



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, July 13, 2017

7:00 PM

City Hall Council Chambers

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

Presentation:

- Presentation of the Texas Association of Governmental Information Technology Managers (TAGITM) Technology Excellence Award to the City of College Station for the Code Enforcement Mobile Mapping Application

Hear Visitors: During this time 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 on the day of the Council meeting. Upon stepping to the podium the speaker must state their name and city of residence, including the state of residence if the city is located out of state. Each speaker's remarks are limited to three minutes. A series of timer lights will change from green to yellow and an alarm will sound after two and one-half minutes to signal thirty seconds remaining to conclude the remarks. At three minutes the timer light will change to red and the final alarm will sound. The speaker must then conclude the remarks. The City Council will listen and receive the information presented by the speaker, 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. [17-0298](#) Presentation, possible action, and discussion of minutes for:
 - June 8, 2017 Workshop
 - June 8, 2017 Regular Meeting

Sponsors:

Mashburn

Attachments: [WKSHP060817 DRAFT Minutes](#)
[RM060817 DRAFT Minutes](#)

- 2b. [17-0277](#) Presentation, possible action, and discussion regarding construction contract 17300389 with McDonald Municipal & Industrial, in the amount of \$1,126,469 for the Lick Creek Wastewater Treatment Plant Generator Addition Project.

Sponsors: Harmon

Attachments: [Project Location Map - Lick Creek WWTP Generator Replacement](#)

- 2c. [17-0278](#) Presentation, possible action, and discussion of an ordinance amending Code of Ordinances Chapter 10, "Traffic Code", Section Two "Traffic Control Devices", J "One-Way Streets and Alleyways" by making Newton Road one-way between Aberdeen Place and George Bush Drive.

Sponsors: Harmon

Attachments: [Newton One Way Exhibit A](#)
[Newton One Way Ordinance](#)

- 2d. [17-0288](#) Presentation, possible action, and discussion regarding approval of an agreement to terminate an economic development agreement between the City of College Station, Research Valley Partnership and PM Realty Group and approval of a Release of Memorandum of Economic Development Agreement regarding the same.

Sponsors: Ruiz

Attachments: [Termination Agreement Signed by Chimney Hill](#)
[Release Signed by Chimney Hill](#)

- 2e. [17-0297](#) Presentation, possible action, and discussion of an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations of Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime", to include No Parking Here To Corner on the east side of Stasney from its intersection with Cherry Street, extending south 85 feet.

Sponsors: Eller

Attachments: [Exhibit A - No Parking 400 Stasney](#)
[Stasney Parking Removal Ordinance](#)

- 2f. [17-0300](#) Presentation, possible action, and discussion regarding approval of additional expenditure of funds for Electric Reliability Council of Texas (ERCOT) fees in the amount of \$37,000.

Sponsors: Crabb

- 2g. [17-0303](#) Presentation, possible action, and discussion regarding approval of an amendment to section 4-4, "Carnivals, Circuses, Menageries, Sideshows, Concessions, and Special Events," of the Code of Ordinances to modify the definition of, and requirement for, a 'Special Event'.
- Sponsors:** Nettles
- Attachments:** [Special Events Ordinance Amendment Final](#)
- 2h. [17-0305](#) Presentation, possible action, and discussion on approving a construction contract with TF Harper, in the amount of \$339,853.30 for improvements to various City Park playgrounds.
- Sponsors:** Schmitz
- Attachments:** [Park Improvements R Proposal](#)
[Playground Proposal R Brothers](#)
[Playground Proposal R Lemontree](#)
[Swing Area Renovation R Proposal](#)
[Swing Area Renovation R Proposal](#)
[Signed Contract \(002\)](#)
[Multiple Parks - signed](#)
- 2i. [17-0306](#) Presentation, possible action, and discussion on a bid award for 15 kV circuit breakers and a 138 kV Circuit Switcher, which will be used in the upcoming Graham Road Substation Construction Project or be maintained in electrical inventory and expended as needed. To achieve economy of scale pricing on the 15 kV circuit breakers, capital and operational needs for FY18 projects were combined for this bid. The total recommended award is \$746,347 and will be awarded by line item to the lowest responsible bidder.
- Sponsors:** Crabb
- Attachments:** [Tabulation](#)
- 2j. [17-0307](#) Presentation, possible action, and discussion regarding a resolution authorizing a License Agreement with Bracol Developers, LLC for a 62 square foot encroachment into the public utility easement on Lot 23R, Block 4, Prairie View Heights Subdivision, according to the plat recorded in Volume 13331, Page 121 of the Official Records of Brazos County, Texas.
- Sponsors:** Cotter

Attachments: [Vicinity Map](#)
[Location Map](#)
[License Agreement](#)
[Resolution](#)
[exhibit a to ordinance- License Agreement](#)

- 2k. [17-0308](#) Presentation, possible action, and discussion on an Amendment to the lease agreement with Wirestar Inc. for lease of City Fiber Optic Cable Facilities.

Sponsors: Roper

Attachments: [Wirestar Amendment signed.pdf](#)

- 2l. [17-0313](#) Presentation, possible action, and discussion regarding renewing contracts for Temporary Personnel Services with Spherion Staffing LLC and Kelly Services. The estimated annual expenditure for temporary personnel services is \$340,000.

Sponsors: Pond

Attachments: [Spherion Renewal 1](#)
[Kelly Services Renewal 1](#)

- 2m. [17-0314](#) Presentation, possible action, and discussion on approving a contract for the grant of federal HOME Investment Partnership Grant Program Community Housing Development Organization Set-Aside funds with Elder-Aid, Inc. in the amount of \$220,000 for acquisition and rehabilitation of two (2) existing dwelling units located at 3400-3402 Normand to be used as affordable rental housing for income-eligible elderly households.

Sponsors: Eller

Attachments: [Attachment 1 - Contract](#)
[Attachment 2 - Location Map](#)

- 2n. [17-0315](#) Presentation, possible action, and discussion on approving a contract providing Community Development Partnership Grant (CDBG) funds to Bryan-College Station Habitat for Humanity, Inc. in the amount of \$794,000 for the acquisition, development, and infrastructure costs related to the construction of at least eight affordable single-family homes at 14015 Renee Lane.

Sponsors: Eller

Attachments: [B-CS Habitat for Humanity CDBG Funding Contract - Executed](#)
[Attachment 2 - Location Map](#)

- 2o. [17-0316](#) Presentation, possible action, and discussion on approving a contract granting Community Development Partnership Grant

(CDBG) funds to Twin City Mission in the amount of \$471,500 for the acquisition and rehabilitation costs related to the creation of four affordable rental units located at 2404 Blanco Drive.

Sponsors:

Eller

Attachments:

[Twin City Mission CDBG Funding Agreement - Executed](#)
[Attachment 2 - Location Map](#)

2p. [17-0317](#)

Presentation, possible action, and discussion on professional services contract no. 17300450 with Binkley & Barfield in the amount of \$110,598 for the professional engineering services related to the preliminary design of the FM 2154/Holleman Intersection Safety Improvements Project.

Sponsors:

Harmon

Attachments:

[Project Map](#)

2q. [17-0318](#)

Presentation, possible action, and discussion regarding Change Order No. 1 to contract 16300415 with Binkley and Barfield, Inc. for the FM 2818 Capacity Improvement Project decreasing the design contract by \$70,631.41 for a new contract total of \$500,471.09.

Sponsors:

Harmon

Attachments:

[Change Order 1 - Signed](#)
[Project Location Map](#)

2r. [17-0319](#)

Presentation, possible action, and discussion on professional services contract 17300476 with Binkley and Barfield, Inc., in the amount of \$397,190.36, for engineering and surveying services associated with the FM 2818 Capacity Improvements Project.

Sponsors:

Harmon

Attachments:

[Project Location Map](#)

2s. [17-0321](#)

Presentation, possible action, and discussion on the renewal of the annual blanket purchase orders for Type D Hot Mix Asphalt to be picked up by City Crews for the maintenance of streets to Knife River Corp- South for \$1,397,500 and Brazos Paving, Inc. for \$427,000. The total annual not to exceed expenditure is \$1,824,500.

Sponsors:

Harmon

Attachments:

[bid #16-081 tabulation](#)
[Bid 16-081 BPI Materials - Signed](#)
[Bid 16-081 Knife River - Signed](#)

2t. [17-0323](#)

Presentation, possible action, and discussion regarding approval of professional services contract no. 17300470 with Kimley-Horn and

Associates, Inc. in the amount of \$240,036, for the design and construction phase services for the Southwood Valley Trunk Line Phase I Project.

Sponsors:

Harmon

Attachments:

[2017-05-30 PLM - Southwood Valley Trunk Line - Phase 1](#)

2u. [17-0324](#)

Presentation, possible action, and discussion on professional services contract no. 17300421 with Jones & Carter, Inc. in the amount of \$266,000, for the design, bidding, and construction administration for the State Highway 6 Waterline Phase III project.

Sponsors:

Harmon

2v. [17-0325](#)

Presentation, possible action, and discussion regarding approval of an Interlocal Agreement (17300486) with Texas A&M University regarding construction and maintenance of sidewalks constructed with the University Drive Pedestrian Safety Improvements Project Phase 2.

Sponsors:

Harmon

Attachments:

[ILA Signed by TAMU](#)

Regular Agenda

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. A speaker who wishes to include computer-based information while addressing the Council must provide the electronic file to the City Secretary by noon of the Council meeting day when the presentation is planned. The Mayor will recognize individuals who wish to come forward to speak for or against the item. Upon stepping to the podium the speaker must state their name and city of residence, including the state of residence if the city is located out of state. On items related to land use and those that would directly impact the speaker's residence or neighborhood, the speaker is encouraged to identify their College Station neighborhood. Each speaker's remarks are limited to three minutes. A series of timer lights will change from green to yellow and an alarm will sound after two and one-half minutes to signal thirty seconds remaining to conclude the remarks. At three minutes the timer light will change to red and the final alarm will sound. The speaker must then conclude the 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.

1. [17-0320](#)

Presentation, possible action, and discussion regarding the rejection of the low bid from Texcon General Contractors, and the approval of contract 17300449 with Brazos Paving, Inc. for the construction and or installation of One Inch Overlay With Specialty Mix as needed for an amount not to exceed \$472,000.

Sponsors:

Harmon

Attachments:[Bid Tab 17-287](#)[Texcon Rejection Formal Response - Final](#)

2. [17-0322](#) Presentation, possible action, and discussion regarding the rejection of the bid from Texcon General Contractors, and the approval of contract 17300391 with Palasota Contracting, LLC for Southwest Parkway Drainage Improvements in an amount not to exceed \$286,088.

Sponsors:

Harmon

Attachments:[Texcon Rejection Formal Response - Final1](#)

3. [17-0335](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to RS Restricted Suburban and GS General Suburban for approximately 2.43 acres being Pebble Creek Phase 2C, Block 20 and Block 21, of the Official Records of Brazos County, Texas, located at 5101 & 5201 Pebble Creek Parkway, more generally located at the intersection of Pebble Creek Parkway & Champions Boulevard.

Sponsors:

Paz

Attachments:[Background Info](#)[SAM & Aerial](#)[Rezoning Map](#)[Ordinance](#)[Letters from Pebble Creek OA & Pebble Creek Garden HOA](#)[Emails & letters of Opposition](#)[Petition of Opposition](#)

4. [17-0336](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by amending ordinance number 2012-3404 adopted on or about April 26, 2012 which created a PDD Planned Development District by making changes to a portion of such district known as Harper's Crossing, Block 1, Lot 2 located at 2849 Barron Road by amending the uses and requirements thereof.

Sponsors:

Paz

Attachments: [Background Info](#)
 [SAM & Aerial](#)
 [Ordinance](#)

5. [17-0337](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from MF Multi-Family and GC General Commercial to MF Multi-Family and GC General Commercial for approximately 17.8 acres generally located at the northeast corner of the intersection of Turkey Creek Road and Raymond Stotzer Frontage Road.

Sponsors: Bombek

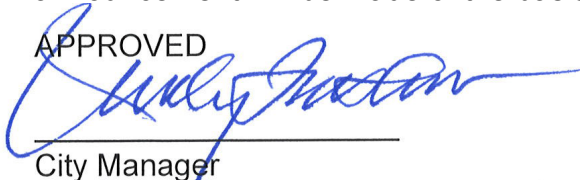
Attachments: [Background](#)
 [Aerial and Small Area Map](#)
 [Rezoning Map](#)
 [Ordinance](#)

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

7. Adjourn.

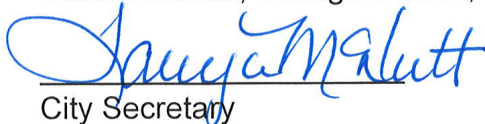
The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for Executive Session discussion. An announcement will be made of the basis for the Executive Session discussion.

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 July 7, 2017 at 5:00 p.m.



City Secretary

This building is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are asked to contact the City Secretary's Office at

(979) 764-3541, TDD at 1-800-735-2989, or email adaassistance@cstx.gov at least two business days prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least two business days prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

Penal Code § 30.07. Trespass by License Holder with an Openly Carried Handgun.

"Pursuant to Section 30.07, Penal Code (Trespass by License Holder with an Openly Carried Handgun) A Person Licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), may not enter this Property with a Handgun that is Carried Openly."

Codigo Penal § 30.07. Traspasar Portando Armas de Mano al Aire Libre con Licencia.

"Conforme a la Seccion 30.07 del codigo penal (traspasar portando armas de mano al aire libre con licencia), personas con licencia bajo del Sub-Capitulo H, Capitulo 411, Codigo de Gobierno (Ley de licencias de arma de mano), no deben entrar a esta propiedad portando arma de mano al aire libre."



Legislation Details (With Text)

File #: 17-0298 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 6/9/2017 **In control:** City Council Regular
On agenda: 7/13/2017 **Final action:**
Title: Presentation, possible action, and discussion of minutes for:
 • June 8, 2017 Workshop
 • June 8, 2017 Regular Meeting
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments: [WKSHP060817 DRAFT Minutes](#)
 [RM060817 DRAFT Minutes](#)

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

- June 8, 2017 Workshop
- June 8, 2017 Regular Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

- June 8, 2017 Workshop
- June 8, 2017 Regular Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
JUNE 8, 2017

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Blanche Brick
Jerome Rektorik
Linda Harvell
Barry Moore
Julie Schultz
James Benham

City Staff:

Kelly Templin, City Manager
Chuck Gilman, Deputy City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

Student Liaison

Tory Oxendahl, Municipal Affairs

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 Mooney at 4:35 p.m. on Thursday, June 8, 2017 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, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:40 p.m. on Thursday, June 8, 2017 in order to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:
- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
 - Charlton F. Clayton v. City of College Station; Case: 4:16-cv-03485 in the US District Court for the Southern District of Texas Houston Division.
 - McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station;

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

- City Secretary
- City Manager

The Executive Session recessed at 6:11 p.m.

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

No action was required from Executive Session.

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

No items were pulled from Consent.

5. Presentation, possible action, and discussion regarding an update on the proposed Bryan/College Station Metropolitan Planning Organization (MPO) 2050 Major Thoroughfare Concept Map and the College Station Thoroughfare Plan.

Jason Schubert, Planning and Development, reported that the Bryan/College Station Metropolitan Planning Organization (MPO) has held a series of meetings seeking public feedback regarding a draft MPO 2050 Major Thoroughfare Concept Map, which is a planning concept, and does not set roadway alignments. The Concept Map covers the entire MPO planning boundary of Brazos County and includes major thoroughfare classifications of minor arterial, major arterial, super arterial, and freeway. The Concept does not show minor collectors or major collectors which are smaller thoroughfares commonly identified on municipal thoroughfare plans. The last public meeting was held on May 15, 2017 to receive feedback on additional revisions that have been made to the initial draft Concept Map. The Concept Map was considered by the MPO Policy Board at their June 7, 2017 meeting. Once the 2050 MPO Major Thoroughfare Concept Map is adopted, staff will work to incorporate the changes proposed by the Concept Map into the College Station Thoroughfare Plan. Following the incorporation of the MPO Concept Map, it is anticipated that the 10-year update of the Comprehensive Plan will also involve land use considerations in which the City's thoroughfare plan will be further evaluated.

6. Presentation, possible action, and discussion regarding capital project funding

Jeff Kersten, Assistant City Manager, noted that the capital budget addresses growth and new and existing infrastructure need. The FY17 budget is \$108,190,988. It covers general government and utilities. Funding sources include long term debt, which is the primary source for funding capital projects. Long term debt includes general obligation bonds/certificates of obligation, property tax, and utility rates. Long term debt is traditionally issued once a year. A second category of funding sources are the reserve funds from the general fund, utility funds, hotel tax, and equipment replacement. Some other funding sources include impact fees, park land/sidewalk dedication funds, grants, TIRZ/MMD, and proceeds from the sale of assets. Roadway assessments, cost

sharing with other governments, leasing, donations, and public private partnerships are other funding sources.

Impact fee project needs have been identified for the next ten years. These include roadways, water, and wastewater. Key facility needs have also been identified: police station, renovation of the existing police department, city hall, fire station #7, and Arts Council building renovation.

Funding options to address these needs include long term debt – tax rate. One cent will yield approximately \$10 million in debt capacity. Hotel tax funds have a limited use, an estimated \$13 million over five years. Transportation impact fees are restricted by zone for an estimated \$1 million per year. The parkland/sidewalk dedication funds also have a limited use. Staff will continue to look at other funding options. Funding options for utility projects will include utility rates, reserve funds and impact fees (an estimated \$2-3 million per year). Again, staff will look for other options.

7. Council Calendar

Council reviewed the calendar.

8. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Annexation Task Force, Arts Council of Brazos Valley, Arts Council Sub-Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Compensation and Benefits Committee, Convention & Visitors Bureau, Design Review Board, Economic Development Committee, FBT/Texas Aggies Go to War, 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, YMCA, Youth Advisory Council, Zoning Board of Adjustments.

Councilmember Brick reported on the College Station history book.

9. Adjournment

There being no further business, Mayor Mooney adjourned the workshop of the College Station City Council at 7:16 p.m. on Thursday, June 8, 2017.

Karl Mooney, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
JUNE 8, 2017

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Blanche Brick
Jerome Rektorik
Linda Harvell
Barry Moore
Julie Schultz
James Benham

City Staff:

Kelly Templin, City Manager
Chuck Gilman, Deputy City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

Student Liaison

Tory Oxendahl, Municipal Affairs

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 Mooney at 7:17 p.m. on Thursday, June 8, 2017 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 Whitney Browning in recognition as recipient of the Girl Scout Gold Award

Mayor Mooney presented a proclamation to Whitney Browning, honoring her achievement in receiving the Gold Award and proclaimed June 8, 2017 as Whitney Browning Day.

Hear Visitors Comments

Ben Roper, College Station, came before Council to honor the service and sacrifice of Pvt. 1st Class Clayton W. Henson.

George Dresser, Southside Neighborhood area, quoted an article that appeared in the Eagle regarding the benefits for home ownership. He noted that the neighborhoods are converting from homeowners to renters. He asked for help in preserving neighborhoods.

Emily Jane Cowen, College Park neighborhood, provided details of life in a neighborhood. She purchased a 1930's home and renovated it. The quaint neighborhood is being destroyed one demolition and re-zone at a time. She is here representing the newly formed Save Our Southside group. They support rehabilitation but only in a manner that protects the quality of life of neighborhood.

CONSENT AGENDA

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

- **May 25, 2017 Workshop**
- **May 25, 2017 Regular Meeting**

2b. Presentation, possible action, and discussion regarding the approval of a consultant contract (Contract No. 17300397) with Kimley-Horn and Associates, Inc., in the amount of \$816,600, for design and construction phase services for the Woodson Village Rehab Project and approval of Resolution 06-08-017-2b, declaring intention to reimburse certain expenditures with proceeds from debt.

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

REGULAR AGENDA

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

Mayor Mooney asked to look at other city ordinances related to Town & Gown cities.

Adjournment.

There being no further business, Mayor Mooney adjourned the Regular Meeting of the City Council at 7:36 p.m. on Thursday, June 8, 2017.

Karl Mooney, Mayor

ATTEST:

Sherry Mashburn, City Secretary



Legislation Details (With Text)

File #:	17-0277	Version:	1	Name:	Lick Creek WWTP Generator
Type:	Contract	Status:		Status:	Consent Agenda
File created:	6/5/2017	In control:		In control:	City Council Regular
On agenda:	7/13/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding construction contract 17300389 with McDonald Municipal & Industrial, in the amount of \$1,126,469 for the Lick Creek Wastewater Treatment Plant Generator Addition Project.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Project Location Map - Lick Creek WWTP Generator Replacement				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding construction contract 17300389 with McDonald Municipal & Industrial, in the amount of \$1,126,469 for the Lick Creek Wastewater Treatment Plant Generator Addition Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of this construction contract.

Summary: This project includes the construction & installation of a backup power generating system with a minimum 600kW diesel fuel generator & concrete pad, the construction of an asphalt driveway to generator pad with storm culverts, the construction of a metal canopy for two new automatic transfer switches & a generator paralleling system mast control panel with a power distribution panelboard, the relocation of about 100 linear feet of 8-inch water line, and the installation of necessary controls, conduit, & wire, in relation to large equipment installation as well as modifications to existing electrical components.

Reviewed and Approved by Legal: Yes

Budget & Financial Summary: A budget of \$1,365,000 is included for this project in the Wastewater Capital Improvement Projects Fund. A total of \$196,050 has been expended or committed to date, leaving a balance of \$1,168,950 for this contract and remaining expenditures.

Attachments:

1. Construction Contract No. 17300389 (On file in the City Secretary's Office)
2. Project Location Map

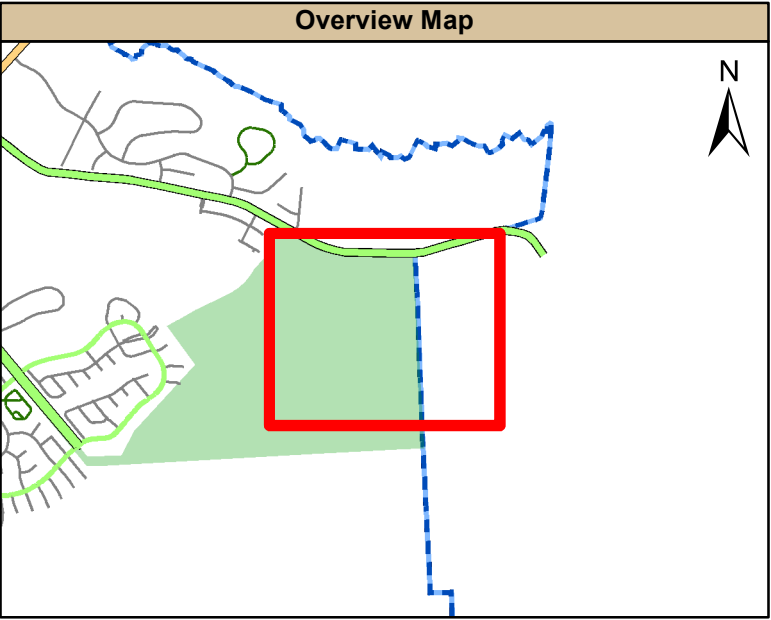
Project Location Map

Lick Creek WWTP

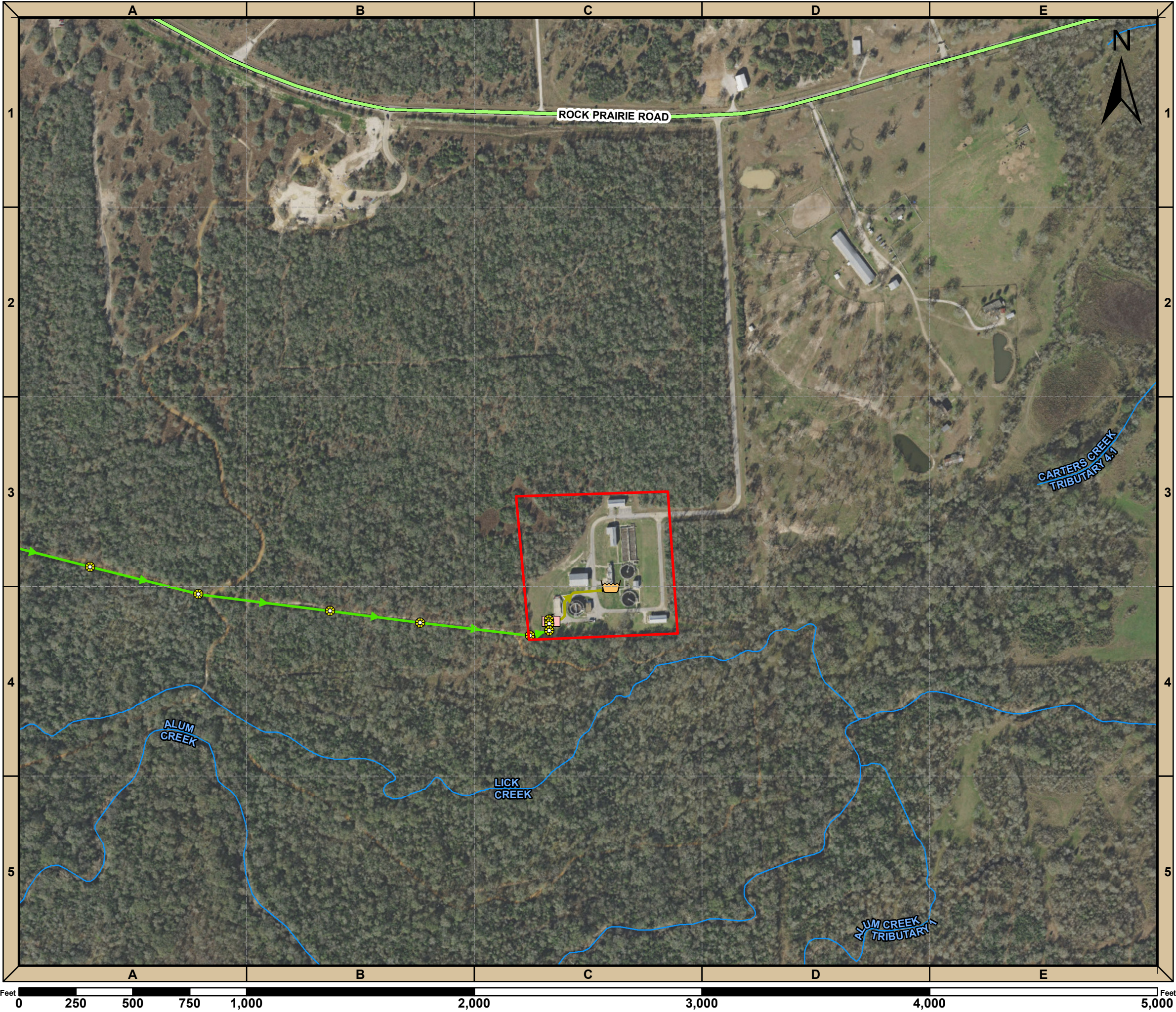
Generator Addition

Legend

-  Project Location
 -  Standard
 -  Lift Stations
 -  Treatment Plants
 -  Fittings
 -  Gravity
 -  Force
- #### Streets
- Functional Classification**
-  MAJOR COLLECTOR
 -  Rivers



DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.





Legislation Details (With Text)

File #:	17-0278	Version:	1	Name:	Newton Road One-Way Operation
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	6/5/2017	In control:		In control:	City Council Regular
On agenda:	7/13/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion of an ordinance amending Code of Ordinances Chapter 10, "Traffic Code", Section Two "Traffic Control Devices", J "One-Way Streets and Alleyways" by making Newton Road one-way between Aberdeen Place and George Bush Drive.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Newton One Way Exhibit A Newton One Way Ordinance				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of an ordinance amending Code of Ordinances Chapter 10, "Traffic Code", Section Two "Traffic Control Devices", J "One-Way Streets and Alleyways" by making Newton Road one-way between Aberdeen Place and George Bush Drive.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: This ordinance makes Newton Road between its intersections with Aberdeen Place and George Bush Drive a one-way operation roadway. The purpose of this ordinance is to improve safety and mobility for people driving, people walking, and people riding bicycles. Public Works evaluated the roadway for one-way operation based upon a request from St. Thomas' Episcopal Church. Newton Road at its intersection with George Bush Drive is 10.5 ft. wide and there are trees and a utility pole less than 2 feet from pavement. These obstructions require traffic on George Bush Drive to significantly slow down before turning and traveling southbound on Newton Road. The activity in the area was observed and it was determined that majority of people driving, walking and/or riding bicycles utilize Newton Road traveling northbound toward George Bush Drive. City services such as sanitation routes will not be impacted with this modification. Additionally, the Texas A&M A.I. & Manet Schepps Hillel Center was contacted regarding any comments they had about the operational change. They supported converting this section of the street to a one-way operation.

Traffic Engineering discussed this proposed change with the Traffic Management Team on February 24, 2017. To improve safety and mobility for people driving, people walking, and people riding bicycles, the Traffic Management Team recommends approving this ordinance.

Budget & Financial Summary: The "ONE WAY" signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operation budget.

Attachments:

1. Ordinance
2. Project Location Map



Proposed One-way operation

Newton Road between Aberdeen Place and George Bush Drive

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTION TWO "TRAFFIC CONTROL DEVICES", J "ONE-WAY STREETS AND ALLEYWAYS", TRAFFIC SCHEDULE VII – "ONE-WAY STREETS AND ALLEYWAYS" MAKING A PORTION OF NEWTON ROAD ONE WAY; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 10, "Traffic Code", of The Code of Ordinances of The City of College Station, Texas, Section Two "Traffic Control Devices", J "One-Way Streets and Alleyways", Traffic Schedule VII – "One-Way Streets and Alleyways" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.
- PART 2:** That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3:** That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Hundred Dollars (\$200.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 19th day of June, 2017.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 10, “Traffic Code”, of The Code of Ordinances of The City of College Station, Texas, Section Two “Traffic Control Devices”, J “One-Way Streets and Alleyways”, Traffic Schedule VII – “One-Way Streets and Alleyways” is hereby amended to include the following:

Newton Road- beginning at its intersection with Aberdeen Place and ending at its intersection with George Bush Drive is one-way northbound, toward George Bush Drive.

Legislation Details (With Text)

File #:	17-0288	Version:	1	Name:	Economic Development Agreement
Type:	Agreement	Status:		Status:	Consent Agenda
File created:	6/6/2017	In control:		In control:	City Council Regular
On agenda:	7/13/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding approval of an agreement to terminate an economic development agreement between the City of College Station, Research Valley Partnership and PM Realty Group and approval of a Release of Memorandum of Economic Development Agreement regarding the same.				
Sponsors:	Natalie Ruiz				
Indexes:					
Code sections:					
Attachments:	Termination Agreement Signed by Chimney Hill Release Signed by Chimney Hill				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of an agreement to terminate an economic development agreement between the City of College Station, Research Valley Partnership and PM Realty Group and approval of a Release of Memorandum of Economic Development Agreement regarding the same.

Relationship to Strategic Goals:

- Good Governance
- Diverse Growing Economy

Recommendation(s): Staff recommends approval of the termination agreement and release.

Summary: This economic development agreement was originally approved by the City Council on December 12, 2013. The purpose of the agreement was to facilitate the sale and redevelopment of the Chimney Hill Shopping Center property on University Drive into a unique, urban and destination-oriented commercial project. The original agreement was very project specific and required a structured parking garage with a mix of land uses including multi-family, retail, hotel and restaurants. The owner of the property has requested to modify the current redevelopment plans to reflect changes in the local real estate market and move towards a more traditional suburban commercial project with surface parking. In order to make this change and continue with redevelopment efforts there are two actions required by the City Council. One, modify or terminate the economic development agreement. Two, modify the existing Planned Development zoning district and concept plan. The owner has submitted a rezoning application to modify the redevelopment plans. That application will be considered by the Planning and Zoning Commission and City Council at a future public hearing.

Terminating the agreement will allow redevelopment efforts to continue. The permitted land uses, general layout and development intensity will be considered in the future with the rezoning of the property.

Budget & Financial Summary: N/A

Attachments:

Termination Agreement
Release

**TERMINATION OF
ECONOMIC DEVELOPMENT AGREEMENT AMONG
THE CITY OF COLLEGE STATION AND BFV CHIMNEY HILL, LLC
(SUCCESSOR IN INTEREST TO PM REALTY GROUP, LP)**

This Termination of Economic Development Agreement ("Termination") effective as of the last date of execution, is entered into by and among the **CITY OF COLLEGE STATION, TEXAS**, a home-rule municipal corporation organized under the laws of Texas (hereinafter referred to as "City"), **THE RESEARCH VALLEY PARTNERSHIP, INC.**, a Texas non-profit corporation (hereinafter referred to as "RVP"), and **BFV CHIMNEY HILL, LLC**, a Texas limited liability company as successor in interest to PM Realty Group, LP (hereinafter referred to as "Developer").

WHEREAS, the City is authorized and empowered under applicable Texas laws pertaining to economic development to aid in the development of commercial enterprises and redevelopment projects within the geographic boundaries of the City and its extraterritorial jurisdiction by offering economic and other incentives to prospective new, developing, and expanding businesses pursuant to Chapter 380, Texas Local Government Code and desired to stimulate business and commercial activity in the Chimney Hill Shopping Center area (hereinafter referred to as "Chimney Hill") for redevelopment under its economic development program; and

WHEREAS, the City determined that certain conditions including aging infrastructure, dilapidated structures, and the difficulty in assembling property due to fractured ownership of property exist in the Chimney Hill area that increase development costs and create barriers to redevelopment; and entered into an Economic Development Agreement among the CITY, RVP and PM Realty Group, LP dated December 18, 2013, as amended (collectively with the First Amendment described below, "EDA"); and

WHEREAS, PM Realty Group, LP enhanced the Property by removing the degraded retail complex and otherwise preparing the Property for redevelopment; and

WHEREAS, the Developer is the successor in interest to PM Realty Group, LP which acquired the Property described on **Exhibit A** attached hereto from RVP per the terms of the First Amendment to Economic Development Agreement dated August 26, 2014; and

WHEREAS, it is in the best interest of the City and its citizens for the Property to be redeveloped in a manner that differs from the development contemplated by Developer's predecessor in interest and by the EDA; and

WHEREAS, the Property is currently vacant except for an ongoing lease to the Republic Steakhouse and Developer intends to develop and/or attract end users to develop the Property into a vibrant, income-producing and viable commercial complex which will include the Republic Steakhouse in a new location on the Property; and

WHEREAS, the Developer desires to redevelop the Property without the economic incentives anticipated in the EDA as amended.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the City and Developer agree as follows:

1. **Termination of EDA.** The EDA is hereby terminated. The parties simultaneously with the execution of this Agreement will execute and record the Termination of Memorandum in the form attached as **Exhibit B** in the Official Records of Brazos County, Texas.

2. **Miscellaneous.**

(a) **Entire Agreement.** It is understood that this Termination contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings, written or oral, between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. No verbal agreement or conversation with any officer, agent or employee of City, either before or after the execution of this Termination, shall affect or modify any of the terms or obligations hereunder.

(b) **Texas Law.** This Termination shall be subject to and governed by the laws of the State of Texas, excluding any conflicts of law rule or principle that might refer the construction or interpretation of this Termination to the laws of another state. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in Brazos County, Texas.

(c) **Authority to Contract.** Each party represents that it has the full power and authority to enter into and perform this Termination, and that the person signing this Termination on behalf of each party has been properly authorized and empowered to enter into this Termination.

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

(e) **Counterparts.** This Termination may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

(f) **Further Assurances.** Each party hereby agrees that it will take all actions and properly execute all documents necessary to fully carry out the purposes and intent of this Termination.

(g) List of Exhibits.

Exhibit "A" Description of Property

Exhibit "B" Termination of Memorandum

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below each party's signature.

BFV CHIMNEY HILL, LLC
a Texas limited liability company

By: [Signature]
Printed Name: Jonathan Hitchcock
Title: Vice President
Date: 6/8/17

CITY OF COLLEGE STATION, TX

By: _____
KARL P. MOONEY, Mayor

Date: _____

THE RESEARCH VALLEY
PARTNERSHIP, INC.
a Texas non-profit corporation

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

ATTEST:

City Secretary
Date: _____

APPROVED:

Name: KELLY E. TEMPLIN, City Manager
Date: _____

Name: _____
Assistant City Manager/CFO
Date: _____

Name: _____
City Attorney
Date: _____

EXHIBIT A
Description of Property

Lots One (1), Three (3) and Four (4), Block One (1), Chimney Hill Retail Plaza Subdivision, an addition to the City of College Station, Brazos County, Texas, according to the plat recorded in Volume 807, Page 543, of the Official Records, Brazos County, Texas.

Lot Two (2), Block One (1), Chimney Hill Retail Plaza Subdivision, an addition to the City of College Station, Brazos County, Texas, according to the Plat recorded in Volume 705, Page 621, of the Official Records of Brazos County, Texas.

EXHIBIT B
Termination of Memorandum

**RELEASE OF MEMORANDUM OF
ECONOMIC DEVELOPMENT AGREEMENT**

This Release of Memorandum of Economic Development Agreement ("Release") is entered into effective as of the ____ day of _____, 2017 ("Effective Date") by and among the City of College Station, Texas (the "City"), The Research Valley Partnership, Inc. ("RVP") and BV Chimney Hill, LLC, as successor in interest to PM Realty Group, LP (the "Developer").

WHEREAS, on October 30, 2014, a Memorandum of Economic Development Agreement ("Memorandum") was recorded in Volume 12348, Page 139, Official Public Records of Brazos County, Texas, pertaining to the property described in the Memorandum.

WHEREAS, effective _____, 2017, the parties entered into a Termination Agreement ("Agreement"), terminating the Economic Development Agreement that is described in the Memorandum.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, RVP and Developer hereby agree to record this Release to remove the Memorandum from the Official Records of Brazos County, Texas.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

[Signatures begin on following page]

BFV CHIMNEY HILL, LLC
a Texas limited liability company

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

THE RESEARCH VALLEY
PARTNERSHIP, INC.
a Texas non-profit corporation

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

CITY OF COLLEGE STATION, TX

By: _____
KARL P. MOONEY, Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

Name: KELLY E. TEMPLIN, City Manager
Date: _____

Name: _____
Assistant City Manager/CFO
Date: _____

Name: _____
City Attorney
Date: _____

STATE OF TEXAS)
COUNTY OF BRAZOS)

Before me the undersigned authority, on this day personally appeared KARL P. MOONEY, as Mayor of the CITY OF COLLEGE STATION, TEXAS, a Texas home-rule municipal corporation, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the ____ day of _____, 2017.

Notary Public in and for the State of Texas

STATE OF TEXAS)
COUNTY OF BRAZOS)

Before me the undersigned authority, on this day personally appeared _____, _____ of THE RESEARCH VALEY PARTNERSHIP, INC., a Texas non-profit corporation, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

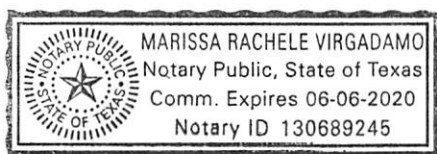
Given under my hand and seal of office on this the ____ day of _____, 2017.

Notary Public in and for the State of Texas

STATE OF TEXAS)
COUNTY OF BRAZOS)

Before me the undersigned authority, on this day personally appeared Jonathan Hitchcock, Vice President of BFV CHIMNEY HILL, LLC, a Texas limited liability company, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 8 day of June, 2017.



Marissa Vir

Notary Public in and for the State of Texas

PREPARED IN THE OFFICE OF:

RETURN ORIGINAL DOCUMENT TO:

City of College Station

Legal Department

PO Box 9960

College Station, TX 77842-9960

**RELEASE OF MEMORANDUM OF
ECONOMIC DEVELOPMENT AGREEMENT**

This Release of Memorandum of Economic Development Agreement ("Release") is entered into effective as of the ____ day of _____, 2017 ("Effective Date") by and among the City of College Station, Texas (the "City"), The Research Valley Partnership, Inc. ("RVP") and BV Chimney Hill, LLC, as successor in interest to PM Realty Group, LP (the "Developer").

WHEREAS, on October 30, 2014, a Memorandum of Economic Development Agreement ("Memorandum") was recorded in Volume 12348, Page 139, Official Public Records of Brazos County, Texas, pertaining to the property described in the Memorandum.

WHEREAS, effective _____, 2017, the parties entered into a Termination Agreement ("Agreement"), terminating the Economic Development Agreement that is described in the Memorandum.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, RVP and Developer hereby agree to record this Release to remove the Memorandum from the Official Records of Brazos County, Texas.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

[Signatures begin on following page]

BFV CHIMNEY HILL, LLC
a Texas limited liability company

By: [Signature]
Printed Name: Jonathan Hitchcock
Title: Vice President
Date: 6/8/17

THE RESEARCH VALLEY
PARTNERSHIP, INC.
a Texas non-profit corporation

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

CITY OF COLLEGE STATION, TX

By: _____
KARL P. MOONEY, Mayor

Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

Name: KELLY E. TEMPLIN, City Manager
Date: _____

Name: _____
Assistant City Manager/CFO
Date: _____

Name: _____
City Attorney
Date: _____

STATE OF TEXAS)
COUNTY OF BRAZOS)

Before me the undersigned authority, on this day personally appeared KARL P. MOONEY, as Mayor of the CITY OF COLLEGE STATION, TEXAS, a Texas home-rule municipal corporation, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the ____ day of _____, 2017.

Notary Public in and for the State of Texas

STATE OF TEXAS)
COUNTY OF BRAZOS)

Before me the undersigned authority, on this day personally appeared _____, _____ of THE RESEARCH VALEY PARTNERSHIP, INC., a Texas non-profit corporation, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

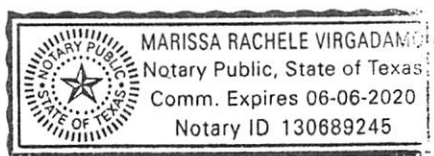
Given under my hand and seal of office on this the ____ day of _____, 2017.

Notary Public in and for the State of Texas

STATE OF TEXAS)
COUNTY OF BRAZOS)

Before me the undersigned authority, on this day personally appeared Jonathan Hithcock, Vice President of BFV CHIMNEY HILL, LLC, a Texas limited liability company, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 8 day of June, 2017.



Marissa V

Notary Public in and for the State of Texas

PREPARED IN THE OFFICE OF:

RETURN ORIGINAL DOCUMENT TO:

City of College Station

Legal Department

PO Box 9960

College Station, TX 77842-9960

Legislation Details (With Text)

File #:	17-0297	Version:	1	Name:	No Parking Here To Corner on the east side of Stasney
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	6/8/2017	In control:		In control:	City Council Regular
On agenda:	7/13/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion of an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations of Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime", to include No Parking Here To Corner on the east side of Stasney from its intersection with Cherry Street, extending south 85 feet.				
Sponsors:	Debbie Eller				
Indexes:					
Code sections:					
Attachments:	Exhibit A - No Parking 400 Stasney Stasney Parking Removal Ordinance				
Date	Ver.	Action By	Action		Result

Presentation, possible action, and discussion of an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations of Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime", to include No Parking Here To Corner on the east side of Stasney from its intersection with Cherry Street, extending south 85 feet.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: The purpose of this ordinance is to include No Parking Here to Corner on the east side of Stasney from its intersection with Cherry street, extending south 85 feet. There are currently 16 metered parking spaces in the 400 block of Stasney. People illegally park between the designated metered parking spaces and the corner at the intersection of Stasney Street and Cherry Street. This parking behavior causes safety concerns due to limited vision of drivers turning from Stasney Street on to Cherry Street. Additionally, the geometric configuration of Stasney causes a more narrow approach to the intersection and would limit the ability of emergency vehicles to access the area.

Given these observations, to improve safety, mobility, and emergency vehicle access along Stasney Street and Cherry Street, the City of College Station Traffic Management Team recommends

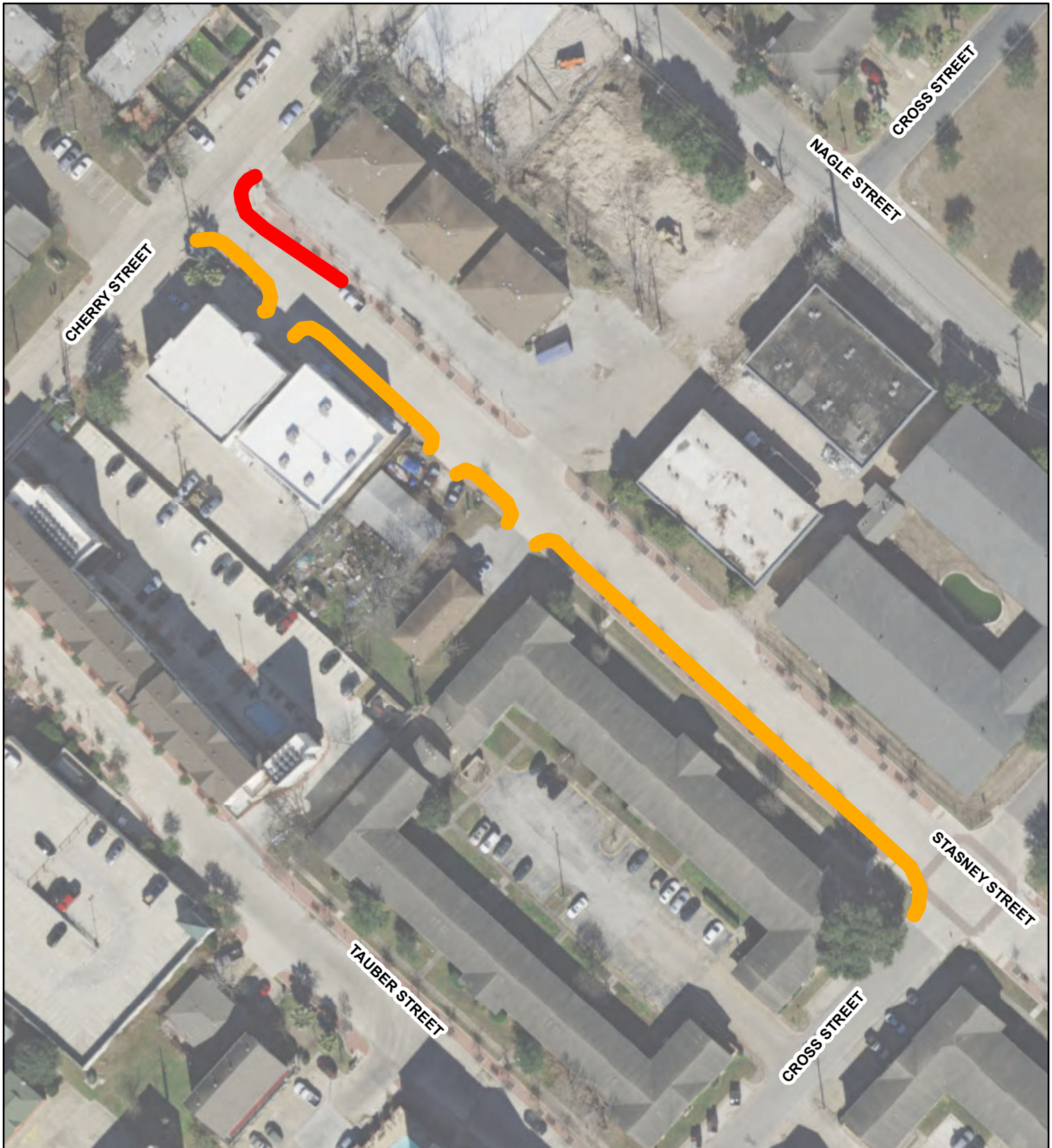
approving this ordinance.

Budget & Financial Summary: The “NO PARKING HERE TO CORNER” signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operations budget.

Attachments:

1. Ordinance
2. Map

Proposed No Parking Here To Corner Along East side 400 Stasney Stree.



Proposed No Parking Here To Corner
Existing No Parking Anytime



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", SECTION 4 "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS", E "PARKING REGULATIONS OF CERTAIN DESCRIBED AREAS", (1) "TRAFFIC SCHEDULE XIV - NO PARKING HERE TO CORNER OR NO PARKING ANYTIME", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADDING NO PARKING THE EAST SIDE OF STASNEY FROM THE CHERRY STREET INTERSECTION AND EXTENDING 85 FEET TO THE SOUTH, BY PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations of Certain Described Areas", (1) "Traffic Schedule XIV – No Parking Here to Corner or No Parking Anytime", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"**, attached hereto and made a part of this ordinance for all purposes.
- PART 2:** That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3:** That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense and/or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 13th day of July, 2017.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 10, “Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations of Certain Described Areas”, (1) “Traffic Schedule XIV – No Parking Here to Corner or No Parking Anytime”, is hereby amended to include the following:

No parking here to corner on the east side of Stasney Street beginning from the Cherry Street intersection and extending to the south for 85 feet.



Legislation Details (With Text)

File #:	17-0300	Version:	1	Name:	Funding Increase for Electric Reliability Council of Texas Fees (ERCOT)
Type:	Change Order	Status:			Consent Agenda
File created:	6/12/2017	In control:			City Council Regular
On agenda:	7/13/2017	Final action:			
Title:	Presentation, possible action, and discussion regarding approval of additional expenditure of funds for Electric Reliability Council of Texas (ERCOT) fees in the amount of \$37,000.				
Sponsors:	Timothy Crabb				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of additional expenditure of funds for Electric Reliability Council of Texas (ERCOT) fees in the amount of \$37,000.

Relationship to Strategic Goals: (Select all that apply)

-
- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s):

Staff recommends the approval of increasing the amount of funding by \$37,000 for the ERCOT fees due to additional costs for equipment and wide area network (WAN) fees for the electric back-up control center.

Summary:

College Station is required by NERC to have a back-up control center for the operation of the electric transmission system in the event the primary control center is compromised/damaged/destroyed. To achieve NERC compliance as quickly as possible, the first back-up control center was set up in 2008 using a former chlorine storage building at Carter Creek Wastewater Treatment Plant. This facility was less than optimal for numerous reasons (including no restroom for employees working 12 hour shifts there).

This year a new back-up control center was constructed. The new facility is in a more secure location, is larger, includes restrooms and running water, and is more conducive to extended work hours.

The original amount of \$74,000 was approved by Council on 9/22/16 as part of annual exemptions for the fiscal year 2017 budget. This increase of \$37,000 should cover bills for the rest of the fiscal year.

The increased expenditures for equipment and WAN fees have exhausted these funds, and the requested increase is to cover fees for the remainder of the fiscal year. The fees will decrease when the old back-up control center is completely decommissioned by ERCOT/AT&T/Sprint.

Budget & Financial Summary:

Funds are available in the Electric Fund Operating Budget.

Attachments:

Legislation Details (With Text)

File #:	17-0303	Version:	1	Name:	Special Events Ordinances
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	6/13/2017	In control:		In control:	City Council Regular
On agenda:	7/13/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding approval of an amendment to section 4-4, "Carnivals, Circuses, Menageries, Sideshows, Concessions, and Special Events," of the Code of Ordinances to modify the definition of, and requirement for, a 'Special Event'.				
Sponsors:	Aubrey Nettles				
Indexes:					
Code sections:	Sec. 4-4. - Carnivals, circuses, menageries, sideshows, concessions, and special events.				
Attachments:	Special Events Ordinance Amendment Final				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of an amendment to section 4-4, "Carnivals, Circuses, Menageries, Sideshows, Concessions, and Special Events," of the Code of Ordinances to modify the definition of, and requirement for, a 'Special Event'.

Relationship to Strategic Goals: (Select all that apply)

- Good Governance

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

Summary: In an effort to enhance the efficiency of the special event permit process, a special events task force was developed earlier this year consisting of leadership from the city manager's office, city attorney's office, police department, fire department, parks & recreation and planning & development services. The task force discussed changes to the definition of a special event, as well as changes to the application, traffic control plan and insurance requirements. Based on those discussions, the definition of a special event has been modified to incorporate events held on city property that have an attendance greater than 5,000 and/or alcohol is permitted. The special event permit application deadline has been changed to at least 30 calendar days prior to the proposed opening date or time of the event. Clarifications regarding traffic control plan and insurance requirements were also included. The changes are reflected in the attached document.

Budget & Financial Summary: N/A

Attachments: Special Events Ordinance Amendment Final

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4, "BUSINESS REGULATIONS", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTION 4-4. "CARNIVALS, CIRCUSES, MENAGERIES, SIDESHOWS, CONCESSIONS, AND SPECIAL EVENTS," AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 4, "BUSINESS REGULATIONS", Section 4-4. "CARNIVALS, CIRCUSES, MENAGERIES, SIDESHOWS, CONCESSIONS, AND SPECIAL EVENTS," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2017.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 4, “BUSINESS REGULATIONS”, Section 4-4., “CARNIVALS, CIRCUSES, MENAGERIES, SIDESHOWS, CONCESSIONS, AND SPECIAL EVENTS,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by deleting said section in its entirety and replacing with the following:

Sec. 4-4. - Carnivals, circuses, menageries, sideshows, concessions, and special events.

A. Permit required.

It shall be unlawful to operate or conduct within the City any carnivals, circuses, menageries, sideshows, concessions, or special events without first securing a permit.

Permits required by this section shall be posted on site in a conspicuous location for the duration of the event.

B. Definitions.

For the purposes of this section, the following terms shall have the meaning given herein:

(1) Applicant.

"Applicant" means a person who has filed a written application for a permit.

(2) Building Official.

"Building Official" means the Building Official of the City of College Station, Texas or his delegate.

(3) Carnival.

"Carnival" means and includes amusement activities, rides, merry-go-rounds, booths for the conduct of games of skill, food dispensing facilities, and side shows. A carnival shall not include gambling devices, games of chance, lotteries, or other activities in violation of state law.

(4) Chief of Police.

"Chief of Police" means the Chief of Police of the City of College Station, Texas, or his delegate.

(5) Circus.

"Circus" means and includes a public entertainment consisting of but not limited to performances by people and animals.

(6) Director of Utilities.

"Director of Utilities" means the Director of Utilities of the City of College Station, Texas, or his delegate.

(7) Event.

"Event" means and includes any carnival, circus, menagerie, sideshow, concession, or special event.

(8) Fifteen-day operation.

"Fifteen-day operation" means the greater of fifteen (15) calendar days or one hundred fifty (150) hours of operation in a calendar year.

(9) Fire Marshal.

"Fire Marshal" means the Fire Marshal of the City of College Station, Texas, or his delegate.

(10) Menagerie.

"Menagerie" means and includes a collection of live animals on exhibition.

(11) Non-profit association.

"Non-profit association" means an association in which no part of the income of which is distributable to its members, directors or officers.

(12) Northgate Central Business District.

"Northgate Central Business District" means the Northgate area identified and referenced in Resolution Number 10-21-2004-13.04.

(13) Sideshows and concessions.

"Sideshows and concessions" means and includes circuses, menageries, carnivals, and other amusement enterprises, which are open to the public and for which a fee is charged for admission.

(14) Special event.

"Special event" means a for-profit or non-profit event to which the public is invited, held on public or private property, at which over two hundred fifty (250) individuals attend, and held outside the confines of a building or permanent structure.

The term includes but is not limited to any meeting, entertainment, performance, show, exhibition, or amusement.

The term also includes events in the Northgate Central Business District, regardless of attendance, providing for the sale and/or consumption of alcohol.

The term also includes events held within the confines of Wolf Pen Creek Park, Amphitheater and Festival Site or other outdoor city facilities, where there are more than five thousand (5,000) attendees or where alcohol is permitted.

The term does not include:

- events held in residential structures,
- events held in licensed premises,
- gatherings for athletic events that are held in facilities designed for athletic events, or
- other than as set out above, events held within the confines of the Wolf Pen Creek Park, Amphitheater and Festival Site or other outdoor city facilities.

C. Fifteen-day operation.

- (1) No event shall be operated under a permit authorized herein for more than the greater of fifteen (15) calendar days or one hundred fifty (150) hours during a calendar year, with the exception of businesses permitted through Code of Ordinance Chapter 4 "Business Regulations" Section 21 "Northgate Outdoor Dining and Entertainment."
- (2) Operation of such an event for more than the referenced length of time shall be considered a permanent business for which site plan approval is required under the City of College Station Unified Development Ordinance. If the event is not operated on consecutive calendar days, an inspection as provided under subsection H. herein shall be required each time before the event resumes.

D. Northgate Central Business District.

- (1) An event in the Northgate Central Business District providing for alcohol sales or consumption shall have a valid permit or license to sell or serve alcoholic beverages issued by the Texas Alcoholic Beverage Commission.
- (2) An event in the Northgate Central Business District involving the sale or consumption of alcohol shall not be operated under a permit authorized herein for more than three (3) consecutive days.

E. Exemptions.

City sponsored events are exempt if:

- (1) The event is held on City property; and
- (2) A policy or procedure establishes protocols for security, public safety, sanitation, crowd control and traffic control.

F. Application requirements.

A permit application shall be submitted to Planning & Development Services at least thirty (30) calendar days in advance of the proposed opening date or time of said event. The City Manager or his/her designee may authorize the acceptance of an application less than thirty (30) calendar days prior to the event provided all permit requirements have been met. Said application shall include the following information (if applicable):

- (1) The name, address and telephone number of the applicant and of any other persons responsible for the conduct of the special event.
- (2) The name of the firm or corporation.
- (3) The location of the principal place of business of such firm or corporation
- (4) A description of the event.
- (5) Whether the event will be in a tent, building, aerodrome, or open area.
- (6) The location of the event.
- (7) The projected number of people to attend each performance or event.
- (8) The proposed opening date(s).
- (9) The hours and days of the week it will be open to the public.
- (10) The provisions to be made for parking.
- (11) The provisions to be made for vehicular ingress and egress.
- (12) The parking facility and surface composition.
- (13) The nature and location of temporary signs.
- (14) The zoning of the land on which the event will be held.
- (15) The details (such as vendor information, perimeter fencing location, etc.) related to the sale and/or consumption of alcoholic beverages at the event.
- (16) A traffic control plan, if applicable
- (17) A current building plan drawn to scale which shall include:
 - (a) Type of construction of any structure.
 - (b) Seating arrangement.
 - (c) Aisles.
 - (d) Structural details and calculations of seats and supports.
 - (e) Location of all electrical wiring.
 - (f) Location of all exits.
 - (g) Location of all fire equipment within any flammable structure and specifications of such equipment.
- (18) A site plan, adequately dimensioned or drawn to scale, which shall include:

- (a) Location of any adjacent structures and obstructions which might hinder free ingress and egress of persons from exits.
 - (b) Locations of hydrants. Fire hydrants must be within five hundred (500) feet of any combustible structures on site.
 - (c) Location of fire lanes, limited in use for ingress and egress of fire trucks showing width of twenty (20) feet, height of fourteen (14) feet.
 - (d) Location of parking facilities.
 - (e) Electric transmission and distribution lines on site.
- (19) The length of time any structure is intended to be used for the purpose applied for.
- (20) The length of time the event is to be carried out.
- (21) The formula of the solution which is used or has been used to flameproof any structure.
- (22) The date on which flameproof solution was applied to any structure.
- (23) The number and location of sanitary facilities for persons using the premises on which the event is to be carried out.
- (24) Provisions for site cleanup and grading if necessary.
- (25) The applicant shall provide and place printed signs on which the words "No Smoking" shall appear in letters at least four (4) inches high in conspicuous places.

G. Conditions of permit.

In addition to other requirements set forth herein, the applicant shall furnish suitable evidence of his intention and ability to comply with the following conditions:

- (1) The applicant shall be wholly responsible for maintaining order and for keeping the site clean, free of trash, papers, and other debris.
- (2) Trash containers in adequate numbers shall be placed in convenient locations for the use of the public.
- (3) Sanitary facilities for persons using the premises.
- (4) Provisions for removal of other waste materials including animal waste materials.
- (5) Provisions for meeting all other application requirements.
- (6) Provisions for site cleaning and grading after use of the premises.
- (7) The premises shall have adequate ingress and egress.
- (8) Use of premises shall not violate the provisions of the National Electric Code as adopted by the City of College Station's Code of Ordinances.
- (9) Compliance with any and all other applicable rules and regulations, including food vendor permits, temporary parking approval, park permit, etc.

H. Approval of application.

(1) Inspection by the Fire Marshal.

The Fire Marshal, in reviewing an application for a permit, shall before such structure or event is open to the public make an inspection to determine if the applicant has made provision for:

- (a) Adequate aisles, seats, platforms, and poles.
- (b) Sufficient exits well marked and properly lighted.
- (c) Lighted and unobstructed passageways to areas leading away from the structure.
- (d) Removal, before the structure is to be used as a place of public assembly, of any pole, rope, or other obstruction in any aisle or exit.
- (e) Sufficient first aid fire appliances to be distributed throughout the structure with operating personnel familiar with the operation of such equipment available and assigned during the use of such structure as a place of assembly.
- (f) Sufficient "No Smoking" signs visible at all times.
- (g) An employee at all entrances to require the extinguishing of all cigarettes, cigars, or other smoking materials.
- (h) Announcement at frequent intervals to persons in assembly that smoking within the structure is prohibited.
- (i) Proper safeguarding of any use of open flames or its use prohibited.
- (j) The clearing of straw, dry grass, sawdust, or other combustible trash from the structure before it is opened to the public and arrangement made to keep the areas where debris may be expected to accumulate well serviced, especially under open seats.
- (k) Proper facilities for calling the City Fire Department.
- (l) Such special fire equipment of the City to attend to such structure made during its use as a public assembly as is necessary for proper fire protection.
- (m) The tent and canvas parts of the structure, and all combustible, decorative materials, including curtains, acoustic materials, streamers, cloth, cotton batting, straw, vines, leaves, and trees, to be rendered flameproof.
- (n) If the Fire Marshal determines that the attendance of any fire apparatus or equipment is necessary at or in the vicinity of such structure for fire protection pursuant to the International Fire Code, as adopted by City Council, he shall notify the applicant before approval of the application.
- (o) The attendance of such fire personnel as the Fire Marshal may deem necessary for the control of persons in the assembly, to prevent overcrowding, obstruction of aisles and exits, and such other control as may be necessary to render the occupation of such structure by the public safe.

- (p) Internal fire lanes which meet the twenty-foot wide, fourteen-foot high access requirement.

(2) Inspection by the Building Official.

- (a) The Building Official shall ascertain if any defect exists in the wiring and provide for immediate correction of any defects which may be found.
- (b) Ascertain that seats, platforms, and other structural components are adequate to withstand proposed usage.
- (c) Make an inspection to determine if provision has been made for satisfactory sanitary facilities on or near the premises on which the event is being carried out.
- (d) Make inspection and determine if adequate trash containers are located on the premises.

(3) Inspection by the Chief of Police.

- (a) The Chief of Police shall make an inspection of such structure or event location before the event is open to the public.
- (b) An applicant for an event permit shall provide certified peace officers as approved by the Chief of Police for security, crowd control, and traffic control at the event in accordance with the following schedule:

Number of Participants and Spectators at Event	Minimum Number of Peace Officers Required
0 to 250	0
251 to 1,500	2
1,501 to 3,000	4
3,001 to 5,000	6
Over 5,000	6 plus 1 Peace Officer for every 1,000 participants and spectators over 5,000 at the event

- (c) The Chief of Police may increase or decrease the number of certified peace officers from those required in the table above, if:
- (1) Any alcoholic beverage is sold, served, or otherwise made available at the event;
- (2) Special needs for an increase or decrease in security, crowd control, or traffic control are created by

- (A) The topography of the site or size of the event;
 - (B) Weather conditions during the event; or
 - (C) The time of day during which the event is conducted.
- (3) The event requires street closures or rerouting of vehicular or pedestrian traffic; or
- (4) The history of the particular event indicates that a greater or lesser number of peace officers are required to protect the public health, safety, and welfare.
- (d) If the City determines that an event may alter normal traffic patterns, the City may require the applicant to submit a traffic plan for the City's approval.
- (e) When the presence of licensed peace officers is necessary, every applicant shall pay for the services of such personnel. The fee for peace officers shall be according to the City's off duty pay schedule.

(4) Inspection by the Director of Utilities.

The Director of Utilities shall inspect the premises to determine whether proposed use of the site, including the location of structures and equipment, complies with the College Station Electric Safety Code.

I. City Inspection Policy.

It is the policy of the City that immediately upon arriving at the premises to be inspected, the Building Official, Chief of Police, or Fire Marshal will ordinarily identify himself to an employee at the premises showing an identification card if the employee is not acquainted with the Building Official, Chief of Police, or Fire Marshal or if the Building Official, Chief of Police, or Fire Marshal is not dressed in the apparent uniform of the City of College Station showing his affiliation with the City of College Station. If there is no employee at the scene, the Building Official, Chief of Police, or Fire Marshal may enter any area that is open to the public at the time without identifying himself. The Building Official, Chief of Police or Fire Marshal making a lawful investigation requiring a delay in identification need not identify himself immediately, providing that no person shall be required to admit any such unidentified person to any premises. If the Building Official, Chief of Police, or Fire Marshal is not permitted to enter any place or any part of any premises for inspection, the Building Official, Chief of Police, or Fire Marshal shall not use force but shall leave the premises and seek a search warrant or other appropriate court order to make entry possible.

J. Amended application.

All events shall take place in accordance with the approved application documents. Any changes made in the application shall be submitted for approval as an amended permit application. Failure to submit an amended application may result in denial/revocation of such permit.

K. Application fee.

- (1) The applicant shall pay a non-refundable application fee of two hundred dollars (\$200.00) upon submission of an application to the City. The application fee may be waived for a non-profit association holding an event. The application fee shall not be waived for any event involving alcohol sales and/or consumption.

(2) **Re-inspection fee.**

If the event is not operated on consecutive calendar days, the City shall re-inspect the premises as provided herein. A re-inspection fee of fifty dollars (\$50.00) shall be paid by the applicant to the City to cover the cost of each re-inspection.

L. Insurance.

No permit shall be issued for conducting an event under this section until the Applicant has filed with the City a Certificate or Certificates of Insurance on the most current State of Texas Department of Insurance-approved form, as evidence of a Commercial General Liability Insurance to cover claims for damages to property or injuries to persons, arising out of the use and operation of any and all devices and facilities operated in connection with the event. The Insurance policy shall be issued by a licensed carrier authorized to do business in Texas or the carrier's authorized agent. The Certificate must show the policy will be in full force and effect for the duration of the event and any activities preparing for the event. Limits of liability of One Million Dollars (\$1,000,000) per occurrence for property damage or injury or death to any one person, and not less than Two Million Dollars (\$2,000,000) aggregate for property damage or injury or death in any one accident.

M. Permit bond.

The applicant shall submit a permit bond prior to the issuance of a permit. The bond shall be in the amount of ten thousand dollars (\$10,000.00) to cover the entire cost estimated for cleaning up of debris caused by such event, to cover required City Services, and to cover potential damage or injury to property. The bond shall be valid for a period of no less than thirty (30) days after the event is terminated by the applicant hereunder. The bond may be used by the City for cleanup and repair of City property or the property of any resident deemed by the City to have been damaged by the applicant or applicant's employees as a result of the event. In the event the bond is executed to cover costs incurred by the City, the amount of the bond, less deductions for costs incurred or for the replacement, cleanup, or repair of the property of third parties, shall be refunded.

N. Contract.

The applicant, in tendering his application and receiving a permit, agrees and contracts with the City that he will not exclude at any time any Building Official, Chief of Police or Fire Marshal on duty for the purpose of inspecting, maintaining, and assuring the health, safety, and welfare of the City of College Station.

O. Revocation.

- (1) A permit issued pursuant to this section may be revoked if:

- (a) The applicant fails to comply with or the event is in violation of any provision of the permit, City ordinance, or any other applicable law.
 - (b) The application contains a false statement of material fact; or
 - (c) The Building Official, Chief of Police, or Fire Marshal, determine that the event poses a serious threat to the public health, safety or welfare.
- (2) The applicant or any other person responsible for the event will be notified of such revocation and shall immediately terminate the event.

P. Denial/appellate review.

Planning & Development Services may deny a permit if the applicant has not met all the requirements established in this section. The applicant may, within five (5) days of the denial, appeal the decision to the City Manager. The City Manager or his delegate shall hold a hearing within ten (10) days thereafter. After the close of the hearing, the City Manager or his delegate shall make a determination concerning approval, denial, or modification of the permit within five (5) days.

Q. Penalties.

Any person, firm or corporation violating any of the provisions of this ordinance shall be fined pursuant to the general penalty set out in section 1-5 of this Code of Ordinances.

Legislation Details (With Text)

File #:	17-0305	Version:	1	Name:	Parks Playground Improvements
Type:	Contract	Status:		Status:	Consent Agenda
File created:	6/15/2017	In control:		In control:	City Council Regular
On agenda:	7/13/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on approving a construction contract with TF Harper, in the amount of \$339,853.30 for improvements to various City Park playgrounds.				
Sponsors:	David Schmitz				
Indexes:					
Code sections:					
Attachments:	Park Improvements R Proposal Playground Proposal R Brothers Playground Proposal R Lemontree Swing Area Renovation R Proposal Swing Area Renovation R Proposal Signed Contract (002) Multiple Parks - signed				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approving a construction contract with TF Harper, in the amount of \$339,853.30 for improvements to various City Park playgrounds.

Relationship to Strategic Goals: (Select all that apply)

- Neighborhood Integrity
- Diverse Growing Economy

Recommendation(s): Staff recommends approval and award of the construction contract with T.F. Harper for playground and swing improvements in the amount of \$339,853.30, and ninety (90) construction days.

Summary: The proposed construction project includes removal and installation of three (3) playground structures; Brothers Pond, Lemontree, and Bright Parks. The removal of pea gravel surfacing in two (2) existing swing fall zones; Edelweiss Gartens and Woodland Hills Parks, then adding shredded bonded rubber to all five fall zones

Budget & Financial Summary: T.F. Harper; a Buy Board vendor, was asked to submit quotes for the removal and install of all play units and surfacing. Buy Board vendors have been competitively procured, so members automatically have compliance with Texas local and state procurement requirements. Budget for the Brothers Pond, Lemontree and Edelweiss Parks projects has been included in the Parks Capital Improvement Projects Fund as part of the Systemwide parks Improvement Project and budget for the Bright (formerly Raintree) and Woodland Hills Parks projects has been included in the Parkland Dedication

Funds.

Legal Review: Yes

Attachments:

1. Playground Proposals
2. Construction Contract with T.F. Harper, (on file in the City Secretary's Office)
3. Site maps/ Sealed Drawings



QUOTE

103 Red Bird Lane
Austin, Texas
78745-3122

TO: City of College Station Parks & Recreation Department
Attn: Rusty Warncke
Address: 1000 Krener Tap Road, College Station, Texas 77842
Install Site:
Phone: 979-764-9791
Fax:
Email: rwarncke@cstx.gov

CONTRACT #512-16
FOR PURCHASE THRU BUYBOARD.
PLEASE FAX YOUR PURCHASE ORDER
AND SIGNED QUOTE TO BUYBOARD
AND T.F. HARPER & ASSOCIATES LP
TO INSURE COMPLIANCE & RECEIPT
OF YOUR ORDER.

