College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, September 27, 2018 **6:00 PM** **City Hall Council Chambers**

1. Call to Order, Pledge of Allegiance, Invocation, Consider Absence Request.

Presentation

• Proclamation for the College Station Firefighters "Fill the Boot" for the Muscular Dystrophy Association.

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 Office of the City Secretary. This form should be completed and returned to the office 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. Speakers are encouraged to identify their College Station neighborhood or geographic location. Each speaker's remarks are limited to three minutes. A group of five or more may register at the Office of the City Secretary by 5:30 PM on the day of the meeting and designate an individual to speak for 10 minutes on their behalf. All signers must be in attendance when the speaker is introduced and may not speak individually during Hear Visitors. A speaker who wishes to include computer-based information while addressing the Council must provide the electronic file to the City Secretary by noon on the day of the Council meeting. During presentations a series of timer lights will change from green to yellow and an alarm will sound after two and one-half or nine and one-half minutes to signal thirty seconds remaining. When time expires the timer light will change to red, the final alarm will sound, and the speaker must 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. 18-0617 Presentation, possible action, and discussion of minutes for:
- September 5, 2018 Special
- September 13, 2018 Workshop
- September 13, 2018 Regular

Sponsors: Smith

Attachments: SM090518 DRAFT Minutes
WKSHP091318 DRAFT Minutes
RM091318 DRAFT Minutes

2b. 18-0508 Presentation, possible action, and discussion on a BuyBoard Contract purchase for traffic signal cabinets from Paradigm Traffic Systems Inc. for $138,750.

Sponsors: Harmon

Attachments: PO#18206477

2c. 18-0558 Presentation, possible action, and discussion regarding renewing the Xpedient Mail contract for printing and mailing services in the amount of $230,000.

Sponsors: Leonard

Attachments: Contract 15300340 Xpedient Mail Ren2

2d. 18-0581 Presentation, possible action, and discussion to authorize expenditure of funds for FY 2019 for items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than $100,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.

Sponsors: Leonard

Attachments: 2019 Exemptions List Over $100K

2e. 18-0591 Presentation, possible action, and discussion on resolution adopting fees, rates and charges as provided by Chapter 2 "Administration", Article V "Finance" Division 2 "Fees, Rates and Charges" of the Code of Ordinances.

Sponsors: Leonard

Attachments: Update Summary for Council - Revised
FY 18-19 Fees Rates and Charges Resolution 9-18-18.docx

2f. 18-0597 Presentation, possible action, and discussion regarding City of College Station Excess Liability and Workers' Compensation Insurance, Property/Boiler & Machinery, Commercial Crime, EMT Liability, Auto Property Damage, Cyber Liability, Unmanned Aircraft liability and

property; Special Events policies for Fiscal Year 2019. FY19 premiums for all lines of coverage are not to exceed $512,000.

Sponsors: Pond

2g. 18-0598 Presentation, possible action, and discussion regarding increasing the FY 2018 expenditure limit for the purchase of Police uniforms, body armor and accessories from Miller Uniforms & Emblems by $55,000 for a new FY 2018 expenditure limit of $145,000.

Sponsors: McCollum

2h. 18-0602 Presentation, possible action, and discussion on an ordinance amending Chapter 38, "Traffic and Vehicles," Article II, "Stopping, Standing and Parking," Division I, "Generally," Section 38-42 by adding language for towing unlawfully parked vehicles.

Sponsors: Eller

Attachments: CH 38 Sec 38-42 Ord Amend

2i. 18-0604 Presentation, possible action, and discussion on an ordinance amending Chapter 8 "Business," Article V "Home Solicitation and Itinerant Vendors," Division 1 and 2 of the Code of Ordinances related to home solicitation.

Sponsors: McCollum

Attachments: CH 8 Art 5 Home Sol Ord Amend 9-6-18 PDF Redline

CH 8 Art 5 Home Sol Ord Amend 9-6-18 Clean

2j. 18-0605 Presentation, possible action, and discussion on approving a contract for the grant of federal HOME Investment Partnership Program Grant (HOME) Community Housing Development Organization (CHDO) Set-Aside funds with Elder-Aid, Inc. in the amount of $200,000 for acquisition and rehabilitation of two (2) existing dwelling units located at 3416-3418 Normand to be used as affordable rental housing for income-eligible elderly households.

Sponsors: Eller

Attachments: Attachment 1-Contract

Attachment 2-Location Map

2k. 18-0607 Presentation, possible action, and discussion on purchasing traffic signs, prefabricated signs and sign blanks from Vulcan Signs Inc. for $54,224.50 and presentation, possible action and discussion on purchasing traffic sign hardware and posts from Dobie Supply for $61,585 both totaling $115,809.50.

Sponsors: Harmon

Attachments: Bid 18-114 Tab.pdf
19300028 - Vulcan Inc, dba Vulcan Signs
19300027 - Dobie Supply LLC

2l. 18-0608 Presentation, possible action, and discussion on an Advance Funding Agreement (AFA) between the City of College Station and the State of Texas, acting through the Texas Department of Transportation (TXDOT) for the Cain/Deacon project.

Sponsors: Harmon

Attachments: Ready for Partial Execution - FM 2154 Deacon&Cain AFA.pdf
RES AFA deacon FM 2154.docx

2m. 18-0609 Presentation, possible action, and discussion regarding the approval of six master agreements for Real Estate Appraisal Services: Duff & Phelps, LLC; JLL Valuation & Advisory Services, LLC; Lowery Property Advisors, LLC; Paul Hornsby & Company; S.T. Lovett & Associates; Valbridge Property Advisors. Approval of these agreements will authorize the City Manager or his delegate to approve service orders for each project within the terms of each master agreement.

Sponsors: Harmon

2n. 18-0613 Presentation, possible action, and discussion on approval of an amendment to the funding agreement between the City of College Station and Experience Bryan College Station (formerly Brazos Valley Convention and Visitors Bureau) increasing the amount for FY18 by $194,423 for a total of $594,423 related to the CVB Grant Program.

Sponsors: Leonard

Attachments: Amendmt #1 BCS ConvenVisit Bureau

2o. 18-0631 Presentation, possible action, and discussion on the second reading on a non-exclusive Pipeline Franchise Ordinance for Oil or Gas operations with Hawkwood Energy Midstream, LLC to construct, operate, maintain, remove, replace and repair pipeline facilities, together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts.

Sponsors: Nettles

Attachments: Hawkwood Franchise

2p. 18-0638 Presentation, possible action, and discussion on an ordinance amending Chapter 12, “Emergency Management and Emergency Services,” Article IV, “Alarm Systems,” of the Code of Ordinances regarding false alarm fees.

Sponsors: Dotson

Attachments: Ch 12 Alarm Sys Ord Amend 4-27-18.docx

2q. 18-0639 Presentation, possible action, and discussion on an ordinance amending Chapter 2, "Adminstration," Article V, "Finance," Division 2 "Fees, Rates and Charges," Section 2-120 and Section 2-122 of the Code of Ordinances regarding Fire Department and Planning and Development Services afterhours inspection fees.

Sponsors: Dotson

Attachments: CH 2 Admin Fire and Planning Inspection Ord Amend 4-27-18.docx

2r. 18-0603 Presentation, possible action, and discussion of proposed changes to the guidelines for the City's housing assistance program funded with grants from the U. S. Department of Housing and Urban Development.

Sponsors: Eller

Attachments: Attachment 2 Down Payment Assistance Program Guidelines
Attachment 3 Minor Home Repair Program Guidelines
Attachment 4 Housing Rehabilitation Program Guidelines
Attachment 5 Housing Reconstruction Program Guidelines
Attachment 6 Rental Rehabilitation Loan Program Guidelines

Regular Agenda

Individuals who wish to address the City Council on an item posted as a Public Hearing shall register with the Office of the City Secretary. Registration forms are available in the Office of the City Secretary. This form should be completed and returned to the office 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. Speakers are encouraged to identify their College Station neighborhood or geographic location. Each speaker's remarks are limited to three minutes. A group of five or more may register at the Office of the City Secretary by 5:30 PM on the day of the meeting and designate an individual to speak for 10 minutes on their behalf. All signers must be in attendance when the speaker is introduced and may not speak individually during that 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 on the day of the Council meeting. During presentations a series of timer lights will change from green to yellow and an alarm will sound after two and one-half or nine and one-half minutes to signal thirty seconds remaining. When time expires the timer light will change to red, the final alarm will sound, and the speaker must conclude the remarks. If Council needs additional information from the general public after the Public Hearing is closed some limited comments may be allowed at the discretion of the Mayor. Comments should not personally attack other speakers, Council or staff.

1. 18-0592 Public Hearing, presentation, possible action, and discussion on an

ordinance (Budget Amendment 3) amending Ordinance No. 2017-3936 which will amend the budget for the 2017-2018 Fiscal Year and authorizing amended expenditures as therein provided.

Sponsors: Leonard

Attachments: Ordinance

FY18 BA#3 09.20.19.docx

2. 18-0594 Presentation, possible action, and discussion on an ordinance adopting the City of College Station 2018-2019 Budget; and presentation, possible action and discussion ratifying the property tax revenue increase reflected in the budget.

Sponsors: Leonard

Attachments: Appendix A1 - FY19 Attachment A_ IT submission

2019 Budget Ordinance

3. 18-0593 Presentation, possible action, and discussion on approval of an ordinance adopting the City of College Station 2018-2019 ad valorem tax rate of $0.505841 per $100 assessed valuation, the debt service portion being $0.220339 per $100 assessed valuation and the operations and maintenance portion being $0.285502 per $100 assessed valuation.

Sponsors: Leonard

Attachments: Appendix A2 - FY19 Tax Rate Ordinance

4. 18-0563 Presentation, possible action, and discussion regarding an appointment to the Brazos Valley Solid Waste Management Agency, Inc. Board of Directors.

Sponsors: Smith

5. 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.

6. 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.

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on September 21, 2018 at 5:00 p.m.

Tanya Smith

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."

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	18-0617	**Version:** 1	**Name:**	Minutes	
Type:	Minutes		**Status:**	Consent Agenda	
File created:	9/11/2018		**In control:**	City Council Regular	
On agenda:	9/27/2018		**Final action:**		
Title:	Presentation, possible action, and discussion of minutes for: • September 5, 2018 Special • September 13, 2018 Workshop • September 13, 2018 Regular				
Sponsors:	Tanya Smith				
Indexes:					
Code sections:					
Attachments:	SM090518 DRAFT Minutes WKSHP091318 DRAFT Minutes RM091318 DRAFT Minutes				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion of minutes for:
• September 5, 2018 Special
• September 13, 2018 Workshop
• September 13, 2018 Regular

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: *N/A*

Budget & Financial Summary: None

Attachments:
• September 5, 2018 Special
• September 13, 2018 Workshop
• September 13, 2018 Regular

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MINUTES OF THE CITY COUNCIL SPECIAL MEETING
CITY OF COLLEGE STATION
SEPTEMBER 5, 2018

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick
Jerome Rektorik
Linda Harvell
Barry Moore
John Nichols
James Benham - absent

City Staff:

Jeff Capps, Interim City Manager
Carla Robinson, City Attorney
Tanya McNutt, City Secretary

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Special Meeting of the College Station City Council was called to order by Mayor Mooney at 7:00 p.m. on Wednesday, September 5, 2018 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

2. Public hearing, presentation, possible action and discussion on the City of College Station 2019 advertised ad valorem tax rate of $0.505841 per $100 valuation resulting in an increase in tax revenues. Also discussion and possible action on announcing the meeting date, time and place to adopt the tax rate.

Mary Ellen Leonard, Director of Finance, presented the first of two public hearings on the tax rate. The proposed tax rate of 50.5841 cents per $100 assessed valuation will generate $46,434,418 in taxes.

The certified property valuation totaled $9,487,074,377 billion, which is a total increase of $584,983,822 or approximately a 6.57% increase in value over last year. The effective tax rate is 47.8968 cents per $100 assessed valuation. The current tax rate is 49.75 cents per $100 assessed valuation, and the proposed tax rate is 50.5841 cents per $100 assessed valuation. If adopted, the

proposed tax rate per $100 of assessed valuation would be 50.5841 cents and would provide 22.0339 cents for debt service and 28.5502 cents for operations and maintenance. This tax rate meets the Debt Service requirements, and funds the proposed General Fund budget. The FY19 Budget reflects a .8341 cent per $100 assessed valuation tax increase related to the 5% Homestead exemption to provide property tax relief to permanent city residents and to shift a small portion of the tax burden off of permanent residents to other taxpayers in the community. Therefore, we are proposing that FY19 budgeted revenue be 2.5% over the FY18 yearend estimate or $29.9 million.

At approximately 7:05 p.m., Mayor Mooney opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 7:05 p.m.

Mayor Mooney announced that the second public hearing will be held on Thursday, September 13, 2018, and the Council will vote on the tax rate on Thursday, September 27, 2018 at 6:00 p.m. in City Council Chambers at City Hall.

3. <u>Adjournment.</u>

MOTION: There being no further business, Mayor Mooney adjourned the Special Meeting of the City Council at 7:06 p.m. on Wednesday, September 5, 2018.

_____
Karl Mooney, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
SEPTEMBER 13, 2018

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Present:
Karl Mooney, Mayor

Council:
Bob Brick
Jerome Rektorik
Linda Harvell
Barry Moore
John Nichols
James Benham

City Staff:
Jeff Capps, Interim City Manager
Jeff Kersten, Assistant City Manager
Carla Robinson, City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Mooney at 2:00 p.m. on Thursday, September 13, 2018 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 2:00 p.m. on Thursday, September 13, 2018 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
- McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas
- City of College Station v. Gerry Saum, Individually, and as Independent Executrix of the Estate of Susan M. Wood, Deceased; Cause No. 17-002742-CV-361; In the 361st District Court, Brazos County, Texas
- Maura Juarez Garcia v. Andres Garcia and City of College Station; Cause No. 18-000419-CV-85; In the 85th District Court, Brazos County, Texas.

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

The Executive Session recessed at 5:05 p.m.

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

No action was required from Executive Session.

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

Items 2c, 2g, and 2i were pulled from Consent for clarification.

2c): *Donald Harmon,* Public Works Director, stated that the project includes improvements to the safety and capacity at the FM 2154 and Holleman intersection. FM 2154 will be elevated to reduce the grade difference with the railroad crossing, and Holleman will be widened to accommodate dedicated right and left turn lanes in both directions. There will be new railroad and traffic signals. An Advanced Funding Agreement (AFA) is being developed for TXDOT participation in this project; COCS will manage design contract as well as utility relocation and TXDOT will manage bidding and construction. This project will be eligible for a future "Quiet Zone" at railroad crossings, which will may be applied for at a future date.

2g): *Alan Gibbs,* Assistant Director of Water Services, stated that this contract has already been executed but is coming before Council for ratification. This contract with Hawkwood Energy LLC is for the purchase pond water from the City's water wellfield property called Hanson South and is structured similarly to other similar contracts approved this year. The cost of $0.10 is within industries standards. He also gave clarification on the source of the water, recharge capabilities, and the risk of depletion, which is low.

2i): *Aubrey Nettles,* Special Projects Coordinator, stated that this franchise agreement is a housekeeping item after the proposed franchisee, Hawkwood Energy Midstream, purchased Halcon Energy, who had a current franchise agreement with the City. Hawkwood agrees to assume the costs of the pervious franchisee and shall pay to the City an annual franchise fee of $1.00 per linear foot of the pipeline franchise area, plus an annual fee of $1,000 for each road or street boring/crossing.

5. Presentation, possible action, and discussion to an amendment to Code of Ordinance for Fees for Alarms for Fire.

Eric Dotson, Fire Marshall, stated that the ordinance outlines changes to Chapter 12, "Emergency Management and Emergency Services" of the Code of Ordinances by enabling the Fire Department to charge a fee if a user has more than three false alarms in a twelve month period. The proposed false alarm fees are comparable to the Police Department false alarm fees that have been in place for several years.

The Police Department fees are as follows:

1. 1-3 false alarms $0.00
2. 4-5 false alarms $50.00 for each false alarm
3. 6-7 false alarms $75.00 for false alarm
4. 8 or more alarms $100.00 for each false alarm

The proposed Fire Department false alarm fees are:

1. 1-3 false alarms $0.00
2. 4-5 false alarms $85.00 for each false alarm
3. 6-7 false alarms $110.50 for false alarm
4. 8 or more alarms $143.65 for each false alarm

Mr. Dotson stated that these fees are calculated from the Texas Intrastate Fire Mutual Aid System guidelines of an engine and crew

Majority of Council was in support of the proposed false alarm fees.

6. Presentation, possible action, and discussion on an ordinance amending Chapter 2, "Administration," Article V, "Finance," Division 2 "Fees, Rates and Charges", Section 2-120 and Section 2-122 of the Code of Ordinances regarding Fire Department and Planning and Development Services afterhours inspection fees.

Eric Dotson, Fire Marshall, stated that this item is to allow a means for after hour inspections upon written request and approval from the Fire Marshal or Building Official for an after hour inspection in the case of extenuating circumstances. The proposed changes would allow the Fire Department and Planning and Development Services Department to charge a fee of $75 per hour for after hour inspection requests. After hours for both departments is defined as anytime other than Monday-Friday 8 a.m. - 5 p.m. The inspection fee of$75.00 per hour is per inspector with a 2 hour minimum charge.

Council directed staff to move forward of the proposed inspection fees.

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, Experience Bryan-College Station, Design Review Board, Economic Development Committee, FBT/Texas Aggies Go to War, Gulf Coast Strategic Highway Coalition, 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 Economic

Development, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Walk with the Mayor, YMCA, Youth Advisory Council, Zoning Board of Adjustments.

No meetings to report at this time.

9. Adjournment

There being no further business, Mayor Mooney adjourned the workshop of the College Station City Council at 5:29 p.m. on Thursday, September 13, 2018.

_____
Karl Mooney, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
SEPTEMBER 13, 2018

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Present:
Karl Mooney, Mayor

Council:
Bob Brick
Jerome Rektorik
Linda Harvell
Barry Moore
John Nichols
James Benham

City Staff:
Jeff Capps, Interim City Manager
Jeff Kersten, Assistant City Manager
Carla Robinson, City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Mooney at 6:00 p.m. on Thursday, September 13, 2018 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.

Proclamation declaring September 15th as Thank a Police Officer Day.

Mayor Mooney presented the proclamation and proclaimed September 15, 2018 as Thank a Police Officer Day. Present to accept the proclamation were members of the College Station Police Department.

Proclamation declaring September 17th through 23rd as Constitution Week.

Mayor Mooney presented the proclamation and proclaimed September 17-23, 2018 as Constitution Week. Present to accept the proclamation was the La Villita Chapter of the Daughters of the American Revolution.

Historic Marker 98 for 1106 Carolina, presented to Dr. Walden

Gerald Burgner, Historic Preservation Committee Chairperson, provided a brief overview of the Historic Marker program. Mayor Mooney and Linda Harvell presented Historical Marker 98 to Dr. Walden for a residence located at 1106 Carolina. Also present were members of the Historical Preservation Committee.

Hear Visitors Comments

James Benham, College Station, came before Council to honor the service and sacrifice of Marine Lance Cpl. Seth Huston.

Mary Fran Troy, College Station Library Advisory Committee Member, came before Council to voice her concerns about the 7 month closure of the Larry Ringer Library due to construction. Mrs. Troy said it unacceptable that the library will be closed for a full 7 months when she was told the library would only close intermittently during construction. . She also would like Council to find alternatives for the library services that the community relies on, such as book pick up and drop off.

Susan Adams, College Station, came before Council with her concerns surrounding the library closure that will last for 7 months. Mrs. Adams would like to see an alternative method for book pick up and drop off during that time.

CONSENT AGENDA

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

- **August 20, 2018 Budget Meeting**
- **August 21, 2018 Budget Meeting**
- **August 23, 2018 Workshop Meeting**
- **August 23, 2018 Regular Meeting**

2b. Presentation, possible action, and discussion regarding the approval of the professional design services contract with Kirksey Architecture for the design of a New City Hall building for an amount not to exceed $2,040,000.

2c. Presentation, possible action, and discussion on a professional services contract (Contract No. 18300627) with Binkley & Barfield in the amount of $382,122.55 for the professional engineering services related to the design of the FM 2154 and Holleman Intersection Project.

2d. Presentation, possible action, and discussion regarding the second renewal of the Janitorial Services Contract for City facilities and the Northgate District with Andrews Building Service, Inc. for $259,978.42.

2e. Presentation, possible action, and discussion on the consideration of Ordinance No. 2018-4038 amending Chapter 38, "Traffic and Vehicles," Article VI, "Traffic Schedules," Section 38-1003 "Traffic Schedule III, Stop Signs" of the Code of Ordinances by implementing a temporary all-way stop at the intersection of Keefer Loop and Rock Prairie Road West during construction of the Holleman Drive South construction project and after project completion and when the signs are removed the intersection reverts to its original state with no stop signs.

2f. Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Primoris T&D Services, LLC, for the construction of the Graham Road Substation in the amount of $4,256,573.44 T&D Services, LLC, plus owner furnished material of $1,768,599.67, for a total bonded project requirement of $6,025,173.11.

2g. Presentation, possible action, and discussion regarding the ratification of a contract for Hawkwood Energy LLC to purchase pond water from the City's water wellfield property called Hanson South.

2h. Presentation, possible action, and discussion regarding approval of the first renewal of the City's annual copy and print services blanket orders with estimated annual expenditures of: Alpha graphics (formerly Tops Printing) $80,000; Copy Corner $40,000. The total not to exceed amount is $120,000 for Copy and Print Services.

2i. Presentation, possible action, and discussion on the first reading on a non-exclusive Pipeline Franchise Ordinance for Oil or Gas operations with Hawkwood Energy Midstream, LLC to construct, operate, maintain, remove, replace and repair pipeline facilities, together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts.

2j. Presentation, possible action, and discussion regarding the second renewal of a contract for Annual Padmount Equipment Repair and Restoration with Utility Restoration Services Inc. in the amount of $256,384.

2k. Presentation, possible action, and discussion regarding the fiscal year FY 18 funding of $1,073,572 to the Phase II Systems dba Public Agency Retirement Services (PARS) OPEB Trust.

2l. Presentation, possible action, and discussion regarding approval of construction contract 18300633 with Hurricane Fence Company in the amount of $101,248.30 for replacing the security fencing at Water Wells 1, 2, and 3 facilities along Sandy Point Road.

2m. Presentation, possible action, and discussion concerning the passage and approval of Resolution No. 09-13-18-2m of the City of College Station, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division, regarding the Company's 2018 rate review mechanism filings and approving a settlement agreement with attached rate tariffs and proof of revenues.

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

1. Public Hearing, presentation, possible action, and discussion on the City of College Station 2019 advertised ad valorem tax rate of $0.505841 per $100 valuation resulting in an increase in tax revenues. Also discussion and possible action on announcing the meeting date, time and place to adopt the tax rate.

Mary Ellen Leonard, Director of Finance, presented the first of two public hearings on the tax rate. The proposed tax rate of 50.5841 cents per $100 assessed valuation will generate $46,434,418 in taxes.

The certified property valuation totaled $9,487,074,377 billion, which is a total increase of $584,983,822 or approximately a 6.57% increase in value over last year. The effective tax rate is 47.8968 cents per $100 assessed valuation. The current tax rate is 49.75 cents per $100 assessed valuation, and the proposed tax rate is 50.5841 cents per $100 assessed valuation. If adopted, the proposed tax rate per $100 of assessed valuation would be 50.5841 cents and would provide 22.0339 cents for debt service and 28.5502 cents for operations and maintenance. This tax rate meets the Debt Service requirements, and funds the proposed General Fund budget. The FY19 Budget reflects a .8341 cent per $100 assessed valuation tax increase related to the 5% Homestead exemption to provide property tax relief to permanent city residents and to shift a small portion of the tax burden off of permanent residents to other taxpayers in the community. Therefore, we are proposing that FY19 budgeted revenue be 2.5% over the FY18 yearend estimate or $29.9 million.

At approximately 6:36 p.m., Mayor Mooney opened the Public Hearing.

Mike Lee, College Station, stated that most people do not understand why the tax rate is constantly increasing. Mr. Lee explained that the tax value of your home is based on the property value that continues to rise; therefore, the city does not have to raise the tax rate for the owner to see an increase in the effective tax due to property values.

Michael Nibert, College Station, stated that he was agreement with the thoughts of Mike Lee and added that when increasing the tax rate the City should take into consideration its senior citizens.

There being no further comments, the Public Hearing was closed at 6:43 p.m.

Mayor Mooney announced that the Council will vote on the tax rate on Thursday, September 27, 2018 at 6:00 p.m. in City Council Chambers at City Hall.

2. Public Hearing, presentation, possible action, and discussion on the City of College Station FY2018-2019 Proposed Budget.

Mary Ellen Leonard, Finance Director, presented the Operations and Maintenance that are proposed at $252,279,750 and the Capital portion is proposed at $108,400,352 for a total proposed budget of $360,680,102. The FY2018-2019 Budget is scheduled to be adopted in Council Chambers on Thursday, September 27, at 6:00 p.m.

At approximately 6:44 p.m., Mayor Mooney opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 6:45 p.m.

3. Public Hearing, presentation, possible action, and discussion regarding Ordinance No. 2018-4039 vacating and abandoning a 0.138 acre, 15-foot wide Public Utility Easement lying within Lots 1-14, Block 3 of Tauber Addition, according to the plat recorded in Volume 133, Page 182, of the Deed Records of Brazos County, Texas.

Erika Bridges, Planning and Development, stated that this public utility easement abandonment accommodates the expansion of the existing St. Mary's church. There are currently no public utilities located within the easement. The 0.138 acre, 15-foot wide Public Utility Easement is located within Lots 1-14, Block 3 of Tauber Addition, according to the plat recorded in Volume 133, Page 182, of the Deed Records of Brazos County, Texas. Staff recommended approval of the ordinance.

At approximately 6:46 p.m., Mayor Mooney opened the Public Hearing.

Glenn Schroeder, College Station, stated that he is the Director of Administration at St. Mary's and has come before Council to answer any questions.

There being no further comments, the Public Hearing was closed at 6:47 p.m.

MOTION: Upon a motion made by Councilmember Rektorik and a second by Councilmember Moore, the City Council voted six (6) for and none (0) opposed, with Councilmember Nichols abstaining, to adopt Ordinance No. 2018-4039 vacating and abandoning a 0.138 acre, 15-foot wide Public Utility Easement lying within Lots 1-14, Block 3 of Tauber Addition, according to the plat recorded in Volume 133, Page 182, of the Deed Records of Brazos County, Texas. The motion carried unanimously.

4. Public Hearing, presentation, possible action, and discussion regarding Ordinance No. 2018-4040 amendment to Appendix A, "Unified Development Ordinance," Section 7.3.H "Number of Off-Street Parking Spaces Required" by amending certain sections relating to parking requirements.

Rachel Lazo, Planning and Development, stated as part of the 2017 Planning & Zoning Commission Plan of Work, two community engagement meetings were held on April 30th to gather input on various neighborhood protection proposals, including UDO Section 7.3, Off-Street Parking Standards. Attendees were able to provide feedback via paper surveys at both community engagement meetings and an online survey was also open for a period of two weeks following the meetings. At the Planning & Zoning Commission Workshop meeting on June 21, 2018, the Commission recommended to remove the cap of no more than four parking spaces for a single family dwelling unit in areas designated Neighborhood Conservation on the Future Land Use Map, but to keep this cap in place for all other areas. On June 28, 2018, City Council concurred with this direction and directed staff to bring back the attached ordinance amendment.

The Planning & Zoning Commission heard this item at their August 16th meeting and voted 4-1 to recommend approval.

At approximately 6:59 p.m., Mayor Mooney opened the Public Hearing.

Robert Rose, College Station, stated that large amount of concrete in neighborhoods could cause flooding and that the City should look at a requirement for permeable concrete or other materials that absorb water instead of causing increased amounts of runoff.

Anjel Helms, College Station, stated that she would like to preserve the character of the older neighborhoods, which have a lot of surface area, and allowing additional surface area to be paved is not the best solution.

There being no further comments, the Public Hearing was closed at 7:01 p.m.

MOTION: Upon a motion made by Councilmember Rektorik and a second by Councilmember Benham, the City Council voted six (6) for and none (1) opposed, with Councilmember Harvell voting against, to adopt Ordinance No. 2018-4040 amending Appendix A, "Unified Development Ordinance," Section 7.3.H "Number of Off-Street Parking Spaces Required" by amending certain sections relating to parking requirements. The motion carried unanimously.

5. Public Hearing, presentation, possible action, and discussion regarding Ordinance No. 2018-4041 amending Appendix "A", "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district for approximately 147 acres, generally located between State Highway 47, Raymond Stotzer Parkway, Turkey Creek Parkway and the City limit from PDD Planned Development District to PDD Planned Development District, Repealing Ordinance Number 2012-3448 adopted on or about September 27, 2012; providing a severability clause, declaring a penalty; and providing an effective date.

Alaina Helton, Planning and Development, stated that this request is to amend the terms and development standards of the BioCorridor PDD Planned Development District, covering approximately 147 acres that are generally located between State Highway 47, Raymond Stotzer Parkway, Turkey Creek Parkway and the City limit. The purpose of the BioCorridor Planned Development District is to provide a mixed-use zoning district that establishes a planned urban environment that promotes leading-edged international bio-technology. Each development thus far in the BioCorridor District has requested a variance of some type from the current standards of the ordinance. The proposed changes are intended to provide additional process and design flexibility for the District.

PDD Sections Proposed Changes

- Section 1.2.D.Use Table & Section 1.2.E.Prohibited Uses, to all "stand-alone multi-family on property with frontage on Turkey Creek Road".
- Section 1.3.Dimensional Standards, to increase the Maximum Building Setback to HSC Parkway ROW, and establishing minimum requirements and additional flexibility for building facades facing public streets.
- Section 3.Definitions, Add definition of Block Perimeter and Special District to provide clarification.
- Section 3.Definitions, Add definition of Special District Identification Sign and citing Appendix A-2.
- Section 4.4.Powers & Duties, Removing duty of the BioCorridor Board to make recommendations to City Staff…regarding improvements in the public realm that further the aesthetics, identity, and access to and within the BioCorridor PDD.
- Section 7.7.A.Sign Permits Required, regarding approval of Special District Signs in general conformance with Appendix A-2.
- Section.9.4.H.1 & 3. Parking Lots, allowing parking within 10 feet of a local street and 25 feet of a non-local street, with buffering requirements.
- Section 9.5.A.k.Bicycle Parking at Bus Stop Shelters, providing clarification regarding the location of bicycle parking.
- Section 9.6.G.Signs, adding references to Appendix A-2 for Special District Signs.
- Section 9.6.H.Sign Standards, Add reference to Appendix A-2 to Sign Table

- Section 9.8.C. Landscaping Requirements, clarifying language regarding tree measurements.
- Section 9.12.Drainage & Stormwater Management, clarifying submittal requirements for water quality improvements.
- Add Appendix A-2.

Recommendations

- College Station Planning & Zoning Commission recommended approval by a vote of 5-2. (September 13th)
- Bryan Planning & Zoning Commission recommended approval by a unanimous vote. (September 13th)
- Item scheduled for September 18th Bryan City Council meeting.

At approximately 7:40 p.m., Mayor Mooney opened the Public Hearing.

Matthew Doss, College Station, came before Council on behalf of his clients. His clients are opposed to removing standalone multi-family and single family from the list of prohibited uses. Infrastructure is not in place in the Biocorridor for standalone multi-family and the community would benefit more from business development in the area.

Robert Rose, College Station, stated his concerns on the maintenance of roadways and drainage near Turkey Creek and has concerns that the area is not designed for multi-family.

Spencer Clements, Traditions Acquisition Partnership, Bryan, stated that he is trying to make something better for this area, with a walkable and more urban feeling. Housing within our planned developing is what this area is in need of.

There being no further comments, the Public Hearing was closed at 7:49 p.m.

Mayor Mooney recessed the Regular at 8:07 p.m.

Regular reconvened at 8:24 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Nichols, the City Council voted six (6) for and none (0) opposed, with Councilmember Moore abstaining, to approve the amendment to the PDD Ordinance No. 2018-4041 to amend Sec. 1.2.d to add the language "Stand-alone multi-family on property located between Turkey Creek Road and the proposed Atlas Pear Drive extension" and to amend Sec. 1.2.e to add to the prohibition, "Multi-Family not part of a mixed used development except as otherwise allowed in Sec. 1.2.d." The motion carried unanimously.

The remaining sections are being sent back to the BioCorridor Board for review.

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.

Mayor Mooney requested a future agenda item on the various materials permitted to be used as paving or parking surfaces as it may impact the comp plan review.

Mayor Mooney requested a future agenda item on the BioCorridor Review Board and their duties to determine the necessity of the body.

Councilmember Brick requested a future agenda item to discuss the possible new options regarding the boundaries of, and a number of unrelated residents permitted in the new "Middle Housing" zoning district, and in existing private homes being rented in whole or by the room.

7. <u>Adjournment.</u>

There being no further business, Mayor Mooney adjourned the Regular Meeting of the City Council at 8:31 p.m. on Thursday, September 13, 2018.

_____
Karl Mooney, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

Legislation Details (With Text)

File #:	18-0508	**Version:** 1	**Name:**	Traffic Signal Cabinet Purchase	
Type:	Bid Award		**Status:**	Consent Agenda	
File created:	7/23/2018		**In control:**	City Council Regular	
On agenda:	9/27/2018		**Final action:**		
Title:	Presentation, possible action, and discussion on a BuyBoard Contract purchase for traffic signal cabinets from Paradigm Traffic Systems Inc. for $138,750.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	PO#18206477				

Date	Ver.	Action By	Action	Result

Presentation, possible action and discussion on a BuyBoard Contract purchase for traffic signal cabinets from Paradigm Traffic Systems Inc. for $138,750.00.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

Recommendation(s): Staff recommends approving the purchase of the traffic signal cabinets.

Summary: The ITS Master Plan includes the purchase of signal cabinets to replace the older cabinets in the system that does not fully support the latest traffic technology. The cabinets are on BuyBoard Contract # 524-17. These cabinets will be replaced by City staff as time and traffic conditions permit. This purchase is a continuation of the ITS Traffic Master Plan regarding replacement of the older TS-1 cabinets. The new TS-2 traffic signal cabinets will provide more flexibility for better traffic signal control with the new Intelligent Transportation System.

Budget & Financial Summary: Funds are budgeted and available in the Streets Capital Improvement Fund.

Attachments: Purchase Order

Purchase Order Type NORMAL Fiscal Yr 2018 12 PO# 18206477
Batch BSW PO Date 09/11/2018

Requisition	0000000		
Department Code	PWS	Public Works Department	
Allocation Code	00000000		
Buyer ID	bwhittenton	Brandi Whittenton	
Needed By Date			
General Commodity			
Vendor	002899	PARADIGM TRAFFIC SYSTEMS, INC. PO BOX 5508 ARLINGTON, TX 76005	
Ship To Address	PWS	PUBLIC WORKS ADMIN PO Box 9960 300 Krenek Tap Rd College Station, TX 77842	
Ship To Email			
Ship To Reference			
Shipping Method	Destination		
Bill To Address	INV	ATTN: Accounts Payable	
Bill To Email	VendorInvoiceEntry@cstx.gov		
		City of College Station PO Box 9973 College Station, TX 77842	
PO Description	15 Traffic Signal Cabinets		
Special Handling	NONE	Status Allocated	Distribution 1
Contract			
Review Code	BW	Brandi Whittenton, Buyer	

Total PO Amount	$138,750.00
Liquidated	$ 0.00
Canceled	$ 0.00
Open Encumbrance	$138,750.00

General Notes

BuyBoard contract pricing hereby applies to this purchase order. Contract No. 524-17

Reference Quote #Q23177LS as attached.

General Notes

Purchase Order standard terms and conditions (attached) shall apply to this purchase.

Line Item Details

Line 001 Commodity

Req	Qty 15.00	UOM EACH	Unit Price 14000.00000
% Disc 0.00	Credit ********	Freight	0.00
		Line Item Total	$138,750.00
Qty Received	0.00	Liquidated	$ 0.00

Qty Canceled 0.00 Canceled $ 0.00
Line Item Open Encumbrance $138,750.00

Description
16 Position Base Mount NEMA Cabinet (PTSI P44COB) Base Mount P Cabinet, with: 1 Ea Riser Base, 10" 16 Ea EDI Load Swiches 8 Ea Flash Transfer Relays 4 Ea EDI BBU's 1 Ea EDI Flasher 1 Ea Power Cable Adapter, TS

Description Notes

15 - Controller Credit (COB21100110009) at $3,100 ea for a total credit of ($46,500).

15 - MMU Credit (MMU2-16LEIP) at $957.00 ea for total credit of ($14,355.00)

15 - Repeat Customer Discount at $693.00 ea for total credit of ($10,395.00)

Department	PWS	1099 Box	Capital AssetY	Needed By
Quote	Bid			

Allocation Details

Org	Obj	Proj	Description	Encumbered Amt	Bud
41399971	6572				
			STCIP-CIP-Cap-Mach	$138,750.00	U
			Liquidated	$ 0.00	
			Canceled	$ 0.00	
			Allocated Open Encumbrance	$138,750.00	

USER DEFINED FIELDS

Bid/RFP Number:
Legacy PO Number:
Purchasing Co-op: BB

** END OF REPORT - Generated by Brandi Whittenton **

PARADIGM Traffic Systems

9001 Jameel, Suite 130 Houston, TX 77040
713-864-7545– fax 713-864-7588
www.paradigmtraffic.com

QUOTATION

TO: City of College Station
300 William King Cole Dr
College Station, Texas 77842
attn: Garrett Martinek
ph: 979-764-3734
fax: 979-764-6253

RFQ: BuyBoard Contract # 524-17
Public Safety, Fire House Supply Equipment
Traffic Signals
512-467-0222 ph
800-211-5454 fax

DATE	SLSMN	DELIVERY	FREIGHT	SHIP VIA	F.O.B.	TERMS	QUOTE #
7/26/18	LS	60-90 Days ARO	PPD & Allowed	Best Way	Destination	Net 30	Q23177LS

ITEM	QTY	DESCRIPTION	PRICE	TOTAL
1	15	16 Position Base Mount NEMA Cabinet (PTSI P44COB) Base Mount P Cabinet, City of College Station Specs, with 1 Ea Riser Base, 10" 16 Ea EDI Load Swiches 8 Ea Flash Transfer Relays 4 Ea EDI BBU's 1 Ea EDI Flasher 1 Ea Power Cable Adapter, TS-2 Type 1 to Type 2 **NOTE: No Controller or MMU included** Modifications LED Cabinet Light in place of Flourscent Light One LED Light Mounted under Pullout Drawer 6 Preempt Inputs on Back Panel One Extra Convienance Outlet	$14,000.00	$210,000.00
2	15	Controller Credit (COB21100110009)	($3,100.00)	($46,500.00)
3	15	MMU Credit (MMU2-16LEIP)	($957.00)	($14,355.00)
4	15	Repeat Customer Discount	($693.00)	($10,395.00)
		NOTE: Purchase Orders MUST be processed through **WWW.BUYBOARD.COM**		
			TOTAL	$138,750.00

Thank you for the opportunity to submit a proposal to you on this equipment. **Please reference this quotation (by QTE number) when placing order.** If you have any questions please call or send a fax to me.
This quote is valid for 60 days. Thereafter it is subject to change without notice.

23177LS.xlsx, quote (Revised)

OFFERED BY:

Lance Shannon
Paradigm Traffic Systems, Inc.
Federal ID# 75-2520341

CITY OF COLLEGE STATION
PURCHASE ORDER STANDARD TERMS AND CONDITIONS

1. **ACCEPTANCE**: Acceptance of this order must be without qualifications. CITY hereby objects to and will not be bound by any different or additional terms and conditions contained in the acceptance unless each such different or additional term is expressly agreed to in writing by CITY. Vendor's action in (a) accepting this order, (b) delivering materials, or (c) performing services called for hereunder shall constitute an acceptance of the terms and conditions below and on this order.

2. **CHANGES/QUANTITIES**: No changes may be made in this order without written authorization of the CITY. Ship exact quantities ordered except in instances where this is impractical such as material in bulk, uneven lengths, etc., in which case nearest amount available and not exceeding specified quantity is acceptable.

3. **INVOICES/DISCOUNTS**: Invoice must be submitted by Vendor in duplicate to the City of College Station, Accounting Dept., P.O. Box 9973, College Station, Texas 77842-0973. If invoices are subject to a cash discount, discount period to be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice. All invoices to be paid in full within 30 days after satisfactory delivery and billing unless otherwise specified or mutually agreed upon before this order was placed. The City of College Station will not be liable for payment of invoices received six (6) months after order completion (defined as "Acceptance").

4. **TAXES**: This purchase order when properly executed by the CITY serves as a tax exemption certificate in that the CITY, as a municipality, claims an exemption from payment of State Sales and Federal Excise taxes. These taxes must not be included on invoice. For **Community Development** contracts entered into between the successful contractor and homeowner, contractor shall pay all applicable taxes on material (i.e. material is not tax exempt).

5. **PATENTS**: Upon acceptance of this order, the vendor agrees to protect the CITY from any claim involving patent right infringements, copyrights, or sale franchises.

6. **SHIPPING**: All shipments to be prepaid. Where specific purchase is negotiated F.O.B. shipping point, the vendor is to prepay shipping charges and add to invoice. In shipments made direct by vendor's supplier, vendor is required to notify his supplier to prepay shipments.

7. **RISK OF LOSS**: Risk of loss, damage or destruction of the materials covered by this order shall be borne by the Vendor until delivery in good condition of conforming products at the F.O.B. point designated on this order. Any rejected goods shall be at the Vendor's risk until returned to Vendor, at Vendor's expense, or otherwise disposed of as Vendor shall reasonably request.

8. **DELIVERIES:** All deliveries to be made to the CITY's Central Receiving location at 1601 Graham Road unless otherwise specified on the face of this order. Deliveries will be accepted only during normal working hours on normal working days (8 a.m.-5 p.m., Monday through Friday). Unless otherwise indicated, items received must be new and in first class condition and if type of materials normally packaged for protection and convenience in storage, shall be in proper container. All services performed shall conform to the quality and workmanship of the accepted standards in the industry.

9. **VERBAL ORDERS**: The terms and conditions on this form also apply to emergency and rush orders placed verbally with vendors already familiar with these terms and conditions, in which case a confirming purchase order stamped "CONFIRMATION" will be forwarded to the vendor.

10. **CANCELLATIONS**: The CITY reserves the right to cancel purchase orders for failure on the part of the vendor to deliver as promised, or within a reasonable time if no delivery commitment is made unless acceptable notification of delay is given to the CITY by the vendor.

11. **INDEMNIFICATION AND INSURANCE: VENDOR INDEMNIFIES, DEFENDS AND HOLDS CITY AND ITS AGENTS HARMLESS FROM ANY LIABILITY, INJURY, CLAIM, EXPENSES INCLUDING ATTORNEY'S FEES ARISING OUT OF THIS PURCHASE ORDER. CERTIFICATES OF INSURANCE MAY BE REQUIRED AS DETERMINED BY CITY AND MAY INCLUDE ONE OR MORE OF THE FOLLOWING: COMMERCIAL GENERAL, AUTO, WORKERS COMPENSATION AND PROFESSIONAL LIABILITY.**

12. **PERSONAL INTEREST:** Vendor agrees to abide by all applicable law regarding conflicts of interest, prohibition of personal interest and related matters including adherence to Chapter 171. Regulation of Conflicts of Interest of Officers of Municipalities, Counties, and certain other local governments; and Chapter 176 Disclosure of Certain Relationships with Local Government Officers, providing Public Access to Certain Information of the Texas Local Government Code.

13. **GOVERNING LAW:** This Purchase Order shall be governed in accordance with the laws of the State of Texas. Venue shall lie in Brazos County.

14. **NO BOYCOTT ISRAEL:** To the extent this transaction is considered a contract for goods or services subject to § 2270.002 Texas Government Code, Vendor verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of the provision of such goods or services.

Legislation Details (With Text)

File #:	18-0558	**Version:** 1	**Name:**	Xpedient Mail Renewal	
Type:	Presentation		**Status:**	Consent Agenda	
File created:	8/23/2018		**In control:**	City Council Regular	
On agenda:	9/27/2018		**Final action:**		
Title:	Presentation, possible action, and discussion regarding renewing the Xpedient Mail contract for printing and mailing services in the amount of $230,000.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	Contract 15300340 Xpedient Mail Ren2				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding renewing the Xpedient Mail contract for printing and mailing services in the amount of $230,000.

Relationship to Strategic Goals:

- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of renewing the contract with Xpedient Mail.

Summary: July 2015, a formal request for proposal process was conducted to select a vendor to provide utility bill printing and mailing services. Xpedient Mail was selected out of the twelve (12) responses received and the initial contract term was approved by City Council on September 21, 2015. The contract has since been renewed for two (2) more years without any requests to increase the original unit bid prices. The City is invoking a general exemption to the competitive bidding process and renew the contract with Xpedient Mail for another one (1) year term. It is in the City's best interest to renew the contract with Xpedient Mail to allow the City to continue moving forward with implementing the newest version of the Munis utility billing module without further delays as the coding for the billing statement between Munis and Xpedient is complete. Xpedient Mail has been working with the City to accommodate the system change by making modifications to their software.

Budget & Financial Summary: FY 2019 actual expenses will depend upon the volume of utility bills, late notices and inserts that are produced and mailed to customers. Funds are budgeted and available in the Utility Customer Service and the Public Communications budget.

Reviewed and Approved by Legal: Yes

Attachments: Contract is available for review at the City Secretary's office.

RENEWAL 3 ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract 15300340 for Printing, Inserting and Mailing Utility Bills in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Two Hundred Thirty Thousand and No/100 Dollars ($230,000.00).

I understand this renewal term will be for the period beginning October 1, 2018 through September 30, 2019.

Xpedient Mail

By: _____
Printed Name: Brandon Warlick
Title: President
Date: 08/16/2018

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Asst. City Manager/CFO
Date: _____

Legislation Details (With Text)

File #:	18-0581	**Version:** 1	**Name:**	FY19 Exemptions	
Type:	Presentation		**Status:**	Consent Agenda	
File created:	8/30/2018		**In control:**	City Council Regular	
On agenda:	9/27/2018		**Final action:**		
Title:	Presentation, possible action, and discussion to authorize expenditure of funds for FY 2019 for items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than $100,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	2019 Exemptions List Over $100K				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion to authorize expenditure of funds for FY 2019 for items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than $100,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.

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

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

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

Budget & Financial Summary: Funds are either available or budgeted for each of the listed purchase requests in the fiscal year 2018-2019 budget in various funds of the City, or if necessary, will be made available by proposing an appropriate budget amendment or contingency transfer.

