



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Monday, May 14, 2018

6:00 PM

City Hall Council Chambers

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

Presentation:

- The Arts Council presents on selected College Arts Scholarship winners.
- Presentation proclaiming May 20 – 26 as National Public Works Week.
- Presentation proclaiming May as National Bike Month.

Hear Visitors: During this time a citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 5:30 PM on the day of the Council meeting. Upon stepping to the podium the speaker must state their name and city of residence, including the state of residence if the city is located out of state. Each speaker's remarks are limited to three minutes. A series of timer lights will change from green to yellow and an alarm will sound after two and one-half minutes to signal thirty seconds remaining to conclude the remarks. At three minutes the timer light will change to red and the final alarm will sound. The speaker must then conclude the remarks. The City Council will listen and receive the information presented by the speaker, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager. Comments should not personally attack other speakers, Council or staff.

Consent Agenda

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

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

- 2a. [18-0311](#) Presentation, possible action, and discussion of minutes for:
- April 26, 2018 Workshop
 - April 26, 2018 Regular

Sponsors:

Smith

Attachments: [WKSHPO42618 DRAFT Minutes](#)
[RM042618 DRAFT Minutes](#)

- 2b. [18-0219](#) Presentation, possible action, and discussion regarding a service and extended warranty contract with IPS Group, Inc. upgrading Northgate on-street single space parking meters for the one time fee of \$109,450 and for monthly on-going operating and credit card transaction fees related to parking meters not to exceed \$15,000 per year.

Sponsors: Eller

Attachments: [Contract 18300444 - IPS Group, Inc.](#)

- 2c. [18-0276](#) Presentation, possible action, and discussion on a construction contract with Jamail and Smith Construction, LP, in the amount of \$128,736.11 for improvements to Gabbard Park.

Sponsors: Kelbly

Attachments: [REV 1 COCS GABBZRD PARK FENCE FISH PIER WALK BRIDGE](#)

- 2d. [18-0280](#) Presentation, possible action, and discussion on a professional services contract with Hawkins Architecture in the amount of \$199,410 for the renovations and rebuild of park structures located in Bee Creek Park and Stephen C. Beachy Central Park.

Sponsors: Kelbly

- 2e. [18-0294](#) Presentation, possible action, and discussion on a purchase order and proposal (RFP 18-062) from Fouts Brothers Inc. to purchase one (1) Light Rescue Response Vehicle for \$124,722.

Sponsors: McMahan

Attachments: [18203863- Fouts Brothers Inc.](#)
[RFP 18-062 Truck Design](#)

- 2f. [18-0296](#) Presentation, possible action, and discussion on approval of an Interlocal Agreement for cooperative purchasing activities between the City of College Station and the City of Grapevine.

Sponsors: Leonard

Attachments: [18300496 City of Grapevine ILA](#)

- 2g. [18-0298](#) Presentation, possible action, and discussion regarding renewal of an annual contract to Larry Young Paving for the repaving of utility cuts as needed for an amount not to exceed \$100,000.

Sponsors: Harmon

Attachments: [Tabulation](#)

- 2h. [18-0328](#) Presentation, possible action, and discussion regarding approval of the Brazos Valley Wide Area Communications System (BVWACS)

Operating Budget for FY 2019 and authorizing the City's quarterly payments of approximately \$42,525.75 for an annual total not to exceed of \$170,103.03; and approval of the BVWACS Capital Equipment Replacement Reserve Fund Budget for FY 2019 and payment of the City's share not to exceed \$58,795.30.

Sponsors: Provazek

Attachments: [BVWACS FY19 Proposed Budget.pdf](#)

Regular Agenda.