QUOTE #: 0209207-114-tfh
DATE: February 9, 2017
5/26/2017

Raintree Park (Brite)

QTY	DESCRIPTION OF EQUIPMENT	TOTAL COST
1	Remove and Haul off Existing play unit & pea gravel	\$6,517.50
1	Prep area for bonded Rubber concrete base	\$4,125.75
1	Provide new playground equipment (1650 sq. ft.)	\$37,741.00
1	Freight on Above Equipment	\$2,895.00
	Installation on Above Equipment	\$13,964.75
	Concrete Base (4")	\$13,282.50
	Bonded Rubber Playground Fall Material	\$18,975.00
	Repaint & refurbish Existing Swings (1170 sq. ft.)	\$3,965.00
	Bond, Additional Insurance & Drawings	\$1,195.00
	Less Buyboard Discount	(\$1,887.00)
	TOTAL	\$100,774.50

QUOTE IS VALID FOR 30 DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION.

NOT INCLUDED: Sales Tax, Permits/Bonds/Fees (if required), Site Work in Excess of Normal Installation (example: site prep - excavation/infill, concrete slab, french drains, excess rock removal), Sealed Engineered Drawings.

Any installation charges quoted are based upon a soil work site (not rocky) that is freely accessible by truck, no fencing, tree/landscaping or utility obstacles, etc.), and level (+/- 1-2% max slope). Any site work not expressly described is excluded. All underground utilities must be located and clearly marked before any work can begin. Installation of all products (equipment, borders, ground cover, amenities) are as quoted and approved by acceptance of quote/drawings. The installer is not responsible for any damages or re-work resulting from after-hours events or activities during the work in progress period. The customer is responsible for maintaining the integrity of completed installation work until components have seated and/or cured (concrete footings, etc.).

Payment Terms: 25% due with signed quote; Balance due upon completion of work and receipt of invoice.

Estimated Delivery: 7 to 10 weeks after receipt of order.

Accepted by: _____

Date: _____

P.O. # (if applicable): _____

Thank you for giving us the opportunity to quote this equipment.

Tommy Harper

Commercial Play and Recreational Equipment



QUOTE

103 Red Bird Lane
Austin, Texas
78745-3122

TO: City of College Station Parks & Recreation Department
Attn: Rusty Warncke
Address: 1000 Krener Tap Road, College Station, Texas 77842
Install Site:
Phone: 979-764-9791
Fax:
Email: rwarncke@cstx.gov

CONTRACT #512-16
FOR PURCHASE THRU BUYBOARD.
PLEASE FAX YOUR PURCHASE ORDER
AND SIGNED QUOTE TO BUYBOARD
AND T.F. HARPER & ASSOCIATES LP
TO INSURE COMPLIANCE & RECEIPT
OF YOUR ORDER.

QUOTE #: 120116-111-tfh
DATE: December 1, 2015
5/26/2017

Brothers Pond Park

QTY	DESCRIPTION OF EQUIPMENT	Option	TOTAL COST
1	Remove and Haul off Existing play unit		\$675.00
1	Prep area for new bonded Rubber		\$1,125.00
1	Provide new playground equipment		\$36,915.00
1	Freight on Above Equipment		\$1,686.00
1	Installation on Above Equipment		\$15,935.25
1350	Concrete Base (4")		\$7,762.50
1350	Bonded Rubber Playground Fall Material		\$18,735.50
1	Clean and repaint existing swing unit		\$1,575.00
1	Furnish and install new swings, chain and connections		\$825.00
1	Prep area for new bonded Rubber		\$675.00
1168	Concrete Base (4")		\$7,716.00
1168	Bonded Rubber Playground Fall Material		\$15,396.00
	Bond, Additional Insurance & Drawings		\$3,847.00
	Less Buyboard Discount		(\$2,954.00)
	TOTAL		\$109,914.25

QUOTE IS VALID FOR 30 DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION.

NOT INCLUDED: Sales Tax, Permits/Bonds/Fees (if required), Site Work in Excess of Normal Installation (example: site prep - excavation/infill, concrete slab, french drains, excess rock removal), Sealed Engineered Drawings.

Any installation charges quoted are based upon a soil work site (not rocky) that is freely accessible by truck, no fencing, tree/landscaping or utility obstacles, etc.), and level (+/- 1-2% max slope). Any site work not expressly described is excluded. All underground utilities must be located and clearly marked before any work can begin. Installation of all products (equipment, borders, ground cover, amenities) are as quoted and approved by acceptance of quote/drawings. The installer is not responsible for any damages or re-work resulting from after-hours events or activities during the work in progress period. The customer is responsible for maintaining the integrity of completed installation work until components have seated and/or cured (concrete footings, etc.).

Payment Terms: 25% due with signed quote; Balance due upon completion of work and receipt of invoice.

Estimated Delivery: 8 to 10 weeks after receipt of order.

Accepted by: _____

Date: _____

P.O. # (if applicable): _____

Thank you for giving us the opportunity to quote this equipment.

Tommy Harper

Commercial Play and Recreational Equipment



QUOTE

103 Red Bird Lane
Austin, Texas
78745-3122

TO: City of College Station Parks & Recreation Department
Attn: Rusty Warncke
Address: 1000 Krener Tap Road, College Station, Texas 77842
Install Site:
Phone: 979-764-9791
Fax:
Email: rwarncke@cstx.gov

CONTRACT #512-16
FOR PURCHASE THRU BUYBOARD.
PLEASE FAX YOUR PURCHASE ORDER
AND SIGNED QUOTE TO BUYBOARD
AND T.F. HARPER & ASSOCIATES LP
TO INSURE COMPLIANCE & RECEIPT
OF YOUR ORDER.

QUOTE #: 120116-112-tfh
DATE: December 1, 2015
5/26/2017

Lemontree Park

QTY	DESCRIPTION OF EQUIPMENT	Option	TOTAL COST
1	Remove and Haul off Existing play unit		\$675.00
1	Prep area for new bonded Rubber		\$1,125.00
1	Provide new playground equipment		\$22,912.00
1	Freight on Above Equipment		\$1,685.50
1	Installation on Above Equipment		\$11,334.00
910	Concrete Base (4")		\$5,687.50
910	Bonded Rubber Playground Fall Material		\$14,332.50
	Bond, Additional Insurance & Drawings		\$3,550.00
	Less Buyboard Discount		(\$1,604.00)
	TOTAL		\$59,697.50

QUOTE IS VALID FOR 30 DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION.

NOT INCLUDED: Sales Tax, Permits/Bonds/Fees (if required), Site Work in Excess of Normal Installation (example: site prep - excavation/infill, concrete slab, french drains, excess rock removal), Sealed Engineered Drawings.

Any installation charges quoted are based upon a soil work site (not rocky) that is freely accessible by truck, no fencing, tree/landscaping or utility obstacles, etc.), and level (+/- 1-2% max slope). Any site work not expressly described is excluded. All underground utilities must be located and clearly marked before any work can begin. Installation of all products (equipment, borders, ground cover, amenities) are as quoted and approved by acceptance of quote/drawings. The installer is not responsible for any damages or re-work resulting from after-hours events or activities during the work in progress period. The customer is responsible for maintaining the integrity of completed installation work until components have seated and/or cured (concrete footings, etc.).

Payment Terms: 25% due with signed quote; Balance due upon completion of work and receipt of invoice.

Estimated Delivery: 7 to 10 weeks after receipt of order.

Accepted by: _____

Date: _____ **P.O. # (if applicable):** _____

Thank you for giving us the opportunity to quote this equipment.

Tommy Harper

Commercial Play and Recreational Equipment



QUOTE

103 Red Bird Lane
Austin, Texas
78745-3122

TO: City of College Station Parks & Recreation Department
Attn: Rusty Warncke
Address: 1000 Krener Tap Road, College Station, Texas 77842
Install Site:
Phone: 979-764-9791
Fax:
Email: rwarncke@cstx.gov

CONTRACT #512-16
FOR PURCHASE THRU BUYBOARD.
PLEASE FAX YOUR PURCHASE ORDER
AND SIGNED QUOTE TO BUYBOARD
AND T.F. HARPER & ASSOCIATES LP
TO INSURE COMPLIANCE & RECEIPT
OF YOUR ORDER.

QUOTE #: 0209207-119-tfh
DATE: February 9, 2017
5/26/2017

Woodland Hills Park

QTY	DESCRIPTION OF EQUIPMENT	TOTAL COST
	Swing Area Only	
1	Remove Existing Pea Gravel & Haul Off	\$2,664.00
1184	Prep Area for new concrete base	\$2,233.50
1184	Furnish and install 4" concrete base of new Bonded Rubber	\$9,578.00
1	Remove existing swing hardware, clean and paint swing frame	\$985.00
1	Furnish and install new chain, seats & shackles	\$1,685.65
1184	Install new Bonded Rubber Surfacing	\$14,148.75
	Bond, Additional Insurance & Drawing	\$969.00
	TOTAL	\$32,263.90

QUOTE IS VALID FOR 30 DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION.

NOT INCLUDED: Sales Tax, Permits/Bonds/Fees (if required), Site Work in Excess of Normal Installation (example: site prep - excavation/infill, concrete slab, french drains, excess rock removal), Sealed Engineered Drawings.

Any installation charges quoted are based upon a soil work site (not rocky) that is freely accessible by truck, no fencing, tree/landscaping or utility obstacles, etc.), and level (+/- 1-2% max slope). Any site work not expressly described is excluded. All underground utilities must be located and clearly marked before any work can begin. Installation of all products (equipment, borders, ground cover, amenities) are as quoted and approved by acceptance of quote/drawings. The installer is not responsible for any damages or re-work resulting from after-hours events or activities during the work in progress period. The customer is responsible for maintaining the integrity of completed installation work until components have seated and/or cured (concrete footings, etc.).

Payment Terms: 25% due with signed quote; Balance due upon completion of work and receipt of invoice.

Estimated Delivery: 7 to 10 weeks after receipt of order.

Accepted by: _____

Date: _____ **P.O. # (if applicable):** _____

Thank you for giving us the opportunity to quote this equipment.

Tommy Harper

Commercial Play and Recreational Equipment

Swing Area Renovation R Proposal.xls www.tfharper.com - - 800.976-0107 - - local: 512.440.0707 - - fax: 512.440.0736



QUOTE

103 Red Bird Lane
Austin, Texas
78745-3122

TO: City of College Station Parks & Recreation Department
Attn: Rusty Warncke
Address: 1000 Krener Tap Road, College Station, Texas 77842
Install Site:
Phone: 979-764-9791
Fax:
Email: rwarncke@cstx.gov

CONTRACT #512-16
FOR PURCHASE THRU BUYBOARD.
PLEASE FAX YOUR PURCHASE ORDER
AND SIGNED QUOTE TO BUYBOARD
AND T.F. HARPER & ASSOCIATES LP
TO INSURE COMPLIANCE & RECEIPT
OF YOUR ORDER.

QUOTE #: 0209207-112-tfh
DATE: February 9, 2017
5/26/2017

Edelweiss Gardens Park

QTY	DESCRIPTION OF EQUIPMENT	TOTAL COST
1	Remove Existing Pea Gravel & Haul Off	\$3,250.00
1300	Prep Area for new concrete base	\$2,995.75
1300	Furnish and install 4" concrete base of new Bonded Rubber	\$11,635.75
1	Remove existing swing hardware, clean and paint swing frame	\$985.00
1	Furnish and install new chain, seats & shackles	\$1,685.65
1300	Install new Bonded Rubber Surfacing	\$15,535.00
	Bond, Additional Insurance & Drawing	\$1,116.00
	TOTAL	\$37,203.15

QUOTE IS VALID FOR 30 DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION.

NOT INCLUDED: Sales Tax, Permits/Bonds/Fees (if required), Site Work in Excess of Normal Installation (example: site prep - excavation/infill, concrete slab, french drains, excess rock removal), Sealed Engineered Drawings.

Any installation charges quoted are based upon a soil work site (not rocky) that is freely accessible by truck, no fencing, tree/landscaping or utility obstacles, etc.), and level (+/- 1-2% max slope). Any site work not expressly described is excluded. All underground utilities must be located and clearly marked before any work can begin. Installation of all products (equipment, borders, ground cover, amenities) are as quoted and approved by acceptance of quote/drawings. The installer is not responsible for any damages or re-work resulting from after-hours events or activities during the work in progress period. The customer is responsible for maintaining the integrity of completed installation work until components have seated and/or cured (concrete footings, etc.).

Payment Terms: 25% due with signed quote; Balance due upon completion of work and receipt of invoice.

Estimated Delivery: 7 to 10 weeks after receipt of order.

Accepted by: _____

Date: _____ P.O. # (if applicable): _____

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**CITY OF COLLEGE STATION
STANDARD FORM OF CONSTRUCTION AGREEMENT**

CONTRACT NO. 17300440

This Agreement is entered into by and between the **City of College Station**, a Texas home-rule municipal corporation (the "City") and **T.F. Harper & Associates, LP**, a corporation (the "Contractor"), for the construction and/or installation of **Improvements and Repairs to Various City Parks..**

1. DEFINITIONS

- 1.01. Calendar Day. A "calendar day" is any day of the week or month, no days being excepted.
- 1.02. City. Whenever the word "City" is used, it shall mean and be understood as referring to the City of College Station, Texas.
- 1.03. City's Representative. Whenever the words "City's Representative" or "Representative" are used, it shall mean and be understood as referring to the City Manager or his delegate, who shall act as City's agent. The City's Representative may inspect and issue instructions but shall not directly supervise the Contractor.
- 1.04. Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices times the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City.
- 1.05. Contract Documents. The term "Contract Documents" shall mean those documents listed in Paragraph 2.01.
- 1.06. Contractor. Whenever the word "Contractor" is used, it shall mean the person(s), partnership, or corporation who has agreed to perform the work embraced in this Agreement and the other Contract Documents.
- 1.07. Extra Work. The term "Extra Work" shall mean and include work that is **not** covered or contemplated by the Contract Documents but that may be required by City's Representative and approved by the City in writing **prior** to the work being done by the Contractor.
- 1.08. Final Completion. The term "Final Completion" shall mean that all the work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.
- 1.09. Interpretation of Phrases. Whenever the words "directed", "permitted", "designated", "required", "considered necessary", "prescribed", or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of City's Representative is intended. Similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, accepted by, or satisfactory to City's Representative.
- 1.10. Nonconforming work. The term "nonconforming work" shall mean work or any part thereof that is rejected by City's Representative as not conforming with the Contract Documents.
- 1.11. Parties. The "parties" are the City and the Contractor.

1.12. Project. The term "Project" shall mean and include all that is required to obtain a final product that is acceptable to the City. The term "work" shall have like meaning.

1.13. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due.

1.14. Substantially Completed. The term "Substantially Completed" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

1.15. Work. The term "work" as used in this Agreement shall mean and include all that is required herein to obtain a final product that is acceptable to the City. The term "Project" shall have like meaning. This Project includes the following:

Improvements and repairs to various City parks to include: Repair and/or replacement of playground equipment and playground surfacing.

1.16. Working Day. A "working day" means any day not including Saturdays, Sundays, or legal holidays.

2. CONTRACT DOCUMENTS

2.01. The Contract Documents and their priority shall be as follows:

- 2.01.01. This signed Agreement
- 2.01.02. Addendum to this Agreement
- 2.01.03. General Conditions
- 2.01.04. Special Conditions
- 2.01.05. Technical specifications
- 2.01.06. Drawings
- 2.01.07. Instructions to Bidders and any other notices to Bidders or Contractor
- 2.01.08. Performance bond, Payment bonds, Bid bonds and Special bonds
- 2.01.09. Contractor's Proposal

2.02. Where applicable, the Contractor will be furnished three (3) sets of plans, drawings, specifications, and related Contract Documents for its use during construction. Plans and specifications provided for use during construction shall be furnished directly to the Contractor only.

2.03. The Contractor shall distribute copies of the plans and specifications to suppliers and subcontractors as necessary. The Contractor shall keep one (1) copy of the plans and specifications accessible at the work site with the latest revisions noted thereon. For proper execution of the work contemplated by this Agreement, additional sets of drawings, plans and specifications may be purchased by the Contractor.

2.04. All drawings, specifications, and copies thereof furnished by the City shall not be re-used on other work, and with the exception of one (1) copy of the signed Contract Documents, all documents, including sets of the plans and specifications and "as built" drawings, are to be returned to the City on request at the completion of the work. All Contract Documents, models, mockups, or other representations are the property of the City. In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement, either or both in accordance with the City's interpretation. The terms and conditions

of this Clause 2.04, however, shall not relieve the Contractor of any of the obligations set forth in Paragraphs 8.01. and 8.02.

3. AWARD OF CONTRACT

3.01. Upon the award of the contract by the City Council, the parties shall execute this Agreement, and the Contractor shall deliver to City's Representative all documents, bonds, and certificates of insurance required herein.

3.02. **Time is of the essence of this Agreement.** Accordingly, the Contractor shall be prepared to perform the work in the most expedient and efficient possible manner in order to complete the work by the times specified in this Agreement for Substantial Completion and Final Completion. In addition, the Contractor's work on the Project shall be commenced on the date to be specified in the notice to proceed. The notice to proceed may be given by oral notification or set by City's Representative at the post-contract award conference. **The notice to proceed may not be given, nor may any work be commenced, until this Agreement is fully executed and complete, including all required exhibits and other attachments, particularly those required under Paragraphs 27 and 28 (Insurance & Bonds).**

3.03. **Contract Amount.** Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **Three Hundred Thirty-Nine Thousand Eight Hundred Fifty-Three and 30/100 Dollars (\$339,853.30)**

4. CITY'S REPRESENTATIVE

4.01. The Contractor shall forward all communications, written or oral, to the City through the City's Representative.

4.02. The City's Representative may periodically review and inspect the work of the Contractor.

4.03. The City's Representative shall appoint, from time to time, such subordinate supervisors or inspectors as City's Representative may deem proper to inspect the work performed under this Agreement and ensure that said work is performed in accordance with the plans and specifications.

4.04. The Contractor shall regard and obey the directions and instructions of City's Representative, any subordinate supervisors or inspectors appointed by the City provided such directions and instructions are consistent with the obligations of this Agreement.

4.05. Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within two (2) days from receipt of such order, make written appeal to City's Representative for his decision.

5. INDEPENDENT CONTRACTOR

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

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

5.03. Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the work by the Contractor. It shall be the responsibility of the Contractor to furnish a completed work product that meets the requirements of the City. Any additional work, material, or equipment needed to meet the intent of this specification shall be supplied by the Contractor *without* claim for additional payment, even though not specifically mentioned herein.

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

6. DISORDERLY EMPLOYEES

The Contractor agrees to employ only orderly and competent employees skillful in the performance of the type of work required, and agrees that whenever City's Representative shall inform the Contractor in writing that any person or persons on the work are, in his opinion, incompetent, unfaithful, or disorderly, such person or person shall be discharged from the work and shall not again be re-employed on the site or the Project without City's Representative's written permission.

7. HOURS OF WORK

The Contractor may work Monday through Friday from 7 a.m. to 6 p.m., exclusive of Saturdays, Sundays, or legal holidays. The Contractor may work overtime, weekends, and holidays only when approved in advance by the City's Representative. The time for Substantial Completion shall not be affected in any way by inclusion of this section or by the City's consent or lack of consent to work outside of the times specified in this Agreement.

8. NATURE OF THE WORK

8.01. It is understood and agreed that the Contractor has, by careful examination, studied and compared the various Drawings and other Contract Documents, satisfied itself as to the nature and location of the

work, the conditions of the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the work, the time needed to complete the work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the City as a request for information in such form as the City may require. However, the Contractor shall not perform any act or do any work on the Project that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

8.02. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the City, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or which reasonably should have been discovered or made known to the Contractor shall be reported promptly to the City.

8.03. If the Contractor fails to perform the obligations of Paragraphs 8.01. and 8.02., the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the City for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the City.

9. POST-AGREEMENT AWARD MEETINGS

9.01. Prior to the commencement of the work, the parties shall meet and attend a post-agreement award meeting at the time and place determined by City's Representative. At the post-agreement award meeting, the parties shall meet, discuss, and finalize all schedules, including commencement date, and/or specifications submitted for review. No later than ten (10) days prior to the post-agreement award meeting, the Contractor shall submit to City's Representative the following documents:

- (a) Schedules of work contemplated, including the starting and ending date, as well as an indication of the completion of stages of work hereunder.
- (b) The names and addresses of all proposed subcontractors in writing.
- (c) Schedules of the starting and ending dates of subcontractors and the scope of work contemplated for subcontractors.
- (d) Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.
- (e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof.
- (f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

9.02. The City's Representative, within five (5) working days after the initial post-agreement award conference or any other meetings, may submit minutes of the meeting to the Contractor. The Contractor shall thereafter have five (5) working days to review the minutes and make its objections, changes, or reductions thereto in writing. The Contractor shall thereafter sign the minutes and promptly return them to City's Representative. Where there is disagreement, City's Representative will make the final determination.

10. PROGRESS OF WORK

10.01. Unless otherwise specifically provided, the Contractor shall prosecute its work at such time and sessions, in such order of precedence, and in such manner as shall be most conducive to the economy of the Project; provided, however, that the order and time of prosecution shall be such that the Project shall be Substantially Completed in accordance with this Agreement, the plans and specifications, and within the time of completion designated in the schedules agreed upon by the parties.

10.02. Further, the parties shall be subject to the following:

- (a) The Contractor shall submit a progress schedule and payment schedule of the work contemplated by this Agreement at the initial post-agreement award meeting and subsequent meetings.
- (b) City's Representative shall be entitled to make objections to the Contractor's schedule submitted herein. The Contractor shall promptly resubmit a revised schedule to City's Representative.
- (c) The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.
- (d) The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list the order in which the Contractor proposes to carry on the work with dates at which the Contractor will start the several parts of the work and the estimated dates of completion of the several parts.
- (e) The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.
- (f) When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that conflicts will be avoided and the various work being done by and for the City shall be coordinated.
- (g) In the event that it is determined by the City that the progress of the work is not in accordance with the approved progress and payment schedule, the City may so inform the Contractor and require the Contractor to take such action as is necessary to insure completion of the Project within the time specified.

10.03. The process of approving Contractor's schedules and updates to Contractor's schedules shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Contractor's schedules. Approval of a contractor's schedules does not constitute a commitment by the City to furnish any City-furnished information or material any earlier than the City would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold the additional time and costs beyond its control to a minimum. The Contractor shall monitor the progress of the Work for conformance

with the requirements of the construction schedules and shall promptly advise the City of any delays or potential delays. In the event any schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any schedule constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

10.04. **Work Stoppage.** If in the judgment of either the City or City's Representative any of the work or materials furnished is not in strict accordance with this Agreement or any portion of the work is being performed so as to create a hazardous condition, they may, in their sole discretion, order the work of the Contractor or any sub contractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

11. SITE CONDITIONS AND MANAGEMENT

11.01. Where the Contractor is working around or in existing structures, it shall verify conditions at the site, including but not limited to, door openings and passages. Any items constructed or manufactured off-site or outside of buildings shall be done so that they are not too bulky for existing facilities. The Contractor shall provide special apparatus as required to handle any such items. All special handling equipment charges shall be at the Contractor's expense. Further, Contractor shall include in its price for the Work, all labor, materials, equipment and/or engineering services required to protect the adjacent properties and/or structures from damage due to performance of the Work.

11.02. The Contractor shall be responsible for all power, light, and water required to perform the work.

11.03. Throughout the progress of the work, the Contractor shall keep the working area free from debris of all types, and remove from premises all rubbish, resulting from any work being done by him. At the completion of the work, the Contractor shall leave the premises in a clean and finished condition. Any failure to do so may be remedied and charged back to the Contractor.

11.04. **Layout of Work.** Except as specifically provided herein, the Contractor shall lay out all work in a manner acceptable to City's Representative in accordance with applicable City of College Station codes and ordinances. City's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor at the construction meeting, or at the Contractor's request, but this review does not relieve the Contractor of the responsibility of accurately locating all work in accordance with the plans and specifications.

11.05. **Lines and Grades.** All lines and grades shall be furnished by the Contractor. Benchmarks and control stakes have been provided by the City's Representative. All benchmarks and control stakes shall be carefully preserved by the Contractor. In case of destruction or removal of the same by the Contractor, its subcontractors, or employees, such stakes, marks, etc. shall be replaced by the Contractor at the Contractor's expense. If the Contractor fails to do so, the City may do so and charge back the Contractor. Additional construction staking as needed for the work, including lines and grades, shall be the sole responsibility of the Contractor, and the Contractor shall receive no extra time or compensation therefor.

11.06. **Contractor's Structures.** The building or locating of structures for housing men or the erection of tents or other forms of protection will be permitted only at such places as City's Representative shall permit. The Contractor shall not damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the City. The City may charge the Contractor for any damage or injury to the City, its property, or third persons as a result of the location or use of such structures.

11.07. The Contractor and any entity over whom the Contractor has control shall not erect any sign on the Project site without the prior written consent of the City.

11.08. City may have other work related to the Project performed at the Project site during the time the Work is performed. Contractor should schedule its Work to coordinate with the work of other contractors and utilities with the understanding that some of that work may be performed at times other than as set out in the Contract Documents or as otherwise anticipated. City will endeavor to have such other work performed so as not to unduly interfere with Contractor's performance when Contractor notifies City of specific reasonable needs well in advance of those needs and where it is possible to do so. Although Contractor should anticipate some delays and interference to its sequence of Work because of work by other contractors and utilities, and will not be entitled to either an extension of time or additional compensation because of them, in the event of substantial delay caused by another contractor or a utility, after advance notice of its needs by Contractor, Contractor will be entitled to make a claim for an extension of time as provided herein.

11.09. When two or more contractors, including Contractor, are employed on related or adjacent work or obtain materials from the same material source, or when work must be completed by one contractor before another can begin, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor, including Contractor if applicable, shall be responsible to the other for all damage to work, to persons, or to property caused to the other by his operations, and for loss caused the other due to unreasonable or unjustified delays or failure to finish the work or portions thereof, or furnish materials within the time requested. Should Contractor cause damage to the work or property of any separate contractor at the Project site, or should any claim arising out of Contractor's separate contractor at the Project site, or should any claim arising out of Contractor's performance of the Work at the Project site be made by any separate contractor against Contractor, City or other consultants, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute. **Contractor shall, to the fullest extent permitted by applicable laws, indemnify and hold City harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against City to the extent based on a claim arising out of Contractor's negligence.**

12. MATERIALS

12.01. Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

12.02. All materials shall be approved by the City prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other

agreement reserving unto seller any right, title, or interest therein. Title to all materials, but not risk of loss, shall pass to the City upon delivery to the Project.

12.03. Where the City deems it necessary to supply materials, it may furnish to the Contractor the list of materials set forth in the attached "List of City Furnished Materials". Upon receipt of said materials, the Contractor shall immediately furnish to the City a written receipt. Moreover, the Contractor shall, on behalf of the City, accept delivery of the materials set forth in the attached "List of Materials Ordered by the City". Under such circumstances, the Contractor shall promptly forward to the City for payment the supplier's invoice together with the Contractor's receipt in writing for such materials.

- (a) Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.
- (b) Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.
- (c) Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.
- (d) The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.
- (e) Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense and shall be responsible for all shipping costs.

12.04. **Materials and supplies shall be new and of good quality.** Upon request, the Contractor shall supply proof of quality and manufacturer. No refurbished, reconditioned, or other previously utilized materials or supplies will be used without the prior signed authorization of City's Representative. The Contractor may utilize substitutes of equal quality and function only upon the prior written authorization of the City's Representative. The City's Representative may require documentation as to quality and function, including manufacturer's specifications, to insure that the proposed substitute is equal to the required material or supply. The City's Representative shall have sole discretion over the use of substitute materials and supplies. Contractor shall bear the risk of any delay in performance caused by submitting substitutions.

12.05. Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

13. ENTRY, OBSERVATION, TESTING & POSSESSION

13.01. The City reserves the right to enter the Project site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City further reserves the right to enter the Project site or sites for the purpose of performing such collateral work as the City may desire.

13.02. The City's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by City's Representative and shall give ample notice as to the time each part of the work will be ready for observation.

13.03. The City's Representative may require Contractor to remove, dismantle, or uncover completed work. If the work is not in accordance with the plans, specifications, or other Contract Documents, the Contractor shall pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. Unless Contractor is obligated to provide advance notice of inspection, prior to covering up the work, and fails to do so, if the work is in accordance with the plans, specifications, and other Contract Documents, the City shall pay the costs of repair and restoration of the work.

13.04. City shall have the right to take possession of and use any completed or partially completed portions of the Project prior to the time for completing the entire Project or such portions which may not have expired. The parties agree and understand that possession and use shall not constitute an acceptance of any work not completed in accordance with this Agreement. Further, insurance changes required to keep Contractor's insurance in effect shall be the responsibility of Contractor.

14. REJECTED WORK

14.01. All work deemed not in conformity with this Agreement as determined by the City in its sole discretion, may be rejected by the City. City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the work in accordance with the requirements of this Agreement and the other Contract Documents.

14.02. If the work or any part thereof is rejected by the City, it shall be deemed by City's Representative as not in conformity with this Agreement. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

(a) The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.

(b) If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

15. SUBCONTRACTING & SUBCONTRACTORS

15.01. The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this Agreement. The Contractor further agrees that subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its full obligation to the City as provided by this Agreement.

15.02. Subcontractors must be approved by City's Representative prior to hiring or beginning any work on the Project. If City's Representative judges any subcontractor to be failing to perform the work in strict accordance with the drawings and specifications, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement.

Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

16. PAYMENT

16.01. The City stipulates that it is an exempt organization as defined by the Limited Sales, Excise and Use Tax Act and, as such, is exempt from the payment of the sales tax on materials and supplies used in the performance of this Contract. The Contractor shall issue exemption certificates to its suppliers and Subcontractors in lieu of said sales tax for all such materials and supplies, and said exemption certificates must comply with the State Comptroller's Ruling No. 95-0.07 and shall be subject to the provision of the State Comptroller's Ruling No. 95-0.09, effective October 1, 1969.

16.02. **Progress Payment Applications.** The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by City's Representative. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require. This schedule, unless objected to by the City, shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 15th day of each month, the Contractor shall submit to City's Representative, for approval or modification, a statement showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the *preceding* month. The statement shall also include the value of all materials not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the work.

16.03. **Progress Payments.** On or before the 30th calendar day following the City's receipt of a progress payment application made in conformity with Paragraph 16.02, the City shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment, and the recommendation and approval of City's Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of work completed by the Contractor and approved by the City, but in each case less the aggregate of payments previously made, less retainage, and less amounts as City's Representative shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion, including the delivery of all close out documents, such as "as built" drawings, warranties, guarantees, required additional materials, releases, operation and maintenance manuals, and acceptance of the work in accordance with this Agreement, the City shall pay the remainder of the balance due under this Agreement, less any sums withheld under other terms of this Agreement and less the retainage, which shall be retained for a period of thirty (30) calendar days from the date of Final Completion. Acceptance of retainage by Contractor shall constitute a Waiver and Release of all claims by Contractor.

16.04. **Retainage.** From each approved statement, the City shall retain until final payment, ten percent (10%), where the full contract amount is less than \$400,000.00, and five percent (5%), where the full contract amount is \$400,000.00 or more. The City may also retain from each approved statement any other sums authorized under the terms of this Agreement.

16.05. If the actual amount of work to be done and the materials to be furnished differ from estimates and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.

16.06. Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. In the event that materials have been delivered prior to notice of such reduction, the City will have the option either to pay freight & transportation costs and any re-stocking charges actually incurred by the

Contractor or to purchase the materials. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job, whether bid on a unit price or lump sum basis.

16.07. The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the work hereunder. The Contractor shall not and shall have no authority whatsoever to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

16.08. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

16.09. Unless otherwise provided in the Contract Documents:

- (a) allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances;
- (c) whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Paragraph 16.9(a) and (2) changes in the Contractor's costs under Paragraph 16.9(b).

16.10. **Suspension of Payments.** The City, at any time, may suspend monthly progress payments on the work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the work due to actual default or that the Contractor has represented or done some act that indicates that it will not complete the work in accordance with this Agreement or within the time period submitted in its bid. Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

16.11. **Withhold Funds.** Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under Paragraph 16.04, withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following, or as otherwise provided in this Agreement:

- (a) Defective work.
- (b) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.
- (c) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.
- (d) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.
- (e) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.
- (f) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.
- (g) City's determination of an amount of liquidated damages.
- (h) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.

- (i) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.

Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

17. EXTRA WORK CHARGES

17.01. No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City.

17.02. For construction contracts funded in whole or in part by Certificates of Obligations, for "Extra Work," as defined in Paragraph 1.07 and authorized through written change orders, and pursuant to Section 271.060 of the Texas Local Government Code, a contract with an original contract price of \$1 million or more may not be increased by more than ***twenty-five percent (25%)***. If a change order for a construction contract funded in whole or in part with certificates of obligation that has an original price of less than \$1 million increases the contract amount to \$1 million or more, subsequent change orders may not increase the revised contract amount by more than ***twenty-five percent (25%)***. Written change orders may be made or approved by the City Manager or his delegate if the change order is less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of **Fifty Thousand Dollars (\$50,000.00)** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non included cost.

17.03. The Contractor shall complete all work as specified or indicated in the Contract Documents. The Contractor shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the work shall not excuse the Contractor from performing all the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the Contractor fails to perform the work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the work and the Contractor shall assume and pay the costs of the performance of the work as contracted.

- (a) It is agreed that the Contractor shall perform all Extra Work under the direction of City's Representative when presented with a written work order signed by City.
- (b) **No claim for Extra Work of any kind will be allowed unless ordered in writing by the City.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to City's Representative for a written order from City authorizing such Extra Work.
- (c) Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the City insists upon its performance, then the Contractor shall proceed with the work after making written requests for written orders in a change order and shall keep adequate and accurate account of the actual field costs therefor, as provided under Method C.
- (d) It is also agreed that the compensation to be paid to the Contractor for performing Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices, or
Method B - By agreed lump sum, or
Method C - If neither Method A nor Method B is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the actual field cost of the work.

(e) **Method A - Unit Prices.** The Contractor agrees to perform Extra Work for the unit prices in the Contractor's Proposal. The Contractor also agrees and warrants that when it is necessary to construct units not shown in the Contract Documents, it shall construct such units for a price arrived at as follows:

- (1) The cost of materials shall be determined by the invoices;
- (2) The cost of labor shall be the reasonable cost thereof, as determined by the City, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio. Provided, however, that the ratio shall be calculated for only those units that are similar to the new unit for which a price is to be determined.

(f) **Method B - Lump Sum.** The lump sum shall be reasonably close to the amount for similar work previously done or combinations of similar units. Invoices for materials used shall be provided in support of the agreed lump sum.

(g) **Method C - Actual Field Costs.** The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property damage, worker's compensation, and all other insurance as may be required by law or ordinances or required and agreed to by the City or City's Representative. City's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these accounts shall be made available to City's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs shall not exceed the prevailing market price therefor within reasonable tolerances as determined by City's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:

- (1) No indirect or consequential damages will be allowed.
- (2) All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.
- (3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- (4) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the

total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

18. TIME OF COMPLETION

18.01. The date of beginning, the time for Substantial Completion and Final Completion of work as specified in this Agreement are of the essence of this Agreement.

18.02. The work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed may be given orally or set by the City's Representative at the post-award conference.

18.03. The work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative. The Contractor bid 90 calendar days for the time within which it shall reach Substantial Completion of the Project.

18.04. The work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion.

19. SUBSTANTIAL COMPLETION

19.01. The Contractor shall notify City's Representative when, in the Contractor's opinion, the contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given City's Representative written notice that the work has been Substantially Completed, City's Representative shall inspect the work for the preparation of a final punch list.

(a) If City's Representative and the City find that the work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the work. City's Representative shall not be required to provide a list of unfinished work.

(b) If the City Representative and City find that the work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

19.02. The Substantial Completion of the work shall not excuse the Contractor from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents.

20. FINAL COMPLETION

20.01. Contractor shall notify the City's Representative when it believes that the work has reached Final Completion as defined in Paragraph 1.08. If the City's Representative and the City accept and deems such work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

20.02. The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

20.03. Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the

City, the Contractor shall remedy any defects and pay for any damage to other work which may appear after final acceptance of the work.

21. DELAYS

21.01. The Contractor, in undertaking to complete the work within the times herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such work, whether growing out of delays in securing material or workmen or delays arising from inclement weather or otherwise.

21.02. The City may, in its sole discretion, delay the work during inclement weather in order to preserve the Project, insure safety of work forces, and the preservation of materials and equipment. In such event and upon a written request from the Contractor, the City may grant an extension of time pursuant to Paragraph 22 to offset for such stoppage of the work.

21.03. In the event of delays resulting from changes ordered in the work by the City or other delays caused by the City or for the City's convenience, the Contractor may apply to the City for recovery of incidental damages resulting from increased storage costs or other costs necessary to protect the value of the work. In no event shall any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

22. EXTENSIONS OF TIME

The Contractor has submitted its proposal in full recognition of the time required for the completion of this Project, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor has considered the liquidated damage provision of this Agreement and understands and agrees that it shall not be entitled to, nor will it request, an extension of time for either Substantial Completion or Final Completion, except when the work has been delayed by one or more of the following:

- (1) an act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;
- (2) by changes ordered in the work, or reductions thereto approved in writing;
- (3) by "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the Texas A&M University weather service; or
- (4) by other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's proposal or decision to bid.

If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, within thirty (30) days of the occurrence of the event causing the delay, submitting therewith all written justification as may be required by the City's Representative. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the City shall, in writing and in its sole discretion, grant or deny the request. Under no circumstances shall any extension of time by the City be valid and binding unless it is in writing and in conformity with the other terms of this Agreement.

23. LIQUIDATED DAMAGES

23.01. The time for the Substantial and Final Completion of the work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the

average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

23.02. As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Paragraph 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of **One Hundred Eighty and NO/100 DOLLARS (\$180.00)** for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

24.01. The Contractor shall be liable for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the City will be made and charged to the Contractor by the City.

24.02. The Contractor shall take the necessary precautions to protect any areas adjacent to its work.

24.03. The work specified consists of all work, materials, and labor required by the City to repair any damage to the property of the City, including but not limited to structures, roadways, curbs, parking areas, and sidewalks.

25. WARRANTY

25.01. Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (1) year as follows:

The Contractor warrants that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative and that all work will be of good quality, free from faults and defects, and in conformance with this Agreement, the other Contract Documents, and recognized industry standards.

25.02. All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

25.03. This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Contractor.

25.04. Where more than a one (1) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

25.05. This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Agreement.

25.06. **Defective Work Discovered During Warranty Period.** If any of the work is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this Agreement within one (1) year after the date of the issuance of a certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly correct the defective work at no cost to the City.

25.07. After receipt of written notice from the City to begin corrective work, the Contractor shall promptly begin the corrective work. The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

25.08. If within ten (10) calendar days after the City has notified the Contractor of a defect, failure, or abnormality in the work, the Contractor has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by the Contractor or its surety.

25.09. The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

25.10. The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the work.

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

26.01. **Wage Rates.** Pursuant to Section 2258.023(a) of the Texas Government Code, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages attached hereto as Exhibit A.

26.02. **Statutory Penalty.** Pursuant to Section 2258.023(b) of the Texas Government Code, if the Contractor or any subcontractor violates the requirements of Paragraph 26.01, the Contractor or subcontractor as the case may be shall pay the City **Sixty Dollars (\$60.00)** for each worker employed for each calendar day or part of the day that the worker is paid less than the stipulated wage rates.

26.03. The Contractor and each subcontractors shall pay all of their employees engaged in work on the Project in full (less mandatory legal deductions) in cash or by check readily cashable, without discount, no less than once each week.

26.04. No later than the seventh (7th) calendar day following the payment of wages, the Contractor must file with City's Representative a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, their classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit shall state that the copy is a true and correct copy of such payroll and that no rebates or deductions (except as shown) have been made or will be made in the future from the wages therein shown.

26.05. **Payment of Subcontractors.** The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and for insuring that no claims or liens of any type arising out of or incidental to the performance of any services performed pursuant to this Agreement are filed against any property owned by the City. In the event a statutory lien notice is sent to the City, the Contractor shall, where no payment bond covers the work, upon written notice from the City, immediately obtain a bond at its expense and hold the City harmless from any losses that may result from the filing or enforcement of any said lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

26.06. **Affidavit of Bills Paid.** Prior to Final Acceptance of the Project, the Contractor shall provide a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the Contractor has been notified.

27. INSURANCE

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

28. BOND PROVISIONS

28.01. Pursuant to Section 2253.021 of the Texas Government Code, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds \$50,000, and a performance bond is required if the Contract Amount exceeds \$100,000. Below those amounts, the City *may* require payment and/or performance bonds. In the event a performance or payment bond or both is required either by law or in the City's discretion, such bonds shall be executed in accordance with all requirements of Article 7.19-1 of the Texas Insurance Code, all other applicable law, and the following:

- (a) The Contractor shall execute performance and payment bonds for the full Contract Amount.
- (b) The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.
- (c) The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit C, together with valid original powers of attorney, **at the time of execution of this Agreement and prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit C**.
- (d) The performance and payment bonds shall remain in effect for a period of one (1) year after Final Completion of the work and shall be extended for any warranty work to cover the warranty period.
- (e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

28.02. The Contractor may make such changes and alterations as the City may require in the work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim

for damages or anticipated profits. If the City makes changes or alterations that render useless any work already done or material already used in said work, then the City shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned, in accordance with the provisions of Article 17.

29. SURETY

29.01. If the Contractor has abandoned the Project or the City has terminated the contract for cause and the Contractor's Surety, after notice demanding completion is sent, fails to commence the completion of the work in compliance with this Agreement, then the City at its option may provide for completion of the work in either of the following manners:

29.01.01. The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to said the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

29.01.02. The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Paragraph 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

29.02. Should the cost to complete the work exceed the Contract Amount and the Contractor fails to pay the amount due to the City within the time designated and there remains any machinery, equipment, tools, materials, or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City's Representative to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

29.03. In the event the account shows that the cost to complete the work is less than that which would have been the cost to City had the work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the site of the work shall be turned over to the Contractor.

30. COMPLIANCE WITH LAW

30.01. The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, codes, and directions of inspectors appointed by proper authorities having jurisdiction.

30.02. The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

30.03. The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

31. SAFETY PRECAUTIONS

31.01. All safety measures, policies and precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the College Station Fire Department marked "Attn.: Assistant Chief".

31.02. The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary.

31.03. The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

31.04. Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in Paragraph 31.07, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as hereafter defined at Paragraph 31.07). **In the event Contractor engages in any of the activities prohibited in this Paragraph 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its respective officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this Paragraph 31.04.**

31.05. In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner violative of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to City in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of City if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project site, **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from Contractor's failure to stop the Work.**

31.06. City and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be

required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

31.07. For purposes of this Agreement, the term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which are defined as a hazardous substance by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). It is the Contractor's responsibility to comply with this Paragraph 31.07 based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

32. TRENCH SAFETY

The Contractor must comply with Texas law regarding trench excavation exceeding five feet in depth and in accordance with the following items:

32.01 The Contractor must comply with the requirements of Tex. Health & Safety Code Ann. §756.022-023 (Vernon 1992), as amended, and the requirements of 29 C.F.R., Sections 1926.650 through 1926.653 inclusive, "Excavation, Trenching and Shoring," of the Occupational Safety and Health Administration Standards, as amended.

32.02 The Contractor must include a separate pay item for trench safety complying with trench safety requirements, stating a unit price per linear foot of trench safety systems, as measured along the centerline of trench including manholes and other line structures.

32.03 Before beginning work on this project, the Contractor must submit to the City a complete trench safety program that complies with state and federal regulations. It is the sole duty, responsibility and prerogative of the Contractor, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

32.04 The Contractor must provide the City the name of the "competent person" required by OSHA standards to perform the trench safety inspections. The Contractor must make daily inspections to ensure that the systems comply with all applicable laws and regulations, and must maintain a permanent record of daily inspections available for examination by the City or other government authority.

32.05 If evidence of possible cave-ins or slides is apparent, the Contractor must cease all work in the trench and surrounding area until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench.

33. INDEMNITY

33.01. CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON

UNDER THIS CONTRACT. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.

33.02. The indemnifications contained in paragraphs 33.01 shall include but not be limited to the following specific instances:

- (a) In the event the City is damaged due to the act, omission, mistake, fault or default of the Contractor, then the Contractor shall indemnify and hold harmless and defend the City for such damage.**
- (b) The Contractor shall indemnify and hold harmless and defend the City from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.**
- (c) The Contractor shall indemnify and hold harmless and defend the City from any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.**
- (d) The Contractor shall be responsible for any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.**
- (e) The Contractor shall also be responsible for the removal of all related debris.**
- (f) The Contractor shall also be responsible for subcontractors hired by it.**
- (g) The Contractor shall indemnify, hold harmless, and defend the City from any liability caused by the Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.**

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

33.04. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 33.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

34. RELEASE

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

35. PERMITS AND LICENSES

The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

36. ROYALTIES AND LICENSING FEES

The Contractor shall pay all royalties and licensing fees. The Contractor shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of patents, materials and methods used in the Project. It shall defend all suits or claims for infringement of any patent rights. Further, if the Contractor has reason to believe that the design, service, process, or product specified is an infringement of a patent, it shall promptly give such information to City's Representative.

37. BREACH OF CONTRACT & DAMAGES

37.01. The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

37.02. Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

- (a) If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or
- (b) If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or
- (c) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

38. TERMINATION FOR CAUSE

Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety at any time for any of the following:

38.01. If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or

38.02. If a receiver, trustee, or liquidator of any of the property or income of the Contractor shall be appointed; or

38.03. If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

38.04. If the Contractor shall fail to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or

38.05. If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or

38.06. If the Contractor abandons the Work.

38.07. If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

39. TERMINATION FOR CONVENIENCE

39.01. The performance of the work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the work is terminated, and the date upon which termination becomes effective.

39.02. In the event of termination for convenience, the Contractor shall only be paid the reasonable value of the Work performed prior to the effective date of the termination notice and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience, Contractor Waives and Releases any claim for lost profit, other than profit on Work performed prior to the effective date of such termination.

40. RIGHT TO COMPLETE

If this Agreement is terminated for cause, the City shall have the right but shall not be obligated to complete the work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment, without rental obligation therefor, and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the work itself or by others, pursuant to the foregoing, then the Contractor and/or Contractor's surety will reimburse City for all costs incurred by the City (including, without limitation, applicable, general, administrative expenses, field overhead, the cost of necessary equipment, materials, field labor, additional fees paid to architects, engineers, attorneys or others to assist the City in connection with the termination and liquidated damages) in completing and/or correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

41. CLOSE OUT

41.01. After receipt of a notice of termination, whether for cause or convenience, unless otherwise directed by City's Representative, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including the protection of City's property). Among other things, the Contractor shall, except as otherwise directed or approved by City's Representative, do the following:

- (a) Stop the work on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the work as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination;
- (d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;
- (f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred; and/or

42. TERMINATION CONVERSION

Upon determination of Court of competent jurisdiction that termination of the Contractor pursuant to Paragraph 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Paragraph 39 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Paragraph 39.

43. HIRING

During the term of this Agreement and for a period of one (1) year thereafter, the Contractor agrees not to solicit for hire any employee or employees of the City that were associated with work specified under this Agreement. In the event that this provision is breached by the Contractor, the Contractor agrees to pay the City damages in the amount equal to twelve (12) months of the employee's total compensation plus any legal expenses associated with enforcement of this provision.

44. ASSIGNMENT

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

45. EFFECTIVE DATE

The effective date of this contract shall be the date of award of the contract.

46. OTHER TERMS

46.01. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

46.02. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

46.03. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

46.04. **Amendment.** No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

46.05. **Mediation.** After receipt of a Notice of Claim, the Owner may elect to refer the matter to the Architect, Owner's Representative or another party for review. Contractor will attend meetings called to review and discuss the Claims and mitigation of the problem, and shall furnish any reasonable factual backup for the Claim requested. The Owner may also elect to defer consideration of the Claim until the Work is completed, in which case the same review options shall be available to the Owner at the completion of the Work. At any stage, the Owner, at its sole discretion, is entitled to refer a Claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and, if this referral is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a Claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any claim, excepting termination or under Owner's direction to stop the Work. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall share the Mediator's fee and any filing fees equally and the Mediation shall be held in College Station, Texas.

46.06. **Arbitration.** In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

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

46.08. **Authority to do business.** The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this contract.

46.09 **Authority to Contract.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

46.10. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

46.11. **Headings, Gender, Number.** The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

46.12. **Agreement Read.** The parties acknowledge that they have had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.

46.13. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

46.14. **Notice of Indemnification.** City and Contractor hereby acknowledge and agree that this Agreement contains certain indemnification obligations and covenants.

T.F. Harper & Associates, LP
T.F. HARPER & ASSOCIATES, L.P.

By: Harper Services, LLC
general partner of T.F. Harper & Associates, LP
By: _____
Printed Name: Thomas F. Harper 7.13.17
Title: Manager of Harper Services, LLC
Thomas F. Harper, Manager of Harper Services, LLC
in its capacity as general partner for T.F. Harper & Associates, LP

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

EXHIBIT A
Insert Appropriate Davis Bacon Wage Rates

General Decision Number: TX170016 01/06/2017 TX16

Superseded General Decision Number: TX20160016

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClellon and Williamson Counties) and HIGHWAY Construction Projects

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

* SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.56	
ELECTRICIAN.....	\$ 26.35	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 12.94	
Structures.....	\$ 12.87	
LABORER		

Asphalt Raker.....	\$ 12.12
Flagger.....	\$ 9.45
Laborer, Common.....	\$ 10.50
Laborer, Utility.....	\$ 12.27
Pipelayer.....	\$ 12.79
Work Zone Barricade	
Servicer.....	\$ 11.85

PAINTER (Structures).....\$ 18.34

POWER EQUIPMENT OPERATOR:

Agricultural Tractor.....	\$ 12.69
Asphalt Distributor.....	\$ 15.55
Asphalt Paving Machine.....	\$ 14.36
Boom Truck.....	\$ 18.36
Broom or Sweeper.....	\$ 11.04
Concrete Pavement	
Finishing Machine.....	\$ 15.48
Crane, Hydraulic 80 tons	
or less.....	\$ 18.36
Crane, Lattice Boom 80	
tons or less.....	\$ 15.87
Crane, Lattice Boom over	
80 tons.....	\$ 19.38
Crawler Tractor.....	\$ 15.67
Directional Drilling	
Locator.....	\$ 11.67
Directional Drilling	
Operator.....	\$ 17.24
Excavator 50,000 lbs or	
Less.....	\$ 12.88
Excavator over 50,000 lbs...	\$ 17.71
Foundation Drill, Truck	
Mounted.....	\$ 16.93
Front End Loader, 3 CY or	
Less.....	\$ 13.04
Front End Loader, Over 3 CY.	\$ 13.21
Loader/Backhoe.....	\$ 14.12
Mechanic.....	\$ 17.10
Milling Machine.....	\$ 14.18
Motor Grader, Fine Grade....	\$ 18.51
Motor Grader, Rough.....	\$ 14.63
Pavement Marking Machine....	\$ 19.17
Reclaimer/Pulverizer.....	\$ 12.88
Roller, Asphalt.....	\$ 12.78
Roller, Other.....	\$ 10.50
Scraper.....	\$ 12.27
Spreader Box.....	\$ 14.04
Trenching Machine, Heavy....	\$ 18.48

Servicer.....\$ 14.51

Steel Worker

Reinforcing.....	\$ 14.00
Structural.....	\$ 19.29

TRAFFIC SIGNAL INSTALLER

Traffic Signal/Light Pole
Worker.....\$ 16.00

TRUCK DRIVER

Lowboy-Float.....\$ 15.66
Off Road Hauler.....\$ 11.88
Single Axle.....\$ 11.79
Single or Tandem Axle Dump
Truck.....\$ 11.68
Tandem Axle Tractor w/Semi
Trailer.....\$ 12.81

WELDER.....\$ 15.97

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

1. Payment greater than prevailing wage rate as listed within this document not prohibited per Texas Government Code, Chapter 2258, Prevailing Wage Rates, Subchapter A. General Provisions.
2. Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.
3. The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 & 1/2) times the base hourly rate.
4. The rates listed are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew.

Exhibit B
INSURANCE REQUIREMENTS

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

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Umbrella / Excess Liability – required for contract amounts exceeding \$1,000,000
- D. Workers' Compensation
- E. Builder's Risk – provides coverage for contractor's labor and materials for a project during construction that involves a structure such as a building or garage. builder's risk policy shall be written on "all risks" form.

II. General Requirements Applicable to All Policies:

- A. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
- B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- C. "Claims Made" policies are not accepted.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of College Station.
- E. Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.
- F. The City of College Station, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.
- C. Coverage shall be at least as broad as ISO form GC 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

- E. The coverage shall 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, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- C. Coverage shall be at least as broad as Insurance Service's Office Number CA 00 01.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- E. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- F. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00.

V. Excess Liability

Umbrella form excess liability coverage following the form of the underlying coverage with a minimum limit of \$5,000,000.00 or the total value of the contract, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding \$1,000,000 in total value.

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

VII. Workers Compensation Insurance

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

used.

- B. Workers compensation insurance shall include the following terms:
1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- C. Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. Definitions:

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

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

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

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.*
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*

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

calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

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

- J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."*

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

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

Exhibit C
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Project No. 17300440

THE STATE OF TEXAS

Bond# 4401140

THE COUNTY OF BRAZOS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, T.F. Harper & Associates, LP, as Principal, hereinafter called "Contractor" and the other subscriber hereto FCCI Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of **Three Hundred Thirty-Nine Thousand Eight Hundred Fifty-Three and 30/100 Dollars (\$339,853.30)** for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of College Station for the construction and/ or installation of Improvements and Repairs to Various City Parks all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

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

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

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

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless the City of College Station from any liability, loss, cost, expense, or damage arising out of or in connection

with the work done by the Contractor under the Contract. In the event that the City of College Station shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees incurred by the city in connection with such suit.

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

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

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

ATTEST and SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

By: *Cindi Chrostek*
Name: *Cindi Chrostek*
Title: *Office Manager*

T.F. Harper & Associates, LP
(Name of Contractor)
By: *Thomas F. Harper*
Name: *Thomas F. Harper*
Title: *Partner*
Date: *6/05/2017*

ATTEST/WITNESS (SEAL)

By: *Helen V. Perez*
Name: *Helen V. Perez*
Title: *Secretary*
Date: *July 13, 2017*

FCCI Insurance Company
(Full Name of Surety)
6300 University Parkway, Sarasota, FL 34240
(Address of Surety for Notice)

By: *Robert James Nitsche*
Name: *Robert James Nitsche*
Title: *Attorney-in-Fact*
Date: *July 13, 2017*

REVIEWED:

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

City Attorney's Office

City Manager

NOTE: Date of bonds must be equal to or after the date of execution by City.

TEXAS STATUTORY PAYMENT BOND

Project No. 17300440

THE STATE OF TEXAS

§

Bond# 4401140

THE COUNTY OF BRAZOS

§

KNOW ALL MEN BY THESE PRESENTS:

§

THAT WE, T.F. Harper & Associates, LP, as Principal, hereinafter called "Principal" and the other subscriber hereto FCCI Insurance Company, a corporation organized and existing under the laws of the State of Florida, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of **Three Hundred Thirty-Nine Thousand Eight Hundred Fifty-Three and 30/100 Dollars (\$339,853.30)** for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of College Station, dated the ____ day of _____, 200__, for the construction and/ or installation of Improvements and Repairs to Various City Parks, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

ATTEST and SEAL: (if a corporation) (SEAL)

WITNESS: (if not a corporation)

By:

Cendi Chasteck

Name: *Cendi Chasteck*

Title: *office manager*

T.F. Harper & Associates, LP

(Name of Contractor)

By:

Thom F Harper

Name: *thomas F Harper*

Title: *Partner*

Date: *6/05/2017*

ATTEST/WITNESS (SEAL)

By:

Helen V. Perez

Name: Helen V. Perez

Title: Secretary

Date: July 13, 2017

FCCI Insurance Company

(Full Name of Surety)

6300 University Parkway, Sarasota, FL 34240

(Address of Surety for Notice)

By:

Robert James Nitsche

Name: Robert James Nitsche

Title: Attorney-in-Fact

Date: July 13, 2017

REVIEWED:

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

City Attorney's Office

City Manager

NOTE: Date of bonds must be equal to or after the date of execution by City.



More than a policy. A promise.

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Robert James Nitsche; Craig Parker; Kenneth Nitsche; Robert K Nitsche; Gary A Nitsche

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$5,000,000): \$5,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 22ND day of September, 2011.

Attest:

Craig Johnson, President
FCCI Insurance Company



Thomas A. Koval Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020

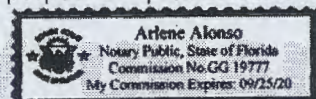


Arlene Alonso
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 13th day of July, 2017

Thomas A. Koval, Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary



Exhibit D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/31/2017

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

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

PRODUCER Watkins Insurance Group-Austin 3834 Spicewood Springs Rd, St 100 Austin TX 78759		CONTACT NAME: Elizabeth Dixon PHONE (A/C, No, Ext): 512-452-8877 FAX (A/C, No): 512-452-0999 E-MAIL ADDRESS: edixon@watkinsinsurancegroup.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Cincinnati Insurance Company	
		INSURER B: Texas Mutual Insurance Company	
		INSURER C: StarStone National	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 902188800

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			EPP 0179837	2/9/2017	2/9/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			EPP 0179837	2/9/2017	2/9/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000			71292M172ALI	2/9/2017	2/9/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y ☐ N	N/A	TSF0001141452	2/17/2017	2/17/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Property			EPP 0179837	2/9/2017	2/9/2018	Building 227,032 Business Pers. Prop. 228,000 Deductible 1,000

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

Re: Contract: 17300440

City of College Station is included as an additional insured on the general liability policy with waiver of subrogation on the general liability and workers compensation policies where required by written contract. General liability is primary and non-contributory when required by written contract. 30 day notice of cancellation endorsement applies when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of College Station
PO Box 9960
College Station TX 77842

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

AUTHORIZED REPRESENTATIVE

Patricia L. Watkins

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage	2
2. Unintentional Failure to Disclose Hazards	7
3. Damage to Premises Rented to You.....	8
4. Supplementary Payments	9
5. Medical Payments.....	9
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.).....	9
7. 180 Day Coverage for Newly Formed or Acquired Organizations	10
8. Waiver of Subrogation	10
9. Automatic Additional Insured - Specified Relationships:	10
• Managers or Lessors of Premises;	
• Lessor of Leased Equipment;	
• Vendors;	
• State or Political Subdivisions - Permits Relating to Premises;	
• State or Political Subdivisions - Permits; and	
• Contractors' Operations	
10. Broadened Contractual Liability - Work Within 50' of Railroad Property	14
11. Property Damage to Borrowed Equipment	14
12. Employees as Insureds - Specified Health Care Services:	14
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• Emergency Medical Technicians; and	
• Paramedics	
13. Broadened Notice of Occurrence.....	14

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
Aggregate Limit: \$ 3,000,000
Deductible: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- a.** The Each Occurrence Limit shown in the Declarations; or
- b.** \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a.** Bail bonds: \$ 1,000
- b.** Loss of earnings: \$ 350

5. Medical Payments

Medical Expense Limit: \$ 10,000

6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance (Each Occurrence)

Coverage **a.** \$1,000

Coverage **b.** \$5,000 unless otherwise stated \$ _____

Deductibles (Each Occurrence)

Coverage **a.** \$250

Coverage **b.** \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
TOTAL ANNUAL PREMIUM			\$

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

C. Coverages:

1. Employee Benefit Liability Coverage

- a.** The following is added to **SECTION I - COVERAGES: Employee Benefit Liability Coverage.**

(1) Insuring Agreement

- (a)** We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1)** The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- 2)** Our right and duty to defend ends when we

have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b)** This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

- 1)** Occurs during the policy period; or
- 2)** Occurred prior to the effective date of this endorsement provided:
 - a)** You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
 - ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and
- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past per-

formance of investment vehicles; or

- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employ-

ment-related practices, acts or omissions; or

- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:

- (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- (2) Each of the following is also an insured:

- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
- (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

- (a) Insureds;

- (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

- (b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

- (c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

- (d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- (1) Item **2. Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 5. **Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, SECTION V - DEFINITIONS** is amended as follows:

- (1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation

in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security

benefits, workers' compensation and disability benefits; and

- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.
8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

- a. The last Subparagraph of Paragraph 2. **SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than i. **War** and the **Nuclear Energy Liability Exclusion**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
- 1) Assumed in any contract; or
 - 2) Loss caused by or resulting from any of the following:
 - a) Wear and tear;
 - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - c) Smog;
 - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;

- e) Settling, cracking, shrinking or expansion; or
- f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (b) Loss caused directly or indirectly by any of the following:

- 1) Earthquake, volcanic eruption, landslide or any other earth movement;
- 2) Water that backs up or overflows from a sewer, drain or sump;
- 3) Water under the ground surface pressing on, or flowing or seeping through:
 - a) Foundations, walls, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.

- (c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

- 1) You did your best to maintain heat in the building or structure; or
- 2) You drained the equipment and shut off the water supply if the heat was not maintained.

- (d) Loss to or damage to:

- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- 2) The interior of any building or structure, or to personal property in the building or structure

caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section **B. Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section **B. Limits of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits of Insurance, 4.b.** Loss of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits of Insurance, 5. Medical Payments** of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

a. Voluntary Property Damage Coverage

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

(1) Damage is caused by the insured; or

(2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. Care, Custody or Control Liability Coverage

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

b. Deductible Clause

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (2) Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph **a.** of Paragraph **4.** is hereby deleted and replaced by the following:

- a.** Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

- a.** The following is hereby added to **SECTION II - WHO IS AN INSURED:**

- (1) Any person or organization described in Paragraph **9.a.(2)** below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:

- 1) Currently in effect or becomes effective during the policy period; and
- 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

- (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after

you cease to be a tenant in that premises.

- 2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph **9.a.(1)** above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - 1) The insurance afforded the vendor does not apply to:
 - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b) Any express warranty unauthorized by you;
 - c) Any physical or chemical change in the product made intentionally by the vendor;
 - d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
 - a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-

companying or containing such products; or

- b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

- (d) Any state or political subdivision with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - 2) The construction, erection, or removal of elevators; or
 - 3) The ownership, maintenance, or use of any elevators covered by this insurance.
- (e) Any state or political subdivision with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, subject to the following provisions:
 - 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

- (f) Any person or organization with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

- (3) Any insurance provided to an additional insured designated under Paragraph **9.a.(2)**:

- (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";
- (b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or
- (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - 1) Defects in design furnished by or on behalf

of the additional insured; or

- 2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

- b) Supervisory, inspection, architectural or engineering activities.

- 3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.

- b. Only with regard to insurance provided to an additional insured designated under Paragraph **9.a.(2)** Subparagraph **(f)** above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

- (1) Condition **5. Other Insurance** is amended to include:

- (a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as re-

spects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

- (b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- 1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

- 2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

- (2) Condition **11. Conformance to Specific Written Contract or Agreement** is hereby added:

11. Conformance to Specific Written Contract or Agreement

With respect to additional insureds described in Paragraph **9.a.(2)(f)** above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or
- b. Include coverage for completed operations; or
- c. Include coverage for "your work";

and where the limits or coverage provided to the addi-

tional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs **9.a.(3)(a)**, **9.a.(3)(b)** or **9.b.** above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number **CG 20 10** but does not specify which edition, or specifies an edition that does not exist, Paragraphs **9.a.(3)(a)** and **9.a.(3)(b)** of this endorsement shall not apply and Paragraph **9.b.** of this endorsement shall apply.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph **f.(1)** of Definition **12. "Insured contract"** (**SECTION V - DEFINITIONS**) is deleted.

11. Property Damage to Borrowed Equipment

- a. The following is hereby added to Exclusion **j. Damage to Property** of Paragraph **2., Exclusions** of **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance,**

11. of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a)** Insureds;
- (b)** Claims made or "suits" brought; or
- (c)** Persons or organizations making claims or bring "suits".

(2) Deductible Clause

- (a)** Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section **B. Limits of Insurance, 11.** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.
- (b)** Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit,** applies to each claim or "suit" irrespective of the amount.
- (c)** We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph **2.a.(1)(d)** of **SECTION II - WHO IS AN INSURED,** does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a.** Nurses;
- b.** Emergency Medical Technicians; or
- c.** Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph **a.** of Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit** (**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDI-**

TIONS) is hereby deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
EXCESS LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE**

SCHEDULE

Name and mailing address of person(s) or organization(s):

1.FOR WHOM YOU ARE REQUIRED IN A WRITTEN CONTRACT THAT WAS EXECUTED ON OR AFTER THE EARLIER OF THE FOLLOWING DATES: A. THE EFFECTIVE DATE OF THIS POLICY, OR B. THE EFFECTIVE DATE OF THE ORIGINAL POLICY OF WHICH THIS POLICY IS A RENEWAL OR REPLACEMENT, AND 2. FOR WHOM YOU ARE REQUIRED IN THAT SAME WRITTEN CONTRACT AS REFERRED TO IN 1. ABOVE TO PROVIDE CANCELLATION NOTICE.

6200 S GILMORE RD
ON FILE WITH AGENCY
FAIRFIELD, OH 45014-5141

Number of days notice (other than nonpayment of premium): 30

- A.** If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.
- B.** If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
- C.** If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
- D.** In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 30
2. Notice will be mailed to: PER LIST ON FILE

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 **02/17/2017 at 12:01 a.m.** standard time, forms a part of:

Policy No. 0001141452 of Texas Mutual Insurance Company effective on 02/17/2017

Issued to: TF HARPER & ASSOCIATES LP

DBA: TF HARPER CONSTRUCTION

Premium: \$7,428.00

NCCI Carrier Code: 29939



Authorized Representative

02/07/2017

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver
Name of person or organization

☒ Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations: ALL TEXAS OPERATIONS
3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: INCLUDED, SEE INFORMATION PAGE.

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 **02/17/2017 at 12:01 a.m.** standard time, forms a part of:

Policy No. 0001141452 of Texas Mutual Insurance Company effective on 02/17/2017

Issued to: TF HARPER & ASSOCIATES LP

DBA: TF HARPER CONSTRUCTION

Premium: \$7,428.00

NCCI Carrier Code: 29939



Authorized Representative

02/07/2017

Exhibit E
TECHNICAL SPECIFICATIONS AND PLANS

Playground, Swing and Surfacing Project

City of College Station Parks

Scope of Work:

- 1) Raintree Park-2505 Raintree Drive (Quote 0209207-114-TFH) \$100,774.50
 - a. Remove and haul off existing Playground equipment and pea gravel
 - b. Prep area for bonded rubber concrete base
 - c. Provide new playground equipment (1650 sq. ft.)
 - d. Freight on equipment
 - e. Installation of playground equipment
 - f. Concrete Base (4")
 - g. Bonded Rubber Playground fall Material
 - h. Repaint and refurbish existing swings (1170 sq. ft)

- 2) Brothers Pond Park-3100 Rio Grande (Quote 120116-111-tfh) \$109,914.25 (CO Funded)
 - a. Remove and haul off existing Playground Equipment
 - b. Prep area for bonded rubber concrete base
 - c. Furnish and install new play Equipment
 - d. Freight
 - e. Installation of playground equipment
 - f. Concrete Base (4")
 - g. Bonded Rubber Playground fall Material
 - h. Clean and repaint existing swings
 - i. Furnish and install new swings, chain and connections
 - j. Prep area for new bonded rubber
 - k. Concrete base (4")
 - l. Bonded Rubber Playground Fall material

- 3) Lemontree Park-130 Lemon Tree Lane (Quote 120116-112-tfh) \$59,697.50 (CO Funded)
 - a. Remove and haul off existing Playground equipment and pea gravel
 - b. Prep area for bonded rubber
 - c. Provide new playground equipment (1650 sq. ft.)
 - d. Freight on equipment
 - e. Installation of playground equipment
 - f. Concrete Base (4")
 - g. Bonded Rubber Playground fall Material

- 4) WoodLand Hills Park – 4418 Woodland Ridge Drive (Quote 0209207-119-tfh) \$32,263.90
 - a. Remove existing pea gravel & haul off
 - b. Prep area for new concrete base
 - c. Furnish and install 4" concrete base of new bonded rubber
 - d. Remove existing swing hardware, clean and paint swing frame
 - e. Furnish and install new chain, seats and shackles
 - f. Install new bonded rubber surfacing

5) Edelweiss Gardens Park – 500 Hartford Dr (Quote 0209207-112-tfh) \$37,203.15 (CO Funded)

- a. Remove existing pea gravel & haul off
- b. Prep area for new concrete base
- c. Furnish and install 4" concrete base of new bonded rubber
- d. Remove existing swing hardware, clean and paint swing frame
- e. Furnish and install new chain, seats and shackles
- f. Install new bonded rubber surfacing

SECTION 02515 -- CONCRETE PAVING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Provide concrete paving as shown and specified. The work includes:

1. Final subgrade preparation
2. Concrete base for playground

1.02 QUALITY ASSURANCE

A. Comply with **Section 02000** requirements.

B. Materials and methods of construction shall comply with the following standards:

1. American Society for Testing and Materials (ASTM).
2. American Concrete Institute (ACI).

C. Testing Laboratory Services

1. Test results shall meet or exceed established standards
2. Contractor shall follow all requirements of ASTM C 31 concerning proper handling and protection of concrete test cylinders

3. Contractor to have one cylinder of concrete and one slump test done per 50 cu.yds. of concrete

Send test results to Park Planner for 7 day test and 28 day test.

1.03 PROJECT CONDITIONS

A. Work notification: Notify Landscape Architect at least twenty-four (24) hours prior to installation of concrete.

B. Establish and maintain required lines and grade elevations.

C. Do not install concrete work over wet, saturated, muddy, or frozen subgrade.

D. Do not install concrete when air temperature is below 40 degrees F. Use of calcium chloride, salt, or any other admixture to prevent concrete from freezing is prohibited.