Attachments:

1. List of FY19 Annual Exemptions

powered by Legistar™

2019 Annual Exemptions

	FY 2018 Approved	FY 2019 Request
LGC 252.022 (a)(7)(D) - Captive replacement parts or components for equipment; computer software/hardware maintenance; equipment lease/maintenance		
Tyler Technologies (MUNIS Product Maintenance and Services) *MUNIS is the City's Enterprise Resouce Planning (ERP) system.*	$238,404.00	$240,000.00
TriTech (Inform Product Maintenance) *Annual maintenance fees for the Computer Aided Dispatch and automated Records Management System (CAD/RMS) used by Police and Fire Dispatch.*	$221,000.00	$230,000.00
LGC 252.022(a)(7)(c) - Gas, water and other utility services		
City of Bryan (utilities for wells and pump station)	$1,000,000.00	$1,000,000.00
Frontier (Local/Long Distance Phone Service)	$140,000.00	$140,000.00
Entergy (Well 8 & Well 9electrical power) Well 9 is a new addition.	$150,000.00	$250,000.00
Expenditures pursuant to established interlocal agreements (ILA's) with various agencies		
ILA with BVSWMA *This expense is for landfill disposal fees.*	$1,650,000.00	$1,650,000.00
ILA with Brazos Central Appraisal District *This is the City's portion of the funding of the Brazos Central Appraisal District. FY19's Increase is related to health insurance, salaries, equipment replacement and anticipated additional legal expenses.*	$341,427.00	$383,420.00
ILA with City of Bryan (library services) *Interlocal agreement with the City of Bryan for the management of the Larry J. Ringer Library. The library is owned by the COCS but is managed (O&M) by the City of Bryan.*	$1,207,772.00	$1,191,579.00
ILA with National Intergovernmental Purchasing Alliance (NIPA) for Office Depot (office supplies and equipment) *All products and services available through NIPA cooperative contracts have been competitively solicited and publicly awarded utilizing industry best practices, processes and procedures. Office Depot has a local store and two-day delivery for orders placed online.*	$120,000.00	$120,000.00
Brazos County Health Department *This expense is for the City's portion of the funding of the Brazos County Health Department.*	$359,150.00	$395,065.00
Preferred Access Funding Agreement with BV Convention and Visitors Bureau *In FY13, the COCS entered into an agreement with the B/CS CVB and TAMU. As part of the effort to pay for the renovation of Kyle Field, TAMU, the COCS, the B/CS CVB and Brazos County worked to secure local funding through the Hotel Occupancy Tax for the project. A 0.75% Countywide Hotel Occupancy Tax was approved by the State Legislature and was signed by the Governor for the project. Also, a portion of the current COCS HOT tax from visitors who stay at CS hotels is being utilized through a Facilities Access Agreement that provides access to certain facilities at TAMU at preferred rates for events that will bring more visitors and tourists to the community. This exemption item is for the annual payment that is made as a result of this agreement.*	$700,000.00	$700,000.00
Expenditures for mandated state fees		
TCEQ (inspections/assessments, permitting fees - W/WW) *Oversees all permitting, planning and monitoring of the state's water resources. These are mandated fees and the amounts requested each fiscal year are best estimates.*	$175,000.00	$175,000.00
BV Groundwater Conservation District - Assessment fees *These are mandated fees that are based on the amount of groundwater the City pumps. There is no rate increase; however, more pumping is anticipated due to increased poplulation.*	$210,000.00	$220,000.00

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	18-0591	**Version:** 1	**Name:**	FY 19 Fee Resolution	
Type:	Presentation		**Status:**	Consent Agenda	
File created:	8/31/2018		**In control:**	City Council Regular	
On agenda:	9/27/2018		**Final action:**		
Title:	Presentation, possible action, and discussion on resolution adopting fees, rates and charges as provided by Chapter 2 “Administration”, Article V “Finance” Division 2 “Fees, Rates and Charges” of the Code of Ordinances.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	Update Summary for Council - Revised FY 18-19 Fees Rates and Charges Resolution 9-18-18.pdf				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion on resolution adopting fees, rates and charges as provided by Chapter 2 “Administration”, Article V “Finance” Division 2 “Fees, Rates and Charges” of the Code of Ordinances.

Relationship to Strategic Goals: Good Governance

Recommendation(s): Staff recommends the City Council approve the resolution adopting the Fees, Rates and Charges for Fiscal Year 2018-2019.

Summary:

All fees, rates and charges in the Code of Ordinances are adopted by resolution of the City Council as provided in Sec. 2-117 of the Code. Each year with the budget the Council adopts a new resolution to keep fees, rates and charges current.

Budget & Financial Summary: Detail of revenue history and budget estimates by major fund can be found in the Fiscal Year 2018-2019 budget document at appendix D-1.

Attachments:

1. Fee Resolution
2. Update Summary

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INTEROFFICE MEMORANDUM

TO:	CITY COUNCIL
FROM:	MARY ELLEN LEONARD, CPA, FINANCE DIRECTOR
SUBJECT:	FY19 FEE RESOLUTION CHANGES
DATE:	SEPTEMBER 27, 2018
CC:	JEFF CAPPS, INTERIM CITY MANAGER
	JEFF KERSTEN, ASSISTANT CITY MANAGER

As requested, this memo outlines the fee changes to the Municode Consolidated Fee Resolution included on the September 27, 2018 Consent Agenda. Clean up items related to wording and numbering are not included in this memo.

- **Sec. 2-120. Fire Department Services**
  - Added: Fire Department Burn Permit Fee – Ten Day Commercial Burn Permit **$500.00** and Ten Day Residential Burn Permit **- $50.00**
  - Added: Fire Department after hours Fee – (after hours means anytime other than Monday – Friday 8 AM – 5 PM) inspection - **$75.00 per hour, per inspector with a two hour minimum charge.**

- **Sec. 2-121. Public Works Department Services**
  - Deleted: Entire section. Related to fees for collection of animal carcasses from the offices of veterinarians.

- **Sec. 2-122. Planning and Development Services**
  - Added: Planning and development after hours Fee – (after hours means anytime other than Monday – Friday 8 AM – 5 PM) inspection - **$75.00 per hour, per inspector with a two hour minimum charge.**

- **Chapter 10 Cemeteries. Article II. City Owned or Maintained Cemeteries**
  - **Sec. 10-25(e). Purchase options.**
    - Updated: All fees incremented annually by Parks personnel.

- **Chapter 12 Emergency Management and Emergency Services. Article IV. Alarm Systems**
  - **Sec. 12-113(b). False Alarms.**
    - Updated for ordinance approved by Council on 9/27/18.

- **Chapter 32 Parks and Recreation. Article II. Public Conduct in Parks and Recreational Areas Division 2. Use Permits**
  - **Sec. 32-62 (6). Application procedure.**
    - Updated General Fund User Fees: All fees incremented annually by Parks personnel. Effective January 1, 2019
    - Updated Rec Fund User Fees: All fees incremented annually by Parks personnel. Effective January 1, 2019

- **Chapter 40 Utilities. Article II. Water and Sewer Service. Division 2 Rates, Usage Charges and Fees**
  - **Sec. 40-65. Rates for sewerage service.**
    - Updated all fees for proposed 5% rate increase that is proposed to go into effect on October 1, 2018 including the 50% surcharge for the Brazos County Municipal Utility District #1.

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, ESTABLISHING THE FEES, RATES AND CHARGES AS AUTHORIZED IN CHAPTER 2 "ADMINISTRATION", ART. V. "FINANCE", DIV. 2 "FEES, RATES AND CHARGES" OF THE CODE OF ORDINANCES; AND REPEALING PRIOR FEES, RATES AND CHARGES FOUND IN RESOLUTION 08-10-17-2q AND ANY SUBSEQUENT RESOLUTIONS AMENDING RESOLUTION 08-10-17-2q.

WHEREAS, the Code of Ordinances, City of College Station, Texas contains substantially all ordinances compiled, adopted and approved by the College Station City Council; and

WHEREAS, Chapter 2 "Administration", Art. V. "Finance", Div. 2 "Fees, Rates and Charges" of the Code of Ordinances, City of College Station, Texas requires all fees, rates and charges be adopted by resolution; now therefore,

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

PART 1: That the City Council has approved, authorized and established the fees, rates and charges as provided by Chapter 2 "Administration", Art. V. "Finance", Div. 2 "Fees, Rates and Charges" of the Code of Ordinances, City of College Station, Texas, and as shown in **Exhibit A, "Fees, Rates and Charges"**.

PART 2: That reference to a Chapter, Article, Division or Section in **Exhibit A, "Fees, Rates and Charges"** shall be considered a reference to the same Chapter, Article, Division or Section from the Code of Ordinances, City of College Station, Texas.

PART 3: That the City Council hereby repeals **Resolution 08-10-17-2q and any subsequent resolutions amending Resolution 08-10-17-2q** establishing any fees, rates or charges as are established in **Exhibit A, "Fees, Rates and Charges".**

PART 4: That this resolution shall become effective immediately after passage and approval.

ADOPTED this ___ day of _____, 2018.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

EXHIBIT A
FEES, RATES AND CHARGES

CHAPTER 2: ADMINISTRATION

1. Article V. Finance
Division 2. Fees, Rates and Charges

a. Sec. 2-118. Service fees for credit card payments.

i. Service fee established. The fee for a payment by a card for a fee, fine, court cost, or other charge shall be set as **$3.00** per transaction as established in Section 2-117.

b. Sec. 2-119. Police Department Services.

i. Police Escorts. **$50.00** per hour per each officer.
ii. Livestock Permit Fee. – **$35.00**

c. Sec. 2-120. Fire Department Services

i. Requests for incident reports prepared by the Fire Department.
ii. Mileage charges for Fire Department services outside the City limits will be in accordance with the IRS Standard Mileage Rates and may change from time to time. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus **$20.00** for travel time.
iii. Fire Department inspections of day care centers. - **$50.00**
iv. Fire Department inspections of foster homes. - **$30.00**
v. Fire Department inspections of nursing home facilities. - **$150.00**
vi. Fire Department inspections of health care facilities. - **$150.00**
vii. Automatic hood tests performed by the Fire Department. - **$50.00**
viii. Fire Department inspections of automatic fire alarm systems. **$100.00** for up to 25 devices, each 100 thereafter or fraction of at **$100.00/100**
ix. Fire Department testing of underground fire lines. - **$100.00**
x. Fuel tank testing performed by the Fire Department. - **$100.00**
xi. Fuel line leak testing performed by the Fire Department. - **$100.00**
xii. Fire sprinkler system testing performed by the Fire Department. **$125.00** for up to 100 heads, each 100 thereafter or fraction of at **$50.00/100**
xiii. Fire Department inspections of a hospital's initial opening. - **$250.00**
xiv. Fire Department Burn Permit Fee – Ten Day Commercial Burn Permit **$500.00** and Ten Day Residential Burn Permit **- $50.00**
xv. Fire Department after hours (after hours means anytime other than Monday – Friday 8 AM – 5 PM) inspection - **$75.00 per hour, per inspector with a two hour minimum charge.**
xvi. The provision of emergency medical services without transportation.
xvii. The provision of emergency medical services basic life support (BLS) with transportation from a location within the corporate limits of College Station to a location within Brazos County. - **$650.00** base fee plus **$15.00** per loaded mile

xviii. The provision of emergency medical services basic life support (BLS) with transportation from a location outside the corporate limits. - **$650.00** base fee per individual transported plus **$18.00** per loaded mile

xix. The provision of emergency medical services basic life support (BLS) with transportation to a location outside of Brazos County. - **$650.00** base fee per individual transported plus **$18.00** per loaded mile

xx. The provision of emergency medical services advanced life support (ALS1) with transportation from a location within the corporate limits of College Station to a location within Brazos County. - **$850.00** base fee plus **$15.00** per loaded mile

xxi. The provision of emergency medical services advanced life support (ALS1) with transportation from a location outside the corporate limits. - **$850.00** base fee plus **$15.00** per loaded mile

xxii. The provision of emergency medical services advanced life support (ALS1) with transportation to a location outside of Brazos County. - **$850.00** base fee plus **$15.00** per loaded mile

xxiii. The provision of emergency medical services advanced life support, level 2 (ALS2) with transportation from a location within the corporate limits of College Station to a location within Brazos County. - **$950.00** base fee plus **$15.00** per loaded mile

xxiv. The provision of emergency medical services advanced life support, level 2 (ALS2) with transportation from a location outside the corporate limits. - **$950.00** base fee plus **$18.00** per loaded mile

xxv. The provision of emergency medical services advanced life support, level 2 (ALS2) with transportation to a location outside of Brazos County. - **$950.00** base fee plus **$18.00** per loaded mile

xxvi. The provision of emergency medical services without transportation to a location outside the corporate limits of College Station. - **$100.00**

xxvii. Administrative fees and reimbursement fees for supplies and medications.

1. The provision of BLS, ALS1 or ALS2 services with transportation when oxygen is used shall be charged an **$85.00** supply fee to cover oxygen costs.
2. The provision of BLS services with transportation shall be charged a **$150.00** supply fee to cover single patient use items.
3. The provision of ALS1 or ALS2 services with transportation shall be charged a **$300.00** supply fee to cover single patient use items.

xxviii. Emergency and rescue services.

d. Sec. 2-122. Planning and Development Services Department.

The development application and permit fees in this section are adjusted on January 1, 2019 based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics and will be added as an amendment to this section. .

i. Building permit fees for structures requiring a building permit:

1. Building Permit Fee Schedule

Estimated Construction Valuation	**Permit Fee**
$0.00 to $1,000	$30.63
$1,001 to $50,000	$30.63 for the first $1,000 valuation plus $5.11 for each additional $1,000 valuation or fraction thereof up to $50,000 valuation
$50,001 to $100,000	$280.78 for the first $50,000 valuation plus $4.08 for each additional $1,000 valuation or fraction thereof up to $50,000 valuation
$100,001 to $500,000	$484.98 for the first $100,000 valuation plus $3.06 for each additional $1,000 valuation or fraction thereof up to $500,000 valuation
$500,001 and up	$1710.18 for the first $500,000 valuation plus $2.04 for each additional $1,000 valuation thereafter

2. Re-inspection fee. - **$100.00**

ii. Electrical permit fees.
- **1.** Repair and alteration electrical permit. - **$40.84**
- **2.** Residential electrical permit. – $**40.84** minimum base fee for the first 1,000 square feet of the building area plus **$0.02** per square foot over 1,000 square feet
- **3.** Commercial electrical permit. - $**40.84** minimum base fee for the first 1,000 square feet of the building area plus **$0.02** per square foot over 1,000 square feet
- **4.** Temp Poles base fee **$30.63** (Bryan Texas Utilities): **$30.63** base fee plus **$45.95** connection fee (College Station Utilities)
- **5.** Re-inspection fee. - **$100.00**

iii. Mechanical permit fees.
- **1.** Mechanical permit. - **$30.63** base fee for the first $1,000 valuation plus $5.11 for each additional **$1,000** valuation (or fraction thereof)

2. Re-inspection fee. - **$100.00**

iv. Plumbing permit fees.

1. Basic plumbing permit. - **$30.63** base fee plus additional charges

2. Additional charges for the following:

a. Water closet. - **$5.11**
b. Water heaters. - **$5.11**
c. Lavatories. - **$5.11**
d. Kitchen sinks. - **$5.11**
e. Bar-slop sinks. - **$5.11**
f. Bathtubs. - **$5.11**
g. Showers. - **$5.11**
h. Drinking fountains. - **$5.11**
i. Urinals. - **$5.11**
j. Independent waste. - **$5.11**
k. Sand traps. - **$5.11**
l. Grease traps. - **$5.11**
m. Hose bibs. - **$5.11**
n. Dishwasher. - **$5.11**
o. Laundry tray. - **$5.11**
p. Floor drains. - **$5.11**
q. Septic tank. - **$5.11**
r. Water service or replacement. - **$5.11**
s. Sewer collection or replacement. - **$5.11**
t. Heater (vented). - **$5.11**
u. Washing machine. - **$5.11**
v. Any plumbing fixture - **$5.11**

3. Gas permit.

a. Base fee. - **$30.63**
b. Gas Piping. - **$5.11** up to four gas outlets, **$1.02** for each outlet over four

4. Re-inspection fee. - **$100.00**

v. Lawn sprinkler permit fees.

1. Lawn sprinkler irrigation permit. - **$30.63**
2. Re-inspection fee. - **$100.00**

vi. Miscellaneous permit fees.

1. Demolition permit. - **$51.05**
2. Moving permit. - **$102.10**
3. Location permit. - **$51.05**
4. Solar panels. See Building Permit Fee Schedule.

vii. Contractor registration fee. - **$61.26**

viii. Oil and gas development application fees.

1. Application fee. - **$6,187.26**
2. Annual permit renewal fee. - **$2,062.42**
3. Abandonment fee. - **$2,062.42**
4. Consultant fee. - **Contracted Fee**
5. Contract inspector fee. – **Contracted Fee**

6. Road maintenance agreement fee. - **As Calculated**
7. Seismic survey permit fee. – **$5,156.05**

ix. Municipal Utility District fees.

1. Fee to process petition to create district. - **$30,895.46**
2. Fee to process petition to acquire or annex land. - **$30,895.46**
3. Infrastructure plan review and inspection fee (Including ETJ). - **One and one half percent (1.5%) of infrastructure cost ($612.60 minimum)**

x. After hours (after hours means anytime other than Monday – Friday 8 AM – 5 PM) inspection - **$75.00 per hour, per inspector with a two hour minimum charge.**

xi. Planning and Development Services Fees as Authorized by Appendix A-12-3.2- C-3.

1. Administrative Adjustment - **$102.10**
2. Alternative Parking Plan - **$102.10**
3. Banner Permit - **$210.00**
4. Comprehensive Plan Amendment - **$1,266.04**
5. Conditional Use Permit - **$1,266.04**
6. Construction Board of Adjustments - **$520.71**
7. Design Review Board - **$387.98**
8. Development Permit/Public Infrastructure Review and Inspection Fee - One and one half percent **(1.5%)** of infrastructure cost **($612.60** minimum)
9. Re-inspection Fee (applies to all inspection types) - **$100.00**
10. Final Plat or Development Plat - **$1,010.79**
11. Final plat (minor or amending) - **$765.75**
12. License to Encroach - **$827.01**
13. PDD Amendment - Staff Review Only - **$193.99**
14. PDD Amendment - P&Z/Council Review - **$347.14**
15. Private Improvement in the Public R-O-W (PIP) Permit - **$387.98**
16. Portable Storage Container Permit Fee - **$50.00**
17. Preliminary Plan - **$1,010.79**
18. Rezoning (Including PDD and P-MUD) - **$1,266.04**
19. R-O-W/Easement Abandonment - **$765.75**
20. Sign Permit (except for banners) - **$72.00** permit fee plus **$80.00** review fee
21. Site Plan - **$1,010.79**
22. Minor Site Plan - **$387.98**
23. Waiver or Variance – Subdivision Regulations - **$255.25**
24. Written Interpretation - **$122.52**
25. Zoning Board of Adjustment - **$387.98**
26. Zoning Letter - **$102.10**
27. Non-Residential Architectural (NRA) Review* - **$387.98** - *Excludes existing projects involving painting only
28. Returned Check Fee - **$25.00**
29. Tent permit. – (see Building Permit Fee Schedule)

FEES, CHARGES AND RATES NOT LISTED IN FINANCE SECTION OF CODE OF ORDINANCES:

CHAPTER 6: ANIMALS

1. Article I. In General

a. Sec. 6-116(1). Requirements for owner of a dangerous dog.

i. Registration. Register the dangerous dog with the Animal Control Authority and pay an annual registration fee of **$500.00** for the first year and a **$250.00** re-registration fee thereafter unless such dog has violated one or more provisions of this chapter during the previous year, in which case an annual renewal registration fee of **$500.00** shall be assessed as established in Section 2-117.

b. Sec. 6-150(c). Rabbits.

i. Permit requirements. The following is required to be issued a permit for keeping of rabbits in a single-family residential zone: payment of a fee as may be established in Section 2-117. - **$35.00**

c. Sec. 6-151(c). Ferrets.

i. Permit requirements. The following is required to be issued a permit for ferrets: payment of a fee as may be established in Section 2-117. - **$35.00**

CHAPTER 8: BUSINESSES

1. **Article III. Credit Access Businesses**
   Division 2. Registration

   a. **Sec. 8-81. Required.**
      i. A person commits an offense if the person acts, operates, or conducts businesses as a credit access business without a valid certificate of registration. A certificate of registration is required for each physically separate credit access business. A fee of **$50.00**, which may be amended from time to time by resolution or ordinance is established for each physically separate credit access business within the City limits.

2. **Article IV. Gravediggers**
   Division 2. License

   a. **Sec. 8-145. Gravediggers.**
      i. A person who seeks a license hereunder shall apply to the City Secretary on a form furnished for such purpose. Upon meeting the qualifications and requirements of this division, such person shall be issued a license by the City Secretary. Each new applicant shall pay an application fee of **$100.00**. Each licensee must pay a yearly renewal fee of **$25.00**. All yearly fees and proof of insurance are due by March 15. A license shall be effective for a period of one year from the date of issuance or until the set renewal date of March 15.

3. **Article V. Home Solicitation and Itinerant Vendors**
   Division 2. Home Solicitor Registration

   a. **Sec. 8-210(b). Application; fee; expiration; non-transferability; material changes.**
      i. Application filed under this section must be accompanied by a nonrefundable registration fee of **$50.00**.
      ii. Renewal Application filed under this section must be accompanied by a nonrefundable registration fee of **$25.00.**
      iii. Identification badge fee - **$10.00.**

   b. **Sec. 8-211(d). Issuance, denial, and display of registration; identification badge.**
      i. If a City-issued home solicitor's identification badge is lost, mutilated, or destroyed, the City Manager or designee shall issue the registrant a duplicate identification badge upon payment of a **$10.00** duplicate badge fee.

   Division 3. Itinerant Vendor Permit

   c. **Sec. 8-235(d). Required; application.**
      i. An application for an I-Vendor permit shall be accompanied by a fee of **$50.00**.

4. **Article VI. Carnivals, Circuses, Menageries, Sideshows, Concessions, and Special Events**
   Division 2. Permit

   a. **Sec. 8-296. Fees.**
      i. Application. The applicant shall pay a nonrefundable application fee established in Section 2-117 upon submission of an application to the City. The application fee may be waived for a nonprofit association holding an event. The application fee shall not be waived for any event involving alcohol sales and/or consumption. **- $200.00**
      ii. 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 **$50.00** shall be paid by the applicant to the City to cover the cost of each re-inspection.

5. **Article VII. Secondhand Dealers**
   Division 2. Permit

   a. **Sec. 8-361(a). Issuance, fee.**
      i. Upon receipt of the application, the City Accounts Receivable Fiscal Services Department shall issue a permit upon the payment of a fee established by the City Council in Section 2-117; provided, however, no permit shall be issued to any applicant who has been found guilty of a criminal offense against property defined in Texas Penal Code title 7 (Texas Penal Code ch. 28 et seq.) by a court of competent jurisdiction within the preceding five years. Permits issued hereunder shall be valid for a period of one year from the date of issuance thereof.

6. **Article VIII. Mobile Food Vendors**
   Division 2. Permit

   a. **Sec. 8-418. Permit fee.**
      i. The application fee for a mobile food vendor permit shall be **$500.00**. Each mobile food vendor unit shall be permitted separately. Mobile food vendor permits shall be valid for one year from the date of permit issuance.
      ii. Upon renewal, the applicant must provide a new complete application, payment of a **$250.00** renewal fee, and new permitting documentation. The applicant must submit the application and renewal fee within 30 days after expiration of the permit or must reapply as a new applicant.
      iii. The application fee for a concession cart shall be **$250.00** for initial application, and a renewal fee of **$100.00**.

7. **Article IX. Northgate Outdoor Dining and Entertainment**
   Division 2. Permit

   a. **Sec. 8-475. Application fee.**
      i. Applicants for peak period must pay a non-refundable permit application fee of **$350.00** plus **$2.00** per square foot of permitted area when the original permit application is submitted to the City and a non-refundable permit application fee of

$175.00 plus **$2.00** per square foot of permitted area for an annual renewal. Non-peak period only permits shall not be assessed a permit fee.

b. Sec. 8-476(b). Amended Application.

i. The applicant must pay a non-refundable amended permit application fee of $**175.00** when the amended permit application is submitted to the City.

8. Article XI. Taxicabs
Division 2. Service License

a. Sec. 8-588(c). Application.

i. Each application shall be accompanied by a non-refundable license fee of **$50.00** per taxicab license service to defray the expense of carrying out the provisions of this section.

Division 3. Driver Permit

b. Sec. 8-619(b). Fee generally; issuance; term.

i. The annual fee for driver's permits issued prior to June 30 shall be **$10.00**. Fees for permits issued on June 30 or there after shall be **$5.00**. No portion of the fee shall be refunded in the event the permit is terminated prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **$5.00** fee.

c. Sec. 8-620. Term; expiration; renewal.

i. The term of all permits shall be for not more than one year with expiration on December 31. Renewals shall be applied for in the same manner as specified for the original permit. Renewal permits may be issued during the month of December for expiration on December 31 of the following year. Permit documents which are lost or destroyed may be replaced upon payment of a **$5.00** fee.

Division 4. Vehicle Permit

d. Sec. 8-650. Fees.

i. The annual fee for vehicle permits issued prior to June 30 shall be **$10.00**. Fees for permits issued on June 30 or there after shall be **$5.00**. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **$5.00** fee.

ii. The annual fee for vehicle permits issued prior to June 30 shall be established in Section 2-117. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a fee established in Section 2-117. **$50.00**

e. Sec. 8-654. Reinstatement of suspended permit; fee.

i. Vehicle permits suspended because of failure to comply with the requirements of Section 8-649(b) may be reinstated as soon as the vehicle is brought back into compliance with Section 8-649(b). Application for such reinstatement shall be made in writing to the City on the form provided by the City. The non-proratable fee for such reinstatement shall be **$5.00**.

9. Article XII. Pedicabs
Division 2. License and Permit
Subdivision II. License

a. Sec. 8-742. License fee.

i. Each application must be accompanied by a non-refundable license fee **$50.00**.

Subdivision III. Permit

b. Sec. 8-774(c). Pedicab Permits.

i. Fees. The annual fee for pedicab permits issued prior to June 30th shall be **$10.00**. Fees for permits issued on June 30th or there after shall be **$5.00**. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **$5.00** fee.

c. Sec. 8-775(d). Revocation and suspension of pedicab permit.

i. Reinstatement of suspended permit and fee. Pedicab permits suspended because of failure to comply with the requirements of this article may be reinstated as soon as the pedicab is brought back into compliance. Application for such reinstatement shall be made in writing to the City on the form provided by the City. The fee for reinstatement shall be **$5.00**.

Division 3. Driver Permit

d. Sec. 8-806. Fee.

i. The fee for driver permits issued prior to June 30th shall be **$10.00**. Fees for permits issued on June 30th or there after shall be **$5.00**. No portion of the fee shall be refunded in the event the permit is terminated prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **$5.00** fee.

10. Article XIII. Dockless Bike Share Program

a. Sec. 8-824. Fees and Costs.

i. Permit Application Fee. $**750.00**.

ii. Permit Renewal Fee. $**375.00.**

iii. Removal, Impoundment, and/or Relocation Fee. A dockless bike share operator shall be assessed a **$125.00** for each bike removed, impounded, or relocated.

CHAPTER 10: CEMETERIES

1. Article II. City Owned or Maintained Cemeteries

a. Sec. 10-25(e). Purchase options.

i. Price. The price of all spaces in the City cemeteries shall be established As:

CEMETERY FEES	***2019***
1. College Station Cemetery:	
Standard Space	$1,450
Cremate Space	$440
Infant Space	$220
2. Memorial Cemetery of College Station:	
Municipal Section: Standard Space	$1,450
Columbaria Niche	$825
Infant Space	$220
Aggie Field of Honor: Standard Space	$3,000
Columbaria Niche	$1,650
3. Grave Opening and Closing Fee	$150
4. Mark the Grave and Set the Monument	$100
5. Memorial Bench Set Fee	$100

CHAPTER 12: EMERGENCY MANAGEMENT AND EMERGENCY SERVICES

1. **Article III. Ambulances**
   Division 2. Permit

   a. **Sec. 12-79(a). Permit fees, conditions and renewal.**
      i. The fee for the permit required in Section 12-77 shall be **$100.00** per ambulance, and all permits issued under this division shall terminate on December 31 of each year. Such permits may be renewed by paying a permit fee of **$50.00** and submitting proof of current Texas Department of Health Services license and liability requirements as provided in section 12-78.

2. **Article IV. Alarm Systems**

   a. **Sec. 12-113(b). False alarms.**
      i. An alarm user or subscriber shall be allowed three false alarms in a preceding 12-month period without penalty. After this, a user or subscriber shall be assessed a fine fee based on the following schedule established in Section 2-117.

      ii. Police Department Number of False Alarms Fine
         1. 1—3 false alarms **$0.00**
         2. 4—5 false alarms **$50.00** for each false alarm
         3. 6—7 false alarms **$75.00** for false alarm
         4. 8 or more false alarms **$100.00** for each false alarm

      iii. Fire Department Number of False Alarms
         1. 1—3 false alarms **$0.00**
         2. 4—5 false alarms **$85.00** for each false alarm
         3. 6—7 false alarms **$110.50** for false alarm
         4. 8 or more false alarms **$143.65** for each false alarm

CHAPTER 14: ENVIRONMENT AND NATURAL RESOURCES

1. Article II. Oil and Gas
Division 2. Production Permits
Subdivision I. In General

a. Sec. 14-58. Permit application generally.

i. A permit application shall include Application fee as set by Council resolution established in Section 2-117. - **$6060.00**

b. Sec. 14-67(b). Permit period and renewal.

i. The operator will submit an application form for a renewal permit no later than 30 days before the expiration of the operator's permit, and indicate in the application what changes are requested at the oil or gas operations site. An inspection and renewal fee established in Section 2-117 shall be paid at the time of reapplication. The operator recognizes the reclassification of a permit from rural to urban may occur due to adjacent development. - **$2020.00**

ii. Application requirements. Renewal applications shall include any of the following items which have changed since the original permit application, which shall be current and updated, as applicable, to cover the renewal period:

1. Renewal application fee as set by Council resolution established in Section 2-117. - **$2020.00**

Subdivision II. Permit Types and Requirements

c. Sec. 14-99(b). Urban permit.

i. Notice. Before consideration of an urban permit application by the City Council, the City Engineer shall cause the following notices of public hearing to be issued, at the operator's expense, no later than two weeks before the regular Council meeting in which the public hearing will be held:

1. Notice of the public hearing shall be published in a newspaper of general circulation in the City.

2. Notice of the public hearing shall be made to all persons with property within 1,000 feet of the proposed oil or gas operations site as shown by the latest Brazos County Appraisal District certified tax rolls, by certified mail, return receipt requested. The operator shall pay the City **$4.00** for each such notification letter. No notification letter shall be required for property owners who have signed and acknowledged before a Notary Public the consent form acceptable to the City.

d. Sec. 14-100(a). Rural permit.

i. Notice. Before final consideration of a rural permit application by the City Engineer, the City Engineer shall cause the following notices to be issued, at the operators expense, to provide at least a two-week public comment period before any final action is taken by the City Engineer:

1. Notice of the rural permit application shall be published in a newspaper of general circulation in the City; and
2. Notice shall also be made to all persons with property within 1,000 feet of the proposed oil or gas operations site as shown by the latest Brazos County Appraisal District certified tax rolls, by certified mail, return receipt requested. The operator shall pay the City **$4.00** for each such notification letter. No notification letter shall be required for property owners who have signed and acknowledged before a Notary Public consent to the proposed oil or gas operations or waiver of the right to receive further notices.

e. Sec. 14-101. Seismic survey permit.

i. Process. To obtain a permit, the operator must apply to the City, pay the permit fee as established by resolution of the City Council established in Section 2-117, and execute a License Agreement on a form approved by the City Attorney. The City Manager or his/her designee may negotiate and execute the License Agreement on behalf of the City. - **$5050.00**

Division 3. Other Requirements

f. Sec. 14-151(a). Abandonment.

i. The operator pays an abandonment fee in an amount set by Council resolution established in Section 2-117. - **$2020.00**

CHAPTER 16: FIRE PREVENTION AND PROTECTION

1. Article I. In General

a. Sec. 16-2(b). Emergency and rescue services.

i. Fees shall be collected for services provided within the College Station Fire Department designated response area that includes both inside and outside the City limits. Fees will not exceed the amount expended by the College Station Fire Department. Fire Administration shall collect applicable incident report information that will be forwarded to the College Station Fire Department's authorized agent responsible for collection of any incurred fees. The fees shall be established in Section 2-117.

CHAPTER 24: LIBRARIES

1. Ch. 24. Libraries

a. Sec. 24-2. Library fines, fees and other charges.

i. All collections. **$0.25** per day, with a maximum being the replacement cost of the materials (books, paperbacks, phonograph records, audiobooks, cassettes, periodicals and materials from the vertical file). There shall be a five-day grace period for books and paperbacks borrowed from the adult collection.

ii. All collections of art prints and sculpture and DVD's, Blue-rays**. $1.00** per day, with a maximum being the cost to replace the item.

iii. Lost materials. Charges for lost or irreparably damaged items include the cost of the item plus a **$5.00** non-refundable service charge.

iv. Damaged materials. Charges are determined by the cataloging department of the library, based on the amount of time spent and materials used in repairing the item. – **Cost of the item** plus **$5.00.**

v. Replacement of borrower's card. The initial card for County residents is free of charge. A **$3.00** fee will be charged to replace a lost card.

vi. Non-resident library cards. Library cards will be issued to out-of-County residents for an annual fee of **$24.00**; such card is valid for one year from the month of purchase.

vii. Returned Check Fee is **$15.00**.

viii. Any collection agency fees.

CHAPTER 28: MUNICIPAL COURT OF RECORD

1. Ch. 28. Municipal Court of Record

a. Sec. 28-1(i). Generally.

i. In the event of an appeal, the appellant shall pay a transcript preparation fee in the amount of **$25.00**. The transcript preparation fee does not include the fee for an actual transcript of the proceedings. The Clerk shall note the payment of the fee on the docket of the Court. If the case is reversed on appeal, the fee shall be refunded to the appellant. In addition to the transcript preparation fee, the fee for the actual transcript of the proceedings and statement of facts must be paid by the appellant, pursuant to Texas Government Code §§ 30.00014 and 30.00019.

b. Sec. 28-3(b)(3). Juvenile Case Manager.

i. Each defendant convicted of a fine-only misdemeanor offense in the Municipal Court shall pay a Juvenile Case Manager fee of **$5.00** as a cost of Court in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a fine-only misdemeanor offense.

c. Sec. 28-4(c). Municipal Court building security fund.

i. Each defendant convicted of a misdemeanor offense in the Municipal Court shall pay a Municipal Court building security fee of **$3.00** as a cost of Court, in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

d. Sec. 28-5(c). Municipal Court technology fund.

i. Each defendant convicted of a misdemeanor offense in the Municipal Court of Record shall pay a Municipal Court technology fee of **$4.00** in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

e. Sec. 28-6(b). Municipal Court child safety fund.

i. Authorization for fund. For every violation of an ordinance, regulation, or order regulating the stopping, standing, or parking of vehicles as allowed by Texas Transportation Code § 542.202 or ch. 682 in the Municipal Court as a cost of Court, **$5.00** shall be assessed in addition to any other fines, penalties, or Court costs and shall be collected in the same manner that other fines in the case are collected.

CHAPTER 32: PARKS AND RECREATION

1. Article II. Public Conduct in Parks and Recreational Areas
Division 2. Use Permits

a. Sec. 32-62(6). Application procedure.

i. Payment of a fee, if any, as may from time to time be established by the City Council by Section 2-117.

PARKS & RECREATION DEPARTMENT

FY 2019 GENERAL FUND USER FEES

Effective January 1, 2019

ATHLETIC FIELDS	***2019***
1. Athletic Field Rental ~ One (1) Field, Per Day (Includes Field Redevelopment Fee of $15)	$200 / day
2. Athletic Field Rental ~ One (1) Field, Per Hour, up to Seven (7) Hours. (Includes Field Redevelopment Fee of $5)	$40 / hour
3. Athletic Field Rental Deposit	Varies
4. Lights for Field Rentals (Per Hour/Per Field)	$30 / hour
5. Game Field Prep Fee, Per Field	$100 / field
6. Bee Creek Batting Cage Rental, Per Hour	$15 / hour
7. Tournament/Event Rate	*Contact Parks and Recreation for Pricing*
8. Key Fee (New Annual Fee and Replacement Fee)	$10 each
9. TAMU Game Day Parking Fee @ a City Facility Parking Lot (City Hall & Wayne Smith Complex & Crompton Park)	$10 / day
10. TAMU Game Day Parking Fee – Self Contained RV Unit	$30 / day
~ In addition to the rental fees, a deposit will be charged and paid by the renter in advance of any tournament. The deposit will vary depending on the type and size of the tournament.	
~ In addition to the rental and deposit fees, additional fees may be assessed to the renter depending on the length and type of tournament in order to cover expenses incurred by the City for personnel and supplies needed to facilitate the tournament.	
~ Initial game field prep and light fees are included in the daily rental fee, but not in hourly rental fees.	

PAVILION RENTAL DAILY RATES	***2019***	
	Resident Rate	Non Resident Rate
1. Bee Creek (100) / Oaks (40) Pavilions		
Monday – Thursday	$150	$180
Friday – Sunday, and Holidays	$200	$240
Deposit	$200	$200
2. Central (200) / Bachmann (300) Pavilions		
Monday – Thursday	$250	$300
Friday – Sunday, and Holidays	$300	$360
Deposit	$200	$200
3. John Crompton Park Pavilion (100)		
Monday – Thursday	$175	$210
Friday – Sunday, and Holidays	$225	$270
Deposit	$200	$200
4. American Pavilion in Veterans Park (500)		
Monday – Thursday	$350	$420
Friday – Sunday, and Holidays	$400	$480
Deposit	$400	$400
5. Dog Park Rentals – (Steeplechase Park and University Park)	$150	$180
6. Transfer / Cancellation Fee Per Change	$20	
~ Deposits are refundable if the facility is left clean, damage-free, and the keys are returned.		
~ Deposits are refundable, less the $20 cancellation fee if reservation is cancelled no later than seven (7) days prior to rental date.		
~ ( ) – The parenthesis by each pavilion shows the limit of occupants that the pavilion can facilitate.		

PERMITS & COMMISSIONS	***2019***
1. Vendor Permit	$50
2. Alcohol Permit	$55
~ Permit is required when alcohol is served at Lick Creek Nature Center, Lincoln Center, Meyer Community Center, Southwood Center, Wolf Pen Creek and Veterans Park rentals.)	
3. Commissions: (Gross Sales minus Sales Tax)	
Food & Drinks	10%
Other Goods	10%
Alcoholic Beverages	20%

WOLF PEN CREEK	***2019*** *Resident Rate*	*Non Resident Rate*
1. Amphitheater Rentals Per Day:		
Private Rental	$550	$660
Non Commercial ~ Benefit Rental	$800	$960
Professional/Commercial Rentals	$1,050	$1,260
2. Green Room Events ~ per hour, 2 hour minimum		
Non Commercial	$75	$90
Commercial	$100	$120
3. The Plaza at Wolf Pen Creek		
Rental (Includes Pavilion and Restrooms)	$200	$240
4. Festival Site Rental		
Private Rental	$200	$300
Non-Commercial ~ Benefit Rental	$450	$540
Private Commercial Rental	$650	$780
5. Amphitheater & Festival Site Rental		
Private Rental	$650	$780
Non-Commercial ~ Benefit Rental	$1,000	$1,200
Private Commercial Rental	$1,250	$1,500
6. Deposit		
For Green Room, Plaza or Festival Site	$200	
For Amphitheater	$600	
7. Transfer / Cancellation Fee Per Change	Per Rental Agreement	
~ A percentage of ticketing and fees for service personnel and vending charges will be added accordingly for amphitheater rentals.		
~ A percentage of the gate will be negotiated for commercial events.		
~ Non Commercial is defined as: Non-profit, student, civic or private.		
~ Security deposits are based upon participants/attendees.		

PARKS & RECREATION DEPARTMENT
FY 2019 REC FUND FEES

Effective January 1, 2019

ADULT SPORTS PER TEAM	2019 Resident Rate	2019 Non Resident Rate
1. Volleyball (No Field Redevelopment Fee Included)	$225	
2. Softball (Inc. $95/Team Field Redevelopment Fee)	$390	
3. KickBall (Inc. $95/Team Field Redevelopment Fee)	$390	
4. Basketball (No Team Field Redevelopment Fee)	$225	
5. Ultimate Frisbee (change from team to per person fee)	$20	$24
6. Tennis Lessons Per Person *(Moved from Instruction)*	$75	$90
7. Outside League Field Redevelopment Fee Per Team	$95	$114
8. Outside League Per Game Contract Fee	$15	$18
9. Transfer/Cancellation/Late Registration Fee	$20	
10. Transfer/Cancellation/Late Registration Fee	$20	
Adult sports are registered as a team unless otherwise noted.		

INSTRUCTION FEES PER PERSON	2019 Resident Rate	2019 Non Resident Rate
1. *All class fees will be set according to the individual needs of each class and are based upon the City of College Station recovery policy.*		
2. Instruction Class Transfer / Cancellation Fee	$20	

YOUTH SPORTS PER CHILD	2019 Resident Rate	2019 Non Resident Rate
1. Basketball / Youth Volleyball / Per Child	$70	$84
2. Flag Football (Includes $10 Field Redevelopment Fee	$70	$84

3. Outside League Field Redevelopment Fee Per Child ~ All Sports	$10	$12
4. Challenger Sports (Basketball, Bowling, Soccer)	$15	$18
5. USTA Tennis League	$100	$120
6. Tennis Lessons	$75	$90
7. Start Smart Sport	$35	
8. Youth Sports Transfer/Cancellation Fee (Per Child)	$20	

AQUATICS PROGRAMS	2019 Resident Rate	2019 Non Resident Rate
1. Swim Lessons		
45-Minute Lesson	$45	$54
25-Minute Lesson*	$40	$48
2. Stroke Clinic	NA	NA
3. Water Fitness (Unlimited Pass)	$100	
4. Swim Team (No Field Redevelopment Fee)	$125 (-$10 each sibling)	
5. Transfer / Cancellation Fee	$20	

* ***Children ages 5 and under attend only a 25-minute lesson. All other lessons are 45 minutes in length.***

6. General Admission Per Person (Ages 3 and Up)	
Hallaran/Thomas	$3
Adamson	$6
7. Discount Pass – 25 Swims	
Hallaran/Thomas	$60
*Adamson	$120
8. Family Season Pass (Up to Five Family Members)	
Fee for Additional Members in Excess of Five	$30 Per Person
Hallaran/Thomas	$200
*Adamson	$275

9. Individual Season Pass		
Hallaran/Thomas	$100	
*Adamson	$150	
10. Pool Rentals		
Thomas/Hallaran: Up to 100 people	$250	$300
Adamson: Up to 100 people	$375	$445
101 – 300 people	$600	$720
301 – 600 people	$800	$960
11. Pool Parties Per Person – (2 Hour Period)		
Pavilion Party (Four-table Limit)	$20	
12. Junior Lifeguard Program Per Person, Per Session	$75	
13. Lifeguard Training Fee, Per Person	$150	
14. WSI Class Fee, Per Person	$150 (or $200 with Lifeguard)	
15. Summer Day Camp (CSISD)	Up to 50% res. rate	
16. CPR/First Aid Certification Fee, Per Person	$75	
17. Transfer/Cancellation Fee for Pool Rentals	1/3 of rental fee	
Adamson passes are also valid at Southwood Hallaran and Thomas pools.		

LINCOLN CENTER	2019 Resident Rate	Non Resident Rate
Programming		
1. After School Program:		
Youth (17 & Under) (Qualifying Families – low income)	$75/sem. $45/sem.	$90/sem. $54/sem.
Transportation Fee (CSISD to LRC)	$45/sem.	
2. Summer Program (Per Session)	$60	$72
3. Late Pick-up Fee:		
1st Fifteen Minutes	$5	
Each Additional Minute Thereafter	$1	
4. Membership Pass Adult (18 & over)	$10/mo.	$12/mo.

5. Non-Member Guest Pass Per Day (Youth or Adult)	$2	$3
6. Pickleball	$15	$18
7. Adult Fitness Pass	$10/mo. or $100/yr.	
Facility Rentals		
1. Gym Rentals		
Deposit	$350 GOLD GYM	$400 PURPLE GYM
GOLD GYM - Half Court Rental per Hour (4-Hour Maximum)	$50/hr.	$60/hr.
GOLD GYM - Full Court Rental per Hour (4-Hour Maximum)	$75/hr.	$90/hr.
GOLD GYM - All Day Usage (More than 4 Hours)	$350	$420
PURPLE GYM - Half Court Rental per Hour (4-Hour Maximum)	$60/hr.	$72/hr.
PURPLE GYM - Full Court Rental per Hour (4-Hour Maximum)	$85/hr.	$102/hr.
PURPLE GYM - All Day Usage (More than 4 Hours)	$360	$432
Concession Usage (Gold Gym)	$30	$36
2. Game Room / Multi-purpose Room Rental		
Deposit	$200	
Per Hour (4-Hour minimum)	$50/hr.	$60/hr.
3. Community Room Rental		
Deposit	$250	
Per Hour (2-Hour minimum)	$65/hr.	$78/hr.
Kitchen usage fee	$25	$30
4. Activity Room Rental (Violet, Orchid, Iris)		
Deposit	$200	
Per Hour (2-Hour minimum)	$60/hr.	$72/hr.
5. W.A. Tarrow Covered Basketball Pavilion (100)		
Deposit	$200	$200
Monday – Thursday	$150	$180
Friday – Sunday & Holidays	$200	$240
6. Gym or Room Cancellation Fee	1/3 of rental	
7. After hour rental charge	$30	

SOUTHWOOD CENTER	2019 Resident Rate	2019 Non Resident Rate
Programming		
1. Senior Annual Membership Pass	$25	$30
2. Non-Member Guest Pass Per Day	$2	$3
Facility Rentals		
1. Meeting Room Rental, Per Hour, 2 hour minimum	$55	$66
Deposit*	$200	$200
2. Dance/Game Room Rental, Per Hour, 2 hour minimum	$75	$90
Deposit*	$200	$200
3. Whole Facility Rental Per Hour, 2 hour minimum (Excludes Computer Lab)	$100	$120
Deposit*	$200	$200
4. Computer Lab Rental Per Hour, 2 hour minimum	$25	$30
5. Room or Rental Cancellation Fee	1/3 of rental	
**** Deposits are refundable if the facility is left clean and damage-free.***		

MEYER COMMUNITY CENTER	2019 Resident Rate	2019 Non Resident Rate
Programming		
1. Senior Annual Membership Pass	$25	$30
2. Non-Member Guest Pass Per Day	$2	$3
Facility Rentals		
1. Deposit - all rooms*	$200	
2. Meeting Room Rental, Per Hour, 2 hour minimum	$55	$66
3. Conference Room Rental, Per Hour, 2 hour minimum	$35	$42
4. Activity Room Rental, Per Hour, 2 hour minimum	$75	$90
5. Arts & Crafts Room Rental, Per Hour, 2 hour minimum	$35	$42
**** Deposits are refundable if the facility is left clean and damage-free.***		

LICK CREEK NATURE CENTER	2019	
	Resident Rate	Non Resident Rate
Facility Rentals		
1. Deposit - all rooms*	$200	
2. Meeting Room Rental, Per Hour, 2 hour minimum	$100	$120
3. Outdoor Classroom, Per Hour, 2 hour minimum	$35	$42
4. Amphitheater, Per Hour, 2 hour minimum	$25	$30

CHAPTER 34: STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

1. **Article I. In General**

    a. **Sec. 34-2(c). Encroachments upon easements.**
        i. Application fee. An application for a license to encroach shall be accompanied by a non-refundable filing fee as established by City Council resolution in Section 2-117. - **$810.00**

    b. **Sec. 34-4(b). Guidelines for consideration of requests for directional signs in public rights-of-way.**
        i. Any application shall be processed for a fee of **$25.00** and shall be filed within the Office of the City Manager. The City Manager shall review the application based upon the criteria in Subsection (a) of this section. In the event the City Manager denies the application, the applicant may appeal the decision to the City Council. Upon receipt of written notice of an appeal from the applicant, the City Secretary shall place the application on the next available Council agenda.

2. **Article II. Street, Sidewalk, Right-Of-Way and Driveway Construction and Repair**

    a. **Sec. 34-36(b). Driveways.**
        i. The driveway permit fee is established in Section 2-117, which shall be of an amount to cover the cost of licensing and maintaining records.