Individuals who wish to address the City Council on an item posted as a public hearing shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. A speaker who wishes to include computer-based information while addressing the Council must provide the electronic file to the City Secretary by noon of the Council meeting day when the presentation is planned. The Mayor will recognize individuals who wish to come forward to speak for or against the item. Upon stepping to the podium the speaker must state their name and city of residence, including the state of residence if the city is located out of state. On items related to land use and those that would directly impact the speaker's residence or neighborhood, the speaker is encouraged to identify their College Station neighborhood. Each speaker's remarks are limited to three minutes. A series of timer lights will change from green to yellow and an alarm will sound after two and one-half minutes to signal thirty seconds remaining to conclude the remarks. At three minutes the timer light will change to red and the final alarm will sound. The speaker must then conclude the remarks. After a public hearing is closed, there shall be no additional public comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

1. [18-0305](#) Presentation, possible action, and discussion to consider repealing Resolution No. 03-22-18-2d, naming the building located at 2275 Dartmouth, College Station, Texas, "The Bob and Wanda Meyer Community Center," and to consider renaming said building.

Sponsors: Schmitz

Attachments: [February 13, 2018 Minutes](#)
[03-22-18-2d - Resolution - 03_22_2018.pdf](#)

2. [18-0300](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the College Station Comprehensive Plan by amending the Bicycle, Pedestrian, and Greenways Master Plan.

Sponsors: Garza

Attachments: [Existing and Proposed Bicycle Plan Maps](#)
[Existing and Proposed Pedestrian Plan Maps](#)
[List of Plan Amendments](#)
[Priority Maps](#)
[Ordinance](#)

3. [18-0281](#) Presentation, possible action, and discussion regarding an appointment to the Research Valley Partnership (RVP).

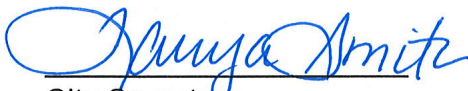
Sponsors: Smith

4. 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.

5. 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 May 10, 2018 at 5:00 p.m.



City Secretary

This building is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are asked to contact the City Secretary's Office at (979) 764-3541, TDD at 1-800-735-2989, or email adaassistance@cstx.gov at least two business days prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least two business days prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

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

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

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

"Conforme a la Seccion 30.07 del codigo penal (traspasar portando armas de mano al aire libre con licencia), personas con licencia bajo del Sub-Capitulo H, Capitulo

411, Código de Gobierno (Ley de licencias de arma de mano), no deben entrar a esta propiedad portando arma de mano al aire libre.”



Legislation Details (With Text)

File #: 18-0311 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 5/4/2018 **In control:** City Council Regular
On agenda: 5/14/2018 **Final action:**
Title: Presentation, possible action, and discussion of minutes for:
• April 26, 2018 Workshop
• April 26, 2018 Regular
Sponsors: Tanya Smith
Indexes:
Code sections:
Attachments: [WKSHP042618 DRAFT Minutes](#)
[RM042618 DRAFT Minutes](#)

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

- April 26, 2018 Workshop
- April 26, 2018 Regular

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: N/A

Budget & Financial Summary: None

Attachments:

- April 26, 2018 Workshop
- April 26, 2018 Regular

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
APRIL 26, 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:

Chuck Gilman, Interim City Manager
Jeff Capps, 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 3:30 p.m. on Thursday, April 26, 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 3:30 p.m. on Thursday, April 26, 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

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

- City Secretary
- City Manager
- Council Self-evaluation

The Executive Session recessed at 5:13 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.

Item 2d was pulled from Consent for clarification.

(2d): Donald Harmon, Director of Public Works, provided an explanation of how agreements between City of College and College Station ISD are negotiated and how the entities work together to set up a project budget for each agreement.

5. Presentation, possible action, and discussion regarding the results of the Automated Metering Infrastructure (AMI) Feasibility Study.

Timothy Crabb, Director of Electric, introduced Tom Asp, Principal Engineer and Analyst with CTC Technology & Energy.