E. Protect adjacent work.

F. Provide temporary barricades and warning lights as required for protection of project work and public safety.

PART 2 - PRODUCT

2.01 MATERIALS

- A. Portland Cement: ASTM C150, Type 1, natural color.
- B. Aggregate: Provide ASTM C33 normal weight aggregates, 1" maximum size, clean, uncoated crushed stone or gravel coarse aggregate free of materials which cause staining or rust spots; fine aggregate shall be clean natural sand.
- C. Water: Clean, fresh, and potable.
- D. Air-entraining admixture: ASTM C260.
- E. Water-reducing admixture: ASTM 3494.

2.02 MIXES

- A. Provide ASTM C94 ready-mixed concrete. Batch mixing at site not acceptable.
 - 1. Strength: 3000 psi minimum at twenty-eight (28) days.
 - 2. Slump range: 2" to 4" maximum.

2.03 ACCESSORIES

- A. Sand base: Masonry sand, free of clay.
- B. Forms: Wood or metal of sufficient strength to resist concrete placement pressure and to maintain horizontal and vertical alignment during concrete placement. Provide forms straight, free of defects and distortion, and height equal to full depth of concrete work.
 - 1. Provide 2" nominal thickness, surfaced plank wood forms for straight sections. Use flexible metal, 1" lumber or plywood forms to form radius bends.
- C. Joint filler: ASTM D1751, premolded non-extruding asphalt-impregnated fiberboard, 1/2" thickness.
- D. Curing compound: ASTM C309, non-yellowing, non-staining liquid membrane-forming type containing a fugitive dye. Chlorinated rubber compounds not acceptable for exterior use.
- E. Joint sealants: Two-component polysulfide or polyurethane elastomeric type complying with FS TT-S-00227, self-leveling, designed for foot traffic.

- F. Reinforcing steel: ASTM A615, A616, or A617, new domestic deformed steel bars. All reinforcement shall be placed equidistant from the top and bottom of the concrete. Care shall be exercised to keep all steel in its proper position during the depositing of concrete. Splices in wire fabric shall overlap sufficiently to allow two (2) pairs of transverse wires to be tied together. Splices in the #3 bars shall have a minimum lap of 30 diameters (30x3/8")
- G. Form release agent: Non-staining chemical form release agent free of oils, waxes, and other materials harmful to concrete.
- H. Exposed aggregate concrete finish treatment: Clear, non-yellowing acrylic emulsion type, semi-gloss sealer formulated for use on exposed aggregate concrete.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Examine subgrades and installation conditions. Do not start concrete work until unsatisfactory conditions are corrected.

3.02 PREPARATION

- A. Remove loose material and debris from base surface before placing concrete.
- B. Install, align, and level forms. Stake and brace forms in place. Maintain following grade and alignment tolerances:
 - 1. Top of form: Maximum 1/8" in 10'-0".
 - 2. Vertical face: Maximum 1/4" in 10'-0".
- C. Coat form surfaces in contact with concrete with form release agent. Clean forms after each use and coat with form release agent as necessary to assure separation from concrete without damage.
- D. Locate, place, and support reinforcement as indicated.
 - 1. Provide a single layer of 3/8" diameter. Re-bars in all concrete slabs-on-grade.
 - 2. Provide reinforcing bars at curbs, steps, and other locations indicated, adequately supported and secured to prevent displacement.

- E. Install, set, and build-in work furnished under other specification sections. Provide adequate notification for installation of necessary items.

3.03 INSTALLATION

A. Concrete Placement:

1. Comply with ACI 304, **"Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete"**, and as specified.
2. Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placing, and curing. In cold weather comply with ACI 306, **"Recommended Practice for Cold Weather Concreting"**. In hot weather comply with ACI 305, **"Recommended Practice for Hot Weather Concrete"**.
3. Moisten base to provide a uniform dampened condition at the time concrete is placed. Verify manholes or other structures are at required finish elevation and alignment before placing concrete.
4. Place and spread concrete to the full depth of the forms. Use only square-end shovels or concrete rakes for hand-spreading and consolidating concrete. Exercise care during spreading and consolidating operations to prevent segregation of aggregate and dislocation of reinforcement.
5. Place concrete in a continuous operation between expansion joints. Provide construction joints when sections cannot be placed continuously.
6. Place concrete in one course, monolithic construction, for the full width and depth of concrete work. Provide minimum 4" thick paving and 4" thick mow strips, unless noted otherwise.
7. Strike-off and bull-float concrete after consolidating. Level ridges and fill voids. Check surface with a 10'-0" straightedge. Fill depressions and refloat repaired areas. Darby the concrete surface to provide a smooth level surface ready for finishing.

B. Joints:

1. Construct control, expansion, and construction joints properly aligned with face perpendicular to concrete surface.
2. Provide tooled control joints, sectioning concrete into areas indicated. Tool joints to depth equal to not less than one-fifth (1/5) of the concrete thickness. Hand tool control joints in pattern and at spacing indicated. When not indicated, provide spacing equal to slab width and not greater than 10'-0" on center.

3. Provide expansion joints using premolded joint filler at concrete work abutting curbs, walls, structures, walks, and other fixed objects.
 - a. Locate expansion joints as indicated. When not indicated, provide joints at maximum 30'-0" on center for curbs and walks. Align expansion joints in abutting curbs and walks.
 - b. Install joint fillers full-width and depth of joint. Recess top edge below finished where joint sealants are indicated.
 - c. Provide joint fillers in single lengths for the full slab width, whenever possible. Fasten joint filler sections together when multiple lengths are required.
 - d. Protect the top edge of the joint filler during concrete placement.

C. Concrete Finishing:

1. Perform concrete finishing using mechanical or hand methods as required.
2. Upon completion of floating, and after bleed water has disappeared and concrete can sustain foot pressure with nominal indentation, cut concrete away from forms. Work edges with an edging tool. Round edges to 1/2" radius.
3. Install control joints at indicated locations during edging operations.

3.04 PROTECTION

- A. Protect concrete work from damage due to construction and vehicular traffic until final acceptance. Exclude construction and vehicular traffic from concrete pavements for at least fourteen (14) days.

3.05 CLEANING

- A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris and equipment. Repair damage resulting from concrete operations.
- B. Sweep concrete sidewalks and pavement, wash free of stains, discoloration, dirt, and other foreign material immediately prior to final acceptance.

- C. All necessary excavation, filling and grading of the slopes, adjacent to the completed concrete sidewalks and/or driveways, will be considered incidental work pertaining to this item, and will not be paid for directly. The adjacent excavation and grading of the slopes shall be done in a manner acceptable to the Engineer.

3.06 MANUFACTURER'S FIELD SERVICE

- A. Provide the services of a qualified technical representative to instruct the concrete supplier in proper batching and mixing of materials to be provided.

END OF SECTION

SECTION 02601 – RECYCLED BONDED RUBBER SURFACING

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

The provisions of all of the documents are hereby a part of this Section

1.02 STANDARDS

Meet requirements and recommendations of the applicable portions of the latest edition of the standards by the *American Society for Testing and Materials (ASTM) – F355/86*, and the *ANSI "C" Head Form*.

1.02 SUBMITTALS

A. Submit with Quote:

1. Product data on all materials specified herein.
2. Complete shop drawings showing all dimensions, details, accessories, and installation instructions.
3. Copy of product manufacturer's test reports indicating compliance with the latest U.S. Consumer Product Safety ***Commission's Technical Guidelines for Public Playground Safety*** with regard to thickness of product beneath various equipment height ranges. Test reports shall be by a certified laboratory to ASTM F-355/86 specifications using the ANSI "C" Head Form.
4. Copy of a list of recommended maintenance procedures.
5. List of at least ten (10) installation references.
6. Proof that product has been manufactured for at least five (5) years.

- B. For testing purposes, produce at the time of installation, one (1) 12"x 12" sample of the synthetic material being poured on the project and provide to the architect on request. Cost of the testing to be borne by the customer if the product conforms to the standard. In case of failure, the supplier will bear the cost.

PART 2 – PRODUCTS

2.01 MANUFACTURER/ PRODUCT

Play bounded or equal rubber granules

2.02 SCOPE

This section includes all materials and associated accessories as indicated in the drawings and the specifications. Provide all necessary items for a complete installation as per manufacturer's recommendations.

2.03 DESCRIPTION

A synthetic, resilient material of gradated rubber granules and proprietary polyurethane binding agents mixed and poured in place on site. Designed as a resilient, seamless, safety surfacing for children's playground and other safety areas at outside or inside facilities. Play bound is an all-weather, permeable, flexible surface, resistant to cracking, fading and deterioration.

2.04 MATERIALS

A. **Poly- Mac Mix:** Processed SBR rubber granules, cellular rubber granules, and mineral aggregates chipped and gradated to manufacturer's specifications.

B. **Selastix Mix:** Processed SBR rubber granules, and cellular rubber granules chipped and gradated to manufacturer's specifications.

C. **EPDM Rubber Granules:** Processed EPDM rubber granules chipped and gradated to manufacturer's specifications.

D. **Binder:** An elastic polyurethane, MDI based, prepolymer, none-to-low order, and ultra violet resistant, capable of providing outstanding binding and resilient characteristics. It shall not contain more than 0.2% free TDI-monomers. BINDER SHALL CONTAIN NO SOLVENTS.

E. **Mix Additive:** A specially formulated synthetic resin to form a two-component PUR system when mixed with the MDI binder.

NOTE: TDI – Toluene Diisocyanate

MDI – Methylene Diisocyanate

SBR – Styrene – Butadiene – Rubber

EPDM – Ethylene-Propylene-Dien-Monomere

2.05 PLAYBOUND SYSTEM

A. **Color:** Mixed Red, Brown, Tan, and Green

B. **Composition:** Permeable to water approximately 0.5 gallons/ second.

PART 3 – CONSTRUCTION AND APPLICATIONS

3.01 GENERAL REQUIREMENTS

The whole construction and application shall be in accordance with ASTM F-355/86 Procedure C.

3.02 PREPARATION OF SUNGRADE

The subsurface shall be brought to specified grades, stable, properly compacted and frost free.

3.03 SLOPE

A minimum of two (2%) percent slope, preferable to one side of the playground shall begin with subgrade. All succeeding construction shall conform to the same slope within the surface tolerances provided for each level or crowned for drainage to accommodate various fall height.

3.04 LAYER

Install in accordance with ASTM F-355/86 recommended thickness of recycled bonded rubber granules on top of four (4) inch thick concrete base.

PART 4- INSTALLATION

4.01 APPLICATION OF IMPACT ABSORBING MATERIALS

A. Poured –in- Place System

1. Primer: Shall be applied at a rate of 300 sq. ft. per gallon to the substrate or geotextile fabric on the substrate or geotextile using a short nap roller.
2. SBR Base Mat:
 - a. SBR shall be mixed with binder in a ratio of 88% SBR to 12% binder by weight to achieve maximum resilience.
 - b. Using trowel, SBR/binder mix shall be spread in a consistent density to specified thickness at a rate of 31lbs. and 13oz. total weight per cubic foot.
 - c. SBR/binder mix shall be allowed to cure (necessary time varies based on temperature and humidity).

3. Top Layer

- a. EPDM shall be mixed with binder in a ratio of 82% EPDM rubber to 18% binder by weight to achieve maximum wear ability and residence.
- b. Using trowel, EPDM/binder mix shall be spread in a consistent density to specified thickness at a rate of 57 lbs. and 12oz. Total weight per cubic foot.
- c. EPDM/binder mix shall be allowed to cure (necessary time varies based on temperature and humidity).

B. Curing Time

1. Curing time between base layer and top layer approximately twelve (12) hours.
2. Curing time before use must be at least forty-eight (48) hours.

C. Limitations:

1. Temperature: Not to be applied below 40 degrees Fahrenheit.
2. Weather: Not to be applied during adverse weather conditions.
3. Supervision: Mixing and application must be supervised by approved personnel.

PART 5 – WARRANTY

- 5.0 Provide guarantee for five (5) years against all defects in materials and workmanship, including such defects as bubbling, delamination, peeling, loss of integrity, color fading, and poor UV stability. This guarantee does not include normal wear and tear.

SECTION 11100 – Play Equipment

Part 1 – General

1.01 DESCRIPTION

- A. Furnish and install play equipment items as shown and specified. Work includes:
 - 1. Playground equipment by Xccent Play or equal.

1.02 QUALITY ASSURANCE

- A. Comply with Section 2000 requirements

Part 2 – Products

2.01 PLAYGROUND

- A. Furnish and install playground as shown on plans.
 - 1. Playground shall be manufactured by Xccent Play or equal, as per plans.
 - #CL-0002, Monarch Clear Climbing Wall, #41575 Sidewinder, and #CL-0027.

Part 3 – EXECUTION

3.01 INSPECTION

- A. Examine products, sites, and installation conditions prior to beginning work. Do not begin work until unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Playground
 - 1. Playground to be installed in concrete footings as specified by the manufacturer.

3.03 CLEANING

- A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all debris and equipment. Repair all damage resulting from play equipment installation. Clean up all posts, remove all stickers, mud, or concrete spills.

END OF SECTION



QUOTE

103 Red Bird Lane
Austin, Texas
78745-3122

TO: City of College Station Parks & Recreation Department
Attn: Rusty Warncke
Address: 1000 Krener Tap Road, College Station, Texas 77842
Install Site:
Phone: 979-764-9791
Fax:
Email: rwarncke@cstx.gov

CONTRACT #512-16
FOR PURCHASE THRU BUYBOARD.
PLEASE FAX YOUR PURCHASE ORDER
AND SIGNED QUOTE TO BUYBOARD
AND T.F. HARPER & ASSOCIATES LP
TO INSURE COMPLIANCE & RECEIPT
OF YOUR ORDER.

QUOTE #: 0209207-114-tfh
DATE: February 9, 2017
5/26/2017

Raintree Park (Brite)

QTY	DESCRIPTION OF EQUIPMENT	TOTAL COST
1	Remove and Haul off Existing play unit & pea gravel	\$6,517.50
1	Prep area for bonded Rubber concrete base	\$4,125.75
1	Provide new playground equipment (1650 sq. ft.)	\$37,741.00
1	Freight on Above Equipment	\$2,895.00
	Installation on Above Equipment	\$13,964.75
	Concrete Base (4")	\$13,282.50
	Bonded Rubber Playground Fall Material	\$18,975.00
	Repaint & refurbish Existing Swings (1170 sq. ft.)	\$3,965.00
	Bond, Additional Insurance & Drawings	\$1,195.00
	Less Buyboard Discount	(\$1,887.00)
	TOTAL	\$100,774.50

QUOTE IS VALID FOR 30 DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION.

NOT INCLUDED: Sales Tax, Permits/Bonds/Fees (if required), Site Work in Excess of Normal Installation (example: site prep - excavation/infill, concrete slab, french drains, excess rock removal), Sealed Engineered Drawings.

Any installation charges quoted are based upon a soil work site (not rocky) that is freely accessible by truck, no fencing, tree/landscaping or utility obstacles, etc.), and level (+/- 1-2% max slope). Any site work not expressly described is excluded. All underground utilities must be located and clearly marked before any work can begin. Installation of all products (equipment, borders, ground cover, amenities) are as quoted and approved by acceptance of quote/drawings. The installer is not responsible for any damages or re-work resulting from after-hours events or activities during the work in progress period. The customer is responsible for maintaining the integrity of completed installation work until components have seated and/or cured (concrete footings, etc.).

Payment Terms: 25% due with signed quote; Balance due upon completion of work and receipt of invoice.

Estimated Delivery: 7 to 10 weeks after receipt of order.

Accepted by: _____

Date: _____

P.O. # (if applicable): _____

Thank you for giving us the opportunity to quote this equipment.

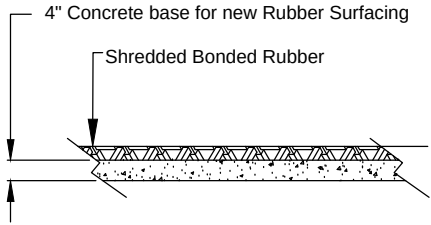
Tommy Harper

Commercial Play and Recreational Equipment



SCOPE OF WORK:

- Remove existing pea gravel & hual off
- In existing area prep for new concrete base
- Remove existing play equipment
- Install new Gametime play unit
- Furnish and install 4" concrete base for new bonded rubber surfacing
- Install new bonded rubber surfacing
- Paint & Refurbish existing swing unit



BASE DETAIL

5/19/17
TBPE #4730
McIntyre & McIntyre Inc.
9807 Brandywine Circle
Austin, Texas 78750
(512) 215-8200
john@mmbuildings.com

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Raintree (Brite) Park

2505 Raintree Drive
College Station, Texas 77845

DATE: May 09, 2017

SCALE: NTS

CONTACT:
Tommy Harper
512-440-1581

t.s. harper
& associates LP
103 Red Bird Lane
Austin, TX 78745
800-976-0107

FILE:
Raintree (Brite) Park 1.dwg

SHEET:
A1



QUOTE

103 Red Bird Lane
Austin, Texas
78745-3122

TO: City of College Station Parks & Recreation Department
Attn: Rusty Warncke
Address: 1000 Krener Tap Road, College Station, Texas 77842
Install Site:
Phone: 979-764-9791
Fax:
Email: rwarncke@cstx.gov

CONTRACT #512-16
FOR PURCHASE THRU BUYBOARD.
PLEASE FAX YOUR PURCHASE ORDER
AND SIGNED QUOTE TO BUYBOARD
AND T.F. HARPER & ASSOCIATES LP
TO INSURE COMPLIANCE & RECEIPT
OF YOUR ORDER.

QUOTE #: 120116-111-tfh
DATE: December 1, 2015
5/26/2017

Brothers Pond Park

QTY	DESCRIPTION OF EQUIPMENT	Option	TOTAL COST
1	Remove and Haul off Existing play unit		\$675.00
1	Prep area for new bonded Rubber		\$1,125.00
1	Provide new playground equipment		\$36,915.00
1	Freight on Above Equipment		\$1,686.00
1	Installation on Above Equipment		\$15,935.25
1350	Concrete Base (4")		\$7,762.50
1350	Bonded Rubber Playground Fall Material		\$18,735.50
1	Clean and repaint existing swing unit		\$1,575.00
1	Furnish and install new swings, chain and connections		\$825.00
1	Prep area for new bonded Rubber		\$675.00
1168	Concrete Base (4")		\$7,716.00
1168	Bonded Rubber Playground Fall Material		\$15,396.00
	Bond, Additional Insurance & Drawings		\$3,847.00
	Less Buyboard Discount		(\$2,954.00)
	TOTAL		\$109,914.25

QUOTE IS VALID FOR 30 DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION.

NOT INCLUDED: Sales Tax, Permits/Bonds/Fees (if required), Site Work in Excess of Normal Installation (example: site prep - excavation/infill, concrete slab, french drains, excess rock removal), Sealed Engineered Drawings.

Any installation charges quoted are based upon a soil work site (not rocky) that is freely accessible by truck, no fencing, tree/landscaping or utility obstacles, etc.), and level (+/- 1-2% max slope). Any site work not expressly described is excluded. All underground utilities must be located and clearly marked before any work can begin. Installation of all products (equipment, borders, ground cover, amenities) are as quoted and approved by acceptance of quote/drawings. The installer is not responsible for any damages or re-work resulting from after-hours events or activities during the work in progress period. The customer is responsible for maintaining the integrity of completed installation work until components have seated and/or cured (concrete footings, etc.).

Payment Terms: 25% due with signed quote; Balance due upon completion of work and receipt of invoice.

Estimated Delivery: 8 to 10 weeks after receipt of order.

Accepted by: _____

Date: _____

P.O. # (if applicable): _____

Thank you for giving us the opportunity to quote this equipment.

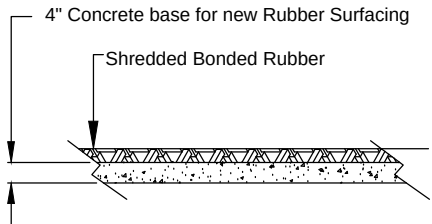
Tommy Harper

Commercial Play and Recreational Equipment



SCOPE OF WORK:

- Remove existing pea gravel & haul off
- In existing area prep for new concrete base
- Remove existing play equipment
- Install new Gametime play unit
- Furnish and install 4" concrete base for new bonded rubber surfacing at play area
- Install new bonded rubber surfacing at play area
- Clean & Repaint existing swing unit
- Furnish and install new swing parts
- Furnish and install 4" concrete base for new bonded rubber surfacing at swings
- Install new bonded rubber surfacing at swing area



BASE DETAILS

5/19/17

JOHN F. MCINTYRE
REGISTERED PROFESSIONAL ENGINEER
E2645

TBPE #F4730
McIntyre & McIntyre Inc.
9807 Brandywine Circle
Austin, Texas 78750
(512) 215-9200
john@mmmbuildings.com

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Brother's Pond Park
3100 Rio Grande
College Station, Texas 77845

DATE: May 09, 2017

SCALE: NTS

CONTACT:
Tommy Harper
512-440-1581

t.s. harper & associates LP
103 Red Bird Lane
Austin, TX 78745
800-976-0107

FILE:
Brothers Park.dwg

SHEET:



QUOTE

103 Red Bird Lane
Austin, Texas
78745-3122

TO: City of College Station Parks & Recreation Department
Attn: Rusty Warncke
Address: 1000 Krener Tap Road, College Station, Texas 77842
Install Site:
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Fax:
Email: rwarncke@cstx.gov

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OF YOUR ORDER.

QUOTE #: 120116-112-tfh
DATE: December 1, 2015
5/26/2017

Lemontree Park

QTY	DESCRIPTION OF EQUIPMENT	Option	TOTAL COST
1	Remove and Haul off Existing play unit		\$675.00
1	Prep area for new bonded Rubber		\$1,125.00
1	Provide new playground equipment		\$22,912.00
1	Freight on Above Equipment		\$1,685.50
1	Installation on Above Equipment		\$11,334.00
910	Concrete Base (4")		\$5,687.50
910	Bonded Rubber Playground Fall Material		\$14,332.50
	Bond, Additional Insurance & Drawings		\$3,550.00
	Less Buyboard Discount		(\$1,604.00)
	TOTAL		\$59,697.50

QUOTE IS VALID FOR 30 DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION.

NOT INCLUDED: Sales Tax, Permits/Bonds/Fees (if required), Site Work in Excess of Normal Installation (example: site prep - excavation/infill, concrete slab, french drains, excess rock removal), Sealed Engineered Drawings.

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Payment Terms: 25% due with signed quote; Balance due upon completion of work and receipt of invoice.

Estimated Delivery: 7 to 10 weeks after receipt of order.

Accepted by: _____

Date: _____ **P.O. # (if applicable):** _____

Thank you for giving us the opportunity to quote this equipment.

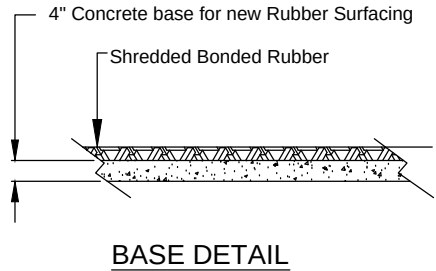
Tommy Harper

Commercial Play and Recreational Equipment



SCOPE OF WORK:

- Remove existing pea gravel & hual off
- In existing area prep for new concrete base
- Remove existing play equipment
- Install new Gametime play unit
- Furnish and install 4" concrete base for new bonded rubber surfacing
- Install new bonded rubber surfacing



5/19/17

JOHN F. MCINTYRE
52848
REGISTERED PROFESSIONAL ENGINEER

TBPE #4730
McIntyre & McIntyre Inc.
9807 Brandywine Circle
Austin, Texas 78750
(512) 215-9200
john@mmbuildings.com

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Lemontree Park
1300 Lemon Tree Lane
College Station, Texas 77845

DATE: May 09, 2017

SCALE: NTS

CONTACT: Tommy Harper
512-440-1581

t.s. harper & associates LP
103 Red Bird Lane
Austin, TX 78745
800-976-0107

FILE: Lemontree Park.dwg

SHEET: A1



QUOTE

103 Red Bird Lane
Austin, Texas
78745-3122

TO: City of College Station Parks & Recreation Department
Attn: Rusty Warncke
Address: 1000 Krener Tap Road, College Station, Texas 77842
Install Site:
Phone: 979-764-9791
Fax:
Email: rwarncke@cstx.gov

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OF YOUR ORDER.

QUOTE #: 0209207-119-tfh
DATE: February 9, 2017
5/26/2017

Woodland Hills Park

QTY	DESCRIPTION OF EQUIPMENT	TOTAL COST
	Swing Area Only	
1	Remove Existing Pea Gravel & Haul Off	\$2,664.00
1184	Prep Area for new concrete base	\$2,233.50
1184	Furnish and install 4" concrete base of new Bonded Rubber	\$9,578.00
1	Remove existing swing hardware, clean and paint swing frame	\$985.00
1	Furnish and install new chain, seats & shackles	\$1,685.65
1184	Install new Bonded Rubber Surfacing	\$14,148.75
	Bond, Additional Insurance & Drawing	\$969.00
	TOTAL	\$32,263.90

QUOTE IS VALID FOR 30 DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION.

NOT INCLUDED: Sales Tax, Permits/Bonds/Fees (if required), Site Work in Excess of Normal Installation (example: site prep - excavation/infill, concrete slab, french drains, excess rock removal), Sealed Engineered Drawings.

Any installation charges quoted are based upon a soil work site (not rocky) that is freely accessible by truck, no fencing, tree/landscaping or utility obstacles, etc.), and level (+/- 1-2% max slope). Any site work not expressly described is excluded. All underground utilities must be located and clearly marked before any work can begin. Installation of all products (equipment, borders, ground cover, amenities) are as quoted and approved by acceptance of quote/drawings. The installer is not responsible for any damages or re-work resulting from after-hours events or activities during the work in progress period. The customer is responsible for maintaining the integrity of completed installation work until components have seated and/or cured (concrete footings, etc.).

Payment Terms: 25% due with signed quote; Balance due upon completion of work and receipt of invoice.

Estimated Delivery: 7 to 10 weeks after receipt of order.

Accepted by: _____

Date: _____ **P.O. # (if applicable):** _____

Thank you for giving us the opportunity to quote this equipment.

Tommy Harper

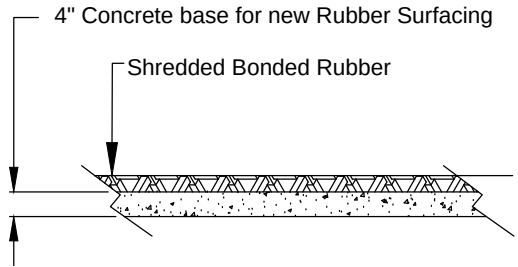
Commercial Play and Recreational Equipment

Swing Area Renovation R Proposal.xls www.tfharper.com - - 800.976-0107 - - local: 512.440.0707 - - fax: 512.440.0736



SCOPE OF WORK:

- Remove existing pea gravel & haul off
- Prep area under existing swings for new concrete base
- Furnish and install 4" concrete base for new bonded rubber surfacing
- Remove existing swing parts
- Clean and repaint existing swing unit
- Install new swing parts
- Install new bonded rubber surfacing



BASE DETAIL

5/19/17
TBP# 4730
McIntyre & McIntyre Inc.
9807 Brandywine Circle
Austin, Texas 78750
(512) 215-9200
john@mmibuildings.com



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Woodland Hills Park

4418 Woodland Ridge Drive
College Station, Texas 77845

DATE: May 09, 2017

SCALE: NTS

CONTACT: Tommy Harper
512-440-1581

t.s. harper
& associates LP
103 Red Bird Lane
Austin, TX 78745
800-976-0107

FILE: Woodland Hills Park.dwg

SHEET:

A1



QUOTE

103 Red Bird Lane
Austin, Texas
78745-3122

TO: City of College Station Parks & Recreation Department
Attn: Rusty Warncke
Address: 1000 Krener Tap Road, College Station, Texas 77842
Install Site:
Phone: 979-764-9791
Fax:
Email: rwarncke@cstx.gov

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OF YOUR ORDER.

QUOTE #: 0209207-112-tfh
DATE: February 9, 2017
5/26/2017

Edelweiss Gardens Park

QTY	DESCRIPTION OF EQUIPMENT	TOTAL COST
1	Remove Existing Pea Gravel & Haul Off	\$3,250.00
1300	Prep Area for new concrete base	\$2,995.75
1300	Furnish and install 4" concrete base of new Bonded Rubber	\$11,635.75
1	Remove existing swing hardware, clean and paint swing frame	\$985.00
1	Furnish and install new chain, seats & shackles	\$1,685.65
1300	Install new Bonded Rubber Surfacing	\$15,535.00
	Bond, Additional Insurance & Drawing	\$1,116.00
	TOTAL	\$37,203.15

QUOTE IS VALID FOR 30 DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION.

NOT INCLUDED: Sales Tax, Permits/Bonds/Fees (if required), Site Work in Excess of Normal Installation (example: site prep - excavation/infill, concrete slab, french drains, excess rock removal), Sealed Engineered Drawings.

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Payment Terms: 25% due with signed quote; Balance due upon completion of work and receipt of invoice.

Estimated Delivery: 7 to 10 weeks after receipt of order.

Accepted by: _____

Date: _____ P.O. # (if applicable): _____

Thank you for giving us the opportunity to quote this equipment.

Tommy Harper

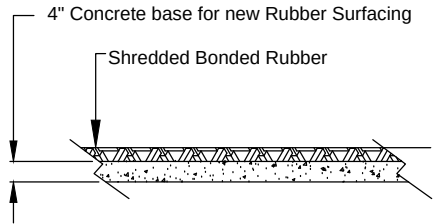
Commercial Play and Recreational Equipment

Swing Area Renovation R Proposal.xls www.tfharper.com - - 800.976-0107 - - local: 512.440.0707 - - fax: 512.440.0736



SCOPE OF WORK:

- Remove existing pea gravel & haul off
- In existing area prep for new concrete base
- Remove swing parts
- Clean and paint existing swing unit
- Furnish and install 4" concrete base for new bonded rubber surfacing
- Install new bonded rubber surfacing
- Furnish and install new swing parts



BASE DETAIL

5/19/17
TBPE #F4730
McIntyre & McIntyre Inc.
9807 Brandywine Circle
Austin, Texas 78750
(512) 219-9200
john@mmbuildings.com

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Edelweiss Gardens Park
500 Hartford Drive
College Station, Texas 77845

DATE: May 09, 2017

SCALE: NTS

CONTACT:
Tommy Harper
512-440-1581

t.s. harper
& associates LP
103 Red Bird Lane
Austin, TX 78745
800-976-0107

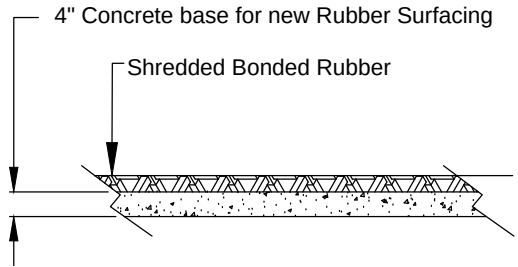
FILE:
Edelweiss Gardens Park.dwg

SHEET:
A1



SCOPE OF WORK:

- Remove existing pea gravel & haul off
- Prep area under existing swings for new concrete base
- Furnish and install 4" concrete base for new bonded rubber surfacing
- Remove existing swing parts
- Clean and repaint existing swing unit
- Install new swing parts
- Install new bonded rubber surfacing



BASE DETAIL

5/19/17
TBP# 4730
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9807 Brandywine Circle
Austin, Texas 78750
(512) 215-9200
john@mmibuildings.com



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Woodland Hills Park

4418 Woodland Ridge Drive
College Station, Texas 77845

DATE: May 09, 2017

SCALE: NTS

CONTACT: Tommy Harper
512-440-1581

t.s. harper
& associates LP
103 Red Bird Lane
Austin, TX 78745
800-976-0107

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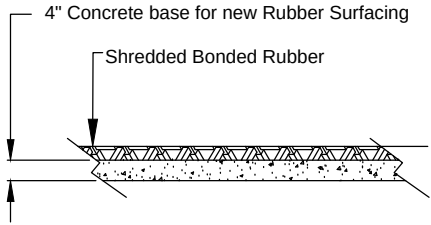
SHEET:

A1



SCOPE OF WORK:

- Remove existing pea gravel & hual off
- In existing area prep for new concrete base
- Remove existing play equipment
- Install new Gametime play unit
- Furnish and install 4" concrete base for new bonded rubber surfacing
- Install new bonded rubber surfacing
- Paint & Refurbish existing swing unit



BASE DETAIL

5/19/17
TBPE #4730
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Raintree (Brite) Park

2505 Raintree Drive
College Station, Texas 77845

DATE: May 09, 2017

SCALE: NTS

CONTACT:
Tommy Harper
512-440-1581

t.s. harper
& associates LP
103 Red Bird Lane
Austin, TX 78745
800-976-0107

FILE:
Raintree (Brite) Park 1.dwg

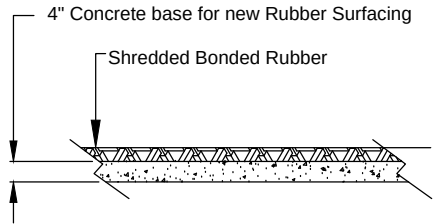
SHEET:

A1



SCOPE OF WORK:

- Remove existing pea gravel & haul off
- In existing area prep for new concrete base
- Remove swing parts
- Clean and paint existing swing unit
- Furnish and install 4" concrete base for new bonded rubber surfacing
- Install new bonded rubber surfacing
- Furnish and install new swing parts



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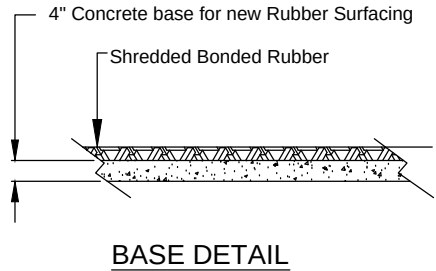
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SHEET:
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SCOPE OF WORK:

- Remove existing pea gravel & hual off
- In existing area prep for new concrete base
- Remove existing play equipment
- Install new Gametime play unit
- Furnish and install 4" concrete base for new bonded rubber surfacing
- Install new bonded rubber surfacing



5/19/17

JOHN F. MCINTYRE
REGISTERED PROFESSIONAL ENGINEER
52848

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Lemontree Park
1300 Lemon Tree Lane
College Station, Texas 77845

DATE: May 09, 2017

SCALE: NTS

CONTACT: Tommy Harper
512-440-1581

t.s. harper & associates LP
103 Red Bird Lane
Austin, TX 78745
800-976-0107

FILE: Lemontree Park.dwg

SHEET:

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Brother's Pond Park

3100 Rio Grande
College Station, Texas 77845

DATE: May 09, 2017

SCALE: NTS

CONTACT:

Tommy Harper
512-440-1581



103 Red Bird Lane
Austin, TX 78745
800-976-0107

FILE:
Brothers Park.dwg

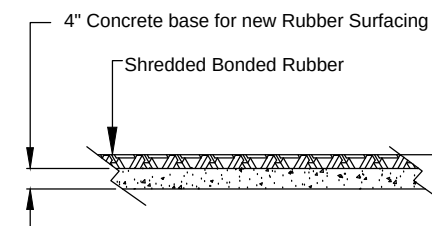
SHEET:

A1



SCOPE OF WORK:

- Remove existing pea gravel & hual off
- In existing area prep for new concrete base
- Remove existing play equipment
- Install new Gametime play unit
- Furnish and install 4" concrete base for new bonded rubber surfacing at play area
- Install new bonded rubber surfacing at play area
- Clean & Repaint existing swing unit
- Furnish and install new swing parts
- Furnish and install 4" concrete base for new bonded rubber surfacing at swings
- Install new bonded rubber surfacing at swing area



BASE DETAILS

5/19/17



TBPE #F4730
McIntyre & McIntyre Inc.
9807 Brandywine Circle
Austin, Texas 78750
(512)219-9200
john@mmibuildings.com



Legislation Details (With Text)

File #:	17-0306	Version:	1	Name:	Purchase of 15 kV Circuit Breakers and 138 kV Circuit Switcher
Type:	Bid Award	Status:		Status:	Consent Agenda
File created:	6/19/2017	In control:		In control:	City Council Regular
On agenda:	7/13/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on a bid award for 15 kV circuit breakers and a 138 kV Circuit Switcher, which will be used in the upcoming Graham Road Substation Construction Project or be maintained in electrical inventory and expended as needed. To achieve economy of scale pricing on the 15 kV circuit breakers, capital and operational needs for FY18 projects were combined for this bid. The total recommended award is \$746,347 and will be awarded by line item to the lowest responsible bidder.				
Sponsors:	Timothy Crabb				
Indexes:					
Code sections:					
Attachments:	Tabulation				

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

Presentation, possible action, and discussion on a bid award for 15 kV circuit breakers and a 138 kV Circuit Switcher, which will be used in the upcoming Graham Road Substation Construction Project or be maintained in electrical inventory and expended as needed. To achieve economy of scale pricing on the 15 kV circuit breakers, capital and operational needs for FY18 projects were combined for this bid. The total recommended award is \$746,347 and will be awarded by line item to the lowest responsible bidder.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

Recommendation(s):

Staff recommends awarding to the lowest responsible bidder providing the best value to the City as follows:

Item 1 Outdoor Breaker 15 kV, 1200 amp \$425,124.00	(quantity: 18)	WESCO
Item 2 Outdoor Breaker 15 kV, 3000 amp \$193,776.00	(quantity: 6)	WESCO
Item 3 Circuit Switcher 138 kV, 1200 amp \$127,447.00	(quantity: 1)	Anixter

TOTAL

\$746,347.00

Summary:

Four (4) sealed competitive bids were received and opened on June 9, 2017. Electric staff evaluated the bids for compliance to the needed specifications. Line items were awarded to the lowest responsible bidders for their respective bid items. Upon Council approval, purchase orders will be issued to the vendors recommended for award. The materials will be placed and maintained in the electrical inventory and expended as needed.

Budget & Financial Summary:

Funds are budgeted and available in the Electric Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

Attachments:

Bid Tabulation #17-053



City of College Station - Purchasing Division
 Bid Tabulation for #17-053
 "Purchase of Electric Substation Breakers and Circuit Switcher"
 Open Date: Friday, June 9, 2017 @ 2:00 p.m.

				Wesco		KBS Electrical Dist		Anixter	
Item	Description	Qty	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Outdoor Breaker 15kV R3 1200 Amp	18	each	\$23,618.00	\$425,124.00	\$16,796.00	\$302,328.00	No Bid	\$0.00
Manufacturer				ABB		Siemens			
Catalog				MB11130CCMH5KMZ4		SD-V7-MA-15-25-1200			
Delivery Time (weeks)				20 wk w/ drawings - 15 wk w/o drawings		17 weeks			
2	Outdoor Breaker 15kV R3 3000 Amp	6	each	\$32,296.00	\$193,776.00	\$31,495.00	\$188,970.00	No Bid	\$0.00
Manufacturer				ABB		Siemens			
Catalog				MB1440PPMH5KMZ4		SDV7-SE-15-25-3000			
Delivery Time (weeks)				20 wk w/ drawings - 15 wk w/o drawings		17 weeks			
3	Circuit Switcher	1	each	No Bid	\$0.00	\$128,690.00	\$128,690.00	\$127,447.00	\$127,447.00
Manufacturer				S&C Electric Company		S&C Electric Company		S&C Electric Company	
Catalog				157329-T2		157329-T2		157329-T2	
Delivery Time (weeks)						15-17 wks		15-17 weeks after drawing approval	
	Bid Certification			Y		Y		Y	
	Exceptions					Y - See attached for Item 3		Y- See attached for Item 3	
						Items 1 & 2 have been deemed non-compliant because they do not meet the standard specifications.			

Letter of No Bid Received from TEC Solomon.

Legislation Details (With Text)

File #:	17-0307	Version:	1	Name:	Public Utility Easement Encroachment – 616 Peyton Street
Type:	Resolution	Status:			Consent Agenda
File created:	6/20/2017	In control:			City Council Regular
On agenda:	7/13/2017	Final action:			
Title:	Presentation, possible action, and discussion regarding a resolution authorizing a License Agreement with Bracol Developers, LLC for a 62 square foot encroachment into the public utility easement on Lot 23R, Block 4, Prairie View Heights Subdivision, according to the plat recorded in Volume 13331, Page 121 of the Official Records of Brazos County, Texas.				
Sponsors:	Carol Cotter				
Indexes:					
Code sections:					
Attachments:	Vicinity Map Location Map License Agreement Resolution exhibit a to ordinance- License Agreement				

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

Presentation, possible action, and discussion regarding a resolution authorizing a License Agreement with Bracol Developers, LLC for a 62 square foot encroachment into the public utility easement on Lot 23R, Block 4, Prairie View Heights Subdivision, according to the plat recorded in Volume 13331, Page 121 of the Official Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure
- Diverse Growing Economy

Recommendation(s): Staff recommends approval of the resolution granting a license to encroach at 616 Peyton Street.

Summary: The southwest wall of a new house at 616 Peyton Street extends approximately 1.5 feet into a 10-foot wide Public Utility Easement. The encroachment does not conflict with any of the utilities in the easement and consent has been granted by all franchised utilities for the encroachment. Approval of the Resolution will cure the defect in the title to the property.

Budget & Financial Summary: N/A

Attachments:

1. Vicinity Map
2. Location Map
3. Resolution
4. Exhibit A (License Agreement)

VICINITY MAP



UNIVERSITY DRIVE EAST

TARROW STREET

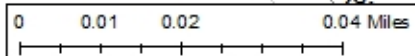
616 PEYTON ST

PEYTON STREET

BANKS STREET

PEARCE STREET

CHAPMAN STREET



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.

LOCATION MAP



PEYTON STREET

TARROW STREET

62 SQ FT OF
ENCROACHMENT

0 12.5 25 50 Feet

BANKS STREET

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.

LICENSE AGREEMENT

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

That the City of College Station (hereinafter referred to as "LICENSOR"), acting through the undersigned official who is so empowered by resolution of the City Council to so act in consideration of the agreement made herein by Bracol Developers LLC (hereinafter referred to as "LICENSEE"), owner of Lot 23R, Block 4, Prairie View Heights Subdivision, College Station, Texas, according to the plat recorded in Volume 13331, Page 121 of the Official Records of Brazos County, Texas, hereby grants a license to the said LICENSEE to permit a portion of a structure located on a portion of Lot 23R, Block 4, Prairie View Heights Subdivision, College Station, Texas, to encroach upon the easement, as shown on **EXHIBIT A** attached hereto and incorporated herein by reference for all purposes, owned and occupied by the City of College Station, Brazos County, Texas, but such improvements shall be at all times under and not in contact with any electric, water, sewer, or other utility, or equipment, or interfere in any way with such utility, including any drainage structures which are servicing the improvements and other property, and subject to the following terms and conditions:

Neither the granting of the license, nor any related permit, constitutes an abandonment by LICENSOR of its property, easement or easements, or any other rights in and to the above-described property. LICENSEE expressly stipulating and agreeing by LICENSEE's acceptance of this license that LICENSEE neither asserts nor claims any interest or right of any type or nature whatsoever, legal, equitable or otherwise in or to LICENSOR's property.

LICENSEE hereby expressly covenants, stipulates and agrees, without limitation, to indemnify and defend the LICENSOR and hold it harmless from any and all liability, claim, cause of action, and cost, including attorneys' fee, and including any acts or omissions of the LICENSOR, its officers, agents, and employees, which may grow out of or be attributable to the granting by the LICENSOR of said license and any supplemental license which may hereafter be issued in connection herewith including any inspections which may be conducted in connection with or pursuant to said license or any supplemental license.

LICENSEE, at its own expense, shall restore or cause to be restored the subject property to as good a condition as existed prior to construction of the improvements which are the subject of this License Agreement. LICENSEE shall pay all costs of relocation of any public utilities or facilities that may be incurred as a result of the proposed construction or actual construction.

LICENSEE agrees to comply with all laws and ordinances in the construction and maintenance of said improvements.

LICENSOR retains the right, but not the obligation, to enter upon the land to which this license applies and at LICENSEE's expense to remove any structure or improvements or alterations thereon upon the determination by LICENSOR that such removal is necessary for exercising

LICENSOR's rights or duties in regard to said easement, or for protecting persons or property, or public interest in regard to said easement.

This license, until its expiration or revocation, shall run with the title to the above-described real property, and the terms and conditions hereof shall be binding upon subsequent owners or holders thereof. LICENSEE shall cause any immediate successors in interest to have factual notice of this License Agreement.

This license shall expire automatically upon removal of the improvements located upon the property pursuant to this license, and shall expire as to any portion of said improvements upon the removal, whether or not all of the proposed improvements are removed.

This license is revocable by the LICENSOR upon the occurrence of any of the following conditions or events:

- A. LICENSEE or its successors or assigns have failed to comply with the terms of the granting of the license; or
- B. The improvements located thereon or any portion of them interfere with the rights of the LICENSOR or the public in or to LICENSOR's property; or
- C. The use of the licensed area becomes necessary for a public purpose; or
- D. Said improvements or a portion of them constitute a danger to the public which is not remediable by maintenance or alteration of the said improvements; or
- E. Said improvements or a portion of them have expanded beyond the scope of the license; or
- F. Maintenance or alteration necessary to alleviate danger to the public has not been made within a reasonable time after the dangerous condition has arisen.

This license shall be effective upon the acceptance of the terms hereof by the LICENSEE, as indicated by the signature of LICENSEE.

The license shall be filed of record in the Official Records of the County Clerk of the Brazos County Courthouse.

APPROVED this the _____ day of _____, 2017.

APPROVED:

BRACOL DEVELOPERS LLC,
LICENSEE

APPROVED:

CITY OF COLLEGE STATION,
LICENSOR

BY: _____
BRACOL DEVELOPERS LLC

BY: _____
KARL MOONEY, Mayor

ATTEST:

SHERRY MASHBURN, City Secretary

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____, 2017, by KARL MOONEY, as Mayor of the City of College Station, a Texas Municipal Corporation, on behalf of said Corporation.

Notary Public in and for the State of Texas

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____, 2017, by MARCOS MACHADO, Managing Member of BRACOL DEVELOPERS, LLC, a Texas limited liability company, on behalf of said of BRACOL DEVELOPERS, LLC, a Texas limited liability company.

Notary Public in and for the State of Texas

RETURN ORIGINAL DOCUMENT TO:

City of College Station
Legal Department
P.O. Box 9960
College Station, Texas 77842-9960

EXHIBIT A

DESCRIPTION OF ENCROACHMENT

FIELD NOTE DESCRIPTION OF 62 SQUARE FEET, MORE OR LESS, BEING A PORTION OF LOT 23R, BLOCK 4, OF THE REPLAT OF PRAIRIE VIEW ESTATES, A SUBDIVISION IN THE CITY OF COLLEGE STATION, RECORDED IN VOLUME 1331, PAGE 121, ORBCT (OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS) BEING AN AREA OF ENCROACHMENT OF THE HOME ON SAID LOT WITH A PLATTED 10' PUBLIC UTILITY EASEMENT, SAID AREA OF ENCROACHMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the west corner of the house on said lot and for the west corner of this description, from which a 5/8" iron rod found, with a plastic cap stamped "Kerr 4052", in the southeast right-of-way line of Peyton Street (40' ROW), at the west corner of said Lot 23R, being also the north corner of Lot 22, Block 4, as shown on the plat of Prairie View Heights recorded in Volume 128, Page 516, DRBCT (Deed Records of Brazos County, Texas), bears N 63°12'09"W a distance of 30.77 feet;

THENCE with the northwest line of the home N 42°18'23" E a distance of 1.63 feet to a point at the intersection of the northwest line of the home and the 10' public utility easement, for the north corner of this description;

THENCE leaving the northwest line and crossing through the house, with the line of the 10' public utility easement, S 47°25'27" E a distance of 39.06 feet to a point in the southeast line of the house, for the east corner of this description;

THENCE leaving the line of the 10' utility easement, along the southeast line of the house S 42°18'23" W a distance of 1.54 feet to the south corner of the house, for the south corner of this description, from which a 5/8" iron rod found, with a plastic cap stamped "Kerr 4052", at the south corner of said Lot 23R, being also the east corner of Lot 22, Block 4 of said Prairie View Heights, bears S 32°17'49" E a distance of 32.42 feet;

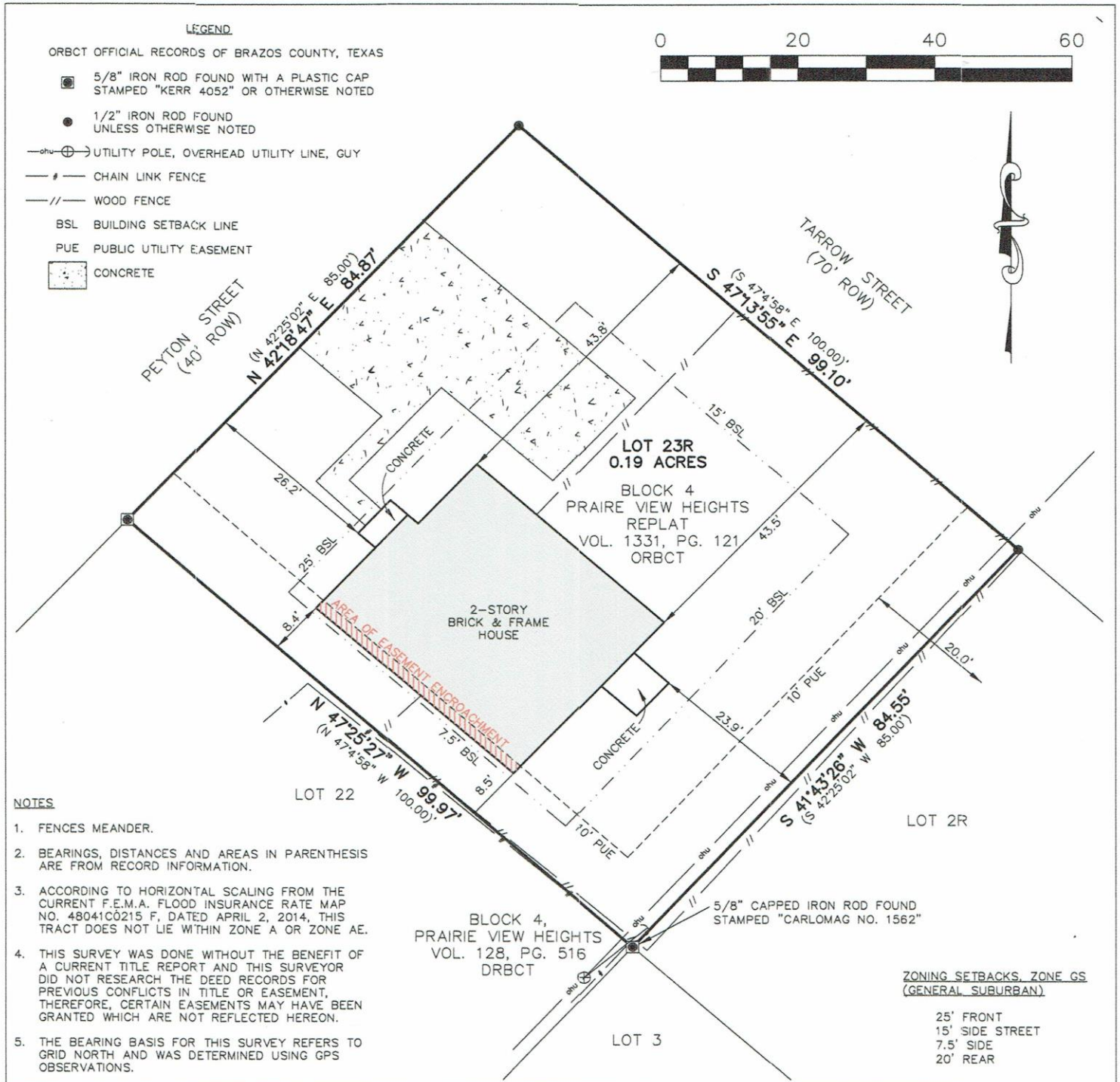
THENCE with the southwest line of the home, N 47°33'45" W a distance of 39.06 feet to the **POINT OF BEGINNING**. There are 62 square feet, more or less, described in these field notes.

The bearing basis for this survey was determined from GPS observations and refers to Grid North. This description was prepared by Payne Industries, LLC from an on the ground survey performed on May 4, 2017 and corresponds to a survey plat referenced as job number 1282-008.


Robert W. Johnston RPLS No. 5579
Job No. 1282-008
May 22, 2017



EXHIBIT A



LOT 23R, BLOCK 4, REPLAT OF PRAIRIE VIEW ESTATES, VOL. 1331, PAGE 121, ORBC T, CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS

JOB NUMBER: 1282-008

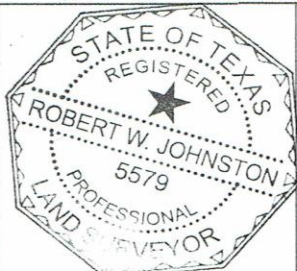
CLIENT: BLUESTONE PARTNERS

DATE: MAY 11, 2017

FIELD CREW: FG, SW

OFFICE: RJ, WJ

FB/PG: 61/01



TO BLUESTONE PARTNERS EXCLUSIVELY, AND FOR USE WITH THIS TRANSACTION ONLY:

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE: THAT THIS PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND ON MAY 04, 2017; THAT ALL CORNERS ARE MONUMENTED AS SHOWN HEREON.

ROBERT W. JOHNSTON, RPLS No. 5579

ADDRESS: 616 PEYTON STREET, COLLEGE STATION, TEXAS 77840



PAYNE
INDUSTRIES
SURVEYING • CIVIL ENGINEERING • GIS

CORPORATE OFFICE:
121 W. BUCK STREET
CALDWELL, TX 77836
PHONE: (979) 567-4500 FAX: (979) 567-6800
EMAIL: INFO@PAYNE-LLC.COM
WEBSITE: PAYNE-LLC.COM
FIRM REGISTRATION: 10193780 & F-16791

RESOLUTION NO. _____

A RESOLUTION MAKING CERTAIN FINDINGS OF FACT AND AUTHORIZING THE MAYOR OF THE CITY OF COLLEGE STATION TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND APPLICANT, BRACOL DEVELOPERS LLC, PERTAINING TO THE ENCROACHMENT OF A STRUCTURE LOCATED AT LOT 23R, BLOCK 4, PRAIRIE VIEW HEIGHTS SUBDIVISION, MORE COMMONLY KNOWN AS 616 PEYTON STREET, INTO THE EASEMENT.

WHEREAS, the City of College Station, has received an application for a license to encroach into a utility easement;

WHEREAS, the City of College Station has enacted Ordinance No. 1645 regulating, controlling and governing encroachments;

WHEREAS, in order for a license to be granted by the City Council of the City of College Station, the Council must make certain findings of facts;

WHEREAS, after hearing the application of Bracol Developers LLC to encroach into the easement, the City Council of the City of College Station, finds the following facts:

1. That through no fault of the present property owner, a portion of the structure was constructed in the utility easement.
2. That there are no utilities which would be interfered with by the utilization of the property in its present status.
3. That the structure intrudes into the easement to such a degree that it is not economically feasible to remove the part of the structure within the easement.
4. That the land use in the neighborhood appears to be stable and the use to which this property is being put is not likely to change within the foreseeable future and is similar to the use to that of the neighborhood;

WHEREAS, the City Council after hearing the application and finding the specific facts as stated above now concludes and finds that:

1. The fact that the structure was constructed within the easement through no fault of the present property owner and that it is not economically feasible to remove the part of the structure within the easement area does constitute special circumstances and conditions affecting the property which if not take into consideration would deprive the applicant of the reasonable use of his property.
2. The fact that the land use is not likely to change within the foreseeable future and that it is not economically feasible to remove the part of the structure within the easement does provide a basis for granting the license necessary for the preservation and enjoyment of the substantial property right of the applicant.
3. The fact that the use of the easement area by the property owner does not interfere with the utilities or access to the utilities and is not detrimental to the public health, safety or welfare or injurious to the property in the area; and

WHEREAS, the applicant agrees to accept the terms of the License Agreement as presented to him; now, therefore,

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

I.

That the Mayor is hereby authorized to execute on behalf of the City of College Station a License Agreement with Bracol Developers LLC pertaining to the encroachment of a portion of a structure located at Lot 23R, Block 4, Prairie View Heights Subdivision, more commonly known as 616 Peyton Street into the easement area. The terms of said License Agreement are as set forth in the form which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes.

II.

That this resolution shall be effective immediately upon adoption.

PASSED and APPROVED this _____ day of _____, 2017.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

RESOLUTION NO. _____

Page **3** of **8**

Exhibit A

LICENSE AGREEMENT

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

That the City of College Station (hereinafter referred to as "LICENSOR"), acting through the undersigned official who is so empowered by resolution of the City Council to so act in consideration of the agreement made herein by Bracol Developers LLC (hereinafter referred to as "LICENSEE"), owner of Lot 23R, Block 4, Prairie View Heights Subdivision, College Station, Texas, according to the plat recorded in Volume 13331, Page 121 of the Official Records of Brazos County, Texas, hereby grants a license to the said LICENSEE to permit a portion of a structure located on a portion of Lot 23R, Block 4, Prairie View Heights Subdivision, College Station, Texas, to encroach upon the easement, as shown on **EXHIBIT A** attached hereto and incorporated herein by reference for all purposes, owned and occupied by the City of College Station, Brazos County, Texas, but such improvements shall be at all times under and not in contact with any electric, water, sewer, or other utility, or equipment, or interfere in any way with such utility, including any drainage structures which are servicing the improvements and other property, and subject to the following terms and conditions:

Neither the granting of the license, nor any related permit, constitutes an abandonment by LICENSOR of its property, easement or easements, or any other rights in and to the above-described property. LICENSEE expressly stipulating and agreeing by LICENSEE's acceptance of this license that LICENSEE neither asserts nor claims any interest or right of any type or nature whatsoever, legal, equitable or otherwise in or to LICENSOR's property.

LICENSEE hereby expressly covenants, stipulates and agrees, without limitation, to indemnify and defend the LICENSOR and hold it harmless from any and all liability, claim, cause of action, and cost, including attorneys' fee, and including any acts or omissions of the LICENSOR, its officers, agents, and employees, which may grow out of or be attributable to the granting by the LICENSOR of said license and any supplemental license which may hereafter be issued in connection herewith including any inspections which may be conducted in connection with or pursuant to said license or any supplemental license.

LICENSEE, at its own expense, shall restore or cause to be restored the subject property to as good a condition as existed prior to construction of the improvements which are the subject of this License Agreement. LICENSEE shall pay all costs of relocation of any public utilities or facilities that may be incurred as a result of the proposed construction or actual construction.

LICENSEE agrees to comply with all laws and ordinances in the construction and maintenance of said improvements.

LICENSOR retains the right, but not the obligation, to enter upon the land to which this license applies and at LICENSEE's expense to remove any structure or improvements or alterations thereon upon the determination by LICENSOR that such removal is necessary for exercising

LICENSOR's rights or duties in regard to said easement, or for protecting persons or property, or public interest in regard to said easement.

This license, until its expiration or revocation, shall run with the title to the above-described real property, and the terms and conditions hereof shall be binding upon subsequent owners or holders thereof. LICENSEE shall cause any immediate successors in interest to have factual notice of this License Agreement.

This license shall expire automatically upon removal of the improvements located upon the property pursuant to this license, and shall expire as to any portion of said improvements upon the removal, whether or not all of the proposed improvements are removed.

This license is revocable by the LICENSOR upon the occurrence of any of the following conditions or events:

- A. LICENSEE or its successors or assigns have failed to comply with the terms of the granting of the license; or
- B. The improvements located thereon or any portion of them interfere with the rights of the LICENSOR or the public in or to LICENSOR's property; or
- C. The use of the licensed area becomes necessary for a public purpose; or
- D. Said improvements or a portion of them constitute a danger to the public which is not remediable by maintenance or alteration of the said improvements; or
- E. Said improvements or a portion of them have expanded beyond the scope of the license; or
- F. Maintenance or alteration necessary to alleviate danger to the public has not been made within a reasonable time after the dangerous condition has arisen.

This license shall be effective upon the acceptance of the terms hereof by the LICENSEE, as indicated by the signature of LICENSEE.

The license shall be filed of record in the Official Records of the County Clerk of the Brazos County Courthouse.

APPROVED this the _____ day of _____, 2017.

APPROVED:

BRACOL DEVELOPERS LLC,
LICENSEE

APPROVED:

CITY OF COLLEGE STATION,
LICENSOR

BY: _____
BRACOL DEVELOPERS LLC

BY: _____
KARL MOONEY, Mayor

ATTEST:

SHERRY MASHBURN, City Secretary

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2017, by KARL MOONEY, as Mayor of the City of College Station, a Texas Municipal Corporation, on behalf of said Corporation.

Notary Public in and for the State of Texas

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2017, by MARCOS MACHADO, Managing Member of BRACOL DEVELOPERS, LLC, a Texas limited liability company, on behalf of said of BRACOL DEVELOPERS, LLC, a Texas limited liability company.

Notary Public in and for the State of Texas

RETURN ORIGINAL DOCUMENT TO:

City of College Station
Legal Department
P.O. Box 9960
College Station, Texas 77842-9960

DESCRIPTION OF ENCROACHMENT

FIELD NOTE DESCRIPTION OF 62 SQUARE FEET, MORE OR LESS, BEING A PORTION OF LOT 23R, BLOCK 4, OF THE REPLAT OF PRAIRIE VIEW ESTATES, A SUBDIVISION IN THE CITY OF COLLEGE STATION, RECORDED IN VOLUME 1331, PAGE 121, ORBCT (OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS) BEING AN AREA OF ENCROACHMENT OF THE HOME ON SAID LOT WITH A PLATTED 10' PUBLIC UTILITY EASEMENT, SAID AREA OF ENCROACHMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the west corner of the house on said lot and for the west corner of this description, from which a 5/8" iron rod found, with a plastic cap stamped "Kerr 4052", in the southeast right-of-way line of Peyton Street (40' ROW), at the west corner of said Lot 23R, being also the north corner of Lot 22, Block 4, as shown on the plat of Prairie View Heights recorded in Volume 128, Page 516, DRBCT (Deed Records of Brazos County, Texas), bears N 63°12'09"W a distance of 30.77 feet;

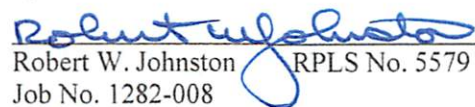
THENCE with the northwest line of the home N 42°18'23" E a distance of 1.63 feet to a point at the intersection of the northwest line of the home and the 10' public utility easement, for the north corner of this description;

THENCE leaving the northwest line and crossing through the house, with the line of the 10' public utility easement, S 47°25'27" E a distance of 39.06 feet to a point in the southeast line of the house, for the east corner of this description;

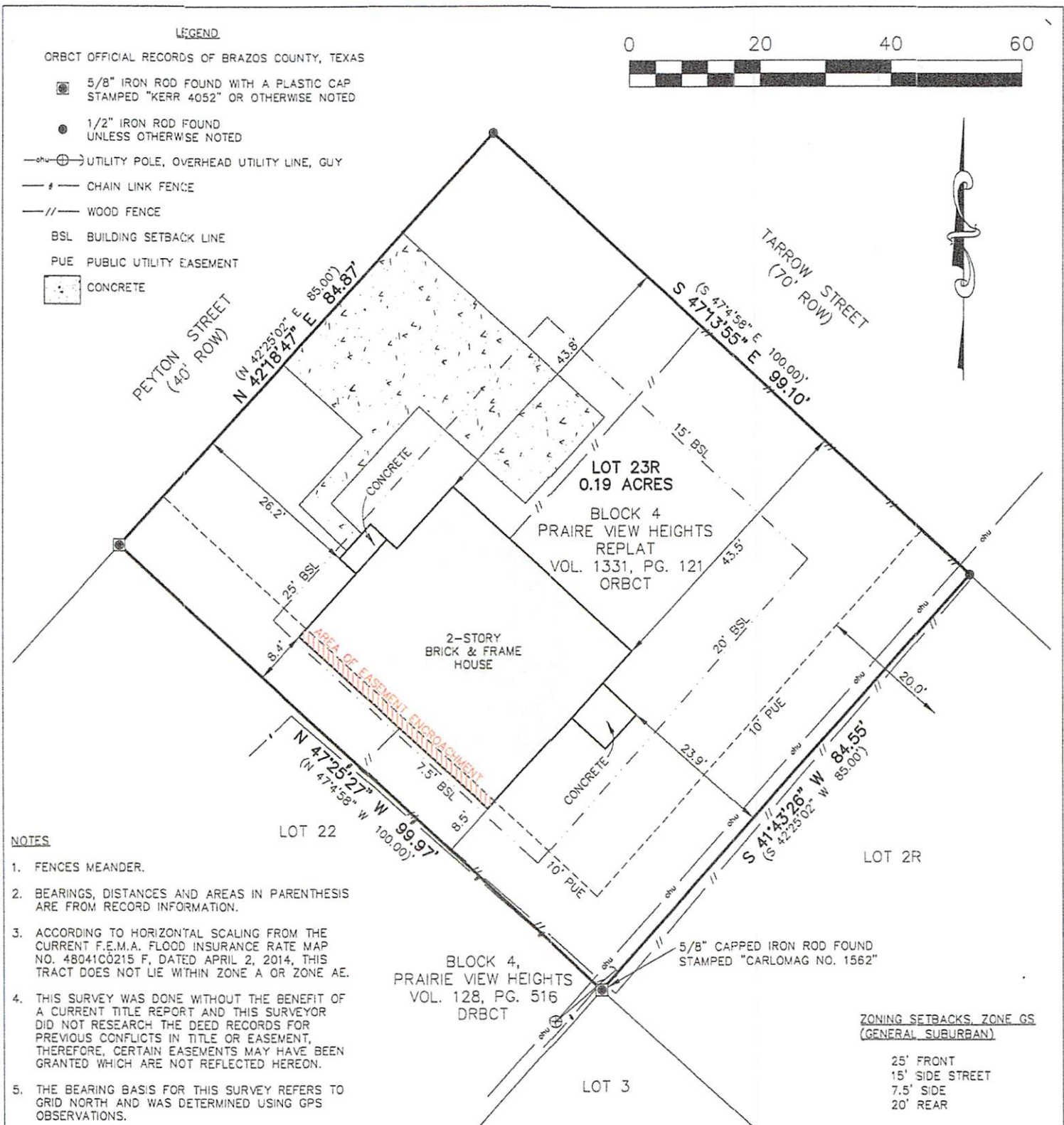
THENCE leaving the line of the 10' utility easement, along the southeast line of the house S 42°18'23" W a distance of 1.54 feet to the south corner of the house, for the south corner of this description, from which a 5/8" iron rod found, with a plastic cap stamped "Kerr 4052", at the south corner of said Lot 23R, being also the east corner of Lot 22, Block 4 of said Prairie View Heights, bears S 32°17'49" E a distance of 32.42 feet;

THENCE with the southwest line of the home, N 47°33'45" W a distance of 39.06 feet to the **POINT OF BEGINNING**. There are 62 square feet, more or less, described in these field notes.

The bearing basis for this survey was determined from GPS observations and refers to Grid North. This description was prepared by Payne Industries, LLC from an on the ground survey performed on May 4, 2017 and corresponds to a survey plat referenced as job number 1282-008.


Robert W. Johnston RPLS No. 5579
Job No. 1282-008
May 22, 2017





**LOT 23R, BLOCK 4, REPLAT OF PRAIRIE VIEW ESTATES, VOL. 1331, PAGE 121, ORBC,
CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS**

JOB NUMBER: 1282-008

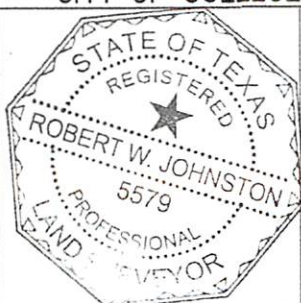
CLIENT: BLUESTONE PARTNERS

DATE: MAY 11, 2017

FIELD CREW: FG, SW

OFFICE: RJ, WJ

FB/PG: 61/01



TO BLUESTONE PARTNERS EXCLUSIVELY, AND FOR USE WITH THIS TRANSACTION ONLY:

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE: THAT THIS PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND ON MAY 04, 2017; THAT ALL CORNERS ARE MONUMENTED AS SHOWN HEREON.

Robert W. Johnston
ROBERT W. JOHNSTON, RPLS No. 5579

ADDRESS: 616 PEYTON STREET,
COLLEGE STATION, TEXAS 77840

PAYNE INDUSTRIES
SURVEYING • CIVIL ENGINEERING • GIS

CORPORATE OFFICE:
121 W. BUCK STREET
CADDWELL, TX 77836
PHONE: (979) 267-4500 FAX: (979) 267-6800
EMAIL: INFO@PAYNE-LLC.COM
WEBSITE: PAYNE-LLC.COM
FIRM REGISTRATION: 12192782 & F16791



Legislation Details (With Text)

File #:	17-0308	Version:	1	Name:	Wirestar Fiber Lease Amendment
Type:	Agreement	Status:		Status:	Consent Agenda
File created:	6/20/2017	In control:		In control:	City Council Regular
On agenda:	7/13/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on an Amendment to the lease agreement with Wirestar Inc. for lease of City Fiber Optic Cable Facilities.				
Sponsors:	Ben Roper				
Indexes:					
Code sections:					
Attachments:	Wirestar Amendment signed.pdf				

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

Presentation, possible action, and discussion on an Amendment to the lease agreement with Wirestar Inc. for lease of City Fiber Optic Cable Facilities.

Relationship to Strategic Goals: (Select all that apply)

- Diverse Growing Economy

Recommendation(s): Staff recommends approval.

Summary: The work of the Research Valley Technology Council (RVTC) to encourage the development of next generation bandwidth services in the B/CS metropolitan area included exploring the option for commercial entities to lease spare city fiber or conduit. Continued work in this area indicates that there is commercial demand for city spare (or dark) fiber or city conduit to encourage the development of expanded broadband services. On March 26, 2015 Council approved an Ordinance permitting the lease of City Fiber Optic Cable Facilities. This item is the first lease authorized by the new Ordinance.

At the October 8, 2015 Council Meeting, Council approved a Fiber Optic Cable Facilities Lease with Wirestar Inc. This Amendment to the original lease Agreement adds additional fiber strand miles to the Wirestar Lease Agreement.

Budget & Financial Summary: This lease will have a financial impact on the city. Modest revenue will be obtained from fiber lease.

Attachments:
Wirestar Lease Amendment

**FIRST AMENDMENT OF THE
DARK FIBER LEASE AGREEMENT BETWEEN COLLEGE STATION, TEXAS AND
WIRESTAR, INC.**

This First Amendment (“Amendment”) is made by and between WireStar, Inc., a Texas corporation (“USER”) and the City of College Station, a Texas Home Rule Municipal Corporation (“PROVIDER”).