3. **Article III. Right-of-Way Use**
   Division 2. Permit

    a. **Sec. 34-100. Fee.**
        i. The applicant or permit holder shall pay a fee established in Section 2-117 for the right-of-way improvements permit that shall be the same as that charged in Chapter 14, Section of the City of College Station Code of Ordinances as amended from time to time. - **$380.00**

    b. **Sec. 34-102(14). Conditions.**
        i. If irrigation and/or electrical lines are to be extended across a paved roadway, the applicant must pay a one-time fee in the amount of **$35.00** per square yard of extension area. The extension area is equivalent to three times the yard length to be installed under the roadway. The fee will be waived if the applicant installs sleeves under the pavement and places the irrigation and/or electrical in the sleeves.

4. **Article IV. Utility Right-of-Way Use**
   Division 2. Registration and Construction Permits
   Subdivision II. Construction Permits

   a. **Sec. 34-190(b). Generally.**
      i. The registration fee of **$50.00** will apply to those right-of-way users who do not pay annual blanket right-of-way fees.
      ii. The construction permit fee of **$850.00** will apply to those right-of-way users who do not pay annual blanket right-of-way fees.

5. **Article V. Parades and Motorcades**
   Division 2. Permit

   a. **Sec. 34-248. Fee.**
      i. Upon submission of an application, an application fee shall be paid. The application fee shall be set by the City Council by resolution from time-to-time as the Council deems necessary established in Section 2-117. This application fee will not apply to applicants conducting lawful expressions of opinion protected under the First Amendment of the United States Constitution. - **$100.00**

CHAPTER 38: TRAFFIC AND VEHICLES

1. Article II. Stopping, Standing and Parking
Division 3. Northgate Area

a. **Sec. 38-106. Northgate Promenade Parking Lot fee schedule.**

i. The City Manager or designee may adjust the parking fee up to or below the amounts set below. The following fees established in Section 2-117 shall be charged for the use of a parking space in the Northgate Promenade Parking Lot, located at 310 Church Street.

1. Per hour fee up to **$3.50** per hour.
2. Special event fee up to **$25.00** per day.
3. Game day fee up to **$25.00** per day.

b. **Sec. 38-107. Northgate Parking Garage fee schedule.**

i. The City Manager or designee may adjust the parking fee up to or below the amounts established. The following fees established in Section 2-117 shall be charged for the use of a parking space in the Northgate Parking Garage, located at 309 College Main.

1. Per hour fee up to **$3.00** per hour.
2. Lost ticket fee up to **$25.00** per day.
3. Special event fee up to **$25.00** per day.
4. Game day fee up to **$25.00** per day.

ii. License agreements. The City Manager or designee may enter into license agreements for the use of parking spaces in the Northgate College Main Parking Garage and may charge the following fees established in Section 2-117.

1. Twenty-four-hour—Seven days a week licenses (24/7). Up to **$2,000.00** annually, or up to **$700.00** per semester or up to **$200.00** per month.
2. Daytime licenses. Up to **$1,500.00** annually or up to **$500.00** per semester or up to **$200.00** per month.
3. Charge a non-refundable administrative fee up to **$50.00** upon execution of a license agreement to park in the garage.
4. Nighttime licenses. Up to **$1,500.00** annually or up to **$500.00** per semester or up to **$200.00** per month

c. **Sec. 38-108. Northgate on-street parking fee schedule.**

i. The City Manager or designee may adjust the parking fee up to or below the amounts set below established. The following fees established in Section 2-117 shall be charged for the use of an on-street parking space provided by the City and adjacent to a parking meter anywhere in the Northgate Area, generally located between South College on the East, Wellborn Road on the West, University Drive on the South and the City limit on the North.

1. Per hour fee up to **$3.50** per hour.
2. Special event fee up to **$25.00** per day.
3. Game day fee up to **$25.00** per day.

CHAPTER 40: UTILITIES

1. Article I. In General

a. Sec. 40-3(c). Creation of municipal utility districts.

i. Reimbursement for expenses.

1. Petition to create district. Within 6 months after consent to the creation of a district is given by the City, or within 3 months after the district is created by the Texas Commission on Environmental Quality or its successor agency, whichever is later, the owner or the developer of the land within the district must pay the fee established pursuant to Section 2-117 to reimburse the City for expenses relating to processing the petition to create the district. - **$30,260.00**

2. Petition to annex or acquire land. To partially reimburse the City for expenses related to a district's annexation or acquisition of land, the owner or developer of land within the district that has not paid the Council-approved fee to process the petition to create the district must make a one-time payment in the amount established pursuant to Section 2-117 within six months after receiving the City's consent to annex or after the district acquires land that is not contiguous to the district's boundaries; or contiguous to the district's boundaries and greater than 5 acres. - **$30,260.00**

3. Infrastructure plan review and inspection fee. The infrastructure plan review and inspection fee means the fee established pursuant to Section 2-117 to reimburse the City for engineering and planning fees and expenses related to the City's review of plans and specification of the district's facilities; and inspection of the district's facilities. - **1.5%** of infrastructure cost **($600.00 minimum)**

b. Sec. 40-4. Roadway Maintenance Fee.

LAND USE/VEHICLE-MILE-EQUIVALENCY TABLE

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev-Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
PORT AND TERMINAL	030	Truck Terminal	Acre	26.20	6.55			6.55	4.00
INDUSTRIAL	110	General Light Industrial	1,000 SF GFA	3.88	0.97			0.97	4.00
INDUSTRIAL	120	General Heavy Industrial	1,000 SF GFA	2.72	0.68			0.68	4.00
INDUSTRIAL	130	Industrial Park	1,000 SF GFA	3.40	0.85			0.85	4.00
INDUSTRIAL	150	Warehousing	1,000 SF GFA	1.28	0.32			0.32	4.00
INDUSTRIAL	151	Mini-Warehouse	1,000 SF GFA	1.04	0.26			0.26	4.00
RESIDENTIAL	210	Single-Family Detached Housing	Dwelling Unit	4.00	1.00			1.00	4.00
RESIDENTIAL	220	Apartment/Multi-family	Dwelling Unit	2.48	0.62			0.62	4.00
RESIDENTIAL	230	Residential Condominium /Townhome	Dwelling Unit	2.08	0.52			0.52	4.00
RESIDENTIAL	240	Mobile Home Park / Manufactured Housing	Dwelling Unit	2.36	0.59			0.59	4.00
RESIDENTIAL	251	Senior Adult Housing-Detached	Dwelling Unit	1.08	0.27			0.27	4.00
RESIDENTIAL	252	Senior Adult Housing-Attached	Dwelling Unit	1.00	0.25			0.25	4.00
RESIDENTIAL	254	Assisted Living	Beds	0.88	0.22			0.22	4.00
LODGING	310	Hotel	Room	1.20	0.60			0.60	2.00
LODGING	320	Motel / Other Lodging Facilities	Room	0.94	0.47			0.47	2.00
RECREATIONAL	432	Golf Driving Range	Tee	2.50	1.25			1.25	2.00
RECREATIONAL	430	Golf Course	Acre	0.60	0.30			0.30	2.00
RECREATIONAL	495	Recreational Community Center	1,000 SF GFA	5.48	2.74			2.74	2.00
RECREATIONAL	465	Ice Skating Rink	1,000 SF GFA	4.72	2.36			2.36	2.00
RECREATIONAL	431	Miniature Golf Course	Hole	0.66	0.33			0.33	2.00

	ITE Land Use Code	**Land Use Category**	**Develop. Unit**	**Veh-Mi Per Dev-Unit**	**Trip Gen Rate (PM)**	**Pass- by Rate**	**Pass-by Source**	**Trip Rate**	**Adj. Trip Length (mi)**
RECREATIONAL	445	Multiplex Movie Theater	Screens	27.28	13.64			13.64	2.00
RECREATIONAL	491	Racquet / Tennis Club	Court	6.70	3.35			3.35	2.00
INSTITUTIONAL	560	Church	1,000 SF GFA	1.10	0.55			0.55	2.00
INSTITUTIONAL	565	Day Care Center	1,000 SF GFA	13.82	12.34	44%	B	6.91	2.00
INSTITUTIONAL	522	Primary/Middle School (1-8)	Students	0.32	0.16			0.16	2.00
INSTITUTIONAL	530	High School	Students	0.26	0.13			0.13	2.00
INSTITUTIONAL	540	Junior / Community College	Students	0.24	0.12			0.12	2.00
INSTITUTIONAL	550	University / College	Students	0.34	0.17			0.17	2.00
MEDICAL	630	Clinic	1,000 SF GFA	19.53	5.18			5.18	3.77
MEDICAL	610	Hospital	1,000 SF GFA	3.51	0.93			0.93	3.77
MEDICAL	620	Nursing Home	Beds	0.83	0.22			0.22	3.77
MEDICAL	640	Animal Hospital/Veterinary Clinic	1,000 SF GFA	9.90	4.72	30%	B	3.30	3.00
OFFICE	714	Corporate Headquarters Building	1,000 SF GFA	5.64	1.41			1.41	4.00
OFFICE	710	General Office Building	1,000 SF GFA	5.96	1.49			1.49	4.00
OFFICE	720	Medical-Dental Office Building	1,000 SF GFA	13.46	3.57			3.57	3.77
OFFICE	715	Single Tenant Office Building	1,000 SF GFA	6.96	1.74			1.74	4.00
OFFICE	750	Office Park	1,000 SF GFA	5.92	1.48			1.48	4.00
COMMERCIAL: Automobile Related	942	Automobile Care Center	1,000 SF Occ. GLA	3.74	3.11	40%	B	1.87	2.00
COMMERCIAL: Automobile Related	843	Automobile Parts Sales	1,000 SF GFA	6.82	5.98	43%	A	3.41	2.00
COMMERCIAL: Automobile Related	944	Gasoline/Service Station	Vehicle Fueling Position	4.82	13.87	42%	A	8.04	0.60
COMMERCIAL: Automobile Related	945	Gasoline/Service Station w/ Conv Market	Vehicle Fueling Position	3.56	13.51	56%	B	5.94	0.60

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev-Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
COMMERCIAL: Automobile Related	946	Gasoline/Service Station w/ Conv Market and Car Wash	Vehicle Fueling Position	3.66	13.86	56%	A	6.10	0.60
COMMERCIAL: Automobile Related	841	New Car Sales	1,000 SF GFA	4.20	2.62	20%	B	2.10	2.00
COMMERCIAL: Automobile Related	941	Quick Lubrication Vehicle Shop	Servicing Positions	6.22	5.19	40%	B	3.11	2.00
COMMERCIAL: Automobile Related	947	Self-Service Car Wash	Stall	1.99	5.54	40%	B	3.32	0.60
COMMERCIAL: Automobile Related	948	Automated Car Wash	Stall	5.08	14.12	40%	B	8.47	0.60
COMMERCIAL: Automobile Related	848	Tire Store	1,000 SF GFA	5.98	4.15	28%	A	2.99	2.00
COMMERCIAL: Dining	934	Fast Food Restaurant with Drive-Thru Window	1,000 SF GFA	32.66	32.65	50%	A	16.33	2.00
COMMERCIAL: Dining	933	Fast Food Restaurant without Drive-Thru Window	1,000 SF GFA	26.16	26.15	50%	B	13.08	2.00
COMMERCIAL: Dining	932	High Turnover (Sit-Down) Restaurant	1,000 SF GFA	11.22	9.85	43%	A	5.61	2.00
COMMERCIAL: Dining	931	Quality Restaurant	1,000 SF GFA	8.38	7.49	44%	A	4.19	2.00
COMMERCIAL: Dining	937	Coffee/Donut Shop with Drive-Thru Window	1,000 SF GFA	25.68	42.80	70%	A	12.84	2.00
COMMERCIAL: Other Retail	815	Free-Standing Discount Store	1,000 SF GFA	6.98	4.98	30%	C	3.49	2.00
COMMERCIAL: Other Retail	817	Nursery (Garden Center)	1,000 SF GFA	9.72	6.94	30%	B	4.86	2.00
COMMERCIAL: Other Retail	862	Home Improvement Superstore	1,000 SF GFA	2.42	2.33	48%	A	1.21	2.00
COMMERCIAL: Other Retail	880	Pharmacy/Drugstore w/o Drive-Thru Window	1,000 SF GFA	7.90	8.40	53%	A	3.95	2.00
COMMERCIAL: Other Retail	881	Pharmacy/Drugstore w/ Drive-Thru Window	1,000 SF GFA	10.10	9.91	49%	A	5.05	2.00
COMMERCIAL: Other Retail	820	Shopping Center	1,000 SF GLA	4.90	3.71	34%	A	2.45	2.00

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev-Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
COMMERCIAL: Other Retail	850	Supermarket	1,000 SF GFA	12.14	9.48	36%	A	6.07	2.00
COMMERCIAL: Other Retail	864	Toy/Children's Superstore	1,000 SF GFA	6.98	4.99	30%	B	3.49	2.00
COMMERCIAL: Other Retail	875	Department Store	1,000 SF GFA	2.62	1.87	30%	B	1.31	2.00
COMMERCIAL: Other Retail	896	Video Rental Store	1,000 SF GFA	13.60	13.60	50%	B	6.80	2.00
SERVICES	911	Walk-In Bank	1,000 SF GFA	12.38	12.13	40%	B	7.28	1.70
SERVICES	912	Drive-In Bank	Drive-in Lanes	29.95	33.24	47%	A	17.62	1.70
SERVICES	918	Hair Salon	1,000 SF GLA	1.73	1.45	30%	B	1.02	1.70

ROADWAY MAINTENANCE FEE SCHEDULE

	Vehicle Miles Traveled	Monthly Charge
Nonresidential		
Tier I	0 - 23.99	$17.23
Tier II	24.00 - 43.99	$38.71
Tier III	43.99 - 90.99	$74.71
Tier IV	91.00 - 223.99	$152.39
Tier V	224.00+	$250.00
Residential		
Single Family	Flat Fee/Dwelling Unit	$7.78
Multi-Family	Flat Fee/Dwelling Unit	$6.10

c. Sec. 40-11. Payment of bills.

i. Payments must be received at the Utility Customer Service Office on or before the due date to avoid late charges. Payments received after the due date will be assessed a penalty equaling ten percent of the current monthly charges with a minimum charge of **$3.00**.

d. Sec. 40-12. Returned check fee.

i. A fee of **$25.00** will be charged for each returned check used to pay any amount on a utility account. This fee is in addition to other fees owed to the City for utility services.

ii. Credit Card Charge Back Fee - **$25.00**

e. Sec. 40-13(b). Disconnection and reconnections.

i. A **$25.00** delinquent fee will be charged on each residential account.

ii. A **$150.00** delinquent fee will be charged on each commercial account.

f. Sec. 40-15. Account creation or Reactivation fee.

i. All customers creating a utility account or opening additional account numbers shall pay a fee for creating a utility account, regardless the number of services provided by the City. Account creation fee: **$30.00.**

2. Article II. Water and Sewer Service
Division 2. Rates, Usage Charges and Fees

a. Sec. 40-63. Reserved for future use.

b. Sec. 40-64. Rates for water service.

i. All retail customers using water shall have a monthly service charge based on the water meter size and a monthly usage charge as follows:

ii. Service charge: established in Section 2-117.

Meter Size	Service Charge
1. ¾ inch	**$10.80** per month
2. 1 inch	**$13.55**per month
3. 1.5 inch	**$20.17**per month
4. 2 inch	**$31.85**per month
5. 3 inch	**$100.53**per month
6. 4 inch	**$149.35**per month
7. 6 inch	**$181.82**per month
8. 8 inch	**$181.82**per month

iii. Residential usage charge: Defined to be a domestic meter or irrigation meter serving a residence with one or two living units:

1. **$2.40** per 1,000 gallons for usage from 0—10,000 gallons
2. **$3.12** per 1,000 gallons for usage from 11,000—15,000 gallons
3. **$3.83** per 1,000 gallons for usage from 16,000—20,000 gallons
4. **$4.54** per 1,000 gallons for usage from 21,000—25,000 gallons
5. **$5.26** per 1,000 gallons for usage of 26,000 gallons and more

iv. Commercial usage charge: Defined to be a meter serving three or more living units or any commercial location, providing water for domestic usage:

1. **$2.64** per 1,000 gallons

v. Commercial irrigation usage charge: Defined to be a meter serving a commercial customer dedicated for non-domestic usage:

1. **$2.84** per 1,000 gallons
2. **$2.64** per 1000 Residential Multifamily 3 plus units

vi. Residential and Commercial customers in Brazos County Municipal Utility District #1**:** All rates as above, with an added 50% surcharge

c. Sec. 40-65. Rates for sewerage service.

i. For customers using sewerage service for household purposes, where City water service is provided with a meter for each residential unit, the monthly charges shall be as follows:

1. Service charge: **$**21.29for first 4,000 gallons of water metered.

2. Usage charge: **$**4.26per 1,000 gallons of water usage for the next 5,000 gallons of water metered.

3. Maximum billing: **$**46.87cap for metered water is 10,000 gallons.

ii. For customers using sewerage service for household purposes, multifamily residences with kitchen facilities in each residential unit where water service is provided without a meter for each residential unit shall pay a monthly charge per household unit as **$27.09**.

iii. For customers using sewerage service for household purposes, multifamily residences with more than 50 units without kitchen facilities in each unit shall pay a monthly charge per household unit of **$16.91**.

iv. For customers using sewerage service for household purposes, multifamily residences having 50 residential units or less without kitchen facilities in each residential unit, where water service is provided without a meter for each residential unit such as, but not limited to, fraternity houses, sorority houses, boarding houses and privately owned student dorms, the monthly charges shall be as follows:

1. Service charge as **$18.27**per month.

2. Usage charge as **$4.26**per 1,000 gallons of water usage.

v. For customers using sewerage service for commercial, industrial, or institutional business establishments, the monthly charges shall be as follows:

1. Service charge as **$18.27** per month.

2. Usage charge as **$5.07** per 1,000 gallons of water usage.

vi. For customers outside the City water service area (where City water meters do not exist), using City sewerage service for commercial, industrial, or institutional business establishments the customer will be charged a monthly rate, based on average rounded water use for the previous 12 months, the monthly charges shall be as follows:

1. Service charge as **$18.27** per month.

2. Usage charge as **$5.07** per 1,000 gallons of water usage, based on average monthly water use for the previous 12 months.

vii. For customers outside the City water service area (where City water meters do not exist), using City sewerage service for household purposes, the customer will be charged the monthly rate as set out in section 2-1 for 10,000 gallons per month, unless the customer establishes, as determined by the City Manager, that the average rounded water usage is less than 9,001 gallons per month in which case the customer will be charged the following amount:

1. 0—5,000 gallons per month **$21.29**

2. 5,001—7,000 gallons per month **$29.81**

3. 7,001—9,000 gallons per month **$38.34**

4. 9,001—10,000 > gallons per month **$46.87**

viii. For customers where sewerage service is provided through a satellite wastewater treatment plant not connected to the City's main sewer collection and treatment system (typically outside the corporate limits of the City) the monthly charge per residential unit is as **$51.50**.

ix. All customers receiving sewer service under contract where the sewer rates are not addressed in the contract shall pay **1.15 times** the amounts set forth above.

x. Residential and Commercial customers in Brazos County Municipal Utility District #1: All rates as above, with an added 50% surcharge.

d. Sec. 40-66. Water and sewer service connection fees, and sewer inspection fees.

i. Fee for water service connection. The City will charge a service charge to all customers connecting to the water system within or outside the corporate limits of the City. The service charge will be based on water meter size.

1. The water service connection fee shall apply to all connections to the water system, including meter set-ins. The service charge for water connection is:

Meter Size	Charge
a. ¾ inch	**$643.42**
b. 1 inch	**$783.34**
c. 1 ½ inch	**$2,121.06**
d. 2 inch	**$3,138.66**

2. For three-inch and larger water meters, a **$100.00** service charge will be assessed and includes only an inspection fee. Meters of this size must be purchased by the developer that meet current City specifications. The developer is responsible for contracting a licensed/bonded contractor, acquiring applicable permits to install the service connection in accordance with City specifications, and is to be inspected by the City before meter is placed into service.

ii. Fee for sewer service connection. All customers connecting to the sewerage system within or outside the corporate limits of the City will have a service charge based on sewer connection size.

Sewer Connection Size	Charge
a. 4 inch / RESIDENTIAL	**$350.00**
b. 6 inch / NONRESIDENTIAL	**$100.00**

e. Sec. 40-67. Fire flow testing.

i. For customers requesting a fire flow test on the existing City water system, an additional charge established in Section 2-117 will be assessed as described herein.

1. Fire Flow Test Fee: **$100.00** per tested hydrant.

Division 6. Cross-Connection Control and Backflow Prevention

f. Sec. 40-244. Cross-connection control program fees.

i. Backflow prevention assembly registration fee. There is a non-refundable registration fee for each nonresidential backflow prevention assembly device of **$25.00** per each separate device.

ii. Certified backflow prevention device tester registration fee. Annual registration fee for approved testers shall be a non-refundable fee of **$50.00**.

iii. Testing form booklet fee. The fee for a testing form booklet of 30 test forms shall be **$25.00** each. Other forms may be used with prior approval from the City.

iv. Deposit fee for fire hydrant water meter with backflow prevention device. There shall be a refundable deposit fee for fire hydrant meters with backflow prevention devices of **$1,000.00**. This fee shall be refunded when the meter/device is returned in good working order.

v. Fire Hydrant Meter Connection Fee - **$400.00**

3. Article III. Electric System
Division 2. Rate Schedules

a. Sec. 40-315. Electric Rate Schedule R (residential customers).

- Rate:
  - Service charge, **$7.00** per month; plus:
  - Energy charge, **$0.1169** per kWh for all kWh, except **$0.1123** per kWh for all kWh in the billing months of November through April.
  - Transmission Delivery Adjustment - **$.005** per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
  - 10% participation: **$0.1174** per kWh for all kWh, except **$0.1128** per kWh for all kWh in the billing months of November through April.
  - 50% participation: **$0.1194** per kWh for all kWh, except **$0.1148** per kWh for all kWh in the billing months of November through April.
  - 100% participation: **$0.1219** per kWh for all kWh, except **$0.1173** per kWh for all kWh in the billing months of November through April.

b. Sec. 40-316. Electric Rate Schedule R-1 (master metered residential units).

- Rate:
  - Service charge, **$100** per month; plus:
  - **$0.1169** per kWh for all kWh, except, **0.1123** per kWh for all kWh in the billing months of November through April.
  - Transmission Delivery Adjustment - **$.005** per kWh
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
  - 10% participation: **$0.1174** per kWh for all kWh, except **$0.1128** per kWh for all kWh in the billing months of November through April.
  - 50%participation: **$0.1194** per kWh for all kWh, except **$0.1148** per kWh for all kWh in the billing months of November through April.
  - 100% participation: **$0.1219** per kWh for all kWh, except **$0.1173** per kWh for all kWh in the billing months of November through April.

c. Sec. 40-317. Electric Rate Schedule SC (small commercial customers).

- Rate:
  1. Service charge. **$9.00** per month; plus

2. Energy charge. First 1,000 kWh **$0.1344** per kWh, **$0.1028** per kWh for all kWh over 1000.
3. Transmission Delivery Adjustment - **$.005** per kWh

- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
    1. 10% participation: First 1,000 kWh **$0.1349**, **$0.1033** all additional kWh
    2. 50% participation: First 1,000 kWh **$0.1369**, **$0.1053** all additional kWh
    3. 100% participation: First 1,000 kWh **$0.1394**, **$0.1078** all additional kWh

d. Sec. 40-318. Electric Rate Schedule LP-1 (medium commercial customers).

i. Rate:
    1. Service charge. **$25.00** per month; plus
    2. Demand charge. **$10.40** per kW of monthly billing demand; plus
    3. Energy charge. **$0.0729** per kWh for all kWh.
    4. Transmission Delivery Adjustment - **$.005** per kWh

ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
    1. **$181.00** - per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
    2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
    3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.

iii. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
    1. 10% participation: **$0.0734**/kWh
    2. 50% participation: **$0.0754**/kWh
    3. 100% participation: **$0.0779**/kWh

e. Sec. 40-319. Electric Rate Schedule LP-2 (large commercial).

i. Rate:
    1. Service charge: **$75.00** per month; plus
    2. Demand charge: **$10.40** per kW of monthly billing demand; plus
    3. Energy Charge: **$0.0703** per kWh for all kWh

ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
    1. **$3,195.00** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
    2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.

3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.

iii. The applicable rate schedule demand charges shall be replaced by the following on-peak/off-peak rates:

1. On-peak demand charge: **$6.65**; plus
2. Off-peak demand charge: **$3.75**.

iv. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.

1. 10%: **$0.0708**/kWh
2. 50%: **$0.0728**/kWh
3. 100%: **$0.0753**/kWh

f. Sec. 40-320. Electric rate Schedule LP-3 (industrial and institutional).

i. Rate:

1. Service charge: **$250.00** per month; plus
2. Demand charge: **$9.85** per kW of monthly billing demand; plus
3. Energy charge: **$0.0682** per kWh for all kWh.

ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest of the following charges:

1. **$15,034.85** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.

iii. The applicable rate schedule demand charges shall be replaced by the on-peak/off-peak rates established in Section 2-117.

1. On-Peak Demand Charge: **$6.65**, plus
2. Off-Peak Demand Charge: **$3.75**

iv. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.

1. 10% participation: **$0.0687**/kWh
2. 50% participation: **$0.0707**/kWh
3. 100% participation: **$0.0732**/kWh

g. Sec. 40-321. Electric Rate Schedule SL (security lights).

i. The rates per month per light are established in Section 2-117.

1. 100 Watt (or equivalent) **$11.25**
2. 200 Watt (or equivalent) **$16.50**
3. 400 Watt (or equivalent) **$33.00**

h. Sec. 40-323. Electric Rate Schedule PQF.

i. Rate. The City will pay the QF producer for all power purchased at the following rates:

1. Capacity. No payment shall be made, except by separate firm power contract between the producer and the City.

2. Energy. The metered output from the producer will be purchased at a rate equal to the City's total energy and transmission delivery cost divided by the total kilowatt-hours purchased, as calculated from the most recent wholesale power bill. In the event that the producer exercises the option to sell power to the City, there will be assessed, in addition to the minimum monthly bill requirements under the applicable service rate schedule, a customer service charge of **$15.00** per month to cover costs realized for metering, billing, maintenance, administrative, and other expenses necessary to maintain service to the QF.

i. Sec. 40-325. Electric Rate Schedule SRE.

i. Rate. In a billing month after the retail customer receives approval to interconnect their on-site generating system to the City s electric distribution system, the customer will be billed:

1. Based upon their current electric service rate for the kilowatt-hours used from the City s electric distribution system. The excess kilowatt-hours that are passed back to the system from their on-site generation will be purchased at a rate equal to the average base wholesale kilowatt-hour energy cost for power paid by the City. This average base wholesale kilowatt-hour energy cost will be calculated based upon the past years average wholesale cost and will be updated once a year (in October) to update this value.

2. The calculated amount for the excess kilowatt-hours passed back to the system will be credited to the current balance of the retail customer s utility account. If a credit exists at any time on the account, the customer may request in writing a refund for the credit amount. If the customer closes the account with a credit remainder in their account, they will be refunded this amount.

4. Article IV. Solid Waste Collection and Disposal
Division 2. Waste Collection Generally

a. Sec. 40-389. Residential collection generally.

i. Any customer generating more waste than one container will hold may request an additional container and shall pay an additional fee as established in Section 2-117. - **$11.20**

b. Sec. 40-391. Commercial collection.

i. If a container is unserviceable, such as being blocked or containing prohibited items, the City truck shall return to empty the container only after the container is

clear from other vehicles and/or prohibited items are removed from the container for a fee as established in Section 2-117. - **$10.10**

c. Sec. 40-395. Unprepared solid waste.

i. The City's Sanitation Division shall cause the clean-up of the improperly or unprepared waste, litter or debris that constitutes a health or nuisance to the community. The fee established in Section 2-117 or the actual cost of cleanup, whichever is greater, shall be paid by the responsible party. - **$66.00**

d. Sec. 40-399. Small animals.

i. Upon notice, the City will remove and dispose of small dead animals, including, but not limited to, dogs, cats, chickens, ducks and geese, either from private property or public rights-of-way, excluding animal clinics. - **$20.00**

ii. Customers requesting removal from private property shall place the animal in a plastic bag and place the bag curbside before notification of pick up. Removal and disposal of small dead animals from private animal clinics shall be for a fee as established in Section 2-117. - **$20.00**

Division 4. Rates and Charges

e. Sec. 40-495. Generally.

i. Solid waste collection rates are applied based on both the method and number of services provided. Except as otherwise provided in this division, the charges for solid waste collection and disposal shall be assessed according to the following schedule:

$16.00	Each single family detached residential unit or residential units in a building with less than a total of four attached residential units in a complex where each residential unit has been assigned a seventy (70) gallon automated solid waste container and provided with garbage, rubbish, brush and recycling collection once weekly.
$11.20	Additional monthly fee for each residential unit that has been assigned more than one seventy (70) gallon automated solid waste container. This rate shall be assessed for each additional container utilized.
$16.00	Each residential unit in a building with less than a total of four attached residential units in a complex that has been assigned a shared three hundred (300) gallon or larger automated solid waste collection container, that has not been identified as a multifamily apartment complex by the City, and provided with twice per week garbage collection, once per week curbside recycling collection and once per week rubbish/brush collection.
$7.50	Each residential unit in a building with a total of four or more attached residential units in a complex that has been identified as a multifamily apartment complex by the City, and is assigned a large solid waste container shared by multiple residential units for garbage collection only. Service will be provided twice weekly. Fraternities, Sororities, Privately owned Student Dorms, and customers within a residential

	and mixed use location shall not be assessed this rate, and will be charged according to the variable commercial collection rates listed in paragraph (2) below.
$14.95	Minimum monthly charge for small businesses that jointly use a commercial-type refuse container without causing a health, sanitation or litter problem.

f. Sec. 40-496. Commercial collection rates.

i. The monthly per container garbage collection and disposal charge for commercial locations shall be based on container size, number of containers utilized and frequency of collection per week.

Container Size	**Frequency of Collection**	**Monthly Rate**
Ninety gallon automated	1	**$18.00**
	2	**$37.00**
	3	**$55.00**
	4	**$72.00**
	5	**$90.00**
	6	**$106.00**
300/400 gallon automated or two cubic yard non compactor	1	**$132.00**
	2	**$174.00**
	3	**$212.00**
	4	**$250.00**
	5	**$290.00**
	6	**$336.00**
Four cubic yard non compactor	1	**$166.00**
	2	**$220.00**
	3	**$271.00**
	4	**$329.00**
	5	**$386.00**
	6	**$436.00**
Eight cubic yard non compactor	1	**$204.00**
	2	**$283.00**
	3	**$362.00**
	4	**$439.00**
	5	**$519.00**
	6	**$595.00**
Two cubic yard compactor	1	**$138.00**
	2	**$274.00**
	3	**$412.00**
	4	**$549.00**
	5	**$684.00**
	6	**$822.00**
Four cubic yard compactor	1	**$184.00**

	2	**$370.00**
	3	**$554.00**
	4	**$739.00**
	5	**$925.00**
	6	**$1110.00**
Six cubic yard compactor	1	**$248.00**
	2	**$499.00**
	3	**$748.00**
	4	**$997.00**
	5	**$1245.00**
	6	**$1494.00**

Sec. 40-497. Additional charges.

ii. The following Additional charges established in Section 2-117 will be assessed and collected upon the performance of the following described service or the occurrence of the described use or condition:

1. Per cycle fee for usage of the Northgate Promenade Commercial Compactor. The minimum monthly charge as described in Section 40-495 for small businesses that jointly use a commercial-type refuse container will apply until usage exceeds five cycles per calendar month. - **$17.19**- plus **$3.63** per access after six or more times to access
2. Daily rental fee for the use of any City-owned, 20 cubic yard roll-off container. - **$3.77**
3. Daily rental fee for the use of any City-owned, 30 cubic yard roll-off container. - **$4.04**
4. Daily rental fee for the use of any City-owned, 40 cubic yard roll-off container. - **$4.30**
5. Per carcass fee for 1 to 19 animal carcasses collected from a commercial veterinarian, plus a flat rate service charge of **$20.00**. The flat rate service charge is waived for 20 or more animal carcasses collected at one time.
6. Additional fee for collection service requested by customer in addition to the scheduled service on a 90-gallon container. - **$13.20**
7. Additional fee for any location (other than residential) where the container was blocked and the collection vehicle must return to provide service. - **$19.85**
8. Additional fee for collection service requested by customer in addition to the scheduled service on a 300-gallon or 400-gallon container. - **$26.00**
9. Additional fee for delivery and set-up on any City-owned, roll-off container. - **$37.95**
10. Additional fee for collection service requested by customer in addition to the scheduled service on a two cubic yard container. - **$26.00**
11. Additional fee for collection service requested by customer in addition to the scheduled service on a two cubic yard compactor. - **$33.00**
12. Additional fee for collection service requested by customer in addition to the scheduled service on a four cubic yard container. - **$40.00**

13. Additional fee for collection service requested by customer in addition to the scheduled service on a four cubic yard compactor. - **$46.30**
14. Additional fee for collection service requested by customer in addition to the scheduled service on an eight-cubic yard container. - **$53.00**
15. Additional fee for collection service requested by customer in addition to the scheduled service on a six cubic yard compactor. - **$60.00**
16. Unprepared solid waste minimum charge. - **$66.00**
17. All roll-off container service per load plus current per-ton landfill charge. - **$175.95**

5. Article V. Drainage Utility

a. Sec. 40-524. Rates.

i. All charges shall be made in accordance with the classification of properties by the following categories:

1. Residential service shall be charged on the basis of a set fee per residential unit.

a. Each single-family detached residential unit and each duplex residential unit: **$5.00** per month.
b. Each residential unit with two or more attached residential units and all residential units in a complex identified as a multifamily apartment complex: **$2.25** per month.

2. All other lots, tracts and parcels of land within the City shall be considered and charged on the basis of commercial use in accordance with the schedule of drainage charges established in Section 2-117 which are hereby levied against all such remaining lots, tract or parcels of land within the City unless covered by exemptions listed herein. Commercial service shall be calculated on the basis of building square footage. **$2.35/1,000** sq. ft. per month.

CHAPTER 103: BUILDINGS AND BUILDING REGULATIONS

1. Article V. Single-Family and Duplex Unit Rental Registration

a. Sec. 103-242(d). Registration required.

i. A fee established of **$15.00** shall be assessed per building at the time of any required registration. .

Legislation Details (With Text)

File #:	18-0597	**Version:** 2	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	9/4/2018		**In control:**	City Council Regular	
On agenda:	9/27/2018		**Final action:**		
Title:	Presentation, possible action, and discussion regarding City of College Station Excess Liability and Workers' Compensation Insurance, Property/Boiler & Machinery, Commercial Crime, EMT Liability, Auto Property Damage, Cyber Liability, Unmanned Aircraft liability and property; Special Events policies for Fiscal Year 2019. FY19 premiums for all lines of coverage are not to exceed $512,000.				
Sponsors:	Alison Pond				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding City of College Station Excess Liability and Workers' Compensation Insurance, Property/Boiler & Machinery, Commercial Crime, EMT Liability, Auto Property Damage, Cyber Liability, Unmanned Aircraft liability and property; Special Events policies for Fiscal Year 2019. FY19 premiums for all lines of coverage are not to exceed $512,000.

Relationship to Strategic Goals:

Good Governance
Financially Sustainable City

Recommendation(s): The City of College Station Human Resources and Risk Management Department recommends approval of the above referenced insurance policies for the period October 1, 2018 to October 1, 2019.

Summary: Risk Management completed applications to solicit proposals for Excess Liability, Workers' Compensation and Excess Liability, Property/Boiler & Machinery, Commercial Crime, Auto Physical Damage, UAV liability and property; EMT Liability and Cyber Liability. Sole Broker of Record McGriff, Seibels and Williams of Texas, Inc., submitted the City's applications to the appropriate carriers and evaluated all proposals submitted.

The City's property program had a total insured value increase of 5.8 percent, and the carrier's rate increased 12.7 percent for Property, Mobile Equipment, Boiler & Machinery and Fleet Catastrophic Loss, resulting in a premium increase of 18.5 percent. Excess Liability coverage had a premium reduction of 11.4 percent, with coverage added for animal mortality for two canine officers. Excess Workers' Compensation coverage saw a rate increase of two percent, with a 1.6 percent increase for payroll increases. The City's vehicle schedule expanded significantly with additional higher-value vehicles, and two paid losses resulting in the Auto Physical Damage premium for vehicles valued at

more than $50,000 increasing 17 percent. EMT liability coverage rates increased one percent, with no premium increase based on exposures (number of ambulances). Commercial crime coverage rates increased 2.6 percent, based on increased exposures. The cyber liability premium increase 14.5 percent based on increased exposures. New coverage is proposed for the City's Unmanned Aircraft (UAV) Fleet, which consists of four FAA-approved aircraft managed by the College Station Fire Department. Liability and hull coverage is included. First dollar coverage for special events saw a 2.3 percent increased based on added City-sponsored events.

Overall, FY19 insurance premiums, including the addition of UAV coverage and animal mortality coverage, total $516,371, an increase from FY18 of $17,016.00 or approximately 3.4 percent.

Budget & Financial Summary: Funds are available in the FY19 budget in the Property/Casualty Fund and the Workers' Compensation Fund.

Attachments: None

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Legislation Details (With Text)

File #:	18-0598	**Version:**	1	**Name:**	
Type:	Agreement			**Status:**	Consent Agenda
File created:	9/6/2018			**In control:**	City Council Regular
On agenda:	9/27/2018			**Final action:**	
Title:	Presentation, possible action, and discussion regarding increasing the FY 2018 expenditure limit for the purchase of Police uniforms, body armor and accessories from Miller Uniforms & Emblems by $55,000 for a new FY 2018 expenditure limit of $145,000.				
Sponsors:	Scott McCollum				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding increasing the FY 2018 expenditure limit for the purchase of Police uniforms, body armor and accessories from Miller Uniforms & Emblems by $55,000 for a new FY 2018 expenditure limit of $145,000.

Relationship to Strategic Goals: Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the increase to the FY 2018 expenditure limit.

Summary: The Police Department desires to make additional uniform purchases with Miller Uniform and Emblems, the designated uniform and body armor vendor used by the police department. This purchase will exceed the FY 2018 expenditure limit of $90,000. Police uniforms and body armor will be purchased from Miller Uniforms & Emblems through a BuyBoard purchasing cooperative contract. (Contract 524-17) BuyBoard is a purchasing cooperative for public agencies. All products and services available for purchase through BuyBoard contracts have been competitively bid and awarded and satisfy any State law requirements relating to competitive bids or proposals.

Budget & Financial Summary: Funds are available in the Police Department's FY 2018 general fund for clothing and uniforms.

Reviewed and Approved by Legal: N/A

Attachments: N/A

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Legislation Details (With Text)

File #:	18-0602	**Version:** 3	**Name:**	Ordinance Amend Veh Towing Sec 38-42	
Type:	Ordinance		**Status:**	Consent Agenda	
File created:	9/7/2018		**In control:**	City Council Regular	
On agenda:	9/27/2018		**Final action:**		
Title:	Presentation, possible action, and discussion on an ordinance amending Chapter 38, "Traffic and Vehicles," Article II, "Stopping, Standing and Parking," Division I, "Generally," Section 38-42 by adding language for towing unlawfully parked vehicles.				
Sponsors:	Debbie Eller				
Indexes:					
Code sections:					
Attachments:	CH 38 Sec 38-42 Ord Amend				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion on an ordinance amending Chapter 38, "Traffic and Vehicles," Article II, "Stopping, Standing and Parking," Division I, "Generally," Section 38-42 by adding language for towing unlawfully parked vehicles.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

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

Summary: This amendment is proposed to add Sec. 38-42 (c) Any motor vehicle unlawfully parked or violating any provisions in this Article whether parked on or in any public parking lot or structure, public property, street, road, highway or alley may be towed at the owner's or operator's expense.

At the July 26, 2018 City Council meeting, an ordinance amendment was adopted to allow the creation of a passenger pick-up zone in the surface parking lot in Northgate. This zone creates a safe place for Rideshare drivers, taxi drivers, and CARPOOL to pick-up and drop-off passengers in Northgate. This zone also assists in improving pedestrian safety in the Northgate District by reducing the practice of dropping-off and picking-up passengers in unsafe areas and will address the traffic and pedestrian congestion previously experienced on Boyett. This zone also leaves the designated fire lane clear for emergency response.

The passenger pick-up zone is in effect from 9:00 p.m. to 3:00 a.m. Signage has been installed to indicate this change in operation. However, there is a challenge with having the spaces cleared by 9:00 p.m. This amendment will allow for non-compliant vehicles to be towed at the owner's expense if vehicles remain in the passenger pick-up zone after 9:00 p.m.

Budget & Financial Summary: N/A

Attachments: Ordinance Amendment

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ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, "TRAFFIC AND VEHICLES," ARTICLE II, "STOPPING, STANDING AND PARKING," DIVISION 1 "GENERALLY," SECTION 38-42, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO TOWING UNLAWFULLY PARKED VEHICLES; 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 38, "Traffic and Vehicles," Article II, "Stopping, Standing and Parking," Division 1 "Generally," Section 38-42 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: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance 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) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST: **APPROVED:**

_____ **_____**

City Secretary **Mayor**

APPROVED:

_____

City Attorney

EXHIBIT A

That Chapter 38, "Vehicles and Traffic," Article II, "Stopping, Standing and Parking," Division II "Generally," Section 38-42 of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows by adding:

(c) Any motor vehicle unlawfully parked or violating any provisions in this Article, whether parked on or in any public parking lot or structure, public property, street, road, highway or alley may be towed at the owner's or operator's expense.

Legislation Details (With Text)

File #:	18-0604	**Version:** 1	**Name:**	Home Solicitation Ord Amend	
Type:	Ordinance		**Status:**	Consent Agenda	
File created:	9/7/2018		**In control:**	City Council Regular	
On agenda:	9/27/2018		**Final action:**		
Title:	Presentation, possible action, and discussion on an ordinance amending Chapter 8 "Business," Article V "Home Solicitation and Itinerant Vendors," Division 1 and 2 of the Code of Ordinances related to home solicitation.				
Sponsors:	Scott McCollum				
Indexes:					
Code sections:					
Attachments:	CH 8 Art 5 Home Sol Ord Amend 9-6-18 PDF Redline CH 8 Art 5 Home Sol Ord Amend 9-6-18 Clean				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion on an ordinance amending Chapter 8 "Business," Article V "Home Solicitation and Itinerant Vendors," Division 1 and 2 of the Code of Ordinances related to home solicitation.

Relationship to Strategic Goals:

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

Recommendation(s): Staff recommends approval

Summary: As a result of a citizen inquiry, a review of this ordinance was conducted by the Legal and Police Departments. Upon doing so, it was determined that a permit renewal, renewal fee and solicitor badge ID fee were not mentioned and some of the language was not clear or could be simplified. As such, minor modifications were made to the ordinance to make it more specific and more closely align with City expectations.

Budget & Financial Summary:
N/A

Attachments:
Redlined Ordinance
Ordinance

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ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 8, "BUSINESS," ARTICLE V, "HOME SOLICITATION AND ITINERANT VENDORS," DIVISIONS 1 AND 2 OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO HOME SOLICITATION; 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 8, "Business," Article V, "Home Solicitation and Itinerant Vendors," Divisions 1 and 2 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: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance 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) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST: **APPROVED:**

_____ **_____**
City Secretary **Mayor**

APPROVED:

_____
City Attorney

EXHIBIT A

That Chapter 8, “Business,” Article V, “Home Solicitation and Itinerant Vendors,” Division 1 “Generally” Sec. 8-185 of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

DIVISION 1 GENERALLY

Sec. 8-185. - Time and manner for conducting home solicitations.

(a) A person commits an offense if the person conducts or attempts to conduct (either personally or through an agent), a home solicitation at a residential premises:

(1) Before 9:00 a.m. or after 9:00 p.m. of any day, Monday through Sunday; or
(2) At any time on any Federally observed holiday.

(b) It is a defense to prosecution under Subsection (a) of this section that the visit to the residential premises resulted from the owner or occupant's request or appointment.

~~(c) In this section, the term "sunset" means the time of day in the City as published on the weather page of the official City newspaper as the time for sunset on that day.~~

That Chapter 8, "Business," Article V, "Home Solicitation and Itinerant Vendors," Division 2 "Home Solicitor Registration" Sec. 8-209 (a) of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

DIVISION 2. - HOME SOLICITOR REGISTRATION

Sec. 8-209. - Required; defenses.

(a) A person commits an offense if that person:

(1) Personally, by an agent, or as the agent of another, engages in a home solicitation without a valid certificate of registration or home solicitor identification badge issued to the person under this division;
(2) Engages in a home solicitation by using an agent who does not hold a valid certificate of registration or home solicitor identification badge issued under this division; or
(3) Engages in a home solicitation by acting as an agent of another person who does not hold a valid certificate of registration or home solicitor identification badge issued under this division.

That Chapter 8, "Business," Article V, "Home Solicitation and Itinerant Vendors," Division 2 "Home Solicitor Registration" Sec. 8-210 of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 8-210. - Application; fee; expiration; non-transferability; material changes.

(a) To obtain a certificate of registration to conduct home solicitations, a person must file a written application with the City Manager or designee on the City-issued form. The application must include the following information regardless ~~:~~

~~(1) If the applicant is a company:~~

~~a. The company name, address, and telephone number;~~

~~b. The name, address, telephone number, and title of each of its officers;~~

~~c. The date and place of incorporation or establishment of the business;~~

~~d. The name, address, date of birth and telephone number of each person who will be conducting a home solicitation in the City for the applicant;~~

~~e. Proof of applicant's compliance with State or Federal law for the operation of the proposed business, to include Texas Labor Code ch. 51, as amended; and~~

~~f. Any other information the City Manager or designee determines necessary to the enforcement and administration of this article.~~

~~(2) if If~~ the applicant is an individual or company:

(1) ~~a.~~ The applicant's ~~-~~name, address, and telephone number and if an individual his or her date of birth, even if the individual is acting as an agent or submitting the application for the applicant.~~.~~
(2) ~~b. The name, address, date of birth and telephone number of any individual or company for which the applicant is acting as an agent~~If the applicant is a company the title of each of its officers and date and place of incorporation or location of the business establishment.
(3) ~~c.~~ The name, address, date of birth and telephone number of each person conducting home solicitation ~~who will be conducting a home solicitation~~ in the City for the applicant.
(4) ~~d.~~ A photograph of the applicant and of each person soliciting taken within the preceding twelve (12) months, which clearly depicts the applicant's facial features.
(5) ~~e.~~ The applicant's and each person soliciting date of birth and proof of driver's license including the driver's license number and ~~(with~~ the issuing state ~~of issuance)~~ or~~,~~ if the ~~applicant~~ person does not have a driver's license, proof of a government issued personal identification card with the government number~~, from another government issued personal identification card containing~~ the ~~applicant's~~ person's photograph and date of birth.

(6) ~~f.~~ The names of other ~~communities~~ cities or jurisdictions in which the applicant and each person soliciting has worked as a home solicitor in the past twelve (12) months and~~,~~ if the ~~applicant~~ person was an agent of different companies in the other ~~communities~~cities or jurisdictions, the names of those companies.

(7) ~~g.~~ The nature, character, and quality of the goods or services to be advertised, offered for sale, or delivered as part of the home solicitation.

(8) ~~h.~~ Whether the applicant and each person soliciting, upon obtaining an order for goods or services, will demand, accept, or receive payment or a deposit of money in advance of final delivery of the goods or services.

(9) ~~i.~~ The dates, times, and locations for which the applicant and each person soliciting proposes to conduct home solicitations in the City.

(10) ~~j.~~ An outline of the method to be used in conducting the home solicitations.