Tom Asp, Principal Engineer and Analyst, updated Council on the results of the Automated Metering Infrastructure (AMI) Feasibility Study and possible implementation of water and electric AMI, including the benefits and challenges of using this technology. The report presented an overview of advanced metering infrastructure (AMI) technologies and meter data management (MDM) systems and the potential benefits that deploying each might provide to the City of College Station. The report also outlined an overall vision of an AMI and MDM deployment, as well as potential supporting objectives that reflect both external conditions and the limitations of the City's internal resources. In addition, the report included implementation and operating cost estimates for an AMI network and MDM system, a summary of potential benefits that AMI and MDM deployment may enable, and candidate AMI and MDM requirements.

Option 1: Electric and Water Ami Implementation

Start the process of implementing Electric and Water AMI. Process will take approximately 3 years to complete and will involve additional staffing, an RFP selection process, and installation and testing of communications and MDM, and installation of the metering systems.

Option 2: Electric Implementation and Staged Water AMI

Start the process of implementing Electric AMI and stage the implementation of Water AMI. Electric would still require 3 years and Water would be staged over 4 years. The study shows very little difference from Option 1 as the elimination of the meter reading benefit would take longer to be realized.

Option 3: Electric Implementation with Deferred Water AMI

Start the process of implementing Electric AMI. Process will take approximately 3 years to complete. Water will continue to install “AMI ready” meters for possible future AMI implementation.

Option 4: Defer Electric and Water AMI

Continue to defer making the transition to AMI. Water will continue to install “AMI ready” meters for possible future AMI implementation.

Staff recommends that the Council approve Option 3 which is to move forward with the implementation plan for Electric AMI and to defer the transition to Water AMI.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to approve staff's recommendation for Option 3. The motion carried unanimously.

6. Presentation, possible action, and discussion regarding the creation of a Regional Mobility Authority (RMA).

Troy Rother, Senior Engineer, introduced Dennis Christiansen and Doug Bramwell with J/C Jones and Cater.

Dennis Christiansen, TTI Agency Director–Emeritus, and Doug Bramwell, Jones|Carter, updated Council on the Regional Mobility Authority presented at the March Transportation and Mobility Committee meeting. Mr. Bramwell explained that that creating an RMA provides the community with an additional tool to utilize for transportation planning and funding. It gives College Station, Bryan, and Brazos County as a whole more visibility, and demonstrates to TxDOT and State we are proactive, organized, and engaged in solving the region's transportation issues.

Steps to create an RMA:

1. County Commissioner's court must authorize the creation of the RMA
2. Petition for creating an RMA is prepared and submitted to TTC
 - It must benefit the region, and the state to “increase of their commerce and prosperity, and for the health, living conditions and public safety”
 - Reviewed by TTC & TxDOT
3. After a successful review, the TTC will issue a minute order creating the RMA
4. County accepts the TTC minute order and creates the RMA Board which is comprised of:
 - Odd number of directors, appointed by Commissioner's Court
 - Presiding officer, appointed by Governor
 - Disqualifications for serving:
 - Elected officials
 - Non-residents
 - TxDOT Employees
 - Any government employees (city, county, TAMU)
 - Property owners who's land may be acquired

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Rektorik, the City Council voted seven (7) for and none (0) opposed, to direct the Mayor to create a letter on the behalf of the Council to Brazos County Commissioners Court to authorize the creation of the RMA. The motion carried unanimously.

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 on at this time.

9. Adjournment

There being no further business, Mayor Mooney adjourned the workshop of the College Station City Council at 6:44 p.m. on Thursday, April 26, 2018.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
APRIL 26, 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:

Chuck Gilman, Interim City Manager
Jeff Capps, 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 6:52 p.m. on Thursday, April 26, 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.

Presentation proclaiming May 4th, 2018 as International Fire Fighter's Day.

Mayor Mooney presented the proclamation to representatives of the College Station Fire Department and proclaimed May 4, 2018 as International Fire Fighter's Day.

Hear Visitors Comments

James Benham, College Station, came before Council to honor the service and sacrifice of Army Captain David Michael Fraser.

