance (UDO) and the Comprehensive Plan call for an Annual Review of the Plan, which was adopted by the City Council in May 2009. The Review is organized by project type and assesses significant actions and accomplishments during the past year that further implementation of the Plan.

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

The last Annual Review was considered by City Council in October 2013. In 2014, the

Comprehensive Plan Five-Year Evaluation & Appraisal Report was presented in lieu of the Annual Review.

Budget & Financial Summary: N/A

Attachments:

2015 Annual Review of the Comprehensive Plan and Unified Development Ordinance (both print and interactive versions)



The
**Comprehensive Plan &
Unified Development Ordinance**

A Review of 2015
.....

CONTENTS:

Evaluation & Appraisal Report
Neighborhood, District & Corridor Plans
Master Plans
Projects in Progress
Unified Development Ordinance
2016 Priorities
Vision Statement

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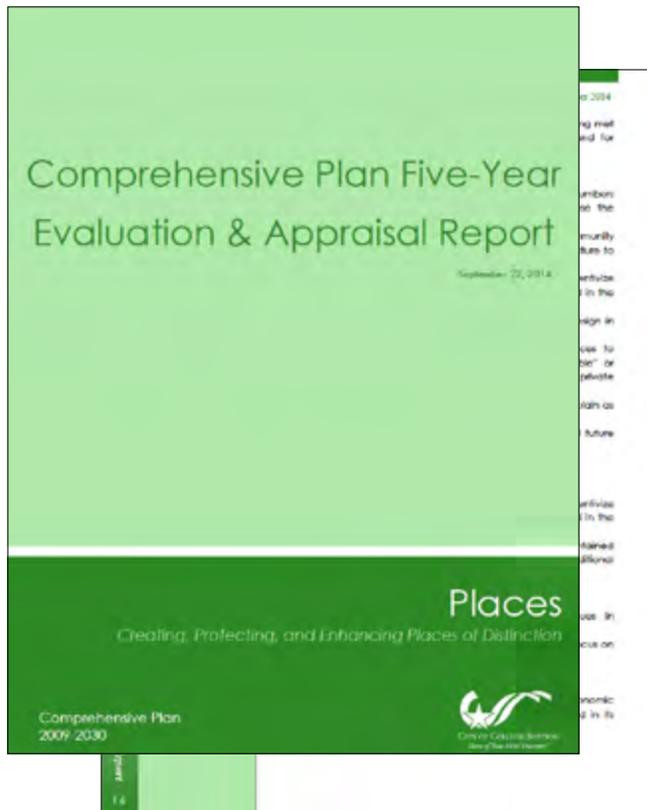
Comprehensive Plan

Evaluation & Appraisal Report

Five-Year Comprehensive Plan Evaluation & Appraisal Report

September 2014

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Progress in FY2015:

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- Thoroughfare plan update underway
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- City land use inventory initiated
- Population projection review initiated

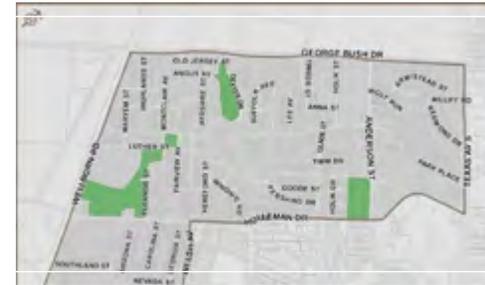
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Neighborhood, District & Corridor Plans

Goals of the Comprehensive Plan

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

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



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Adopted June 2010*

Progress in FY2015:

- Final year of plan implementation
- New sidewalk along Normand Drive (Rock Prairie Road to Ponderosa Drive)
- Pro-active zoning map amendments initiated

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* Received the Long Range Planning Award from CTxAPA in 2010

Eastgate Neighborhood

Adopted June 2011

Progress in FY2015:

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- All-way stop at Walton Drive and Francis Drive based on warrant study
- Tarrow Street sidewalk project complete
- Eisenhower Street extension under construction
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- Sidewalk design complete for Dominik Drive (Stallings Drive to Munson Avenue)

Southside Area Neighborhood

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Progress in FY2015:

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- Holleman bike lane re-stripped
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Adopted April 2013

Progress in FY2015:

- Initiated Wellborn zoning districts
- Street overlays complete
- Sanitation transitioned to City service
- Sewer line complete
- Additional annexation of 200+ acres
- Royder Road and Greens Prairie Road improvements funded
- Fire Station No. 7 design funded



South Knoll Area Neighborhood Plan

Adopted September 2013

Progress in FY2015:

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Comprehensive Plan

Neighborhood, District & Corridor Plans



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

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



Comprehensive Plan

Bicycle, Pedestrian and Greenways Master Plan



Bicycle, Pedestrian and Greenways Master Plan

Adopted January 2010*

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acres of city-owned greenways

167

miles of CS sidewalks

44+

miles of CS bike lanes

12+

miles of CS trails

Master Plan Goals

Improve connectivity and accessibility

Increase safety

Increase bicycling and walking outdoors

Encourage environmental stewardship



Comprehensive Plan

Water/Wastewater Master Plans



Water System Master Plan

Adopted August 2010*

Progress in FY2015:

- Area 2 (Greens Prairie / Arrington Road) water line extension under construction
- Phased expansion of water supply resources and production capacity
- Cooling tower expansion under construction
- Sandy Point Pump Station chemical feed & storage system under construction
- Groundwater Projection Well #9 and collection line in design

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* Water System Master Plan will be updated by end of fall 2015



Wastewater System Master Plan

Adopted June 2011*

Progress in FY2015:

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- Eastside sewer service extension in design
- Carters Creek WWTP centrifuge and electrical improvements in design
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Joint Rehabilitation Projects

Older neighborhoods, redevelopment areas

Progress in FY2015:

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- Munson utility and street rehabilitation project in design
- First phase of the Francis utility and street rehabilitation project in design
- Eisenhower and Nimitz utility and street rehabilitation projects in design
- Graham Road utility and street rehabilitation project under construction

Comprehensive Plan

Parks and Recreation Master Plan



Parks and Recreation Master Plan

Adopted July 2011

Progress in FY2015:

- Added two synthetic multi-purpose athletic fields at Veterans Park and Athletic Complex
- Hosted about 20,000 athletes and visitors for TAAF Games of Texas
- Added two city parks and 35 acres of park property
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- Completed the master plan for expansion of Veterans Park and Athletic Complex fields and facilities
- Hosted a groundbreaking for the new "Fun for All Playground" at Central Park
- Hosted large-scale public events including Trick-or-Treat at Werewolf Creek, Christmas at the Creek, and Starlight Concert Series

Comprehensive Plan

Economic Development Master Plan



Economic Development Master Plan

Adopted September 2013

Progress in FY2015:

- Reinstated the Economic Development department with a director position, [website](#) and funding for FY16.
- Medical District Master Plan implementation efforts:
 - > Established a synthetic TIRZ for the East Side
 - > Established a Municipal Management District for the East Side
 - > Executed an Infrastructure & ED agreement for the majority of property on east side that will provide sanitary sewer and major thoroughfares.
 - > Initiated design of Lakeway Drive to provide a connection parallel to Highway 6 between the St. Joseph's and Scott & White medical facilities.
- Initiated expansion of Veterans Park and Athletic Complex, a destination venue for sports tourism.
- Initiated redevelopment efforts along University Drive to maximize property value.
- Explored other successful economic development programs and recruitment efforts in Auburn, Alabama.
- Began discussions with Texas A&M University, Texas A&M Engineering Experiment Station, and Texas A&M AgriLife Extension Service on partnership opportunities in commercialization and recruitment efforts.
- Began exploring opportunities in the public and private sector to establish shovel-ready development sites.

Unified Development Ordinance

Amendments in Fiscal Year 2015



Single-Family Parking Amendment

Ordinance #2015-3699, adopted September 21, 2015

Added options to address parking during design of single-family subdivisions.



Non-Residential Architectural Standards

Ordinance #2015-3663, adopted May 28, 2015

Revised NRA Standards and added an alternative compliance option.



Northgate High-Density Dwelling Units

Ordinance #2015-3655, adopted April 23, 2015

Allows up to five or six individuals to reside together in a single unit in Northgate.