(11) ~~k.~~ Whether the applicant and each person soliciting has been convicted of any crime listed in Section 8-211~~(a)(2)~~ within the time period listed in Section 8-211~~(a)(2)j~~ and the applicant's and each person soliciting signed consent authorizing the City to obtain a criminal history report on the applicant and each solicitor.

(12) ~~l.~~ Proof that the applicant and each person soliciting possesses all licenses or permits required by this Code or by State or Federal law for the operation of the proposed business.

(13) ~~m.~~ If the applicant is an agent of an individual or company, sufficient written proof of the applicant's authority to represent and act on behalf of the individual or company.

(14) If a company, proof of applicant's compliance with State or Federal law for the operation of the proposed business, to include Texas Labor Code ch. 51, as amended.

~~(13)~~(15) ~~n.~~ Any other information the City Manager or designee determines necessary to the enforcement and administration of this article.

(b) Any application filed under this section must be accompanied by a nonrefundable registration or renewal fee and identification badge ~~f~~fees for each home solicitor established in Section 2-117.

(c) Upon expiration, the registrant may apply for a registration renewal in the same manner prescribed by this division for a new registration.

(d) Neither a certificate of registration nor an identification badge is transferable from one person to another, but:

(1) Both may be used by the registrant to act as an agent for different individuals or companies during the registration term if the City Manager or designee is notified in accordance with this section; and

(2) A registrant under Subsection (a)(1) of this section may request additional copies of the certificate of registration at the time of issuance so that each agent may comply with the display requirements of this section.

(e) A registrant shall notify the City Manager or designee within five days after any material change in the information on the application during the registration term. A material change includes, but is not limited to:

(1) When a registrant becomes an agent for another individual or company;
(2) When a registrant terminates an individual's authority to serve as the registrant's agent;
(3) A change in the nature, character, and quality of the goods or services; or
(4) A change in the dates, times, and locations proposed for conducting home solicitations in the City.

(f) A certificate of registration expires thirty (30) days after the issue date. The registration may be renewed for a successive (30) thirty day period, if the application is made within the previous thirty (30) day registration period. Before expiration, the registrant may apply for a registration renewal in the same manner prescribed by this section for a new registration, submit a renewal fee and identification badge fees. ~~.~~

That Chapter 8, “Business,” Article V, “Home Solicitation and Itinerant Vendors,” Division 2 “Home Solicitor Registration” Sec. 8-211 (c) and (d) of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 8-211. - Issuance, denial, and display of registration; identification badge.

(c) Upon issuing a certificate of registration, the City Manager or designee shall ~~also~~ issue the registrant and each person soliciting an identification badge. At all times the registrant and each person soliciting is conducting home solicitations in the City, the registrant shall prominently display the identification badge on the registrant's clothing and maintain the certificate of registration on the registrant's person. The registrant shall allow the certificate of registration and the identification badge to be examined upon request by the City Manager or designee, any Police Officer, any City Code Enforcement Officer, or the owner or occupant of the residential premises on which a home solicitation is being conducted.

(d) If a City-issued home solicitor's identification badge is lost, mutilated, or destroyed, the City Manager or designee shall issue the registrant or each person soliciting a duplicate identification badge upon payment of a duplicate badge fee established in Section 2-117.

That Chapter 8, "Business," Article V, "Home Solicitation and Itinerant Vendors," Division 2 "Home Solicitor Registration" Sec. 8-212 of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 8-213~~3~~2. - Suspension.

(a) The City Manager or designee may suspend a certificate of registration for a definite period of time not to exceed thirty (30) days if the City Manager or designee determines that:

(1) A violation of this Code or any other law concerning the sale or distribution of goods or services, or the distribution of commercial printed matter, by the registrant or the registrant's agent has occurred; or

(2) The registrant or a representative authorized to supervise the registrant's agents has failed to establish policy and take action to discourage, prevent, or correct violations of this article by agents.

(b) The City Manager or designee shall send to the registrant by certified mail, return receipt requested, a written statement setting forth the reasons for the suspension and notifying the registrant of the right to appeal. A timely request for appeal by the registrant stays the effect of the suspension unless the City Manager or designee determines that an emergency exists.

(c) For purposes of this section, an emergency exists if the City Manager or designee determines that a violation has occurred and constitutes an imminent and serious threat to the public health or safety. In case of an emergency, the City Manager or designee may order the registrant or the registrant's representative to correct the violation immediately or cease home solicitations to the extent the City Manager or designee determines is necessary to abate the threat until the violation is corrected.

That Chapter 8, "Business," Article V, "Home Solicitation and Itinerant Vendors," Division 2 "Home Solicitor Registration" Sec. 8-213 of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 8-~~212~~213. - Revocation.

(a) The City Manager or designee shall revoke a certificate of registration if the City Manager or designee determines that:

(1) The registrant or an agent of the registrant, individually or cumulatively, has been convicted in any court of two violations of this Code or any other law concerning the sale or distribution of goods or services, or the distribution of commercial printed matter, within a twelve (12) month period. The fact that a conviction is being appealed has no effect;

(2) The registrant has given false or misleading information of a material nature or has withheld material information on the application or in any hearing concerning the application or registration;

(3) The registrant or an agent of the registrant has intentionally or knowingly or otherwise impeded a lawful inspection by the City Manager or designee, his or her authorized representative, or any representative of another department who has the authority to inspect the registrant and the registrant's business procedure; or

(4) A cause for suspension under Section 8-~~213~~212 (a) or (b) occurs and the certificate of registration has been suspended within the preceding twelve (12) months.

(b) The City Manager or designee shall send to the registrant by certified mail, return receipt requested, a written statement setting forth the reasons for the revocation and notifying the registrant of the right to appeal.

(c) If the City Manager or designee revokes a certificate of registration, the fee already paid for the registration will be forfeited. A person whose certificate of registration has been revoked under this section may not apply for or be issued a new registration for a period of one year after the date the revocation took effect, except that, if the City Manager or designee determines that the basis for the revocation has been corrected, the person may apply for and be issued a new certificate of registration if at least ninety (90) days have elapsed since the date the revocation took effect.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 8, "BUSINESS," ARTICLE V, "HOME SOLICITATION AND ITINERANT VENDORS," DIVISIONS 1 AND 2 OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO HOME SOLICITATION; 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 8, "Business," Article V, "Home Solicitation and Itinerant Vendors," Divisions 1 and 2 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: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance 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) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST: **APPROVED:**

_____ **_____**

City Secretary **Mayor**

APPROVED:

_____

City Attorney

EXHIBIT A

That Chapter 8, "Business," Article V, "Home Solicitation and Itinerant Vendors," Division 1 "Generally" Sec. 8-185 of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

DIVISION 1 GENERALLY

Sec. 8-185. - Time and manner for conducting home solicitations.

(a) A person commits an offense if the person conducts or attempts to conduct (either personally or through an agent), a home solicitation at a residential premises:

(1) Before 9:00 a.m. or after 9:00 p.m. of any day, Monday through Sunday; or
(2) At any time on any Federally observed holiday.

(b) It is a defense to prosecution under Subsection (a) of this section that the visit to the residential premises resulted from the owner or occupant's request or appointment.

That Chapter 8, "Business," Article V, "Home Solicitation and Itinerant Vendors," Division 2 "Home Solicitor Registration" Sec. 8-209 (a) of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

DIVISION 2. - HOME SOLICITOR REGISTRATION

Sec. 8-209. - Required; defenses.

(a) A person commits an offense if that person:

(1) Personally, by an agent, or as the agent of another, engages in a home solicitation without a valid certificate of registration or home solicitor identification badge issued to the person under this division;
(2) Engages in a home solicitation by using an agent who does not hold a valid certificate of registration or home solicitor identification badge issued under this division; or
(3) Engages in a home solicitation by acting as an agent of another person who does not hold a valid certificate of registration or home solicitor identification badge issued under this division.

That Chapter 8, "Business," Article V, "Home Solicitation and Itinerant Vendors," Division 2 "Home Solicitor Registration" Sec. 8-210 of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 8-210. - Application; fee; expiration; non-transferability; material changes.

(a) To obtain a certificate of registration to conduct home solicitations, a person must file a written application with the City Manager or designee on the City-issued form. The application must include the following information regardless if the applicant is an individual or company:

(1) The applicant's name, address, and telephone number and if an individual his or her date of birth, even if the individual is acting as an agent or submitting the application for the applicant.
(2) If the applicant is a company the title of each of its officers and date and place of incorporation or location of the business establishment.
(3) The name, address, date of birth and telephone number of each person conducting home solicitation in the City for the applicant.
(4) A photograph of the applicant and of each person soliciting taken within the preceding twelve (12) months, which clearly depicts the applicant's facial features.
(5) The applicant's and each person soliciting date of birth and proof of driver's license including the driver's license number and the issuing state or if the person does not have a driver's license, proof of a government issued personal identification card with the government number, the person's photograph and date of birth.
(6) The names of other cities or jurisdictions in which the applicant and each person soliciting has worked as a home solicitor in the past twelve (12) months and if the person was an agent of different companies in the other cities or jurisdictions, the names of those companies.
(7) The nature, character, and quality of the goods or services to be advertised, offered for sale, or delivered as part of the home solicitation.
(8) Whether the applicant and each person soliciting, upon obtaining an order for goods or services, will demand, accept, or receive payment or a deposit of money in advance of final delivery of the goods or services.
(9) The dates, times, and locations for which the applicant and each person soliciting proposes to conduct home solicitations in the City.
(10) An outline of the method to be used in conducting the home solicitations.
(11) Whether the applicant and each person soliciting has been convicted of any crime listed in Section 8-211 within the time period listed in Section 8-211 and the applicant's and each person soliciting signed consent authorizing the City to obtain a criminal history report on the applicant and each solicitor.
(12) Proof that the applicant and each person soliciting possesses all licenses or permits required by this Code or by State or Federal law for the operation of the proposed business.
(13) If the applicant is an agent of an individual or company, sufficient written proof of the applicant's authority to represent and act on behalf of the individual or company.
(14) If a company, proof of applicant's compliance with State or Federal law for the operation of the proposed business, to include Texas Labor Code ch. 51, as amended.

(15) Any other information the City Manager or designee determines necessary to the enforcement and administration of this article.

(b) Any application filed under this section must be accompanied by a nonrefundable registration or renewal fee and identification badge fees for each home solicitor established in Section 2-117.

(c) Upon expiration, the registrant may apply for a registration renewal in the same manner prescribed by this division for a new registration.

(d) Neither a certificate of registration nor an identification badge is transferable from one person to another, but:

(1) Both may be used by the registrant to act as an agent for different individuals or companies during the registration term if the City Manager or designee is notified in accordance with this section; and
(2) A registrant under Subsection (a)(1) of this section may request additional copies of the certificate of registration at the time of issuance so that each agent may comply with the display requirements of this section.

(e) A registrant shall notify the City Manager or designee within five days after any material change in the information on the application during the registration term. A material change includes, but is not limited to:
(1) When a registrant becomes an agent for another individual or company;
(2) When a registrant terminates an individual's authority to serve as the registrant's agent;
(3) A change in the nature, character, and quality of the goods or services; or
(4) A change in the dates, times, and locations proposed for conducting home solicitations in the City.

(f) A certificate of registration expires thirty (30) days after the issue date. The registration may be renewed for a successive (30) thirty day period, if the application is made within the previous thirty (30) day registration period. Before expiration, the registrant may apply for a registration renewal in the same manner prescribed by this section for a new registration, submit a renewal fee and identification badge fees.

That Chapter 8, "Business," Article V, "Home Solicitation and Itinerant Vendors," Division 2 "Home Solicitor Registration" Sec. 8-211 (c) and (d) of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 8-211. - Issuance, denial, and display of registration; identification badge.

(c) Upon issuing a certificate of registration, the City Manager or designee shall issue the registrant and each person soliciting an identification badge. At all times the registrant and each person soliciting is conducting home solicitations in the City, the registrant shall prominently display the identification badge on the registrant's clothing and maintain the certificate of registration on the registrant's person. The registrant shall allow the certificate of registration and the identification badge to be examined upon request by the City Manager or designee, any Police Officer, any City Code Enforcement Officer, or the owner or occupant of the residential premises on which a home solicitation is being conducted.

(d) If a City-issued home solicitor's identification badge is lost, mutilated, or destroyed, the City Manager or designee shall issue the registrant or each person soliciting a duplicate identification badge upon payment of a duplicate badge fee established in Section 2-117.

That Chapter 8, "Business," Article V, "Home Solicitation and Itinerant Vendors," Division 2 "Home Solicitor Registration" Sec. 8-212 of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 8-212. - Suspension.

(a) The City Manager or designee may suspend a certificate of registration for a definite period of time not to exceed thirty (30) days if the City Manager or designee determines that:

(1) A violation of this Code or any other law concerning the sale or distribution of goods or services, or the distribution of commercial printed matter, by the registrant or the registrant's agent has occurred; or

(2) The registrant or a representative authorized to supervise the registrant's agents has failed to establish policy and take action to discourage, prevent, or correct violations of this article by agents.

(b) The City Manager or designee shall send to the registrant by certified mail, return receipt requested, a written statement setting forth the reasons for the suspension and notifying the registrant of the right to appeal. A timely request for appeal by the registrant stays the effect of the suspension unless the City Manager or designee determines that an emergency exists.

(c) For purposes of this section, an emergency exists if the City Manager or designee determines that a violation has occurred and constitutes an imminent and serious threat to the public health or safety. In case of an emergency, the City Manager or designee may order the registrant or the registrant's representative to correct the violation immediately or cease home solicitations to the extent the City Manager or designee determines is necessary to abate the threat until the violation is corrected.

That Chapter 8, "Business," Article V, "Home Solicitation and Itinerant Vendors," Division 2 "Home Solicitor Registration" Sec. 8-213 of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 8-213. - Revocation.

(a) The City Manager or designee shall revoke a certificate of registration if the City Manager or designee determines that:

(1) The registrant or an agent of the registrant, individually or cumulatively, has been convicted in any court of two violations of this Code or any other law concerning the sale or distribution of goods or services, or the distribution of commercial printed matter, within a twelve (12) month period. The fact that a conviction is being appealed has no effect;
(2) The registrant has given false or misleading information of a material nature or has withheld material information on the application or in any hearing concerning the application or registration;
(3) The registrant or an agent of the registrant has intentionally or knowingly or otherwise impeded a lawful inspection by the City Manager or designee, his or her authorized representative, or any representative of another department who has the authority to inspect the registrant and the registrant's business procedure; or
(4) A cause for suspension under Section 8-212 (a) or (b) occurs and the certificate of registration has been suspended within the preceding twelve (12) months.

(b) The City Manager or designee shall send to the registrant by certified mail, return receipt requested, a written statement setting forth the reasons for the revocation and notifying the registrant of the right to appeal.

(c) If the City Manager or designee revokes a certificate of registration, the fee already paid for the registration will be forfeited. A person whose certificate of registration has been revoked under this section may not apply for or be issued a new registration for a period of one year after the date the revocation took effect, except that, if the City Manager or designee determines that the basis for the revocation has been corrected, the person may apply for and be issued a new certificate of registration if at least ninety (90) days have elapsed since the date the revocation took effect.

Legislation Details (With Text)

File #:	18-0605	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	9/7/2018		**In control:**	City Council Regular	
On agenda:	9/27/2018		**Final action:**		
Title:	Presentation, possible action, and discussion on approving a contract for the grant of federal HOME Investment Partnership Program Grant (HOME) Community Housing Development Organization (CHDO) Set-Aside funds with Elder-Aid, Inc. in the amount of $200,000 for acquisition and rehabilitation of two (2) existing dwelling units located at 3416-3418 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

Presentation, possible action, and discussion on approving a contract for the grant of federal HOME Investment Partnership Program Grant (HOME) Community Housing Development Organization (CHDO) Set-Aside funds with Elder-Aid, Inc. in the amount of $200,000 for acquisition and rehabilitation of two (2) existing dwelling units located at 3416-3418 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 program 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 year's 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 complies 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 ten 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 many single-family homes restricted for rental to elderly households. Elder-Aid submitted a proposal 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 3416-3418 Normand Dr.

Budget & Financial Summary: These funds are available in the FY 2017, FY 2018 and FY 2019 HOME budget.

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 (***Federal Award Identification CFDA 14.239 and Federal Award Date 10/1/2016, 10/1/2017, and 10/1/2018)*** 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 October 1, 2018, and the project shall be completed by September 30, 2020, 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 **SIXTY EIGHT THOUSAND SEVEN HUNDRED NINETY EIGHT AND 00/100, ($68,798.00), FROM THE FY 2017 (HUD GRANT YEAR 2016) AND FIFTY FIVE THOUSAND EIGHT HUNDRED THIRTY NINE AND 00/100, ($55,839.00), FROM THE FY 2018 (HUD GRANT YEAR 2017) AND SEVENTY FIVE THOUSAND THREE HUNDRED SIXTY THREE AND 00/100, ($75,363.00), FROM THE FY 2019 (HUD GRANT YEAR 2018) 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 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPALS 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), 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 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 2 CFR Part 200 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.

Section 15.04 To the extent this contract is considered a contract for goods or services subject to § 2270.002 Texas Government Code, Recipient verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract.

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 disbursal 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, and Recipient shall execute, 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.	HOME Income Limits
(h)	Exhibit H.	Project Compliance Report: Rental Housing Checklist 6-D
(i)	Exhibit I.	Project Narrative
(j)	Exhibit J.	Insurance Requirements
(k)	Exhibit K.	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.

By: James C Thomas
Printed Name: JAMES C THOMAS
Title: PRES, BOARD OF DIRECTORS
Date: 9/2/18

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

STATE OF TEXAS §
§ **ACKNOWLEDGMENT**
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 2ND day of Sept., 2018, by James Thomas, in their capacity as Pres. BOD. of Elder Aid, a Texas Non-Profit Corporation.

MARY LEANNA GIBSON
Notary Public, State of Texas
Comm. Expires 01-29-2020
Notary ID 130517243

Mary Leanna Gibson
Notary Public in and for
the State of Texas

STATE OF TEXAS §
§ **ACKNOWLEDGMENT**
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the _____ day of _____, 2018, by _____, 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 **SIXTY EIGHT THOUSAND SEVEN HUNDRED NINETY EIGHT AND 00/100, ($68,798.00), FROM THE FY 2017 (HUD GRANT YEAR 2016) AND FIFTY FIVE THOUSAND EIGHT HUNDRED THIRTY NINE AND 00/100, ($55,839.00), FROM THE FY 2018 (HUD GRANT YEAR 2017) AND SEVENTY FIVE THOUSAND THREE HUNDRED SIXTY THREE AND 00/100, ($75,363.00), FROM THE FY 2019 (HUD GRANT YEAR 2018) 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 homeslessness.

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:
3416 & 3418 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 September 30, 2020.

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, Budget.

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	$200,000.00

USES OF FUNDS:

Acquisition Costs	$130,000.00
Rehabilitation & Development Costs	$65,000.00
CHDO Developer Fee	$5,000.00

EXHIBIT C

PROJECT IMPLEMENTATION SCHEDULE

CONTRACT START DATE: October 1, 2018

CONTRACT END DATE: September 30, 2020

PRODUCTION SCHEDULE:

Month	HOME Amount Expended	# Housing Units Completed	# Housing Units Occupied
October 2018	130,000.00		
November 2018	20,000.00		
December 2018	10,000.00		
January 2019	10,000.00		
February 2019	10,000.00		
March 2019	5,000.00		
April 2019	5,000.00		
May 2019	5,000.00	2	
June 2019	5,000.00		2

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 1;

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 DATE: 9/2/18

James Thomas
President
ELDER-AID, INC.

EXHIBIT F
HOME Program Rents
College Station-Bryan MSA
Effective June 1, 2018

	Efficiency	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Low HOME Rent	$590	$631	$757	$875	$976	$1,077	$1,177
High HOME Rent	$655	$756	**$908**	$1,104	$1,211	$1,318	$1,425

EXHIBIT G
HOME Program Income Limits
College Station-Bryan MSA
Effective June 1, 2018

	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
30% AMI	$14,150	$16,200	$18,200	$20,200	$21,850	$23,450	$25,050	$26,700
50% AMI	$23,600	$26,950	$30,300	$33,650	$36,350	$39,050	$41,750	$44,450
60% AMI	$28,320	$32,340	$36,360	$40,380	$43,620	$46,860	$50,100	$53,340
80% AMI	$37,700	$43,050	$48,450	$53,800	$58,150	$62,450	$66,750	$71,050

EXHIBIT H
HOME PROJECT COMPLIANCE REPORT:
RENTAL HOUSING CHECKLIST 6-D

HOME Monitoring Checklist 6-D

Project Compliance Report: Rental Housing

Project Name: _____ Owner Name: _____

Project ID: _____ Reporting Period: from _____ to _____

A	B	C	D	E	F	G	H	I	J	K	
UNIT NUMBER	LOW OR HIGH HOME RENT UNIT?	TENANT NAME	NO. PERS.	NO. BR'S	DATE OF LAST INCOME CERT.	MAX RENT	UTILITY ALLOWANCE	MONTHLY UNIT RENT	TENANTS ANNUAL GROSS INCOME	COMPLIANCE Y/N?	UNIT STATUS (PJ Only)

Reviewer: _____ Date: _____

Monitoring HOME Program Performance

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
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 K
CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/06/2018

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 Jones & Associates PO Box 4044 Bryan TX 77805-	CONTACT NAME: Katelyn Serres PHONE (A/C, No, Ext): (979)776-4740 FAX (A/C, No): (979)776-4745 E-MAIL ADDRESS: katelyn@jonesinsurance.com
INSURED Elder-Aid, Inc. 307 S Main St, Suite 202 Bryan TX 77803-6949	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Nautilus Insurance Company INSURER B: Hochheim Prairie Farm Mutual INSURER C: Texas Mutual Insurance Company INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			NN939787	08/12/2018	08/12/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 100,000 $ 5,000 $ 500,000 $ 1,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BO-5678342	01/13/2018	01/13/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	0001220341	01/27/2018	01/27/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

AI 000001

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

Katelyn Serres

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NORMAND DRIVE
RESCUE COURT
3416-3418 Normand Dr.
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Legislation Details (With Text)

File #:	18-0607	**Version:** 1	**Name:**	Traffic Signs	
Type:	Bid Award		**Status:**	Consent Agenda	
File created:	9/9/2018		**In control:**	City Council Regular	
On agenda:	9/27/2018		**Final action:**		
Title:	Presentation, possible action, and discussion on purchasing traffic signs, prefabricated signs and sign blanks from Vulcan Signs Inc. for $54,224.50 and presentation, possible action and discussion on purchasing traffic sign hardware and posts from Dobie Supply for $61,585 both totaling $115,809.50.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Bid 18-114 Tab.pdf 19300028 - Vulcan Inc, dba Vulcan Signs 19300027 - Dobie Supply LLC				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion on purchasing traffic signs, prefabricated signs and sign blanks from Vulcan Signs Inc. for $54,224.50 and presentation, possible action and discussion on purchasing traffic sign hardware and posts from Dobie Supply for $61,585 both totaling $115,809.50.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

Recommendation(s): Staff recommends award of Bid #15-059 to the lowest responsible bidders in two (2) categories. Category I-prefabricated traffic signs, traffic signs and traffic sign blanks to Vulcan Signs Inc. for $54,224.50. Category II-traffic sign hardware and traffic sign posts to Dobie Supply for $61,585.00.

Summary: Bids for the Annual Blanket Purchase Order for purchase of roadway traffic signs and posts were received from four (4) different vendors.

Budget & Financial Summary: Funding for the Annual Blanket Purchase Order for the purchase of traffic signs and posts is provided from the Traffic Operations Budget.

Attachments:

1. Bid Tabulation and Purchase Orders

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ITB 18-114
Annual Agreement for Street Signs and Posts
Open Date: Wednesday, September 5,2018 @ 2:00

				Dobie Supply Buda, TX		Osburn Associates Logan, OH		Trantex Transportation Productions of Texas, Inc. Houston, TX		Vulcan, Inc, dba Vulcan Signs Foley, AL	
Item No.	**Qty (Estimate)**	**UOM**	**Description**	**Unit Price**	**Bid Amount**	**Unit Price**	**Bid Amount**	**Unit Price**	**Bid Amount**	**Unit Price**	**Bid Amount**
CATEGORY I - Signs (Prefabricated)											
1	150	ea	R1-1 STOP signs, .080" X 30" X 30", 3M High Intensity Grade Prismatic Sheeting Series 3930	$ 28.00	$ 4,200.00	$ 29.38	$ 4,407.00		$ -	$ 26.21	$ 3,931.50
2	150	ea	R1-1 STOP signs, .080" X 36" X 36", 3M High Intensity Grade Prismatic Sheeting Series 3930	$ 38.00	$ 5,700.00	$ 42.30	$ 6,345.00		$ -	$ 37.73	$ 5,659.50
3	100	ea	All Series @ Custom Messages, .080 X 24" X 18" w/3M High Intensity Grade Prismatic Sheeting Series 3930	$ 21.00	$ 2,100.00	$ 16.44	$ 1,644.00		$ -	$ 12.81	$ 1,281.00
4	50	ea	All Series & Custom Messages, .080 X 18" X 6", w/3M High Intensity Grade Prismatic Sheeting, Series 3930	$ 5.25	$ 262.50	$ 4.11	$ 205.50		$ -	$ 3.53	$ 176.50
5	300	ea	All Series & Custom Messages, .080 X 12" X 18", w/3M High Intensity Grade Prismatic Sheeting, Series 3930	$ 10.50	$ 3,150.00	$ 8.22	$ 2,466.00		$ -	$ 6.45	$ 1,935.00
6	200	ea	All Series & Custom Messages, .080 X 12" X 24", w/3M High Intensity Grade Prismatic Sheeting, Series 3930	$ 14.50	$ 2,900.00	$ 10.96	$ 2,192.00		$ -	$ 8.64	$ 1,728.00
7	150	ea	All Series & Custom Messages, .080 X 24" X 30", w/3M High Intensity Grade Prismatic Sheeting, Series 3930	$ 35.00	$ 5,250.00	$ 27.40	$ 4,110.00		$ -	$ 21.35	$ 3,202.50
8	100	ea	All Series & Custom Messages, .080 X 30" X 30", w/3M High Intensity Grade Prismatic Sheeting, Series 3930	$ 43.75	$ 4,375.00	$ 34.25	$ 3,425.00		$ -	$ 26.69	$ 2,669.00
9	100	ea	All Series & Custom Messages, .080 X 30" X 36", w/3M High Intensity Grade Prismatic Sheeting, Series 3930	$ 52.50	$ 5,250.00	$ 41.10	$ 4,110.00		$ -	$ 32.03	$ 3,203.00
10	75	ea	All Series & Custom Messages, .080 X 36" X 36", w/3M High Intensity Grade Prismatic Sheeting, Series 3930	$ 63.00	$ 4,725.00	$ 49.32	$ 3,699.00		$ -	$ 38.43	$ 2,882.25
11	50	ea	All Series & Custom Messages, .080 X 36" X 42", w/3M High Intensity Grade Prismatic Sheeting, Series 3930	$ 73.50	$ 3,675.00	$ 57.54	$ 2,877.00		$ -	$ 44.84	$ 2,242.00
12	50	ea	All Series & Custom Messages, .080 X 48" X 36", w/3M High Intensity Grade Prismatic Sheeting, Series 3930	$ 84.00	$ 4,200.00	$ 65.76	$ 3,288.00		$ -	$ 51.24	$ 2,562.00
13	100	ea	30" x 10" x.125 Flat Blade Street Name Blades w/ 3M High Intensity Grade Prismatic Sheeting Series 3930/White on both sides	$ 29.16	$ 2,916.00	$ 28.02	$ 2,802.00		$ -	$ 19.37	$ 1,937.00
14	100	ea	36" x 10" x.125 Flat Blade Street Name Blades w/ 3M High Intensity Grade Prismatic Sheeting Series 3930/White on both sides	$ 35.00	$ 3,500.00	$ 34.70	$ 3,470.00		$ -	$ 23.29	$ 2,329.00
15	100	ea	42" x 10" x .125 Flat Street Name Blades w/ 3M High Intensity Grade Prismatic Sheeting Series 3930/White on both sides	$ 40.83	$ 4,083.00	$ 40.48	$ 4,048.00		$ -	$ 27.16	$ 2,716.00
16	100	ea	48" x 10" x.125 Flat Blade Street Name Blades w/ 3M High Intensity Grade Prismatic Sheeting Series 3930/White on both sides	$ 49.33	$ 4,933.00	$ 46.27	$ 4,627.00		$ -	$ 31.03	$ 3,103.00
17	50	ea	54" x 10" x .125 Flat Blade Street Name Blades w/ 3M High Intensity Grade Prismatic Sheeting Series 3930/White on both sides	$ 52.50	$ 2,625.00	$ 52.05	$ 2,602.50		$ -	$ 34.93	$ 1,746.50
18	25	ea	60" x 10" x .125 Flat Blade Street Name Blades w/ 3M High Intensity Grade Prismatic Sheeting Series 3930/White on both sides	$ 58.31	$ 1,457.75	$ 57.83	$ 1,445.75		$ -	$ 38.79	$ 969.75
19	50	ea	30" x 12"x .125 Flat Blade Street Name Blades w/ 3M High Intensity Grade Prismatic Sheeting Series 3930/White on both sides	$ 35.00	$ 1,750.00	$ 34.70	$ 1,735.00		$ -	$ 23.29	$ 1,164.50
20	50	ea	36" x 12"x .125 Flat Blade Street Name Blades w/ 3M High Intensity Grade Prismatic Sheeting Series 3930/White on both sides	$ 42.00	$ 2,100.00	$ 41.64	$ 2,082.00		$ -	$ 26.37	$ 1,318.50
21	50	ea	42" x 12"x .125 Flat Blade Street Name Blades w/ 3M High Intensity Grade Prismatic Sheeting Series 3930/White on both sides	$ 49.00	$ 2,450.00	$ 48.58	$ 2,429.00		$ -	$ 30.77	$ 1,538.50
22	50	ea	48" x 12"x .125 Flat Blade Street Name Blades w/ 3M High Intensity Grade Prismatic Sheeting Series 3930/White on both sides	$ 56.00	$ 2,800.00	$ 55.52	$ 2,776.00		$ -	$ 35.15	$ 1,757.50
23	50	ea	54" x 12"x .125 Flat Blade Street Name Blades w/ 3M High Intensity Grade Prismatic Sheeting Series 3930/White on both sides	$ 64.00	$ 3,200.00	$ 62.46	$ 3,123.00		$ -	$ 39.52	$ 1,976.00
24	50	ea	60" x 12"x .125 Flat Blade Street Name Blades w/ 3M High Intensity Grade Prismatic Sheeting Series 3930/White on both sides	$ 70.00	$ 3,500.00	$ 69.40	$ 3,470.00		$ -	$ 43.92	$ 2,196.00
			TOTAL - CATEGORY I		**$ 81,102.25**		**$ 73,378.75**		**$ -**		**$ 54,224.50**

ITB 18-114
Annual Agreement for Street Signs and Posts
Open Date: Wednesday, September 5,2018 @ 2:00

Item No.	Qty (Estimate)	UOM	Description	Dobie Supply Buda, TX Unit Price	Dobie Supply Buda, TX Bid Amount	Osburn Associates Logan, OH Unit Price	Osburn Associates Logan, OH Bid Amount	Trantex Transportation Productions of Texas, Inc. Houston, TX Unit Price	Trantex Transportation Productions of Texas, Inc. Houston, TX Bid Amount	Vulcan, Inc, dba Vulcan Signs Foley, AL Unit Price	Vulcan, Inc, dba Vulcan Signs Foley, AL Bid Amount
CATEGORY II - Sign Hardware											
25	300	ea	Galvanized U-Bolt Sign Clamp For 2 3/8" OD Post. Must meet the Standard Texas Department of Transportation	$ 2.80	$ 840.00		$ -	$ 5.45	$ 1,635.00		$ -
26	100	ea	Galvanized U-Bolts Sign Clamps For 3" OD Post. Must meet the Standard Texas Department of Transportation	$ 2.95	$ 295.00		$ -	$ 7.25	$ 725.00		$ -
27	300	ea	Poz-Loc Socket 2 7/8" x 2 3/8 w/Poz-Loc Wedge	$ 13.50	$ 4,050.00		$ -	$ 19.75	$ 5,925.00		$ -
28	400	ea	Flat Street Name Brackets, Cap For 2 3/8 Round Post for **6"** and 12"	$ 3.75	$ 1,500.00	$ 3.75	$ 1,500.00	$ 6.50	$ 2,600.00		$ -
29	400	ea	Flat Street Name Brackets, Cross for 2 3/8 Round Post for **6"** and 12"	$ 3.75	$ 1,500.00	$ 3.75	$ 1,500.00	$ 6.50	$ 2,600.00		$ -
30	50	ea	Flat Street Name Brackets, Cap For 2 7/8 Round Post for **6"** and 12"	$ 13.75	$ 687.50	$ 12.75	$ 637.50	$ 12.25	$ 612.50		$ -
31	50	ea	Universal Bracket for Flat Street Names w/hardware	$ 3.75	$ 187.50	$ 18.25	$ 912.50	$ 8.75	$ 437.50		$ -
32	50	ea	Triangular Slipbase System TxDot's Specs	$ 94.00	$ 4,700.00		$ -	$ 142.50	$ 7,125.00		$ -
			Sub-total - Sign Hardware		$ 13,760.00		$ 4,550.00		$ 21,660.00		$ -
CATEGORY II - Posts											
33	400	ea	Post, 11' x 2 3/8" OD, 16 Gauge , w/Bronze Powder Coat Finish	$ 42.50	$ 17,000.00		$ -	$ 55.10	$ 22,040.00		$ -
34	100	ea	Post, 12' x 2 3/8" OD, 16 Gauge , w/Bronze Powder Coat Finish	$ 49.25	$ 4,925.00		$ -	$ 58.25	$ 5,825.00		$ -
35	200	ea	Bronze 3'-2# per foot U-channel Post	$ 13.50	$ 2,700.00		$ -	$ 20.05	$ 4,010.00		$ -
36	200	ea	Bronze 9'-2# per foot U-channel Post	$ 36.00	$ 7,200.00		$ -	$ 55.85	$ 11,170.00		$ -
37	100	ea	Bronze 10'-2# per foot U-channel Post	$ 40.00	$ 4,000.00		$ -	$ 60.10	$ 6,010.00		$ -
38	100	ea	Bronze 11'-2# per foot U-channel Post	$ 47.00	$ 4,700.00		$ -	$ 64.50	$ 6,450.00		$ -
39	50	ea	Powdered Coated Bronze post 11' x 2.875 O.D Schedule 80	$ 146.00	$ 7,300.00		$ -	$ 111.35	$ 5,567.50		$ -
			Sub-total - Posts		$ 47,825.00		$ -		$ 61,072.50		$ -
			TOTAL - CATEGORY II		**$ 61,585.00**		**$ 4,550.00**		**$ 82,732.50**		**$ -**
			GRAND TOTAL (Category 1 + Category II)		**$ 142,687.25**		**$ 77,928.75**		**$ 82,732.50**		**$ 54,224.50**
			DELIVERY (Calendar Days)	**21-45 Days**		**45-60 days**		**30 days**		**30 days**	
			PROMPT PAYMENT DISCOUNT	**1% for EFT Pay**		**N/A**		**N/A**		**N/A**	

NOTES

American Traffic Safety Materials, Inc
» No Bid

Dobie Supply
»Bidder has pricing for both 6" and 12" (lines 28-29)

Osburn Associates
»Bidder has pricing for both 6" and 12" (lines 28-30)

Trantex
»No Bid on Categor I Items

Vulcan Signs
»No Bid on Categor II Items

Contract: 19300028
Vendor: VULCAN INC (1199)
Status: POSTED (8)
Contract method: Not to Exceed

Dept/Loc: Traffic (Eng, Signs, Signals) (TRA) Printed: N
Bid/RFP: To Be Rolled: Y
Project:

Fiscal yr/period: 2018 12
Description: Traffic Signs/Post-Category 1

Type: Price Agreement
Subtype:
Review code: Buyer (BW)
Administrator: lrobinson - Brandi Whittenton
Workflow: None
Ceiling Notification Percent: 0.00

Dates:
Entered: 09/12/2018 Entered By: Brandi Whittenton
Awarded:
Approved:
Expire: 09/28/2019
Renewal action:
Extended through:
Estimated start: 09/28/2018
Estimated end: 09/28/2019
Modified: 09/12/2018 Times Modified:0

Retainage:
Bonds in Lieu: N
Recalculate cap amount with change orders: Y
Recalculate retainage differences with change orders and payments: N
Cap: 0.00
Retained to date: 0.00
Liquidated: 0.00
Permanently withheld: 0.00

Contract Completion Starting Percent	Contract Completion Ending Percent	Percent to Retain
0.000	100.000	0.000

TOTALS:
Original: 54,224.50 Liquidated Amt: 0.00
Revised: 54,224.50 Unrelieved: 54,224.50
Open Req: 0.00
Open PO: 0.00
Expended: 0.00
Available: 54,224.50

Amounts:

Year	Revised Amount	Available Amount
2018	54,224.50	54,224.50

Items

1 Commodity:
Inventory Item:
Description: Traffic Signs/Posts Category 1 Prices, terms, condition and specifications of ITB 18-114 shall apply to this contract

Traffic Signs/Posts Category 1 Prices, terms, condition and specifications of ITB 18-114 shall apply to this contract

Quantity: 54,224.50
Ordered: 0.00
UOM: EACH

Unit Price: 1.00000
Discount:0.0000
Cost Plus: 0.00

** END OF REPORT - Generated by Brandi Whittenton **

Contract: 19000027
Vendor: DOBIE SUPPLY LLC (4578)
Status: POSTED (8)
Contract method: Not to Exceed

Dept/Loc: Traffic (Eng, Signs, Signals) (TRA) Printed: Y
Bid/RFP: To Be Rolled: Y
Project:

Fiscal yr/period: 2018 12
Description: Traffic Signs/Post-Category 2

Type: Price Agreement
Subtype:
Review code: Buyer (BW)
Administrator: lrobinson - Brandi Whittenton
Workflow: None
Ceiling Notification Percent: 0.00

Dates:
Entered: 09/17/2018 Entered By: Brandi Whittenton
Awarded:
Approved: 09/27/2018
Expire:
Renewal action:
Extended through:
Estimated start: 09/28/2018
Estimated end: 09/28/2019
Modified: 09/17/2018 Times Modified:0

Retainage:
Bonds in Lieu: N
Recalculate cap amount with change orders: Y
Recalculate retainage differences with change orders and payments: N
Cap: 0.00
Retained to date: 0.00
Liquidated: 0.00
Permanently withheld: 0.00

Contract Completion Starting Percent	Contract Completion Ending Percent	Percent to Retain
0.000	100.000	0.000

TOTALS:
Original: 54,224.50 Liquidated Amt: 0.00
Revised: 54,224.50 Unrelieved: 54,224.50
Open Req: 0.00
Open PO: 0.00
Expended: 0.00
Available: 54,224.50

Amounts:

Year	Revised Amount	Available Amount
2018	54,224.50	54,224.50

Items

1 Commodity:
Inventory Item:
Description: Traffic Signs/Posts Category 2
Prices, terms, condi
tion and specifications of ITB 18-114 sha
ll apply to this contract.

Traffic Signs/Posts Category 2
Prices, terms,
condition and specifications of ITB 18-11
4 shall apply to this contract.

Quantity: 54,224.50
Ordered: 0.00
UOM: EACH

Unit Price: 1.00000
Discount:0.0000
Cost Plus: 0.00

** END OF REPORT - Generated by Brandi Whittenton **

Legislation Details (With Text)

File #:	18-0608	**Version:** 1	**Name:**	Cain Deacon TXDoT Agreement	
Type:	Agreement		**Status:**	Consent Agenda	
File created:	9/9/2018		**In control:**	City Council Regular	
On agenda:	9/27/2018		**Final action:**		
Title:	Presentation, possible action, and discussion on an Advance Funding Agreement (AFA) between the City of College Station and the State of Texas, acting through the Texas Department of Transportation (TXDOT) for the Cain/Deacon project.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Ready for Partial Execution - FM 2154 Deacon&Cain AFA.pdf RES AFA deacon FM 2154.pdf				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion on an Advance Funding Agreement (AFA) between the City of College Station and the State of Texas, acting through the Texas Department of Transportation (TXDOT) for the Cain/Deacon project.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: This AFA covers work needed within TXDOT right-of-way as part of the Cain/Deacon UPRR Crossing Switch project. The work includes roadway adjustments and median work along FM 2154, adding a southbound right turn lane to Deacon Drive, adding retaining walls, curb and gutter, sidewalks, drainage improvements, and installation of a traffic signal at Deacon Drive. The cost of these improvements will be paid by the City of College Station. There is no payment required from the City to the State.

Budget & Financial Summary: Budget in the amount of $5,400,000 is included for this project in the Streets Capital Improvement Projects Fund.

Attachments:

1. Advance Funding Agreement
2. Resolution

CSJ #	**0540-04-073**
District #	**17 – Bryan**
Code Chart 64 #	**09050 – City of College Station**
Project Name	**Intersection Improvements at FM 2154 and Deacon**

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
A Locally Funded Intersection Improvement Project On System and Off System

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of College Station**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

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

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115005** authorizing the State to undertake and complete a highway improvement generally described as **Intersection Improvements at FM 2154 and Deacon** (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance, for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Location Map Showing Project, (Attachment B) which is attached to and made a part of this Agreement.

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

CSJ #	**0540-04-073**
District #	**17 – Bryan**
Code Chart 64 #	**09050 – City of College Station**
Project Name	**Intersection Improvements at FM 2154 and Deacon**

AGREEMENT

1. Responsible Parties:

The parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	**Local Government**	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 12
4.	**Local Government**	Construction Responsibilities	Article 13
5.	**N/A**	Not Applicable - Right of Way and Real Property	Article 15

2. Period of the Agreement

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

3. Scope of Work

The project consists of constructing roadway improvements along FM 2154 to accommodate a new at-grade railroad crossing at the Deacon Drive intersection and closure of the existing railroad crossing at Cain Road. Along FM 2154, the major roadway improvements include roadway profile adjustments and median work, addition of a southbound right turn lane to Deacon Drive, retaining wall, curb and gutter, sidewalks, roadway drainage improvements, traffic signals at the Deacon Drive intersection, and ancillary construction.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is **$4,613,165** as shown in Attachment C, Project Budget, (Attachment C) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.

C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. Where Special Approval has been granted by the State under 43 TAC §15.52, the Local Government shall only in that instance be responsible for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.

F. If the Project has been approved for a specified percentage or a periodic payment non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.

G. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.

H. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

I. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

J. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

K. The State will not pay interest on any funds provided by the Local Government.

L. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect

costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

M. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

N. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.

O. Upon completion of the Project, where Special Approval has been granted by the State under 43 TAC 15.52, the State will perform a final accounting of the Project costs. Any funds due by the Local Government or the State will be promptly paid by the owing party.

P. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Q. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

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

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

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

7. Remedies

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

8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its

proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

F. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the

state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

15. Not Applicable - Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

16. Insurance

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

17. Notices

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

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

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

18. Legal Construction

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

19. Responsibilities of the Parties

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

20. Ownership of Documents

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

21. Compliance with Laws

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

22. Sole Agreement

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

23. Inspection of Books and Records

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

24. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

25. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

26. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

27. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

28. Signatory Warranty

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

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

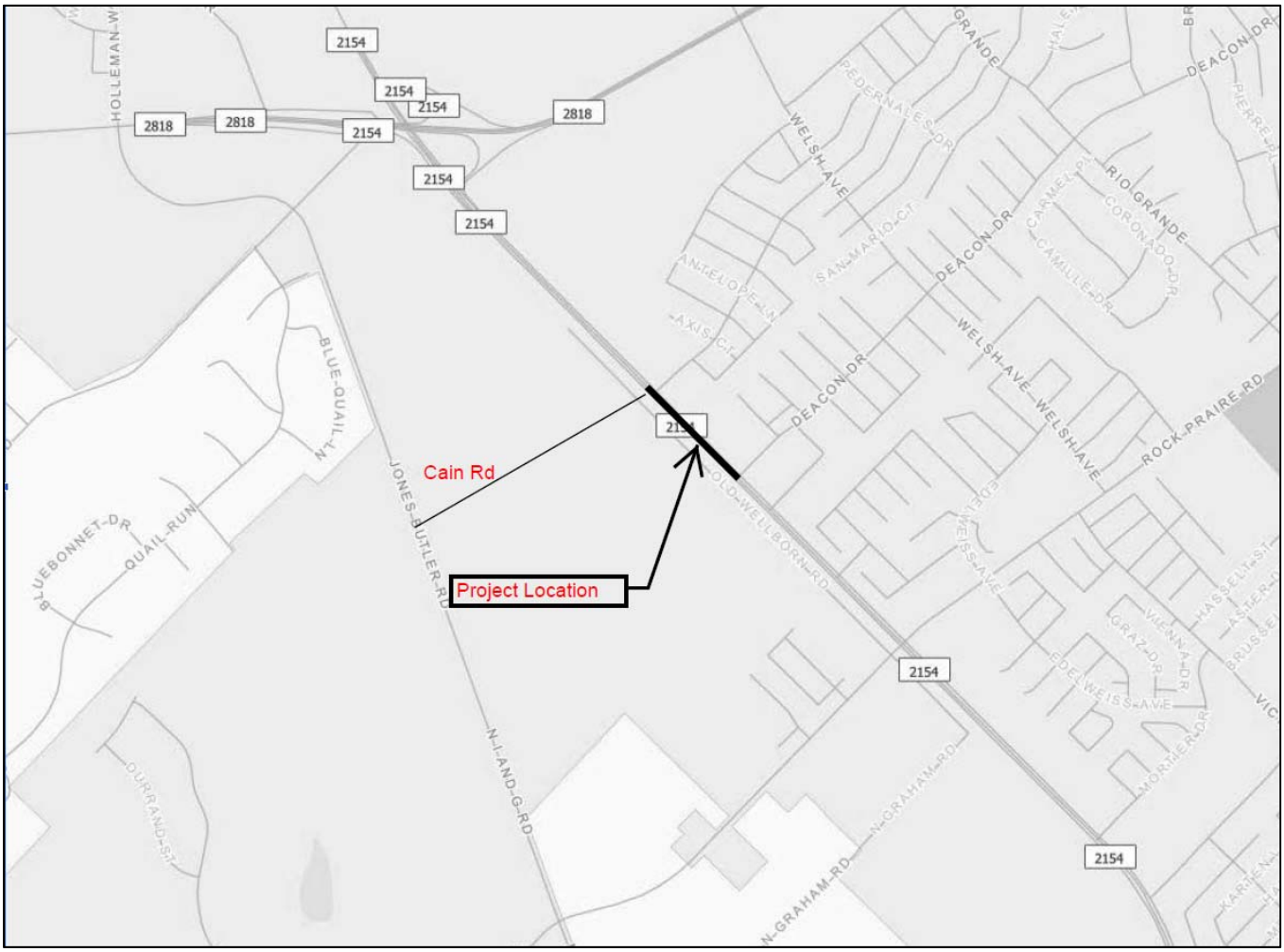
THE STATE OF TEXAS	**THE LOCAL GOVERNMENT**
Signature	Signature
Kenneth Stewart Typed or Printed Name	Typed or Printed Name
Director of Contract Services Typed or Printed Title	Typed or Printed Title
Date	Date

CSJ #	**0540-04-073**
District #	**17 – Bryan**
Code Chart 64 #	**09050 – City of College Station**
Project Name	**Intersection Improvements at FM 2154 and Deacon**

ATTACHMENT A
RESOLUTION OR ORDINANCE

CSJ #	**0540-04-073**
District #	**17 – Bryan**
Code Chart 64 #	**09050 – City of College Station**
Project Name	**Intersection Improvements at FM 2154 and Deacon**

ATTACHMENT B
LOCATION MAP SHOWING PROJECT



CSJ #	**0540-04-073**
District #	**17 – Bryan**
Code Chart 64 #	**09050 – City of College Station**
Project Name	**Intersection Improvements at FM 2154 and Deacon**

ATTACHMENT C
PROJECT BUDGET

Costs will be allocated based on 100% Local Government funding until the Local Government funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (By LG)	$7,500	0%	$0	0%	$0	100%	$7,500
Utilities (By LG)	$20,000	0%	$0	0%	$0	100%	$20,000
Engineering (By LG)	$652,500	0%	$0	0%	$0	100%	$652,500
Construction (By LG)	$3,601,773	0%	$0	0%	$0	100%	$3,601,773
Subtotal	**$4,281,773**		**$0**		**$0**		**$4,281,773**
Construction (Direct State Cost)	$252,124	0%	$0	100%	$252,124	0%	$0
Utilities (Direct State Cost)	$12,606	0%	$0	100%	$12,606	0%	$0
Environmental (Direct State Cost)	$12,606	0%	$0	100%	$12,606	0%	$0
Engineering (Direct State Cost)	$37,819	0%	$0	100%	$37,819	0%	$0
Right of Way (Direct State Cost)	$1,261	0%	$0	100%	$1,261	0%	$0
Indirect State Costs (5.94%)	$14,976	0%	$0	100%	$14,976	0%	$0
TOTAL	**$4,613,165**		**$0**		**$331,392**		**$4,281,773**

Initial payment by the Local Government to the State: $0
Payment by the Local Government to the State before construction: $0
Total payment by the Local Government to the State: $0
This is an estimate. The final amount of Local Government participation will be based on actual costs.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AN ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS ACTING THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDoT") AUTHORIZING THE EXPENDITURE OF $4,613,165 FOR CERTAIN PUBLIC ROADWAY IMPROVEMENTS INCLUDING INTERSECTION IMPROVEMENTS AT FM 2154 (WELLBORN ROAD) AND DEACON DRIVE; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER.