RECITALS

WHEREAS, PROVIDER and USER entered into a Dark Fiber Lease Agreement (“Original Agreement”) with Contract No. 16300022 on October 12, 2015; and

WHEREAS, the Original Agreement 16300022 provided for USER lease of 43.16 Fiber Strand Miles in the amount of \$21,580; and

WHEREAS, USER has notified the PROVIDER of the desire to lease an additional 30.62 Fiber Strand Miles of Fiber; and

WHEREAS, the PROVIDER has agreed to lease the additional 30.62 Fiber Strand Miles; and

WHEREAS, the lease cost of the additional Fiber Strand Miles will be prorated for the time remaining in the original lease, ending on October 11, 2025; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises set forth herein, USER and PROVIDER agree to amend the Original Agreement as follows:

1. Replacing Exhibit A, “Map of Routes Covered by this Lease” with new Exhibit A attached to this Amendment.
2. Replacing Exhibit A-1, “Route Segment Listing and Payment Amounts”, with new Exhibit A-1 attached to this Amendment.
3. All other terms, conditions and pricing remain in full force and effect.

(signature page to immediately follow)

IN WITNESS WHEREOF the Parties have caused this Amendment to be executed by their duly authorized representatives.

WIRESTAR, INC.

CITY OF COLLEGE STATION

By: Kyle Leissner

Printed Name: Kyle Leissner

Title: President

Date: 6/20/2017

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager / CFO

Date: _____

EXHIBIT A
MAP OF ROUTES COVERED BY THIS LEASE

The routes covered by this Lease Agreement, as Amended, are highlighted in green on the below map.

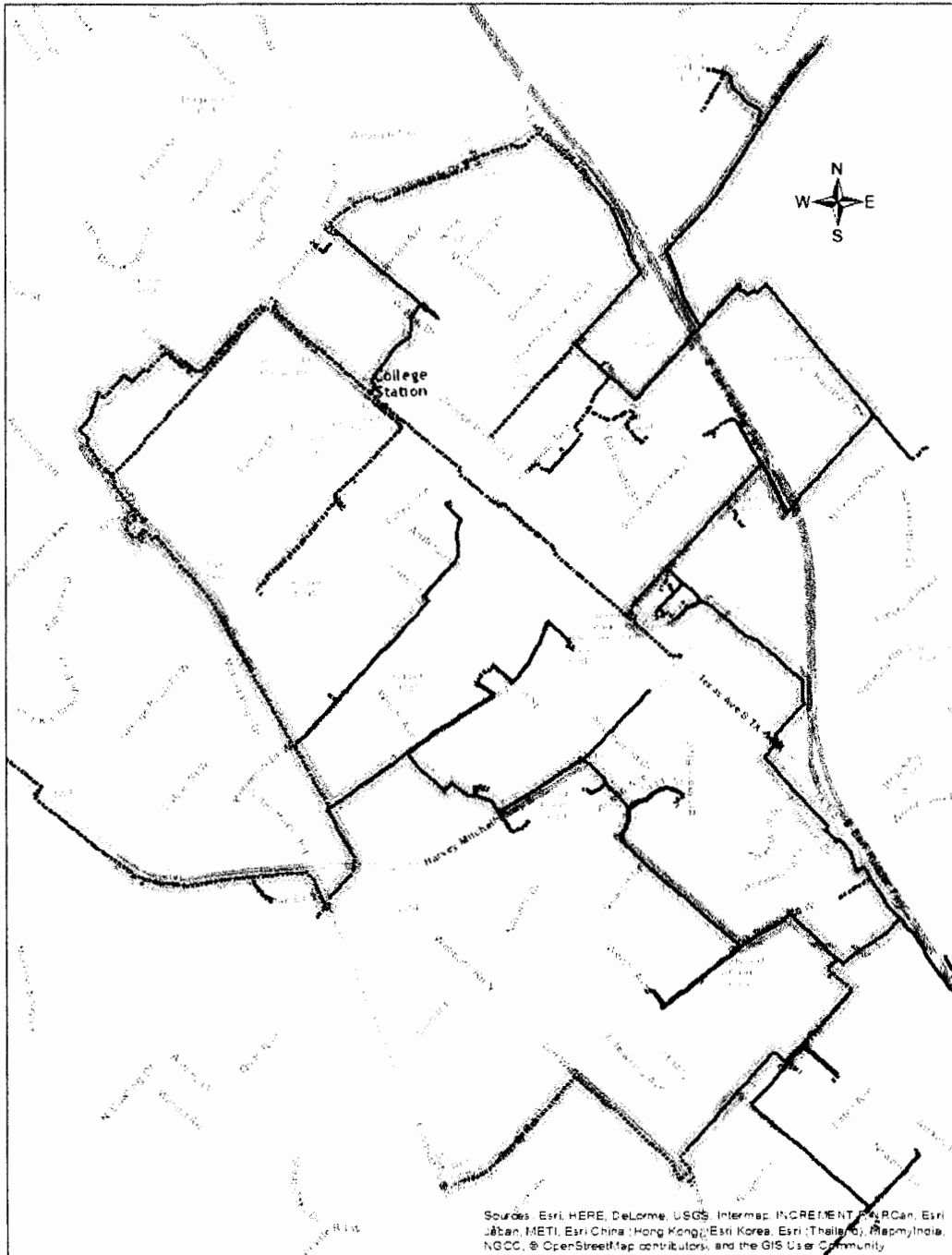


EXHIBIT A-1

ROUTE SEGMENT LISTING AND PAYMENT AMOUNTS

Initial Route Segments Established in Original Agreement (16300022)

- Two (2) fiber strands on the main city fiber ring as shown in Exhibit A.
- Two (2) fiber strands on the Route Segment running from the splice point in the vicinity of Southwest Parkway and Wellborn Rd to the Dowling Road Pump Station on Dowling Road.
- Two (2) fiber strands on the Route Segment running from Dowling Road Pump Station on Dowling Road to the splice point in the vicinity of FM 2818 and Luther Street W.

Additional Route Segments Added by First Amendment (as shown on Exhibit A)

- Four (4) fiber strands from City Tower (TOWR) to the end of that leg that terminates near the intersection of Harvey Rd & Copperfield Parkway.
- Four (4) fiber strands from Utility Service (USCE) to the new splice point near the intersection of Rock Prairie Rd West & Oak Creek.
- Two (2) fiber strands from the Southwest Parkway & Wellborn (SWWB) through the Dowling Pump Station (DOWP) to Harvey Mitchell & Luther (HMLU) splice point.

Total Route Segments Established by both the Initial Agreement and First Amendment (as shown on Exhibit A)

- Two (2) fiber strands on the main city fiber ring.
- Four (4) fiber strands on the Route Segment running from the splice point in the vicinity of Southwest Parkway and Wellborn Rd to the Dowling Road Pump Station on Dowling Road.
- Four (4) fiber strands on the Route Segment running from Dowling Road Pump Station on Dowling Road to the splice point in the vicinity of FM 2818 and Luther Street W.
- Four (4) fiber strands from City Tower (TOWR) to the end of that leg that terminates near the intersection of Harvey Rd & Copperfield Parkway.
- Four (4) fiber strands from Utility Service (USCE) to the new splice point near the intersection of Rock Prairie Rd West & Oak Creek.

Calculation of Initial License Payment Amount

The USER License Payment for the USER Fibers is an imputed rate of \$500.00 per Fiber Strand Mile.

Fiber Ring Distance	18.8 miles
SWP – Dowling Rd segment	1.1 miles
Dowling Rd - Luther segment	<u>1.68 miles</u>
Total miles	21.58 miles

Two (2) fiber strands for each segment

2 fiber strands x 21.58 miles = 43.16 Fiber Strand Miles

43.16 Fiber Strand Miles x \$500.00/Fiber Strand Miles = **\$21,580.00 User License Payment Amount**

Calculation of First Amendment License Payment Amount

The USER License Payment for the USER Fibers is an imputed rate of \$500.00 per Fiber Strand Mile. This amount is prorated for the remainder of the lease at \$412.50 per Fiber Strand Mile (99 of 120 months remaining).

City TOWR to Harvey/Copperfield	3.34 miles
USCE to Rock Prairie Rd West	3.78 miles
Southwest Parkway/Wellborn to Luther	<u>1.07 miles</u>
Total miles	8.19 miles

Four (4) fiber strands City TOWR to Harvey/Copperfield – 13.36 fiber strand miles

Four (4) fiber strands USCE to Rock Prairie Rd. West – 15.12 fiber strand miles

Two (2) fiber strands for Southwest Parkway to Luther – 2.14 fiber strand miles

30.62 Fiber Strand Miles x \$412.50/Fiber Strand Mile = **\$12,630.75 User License Payment Amount for fiber added by First Amendment.**

Calculation of Maintenance Amount

Following the Effective Date for each USER Fiber on a Route Segment, USER will pay an annual maintenance fee per Fiber Mile per year. The annual maintenance will be calculated annually and is based on the personnel cost (payroll and benefits) times the estimated percent of city staff time spent conducting fiber operations and maintenance activities. This amount provides the total staff cost devoted to fiber operations and maintenance activities. This amount is then divided by the total number of fiber strand miles to determine the annual maintenance cost per fiber strand mile.

City staff cost devoted to fiber activities (2016-2017)	\$77,306
Total city fiber optic strand miles	2,192

Maintenance cost per fiber optic strand mile: $\$77,306/2,192 = \35.27 per fiber strand mile

Annual maintenance cost (2016-2017): \$35.27/fiber strand mile x 43.16 fiber strand miles leased
= **\$1,356.52**

Prorated Maintenance cost for fiber added by First Amendment (2016-2017):

\$30.62 fiber strand miles x \$35.27 per fiber strand mile x 3/12 (prorated maintenance) = **\$269.99**

The updated Maintenance Amount calculations will be performed for 2017-2018 using the combined total amount of all PROVIDER fiber leased by USER in the Original Agreement and First Amendment, as modified.

Due Date for License Payment

The License Payment shall be paid by USER to PROVIDER as follows:

- (a) 100% of the License Payment and the first year Maintenance Amount is due and payable upon execution of the Agreement by the parties.



Legislation Details (With Text)

File #:	17-0313	Version:	1	Name:	Temporary Personnel Services Contract Renewals
Type:	Contract	Status:		Status:	Consent Agenda
File created:	6/22/2017	In control:		In control:	City Council Regular
On agenda:	7/13/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding renewing contracts for Temporary Personnel Services with Spherion Staffing LLC and Kelly Services. The estimated annual expenditure for temporary personnel services is \$340,000.				
Sponsors:	Alison Pond				
Indexes:					
Code sections:					
Attachments:	Spherion Renewal 1 Kelly Services Renewal 1				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding renewing contracts for Temporary Personnel Services with Spherion Staffing LLC and Kelly Services. The estimated annual expenditure for temporary personnel services is \$340,000.

Relationship to Strategic Goals: Financially Sustainable City

Recommendation(s): Staff recommends approval to renew the contracts with the employment agencies for a total not-to-exceed amount of \$340,000. The City's primary contract is with Spherion Staffing LLC and the estimated annual expenditure for their services is \$300,000. The secondary contract is with Kelly Services and the estimated annual expenditure for their services is \$40,000.

Background & Summary: From time to time, for continued City Operations, it is necessary to retain temporary staffing services. These services allow City departments to fill short term vacancies with temporary workers. In some cases, when in the best interest of the City, the City may choose to convert/hire these workers as full time City employees. The temp-to-perm option is beneficial in some cases as it gives both the employer and prospective hire time to see if the permanent relationship would be mutually beneficial.

In accordance with Chapter 791 of the Texas Government Code, the City has established an interlocal agreement with Texas A&M that allows the City to piggyback their agreements. The City will be procuring temporary personnel services through existing Texas A&M Master Agreements with each staffing agency. Procuring these services in this manner satisfies state law bidding requirements.

Budget & Financial Summary: Funding is available in various department and project budgets.

RENEWAL 1 ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract 16300536 for Temporary Personnel Services, in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Three Hundred Thousand and No/100 Dollars (\$300,000.00).

I understand this renewal term will be for the period beginning July 18, 2017 through July 17, 2018. This is the first of three (3) possible renewal options available. .

Spherion Staffing LLC

By: 
Printed Name: Kent Peters
Title: Vice President of
Date: Contract Management
6/13/17

City of College Station

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Asst. City Manager/ CFO
Date: _____

RENEWAL 1 ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract 16300537 for Temporary Personnel Services, in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Forty Thousand and No/100 Dollars (\$40,000.00).

I understand this renewal term will be for the period beginning July 18, 2017 through July 17, 2018. This is the first of three (3) possible renewal options available.

Kelly Services

By: Joy Roy
Printed Name: Joy Roy
Title: DISTRICT MANAGER
Date: 6/8/17

City of College Station

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Asst. City Manager/ CFO
Date: _____



Legislation Details (With Text)

File #:	17-0314	Version:	1	Name:	Elder Aid CHDO - Normand
Type:	Contract	Status:		Status:	Consent Agenda
File created:	6/22/2017	In control:		In control:	City Council Regular
On agenda:	7/13/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on approving a contract for the grant of federal HOME Investment Partnership Grant Program Community Housing Development Organization Set-Aside funds with Elder-Aid, Inc. in the amount of \$220,000 for acquisition and rehabilitation of two (2) existing dwelling units located at 3400-3402 Normand to be used as affordable rental housing for income-eligible elderly households.				
Sponsors:	Debbie Eller				
Indexes:					
Code sections:					
Attachments:	Attachment 1 - Contract Attachment 2 - Location Map				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approving a contract for the grant of federal HOME Investment Partnership Grant Program Community Housing Development Organization Set-Aside funds with Elder-Aid, Inc. in the amount of \$220,000 for acquisition and rehabilitation of two (2) existing dwelling units located at 3400-3402 Normand to be used as affordable rental housing for income-eligible elderly households.

Relationship to Strategic Goals: (Select all that apply)

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

Recommendation(s): Staff recommends approval of this Contract

Summary: The federal HOME Investment Partnership Grant program (HOME) provides assistance to income qualified persons by funding a variety of affordable housing activities. The City is required by the U. S. Department of Housing and Urban Development (HUD) to make at least 15% of each years HOME grant allocation available for non-profit agencies that meet the definition of a Community Housing Development Organization (CHDO). CHDO's must have, as one of their goals, the provision of affordable housing. They must also have a board make-up that comply with the HOME Program requirements. The 15% set-aside funds may be used for most HOME eligible activities. The HOME grant provides the flexibility to exceed the 15% requirement if eligible, feasible projects are proposed that address the community needs. Affordable rental housing has been identified as a

priority need in the 2015 - 2019 Consolidated Plan.

Elder-Aid, Inc. has been certified by the City as an eligible CHDO since May 2015 to allow the organization to expand their mission of serving the elderly into College Station. They have purchased, rehabilitated, and leased 8 duplex units in the City of College Station. They have demonstrated capacity as a CHDO for the City of Bryan since 1998, where they have received HOME funds to construct eighteen (18) single-family homes restricted for rental to elderly households.

Elder-Aid submitted a proposal in response to RFP 17-035 - 2017 Community Housing Development Organization Funding to acquire and rehabilitate two (2) existing dwelling units for use as affordable rental units for income-eligible, elderly households. The dwelling units consist of one (1) duplex located at 3400-3402 Normand Drive.

Budget & Financial Summary: These funds are available in the Fiscal Year 2017 Community Development Budget and include Program Year 2015 and Program Year 2016 HOME funds.

Attachments:

Attachment 1: Contract and Grant for HOME Programs

Attachment 2: Location Map

CITY OF COLLEGE STATION, TEXAS
CONTRACT AND GRANT FOR
HOME PROGRAMS: ELDER-AID, INC.

Article I. PARTIES

Section 1.01 This HOME CHDO Allocation of Funding Contract (the "Contract") is between the **City of College Station** ("City"), a home-rule municipality of the State of Texas, and **Elder-Aid, INC**, ("Recipient"), a Texas Non-Profit Corporation (collectively referred to as the "Parties").

Article II. CONTRACT PERIOD

Section 2.01 This contract shall commence on July 13, 2017, and the project shall be completed by July 13, 2019, unless extended by agreement of the Parties in writing. This agreement will remain valid throughout the "Period of Affordability" as defined by 22.02.

Article III. RECIPIENT PERFORMANCE

Section 3.01 Recipient shall administer two (2) projects in accordance with the HOME INVESTMENT PARTNERSHIPS ACT OF 1990, 42 U.S.C. 12701 ET SEQ. (THE ACT) and the implementing regulations, 24 CFR PART 92, TEXAS GOVERNMENT CODE SECTION 531.001 ET SEQ., and the HOME INVESTMENT PARTNERSHIPS PROGRAM RULES. Recipient shall perform all activities in accordance with the terms of the Performance Statement, ("Exhibit A" attached hereto); the Budget, ("Exhibit B" attached hereto); the Project Implementation Schedule, ("Exhibit C" attached hereto); the Applicable Laws and Regulations, ("Exhibit D" attached hereto); the Certifications, ("Exhibit E" attached hereto); the assurances, covenants, warranties, certifications, and all other statements made by Recipient in its application for the project funded under this contract; and with all other terms, provisions, and requirements set forth in this contract.

Section 3.02 In the event the affordability requirements of 24 CFR 92.252 & 24 CFR 92.254 are not satisfied by Recipient hereunder, Recipient shall bear ultimate responsibility for repayment of HOME funds.

Section 3.03 In the event that there is program income, repayments, and/or recaptured funds, the funds must be used in accordance with the requirements of 24 CFR 92.503, as outlined in the Performance Statement, "Exhibit A".

Section 3.04 Recipient agrees to maintain itself as a CHDO in accordance with Title II of the National Affordable Housing Act (1990), as it may be amended, concerning the HOME Investment Partnership program (HOME) and 24 CFR 92.300.

Section 3.05 All HOME assisted units shall comply with the HOME rents as stated in 24 CFR. 92.252. Recipient must annually provide City with information on rents and occupancy of HOME-assisted units. Rents may not exceed the maximum HOME rents published annually by HUD (Exhibit F). Any increase in rents for HOME-assisted units is subject to the provisions of 24 CFR 92.252(f)(3). Tenants of HOME units must receive not less than 30 days prior written notice before implementing any increase in rents. Based upon the HOME portion of the total eligible development cost, two (2) units will be designated as HOME assisted units and will be fixed HOME units. The term fixed units means units that are designated as HOME-assisted units through the duration of the affordability period.

Section 3.06 Maximum rents and income will be established annually by the U. S. Department of Housing and Urban Development, and the Recipient will be notified in writing of said rates by the Community Development Division of the Community Services Department, as soon as the Division is made of aware of said rates.

Section 3.07 Annually or as tenant occupancy changes, whichever occurs earlier, the Recipient will submit to the City a copy of the lease and proof of income of the tenants occupying the HOME units. This information will be submitted for the duration of the affordability period as noted in the Land Use Restriction Agreement.

Section 3.08 The Recipient agrees not to prohibit a Section 8 tenant from occupying a HOME unit. The Recipient is not prohibited from conducting a background check on credit history or criminal history.

Article IV. CITY FINANCIAL OBLIGATIONS

Section 4.01 City Financial Obligations. In consideration of full and satisfactory performance of the activities referred to in Article V of this contract, City shall be obligated to pay for eligible actual and reasonable costs incurred by Recipient during the contract period for performances rendered under this contract by Recipient, subject to the limitations set forth in this Article IV.

- (a) The Parties agree that City's obligations under Article IV of this contract are contingent upon the actual receipt of adequate local and/or federal funds. If adequate funds are not available to make payments under this contract, City shall notify Recipient in writing within a reasonable time after such fact is determined. City shall then terminate this contract and shall not be liable for failure to make payments to Recipient under this contract.
- (b) City shall not be liable to Recipient for any costs incurred by Recipient, or any portion thereof, which have been paid to Recipient or which are subject to payment to Recipient, or which have been reimbursed to Recipient, or are subject to reimbursement to Recipient, by any source other than City or Recipient.
- (c) City shall not be liable to Recipient for any costs incurred by Recipient which are not eligible

project costs, as set forth in 24 CFR 92.206(A) and Article VI of this contract. Funds provided under this contract shall not be used nor shall City be liable for payment of costs associated directly or indirectly incurred because of prohibited activities as defined in 24 CFR 92.214.

- (d) City shall not be liable to Recipient for any costs incurred by Recipient or for any performances rendered by Recipient which are not strictly in accordance with the terms of this contract, including the terms of Exhibits A, B, C, D, and E of this contract.
- (e) City shall not be liable for costs incurred or performance rendered by Recipient before commencement or after termination of this contract.

Section 4.02 LIMIT OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, THE TOTAL OF ALL PAYMENTS AND OTHER OBLIGATIONS INCURRED BY CITY UNDER THIS CONTRACT SHALL UNDER NO CIRCUMSTANCES EXCEED ONE HUNDRED SIXTY-FOUR THOUSAND ONE HUNDRED THIRTY-FIVE AND 00/100, (\$164,135.00), FROM THE FY 2016 (HUD GRANT YEAR 2015) AND FIFTY-FIVE THOUSAND EIGHT HUNDRED SIXTY-FIVE AND 00/100, (\$55,865.00), FROM THE FY 2017 (HUD GRANT YEAR 2016) BUDGET.

Section 4.03 Conversion to Homeownership With the permission of the City, the owner of the HOME-assisted rental unit(s) may convert said units to homeownership pursuant to 24 CFR§92.255.

Article V. DISBURSEMENT OF FUNDS

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

Section 5.02 Any and all Program Income as defined by 24 CFR 84.21 must be disbursed by Recipient prior to requesting a disbursement of funds from the City. Proceeds from the sale of properties acquired and rehabilitated under this contract are not to be considered program income but may be retained by the CHDO as allowed under 24 CFR 92.300(a)(2) as CHDO Proceeds. All such proceeds retained the Recipient must be used for future affordable housing activities within the jurisdictional boundaries of the City of College Station, subject to approval by the City.

Section 5.03 The Parties agree that City's obligations to make payments under this contract is contingent upon Recipient's full and satisfactory performance of its obligations under this contract. City reserves the right to recover, recapture or offset funds paid under this contract in the

event City determines that Recipient will be unable to commit or expend funds within the prescribed time, as determined by City. Recipient agrees to refund to the City all funds that the City in its sole discretion determines to have been used for ineligible and/or unapproved purposes. Such refunds will be made within thirty (30) days of notification by the City of the ineligible expenditure.

Section 5.04 The Parties agree that any right or remedy provided for in this Article V or in any other provision of this contract is not cumulative, and shall not preclude the exercise of any other right or remedy under this Contract or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

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

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

Article VII. RETENTION AND ACCESSIBILITY OF RECORDS

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

Section 7.02 Recipient shall give HUD, the Comptroller General of the United States, the City of College Station Auditor, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Recipient pertaining to this contract. Such rights to access shall continue as long as the records are retained by Recipient. Recipient agrees to maintain such records in a location accessible to the above-named persons and entities.

Section 7.03 All records pertinent to this contract shall be retained by Recipient for five calendar years after the date of termination of this contract or of submission of the final close-out report, whichever is later, with the following exceptions:

- (a) If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been finally resolved, including all legal and administrative appeals.
- (b) Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254.
- (c) Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

Section 7.04 Recipient shall require the substance of this Article VII to be included in all subcontracts.

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

Article VIII. REPORTING REQUIREMENTS

Section 8.01 Recipient shall submit to City such reports on the operation and performance of this Agreement as may be required by City including but not limited to the reports specified in this Article VIII. Recipient shall provide City with all reports necessary for City's compliance with 24 CFR 92.508, 92.509 and 24 CFR 570 SUBPART J or any other applicable statute, law or regulation. Additionally Recipient shall provide HUD and City complete access to the property, all books, records, files, reports or other papers as requested by City and HUD.

Section 8.02 In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the Parties hereto that if Recipient fails to promptly submit to City any report required by this Agreement, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Recipient hereunder. If City withholds such payments, it shall notify Recipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by City until such time as Recipient fully cures or performs any and all delinquent obligations which are identified as the reason funds are withheld.

Section 8.03 Verification of Income. Verification of income for HOME assisted unit tenants will be pursuant to 24 C.F.R 5.609.

Section 8.04 Recipient shall submit activity reports to the City on an annual basis, with information on rents and occupancy. The format of such reports shall, at a minimum, consist of a HOME Project Compliance Report – Rental Housing Checklist 6-D (Exhibit G), Financial

Summary (Exhibit H), and Program Narrative (Exhibit I). Annual reports will be due no later than October 30th of each year.

Article IX. MONITORING

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

Article X. INDEPENDENT CONTRACTOR

Section 10.01 It is expressly understood and agreed by the Parties hereto that City is contracting with Recipient as an Independent Contractor and not any employee, or agent of City. This contract does not establish or constitute a joint venture or enterprise between City and Recipient.

Section 10.02 By entering into this contract, City and Recipient do not intend to create a joint enterprise.

Article XI. INSURANCE, INDEMNIFICATION AND RELEASE

Section 11.01 The Recipient shall procure and maintain, at its sole cost and expense for the duration of this Contract, 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 Recipient, its officers, agents, volunteers, and employees.

Section 11.02 The Recipient's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. The Required Limits of Insurance are attached in Exhibit "J".

Section 11.03 Indemnification. The Recipient 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 attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Recipient under this Contract. Such indemnity shall apply regardless 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 Recipient, or any third party.

Section 11.04 Release. The Recipient 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 Recipient's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and 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 Recipient, or any third party.

Article XII. SUBCONTRACTS

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

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

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

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

Article XIII. CONFLICT OF INTEREST

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

Article XIV. NONDISCRIMINATION AND SECTARIAN ACTIVITY

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

- (a) To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds provided under this contract be given to low-income persons residing within the general local government area in which the project is located; and
- (b) To the greatest extent feasible, contracts for work to be performed in connection with any such project be awarded to business concerns, including, but not limited to, individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan City as the project.

Section 14.02 Religious Organizations. Funds provided under this contract may not be provided to primarily religious organizations, such as churches, for any activity, including secular activities. In addition, funds provided under this contract may not be used to rehabilitate or construct housing owned by primarily religious organizations, such as churches, for any activity, including secular activities. In addition, funds provided under this contract may not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. The completed housing project must be used exclusively by the owner entity for secular purposes and must be available to all persons regardless of religion. There must be no religious or membership criteria for tenants of the property as specified under 24 CFR 92.257.

Article XV. LEGAL AUTHORITY

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

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

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

Article XVI. LITIGATION AND CLAIMS

Section 16.01 Recipient shall give City immediate notice in writing of:

- (a) any action, including any proceeding before an administrative agency, brought or filed against Recipient in connection with this contract; and
- (b) any claim against Recipient, the cost and expense of which Recipient may be entitled to be reimbursed by City.

Except as otherwise directed by City, Recipient shall furnish immediately to City copies of all documents received by Recipient with respect to such action, proceeding, or claim.

Article XVII. CHANGES AND AMENDMENTS

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

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

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

Article XVIII. SUSPENSION

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

Article XIX. TERMINATION

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

- (a) Temporarily withhold cash payments pending correction of the deficiency or default by the Recipient.
- (b) Disallow all or part of the cost of the activity or action not in compliance; and require immediate repayment of such disallowed costs.
- (c) Withhold further HOME awards from Recipient.
- (d) Exercise other rights and remedies that may be legally available as determined by the City to comply with the terms of this contract.
- (e) City may terminate this contract for convenience in accordance with 24 CFR 85.44.

Article XX. AUDIT

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

- (a) Recipient shall have an audit made in accordance with 24 CFR 92.506, THE SINGLE AUDIT

ACT OF 1984, 31 U.S.C. 7501 et. seq., and OMB Circular No.133, "AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS", for any of its fiscal years included within the contract Period, in which Recipient receives more than \$750,000.00 in federal financial assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative contracts, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of State and local government;

- (b) At the option of Recipient, each audit required by this Article may cover either Recipient's entire operations or each department, agency, or establishment of Recipient which received, expended, or otherwise administered federal funds;
- (c) Notwithstanding paragraphs 4.01(c) and (d), Recipient shall utilize operating expense funds budgeted under this contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by City under this contract, provided however that City shall not make payment for the cost of such audit services until City has received the complete and final audit report from Recipient;
- (d) Unless otherwise specifically authorized by City in writing, Recipient shall submit the complete and final report of such audit to City within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each fiscal period included within the period of this contract. Audits performed under Subsection A of this Article XX are subject to review and resolution by City or its authorized representative.
- (e) As part of its audit, Recipient shall verify expenditures according to the Budget attached as Exhibit B.

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

Section 20.03 Recipient understands and agrees that it shall be liable to City for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Recipient further understands and agrees that reimbursement to City of such disallowed costs shall be paid by Recipient from funds which were not provided or otherwise made available to Recipient under this contract.

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

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

Article XXI. ENVIRONMENTAL CLEARANCE REQUIREMENTS

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

Section 21.02 Funds provided under this contract may not be obligated and expended before the actions specified in this Article occur.

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

Article XXII. SPECIAL CONDITIONS

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

Section 22.02 Affordability. Funds provided under this contract must meet the affordability requirement of 24 CFR 92.252 and 24 CFR 92.254 and the HOME rules as applicable. The affordability period will be 15 years.

Section 22.03 Repayment. Recipient agrees that all repayments, including all interest and any other return on the investment of HOME funds will be made to City pro-rata. Repayment is due if the unit is not operated in accordance with the affordability requirement.

Section 22.04 Housing Quality Standards. Recipient shall ensure that all housing assisted with funds provided under this contract shall meet the requirements of 24 CFR 92.251 for the duration of this contract.

Section 22.05 Affirmative Marketing. Recipient shall adopt Affirmative Marketing procedures and requirements for rental and homebuyer projects containing five (5) or more HOME-assisted housing units. The Affirmative Marketing procedures and requirements shall include, but need not be limited to, those specified in 24 CFR 92.351. City will assess the efforts of the Recipient during the marketing of the units by use of compliance certification. Where a Recipient fails to follow the

Affirmative Marketing procedures and requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the City may deem necessary. Recipient must provide City with an annual assessment of the Affirmative Marketing program of the development if an Affirmative Marketing program is required under this section. The assessment must include:

- (a) Method used to inform the public and potential residents about Federal Fair Housing laws and Affirmative Marketing policy. Recipient's advertising of housing must include the Equal Housing Opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or signage. Recipient may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.
- (b) Records describing actions taken by the Recipient to affirmatively market housing and records to assess the results of these actions. Recipient must maintain a file containing all marketing efforts (i.e. copies of newspapers ad, memos of phone calls, copies of letters) to be available for inspection at least annually by City.
- (c) Recipient shall solicit applications for housing from persons in the housing market who are least likely to apply for housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the housing is located shall be considered those least likely to apply.
- (d) Recipient shall maintain a listing of all residents residing in each home through the end of the compliance period.
- (e) The Recipient will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in the preceding paragraph.

Section 22.06 Enforcement of Affordability. City shall provide a legally enforceable contract consisting of a Land Use Restriction Agreement, containing remedies adequate to enforce the affordability requirements of 24 CFR 92.252, as applicable, for each activity assisted under this contract, to be recorded in the real property records of Brazos County. Funds recaptured because housing no longer meets the affordability requirements under 24 CFR 92.252(a)(5) are subject to the

requirements of 24 CFR 92.503.

Section 22.07 Reversion of Assets. Upon termination of this contract, all funds remaining on hand on the date of termination and all accounts receivable attributable to the use of funds received under this contract shall revert to City. Recipient shall return these assets to City within seven (7) days after the date of termination. This section does not refer to CHDO proceeds from the sale of property.

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

Section 22.09 Fair Housing. Recipient participating in the HOME program shall use affirmative fair housing marketing practices in determining eligibility and concluding all transactions. These requirements apply to all projects of five (5) or more units. Each participating entity must affirmatively further fair housing in accordance with 24 CFR 92.350.

Section 22.10 Displacement, Relocation, and Acquisition. Recipient must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this contract. Recipient must comply with the applicable provisions of 24 CFR 92.353.

Section 22.11 Property Standards. Recipient shall ensure that all housing assisted with funds provided under this contract (1) shall meet the lead-based paint requirements in 24 CFR 92.355 upon project completion and (2) shall meet the requirements of 24 CFR 92.251 for the duration of this contract.

Section 22.12 Tenant and Participation Protections. Recipient shall ensure that all tenant and participation protection policies are in accordance with 24 CFR 92.253, and the Recipient shall comply with all other provisions of 24 CFR 92 Subpart F.

Section 22.13 All documents necessary for the conveyance of real property, pursuant to the contract, must be approved, prior to execution, by the City. (i.e. deeds, notes, Deed of Trust, etc.)

Section 22.14 Funding under this contract is contingent upon Recipient meeting all terms and conditions of this contract.

Section 22.15 This contract and the performance hereunder may not be assigned without the express written consent of City.

Section 22.16 This contract is binding on Recipient's assigns and successors-in-interest.

Article XXIII. ORAL AND WRITTEN CONTRACTS

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

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

- (a) Exhibit A. Performance Statement
- (b) Exhibit B. Budget
- (c) Exhibit C. Project Implementation Schedule
- (d) Exhibit D. Applicable Laws and Regulations
- (e) Exhibit E. Certifications
- (f) Exhibit F. HOME Rents
- (g) Exhibit G. Project Compliance Report: Rental Housing Checklist 6-D
- (h) Exhibit H. Financial Summary
- (i) Exhibit I. Project Narrative
- (j) Exhibit J. CHDO Proposal
- (k) Exhibit K. Insurance Requirements
- (l) Exhibit L. Certificates of Insurance

Article XXIV. VENUE

Section 24.01 For purposes of litigation pursuant to this contract, venue shall be in Brazos County, Texas.

Article XXV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Section 25.01 Recipient shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of contractor under this contract. Upon request by City, Recipient shall furnish satisfactory proof of its compliance herein.

ELDER-AID, INC.

CITY OF COLLEGE STATION

By: James C Thomas
Printed Name: JAMES C THOMAS
Title: President
Date: 6/26/17

By: _____
City Manager
Date: _____

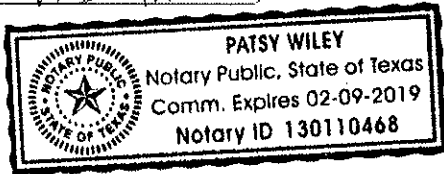
APPROVED:

City Attorney
Date: _____

STATE OF TEXAS §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 26 day of June, 2017, by Jim Thomas, in his capacity as President of the Board of Directors of Elder Aid Inc, a Texas Non-Profit Corporation.



Patsy Wiley
Notary Public in and for
the State of Texas

STATE OF TEXAS §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2017, by Kelly Templin, as City Manager of the City of College Station, a Texas municipal corporation, on its behalf.

Notary Public in and for
the State of Texas

**EXHIBIT A
PERFORMANCE STATEMENT**

Elder-Aid, INC.

Section 1.01 Recipient is awarded **ONE HUNDRED SIXTY-FOUR THOUSAND ONE HUNDRED THRITY-FIVE AND 00/100, (\$164,135.00), FROM THE FY 2016 (HUD GRANT YEAR 2015) AND FIFTY-FIVE THOUSAND EIGHT HUNDRED SIXTY-FIVE AND 00/100, (\$55,865.00), FROM THE FY 2017 (HUD GRANT YEAR 2016) BUDGET** from the City of College Station HOME Investment Partnerships Program – Community Housing Development Organization (CHDO) set-aside funds. These funds must be used for the acquisition and rehabilitation of the following properties:

Elder-Aid, Inc., is proposing to purchase approximately 2 housing units for the purpose of providing affordable rental units for income eligible and disadvantaged tenants. Elder-Aid intends to target all applicants at or below 60% of the area median income (AMI) and those applicants that are elderly, disabled, or in transition from homelessness.

Elder-Aid will also provide numerous in-house referrals for case management, transitioning out of poverty, utility assistance, medical referrals and financial budgeting assistance and education.

It is Elder-Aid's intent to purchase the following properties for the Affordable Rental Program. These properties will be located in College Station and available for rent soon after purchase. Elder-Aid will focus more on 2 bedroom units due to the demand by elderly.

Properties for proposed purchase are as follows:

Duplex located at:

3400 & 3402 Normand Dr., College Station, 2 bedroom.

These properties will be made available for lease to income-eligible households at or below 60% of the Area Median Income.

Recipient shall dedicate all easements required by City, including blanket easements which shall be substituted with as-built easements for all City utilities.

All work must be in compliance with current City of College Station Building Codes. All required permits must be obtained prior to any work commencing. All required inspections must be performed by the City of College Station Building Inspectors.

Recipient must provide written notification of all subcontractors to City.

Within six (6) months from issuance of the Certificate of Occupancy, said HOME unit must be occupied by an eligible resident. Recipient is not prohibited from conducting a background check,

including credit history and criminal history checks.

The project must be completed no later than, July 13, 2019.

Upon completion of such construction, Recipient must submit a copy of all valid and eligible expense invoices paid. At that point, the City will have 30 days to review and validate eligible expenses contained in the invoices. Payment by City on valid and eligible invoices shall not exceed the maximums established in Exhibit B, Budgets.

Any and all Program Income as defined by 24 CFR 84.21 must be disbursed by Recipient prior to requesting a disbursement of funds from the City. Proceeds from the sale of properties acquired and rehabilitated under this contract are not to be considered program income but may be retained by the CHDO as allowed under 24 CFR 92.300(a)(2), as CHDO Proceeds. All such proceeds retained by the Recipient must be used for future affordable housing activities within the jurisdictional boundaries of the City of College Station, subject to approval by the City. The City grants the Recipient the right to maintain all project proceeds. All program income, recaptured funds, repaid funds, project proceeds, etc., are subject to this contract.

**EXHIBIT B
BUDGET**

ELDER-AID, INC.

SOURCES OF FUNDS:

Maximum Proceeds of grant under the contract	\$220,000.00
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USES OF FUNDS:

Acquisition Costs	\$129,000.00
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Rehabilitation & Development Costs	\$69,000.00
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CHDO Developer Fee	\$22,000.00
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EXHIBIT C

PROJECT IMPLEMENTATION SCHEDULE

CONTRACT START DATE: July 13, 2017

CONTRACT END DATE: July 13, 2019

PRODUCTION SCHEDULE:

Month	HOME Amount Expended	# Housing Units Completed	# Housing Units Occupied
July 2017	129,000.00		
August 2017	25,000.00		
September 2017	15,000.00		
October 2017	15,000.00		
November 2017	10,000.00		
December 2017	10,000.00		
January 2018	10,000.00		
February 2018	6,000.00		

EXHIBIT D

THE APPLICABLE LAWS AND REGULATIONS

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

I. CIVIL RIGHTS

THE FAIR HOUSING ACT (42 U.S.C. 3601-20) AND IMPLEMENTING REGULATIONS AT 24 CFR PART 100; EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259 (3 CFR, 1958-1963 COMP., P. 652 AND 3 CFR, 1980 COMP., P. 307) (EQUAL OPPORTUNITY IN HOUSING) AND IMPLEMENTING REGULATIONS AT 24 CFR, PART 107; AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000D) (NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS) AND IMPLEMENTING REGULATIONS ISSUED AT 24 CFR, PART I;

EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259, AND 24 CFR PART 107, "NONDISCRIMINATION AND EQUAL OPPORTUNITY IN HOUSING UNDER EXECUTIVE ORDER 11063". THE FAILURE OR REFUSAL OF RECIPIENT TO COMPLY WITH THE REQUIREMENTS OF EXECUTIVE ORDER 11063 OR 24 CFR, PART 107 SHALL BE A PROPER BASIS FOR THE IMPOSITION OF SANCTIONS SPECIFIED IN 24 CFR 107.60;

THE PROHIBITION AGAINST DISCRIMINATION ON THE BASIS OF AGE UNDER THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C. 6101-07) AND IMPLEMENTING REGULATIONS AT 24 CFR, PART 146, AND THE PROHIBITIONS AGAINST DISCRIMINATION AGAINST HANDICAPPED INDIVIDUALS UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. 794) AND IMPLEMENTING REGULATIONS AT 24 CFR, PART 8;

THE REQUIREMENTS OF EXECUTIVE ORDER 11246 (3 CFR 1964-65, COMP., P. 339) (EQUAL EMPLOYMENT OPPORTUNITY) AND THE IMPLEMENTING REGULATIONS ISSUED AT 41 CFR, CHAPTER 60.

THE REQUIREMENTS OF 24 CFR 92.351 (MINORITY OUTREACH), EXECUTIVE ORDERS 11625 AND 12432 (CONCERNING MINORITY BUSINESS ENTERPRISE), AND 12138 (CONCERNING WOMEN'S BUSINESS ENTERPRISE). CONSISTENT WITH HUD'S RESPONSIBILITIES UNDER THESE ORDERS, RECIPIENT MUST MAKE EFFORTS TO ENCOURAGE THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES IN CONNECTION WITH HOME FUNDED ACTIVITIES. RECIPIENT MUST PRESCRIBE PROCEDURES ACCEPTABLE TO THE CITY TO ESTABLISH ACTIVITIES TO ENSURE THE INCLUSION, TO THE MAXIMUM EXTENT POSSIBLE, OF MINORITIES AND WOMEN, AND ENTITIES OWNED BY MINORITIES AND WOMEN. THE CONTRACTOR/SUBCONTRACTOR WILL BE REQUIRED TO IDENTIFY CONTRACTS WHICH HAVE BEEN BID BY MINORITY OWNED, WOMEN OWNED, AND/OR SMALL DISADVANTAGED BUSINESSES.

THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C., SECTION 6101 ET SEQ.);

SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C., SECTION 794) AND

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

II. LEAD-BASED PAINT

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

III. ENVIRONMENTAL STANDARDS

NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (42 U.S.C. SEC. 4321 ET. SEQ.) AND 40 CFR PARTS 1500-1508;

THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (16 U.S.C. SEC. 470 ET. SEQ.) AS AMENDED; PARTICULARLY SECTION 106 (16 U.S.C. SEC. 470F);

EXECUTIVE ORDER 11593, PROTECTION AND ENHANCEMENT OF THE CULTURAL ENVIRONMENT, MAY 13, 1971 (36 FED. REG. 8921), PARTICULARLY SECTION 2(C);

THE RESERVOIR SALVAGE ACT OF 1960 (16 U.S.C. SEC. 469 ET SEQ.). PARTICULARLY SECTION 3 (16 U.S.C. SEC. 469A-1), AS AMENDED BY THE ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974; FLOOD DISASTER PROTECTION ACT OF 1973, (42 U.S.C. SEC. 4001 ET. SEQ.) AS AMENDED, PARTICULARLY SECTIONS 102(A) AND 202(A) (42 U.S.C. SEC. 4012A (A) AND SEC. 4106(A);

EXECUTIVE ORDER 11988, FLOODPLAIN MANAGEMENT, MAY 24, 1977 (42 FED. REG. 26951), PARTICULARLY SECTION 2(A).

EXECUTIVE ORDER 11990 PROTECTION OF WETLANDS, MAY 24, 1977 (42 FED. REG. 26961), PARTICULARLY SECTIONS 2 AND 5.

THE SAFE DRINKING WATER ACT OF 1974, (42 U.S.C. SEC. 201, 300(F) ET SEQ.) AND (21 U.S.C. SEC. 349) AS AMENDED, PARTICULARLY SECTION 1424(E) (42 U.S.C. SEC. 300H-303(E);

THE ENDANGERED SPECIES ACT OF 1973, (16 U.S.C. SEC. 1531 ET. SQ.) AS AMENDED, PARTICULARLY SECTION 7 (16 U.S.C. SEC. 1536);

THE WILD AND SCENIC RIVERS ACT OF 1968, (16 U.S.C. SEC. 1271 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 7(B) AND (C) (16 U.S.C. SEC. 1278(B) AND (C);

THE CLEAN AIR ACT (41 U.S.C. SEC. 7401 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 176(C) AND (D) (42 U.S.C. SEC. 7506(C) AND (D));

FARMLANDS PROTECTION AND POLICY ACT OF 1981, (7 U.S.C. SEC. 4201 ET SEQ.);

24 CFR PART 51, ENVIRONMENTAL CRITERIA AND STANDARDS.

IV. ACQUISITION/RELOCATION

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

V. LABOR REQUIREMENTS

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, AS AMENDED (40 USC 327-333);

COPELAND (ANTI-KICKBACK) ACT (40 USC 276c);

FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED (29 USC 201, ET. SEQ.).

VI. SECTION 3 CLAUSE

ALL SECTION 3 COVERED CONTRACTS MUST INCLUDE THE FOLLOWING CLAUSE:

A. THE WORK TO BE PERFORMED UNDER THIS CONTRACT IS SUBJECT TO THE REQUIREMENTS OF SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED, 12 U.S.C. 1701U (SECTION 3). THE PURPOSE OF SECTION 3 IS TO ENSURE THAT EMPLOYMENT AND OTHER ECONOMIC OPPORTUNITIES GENERATED BY HUD ASSISTANCE OR HUD-ASSISTED PROJECTS COVERED BY SECTION 3, SHALL, TO THE GREATEST EXTENT FEASIBLE, BE DIRECTED TO LOW- AND VERY LOW-INCOME PERSONS, PARTICULARLY PERSONS WHO ARE RECIPIENTS OF HUD ASSISTANCE FOR HOUSING.

B. THE PARTIES TO THIS CONTRACT AGREE TO COMPLY WITH HUD'S REGULATIONS IN 24 CFR PART 135, WHICH IMPLEMENT SECTION 3. AS EVIDENCED BY THEIR EXECUTION OF THIS CONTRACT, THE PARTIES TO THIS CONTRACT CERTIFY THAT THEY ARE UNDER NO CONTRACTUAL OR OTHER IMPEDIMENT THAT WOULD PREVENT THEM FROM COMPLYING WITH THE PART 135 REGULATIONS.

C. THE CONTRACTOR AGREES TO SEND TO EACH LABOR ORGANIZATION OR REPRESENTATIVE OF WORKERS WITH WHICH THE CONTRACTOR HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER UNDERSTANDING, IF ANY, A NOTICE ADVISING THE LABOR ORGANIZATION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS SECTION 3 CLAUSE, AND WILL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AT THE WORK SITE WHERE BOTH EMPLOYEES AND APPLICANTS FOR TRAINING AND EMPLOYMENT POSITIONS CAN SEE THE NOTICE. THE NOTICE SHALL DESCRIBE THE SECTION 3 PREFERENCE, SHALL SET FORTH MINIMUM NUMBER AND JOB TITLES SUBJECT TO HIRE, AVAILABILITY OF APPRENTICESHIP AND TRAINING POSITIONS, THE

QUALIFICATIONS FOR EACH; AND THE NAME AND LOCATION OF THE PERSON(S) TAKING APPLICATIONS FOR EACH OF THE POSITIONS; AND THE ANTICIPATED DATE THE WORK SHALL BEGIN.

D. THE CONTRACTOR AGREES TO INCLUDE THIS SECTION 3 CLAUSE IN EVERY SUBCONTRACT SUBJECT TO COMPLIANCE WITH REGULATIONS IN 24 CFR PART 135, AND AGREES TO TAKE APPROPRIATE ACTION, AS PROVIDED IN AN APPLICABLE PROVISION OF THE SUBCONTRACT OR IN THIS SECTION 3 CLAUSE, UPON A FINDING THAT THE SUBCONTRACTOR IS IN VIOLATION OF THE REGULATIONS IN 24 CFR PART 135. THE CONTRACTOR WILL NOT SUBCONTRACT WITH ANY SUBCONTRACTOR WHERE THE CONTRACTOR HAS NOTICE OR KNOWLEDGE THAT THE SUBCONTRACTOR HAS BEEN FOUND IN VIOLATION OF THE REGULATIONS IN 24 CFR PART 135.

E. THE CONTRACTOR WILL CERTIFY THAT ANY VACANT EMPLOYMENT POSITIONS, INCLUDING TRAINING POSITIONS, THAT ARE FILLED (1) AFTER THE CONTRACTOR IS SELECTED BUT BEFORE THE CONTRACT IS EXECUTED, AND (2) WITH PERSONS OTHER THAN THOSE TO WHOM THE REGULATIONS OF 24 CFR PART 135 REQUIRE EMPLOYMENT OPPORTUNITIES TO BE DIRECTED, WERE NOT FILLED TO CIRCUMVENT THE CONTRACTOR'S OBLIGATIONS UNDER 24 CFR PART 135.

F. NONCOMPLIANCE WITH HUD'S REGULATIONS IN 24 CFR PART 135 MAY RESULT IN SANCTIONS, TERMINATION OF THIS CONTRACT FOR DEFAULT, AND DEBARMENT OR SUSPENSION FROM FUTURE HUD ASSISTED CONTRACTS.

G. WITH RESPECT TO WORK PERFORMED IN CONNECTION WITH SECTION 3 COVERED INDIAN HOUSING ASSISTANCE, SECTION 7(B) OF THE INDIAN SELF-DETERMINATION AND EDUCATION ASSISTANCE ACT (25 U.S.C. 450E) ALSO APPLIES TO THE WORK TO BE PERFORMED UNDER THIS CONTRACT. SECTION 7(B) REQUIRES THAT TO THE GREATEST EXTENT FEASIBLE (I) PREFERENCE AND OPPORTUNITIES FOR TRAINING AND EMPLOYMENT SHALL BE GIVEN TO INDIANS, AND (II) PREFERENCE IN THE AWARD OF CONTRACTS AND SUBCONTRACTS SHALL BE GIVEN TO INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES. PARTIES TO THIS CONTRACT THAT ARE SUBJECT TO THE PROVISIONS OF SECTION 3 AND SECTION 7(B) AGREE TO COMPLY WITH SECTION 3 TO THE MAXIMUM EXTENT FEASIBLE, BUT NOT IN DEROGATION OF COMPLIANCE WITH SECTION 7(B).

EXHIBIT E

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

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

Signed:

BY: James C Thomas
James Thomas
President
ELDER-AID, INC.

DATE: 6/26/17

EXHIBIT F
HOME Program Rents
College Station-Bryan MSA
Effective June 16, 2017

	Efficiency	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Low HOME Rent	\$533	\$571	\$686	\$791	\$883	\$975	\$1,065
High HOME Rent	\$624	\$699	\$845	\$1,047	\$1,148	\$1,248	\$1,348

HOME Monitoring Checklist 6-D Project Compliance Report: Rental Housing

Project Name: _____
 Project ID: _____
 Owner Name: _____
 Reporting Period: from _____ to _____

[illegible]

Reviewer: _____ Date: _____

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EXHIBIT H

Revenue Source	FY Estimate	FY Actual
Rental Income		
Total Rental Income		

Expenses Account		
Personnel:		
Gross Salaries		
Benefits		
Payroll Taxes		
Operations:		
Auto Expense		
Insurance		
Office Supplies		
Postage		
Professional Fees		
Printing		
Rent		
Repairs/Maintenance		
Telephone		
Travel/Training		
Utilities		
Other (Please Specify)		
Total Operating Expenses		
Surplus (Deficit)		
Income/Expenses		

**EXHIBIT I
PROGRAM NARRATIVE**

Reporting Dates:	
Total Units:	
# Occupied:	
# Vacant:	
# of Skips during year:	
# Evictions during year:	
# of Applications Processed:	
# of Applications Denied:	
# Leases Pending:	
# Lease Renewals:	
# of Turn-overs	
Marketing Efforts:	
Other:	

EXHIBIT J

7. CHDO Application

General Information

Agency Name: Elder-Aid		Date Submitted: 4-27-17	
Contact Person: Carol Jones		Position: Executive Director	
Email: cjones@elderaidbcs.org	Phone: 979-823-5127	Fax:	
Mailing Address: 307 S. Main St. #202			
Street Address:			
Agency Fiscal Year: Jan.1 to Dec. 31			
Tax ID: 742581007		DUNS Number: 86-484-8047	

Summary of Funding Request

Project Type (Owner/Rental)	Total # of Units	# of HOME Units	Amount Requested (\$)	Other Funding (\$)	Total Project Cost (\$)	% of HOME Investment (%)
Rental	2	2	\$222,000.00		\$222,000.00	% 85.38

Part One: Agency Information

Part 1A: Non-Profit Status & Board Members

a.	1. How many members are on the Board?	8
	2. How many Board seats are mandatory (i.e., required by a grant or charter)?	3
	3. Does the agency have an annual Board orientation? If not, why?	Orientation is held when new members are elected.
	4. What are the Board terms?	1 year
	5. How many consecutive terms can a member serve?	No term limits
	6. Are the Board seats staggered (i.e., does half of the Board have their seat up for renewal in one year, and the other half the next	No
	7. How often does the Board meet?	Monthly
	8. What is the average attendance?	85%
	9. Are there repercussions for too many missed meetings? Explain.	Two consecutive unexcused absence in one year considered voluntary resignation.

b. Is your agency incorporated as a non-profit organization under the laws of the State of Texas? ☒ Yes ☐ No If so, date of incorporation: June 18, 1998

c. Is your agency tax exempt under Internal Revenue code Section 501(c)(3)? ☒ Yes ☐ No

Part 1B: Developer Capacity

a. **Staff Experience:** Discuss the relevant development experience of the agency and the project implementation team in particular. Illustrate the prior experience of the individuals compared to their roles in the proposed project.

- The Elder-Aid Project Implementation Team has worked together for the past year. The team is made up of Carol Jones, Executive Director, Vicenta Castillo, Administrative Assistant and two members of the Board of Directors, Jim Thomas; President, and Kirk Brown; Vice, President. For the past year the Project Implementation Team has successfully rehabilitated two duplexes in College Station. Currently the team is in the process of completing an additional duplex.
- Kirk and Jim have also played a key role in new construction of 20 Bryan homes, as well as rehabilitation. Together, both men have over 50 years experience in their critical roles.
- Carol Jones, Executive Director has been with Elder-Aid since 2015. Carol has actively participated in the rehabilitation and purchase of four Elder-Aid properties in College Station, and one new construction project in Bryan. Carol came to Elder-Aid with experience in Real Estate leasing and construction management, as well as, holds a certificate in Strategic Management for CHDO Executives.

- Vicenta Castillo came to Elder-Aid with extensive finance experience. Vicenta plays a critical roll in the administration of CHDO projects. She has both the experience and the skill set to take on the administration of additional projects. For the past year, Vicenta has focused on reimbursements for CHDO projects.

b. Past and Current Performance: Provide information on past HOME and/or other real estate development activities. Explain the capacity of the agency to take on this additional project with regard to existing projects.

- **Letter of Recommendation; See Tab 1**
- Elder-Aid has completed the rehabilitation on 3329-3331, 3332-3334 Lodgepole Circle in College Station. Elder-Aid is currently in the process of completing 3408-3410 Normand and will rehabilitate units 3404 and 3406 Normand. The new Normand property is located directly next door to 3404-3406 Normand. Being located in close proximity will make the transition and rehabilitation easier. Elder-Aid will have ample resources and time to complete the new project within the time allocated.
- At this time, Elder-Aid has fulfilled all obligations to The City of Bryan HOME projects and has no other Bryan CHDO project under development. Therefore, Elder-Aid will have the ability to manage the new Normand Project. The administrative team including Vicenta Castillo, Administrative Assistant, has worked together on College Station rehabilitation projects and reimbursements for the past year.

c. Organization/Management Structure: Explain how the current organization structure supports housing development activities. Does the current management have the ability to manage additional development activities? Indicate what policies and procedures are in place to govern development activities.

- The current organization structure is designed to coordinate with the HOME project requirements and compliance. Employee roles and responsibilities are assigned with CHDO projects in mind. With the assistance of Elder-Aid's property Management Company, daily property management duties can be handled freeing up more time for staff to work on the Normand project.
- At this time, Elder-Aid has fulfilled all obligations to The City of Bryan HOME projects and has no other Bryan CHDO projects under development. Therefore, Elder-Aid will have the ability to manage the new Normand Project. The administrative team, Carol Jones and Vicenta Castillo, have worked together on College Station rehabilitation projects for the past year.
- As evidenced by Elder-Aid's past experience in both rehabilitation and new construction, the organization is more than qualified to support housing development activities in the City of College Station, and will not require a secondary organizational structure for future projects within the College Station area
- Elder-Aid has policies and procedures that are critical in the administration of CHDO projects. Elder-Aid is in the process of developing Policies and Procedures for CHDO projects.
- **Policies and Procedures; See Tab 2, Organization Chart; See Tab 11**

d. **Staff/Board Capacity and Skills:** Describe staff capacity to manage the proposed project. Include strengths/weaknesses/opportunities for growth relating to property management, design and construction management, and marketing and intake. Also discuss the roles of the Board and its relationship to staff.

- Elder-Aid Board members, Kirk Brown, Jim Thomas and Jim Davis, have been instrumental in determining and identifying CHDO projects. Combined, these men have over 50 years of CHDO experience in rehabilitation and new construction. Kirk Brown and Jim Thomas will also be significant in the implementation and completion of the project. Both men have the experience of rehabbing two HOME duplexes in College Station, as well as, additional experience maintaining and rehabbing other Bryan properties for Elder-Aid.
- Carol Jones has been with Elder-Aid for over one year and brought with her a willingness to learn CHDO operations and regulations. Carol has provided administrative oversight for four existing CHDO projects since coming to Elder-Aid. Carol works closely with Jim Thomas and Kirk Brown to ensure that projects stay on track.
- Vicenta Castillo and Carol Jones have worked closely together for the past year and are always in the process of strengthening and adjusting the CHDO workflow so that the process is complete and compliance is adhered to. Every CHDO project is an opportunity to learn and strengthen our knowledge base.
- Currently At Home Properties, Elder-Aid's property management company, not only has the capacity but also the expertise to manage additional properties. Elder-Aid works closely with At Home Properties to ensure that administration of rental properties is complete. Elder-Aid and At Home Properties are continuously looking for ways to streamline processes and ensure that communications are relayed in a timely manner.

e. **Development Team Capacity:** Explain how the development team roles are defined. Include prior experience working together on previous projects.

- As outlined throughout the document, Elder-Aid has established itself as a strong organization with the proven experience and ability to become a successful and valued CHDO for The City of College Station Community Development Services.
- Elder-Aid's Development Team is made up of Carol Jones, Vicenta Castillo, Jim Davis, Kirk Brown, and Jim Thomas. Carol and Vicenta provide oversight, and Jim and Kirk and other members of the Committee and volunteers provide rehabilitation work. The Development Team has worked together over the past year to complete two College Station CHDO duplexes and is in the process of completing an additional duplex.
- Carol Jones, Executive Director, is responsible for overall project oversight. Carol and Vicenta work very close with the rehabilitation team, Kirk Brown and Jim Thomas. The careful coordination and communications between the team members has played a key role in the success of current City of College Station CHDO projects.
- Vicenta Castillo facilitates CHDO reimbursements and tracking of expenses. Vicenta and Carol have worked together successfully for the past year on three CHDO contracts with the City of College Station.

Part 1C: Fiscal Soundness

a. **Financial Management:** Discuss budgeting operations, internal controls, and financial reporting measures for the organization.

- Budgets are approved prior to beginning of physical year. The budget is created by the Executive Director and presented to the Board of Directors for approval. Monthly board meetings include a review of financial reports to monitor budget status, Statement of Activity, as well as, Statement of Financial Position. Board meetings include minutes that are approved by the Board on a monthly basis. Below attachments show status to date of financials.
- **Statement of financial position; See Tab 3**
Board Meeting Minutes 2016; See Tab 4
Financial Procedures (Policies and Procedures); See Tab 2
- Elder-Aid's monthly rental income provides a stable funding base for the organization, while additional income from grants and donations are used to fund assistance programs and for specific projects. Unless specified 100% of donations go into client assistance.
- As demonstrated in the application, Elder-Aid has the ability to manage income and expenses in a conservative manner to ensure sufficient funds remain available. Elder-Aid strives to keep an adequate balance for operations. This enables Elder-Aid to deal with financial issues that might arise.

b. **Audit:** Does your organization have an annual audit? Provide a copy of the most recent annual audit and/or Form 990. ☒ Yes ☐ No

- Due to the expense of annual external audits, Elder-Aid requires that Jim Davis, Board of Director Treasurer, perform an annual internal audit. Every three years, a third-party accounting firm conducts an external audit.
- **Form 990; See Tab 5**

c. **Financial Stability:** Explain whether the organization maintains a stable funding base for operations and offers sufficient funds to carry out current and proposed activities.

- Elder-Aid has been a building CHDO houses with the City of Bryan since 1998 and has demonstrated their ability to construct, oversee, and manage its projects and homes. Financially Elder-aid is able to maintain and repair all homes when need arises. Each budget year, Elder-Aid assesses the current status of all homes to determine repairs and maintenance that will be needed and the funds are allocated.
- Elder-Aid's monthly rental income provides a stable funding base for the organization, while additional income from grants and donations are used to fund assistance programs and for specific projects. Unless specified 100% of donations go into client assistance.
- Elder-Aid's currently has 20 homes and three duplexes in its portfolio (28 units). Units are in good physical and financial condition. Rental income is more than adequate to support both planned and unplanned expenses that may arise during the fiscal year, as well as,

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maintaining appropriate property and liability insurance on all of the units.

Part 1D: Community Relations

a. Community Support: Discuss the organization's relationship to the local community, with consideration given to the proposed project. Also indicate relationships with local government and lenders.

- Elder-Aid has been building CHDO houses since 1998 and as a result has strong ties with the local community through programs such as home repairs, utility assistance, transportation and housing. In fact, Elder-Aid, to date, has not experienced an opposition to the rehabilitation of its homes in any neighborhoods.
- Elder-Aid does not foresee opposition to the additional Normand Project since the organization will be rehabbing an existing property, which will add value to the neighborhood. Tenants remaining in their homes will be required to sign a one-year lease per HUD/Brazos Valley Council of Governments Voucher Program requirements.
- Elder-Aid has built a strong relationship with the City of Bryan, in which their support has been proven, through the commitment of HOME Funds for 20 Elder-Aid homes over 19 years. In addition, Elder-Aid has also received an abundance of support from The City of College Station with current projects in the works.
- **Tenant surveys; See Tab 6**

End of Agency Information

Part Two: Project Information

Part 2A: Narrative

Provide a brief narrative description of your project, including alignment with the 2015-2019 Consolidated Plan goals and objectives.

- Elder-Aid intends to purchase a duplex located at 3400-3402 Normand. The duplex will be located next door to an existing Elder-Aid duplex. Elder-Aid will rehabilitate both units of the duplex making significant improvements to the inside and the outside of the property.
- With the focus of The City of College Station on supporting projects that support affordable housing, Elder-Aid will be in alignment with the City of College Station Consolidated Plans. Elder-Aid is committed to the pressing issue of affordable senior (elderly) rental housing. The availability and significant barriers to affordable housing make this opportunity to purchase and rehabilitate the property on Normand even more critical.

Part 2B: Activity Type

Please select the activity(ies) which best relates to your project:

- | | |
|---|--|
| ☐ Homebuyer Activity | ☐ Acquisition and New Construction |
| ☒ Rental Activity | ☒ Acquisition and Rehabilitation |
| ☐ Acquisition only | ☐ Mixed Use - Retail/Residential |
| ☐ Construction only | ☐ Other <input type="text"/> |

Part 2C: Project Location

All projects must be located within the city limits of College Station. Is the project located in College Station?

☒ Yes

☐ No

Part 2D: Market Analysis

a. Develop a brief need statement that clearly states the purpose for this project. Discuss the causes of the problem, the resulting need within the community, and the significance of the project to the beneficiaries of the community.

- The purchase of the Normand duplex will serve Elder-Aid's mission by providing safe and affordable housing for two low-income elderly clients. The Bryan College Station area continues to experience a rise in the low-income elderly population. There is a critical shortage of housing for this population.
- During the past four years, Elder-Aid has had an abundance of requests for affordable housing in the College Station area. Due to the high cost and limited availability of land on which to build in College Station, the critical housing issue is passed on to the renter in the form of higher rents.
- The proposed third Normand project is located in the ideal neighborhood that has access to stores, services, as well as, medical facilities. As part of the project, the property will be improved which will benefit the other tenants and landlords in the neighborhood. In addition, Elder-Aid currently is in the process of rehabilitating two neighboring units to the proposed Normand duplex.

b. Quantify the pool of eligible tenants or buyers in terms of household size, age, income, tenure (homeowner or renter), and other relevant factors. Estimate the absorption period (how long to achieve initial occupancy/sale of the HOME/market rate units. Consider other housing opportunities in the market area.

- Elder-Aid keeps an ongoing list of eligible tenants. To date, the list has over 10 qualified applicants. Elder-Aid maintains a waiting list of low-income elderly clients who need safe and affordable housing and who qualify both in terms of age and income. These clients are given priority for rental of a new or vacant home. Should the waiting list not have a suitable candidate, Elder-Aid works through our property Management Company, At Home Properties, as well as, notifying and advertising with the Brazos Valley Council of Governments Housing Assistance Voucher Program. Elder-Aid also networks with other public service agencies including 211, Adult Protective Services, and Twin City Mission to obtain referrals of low-income elderly in need of housing.
- All prospective tenants are qualified based on age (over 60), income (60% AMI) and need. The typical household size for Elder-Aid homes is two. This is generally husband and wife or occupant and caregiver.
- Currently, the Elder-Aid duplexes in the College Station area are occupied with the exception of one unit, which is being rehabilitated. It is typical that once the rehabilitation of a unit is started the turnaround time is an estimated three to four months.

c. **Affirmative Marketing:** Outline the proposed marketing plan. Describe procedures to be used to inform and solicit interest (either buyers or renters) for persons in the housing market

- Elder-Aid has experience in locating low-income elderly tenants for our homes. As part of our programs, Elder-Aid has a volunteer caseworker that counsels many elderly, low-income families, some of which are living in deplorable housing, or in some cases, are homeless, living in shelters, or with relatives.
- Elder-Aid maintains a waiting list of low-income elderly clients who need safe and affordable housing and who qualify both in terms of age and income. These clients are given priority for rental of a new or vacant home. Should the waiting list not have a suitable candidate, Elder-Aid works through our property Management Company, At Home Properties, as well as, notifying and advertising with the Brazos Valley Council of Governments Housing Assistance Voucher Program. Elder-Aid also networks with other public service agencies including 211, Adult Protective Services, and Twin City Mission to obtain referrals of low-income elderly in need of housing. If needed, ads have been placed in *The Eagle* to locate prospective tenants.
- Elder-Aid homes seldom remain vacant for long. Of the 28 total units, Elder-Aid has one unit that is being rehabbed that will be available. As soon as we know there will be a vacancy, we immediately begin reviewing our waiting list and locating tenants who are most in need. Also, for any tenants not receiving rental assistance, the first thing we do is complete an on-line application to add them to the waiting list for rental assistance.
- **Tenant Survey; See Tab 6**
Tenant Selection Plan; See Tab 2

d. **Targeted Income Group:** Indicate the number of units or households to be served in each target population.

Target Population	# of Units or Households
0-30% of the Area Median Income	
31-50% of the Area Median Income	
51-60% of the Area Median Income	2
61-80% of the Area Median Income	
Market Rate Income	
Total	2

e. If applicable, indicate any Special Needs Population to be served.

- | | |
|--|--|
| ☒ Elderly | ☐ Developmentally Disabled |
| ☐ Frail Elderly | ☐ Persons w/HIV/AIDS |
| ☐ Severe Mental Illness | ☐ Persons w/Alcohol/Other Drug Addictions |
| ☐ Physically Disabled | ☐ Victims of Domestic Violence |

Part 2E: Project Development Goals

a. Do you have site control? (Or Option Contract executed if applying to acquire)

☒ Yes ☐ No

If no, explain how you intend to secure site control prior to the start of this project.

b. Will your project involve temporary or permanent relocation of residents or businesses?

☐ Yes ☒ No

- Currently there are two tenants in the property. One tenant has given notice to the current owner that he will be moving, and has signed a lease for another property that will start Mid August of 2017. After initial assessment, both tenants residing in the unit fall into the very low-income category. Elder-aid does not anticipate that there will be relocation cost for either of the residents.

c. Will your project involve the construction or rehabilitation of 12 or more HOME-assisted units?

☐ Yes ☒ No

d. Provide a brief description of the property, including location, current property condition, current value, and proposed improvements. Please see

- The proposed property at 3400 & 3402 Normand is an existing duplex. Each two-bedroom unit is approximately 800 square feet and is in fair condition with some additional updates to be made.
- The proposed third Normand Project is located in an ideal neighborhood with close access to stores and services, as well as, medical facilities. As part of the project, we will improve the property, which will benefit other tenants and landowners in the neighborhood. In

addition, Elder-Aid currently is in the process of rehabbing a neighboring property, 3408-3410 Normand, next door to 3404-3406 another Elder-Aid home. Living in close proximity, creates the opportunity for networking and support between Elder-Aid tenants.

- Current property condition/inspection
- The duplex at 3400-3402 Normand is in fairly good condition with some updates. Additional updates and improvements will need to be made to both units.
- Initial repairs to both units will include replacing windows, adding blown-in insulation in the attic, siding, paint, new windows and AC Units.
- Appraisal information. Provide a statement and include as an attachment a recent Property Appraisal, if available. Not available.
- Current property tax assessments value the duplex at \$ 128,570.00. Due to the limited availability of properties in the College Station area with tenants receiving rental assistance through the Brazos Valley Housing Choice Voucher Program, Elder-Aid is purchasing the Normand duplex at a cost slightly above the assessed value.
- Proposed Improvements to Property
- ◆ Both Units:
 - Replace windows with energy efficient low E, double pane, vinyl windows and replace AC units.
 - Replace Siding.
 - Add blown in insulation to attic.
 - Where needed cabinets and flooring.
 - Storage Sheds
 - Replace appliances as needed.

e. Indicate the number of HOME-assisted units and market rate units (if applicable) and the proposed monthly rent/sales price by the following bedroom sizes.

Bedroom Size	HOME-Assisted Units	Market Rate Units	Proposed monthly rent/sales price for unit (\$)
0			
1			
2	2	\$862.00	\$667.00
3			
4			
Other			
Total	2	\$1724.00	\$1334.00

Part 2F: Project Development Timeline

a. Describe the project timeline from acquisition through final sale or lease of units. Include the following, as applicable:

1. Timelines for the entire project and each phase;
2. Flow of all activities; and
3. Recruitment/marketing plan for potential residents/homebuyers

• **Project Timeline/Activities**

- Phase 1: Acquisition/Internal project structure put in place.
- Phase 2: Replacement and repair of duplex exterior:
 - Permits
 - Siding
 - Windows
 - Shed
 - AC Unit
 - Exterior Paint
- Phase 3: Unit 1 Rehab
 - Tear out
 - Additional repairs
 - Flooring
 - Interior Paint
- Phase 4: Unit 2 Rehab
 - Tear out
 - Additional repairs
 - Flooring
 - Interior Paint
- Phase 5: Tenant Selection
- Phase 6: Project Close Out

b. **Production Schedule:** Please complete the following schedule (add additional months as necessary)

Month	HOME Amount	# Units Complete	# Units Occupied
July 2018	129,000.00		
August 2018	10,000.00		
September 2018	5,000.00		
October 2018	10,000.00		
November 2018	6400.00		
December 2018	6600.00		
January 2019	4000.00		

End of Project Information

Part Three: Financial Information

Part 3A: Sources and Uses Statement: A Sources and Uses Statement is required to complete underwriting of the proposed project. In the tables below, please detail:

- all sources (both public and private) of funds with dollar amounts and timing of availability for each source, and
- All uses of funds associated with the project.