Wellborn Commercial Signs

Ordinance #2015-3643, adopted March 12, 2015

Allows attached signs for non-conforming commercial development in Wellborn.



Municipal Utility Districts & ETJ Lot Size

Ordinance #2015-3640, adopted February 26, 2015

Created Municipal Utility Districts (MUD) petition review bodies and permitted minimum lot size waivers in MUDs within the city's extraterritorial jurisdiction.



New Multi-Family & Mixed-Use Zoning Districts

Ordinance #2014-3624, adopted December 18, 2014

Created MF and MU districts and retired R-4 and R-6 districts.

Comprehensive Plan

2016 Priorities



Harvey Mitchell District Plan

Implementation of the Five-Year Comprehensive Plan Report by initiating a district plan in the area south of Harvey Mitchell Parkway, between Earl Rudder Freeway and Texas Avenue.



Land Use Inventory & Housing Needs

Maintain an up-to-date log of land utilization and availability and evaluate whether or not the City's housing needs are being met into the future.



Future Land Use & Character Map Amendments

Evaluate potential land use changes to address anticipated population growth.



Multi-family Parkland Dedication

Potential alternative method to determine parkland dedication requirements for multi-family projects.



Annexation Task Force & Growth Management & Capacity amendments

Amendments to the Growth Management & Capacity chapter of the Comprehensive Plan based on recommendations by the Annexation Task Force.



Single-Family Overlay Ordinance Amendment

More flexible single-family preservation options will be proposed as additions to existing tools.



Wellborn Zoning Districts

New zoning districts will be created to align with the goals and direction established in the Wellborn Community Plan.



Walton Drive Commercial Overlay

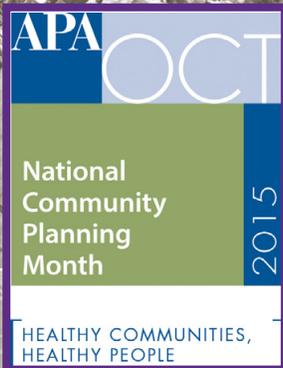
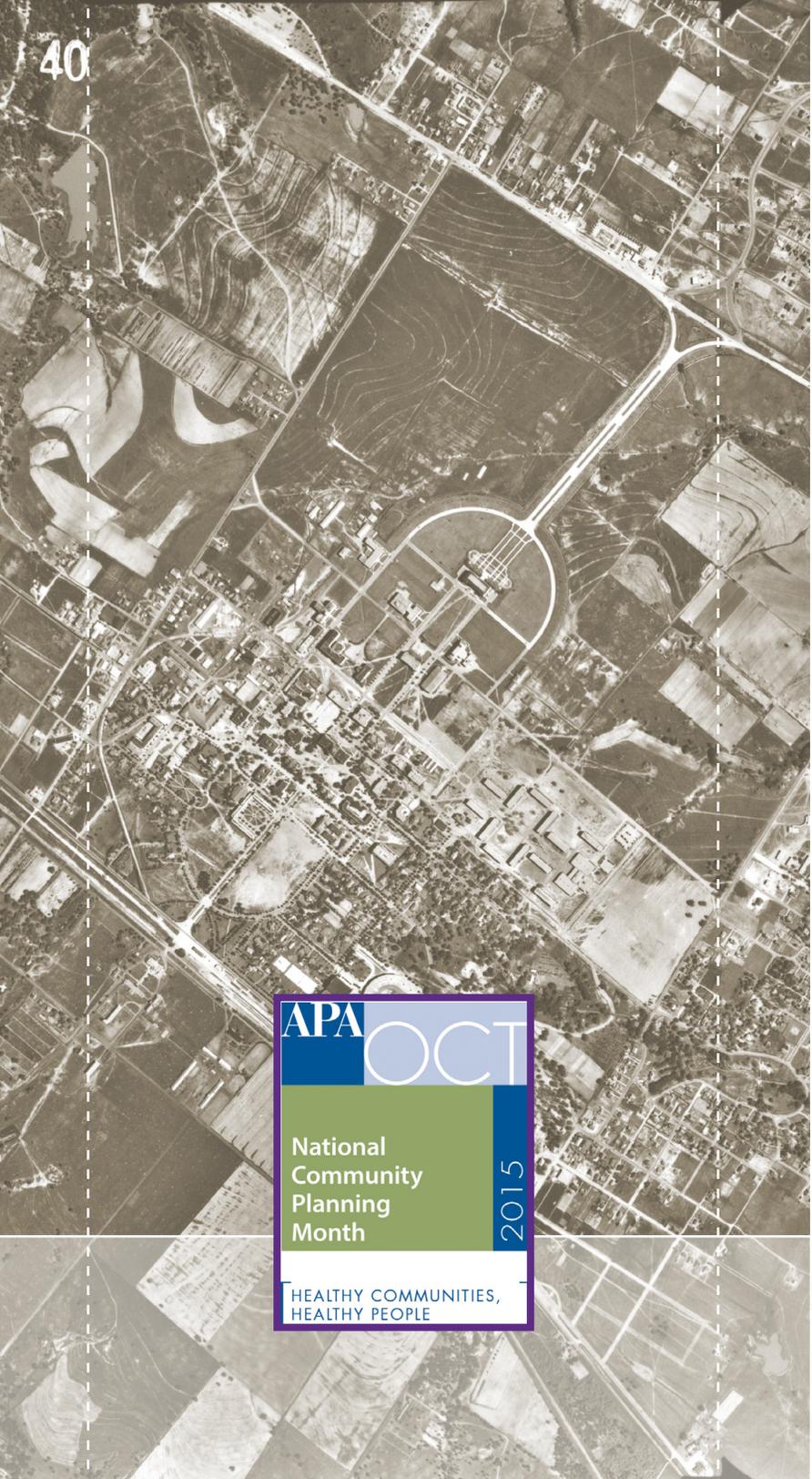
Creation of a zoning overlay to address parking and other non-conformities for the commercial area at Walton Drive and Texas Avenue to increase the viability of the area while maintaining the character, as recommended in the Eastgate Plan.