WHEREAS, the City of College Station ("City") desires to make certain improvements including roadway adjustments and median work along FM 2154, adding a southbound right turn lane to Deacon Drive, adding retaining walls, curb and gutter, sidewalks, drainage improvements, and installation of a traffic signal at Deacon Drive (the "Project"); and

WHEREAS, in order to do this it is necessary to coordinate with the Texas Department of Transportation ("TXDoT") in a manner that falls outside the provisions of the City's mutual maintenance agreement with TXDoT; and

WHEREAS, the City Council of the City of College Station, Texas, desires to continue said Project including coordinating portions of the Project involving TXDoT FM 2154 as hereinafter set out; and by entering into this Advance Funding Agreement for a Locally Funded Intersection Improvement Project On System and Off System; now, therefore,

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

PART 1: That the facts and recitations set forth in the preamble are hereby declared true and correct.

PART 2: That the City Council hereby approves an agreement with TXDoT for the City to contribute an amount not to exceed $4,613,165 for the costs associated with the City's share of the Project as set forth in the Advance Funding Agreement for a Locally Funded Intersection Improvement Project On System and Off System as set forth in Exhibit "A" attached hereto.

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

ADOPTED this____day of_____, A.D. 2018.

ATTEST: APPROVED:

_____ _____

City Secretary MAYOR

APPROVED:

_____

City Attorney

6d516049-11fc-4ca8-b45a-b6eb679b3882

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	18-0609	**Version:** 1	**Name:**	Appraisal Services Agreements	
Type:	Agreement		**Status:**	Consent Agenda	
File created:	9/9/2018		**In control:**	City Council Regular	
On agenda:	9/27/2018		**Final action:**		
Title:	Presentation, possible action, and discussion regarding the approval of six master agreements for Real Estate Appraisal Services: Duff & Phelps, LLC; JLL Valuation & Advisory Services, LLC; Lowery Property Advisors, LLC; Paul Hornsby & Company; S.T. Lovett & Associates; Valbridge Property Advisors. Approval of these agreements will authorize the City Manager or his delegate to approve service orders for each project within the terms of each master agreement.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding the approval of six master agreements for Real Estate Appraisal Services: Duff & Phelps, LLC; JLL Valuation & Advisory Services, LLC; Lowery Property Advisors, LLC; Paul Hornsby & Company; S.T. Lovett & Associates; Valbridge Property Advisors. Approval of these agreements will authorize the City Manager or his delegate to approve service orders for each project within the terms of each master agreement.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the Master Agreements.

Summary: Seven complete proposals were received in response to Request for Proposal of Real Estate Appraisal Services, RFP No. 18-108. Based on cumulative rankings resulting from evaluations of the proposals, the following real estate appraisal firms have been selected to prepare real estate appraisal reports and provide real estate consulting services to the City:

- Duff & Phelps, LLC (Contract No. 19300007)
- JLL Valuation & Advisory Services, LLC (Contract No. 19300008)
- Lowery Property Advisors, LLC (Contract No. 19300009)
- Paul Hornsby & Company (Contract No. 19300010)
- S.T. Lovett & Associates (Contract No. 19300011)
- Valbridge Property Advisors (Contract No. 19300012)

Each agreement will have a not to exceed amount of $30,000 and the option to renew the contract for up to two (2) additional one (1) year terms (total of three (3) years).

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Budget & Financial Summary: Funds for appraisal services are budgeted for in the various accounts out of which the land will be purchased. In the case of land purchases for capital projects, the funds are budgeted as part of the capital project.

Attachments:

1. Agreements on file in the City Secretary's Office

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	18-0613	**Version:** 1	**Name:**	CVB AMD #1	
Type:	Presentation		**Status:**	Consent Agenda	
File created:	9/10/2018		**In control:**	City Council Regular	
On agenda:	9/27/2018		**Final action:**		
Title:	Presentation, possible action, and discussion on approval of an amendment to the funding agreement between the City of College Station and Experience Bryan College Station (formerly Brazos Valley Convention and Visitors Bureau) increasing the amount for FY18 by $194,423 for a total of $594,423 related to the CVB Grant Program.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	Amendmt #1 BCS ConvenVisit Bureau				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion on approval of an amendment to the funding agreement between the City of College Station and Experience Bryan College Station (formerly Brazos Valley Convention and Visitors Bureau) increasing the amount for FY18 by $194,423 for a total of $594,423 related to the CVB Grant Program.

Recommendation(s): Staff recommends approval of amendment #1 to the FY18 funding agreement.

Summary: FY18 original budget for contract #18300028 between the City of College Station and CVB for grant funding was $400,000. CVB grant panel awarded and is expected to authorize $594,423 to sub-recipients in FY18.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2017-2018 Hotel Tax Fund budget. A total of $594,423 is to be used to fund event grants that will promote tourism and the hotel industry in College Station.

Legal Review: yes

Attachments:

1. CVB Funding Agreement Amendment #1 (available in City Secretary's Office)

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AMENDMENT NO. 1
TO THE FUNDING AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION
AND
EXPERIENCE BRYAN COLLEGE STATION
(formerly BRAZOS VALLEY CONVENTION & VISITORS BUREAU)

This Amendment No. 1 to the Funding Agreement between the City of College Station and Experience Bryan College Station (formerly the Brazos Valley Convention & Visitors Bureau) is entered into between the CITY OF COLLEGE STATION, a Texas Home Rule Municipal Corporation ("City") and EXPERIENCE BRYAN COLLEGE STATION, a Texas nonprofit corporation ("Agency") which agreement may sometimes hereinafter be referred to as the "Funding Agreement."

Recitals

WHEREAS, on or about November 2, 2017 the parties hereto entered into a Funding Agreement for Agency to receive hotel occupancy tax funds from the City pursuant to Tax Code § 351.101; and

WHEREAS, the parties now desire to enter into this Amendment No. 1 to change the amount of funding to be received by Agency in accordance with the Funding Agreement and the terms herein; now therefore

Amendment to Agreement

For and in consideration of the additional benefits to accrue to both parties and the covenants of each, the City and Agency agree to amend the Funding Agreement as follows:

1. That **Article II/Hotel Tax Revenue Payment, Section 2.1/Consideration and Payment** of the Funding Agreement is hereby amended to read in its entirety as follows:

> **2.1 Consideration and Payment.** For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City agrees to pay to Agency a portion of the Hotel Tax Revenue collected by City in the total amount of **FIVE HUNDRED NINETY FOUR THOUSAND FOUR HUNDRED TWENTY-THREE AND N0/100 DOLLARS ($594,423.00)** to be paid as follows:
>
> **a.** The amount of up to **FIVE HUNDRED NINETY FOUR THOUSAND FOUR HUNDRED TWENTY-THREE AND N0/100 DOLLARS ($594,423.00) s h a l l** be paid from the City's Hotel Tax Revenue for sub- granting by the Agency to Convention and Visitors Bureau Grant Program Sub- Recipients. The appropriated funds shall be used during the period of October 1, 2017 to September

30, 2018. Payment will be made for eligible expenditures following approval of the Sub-Recipient grant program by the Agency. Agency shall submit invoice(s) to the City requesting payment for grants awarded to Sub-Recipient. Invoice will contain the following: Sub-Recipient, description of purpose of payment, and payment amount. Agency shall submit invoices to the City for payment and payment to the Agency will be made by the City on a monthly basis no later than thirty (30) calendar days from the date of the City's receipt and the City's approval.

b. No funds will be paid until City receives and approves the required invoice(s). The final request(s) for payment must be received by City on or before October 15, 2018. After that date, unexpended funds may be reallocated. Unexpended funds will remain in the possession of the City.

c. As permitted under Texas Tax Code §351.l O l (c) City delegates to Agency the administration of the Program on behalf of City. Agency shall administer the Program pursuant to the Application Process, attached hereto as **Exhibit G** and incorporated herein by reference for all purposes. Any material changes to the Application Process shall require approval of the College Station City Council.

2. That all other provisions of the Funding Agreement remain in full force and effect.

3. That this Amendment No. 1 to the Funding Agreement is effective when approved by both parties.

EXPERIENCE BRYAN
COLLEGE STATION

_____
Printed Name: _____
Title: _____
Date: _____

_____
Printed Name: _____
Title: _____
Date: _____

CITY OF COLLEGE STATION, TEXAS

_____
Name: Karl Mooney
Title: Mayor
Date: _____

ATTEST:

_____
City Secretary

APPROVED:

_____
City Manager

_____
City Attorney

_____
Assistant City Manager/CFO

Legislation Details (With Text)

File #:	18-0631	**Version:** 1	**Name:**	Franchise with Hawkwood Energy Midstream, LLC
Type:	Franchises		**Status:**	Consent Agenda
File created:	9/14/2018		**In control:**	City Council Regular
On agenda:	9/27/2018		**Final action:**	
Title:	Presentation, possible action, and discussion on the second reading on a non-exclusive Pipeline Franchise Ordinance for Oil or Gas operations with Hawkwood Energy Midstream, LLC to construct, operate, maintain, remove, replace and repair pipeline facilities, together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts.			
Sponsors:	Aubrey Nettles			
Indexes:				
Code sections:				
Attachments:	Hawkwood Franchise			

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion on the second reading on a non-exclusive Pipeline Franchise Ordinance for Oil or Gas operations with Hawkwood Energy Midstream, LLC to construct, operate, maintain, remove, replace and repair pipeline facilities, together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts.

Relationship to Strategic Goals: (Select all that apply)

- Good Governance
- Diverse Growing Economy

Recommendation(s): Staff recommends approval

Summary:
Article XI, Section 103 of the City Charter provides that the City can grant franchises. The City Charter requires two readings of Council followed by a 60 day period after passage by Council before a granted franchise can become effective.

Budget & Financial Summary:
The Franchisee (Hawkwood Energy Midstream, LLC) agrees and shall pay to the City an annual franchise fee of $1.00 per linear foot of the pipeline franchise area, plus an annual fee of $1,000 for each road or street boring/crossing.

Attachments:
Hawkwood Franchise Agreement

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PIPELINE FRANCHISE ORDINANCE FOR OIL OR GAS OPERATIONS

ORDINANCE NO. _____

AN ORDINANCE GRANTING HAWKWOOD ENERGY MIDSTREAM, LLC., A DELAWARE LIMITED LIABILITY CORPORATION, ITS SUCCESSORS, GRANTEES AND ASSIGNS THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, AND REPAIR EXISTING PIPELINE FACILITIES, TOGETHER WITH EQUIPMENT AND APPURTENANCES THERETO, FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS AND BYPRODUCTS WITHIN AND THROUGH THE CITY OF COLLEGE STATION, TEXAS.

WHEREAS, HAWKWOOD ENERGY MIDSTREAM, LLC. ("Grantee") has applied for a nonexclusive Franchise to operate and maintain pipelines to transport oil, gas, related hydrocarbons, water to be injected or produced water, under the permitted conduct of oil or gas operations within and through the City of College Station, Texas (the "City" or "Grantor"); and,

WHEREAS, the state statutes, City Charter and City Ordinances authorize the City to grant nonexclusive Franchises;

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

Section 1. Definitions.

For this Franchise and all exhibits attached hereto, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

1.1 Construct or Construction shall mean reconstructing, removing, replacing, and repairing existing pipeline(s) and/or Facilities and may include, but is not limited to, digging and/or excavating for the purposes of reconstructing, removing, replacing, and repairing existing pipeline(s) and/or Facilities. The limited rights and privileges granted under this Franchise shall not convey any right to Grantee to install any new pipeline(s) and/or Facilities without the express written consent of Grantor.

1.2 Effective Date shall mean the date designated herein, after passage, approval and legal publication of this Ordinance and acceptance by Grantee, upon which the rights, duties and obligations shall come in effect and the date from which the time requirement for any notice, extension and/or renewal will be measured.

1.3 Facilities shall mean the Grantee's pipeline system, lines, valves, mains, and appurtenances used to transport or distribute Grantee's petroleum product(s).

1.4 Franchise shall mean this Franchise and any amendments, exhibits, or appendices to this Franchise.

1.5 Franchise Area means the area within the jurisdictional boundaries of the Grantor, including any areas annexed by Grantor during the term of this Franchise, in which case the annexed area shall become subject to the terms of this Franchise.

1.6 Hazardous Substance shall mean any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant. The term shall specifically include petroleum and petroleum products and their by-products, residue, and remainder in whatever form or state. The term shall also be interpreted to include any substance which, after release into the environment, will or may reasonably be anticipated to, cause death, disease, injury, illness, behavior abnormalities or genetic abnormalities.

1.7 Maintenance or Maintain shall mean examining, testing, inspecting, repairing, maintaining and replacing the existing pipeline(s) and/or Facilities or any part thereof as required and necessary for safe operation.

1.8 Pipeline Corridor shall mean the pipeline pathway through the Franchise Area in which the pipeline(s) and or Facilities of the Grantee are located, including any Rights-of-Way, Public Property, and/or easement over and through private property.

1.9 Public Properties shall mean the present and/or future property owned or leased by Grantor within the present and/or future corporate limits or jurisdictional boundaries of the Grantor.

1.10 Operate or Operations shall mean the use of Grantee's existing or future pipeline(s) and/or Facilities for the transportation, distribution and handling of petroleum products or byproducts within and through the Franchise Area.

1.11 Rights-of-Way means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-way and similar public property and areas located within the Franchise Area.

1.12 Railroad Commission [RRC] means the Railroad Commission of the State of Texas.

1.13 Texas Commission on Environmental Quality [TCEQ] means the State of Texas Commission on Environmental Quality.

Section 2. Grant of Authority.

2.1 Grantor hereby grants to Grantee, a limited liability corporation organized and existing under and by virtue of the laws of the State of Delaware, and which is authorized to transact business within the State of Texas, its successors and assigns (as provided in Section 4), the right, privilege, authority and Franchise to Construct, Reconstruct, Operate and Maintain its existing pipeline(s) and/or Facilities necessary for the transportation, distribution and handling of any petroleum

product or byproduct thereof, within the existing Pipeline Corridor passing through the Franchise Area.

2.2 This Franchise is non-exclusive. Grantor reserves all rights to its property, including, without limitation, the right to grant additional Franchises, easements, licenses and permits to others, provided that the Grantor shall grant no other Franchise, license, easement or permit that would unreasonably interfere with Grantee's permitted use under this Franchise. This Franchise shall in no manner prohibit the Grantor or limit its power to perform work upon its Rights-of-Way, Public Properties or make all necessary changes, relocations, repairs, maintenance, establishment, improvement thereto, or from using any of the Rights-of Way and Public Properties, or any part, as the Grantor may deem fit from time to time, including the dedication, establishment, maintenance and improvement of all new Rights-of-Way and other Public Properties of every type and description.

2.3 This Franchise is conditioned upon the terms and conditions contained herein and Grantee's compliance with all applicable federal, state or other regulatory programs that currently exist or may hereafter be enacted by any regulatory agencies with jurisdiction over the Grantee.

2.4 By granting this Franchise, the Grantor is not assuming any risks or liabilities, all of which shall be solely and separately borne by Grantee. Grantee agrees and covenants, at its sole cost and expense, to protect, support, and keep safe from harm its pipeline(s) and/or Facilities, or any part thereof, when necessary to protect the public health and safety.

2.5 This Franchise is intended to convey only a limited right and interest. It is not a warranty of title or interest in Grantor's Rights-of-Way or other Public Property. None of the rights granted herein shall affect the Grantor's jurisdiction over its property, streets or Rights-of-Way.

2.6 Grantee agrees, covenants and warrants, at its sole cost and expense that it has made its own independent search and investigation of title to all properties, including purported Rights-of-Way, along the Pipeline Corridor and that Grantee expressly represents and warrants that it has secured all necessary permission, property rights and interests, from the owners of the underlying fee interest or any other affected tract or property interest. Grantee expressly agrees that this Franchise does not grant or convey permission for Grantee to trespass on the property or rights of another.

2.7 This franchise does not and shall not convey any right to Grantee to install its Facilities on, under, over, across, or to otherwise use City owned or leased properties of any kind, either within or outside the Pipeline Corridor, other than existing public rights-of-way.

2.8 The limited rights and privileges granted under this Franchise shall not convey any right to Grantee to construct any new pipeline(s) and/or Facilities without the express written consent of Grantor.

Section 3. Term. Each provision of this Franchise shall become effective upon the Effective Date, subject to Grantee's acceptance of the terms and conditions of this Franchise and shall remain in effect for five (5) years thereafter. Subsequently, and under City Ordinances, City Council will consider renewing this Franchise, at the written request of Grantee, for an additional five (5) year

renewal period within one (1) year before the end of the Franchise's original five (5) year term, unless either party expresses its intention in writing to terminate this Franchise at the conclusion of the original five (5) year term. Renewal must be requested no less than six months before expiration of this Franchise.

Section 4. Assignment and Transfer of Franchise.

4.1 This franchise shall not be leased, sub-leased, sub-divided, assigned or otherwise alienated in whole or in part without the express written consent of the Grantor by ordinance.

4.2 No transfer shall be approved unless the assignee or transferee has at least the legal, technical, financial, and other requisite qualifications to carry on the activities of the Grantee.

4.3 Any transfer or assignment of this Franchise without the prior written consent of the City by ordinance, shall be void and result in revocation of the Franchise.

Section 5. Compliance with Laws and Standards.

5.1 In carrying out any authorized activities under the privileges granted herein, Grantee shall meet accepted industry standards and comply with all applicable laws of any governmental entity with jurisdiction over the pipeline and its operation. This shall include all laws, rules and regulations existing at the Effective Date of this Franchise or that may be subsequently enacted by any governmental entity with jurisdiction over Grantee and/or the pipeline(s) and Facilities.

5.2 In the case of any conflict between the terms of this Franchise and the terms of Grantor's ordinances, codes, regulations, standards and procedures, this Franchise shall govern.

Section 6. Construction and Maintenance.

6.1 All pipeline Construction, Maintenance or Operation undertaken by Grantee, upon Grantee's direction or on Grantee's behalf shall be completed in a good and workmanlike manner.

6.2 All requested route maps, surveys, and drawings shall be attached as **Exhibit "A"**.

6.3 Except in the case of an emergency, prior to commencing any Construction and/or Maintenance work in the Franchise Area, the Grantee shall first file with the Grantor such detailed plans, specifications, and profile sheets prepared by a professional engineer, licensed in Texas, of the intended work as may be required by the Grantor. Grantee shall survey the proposed pipeline route and locate all existing utilities and other above-ground and below-ground infrastructure in the Franchised Area. Grantor may require such additional information, plans, specifications, and/or requirements as in Grantor's opinion to protect the public health and safety during the Construction and/or Maintenance work and for the remaining term of this Franchise.

6.4 All Construction and/or Maintenance work shall be performed in conformity with the plans, maps and specifications filed with the Grantor, except in instances in which deviation may be allowed thereafter in writing pursuant to an application by the Grantee. Grantee shall be

responsible for field locating all utilities and other infrastructure to avoid conflicts during construction.

6.5 All pipe and other components of any Facilities used in Construction and/or Maintenance activities within the Franchise Area shall comply with applicable federal and state regulations, as from time to time amended.

6.6 Except in the event of an emergency, Grantee shall provide Grantor at least ten (10) calendar days written notice prior to any Construction, Reconstruction and/or Maintenance, or other substantial activity, other than routine inspections and maintenance, by Grantee, its agents, employees or contractors on Grantee's pipeline(s) or Facilities within the Franchise Area.

6.7 Work shall only commence upon the issuance of applicable permits by the City, which permits shall not be unreasonably withheld or delayed; however, if an emergency occurs requiring immediate action by Grantee for protecting the pipeline(s) or Facilities, Grantor's property or other persons or property, Grantee may proceed without first obtaining the normally required permits. Grantee must (1) try to protect, support, and keep safe from harm its pipeline(s) and/or Facilities, or any part thereof; Grantor's property; or other persons or property, and to protect the public health and safety; and (2) soon thereafter, must obtain the required permits and comply with any mitigation requirements or other conditions in the after-the-fact permit.

6.8 Unless such condition or regulation is in conflict with a federal requirement, the Grantor may condition the granting of any permit or other approval that is required under this Franchise, in any manner reasonably necessary for the safe use and management of the public right-of-way or the Grantor's property including, by way of example and not limitation, bonding, maintaining proper distance from other utilities, maintaining cathodic protection, protecting the continuity of pedestrian and vehicular traffic and protecting any Rights-of-Way improvements, private facilities and public safety.

6.9 Grantee shall maintain all cathodic protection as designed and permitted. Additionally, Grantee will annually contract with a city-approved, qualified, third-party testing firm and at a minimum annually submit testing result reports for each of the two cathodic testing stations to the City Engineer to confirm the cathodic protection is performing satisfactorily. These annual reports shall be required and included with the annual oil and gas renewal permits for the associated Bistonte and Buey Wells. Any concerns identified by the cathodic testing reports or the Grantor shall be repaired by the Grantee in a timely manner, including the full replacement of the sacrificial anodes. Regardless, the anodes shall be replaced at minimum of every ten (10) years.

6.10 Whenever necessary, after constructing or maintaining any of Grantee's pipeline(s) or Facilities within the Franchise Area, the Grantee shall, without delay, and at Grantee's sole expense, remove all debris and restore the surface as nearly as possible to as good or better condition as it was in before the work began. Grantee shall replace any property corner monuments, survey reference or hubs disturbed or destroyed during Grantee's work in the areas covered by this Franchise. Such restoration shall be done in a manner consistent with applicable codes and laws, including the B/CS United Standards, as amended and available upon request,

under the supervision of the Grantor and to the Grantor's satisfaction and specifications. The restoration shall be done under a bond in an amount and type appropriate to guarantee adequate restoration.

6.11 Grantee shall continuously be a member of the State of Texas one-call number locator service, or an approved equivalent, and shall comply with all such applicable rules and regulations. Grantee shall provide reasonable notice to the City prior to commencing any Maintenance or Construction under this Franchise and additionally to those owners or other persons in control of property in the Franchise Area when the Maintenance or Construction will affect access or otherwise affect the property.

6.12 Markers demarcating the pipeline's location shall be placed on the surface at least every 100 yards so as to provide clear warning of the presence of the pipeline but in a manner that does not interfere with trails or other public uses in that area. Grantee shall place continuous underground markers demarcating the pipeline's location each time Grantee digs to the pipeline.

6.13 Upon acceptance of this Franchise by Grantee, the Grantee shall file and thereafter maintain at all times with the Grantor a survey depicting the location of the Pipeline Corridor within the Franchise Area as well as the approximate location of Grantee's pipeline(s) and Facilities within the Pipeline Corridor along with all other known utilities, landmarks, and physical features. When the City or third parties are engaged in work in the Pipeline Corridor, or within fifty (50) feet of the Pipeline Corridor, Grantee shall promptly respond to requests to locate the precise position of its Facilities. If the project is a City project, Grantee shall bear any costs associated with locating its Facilities.

6.14 Grantee shall also provide detailed as-built design drawings, certified by the engineer and contractor, showing the size, depth and location of all pipes, valves, gauges, other service appurtenances and Facilities within the Franchise Area. It is understood that the location of the Facilities shall be verified by excavating if exact alignment is required. City agrees that it will comply with all state and federal laws prohibiting disclosure of Grantees drawings, maps, etc. to any third party. The following certifications shall be affixed and signed with the as-built drawings:

> "I hereby attest that I am familiar with the associated construction and attest that the pipeline facilities have been constructed as reflected on the as-built drawings within reasonable dimension tolerances based on the approved construction plans or amendments thereto approved by the City of College Station."
>
> _____
>
> (Licensed Professional Engineer)
>
> "I hereby attest that the pipeline facilities and improvements shown on this as-built sheet were actually built, and that said pipeline facilities and improvements are substantially as shown hereon. I further certify, to the best of my knowledge, that the materials of construction and the sizes of manufactured items, if any, are stated correctly hereon."
>
> _____
>
> (General Contractor)

6.15 Within thirty (30) days of completing any Maintenance or Construction, or any other substantial activity within the Franchise Area, the Grantee shall provide updated and corrected as-built drawings and a survey showing the location, depth and other characteristics of the Facilities within the Franchise Area.

6.16 Nothing in this Franchise shall be deemed to impose any duty or obligation upon Grantor to determine the adequacy or sufficiency of Grantee's plans and designs or to ascertain whether Grantee's proposed or actual Construction, Reconstruction, testing, maintenance, repairs, replacement or removal is adequate or sufficient or in conformance with the plans and specifications reviewed by Grantor.

6.17 Grantee shall be solely and completely responsible for workplace safety and safe working practices on its job sites within the Franchise area, including safety of all persons and property during the performance of any work.

Section 7. Operations, Maintenance, Inspection, Testing.

7.1 Grantee shall operate, maintain, inspect and test its pipeline(s) and Facilities in the Franchise Area in full compliance with the applicable provisions of all federal, state and local laws, regulations and standards, as now enacted or hereafter amended, and any other future laws or regulations applicable to Grantee's pipeline(s) and Facilities, products and business operations.

7.2 If the federal Office of Pipeline Safety or the state regulatory agency significantly decreases staffs, or if any congressional or legislative study indicates that federal or state regulatory oversight has significantly decreased in effectiveness during the term of this Franchise, then Grantor and City agree to expeditiously negotiate new franchise provisions that will provide the City with access to detailed information regarding testing and inspection such as would have been routinely submitted to the federal or state regulatory agencies under the regulations in effect at the time of the Effective Date. Grantee agrees to cover all costs incurred by City for expert assistance in interpreting the testing and inspection data. If Grantor and Grantee fail to agree upon new franchise provisions, the issues shall be resolved through the Dispute Resolution provisions of Section 13.

Section 8. Encroachment Management.

8.1 Within ninety (90) days of entering into this Franchise, and on an annual basis thereafter, Grantee shall provide a written encroachment management plan that demonstrates how Grantee's pipeline(s) and/or Facilities are and will be protected against possible encroachment. This plan shall include at least: (1) education and one-call involvement as defined in Federal Regulations, and (2) an encroachment management process demonstrating: (a) Grantee's process for monitoring activity in or near the Pipeline Corridor; (b) Grantee's field verification of the location of Facilities within the Pipeline Corridor; (c) Grantee's encroachment tracking system; (d) Grantee's review/coordination process for critical encroachments; (e) control center notification of existing or active encroachments; and (f) assertive protection of the pipeline Rights-of-Way.

8.2 Upon notification to Grantee of planned Construction or Reconstruction involving excavation or any activity that could abnormally load the pipeline, by either the City or any third party, within fifty (50) feet of Grantee's Pipeline Corridor, Grantee shall flag the precise location of its Facilities before the Construction or activity commences, provide a representative to inspect the Construction when it commences, and periodically inspect thereafter to ensure that Grantee's Pipeline is not damaged by the Construction or activity.

8.3 Upon the City's reasonable request, in connection with the design of any City public works project, Grantee will verify the exact location of its underground Facilities within the Pipeline Corridor by excavating (pot holing) at no expense to the City. If Grantee performs such excavation, the City shall require no restoration of the disturbed area in excess of restoration to the same condition as existed immediately prior to the excavation.

Section 9. Leaks, Spills, Ruptures and Emergency Response.

9.1 Grantee shall have in place, at all times during the term of this Franchise, a system for remotely monitoring pressures and flows across the Franchise Area. The remote monitoring must be able to accurately detect pipeline ruptures.

9.2 During the term of this Franchise, Grantee shall have a written emergency response plan and procedure for locating leaks, spills, and ruptures and for shutting down valves as rapidly as possible.

9.3 Upon acceptance of this Franchise, Grantee shall provide, for Grantor's approval and acceptance, a copy of its emergency response plans and procedures, including, but not limited to, emergency response for spills or leaks. If the parties disagree on the adequacy of Grantee's emergency response plan, the parties will submit the plan to independent, third party review. If the review recommends that Grantee make modifications or additions to Grantee's emergency response plan, Grantee covenants to consider said recommendations in good faith. If Grantee declines to follow the recommendations, Grantee shall provide a written report to the Grantor explaining its reasoning for not following said recommendations. The parties agree to comply with the dispute resolution provisions contained herein to resolve any dispute over whether to follow the recommendations.

9.4 Grantee's emergency plans and procedures shall designate Grantee's responsible local emergency response officials and a direct 24-hour emergency contact number for control center operator. Grantee shall, after being notified of an emergency, cooperate with the Grantor and immediately respond to protect the public's health, safety and welfare.

9.5 The parties agree to meet annually to review the emergency plans and procedures. Grantee shall coordinate this meeting with the Grantor.

9.6 Grantee shall be solely responsible for all necessary costs incurred by City, county, special district or state agencies in responding to any rupture, spill, or leak from Grantee's pipeline(s) and/or Facilities, including but not limited to, detection and removal of any contaminants from air, earth or water, and all actual remediation costs. This section shall not limit Grantee's rights or

causes of action against any third party or parties who may be responsible for a leak, spill or other release of hazardous liquid from Grantee's pipeline, including such third party's insurers.

9.7 In addition to the notification requirements in the emergency response plan, Grantee shall notify Grantor, within one (1) business day, of its observation or detection of any uncontained leak, spill or rupture, outside of a vault or pump station, of petroleum product totaling one (1) barrel or more, from its pipeline(s) and/or Facilities within or affecting the Franchise Area.

9.8 If requested by Grantor in writing, Grantee shall follow up this notice within thirty (30) days with a written summary of the event, including but not limited to, the leak, spill, or rupture date, time, amount, location, response, remediation and any other agencies Grantee has notified.

9.9 In the event of an uncontained leak, spill or rupture of five (5) barrels or more from Grantee's pipeline(s) and/or Facilities affecting the Franchise Area, where the cause is not reasonably apparent, and where federal or state regulators do not investigate, the Grantor may demand the occurrence be investigated by an independent pipeline consultant selected by Grantor. Grantee shall be solely responsible for paying all of the consultant's costs and expenses in investigating the occurrence and reporting the findings. Grantee shall meet and confer with the independent consultant following the consultant's investigation to address whether any modifications or additions to Grantee's pipeline(s) and/or Facilities may be warranted. If federal or state regulators perform an investigation, Grantee agrees to share the results with the City within sixty (60) days.

9.10 If the consultant recommends Grantee make modifications or additions to Grantee's pipeline(s) and/or Facilities, Grantee covenants to consider said recommendations in good faith. If Grantee declines to follow the consultant's recommendations, Grantee shall provide a written report to the Grantor explaining its reasoning for not following said recommendations. The parties agree to comply with the dispute resolution provisions contained herein to resolve any dispute over whether to follow the consultant's recommendations.

Section 10. Relocation.

10.1 In the event Grantor undertakes or approves the Construction of or changes to the grade or location of, any water, sewer or storm drainage line, street, sidewalk or other City improvement project or any governmental agency or any person or entity acting in a governmental capacity, or on the behalf of, under the authority of, or at the request of the Grantor or any other governmental agency, any improvement project, and the Grantor determines the project might reasonably require the relocation of Grantee's Facilities, Grantor shall provide the Grantee at least one hundred and twenty (120) calendar days advance written notice or such additional time as may reasonably be required, of such project requiring relocation of Grantee's pipeline(s) and/or Facilities.

10.2 Grantor shall provide Grantee with copies of pertinent portions of the plans and specifications prepared by a professional engineer, licensed in Texas, for the improvement project. Upon request, Grantee shall, at its cost and expense, determine and identify for Grantor the exact location of its pipeline(s) and Facilities potentially affected by the improvement project.

10.3 Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to the relocation within forty five (45) calendar days of receiving the plans and specifications. The City shall evaluate the alternatives and advise Grantee in writing if one or more of the alternatives is suitable to accommodate the work that would otherwise necessitate relocation of the Facilities. If requested by the City, Grantee shall submit additional information to assist the City in making the evaluation. The City shall give each alternative proposed by Grantee full and fair consideration but retains full discretion to decide for itself whether to utilize its original plan or an alternative proposed by Grantee. If the City ultimately determines there is no other reasonable alternative, Grantee shall relocate its Facilities as proposed by the City.

10.4 If any improvement project under this section is required in the interest of public health, safety, welfare, necessity or convenience, as adjudged in the sole discretion of the Grantor, the Grantee shall make such changes as required herein at Grantee's sole cost, expense and risk.

10.5 Grantor shall work cooperatively with Grantee in determining a viable and practical route within which Grantee may relocate its Facilities, in order to minimize costs while meeting Grantor's project objectives.

10.6 Grantee shall complete relocation of its Facilities so as to accommodate the improvement project at least ten (10) calendar days prior to commencement of the improvement project or such other time as the parties may agree in writing.

Section 11. Removal, Abandonment in Place.

11.1 In the event of Grantee's permanent cessation of use of its pipeline(s) and/or Facilities, or any portion thereof, within the Franchise Area, the Grantee shall, within one hundred and eighty days (180) after the cessation of use, remove the pipeline, Facilities or any portion thereof.

11.2 In the event of the removal of all or a portion of the pipeline(s) or Facilities, Grantee shall restore the Franchise Area to as good or better condition as it was in before the work began.

11.3 Removal and restoration work shall be done at Grantee's sole cost and expense and to Grantor's reasonable satisfaction. Grantee shall be responsible for any environmental review required for the removal of any pipeline(s) and/or Facility and the payment of any costs of the environmental review.

11.4 If Grantee is required to remove its pipeline(s) and/or Facilities and fails to do so or fails to adequately restore the Franchise Area or take such other mutually agreed upon action(s), Grantor may, after reasonable notice to Grantee, remove the pipeline(s) and/or Facilities, restore the premises or take other action as is reasonably necessary at Grantee's expense. This remedy shall not be deemed exclusive and shall not prevent the City from seeking a judicial order directing that the Facilities be removed.

11.5 With the express written consent of the Grantor, the Grantee may purge its pipeline(s) and Facilities, as directed by Grantor, and abandon them in place. Grantee shall be responsible for any

environmental review required for the abandonment of any pipeline(s) and/or Facilities and the payment of any costs of such environmental review. Grantor's consent to the abandonment of Facilities in place shall not relieve the Grantee of the obligation or costs to remove or to alter such Facilities in the event it is reasonably determined removal or alterations are necessary or advisable for the health and safety of the public, in which case the Grantee shall perform such work at no cost to the Grantor. This provision shall survive the expiration, revocation or termination of this Franchise.

11.6 The parties expressly agree the provisions of this Section shall survive the expiration, revocation or termination of this Franchise.

Section 12. Violations, Remedies and Termination.

12.1 In addition to any rights set out elsewhere in this Franchise, or other rights it may possess at law or equity, the Grantor reserves the right to apply any of the following remedies, alone or in combination, in the event Grantee violates any material provision of this Franchise. The remedies provided for in this Franchise are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the Grantor at law or equity.

12.2 If Grantee fails or refuses to comply with this Franchise, or any of its terms or provisions, the damages suffered by the Grantor as a result may include, without limitation, increased costs of administration and other damages difficult to measure. Therefore, Grantor and the Grantee agree liquidated damages up to one thousand dollars ($1,000) per day, per incident or other measure of violation, may be assessed from the first day of the violation or incident. These damages represent both parties' best estimate of the damages resulting from the specified injury. Imposing liquidated damages will invoke the dispute resolution provisions as provided in this Franchise, but will not relieve Grantee from the obligation to pay liquidated damages.

12.3 Grantor also may terminate this Franchise if Grantee materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this franchise, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) calendar days of Grantor's providing Grantee written notice thereof, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.

12.4 This Franchise shall not be terminated except upon a majority vote of the College Station City Council, after reasonable notice to Grantee and an opportunity to be heard, provided that if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.

12.5 In the event of termination under this Franchise, Grantee shall immediately discontinue operation of the pipeline through the Franchise Area. Either party may in such case invoke the dispute resolution provisions herein. Alternatively, Grantor may elect to seek relief directly in District Court, in which case the dispute resolution requirements shall not apply in this limited situation. Once the Grantee's rights to Operate in the Franchise Area have terminated, Grantee shall comply with the Franchise provision regarding removal and/or abandonment of Facilities.

12.6 Grantor's failure to exercise a particular remedy at any time shall not waive Grantor's right to terminate, assess penalties, or assert any other remedy at law or equity for any future breach or default of Grantee.

12.7 Termination of this franchise shall not release Grantee from any liability or obligation with respect to any matter occurring prior to such termination, nor shall such termination release Grantee from any obligation to remove or secure the pipeline pursuant to this Franchise and to restore the Franchise Area.

12.8 The parties acknowledge the covenants set forth herein are essential to this Franchise, and, but for the mutual agreements of the parties to comply with such covenants, the parties would not have entered into this Franchise. The parties further acknowledge they may not have an adequate remedy at law if the other party violates such covenant; therefore, the parties shall have the right, besides any other rights they may have, to obtain in any court of competent jurisdiction, injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce any of the covenants contained herein, should the other party fail to perform them.

Section 13. Dispute Resolution.

13.1 In the event of a dispute between Grantor and Grantee arising by reason of this Franchise, the dispute shall first be referred to the operational officers or representatives designated by Grantor and Grantee to have oversight of the administration of this Franchise. The officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

13.2 In the event the parties are unable to resolve the dispute under the procedure set forth in this section, then the parties hereby agree the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. Any expenses incidental to mediation shall be borne equally by the parties.

13.3 If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies, provided that if the party seeking judicial redress does not substantially prevail in the judicial action, it shall pay the other party's reasonable legal fees and costs incurred in the judicial action.

Section 14. Indemnification and Release.

14.1 General Indemnification. Grantee shall indemnify, defend and hold harmless Grantor, its officers, agents, employees and volunteers, from and against all claims, losses, damages, causes of action, suits, and liability of every kind, including reasonable attorneys' and experts' fees incurred by Grantor in defense thereof, arising out of or related to, directly or indirectly, the installation, Construction, Reconstruction, operation, use, location, testing, repair, maintenance, removal, or abandonment of Grantee's pipeline(s) and/or Facilities, or from Grantee's pipeline and other appurtenant Facilities, and the products contained in, transferred through, released or escaped from the pipelines and appurtenant Facilities, including the reasonable costs of assessing such damages and any liability for costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any environmental laws. If any action or proceeding is brought against Grantor by reason of the pipeline(s) or their appurtenant Facilities, Grantee shall defend the Grantor at the Grantee's complete expense, provided that, for uninsured actions or proceedings, defense attorneys shall be approved by Grantor, which approval shall not be unreasonably withheld.

14.2 Environmental Indemnification. The Grantee shall indemnify, defend and hold harmless the Grantor, the City, its officers, agents, employees and volunteers, from and against all claims, losses, damages, causes of action, suits, and liability, either at law or in equity, including, but not limited to, costs and reasonable attorneys' and experts' fees incurred by Grantor in defense thereof, arising directly or indirectly from (a) Grantee's breach of any environmental laws applicable to the pipeline or (b) from any release of a hazardous substance on or from the pipeline or (c) other activity related to this Franchise by Grantee, its agents, contractors or subcontractors. This indemnity includes but is not limited to (a) liability for a governmental agency's costs of removal or remedial action for hazardous substances; (b) damages to natural resources caused by hazardous substances, including the reasonable costs of assessing such damages; (c) liability for any other person's costs of responding to hazardous substances; (d) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any environmental laws; and (e) liability for personal injury, property damage, or economic loss arising under any statutory or common-law theory.

14.3 Release. The Grantee assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Grantor, 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 Grantee'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 Grantor, the City, any other party released hereunder, the Grantee, or any third party.

Section 15. Insurance and Bond Requirements.

15.1 During this Franchise, Grantee shall maintain, at its sole cost and expense, the following insurance to cover any and all liabilities, damages, claims and losses arising out of or in connection with the activities to which this franchise applies. Commercial General Liability and Business Auto Liability policies shall be endorsed to list the Grantor, its officers, officials, agents, and employees as Additional Insureds with a Waiver of Subrogation Rights. Policies shall be endorsed as primary with the Grantor's insurance or self-insurance non-contributory. Insurance coverage shall include, but is not limited to, all defense costs. All policies shall contain a provision that coverage shall not be canceled, non-renewed or reduced in limits of liability without a minimum of thirty (30) days prior written notice to the Grantor.

15.1.1. Commercial General Liability. Policy must be issued on a form at least as broad as ISO form GC 00 01, by a carrier rated A VIII or better in accordance with the current A. M. Best Key Rating Guide. Limits of liability no less than Five Million Dollars ($5,000,000) per occurrence, with an aggregate limit of liability no less than Ten Million Dollars ($10,000,000). Coverage shall not exclude premises/operations with separate aggregate, independent contracts; products/completed operations; contractual liability insuring the indemnity provided herein; personal and advertising liability and Explosion, Collapse and Underground (XCU) coverage.

15.1.2. Business Automobile Liability. Policy must be issued by a carrier rated A VIII or better in accordance with the current A. M. Best Key Rating Guide, with a minimum combined single limit of liability of Two Million Dollars ($2,000,000) for bodily injury and property damage. The coverage shall include owned autos, leased or rented autos, non-owned autos, hired autos and any autos. Pollution liability coverage shall be provided by endorsement MCS-90, with a limit of $2,000,000 where such exposures exist.

15.1.3. Pollution Liability. Policy must be issued by a carrier rated A VIII or better in accordance with the current A. M. Best Key Rating Guide, with limits of liability of Five Million Dollars ($5,000,000) covering liability from sudden and accidental environmental occurrences as well as undisclosed environmental hazards.

15.1.4. Workers' Compensation/Employers' Liability. Policy must be issued by a carrier rated A VIII or better in accordance with the current A. M. Best Key Rating Guide with statutory limits of liability according to Texas law. Employers' Liability is required with minimum limits of liability of One Million Dollars ($1,000,000) for each accident/each disease/each employee. "Texas Waiver of Our Right to Recover from Others Endorsement, WC 42 03 04" is required and Texas must appear in Item 3A of the Workers' Compensation policy 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."

15.2 Grantee shall provide evidence of required policies on the most current State of Texas Department of Insurance-approved Certificate of Liability Insurance to the Grantor before any substantial work, testing, Construction or Reconstruction on the Pipeline. Certificates of insurance shall be attached as **Exhibit "B"**.

15.3 On or before the Effective Date of this Franchise, the Grantee shall furnish a bond executed by the Grantee and a corporate surety authorized to do surety business in the State of Texas, with an A. M. Best rating of A XII in a sum of **five hundred thousand dollars ($500,000.00)** to insure performance of the Grantee's obligations and performance under this Franchise, such bond to be conditioned that the Grantee shall well and truly keep and observe all of the covenants, terms and conditions and faithfully perform all of the Grantee's obligations under this Franchise. One (1) calendar year after all construction and installation activities have been completed for each pipeline in full compliance with the covenants, terms and conditions of this Franchise agreement, Grantee may request a reduction in the bond amount for each pipeline granted pursuant to this Franchise. Such reduction may be granted in Grantor's sole discretion, however, at no time shall the bond amount for each pipeline be less than **one hundred thousand dollars ($100,000.00)**. The bond amount for new franchises covering existing pipelines shall be determined by Grantor and shall be no less than **one hundred thousand dollars ($100,000.00)**. The bond(s) shall be attached as **Exhibit "C"**.

15.4 The indemnity, insurance and bond provisions contained herein shall survive the termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in or on the Franchised Areas or until the parties execute a new Franchise Agreement which modifies or terminates these indemnity, insurance and bond provisions.

Section 16. Receivership and Foreclosure.

16.1 Grantee shall immediately notify the Grantor in writing if it: files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to effect a plan or other arrangement with creditors; files an answer admitting to the jurisdiction of the Court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended; or is adjudicated bankrupt, makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver or trustee of all or any part of its property including all or any parts of its business operations, pipeline(s) or Facilities within or affecting the Franchise Area.

16.2 Upon the foreclosure or other judicial sale of all or a substantial part of Grantee's business operations, pipeline(s) or Facilities within or affecting the Franchise Area, or upon the termination of any lease covering all or a substantial part of the pipeline(s) or Facilities within or affecting the Franchise Area, or upon the occasion of additional events which effectively cause termination of Grantee's rights or ability to operate the pipeline(s) or Facilities within or affecting the Franchise Area, Grantee shall notify the Grantor of such fact, and such notification or the occurrence of such terminating events shall be treated as a notification a change in control of the Grantee has taken place, and the provisions of this Franchise Agreement governing the consent of the Grantor to such change in control of the Grantee shall apply.

16.3 The Grantor shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of a Grantee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless: a) Within one hundred twenty (120) days after the election or appointment, such

receiver or trustee shall have fully complied with all of the provisions of this Franchise Agreement and remedied any existing violations and/or defaults; and b) Within said one hundred twenty (120) days, such receiver or trustee shall have executed an agreement, duly approved by the court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise Agreement granted to the Grantee except where expressly prohibited by Texas law.

Section 17. Franchise Fee and Costs.

17.1 In consideration for granting this Franchise and for the use of the Franchise Area, there is hereby established an annual fee equal to One Dollar(s) ($1.00), per lineal foot of Franchise Area, plus an annual fee equal to One Thousand Dollars ($1,000.00), for each road or street boring/crossing.

17.2 The first installment shall be paid at the time Grantee accepts this Franchise and shall cover the next twelve (12) months. Each succeeding installment shall cover the next twelve (12) month period and shall be paid not later than the anniversary date of the Effective Date of this Franchise.

17.3 Interest shall accrue on any late payment at the rate of twelve percent (12.0%) per annum. The annual fee shall remain constant for the first three (3) years of this Franchise and shall then subsequently increase at a rate of one and a half percent (1.5%) every year thereafter beginning with year four (4) for the Franchise's remaining term.

17.4 Grantee agrees to pay a fee or a charge so the City recovers its actual and reasonable administrative expenses directly related to preparing and approving this Franchise. Nothing shall preclude the City from charging administrative fees or recovering administrative costs incurred by the City in approving permits or in the reasonable supervision, inspection or examination of all work by Grantee in the Franchise Area to ensure compliance with this Franchise and the permits, as required by the provisions of the City's Charter or Code of Ordinances.