Weston Salanty, College Station, addressed Council regarding poor road conditions that are dangerous for drivers and passengers. Better Roads, Better Life (a student led interest group) urges action to be taken to ensure the safety and happiness of our citizens.

Hugh Stearns, College Station, addressed Council and made the following observations and recommendations on citizen engagement:

- The 200' state minimum notification distance when there is a variance or zoning change is inadequate.
- HOA presidents are not community leaders.
- Not all homes are in an HOA.
- Have a large sign at Council chambers inviting citizens to sign up for Planning and Development notifications.
- Announce the notification list in Council meetings.
- Announcements should only pertain to planning and development issues.
- Hold citizen engagement workshops, teach citizens how to engage with Staff and Council, divide the city into a few districts that encourage neighborhoods to work together.
- Engage citizens with interactions like the Citizens Congresses held a decade ago.
- Hold future City Councils to the neighborhood plans when they are developed.
- Neighborhood plans should be implemented and updated with input from the neighborhoods.
- Increase the budget and purview of the office of Neighborhood services.

CONSENT AGENDA

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

- **April 12, 2018 Workshop Meeting**
- **April 12, 2018 Regular Meeting**

2b. Presentation, possible action, and discussion regarding the Agreement for Services with the Brazos Valley Softball Umpires Association to provide officiating services for City athletic leagues, programs and tournaments (Contract Number 18300369) in an amount not to exceed \$125,000 per year.

2c. Presentation, possible action, and discussion on approving job order construction contract #18300449 for various facilities corrective maintenance services from Jamail & Smith Construction, LP in the amount of \$346,260.81. Contract pricing is available from Jamail & Smith Construction, LP through Buy Board contract #464-14.

2d. Presentation, possible action, and discussion on an Interlocal Agreement between the City of College Station and College Station Independent School District for the cost participation by College Station Independent School District in the City's Holleman Drive South Widening Project. CSISD will be reimbursing the City for actual costs of the deceleration lane, traffic signal improvements, and necessary utility relocations up to \$395,500 for improvements related to the new River Bend Elementary School.

2e. Presentation, possible action, and discussion regarding approval of a professional services contract (Contract No. 18300430) with Kimley-Horn and Associates, Inc. in the amount of \$312,000 for the design and construction phase services for the Northeast Sanitary Sewer Trunk Line Phase 2 Project and Resolution No. 04-26-18-2e Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

2f. Presentation, possible action, and discussion regarding approval of the construction contract (18300375) with C. F. McDonald Electric, Inc. in the amount of \$171,469 for the Municipal Court/Traffic Control Center Backup Generator Project.

2g. Presentation, possible action, and discussion regarding approval of Resolution No. 04-26-18-2g authorizing a License Agreement with Thomas and Stephanie Adams for the encroachment of a portion of an underground pool structure located at Lot 26, Block 30, Phase 9A, Pebble Creek Subdivision.

2h. Presentation, possible action, and discussion regarding the first lease amendment with JAR Capital Investments, LLC amending the original lease (16300284) extending lease term for two years for leased space at 511 University Drive East.

2i. Presentation, possible action, and discussion on the second reading of a franchise agreement Ordinance No. 2018-4002 with Budget Disposal d/b/a Premier Metal Buyers, for the collection of recyclables from commercial businesses and multi-family locations.

2j. Presentation, possible action, and discussion on the second reading of a franchise agreement Ordinance No. 2018-4003 with Pronto Services, LLC. for the collection of recyclables from commercial businesses and multi-family locations.

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

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion regarding Ordinance No. 2018-4004 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 boundaries from PDD Planned Development District to T Townhouse for approximately 36 acres generally located at the intersection of Buena Vista and Summit Crossing Lane.