Financing sources must be in place before the City can commit HOME funds to a project.

Required documentation may include:

- Firm commitment letters with all terms and conditions for all mortgages, grants, interim loans, and investment tax credits;
- If the applicant is a partnership or limited liability corporation, a copy of the partnership agreement or operating agreement, which will indicate the case contributions by the partners or members; and
- If equity is committed by the developer or owner, evidence of available equity funds.

Please provide any applicable documentation regarding the uses of funds, including:

- Acquisition documentation, such as a purchase agreement, option or closing statement and appraisal or other documentation of value;
- Construction cost estimate, construction contract, or preliminary bids;
- Contracts, quotes, or other agreements substantiating key professional costs and the basis for estimating other soft costs

Sources of Funds	Timing of Availability	Amount (\$)
Interim financing Line of Credit for purchase of duplex	Available immediately for purchase of property	\$129,000.00
Grant Funds	Pending proposal award	\$222,000.00
Total		\$222,000.00

Uses (Development Budget)	Amount (\$)
Acquisition Costs (Land, Building)	\$129,000.00
Site Preparation Costs	
Infrastructure Costs	
Construction/Rehabilitation Costs	\$42,000.00
Financing Costs	\$1500.00
Professional Fees (Architect, Engineering, Legal, etc.)	\$800.00
Developer Fees	\$24,000.00
Other Soft Costs (Title, Appraisal, Taxes, Insurance)	\$24,700.00
Total	\$222,000.00

- Budget Expense Detail; See tab 7
- Contract to Purchase; See Tab 8
- Line of Credit; See Tab 9

Part 3B: Operating Revenue Budget: Complete this if the proposed project is rental housing.

Rental Unit Characteristics					
High HOME Units: Capped at 60% AMI Low HOME Units Capped at 50% AMI (Low HOME required for 20% of units if total units greater than 5)	# of Units	Gross HOME Rent, Per Unit, Per Month (\$)	Monthly Utility Allowance (\$)	Net Rent After Utilities, Per Unit, Per Month (\$)	Annual Rent After Utilities (Monthly Rent After Utilities x # of Units by 12) (\$)
0 BR High HOME Units					
0 BR Low HOME Units					
0 BR Market Rate Units					
1 BR High HOME Units					
1 BR Low HOME Units					
1 BR Market Rate Units					
2 BR High HOME Units	2	\$862.00	\$195.00	\$667.00	\$16008.00
2 BR Low HOME Units					
2 BR Market Rate Units					
3 BR High HOME Units					
3 BR Low HOME Units					
3 BR Market Rate Units					
4 BR High HOME Units					
4 BR Low HOME Units					
4 BR Market Rate Units					
5 BR High HOME Units					
5 BR Low HOME Units					
5 BR Market Rate Units					
Total	2				\$16008.00

Part 3C: Operating Pro Forma: Complete this if the proposed project is rental housing.

Operating Expense Pro Forma	Annual Cost (\$)
Management Expenses	
Management Fee	
Management Administrative Payroll Costs	\$5253.00
Legal Fees	
Accounting/Audit Fees	\$100.00
Advertising/Marketing	\$233.00
Telephone	\$240.00
Office Supplies	\$233.00
Other Administrative Expenses	\$820.00
Other Management Expenses	
Operations and Maintenance Expenses	
Security	
Operations and Maintenance Administrative Payroll Costs	
Other Mechanical Equipment	
Interior Painting	
Routine Repairs and Supplies	\$1266.00
Exterminating	\$75.00
Lawn and Landscaping	\$360.00
Garbage Removal	
Resident Service Cost	
Other Maintenance Costs	\$160.00
Operations and Maintenance Expenses	
Utilities Paid by Property	
Electricity	
Natural Gas, Oil, Other Fuel	
Sewer and Water	
Other Utilities Paid by the Property	

Taxes/Insurance/Reserves/Other Expenses	
Real Estate Taxes	
Other Taxes and Licenses	
Property Insurance	\$867.00
Reserve for Replacement	
Operating Reserve	
Other Operating Expenses (List)	
Rental Management Fee	\$960.00
Total	\$10,567.00

End of Financial Information

Required Attachments

1. List of Board Members (Name, Profession): BOD Roster; See Tab 10
2. Certificate of Board Representation; See Tab 13
3. Financial Statement Audit or Form 990: See Tab 5
4. Agency Organization Chart: See Tab 11
5. Adopted By-Laws or Charter: See Tab 12
6. IRS Letter of Tax Status: See Tab 14

EXHIBIT K

INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Recipient/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 D; and shall be approved by the City before work begins
- C.** Recipient/Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only
- D.** The City will accept only Insurance Carriers licensed and authorized to do business in the State of Texas
- E.** The City will not accept "claims made" policies
- F.** Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City

III. Commercial General Liability

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

products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

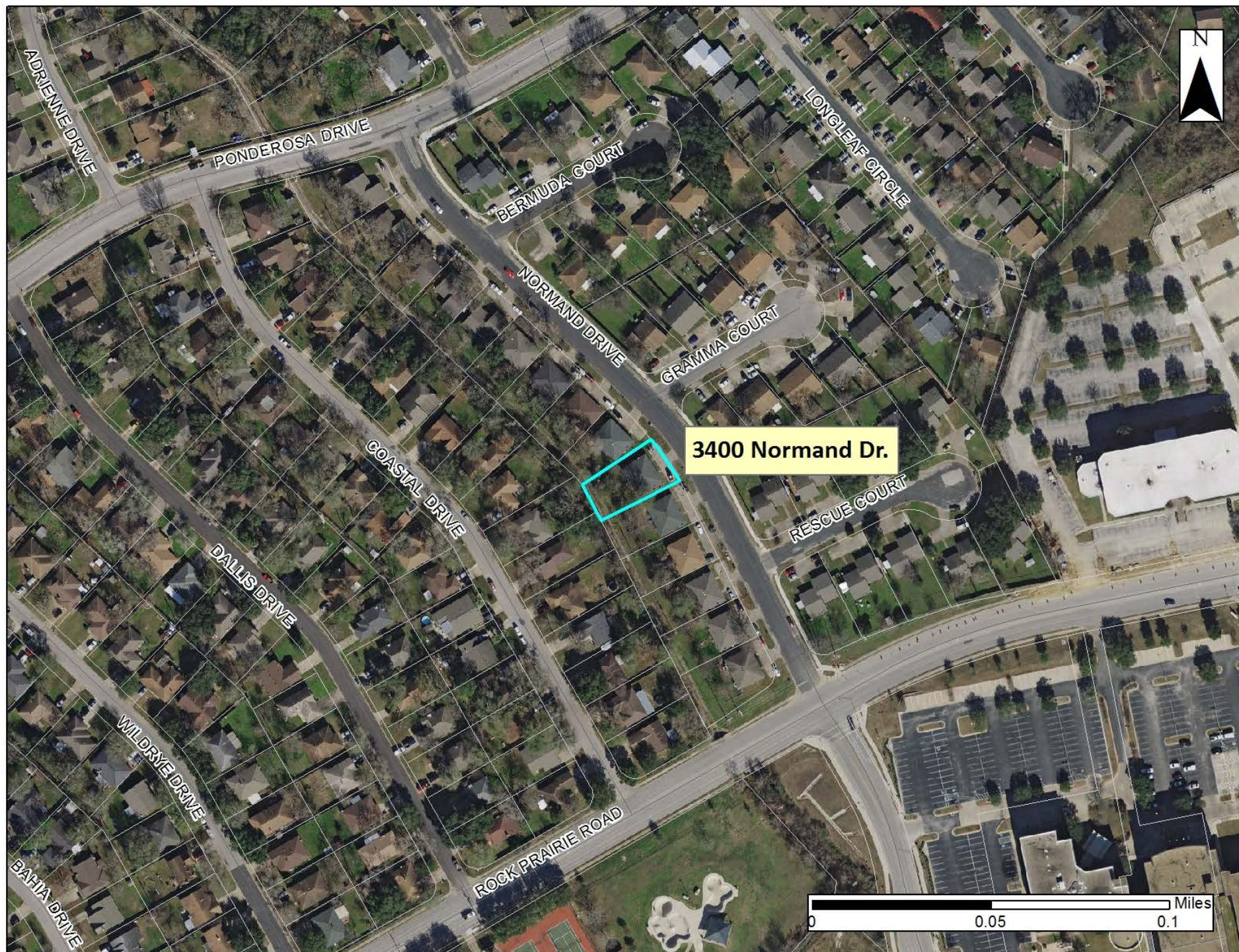
IV. Business Automobile Liability

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

V. Workers' Compensation Insurance

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

EXHIBIT L
CERTIFICATES OF INSURANCE





Legislation Details (With Text)

File #:	17-0315	Version:	1	Name:	Habitat For Humanity 2017 - Renee Lane
Type:	Contract	Status:		Status:	Consent Agenda
File created:	6/22/2017	In control:		In control:	City Council Regular
On agenda:	7/13/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on approving a contract providing Community Development Partnership Grant (CDBG) funds to Bryan-College Station Habitat for Humanity, Inc. in the amount of \$794,000 for the acquisition, development, and infrastructure costs related to the construction of at least eight affordable single-family homes at 14015 Renee Lane.				
Sponsors:	Debbie Eller				
Indexes:					
Code sections:					
Attachments:	B-CS Habitat for Humanity CDBG Funding Contract - Executed Attachment 2 - Location Map				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approving a contract providing Community Development Partnership Grant (CDBG) funds to Bryan-College Station Habitat for Humanity, Inc. in the amount of \$794,000 for the acquisition, development, and infrastructure costs related to the construction of at least eight affordable single-family homes at 14015 Renee Lane.

Relationship to Strategic Goals: (Select all that apply)

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

Recommendation(s): Staff recommends approval of this Contract

Summary: The City of College Station annually receives the Community Development Block Grant (CDBG) from the U. S. Department of Housing and Urban Development. CDBG is utilized to address the growing need for more affordable, decent housing units, creating a suitable living environment, and expanding economic opportunities, principally for low- and moderate-income residents. RFP 17-058 was released seeking proposals to develop affordable housing. Three responses were received, including a proposal from Bryan-College Station Habitat for Humanity. The City of College Station has a long history of partnering with Bryan-College Station Habitat for Humanity to build quality, affordable homes for income-eligible families.

This contract will provide CDBG funds to Bryan-College Station Habitat for Humanity in the amount of \$794,000.00. \$475,000 for acquisition through a deferred, forgivable loan to require a 15-year affordability period and \$319,000 as a grant for development and infrastructure costs. With these funds, Bryan-College Station Habitat for Humanity will acquire a plot of land at 14015 Renee Lane

with the intent of platting a cluster housing development that will allow for the construction of at least 8 single-family homes. 14015 Renee Lane is currently zoned as General Suburban. This zoning would support this type of development.

CDBG funds will be used for acquisition costs, development fees, and infrastructure expenses. The contract requires the exterior of the homes to be a minimum of 25% masonry and also requires each home to have a garage, which is similar to other houses in the area. Upon completion, these homes will be made available for sale to income-eligible households. The funding agreement, loan documents and future deed restrictions will ensure affordability for a minimum of 15 years. Within that time, any home sold must be sold to another income-eligible household.

Budget & Financial Summary:

This contract commits \$794,000.00 of unobligated CDBG funds from Program Years 2008, 2009, and 2014. These funds will be provided to Bryan-College Station Habitat for Humanity on a reimbursement basis and are budgeted and available through the Community Development Fiscal Year 2017 (Program Year 2016) federal Community Development Block Grant Program budget. This contract will assist in fully expending funds held in a Local Account received from the sale of the Holleman Tract.

Attachments: Contract - On file in the City Secretary's Office

Attachment 1: Contract and Grant for CDBG Programs

Attachment 2: Location Map

**CITY OF COLLEGE STATION COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDING CONTRACT WITH BRYAN/COLLEGE STATION
HABITAT FOR HUMANITY**

This Contract is by and between the CITY OF COLLEGE STATION, a Home Rule Municipal Corporation incorporated under the laws of the State of Texas (hereinafter referred to as the "City"), and **Bryan/College Station Habitat for Humanity, Inc.**, a private non-profit agency (hereinafter referred to as "Agency").

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the City wishes to engage Agency to assist the City in utilizing such funds; and

WHEREAS, the City and the Agency have the objective of providing benefit to low and moderate-income persons with such funds; and

WHEREAS, the City desires to assist Agency in developing new, affordable, single family homes and necessary infrastructure to be sold to low-to-moderate income individuals through funds provided by the Community Development Block Grant (*Federal Award Identification CDEA 14-218 and Federal Award Date 10/1/2016*) (hereinafter referred to as "CDBG") program administered by the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD");

NOW, THEREFORE, FOR AND IN CONSIDERATION of funding in an amount not to exceed SEVEN HUNDRED NINETY FOUR THOUSAND **DOLLARS (\$794,000.00)** to be paid to Agency by the City as set forth herein below, the City and Agency covenant and agree as follows:

**ARTICLE I
STATEMENT OF WORK**

1.1 Through its Program, Agency will provide no fewer than eight (8) new, affordable, single family homes in the City of College Station (the "Property" or "Home") to be sold to low- and moderate income households, as defined by the U.S. Department of Housing and Urban Development Income Limits attached as Exhibit F. Agency shall provide services as specified in the Detailed Statement of Work attached as Exhibit A. Agency shall provide such services utilizing CDBG funds as specified in the Budget attached as Exhibit B.

**ARTICLE II
PAYMENT**

Contract Number: _____ CDBG Funding Contract: 2017 – 2018

2.1 It is expressly agreed and understood that for the term of this Agreement, City shall reimburse Agency, in an amount not to exceed SEVEN HUNDRED NINETY FOUR THOUSAND DOLLARS (\$794,000.00), for services or expenditures as referenced in Article I of this Contract.

2.2 No funds will be reimbursed until City receives the Reimbursement Request Form, attached as Exhibit E, along with all required receipts, bills, payroll records, canceled checks and other proofs of expenditures, as determined by City, in its sole discretion. Agency may not request disbursement of funds under this contract until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount of money needed to pay eligible costs actually incurred, and may not include amounts for prospective or future needs. Unexpended funds will remain in the possession of City.

2.3 This Contract and the payments made herein, are contingent upon receipt by City of U.S. Department of Housing and Urban Development Community Development Block Grant funds and the City of College Station City Council funding approval. Should funds be unavailable, discontinued or disapproved, this Contract may be revised or terminated as determined by HUD or the City, in their sole discretion.

2.4 The City retains the right, in its sole discretion, to recapture and seek full reimbursement from Agency for any funds used for prohibited activities, prohibited purposes, or usages of funds which cause a breach of this Contract.

2.5 If Agency sells, transfers, encumbers, or conveys the Property without the covenants and deed restrictions required in this Contract, then Agency must reimburse the City an amount equal to the current market value of the Property less any portion of the value attributable to expenditures of non-CDBG funds for the improvement to the Property, as required by 24 CFR Part 570.

ARTICLE III TERM

3.1 The term of this Contract shall commence on upon execution and shall be completed by December 31, 2021, or until the date in which funds awarded by the City are completely expended by Agency, unless the Contract is terminated as provided for herein.

3.2 The term of this Contract may be extended by mutual agreement of the parties, in writing, provided that the City has approved and budgeted sufficient funds from the current budget year to satisfy any additional expenditures that result from such extension.

3.3 The term of this Contract and the provisions herein shall be extended to cover any additional time period during which the Agency remains in control of CDBG funds or other CDBG assets, including program income.

3.4 The Affordability Period for each of the Homes shall be 15 years from the date of CDBG Funding Contract: 2017 – 2018

completion of construction of each Property.

ARTICLE IV BENEFICIARY POPULATIONS

4.1 Direct services provided through programs supported by CDBG shall target applicants whose annual family income is at or below 80% of the median family income for the College Station Metropolitan Statistical Area as established by the U.S. Department of Housing and Urban Development Income Limits attached as Exhibit F. 100% of the clients served through this program must be determined to be at or below 80% of the median family income.

4.2 Agency agrees that all applicants for housing funded under this contract will comply with the City of College Station Down Payment Assistance Program (DAP) guidelines dated November 12, 2015, or as may be amended during the term of this Agreement.

4.3 Agency shall ensure affordability of each Home constructed through requiring deed restrictions and covenants that limit the sale of each Property to a qualifying household at or below 80% of the median family income for the College Station Metropolitan Statistical Area, as established by the U.S. Department of Housing and Urban Development Income Limits. The City and the Agency hereby declare their express intent that the covenants and restrictions set forth in this Contract shall run with the land, and shall bind all successors in title to the Property, provided, however, that on the expiration of the Affordability Period, said covenants and restrictions shall expire. Each and every contract, deed, or other dedicatory instrument hereafter executed covering or conveying the Property or any portion thereof, shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City expressly releases such conveyed portion of the Property from the requirements of this Agreement. The required covenants and deed restrictions shall be in a form pre-approved by the City of College Station that accomplishes the above-stated purpose, be filed in the real property records of Brazos County, Texas, and attach to the Property for a period of not less than 15 years from the date of the completion of construction on the Property. The restrictions and covenants shall be monitored by the Agency subject to the audit and review of the City. In the event that the Agency should fail to assure compliance with the restrictions and covenants set out in this Contract, the City shall have the right to do so.

ARTICLE V PROGRAM INCOME

5.1 Agency shall report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Contract. The use of program income by the Agency shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, Agency may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned

to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

ARTICLE VI RECORDS, REPORTS AND MONITORING

6.1 Agency shall maintain fiscal records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other mutually agreed upon documentation to verify all expenditures of funds under the terms of this Contract. Said documentation shall conform to HUD and the City's accounting practices, OMB Circular Title 2 Part 200, and HUD regulation 24 C.F.R. § 85 (2009) as they currently are enacted or as amended. Said documentation shall conform to revised OMB Circular Title 2 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes and combines the requirements of eight existing OMB Circulars (A-21, A-50, A-87, A-89, A-102, A-110, A-122 and A-133).

6.2 Agency shall maintain written records and supporting documents as required under this Contract for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of four (4) years beginning with the submission of the Consolidated Annual Performance and Evaluation Report for the fiscal year 2017 - 2018. City and HUD's right to access Agency's files shall continue during this period and for as long as the records are retained past the minimum four (4) year period by Agency.

6.3 Agency shall provide the City, Comptroller of the United States, HUD, or any of their authorized representatives reasonable access during regular business hours to any financial records, client records, administrative reports, board documentation, files or other papers belonging to or in use by Agency.

6.4 Agency shall submit to City such reports on the operation and performance of this Contract as may be required by City.

6.5 The City reserves the right to carry out regular and periodic field inspections during regular business hours, as often as necessary, to audit, examine, and make excerpts or transcripts of all relevant data to ensure compliance with the requirements of this Contract. After each monitoring visit, City shall provide Agency with a written report of the monitor's findings. If the monitoring reports note deficiencies in Agency's performances under the terms of this Contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Agency. Failure by Agency to take action specified in the monitoring report may be cause for suspension or termination of this Contract as provided in Article VII of this Contract. The Agency hereby agrees to have an annual agency audit conducted in accordance with any current City Policy concerning CDBG Grant Funds subrecipient audits and the OMB Circular Title 2 Part 200.

6.6 The Agency shall furnish and cause each of its own subcontractors to furnish all CDBG Funding Contract: 2017 – 2018

information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

ARTICLE VII CONTRACT SUSPENSION/TERMINATION

7.1 In accordance with 24 CFR 85.43, the City may suspend or terminate this Contract, in whole or in part, at any time if the Agency materially fails to comply with any of the terms of this Contract.

7.2 The City may suspend or terminate this Agreement, in whole or in part, at any time if funds are unavailable, discontinued or disapproved, as determined by the City or HUD, at their sole discretion.

7.3 In addition, the City has the right, in its sole discretion, to terminate this Agreement if it determines that the information contained in the Agency's application for CDBG funding was materially incorrect, if the City determines that Agency is not delivering the services approved in its application for CDBG funding, or if Agency fails to file the reports required under Article VII of this Agreement.

7.4 The City shall notify Agency, in writing, thirty (30) days prior to the date of termination. The notice shall include the reason for termination and the effective date of termination.

7.5 The City retains the right to terminate this Contract, in whole or in part, at any time, for convenience.

7.6 Either party to this Contract has the right to terminate this Contract, in whole or in part, upon the mutual written agreement of the parties that the continuation of the activities funded under this Contract would not produce beneficial results commensurate with the further expenditure of funds.

ARTICLE VIII REVERSION OF ASSETS

8.1 Upon the expiration of the term of this Contract, the Agency shall transfer to City any CDBG Grant funds on hand at the time of expiration and any accounts receivable attributable to the use of Grant funds. Any real property under Agency's control that was acquired or improved in whole or in part with Grant funds in excess of \$25,000 shall:

(a) be used to meet one of the national objectives of the Federal CDBG until five (5) years after expiration of this Contract, or for such a longer period of time as determined to be appropriate by the City; OR

(b) be disposed of in a manner which results in City being reimbursed in the amount of the fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such reimbursement is not required after the period of time specified above.

ARTICLE IX ADMINISTRATIVE REQUIREMENTS

9.1 City and Agency agree to perform their duties in relation to this Contract in compliance with all applicable HUD regulations.

9.2 Agency shall administer this Contract in compliance with U.S. Department of Housing and Urban Development applicable Uniform Administrative Requirements 24 C.F.R. § 84 and 24 C.F.R. § 85, as described in 24 C.F.R. §570.502, §570.503, §570.504 and §570.508 (2009).

9.3 Agency shall comply, as related to CDBG provisions, with the requirements and standards of revised OMB Circular Title 2 Part 200, Uniform Administrative Requirements, Cost Principles for Nonprofit Organizations, and Audit Requirements for Federal Awards, which supersedes and combines the requirements of eight existing OMB Circulars (A-21, A-50, A-87, A-89, A-102, A-110, A-122 and A-133).

9.4 Nonprofit agencies that receive at least seven hundred fifty thousand dollars (\$750,000) a year in Federal Awards shall have an audit made in accordance with the requirements set forth in OMB Circular Title 2 Part 200 (Audits of States, Local Governments, and Non-Profit Organizations). In order to meet those requirements any subrecipient receiving over \$750,000 will provide a financial audit within three (3) months of the ending of their fiscal year covered by this Contract.

ARTICLE X NONDISCRIMINATION

10.1 Agency hereby agrees and binds itself that no person shall, on the ground of race, color, national origin, religion, sex, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, such as is provided under this Contract, in compliance with Public Law 88-352 (Civil Rights Act of 1964) and amendments and Section 109 of the Housing and Community Development Act of 1974.

10.2 In accordance with Public Law 90-284, Fair Housing Act, Title VIII of the Civil Rights Act of 1968, Agency hereby agrees and binds itself that no person shall, on the ground of race, color, religion (creed), national origin, sex, age, disability or familial status be discriminated against in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person. Moreover, Agency certifies that it will affirmatively further fair housing.

10.3 In accordance with Executive Order 11063, as amended by Executive Order 12259, Agency hereby agrees and binds itself that it shall take all action necessary and appropriate to prevent discrimination because of race, color, religion (creed), national origin, sex, age, handicap or familial status in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof.

ARTICLE XI ENVIRONMENTAL CLEARANCE REQUIREMENTS

11.1 Agency understands and agrees that by the execution of this Contract, City shall assume the responsibilities for environmental review, decision making, and other action which would otherwise apply to City in accordance with and to the extent specified in 24 C.F.R. § 58 (2009). In accordance with 24 C.F.R. § 58.77(b) (2009), Agency further understands and agrees that City shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

11.2 City shall prepare and maintain a written Environmental Review Record for this project in accordance with 24 C.F.R. § 58 (2009) to ensure compliance with the National Environmental Policy Act (NEPA). Agency must also maintain a copy of the Environmental Review Record in Agency's project file. City shall document its compliance with such other requirements in its environmental review file.

ARTICLE XII PERSONNEL & PARTICIPANT CONDITIONS

12.1 In accordance with Executive Order 11246, as amended by Executive Orders 12086, 11375, 11478, 12107 and the regulations issued pursuant thereto, Agency hereby agrees and binds itself that no person shall, on the ground of race, color, religion (creed), national origin, sex, age, reprisal or disability be discriminated against in any phase of employment during the performance of this Contract. Further, Agency shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

12.2 In accordance with Section 3 of the Housing and Urban Development Act of 1968, Agency agrees that, to the greatest extent feasible, opportunities for training and employment will be given to low and moderate income persons residing within the City of College Station, and, to the greatest extent feasible, contracts for work in connection with the project will be awarded to eligible business concerns which are located in or owned by persons residing in the City of College Station.

12.3 Agency will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the terms "small business" means a

business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Agency may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

12.4 Agency is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

12.5 Agency agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. Agency agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Agency shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. Agency agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Agency of its obligation, if any, to require payment of the higher wage. Agency shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

12.6 “Section 3” Clause - Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, Agency and any of the Agency’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, Agency and any of Agency’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Contract through which Federal assistance is provided. Agency certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Agency further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Contract:

“The work to be performed under this Contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

Agency further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. Agency certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

Agency agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Agency will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Agency will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

12.7 Agency shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement. Agency will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Agency shall cause all of the provisions of this contract in its entirety to be included in and made a part of

any subcontract executed in the performance of this Contract. Agency shall undertake to insure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

12.8 Hatch Act - Agency agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

12.9 Lobbying – Agency hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12.10 The Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Agency, state it is an Equal Opportunity or Affirmative Action employer.

ARTICLE XIII

ARCHITECTURAL BARRIERS ACT AND AMERICANS WITH DISABILITIES ACT

13.1 In accordance with the Architectural Barriers Act of 1968 42 U.S.C. §§ 4151-4157 (2009), Agency agrees to abide by laws and regulations requiring certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered.

13.2 In accordance with standards that ensure accessibility to, and use by, persons with physical disabilities. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 C.F.R. § 40.2 (2009) or the definition of "building" as defined in 41 C.F.R. §101-19.602(a) (2009) is subject to the requirements of this Act and shall comply with the Uniform Federal Accessibility Standards.

13.3 In accordance with the Americans with Disabilities Act 42 U.S.C. §12131 (2009); 47 U.S.C. §§ 155, 201, 218 and 225 (2009) (ADA), the Agency agrees to comply with the provision of comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications. Discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable.

ARTICLE XIV

USE OF DEBARRED, SUSPENDED, INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

14.1 Agency agrees and binds itself that it has not and will not directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor or other subrecipient of CDBG monies during any period of that contractor's or subrecipient's debarment, suspension, or placement in ineligible status under the provisions of 24 C.F.R. § 24 (2009).

ARTICLE XV

CONFLICT OF INTEREST

15.1 The Agency agrees to abide by the provisions of 24 CFR 84.42 and 570.611.

15.2 Agency certifies that no employee, agent, consultant, officer, elected or appointed official of the Agency who exercises or has exercised any functions or responsibilities with respect to CDBG activities or who is in a position to participate in a decision-making process or gain inside information with regard to such activities has or will have any personal or financial interest or benefit to obtain from this Contract and the CDBG-assisted activity, nor any interest in any contract, subcontract or Contract with respect thereto, or the proceeds thereunder, either for the

CDBG Funding Contract: 2017 – 2018

official or those with whom they have family or business ties, either during the official's tenure or for one year after completion of the Contract term.

ARTICLE XVI WHERE AGENCY IS A RELIGIOUS ENTITY

16.1 Where Agency is a religious entity, Agency certifies that all CDBG funds shall be used wholly for secular purposes. Agency agrees and binds itself that it will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion. Agency agrees and binds itself that it will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of public services funded by this Contract.

16.2 The Agency agrees that funds provided under this Contract will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

ARTICLE XVII RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

17.1 Agency agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. Agency shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. Agency also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

ARTICLE XVIII INDEMNIFICATION, RELEASE, AND INSURANCE

18.1 The Agency 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 attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless 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.

18.2 The Agency 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 Agency's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Agency, or any third party.

18.3 The Agency shall procure and maintain, at its sole cost and expense for the duration of this Contract, 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 Agency, its agents, representatives, volunteers, employees, or subcontractors.

18.4 The Agency's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit "C"**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit "D"**.

ARTICLE XXIV GENERAL PROVISIONS

19.1 The parties to this Contract agree and understand that Agency is an independent contractor and not an agent or representative of the City and that the obligation to compensate its employees and personnel furnished or used by Agency to provide the services specified in this Contract shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose.

19.2 The City's Community Services Department shall provide "technical" assistance to Agency as requested and as mutually agreed upon in the performance of Agency's duties under this Contract. "Technical" assistance is described as including, but not limited to staff assistance to ensure compliance to CDBG regulations and to ensure that proper accountability and program delivery results are achieved; and providing orientation to Agency staff and board members regarding CDBG regulations and procedures. The provision of "technical" assistance is dependent on time constraints and priorities of the Community Services Department staff, at City's sole discretion. **City shall have no liability to Agency or any third party in providing any "technical" assistance.**

19.3 No amendment to this Contract shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

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

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

19.6 Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. The persons executing this Contract hereby represent that they have authorization to sign on behalf of their respective organizations.

19.7 Failure of any party, at any time, to enforce a provision of this Contract, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Contract, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Contract shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

19.8 The parties acknowledge that they have read, understand, and intent to be bound by terms and conditions of this Contract.

19.9 This Contract and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Contract.

19.10 It is understood and agreed that this Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

19.11 If any provision of this Contract shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the parties.

19.12 It is understood that this Contract contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Contract exist. This Contract cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Contract shall affect or modify any of the terms or obligations hereunder.

19.13 Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

Agency: Attn: ANDY YORK, EXECUTIVE DIRECTOR
BRYAN / COLLEGE STATION HABITAT FOR HUMANITY
119 LAKE STREET
BRYAN, TEXAS 77801
979-823-7200 x 106

City: Attn: David Brower, Community Development Analyst
Community Services Department
City of College Station
511 University Drive East
P.O. Box 9960
College Station, Texas 77842
979-764-3810

[Remainder of page intentionally left blank. Signature page to follow]

AGENCY

By: AS

Printed Name: ANDY YORK

Title: EXECUTIVE DIRECTOR

Date: 7/6/2017

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager / CFO

Date: _____

EXHIBIT A
DETAILED STATEMENT OF WORK

BRYAN/COLLEGE STATION HABITAT FOR HUMANITY, acting as a developer for this project, will develop at least eight (8) new, affordable, single family residences in the City of College Station which must be sold to low-and moderate-income families. Agency will also build infrastructure necessary for construction of these homes.

1. The homes constructed shall be of a design approved by the City. The exterior of the homes must be a minimum of 25% brick and must have a garage if lot size permits. All homes must meet all underlying covenant and deed restriction requirements and meet the characteristics of the neighborhood. All homes must be inspected and approved by City staff and contain the required affordability period deed restrictions.
2. A detailed Project Budget and cost breakdown shall be submitted by Agency to the City for review of each Home/Project for a cost or price analysis prior to the start of the Project.
3. A final budget shall be submitted with CDBG close-out information at the end of each Home/Project showing total costs and funding sources.
4. All work must be in compliance with current City of College Station Building Codes. Agency shall dedicate all easements required by City, including blanket easements which shall be substituted with as-built easements for all City utilities and public infrastructure.
5. All required fees and permits must be obtained and paid prior to any work commencing. All required inspections must be performed by the City of College Station Building Inspectors.
6. Agency must provide written notification of all subcontractors to City.
7. Upon completion of such construction Agency must submit a copy of all receipts paid. At that point, the City will have 30 days to review and approve or deny payment disbursements for said receipt, the total amounts reimbursable shall not exceed maximum amounts established in Exhibit B, Budget.
8. Within six (6) months from issuance of the Certificate of Occupancy, said Home/Property (unit) must be occupied by an eligible resident. Agency is not prohibited from conducting a background check on credit history or criminal history.

**EXHIBIT B
BUDGET**

Agency: BRYAN/COLLEGE STATION HABITAT FOR HUMANITY

SOURCES OF FUNDS:

Maximum Proceeds of grant under the Contract	
Pre-PY 2017 Funds.....	\$775,231.00
PY 2017 Funds.....	\$18,769.00

USES OF FUNDS:

Acquisition*	\$ 475,000.00
Financing Costs	\$ 5,000.00
Other Soft Costs	\$ 2,000.00
Professional Fees	\$ 52,000.00
Infrastructure Costs	\$ 248,000.00
Developer Fees	\$ 12,000.00

*At least 8 single family homes at 14015 Renee Lane – a plot to be subdivided into at least eight single family lots

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

EXHIBIT C INSURANCE REQUIREMENTS

Throughout the term of this Contract 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 Contract; shall be attached to this Contract as Exhibit D; and shall be approved by the City before work begins
- C.** Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Contract. 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 \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000.00. Limits shall be endorsed to be per project.
- D.** No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- E.** The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV. Business Automobile Liability

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

V. Workers’ Compensation Insurance

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

EXHIBIT D
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE
(MM/DD/YYYY)
03/01/2017

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

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

PRODUCER

Lockton Affinity, LLC
P.O. Box 873401
Kansas City, MO 64187-3401

CONTACT NAME

PHONE (A/C No. Ext): 888-553-9002 FAX A/C, No):

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER-A: ACE American Insurance Co.

22667

INSURER-B:

INSURER-C:

INSURER-D:

INSURER-E:

INSURER-F:

INSURED
Bryan/College Station HFH
119 Lake St,
Bryan, TX 77801-2030

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

IN SR LT R	TYPE OF INSURANCE	ADDL INSR	SUB R WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		GL1065720-17	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	CLAIMS MADE X OCCUR						MED EXP (Any one person) \$ 0
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	X POLICY						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per Person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS						
	NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N						E.L. EACH ACCIDENT \$
	OFFICER/MEMBER EXCLUDED?						E.L. DISEASE - EA EMPLOYEE \$
	(MANDATORY IN NH)						E.L. DISEASE - POLICY LIMIT \$
	If yes, describe under						
	DESCRIPTION OF OPERATIONS below						

CERTIFICATE HOLDER

CANCELLATION

City of College Station
1207 Texas Avenue,
College Station, TX 77840

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

AUTHORIZED REPRESENTATIVE



EXHIBIT E REIMBURSEMENT REQUEST FORM



CITY OF COLLEGE STATION
COMMUNITY SERVICES DEPARTMENT
COMMUNITY DEVELOPMENT BLOCK GRANT
REIMBURSEMENT REQUEST FORM
2017-2018

AGENCY:			
CONTRACT EXPENSES:	BUDGETED	CURRENT REQUEST	YEAR TO DATE REQUESTED
	\$	\$	\$
(INVOICES OR ACCEPTABLE ALTERNATIVE DOCUMENTATION MUST BE SUBMITTED)			
TOTAL	\$	\$	\$
REIMBURSEMENT REQUEST		\$	
EXPENSES FOR THE PERIOD OF:			
AMOUNT REMAINING IN CDBG CONTRACT	\$		

I hereby request reimbursement for approved program expenses to date in the amount of \$ _____.

Signature of Authorized Agency Representative

Date

CDBG Funding Contract: 2017 – 2018

Agency's Certification and Reimbursement Request Form	
Agency Name	Contract #
Program Name	
Name of Agency Contact	Agency's Address
I. Agency's Certification and Reimbursement Request	
I hereby certify: ☐ The information presented on this form is true and complete to the best of my knowledge; ☐ All programs and services have been executed in accordance with the terms and requirements of the contract; ☐ All expenses for which payment is being requested herein were incurred by the above-referenced program(s); ☐ All supporting documentation to substantiate this request has been received by the Community Services Department. ☐ The agency is in full compliance with the terms and conditions of the above referenced contract. I hereby request reimbursement for approved program expenses to date in the amount of \$ _____. Signature of Authorized Agency Representative Date	
II. Monitor's Certification	
I have reviewed the documents submitted for the above-referenced agency and agree that all services and expenditures have been satisfactorily completed in accordance with all applicable requirements and terms of the above referenced contract number. I hereby approve payment to the agency in the amount of \$ _____. Signature of Monitor Date	
III. Director of Community Services' Certification	
I hereby approve payment to the agency in the amount of \$ _____. Signature of Director of Community Services Date	

EXHIBIT F
2017 HUD INCOME LIMITS
(Updates made during the length of Contract term)

2017 MEDIAN INCOME LIMITS
City of College Station
Community Services

This list supersedes all other lists of prior dates.

Household	30%	50%	80%
1	\$12,700	\$21,150	\$33,850
2	\$16,240	\$24,200	\$38,650
3	\$20,420	\$27,200	\$43,500
4	\$24,600	\$30,200	\$48,300
5	\$28,780	\$32,650	\$52,200
6	\$32,960	\$35,050	\$56,050
7	\$37,140	\$37,450	\$59,900
8	\$39,900	\$39,900	\$63,800

The left column (Household) refers to the number of people in the home. The highlighted column (80%) refers to your maximum income allowed per year by HUD guidelines.

EXHIBIT F
CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE CONTRACTS

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract or modification of any federal contract, grant, loan, or cooperative contracts.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative contract, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

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

BRYAN/COLLEGE STATION HABITAT
FOR HUMANITY, INC.

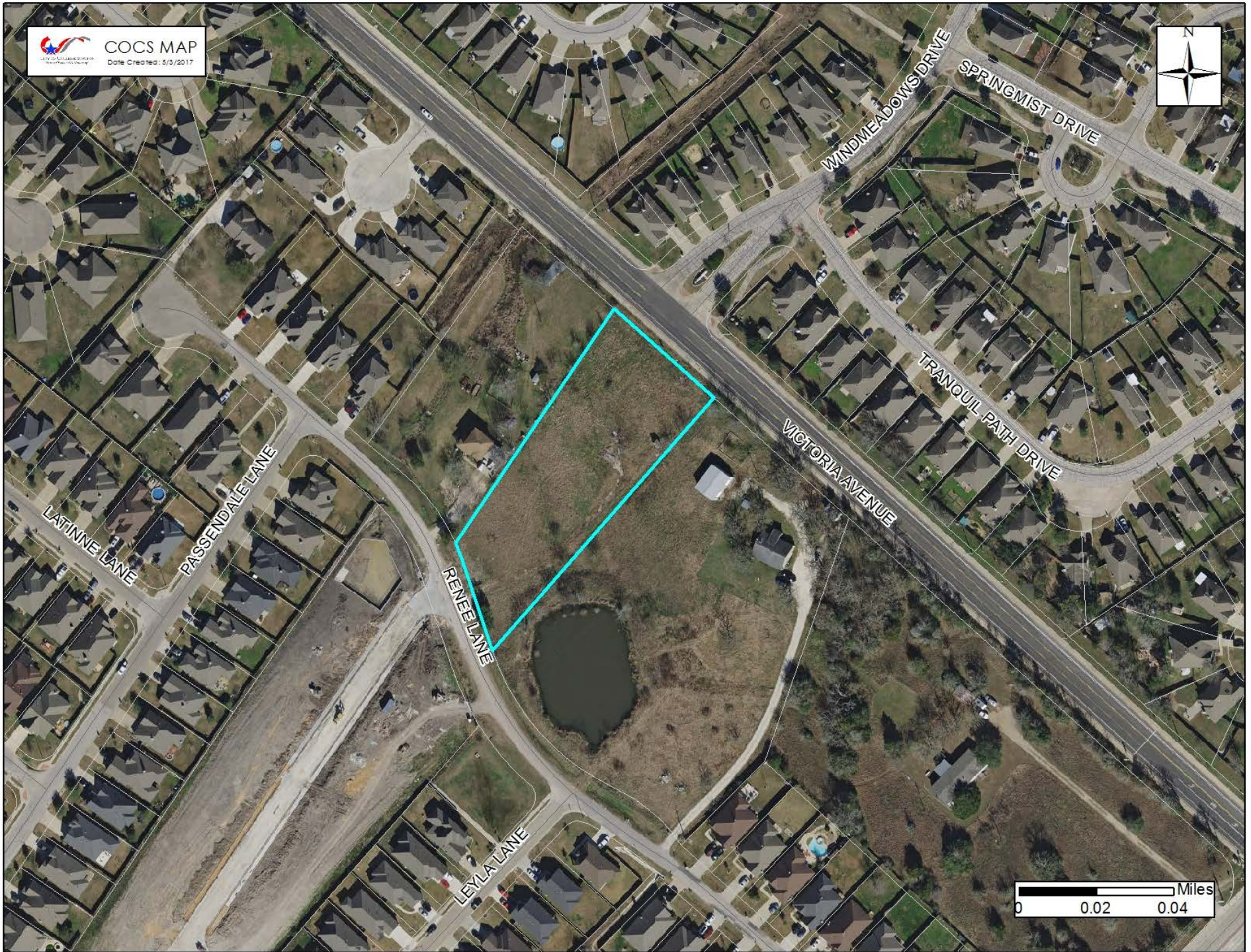
By: ASJ

Printed Name: ANDY YORK

Title: EXECUTIVE DIRECTOR

Date: 7/6/2017

CDBG Funding Contract: 2017 – 2018





Legislation Details (With Text)

File #:	17-0316	Version:	1	Name:	Twin City Mission Rental - Blanco
Type:	Contract	Status:		Status:	Consent Agenda
File created:	6/22/2017	In control:		In control:	City Council Regular
On agenda:	7/13/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on approving a contract granting Community Development Partnership Grant (CDBG) funds to Twin City Mission in the amount of \$471,500 for the acquisition and rehabilitation costs related to the creation of four affordable rental units located at 2404 Blanco Drive.				
Sponsors:	Debbie Eller				
Indexes:					
Code sections:					
Attachments:	Twin City Mission CDBG Funding Agreement - Executed Attachment 2 - Location Map				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approving a contract granting Community Development Partnership Grant (CDBG) funds to Twin City Mission in the amount of \$471,500 for the acquisition and rehabilitation costs related to the creation of four affordable rental units located at 2404 Blanco Drive.

Relationship to Strategic Goals: (Select all that apply)

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

Recommendation(s):

Staff recommends approval of this Contract

Summary:

The City of College Station annually receives the Community Development Block Grant (CDBG) from the U. S. Department of Housing and Urban Development. CDBG is utilized to address the growing need for more affordable, decent housing units, creating a suitable living environment, and expanding economic opportunities, principally for low- and moderate-income residents. RFP 17-058 was released seeking proposals to develop affordable housing.

Three responses were received, including a proposal from Twin City Mission. Twin City Mission currently has a rental program that includes ownership and management of The Haven Apartments

that provides transitional housing opportunities. Their proposal includes the expansion their current rental program to include a four-plex located at 2404 Blanco Drive.

This contract will grant funds to Twin City Mission in the amount of \$471,500.00. With these funds, Twin City Mission will acquire a four-plex located at 2404 Blanco Drive with the intent of rehabilitating the units and making them available for lease to income-eligible households. CDBG funds will be used for acquisition and rehabilitation costs.

Budget & Financial Summary:

This contract commits \$471,500.00 of unobligated CDBG funds from Program Years 2014 and 2015. These funds will be provided to Twin City Mission on a reimbursement basis and are budgeted and available through the Community Development Fiscal Year 2017 (Program Year 2016) federal Community Development Block Grant Program budget. This contract will assist in fully expending funds held in a Local Account from the sale of the Holleman Tract.

Attachments: Contract - On file in the City Secretary's Office

Attachment 1: Contract and Grant for CDBG Programs

Attachment 2: Location Map

**CITY OF COLLEGE STATION COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDING CONTRACT WITH TWIN CITY MISSION INC.**

This Contract is by and between the CITY OF COLLEGE STATION, a Home Rule Municipal Corporation incorporated under the laws of the State of Texas (hereinafter referred to as the "City"), and **TWIN CITY MISSION, INC.** a private non-profit agency (hereinafter referred to as "Agency").

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383: and

WHEREAS, the City wishes to engage Agency in utilizing such funds; and

WHEREAS, the City desires to assist Agency in the acquisition and rehabilitation of housing units for the purpose of providing affordable rental units for income eligible tenants through funds provided by the Community Development Block Grant (***Federal Award Identification CFDA 14-218 and Federal Award Date 10/1/2016***) (hereinafter referred to as "CDBG") program administered by the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD");

NOW, THEREFORE, FOR AND IN CONSIDERATION of funding in an amount not to exceed **FOUR HUNDRED SEVENTY ONE THOUSAND FIVE HUNDRED DOLLARS (\$471,500.00)** to be paid to Agency by the City as set forth herein below, the City and Agency covenant and agree as follows:

**ARTICLE I
STATEMENT OF WORK**

1.1 Through its Program, Agency will provide no less than four (4) four affordable rental units in the City of College Station to be rented to low-and moderate income households. Agency shall provide services as specified in the Detailed Statement of Work attached as Exhibit A. Agency shall provide such services utilizing CDBG funds as specified in the Budget attached as Exhibit B.

**ARTICLE II
PAYMENT**

2.1 During the term of this contract, City shall reimburse Agency, in an amount not to exceed **FOUR HUNDRED SEVENTY ONE THOUSAND FIVE HUNDRED DOLLARS (\$471,500.00)**, for services or expenditures as referenced in Article I of this Contract.

2.2 No funds will be reimbursed until City receives the Reimbursement Request Form along with all required receipts, bills, payroll records, canceled checks and other proofs of expenditures, as determined by City, in its sole discretion. Agency may not request disbursement of funds under this contract until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount of money needed to pay eligible costs actually incurred, and may not include amounts for prospective or future needs. Unexpended funds will remain in the possession of City.

2.3 This Contract and the payments made herein, are contingent upon receipt by City of U.S. Department of Housing and Urban Development Community Development Block Grant funds and the City of College Station City Council funding approval. Should funds be unavailable, discontinued or disapproved, this Contract may be revised or terminated as determined by the HUD or the City, in their sole discretion.

2.4 The City retains the right, in its sole discretion, to recapture and seek full reimbursement from Agency for any funds used for prohibited activities, prohibited purposes, or usages of funds which cause a breach of this Contract.

ARTICLE III TERM

3.1 The term of this Contract shall commence on July 14, 2017 and the Project shall be completed by October 30, 2018, or until the date in which funds awarded by the City are completely expended by Agency, unless the Contract is terminated as provided for herein. This Contract will remain valid throughout the "Period of Affordability", which will be fifteen (15) years.

3.2 Enforcement of Affordability. City shall provide a legally enforceable contract consisting of a Land Use Restriction Agreement ("LURA"), containing remedies adequate to enforce the fifteen (15) year affordability period for each activity assisted under this contract, to be recorded in the real property records of Brazos County.

3.2 The term of this Contract may be extended by mutual agreement of the parties, in writing, provided that the City has approved and budgeted sufficient funds from the current budget year to satisfy any additional expenditures that result from such extension.

ARTICLE IV BENEFICIARY POPULATIONS

4.1 Direct services provided through programs supported by CDBG shall target applicants whose annual family income is at or below 80% of the median family income for the College Station Metropolitan Statistical Area as established by the U.S. Department of Housing and Urban Development Income Limits attached as Exhibit F. 100% of the clients served through this program must be determined to be at or below 80% of the median family income.

4.2 Annually or as tenant occupancy changes, whichever occurs earlier, the Agency will submit to the City a copy of the lease and proof of income of the tenants occupying the units. This information will be submitted for the duration of the affordability period as noted in the Land Use Restriction Agreement.

4.3 Agency agrees not to prohibit a Section 8 tenant from occupying a funded unit. Agency is not prohibited from conducting a background check on credit history or criminal history.

ARTICLE V PROGRAM INCOME

5.1 Agency shall report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Contract. The use of program income by the Agency shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, Agency may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

ARTICLE VI RECORDS, REPORTS AND MONITORING

6.1 Agency shall maintain fiscal records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other mutually agreed upon documentation to verify all expenditures of funds under the terms of this Contract. Said documentation shall conform to HUD and the City's accounting practices, OMB Circular A-87, and HUD regulation 24 C.F.R. § 85 (2009) as they currently are enacted or as amended. Said documentation shall conform to revised OMB Circular Title 2, Uniform Administrative Requirements, Cost Principles for Nonprofit Organizations, and Audit Requirements for Federal Awards, which supersedes and combines the requirements of eight existing OMB Circulars (A-21, A-50, A-87, A-89, A-102, A-110, A-122 and A-133).

6.2 Agency shall maintain written records and supporting documents as required under this Contract for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of four (4) years beginning with the submission of the Consolidated Annual Performance and Evaluation Report for the fiscal year 2017 - 2018. City and HUD's right to access Agency's files shall continue during this period and for as long as the records are retained past the minimum four (4) year period by Agency.

6.3 Agency shall provide the City and HUD representative reasonable access during regular business hours to any financial records, client records, administrative reports, board documentation, files or other papers belonging to or in use by Agency.

6.4 Verification of Income. Verification of income for CDBG assisted unit tenants will be pursuant to 24 C.F.R 5.609.

6.5 Agency shall ensure the affordability of each unit by ensuring that households pay no more than 25 percent of their income for rent.

6.6 Rents may not exceed the maximum high HOME rents published annually by HUD (Exhibit H)

6.7 The City reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this Contract. After each monitoring visit, City shall provide Agency with a written report of the monitor's findings. If the monitoring reports note deficiencies in Agency's performances under the terms of this Contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Agency. Failure by Agency to take action specified in the monitoring report may be cause for suspension or termination of this Contract as provided in Article VII of this Contract. In addition to the limitations on liability otherwise specified in this Contract, it is expressly understood and agreed by the Parties hereto that if Agency fails to promptly submit to City any report required by this Contract, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Agency hereunder. If City withholds such payments, it shall notify Agency in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by City until such time as Agency fully cures or performs any and all delinquent obligations which are identified as the reason funds are withheld.

6.8 Agency shall submit activity reports to the City on an annual basis, with information on rents and occupancy. The format of such reports shall be prescribed by City. Annual reports will be due no later than October 30th of each year.

ARTICLE VII CONTRACT SUSPENSION/TERMINATION

7.1 The City has the right to terminate this Contract, in whole or in part, at any time if the City determines that Agency has failed to comply with any part of this Contract or if funds are unavailable, discontinued or disapproved, as determined by the City or HUD, at their sole discretion. In addition, the City has the right, in its sole discretion, to terminate this Contract if it determines that the information contained in its application for CDBG funding was materially incorrect, if the City determines that Agency is not delivering the services approved in its application for CDBG funding, if Agency fails to file the reports required under Article VII of this Contract, or if Agency fails to fulfill any other obligations required under this Contract.

7.2 The City shall notify Agency, in writing, thirty (30) days prior to the date of termination. The notice shall include the reason for termination and the effective date of termination.

7.3 The City retains the right to terminate this Contract, in whole or in part, at any time, for convenience.

7.4 Either party to this Contract has the right to terminate this Contract, in whole or in part, upon the mutual written agreement of the parties that the continuation of the activities funded under this Contract would not produce beneficial results commensurate with the further expenditure of funds.

ARTICLE VIII REVERSION OF ASSETS

8.1 Upon the expiration of the term of this Contract, the Agency shall transfer to City any CDBG Grant funds on hand at the time of expiration and any accounts receivable attributable to the use of Grant funds. Any real property under Agency's control that was acquired or improved in whole or in part with Grant funds in excess of \$25,000 shall:

(a) be used to meet one of the national objectives of the Federal CDBG until five (5) years after expiration of this Contract, or for such a longer period of time as determined to be appropriate by the City; OR

(b) be disposed of in a manner which results in City being reimbursed in the amount of the fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such reimbursement is not required after the period of time specified above.

ARTICLE IX ADMINISTRATIVE REQUIREMENTS

9.1 City and Agency agree to perform their duties in relation to this Contract in compliance with all applicable HUD regulations.

9.2 Agency shall administer this Contract in compliance with U.S. Department of Housing and Urban Development applicable Uniform Administrative Requirements 24 C.F.R. § 84 and 24 C.F.R. § 85, as described in 24 C.F.R. § 570.502 (2009).

9.3 Agency shall comply, as related to CDBG provisions, with the requirements and standards of revised OMB Circular Title 2, Uniform Administrative Requirements, Cost Principles for Nonprofit Organizations, and Audit Requirements for Federal Awards, which supersedes and combines the requirements of eight existing OMB Circulars (A-21, A-50, A-87, A-89, A-102, A-110, A-122 and A-133).

9.4 Nonprofit agencies that receive at least seven hundred fifty thousand dollars (\$750,000) a year in Federal Awards shall have an audit made in accordance with the requirements set forth in OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). In order to meet those requirements any subrecipient receiving over \$750,000 will

provide a financial audit within three (3) months of the ending of their fiscal year covered by this Contract.

ARTICLE X NONDISCRIMINATION

10.1 Agency hereby agrees and binds itself that no person shall, on the ground of race, color, national origin, religion, sex, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, such as is provided under this Contract, in compliance with Public Law 88-352 (Civil Rights Act of 1964) and amendments and Section 109 of the Housing and Community Development Act of 1974.

10.2 In accordance with Public Law 90-284, Fair Housing Act, Title VIII of the Civil Rights Act of 1968, Agency hereby agrees and binds itself that no person shall, on the ground of race, color, religion (creed), national origin, sex, age, disability or familial status be discriminated against in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person. Moreover, Agency certifies that it will affirmatively further fair housing.

10.3 In accordance with Executive Order 11063, as amended by Executive Order 12259, Agency hereby agrees and binds itself that it shall take all action necessary and appropriate to prevent discrimination because of race, color, religion (creed), national origin, sex, age, handicap or familial status in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof.

ARTICLE XI ENVIRONMENTAL CLEARANCE REQUIREMENTS

11.1 Agency understands and agrees that by the execution of this Contract, City shall assume the responsibilities for environmental review, decision making, and other action which would otherwise apply to City in accordance with and to the extent specified in 24 C.F.R. § 58 (2009). In accordance with 24 C.F.R. § 58.77(b) (2009), Agency further understands and agrees that City shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

11.2 City shall prepare and maintain a written Environmental Review Record for this project in accordance with 24 C.F.R. § 58 (2009) to ensure compliance with the National Environmental Policy Act (NEPA). Agency must also maintain a copy of the Environmental Review Record in Agency's project file. City shall document its compliance with such other requirements in its environmental review file.

ARTICLE XII PERSONNEL & PARTICIPANT CONDITIONS

12.1 In accordance with Executive Order 11246, as amended by Executive Orders 12086, 11375, 11478, 12107 and the regulations issued pursuant thereto, Agency hereby agrees and binds itself that no person shall, on the ground of race, color, religion (creed), national origin, sex, age, reprisal or disability be discriminated against in any phase of employment during the performance of this Contract. Further, Agency shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

12.2 In accordance with Section 3 of the Housing and Urban Development Act of 1968, Agency agrees that, to the greatest extent feasible, opportunities for training and employment will be given to low and moderate income persons residing within the City of College Station, and, to the greatest extent feasible, contracts for work in connection with the project will be awarded to eligible business concerns which are located in or owned by persons residing in the City of College Station.

12.3 Agency will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Agency may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

12.4 Agency is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

12.5 Labor Standards - Agency agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. Agency agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Agency shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. Agency agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with

assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Agency of its obligation, if any, to require payment of the higher wage. Agency shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

12.6 “Section 3” Clause - Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, Agency and any of the Agency’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, Agency and any of Agency’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Contract through which Federal assistance is provided. Agency certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Agency further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Contract:

“The work to be performed under this Contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

Agency further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low-

and very low-income participants in other HUD programs. Agency certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

Agency agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Agency will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Agency will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

12.7 Subcontracts - Agency shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement. Agency will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Agency shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Contract. Agency shall undertake to insure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

12.8 Hatch Act - Agency agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

12.9 Lobbying – Agency hereby certifies that:

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

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE XIII

ARCHITECTURAL BARRIERS ACT AND AMERICANS WITH DISABILITIES ACT

13.1 In accordance with the Architectural Barriers Act of 1968 42 U.S.C. §§ 4151-4157 (2009), Agency agrees to abide by laws and regulations requiring certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered.

13.2 In accordance with standards that ensure accessibility to, and use by, persons with physical disabilities. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 C.F.R. § 40.2 (2009) or the definition of "building" as defined in 41 C.F.R. §101-19.602(a) (2009) is subject to the requirements of this Act and shall comply with the Uniform Federal Accessibility Standards.

13.3 In accordance with the Americans with Disabilities Act 42 U.S.C. §12131 (2009); 47 U.S.C. §§ 155, 201, 218 and 225 (2009) (ADA), the Agency agrees to comply with the provision of comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications. Discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable.

**ARTICLE XIV
USE OF DEBARRED, SUSPENDED, INELIGIBLE CONTRACTORS OR
SUBRECIPIENTS**

14.1 Agency agrees and binds itself that it has not and will not directly or indirectly employ, award contracts to, or otherwise engage the services of any other contractor or subrecipient of CDBG monies during any period of that contractor's or subrecipient's debarment, suspension, or placement in ineligible status under the provisions of 24 C.F.R. § 24 (2009).

**ARTICLE XV
CONFLICT OF INTEREST**

15.1 Agency certifies that no employee, agent, consultant, officer, elected or appointed official of the Agency who exercises or has exercised any functions or responsibilities with respect to CDBG activities or who is in a position to participate in a decision-making process or gain inside information with regard to such activities has or will have any personal or financial interest or benefit to obtain from this Contract and the CDBG-assisted activity, nor any interest in any contract, subcontract or Contract with respect thereto, or the proceeds thereunder, either for the official or those with whom they have family or business ties, either during the official's tenure or for one year after completion of the Contract term.

**ARTICLE XVI
WHERE AGENCY IS A RELIGIOUS ENTITY**

16.1 Where Agency is a religious entity, Agency certifies that all CDBG funds shall be used wholly for secular purposes. Agency agrees and binds itself that it will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion. Agency agrees and binds itself that it will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of public services funded by this Contract.

**ARTICLE XVII
RELOCATION, REAL PROPERTY ACQUISITION AND ON-FOR-ONE
HOUSING REPLACEMENT**

17.1 Agency agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. Agency shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. Agency also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

ARTICLE XVIII INDEMNIFICATION, RELEASE, AND INSURANCE

18.1 Indemnification. The Agency 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 attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless 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.

18.2 Release. The Agency 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 Agency's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Agency, or any third party.

18.3 The Agency shall procure and maintain, at its sole cost and expense for the duration of this Contract, 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 Agency, its agents, representatives, volunteers, employees, or subcontractors.

18.4 The Agency's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit "C"**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit "D"**.

ARTICLE XIX GENERAL PROVISIONS

19.1 The parties to this Contract agree and understand that Agency is an independent contractor and not an agent or representative of the City and that the obligation to compensate its employees and personnel furnished or used by Agency to provide the services specified in this Contract shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose.

19.2 The City's Community Services Department shall provide "technical" assistance to Agency as requested and as mutually agreed upon in the performance of Agency's duties under this Contract. "Technical" assistance is described as including, but not limited to staff assistance

to ensure compliance to CDBG regulations and to ensure that proper accountability and program delivery results are achieved; and providing orientation to Agency staff and board members regarding CDBG regulations and procedures. The provision of “technical” assistance is dependent on time constraints and priorities of the Community Services Department staff, at City’s sole discretion. **City shall have no liability to Agency or any third party in providing any “technical” assistance.**

19.3 No amendment to this Contract shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

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

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

19.6 Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. The persons executing this Contract hereby represent that they have authorization to sign on behalf of their respective organizations.

19.7 Failure of any party, at any time, to enforce a provision of this Contract, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Contract, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Contract shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

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

19.9 This Contract and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Contract.

19.10 It is understood and agreed that this Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

19.11 If any provision of this Contract shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the parties.

19.12 It is understood that this Contract contains the entire agreement between the parties

19.13 Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City: Attn: David Brower, Community Development Analyst
Community Services Department
City of College Station
511 University Drive East
P.O. Box 9960
College Station, Texas 77842
979-764-3810

CDBG Funding Contract: 2017 – 2018

AGENCY

By: Doug Weedon

Printed Name: Doug Weedon

Title: CEO

Date: 7-6-17

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager / CFO

Date: _____

EXHIBIT A
DETAILED STATEMENT OF WORK

TWIN CITY MISSION, INC. will use funds under this contract for the acquisition and rehabilitation of the following properties:

Twin City Mission, Inc., is proposing to purchase approximately 4 housing units for the purpose of providing affordable rental units for income eligible tenants. Twin City Mission intends to target all applicants at or below 80% of the area median income (AMI) and those applicants that are in transition from homelessness.

It is Twin City Mission, Inc.'s intent to purchase the following properties for the Affordable Rental Program. These properties will be located in College Station and available for rent soon after purchase.

Properties for proposed purchase are as follows:

**The fourplex located at:
2404 Blanco Dr., College Station, four units, 2 bedrooms each.**

A detailed Project Rehabilitation Budget and cost breakdown shall be submitted by Agency to the City for review for cost or price analysis prior to the start of the Project. A final budget shall be submitted with CDBG close-out information at the end of each project showing total costs and funding sources.

These properties will be made available for lease to income-eligible households at or below 80% of the Area Median Income for the duration of the LURA.

Agency shall dedicate all easements required by City, including blanket easements which shall be substituted with as-built easements for all City utilities.

As it is the intent of the Agency to hire a Contractor to perform all construction work, therefore work must be in compliance with current City of College Station Building Codes, all required permits must be obtained prior to any work commencing, and required inspections must be performed by the City of College Station Building Inspectors. Agency must provide a written submittal of all proposed contractors to the City. Agency's Contractor will be required to meet the Insurance Requirement of Exhibit C, and will comply with all requirements of Article XII, of this contract.

Agency is not prohibited from conducting a background check, including credit history and criminal history checks in order to determine eligibility of residents.

The project must be completed no later than October 30, 2018, and the contract shall be considered completed when the following terms are met: Proof of Ownership of referenced property, Waiver

CDBG Funding Contract: 2017 – 2018

of Lien & Affidavit of Bills paid by Contractor & Agency, and within six (6) months from issuance of the Certificate of Occupancy, said units must be occupied by an eligible resident.

Upon completion of such construction, Agency must submit a copy of all valid and eligible expense invoices paid. At that point, the City will have 30 days to review and validate eligible expenses contained in the invoices. Payment by City on valid and eligible invoices shall not exceed the maximums established in Exhibit B, Budgets.

**EXHIBIT B
BUDGET**

Agency: TWIN CITY MISSION, INC.

SOURCES OF FUNDS:

Maximum Proceeds of grant under the Contract..... \$471,500.00

USES OF FUNDS:

Acquisition*	\$285,000.00 (FY 2017 Funds)
Construction/Rehabilitation Costs	\$150,000.00 (FY 2018 Funds)
Other Soft Costs	\$ 7,000.00 (FY 2018 Funds)
Professional Fees	\$ 1,000.00 (FY 2018 Funds)
Developer Fees	\$ 28,500.00 (FY 2018 Funds)

*At least 4 units at 2404 Blanco Dr.

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

EXHIBIT C

INSURANCE REQUIREMENTS

Throughout the term of this Contract the General 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 Contract; shall be attached to this Contract as Exhibit D; and shall be approved by the City before work begins
- C.** Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Contract. 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 \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000.00. Limits shall be endorsed to be per project.
- D.** No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- E.** The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV. Business Automobile Liability

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

V. Workers’ Compensation Insurance

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

EXHIBIT D
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

TWINC-3

OP ID: JP

DATE (MM/DD/YYYY)

09/26/2016

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

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

PRODUCER
Anco Insurance B/CS
P. O. Box 3889
Bryan, TX 77805
Kathy Gregory, CIC

CONTACT NAME: Judy Payne, CIC

PHONE (A/C, No, Ext): 979-776-2626

FAX (A/C, No): 979-774-5372

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Indemnity Ins.

18058

INSURER B: St. Paul Ins

40967

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Twin City Mission Inc.
P. O. Box 3490
Bryan, TX 77805

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Professional GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		PHPK1378759	09/01/2016	09/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		PHPK1378759	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		PHUB554052	09/01/2016	09/01/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Empl Dishonesty		105784112	06/01/2015	06/01/2018	Crime 200,000 Ded 10,000

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

The City of College Station is included as additional insured as per attached endorsement #PI-GLD-HS.

CERTIFICATE HOLDER

CITYCOL

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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NOTEPAD:HOLDER CODE CITYCOL
INSURED'S NAME Twin City Mission Inc.TWINC-3
OP ID: JP

PAGE 2

Date 09/26/2016

OCCUPATIONAL ACCIDENT POLICY-Effective 12/22/15 to 12/22/16

COVERAGE:

\$10,000,000 Aggregate Limit - Maximum Per Policy Period.
\$1,000,000 Combined Single Limit - Maximum any one Occurrence.
\$1,000,000 Coverage A - Employee Benefits
Bodily Injury by Accident - Maximum any one Occurrence.
Bodily Injury by Occupational Sickness or Disease or Cumulative Trauma -
Maximum any one employee.
\$1,000,000 Cov B Employer's Liability
Bodily Injury by Accident - Maximum any one Occurrence
\$1,000,000 Occupational Sickness or Disease or Cumulative Trauma - Maximum
any one employee.
Self-Insured Retention - \$5,000.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments ☐ Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments ☐ Ball Bonds	\$5,000	5
Supplementary Payment ☐ Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement ☐ Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured ☐ Newly Acquired Time Period	Amended	6
Additional Insured ☐ Medical Directors and Administrators	Included	7
Additional Insured ☐ Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured ☐ Broadened Named Insured	Included	7
Additional Insured ☐ Funding Source	Included	7
Additional Insured ☐ Home Care Providers	Included	7
Additional Insured ☐ Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured ☐ Lessor of Leased Equipment	Included	7
Additional Insured ☐ Grantor of Permits	Included	8
Additional Insured ☐ Vendor	Included	8
Additional Insured ☐ Franchisor	Included	9
Additional Insured ☐ When Required by Contract	Included	9
Additional Insured ☐ Owners, Lessees, or Contractors	Included	9
Additional Insured ☐ State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury ☐ Includes Mental Anguish	Included	11
Personal and Advertising Injury ☐ Includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I ☐ COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

☐ Bodily Injury ☐ or property damage ☐ Expected or Intended from the standpoint of the Insured. This exclusion does not apply to ☐ Bodily Injury ☐ or ☐ property damage ☐ resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I ☐ COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:

- (3) Based on the named Insured's request at the time of claim, we agree to indemnify the named Insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I ☐ COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 58 feet long; and
(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the Insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I ☐ COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III LIMITS OF INSURANCE.**

- b. **SECTION III LIMITS OF INSURANCE, Paragraph 6.** is deleted in its entirety and replaced by the following:

Subject to Paragraph 6. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V DEFINITIONS, Paragraph 9.a.,** is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,
is amended as follows:

1. Paragraph 1. Insuring Agreement is amended to include the following:

We will pay those sums that the Insured becomes legally obligated to pay as damages because of a Violation(s) of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the Insured against any suit, investigation, or civil proceeding seeking these damages. However, we will have no duty to defend the Insured against any suit seeking damages, investigation, or civil proceeding to which this Insurance does not apply.

2. Paragraph 2. Exclusions is amended to include the following additional exclusions:

This Insurance does not apply to:

- a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate Violation(s) by any Insured.

- b. Criminal Acts

Any Violation which results in any criminal penalties under the HIPAA.

- c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

- d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

3. SECTION V DEFINITIONS is amended to include the following additional definitions:

- a. Civil proceeding means an action by the Department of Health and Human Services (HHS) arising out of Violations.
- b. Investigation means an examination of an actual or alleged Violation(s) by HHS. However, Investigation does not include a Compliance Review.
- c. Violation means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, a. (3) (b)** is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. Exclusions, Paragraph a. Athletic Activities is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. **b.** is deleted in its entirety and replaced by the following:
 1. **b.** Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.**d.** is deleted in its entirety and replaced by the following:
 1. **d.** All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I COVERAGES, SUPPLEMENTARY PAYMENTS COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an Employee in a criminal proceeding occurring in the course of employment.

The most we will pay for any Employee who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of Employees, Claims or Suits brought or persons or organizations making claims or bringing Suits.

K. Key and Lock Replacement ☐ Janitorial Services Client Coverage

SECTION I ☐ COVERAGES, SUPPLEMENTARY PAYMENTS ☐ COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the Client's premises due to theft or other loss to keys entrusted to you by your Client, up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, employees, managers, directors, trustees, authorized representatives or any one to whom you entrust the keys of a Client for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II ☐ WHO IS AN INSURED is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. **Medical Directors and Administrators** ☐ Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. **Managers and Supervisors** ☐ Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your employees are also insureds for bodily injury to a co-employee while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. **Broadened Named Insured** ☐ Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. **Funding Source** ☐ Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. **Home Care Providers** ☐ At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. **Managers, Landlords, or Lessors of Premises** ☐ Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any occurrence which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. **Lessor of Leased Equipment** ☐ **Automatic Status When Required in Lease Agreement With You** ☐ Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any occurrence which takes place after the equipment lease expires.

h. Grantors of Permits Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection, or removal of elevators; or
- (c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors Only with respect to bodily injury or property damage arising out of your products which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily Injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- J. Franchisor ☐ Any person or organization with respect to their liability as the grantor of a franchise to you.
- K. As Required by Contract ☐ Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations.
- L. Owners, Lessees or Contractors ☐ Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions ☐ Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily Injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily Injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV ☐ COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the occurrence or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or (suit) is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV ☐ COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV ☐ COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV ☐ COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury ☐ Mental Anguish

SECTION V ☐ DEFINITIONS, Paragraph 3. is deleted in its entirety and replaced by the following:

Bodily Injury ☐ means:

- a. Bodily Injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

R. Personal and Advertising Injury ☐ Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of **Personal and advertising injury ☐** is amended as follows:

1. **SECTION V ☐ DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V ☐ DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

EXHIBIT E
REIMBURSEMENT REQUEST FORM



CITY OF COLLEGE STATION

COMMUNITY SERVICES DEPARTMENT
COMMUNITY DEVELOPMENT BLOCK GRANT
REIMBURSEMENT REQUEST FORM
2017-2018

AGENCY:			
CONTRACT EXPENSES:	BUDGETED	CURRENT REQUEST	YEAR TO DATE REQUESTED
	\$	\$	\$
(INVOICES OR ACCEPTABLE ALTERNATIVE DOCUMENTATION MUST BE SUBMITTED)			
TOTAL	\$	\$	\$
REIMBURSEMENT REQUEST		\$	
EXPENSES FOR THE PERIOD OF:			
AMOUNT REMAINING IN CDBG CONTRACT	\$		

I hereby request reimbursement for approved program expenses to date in the amount of \$ _____.