Section 18. Legal Relations.

18.1 Nothing contained in this Franchise shall be construed to create an association, trust, partnership, agency relationship, or joint venture or to impose a trust, partnership, or agency duty, obligation or liability on or with regard to any party. Each party shall be individually and severally liable for its own duties, obligations, and liabilities under this Franchise.

18.2 Grantee accepts any privileges granted by Grantor to the Franchise Area, public Rights-of-Way and other Public Property in an "as is" condition. Grantee agrees the City has made no representations, implied or express warranties or guarantees on the suitability, security or safety of Grantee's location of facilities or the facilities themselves in public property or rights of way or possible hazards or dangers arising from other uses of the public rights of way or other public property by the City or the general public. Grantee shall remain solely and separately liable for the function, testing, maintenance, replacement and/or repair of the pipeline or other activities permitted under this Franchise.

18.3 Grantee waives immunity in any cases involving the Grantor and affirms the Grantor and Grantee have specifically negotiated this provision, to the extent it may apply.

18.4 This Franchise shall not create any duty of the City or any of its officials, employees or agents and no liability shall arise from any action or failure to act by the City or any of its officials, employees or agents, in the exercise of powers reserved to the Grantor. Further, this ordinance is not intended to acknowledge, create, imply or expand any duty or liability of the Grantor regarding any function in exercising its police power or for any other purpose. Any duty that may be deemed created in the City shall be deemed a duty to the general public and not to any party, group or entity.

18.5 This Franchise shall be governed by and construed in accordance with the laws of the State of Texas and the parties agree in any action, except actions based on federal questions, venue shall lie exclusively in Brazos County, Texas.

Section 19. Miscellaneous.

19.1 In the event a court or agency of competent jurisdiction declares a material provision of this Franchise Agreement to be invalid, illegal or unenforceable, the parties shall negotiate in good faith and agree, to the maximum extent practicable in light of such determination, to such amendments or modifications as are appropriate so as to give effect to the intentions of the parties as reflected herein. If severance from this Franchise Agreement of the particular provision(s) determined to be invalid, illegal or unenforceable will impair the value of this Franchise Agreement, either party may apply to a court of competent jurisdiction to reform or reconstitute the Franchise Agreement to recapture the original intent of the particular provision(s). All other provisions of the Franchise shall remain in effect during which negotiations or a judicial action remains pending.

19.2 Whenever this Franchise sets forth a time for any act to be performed, such time shall be deemed to be of the essence, and any failure to perform within the allotted time may be considered a material violation of this Franchise.

19.3 In the event Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason(s) beyond the reasonable control of Grantee, then Grantee's performance shall be excused during the Force Majeure occurrence. Upon removal or termination of the Force Majeure occurrence, the Grantee shall promptly perform the affected obligations in an orderly and expedited manner under this Franchise, or shall procure a substitute for such obligation or performance that is satisfactory to Grantor. Grantee shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.

19.4 The Section headings in this Franchise are for convenience only, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the Section to which they pertain.

19.5 By entering into this Franchise, the parties expressly do not intend to create any obligation or liability, or promise any performance to, any third party, nor have the parties created for any third party any right to enforce this Franchise.

19.6 This Franchise and all of the terms and provisions shall be binding upon and inure to the benefit of the respective successors and assignees of the parties.

19.7 Whenever this Franchise calls for notice to or notification by any party, the same (unless otherwise specifically provided) shall be in writing and directed to the recipient at the address set forth in this Section, unless written notice of change of address is provided to the other party. If the date for making any payment or performing any act is a legal holiday, payment may be made or the act performed on the next succeeding business day which is not a legal holiday.

Notices shall be directed to the parties:

GRANTOR:	GRANTEE:
City Engineer City of College Station 1101 Texas Avenue College Station, TX 77840	Patrick R. Oenbring Hawkwood Energy Midstream, LLC. 4582 S. Ulster Street, Suite 500 Denver, CO 80237

19.8 The parties each represent and warrant they have full authority to enter into and to perform this Franchise; they are not in default or violation of any permit, license, or similar requirement to carry out the terms hereof; and no further approval, permit, license, certification, or action by a governmental authority is necessary to execute and perform this Franchise, except such as may be routinely required and obtained in the ordinary course of business.

19.9 This Franchise Agreement and the attachments hereto represent the entire understanding and agreement between the parties regarding the matter and supersedes all prior oral negotiations between the parties. This Franchise Agreement shall be amended, supplemented, modified or changed only by an agreement in writing that refers to the Franchise Agreement or the attachment and that is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought. All previous Franchise Agreements between the parties pertaining to Grantee's Operation of its pipeline(s) and/or Facilities are superseded.

19.10 Grantee shall evidence its unconditional written acceptance of all the terms and conditions of this Franchise by the execution of this Agreement.

19.11 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and constitute the same instrument.

Section 20. Public Meeting and Required Readings.

20.1 It is hereby found and determined that the meetings at which this franchise ordinance was passed were open to the public, as required by TEXAS GOVERNMENT CODE § 551, as amended, and that advance public notice of time, place, and purpose of said meetings was given.

First Reading & Approval on the _____ day of_____ 2018

Second Reading & Final Approval on the _____ day of_____ 2018

Section 21. Effective Date.

21.1 In accordance with City of College Station City Charter, Section 105, after passage, approval and legal publication of this Franchise Ordinance as provided by law, and provided it has been duly accepted by Grantee as herein above provided, this Franchise Ordinance shall not take effect until sixty (60) days after its adoption on its second and final reading.

PASSED, ADOPTED and **APPROVED** by the City of College Station City Council on this the _____ day of_____ 2018.

HAWKWOOD ENERGY MIDSTREAM, LLC.

By: Patrick R Oenbring
Printed Name: Patrick R. Oenbring
Title: Chief Executive Officer
Date: 08|20|2018

CITY OF COLLEGE STATION

By: _____
Mayor
Date: _____

ATTEST:

_____
City Secretary
Date: _____

APPROVED:

_____
City Manager
Date: _____

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

Exhibit "A"
Pipeline Route Map, Survey and Drawings

Notes

1. Locations and depths of existing utilities based on paint marks, utility maps and above ground features. Locations and depths have not been field verified.
2. Call Texas 811 and City of College Station Utility Dispatch at 855-378-4276 for utility location at least 48 hours prior to starting construction.
3. Call Texas 811 immediately if an existing utility is damaged. If the utility is known to be a City of College Station utility, call Utility Dispatch at 855-378-4276.
4. Removal of trees to be performed by others. No separate measurement or payment for tree clearing is included.
5. Steel pipe proposed with 0.500" nominal wall thickness (0.465" design wall thickness) and 0.625 inches. Design operating pressure is 1,440 psig.
6. All pipe shall be shop coated with 12 to 16 mils of Sherwin-Scandia epoxy (P.E.C.) Scandia no. 6233 BC. Field weld joints shall be coated with a 2-part Polyurethane Scandia 7286.
7. All pipe on the horizontal directional drills from Stations 13+70 to 16+51 and Stations 21+70 to 24+35 shall be shop applied with an additional abrasion resistant overcoat of 40 mils of PEE, Scandia no. 6232 AR. This shall be shop applied as per Pipeline Specification 54 of TEGA, LLC. All pipe in the horizontal directional drills shall have an additional 80 mil shop applied layer coating of 6232 to 10 mils of Powercrete DS. The Scandia no. 6232 and Powercrete DS form a tough outer layer specifically designed for directional drilling applications to prevent underlying coatings and bare steel from thermal damage.
8. Locations of crossings are approximate. Contractor shall verify locations and depths of all utilities prior to construction.
9. Contractor shall notify the City of College Station Utility Dispatch at 855-378-4276 and Alan Gibbs, Pg. at 979-764-3578, 24 hrs in advance of construction.
10. Contractor shall notify property owners 48 hours prior to construction.
11. Cathodic protection for 8-inch steel pipe shall be provided by consumable zinc galvanic anode cathodic protection consisting of four (4) 17 lb. high potential magnesium anodes furnished in a single bed per code and in the pipeline, to be determined during construction. Two 714 feet isolation bolts be installed, one at Station 13+70, as shown, and the other at the pipeline steel tap/valve from the aerobic bet. TRRL protection which be connected to the 1 steel pipeline by leads.
12. Vertical alignment at horizontal directional drill crossings is for bidding purposes only. Drilling contractor is responsible for final vertical alignment to meet minimum depth of cover requirements.
13. Prepare a SWPPP in accordance with Texas College Station Code of Ordinances Chapter 13 Article IV Storm Water Pollution Prevention Details. Plan must be submitted to and approved by City of College Station Public Works prior to construction.
14. Hunt Bank and/or hydrostatic test all associated areas as City of College Station ROW and other City of College Station owned property after final backfill, compaction and grading. Block and chalk to be used in existing developed areas with grass.

SHEET NUMBER	BISONTE PIPELINE	PAYNE, LLC	REVISIONS
2	COLLEGE STATION, TEXAS	FIRM REGISTRATION # F-19190	
JOB NUMBER	PIPELINE PROJECT OVERALL	121 W Main Street	
327		College, TX 77840	
		PH: (979) 693-4500	

Exhibit "B"
Certificate(s) of Insurance

CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1172183

DATE (MM/DD/YYYY): 8/9/2018

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

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

PRODUCER Lockton Companies, LLC 5847 San Felipe, Suite 320 Houston, TX 77057	**CONTACT NAME:** 888-828-8365 **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED **Insperity, Inc.** **19001 Crescent Springs Drive** **Kingwood, TX 77339** ***SEE BELOW**	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Indemnity Insurance Co. of North America / 43575 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	C64630696	10/1/2017	10/1/2018	X 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

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

HAWKWOOD ENERGY MANAGEMENT, LLC (3116000) IS INCLUDED AS A NAMED INSURED THROUGH ENDORSEMENT.
RE: WATER SUPPLY AGREEMENT
WAIVER OF SUBROGATION IN FAVOR OF CITY OF COLLEGE STATION WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CITY OF COLLEGE STATION
ATTN: DALE LAPHAM
1200 NORTH FOREST PARKWAY
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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Workers' Compensation and Employers' Liability Policy

Named Insured Insperity Inc. HAWKWOOD ENERGY MANAGEMENT, LLC	Endorsement Number
	Policy Number Symbol: RWC Number: C64630696
Policy Period 10/1/2017 **TO** 10/1/2018	Effective Date of Endorsement 10/1/2017
Issued By (Name of Insurance Company) Indemnity Insurance Co. of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

CITY OF COLLEGE STATION
CITY OF COLLEGE STATION .
1200 NORTH FOREST PARKWAY
COLLEGE STATION, TX 77842
RE: WATER SUPPLY AGREEMENT

For the states of CA, UT, TX, refer to state specific endorsements. This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Michelle Kopp

Authorized Representative

WC 00 03 13 (11/05) Ptd. U.S.A. Copyright 1982-83, National Council on Compensation

Client#: 36551 HAWKENE1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/16/2018

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver, CO 80202 303 -34-4567	PHONE (A/C, No, Ext): 303-534-4567	FAX (A/C, No): 303-534-0600
	E-MAIL ADDRESS: denaccounttechs@imacorp.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : St. Paul Fire & Marine Ins. Co.(*)	24767
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F : *Travelers Insurance Co.	

INSURED
Hawkwood Energy LLC
4582 S. Ulster St., Ste. 500
Denver, CO 80237

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZLP14R77794	06/11/2018	06/11/2019	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X Includes Sudden &						MED EXP (Any one person)	$5,000
	Accidental Pollution						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ZLP14R77794	06/11/2018	06/11/2019	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR			ZLP14R77794	06/11/2018	06/11/2019	EACH OCCURRENCE	$15,000,000
	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$15,000,000
	DED X RETENTION $10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

Certificate Holder is included as Additional Insured on the General Liability, Business Auto and Excess Liability Policies if required by written contract or agreement subject to the policy terms and conditions.

A Waiver of Subrogation is provided in favor of the certificate holder on the General, Automobile, Excess Liability Policies if required by written contract or agreement and with respect to (See Attached Descriptions)

CERTIFICATE HOLDER

City of College Station
Attn: Dale Lapham
1200 North Forest Parkway
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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DESCRIPTIONS (Continued from Page 1)

work performed by Insured subject to the policy terms and conditions.

The policy is endorsed to provide the certificate holder with 30 day advanced written notice in case of policy cancellation.

Exhibit "C"
Bond(s)

Bond No. LPM9291307

Franchise No. _____ **PERFORMANCE AND INDEMNITY BOND**

PERFORMANCE AND INDEMNITY BOND FOR
PIPELINE FRANCHISE FOR OIL AND GAS OPERATIONS

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

THAT WE, Hawkwood Energy Midstream, LLC, as Principal, hereinafter called "Grantee", "Franchisee", "Permittee", or "Principal" and the other subscriber hereto Fidelity and Deposit Company of Maryland, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, as Beneficiary, a Texas home-rule municipal corporation, in the sum of **One Hundred Thousand Dollars ($ 100,000.00)** for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Grantee 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 Grantee has submitted to the City an application for a nonexclusive Pipeline Franchise for Oil or Gas Operations to operate and maintain pipelines to transport oil, gas, related hydrocarbons, water to be injected or produced water, under the permitted conduct of oil or gas operations within and through the City of College Station or renewal thereof for which Grantee must insure performance of the Grantee's obligations and performance under this Pipeline Franchise and indemnify the City, requiring Grantee to guarantee and indemnify the City that it will meet the requirements set forth in the Pipeline Franchise Ordinance for Oil and Gas Operations and the College Station Code of Ordinances pertaining to oil and gas operations within the City, as amended; which original permit(s) pertains to the following well(s), to wit: **Bistonte and Buey** and as shown on the issued drilling and oil and gas well permit(s), as amended and incorporated by reference herein;

NOW THEREFORE, this Performance and Indemnity Bond shall remain in effect as long as the Pipeline Franchise for Oil and Gas Operations, any renewal thereof and as long as any Grantee pipeline occupy or operate within the franchised area of the City to ensure that Grantee shall faithfully and strictly perform all terms, provisions, and stipulations of the granted Pipeline Franchise and of the applicable Code of Ordinances of the City of College Station in accordance with the true meaning and effect of each during the period said Pipeline Franchise is in effect or during the period Grantee's pipeline(s) occupy or operate within any franchised area, including all provisions referred to therein and shall comply strictly with each and every provision thereof, including all warranties and indemnities therein and with this bond. Otherwise, this obligation shall become null and void and shall have no further 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 Grantee with the terms of the Pipeline Franchise for Oil and Gas Operations and the applicable provisions of the Code of Ordinances of the City of College Station and the making of payments pursuant thereto including the following:

(1) Complying with all applicable terms and conditions of the Pipeline Franchise for Oil and Gas Operations, the City of College Station Code of Ordinances, as amended, the issued Drilling Permit(s) and the issued Oil and Gas Well Permits, as amended, renewed, or re-issued.

(2) Promptly repairing and clearing all premises of all litter, trash, waste, hazards, hazardous materials, petroleum products or byproducts, and other substances used, allowed, or occurring in the installation or operations, and after installation, abandonment or

completion, grade, level and restore such property to the same surface conditions as nearly as possible as existed before operations commenced.

(3) Grantee agreeing to and indemnifying and holding harmless City, its officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including pipeline activity and oil and gas development activity, all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with the work done by Grantee under the Pipeline Franchise:

(a) where such injuries, death or damages are caused by City's sole negligence or the joint negligence of City and any other person or entity;

(b) regardless of whether such injuries, death, or damages are caused in whole or in part by the negligence of City.

(4) Not cancelling such instrument without ninety (90) days prior written notice thereof to the City Secretary and City Engineer.

(5) Promptly paying fines, penalties, and other assessments imposed by reason of breach of any of the terms of the Pipeline Franchise or Code of Ordinances of the City of College.

(6) Promptly restoring to their former condition any public property damaged by the pipeline operation.

(7) Promptly paying all fees of a consultant, inspector, engineer or other professional or service, as deemed necessary in the City's sole discretion, to protect the public health, safety, and general welfare.

Having fully considered its Grantee's competence to perform to meet all the requirements therein in the underwriting of this Performance and Indemnity Bond, the Surety hereby waives any notice to it of any default, failure or delay by the Grantee in the performance of its obligations pursuant to same 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 Grantee in all matters pertaining to Grantee's obligations to ensure the compliance by Grantee as required by the Pipeline Franchise and by the Code of Ordinances of the City of College Station.

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 changes to the Pipeline Franchise, to its ordinances and in the obligations of Grantee arising thereunder, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the work to be done arising 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 Grantee and Surety will fully indemnify and save harmless the City of College Station from any liability, loss, cost, expense, or damage arising out of or in connection with the work done by the Grantee pursuant to the Pipeline Franchise, to any of its oil and gas operations and activities within the City and to the applicable provisions of the Code of Ordinances of the City of College Station. In the event the City of College Station brings a suit or other proceeding at law regarding the above-referenced Pipeline Franchise, ordinances, or this bond or any combination thereof, the Grantee and Surety agree to pay to the City the actual amounts of attorney's fees incurred by the City in connection with such suit.

This bond and all obligations created hereunder shall be performable in Brazos County, Texas.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if not 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 below or at such other address as the receiving party may hereafter prescribe by written notice to the other party and to the City of College Station:

Grantee: Hawkwood Energy Midstream, LLC
Stanford Place III
4582 South Ulster Street, Suite 500
Denver, CO 80237

Surety: Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196

City of College Station: City of College Station
1101 Texas Avenue
College Station, Texas 77842
Attn: City Engineer

With a copy to: City of College Station
1101 Texas Avenue
College Station, Texas 77842
Attn: City Attorney

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

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

By: Laura B. Smith
Name: Laura B. Smith
Title: Sr. Land Manager

ATTEST/WITNESS (SEAL)

By: Myriah Valdivia
Name: Myriah Valdivia
Title: Witness
Date: July 11, 2018

Hawkwood Energy Midstream, LLC
(Name of Grantee)

By: Patrick R. Oenbring
Name: Patrick R. Oenbring
Title: CEO
Date: 07/18/2018

Fidelity and Deposit Company of Maryland
(Full Name of Surety)

1299 Zurich Way, Schaumburg, IL 60196
(Address of Surety for Notice)

By: Desiree E. Westmoreland
Name: Desiree E. Westmoreland
Title: Attorney-in-Fact
Date: July 11, 2018

REVIEWED:

John A. Hasbrook
City Attorney

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

City Manager

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Bret S. BURTON, Tim H. HEFFEL, Desiree E. WESTMORELAND, Timothy Craig SMITH, David B. McKINNEY, Todd Alan RAMBO and Myriah A. VALDIVIA, all of Wichita, Kansas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 30th day of June, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Assistant Secretary
Joshua Lecker

_____
Vice President
David McVicker

State of Maryland
County of Baltimore

On this 30th day of June, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and JOSHUA LECKER, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day of July, 2018.

Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

Legislation Details (With Text)

File #:	18-0638	**Version:**	1	**Name:**	OrdinanceAmendment for False Fire Alarms
Type:	Presentation			**Status:**	Consent Agenda
File created:	9/19/2018			**In control:**	City Council Regular
On agenda:	9/27/2018			**Final action:**	
Title:	Presentation, possible action, and discussion on an ordinance amending Chapter 12, “Emergency Management and Emergency Services,” Article IV, “Alarm Systems,” of the Code of Ordinances regarding false alarm fees.				
Sponsors:	Eric Dotson				
Indexes:					
Code sections:					
Attachments:	Ch 12 Alarm Sys Ord Amend 4-27-18.pdf				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion on an ordinance amending Chapter 12, “Emergency Management and Emergency Services,” Article IV, “Alarm Systems,” of the Code of Ordinances regarding false alarm fees.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the proposed changes

Summary: The ordinance outlines changes to Chapter 12, "Emergency Management and Emergency Services" of the Code or Ordinances by enabling the Fire Department to charge a fee if a user has more than three false alarms in a twelve month period. The proposed false alarm fees are comparable to the Police Department false alarm fees that have been in place for many years.

The Police Department fees are as follows:

1. 1-3 false alarms **$0.00**
2. 4-5 false alarms **$50.00** for each false alarm
3. 6-7 false alarms **$75.00** for false alarm
4. 8 or more false alarms **$100.00** for each false alarm
5.

The proposed Fire Department false alarm fees are:

1. 1-3 false alarms **$0.00**
2. 4-5 false alarms **$85.00** for each false alarm
3. 6-7 false alarms **$110.50** for false alarm
4. 8 or more false alarms **$143.65** for each false alarm

Budget & Financial Summary: None

Attachments: Ordinance Amendment

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "EMERGENCY MANAGEMENT AND EMERGENCY SERVICES," ARTICLE IV, "ALARM SYSTEMS," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO ALARM SYSTEMS; 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, "Emergency Management and Emergency Services," Article IV, "Alarm Systems," 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: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance 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) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2018.

ATTEST: **APPROVED:**

_____ **_____**
City Secretary **Mayor**

APPROVED:

_____
City Attorney

EXHIBIT A

That Chapter 12, "Emergency Management and Emergency Services," Article IV, "Alarm Systems," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

ARTICLE IV. - ALARM SYSTEMS

Sec. 12-104. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alarm agent means any individual employed by an alarm business whose duties include altering, installing, maintaining, moving, repairing, replacing, selling, servicing, responding to, or monitoring an alarm system. The term "alarm agent" shall also mean any person employed or otherwise associated with an alarm business who has access to confidential information relating to a customer or subscriber of such alarm business which could be used to compromise or defeat an alarm system.

Alarm business means any company whose duties include altering, installing, maintaining, moving, repairing, replacing, selling, servicing, responding to, or monitoring an alarm system.

Alarm user means any person on whose premises an alarm system is maintained, except for alarm systems on motor vehicles or alarms that summon only the security services of a private security company or other private entity.

Central station means any premises, usually maintained by an alarm company, equipped to receive and displace signals from any type of alarm.

Dial alarm means any alarm or device which automatically selects a telephone line connected to the Police Department and reproduces a prerecorded message to report a criminal intrusion or other emergency requiring a police response.

False alarm means the activation of an alarm system or device through mechanical failure, malfunction, improper installation, or the negligence of the owner of an alarm system or device or of employees or agents thereof. Such terminology does not include, for example, alarms caused by hurricanes, tornadoes, earthquakes or other violent condition.

Hold-up alarm means any type of alarm system or device designated to be activated by the alarm user or subscriber in the event of a holdup or robbery.

Home alarm means any alarm device or system which is connected to a residence.

Subscriber means any person or business which buys or otherwise obtains an alarm system and has a contract with an alarm business to monitor and/or service the alarm system.

Sec. 12-105. - Penalty.

A violation of this article shall be punished as provided in Section 1-7.

Sec. 12-106. - Violations.

(a) *Notice to City.* The Police and Fire Departments shall be responsible for notifying the Fiscal Services Department of the amount of any fees to be collected. The Fiscal Services Department shall be responsible for collecting any fees.

(b) *Waiver of imposition.* In the event that the Chief of Police or Fire Chief determines that the false alarms occurred as a direct result of an interruption of electrical power, a telephone system malfunction or other causes clearly beyond the control of the owner, the Chief of Police or Fire Chief may waive the imposition of the applicable false alarm penalty or administrative sanction.

(c) *Hearing from administrative decision finality.* Any person subject to the imposition of a fee, order of disconnection or other administrative sanction under the terms of this article shall have a right to appeal the decision of the Chief of Police or Fire Chief to the City Manager. Requests for a hearing must be made in writing filed with the Office of the City Manager within 15 days of the date of the notice of administrative decision. Upon receipt of such written request, the City Manager shall schedule a hearing date and inform the owner of the date, time and place of the past false alarms, corrective action taken, and any inspection reports on the cause of false alarms. If the City Manager determines that the false alarms were not caused by the owner or employees, representatives or agents thereof, and that reasonable steps have been taken to correct the problem, the penalty disconnection order or administrative sanction may be suspended in whole or part. The City Manager shall keep a written report of the hearing, including a statement of the reasons for the action taken.

Sec. 12-107. - Alarm business license.

No person shall conduct an alarm business, unless licensed under the Texas Occupations Code ch. 1702.

Sec. 12-108. - Records.

(a) All alarms within the City are subject to the City ordinance regulating alarms whether or not they terminate at the Police Department. Upon the date the ordinance from which this article is derived is adopted, no additional alarm terminals shall be permitted to be installed at the Police Department. Every subscriber of an alarm system or device within the City shall have an emergency response card on file with the Chief of Police. The card must contain the names and current telephone numbers of at least three individuals authorized to enter upon the premises and turn off any such alarm. The person must acknowledge in writing that the employees of the Police Department of the City are authorized to enter any premises where an alarm has been activated, and they may use reasonable means necessary to gain entry to determine if the alarm is valid or false.

(b) The City shall maintain a record of all responses to activated alarms. Such records shall include the time, date, location of the alarm, any individuals who responded to the alarm and information indicating if activation of the alarm was valid or false.

Sec. 12-109. - Operational characteristics.

The sensory mechanisms used in connection with the alarms shall be adjusted to suppress for all signals so the alarms will not be activated by impulses due to transient pressure surges, electrical power surges or failures, short flashes of light, normal room temperature changes, wind noises, rattling or vibrating doors or windows, vehicular noises or other causes unrelated to genuine signals.

Sec. 12-110. - Alarm system standards.

(a) *Power supply.* Any alarm system which necessitates response by a law enforcement agency or fire department response or is a public alarm, shall be provided with standby power to automatically maintain the system in a normal condition for a period of four hours in the event of the interruption of the primary power source. This does not apply where the central monitoring equipment produces a distinctive signal indicating power failure at the protected premises and a police response is not required.

(b) *Inspection.* The City shall be entitled to inspect any installation for standby power supply function or any other problem during regular business hours.

Sec. 12-111. - Maintenance.

(a) All alarm systems shall be subject to repair or correction no later than the end of the business day following the day on which the user or alarm agent receives notification of the need for such service.

(b) The Police Chief or Fire Chief or their designees may require inspections of any alarm to correct any problems.

Sec. 12-112. - Audible or local alarm cutoff.

Every audible local alarm shall be equipped with an automatic 15-minute cutoff and reset device, or shall be capable of being silenced manually by the owner or a representative thereof upon arrival at the location of the alarm.

Sec. 12-113. - False alarms.

(a) Upon notification by the Police Department or Fire Department, the designated alarm user or subscriber, or one of the persons listed on the emergency response card shall come to the scene of an alarm activation within 30 minutes of being notified of the alarm activation. Verification that an alarm is false shall be done by Police Officers or Fire Officials.

(b) An alarm user or subscriber shall be allowed three false alarms in a preceding 12-month period without penalty. After this, a user or subscriber shall be assessed a fee established in Section 2-117.

(c) Any false alarms resulting from a failure to take the necessary corrective action to prevent any such reoccurrence and/or nonpayment of any false alarm penalty may result in the Chief of Police providing a written notice ordering a disconnection of such alarm until such corrective

action or payment of fee is made, provided that no disconnection shall be ordered on any premises required by law to have an alarm system in operation.

(d) Any false fire alarm systems resulting from a failure to take the necessary corrective action to prevent any such reoccurrence and/or nonpayment of any false alarm penalty may result in the Fire Official or Building Official suspending or revoking in writing the alarm user, subscriber or owner's Certificate of Occupancy for the building with the reoccurring false alarms or nonpayment until the fire alarm system is inspected by the City and is in proper working order and payment is made.

Legislation Details (With Text)

File #:	18-0639	**Version:**	1	**Name:**	Ordinance Amendment for Fire & Planning after hours inspection fees
Type:	Presentation			**Status:**	Consent Agenda
File created:	9/19/2018			**In control:**	City Council Regular
On agenda:	9/27/2018			**Final action:**	
Title:	Presentation, possible action, and discussion on an ordinance amending Chapter 2, "Adminstration," Article V, "Finance," Division 2 "Fees, Rates and Charges," Section 2-120 and Section 2-122 of the Code of Ordinances regarding Fire Department and Planning and Development Services afterhours inspection fees.				
Sponsors:	Eric Dotson				
Indexes:					
Code sections:					
Attachments:	CH 2 Admin Fire and Planning Inspection Ord Amend 4-27-18.pdf				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion on an ordinance amending Chapter 2, "Adminstration," Article V, "Finance," Division 2 "Fees, Rates and Charges," Section 2-120 and Section 2-122 of the Code of Ordinances regarding Fire Department and Planning and Development Services afterhours inspection fees.

Relationship to Strategic Goals: (Select all that apply)

- Good Governance
- Core Services and Infrastructure

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

Summary: This item is related to proposed changes to Chapter 2, "Adminstration", Article V, "Finance", Divison 2 "Fees, Rates and Charges" of the Code of Ordinances by allowing the Fire Department and Planning and Development Services Department to charge a fee of $75 per hour for after hour inspection requests. After hours means anytime other than Monday - Friday 8 a.m. -5 p.m.

Fire Department Services
- Fire Department after hours (after hours anytime other than Monday - Friday 8 a.m. - 5 p.m) inspection - $75.00 per hour, per inspector with a two hour minimum charge.

Planning and Development Services Department
- After hours (after hours means anytime other than Monday - Friday 8 a.m - 5 p.m.) inspection - $75.00 per hour, per inspector with a two hour minimum charge.

Budget & Financial Summary: N/A

Attachments: Ordinance Amendment

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ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2, "ADMINISTRATION," ARTICLE V, "FINANCE," DIVISION 2 "FEES, RATES AND CHARGES" SECTION 2-120 AND SECTION 2-122, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO FIRE DEPARTMENT AND PLANNING AND DEVELOPMENT SERVICES DEPARTMENT FEES, RATES AND CHARGES; 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 2, "Administration," Article V, "Finance," Division 2 "Fees, Rates and Charges" Section 2-120 and Section 2-122** of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A" and Exhibit "B"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance 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) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2018.

ATTEST: **APPROVED:**

_____ **_____**

City Secretary **Mayor**

APPROVED:

_____

City Attorney

EXHIBIT A

That **Chapter 2, "Administration," Article V, "Finance," Division 2 "Fees, Rates and Charges" Section 2-120** of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding the following and renumbering the section:

15. Fire Department additional charge for afterhours inspections per inspector per hour (after hours is anytime other than Monday – Friday 8 AM – 5 PM).

EXHIBIT B

That **Chapter 2, "Administration," Article V, "Finance," Division 2 "Fees, Rates and Charges" Section 2-122** of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding the following and is to read as follows:

10. Additional charge for afterhours inspections per inspector per hour (after hours is anytime other than Monday – Friday 8 AM – 5 PM).

Legislation Details (With Text)

File #:	18-0603	**Version:** 1	**Name:**	Community Development Guideline Updates 2018
Type:	Presentation		**Status:**	Consent Agenda
File created:	9/7/2018		**In control:**	City Council Workshop
On agenda:	9/27/2018		**Final action:**	
Title:	Presentation, possible action, and discussion of proposed changes to the guidelines for the City's housing assistance program funded with grants from the U. S. Department of Housing and Urban Development.			
Sponsors:	Debbie Eller			
Indexes:				
Code sections:				
Attachments:	Attachment 2 Down Payment Assistance Program Guidelines Attachment 3 Minor Home Repair Program Guidelines Attachment 4 Housing Rehabilitation Program Guidelines Attachment 5 Housing Reconstruction Program Guidelines Attachment 6 Rental Rehabilitation Loan Program Guidelines			

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion of proposed changes to the guidelines for the City's housing assistance program funded with grants from the U. S. Department of Housing and Urban Development.

Relationship to Strategic Goals: (Select all that apply)

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

Recommendation(s): Staff recommends approval of Community Development guideline revisions.

Summary: The City receives the Community Development Block Grant and HOME Investment Partnership Program grants on an annual basis from the U. S. Department of Housing and Urban Development. There grant funds are currently used by the City to provide various housing assistance programs to income-eligible households. Proposed updates will make purchasing and maintaining a home in College Station more attainable to low and moderate income households in

addition to bringing the guidelines in to compliance with new regulations.

In addition to minor updates to comply with new regulations, the following changes are proposed to the housing assistance programs:

The following three substantive changes are proposed for the Down Payment Assistance Program:

- Homeowners would be allowed to have a “cash out” refinance of their existing mortgage after a 10 or 15 year affordability period with Director approval. This would allow these homeowners to access equity in their home for reasons like sending a child to college or starting a business.

- There is currently a $20,000 liquid asset cap (liquid assets outside of retirement accounts like savings and checking account balances) as a qualification for the program. This proposed change would allow the Director of Community Services to waive this requirement in order to accomplish Departmental goals.

- Current guidelines require a 6 month waiting period to reapply for the program after being denied. This proposed change would lower that time to 3 months, giving denied applicants who can meet program qualifications in 3 months (such as raising their credit score) that opportunity.

The following four substantive changes are proposed for the Homeowner Rehabilitation and Reconstruction Programs:

- Current guidelines allow for a portion of the loaned assistance amount to be a 0% interest deferred loan for seniors and households below 60% of the Area Median Income only. Non senior households between 60% and 80% of the area median income repay the loan at 3% interest for a specified term. This proposed change would eliminate the monthly repayment feature - requiring all households receiving assistance to have a 0% interest deferred loan, repaid when the house is no longer their primary residence.

- A maximum acreage requirement of 2 acres is proposed, with the Director having the ability to waive to meet Departmental goals.

- The proposed changes include the ability for the Director to increase the assistance amount beyond the maximum amounts allowed for each program (currently $50,000 for rehabilitation and $150,000 for reconstruction) in order to achieve Departmental goals or in extraordinary circumstances.

- The requirement to have an average credit score of 575 is proposed to be removed. Credit reports will be run for consumer education purposes only.

The following substantive change is proposed for the Homeowner Minor Repair Program:

- Currently program beneficiaries must wait 12 months from the time their project in completed to reapply to have another minor/emergency home repair addressed. The proposed change would increase the time to 24 months, with the Director having authority to waive in extraordinary circumstances. This will help he Program to address the most pressing and

urgent needs.

The proposed minor change to Rental Rehabilitation Loan Program Guidelines is a housekeeping item to update departmental information.

Budget & Financial Summary: Funding for current grant funded housing assistance programs was approved with the FY 2018 budget and Annual Action Plan.

Attachments:
Attachment 1: Summary of Proposed Changes to Housing Program Guidelines
Attachment 2: Down Payment Assistance Program Guidelines
Attachment 3: Minor Home Repair Program Guidelines
Attachment 4: Housing Rehabilitation Program Guidelines
Attachment 5: Housing Reconstruction Program Guidelines
Attachment 6: Rental Rehabilitation Loan Program Guidelines

CITY OF COLLEGE STATION
DOWN-PAYMENT ASSISTANCE PROGRAM

PROGRAM GUIDELINES

Unless herein stated otherwise, the general operating procedures contained in 24 CFR Part 92 (Home Investment Partnerships Program) and/or 24 CFR Part 570 (Community Development Block Grant Program) will be followed.

A. STATEMENT OF PURPOSE & PROGRAM OVERVIEW

The City of College Station Down Payment Assistance Program (DAP) is funded through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funds. Additionally, the City may utilize other local, state, or federal resources that become available.

DAP is designed to assist income-eligible homebuyers with the purchase of affordable single family residential properties located within the City of College Station for owner-occupied, homestead use only. DAP financial assistance shall be limited to providing qualified applicants with down payment/principal reduction and/or closing cost assistance under the provisions of 92 CFR § 92.254 qualification as affordable housing: homeownership and 570.201 Basic eligible activities. This may be accomplished in part by developing, with City Council approval, affordable single-family units to be made available to program eligible families.

The basic goals of the Down Payment Assistance Program are:

- To provide homeownership opportunities for low income individuals and families,
- To expand the supply of decent housing available to low-income homebuyers, and
- To provide homeowner training and homebuyer counseling activities to low-income homebuyers.

DAP financial assistance shall be provided using deferred loans which, to the extent proceeds are available from the transaction, are fully repayable upon sale of the property. This assistance is combined with conventional permanent financing offered by private sector lenders (i.e., banks, thrifts, or mortgage corporations). Seller/owner financing is not permitted. The amount of financial assistance that may be provided by the Program will be based on the applicant's demonstrated need or "financial gap." DAP will provide a gap financing loan with a maximum of 30% of the sales price, not to exceed $50,000.00, provided. The Program will maintain adequate records to support

how the amount of Program assistance was calculated. Assistance beyond the HOME maximum per-unit subsidy limit as published by HUD for qualified applicants purchasing eligible properties in the City of College Station will not be provided. The maximum purchase price shall not exceed 95% of the median area purchase price for the same type of residence per 24 CFR 92.254(a)(2)(iii). At his/her sole discretion, the Community Services Department Director may increase the amount of DAP assistance for an applicant purchasing properties developed by the City's Community Services Department or the City's non-profit partners if necessary to accomplish other City or program objectives, or upon significant demonstration of extraordinary circumstances.

DAP assistance will require a lien by the City of College Station. DAP homebuyers must contribute a minimum of 1.5% of the sales price to the purchase of properties. At the discretion of the Community Services Department Director, this requirement may be waived.

Participating lenders must provide escrow services to buyers for insurance and tax payment purposes. The City will not participate in purchases where the mortgage lender's interest rate exceeds the local average mortgage rate by more than one and one-half additional percentage points. Additionally, lender mortgages of less than fifteen (15) years will not be eligible for participation in the DAP Program.

B. HOMEBUYER ELIGIBILITY CRITERIA

Eligible applicants of DAP financial assistance must meet the following qualifications:

1. An applicant must have a gross income of less than eighty (80) percent of the College Station/Bryan area median income as established by HUD. Income will be determined by the provisions of 24 CFR § 92.203 (Income determinations) and 24 CFR § 5.609 (Annual income).

2. Applicants will not be eligible for DAP assistance if, upon application, they have assets exceeding $20,000 on hand. Retirement funds in IRS recognized retirement accounts are excluded. The Director may waive this requirement if necessary to accomplish other City or program objectives, or under extraordinary circumstances.

3. Participants will be required to certify at the time they acquire an ownership interest in the unit that they intend to occupy the unit as their principal residence. Occupancy will be determined through verification of utility consumption, and other verifications determined to be acceptable by the City, on an annual basis.

4. Credit and Employment Standards

a. Qualified applicants will have an average FICO credit score of no less than 600, with no bankruptcies, foreclosures, student loan delinquencies, income tax delinquencies, child support delinquencies or repossessions within the previous two (2) years. The Community Services Department Director may waive this requirement if necessary to accomplish other City or program objectives, or upon significant demonstration of extraordinary circumstances.

b. Applicants must have an employment history in the same job, or in the case of professional, salaried employees (as defined in 29 CFR § 541 meeting any of the requirements in Subparts B, C, D, E, or F), in the same field of employment, for a minimum of six (6) months.

c. Student loans which are currently deferred at the time of application will be included in the debt ratio calculation as if in repayment status.

5. Citizenship: In order to receive DAP assistance, applicants must be United States Citizens, U.S. Non-Citizen Nationals, or Qualified Aliens as defined by Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. Qualified Alien status will be verified by the U.S. Citizenship and Immigration Services Division of the Department of Homeland Security.

C. ELIGIBLE PROPERTY CRITERIA

Property eligible for purchase under DAP is subject to the requirements of 24 CFR § 92.254 (Qualification as affordable housing: homeownership) and as follows:

1. The DAP will be implemented on a city-wide basis within the city limits of the City of College Station.

2. All single-family property, located within the above mentioned boundaries, is eligible. The definition of "single-family" property includes individually owned townhouse units, homeplexes and condominium units, but excludes buildings with multiple dwelling units.

3. Only property that is debt-free and has an otherwise clear title on the date it is acquired by an applicant is eligible.

4. The sales price of the home to be purchased must be affordable within the limits stated by HUD and federal regulations. The purchase price of the home to be purchased may not exceed 95% of the median area purchase price for the same type of residence for the College Station/Bryan area per 24 CFR 92.254(a)(2)(iii).

5. Eligible properties must not be tenant-occupied on the date of the execution of the Earnest Money or Sales Contract, unless the occupant is the buyer.

6. Properties constructed prior to 1978 that exceed the maximum allowable area of chipping, peeling, or cracking paint, as determined by Community Services Department staff, must have passed a lead-based paint risk assessment by a State of Texas-licensed Lead Risk Assessor.

D. LOAN INSTRUMENTS

DAP shall use two (2) basic loan instruments (promissory note and deed of trust) to provide financial assistance to eligible applicants and to comply with the provisions of 24 CFR § 92.254(a)(5)(ii)(A) (Recapture, Net Proceeds). The intention of the DAP loan instrument is to provide supplemental financial assistance when combined with permanent financing.

Affordability shall be determined by ensuring the total PITI (principal, interest, taxes, and insurance) payment (front ratio) is not less than 20% but not more than 35% of the monthly income of the eligible DAP homebuyer. With lender approval, the upper percentage may be slightly exceeded under extenuating circumstances that demonstrate the buyer's ability to handle higher payments. The maximum total debt-to-income ratio (back ratio) is 45% (participating lenders may require a lower percentage). The City of College Station shall not participate in loan packages that have mortgages that are not fully amortizing ("balloon" mortgage) or contain negative amortization. Mortgage interest rates must be fixed for the full loan term. Interest rate buy-downs are not permitted. A maximum of 30% of the program assistance may be used for closing costs except prepaid taxes or mortgage insurance. The remaining 70% must be applied directly to the down payment. Any Mortgage Credit Certificate Tax Credits claimed by the applicant will not be included in the debt ratio calculation.

DAP loan instruments shall require that the property must be maintained to meet all applicable City codes, including community appearance standards and code enforcement ordinances.

Amount:	Gap financing of up to 30% of the sales price of the house not to exceed $50,000.00. Assistance amount is determined by the borrower's demonstrated need or "financial gap."
Repayment Due:	100% of borrowed amount when borrower no longer owner occupies the property (to the extent proceeds available) plus the percentage of equity as determined by the DAP amount divided by the sales price at time of purchase.
Interest Rate:	0%

Lien holder Position:	Second
Closing Costs:	A maximum of 30% of the program assistance may be used for closing costs. The remaining 70% must be applied directly to the down payment.
Refinancing:	Allowed for payment, term, or interest rate reduction. No cash-out refinance allowed during the affordability period.
Owner Occupancy Required:	On the date the homebuyer ceases occupying the property as a principal residence (i.e., rental, gift, death, abandonment), the deferred loan and the shared equity portion will become due and payable to the City (except for deployed military personnel.)

The Shared Equity percentage of appreciation/depreciation due is based on whether there is a gain or loss from a subsequent sale of the subject property. Gain or loss from the borrower's sale shall be calculated as the subsequent sales price minus the eligible costs of sale minus the original cost of acquisition (original purchase price plus closing costs). If there is a loss, then 100% of the loss will be reduced from the original Shared Equity DAP loan amount. If there is a gain, then the Community Services Department will be paid its original loan plus a share of the appreciation, based on the percentage of the Shared Equity DAP loan of the original home sales price.

The City shall have the prior right to purchase the ownership interest in the property from the initial DAP homeowner for the amount specified in a firm contract between the homeowner and the prospective buyer. The City shall have 10 business days after receiving notice of the firm contract to decide whether to exercise its right and 60 additional calendar days to complete closing of the property.

Military Deployment - In the event that the homebuyer is deployed on active duty, if the home is occupied by the homebuyer's dependents, the DAP loan will continue to be deferred.

E. HOUSING QUALITY PLAN

1. Community Services Departmental staff, who are experienced in conducting inspections of housing units for health and safety standards will complete inspections of all proposed units for conditions posing a health or safety threat to occupants prior to approval of the unit for transfer to the homebuyer.

2. All DAP funded properties must meet all requirements under 24 CFR § 92.251(a) (Property standards) prior to closing.

3. Subject properties will be reviewed with regards to environmental issues as required by federal guidelines in 24 CFR § 92.352 (Environmental review). Properties not eligible for federal assistance due to environmental hazards will be ineligible for this program.

F. DAP HOMEBUYER AND HOMEOWNER EDUCATION

The Homebuyer and Homeowner Education Program will provide advice and assistance to potential homebuyers to assist them in meeting the responsibilities of home ownership.

1. An **Intake Interview** will be conducted between City staff and the prospective homebuyer once the application has been completed and reviewed by staff. .

2. The session will cover housing selection, Fair Housing laws, purchase procedures, real estate and mortgage terminology, types of financing and assistance programs, and the rights and responsibilities of homeowners. Program disclosures will be discussed and signed by the prospective homebuyer at this time.

G. APPLICATION PROCESS

Interested applicants will be given application and verification forms and instructions for completion. Staff will be available to assist with completion of required forms.

1. Once an applicant meets all program requirements, to include applying for and receiving approval for permanent mortgage financing, an Electronic Funds Transfer (E.F.T.) or check will be requested for the appropriate program assistance. Program documents will be prepared and forwarded to the appropriate title company. Upon Closing, DAP funds will be made available to the selected title company. The E.F.T. or check will be made out to the title company for the benefit of the applicant/buyer.

2. Previous recipients of Community Services Development housing program assistance (ORP, Rehab, TBRA, etc.) must be approved by the Community Services Department Director prior to receiving DAP assistance. Previous DAP recipients are not eligible for additional DAP assistance, except upon approval of the Community Services Department Director.

3. Applicants falsifying information will be disqualified from participating in the program and may be subject to criminal prosecution.

4. Applicants denied for DAP can reapply no earlier than three (3) months from the date of original application.

5. A non-refundable fee of $25 shall be due upon receipt of the application or pre-application. This fee is meant to primarily cover the cost of the prospective client's credit report.

H. ANTI-DISPLACEMENT POLICY STATEMENT

1. The City shall not engage or participate in any activities that influence the permanent and/or involuntary relocation or displacement of any low-income family due to the DAP pursuant to the provisions of 24 CFR§ 92.353 Displacement, Relocation, and Acquisition.

2. It is not anticipated that it would be necessary to relocate any families. However, the City will follow the relocation procedures as set forth in its adopted Anti-Displacement Policy if the need does arise.

I. EQUAL OPPORTUNITY STATEMENT

The City of College Station is committed to providing equal opportunity for minority- or women-owned businesses to compete and obtain contracts for City sponsored projects, and will comply with the provisions of 24 CFR § 92.350 (Other Federal requirements and nondiscrimination) and 24 CFR § 92.351 (Affirmative marketing; minority outreach program).

J. FAIR HOUSING POLICY STATEMENT

The City of College Station adopted a Fair Housing Ordinance in 1979, which prohibits discrimination in the sale or rental of housing, and discrimination in the provision of brokerage services. The ordinance also outlines the City's procedures regarding complaints, investigation, cumulative legal effect, unlawful intimidation, education and public information and penalty. The City is not under any court order or decree regarding Fair Housing. Relevant policies and codes have been examined and no exclusionary zoning codes were evident. The City of College Station does not have a rental control ordinance. The City of College Station will comply with the provisions of 24 CFR § 92.351 (Affirmative marketing; minority outreach program).

Information regarding the DAP will be made available to the public through the use of a variety of public media, to include: meetings, the City's website and ads in the classified section of the newspapers. Press releases may be given to the local media. Information and applications will be made available to local agencies that deal with low to moderate income people.

Community Services staff will be available to speak to organizations or groups of interested individuals. Other methods of program information outreach may be utilized, including utility bill inserts, direct mailing, television advertising, and applications and program information will also be available on various City-specific media.

In addition, the City of College Station will seek technical assistance from the appropriate HUD staff in order to ensure that all Fair Housing requirements and standards are upheld and ultimately furthered.

CITY OF COLLEGE STATION

MINOR HOME REPAIR PROGRAM

PROGRAM GUIDELINES

Unless herein stated otherwise, the requirements contained in 24 CFR Part 570 (Community Development Block Grant Program) and/or 24 CFR Part 92 (Home Investment Partnership Program) will be followed.

A. STATEMENT OF PURPOSE & PROGRAM OVERVIEW

The City of College Station has established a Minor Home Repair Program (MHRP) funded through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG). Additionally, the City may utilize other appropriate local, state, or federal resources that may become available.