College Station, the proud home of Texas A&M University and the heart of the Research Valley, will remain a vibrant, forward-thinking, knowledge-based community which promotes the highest quality of life for its citizens by:

- Ensuring safe, tranquil, clean, and healthy neighborhoods with enduring character;
- Increasing and maintaining the mobility of College Station citizens through a well planned and constructed inter-modal transportation system;
- Expecting sensitive development and management of the built and natural environment;
- Supporting well planned, quality, and sustainable growth;
- Valuing and protecting our cultural and historical community resources;
- Developing and maintaining quality cost-effective community facilities, infrastructure and services which ensure our City is cohesive and well connected; and,
- Pro-actively creating and maintaining economic and educational opportunities for all citizens.

College Station will continue to be among the friendliest and most responsive of communities and a demonstrated partner in maintaining and enhancing all that is good and celebrated in the Brazos Valley. It will continue to be a place where Texas and the world come to learn, live, and conduct business!





The Comprehensive Plan & Unified Development Ordinance

A Review of 2015

CONTENTS:

Evaluation & Appraisal Report	2		
Neighborhood, District & Corridor Plans	3	4	5
Master Plans	6	7	8
Projects in Progress	10		
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Comprehensive Plan

Evaluation & Appraisal Report

WEB

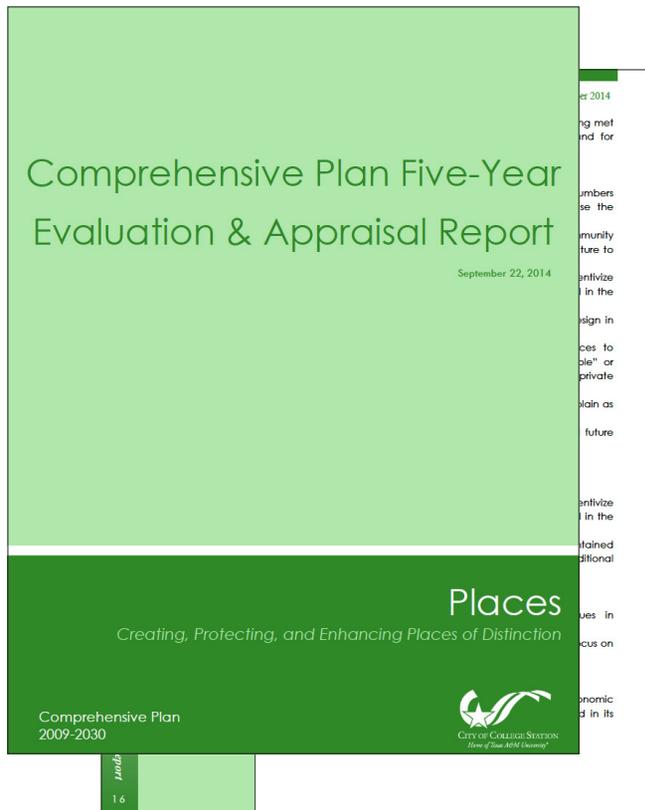
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Comprehensive Plan

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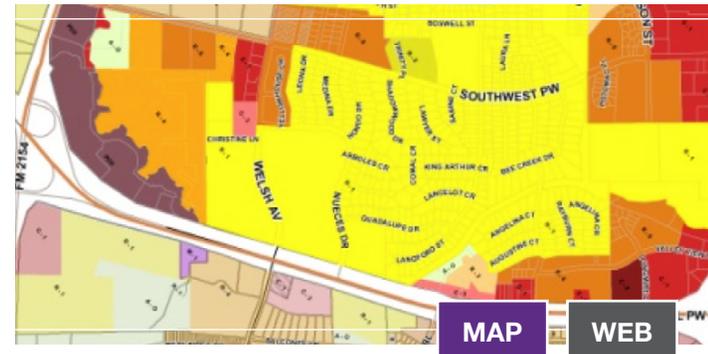


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MAP

WEB

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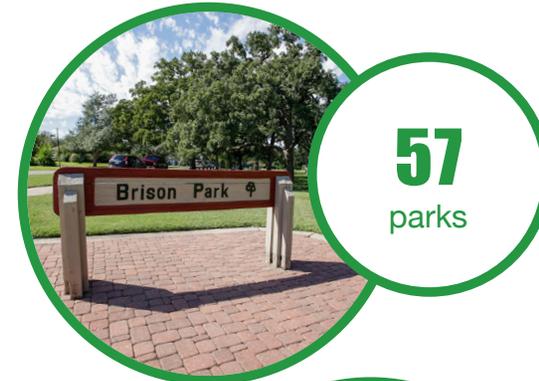


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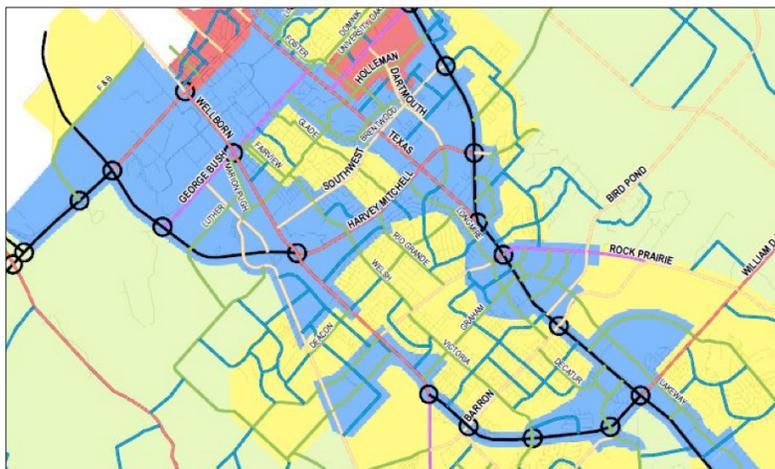
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Comprehensive Plan Projects in Progress

WEB



Thoroughfare Plan Update

Anticipated completion – November 2015

Project Scope:

- Update thoroughfares to respond to existing conditions
- Update street cross-sections
- Simplify thoroughfare classifications and context class
- Develop context sensitive design process

Stormwater Master Plan

WEB

Initiated 2011

Progress in FY2015:

- Engineering firm retained to focus on drainage capacity/flood control projects on the public storm sewer systems and open channels.
- Contract with USGS for two stream gauges to collect field measured stream data

TMDL Implementation Plan

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

Progress in FY2015:

- I-Plan update with the Year 3 updates included
- MS4 permit renewed and current
- Sanitary Sewer Overflow (SSO) initiative is active and being maintained
- Outreach efforts including: PSAs, newsletters, and brazoscleanwater.org information
- Monitoring is occurring and levels look good



Unified Development Ordinance

Amendments in Fiscal Year 2015

WEB

WEB



Single-Family Parking Amendment

[Ordinance #2015-3699, adopted September 21, 2015](#)

Added options to address parking during design of single-family subdivisions.



Non-Residential Architectural Standards

[Ordinance #2015-3663, adopted May 28, 2015](#)

Revised NRA Standards and added an alternative compliance option.



Northgate High-Density Dwelling Units

[Ordinance #2015-3655, adopted April 23, 2015](#)

Allows up to five or six individuals to reside together in a single unit in Northgate.



Wellborn Commercial Signs

[Ordinance #2015-3643, adopted March 12, 2015](#)

Allows attached signs for non-conforming commercial development in Wellborn.



Municipal Utility Districts & ETJ Lot Size

[Ordinance #2015-3640, adopted February 26, 2015](#)

Created Municipal Utility Districts (MUD) petition review bodies and permitted minimum lot size waivers in MUDs within the city's extraterritorial jurisdiction.



New Multi-Family & Mixed-Use Zoning Districts

[Ordinance #2014-3624, adopted December 18, 2014](#)

Created MF and MU districts and retired R-4 and R-6 districts.



Comprehensive Plan 2016 Priorities

WEB



Harvey Mitchell District Plan

Implementation of the Five-Year Comprehensive Plan Report by initiating a district plan in the area south of Harvey Mitchell Parkway, between Earl Rudder Freeway and Texas Avenue.



Land Use Inventory & Housing Needs

Maintain an up-to-date log of land utilization and availability and evaluate whether or not the City's housing needs are being met into the future.



Future Land Use & Character Map Amendments

Evaluate potential land use changes to address anticipated population growth.



Multi-family Parkland Dedication

Potential alternative method to determine parkland dedication requirements for multi-family projects.



Annexation Task Force & Growth Management & Capacity amendments

Amendments to the Growth Management & Capacity chapter of the Comprehensive Plan based on recommendations by the Annexation Task Force.

WEB



Single-Family Overlay Ordinance Amendment

More flexible single-family preservation options will be proposed as additions to existing tools.



Wellborn Zoning Districts

New zoning districts will be created to align with the goals and direction established in the Wellborn Community Plan.

WEB



Walton Drive Commercial Overlay

Creation of a zoning overlay to address parking and other non-conformities for the commercial area at Walton Drive and Texas Avenue to increase the viability of the area while maintaining the character, as recommended in the Eastgate Plan.



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!





Legislation Details (With Text)

File #:	15-0608	Version:	1	Name:	City's Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan.
Type:	Ordinance	Status:		Status:	Agenda Ready
File created:	10/8/2015	In control:		In control:	City Council Regular
On agenda:	10/22/2015	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding adoption of the City's Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan.				
Sponsors:	Venessa Garza				
Indexes:					
Code sections:					
Attachments:	Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding adoption of the City's Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure
- Neighborhood Integrity
- Improving Mobility

Recommendation(s): Staff recommends adoption of the Plan.

Summary:

The ADA Self-Evaluation and Transition Plan outlines how the City of College Station will work to improve accessibility by fulfilling the requirements of the ADA. The document provides recommendations based on a self-evaluation and presents a Transition Plan for the removal of barriers in and along facilities (buildings and public right-of-way) to improve accessibility in services, programs, and activities offered to the public.

Over the past year, the City has worked with Kimley-Horn and Accessology to develop the first phase of the ADA Self Evaluation and Transition Plan. Public outreach included a focus group meeting with area organizations that serve people with disabilities and two public meetings on May 5, 2015 and September 28, 2015 to receive input on the plan and areas around town in need of improvement. Staff provided a draft copy of the Plan online for public comment as well.