Signature of Authorized Agency Representative

Date

CDBG Funding Contract: 2017 – 2018

Agency's Certification and Reimbursement Request Form

Agency Name

Contract #

Program Name

Name of Agency Contact

Agency's Address

I. Agency's Certification and Reimbursement Request

I hereby certify:

- ☐ The information presented on this form is true and complete to the best of my knowledge;
- ☐ All programs and services have been executed in accordance with the terms and requirements of the contract;
- ☐ All expenses for which payment is being requested herein were incurred by the above-referenced program(s);
- ☐ All supporting documentation to substantiate this request has been received by the Community Services Department.
- ☐ The agency is in full compliance with the terms and conditions of the above referenced contract.

I hereby request reimbursement for approved program expenses to date in the amount of \$ _____.

Signature of Authorized Agency Representative

Date

II. Monitor's Certification

I have reviewed the documents submitted by the above-referenced agency and agree that all services and expenditures have been satisfactorily completed in accordance with all applicable requirements and terms of the above referenced contract number.

I hereby approve payment to the agency in the amount of \$ _____.

Signature of Monitor

Date

III. Director of Community Services' Certification

I hereby approve payment to the agency in the amount of \$ _____.

Signature of Director of Community Services

Date

EXHIBIT F
2017 HUD INCOME LIMITS
(Updates made during the length of Contract term)

2017 MEDIAN INCOME LIMITS
City of College Station
Community Services

This list supersedes all other lists of prior dates.

Household	30%	50%	80%
1	\$12,700	\$21,150	\$33,850
2	\$16,240	\$24,200	\$38,650
3	\$20,420	\$27,200	\$43,500
4	\$24,600	\$30,200	\$48,300
5	\$28,780	\$32,650	\$52,200
6	\$32,960	\$35,050	\$56,050
7	\$37,140	\$37,450	\$59,900
8	\$39,900	\$39,900	\$63,800

The left column (Household) refers to the number of people in the home. The highlighted column (80%) refers to your maximum income allowed per year by HUD guidelines.

Source: <https://www.huduser.gov/portal/datasets/il/il2017/2017summary.odn>

CDBG Funding Contract: 2017 – 2018

EXHIBIT G
PROJECT COMPLIANCE REPORT

A	B	C	D	E	F	G	H
Unit Number	Tenant Name	Household Size	No. Bedrooms	Max Rent	Monthly Rent	Tenants Annual Gross Income	Compliance Y/N?

EXHIBIT H
HOME Rents
College Station – Bryan MSA
Effective June 15, 2017

Program	Efficiency	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Low HOME Rent	\$533	\$571	\$686	\$791	\$883	\$975	\$1,065
High HOME Rent	\$624	\$699	\$845	\$1,047	\$1,148	\$1,248	\$1,348





Legislation Details (With Text)

File #:	17-0317	Version:	1	Name:	FM 2154 / Holleman Intersection Safety Improvements
Type:	Contract	Status:		Status:	Consent Agenda
File created:	6/23/2017	In control:		In control:	City Council Regular
On agenda:	7/13/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on professional services contract no. 17300450 with Binkley & Barfield in the amount of \$110,598 for the professional engineering services related to the preliminary design of the FM 2154/Holleman Intersection Safety Improvements Project.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Project Map				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on professional services contract no. 17300450 with Binkley & Barfield in the amount of \$110,598 for the professional engineering services related to the preliminary design of the FM 2154/Holleman Intersection Safety Improvements Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: The project includes safety improvements to the FM 2154 & Holleman intersection. FM 2154 will be elevated to reduce the grade difference with the railroad crossing. Holleman will be widened to accommodate dedicated right and left turn lanes in both directions. New railroad and traffic signals will also be placed with the project. The City will manage the design effort and TXDOT will manage bidding and construction.

Budget & Financial Summary: This project was not included in the FY17 Approved Capital Improvement Projects Program as it was not identified when the budget was under development. Since that time, an opportunity to coordinate with TxDOT for the funding of the project has been identified. The City's participation will be this Preliminary Engineering Report (PER), the full design of the project, and any item in construction that the City requires above and beyond the TXDOT standard. The budget for the PER will be transferred from several other completed street projects that came in under budget. It is anticipated that Certificates of Obligation will be issued in FY18 for the project design.

Attachments:

1. Contract No. 17300450 (on file with the City Secretary's Office)
2. Project Location Map

PROJECT MAP



MARION PUGH DR

LONNIE LN

WELLBORN RD

HOLLEMAN DR

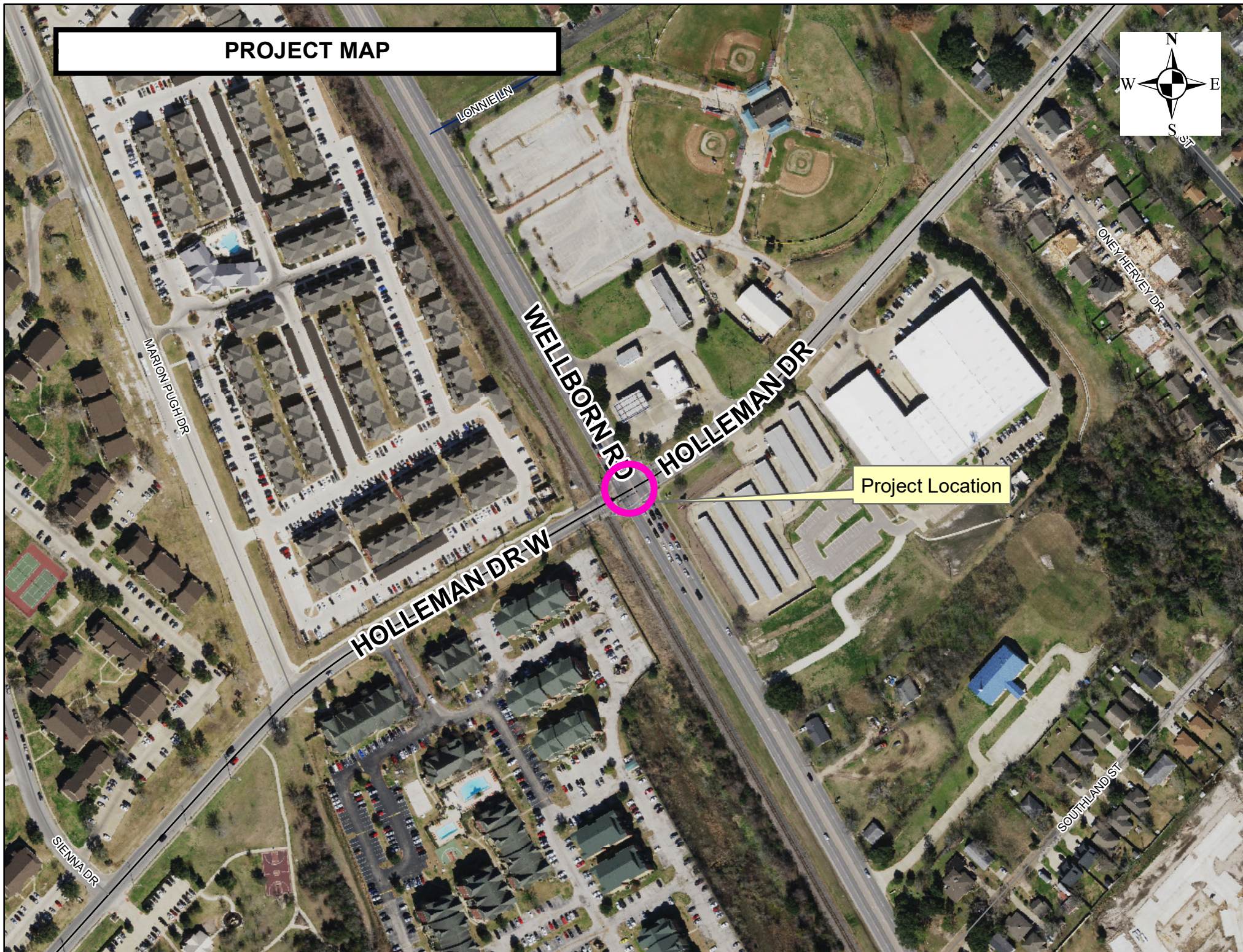
Project Location

HOLLEMAN DR W

ONEY HERVEY DR

SOUTHLAND ST

SIENNA DR





Legislation Details (With Text)

File #: 17-0318 **Version:** 1 **Name:** FM 2818 Capacity Improvements Change Order 1
Type: Contract **Status:** Consent Agenda
File created: 6/23/2017 **In control:** City Council Regular
On agenda: 7/13/2017 **Final action:**

Title: Presentation, possible action, and discussion regarding Change Order No. 1 to contract 16300415 with Binkley and Barfield, Inc. for the FM 2818 Capacity Improvement Project decreasing the design contract by \$70,631.41 for a new contract total of \$500,471.09.

Sponsors: Donald Harmon

Indexes:

Code sections:

Attachments: [Change Order 1 - Signed](#)
[Project Location Map](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding Change Order No. 1 to contract 16300415 with Binkley and Barfield, Inc. for the FM 2818 Capacity Improvement Project decreasing the design contract by \$70,631.41 for a new contract total of \$500,471.09.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

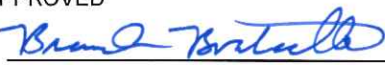
Recommendation(s): Staff recommends approval of the change order.

Summary: The original scope included three design alternatives which resulted in unfavorable traffic conditions. Our consultant conducted addition preliminary analysis of innovative alternatives, which resulted in better traffic conditions. A new contract is being proposed to pursue this alternative street design. The remainder of the encumbered funds associated with developing a conceptual design is being credited back to the City. TxDOT has agreed to handle the public involvement and environmental documentation for the remainder of the project. The remainder of the encumbered funds associated with these two tasks are being credited back to the City.

Budget & Financial Summary: A total of \$904,152 is budgeted for this project. After deductive change order #1 of \$70,631.41 is applied, the total expenditures and encumbrances of this project will be \$516,640, leaving a balance of \$387,512.

Attachments:

1. Change Order 1 to Contract 16300415, Binkley & Barfield, Inc.
2. Project Location Map

CHANGE ORDER NO. 1		DATE: June 16, 2017		Contract No.: 16300415		
P.O.#: 16205749		PROJECT: FM2818 Capacity Improvements				
OWNER:			CONTRACTOR:			
City of College Station P.O. Box 9960 College Station, Texas 77842			Binkley and Barfield, Inc. 3452 Rock Prairie Rd West Ph: 979-703-1809 College Station, TX 77845 Fax:			
PURPOSE OF THIS CHANGE ORDER:						
A. The original scope included three design alternatives which resulted in unfavorable traffic conditions. Our consultant conducted addition preliminary analysis of innovative alternatives, which resulted in better traffic conditions. A new contract is being proposed to pursue this alternative street design. The remainder of the encumbered funds associated with developing a conceptual design is being credited back to the City.						
B. TxDOT has agreed to handle the public involvement and environmental documentation for the remainder of the project. The remainder of the encumbered funds associated with these two tasks are being credited back to the City.						
ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Conceptual Design	(\$9,628.81)	0	1	(\$9,628.81)
2	LS	Public Involvement	(\$41,513.00)	0	1	(\$41,513.00)
3	LS	Environmental Documentation Services	(\$19,489.60)	0	1	(\$19,489.60)
					TOTAL	(\$70,631.41)
THE NET AFFECT OF THIS CHANGE ORDER IS A -12.4% DECREASE.						
ALL ITEMS (ST1603/4139 9971-6560)			(\$70,631.41)			
TOTAL CHANGE ORDER			(\$70,631.41)			
ORIGINAL CONTRACT AMOUNT			\$571,102.50			
CHANGE ORDER NO. 1			(\$70,631.41)			
REVISED CONTRACT AMOUNT			\$500,471.09			
			-12.4% CHANGE			
			-12.4% TOTAL CHANGE			
ORIGINAL CONTRACT TIME			N/A Days			
TIME EXTENSION NO. 1			N/A Days			
REVISED CONTRACT TIME			N/A Days			
SUBSTANTIAL COMPLETION DATE			N/A			
REVISED SUBSTANTIAL COMPLETION DATE			N/A			
APPROVED						
 6/19/17 _____ A/E CONTRACTOR Date			_____ CHIEF FINANCIAL OFFICER Date			
_____ CONSTRUCTION CONTRACTOR Date			_____ CITY ATTORNEY Date			
_____ PROJECT MANAGER Date			_____ CITY MANAGER Date			
_____ CITY ENGINEER Date			_____ MAYOR Date			
_____ DEPARTMENT DIRECTOR Date			_____ CITY SECRETARY Date			

Project Location Map

FM2818 Capacity Improvements

Legend

Project Location

Streets

Functional Classification

FREEWAY

MAJOR ARTERIAL

MAJOR COLLECTOR

MINOR ARTERIAL

MINOR COLLECTOR

LOCAL STREET

PRIVATE STREET

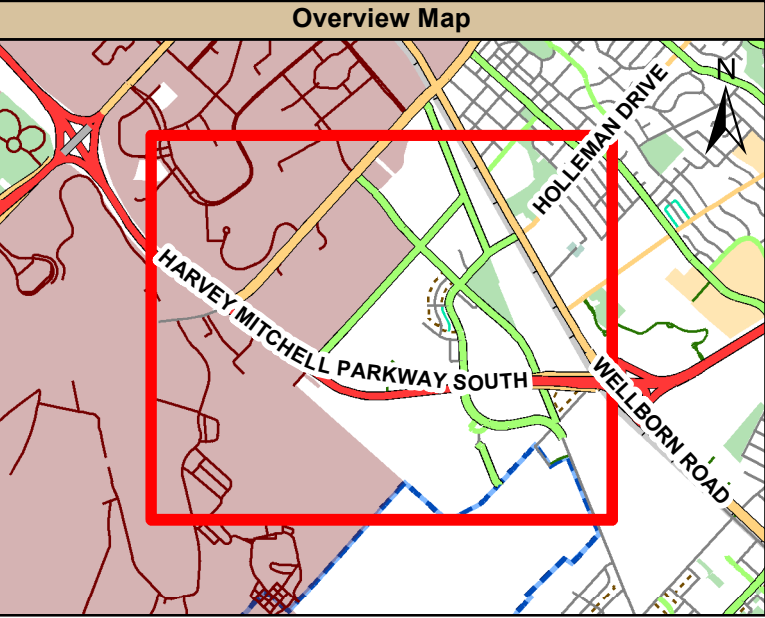
ALLEY

TAMU

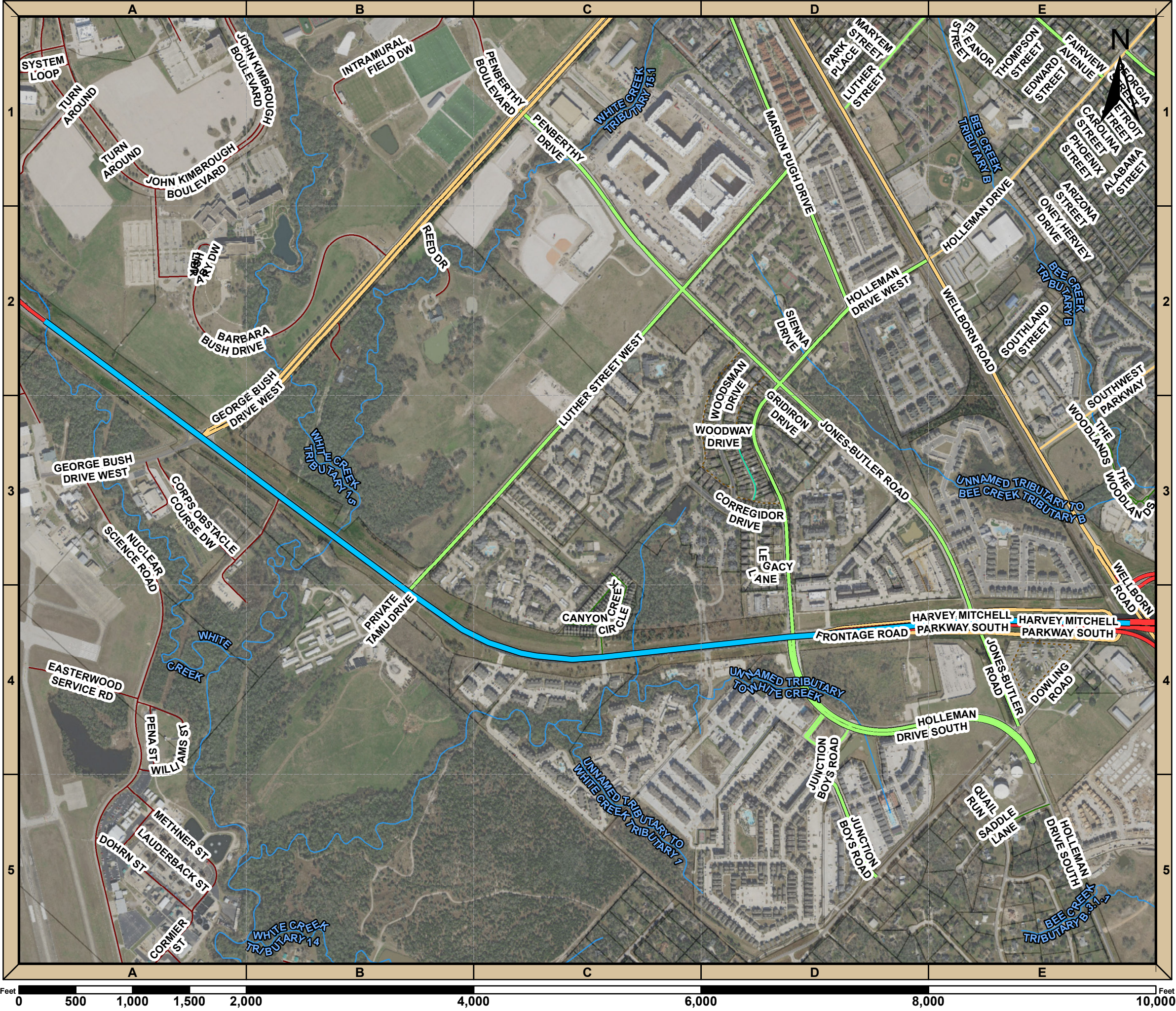
ACCESS ROADS

Property Parcels

Rivers



DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.





Legislation Details (With Text)

File #:	17-0319	Version:	1	Name:	FM 2818 Schematic Design Contract
Type:	Contract	Status:		Status:	Consent Agenda
File created:	6/23/2017	In control:		In control:	City Council Regular
On agenda:	7/13/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on professional services contract 17300476 with Binkley and Barfield, Inc., in the amount of \$397,190.36, for engineering and surveying services associated with the FM 2818 Capacity Improvements Project.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Project Location Map				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on professional services contract 17300476 with Binkley and Barfield, Inc., in the amount of \$397,190.36, for engineering and surveying services associated with the FM 2818 Capacity Improvements Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: The previous schematic design contract included the analysis of 3 design alternatives for FM 2818 from FM 2154 to George Bush Drive and the development of a geometric design schematic for the selected alternative including shared used paths along both sides of FM 2818. Based on the results of the traffic analysis and meetings with City of College Station (City) and Texas Department of Transportation (TxDOT) staff, it was determined the 3 design alternatives analyzed as part of the original scope would not adequately address the growth issues along the project corridor, thus a revised scope was requested. It was also determined the limits of the schematic design should be revised to include the area north of the original project limits, to include FM 2818 from George Bush Drive to F&B Road. The revised scope includes the analysis of a divided roadway section, with wide median (Option H), from the DDI ramps just south of FM 60 to just south of Holleman Drive, and the development of a geometric schematic, from FM 2154 to F&B Road, based on the preliminary design provided by the TxDOT Bryan District, including shared used paths along both sides of FM 2818.

Budget & Financial Summary: Budget in the amount of \$655,000 was included in the FY17 Streets Capital Improvement Projects Fund for this project. Additional budget in the amount of \$269,152 has been transferred from completed projects to this project to address a budget shortfall. A total of \$516,640 has been expended or committed to date, leaving a balance of \$407,512 for this contract.

Attachments:

1. Contract 17300476 on file in the City Secretary's Office
2. Project Location Map

Project Location Map

FM2818 Capacity Improvements

Legend

Project Location

Streets

Functional Classification

FREEWAY

MAJOR ARTERIAL

MAJOR COLLECTOR

MINOR ARTERIAL

MINOR COLLECTOR

LOCAL STREET

PRIVATE STREET

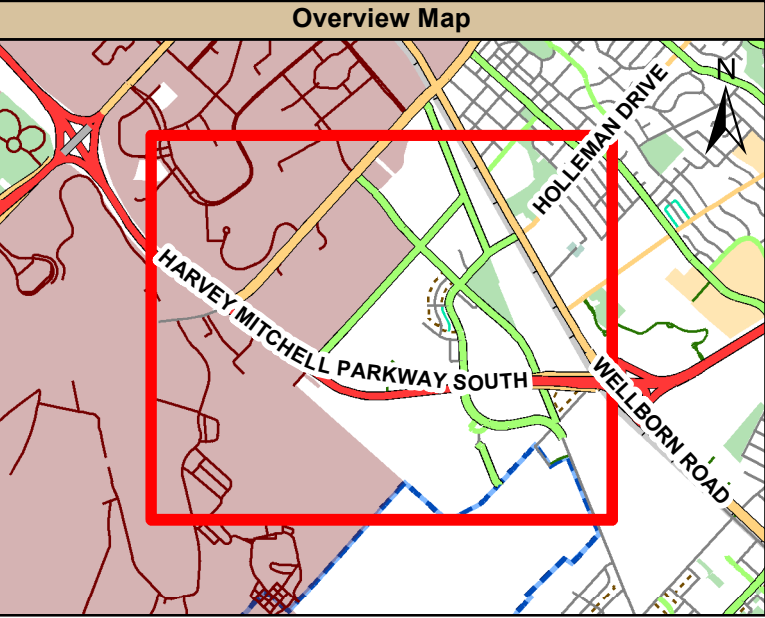
ALLEY

TAMU

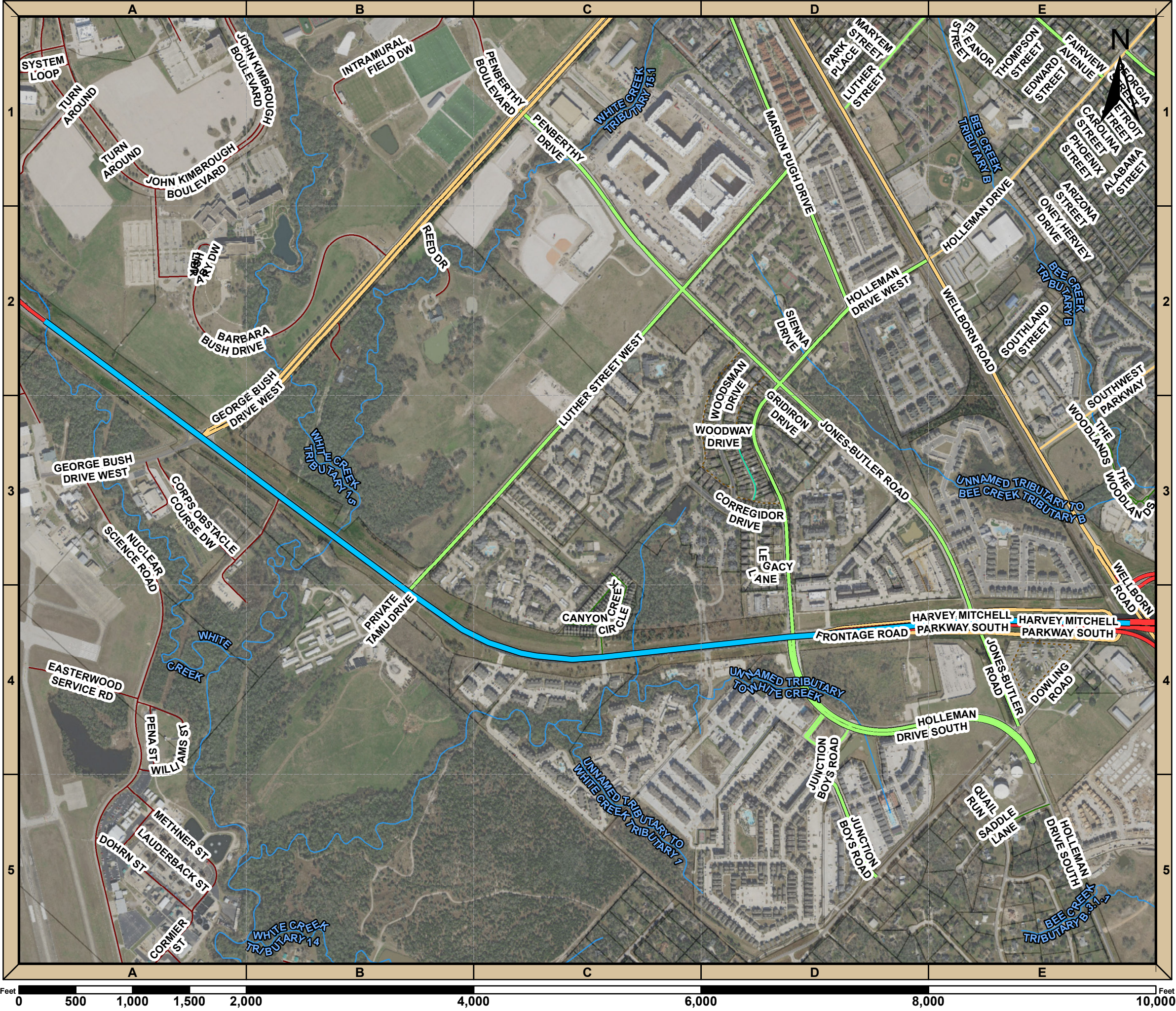
ACCESS ROADS

Property Parcels

Rivers



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Legislation Details (With Text)

File #:	17-0321	Version:	1	Name:	Hot Mix Asphalt Picked Up
Type:	Renewal	Status:		Status:	Consent Agenda
File created:	6/23/2017	In control:		In control:	City Council Regular
On agenda:	7/13/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on the renewal of the annual blanket purchase orders for Type D Hot Mix Asphalt to be picked up by City Crews for the maintenance of streets to Knife River Corp- South for \$1,397,500 and Brazos Paving, Inc. for \$427,000. The total annual not to exceed expenditure is \$1,824,500.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	bid #16-081 tabulation Bid 16-081 BPI Materials - Signed Bid 16-081 Knife River - Signed				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on the renewal of the annual blanket purchase orders for Type D Hot Mix Asphalt to be picked up by City Crews for the maintenance of streets to Knife River Corp- South for \$1,397,500 and Brazos Paving, Inc. for \$427,000. The total annual not to exceed expenditure is \$1,824,500.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the renewal of the annual blanket purchase order.

Summary: In 2016, in response to bid #16-081, the City received two competitive sealed bids for the purchase of Type D Hot Mix Asphalt to be picked up by City Crews. The City requested quotes for semi-annual and annual estimates. Knife River was the lowest responsible bidder and was awarded an estimated 25,000 tons at \$55.90 per ton for a total not to exceed amount of \$1,397,500. Any after hours, or emergency start-up costs will be paid from this not to exceed amount. This renewal is the first of two possible one year renewal terms from August 1, 2017 through July 31, 2018.

Brazos Paving, Inc. is being recommended for an annual blanket order renewal of 7,000 tons at \$61.00 for an amount not to exceed \$427,000. This award will provide an alternate source of Type D Hot Mix when Knife River cannot supply the City's asphalt due to plant downtime. Any after hours, or emergency start-up costs will be paid from this not to exceed amount. This renewal is the first of two possible one year renewal terms from August 1, 2017 through July 31, 2018.

Budget & Financial Summary: Funds are budgeted and available in the Street Maintenance and Roadway Maintenance budgets.

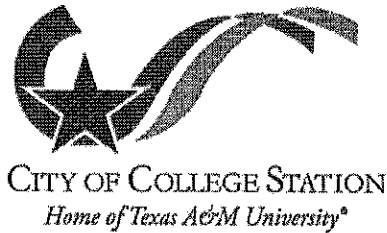
Attachments:

1. Renewal letters
2. Bid tabulation



City of College Station - Purchasing Division
 Bid Tabulation for #16-081
 "Type "D" Hot Mix to be Picked Up by City Crews"
 Open Date: Friday, June 17, 2016 @ 2:00 p.m.

				Knife River Corp-South		Brazos Paving, Inc.	
Item	Estimated Quantity	UOM	Description	Unit Price	Total Price	Unit Price	Total Price
<i>Semi- Annual Estimates</i>							
1	15,000	tons	Asphalt, Hot-Mix, Type D, in accordance with TSDHPT 1993 Standard Specs Item #340	\$55.90	\$838,500.00	\$61.00	\$915,000.00
<i>Annual Estimates</i>							
2	25,000	tons	Asphalt, Hot-Mix, Type D, in accordance with TSDHPT 1993 Standard Specs Item #340	\$55.90	\$1,397,500.00	\$61.00	\$1,525,000.00
<i>Emergency Requests</i>							
3	1	ton	Emergency requests after 6:00 p.m. (price per ton)	\$1,800.00		\$1,500.00	



June 12, 2017

ATTN:
Martin Jackson
BPI Materials, LLC
P.O. Box 714
Bryan, TX 77806

RE: Renewal 1, Bid 16-081
Annual Type "D" Hot Mix to be Picked Up by City Crews

Dear Mr. Jackson,

The City of College Station appreciates the services provided by BPI Materials, LLC, this past year. We would like to exercise our option to renew the above referenced contract for the term of August 1, 2017 through July 31, 2018.

If this meets with your company's approval, please complete the following renewal agreement and return it no later than Friday, June 16, 2017 via e-mail to hpavelka@cstx.gov. *Please follow up by mailing an original signed copy to my attention at the following address:*

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

Sincerely,

Heather Pavelka
Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Bid 16-081, Annual Type "D" Hot Mix to be Picked Up by City Crews, in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed Four Hundred Twenty Seven Thousand and No/100 Dollars (\$427,000.00).

Line Item Pricing

Asphalt, Hot Mix Type "D" Picked up by City Crews	\$61.00/ Ton
Emergency Start Up Request after 6:00 p.m.	\$1,500.00/ each

I understand this renewal term will be for the period beginning August 1, 2017 through July 31, 2018. This is the first of two possible renewals.

BPI MATERIALS, LLC

By: 
Printed Name: Billy Prewitt
Title: V.P.
Date: 6/12/17

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Brazos Paving, Inc.
Bryan, TX United States

Certificate Number:
2017-222610

Date Filed:
06/12/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City Of College Station

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

16-018 R 1
Annual Hot Mix Asphalt Type "D"

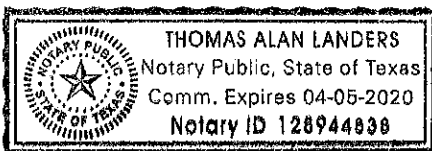
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Billy Prewitt, this the 13 day of June, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Thomas Alan Landers
Printed name of officer administering oath

Conductor
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Brazos Paving, Inc.
Bryan, TX United States

Certificate Number:
2017-222610

Date Filed:
06/12/2017

Date Acknowledged:
06/13/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City Of College Station

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

16-018 R 1
Annual Hot Mix Asphalt Type "D"

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

RENEWAL ACCEPTANCE

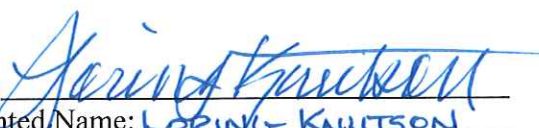
By signing herewith, I acknowledge and agree to renew Bid 16-081, Annual Type "D" Hot Mix to be Picked Up by City Crews, in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed One Million Three Hundred Ninety Seven Thousand Five Hundred and No/100 Dollars (\$1,397,500.00).

Line Item Pricing

Asphalt, Hot Mix Type "D" Picked up by City Crews	\$55.90/ Ton
Emergency Start Up Request after 6:00 p.m.	\$1,800.00/ each

I understand this renewal term will be for the period beginning August 1, 2017 through July 31, 2018. This is the first of two possible renewals.

KNIFE RIVER CORP- SOUTH

By: 

Printed Name: LORING KNUITSON

Title: MATERIALS MANAGER

Date: 6/19/17

Legislation Details (With Text)

File #:	17-0323	Version:	1	Name:	Southwood Valley Trunk Line Phase I
Type:	Contract	Status:		Status:	Consent Agenda
File created:	6/23/2017	In control:		In control:	City Council Regular
On agenda:	7/13/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding approval of professional services contract no. 17300470 with Kimley-Horn and Associates, Inc. in the amount of \$240,036, for the design and construction phase services for the Southwood Valley Trunk Line Phase I Project.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	2017-05-30 PLM - Southwood Valley Trunk Line - Phase 1				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of professional services contract no. 17300470 with Kimley-Horn and Associates, Inc. in the amount of \$240,036, for the design and construction phase services for the Southwood Valley Trunk Line Phase I Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: The scope of this contract includes mapping, sanitary sewer design, geotechnical and subsurface utility engineering investigation services, environmental services, bid phase services, construction phase services, and construction materials testing for Phase I. The Southwood Valley Trunk Line Project involves the design of approximately 2,310 linear feet of 36-inch sanitary sewer line within easements on private property located on the west side of State Highway 6. The scope of the project extends along the existing sanitary sewer alignment from a point approximately 850 feet south of FM 2818 to the connection with the proposed Bee Creek Trunk Line - Phase 2 (currently under construction with project completion: December 2017) near the confluence of Bee Creek and State Highway 6. The purpose of this replacement is to increase capacity for proposed future development.

Budget & Financial Summary: The project budget of \$2,577,000 is included in the proposed FY17 Wastewater Capital Improvement Projects Fund.

Attachments:

1. Contract - On file in the City Secretary's Office
2. Project Location Map

Project Location Map

Southwood Valley Trunk Line

Phase 1

Legend

Project Location

Fire Hydrants

Isolation

Blowoff

Air Relief

Services

Fittings

Distribution

Fire

Standard

Services

Fittings

Gravity

All Easements

Rivers

Water Features

Streets

Functional Classification

FREEWAY

MAJOR ARTERIAL

MAJOR COLLECTOR

LOCAL STREET

Property Parcels

DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.



Legislation Details (With Text)

File #:	17-0324	Version:	1	Name:	SH 6 Water Line Phase 3 Project
Type:	Contract	Status:		Status:	Consent Agenda
File created:	6/23/2017	In control:		In control:	City Council Regular
On agenda:	7/13/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on professional services contract no. 17300421 with Jones & Carter, Inc. in the amount of \$266,000, for the design, bidding, and construction administration for the State Highway 6 Waterline Phase III project.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on professional services contract no. 17300421 with Jones & Carter, Inc. in the amount of \$266,000, for the design, bidding, and construction administration for the State Highway 6 Waterline Phase III project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: The scope of this contract includes design, bidding, and construction administration services for the State Highway 6 Phase III Project. This project consists of the design of a new waterline along the State Highway 6 northbound feeder; an 18-inch waterline between Woodcreek Dr. and Sebesta road, a 20-inch waterline between Harvey Mitchell Parkway, and a 12-inch waterline between Emerald Parkway and North Forest Parkway. These water lines are included in the 2015 Water Master Plan and are needed to serve future development south of William D. Fitch Parkway. These water lines will connect to existing water lines and staff recommends that a large diameter line be installed to allow better overall hydraulic operation.

Budget & Financial Summary: Budget in the amount of \$2,810,000 is included for this project in the Water Capital Improvement Projects Fund.

Attachments:

1. Contract - On file in the City Secretary's Office



Legislation Details (With Text)

File #:	17-0325	Version:	1	Name:	University Drive Sidewalk Project ILA
Type:	Agreement	Status:		Status:	Consent Agenda
File created:	6/23/2017	In control:		In control:	City Council Regular
On agenda:	7/13/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding approval of an Interlocal Agreement (17300486) with Texas A&M University regarding construction and maintenance of sidewalks constructed with the University Drive Pedestrian Safety Improvements Project Phase 2.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	ILA Signed by TAMU				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of an Interlocal Agreement (17300486) with Texas A&M University regarding construction and maintenance of sidewalks constructed with the University Drive Pedestrian Safety Improvements Project Phase 2.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: The University Drive Pedestrian Safety Improvements Phase 2 project will include widening of sidewalks, various roadway signals improvements, and various traffic signal improvements from east of South College Ave (Bizzell Street) to east of College Main (Houston Street) along University Drive. Certain improvements will occur on TAMU's property, including widening of sidewalks and installation of irrigation sleeves. The City will be responsible for funding and constructing these improvements. The City will not be providing landscape or irrigation as part of the project. This agreement acknowledges that the City will fund and construct sidewalks and other improvements on TAMU property and TAMU will be responsible for maintenance once improvements are complete. The new sidewalk will be required to remain public and any future alterations will require the City's written approval.

Budget & Financial Summary: The City is fully funding the University Drive Pedestrian Safety Improvements Phase 2 project. There are no exchange of funds as part of this Interlocal Agreement.

Legal Review: Yes

Attachments:

1. Interlocal Agreement

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF COLLEGE STATION
AND TEXAS A&M UNIVERSITY**

This Agreement ("Agreement") is effective as of the _____ of _____, 2017, by and between TEXAS A&M UNIVERSITY (hereafter referred to as "TEXAS A&M"), a member of The Texas A&M University System, and the CITY OF COLLEGE STATION (hereafter referred to as "COLLEGE STATION").

WHEREAS, Texas Government Code, Chapter 791, also known as the Interlocal Cooperation Act, authorizes local governments to contract with each other to perform functions or services each party to the contract is authorized to perform individually; and

WHEREAS, COLLEGE STATION intends to make improvements along University Drive generally extending from the east side of South College Avenue and Bizzell Street to the east side of College Main and Houston Street in College Station, Texas (the "University Drive Pedestrian Safety Improvements Project Phase 2" or "Sidewalk Project"); and

WHEREAS, COLLEGE STATION and TEXAS A&M each desire to enter into an Interlocal Agreement to provide for certain improvements constructed as part of the University Drive Pedestrian Safety Improvements Project Phase 2 on property owned by TEXAS A&M, including the construction of improvements to a pedestrian sidewalk located on TEXAS A&M property and extending along the south side of University Drive from the east side of Bizzell Street to the east side of Houston Street (hereafter referred to as the "Sidewalk Project"), as well as the maintenance of such sidewalk improvements; and

WHEREAS, COLLEGE STATION and TEXAS A&M agree that the Sidewalk Project is on TEXAS A&M's main campus ("A&M Property"), under the control of the Board of Regents of The Texas A&M University System ("TAMUS"), subject only to the actions of the legislature of the State of Texas; and

WHEREAS, COLLEGE STATION and TEXAS A&M each represent it is authorized to enter into this Agreement;

NOW, THEREFORE, in consideration of the recitals and mutual covenants made by TEXAS A&M and COLLEGE STATION to be respectively kept and performed, the parties agree as follows:

SECTION I. PURPOSE OF AGREEMENT

- 1.1. The purpose of this Agreement is to establish the responsibilities of TEXAS A&M and COLLEGE STATION regarding the construction and maintenance of the Sidewalk Project.**

SECTION II. TERM

- 2.1. Unless otherwise provided herein, this Agreement remains in effect until construction of the Sidewalk Project is completed, but in no event for more than two (2) years after the effective date of this Agreement.**

SECTION III. PROJECT DESCRIPTION/DESIGN

3.1. The parties agree the precise layout and construction design of the Sidewalk Project will be subsequently determined based on the engineering designs to be provided by COLLEGE STATION as contemplated by this Agreement, in coordination with the Texas Department of Transportation ("TxDOT"). The Associate Vice President, Transportation Services for Texas A&M University must approve such design. COLLEGE STATION will solicit bids for and manage construction of the University Drive Pedestrian Safety Improvements Project Phase 2 which will include the Sidewalk Project.

3.2. The parties further agree the general layout of the Sidewalk Project will be in accordance with the description set forth and illustrated in "Exhibit "A", attached and incorporated herein by reference.

3.3. The parties further acknowledge and agree to the following:

3.3.1. The existing sidewalks located on A&M property as described above will be widened to approximately twelve feet (12') except where such width must vary along certain sections of the sidewalk due to unavoidable barriers such as buildings or trees;

3.3.2. The Sidewalk Project will not include landscaping improvements;

3.3.3. The Sidewalk Project will not include the installation of irrigation facilities nor the repair or replacement of existing irrigation facilities that are damaged or removed as part of the Sidewalk Project;

3.3.4. COLLEGE STATION will install sleeves under the sidewalk improvements to aid TEXAS A&M with irrigation installation after completion of the Sidewalk Project;

3.3.5. The Sidewalk Project will require the removal of vegetation and landscaping including two (2) oak trees and approximately twenty-one (21) crape myrtle trees located on A&M property” impacted by the Sidewalk Project;

3.3.6. TEXAS A&M will remove and transplant any desired vegetation and landscaping prior to construction of this project. Remaining vegetation at the start of the project that is in conflict with proposed improvements will be removed by COLLEGE STATION.

3.3.7. The Sidewalk Project will require COLLEGE STATION to remove the masonry and iron fencing between the Post Office driveway and the west side of Asbury Street as well as the masonry fence located in front of the North Side Parking Garage..

SECTION IV. PROJECT RESPONSIBILITIES

4.1. COLLEGE STATION.

4.1.1. COLLEGE STATION will coordinate with TxDOT and TEXAS A&M regarding the Sidewalk Project activities performed by COLLEGE STATION as outlined in Section III.

4.1.2. COLLEGE STATION agrees to pay the total cost of the Sidewalk Project, with the exception of any additional fiber conduit installation expenses specifically requested by TEXAS A&M, which, upon such request, will be addressed in a separate ILA.

4.2 TEXAS A&M.

4.2.1 TEXAS A&M understands and agrees that the Sidewalk Project will be constructed on A&M Property along the route described and illustrated in Exhibit “A”.

4.2.2 TEXAS A&M agrees to provide such assistance as may be necessary during construction of the Sidewalk Project.

4.2.3 TEXAS A&M will identify and mark all utility lines which are located on TEXAS A&M Property and owned by TEXAS A&M or TAMUS.

SECTION V. SIDEWALK MAINTENANCE

5.1. TEXAS A&M and COLLEGE STATION expressly agree TEXAS A&M, upon completion of the Sidewalk Project, will maintain the sidewalk improvements constructed as part of the Project.

5.2. TEXAS A&M agrees that the sidewalk improvements constructed as part of the Sidewalk Project shall remain open to the public.

5.3. TEXAS A&M agrees that the sidewalk improvements constructed as part of the Sidewalk Project may not be altered or removed without written approval of COLLEGE STATION.

5.4. This section will survive termination of this Agreement.

SECTION VI. MODIFICATION OF AGREEMENT

6.1. The terms and conditions of this Agreement may be modified at any time by the mutual consent of both parties. However, no amendment or modification to this Agreement is effective unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

SECTION VII. WRITTEN NOTICE

7.1. Unless otherwise specified, written notice will be deemed to have been duly served if delivered in person to the individuals listed below or if it is delivered or sent certified mail to the business address below. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other party.

TEXAS A&M:

Vice President for Finance & Operations *Administration JMS*
~~202218~~ Administration Building
College Station, TX 77843-1247

With a Copy to:

Department of Contract Administration
1260 TAMU
College Station, TX 77843-1260

COLLEGE STATION:

Public Works Director
P.O. Box 9960
College Station, TX 77842

SECTION VIII. STATE AGENCY

8.1. COLLEGE STATION expressly acknowledges TEXAS A&M is an agency of the State of Texas and TEXAS A&M acknowledges COLLEGE STATION is a Texas municipality. Nothing in this Agreement will be construed as a waiver or relinquishment by TEXAS A&M or COLLEGE STATION of its right to claim such exemptions, privileges and immunities as may be provided by law.

SECTION IX. WAIVER

9.1. Failure of any party, at any time, to enforce a provision of this Agreement, in no way constitutes a waiver of that provision, nor in anyway affects the validity of this Agreement, any part of this Agreement, or the right of the party thereafter to enforce each and every provision of this Agreement. No term of this Agreement will be deemed waived or breach excused unless such waiver is in writing and signed by the party claiming to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

SECTION X. INVALIDITY

10.1. If any portion of this Agreement is held invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired. The parties will use their best efforts to replace the respective provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

SECTION XI. ENTIRE AGREEMENT

11.1. It is understood this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent

or employee of COLLEGE STATION or TEXAS A&M, either before or after the execution of this Agreement, affects or modifies any terms or obligations of this Agreement.

SECTION XII. CHOICE OF LAW

12.1. This Agreement is governed by the laws of the State of Texas.

SECTION XIII. PLACE OF PERFORMANCE

13.1. Performance of this Agreement is in Brazos County, Texas

SECTION XIV. AUTHORITY

14.1. Each party has full power and authority to enter into and perform under this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement represent that they have authorization to sign on behalf of their respective entities.

SECTION XV. AGREEMENT READ

15.1. Each party acknowledges that it has read, understands and intends to be bound by the terms and conditions of this Agreement.

SECTION XVI. MULTIPLE ORIGINALS

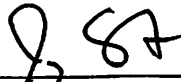
16.1. It is understood and agreed this Agreement may be executed in a number of identical counterparts with each deemed an original for all purposes.

16.2. IN WITNESS OF THIS AGREEMENT, COLLEGE STATION and TEXAS A&M, through their duly appointed agents, have executed this Agreement in duplicate originals.

EXECUTED this the 12 day of May, 2017 by TEXAS A&M.

TEXAS A&M UNIVERSITY

By:



Jerry Shanks

Executive Vice President and Chief Financial Officer

EXECUTED this the ____ day of _____, 2017 by COLLEGE STATION.

CITY OF COLLEGE STATION

By:

Karl P. Mooney
Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

College Station City Attorney

ACKNOWLEDGEMENTS

STATE OF TEXAS

§

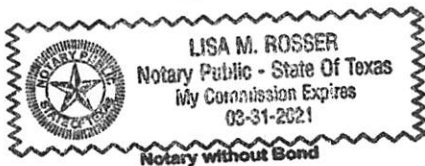
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COUNTY OF BRAZOS

§

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jerry R. Strawser, Executive Vice President and Chief Financial Officer, Texas A&M University, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of May, A. D. 2017.



A handwritten signature in blue ink that reads "Lisa M. Rosser".

Notary Public, State of Texas
My Commission Expires: 3-31-21

STATE OF TEXAS

§

§

COUNTY OF BRAZOS

§

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Karl P. Mooney, Mayor, City of College Station, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2017.

Notary Public, State of Texas
My Commission Expires: _____

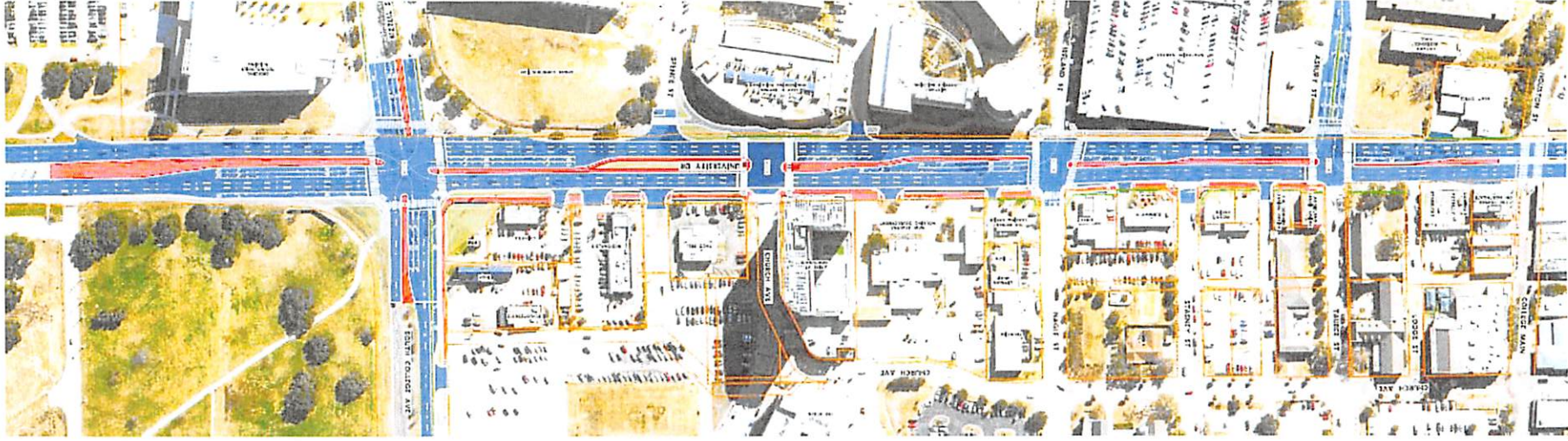


EXHIBIT A

UNIVERSITY DRIVE PEDESTRIAN IMPROVEMENTS

- LEGEND:
- EXISTING ROW
 - EXISTING PROPERTY LINE
 - EXISTING UTILITY EASEMENT
 - PROPOSED ROW
 - PROPOSED BIKE LANE
 - RAISED MEDIAN WITH PAVERS
 - PROPOSED CONCRETE SIDEWALK
 - PROPOSED SIDEWALK/CROSSWALK WITH PAVERS
 - PROPOSED RAISED CROSSWALK
 - PROPOSED LANDSCAPING IMPROVEMENTS
 - IMPROVED CROSSWALK





Legislation Details (With Text)

File #:	17-0320	Version:	1	Name:	Hot Mix Asphalt Overlay
Type:	Contract	Status:		Status:	Agenda Ready
File created:	6/23/2017	In control:		In control:	City Council Regular
On agenda:	7/13/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding the rejection of the low bid from Texcon General Contractors, and the approval of contract 17300449 with Brazos Paving, Inc. for the construction and or installation of One Inch Overlay With Specialty Mix as needed for an amount not to exceed \$472,000.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Bid Tab 17-287 Texcon Rejection Formal Response - Final				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the rejection of the low bid from Texcon General Contractors, and the approval of contract 17300449 with Brazos Paving, Inc. for the construction and or installation of One Inch Overlay With Specialty Mix as needed for an amount not to exceed \$472,000.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends rejecting the bid from Texcon General Contractors and approving contract 17300449 with Brazos Paving, Inc. for the construction and/or installation of One Inch Overlay With Specialty Mix as needed for an amount not to exceed \$472,000.00.

Summary: On May 16, 2017 the City of College Station and Brazos County went out for a joint bid the construction and/or installation of One Inch Overlay With Specialty Mix as needed. The lowest bidder, Texcon General Contractors, is not being recommended awarded this contract due to the fact that Texcon does not meet one or more of the criteria in Sect. 2269.055 Texas Government Code, including Texcon's experience and reputation in performing projects for the City. Therefore, Texcon General Contractors is not considered the lowest responsible bidder. A notice of non-award was sent to Texcon on May 30, 2017. The next lowest responsible bidder was Brazos Paving, Inc. The City of College Station has completed the evaluation of the Joint Bid 17-287 with Brazos County, and is recommending award of our portion to Brazos Paving, Inc. for an amount not to exceed \$472,000.00.

Robertson Neal, attorney for Texcon, is protesting this matter and may address council.

Budget & Financial Summary: Funds are available in the Streets operations and maintenance budget.

Legal Review: Yes

Attachments:

1. Contract is on file in the City Secretary's Office.
2. Bid rejection letter
3. Bid tabulation

BID TABULATION 17-287
HOT MIX ASPHALT
June 29, 2017 through June 28, 2018

	Description	QTY	Brazos Paving Inc.	Knife River	Larry Young Paving	Texcon
1	D-GR HMA Type D 1.50" min. thick compacted and placed	2,000	\$10.45	\$9.60	\$9.44	\$10.50
	Totals	SY	\$20,900.00	\$19,200.00	\$18,880.00	\$21,000.00
	Product Name		Type D HMAc	Type D Mix PG64-22	Type D PG 64-22 Knife river	Type "D" pg 64-22
	Product Number		BPI 1701	39417	SP39417B	
2	D-GR HMA Type D 2.00" min. thick compacted and placed	2,000	\$12.61	\$11.25	\$12.14	\$11.50
	Totals	SY	\$25,220.00	\$22,500.00	\$24,280.00	\$23,000.00
	Product Name		Type D HMAc	Type D Mix-PG64-22	Type D PG 64-22 Knife river	Type "D" pg 64-22
	Product Number		BPI 1701	39417	SP39417B	
3	D-GR HMA Type D, 1.50" min. thick, compacted and placed	30,000	\$7.50	\$6.25	\$7.22	\$10.50
	Totals	SY	\$225,000.00	\$187,500.00	\$216,600.00	\$315,000.00
	Product Name		Type D HMAc	Type D Mix-PG64-22	Type D PG 64-22 Knife river	Type "D" pg 64-22
	Product Number		BPI 1701	39417	SP39417B	
4	D-GR HMA Type D, 2.00" min. thick , compacted and placed	30,000	\$9.70	\$7.85	\$9.31	\$11.50
	Totals	SY	\$291,000.00	\$235,500.00	\$279,300.00	\$345,000.00
	Product Name		Type D HMAc	Type D Mix-PG64-22	Type D PG 64-22 Knife river	Type "D" pg 64-22
	Product Number		BPI 1701	39417	SP39417B	
5	D-GR HMA Type C 2.25" min. thick, compacted and placed	2,000	\$14.50	\$12.00	\$12.88	\$13.50
	Totals	SY	\$29,000.00	\$24,000.00	\$25,760.00	\$27,000.00
	Product Name		Type C HMAc	Type C Mix-PG64-22	Type C PG 64-22 Knife River	Type C pg 64-22
	Product Number		BPI 1703	39410	SP39410	
6	D-GR HMA Type C 2.25" min. thick, compacted and placed	30,000	\$10.90	\$9.00	\$10.56	\$13.50
	Totals	SY	\$327,000.00	\$270,000.00	\$316,800.00	\$405,000.00
	Product Name		Type C HMAc	Type C Mix-PG64-22	Type C PG 64-22 Knife River	Type C PG 64-22
	Product Number		BPI 1703	39410	SP39410	

BID TABULATION 17-287
HOT MIX ASPHALT
June 29, 2017 through June 28, 2018

7	TOM-C, 1.00" min. thick, compacted and placed	30,000	\$7.70	\$5.80	\$7.79	\$16.00
	Totals	SY	\$231,000.00	\$174,000.00	\$233,700.00	\$480,000.00
	Product Name		TOM -C	TOM-C Mix PG76-22	TOM C HMAC PG 76-22 Knife River	Type C PG 76-22
	Product Number		BPI 1704	39422	39422	
8	TOM-F 0.50" min. thick, compacted and placed	30,000	\$5.50	\$3.25	\$5.76	\$15.00
	Totals	SY	\$165,000.00	\$97,500.00	\$172,800.00	\$450,000.00
	Product Name		TOM-F	TOM-F Mix- PG76-22	TOM F HMAC PG 76-22 Knife River	Type F PG 76-22
	Product Number		BPI 1705	39423	39423	
9	TOM-C 1.00" min. thick, compacted and placed per city of College Station	4000	\$118.00	\$121.75	\$123.49	\$90.00
	Totals	Tons	\$472,000.00	\$487,000.00	\$493,960.00	\$360,000.00
	Product Name		TOM-C	TOM-C Mix-PG76-22	TOM C HMAC PG 76-22 Knife River	Type C PG 76-22
	Product Number		BPI 1704	39422	39422	
	Plant Location		1701 W. Hwy 21, Bryan, Tx	6310 State Hwy 21 West Bryan, Tx 77807	6310 State Hwy 21 West Bryan, Tx 77807	Hwy 21 E
	Delivery		2 weeks	1 week	7 days	2 days
	Grand Totals		\$1,786,120.00	\$1,517,200.00	\$1,782,080.00	\$2,426,000.00

Recommended Award:

Primary: Larry Young Paving; Item 1
Knife River: Item 2, 3, 4, 5, 6, 7, 8
Brazos Paving Inc: Item 9

Approved by Commissioner's Court on this _____ day of _____, 2017 by
_____ holding the position of _____



May 30, 2017

Texcon General Contractors
ATTN: Carey D. Smith
PO Box 138
Kurten, TX 77862

RE: ITB 17-048, Southwest Parkway Drainage Improvements
BC ITB 17-287, Purchase and Installation of Hot Mix Asphalt

Dear Mr. Smith:

The purpose of this letter is to inform you that City staff recommends Texcon not be recognized as the lowest responsible bidder for purposes of bid award for the above referenced invitations to bid.

City staff recommends the City considers the criteria listed under Sect. 2269.055 Texas Government Code in determining bid award for the above referenced matters. City staff recommends the City Council determines Texcon does not meet one or more of the criteria listed, including Texcon's experience and reputation in performing projects for the City. For this reason, staff recommends both projects be awarded to the next lowest responsible bidder.

Should you wish to protest this decision before the City Council, you may submit a written protest request to the City Secretary's office.

Sincerely,

Heather Pavelka, CPSM
Buyer, Purchasing Division
City of College Station

CC: Carla Robinson, City Attorney
Chuck Gilman, Deputy City Manager

Fiscal Services

P.O. BOX 9960 • 1101 TEXAS AVENUE • COLLEGE STATION • TEXAS • 77842
TEL. 979.764.3555 • FAX. 979.764.3899

cstx.gov



Legislation Details (With Text)

File #:	17-0322	Version:	1	Name:	Southwest Parkway Drainage Improvements
Type:	Contract	Status:		Status:	Agenda Ready
File created:	6/23/2017	In control:		In control:	City Council Regular
On agenda:	7/13/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding the rejection of the bid from Texcon General Contractors, and the approval of contract 17300391 with Palasota Contracting, LLC for Southwest Parkway Drainage Improvements in an amount not to exceed \$286,088.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Texcon Rejection Formal Response - Final1				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the rejection of the bid from Texcon General Contractors, and the approval of contract 17300391 with Palasota Contracting, LLC for Southwest Parkway Drainage Improvements in an amount not to exceed \$286,088.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends rejecting the bid from Texcon General Contractors and approving contract 17300391 with Palasota Contracting, LLC for Southwest Parkway Drainage Improvements in an amount not to exceed \$286,088.00.

Summary: On May 19, 2017, the City of College Station went out for bid for the removal and replacement of storm sewer, sidewalk and other drainage improvements for Southwest Parkway. The lowest bidder, Texcon General Contractors, is not being recommended awarded this contract due to the fact that Texcon does not meet one or more of the criteria in Sect. 2269.055 Texas Government Code, including Texcon's experience and reputation in performing projects for the City. Therefore, Texcon General Contractors is not considered the lowest responsible bidder. A notice of non-award was sent to Texcon on May 30, 2017. The next lowest responsible bidder for the project was Palasota Contracting, LLC and is being recommended to be awarded the contract in an amount not to exceed \$286,088.00.

Budget & Financial Summary: Funds are available in the Drainage Maintenance Capital Improvement Funds designated for project SD1602.

Legal Review: Yes

Attachments:

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

2. Bid rejection letter



May 30, 2017

Texcon General Contractors
ATTN: Carey D. Smith
PO Box 138
Kurten, TX 77862

RE: ITB 17-048, Southwest Parkway Drainage Improvements
BC ITB 17-287, Purchase and Installation of Hot Mix Asphalt

Dear Mr. Smith:

The purpose of this letter is to inform you that City staff recommends Texcon not be recognized as the lowest responsible bidder for purposes of bid award for the above referenced invitations to bid.

City staff recommends the City considers the criteria listed under Sect. 2269.055 Texas Government Code in determining bid award for the above referenced matters. City staff recommends the City Council determines Texcon does not meet one or more of the criteria listed, including Texcon's experience and reputation in performing projects for the City. For this reason, staff recommends both projects be awarded to the next lowest responsible bidder.

Should you wish to protest this decision before the City Council, you may submit a written protest request to the City Secretary's office.

Sincerely,

Heather Pavelka, CPSM
Buyer, Purchasing Division
City of College Station

CC: Carla Robinson, City Attorney
Chuck Gilman, Deputy City Manager

Fiscal Services

P.O. BOX 9960 • 1101 TEXAS AVENUE • COLLEGE STATION • TEXAS • 77842
TEL. 979.764.3555 • FAX. 979.764.3899

cstx.gov



Legislation Details (With Text)

File #:	17-0335	Version:	1	Name:	Rezoning – Pebble Creek Ph 2C
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	6/26/2017	In control:		In control:	City Council Regular
On agenda:	7/13/2017	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to RS Restricted Suburban and GS General Suburban for approximately 2.43 acres being Pebble Creek Phase 2C, Block 20 and Block 21, of the Official Records of Brazos County, Texas, located at 5101 & 5201 Pebble Creek Parkway, more generally located at the intersection of Pebble Creek Parkway & Champions Boulevard.				
Sponsors:	Jenifer Paz				
Indexes:					
Code sections:					
Attachments:	Background Info SAM & Aerial Rezoning Map Ordinance Letters from Pebble Creek OA & Pebble Creek Garden HOA Emails & letters of Opposition Petition of Opposition				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to RS Restricted Suburban and GS General Suburban for approximately 2.43 acres being Pebble Creek Phase 2C, Block 20 and Block 21, of the Official Records of Brazos County, Texas, located at 5101 & 5201 Pebble Creek Parkway, more generally located at the intersection of Pebble Creek Parkway & Champions Boulevard.

Relationship to Strategic Goals:

- Good Governance
- Diverse Growing Economy

Recommendation(s): The Planning & Zoning Commission considered this item at their June 15, 2017 meeting and acted on each block individually. The Commission voted 6-0 to recommend approval of the rezoning for Block 21 with the condition that a 25' buffer be provided along Champions Boulevard.

The recommendation to approve the rezoning of Block 20 failed (3-3). The Unified Development

Ordinance (UDO) states that any recommendation to the City Council without a majority positive votes from members of the Planning & Zoning Commission shall be deemed a negative report.

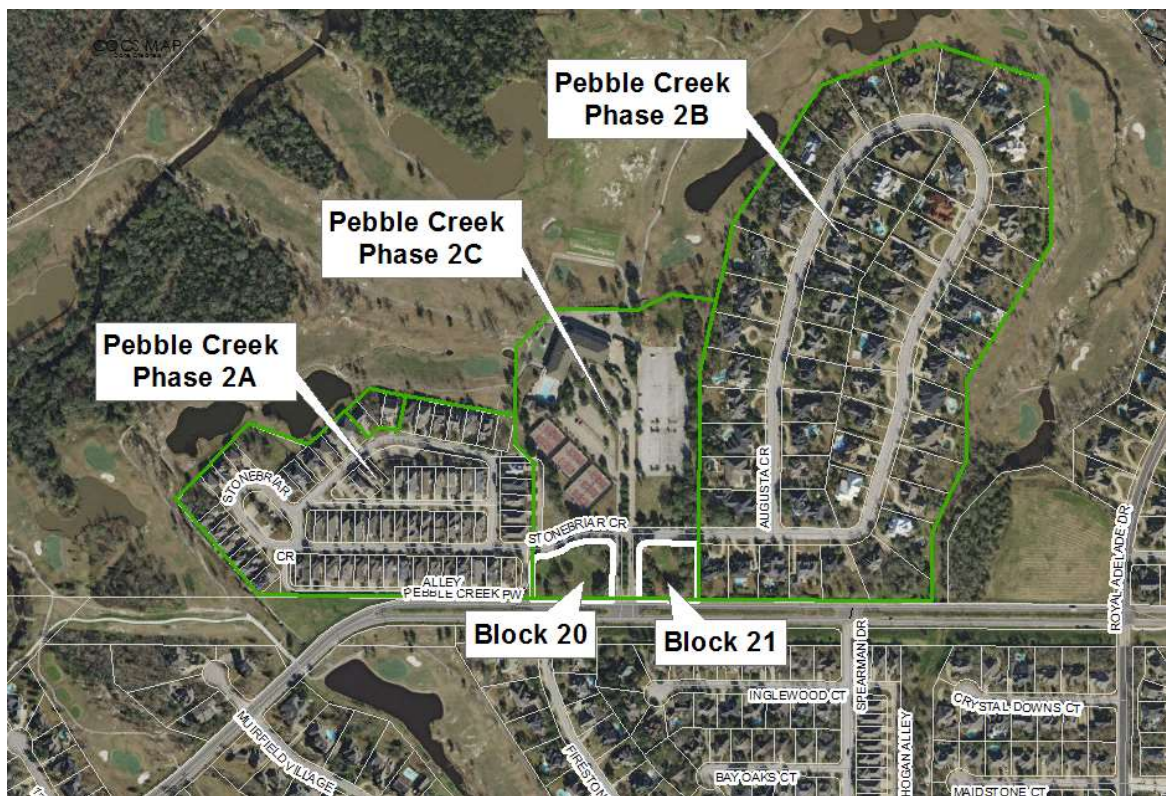
Summary: The applicant requests a rezoning from R Rural to RS Restricted Suburban (Block 21, 1.08 acres) & GS General Suburban (Block 20, 1.35 acres) to allow for the future subdivision of the property.

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject property is shown as Restricted Suburban on the Future Land Use and Character Map. This designation is generally for areas that should have a moderate level of development activity. These areas will tend to consist of medium-density single-family residential lots (average 8,000 square feet) when clustered around open spaces, or larger lots sizes when not clustered.

The proposed zoning district on Block 21, RS Restricted Suburban, is designed to provide land for detached medium-density, single-family residential development. Consisting of larger residential lots with a minimum of 10,000 square feet or averaging 8,000 square feet when clustered around open space. This zoning request is consistent with the current Future Land Use and Character Map.

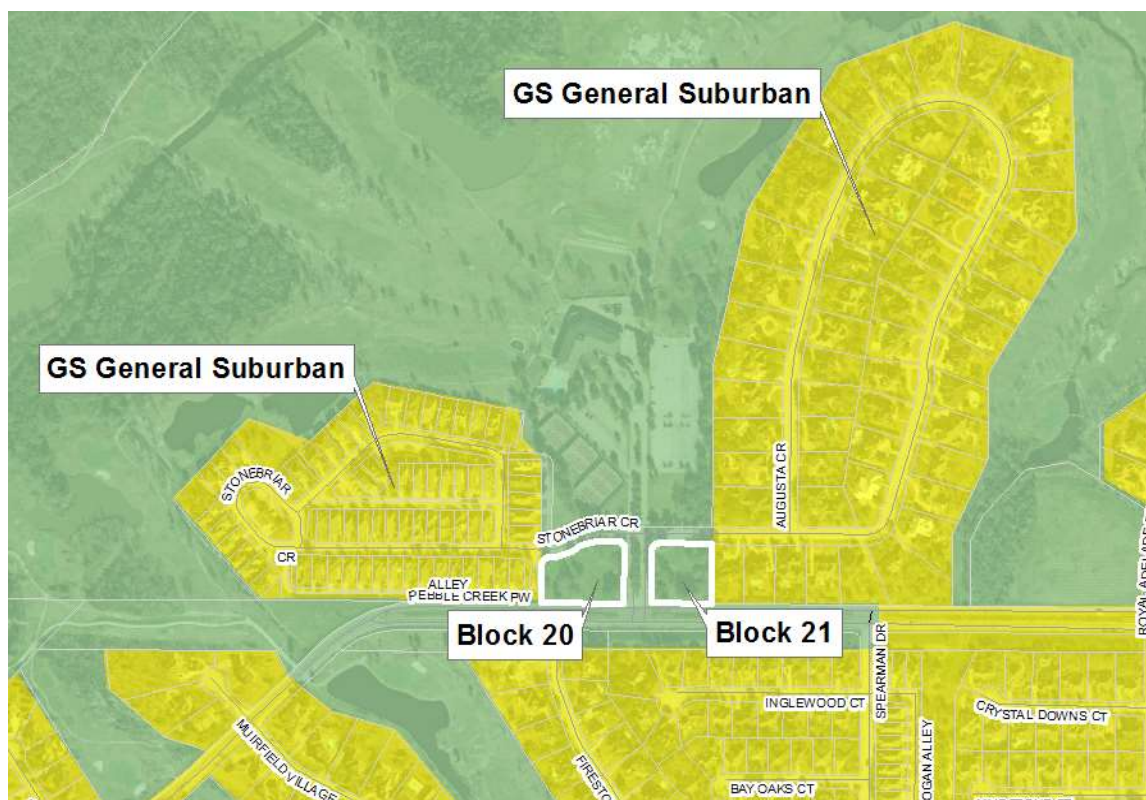
GS General Suburban, proposed on Block 20, is also designed for single-family residential purposes requiring a minimum lot size of 5,000 square feet. Although this requested zoning does not reflect the Future Land Use & Character designation, it is consistent with the spirit of the Pebble Creek Master Plan in that there would be a variety of single-family products. The Pebble Creek development, as a whole, meets the density intentions of Restricted Suburban. In addition the GS General Suburban request is consistent with the existing zoning of the subdivision. Block 20 is adjacent to Pebble Creek Ph 2A, lots along Stonebrair Circle, which is developed as a patio home section with lots sizes ranging between 6,000 to 7,800 square feet, reflective of GS General Suburban zoning.



The Restricted Suburban land use designation precedes the adoption of the RS Restricted Suburban zoning district which occurred in October 12, 2013. The developed areas of Pebble Creek subdivision, including the adjacent residential areas, Phase 2A & 2B, were rezoned in the early 1990s as GS General Suburban (formally R-1 Single Family Residential). Given the characteristics of the adjacent properties and the current zoning of the subdivision, the proposed zoning districts are consistent with the Comprehensive Plan.

- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The surrounding single-family residential properties are zoned GS General Suburban. Lots along Stonebrair Circle, Phase 2A, adjacent to Block 20, are developed with an average lot size of 6,843 square feet. The lots along Augusta Circle, Phase 2B, adjacent to Block 21, are developed with an average lot size of 29,087 square feet.

The proposed GS General Suburban on Block 20 is suitable for this property given it will allow for similar single-family development as those lots in Phase 2A. RS Restricted Suburban, proposed on Block 21, is also suitable for the property as it will allow for medium density single-family development similar to the lots in Phase 2B. The proposed rezoning is compatible with the present zoning and conforming uses of nearby properties and with the character of the surrounding neighborhood.



3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The current zoning district allows for single-family development but does not allow for more than one single-family home on each lot. The rezoning request will enable further subdivision of the property for additional single-family lots.

Block 20 is suitable for GS General Suburban and Block 21 is suitable for RS Restricted Suburban given that the uses and density allowed in each district are similar to the existing, adjacent lots in Phase 2A & 2B.