The MHRP is designed to provide the financial assistance necessary to accomplish minor repair of eligible, qualified, owner-occupied dwellings. The City's Community Development staff will assist homeowners in planning, implementing, and managing the process to repair substandard features of their dwellings. In addition, the City seeks to impede the acceleration of slum and blighting influences through this activity, as well as preserve and enhance neighborhood quality and integrity. Depending upon applicant eligibility and costs of the particular project, assistance may be available to applicants under the provisions of 24 CFR § 570.202, Eligible Rehabilitation and Preservation Activities. Eligible project activities will comply with program requirements published in the U.S. Code of Federal Regulations (CFR), as it may be modified over time. The basic goals of this program are:

- To provide emergency and/or necessary repairs to address specific health and safety concerns of homeowners.

- To preserve and enhance the supply of affordable, decent, safe, and sanitary housing available to qualified low-income households.

- To provide applicants information on proactively managing the maintenance of their homes following repair.

Technical and financial assistance is available to low-income, owner-occupant homeowners requiring minor repair to alleviate health/safety issues or address other necessary repairs as determined by program staff and/or other qualified City staff. This program is available on a city-wide basis and is limited to only those properties located within the municipal boundaries of the city. Properties that lie partially within the city limits may be considered on a case-by-case basis.

The MHRP financial assistance shall be managed as follows:

Program staff will assist qualified and approved applicants to make essential repairs to their homes by requiring the applicant to enter into a minor repair assistance agreement with the City. The agreement will allow the use of program funds for the cost of repairs and associated program delivery costs of the project. The agreement must be approved and executed prior to the commencement of any rehabilitation activities.

Because this program is designed to address conditions of immediate need, assistance is provided in the form of a grant of up to $7,500.

B. DESIGNATED AUTHORITY

Administrative authority for implementation of this program will rest with the City Manager's Office or its designee. The Community Development office will serve as the designated office for approval of contractual agreements and budget changes as needed to accomplish project completion, in accordance with Council-approved procedures.

The Director of Community Services (Director) will be responsible for authorizing the amount of assistance to be made available to the project, up to $7,500, in accordance with the implementing procedures. This determination will be based upon the evaluations of the cost to be incurred by providing the housing assistance and upon the demonstrated needs of eligible applicants.

The Director will also be responsible for approval of applicant eligibility for this program and final approval of selection of applicants to be assisted. This will be based upon relative need of applicants for the specific housing assistance sought.

C. PROGRAM IMPLEMENTATION PROCESS

Steps in implementing the program will be as follows:

The Community Development office (CD office) will create and maintain applications for all housing assistance programs. All applicants shall submit a completed application to the CD office and await an evaluation of eligibility by the appropriate staff member(s). For this particular Program, applicants are required to hold majority title interest to an improved property within the corporate limits of College Station, which is their permanent place of residence, prior to submitting an application.

Program staff will evaluate all applications for eligibility and prioritize the processing of applications based upon completeness and accuracy of information/documentation and demonstrated housing need. Program staff will process applications as expeditiously as possible, considering funding limitations and other staff responsibilities as assigned.

Applicants will be notified by phone if they are eligible for participation in the program. If the applicants are not eligible, they will be notified in writing with an explanation of why they do not qualify. Non-qualification issues may include (but are not limited to) income, assets, deed restrictions, title concerns, and/or environmental concerns.

Program staff will meet with the applicant(s) to explain the basic goals and objectives of the program and further assess the needs of the applicant's household that will occupy the dwelling once completed. After the household needs are fully assessed, staff will review the project site to determine any additional repair needs of the home in order to fully realize a decent, safe and sanitary unit.

Applicant(s) will be involved in several meetings with program staff to ensure proper steps are followed in the repair process of their homes.

Repair work shall be done in accordance with the City's prepared scope of work and in accordance with City purchasing policies.

Program staff will obtain all required close-out documents at project completion.

D. APPLICANT ELIGIBILITY CRITERIA

Eligible applicants of this Program must meet the following qualifications:

1. Income: An applicant must have a gross income of 80 percent or less than the College Station/Bryan area median income as reported by HUD. Income will be determined by the provisions of 24 CFR § 92.203 (Income determinations) and 24 CFR § 5.609 (Annual income).

2. Assets: Applicants will not be eligible for this program if, upon application, they have assets exceeding $20,000 on hand. Retirement funds in IRS-recognized retirement accounts are excluded.

3. Principal Residence and Homestead: Applicants will be required to certify that they intend to occupy the repaired dwelling as their principal residence upon project completion.

4. Employment History: Applicants must have an employment history in the same job, or in the case of professional, salaried employees (as defined in 29 CFR § 541 meeting any of the requirements in Subparts B, C, D, E, or F), in the same field of employment, for a minimum of two (2) months.

5. Citizenship: In order to receive program assistance, applicants must be United States Citizens, U.S. Non-Citizen Nationals, or Qualified Aliens as defined by Title IV of the

Personal Responsibility and Work Opportunity Reconciliation Act of 1996. Qualified alien status will be verified by the Citizenship and Immigration Services division of the U.S. Department of Homeland Security.

E. ELIGIBILE PROPERTY CRITERIA

Property eligible for Program assistance is subject to the requirements of 24 CFR § 570.202 and as follows:

1. Location: The Program will be implemented on a city-wide basis within the corporate limits of the City of College Station. Properties that lie partially within the corporate limits will be considered on a case-by-case basis. However, program preference will rest with properties wholly in the City.

2. Property Type: Eligible properties must be improved, single-family residential lots, which are:
   a. The principal residence of the applicant, and
   b. Needing minor repairs but structurally sound, and
   c. Have all utility service connections available to the property.

3. Title: The applicant household must hold majority title to the property. An existing mortgage will not prohibit participation in the program.

4. All eligible properties, following rehabilitation, shall not exceed 95% of the maximum amount insurable under Section 203(b) of the National Housing Act (FHA lending limit) for the College Station/Bryan area.

5. Manufactured Housing: Manufactured housing units are not eligible for program assistance unless:

   a. The property on which the manufactured home sits is owned by the applicant; and

   b. The property is properly zoned; and

   c. The applicant has resided in the home and on that site for not less than two years prior to the application date.

6. Property Taxes: all property taxes must be current. With approval from the Community Services Department Director, properties with tax deferral for tax payers 65 years of age or older under the Texas Tax Code, Section 33.06 will be acceptable.

F. FEASIBILITY OF MINOR REPAIR

Minor home repair projects eligible for this program include:

1. Addressing health/safety issues
   a. Replacement of an air conditioning/heating systems
   b. Replacement of a water heater system
   c. Water/sewer/gas line breaks
   d. Electrical system failures
   e. Ordinance Compliance
   f. Other minor repairs necessary to ensure safe living conditions

2. Exterior home repairs/structural integrity issues
   a. Minor weatherization
   b. Roofing repair or replacement
   c. Minor gutter installation
   d. Walkway repair or replacement
   e. Siding or exterior trim repair

G. SELECTION OF RECIPIENTS FOR ASSISTANCE

1. Recipients for assistance of this program will be taken from the applications of eligible homeowners residing in structures in need of minor repair determined to be structurally sound by program staff.

2. The number of recipients to receive assistance will be subject to general availability of funds.

3. Community Development staff will evaluate all applications all applications of eligible homeowners whose structures are determined to be feasible to rehabilitate. Based upon this evaluation, a recommendation will be made to the Director as to the order of applicants to be assisted. Generally, those in the most imminent danger to personal health or safety will be extended priority under the program.

4. Criteria to be used to make this evaluation will include the following items listed in priority order:

   a. Degree of threat to health and safety of occupants presented by continuance of residing in the structure. This will include evaluations factors such as availability of basic services including water, sewer, electricity, and structural deficiencies of the home.

b. Health and handicapping disabilities of occupants which necessitates the home to undergo handicapped accessible construction because of the owner's existing situation.

c. Time and date that all application requirements are met.

d. Time and date of application.

H. FORMS OF ASSISTANCE AND ALLOWABLE EXPENSES

Minor home repair assistance shall be in the form of a grant, through federal CDBG funds. The allowable budget authority for minor repair assistance shall not exceed Seven Thousand Five Hundred and No/100 Dollars ($7,500) per applicant for eligible project costs. Homeowners are limited to one (1) minor repair project every twenty four (24) months. At his/her sole discretion, the Community Services Department Director may allow subsequent minor repair projects to occur sooner to accomplish other City or program objectives, or upon significant demonstration of extraordinary circumstances.

I. MINOR REPAIR AGREEMENT

Each applicant assisted through this program will sign a Minor Home Repair Agreement with the City which defines the overall terms and conditions of the City providing the MHRP assistance. Other construction documents will be required to be executed by the applicant during the repair assistance process.

J. FINAL INSPECTION

The City of College Station will be responsible for final inspection of all housing units made available through the program to determine that the unit meets all City of College Station and HUD requirements.

CITY OF COLLEGE STATION

HOUSING REHABABILITATION PROGRAM

PROGRAM GUIDELINES

Unless herein stated otherwise, the requirements contained in 24 CFR Part 92 (Home Investment Partnerships Program) and/or 24 CFR Part 570 (Community Development Block Grant Program) will be followed.

A. STATEMENT OF PURPOSE & PROGRAM OVERVIEW

The City of College Station has established a Housing Rehabilitation Program (HRP) funded through the U.S. Department of Housing and Urban Development (HUD) Home Investment Partnerships Program (HOME). Additionally, the City may utilize other appropriate local, state, or federal resources that may become available.

The HRP is designed to combine various financial resources necessary to accomplish rehabilitation of eligible, qualified, owner-occupied dwellings. The City's Community Development staff will assist homeowners in planning, implementing and managing the process to rehabilitate their substandard dwellings. In addition, the City seeks to impede the acceleration of slum and blighting influences through this activity, as well as preserve and enhance neighborhood quality and integrity. Depending upon applicant eligibility and costs of the particular project, assistance may be available to applicants under the provisions of 24 CFR § 92.254 Qualification as affordable housing: Homeownership and 24 CFR § 570.202, Eligible Rehabilitation and Preservation Activities. Eligible project activities will comply with the respective program requirements published in the U.S. Code of Federal Regulations (CFR), as it may be modified over time. The basic goals of this Program are:

- To preserve and enhance the supply of affordable, decent, safe, and sanitary housing available to qualified low-income households.

- To provide support training and educational activities to low-income applicants seeking to rehabilitate their sub-standard homes.

- To provide applicants information regarding loan finance options to accomplish necessary rehabilitation activities required to bring their sub-standard dwelling into a code compliant standard condition.

- To provide applicants information on proactively managing the maintenance of their homes following rehabilitation.

This program is designed to provide technical and financial assistance to low-income, owner-occupant homeowners seeking to rehabilitate their sub-standard residential structures into decent, safe and sanitary dwelling units. This program is available on a city-wide basis and is limited to only those properties located within the municipal boundaries of the city. Properties that lie partially within the city limits may be considered on a case-by-case basis.

The HRP financial assistance shall be managed as follows:

Program staff will assist qualified and approved applicants to rehabilitate their substandard housing by requiring the applicant to enter into a rehabilitation assistance agreement with the City. The agreement will allow the use of program funds for rehabilitation and associated program delivery costs of the project. The agreement must be approved and executed prior to the commencement of any rehabilitation activities. All project costs (excluding staff time and soft costs necessary for program delivery) shall be compiled at project completion into a permanent financing loan, secured by a lien. Repayment of the loan shall be in accordance with the terms and conditions defined in program legal instruments. Applicants will have the option of pre-payment of costs at any time during the project, and prior to permanent financing, if they so desire.

Upon completion of construction activities, applicant shall close on the loan.

All assistance will be in the form of a mixed loan – up to half of the assistance amount in the form of a deferred, 0% interest, forgivable loan amortized using a monthly rate based on the number of months in a ten (10) year lien period. The loan will be forgiven at this rate over the ten (10) year lien period. The remainder will be in the form of a 0% interest deferred loan. One hundred percent repayment of the borrowed amount is due when the borrower no longer owner occupies the property as their principal residence.

The mortgage note and deed restrictions shall be enforced either by the Community Development office, a commercial lending institution or by a not-for-profit entity.

B. DESIGNATED AUTHORITY

Administrative authority for implementation of this Program will rest with the City Manager Office or its designee. The Community Development office will serve as the designated office for approval of contractual agreements and budget changes as needed to accomplish project completion, in accordance with Council-approved procedures.

The Director of Community Services (Director) will be responsible for authorizing the amount of assistance to be made available to the project in accordance with the implementing procedures. This determination will be based upon evaluations of the costs to be incurred by providing the housing assistance and upon the demonstrated needs of eligible applicants.

The Director will also be responsible for approval of applicant eligibility for this program and final approval of selection of applicants to be assisted. This will be based upon relative need of applicants for the specific housing assistance sought.

C. PROGRAM IMPLEMENTATION PROCESS

Steps in implementing the Program will be as follows:

1. The Community Development office (CD office) will create and maintain applications for all housing assistance programs. All applicants shall submit a completed application to the CD office, and await an evaluation of eligibility by the appropriate staff member(s). For this particular Program, applicants are required to hold majority title interest to an improved property within the corporate limits of College Station, which is their permanent place of residence, prior to submitting an application. A $25 non-refundable application fee will be required to process the application under this program.

2. Program staff will evaluate all applications for eligibility and prioritize the processing of applications based upon completeness and accuracy of information/ documentation and demonstrated housing need. Program staff will process applications as expeditiously as possible, considering funding limitations and other staff responsibilities as assigned.

3. Applicant(s) will be notified by phone if they are eligible for participation in the program. If the applicant(s) are not eligible, they will be notified in writing, with an explanation of why they do not qualify. Non-qualification issues may include (but are not limited to) income, assets, deed restrictions, title concerns, environmental concerns and/or household make-up.

4. Once the applicant is deemed eligible, they will be required to sign an agreement with the City before commencing with the rehabilitation process of their property.

5. Program staff will meet with the applicant(s) to explain the basic goals and objectives of the program and further assess the needs of the applicant(s) household that will continue occupying the dwelling as their principal residence once completed. After the household needs are fully assessed, staff will assess the project site to determine

any additional rehabilitation needs of the home in order to fully realize a decent, safe and sanitary unit. Program staff will make every effort, while crafting a plan for the home rehabilitation, to incorporate the City's most current Green Building Standards into the project scope. Any incentives offered from federal, state or local agencies for conformance with Green Build Standards shall be accessed by the program as appropriate and when applicable.

6. Applicant(s) will be involved in several meetings with program staff to ensure proper steps are followed in the rehabilitation process of their homes. The applicant may also be required to accompany program staff to appear before City planning boards and/or commissions to request variances or approval of special circumstantial development needs.

7. Applicant(s) will be responsible for their own relocation arrangements, if needed, during the rehabilitation period. Necessary relocation expenses may be eligible for reimbursement under the City of College Station's Optional Relocation Policy. The City may be able to provide up to $4,500 for qualified eligible expenses.

8. Once the rehabilitation plan has been completed, and any other City required approvals have been accomplished, program staff will place the project out for bid to approved contractors in compliance with the City's procurement and process regulations. Prior to bid, program staff will prepare a construction estimate by which to compare submitted bid amounts. Should submitted bids prove to be more than 10% of the construction estimate, the applicant will have the option to reject all bids and re-bid the project, or select the lowest responsible bidder (if program staff deems the lowest responsible bid reasonable within the project estimate). Applicant (Owner) will then enter into a construction contract with the lowest responsible bidder (Contractor), allowing the City to be the Owner Representative through the construction process, attending to progress payments and change orders in a timely manner on behalf of the Owner.

9. Program staff will obtain all required close-out documents at project completion and the loan closing will be scheduled.

10. Homeowners will be required to comply with all terms and conditions of their program agreement until all of the terms of their loan have been satisfied. Due to the type and source of funding, homeowners provided assistance through this program can expect rigorous enforcement of the terms and conditions of their loans.

D. APPLICANT ELIGIBILITY CRITERIA

Eligible applicants of this Program must meet the following qualifications:

1. Income: An applicant must have a gross income of 80 percent or less than of the College Station/Bryan area median income as reported by HUD. Income will be determined by the provisions of 24 CFR § 92.203 (Income determinations) and 24 CFR § 5.609 (Annual income).

2. Assets: Applicants will not be eligible for this program if, upon application, they have assets exceeding $20,000 on hand. Retirement funds in IRS recognized retirement accounts are excluded. The Director may waive this requirement if necessary to accomplish other City or program objectives, or under extraordinary circumstances.

3. Principal Residence and Homestead: Applicants will be required to certify that they intend to occupy the rehabilitated dwelling as their principal residence upon project completion. Occupancy will be determined through verification of utility consumption, and other verifications determined acceptable and/or necessary by the City, on an annual basis.

4. Citizenship: In order to receive program assistance, applicants must be United States Citizens, U.S. Non-Citizen Nationals, or Qualified Aliens as defined by Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. Qualified alien status will be verified by the Citizenship and Immigration Services division of the U.S. Department of Homeland Security.

E. ELIGIBLE PROPERTY CRITERIA

Property eligible for Program assistance is subject to the requirements of 24 CFR § 92.254 (Qualification as affordable housing: Homeownership) and as follows:

1. Location: The Program will be implemented on a city-wide basis within the corporate limits of the City of College Station. Properties that lie partially within the corporate limits will be considered on a case-by-case basis. However, program preference will rest with properties wholly in the City.

2. Property Type: Eligible properties must be improved, single-family residential lots, which are:

    a. The principal residence of the applicant, and

    b. Substandard but structurally sound, and

c. Have all utility service connections available to the property.

3. Title: The applicant household must hold majority title to the property. An existing mortgage will not prohibit participation in the program.

4. All eligible properties, following rehabilitation, shall not exceed the HOME Program limits prescribed in 24 CFR § 92.254(a)(2)(iii).

5. Property Size: Eligible properties may not exceed two (2) acres in size. The Director may waive this requirement if necessary to accomplish other City or program objectives, or under extraordinary circumstances.

6. Manufactured Housing: Manufactured housing units are not eligible for program assistance.

F. LOAN INSTRUMENTS

1. The HRP shall use loan instruments (real estate lien note, deed of trust, mechanic's lien contract, mechanic's lien note and transfer of lien) adapted to this program in order to provide financial assistance to eligible applicants.

2. Program loan instruments shall require that the property must be maintained to meet all applicable City codes, including code enforcement ordinances, community appearance and development standards.

3. Refinancing of the first mortgage for the purpose of the reduction of monthly payments, term or interest rate is acceptable, however, refinancing which results in any cash being received by the homeowner is not allowed. In order to refinance, the rehabilitation cost must exceed the amount of debt that is refinanced with HOME funds.

4. The City shall have the prior right to purchase the ownership interest in the property from the initial HRP homeowner for the amount specified in a firm contract between the homeowner and a prospective buyer. The City shall have 10 business days after receiving notice of the firm contract to decide whether to exercise its right and 60 additional calendar days to complete closing of the property.

5. **Military Deployment** – In the event that the homeowner is deployed on active duty, if the home is occupied by the homeowner's dependents, the rehabilitation loan will continue to be deferred.

G. FEASIBILITY OF REHABILITATION

1. Feasibility of rehabilitation of property to minimum program standards will be made following a detailed inspection of the property by program staff. This inspection includes completing a list of deficiencies which must be corrected in order to bring the structure into compliance with HUD requirements and all applicable City of College Station codes and expectations.

2. Feasibility of rehabilitating structures under established program limits will be determined by an assessment of the following two criteria:

    a. The estimate of costs needed for all required repairs and renovations must fall within program limits.

    b. For all required renovations, rehabilitation costs shall not exceed 75% of the total estimated post-rehabilitation value for the structure.

3. Units not meeting these standards will be determined infeasible for rehabilitation assistance.

H. SELECTION OF RECIPIENTS FOR ASSISTANCE

1. Recipients for assistance of this program will be taken from the applications of eligible homeowners residing in substandard structures determined to be structurally sound by program staff.

2. The number of recipients to receive assistance will be subject to general availability of funds.

3. Community Development staff will evaluate all applications of eligible homeowners whose structures are determined to be feasible to rehabilitate. Based upon this evaluation, a recommendation will be made to the Director as to the order of applicants to be assisted. Generally, those in the most imminent danger to personal health or safety will be extended priority under the program.

4. Criteria to be used to make this evaluation will include the following items listed in priority order:

    a. Degree of threat to health and safety of occupants presented by continuance of residing in the structure. This will include evaluation of factors such as availability of basic services including water, sewer, electricity, and structural deficiencies of the home.

    b. Health and handicapping disabilities of occupants which necessitates the home to undergo handicapped accessible construction because of the owner's existing situation.

    c. Time and date that all application requirements are met.

    d. Time and date of application.

I. FORMS OF ASSISTANCE AND ALLOWABLE EXPENSES

1. The primary form of general housing rehabilitation assistance will be federal HOME funds to pay for eligible program costs. The allowable budget authority for rehabilitation assistance shall not exceed Fifty Thousand and No/100 Dollars ($50,000.00) per applicant for eligible project costs (excluding program staff costs). The Director may increase this amount if necessary to accomplish other City or program objectives, or under extraordinary circumstances. Any additional costs will be financed by owner proceeds or by an additional loan from a private lender.

2. The City of College Station shall hold first lien position on the loan for the duration of the lien period. However, in extreme and isolated situations where first lien position is not feasible, the City may accept a lower lien position subject to the review and approval of the Director. The lien shall be released upon repayment. The full amount of assistance may be repaid at any time. The repayment half of the loan is due in full when that household no longer resides in the home as their principal residence. The other half of the assistance will be in the form of a deferred, forgivable loan amortized using a monthly rate based on the number of months in a ten (10) year lien period to be placed on all rehabilitated dwellings. The loan will be forgiven at this rate over the ten (10) year lien period. If the house is sold or transferred before the lien period expires, the homeowner gets credit for every month spent in the house. The credit is subtracted from the total loan amount, which is then owed and due to the Community Development office and received and used thereof as program income.

3. Program intent is to maintain owner-occupancy in the rehabilitated dwellings. In the event of a sale, transfer of ownership or renting of the property during the lien period, the following conditions must apply to avoid default:

    a. The owner must sell or offer the assumption of the loan to a low/moderate income household for their homestead and approved by the Director; and

    b. The owner shall give the city a first right of refusal to purchase the ownership interest in the property from the homeowner for the amount specified in a firm contract between the homeowner and a prospective buyer. The city shall have 10 business days after receiving notice of the firm contract to decide whether to exercise its right and 60 calendar days to complete closing of the property.

J. REHABILITATION AGREEMENT

Each applicant assisted through this Program will sign a HOME Rehabilitation Agreement with the City which defines the overall terms and conditions of the City providing the HRP assistance. Other construction documents will be required to be executed by the applicant during the rehabilitation assistance process, but the Rehabilitation Agreement will be solely between the City and the applicant, and will be the primary instrument submitted for City Manager approval, before the project may commence.

K. FINAL INSPECTION - CERTIFICATE OF OCCUPANCY

The City of College Station will be responsible for final inspection of all housing units made available through the program to determine that the unit meets all City of College Station and HUD requirements. Final payment will not be made until the City of College Station has issued a Certificate of Occupancy for the renovated unit and all items identified in a punch list have been corrected. The owner will also be required to sign-off on the final progress payment document to the contractor. The Certificate of Occupancy will serve as evidence to HUD of the City's determination that the renovated structure is no longer substandard, but has become code compliant and a decent, safe, and sanitary dwelling.

CITY OF COLLEGE STATION

HOUSING RECONSTRUCTION

PROGRAM GUIDELINES

Unless herein stated otherwise, the requirements contained in 24 CFR Part 92 (Home Investment Partnerships Program) and 24 CFR Part 570 (Community Development Block Grant Program) will be followed.

A. STATEMENT OF PURPOSE & PROGRAM OVERVIEW

The City of College Station has established a Housing Reconstruction Program (HRP) funded through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME). Additionally, the City may utilize other appropriate local, state, or federal resources that may become available.

The HRP is designed to combine various financial resources necessary to accomplish the reconstruction of eligible, qualified, owner occupied dwellings once deemed ineligible for the Housing Rehabilitation and Minor Home Repair programs. The City's Community Services staff will assist homeowners in planning, implementing and managing the process to demolish and reconstruct their substandard dwelling. In addition, the City seeks to impede the acceleration of slum and blighting influences through this activity, as well as preserve and enhance neighborhood quality and integrity. Depending upon applicant eligibility and costs of the particular project, assistance may be available to applicants under the provisions of 24 CFR § 92.254 Qualification as affordable housing: Homeownership and 24 CFR § 570.202, Eligible Rehabilitation and Preservation Activities. Eligible project activities will comply with the respective program requirements published in the U.S. Code of Federal Regulations (CFR), as it may be modified over time. The basic goals of this Program are:

- To preserve and enhance the supply of affordable, decent, safe, and sanitary housing available to qualified low-income households.

- To provide support, training, and educational activities to low-income applicants seeking to reconstruct their dilapidated homes.

- To provide applicants information regarding loan finance options to accomplish necessary demolition and reconstruction required to build a single family dwelling that meets all applicable codes and ordinances.

- To provide applicants information on proactively managing the maintenance of their homes following reconstruction.

This program is designed to provide technical and financial assistance to low-income, owner-occupant homeowners seeking to demolish and reconstruct their dilapidated residential structures into decent, safe and sanitary dwelling units. This program is available on a city-wide basis and is limited to only those properties located within the municipal boundaries of the city. Properties that lie partially within the city limits may be considered on a case-by-case basis.

The HRP financial assistance shall be managed as follows:

Program staff will assist qualified and approved applicants to demolish and reconstruct their dilapidated housing by requiring the applicant to enter into a reconstruction assistance agreement with the City. The agreement will allow the use of program funds for demolition and reconstruction as well as associated program delivery costs of the project. The agreement must be approved and executed prior to the commencement of any demolition or construction activities. All project costs (excluding staff time and soft costs necessary for program delivery) shall be compiled at project completion into a permanent financing loan, secured by a lien. Repayment of the loan shall be in accordance with the terms and conditions defined in program legal instruments. Applicants will have the option of pre-payment of costs at any time during the project, and prior to permanent financing, if they so desire.

Upon completion of construction activities, applicant shall close on the loan. Assistance will be in the form of a mixed loan – up to half of the assistance amount capped at $60,000 in the form of a deferred, 0% interest, forgivable loan amortized using a monthly rate based on the number of months in a fifteen (15) year lien period. This portion of the loan will be forgiven at this rate over the fifteen (15) year lien period. The remainder will be in the form of a 0% interest deferred loan repayable when the borrower no longer occupies the property as their principal residence.

The mortgage note and deed restrictions shall be serviced and enforced either by the Community Services Department, a commercial lending institution, or by a not-for-profit entity.

B. DESIGNATED AUTHORITY

Administrative authority for implementation of this Program will rest with the Office of City Manager or its designee. The Community Services Department will serve as the designated office for approval of contractual agreements and budget changes as needed to accomplish project completion, in accordance with Council approved procedures.

The Director of Community Services (Director) will be responsible for authorizing the amount of assistance to be made available to the project in accordance with the implementing procedures. This determination will be based upon evaluations of the costs to be incurred by providing the housing assistance and upon the demonstrated needs of eligible applicant(s).

The Director will also be responsible for approval of applicant eligibility for this program and final approval of selection of applicants to be assisted. This will be based upon relative need of applicants for the specific housing assistance sought.

C. PROGRAM IMPLEMENTATION PROCESS

Steps in implementing the Program will be as follows:

1. The Community Development Department will create and maintain applications for all housing assistance programs. All applicants shall submit a completed application to the Community Services Department Office and await an evaluation of eligibility by the appropriate staff member(s). For this particular Program, applicants are required to hold majority title interest to an improved property within the corporate limits of College Station, which is their permanent place of residence, prior to submitting an application. A $25 non-refundable application fee will be required to process the application under this program.

2. When a determination has been made that the structure is not feasible to rehabilitate to minimum standards under the City's Rehabilitation Program, staff will evaluate reconstruction applications for eligibility and prioritize the processing of applications based upon completeness and accuracy of information/documentation and demonstrated housing need. Program staff will process applications as expeditiously as possible, considering funding limitations and other staff responsibilities as assigned.

3. Applicant(s) will be notified by phone and in writing if they are eligible for participation in the program. If the applicant(s) are not eligible, they will be notified in writing, with an explanation of why they do not qualify. Non-qualification issues may include (but are not limited to) income, assets, deed restrictions, title concerns, environmental concerns and/or household make-up.

4. Program staff will meet with the applicant(s) to explain the basic goals and objectives of the Program and further assess the needs of the applicant(s) household that will occupy the dwelling once completed as their principal residence. Community Services staff determine whether or not approval of the

homeowner's replacement housing may be expected to result in the successful and feasible re-housing of the homeowner. The homeowner's request may be denied in cases in which the homeowner's general health or income level would preclude his or her adequate and responsible operation of a replacement dwelling; and/or cases in which the costs of the replacement dwelling would be substantially above the costs of typical cases; and to the extent that the probability of the City reaching its CDBG/HOME program goals would be endangered due to the cost overruns. The homeowner will be notified in writing of the determination and if the request is not approved, the reasons for denial.

5. After the household needs are fully assessed, staff will assess the project site to determine any additional demolition or reconstruction needs of the home in order to fully realize a decent, safe and sanitary unit. Program staff will make every effort, while crafting a plan for the home reconstruction, to incorporate the City's most current Green Building Standards into the project scope. Any incentives offered from federal, state or local agencies for conformance with Green Build Standards shall be accessed by the program as appropriate and when applicable.

6. Applicant(s) will be involved in several meetings with program staff to ensure proper steps are followed in the reconstruction process of their homes. The applicant may also be required to accompany program staff to appear before City planning boards and/or commissions to request variances or approval of special circumstantial development needs.

7. Applicant(s) will be responsible for their own relocation arrangements during the demolition and reconstruction period. Necessary relocation expenses may be eligible for reimbursement under the City of College Station's Optional Relocation Policy. The City may be able to provide up to $4,500 for qualified eligible expenses.

8. Once the reconstruction plan has been completed, and any other City required approvals have been accomplished, program staff will place the project out for bid to approved contractors in compliance with the City's procurement and process regulations. Prior to bid, program staff will prepare a construction estimate by which to compare submitted bid amounts. Should submitted bids prove to be more than 10% of the construction estimate, the applicant will have the option to reject all bids and re-bid the project, or select the lowest responsible bidder (if program staff deems the lowest responsible bid reasonable within the project estimate). Applicant (Owner) will then enter into a construction contract with the lowest responsible bidder (Contractor), allowing the City to be the Owner Representative through the construction process, attending to progress payments and change orders in a timely manner on behalf of the Owner.

9. Program staff will obtain all required close-out documents at project completion and the loan closing will be scheduled.

10. Homeowners will be required to comply with all terms and conditions of their program agreement until all of the terms of their loan have been satisfied. Due to the type and source of funding, homeowners provided assistance through this program can expect rigorous enforcement of the terms and conditions of their loans.

D. APPLICANT ELIGIBILITY CRITERIA

Eligible applicants of this Program must meet the following qualifications:

1. Applicant(s) must have applied for rehabilitation assistance under the City's Housing Rehabilitation Program. Applicant must have been rejected for rehabilitation assistance on the grounds that the applicant's occupied dwelling was not feasible to rehabilitate.

2. Applicant(s) must be an owner-occupant of the dwelling for which assistance is requested and reside within the City of College Station. The dwelling must be the applicant's principal residence for a minimum of two (2) years prior to the submission of a completed application for assistance.

3. Ownership: Applicant(s) must present proof of ownership by General or Special Warranty Deed. City staff will verify proof of ownership with title searches as necessary on the property where the dilapidated structure exists and/or the site where the replacement housing will be built. In situations where the applicant does not have clear title, applicant will be required to clear title. When meeting this guideline requirement is not feasible, applicant must present proof of ownership (General or Special Warranty Deed) showing fee simple title of 50% or more ownership in the applicant's name. (All other title holders will be requested to relinquish their title rights to the applicant. If 100% title is not gained in this manner, then all other title holders will be requested to sign applicable project and lien documents to show their consent to the project.) Applicants with less than 100% fee simple title must have a continuing right to occupy the premises. Applicant must provide documentation for all existing liens. All current lienholders will be requested to subordinate their lien position to the City. Upon review and determination by the Community Services Department Director, the City may accept a lesser lien position if it is determined that the City's low-income affordable housing goals are being accomplished by the completion of the project.

4. Principal Residence and Homestead: Applicant(s) will be required to certify that they intend to occupy the new reconstructed dwelling as their principal residence upon project completion. Occupancy will be determined through verification of

utility consumption, and other verifications determined acceptable and/or necessary by the City, on an annual basis.

5. Income: An applicant must have a gross income of 80 percent or less than of the College Station/Bryan area median income as reported by HUD. Income will be determined by the provisions of 24 CFR § 92.203 (Income determinations) and 24 CFR § 5.609 (Annual income).

6. Assets: Applicants will not be eligible for this Program if, upon application, they have assets exceeding $20,000 on hand. Retirement funds in IRS recognized retirement accounts and home equity are excluded. The Director may waive this requirement if necessary to accomplish other City or program objectives, or under extraordinary circumstances.

7. Citizenship: In order to receive Program assistance, applicants must be United States Citizens, U.S. Non-Citizen Nationals, or Qualified Aliens as defined by Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. Qualified alien status will be verified by the Citizenship and Immigration Services division of the U.S. Department of Homeland Security.

8. Applicant must establish that all property taxes are paid on the property to be vacated (and/or proposed construction site) and that all other liens are satisfied or released. Applicants owing delinquent property taxes will only be considered for assistance if they are enrolled in a county approved tax payment plan. At a minimum, the applicant must have six consecutive months of timely payments on a payment plan structured to bring taxes current within a two year period. After project completion, owners are required to certify on an annual basis that taxes have been paid and hazard insurance policies are current and in effect.

9. Applicants shall provide complete and accurate information regarding their household composition, household income, and housing situation. Failure to disclose information which may affect eligibility requirements shall also constitute fraud. Applicants shall be required to make full restitution to the City in the event applicants provide inaccurate or incomplete information in order to meet eligibility requirements for the Community Services Department housing programs. Requests for further assistance will be denied unless restitution is made in full.

10. Applicants will agree to conform to College Station Code Enforcement requests prior to being determined eligible for replacement housing assistance. Applicants agree to maintain dwelling and exterior grounds in accordance with applicable city ordinances.

G. FEASIBILITY OF RECONSTRUCTION

1. Feasibility of demolition and reconstruction of property to minimum program standards will be made following a detailed inspection of the property by program staff.

2. Feasibility of reconstruction structures under established program limits will be determined by an assessment of the following two criteria:

    a. For all required repairs and renovations, rehabilitation costs shall exceed 75% of the total estimated post- rehabilitation value of the structure.

    b. The estimate of costs needed for all required demolition and reconstruction must fall within program limits.

    Units not meeting these standards will be determined infeasible for reconstruction assistance and, therefore, considered only for the Housing Rehabilitation and Minor Home Repair programs.

H. SELECTION OF RECIPIENTS FOR ASSISTANCE

1. Recipients for assistance of HRP will be taken from the Rehabilitation Program applications of eligible homeowners residing in substandard or dilapidated structures determined to be infeasible to rehabilitate.

2. The number of recipients to receive assistance will be subject to general availability of funds.

3. Community Services Department staff will evaluate all applications of eligible homeowners whose structures are determined to be infeasible to rehabilitate. Based upon this evaluation, a recommendation will be made to the Director as to the order of applicants to be assisted. Generally, those in the most imminent danger to personal health or safety will be extended priority under the program.

4. Criteria to be used to make this evaluation will include the following items listed in priority order:

    a. Degree of threat to health and safety of occupants presented by continuance of residing in the structure. This will include evaluation of factors such as availability of basic services including water, sewer, electricity, and structural deficiencies of the home.

b. Health and handicapping disabilities of occupants which necessitates the home to be handicapped accessible.

c. Time and date that all application requirements are met.

d. Time and date of application.

E. ELIGIBLE PROPERTY CRITERIA

Property eligible for Program assistance is subject to the requirements of 24 CFR § 92.254 (Qualification as affordable housing: Homeownership) and as follows:

1. Location: The Program will be implemented on a city-wide basis within the corporate limits of the City of College Station. Properties that lie partially within the corporate limits will be considered on a case-by-case basis. However, program preference will rest with properties wholly in the City.

2. Property Type: Eligible properties must be improved, single-family residential lots, which are:
   a. The principle residence of the applicant, and
   b. Have a structure that has been determined infeasible to rehabilitate by staff, and
   c. Have all utility service connections available to the property.

3. Title: The applicant household must hold majority title to the property. An existing mortgage will not prohibit participation in the program.

4. All eligible properties, following reconstruction, shall not exceed the HOME Program limits prescribed in 24 CFR § 92.254(a)(2)(iii).

5. Property Size: Eligible properties must not exceed two (2) acres in size. The Director may waive this requirement if necessary to accomplish other City or program objectives, or under extraordinary circumstances.

6. Manufactured Housing: Manufactured housing units are not eligible for program assistance unless:
   a. the property on which the manufactured home sits is owned by the applicant; and
   b. the property is properly zoned for single family housing; and
   c. the applicant has resided in the home and on that site for not less than two years prior to the application date.

F. LOAN INSTRUMENTS

The HRP shall use loan instruments (real estate lien note, deed of trust, mechanic's lien contract, mechanic's lien note and transfer of lien) adapted to this program in order to provide financial assistance to eligible applicants.

Assistance will be in the form of a mixed loan – up to half of the assistance amount capped at $60,000 in the form of a deferred, 0% interest, forgivable loan amortized using a monthly rate based on the number of months in a fifteen (15) year lien period. This portion of the loan will be forgiven at this rate over the fifteen (15) year lien period. The remainder will be in the form of a 0% interest deferred loan, repayable when the borrower no longer occupies the property as their principal residence.

Program loan instruments shall require that the property must be maintained to meet all applicable City codes, including code enforcement ordinances, community appearance and development standards.

Loan

Amount: $150,000 maximum (construction and demolition costs) The Director may increase this amount if necessary to accomplish other City or program objectives, or under extraordinary circumstances;

Interest: 0% interest deferred repayment portion and 0% interest forgivable portion capped at $60,000

Forgivable Loan Repayment: Amortized using a monthly rate based on the number of months in a fifteen (15) year lien period. This portion of the loan will be forgiven at this rate over the fifteen (15) year lien period. Un-forgiven portion will be due in full when borrower no longer owner-occupies the structure;

Repayable Loan Repayment:

Deferred until borrower no longer occupies the property as their principal residence, at which time the repayment portion of the loan is due in full.

Lien holder Position: First;

Owner Occupancy Required: On the date the homeowner ceases occupying the property as their principal residence (i.e., rental, gift, death, abandonment), the deferred and repayable loans will become due and payable to the City except for deployed military personnel.

Refinancing of the first mortgage for the purpose of the reduction of monthly payments, term or interest rate is acceptable, however, refinancing which results in any cash being received by the homeowner is not allowed. In order to refinance, the rehabilitation cost must exceed the amount of debt that is refinanced with HOME funds.

The City shall have the prior right to purchase the ownership interest in the property from the initial HRP homeowner for the amount specified in a firm contract between the homeowner and a prospective buyer. The City shall have 10 business days after receiving notice of the firm contract to decide whether to exercise its right and 60 additional calendar days to complete closing of the property.

Military Deployment - In the event that the homeowner is deployed on active duty, if the home is occupied by the homeowner's dependents, the rehabilitation loan will continue to be deferred.

I. FORMS OF ASSISTANCE AND ALLOWABLE EXPENSES

1. The primary form of general housing reconstruction assistance will be federal CDBG and/or HOME funds to pay for eligible program costs. The allowable budget authority for reconstruction assistance shall not exceed One Hundred Fifty Thousand and No/100 Dollars ($150,000.00) per applicant for eligible project costs (excluding program staff costs). The Director may increase this amount if necessary to accomplish other City or program objectives, or under extraordinary circumstances. Since each reconstruction project is unique in preparation, size and duration, additional costs may be required to carry a project from commencement to completion. These additional costs will be financed by owner proceeds or by an additional loan from a private lender. Under no circumstances will the owner be able to finance more debt than is allowed under Program debt to income ratios.

2. The City of College Station shall hold first lien position on the loan for the duration of the lien period. However, in extreme and isolated situations where first lien position is not feasible, the City may accept a lower lien position subject to the review and approval of the Director. The lien shall be released upon repayment. The full amount of assistance may be repaid at any time; however, the assistance

must be repaid in full when the homeowner no longer occupies the property as their primary residence.

3. Program intent is to maintain owner-occupancy in the reconstructed dwellings. In the event of a sale, transfer of ownership or the property ceases to be owner occupied during the lien period, the following conditions must apply to avoid default:

    a. The owner must sell or offer the assumption of the loan to a low/moderate income household for their homestead and approved by the Director; and

    b. The owner shall give the city a first right of refusal to purchase the ownership interest in the property from the homeowner for the amount specified in a firm contract between the homeowner and a prospective buyer. The city shall have 10 business days after receiving notice of the firm contract to decide whether to exercise its right and 60 calendar days to complete closing of the property.

4. If within the lien period the homeowner defaults on the loan, the loan will be called due in full and foreclosure proceedings may be initiated. The City will make every effort to work with the homeowner to avoid foreclosure and will examine each situation on a case by case basis.

5. Allowable expenses will include:

    a. Replacement housing to be used for one of the following re-housing options:
        i. An adequate, decent, safe, and sanitary REPLACEMENT DWELLING constructed on the ORIGINAL SITE (LOT) of the dwelling vacated by the homeowner,
        ii. An adequate, decent, safe, and sanitary REPLACEMENT DWELLING constructed on an ALTERNATE SITE in the City of College Station provided by the homeowner,
        iii. An adequate, decent, safe, and sanitary REPLACEMENT DWELLING constructed on a SITE ACQUIRED where subject property is not appropriate for redevelopment and with the agreement that the homeowner will trade lots with the City, if available, or
        iv. An adequate, decent, safe, and sanitary REPLACEMENT DWELLING FOR SALE in the City of College Station that meets the City's Structural Standards Code (all Down Payment Assistance Program standards will apply to the home inspection).

    b. Cost of lot clearance, demolition, and clearance of the dilapidated structure, and preparation of job site for new replacement dwelling.
    c. Cost of utility and appliance transfers and hookups as necessary.

d. Closing and settlement costs related to purchase of replacement dwelling.
e. Other expenses determined by the City to be necessary to facilitate the relocation of the homeowner.

6. Community Services Department staff will also provide assistance and education to applicants as needed, including the following:

    a. Information on the program and re-housing options available.
    b. Assistance in acquisition or soliciting bids for construction of replacement housing.
    c. Assistance in contractual compliance between homeowner and contractor.
    d. Assistance in inspection of construction of replacement dwelling, if applicable.
    e. Assistance to applicant in evaluation of future housing cost burdens.

J. RECONSTRUCTION AGREEMENT

Each applicant assisted through this Program will sign a HOME Reconstruction or Re-Housing Agreement with the City which defines the overall terms and conditions of the City providing the HRP assistance. Other construction documents will be required to be executed by the applicant during the reconstruction assistance process, but the HOME Reconstruction Agreement will be solely between the City and the applicant, and will be the primary instrument submitted for City Manager approval, before the project may commence.

K. FINAL INSPECTION - CERTIFICATE OF OCCUPANCY

The City of College Station will be responsible for final inspection of all housing units made available through the program to determine that the unit meets all City of College Station and HUD requirements. Final payment will not be made until the City of College Station has issued a Certificate of Occupancy for the reconstructed unit and all items identified in a punch list have been corrected. The owner will also be required to sign-off on the final progress payment document to the contractor. The Certificate of Occupancy will serve as evidence to HUD of the City's determination that the reconstructed structure is no longer substandard, but has become code compliant and a decent, safe, and sanitary dwelling.

CITY OF COLLEGE STATION

RENTAL REHABILITATION LOAN PROGRAM

PROGRAM GUIDELINES

Unless herein stated otherwise, the requirements contained in 24 CFR Part 92 (Home Investment Partnerships Program) and 24 CFR Part 570 (Community Development Block Grant Program) will be followed.

I. STATEMENT OF PURPOSE & PROGRAM OVERVIEW

The City of College Station has established a Rental Rehabilitation Loan Program (RRLP) funded through the U. S. Department of Housing and Urban Development (HUD) with HOME Investment Partnership Program (HOME) and/or Community Development Block Grant (CDBG) funds. The City may also utilize local, state, or federal resources that may become available.

The RRLP is designed to combine various financial resources necessary to encourage property owners (Owner) to rehabilitate existing rental property in order to increase the supply of decent, affordable housing for lower income families and to preserve existing rental housing stock. The City will provide loans of up to 90% of the amount necessary for improvements that meet the parameters identified in these guidelines. The basic goals of this Program are:

- To preserve, enhance, and increase the supply of affordable, decent, safe, and sanitary housing available to qualified low- and moderate-income and special needs renter households.

- Maintain the affordability for low- and moderate-income households by reducing energy consumption and costs.

This program is designed to provide technical and financial assistance to owners of qualified rental units who are seeking to rehabilitate structures into decent, safe, sanitary and affordable dwelling units. This program is available on a city-wide basis and is limited to only those properties located within the municipal boundaries of the city. Properties that lie partially within the city limits may be considered on a case-by-case basis.

Assisted units are required to provide affordable rents for the set affordability period. The Community Services Department will administer this program for the City of College Station.

II. DESIGNATED AUTHORITY

Administrative authority for implementation of this Program will rest with the Office of City Manager or its designee. The Community Services Department will serve as the designated office for approval of

contractual agreements and budget changes as needed to accomplish project completion, in accordance with Council approved procedures.

The Director of Community Services (Director) will be responsible for authorizing the amount of loan assistance to be made available to the project in accordance with the implementing procedures. This determination will be based upon evaluations of the application, cost to be incurred by providing assistance, and community benefit of project(s) proposed.

The Director will also be responsible for approval of applicant eligibility for this program and final approval of projects to be assisted. This will be based upon the feasibility of proposed project.

III. PROGRAM IMPLEMENTATION

Steps in implementing the Program will be as follows:

Community Services will create and maintain applications for the RRLP. Applications may be submitted in response to a Request for Proposal or at any time during the program year. Proposals will be reviewed and funded based on the availability of funds and dependent upon the eligibility, feasibility, and benefit to the community.

Community Services staff will evaluate all applications for eligibility and prioritize the processing of applications based on parameters defined in Sections VII. Applications will be processed as expeditiously as possible. Owners will be notified of their application's status. The Owner will be required to sign a program agreement with the City committing to the rehabilitation, loan terms, affordability requirements, and other federal requirements.

Owner and Community Services staff will work together to develop a scope of work based on the information submitted in the application. The scope of work will be developed in a way to minimize the permanent displacement of tenants who occupy the structure prior to rehabilitation. Community Services staff will ensure that the scope of work includes all requirements to meet specific codes and federal regulations. Owner will be required to accompany Community Services staff to appear before City Council as needed to request approval.

Community Services staff will monitor all federal program requirements, obtain all required close-out documents at project completion, and service the loan upon closing for the duration of the loan.

Owner will be required to comply with all terms and conditions of their program agreement until all of the terms of their loan have been satisfied. Community Services staff will monitor the project for the affordability period to determine compliance with low income rental requirements. Due to the type and source of funding, Owners receiving a loan through this program can expect rigorous enforcement of the terms and conditions of their loan.

IV ELIGIBILITY REQUIREMENTS

A. The Owner must:

1. Be the owner of the property proposed for rehabilitation. Any legally acceptable form of ownership (e.g. partnership, corporation, individual) is eligible, provided that the applicant has control of the property and the authority to enter into legally binding financial commitments.