Budget & Financial Summary:

The first phase of the Plan has identified \$3.35 million in needed improvements. This included the evaluation of three buildings, two parks, twenty signalized intersections, and three miles of sidewalks.

Attachments:

1. The ADA Self-Evaluation and Transition Plan is on file at the City Secretary's Office and on the City's website at www.cstx.gov/ada <<http://www.cstx.gov/ada>>.
2. Ordinance

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE AMERICANS WITH DISABILITIES ACT SELF-EVALUATION AND TRANSITION PLAN OF THE CITY OF COLLEGE STATION, TEXAS, PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

PART 1: That the "Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan" be adopted as set out in Exhibit "A" attached hereto.

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 this ordinance shall take effect immediately from and after its passage.

PASSED, ADOPTED and APPROVED this 22nd day of October, 2015.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney

EXHIBIT "A"

Americans with Disabilities (ADA) Self-Evaluation and Transition Plan



Legislation Details (With Text)

File #: 15-0618 **Version:** 1 **Name:** Appointment to Brazos Transit District Board
Type: Appointment **Status:** Agenda Ready
File created: 10/14/2015 **In control:** City Council Regular
On agenda: 10/22/2015 **Final action:**
Title: Presentation, possible action, and discussion regarding appointments to the Brazos Transit District Board.
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments: [101415 District, The Board Member Solicitation.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding appointments to the Brazos Transit District Board.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: Mr. Roy Kelly represents the region comprising the cities of Bryan, College Station and Brazos County on the Board of Directors of Transit District (The District). In September, Mr. Roy Kelly announced he will be resigning from the Board of Directors. The District sent a letter that provides the Council the opportunity to nominate an elected official from the City of College Station who will serving on The District Board. The term would be two four year terms. The Board meets quarterly, generally in Bryan although on occasion they elect to have their meeting in one of the rural counties they serve in their 16 county region.

Budget & Financial Summary: None

Attachments:

1. BTDB Letter



The District

A Political Subdivision of the Great State of Texas

Providing Rural & Urban Public Transportation in Central & East Texas Since 1974.

October 9, 2015

RECEIVED

OCT 14 2015

ADMINISTRATIVE OFFICE

1759 N. Earl Rudder Frwy
Bryan, Texas 77803

Phone (979) 778-0607
Fax (979) 778-3606

Central Maintenance
Phone (979) 778-4498
Fax (979) 778-2042

REGIONAL OFFICES

The Woodlands
701 West Ridge
Spring, TX 77380

Phone (281) 363-0882
Fax (281) 292-0696

Honorable Nancy Berry
Mayor of College Station
City of College Station
P. O. Box 9960
College Station, Texas 77842

RE: Brazos Transit District Board Member Solicitation

Dear Mayor Berry:

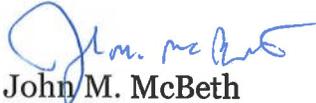
As you may know, Mr. Roy Kelly represents the region comprising the cities of Bryan, College Station and Brazos County on the Board of Directors of Brazos Transit District (The District). In September, Mr. Kelly announced he will be resigning from the Board of Directors.

My purpose in writing you is to provide you the opportunity to nominate an elected official from the City of College Station who would be interested in serving on our Board. Our process is to solicit nominations from the 2 cities and the county that make up this Region on the Board from the chief elected official of each of this Region. The nominations will be submitted to the currently sitting board which will select the next Board member to represent this Region. That person may serve two four year terms on the Board. The individual must be a currently sitting elected official. Our Board meets quarterly, generally in Bryan although on occasion we elect to have our meeting in one of the rural counties we serve in our 16 county region.

I hope you will take this opportunity to nominate an individual that has an interest in general public transit mobility in our region and that will represent the best interest of our citizens and businesses. Nominations should be submitted to me at Brazos Transit District, 1759 N. Earl Rudder Freeway, Bryan, Texas 77803. Please submit your nomination to me no later than Friday, November 6, 2015.

I look forward to hearing from you and if I can provide any additional information please do not hesitate to contact me at 979.778.0607 ext. 0 or via e-mail at john@btd.org.

Kindest regards,



John M. McBeth
President/CEO