4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The properties are currently vacant and undeveloped. While these lots can be developed for single-family residential under the current zoning district, the proposed rezoning to GS General Suburban and RS Restricted Suburban is suitable given they are consistent in character to lots in the nearby vicinity.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The marketability of this property as R Rural is limited to large lot residential or agricultural uses as allowed under the zoning district. While this property can be marketed under the current zoning, a single-family residential zoning district that is consistent with the neighboring development will enable the property to be subdivided in a similar pattern to the adjacent single-family lots on Stonebriar and Augusta Circle.

6. **Availability of water, wastewater, stormwater, and transportation facilities generally**

suitable and adequate for the proposed use: Water service will be provided by College Station Utilities. There are existing 12-inch waterlines along the east side of Pebble Creek Parkway with an 8-inch stub out located within Block 20. Additionally, there is an 8-inch waterline on the south side of Champions Boulevard and Augusta Circle. Sanitary sewer service is available via two existing 6-inch sewer mains.

The properties are located within the Lick Creek drainage basin. Sites are generally draining towards Pebble Creek Parkway. Drainage and other public infrastructure required with subdivision shall be designed and constructed in accordance with the B/CS Design Guidelines.

The subject lots have frontage to Champions Boulevard, Stonebriar Circle and Augusta Circle, all designated and designed as local streets. The properties also back up to Pebble Creek Parkway, a 2-lane Major Collector. A Traffic Impact Analysis (TIA) was not required with the rezoning application based on the requested rezoning acreage in accordance with the Unified Development Ordinance (UDO). Based on street classification, access from Pebble Creek Parkway would not be permitted.

STAFF RECOMMENDATION

Staff recommends approval of the rezoning request.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Small Area Map & Aerial
3. Rezoning map
4. Ordinance
5. Letter from Pebble Creek Owners Association & Pebble Creek Garden Homeowners Association
6. Emails & Letters in Opposition
7. Petition of Opposition

NOTIFICATIONS

Advertised Commission Hearing Date: June 15, 2017

Advertised Council Hearing Date: July 13, 2017

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

Pebble Creek HOA
Pebble Creek Garden HOA

Property owner notices mailed: 19

Contacts in support: None as of the date of the Staff Report

Contacts in opposition: Six (6) as of the date of the Staff Report

Inquiry contacts: Five (5) as of the date of the Staff Report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Restricted Suburban	GS General Suburban	Single-Family Residential
South	Restricted Suburban	GS General Suburban	Single-Family Residential
East (across Stonebriar Circle)	Natural Areas – Protected	R Rural	Pebble Creek Country Club
West (across Pebble Creek Pkwy)	Natural Areas – Protected & Restricted Suburban	R Rural & GS General Suburban	Common Area/Open Space & Single-Family Residential

DEVELOPMENT HISTORY

Annexation: October 1983

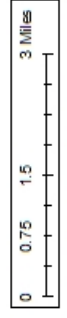
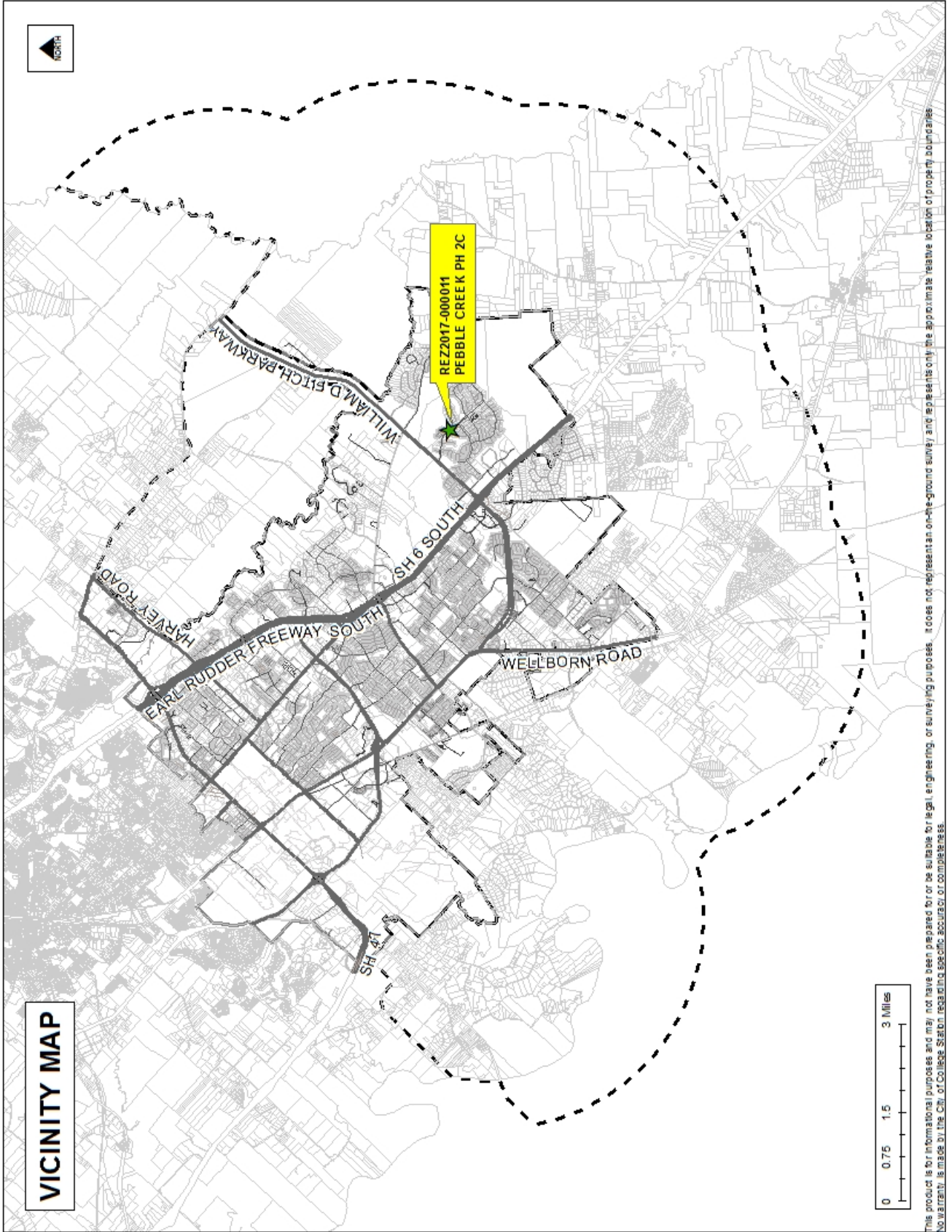
Zoning: A-O Agricultural Open upon annexation (1983)
A-O Agricultural Open renamed to R Rural (2014)

Final Plat: Block 20 & 21 of Pebble Creek Phase 2C

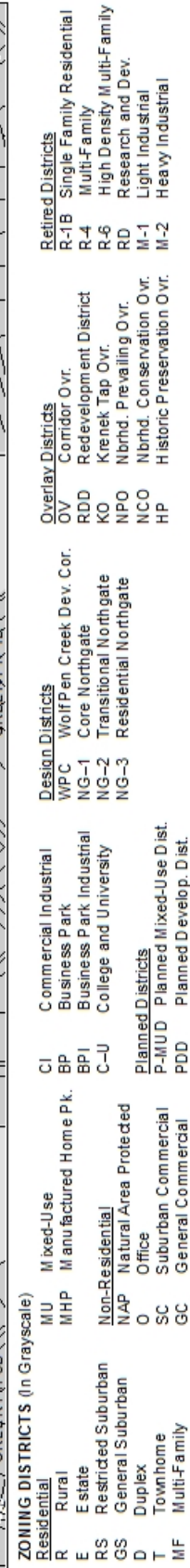
Site development: Vacant



VICINITY MAP



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.



ZONING DISTRICTS (in Grayscale)				Design Districts		Overlay Districts		Retired Districts	
R	Residential	MU	Mixed-Use	CI	Commercial Industrial	OV	Commod Ovr.	R-1B	Single Family Residential
R	Rural	MHP	Manufactured Home Pk.	BP	Business Park	RDD	Redevelopment District	R-4	Multi-Family
E	Estate			BPI	Business Park Industrial	KO	Krensek Tap Ovr.	R-6	High Density Multi-Family
RS	Restricted Suburban	Non-Residential		C-U	College and University	NPO	Nbrhd. Prevailing Ovr.	RD	Research and Dev.
GS	General Suburban	NAP	Natural Area Protected			NCO	Nbrhd. Conservation Ovr.	M-1	Light Industrial
D	Duplex	O	Office	Planned Districts		HP	Historic Preservation Ovr.	M-2	Heavy Industrial
T	Townhome	SC	Suburban Commercial	P-MUD	Planned Mixed-Use Dist.				
IF	Multi-Family	GC	General Commercial	PDD	Planned Develop. Dist.				



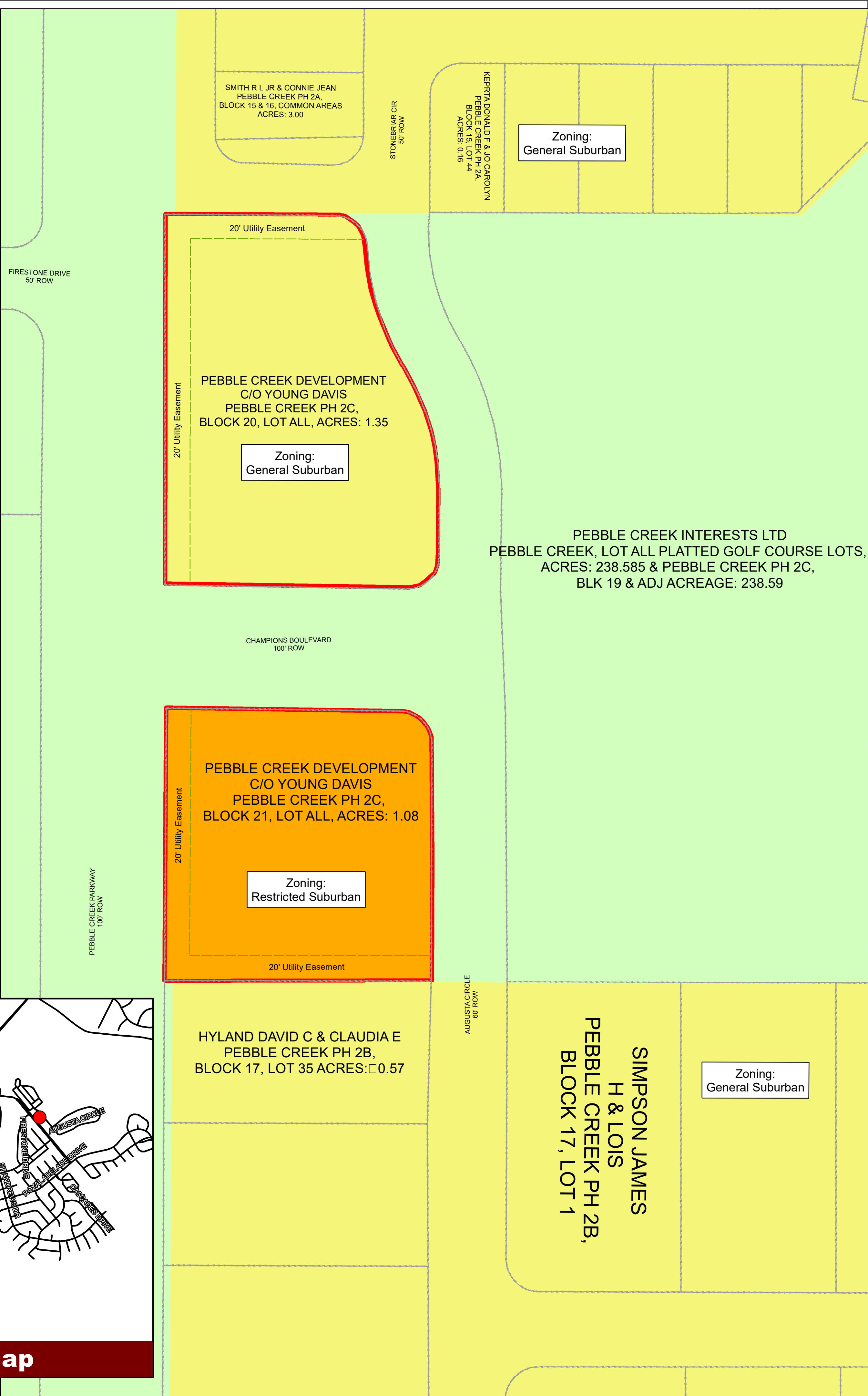
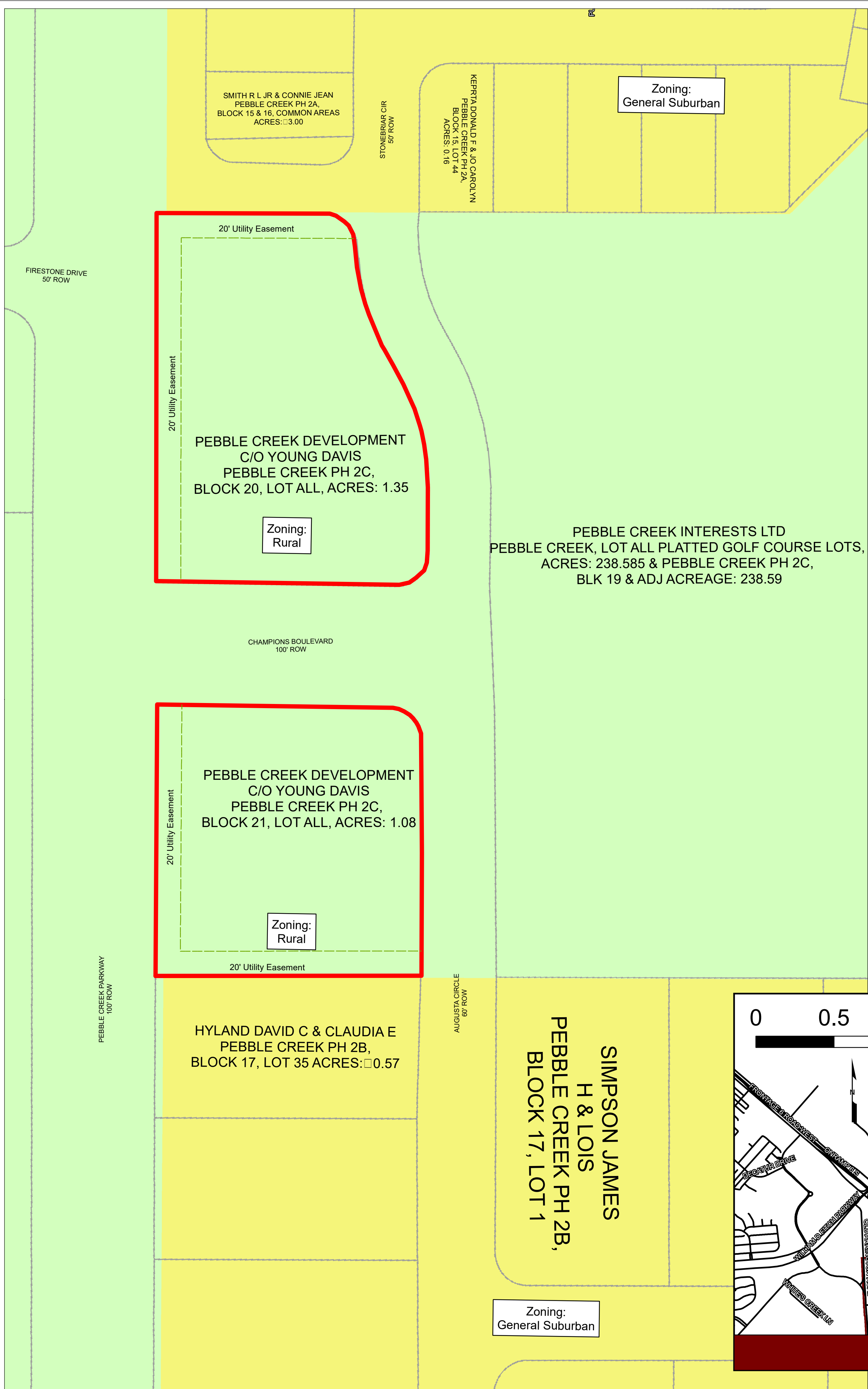
Case: REZ2017-000011
REZONING

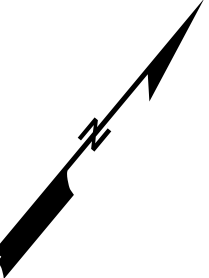
EXISTING Zoning



PROPOSED Zoning







050100 Feet

1 inch = 50 feet

RS - Restricted Suburban

GS - General Suburban

R - Rural

Rezoning Boundary

MITCHELL

M&M

MORGAN

T. 979.260.6963

F. 979.260.3564

3204 Earl Rudder FWY S

College Station, TX 77845

Plan & Design Specialists in

Civil · Engineering · Hydraulics

Hydrology · Utilities · Streets

Site Plans · Subdivisions

www.mitchellandmorgan.com

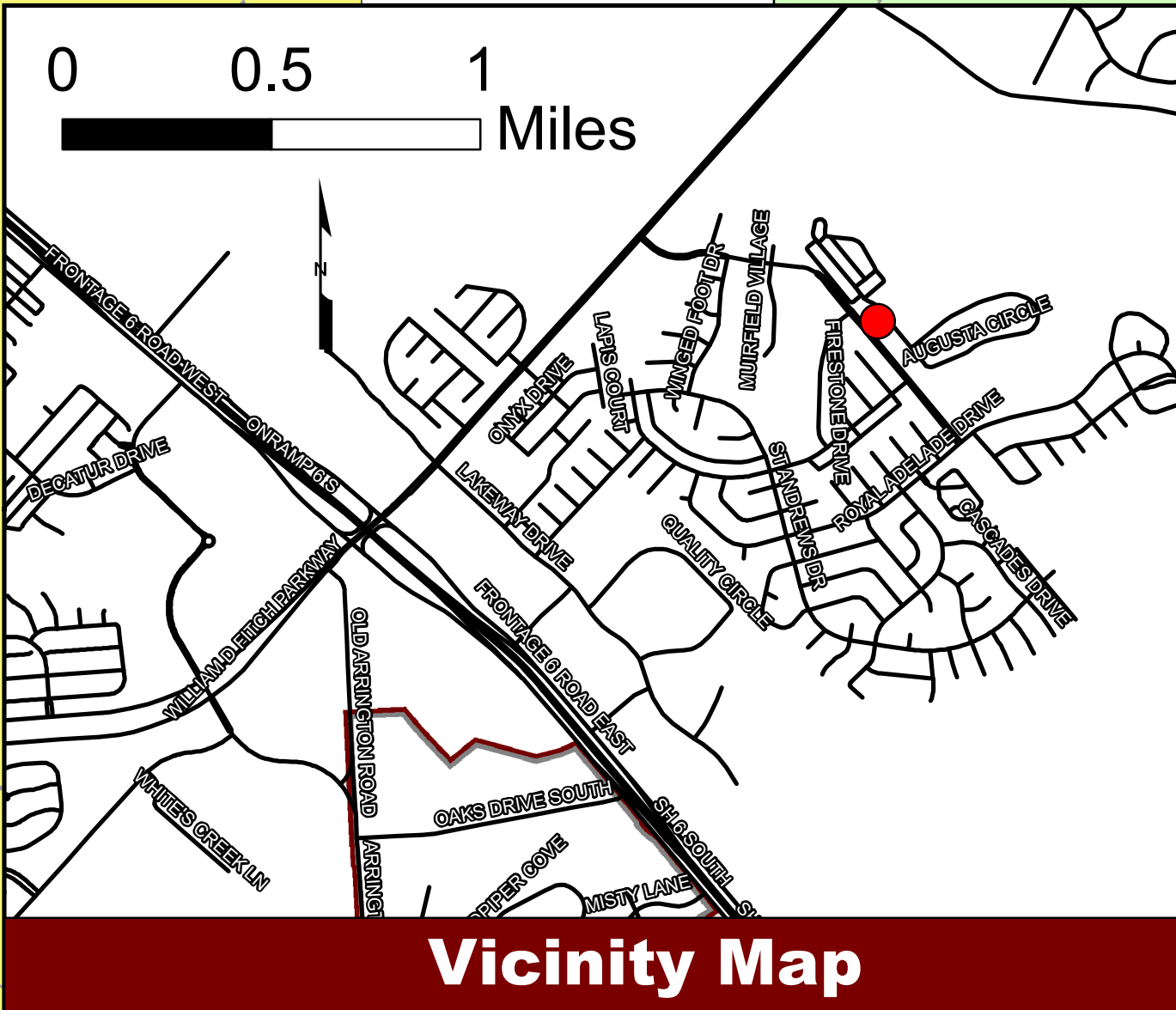
Rezoning Map

Pebble Creek Phase 2C

Zoning Map Amendment

April 2017

Ex. 1



Existing

Proposed

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM R RURAL TO RS RESTRICTED SUBURBAN AND GS GENERAL SUBURBAN FOR APPROXIMATELY 2.43 ACRES BEING PEBBLE CREEK PHASE 2C, BLOCK 20 AND 21, LOCATED AT 5101 & 5201 PEBBLE CREEK PARKWAY, MORE GENERALLY LOCATED AT THE INTERSECTION OF PEBBLE CREEK PARKWAY & CHAMPIONS BOULEVARD; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", and as shown graphically in Exhibit "B" and Exhibit "C", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 13th day of July, 2017

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

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

The following property is rezoned from R Rural to RS Restricted Suburban:

Pebble Creek Phase 2C, Block 21

The following property is rezoned from R Rural to GS General Suburban:

Pebble Creek Phase 2C, Block 20



City of College Station Council &
Planning & Zoning Commission
City of College Station
P.O. Box 9960,
College Station, Texas 77842

June 6, 2017

Re: Letter of Support for the Pebble Creek Phase 2C, Block 20 & 21 Rezoning (Project #2017-000011)

Dear Honorable Council Members & Commissioners,

We are aware of the rezoning application that has been submitted to the City of College Station to rezone the following properties below to General Suburban and Restricted Suburban:

- *General Suburban* - Lot 1, Block 20 located at 5101 Pebble Creek Parkway
- *Restricted Suburban* - Lot 1, Block 21 located at 5201 Pebble Creek Parkway

It is the general desire of property owners in the area to have this lot remain greenspace. However, if the property is rezoned, we do support the standards offered by Mrs. Young below that would be met during the development of the property.

We had several meetings with the applicant (Mitchell & Morgan) and property owner (Pebble Creek Development Company-Mrs. Gloria Young) to discuss the details of the proposed development. Her team has met with homeowners on 3 separate occasions to listen to their concerns and requests.

She recently met with members of our Pebble Creek Owners Association Board, members of the Garden Homeowners Association Board, and several Augusta Circle residents to outline her proposal after weighing the neighborhood concerns. To address the concerns of homeowners, Mrs. Young has offered to reduce the number of lots by removing one lot on the Stonebriar Circle side as well as on the Augusta Circle side. She has also graciously offered to increase the common area space from 10 feet to 25 feet on each side. We would like to offer our sincere appreciation to Mrs. Young for her consideration and generosity.

During these discussions, Mrs. Young agreed to the following standards on the Augusta Circle side (Lot 1, Block 21) as outlined below:

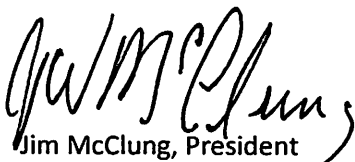
- There will be a single 165-foot wide lot.
- There will be a 55-foot common area along Champions Boulevard (A portion which is being donated by Pebble Creek Development Company and the remainder will be purchased by Augusta Circle homeowners). The common area will be owned and maintained by the Pebble Creek Owners Association. The common area will be appropriately landscaped.
- The lot owner will be required to continue and maintain the current hedgerow along Pebble Creek Parkway.

- The lot owner will be required to construct a wrought iron fence along the lot boundary to separate the lot from the greenspace.
- The lot is to be incorporated into the Pebble Creek Owners Association.
- The new lot will be subject to the Augusta Circle (Ph 2B) deed restrictions and the setbacks on the lot will be consistent with what is required in the Ph 2B deed restrictions.

Additionally, Mrs. Young agreed to the following standards on the Stonebriar Circle side (Lot 1, Block 20) as outlined below:

- The property will be subdivided into no more than 4 lots with side entry garages to meet minimum 60-foot lot widths.
- The lot closest to Champions Boulevard will not have its garage open to either Champions Boulevard, Stonebriar Circle, or Pebble Creek Parkway.
- There will be a 25-foot common area along Champions Boulevard – donated by Pebble Creek Development Company. The common area will be owned and maintained by the Pebble Creek Owners Association. The common area will be appropriately landscaped.
- The lot owners will be required to continue and maintain the current hedgerow along Pebble Creek Parkway.
- The lot owner closest to Champions Boulevard will be required to construct a wrought iron fence along the lot boundary to separate the lot from the greenspace.
- The lot closest to Champions Boulevard will have a left side setback so the home is not placed on a zero lot line and will have windows on the left side elevation.
- The lots will be incorporated into the Pebble Creek Owners Association as well as into the Garden Homeowners Association of Pebble Creek.
- The new lots will be subject to the Garden Homeowners Association of Pebble Creek (Ph 2A) deed restrictions and the setbacks on the lots will be consistent with what is required in the Ph 2A deed restrictions.
- A grasscrete fire lane may be required at the alley between the old and new lots out to Pebble Creek Parkway with 20-foot gate and Knox box for Fire Department access.

Sincerely,



Jim McClung, President

On Behalf of the Pebble Creek Owners Association Board of Directors

Pebble Creek Garden Homeowners Association
P.O. Box 10660
College Station, Texas 77842

June 12, 2017

City of College Station Council &
Planning & Zoning Commission
City of College Station
P.O. Box 9960
College Station, Texas 77842

Re: Pebble Creek Phase 2C, Block 20 & 21 Rezoning (Project #2017-000011)

Dear Honorable Council Members & Commissioners:

This letter is written on behalf of the board of directors of the Pebble Creek Garden Homeowners Association (GHA), whose members are owners of homes on the Stonebriar Circle section of Phase 2A.

All GHOA board members are aware that an application has been submitted by the applicant, Mitchell and Morgan (M&M), on behalf of Pebble Creek Development Company (PCDC). The application is for rezoning from Rural (R) to General Suburban (GS) and Restricted Suburban (RS) of properties referenced below:

General Suburban - Lot 1, Block 20 located at 5101 Pebble Creek Parkway (Augusta Circle)

Restricted Suburban - Lot 1, Block 21 located at 5201 Pebble Creek Parkway (Stonebriar Circle)

GHA board members have attended one or more of three public meetings held in May. GHA directors John Welch and Robert Moore were pleased to attend a meeting on May 29 at the offices of Mitchell and Morgan. Others attending the meeting were representatives of PCDC (Mrs. Gloria Young of PCDC; Veronica Morgan and Crissy Hartl of M&M); Davis Young of Pebble Creek Land Company; Jim McClung, president of the Pebble Creek Owners Association; and Barry Coon and Phil Trapani, residents on Augusta Circle. Mrs. Young graciously considered our concerns and suggestions.

The general desire of owners of property on Stonebriar Circle is that the referenced lots remain green-space. If, however, the property is rezoned, the GHA board will respect and provisionally support the decision to rezone. With respect to the Stonebriar section of Phase 2C, the provisions set forth below were discussed at the meeting on May 29.

- PCDC will, as directed by Mrs. Gloria Young, donate a 25-foot wide common area (green-space) that is parallel to Champions Blvd. (This will result in a distance of approximately 35-37 feet from Champions to the first lot-line.)
- The entire common area will be maintained by the Pebble Creek Owners Association.
- The property will be subdivided into no more than four lots. Each lot will have a 60 foot minimum width.

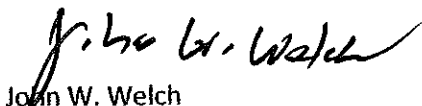
- With respect to the lot nearest Champions, a setback (distance to be determined) between the lot-line and the house will be required. A wrought iron fence identical to the fence on Augusta will be placed on the south lot-line. The south wall(s) of the house should have "curb appeal" from Champions. (One long, high wall without windows would not have curb appeal.) With respect to the other three houses, a south wall will, of course, be on the lot-line.

It is recommended that the cost of the wrought iron fence on the lot-line nearest Champions be included in the development cost. The fence would be maintained by the Pebble Creek Owners Association.

- Each house will have a side-entry garage with the garage door on the north side of the garage.
- All wrought iron fences in Phase 2A are to generally conform in design and materials to fences on existing lots and common areas in Stonebriar. (Wooden fences not permitted.)
- Individual lot owners will be required to plant and maintain a hedgerow that is consistent with the hedgerow located between Pebble Creek Parkway and the alley behind existing houses on the west side of Stonebriar. Hedgerow requirement will include Wax-Leaf Ligustrum. Planting on a lot is to be done as soon as practicable following completion of the house.
- All lots on Stonebriar will *to the extent possible* be subject to provisions of the existing Supplementary Declaration of Easements, Restrictions and Covenants for Phase Two Section A of Pebble Creek Development. (We acknowledge that separate documents for Phase 2C may be necessary.)
- Lot-setback requirements are to conform to the Supplementary Declaration of Easements, Restrictions and Covenants for Phase Two Section A of Pebble Creek Development with the exception of the lot nearest Champions as noted above.
- A grasscrete fire-lane from Pebble Creek Parkway to Stonebriar Circle may be required; if so, the gate is to be 20 feet wide; it is to have a Knox box. (Location of the gate at Pebble Creek Parkway is to be determined.)
- Minimum maintenance requirements applicable to *unimproved* lots should be established. Requirements should include mowing at intervals to be determined; and removal of any dead trees. Note: We foresee the *possibility* that for many years one or more lots may remain in an unimproved state. (The four lots are located at the "gateway" to Stonebriar, a fully-developed neighborhood.)

The GHA board members respectfully request that consideration be given to content of this letter.

Yours truly,



John W. Welch

On behalf of the Garden Homeowners Association board of directors

June 21, 2017



Open letter to Mayor Karl Mooney and Councilmen Blanche Brick, Jerome Rektorik, Linda Harvell, Barry Moore, Julie Schultz and James Benham

Re: Rezoning of Stonebriar Circle property for development by Mrs. Gloria Davis' company

Gentlemen and Ladies of the City Council of College Station, Texas:

It is our desire that the proposed rezoning development by Mrs. Davis' company NOT destroy the integrity of the west side of the property into homes with side or front garage openings. The rest of the street on the west side has an alley and back garage openings. Mrs. Davis' company's plan would destroy the integrity of the look of the street.

If it was the intent for that property to be developed, it should have been developed at the initial construction of the neighborhood, NOT twenty plus years later to come in and change the green space.

The original look of Stonebriar Circle and the entrance to Pebble Creek Country Club had a designated "green space" that should ideally be left as Green Space. This green space is an enhancement into the Pebble Creek Country Club and surrounding properties.

There is a real hazard in the development of this part of Stonebriar Circle. When there are cars parked along the west side of the street it would prohibit more than one car at a time to be able to pass. If this property is developed, there could be visitor's cars parked at the curb which would restrict passage-way of only one vehicle at a time and doubtful that an emergency vehicle could pass at all!!

However, if it is to be developed, then the alley-ways with back garages should be kept uniform with the rest of the street.

I/we urge you to vote against the proposed rezoning as presented by Mrs. Davis' company.

Respectfully submitted,

Ambrose - Doreene

Ambrose and Doreene Boubel
4724 Stonebriar Circle
College Station, Texas 77845
(979) 690-1082

From: [Lance Simms](#)
To: [Jenifer Paz](#)
Subject: FW: Pebble Creek Parkway green space rezoning
Date: Tuesday, June 13, 2017 1:23:48 PM
Attachments: [IMG_4173.JPG](#)
[ATT00001.txt](#)

FYI...

Lance Simms
Director of Planning & Development Services
City of College Station, TX

-----Original Message-----

From: Martha Hirsch [<mailto:hirsch@suddenlink.net>]
Sent: Monday, June 12, 2017 1:59 PM
To: Lance Simms <lsimms@cstx.gov>
Subject: Pebble Creek Parkway green space rezoning

***** This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. *****

Dear Honorable Council Members and Commissioners,

We are Martha and Dwight Hirsch and are residents of the Pebble Creek subdivision, specifically, the Stonebriar Circle. We have been residents of Pebble Creek for 19 years and of College Station for 25 years.

We are strongly opposed to the proposed rezoning of the green space located at 5101 Pebble Creek Parkway. Project # REZ2017-000011.

Furthermore, we would like to point out that the letter submitted by the HOA board does not represent the concerns and opinions of the majority of the residents of Pebble Creek. It is extremely important for you all to realize that this board is composed of 3 members of the Young family, one of which is Gloria Young. They are the owners of the lots and the developers of the neighborhood. There are a total of 7 on the entire board.

We feel like by designating these entrances as green space all these years helped the Young family, a.k.a., the Pebble Creek Development company, sell lots and make the Country Club more attractive. (They no longer own the country Club and please see my photo of the condition of the lots as of this am.).

We all bought homes and lots here thinking that this would remain green space. If building on these lots has been the plan all along then it was deception, plain and simple. I am sure you are aware of the fact that no taxes have been paid on these lots for many years.

I will send more photos that I took this morning in a separate email. All of the Stonebriar residents, Augusta Circle residents, Country Club members, and the majority of the neighborhood residents drive past these lots every day. The weeds are taller than my knees, the trees have dead branches hanging off of them, there are thousands of fire ant mounds, the grass is mostly dead and there are dead tree limbs on the ground. Does this look like to you that they belong to someone who gives the slightest amount of concern to what residents have to look at everyday? It implies to all of us that Mrs. Young obviously doesn't care about our neighborhood.

We ask you to deny the rezoning.

Thank you so much for your time and service to our community, Martha and Dwight Hirsch



Friday, June 9, 2017

To: College Station P&Z committee

From: J. Earl and H. Jeanne Beckman
6009 Augusta Circle, College Station 77845
979-690-0758

RE: Rezoning request in Pebble Creek

PROMISES BROKEN

When we moved to College Station 21 years ago, we sought a home in a first class neighborhood. Pebble Creek was one of the premiere subdivisions and being golfers, we bought a lot on Augusta Circle, which was sold to us as a future gated estate area. (Not gated though guardhouse was built—first promise broken)

The two areas under consideration for re-zoning (the lots adjacent to Augusta Circle and Stonebriar Circle) were promised to be kept as “green space,” allowing for a gracious entrance to Pebble Creek Country Club, which was being built at the time. (Another promise about to be broken?)

With our only College Station country club, the Pebble Creek Country Club is accessed by many in our community for special events such as weddings, civic group meetings and golf tournaments. The green space under consideration for rezoning has created a pleasing entrance for the public into the country club with large trees. In fact, this land has been tax free based on an agreement with Mr. FM Young (the developer) and the taxing entity.

Many residents of Pebble Creek (and PCCC members) are opposed to this rezoning request not only for aesthetic reasons, but also for the effect that construction on these sites would have on property values. The PCOA letter doesn't represent all parties in this matter. While the Augusta side would have one or two large homes, the currently beautiful property on Stonebriar would be cut up into 4 or 5 small lots, creating an "urban" effect with only the necessary easement between homes and sidewalk.

We expect a reasonable resolution to this situation. We are hoping that another promise will not be broken purely for the sake of financial gain.

Sincerely,

H. Jeanne Beckman

Lynn Martin, Ph.D.
5007 Maidstone Court
College Station, Texas 77845

June 7, 2017

Dear Council Members and Commissioners,

I am writing in opposition to the Pebble Creek Development Company's application for rezoning Pebble Creek Phase 2C, blocks 20 and 21. The proposed rezoning is blatantly inconsistent with the marketing and advertising that is presented to prospective homeowners. The Pebble Creek Owners Association website emphasizes "rural charm" and "environmental ambiance . . . with woodlands, ponds, and lush green fairways . . ." This is precisely how Pebble Creek was represented to my husband and myself when we purchased our home twenty years ago. We were buying, not just our home, but into a community that valued and protected greenspaces for the enjoyment of the entire community.

Unfortunately, it comes as no surprise that the Pebble Creek Development Company would want to exploit their own master plan to wring more profit out of the neighborhoods by usurping greenspace. Several years ago Pebble Creek Development proposed selling the greenspace along William D. Fitch Parkway for commercial development. The Planning and Zoning Committee, in careful consideration, denied this request.

Although a June 6 letter to the College Station Planning and Zoning Commission from the President of the Pebble Creek Owners Association Board, Jim McClung, references meetings with homeowners, the meetings were with small, select groups and not the at-large collection of homeowners. As a member of this larger group I am very concerned about the deterioration of the natural beauty in the common areas that were promoted as

features to be enjoyed by the entire community. These areas should be preserved and not carved up for further development.

Pebble Creek Development Company made an implied promise to protect and respect greenspaces when marketing the development. The areas in dispute contain large mature trees and a park-like entry to two of the residential areas and the country club. Please help the residents of Pebble Creek preserve the precious amount of nature that makes Pebble Creek an inviting and pleasant place to live. Please deny the rezoning request.

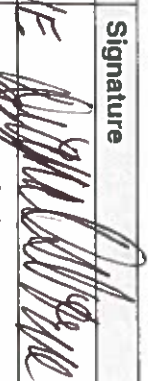
Respectfully,

A handwritten signature in cursive script that reads "Lynn Martin". The ink is dark and the signature is fluid, with a large, stylized 'L' and 'M'.

Lynn Martin

Petition to Oppose Rezoning

Action petitioned for We, the undersigned, are concerned citizens who urge our leaders to act now to oppose the rezoning of Pebble Creek Phase 2C.

Printed Name	Signature	Address	Phone Number/Email Address	Date
DIANA OSBORNE		4767 Stonebriar Circle	337-526-8686	6/8/17
William Stone		"	"	"
Carol Cox		4757 Stonebriar	979-324-5278	6/8/17
MARTHA F STILL		4752 Stonebriar Cir	881-703-8465	
Gerald R. Still		" "	281-705-8408	
JOYCE WILKINSON		4742 Stonebriar Circle	979 450 7116	6-8-17
COLAND. WILKINSON		4742 Stonebriar Circle	979 450 - 7116	6-8-17
Lynita Roper		4738 Stonebriar Cir	979-690-8632	6-8-17
Nancy Simmons		4722 Stonebriar Cir	430-349-8702	6-8-17
Bare Simmons		4722 Stonebriar Cir	432.214.6118	6-8-17
DOREENE BOUBEL		4724 Stonebriar Cir.	979-690-1082	6-8-17
AMANDA BOUBE		4724 Stonebriar Cir	979-690-1082	6-8-17
WILLIAM ROACH		4701 Stonebriar Cir	512-586-0727	6/8/17

Petition to Oppose Rezoning

Action petitioned for We, the undersigned, are concerned citizens who urge our leaders to act now to oppose the rezoning of Pebble Creek Phase 2C.

Printed Name	Signature	Address	Phone Number/Email Address	Date
Suzanne Bonard	A Bonard	4704 Stoneridge Circle	ebdii@msn.com	6-4-17
Connie Smith	Connie Smith	4702 Stonebriar Cir	connie.smith@att.net	6-4-17
Madeline Stiles	Madeline Stiles	4702 Stonebriar Cir	madeline@century21.com	6-4-17
Charlotte McSpadden	Charlotte McSpadden	7711 Stonebriar Cir	charlottemcspadden@hotmail.com	6-5-17
Judy Guadalupe	Judy Guadalupe	4715 Stonebriar Cir	jsguadalupe@yahoo.com	6-5-17
Jane Wilkins	Jane Wilkins	814 Royal Adelaide	jancuilli2@suddenlink.net	5-17
Cissy Fladdy	Cissy Fladdy	4720 Stonebriar Cir	cissyh@suddenlink.net	6-5-17
Gwen Onofri	Gwen Onofri	4716 Stonebriar Circle	gwenonofri@suddenlink.net	6-5-17
Edward Brady	Ed Brady	4704 Stonebriar Cir	edbradi@msn.com	6-5-17
Martha Hirsch	Martha Hirsch	4736 Stonebriar Circle	hirsch@suddenlink.net	6/6/17
Penny Byrne	Penny Byrne	4706 Stonebriar Circle	pbyrne@csisid.org	6/6/17
William Hardy	William Hardy	4720 Stonebriar Cir.	hardy@cedarbridge.net	6-6-17
Phil GRANBERG	P.R. Granberg	5153 Stonewater Loop	phil20@suddenlink.net	6/6/17

Petition to Oppose Rezoning

Action petitioned for

We, the undersigned, are concerned citizens who urge our leaders to act now to oppose the rezoning of Pebble Creek Phase 2C.

Printed Name	Signature	Address	Phone Number/Email Address	Date
Noel Braddock	Noel Braddock	803 Merion Court	9794024896 / Drilled@pebblecreek.com	9 Jan 2017
Christine Braddock	Christine Braddock	803 Merion Court	9794024897 / @hotmail.com	9 June 2017
Cl. Ford W Steelman	Clifford W. Steelman	4746 Shorebriar Cir	979-690-6100 / wjsteelman@stetson.edu	Feb 2017
Sharon Camp	Sharon Camp	4707 Shorebriar Cir	979-575-9160 / sharoncamp74@gmail.com	Feb 2017
PAULA LINDQUIST	Paula L. Lindquist	4956 Shorebriar Cir.	979-478-2008 / 4956@att.net	6-8-17
MARGARET McNamee	Margaret McNamee	4901 Dunbarwood Ct.	979-690-6412	4/8/17
Mary Ashlock	Mary Ashlock	5003 Commonwealth	979-690-0082	6/8/17
Suzanne Holt	Suzanne Holt	1118 Royal Aulard	979 595 7000	"
Kate Holt	Kate Holt	"	979 575 6545	"
Mary Holt	Mary Holt	"	518 414 9035	"
Morie Ashlock	Morie Ashlock	5003 Commonwealth St	979-690-0082	
MARGARET SOECHTING	Margaret Soechting	5158 Steadfast Lane	713-282-7372	6/8/17
ANGEL SERNAS	Angel Sernas	5159 Steadfast Lane	713-282-0094	6/8/17

Petition to Oppose Rezoning

Action petitioned for We, the undersigned, are concerned citizens who urge our leaders to act now to oppose the rezoning of Pebble Creek Phase 2C.

Printed Name	Signature	Address	Phone Number/Email Address	Date
Barbara	Barbara Smith	1809 Royal Adelaide		6-7-17
Dean Vidler	Dean Vidler	4782 Stonebriar Cir.		6-7-17
Dorothy Vidler	Dorothy Vidler	4782 Stonebriar Circle	976.537.5288	6-7-17
Karen Leigh	KAREN LEIGH	4758 Stonebriar Cir	976.537.5288	6-8-17
Barbara Killland	Barbara Killland	4754 Stonebriar Cir	979-490-0363	
Ann G. Smith	Ann G. Smith	4784 Stonebriar Cir	979.690-1361	6-5-17
O.E. Smith	O.E. Smith	4784 Stonebriar Cir	979-690-1361	6-6-17
Harlan Harris	Harlan Harris	5013 Harbor Town Ct.		6-7-17
Nancy Lase	Nancy Lase	5117 Stonebriar Loop	979-218-4579	6-7-17
ARIA KNOOP	ARIA KNOOP	5126 Stonebriar Loop	979-690-6922	6-7-17
DAVID KNOOP	DAVID KNOOP	5126 Stonebriar Loop	979-690-6922	6-7-17
Ann Leigh	Ann Leigh	4758 Stonebriar Cir	979-690-2918	6/7/17
Betty J Steelman	Betty J Steelman	4760 Stonebriar Cir	979/690-6102	
JIM KIRKMAN	JIM KIRKMAN	4754 Stonebriar Cir	979/690-0363	6/7/17

Petition to Oppose Rezoning

Action petitioned for We, the undersigned, are concerned citizens who urge our leaders to act now to oppose the rezoning of Pebble Creek Phase 2C.

Printed Name	Signature	Address	Phone Number/Email Address	Date
Clare Rugh	Clare Rugh	4807 St Andrews	670-966 rughpartners	06/27/17
Ashley Rugh	Ashley Rugh	" "	" " e.schubert@nt	
MARTA WILKERSON	Marta Wilkerson	816 Royal Adelaide Dr.	Rayandmarta@verizon.net	6-7-2017
Roy Wilkerson	Roy Wilkerson	" "	" "	6-7-17
Wayne Horvath	Wayne Horvath	904 Crooked Creek	919-690-2688 / w.horvath@jmc.com	
Sherry Borgers	Sherry Borgers	" "	979-690-2622	6-7-17
Mary Byers	Mary Byers	5118 Stonewater Loop	979-690-9445	6-7-17
Rita Froeck	Rita Froeck	5132 Stonewater Loop	979-690-8169	6-7-17
NORM Froeck	NORM Froeck	5132 Stonewater Loop	979-690-8169	6-7-17
Jim Murphy	Jim Murphy	5138 Stonewater Loop	979-690-0101	6-7-17
Ann Gurn	Ann Gurn	5010 Mardisau Ct	309-826-9694	6-7-17
Alice Foster	Alice Foster	1105 Royal Adelaide Dr.	979-690-0926	6-7-17
Baron Beard	Baron Beard	1110 Royal Adelaide	979-690-6421	6-17-17

Petition to Oppose Rezoning

Action petitioned for

We, the undersigned, are concerned citizens who urge our leaders to act now to oppose the rezoning of Pebble Creek Phase 2C.

Printed Name	Signature	Address	Phone Number/Email Address	Date
Lisa Buter		4771 Starbuck Creek Elmer, Stauch 72845	509 578 815@yahoo.com 979-571-1036 ear	9/9/10
Susan Motors		47713 Starbuck Cir.	979-324-6353	8/10/17
Michael Motors		4713 Starbuck Cir	mmotors1955@gmail.com	8/10/17
Dwight Huser		4736 Standinor	979-690-0159 huserch@suddenlink.net	6-8-17
Dean McCorkle		722 Berry Creek	979-777-1319 dmccorklephd@gmail.com	6/9/2017
Pat Lester		4902 Bay Oaks	979-676-0552 plester@g8@yahoo.com	6/9/2017
Carl Lester		" "	" "	" "
Tanet M. Hae		4732 Starbuck Circle	millerj@suddenlink.net 979-670-0435	" "
Richard Miller		4732 Starbuck Circle	" "	" "
Garry Graham		4765 Stonebriar Circle	graham.coupling@yahoo.com 979-422-1451	6-10-17
Paul Joe		5003 Cherry Hills Ct.	duoee@suadellink.net	6-10-17
Don Joe		5003 Cherry Hill Ct	" "	" "
T. Earl Beckman		6007 Augusta	690-0758 xe16@suddenlink.net	" "

Petition to Oppose Rezoning

Action petitioned for

We, the undersigned, are concerned citizens who urge our leaders to act now to oppose the rezoning of Pebble Creek Phase 2C.

Printed Name	Signature	Address	Phone Number/Email Address	Date
Zola M. Granberry	<i>Zola M. Granberry</i>	5153 Stonewater loop	690-1757	6-6-17
Cynthia Devers	<i>Cynthia Devers</i>	5021 Augusta Circle	989-400-7525	6-6-17
SEYEON KIM	<i>Seeyeon Kim</i>	900 Olympic ct.	713-269-0716	6/7/17
Akshaya Sheuivnan	<i>Akshaya Sheuivnan</i>	5200 Brandon Avenue Ct	814-470-0653	6/7/17
EMMA BACCUS	<i>Emma Baccus</i>	4708 Stonewater Cir	979-703-6456	6/7/17
FRED BACCUS	<i>Fred Baccus</i>	4708 Stonewater Cir	614-216-8700	6/7/17
Terese Gilmore	<i>Terese Gilmore</i>	813 Pine Valley Dr	gilmoret@suddenlink.net	6-7-17
Jason Gilmore	<i>Jason Gilmore</i>	813 Pine Valley Dr.	614- 816 -8700	6-7-17
Chaudia Hyland	<i>Chaudia Hyland</i>	4904 Augusta Cir.	614- 816 -3253	6-7-17
David Hyland	<i>David C. Hyland</i>	4904 Augusta Cir.	ad1kuddaala@gmail.com	6/7/17
MARY ANN THOMPSON	<i>Mary Ann Thompson</i>	5016 Spearman Dr	mthompson@utdallas.edu	6/8/17
Kelly M. Ringham	<i>Kelly M. Ringham</i>	4410 Shoal Creek Dr.	Kelly.ringham@net	6/8/17
Melinda Gerschach	<i>Melinda Gerschach</i>	4701 Standune Cir	817-644-1414	6-8-17

Petition to Oppose Rezoning

Action petitioned for

We, the undersigned, are concerned citizens who urge our leaders to act now to oppose the rezoning of Pebble Creek Phase 2C.

Printed Name	Signature	Address	Phone Number/Email Address	Date
H.J. Beckman		6009 Augusta	690-0758	6/10/17
Kinda Rape		716 Royal Adelaide	979-255-0174	6/11/17
Kathy Vetter		4809 St Andrews	979-64504168	6/11/17
Douglas Stone		716 Royal Adelaide	979-255-2902	6/11/17
Beverly Young		5000 Commonwealth Ct	914-910-0854	6/12/17
W.C. Longquist		4156 Fairview Circle	979-690-7068	6-12-17
J. ...		5406 Crosswicks Dr	661-260-0114	6-13-17
Lynn C. Petrick		5406 Crosswicks Dr	979-450-7234	6-13-17
SMITH, Howard		4715 Fenderman Cr	979-690-6356	6-13-17

Petition to Oppose Rezoning

Action petitioned for We, the undersigned, are concerned citizens who urge our leaders to act now to oppose the rezoning of Pebble Creek Phase 2C.

Printed Name	Signature	Address	Phone Number/Email Address	Date
John E. Givens	<i>[Signature]</i>	4928 S. State St. E. 0578	979 680-2281 / ddouville@pebblecreek.com	6/7/17
Laron Anderson	<i>[Signature]</i>	4450 Stonebriar Cir 7845	690 4432	4/8/17
Nelba Anderson	<i>[Signature]</i>	690 Stonebriar Cir	690-0437	6/8/17
Bonnie Robinson	<i>[Signature]</i>	4730 Stonebriar Cir	690-0856	6/6/17
BEVERLY BRYANT	<i>[Signature]</i>	4725 Stonebriar Cir	jimcarm@pobox.com	6/8/17
Carolyn Moore	<i>[Signature]</i>	4723 Stonebriar Cir	979 485 9256	6/8/17
Jimmie Moore	<i>[Signature]</i>	4723 Stonebriar Cir	jimcarm@pobox.com	6/8/17
Shirley Lingley	<i>[Signature]</i>	4717 Stonebriar Cir	690 45 1212 / shirley@pebblecreek.com	6-8-17
Alia Davila	<i>[Signature]</i>	4714 Stonebriar Cir	979-203-4558	6-8-17
Craig McSpadden	<i>[Signature]</i>	4711 Stonebriar Cir	979-690-0735	6-8-17

Petition to Oppose Rezoning

Action petitioned for We, the undersigned, are concerned citizens who urge our leaders to act now to oppose the rezoning of Pebble Creek Phase 2C

Printed Name	Signature	Address	Phone Number/Email Address	Date
ARIELA LAPEA		1400 Firestone DR.	(979) 739-8737	06/05/17
Marelo Tabler		1400 Firestone DR	979 6611499	06/5/17
SUSAN HUNTER		808 Houston Ave	979-219-3970	6/5/17
Henry H. Kemsche Jr		801 Plum Hollow Dr.	979. 571-3709	6/5/17
Edward Mason		4715 Sierra Creek Dr.	979 575 9055	6/5/17
Melissa Atkinson		717 Royal Applebude Dr	979-450-3636	6/7/17
Scott Atkinson		717 Royal Applebude Dr	979-324-3600	6/7/17
James W. West		705 Winged Foot	979-202-8725	6/7/17
ARIELA LAPEA		4702 Sandbar Ct.	979-574-8999	6/7/17

4704 STONEBRIKE DR

Petition to Oppose Rezoning

Action petitioned for We, the undersigned, are concerned citizens who urge our leaders to act now to oppose the rezoning of Pebble Creek Phase 2C.

Printed Name	Signature	Address	Phone Number/Email Address	Date
ALBERT LOUBAL	G.M. Brudon	1304 Mission Hills Dr	Bert@brute-sun.com 979.450.7639	06/09/17
MARY T. LOUBAL	Mary T. Loubal	1304 Mission Hills Dr	Mary@brute-sun.com 979.450.7639	06/09/17
Tom Bravenec	Theresa Bravenec	1306 Mission Hills Dr	bravenec@sondchurich.net 979.703.7790	
Peggy Bravenec	Peggy Bravenec	1306 Mission Hills Dr	bravenec@sondchurich.net 979.703.7790	06/09/17
Harvey Schulz	Harvey Schulz	1308 Mission Hills Dr	979-204-6390 harveyschulz@gmail.com	6/10/17
Tomnie Schulz	Tomnie Schulz	1308 Mission Hills Dr.	979-204-6391	6/10/17
Bob Whitson	Bob Whitson	1301 Mission Hills Dr.	979-777-5337	6/10/17
Linda Whitson	Linda Whitson	1301 Mission Hills Dr.	979-777-5337	6/10/17
Jon Colburn	Jon Colburn	1305 Mission Hills Dr.	662-544-6025	6/11/17

Petition to Oppose Rezoning

Action petitioned for	Who, the undersigned, are concerned citizens who urge our leaders to act now to oppose the rezoning of Pebble Creek Phase 2C.

[illegible]

[illegible]

Petition to Oppose Rezoning

Action petitioned for We, the undersigned, are concerned citizens who urge our leaders to act now to oppose the rezoning of Pebble Creek Phase 2C.

Printed Name	Signature	Address	Phone Number/Email Address	Date
M. A. MURILLO	Murillo	4910 Spearman	979/690-2974	6/10/17
Ortega Murillo	Ortega Murillo	4910 Spearman	979/690-2974	6/10/17
John Allen	John Allen	4904 Spearman	979-690-7736	6-10-17
Theresa Bohne	Theresa Bohne	5014 Spearman	979-690-8102	6-10-17
Charles Bohne	Charles Bohne	5014 Spearman	979-690-8102	6-10-17
Eleanore Scott	Eleanore Scott	5018 Spearman	713-466-8952	6/10/17
Jack D Scott	Jack D Scott	5018 Spearman	713-466-8952	6/10/17
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Brenda Blaythe	Brenda Blaythe	5006 Hogan Alley	979.690.8538	6-10-17

[illegible]

**STONEBRIAR RESIDENTS OPPOSITION
TO
PROPOSED REZONING**

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June 14, 2017

City of College Station City Council &
Planning & Zoning Commission
City of College Station
P. O Box 9960
College Station, Texas 77842

Re: Opposition to Letter of Support for Pebble Creek Phase 2C, Block 20 & 21 Rezoning (Project #2017-000011

The majority of Stonebriar residents, as well as many Pebble Creek homeowners were dismayed to read the letter of support regarding the above rezoning project from the Pebble Creek Owners Association President Jim McClung, and Board Member John Welch Pebble Creek Garden Homeowners Association (GHA). The rezoning is strongly opposed as is evidenced by our Protest Petition.

All the homeowners of Stonebriar Circle will be affected by this rezoning, from falling property values to an increase in traffic. Numerous Stonebriar residents, many original owners, moved here to enjoy their retirement years.

The aesthetics will be effected; one lucky Homeowner will lose their privacy screening/noise reducing hedge to make way for a grasscrete emergency exit in order for homes to be constructed in the proposed development. How does that make sense, what part of that is "planned development"?

- This will require replacing a portion of the iron fence for the exit with a gate. This fence was recently replaced. All Pebble Creek Homeowners were assessed additional monies to pay for its replacement.

The additional traffic hazards; driveways spilling onto Stonebriar Circle, more cars, trash cans to be averted, limited views for pedestrians are of notable safety concerns.

Phase 2C of Pebble Creek originally included the Country Club and Golf Course. When the Country Club was sold to private owners the two lots in question were not included in the sale. How is it, if these two properties were not meant to remain Green Space, that the Appraisal District would devalue the properties to zero and collect no taxes?

The "Village" of mainly retired homeowners signed up for the Pebble Creek experience as

stated on the Pebble Creek Owners Association website, <http://www.pcoa.info/>

The Stonebriar residents oppose driveways that exit onto Stonebriar Circle. Pebble Creek has strict Deed Restrictions; the Stonebriar Deed Restrictions require alley garages, and as such any future building should Not deviate from this requirement.

We humbly thank you for your time in evaluating our concerns and objections.

Stonebriar Circle and Surrounding Pebble Creek Residents

attachments

As suggested in Jim McClung's letter a grasscrete fire lane may be required at the alley between the old and new lots out to Pebble Creek Parkway with a 20 Ft. gate for Fire Department access. This home would lose their privacy and noise reducing hedge for the sake of new homes.







MASTER PLAN 4-15-16 <http://www.pcoa.info/>

The overview as posted on the website 05.08.16

HOMESITES

RESTRICTIVE COVENANTS

PEBBLE CREEK

SCHOOLS

HOMESITES



HOME

THE CLUB

THE DEVELOPMENT

Stonebriar Circle Position on Proposed Rezoning

The 2 tracts of land that are included in the proposed zoning change were originally shown as part of Pebble Creek Country Club and as Phase 2C of Pebble Creek. From the inception, these tracts were shown in green and were thought to be **Green Space** as shown on all documents relative to the Pebble Creek subdivision.. The owners of these properties sold the Club to new investors and retained ownership of these 2 tracts and these tracts continued to be shown in green as **Green Space**. In 2014 the owner of these tracts submitted an unsigned affidavit to the appraisal district stating these areas were green space and should be valued at **Zero** for tax purposes. This was also confirmed in a letter from the owner's attorney. No taxes were paid on the tracts from 2014 through 2016.

We are therefore opposed to rezoning and request the properties remain Green Space. New construction will influence the integrity and appeal of both Stonebriar And Augusta Villages.

It should be noted that the letter submitted by the Stonebriar HOA, though against the rezoning, does not represent the desires of a majority of Stonebriar homeowners with respect to how the tracts should be developed.

If rezoned, the following is requested of the developer:

1. Acquire a variance from the City for the construction of an alley to service the new lots. A variance would be needed for garbage, recycle, and trash vehicles to back up more than 100 feet to service these lots. The reason for this request is to maintain conformity with the rest of Stonebriar Circle, except for the golf course lots. Currently the City vehicles use existing alleys for this service, except for golf course lots.

2. Dedicate additional R.O.W. along Champions Blvd. to provide a wider green area and protect some of the existing trees on both sides of the street. An additional 50 feet is requested on each side.
3. Construction of new homes to conform to Stonebriar and Augusta deed restrictions.
4. Place emergency entry/exit at the north end of the alley along Pebble Creek Parkway instead of where it is presently proposed. If constructed at this location it would provide emergency access to all of Stonebriar instead of just the proposed new lots as is presently planned. This proposed location would cause the blocking shrubbery to be removed from behind one existing home, increasing the noise level and reducing privacy.

The above requests have been presented to the developer and the developer has flatly refused to work with Stonebriar homeowners to make the new development conform with adjacent Stonebriar homes.

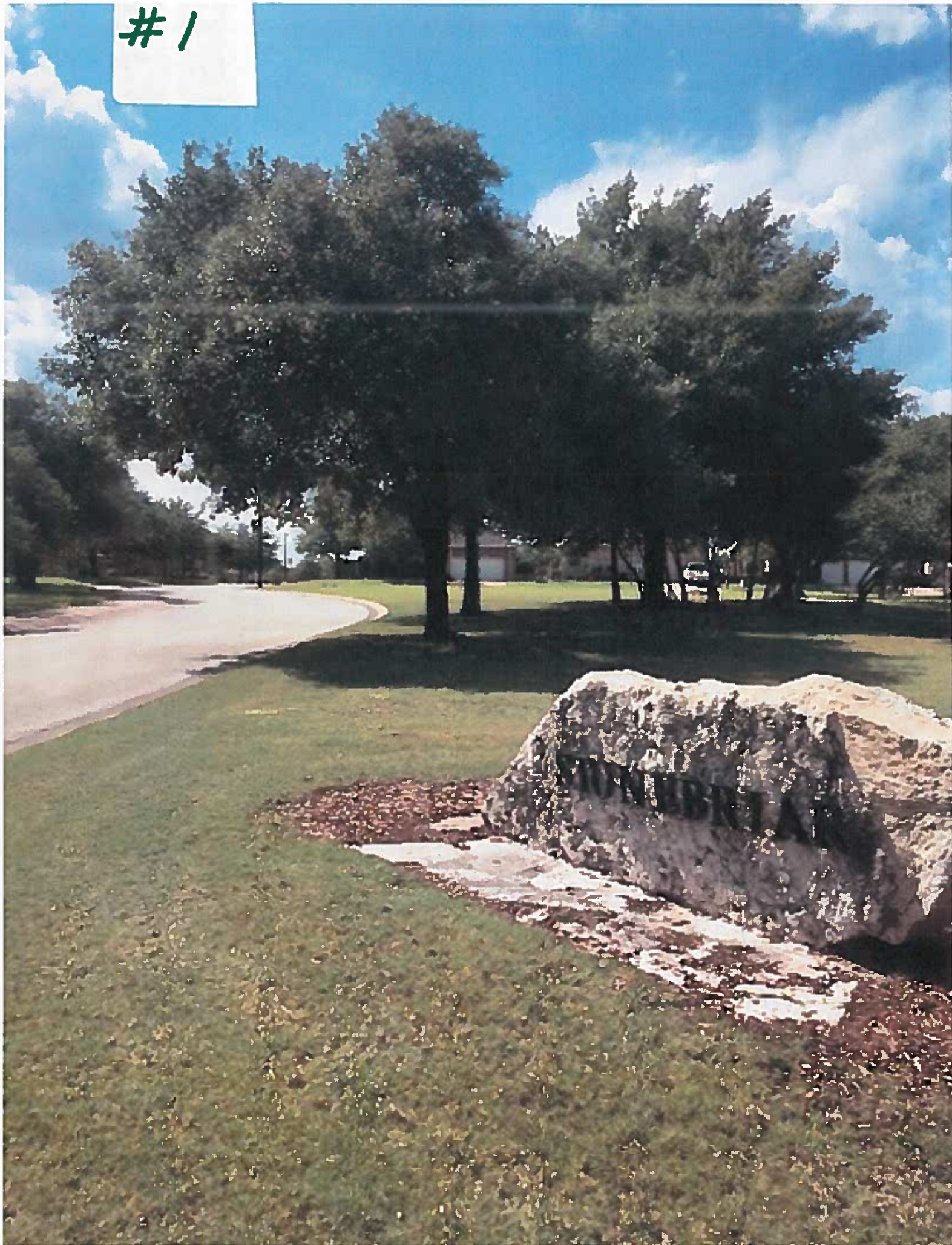
That is why we are requesting assistance from the Zoning Commission and City Council to ensure homes constructed on the new lots conform with adjacent homes in Stonebriar and Augusta and the new lots conform to existing lots in both units..

If the developer would meet these requests most of the opposition to the proposed rezoning would disappear.

LIST OF PICTURES

1. Stonebriar Circle Entrance
2. Stonebriar Circle and tract for proposed rezoning
3. Stonebriar Circle and tract proposed rezoning
4. View of tract from Champions Blvd., entrance to PCCC.
(Interior trees would be removed for home construction)
5. Looking north along Stonebriar Circle
6. Street with garbage, recycling cans, and vehicles in driveways
(How the entry to Stonebriar Circle would look if rezoning approved)

#1



#2



#3





#4

#5



#6



Mary Stephens

From: Patrick Fogarty <Patrick.Fogarty@westwebblaw.com>
Sent: Wednesday, July 16, 2014 4:50 PM
To: Mary Stephens
Cc: Roy Brantley; Donna Pimentel
Subject: Pebble Creek Development 2014 Appraisal Settlement
Attachments: I2014 Settlement and Waiver Forms_Pebble Creek Development_executed.pdf

Mary,

Attached are the executed "2014 Settlement and Waiver of Protest With Change" forms in the above-referenced matter.

You had also asked for the taxes paid and any liability insurance for 2013, what year they started Pebble Creek and how many acres they have developed through January 1, 2014. Those answers are as follows:

- 1) Total taxes paid in 2013 was \$164,886.38 on these 7 parcels of land; there was no liability insurance paid for these in 2013.
- 2) Pebble Creek was started in 1991.
- 3) 1523 acres have been developed through January 1, 2014.

Please feel free to contact me or Roy Brantley if you need any additional information.

Regards,

Patrick Fogarty
West, Webb, Albritton & Gentry, P.C.
1515 Emerald Plaza
College Station, Texas 77845

260 Addie Roy Rd., Suite 110
Austin, Texas 78746

979-694-7000 (College Station ph.)
512-501-3617 (Austin ph.)
979-694-8000 (fax)
patrick.fogarty@westwebblaw.com

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WEST, WEBB, ALLBRITTON & GENTRY

A PROFESSIONAL CORPORATION

— Established in 1982 —

ATTORNEYS:

STEVEN N. ALLBRITTON +
ROY D. BRANTLEY * +
COURTNEY S. CAIN
DONALD DELGADO
PATRICK W. FOGARTY
MICHAEL H. GENTRY ** +
ROB GEORGE
BRYAN T. HANNA
JENNIFER D. JASPER +
BAILI B. RHODES
JOHN "JAY" RUDINGER, JR.
WELDON RUSSELL ***
JOHN C. WEBB, JR. +
GAINES WEST +

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TEXAS BOARD OF LEGAL SPECIALIZATION

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TEXAS BOARD OF LEGAL SPECIALIZATION

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WEB SITE: <http://www.westwebblaw.com>

Writer's e-mail: roy.brantley@westwebblaw.com

+ Partner

*** BOARD CERTIFIED
ESTATE PLANNING AND PROBATE LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

**Via Email: mstephens@brazoscad.org
& First Class Mail**

Mary Stephens
Brazos Central Appraisal District
1673 Briarcrest Dr. #A-101
Bryan, TX 77802-2749

Re: Pebble Creek Development Company Property Appraisal Valuations

Dear Ms. Stephens:

This letter is intended to follow up and summarize our meeting on July 14, 2014, at which we discussed adjusting the 2014 appraised values of the property owned by my client Pebble Creek Development Company ("my Client") in Brazos County. My Client has agreed to accept the proposed adjusted appraised property values for the 2014 tax year, which are set out in the attached exhibits and summarized as follows:

(1) Property ID No. 88856, 8.1 acres, with a proposed appraised value of \$170,430.00, as shown on the attached Exhibit "A".

866,150
(2) Property ID No. 350791, 26.69 acres, with a proposed appraised value of \$856,150.00, as shown on the attached Exhibit "B".

(3) Property ID No. 350790, 43.167 acres, with a proposed appraised value of \$3,630,028.00, as shown on the attached Exhibit "C".

(4) Property ID No. 16007, 133.242 acres, with a proposed appraised value of \$1,169,314.00, as shown on the attached Exhibit "D".

Mary Stephens
Page 2

(5) Property ID No. 362552, 6.27 acres, with a proposed appraised value of \$122,290.00, as shown on the attached Exhibit "E".

(6) Property ID No. 91450, 1.346 acres, with a proposed appraised value of \$0.00, as this property constitutes "green space" at the entrance to the Pebble Creek Country Club.

(7) Property ID No. 91452, 1.08 acres, with a proposed appraised value of \$0.00, as this property constitutes "green space" at the entrance to the Pebble Creek Country Club.

Thank you for your assistance in this matter. Please do not hesitate to contact me should you need any additional information.

Sincerely,



Roy D. Brantley

cc: **Via First Class Mail**
& Email: gyoung3025@aol.com
Mr. F.M. Young
3025 Mount Carmel Dr.
Waco, Texas 76710-1218

Mike Gentry (of the firm)

Mary Stephens
Page 3

Exhibit "A"

AFFIDAVIT OF F.M. YOUNG

STATE OF TEXAS

COUNTY OF _____

§
§
§

BEFORE ME, the undersigned notary public, personally appeared the Affiant named below, who, after being by me duly sworn, stated as follows:

"My name is F.M. Young.

"I am the President of Pebble Creek Development Company (the "Company").

"This Affidavit relates to the real property (the "Property") more fully described as:

- (1) Brazos Central Appraisal District Property ID No. 91450, consisting of approximately 1.346 acres, described as Block 20, Pebble Creek Phase 2C, Brazos County, Texas; and
- (2) Brazos Central Appraisal District Property ID No. 91452, consisting of approximately 1.08 acres, described as Block 21, Pebble Creek Phase 2C, Brazos County, Texas.

"The Company owns fee simple title to the Property.

"The Property consists of undeveloped "green space" at the entrance of the Pebble Creek Country Club. The Company has no plans to develop the Property, and shall continue to hold the Property as undeveloped "green space" for as long as the Company owns the Property.

"Further Affiant sayeth not."

AFFIANT:

F.M. Young, President of Pebble Creek
Development Company

STATE OF TEXAS

COUNTY OF _____

§
§
§

SUBSCRIBED AND SWORN TO before me by F.M. Young, President of Pebble Creek Development Company, on the _____ day of July, 2014.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS.

PROPERTY INFORMATION FOR 5101 PEBBLE CREEK PKY

OWNER INFORMATION

PEBBLE CREEK DEVELOPMENT CO
% YOUNG GLORIA D | PO BOX 7114 |
WACO, TX 76714-7114

LEGAL DESCRIPTION: PEBBLE CREEK PH 2C, BLOCK 20, LOT ALL

ACRES: 1.35

TOTAL LAND VALUE: 0.00

TOTAL IMPROVEMENT VALUE: 0.00

TOTAL VALUE: 0.00

YEAR BUILT: 0

BRAZOS CENTRAL APPRAISAL DISTRICT

To view the Brazos Central Appraisal District information for Property ID# R91450 at 5101 PEBBLE CREEK PKY, click the hyperlink above.

PROPERTY INFORMATION FOR 5201 PEBBLE CREEK PKY

OWNER INFORMATION

PEBBLE CREEK DEVELOPMENT CO
% YOUNG GLORIA D | PO BOX 7114 |
WACO, TX 76714-7114

LEGAL DESCRIPTION: PEBBLE CREEK PH 2C, BLOCK 21, LOT ALL

ACRES: 1.08

TOTAL LAND VALUE: 0.00

TOTAL IMPROVEMENT VALUE: 0.00

TOTAL VALUE: 0.00

YEAR BUILT: 0

BRAZOS CENTRAL APPRAISAL DISTRICT

To view the Brazos Central Appraisal District information for Property ID# R91452 at 5201 PEBBLE CREEK PKY, click the hyperlink above.