Rachel Lazo, Planning & Development, stated that the applicant had requested a T Townhouse rezoning at this location to allow for Phases 4-6 of the existing Summit Crossing development. Previously, Summit Crossing has developed under a Planned Development District with duplexes as an approved use, then revised the PDD for townhouse uses. Instead of continuing to modify the PDD. The applicant has chosen to request T Townhouse as it would still comply with the urban land use designation. Ms. Lazo, also explained that currently the property is undeveloped, moving urban-density residential eastward up Harvey Road, and there is no floodplain on the property and it is relatively flat. City staff and the applicant are working with TxDOT on the appropriate implementation of a center turn lane at the aforementioned location.

The Planning & Zoning Commission considered this item at their April 5, 2018 meeting and voted 5-1 to recommend approval. Staff also recommended approval.

At approximately 7:35 p.m., Mayor Mooney opened the Public Hearing.

Parviz Vessali, College Station, addressed Council about his TIA and meeting with TxDOT. Mr. Vessali stated that TxDOT has investigated and discussed the consideration to restripe SH 30 between Veteran's Park and FM 158 to a 3-lane roadway. It was also stated by TxDOT that their decision to follow up next month's seal coat with the revised striping configuration.

There being no further comments, the Public Hearing was closed at 7:38 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Rektorik, the City Council voted five (5) for and two (2) opposed, with Councilmembers Brick and Harvell voting against, to adopt Ordinance 2018-4004 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 boundaries from PDD Planned Development District to T Townhouse for approximately 36 acres generally located at the intersection of Buena Vista and Summit Crossing Lane. The motion carried.

2. Public Hearing, presentation, possible action, and discussion regarding Ordinance No. 2018-4005 amending Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from PDD Planned Development District to MF Multi-Family on approximately 12 acres of land, located at the intersection of Summit Crossing Lane and Harvey Road.

Rachel Lazo, Planning & Development, stated that the applicant has requested a rezoning for approximately 12 acres of land from PDD Planned Development District with a base zoning of D Duplex to MF Multi-Family. The property is currently designated as Urban on the Comprehensive Land Use and Character Map. This designation calls for intense land use activities that include townhomes, duplexes, and high-density apartments and is consistent with the applicant's proposed rezoning request. The proposed zoning request to rezone for multi-family on this property would allow for dense residential development in a Greenfield area planned for high concentrations of residential uses for along Harvey Road, a major thoroughfare. The request would then provide the opportunity to offer another housing type in an area that is primarily single-family attached and detached. Also, City staff and the applicant are working with TxDOT on the appropriate implementation of a left turn lane at the aforementioned location.

The Planning & Zoning Commission considered this item at their April 5, 2018 meeting and voted 5-1 to recommend approval. Staff also recommended approval.

At approximately 7:55 p.m., Mayor Mooney opened the Public Hearing.

Parviz Vessali, College Station, addressed Council about his communication with TxDOT and how TxDOT will address the traffic safety.

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

MOTION: Upon a motion made by Councilmember Moore and a second by Councilmember Rektorik, the City Council voted five (5) for and two (2) opposed, with Councilmembers Brick and Harvell, voting against to adopt Ordinance 2018-4005 amending Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district

boundaries from PDD Planned Development District to MF Multi-Family on approximately 12 acres of land, located at the intersection of Summit Crossing Lane and Harvey Road. The motion carried.

3. Public Hearing, presentation, possible action, and discussion to consider Ordinance No. 2018-4006 on a Conditional Use Permit request for a Mobile Food Court, on approximately 0.4 acres located at 203 First Street.