2. Exhibit the ability to pay all monthly expenses on the property, repay the loan(s) associated with the proposed project, and maintain the property in its post-assistance condition for the duration of the affordability period.

3. Enter into a Rehabilitation Agreement with the City either individually, or in the case of a corporation, by an authorized representative/principal(s) on behalf of the corporation, with an express warranty that the representative/principal(s) has been authorized to execute the Rehabilitation Agreement on behalf of the corporation

4. Be in good standing with the City of College Station with any previously awarded federal funds. This means that the applicant organization should be within 30 days current on any loan payments due, be within 30 days current on all required program and financial reporting, and not have any outstanding or unresolved monitoring findings from previous contracts or agreements.

5. Must be current on all property taxes and utility payments that are due and payable on the proposed property.

6. Contribute a minimum of 10% of the total project cost from sources other than City funds.

7. Owner must demonstrate that they have equity in the property at least equal to twenty percent (20%) of the market value of the property.

B. Eligible Property Types

1. Home rental projects may be one or more buildings on a single site, or multiple sites that are under common ownership, management and financing.

    a. The project must be assisted with HOME funds as a single undertaking.

    b. The project includes all activities associated with the site or building.

2. Must be appraised by an appraiser selected and/or approved by the City, and the appraisal must show a value sufficient after rehabilitation to satisfactorily support at least 100% of the project's debt which will exist after rehabilitation/construction.

3. The overall debt to after rehabilitation value shall not exceed one hundred percent (100%).

4. Must be insured in an amount sufficient to fully protect the public investment with the insurance policy naming the City as "loss payee".

5. A building inspection is required by a licensed architect, engineer, and/or the City upon submission of an application. Results of the inspection must be consistent with information provided in the application. Existing buildings may be considered eligible for rehabilitation assistance if there are at least (2) major conditions that do not comply with either the International Building Codes adopted by the City of College Station, or federal Section 8 Housing Quality Standards. This may include the following:

    a. Structural – Noncompliance with Building Code and Section 8 Housing Quality Standards such as fire egress requirements, over-spanned roof/ceiling joists, tenant separation fire walls and other code items that are necessary to bring the property up to current standards or that threaten the health and safety of residents

    b. Plumbing – Sewer drain lines, plumbing fixture venting and rough-ins, washer connections, water lines, gas lines, outdated water heaters and plumbing fixtures

    c. Mechanical – Heating/Cooling systems, ductwork, direct-air venting

    d. Electrical – Non-grounded systems, obsolete electrical panels, AFCI and GFCI receptacles, exterior waterproof receptacles, minimum required receptacles, exterior lighting, smoke and carbon monoxide detectors

    e. Energy – Insulation values, door and window energy ratings, appliances

    f. Accessibility – Accessible parking and routes, visitability, ramps, grab bars, sensory (deaf or blinded) equipment (HUD requirement), bathroom and kitchen modifications

6. Must have an assessment and possible abatement of lead-based paint if required. A HUD environmental review will be performed by the City.

7. Upon project completion, each of the following major systems must have a remaining useful life for a minimum of 15 years or the major systems must be rehabilitated or replaced as part of the rehabilitation work: structural support; roofing; cladding and weatherproofing (e.g., windows, doors, siding, gutters); plumbing; electrical; and heating, ventilation, and air conditioning.

8. Rental properties must be residential units.

C. Ineligible Property Types

1. Properties previously financed with HOME during the affordability period cannot receive additional HOME assistance unless assistance is provided during the first year after project completion.

2. HOME funds may not be used for development, operations or modernization of public housing finances under the 1937 Act (Public Housing Capital and Operating funds).

3. Projects assisted under 24 CFR Part 248 (Prepayment of Low-Income Housing Mortgages) may not receive HOME funds, unless assistance is provided to "priority purchasers" of such housing.

    a. A priority purchaser is a resident council organized to acquire a project in accordance with a resident homeownership program, or any nonprofit organization or state or local agency that agrees to maintain low-income affordability restrictions for the remaining useful life of the project. Organizations or agencies affiliated with a for-profit entity for the purposes of purchasing a property do not qualify as priority purchases.

D. Eligible Tenants

a. Owner may not refuse to lease HOME-assisted units to a certificate or voucher holder under the Section 8 Program, or to a holder of a comparable document evidencing participate in a HOME tenant-based rental assistance (TBRA) program, because of the status of the prospective tenant as a holder of such certificate, voucher or comparable HOME TBRA document.

b. Owner will utilize the Section 8 Program Part 5 definition of annual (gross) income.

c. Before the tenant occupies a unit, tenant eligibility must be documented as prescribed by the City with source documents, such as wage statements, interest statements, and unemployment compensation statements.

d. Owner must recertify tenant income on an annual basis.

E. Leases

a. The lease between the Owner and Tenant must be for at least one year.

b. The lease between the Owner and Tenant can not contain any of the following provisions:
    1. Agreement to be sued: Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.

    2. Treatment of property: Agreement by the tenant that the owner may seize or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This provision does not apply to disposition of personal property left by a tenant who has vacated a property.

    3. Excusing Owner from responsibility: Agreement by the tenant not to hold the Owner or the Owner's agent legally responsible for any action or failure to act, whether intentional or negligent.

    4. Waiver of notice: Agreement of the tenant that the Owner may institute a lawsuit without notice to the tenant.

5. Waiver of legal proceeding: Agreement of the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding win which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

6. Waiver of right to appeal court decision: Agreement by the tenant to waive the tenant's right to appeal or to otherwise challenge in a court a court decision in connection with the lease.

7. Tenant chargeable with cost of legal actions regardless of outcome: Agreement by the tenant to pay attorney's fees or other legal cost, even if the tenant wins in court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

c. Owners may terminate tenancy or refuse to renew a lease only upon 30-days' written notice, and only for serious or repeated violation of the terms and conditions of the lease; violation of applicable federal, state or local law; completion of the tenancy period for transitional housing or for other good cause.

d. Owner of HOME-assisted rental housing must adopt written tenant selection policies and criteria that:

1. Are consistent with the purpose of providing housing for very-low and low-income households;

2. Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;

3. Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and

4. Give prompt written notification to any rejected applicant of the grounds for any rejection.

V. FORMS OF ASSISTANCE AND ALLOWABLE EXPENSES

1. RRLP assistance shall be in the form of a 0% interest loan with quarterly payments for a specified term. The quarterly payment amount will be determined by the amount of the loan divided by the number of years of the loan divided by four.

   25% of the total loan amount may become forgivable at the end of the specified term for proposals that address the first three priorities in Section VII: 1. Bring property up to City Code & HQS Standards (up to 10% forgiven), 2. System upgrades (up to 10% forgiven) and 3. Energy conservation upgrades (up to 5% forgiven). The quarterly payment amount will be adjusted to reflect this forgivable portion.

2. The maximum assistance amount will be based on Section 221(d) (3) program limits for the metro area and will be subject to funding availability. The minimum loan will be $5,000 per unit. The Owner must comply with the terms of the note and deed of trust executed at loan closing.

   If the Owner violates terms of the note and Deed of Trust, the remaining principal of the loan, any amounts that would have been forgiven, plus a penalty equaling the amount of interest that would have been amortized at a 5% interest rate over the specified term will be due immediately.

3. HOME funds may be used to refinance existing debt if the HOME funds are used to rehabilitate the property and the refinancing is necessary to permit or continue affordability. Refinancing cannot be the primary purpose of the HOME Investment. HOME funds cannot be used to refinance Federal debt.

4. Program intent is to maintain affordable, decent, safe and sanitary rental units for low-income households. In the event of a sale or transfer of ownership, the following conditions must apply to avoid default:

   a. The Owner must sell repay the full amount of assistance including the penalty described in Section III (2) while still maintaining the affordability period; or

   b. Following approval from the Director, Owner may offer the assumption of the loan and requirements to the buyer.

5. Eligible project costs include construction costs, architectural and engineering fees; financing costs such as private lender origination fees, credit reports, fees for title evidence, recording costs, building permits, attorneys fees, private appraisal fees and fees for an independent cost estimate, builders' or developers' fees; affirmative and fair housing marketing costs; management costs; environmental review costs, relocation costs, and any other reasonable costs.

VI. LONG TERM AFFORDABILITY & RESTRICTIONS

1. Affordability Period:

   HOME-assisted rental units carry rent and occupancy restrictions for varying lengths of time, depending upon the average amount of HOME funds invested per unit. The minimum affordability period is as follows:

   <$15,000 per unit = 5 years
   $15,000 to $40,000 per unit = 10 years
   $40,000 per unit = 15 years

2. Initial "HOME rents":

   Every HOME-assisted unit is subject to rent limits designed to help make rents affordable to low income households. These maximum rents are referred to as "HOME Rents". HUD will annually

publish Fair Market Rents (FMR) for this area. Community Services staff must establish monthly rents and allowances for utilities for HOME-assisted rental projects based on FMR's. See Attachment 1.

3. Restrictions:

   a. If five or more units are included in the project, at least 20 percent must be designated low HOME rent units that are rented to tenant households having a gross annual income of 50% AMI or less.

   b. If units are occupied at time of project initiation by tenants who are not low-income, upon the unit becoming vacant, the Owner shall lease that vacated unit to an eligible low-income household.

   c. No conversion to condominiums or any type of cooperative ownership for the duration of the loan.

   d. Owner must comply with the City's Fair Housing Ordinances and the U.S. Department of Housing and Urban Development Fair Housing Standards.

   e. The project must be maintained in standard condition for the duration of the lien as defined by HUD's Housing Quality Standards (HQS) and City ordinances.

   f. Owner must comply with the City's Anti-Displacement Policy (Attachment 2).

   g. Owner must affirmatively market vacant units to low-income households for the affordability period and adhere to the City's Affirmative Marketing Policy (Attachment 3).

   h. Owner will provide, in a timely manner, information necessary to determine compliance with the RRLP during the term.

   i. Owner must comply with federal employment and contracting rules (Equal Opportunity Employment, Section 3, Minority/Women Employment, Davis-Bacon, Conflict of Interest, and Debarred Contractors).

   j. Construction plans for projects must be sealed by an architect or engineer if the number of stories, dwelling units, use classification, or total square footage exceeds the minimum thresholds set forth in the City Building Code, the Texas Engineering Practice Act, or by the Texas Board of Architectural Examiners. The architect/engineer must be available for consultations, meetings, and site inspections for the duration of the project. Plans for projects not exceeding these minimum thresholds do not require the seal of an architect or engineer. However, the person who designs a project not requiring a seal must be available for consultation, meetings, and site inspections, and be responsible for monitoring the project and approving progress payments through completion.

VII. SELECTION CRITERIA AND PRIORITY

Applications for RRLP funding will be reviewed and evaluated using the following criteria:

a. Type of improvements: Projects incorporating improvements beyond City codes and HUD's Housing Quality Standards (HQS) are encouraged to the extent allowed by regulation.

b. Financial Feasibility: Procedures will include an evaluation of the Owner's financial capacity.

c. Overall benefits to low-income tenants.

Applications will be given priority based on the following proposed improvements:

1. Bring property up to City Code & HQS Standards
2. System upgrades
3. Energy conservation
4. Exterior repairs
5. Upgrade marketability

VIII. RELOCATION

The owner of any property rehabilitated under the Rental Housing Program will be expected to cooperate with the City to provide financial and advisory services, as described in the City's Anti Displacement Strategy, to all tenants who are permanently or temporarily displaced as a result of the project.

IX. ELIGIBLE AREAS

The RRLP will be available on a citywide basis in an effort to increase the availability of standard units made financially available. This activity is in compliance with the City's Consolidated Plan and Annual Action Plan priorities to provide low-income housing on a citywide basis.

X. FILES AND RECORDS

The Community Services Department shall maintain accurate files and records on each project and all documentation pertinent to the applicant shall be included. Such files shall be open for inspection as to qualifications, bid procedures, inspections of work, and payments of federal share of the project.

The Owner will be required to maintain accurate files and records on each unit rehabilitated under the RRLP. Such files shall be open for inspection by local, state, and federal authorities to verify compliance with all

program requirements. Additionally, the Owner will be required to file annual reports to the City for the entire term of the note.

Within 90 days of the date of issuance of a Certificate of Occupancy for the project, the owner must furnish to the City data on the income characteristics of tenants occupying the structure initially after rehabilitation/construction.

XI. BIDDING PROCEDURES AND CONTRACTOR SELECTION

Contractors and sub-contractors must be selected in accordance with applicable federal and state laws. The owner is responsible for securing all appropriate building permits and ensuring the final inspections of all permits are performed and approved by the City. Upon completion the City, and if appropriate, the lender will make a final inspection before the construction work will be approved and accepted. The owner is solely responsible for the terms of the contract between the owner and the contractor.

A. Selection of a General Contractor

If the total loan amount is $49,999 or less, the owner will be responsible for obtaining and documenting a minimum of three written bids from qualified sources. Copies of the quotations must be submitted to the Community Services Department prior to the owner's award of the contract.

If the total loan amount will or could exceed $50,000, the owner will be responsible for obtaining competitive bids from a minimum of two qualified, responsible contractors. Contractors must submit an itemized bid using the work write-up prepared by the owner and approved by the Community Services. Copies of the bids must be submitted to the Community Services prior to the owner's award of contract. In the event the owner awards the contract other than to the lowest responsible bidder, the owner must pay the difference between the selected bidder and the low bidder.

A copy of the executed contract must be submitted to the Community Services Department prior to the start of construction. The approved contractor must be licensed, and provide proof of appropriate insurance coverage, covering the total cost of the rehabilitation work and including but not limited to worker's compensation, general liability, and personal liability. Recipient shall not award contract to any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by U.S. Department of Housing and Urban Development.

B. Owner Performs Rehabilitation Work as General Contractor

If the City determines the owner (or members of the owner's family) has sufficient construction skills and possessed all required licenses, the owner may be allowed to perform the rehabilitation work. The owner will be required to identify the specific work items which will be accomplished by the owner. If an owner anticipates acting as the general contractor, sufficient information must be provided in the project proposal to allow the City to evaluate the owner's capacity to act as the general contractor.

The owner may act as the general contractor and enter into subcontracts afer securing a minimum of three written bids for each subcontract. Copies of the bids and executed contracts from subcontractors must be

submitted to the Community Services Department before any work begins. The City will review and approve all subcontractor bids prior to the start of the work.

The Community Services Department will periodically inspect the progress and quality of the work. If an owner fails to satisfactorily accomplish the work within the time frame established in the Rehabilitation Agreement, the owner will be required to hire a professional contractor to complete the work, at no additional expense to the City.

Eligible project costs will be limited to the out-of-pocket expenses of the owner, including payments to subcontractors and purchase of materials and supplies used in the project. The labor of the owner or an owners immediate family will not be considered as an eligible rehabilitation cost. No allowance for profit will be approved for an owner who is acting as the general contractor.

The cost of materials and supplies from an owner's inventory generally will not be allowed. Only when the owner has an established method of inventory control where the actual cost of the material can be documented, will such costs be considered. In any case, the materials must be new and the costs must not exceed the market rate for such items.

XII. REHABILITATION AGREEMENT

Each applicant assisted through this Program will sign a Rehabilitation Agreement with the City which defines the overall terms and conditions of the City providing the rehabilitation assistance. Other construction documents will be required to be executed by the applicant during the rehabilitation assistance process, but the Rehabilitation Agreement will be solely between the City and the applicant, and will be the primary instrument submitted for City Manager or City Council approval, before the project may commence.

XIII. FINAL INSPECTION - CERTIFICATE OF OCCUPANCY

The City of College Station will be responsible for final inspection of all housing units made available through the program to determine that the unit meets all City of College Station and HUD requirements. Final payment will not be made until the City of College Station has issued a Certificate of Occupancy for the renovated unit and all items identified in a punch list have been corrected. The owner will also be required to sign-off on the final progress payment document to the contractor. The Certificate of Occupancy will serve as evidence to HUD of the City's determination that the renovated structure has become code compliant and a decent, safe, and sanitary dwelling.

Attachment 1

2014 HOME PROGRAM RENTS AND 2014 MEDIAN INCOME LIMITS FOR COLLEGE STATION-BRYAN MSA AS PUBLISHED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN THE FEDERAL REGISTER

Section 8 Fair Market Rents and HUDs calculation of high and low rents include all utilities and housing-related services, except telephone. If utilities are not included in rents and are paid by the tenant, the City will prepare utility allowances and adjusted rents.

2014 HOME Program Rents Effective March 4, 2014 (All utilities paid and includes appliances)						
	Efficiency	1BDRM	2-BDRM	3-BDRM	4-BDRM	5-BDRM
Fair Market Rent	$699	$704	$868	$1255	$1505	$1,731
Low (50%) HOME Rent	$510	$546	$655	$756	$845	$931
High (65%) HOME Rent	$643	$690	$831	$950	$1,041	$1,130

HOME Rental Housing Income Guidelines for 2014 Effective January 22, 2014			
Number in Household	Very Low-Income Limit for Families (50% of Median Income)	Income Limit for Families Occupying (60% of Median Income)	Low-Income Limit for Families (80% of Median)
1	$20,150	$24,180	$32,200
2	$23,000	$27,600	$36,800
3	$25,900	$31,080	$41,400
4	$28,750	$34,500	$46,000
5	$31,050	$37,260	$49,700
6	$33,350	$40,020	$53,400
7	$35,650	$42,780	$57,050
8	$37,950	$45,540	$60,750

Attachment 2

CITY OF COLLEGE STATION
RENTAL REHABILITATION LOAN PROGRAM

ANTI-DISPLACEMENT POLICY

Unless herein stated otherwise, the requirements contained in the Uniform Relocations Assistance and Real Property Acquisition Polices Act of 1970 (URA) (42. U.S.C. 4201-4655), 49 CFR Part 24, 24 CFR Part 42, 92.353, and Section 104(d) will be followed.

The City's goal with the Rental Rehabilitation Loan Program is to improve the housing conditions of lower income tenants. This is to be achieved by providing sufficient assistance to property owners (Owner) to make rehabilitation of their rental property cost-effective, while rents of rehabilitated units stay affordable for their lower income tenants. Displacement of existing tenants as a result of rehabilitation will be avoided to the greatest degree possible. Moreover, the City will not sponsor a project that will cause the displacement of a very low income family by a family that is not of very low income. The purpose of this Policy is to inform the public how the City will assist tenants who reside in properties to be rehabilitated through this program. Assistance connected with this policy, and with the City's Rental Rehabilitation Loan Program will not be denied to persons because of their particular race, color, religion, sex, age, handicap, or national origin. Costs of assistance provided pursuant to this policy, other than Section 8 Rental Assistance, will be shared by participating owners and by the City through its Community Development Grants and other available state or federal funding sources.

A. DEFINITIONS

1. "Displacement", as used herein, means the permanent involuntary move of a tenant from a residence in a project rehabilitated through the Rental Rehabilitation Program because of that rehabilitation occurring. (For example, if the tenant was forced to move because his rent after rehabilitation increased to an unaffordable level.)

2. "Temporary Relocation", as used herein, means the move by a tenant into temporary quarters necessitated by the scope of work during rehabilitation of his primary residence.

3. "Comparable Replacement Dwelling", as used herein, means a dwelling which is:

    a. Decent, safe, and sanitary with respect to local codes.

    b. Functionally equivalent to the displacement dwelling.

    c. In an area not subject to adverse environmental conditions.

    d. Is reasonably accessible to the displaced person's place of employment (or to employment opportunities if the person is unemployed).

    e. Currently available to and within the financial means of the displaced person.

B. NOTICES TO TENANTS

Affected tenants will be promptly notified through the mail, by either Owner or City, on each of the following occasions:

1. At time of application, to advise tenants that they will either not be displaced, or, if displaced will be eligible to receive relocation assistance.

2. After execution of the agreement, to advise:

    a. Tenants who will not be displaced of the conditions for continued occupancy, and potential availability of Section 8 rental assistance.

    b. Tenants who will be displaced of their eligibility for relocation assistance and/or Section 8 rental assistance, and how to access it.

C. TENANT COUNSELING

Consistent with the Fair Housing Law the City will provide the following information and counseling to displaced tenants:

1. Opportunities to select Comparable Replacement Dwellings from a full range of neighborhoods within the total housing market.

2. Individual rights under the Fair Housing Law.

3. How to search for suitable replacement housing.

The Brazos Valley Housing Choice Voucher Program will provide information and counseling concerning the provision of rental assistance to eligible tenants through that program.

D. MOVING EXPENSE ASSISTANCE: TEMPORARY OR PERMANENT

1. Eligibility: All tenants that must be relocated temporarily or displaced are eligible, regardless of total family income, except:

    a. Tenant being evicted for just cause.

    b. The person moved into the property after the submission of the application but, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person, and the fact that the person would not qualify as a displaced person as a result of the project.

    c. Tenant is ineligible under 49 CFR 24.2(g) (2)

d. HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

2. Types of Moving Expense Payments: Eligible tenants are entitled to either of the following payments:

a. Reimbursement for actual moving expenses, which include:

- Moving household goods, including insurance coverage on the household goods while in transit
- Disconnecting and reconnecting household appliances.
- Transportation cost for tenant and family. -
- Storage of household goods (for temporary move only).

Tenants selecting this method should consult with the designated City staff prior to the move. Agreements should be reached between the staff and the tenant as to specific reimbursements the tenant can expect. The tenant shall provide adequate documentation of the covered moving expenses, and shall provide signed and dated receipts on the letterhead of the service provider.

b. Fixed moving expense payment, which is an allowance based on the number of rooms of furniture the tenant will move. The size of the allowance will conform with the most recently published schedule for "Fixed Moving Expenses and Dislocation Allowance" from the U.S. Department of Transportation. The tenant will be required to certify, to the City's satisfaction, the number of rooms and furniture involved.

3. Limitations: The City will not bear any moving expenses connected with temporary relocations beyond a period of 90 days.

E. CASH ASSISTANCE: PERMANENT RELOCATION ONLY

1. Eligible Tenants:

a. Tenants with income below the very low income limits (50 percent of the area median income)

2. Criteria and Procedure:

a. The tenant may use the cash assistance payment for rent or purchase of a replacement dwelling.

b. Generally, the City will calculate the cash assistance payment as follows:

i. $_____Monthly rent, plus utility allowance as determined using the Brazos Valley Housing Choice Voucher Program Utility Schedule, at the comparable replacement dwelling

ii. $_____Monthly rent, plus utility allowance as determined using the Brazos Valley Housing Choice Voucher Program Utility Schedule at the displacement dwelling, or 30% of the tenants average gross monthly income whichever is less.

iii. $_____State the difference in the above two items.

iv. $_____(Cash Payment) State the amount on the line iii. times 42, or $5,250.00, whichever is less.

G. CONTINUED OCCUPANCY FOR IN-PLACE TENANTS

To the extent feasible in-place tenants shall be provided a reasonable opportunity to lease a suitable, decent, safe, sanitary, and affordable dwelling unit in the project following completion of the rehabilitation. Tenants not displaced shall have the right of continued occupancy according to the terms of their respective lease agreement. Very low income tenants will be encouraged to apply for Section 8 rental assistance which may be available to them at a later date.

For more information concerning matters addressed in this policy please contact the City of College Station Community Services Department, at (979) 764-3778.

Attachment 3

CITY OF COLLEGE STATION
RENTAL REHABILITATION PROGRAM

AFFIRMATIVE MARKETING POLICY

The City of College Station adheres to the principle that persons of similar economic levels should have available to them like range of housing choices regardless of their race, color, religion, sex, handicap, national origin or familial status. In following with this principle, this policy sets forth actions which will be taken to achieve affirmative marketing of units rehabilitated through the City's Rental Rehabilitation Program.

ACTIONS BY PARTICIPATING OWNERS

1. List rehabilitated units with, or advertise them through, as large a number of referral sources as practical to attract a wide cross-section of lower income tenant prospects. This includes, but is not limited to:

    a. Brazos Valley Housing Choice Voucher Program

    b. Private apartment locator services

    c. Local newspapers.

2. Develop community contacts through which persons in the housing market area might be attracted, who are not likely to apply for the housing without special outreach.

3. Inform the City of vacancies as they occur, the steps being taken to fill those vacancies consistent with No. 1 and-2 above, and characteristics of tenants once those vacancies are filled.

4. Use Equal Housing Opportunity logo on printed material, and display Fair Housing posters as practical.

ACTIONS BY CITY

1. Inform the public, potential tenants, and owners about Fair Housing laws, and elements of this policy, through the following methods:

    a. Use the media.

    b. Dissemination of printed material to tenants and owners.

    c. One-on-one counseling to tenants and owners.

2. Promote the achievement of the affirmative marketing goal through interaction with other housing service providers and advocates in the community.

3. Maintain records documenting efforts by owners and the City to achieve affirmative marketing.

ASSESSMENT AND CORRECTIVE ACTION

The City will assess the effectiveness of affirmative marketing by owners, by comparing characteristics of the affected tenant population with characteristics of the City's population as a whole on a regular basis. If it is determined that an owner has violated this policy, he will be at risk of having to repay the rehabilitation subsidy as per the terms of the Rental Rehabilitation Agreement.

Legislation Details (With Text)

File #:	18-0592	**Version:** 3	**Name:**	Budget Amendment #3	
Type:	Presentation		**Status:**	Agenda Ready	
File created:	8/31/2018		**In control:**	City Council Regular	
On agenda:	9/27/2018		**Final action:**		
Title:	Public Hearing, presentation, possible action, and discussion on an ordinance (Budget Amendment 3) amending Ordinance No. 2017-3936 which will amend the budget for the 2017-2018 Fiscal Year and authorizing amended expenditures as therein provided.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	Ordinance FY18 BA#3 09.20.19.pdf				

Date	Ver.	Action By	Action	Result

Public Hearing, presentation, possible action, and discussion on an ordinance (Budget Amendment 3) amending Ordinance No. 2017-3936 which will amend the budget for the 2017-2018 Fiscal Year and authorizing amended expenditures as therein provided.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends the City Council approve Budget Amendment #3 and the interfund transfer.

Summary: The proposed budget amendment is to increase the FY18 budget appropriations by $3,838,869. The charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover increased expenditures and after holding a public hearing on such budget amendment. Attached is a summary with a description of the items included on the proposed budget amendment. This amendment also includes interfund transfers. Transfers between Funds require Council approval.

Budget & Financial Summary: The City has resources or can reasonably expect resources to cover the appropriations in this budget amendment. The attached summary has the complete description of the items included on the proposed budget amendment and a description of the interfund transfer. If approved, the net revised budget appropriations will be $376,747,538.

Reviewed and Approved by Legal: Yes

Attachments:

1. FY18 Budget Amendment #3 Detail Listing
2. Ordinance

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ORDINANCE NO. _____

AN ORDINANCE (BUDGET AMENDMENT #3) AMENDING ORDINANCE NO. 2017-3936 WHICH WILL AMEND THE BUDGET FOR THE 2017-2018 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, on September 25, 2017, the City Council of the City of College Station, Texas, adopted Ordinance No. 2017-3936 approving its Budget for the 2017-2018 Fiscal Year; and

WHEREAS, on February 8, 2018, the City Council of the City of College Station, Texas, adopted Budget Amendment #1 amending the 2017-2018 Budget; and

WHEREAS, on May 24, 2018, the City Council of the City of College Station, Texas, adopted Budget Amendment #2 amending the 2017-2018 Budget; and

WHEREAS, this amendment was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the College Station City Charter, after notice of said hearing having been first duly given; now, therefore,

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

PART 1: That Ordinance No. 2017-3936 is hereby amended by amending the 2017-2018 Budget adopted thereto by a net amount of $3,838,869 as further detailed in Exhibit A attached hereto and incorporated herein for all purposes.

PART 2: That this Budget Amendment #3 shall be attached to and made a part of the 2017-2018 Budget.

PART 3: That except as amended hereby, Ordinance No, 2017-3936 shall remain in effect in accordance with its terms.

PART 4: That this ordinance shall become effective immediately after passage and approval.

PASSED and APPROVED this 27th day of September, 2018.

ATTEST:

_____
City Secretary

APPROVED:

_____
Mayor

APPROVED:

_____
City Attorney

The proposed budget amendment is to increase the FY18 budget for the items listed below by $3,838.869. Also included are interfund transfers totaling $1,116,000. Interfund transfers (transfers between Funds) require Council approval and, therefore, these items are being included as part of this Budget Amendment.

1. **Overtime and Travel costs associated with TIFMAS deployments - $111,812 (Budget Amendment)**
   The Fire Department was deployed to three events during FY18: Panhandle Fires – Childress, Panhandle Fires – Wolfforth, and to California, incurring significant overtime and travel costs to the Fire Department's budget. The City is being reimbursed for each of these deployments.

2. **Advanced Metering Infrastructure (AMI) for Electric and 3.0 FTEs – $97,990 (Budget Amendment)**
   On April 26, 2018, Council approved a request for proposal (RFP) for AMI in Electric. In order for the RFP to proceed as planned, two AMI-specific positions are required for FY18: an additional SCADA Analyst and an AMI Supervisor. A third position, an AMI Superintendent, is anticipated to be hired in FY19. The Electric Department anticipates hiring the SCADA Analyst and AMI Supervisor during the Fourth Quarter of FY18. The expected AMI costs are $79,156 for the SCADA Analyst and a vehicle and $18,834 for the AMI Supervisor. These costs reflect three months and one month of expenditures for the SCADA Analyst and AMI Supervisor, respectively. The FY19 cost of the 3.0 FTEs are: $138,667 for the SCADA Analyst, $123,491 for the AMI Supervisor; and $198,500 for the AMI Superintendent. This amendment will appropriate FY18 budget in the Electric Fund (SCADA and AMI Divisions) to support the hiring of the SCADA Analyst and AMI Supervisor to initiate the RFP and AMI implementation.

3. **Wolf Pen Creek TIRZ Payment to CSISD – $1,077,759 (Budget Amendment)**
   On June 28, Council approved payment to CSISD for their portion of the Wolf Pen Creek TIRZ funds. Per the approved schedule, CSISD will receive a total of $1,077,759 during FY18, and the remainder of the funds will be budgeted to be disbursed in FY19. Once the disbursements are complete, the fund will be closed.

4. **Property & Casualty Insurance Fund - Additional Claims and Safety Training - $849,000 (Budget Amendment)**
   During fiscal year 2018, the city has experienced several unforeseen events including a hail storm that occurred in College Station on March 18, 2018, a vehicle and equipment loss after a break-in at the Forestry Building among other losses. As a result of the unforeseen claims incurred, it is estimated that the expense will need to be increased by $840,000 from what was originally budgeted. The City also anticipates $600,000 in revenue that will be received from the insurer. The net effect is a cost of $240,000 to the Property & Casualty Insurance Fund. In addition, a safety training program for responding to emergency situations was initiated for city employees in FY18 at a cost of $9,000 to the Property & Casualty Insurance Fund.

5. **Aggie Field of Honor Columbarium Sidewalks – $45,000 (Budget Amendment)**
   The initial budget for this sidewalk project was $45,000; however, some changes were made to the specs after the estimates were created. Specifically, the thickness of the sidewalks was increased due to expected traffic and a stamped pattern was chosen in order to match the existing concrete. This amendment will cover the increased costs associated with these changes.

6. **Utility Customer Service (UCS) Credit Card Processing Costs - $45,000 (Budget Amendment)**
   This item will cover the unexpected increase in credit card processing costs associated with utility payments. Budget originally anticipated a growth in costs, but the actual FY18 credit card processing costs have exceeded budget and are expected to grow due to credit card use and an increasing number of utility bills paid with credit cards from overseas financial institutions. This amendment will cover the remaining anticipated costs and will be funded out of existing UCS Fund balance.

7. **Convention & Visitors Bureau (CVB) Grant Funding – $194,423 Hotel Tax Fund (Budget Amendment)**
   To cover the cost of grant payments in excess of the original contract balance. FY18 original budget for contract #18300028 between the City of College Station and CVB for grant funding was $400,000. CVB grant panel awarded and is expected to authorize $594,423 to sub-recipients in FY18.

8. **Transfer of Fund Balance of West Medical District Tax Increment Reinvestment Zone No. 18 (TIRZ #18) to the General Government Projects (CIP) Fund – $916,000 (Budget Amendment and Interfund Transfer)**
   Council voted on April 24, 2018 to dissolve the West Medical District Tax Increment Reinvestment Zone No. 18 (TIRZ #18). This item would transfer the fund balance of TIRZ #18 as of September 30, 2017 plus interest revenue earned on that balance through the end of June 2018 to the General Government Projects (CIP) Fund to apply toward the Facilities & Tech CIP for the new City Hall.

9. **Budget Transfer from Spring Creek Local Government Fund to Property & Casualty Insurance Fund - $1,885 (Budget Amendment)**
   The liability insurance for the Spring Creek Local Government Fund was not budgeted in the Property & Casualty Insurance Fund with the other liability premiums. The budget available in the Spring Creek Local Government Fund will be transferred to Property & Casualty Insurance Fund where the policy premium will be paid.

10. **Budget Transfer from Hotel Occupancy Tax (HOT) Fund to General Fund - $200,000 (Interfund Transfer)**
    This item is for the costs associated with Texas Weekend of Remembrance, which was initially budgeted in the Hotel Tax Fund. The event did not generate the minimum number of hotel room bookings of 250 to qualify for Hotel Occupancy Tax Fund funding. This amendment will

be used to cover the transfer of expenditure appropriations for this event from the Hotel Occupancy Tax Fund to the General Fund Parks and Recreation Department, where the expenses were posted.

11. **Medical Claims Costs in the Employee Benefits Fund - $500,000 (Budget Amendment)**
Due to some unusually high claims for FY18, the medical claims cost has exceeded its current budget as well as the actuarial projection for the year. This amendment will help offset the budget shortage and will come from the existing fund balance.

Legislation Details (With Text)

File #:	18-0594	**Version:** 1	**Name:**	FY 19 Budget Adoption	
Type:	Presentation		**Status:**	Agenda Ready	
File created:	8/31/2018		**In control:**	City Council Regular	
On agenda:	9/27/2018		**Final action:**		
Title:	Presentation, possible action, and discussion on an ordinance adopting the City of College Station 2018-2019 Budget; and presentation, possible action and discussion ratifying the property tax revenue increase reflected in the budget.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	Appendix A1 - FY19 Attachment A_ IT submission 2019 Budget Ordinance				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion on an ordinance adopting the City of College Station 2018-2019 Budget; and presentation, possible action and discussion ratifying the property tax revenue increase reflected in the budget.

Recommendation(s): Staff recommends the City Council approve the ordinance adopting the proposed 2018-2019 budget with any changes the Council wishes to include. A summary of changes the City Council has discussed will be presented to the Council for consideration.

Staff also recommends the City Council ratify the property tax revenue increase reflected in the budget.

Summary: There are two actions in this agenda item.

First is the consideration of the 2018 - 2019 proposed budget. The City Council received the proposed budget on August 9, 2018 and held budget workshops on August 20th, August 21st and August 22nd. The City Council held a public hearing on the proposed budget on September 13th. The charter requires that the City Council adopt a budget no later than September 27th.

The City Council will need to include any proposed revisions to the budget in the motion to adopt the budget.

The second action is ratification of the property tax revenue increase reflected in the budget. This action is required due to recently enacted legislation. House Bill 3195 amends the local government code to say the following:

> *"(c) Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate as required by Chapter 26, Tax Code, or other law."*

The proposed budget will result in additional property tax revenues over last year totaling $3,432,275 or

8.44%.

The proposed tax rate is $0.505841 per $100 assessed valuation which is a $0.08341 cent increase over the FY18 tax rate.

Budgetary and Financial Summary: The following is an overall summary of the proposed budget with workshop revisions.

Subtotal Operation and Maintenance:	$252,279,750
Subtotal Capital:	108,400,352
Total Proposed Budget:	$360,680,102

Attachments:

1. FY19 Budget Ordinance with Attachment A

ORDINANCE NO.

Potential Technology Purchases made through a variety of Cooperative Purchasing Interlocal agreements as provided by Chapter 271, Subchapters (D) and (F) of the Texas Local Government Code.

ITEM	Quantity	Estimated Avg. Unit Cost	Projected Total
Scheduled Replacement/Repair/Additions			
Replacement Computers	260	1,000	260,000
Replacement Monitors	100	120	12,000
Replacement Printers	15	950	14,250
Replacement Copiers			50,000
Replacement Scanners			13,000
Printer replacement Parts			3,000
PC Replacement Parts (Video Cards, Hard Drive & Memory)			5,000
Replacement Public Safety Mobile Data Terminals			400,000
Replacement ICE host Servers	2	23,821	47,643
Replace Exchange servers	2	17,000	34,000
Replace single server	3	7,000	21,000
Server replacement parts			10,000
Server OS replacement/upgrade			7,000
Video Surveillance Project Phase 2 and other camera additions			350,000
SQL Std	3	4,000	12,000
Replacement UPS battery/units			25,000
Estimated Additional Desktop Software Includes but not limited to New & Upgrade versions of Adobe Acrobat, PageMaker, Photoshop Illustrator, Premier, Audition, Project, Visio, Vstudio.net, AutoCAD, Crystal, Corel Draw			35,000
Computer Network Maint. and Equipment Replacement			30,000
Motorola Radio Repair/Replacement			37,000
Telephone Repair/Replacement			20,000
Fiber ring expansion			225,000
Subtotal - Scheduled Replacement			**1,610,893**
Service Level Adjustments			
Weathermatic Irrigation System - PARD			60,000
Hardware for Parks' Cityworks Implementation			25,000
Communication Infrastructure Improvements			30,000
Quarterly PCI Scans			30,000
Online Bidding System			29,700
Technology needs for new positions	7	2,500	17,500
Fiber to Lift Stations			64,000

ORDINANCE NO.

Potential Technology Purchases made through a variety of Cooperative Purchasing Interlocal agreements as provided by Chapter 271, Subchapters (D) and (F) of the Texas Local Government Code.

ITEM	Quantity	Estimated Avg. Unit Cost	Projected Total
Subtotal - Service Level Adjustments			**256,200**
Unscheduled Replacements/Additions			
Estimated Additional Computer setups not identified specifically in budget includes but not limited to: Monitor, network card, extended warranty, added memory	75	1,000	75,000
Estimated Standard Desktop Software not identified specifically in budget Includes but not limited to: Microsoft Office, Trend, Microsoft Windows client access license, Novell ZenWorks			20,000
Estimated Additional Desktop Software Includes but not limited to New & Upgrade versions of Adobe Acrobat, PageMaker, Photoshop Illustrator, Premier, Audition Project, Visio, Vstudio.net AutoCAD, Crystal Corel Draw, Cognos			20,000
Estimated Additional Printers/Plotters			12,000
Estimated Computer misc. parts includes: hard drives, network cards, network cards, network cables			10,000
Estimated Monitor upgrades includes: larger than standard			5,000
Estimated Additional Scanners	20	800	16,000
Estimated Additional Mobile Devices/Toughbook, laptops, tablets	65	1,500	97,500
Estimated Network Upgrades			20,000
Estimated Motorola Radio Repair/Replacement			15,000
Sub-Total Unscheduled Replacement/Additions			**290,500**
Phone System Maintenance			
Cisco_SmartNet Maintenance			50,000
Subtotal - Phone System Maintenance			**50,000**
Network Software on Master License Agreement (MLA)			
Microsoft Enterprise Agreement			100,000
Added Office365 and services			230,000
Diskeeper			4,500

ORDINANCE NO.

Potential Technology Purchases made through a variety of Cooperative Purchasing Interlocal agreements as provided by Chapter 271, Subchapters (D) and (F) of the Texas Local Government Code.

ITEM	Quantity	Estimated Avg. Unit Cost	Projected Total
Voremetrics Encryption Software			5,500
Solarwinds			15,000
CommVault			40,000
VMWARE support through VMWare	38	1,200	45,600
Vcenter Support	2	1,499	2,998
ZenWorks Configuration Management - 904 nodes			11,000
ZenWorks Asset Management -904 nodes			4,700
ZenWorks Patch Management - 904 nodes			8,000
Subtotal - Network Software on MLA			**467,298**
PC Hardware and Software Maintenance/Subscriptions			
HP Printer/Plotter Maintenance			1,500
AutoCAD			17,000
Adobe Creative Suite			15,000
Barracuda Spam/Spyware			5,500
Firewall Maintenance			25,000
Aruba Maintenance			5,000
Siemens Access Control System			28,000
Subtotal - PC Software Maintenance			**97,000**
IBM Hardware and Software Maintenance			
Hardware Maintenance (2 power 7's)			15,000
Power 7 Software Subscription and Support	2	9,000	18,000
Subtotal - IBM Hardware and Software Maintenance			**33,000**
		Grand Total	**2,804,891**

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A BUDGET FOR THE 2018-19 FISCAL YEAR AND AUTHORIZING EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, a proposed budget for the fiscal year October 1, 2018, to September 30, 2019, was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the Charter of the City of College Station, Texas, notice of said hearing having first been duly given; and

WHEREAS, the City Council has reviewed and amended the proposed budget and changes as approved by the City Council have been identified and their effect included in the budget; now therefore,

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

PART 1: That the proposed budget as amended by the City Council of the City of College Station, which is made a part hereof to the same extent as if set forth at length herein, is hereby adopted and approved, a copy of which is on file in the Office of the City Secretary in College Station, Texas.

PART 2: That authorization is hereby granted for the expenditure of the same under the respective items contained in said budget with the approved fiscal and budgetary policy statements of the City.

PART 3: That the City Manager is hereby authorized to assign the City's fund balance. The assigned fund balance includes amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed. The City Manager may assign the fund balance only as such assignments, unlike commitments, are not permanent and a formal action is not required for the removal of an assignment, and further, assignment of the fund balance may not result in a deficit in the unassigned fund balance.

PART 4: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby authorized to approve and execute contracts and documents authorizing the payment of funds and to expend public funds for expenditures that are $100,000 or less; to approve and execute change orders authorizing the expenditure of funds pursuant to the TEXAS LOCAL GOVERNMENT CODE or as provided in the original contract document or in accordance with the applicable Finance administrative procedure. The intent of this section is to provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

PART 5: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby, authorized to provide for transfers of any unexpended or unencumbered appropriation balance within each of the various departments in the General Fund and within any other fund of the City and to

authorize transfers of Contingent Appropriations within a fund up to an amount equal to expenditures that are $100,000 or less.

PART 6: That the City Council hereby approves the funding and the purchases that are made pursuant to interlocal agreements as provided by CHAPTER 271, SUBCHAPTERS (D) AND (F) of the TEXAS LOCAL GOVERNMENT CODE in this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to approve and execute contracts and documents authorizing the payment of funds, and to expend public funds that have been expressly designated, approved, and appropriated in this budget for new and replacement equipment as set out in the 2018-19 Fiscal Year Equipment Replacement Fund, and technology related hardware and software as set out in Attachment "A" to this Ordinance.

PART 7: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby authorized to approve and execute all contracts and documents authorizing the payment of funds and to expend public funds for expenditures related to the Enterprise Resource Planning (ERP) System; to approve and execute change orders authorizing the expenditure of funds pursuant to the TEXAS LOCAL GOVERNMENT CODE or as provided in the original contract documents. Expenditures must be appropriated from available funds. The intent of this section is to provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

PART 8: That this Ordinance shall become effective immediately after passage and approval.

PASSED AND APPROVED THIS 27th DAY OF SEPTEMBER, 2018.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	18-0593	**Version:** 1	**Name:**	FY19 Tax Rate Adoption	
Type:	Presentation		**Status:**	Agenda Ready	
File created:	8/31/2018		**In control:**	City Council Regular	
On agenda:	9/27/2018		**Final action:**		
Title:	Presentation, possible action, and discussion on approval of an ordinance adopting the City of College Station 2018-2019 ad valorem tax rate of $0.505841 per $100 assessed valuation, the debt service portion being $0.220339 per $100 assessed valuation and the operations and maintenance portion being $0.285502 per $100 assessed valuation.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	Appendix A2 - FY19 Tax Rate Ordinance				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion on approval of an ordinance adopting the City of College Station 2018-2019 ad valorem tax rate of $0.505841 per $100 assessed valuation, the debt service portion being $0.220339 per $100 assessed valuation and the operations and maintenance portion being $0.285502 per $100 assessed valuation.

Recommendation(s): Staff recommends Council adopt the effective tax rate of $0.505841 per $100 assessed valuation.

Summary: On August 21st, the City Council discussed the tax rate and called two public hearings on a tax rate of $0.505841. This is a $0.08341 cent increase from the current tax rate.

The tax rate must be adopted as two separate components - one for Operations and Maintenance and one for Debt Service.

$0.285502	O&M
$0.220339	Debt Service
$0.505841	Total Tax Rate

This is the tax rate that was used to prepare the proposed budget. If the City Council adopts a tax rate lower than the proposed rate, the budget will have to be amended and reduced.

Current Tax Rate:	$0.497500
Effective Tax Rate:	$0.478968
Rollback Rate:	$0.522313
Proposed Tax Rate:	$0.505841

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Budgetary and Financial Summary: The proposed tax rate of $0.505841 per $100 assessed valuation will generate approximately $46.4 million. The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

Attachments:

1. Tax Rate Ordinance - $0.505841 per $100 assessed valuation

ORDINANCE NO. _____

AN ORDINANCE LEVYING THE AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF COLLEGE STATION, TEXAS, AND PROVIDING FOR THE GENERAL DEBT SERVICE FUND FOR THE YEAR 2018-19 AND APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSES.

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

SECTION 1. That there is hereby levied and there shall be collected for the use and support of the municipal government of the City of College Station, Texas, and to provide General Debt Service for the 2018-19 fiscal year upon all property, real, personal and mixed within the corporate limits of said city subject to taxation, a tax of fifty and fifty hundredths and eighty-seven thousand cents ($0.505841) on each one hundred dollar ($100.00) valuation of property, and said tax being so levied and apportioned to the specific purpose herein set forth:

1. For the maintenance and support of the general government (General Fund), twenty-two and thirty-six hundredths and ninety-nine thousandths cents ($0.285502) on each one hundred dollar ($100.00) valuation of property; and

2. For the general obligation debt service (Debt Service Fund), twenty-two and three hundredths and thirty-nine thousandths cents ($0.220339) on each one hundred dollars ($100.00) valuation of property to be used for principal and interest payments on bonds and other obligations of the fund.

SECTION II. All moneys collected under this ordinance for the specific items therein named, shall be and the same are hereby appropriated and set apart for the specific purpose indicated in each item and the Assessor and Collector of Taxes and the Chief Financial Officer shall keep these accounts so as to readily and distinctly show the amount collected, the amounts expended and the amount on hand at any time, belonging to such funds. It is hereby made the duty of the Tax Assessor and Collector to deliver a statement at the time of depositing any money, showing from what source such taxes were received and to what account (General Fund or General Debt Service Fund) the funds were deposited.

SECTION III. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.00 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $8.34.

SECTION IV. That this Ordinance shall take effect and be in force from and after its passage.

PASSED AND APPROVED THIS 27th DAY OF SEPTEMBER 2018.

ATTEST: **APPROVED:**

_____ **_____**

City Secretary **Mayor**

APPROVED:

_____

City Attorney

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	18-0563	**Version:** 1	**Name:**	BVSWMA Appointment	
Type:	Appointment		**Status:**	Agenda Ready	
File created:	8/23/2018		**In control:**	City Council Regular	
On agenda:	9/27/2018		**Final action:**		
Title:	Presentation, possible action, and discussion regarding an appointment to the Brazos Valley Solid Waste Management Agency, Inc. Board of Directors.				
Sponsors:	Tanya Smith				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding an appointment to the Brazos Valley Solid Waste Management Agency, Inc. Board of Directors.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: Mayor Mooney currently serves as one of College Station's three appointments to the BVSWMA Board of Directors. Mayor Mooney's term expires on September 30, 2018, requiring the Council to appoint a new director. There are no term limits if the Council chooses to re-appoint Mayor Mooney to the Board.

Budget & Financial Summary: None

Attachments: None

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