Map

**Property Details**

Account

Property ID: 91450

Legal Description: PEBBLE CREEK PH 2C, BLOCK 20, LOT ALL

Geographic ID: 497900-0020-0000

Agent Code: 304

Type: Read

Location

Address: 5101 PEBBLE CREEK PKY TX

Map ID: 585-192

Neighborhood CD: H22000.C

Owner

Owner ID: 21025

Name: PEBBLE CREEK DEVELOPMENT CO

Mailing Address: % YOUNG GLORIA D
PO BOX 7114
WACO, TX 76714-7114

% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$0
Market Value:	\$0
Ag Use Value:	\$0
Appraised Value:	\$0
HS Cap:	\$0
Assessed Value:	\$0

VALUES DISPLAYED ARE 2017 PRELIMINARY VALUES and are subject to change prior to Certification.

DISCLAIMER Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
C2	CITY OF COLL. STAT.	0.472500	\$0	\$0	\$0.00	
CAD	APPRAISAL DISTRICT	0.000000	\$0	\$0	\$0.00	
G1	BRAZOS COUNTY	0.485000	\$0	\$0	\$0.00	
S2	COLLEGE STATION ISD	1.396000	\$0	\$0	\$0.00	
ZRFND	Z REFUND ENTITY	0.000000	\$0	\$0	\$0.00	

Total Tax Rate: 2.353500 Estimated Taxes With Exemptions: \$0.00 Estimated Taxes Without Exemptions: \$0.00

Property Improvement - Building

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
7	<5 ACRES	1.346	58,632.00	0.00	0.00	\$0	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2017		\$0	\$0	\$0	\$0	\$0
2016		\$0	\$0	\$0	\$0	\$0
2015		\$0	\$0	\$0	\$0	\$0
2014		\$0	\$0	\$0	\$0	\$0
2013		\$0	\$29,320	\$0	\$29,320	\$0
2012		\$0	\$29,320	\$0	\$29,320	\$0
2011		\$0	\$29,320	\$0	\$29,320	\$0
2010		\$0	\$29,320	\$0	\$29,320	\$0
2009		\$0	\$29,320	\$0	\$29,320	\$0



Property Details

Account	
Property ID:	91452
Legal Description:	PEBBLE CREEK PH 2C, BLOCK 21, LOT ALL
Geographic ID:	497900-0021-0000
Agent Code:	304
Type:	Real
Location	
Address:	5201 PEBBLE CREEK PKY TX
Map ID:	585-192
Neighborhood CD:	H22000.C
Owner	
Owner ID:	21025
Name:	PEBBLE CREEK DEVELOPMENT CO
Mailing Address:	% YOUNG GLORIA D PO BOX 7114 WACO, TX 76714-7114
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$0
Market Value:	\$0
Ag Use Value:	\$0
Appraised Value:	\$0
HS Cap:	\$0
Assessed Value:	\$0

VALUES DISPLAYED ARE 2017 PRELIMINARY VALUES and are subject to change prior to Certification.

DISCLAIMER Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

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G1	BRAZOS COUNTY	0.485000	\$0	\$0	\$0.00	
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ZRFND	Z REFUND ENTITY	0.000000	\$0	\$0	\$0.00	

Total Tax Rate: 2.353500 Estimated Taxes With Exemptions: \$0.00 Estimated Taxes Without Exemptions: \$0.00

Property Improvement - Building

Property Land

Type	Description	Acre	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
7	<5 ACRES	1.081	47,088.00	0.00	0.00	\$0	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2017		\$0	\$0	\$0	\$0	\$0
2016		\$0	\$0	\$0	\$0	\$0
2015		\$0	\$0	\$0	\$0	\$0
2014		\$0	\$0	\$0	\$0	\$0
2013		\$0	\$23,540	\$0	\$23,540	\$0
2012		\$0	\$23,540	\$0	\$23,540	\$0
2011		\$0	\$23,540	\$0	\$23,540	\$0
2010		\$0	\$23,540	\$0	\$23,540	\$0
2009		\$0	\$23,540	\$0	\$23,540	\$0

Legislation Details (With Text)

File #:	17-0336	Version:	1	Name:	Rezoning – Harper’s Crossing Block 1 Lot 2
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	6/26/2017	In control:		In control:	City Council Regular
On agenda:	7/13/2017	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by amending ordinance number 2012-3404 adopted on or about April 26, 2012 which created a PDD Planned Development District by making changes to a portion of such district known as Harper’s Crossing, Block 1, Lot 2 located at 2849 Barron Road by amending the uses and requirements thereof.				
Sponsors:	Jenifer Paz				
Indexes:					
Code sections:					
Attachments:	Background Info SAM & Aerial Ordinance				

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

Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by amending ordinance number 2012-3404 adopted on or about April 26, 2012 which created a PDD Planned Development District by making changes to a portion of such district known as Harper's Crossing, Block 1, Lot 2 located at 2849 Barron Road by amending the uses and requirements thereof.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure
- Diverse Growing Economy

Recommendation(s): The Planning & Zoning Commission considered this item at their June 15, 2017 meeting and the motion to recommend approval failed by a vote of 5-1.

Summary: The applicant is requesting an amendment to the existing PDD Planned Development District and associated concept plan to allow for the development of fuel sales. The existing base zoning of C-3 Light Commercial allows for the development of 2 fuel pumps, although the adopted concept plan did not account for the land use. The request is to keep the C-3 Light Commercial standards as the base zoning district of the PDD, but to allow for the use of 4 fuel pumps and the development of a fuel sales area on the concept plan. Additional development standards are proposed to mitigate the impact of fuel sales and fuel canopy on the neighboring properties and to provide community benefits that achieve the goals and strategies of the Comprehensive Plan.

REZONING REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject area is designated on the Comprehensive Plan Future Land Use and Character Map as Suburban Commercial. This designation is intended for concentrations of commercial activities that cater primarily to nearby residents versus the larger community or region. As a result, design of these structures are intended to be compatible in size, roof type and pitch, architecture, and lot coverage with the surrounding single-family residential uses.

The current zoning of the property is PDD Planned Development District with a base zoning of C-3 Light Commercial zoning. The proposed rezoning is amending the layout on Lot 2 from the previously approved PDD Concept Plan to allow for the construction of a fuel canopy with up to 4 fuel pumps. Additionally, the proposed PDD Concept Plan includes modifications by providing an additional open space and canopy trees along the single-family properties, architectural standards that are compatible with residential structures, and limiting site lighting. Given these modifications, the proposed PDD Planned Development District and associated Concept Plan are consistent with the SC Suburban Commercial designation.
- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The uses requested for the PDD are those allowed under the current PDD and C-3 Light Commercial, with the addition 2 fuel pumps (total of 4 fuel pumps). A 15-foot open space and 15-foot landscape buffer yard with a 6-foot wall are being provided adjacent to the single-family properties to the north and east. The proposed Concept Plan requires the building on the property to provide site lighting and architectural design that is consistent with those required in SC Suburban Commercial, which are complementary to residential construction. Given the modification to the architectural standards and additional buffer area between the uses, the proposed uses of the subject lot are compatible with surrounding GS General Suburban zoned properties.
- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The property is located at the intersection of a 4-lane Minor Arterial, Barron Road, and a highway, William D. Fitch Parkway. This is a suitable location for a small scale commercial development that could serve the existing Sonoma and Barron Crest residential subdivisions, as well as future residential planned for in the area.
- 4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The size and location of the property is suitable for light commercial uses. With its proximity to single-family lots and at the intersection of two thoroughfares, the uses allowed under the C-3 Light Commercial zoning district are suitable for this property with the modifications listed in the Concept Plan notes.
- 5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property is currently marketable for small scale commercial and office uses. The purpose of the request is to allow for a fuel canopy and additional fuel pumps.
- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** The subject tract is located adjacent to an 18-

inch water main along Barron and a 24-inch water main along William D. Fitch Parkway. An 8-inch sanitary sewer main is located near the northeast property corner.

The subject tract is located in the Spring Creek Drainage Basin. There is no FEMA regulated Special Flood Hazard Area located on this tract. Development of this tract will be required to meet the City's Storm Water Design Guidelines. The subject tract is located in the Spring Creek Sanitary Sewer Impact Fee Area.

Access to the property has been established with development of Phase 1 on Lot 1. Lot 1 and 2 will have shared access from the existing driveways at Barron Road and William D. Fitch Parkway.

REVIEW OF CONCEPT PLAN

The Concept Plan provides an illustration of the general layout of the proposed building and parking areas as well as other site related features. In proposing a PDD, an applicant may also request variations to the general site development standards provided that those variations are outweighed by demonstrated community benefits of the proposed development. The Unified Development Ordinance provides the following review criteria as the basis for reviewing PDD Concept Plans:

1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area;
2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section;
3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development;
4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association;
5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities;
6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity; and
7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

General

The proposed Concept Plan includes an amendment to the existing PDD Concept Plan to allow for the construction of a fuel canopy and 2 additional fuel pumps (total of 4 pumps). The building will allow uses consistent with light commercial, including convenience store, dry-cleaner, and retail sales & services.

Building Height - The commercial building will be approximately 12-30 feet tall and subject to the single-family residential height protection (UDO 12-7.2.H).

Drainage - The applicant states that the storm water will drain from the site to Barron Road storm sewer system and the existing detention pond will remain as-is on the site.

Requested Modifications

The applicant has requested the following modifications from the requirements of the Unified Development Ordinance (UDO).

1. **Fuel Pumps** - The applicant has requested to vary from UDO Section 12-6.4.G. "Fuel Sales," specifically to the maximum number vehicles obtaining fuel simultaneously. C-3 Light Commercial allows a maximum of 4 vehicles obtaining fuel simultaneously, which equivalently allows only 2 fuel pumps (2 vehicles per pump). Due to marketability of the property, the applicant has requested 4 additional vehicles (4 fuel pumps) be permitted on this lot.

Community Benefits

The applicant identified the following community benefits to offset proposed meritorious modifications:

- The site will provide open space, in addition to the 15-foot buffer area required for commercial development abutting single-family homes.
- Additional canopy trees will be provided along the single-family property to reduce light pollution for vehicular traffic entering the site.
- The building will utilize architectural design required in SC Suburban Commercial, which will help maintain the style and character of the abutting suburban single-family neighborhoods.
- The site will provide lighting required in SC Suburban Commercial, to minimize the impact on the neighboring single-family properties.

STAFF RECOMMENDATION

Staff recommends approval of the rezoning request.

Budget & Financial Summary: N/A

Legal Review: Yes

Attachments:

1. Background Information
2. Small Area Map and Aerial
3. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: June 15, 2017
Advertised Council Hearing Date: July 13, 2017

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

Sonoma HOA
Barron Crest HOA

Property owner notices mailed: 34
Contacts in support: None at the time of staff report.
Contacts in opposition: Three (3) at the time of staff report.
Inquiry contacts: One at the time of staff report.

ADJACENT LAND USES

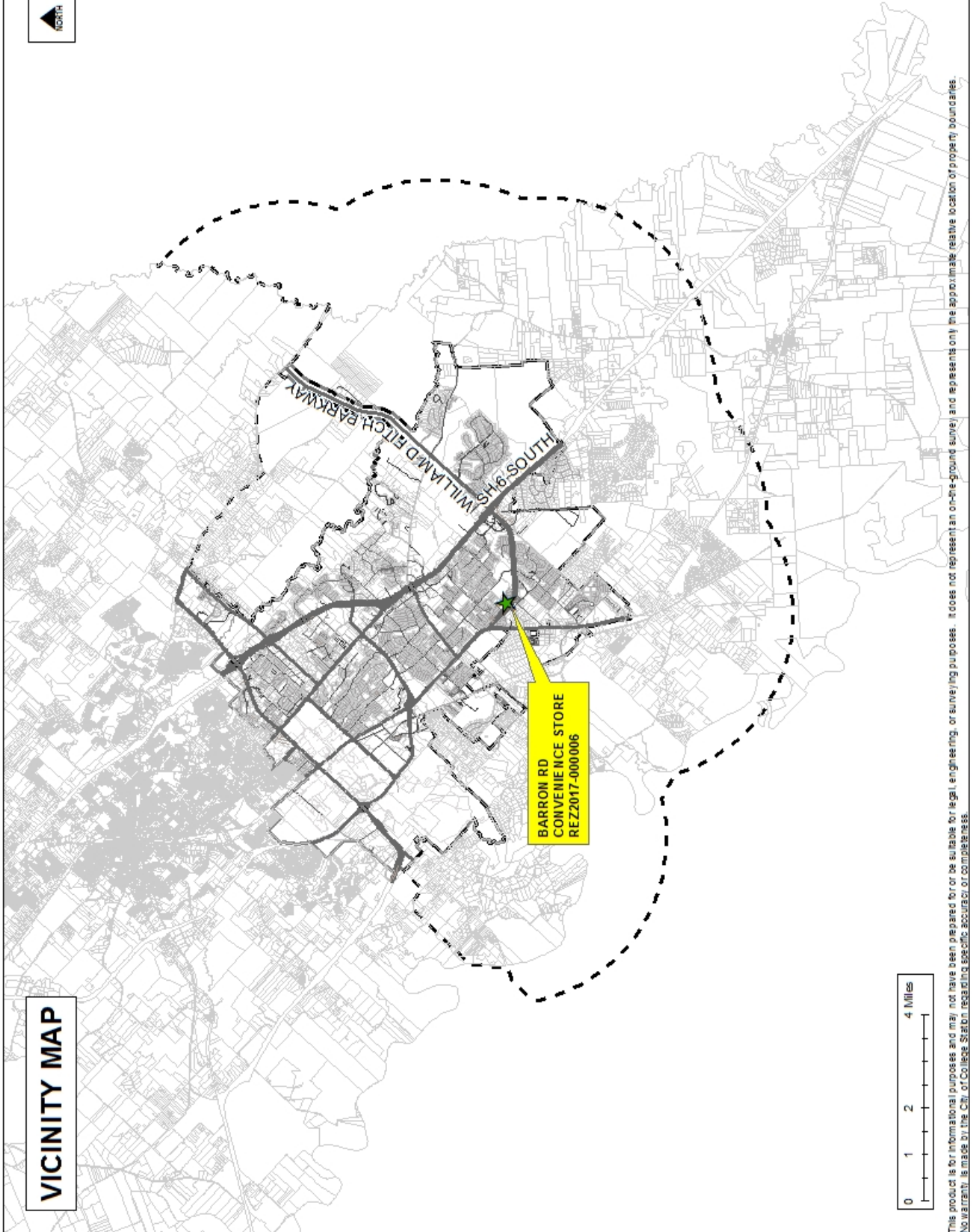
Direction	Comprehensive Plan	Zoning	Land Use
North	General Suburban	GS General Suburban	Single-Family Residential (Sonoma Subdivision)
South	N/A	N/A	William D. Fitch Parkway
East	General Suburban	GS General Suburban	Single-Family Residential (Sonoma Subdivision)
West (Across Barron Road)	Suburban Commercial	R Rural	Single-Family Residential (unplatted)

DEVELOPMENT HISTORY

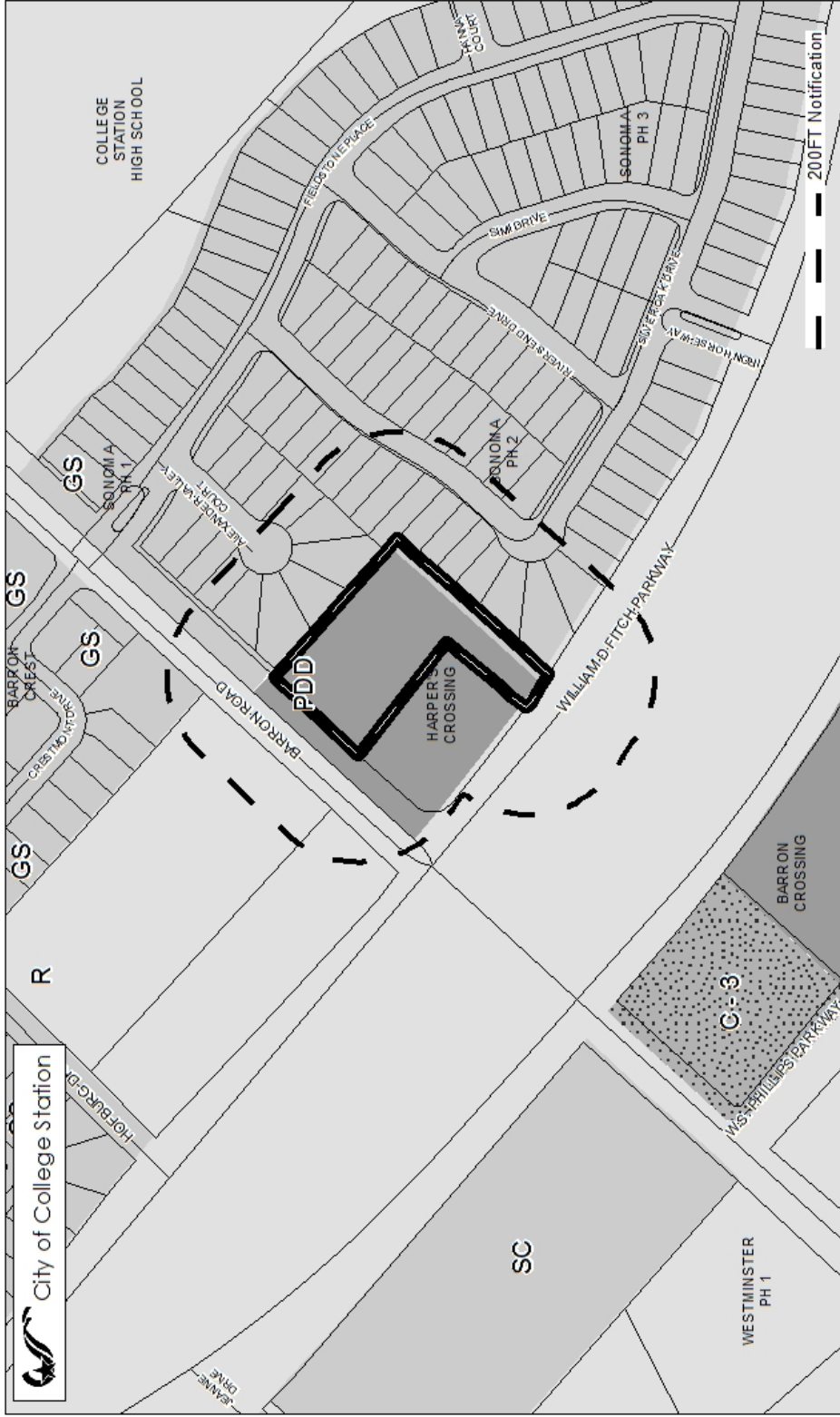
Annexation: 1995
Zoning: 1995 - A-O Agricultural Open
2006 – A-O Agricultural Open to C-3 Light Commercial
2008 – C-3 Light Commercial to PDD Planned Development District
2012 – PDD Planned Development District to PDD Planned Development District
Final Plat: Harper's Crossing Subdivision Block 1, Lot 2.

Site development: Generally vacant, with an existing shared driveway and detention area that serves the subject lot and Lot 1 of the Subdivision.

VICINITY MAP



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey, and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.



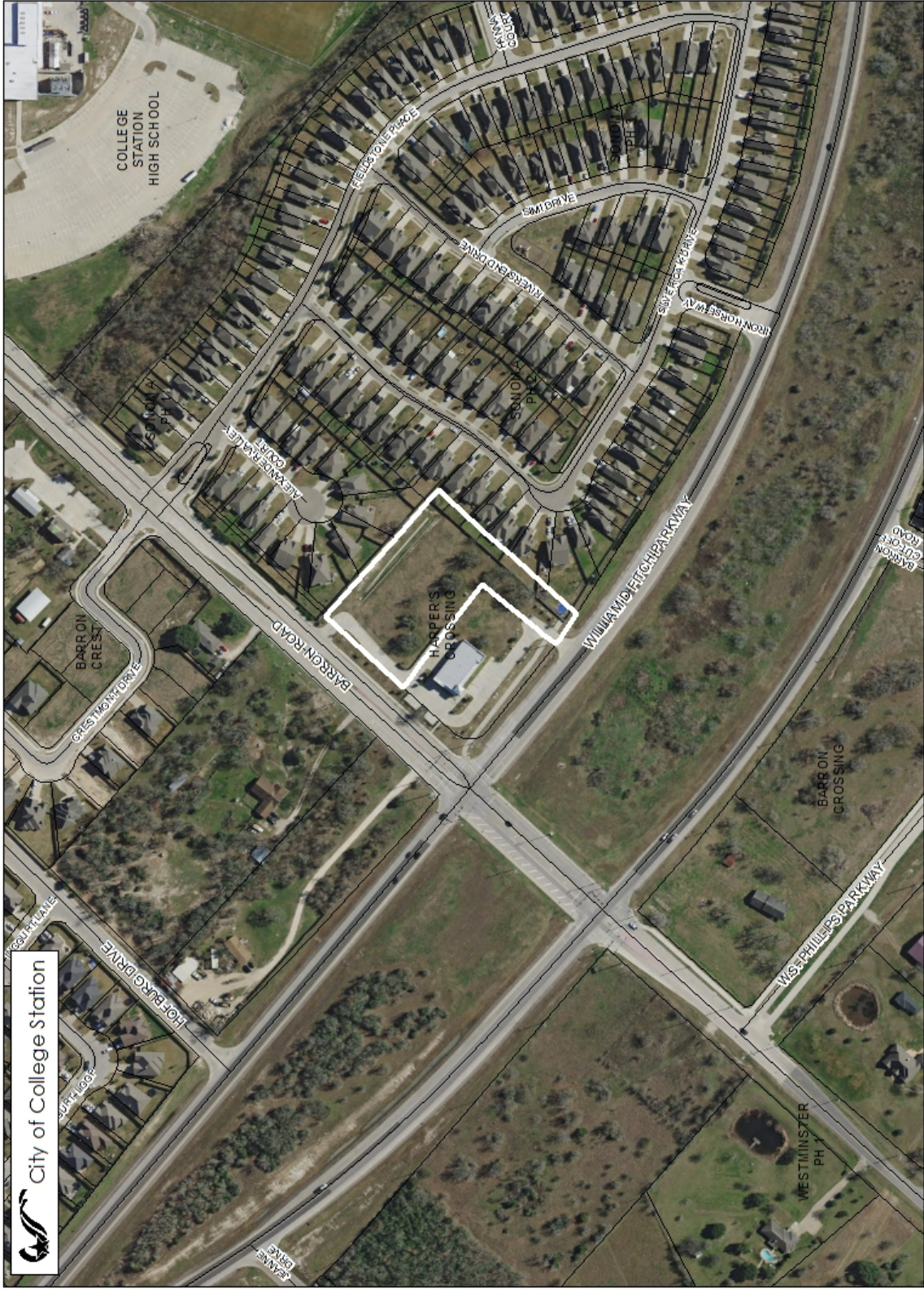
ZONING DISTRICTS (in Grayscale)									
Residential	MU	Mixed-Use	CI	Commercial Industrial	Design Districts	Overlay Districts	Retired Districts		
R	MHP	Manu factured Home P.k.	BP	Business Park	WP C	Comdor Ovr.	R-1B	Single Family Residential	
E			BPI	Business Park	NG-1	Redevelopment District	R-4	Multi-Family	
RS	Restricted Suburban		C-U	College and University	NG-2	Krenek Tap Ovr.	R-6	High Density Multi-Family	
GS	General Suburban	Non-Residential			NG-3	Nbrhd. Prevailing Ovr.	RD	Research and Dev.	
D	Duplex	NAP	Natural Area Protected			Nbrhd. Conservation Ovr.	M-1	Light Industrial	
T	Townhome	O	Office	Planned Districts		HP	M-2	Heavy Industrial	
MF	Multi-Family	SC	Suburban Commercial	P-JUD	Planned Mixed-Use Dist.				
		GC	General Commercial	PDD	Planned Develop. Dist.				

0 255 510 Feet

HARPER'S CROSSING
BLOCK 1 LOT 2

Case: REZ2017-000006

REZONING



City of College Station

 NORTH	 0 255 510 Feet	HARPER'S CROSSING BLOCK 1 LOT 2		Case: REZ2017-000006	REZONING

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING ORDINANCE NUMBER 2012-3404 ADOPTED ON OR ABOUT APRIL 26, 2012 WHICH CREATED A PDD PLANNED DEVELOPMENT DISTRICT; MAKING CHANGES TO A PORTION OF SUCH DISTRICT KNOWN AS HARPER'S CROSSING, BLOCK 1, LOT 2 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS LOCATED AT 2849 BARRON ROAD; BY AMENDING THE USES AND REQUIREMENTS WITHIN SAID PORTION; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended by amending Ordinance No. 2012-3404 adopted on or about April 26, 2012 which created a PDD Planned Development District by amending a portion of such district being Harper's Crossing Block 1, Lot 2 as set out in Exhibit "A", as shown graphically in Exhibit "B", and as further described in Exhibit "C", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That Ordinance No. 2012-3404 adopted on or about April 26, 2012 shall remain in full force and effect except only where directly in conflict with this ordinance.
- PART 3: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 4: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 13th day of July, 2017

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

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

The following property is rezoned from PDD Planned Development District to PDD Planned Development District:

Harper’s Crossing, Block 1, Lot 2, 2849 Barron Road

EXHIBIT “B”

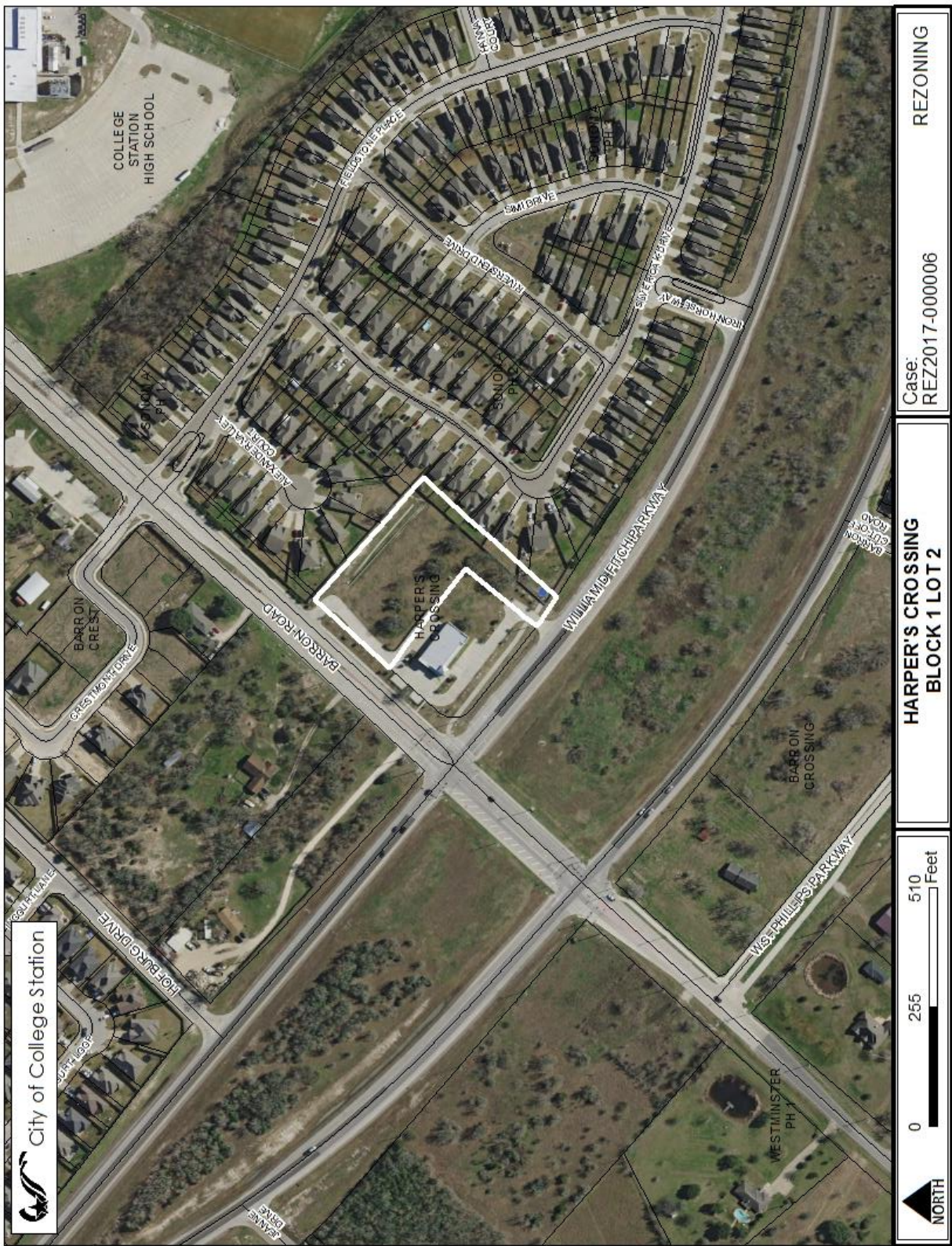
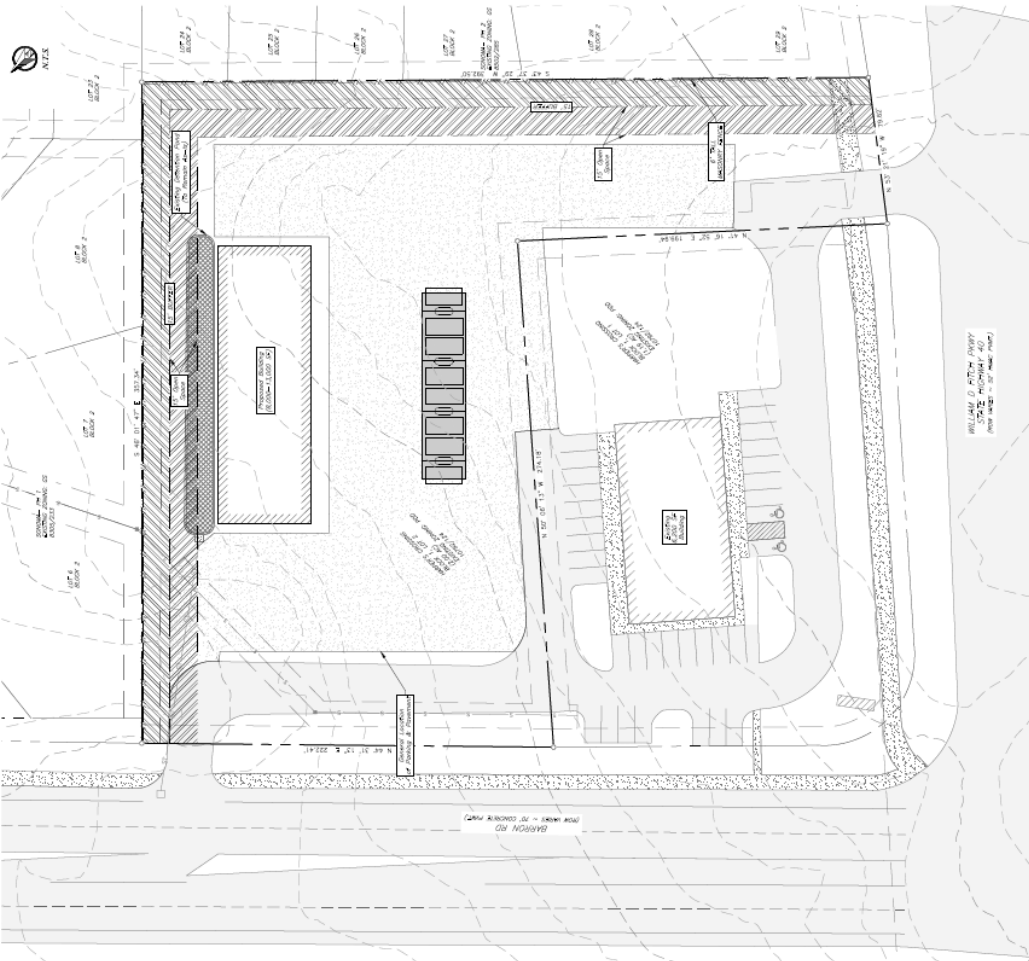
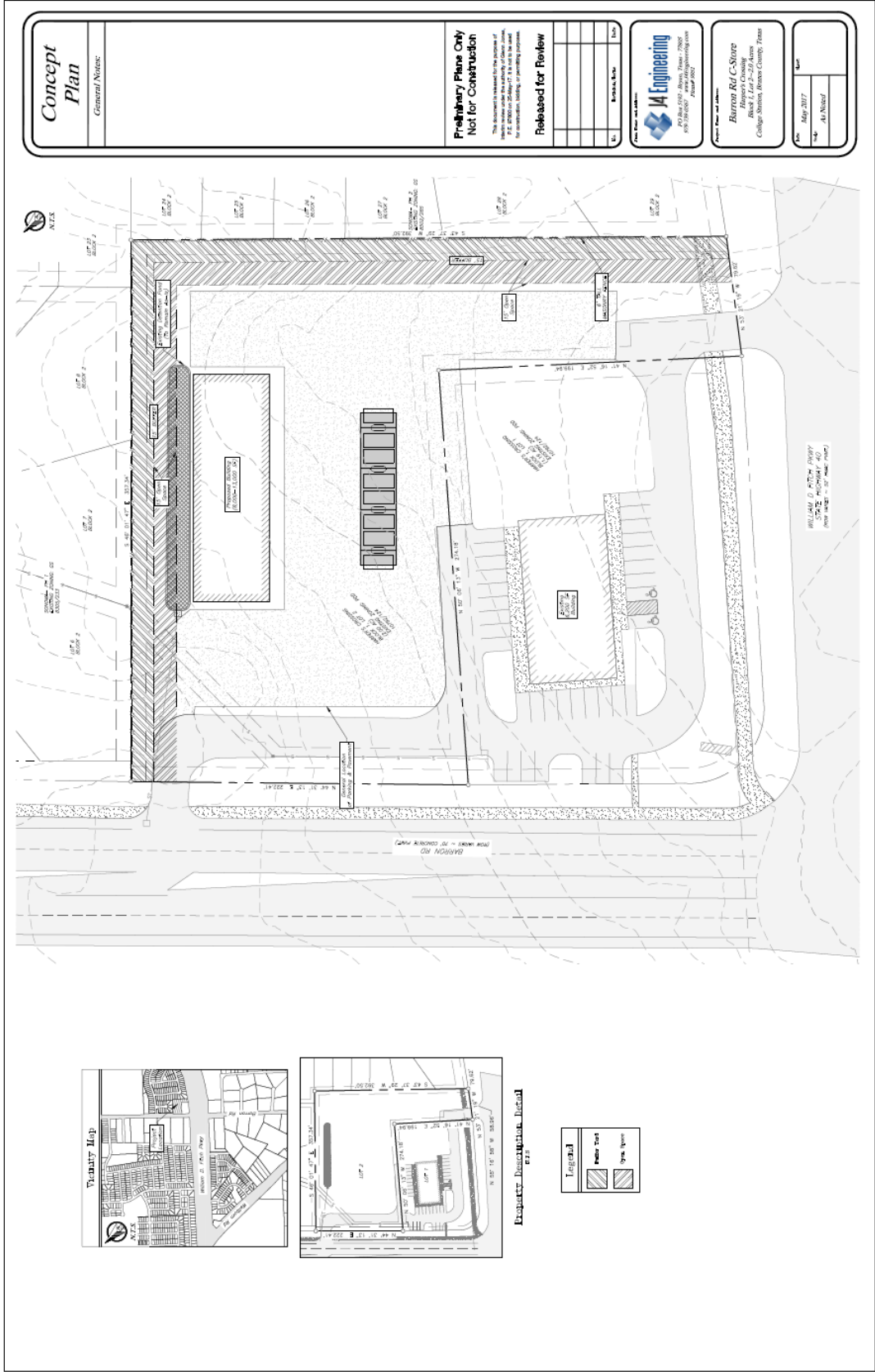


EXHIBIT “C”
Concept Plan



Concept Plan Notes

1. The base zoning district is C-3 and the land uses proposed for Block 1, Lot 2 of this property are as follows:

- Educational facility, indoor instruction
- Educational facility, primary and secondary
- Government facilities
- Health care, medical clinics
- Parks
- Places of worship
- Animal care facility, indoor
- Art studio/gallery
- Day care, commercial
- Dry cleaners & laundry*
- Drive-in/drive-thru window
- Fuel sales with up to 4 pumps
- Offices
- Personal service shop
- Printing/copy shop
- Radio/TV station/studio
- Restaurants
- Retail sales & service
- Storage, self-storage
- Utility*
- Wireless telecommunications facilities - intermediate*
- Wireless telecommunications facilities - major (CUP required)

* Uses have specific use standards per Unified Development Ordinance, Article 6.3, Specific Use Standards.

Conditions: Drive-in/drive-thru not allowed in conjunction with restaurant use.

2. The range of building heights is anticipated to be from 12' to 30', subject to UDO 12-7.2.H.

3. The storm water drainage from this site will be taken to the Barron Road storm sewer system. Storm water requirements will be in accordance with the UDO.

4. The existing detention pond will remain as-is.

5. A 15' wide buffer will be provided as shown on the concept plan. In addition, an extra 15' of open space will be provided outside the buffer yards. Additional canopy trees will be provided within the buffer area & open space to minimize light projecting into the single family properties.

6. Architecture for the site will meet or exceed all NRA standards. The building(s) on Lot 2 will meet the NRA requirements of the SC Suburban Commercial District.

7. Site lighting shall be provided as required for SC Suburban Commercial to minimize light pollution on the neighboring single-family developments per UDO 12-7.11.C.

8. Lot 2 building size will range from 8,000-13,000 SF. Lot 2 improvements may be constructed as one or two buildings.

Legislation Details (With Text)

File #:	17-0337	Version:	1	Name:	Rezoning – 4098 Raymond Stotzer Parkway
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	6/26/2017	In control:		In control:	City Council Regular
On agenda:	7/13/2017	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from MF Multi-Family and GC General Commercial to MF Multi-Family and GC General Commercial for approximately 17.8 acres generally located at the northeast corner of the intersection of Turkey Creek Road and Raymond Stotzer Frontage Road.				
Sponsors:	Mark Bombek				
Indexes:					
Code sections:					
Attachments:	Background Aerial and Small Area Map Rezoning Map Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from MF Multi-Family and GC General Commercial to MF Multi-Family and GC General Commercial for approximately 17.8 acres generally located at the northeast corner of the intersection of Turkey Creek Road and Raymond Stotzer Frontage Road.

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Diverse Growing Economy

Recommendation(s): The Planning & Zoning Commission considered this item at their June 15, 2017 meeting and voted 6-0 to recommend approval.

Summary: This request is to adjust the zoning district boundary between the subject properties. The land use composition for the 17.8 acre tract is requested to be adjusted as follows; 12 acres MF Multi-Family and 5.8 acres GC General Commercial to 13.2 MF Multi-Family and 4.6 acres GC General Commercial

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject lot is designated Urban and General Commercial on the Comprehensive Plan Future Land Use and Character Map and is also located in Presidential Corridor Gateway District. With easy access to Easterwood Airport and being in close proximity to the recently built Health Science Center as part of the Texas A&M University System, this Gateway District should be accommodating business including research and development, office, and light industrial. These uses should build on the assets existing in the area while protecting and enhancing this primary gateway into the City. The proposed development complements and is consistent with the allowable land uses for the Presidential Corridor Gateway District and with the surrounding future land use designations.
- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The existing MF Multi-Family and GC General Commercial zoning, were approved in the spring of 2016. These zonings allow for high density residential and intense commercial uses, which are compatible with the level of development that is anticipated for the area. Given the property's close proximity to the BioCorridor Planned Development District, this area is expected to contain uses that support the investment plan that has been set in this District.
- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The proposed land uses permitted through this request are those allowed in MF Multi-Family and GC General Commercial. The uses are appropriate as they support the uses planned in the BioCorridor PDD and the property's frontage along Raymond Stotzer Parkway. The intent of the area surrounding the BioCorridor District is to help preserve and support the district by providing similar and supplementary uses that focus on research and development, manufacturing, office uses, and other additional uses that would serve those that live and work in the area. The applicant feels the request meets the intent of the district which is to provide an atmosphere capable of creating the mixed use development desired for the BioCorridor District.
- 4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property is currently zoned MF Multi-Family and GC General Commercial. The current zoning district is suitable for the property given the anticipated growth that will occur in and around the BioCorridor District. The current request is still suitable as the rezoning boundary is requested to be shifted to allow for an exchange of some GC General Commercial zoning for MF Multi-Family zoning.
- 5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property can currently be marketed under the existing MF Multi-Family and GC General Commercial zoning district. The proposed amendment should not have a substantial effect on the marketability of the property as the existing zoning boundary is shifting within the property.
- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** Water service will be provided by the City of College Station. The tract is currently not adjacent to an existing water line. The tract will need to extend the water line from an existing 8-inch main along the frontage of Raymond Stotzer Parkway to and through the subject property. Off-site Public Utility easements would be needed to extend waterline services to the subject property.

The City of College Station has an inter-local agreement with Texas A&M University to provide sewer service to the subject tract. The tract has allocated sewer capacity reserved with the Inter-local Agreement. The applicant has provided a sealed sewer demand letter that proposes to not exceeding the allowable sewer capacity specified in the inter-local agreement. The tract is currently not adjacent to an existing sanitary sewer line. The tract will need to extend the sewer line from an existing manhole in the Aggie Field of Honor Memorial Cemetery that ultimately sewers to a lift station. Off-site easements and downstream improvements are needed in order to serve the property. These improvements include, but are not limited to providing a private lift station, existing lift station and force main modifications, and providing upgrades to TAMU sewer systems.

The subject property is located in the Whites Creek Drainage basin. White Creek Tributary 8 crosses the subject tract. Detention will be required with the development.

Drainage and other public infrastructure required with the site shall be designed and constructed in accordance with the B/CS Unified Design Guidelines.

Budget & Financial Summary: N/A
Legal Review: Yes

Attachments:

1. Background Information
2. Aerial & Small Area Map
3. Rezoning Map
4. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: June 15, 2017

Advertised Council Hearing Date: July 13, 2017

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

None

Property owner notices mailed: 9

Contacts in support: None at the time of this report

Contacts in opposition: None at the time of this report

Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Business Park	R Rural	Vacant
South (Across Raymond Stotzer)	Texas A&M University	C-U College University	Easterwood Airport
East	Institutional/Public	R Rural	Cemetery and existing commercial use
West (Across Turkey Creek)	Suburban Commercial	R Rural	Vacant

DEVELOPMENT HISTORY

Annexation: June 1995

Zoning: A-O Agricultural Open upon annexation renamed R Rural in 2013
MF Multi-Family and GC General Commercial in 2016

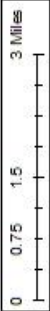
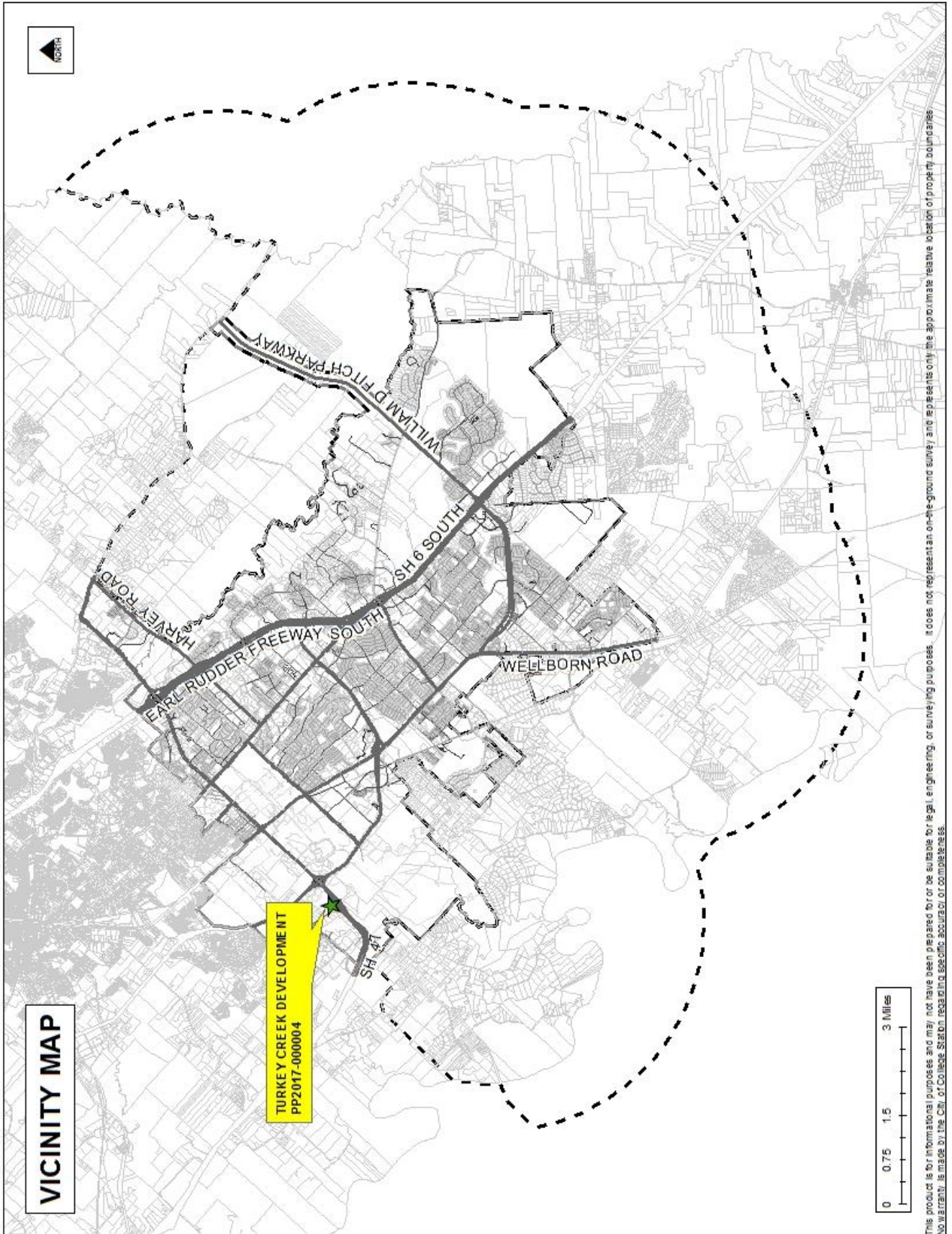
Final Plat: N/A

Site development: Vacant

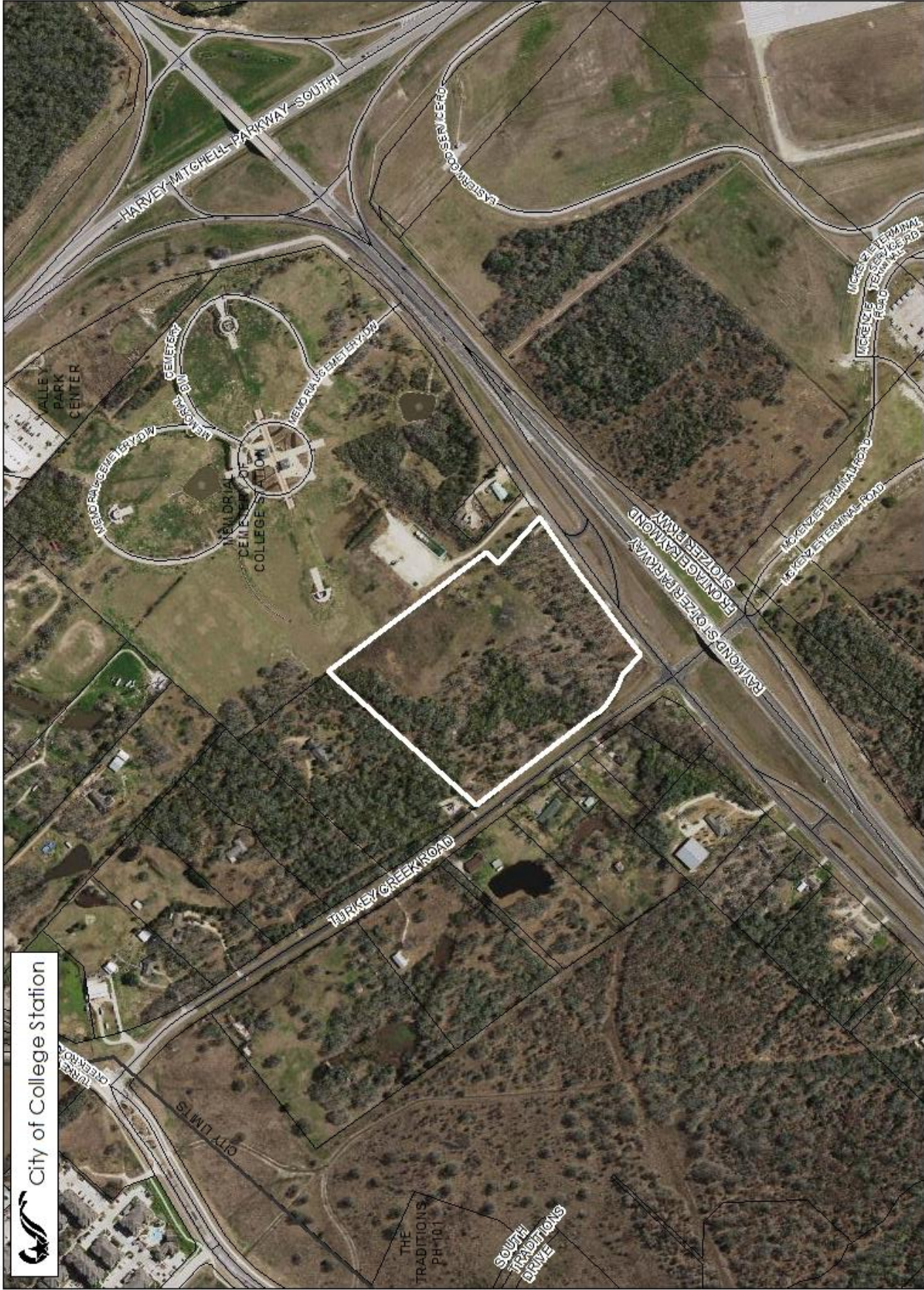
VICINITY MAP



TURKEY CREEK DEVELOPMENT
PP2017-000004

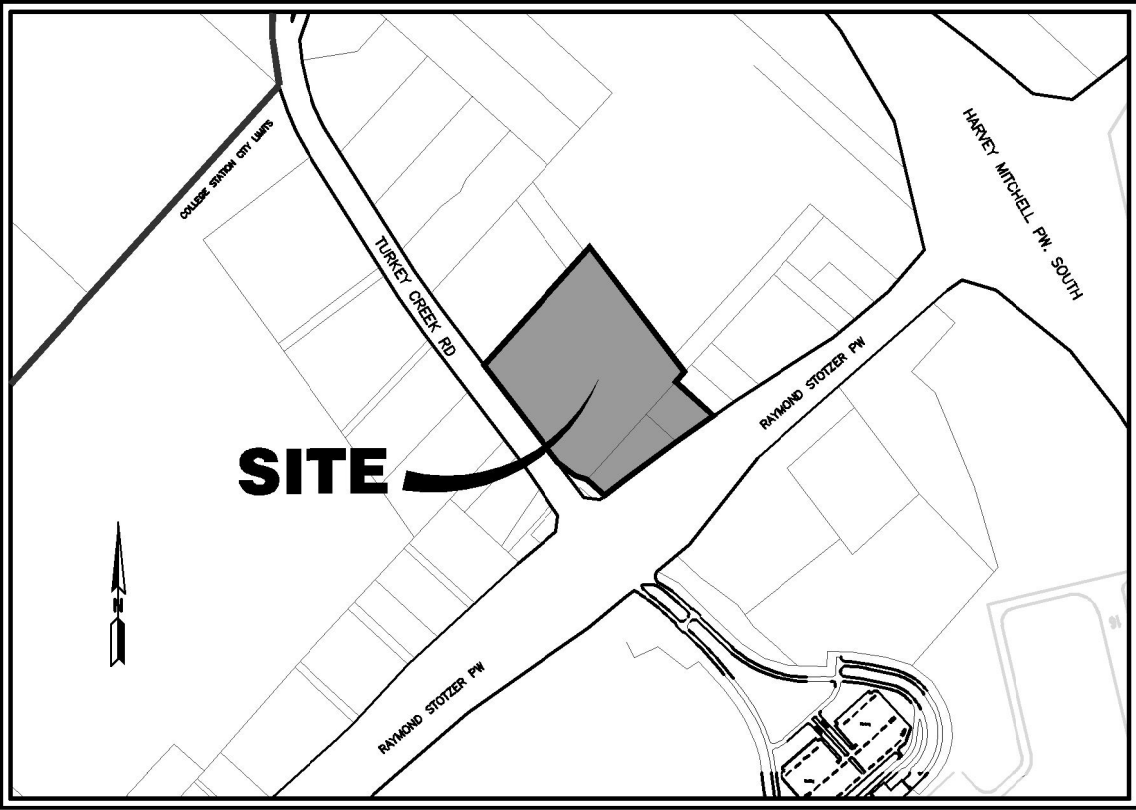
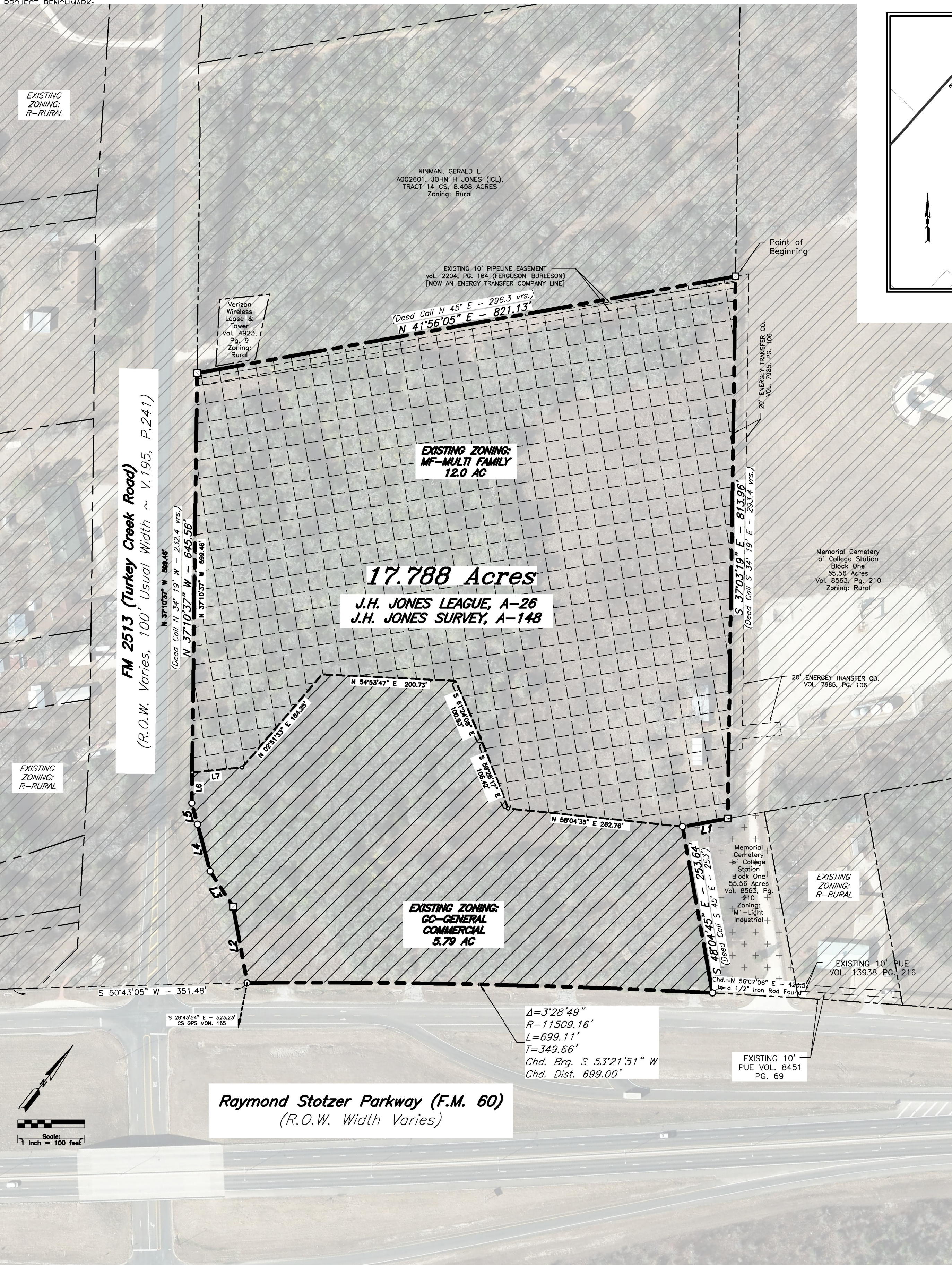


This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.



 City of College Station

	0	500	1,000	Feet
TURKEY CREEK DEVELOPMENT				
Case:		PRELIMINARY PLAN		
PP2017-000004				



VICINITY MAP
(N.T.S.)

LEGEND

- R - RURAL
- M1 - LIGHT INDUSTRIAL
- MF - MULTI-FAMILY
- GC - GENERAL COMMERCIAL
- BOUNDARY LINE
- EASEMENT

LINE TABLE			
LINE	BEARING	DISTANCE	DEED CALL
L1	S 41°58'41" W	68.84'	S 45° W
L2	N 48°16'06" W	116.00'	N 45° W
L3	N 70°34'37" W	63.79'	N 67°43' W - 24.1 vrs.
L4	N 52°54'37" W	72.78'	N 50°03' W - 26.2 vrs.
L5	N 52°49'37" W	32.78'	N 49°58' W - 11.8 vrs.
L6	N 37°10'37" W	46.10'	N/A
L7	N 48°21'31" E	74.98'	N/A



PROPOSED ZONING

GENERAL SURVEYOR NOTES:

1. ORIGIN OF BEARING SYSTEM: Monuments found along the southwest line of MEMORIAL CEMETERY OF COLLEGE STATION recorded in Volume 8563, Page 210. The record bearing of S 37°03'19" E and is referenced to the Texas State Plane Coordinate System, Central Zone and was used as the BASIS OF BEARINGS shown on this survey.

2. According to the Flood Insurance Rate Maps for Brazos County, Texas and Incorporated Areas, Map Number 48041C0305E, Map Revised May 16, 2012, this property is not located in a Special Flood Hazard Area.

MITCHELL
M&M
MORGAN

T.979.260.6963
F.979.260.3564

TX. FIRM # F-1443

3204 Earl Rudder Fwy S
COLLEGE STATION, TX 77845

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www.mitchellandmorgan.com

For Bidding Purposes Only
These documents are not
intended for construction
or permit purposes.
Prepared By:
Veronica J.B. Morgan
No. 77689

APRIL, 2017
Designed By: VJBM
Drawn By: TRR
Checked By: VJBM, JM

Prepared For:
BCS Turkey Creek, LP c/o
Chit Cooper, #110
1700 Bascom Way
College Station, Texas

Revisions

RE-ZONING MAP
TURKEY CREEK DEVELOPMENT
College Station, Texas

RZ

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM MF MULTI-FAMILY AND GC GENERAL COMMERCIAL TO MF MULTI-FAMILY AND GC GENERAL COMMERCIAL FOR APPROXIMATELY 17.8 ACRES GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF TURKEY CREEK ROAD AND RAYMOND STOTZER FRONTAGE; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", and as shown graphically in Exhibit "B" and Exhibit "C", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 13th day of July, 2017

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

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

The following property is rezoned from MF Multi-Family and GC General Commercial to MF Multi-Family and GC General Commercial.

FIELD NOTES
PROPOSED COMMERCIAL ZONE
4.63 ACRES

Being all that certain tract or parcel of land lying and being situated in the JOHN H. JONES LEAGUE, Abstract No. 26 and the JOHN H. JONES SURVEY, Abstract No. 148 in College Station, Brazos County, Texas and being a part of the 17.788 acre tract described in the deed from William Charles Gilmore, Walter Edgar Gilmore, II, Peter Lee Gilmore and Edith Ann Gilmore to BCS Turkey Creek, L.P. recorded in Volume 11640, Page 259 of the Official Records, Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the east corner of the said 17.788 acre BCS Turkey Creek, L.P. tract, the south corner of the 56.56 acre Block One, MEMORIAL CEMETERY OF COLLEGE STATION according to the Final Plat recorded in Volume 8563, Page 210 (O.R.B.C.) and being in the monumented northwest right-of-way line of F.M. 60, commonly known as Raymond Stotzer Parkway (right-of-way width varies);

THENCE: 699.11 feet in a counter-clockwise direction along the arc of a curve in the said monumented northwest right-of-way line of F.M. 60, said curve having a central angle of $03^{\circ} 28' 49''$, a radius of 11509.16 feet, a tangent of 349.66 feet and a long chord bearing $S 53^{\circ} 21' 51'' W$ at a distance of 699.00 feet to a found 1/2-inch iron rod marking the south corner of the said 17.788 acre BCS Turkey Creek, L.P. tract and the intersection of the northeast right-of-way line of FM 2513, commonly known as Turkey Creek Road (right-of-way width varies at this location);

THENCE: along the southwest line of the said 17.788 acre BCS Turkey Creek, L.P. tract, said line being common with the northeast right-of-way line of said FM 2513 for the following five (5) calls:

- 1) $N 48^{\circ} 16' 06'' W$ for a distance of 116.00 feet to a found 4-inch square concrete monument in or near the common line of the said JOHN H. JONES LEAGUE, A-26 and the said JOHN H. JONES SURVEY, A-148,
- 2) $N 70^{\circ} 34' 37'' W$ for a distance of 63.79 feet to a found 1/2-inch iron rod,
- 3) $N 52^{\circ} 54' 37'' W$ for a distance of 72.78 feet to a found 1/2-inch iron rod,
- 4) $N 52^{\circ} 49' 37'' W$ for a distance of 32.78 feet to a found 1/2-inch iron rod, and
- 5) $N 37^{\circ} 10' 37'' W$ for a distance of 46.10 feet for corner;

THENCE: through the interior of the said 17.788 acre BCS Turkey Creek, L.P. tract for the following three (3) calls:

- 1) $N 46^{\circ} 21' 31'' E$ for a distance of 74.98 feet for corner,
- 2) $N 60^{\circ} 52' 39'' E$ for a distance of 404.84 feet for corner, and
- 3) $N 58^{\circ} 04' 35'' E$ for a distance of 262.76 feet to a found 1/2-inch marking an interior ell-corner in the northeast line of the before-said 17.788 acre tract and an angle point in the southwest line of the said MEMORIAL CEMETERY OF COLLEGE STATION, said iron rod also being in or near the common line of the said JOHN H. JONES LEAGUE, A-26 and the said JOHN H. JONES SURVEY, A-148;

THENCE: S 48° 04' 45" E along the northeast line of the said 17.788 acre BCS Turkey Creek, L.P. tract and the southwest line of the said MEMORIAL CEMETERY OF COLLEGE STATION for a distance of 253.64 feet to the POINT OF BEGINNING and containing 4.63 acres of land, more or less.

ORIGIN OF BEARING SYSTEM: Monuments found along the southwest line of the MEMORIAL CEMETERY OF COLLEGE STATION recorded in Volume 8563, Page 210, having a record bearing of S 37°03'19" E and is referenced to the Texas State Plane Coordinate System, Central.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on May 8, 2012.



FIELD NOTES
PROPOSED MULTI-FAMILY ZONE
13.16 ACRES

Being all that certain tract or parcel of land lying and being situated in the JOHN H. JONES LEAGUE, Abstract No. 26 in College Station, Brazos County, Texas and being a part of the 17.788 acre tract described in the deed from William Charles Gilmore, Walter Edgar Gilmore, II, Peter Lee Gilmore and Edith Ann Gilmore to BCS Turkey Creek, L.P. recorded in Volume 11640, Page 259 of the Official Records, Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 4-inch square concrete monument marking the north corner of the said 17.788 acre BCS Turkey Creek, L.P. tract, the east corner of the called 1.348 acre Junia Kinman tract recorded in Volume 2461, Page 202 (O.R.B.C.) and being in the southwest line of the 56.56 acre Block One, MEMORIAL CEMETERY OF COLLEGE STATION according to the Final Plat recorded in Volume 8563, Page 210 (O.R.B.C.);

THENCE: S 37° 03' 19" E along the common line of the said 17.788 acre BCS Turkey Creek, L.P. tract and said MEMORIAL CEMETERY OF COLLEGE STATION for a distance of 813.96 feet to a found 4-inch square concrete monument marking an angle point in the northeast line of the said 17.788 acre tract and an interior ell-corner in the before-mentioned southwest line of the MEMORIAL CEMETERY OF COLLEGE STATION, said concrete monument also being in or near the common line of the said JOHN H. JONES LEAGUE, A-26 and the JOHN H. JONES SURVEY, Abstract No. 148;

THENCE: S 41° 58' 41" W continuing along the said common line of the said 17.788 acre BCS Turkey Creek, L.P. tract and said MEMORIAL CEMETERY OF COLLEGE STATION, said line being in or near the common line of the said JOHN H. JONES LEAGUE, A-26 and the said JOHN H. JONES SURVEY, A-148 for a distance of 68.84 feet to a found 1/2-inch iron rod marking an interior ell-corner in the northeast line of the before-said 17.788 acre tract and an angle point in the southwest line of the said MEMORIAL CEMETERY OF COLLEGE STATION;

THENCE: through the interior of the said 17.788 acre BCS Turkey Creek, L.P. tract for the following three (3) calls:

- 1) S 58° 04' 35" W for a distance of 262.76 feet for corner,
- 2) S 60° 52' 39" W for a distance of 404.84 feet for corner, and
- 3) S 46° 21' 31" W for a distance of 74.98 feet for corner in the northeast right-of-way line of FM 2513, commonly known as Turkey Creek Road (base on a 100-foot usual width);

THENCE: N 37° 10' 37" W along the southwest line of the said 17.788 acre BCS Turkey Creek, L.P. tract, said line being common with the northeast right-of-way line of said FM 2513 for a distance of 599.46 feet to a found 4-inch square concrete monument marking the west corner of the said 17.788 acre tract and the south corner of the called 15.37 acre Junia Kinman remainder tract recorded in Volume 263, Page 28 (B.C.D.R.);

THENCE: N 41° 56' 05" E along the northwest line of the said 17.788 acre BCS Turkey Creek, L.P. tract, the called 15.37 acre Kinman remainder tract and the before-mentioned 1.348 acre Kinman tract for a distance of 821.13 feet to the POINT OF BEGINNING and containing 13.16 acres of land, more or less.

ORIGIN OF BEARING SYSTEM: Monuments found along the southwest line of the MEMORIAL CEMETERY OF COLLEGE STATION recorded in Volume 8563, Page 210, having a record bearing of S 37°03'19" E and is referenced to the Texas State Plane Coordinate System, Central.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on May 8, 2012.



EXHIBIT “B”

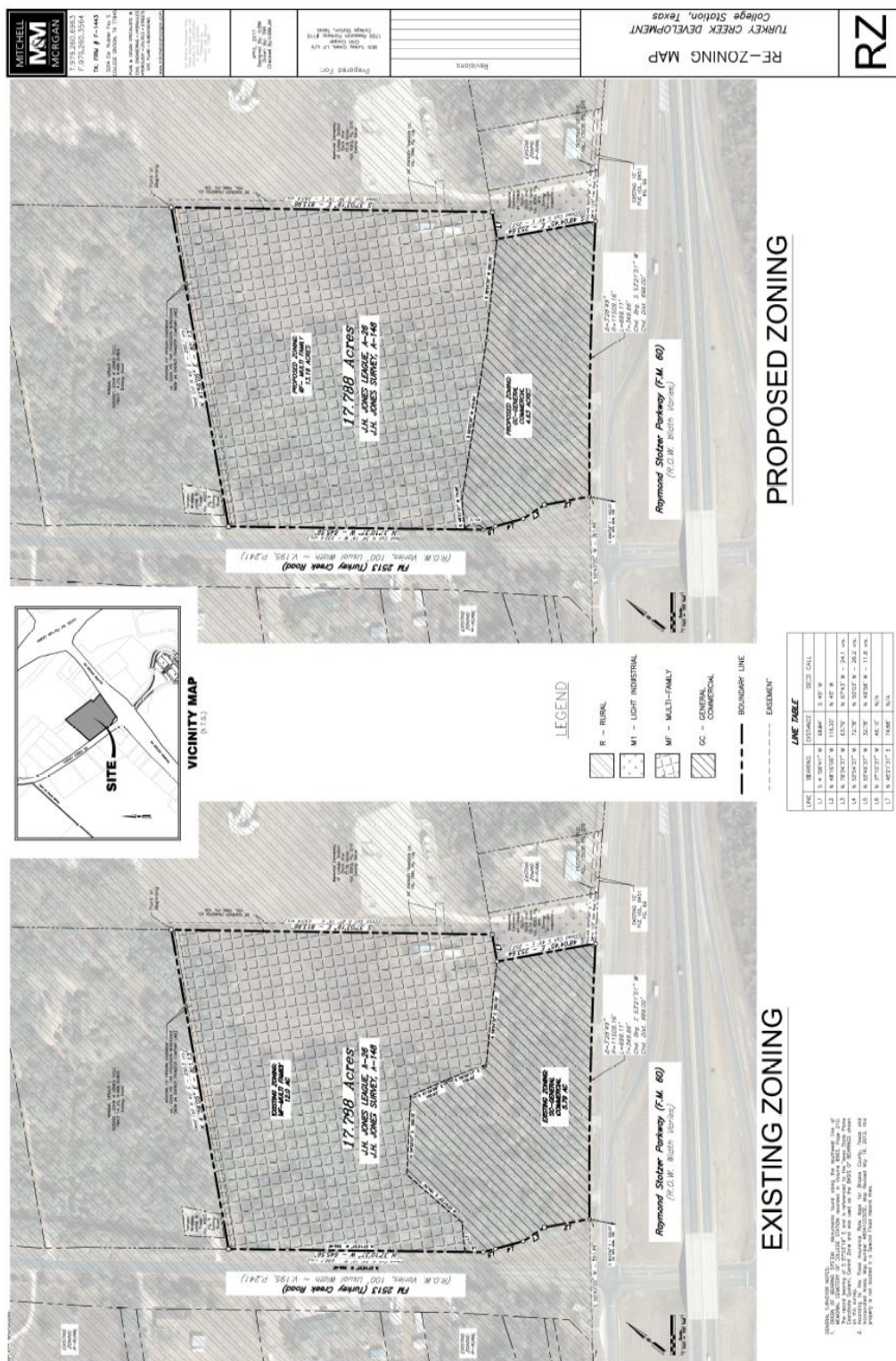


EXHIBIT “C”