Rachel Lazo, Planning & Development, stated that this request is for a Conditional Use Permit amendment to remove the requirement for Texas certified peace officers for an existing Mobile Food Court currently zoned NG-1 Core Northgate. Originally approved in October 2016, the CUP allows for the operation of a Mobile Food Park at the subject property. However, there were concerns over light and noise pollution as well as potential crime which culminated in conditions placed upon approval that the sale of alcohol be limited to beer and wine only, ending no later than midnight, and the requirement of at least two Texas certified peace officers Thursday through Sunday from 10:00 pm to 3:00 am. The site developed and received a Certificate of Occupancy in December 2017. Since then, activity on the site has been relatively unremarkable, resulting in the current request to remove the condition on the CUP for the requirement of certified peace officers. The use of a food truck park is compatible with the area's existing multifamily and commercial establishments which include restaurants and bars. After seeing how the mobile food park has functioned over the past four months, the College Station Police Department has determined that they do not anticipate existing uses being negatively impacted by removing the requirement for the stationing of two peace officers from 10:00 pm to 3:00 am Thursday through Sunday.

The Planning & Zoning Commission approved item on April 19th meeting and voted unanimously to recommend approval. Staff also recommended approval.

At approximately 8:02 p.m., Mayor Mooney opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 8:02 p.m.

MOTION: Upon a motion made by Councilmember Rektorik and a second by Councilmember Harvell, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2018-4006 a Conditional Use Permit request for a Mobile Food Court, on approximately 0.4 acres located at 203 First Street. The motion carried unanimously.

4. Presentation, possible action, and discussion regarding approval of Ordinance No. 2018-4007 annexing approximately 65 acres located in the City's ETJ on the west side of the City, generally located in the vicinity of Rock Prairie Road West, Holleman Drive South, and North Graham Road.

Lance Simms, Planning & Development Director, stated that this ordinance provides for the annexation of approximately 65 acres on the west side of the City. The City Council approved an ordinance establishing two public hearings and directing staff to prepare an annexation service plan for the area in January 2018. The two public hearings were held on 19 March and 22 March 2018.

The Planning & Zoning Commission heard this item on 15 February and voted 7-0 to recommend approval of the annexation. Staff also recommends approval of the ordinance.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Rektorik, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2018-4007 annexing approximately 65 acres located in the City's ETJ on the west side of the City, generally located in the vicinity of Rock Prairie Road West, Holleman Drive South, and North Graham Road. The motion carried unanimously.

5. Presentation, possible action, and discussion concerning adoption of Ordinance No. 2018-4008 authorizing the issuance of up to \$55,000,000 in principal amount of "City of College Station, Texas Certificates of Obligation, Series 2018"; delegating the authority to certain City Officials to execute certain documents relating to the sale of the certificates; approving and authorizing instruments and procedures relating to the certificates; and enacting other provisions relating to the subject.

Jeff Kersten, Assistant City Manager, stated that this issuance of up to \$55,000,000 is to fund various capital projects identified and approved as a part of the annual budget. The Certificates of Obligation proposed are to be issued for streets, parks, land for a future fire station, city hall design, information technology, electric, and water and wastewater system improvements; and debt issuance costs. General Government is approximately \$18,885,000; Utility Projects is approximately \$19,870,000; Estimated Debt Issuance cost of \$500,000; and the total debt issue is \$39,255,000.

Spencer Day, Assistant Vice President of Hilltops Securities, Inc., presented council the Series 2018 Certificates of Obligation Preliminary Statistic Rates and the Recent Texas City Tax-Exempt General Obligation Sales Comparisons.

Staff reviewed the impact of the Certificates on the City's ability to meet debt service requirements and the effect they may have on the ad valorem tax rate. This issue is not anticipated to impact the debt service portion of the ad valorem tax rate. The impact on the utility rates will be reviewed as part of the financial forecast and FY19 budget.

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 adopt Ordinance 2018-4008 authorizing the issuance of up to \$55,000,000 in principal amount of "City of College Station, Texas Certificates of Obligation, Series 2018"; delegating the authority to certain City Officials to execute certain documents relating to the sale of the certificates; approving and authorizing instruments and procedures relating to the certificates; and enacting other provisions relating to the subject. The motion carried unanimously.

6. Presentation, possible action, and discussion regarding contract 18300367 with JT Vaughn Construction, LLC as the Construction Manager at Risk for the College Station Police Headquarters project.

Erica Wozniak, Project Manager, City Manager's Office, stated as previously approved by Council, the Construction Manager at Risk delivery method is being utilized for the College Station Police Headquarters project. Staff received 12 proposals from Construction Management firms. Staff reviewed the proposals and completing a bid tabulation, 4 of the 12 firms were selected

for interviews. After interviewing these 4 firms, staff believes JT Vaughn Construction, LLC will provide the best value for the City of College Station in regards to the new Police Headquarters project. The total project budget is \$28,000,000.00 and \$25,000,000.00 of that amount is available for construction costs.

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 contract 18300367 with JT Vaughn Construction, LLC as the Construction Manager at Risk for the College Station Police Headquarters project. The motion carried unanimously.

7. Presentation, possible action, and discussion regarding an appointment to the Research Valley Partnership (RVP).

No discussion made at this time, moved to May 14th Council Meeting.

8. 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.

Councilmember Harvell requested a report on how Community Services enforces our neighborhood regulations.

Mayor Mooney requested a future agenda item to revisit the naming of the former Arts Council facility.

9. Adjournment.

There being no further business, Mayor Mooney adjourned the Regular Meeting of the City Council at 8:50 p.m. on Thursday, April 26, 2018.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

Legislation Details (With Text)

File #:	18-0219	Version:	1	Name:	IPS NG Parking Meter Agreement
Type:	Contract	Status:		Status:	Consent Agenda
File created:	3/16/2018	In control:		In control:	City Council Regular
On agenda:	5/14/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding a service and extended warranty contract with IPS Group, Inc. upgrading Northgate on-street single space parking meters for the one time fee of \$109,450 and for monthly on-going operating and credit card transaction fees related to parking meters not to exceed \$15,000 per year.				
Sponsors:	Debbie Eller				
Indexes:					
Code sections:					
Attachments:	Contract 18300444 - IPS Group, Inc.				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding a service and extended warranty contract with IPS Group, Inc. upgrading Northgate on-street single space parking meters for the one time fee of \$109,450 and for monthly on-going operating and credit card transaction fees related to parking meters not to exceed \$15,000 per year.

Relationship to Strategic Goals:

- Financially Sustainable City
- Core Services and Infrastructure
- Diverse Growing Economy

Recommendation(s): Staff recommends approval.

Summary: The utilization of parking meters in the Northgate District is designed to encourage turn-over for the businesses and provide a short-term parking option for patrons. The current on-street, single space MK3 parking meters were installed in March of 2013. The meter housing are failing due to constant exposure to extreme weather conditions and the Northgate environment. This contract includes retrofitting the meter assets and upgrading the mechanism to the new MK5 meter mechanisms. The MK5 meters are able to accept credit card and coin payments, have access to real-time parking meter data, solar powered technology, and the comprehensive web-based meter management system currently in use. There are currently 106 meters in operation. Nine meters will be held in inventory to be used as back-up.

The contract rate of \$109,450.00 is the turn-key price for the installation of the upgraded on-street parking meter system and includes a 4-year extended warranty. There will also be annual operating expenses for unlimited wireless communications and DMS Management Dashboard access of \$5.75 per meter per month and a credit card transaction fee of \$0.13 per transaction. This monthly

operating cost is expected not to exceed \$15,000.00 per year.

Budget & Financial Summary: The amount is currently budgeted in the FY 2018 Northgate Parking Fund.

Attachments:

Contract 18300444 - IPS Group, Inc.

**CITY OF COLLEGE STATION
MODIFIED GENERAL SERVICE CONTRACT**

This General Service Contract is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the “City”), and IPS Group, Inc. (the “Contractor”), for the following work: **parking meter upgrade, installation, implementation services, warranty, and extended warranty services** as described in the Scope of Services attached as **Exhibit “A”**.

**ARTICLE I
PAYMENT AND TERM**

1.1 Consideration.

a. Implementation Services. In consideration for the services performed in the Scope of Services and Contractor’s Completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **One Hundred Nine Thousand and Four Hundred Fifty Dollars and 00/ 100 Dollars (\$109,450.00)**.

b. Monthly Ongoing Fees. After the City accepts the services in **Exhibit “A”** the City will pay the Contractor monthly in consideration for monthly operating expenses and credit card transaction fees an amount not to exceed **Fifteen Thousand Dollars and 00/ 100 Dollars (\$15,000.00) per year**. The City agrees to amend the Agreement and increase the monthly ongoing fees amount if operation expenses and transaction fees exceed the stated amount.

1.2 City’s Payment and Approval. The City will pay Contractor as shown in **Exhibit “B”** Payment Schedule, for the services performed no later than **thirty (30)** calendar days from the date of the City’s receipt of the payment application and the City’s approval of the services. The City will accept the meters within ten (10) days after the City approves the meter installation and acceptance testing.

1.3 Term.

a. The Contractor must complete all the services described in the Scope of Services by **July 15, 2018**. The initial one year product warranty begins after the City accepts in writing the work and services in **Exhibit “A”**.

b. Extended Warranty Term. The Extended Warranty Term is four (4) years. The Extended Warranty Term begins after the initial one year product warranty expires. Any renewal must be in writing and executed by the parties.

c. Monthly Ongoing Fees Term. The initial Monthly Ongoing Fees Term is for one (1) year and will automatically renew for additional one (1) year terms.

1.4 Executed Contract. The “Notice to Proceed” will not be given nor shall any work commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.

ARTICLE II CHANGE ORDERS

2.1 Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

- (a) City Manager Approval.** When the original Contract amount plus all change orders is \$100,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$100,000. For such contracts, when a change order results in a total contract amount that exceeds \$100,000, the City Council of the City must approve such change order prior to commencement of the services or work; and
- (b) City Council Approval.** When the original contract amount plus all change orders is greater than \$100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000. For such contracts, when a change order exceeds \$50,000, the City Council of the City must approve such change order prior to commencement of the services or work. The sum of all change orders may not exceed 25% of the original contract amount.
- (c) Increase in Scope.** Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in Article I of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.
- (d) Dispute.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.1 Independent Contractor. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The Contractor shall be solely responsible for and have control over the means, methods, techniques and procedures, and for coordination of all portions of the work or services. Unless otherwise provided in the Contract, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work or services. In addition, at the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the work or services required by the Contract or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. The City will not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

3.2 Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work or services on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work or services on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

ARTICLE IV INSURANCE

4.1. The Contractor 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 Contractor, its officers, agents, volunteers, and employees.

4.2. The Contractor's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit "C"**. Throughout the term of this Agreement the Contractor must comply with the following.

- 4.3. Types.** Contractor shall have the following types of insurance:
- (a)** Commercial General Liability
 - (b)** Business Automobile Liability
 - (c)** Workers' Compensation

4.4. General Requirements Applicable to All Policies. The following General requirements applicable to all policies shall apply:

- (a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent
- (b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as Exhibit C; and shall be approved by the City before work begins
- (c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only
- (d) The City will accept only licensed Insurance Carriers 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

4.5. Commercial General Liability. The following Commercial General Liability requirements shall apply:

- (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 listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- (c) Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$15,000,000.00. 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 not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

4.6. Business Automobile Liability. The following Business Automobile Liability requirements shall apply:

- (a) Business Automobile 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 listing 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.

4.7. Workers' Compensation Insurance. The following Workers' Compensation Insurance shall include the following terms:

- (a) Employer's Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required
- (b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
- (c) 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"

ARTICLE V INDEMNIFICATION AND RELEASE

5.1 Indemnification. The Contractor shall indemnify, hold harmless, and defend the City, its Council members, officials, 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 or services done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

5.2 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

5.3 Limitation. In no case shall the Contractor's liability for the indemnity and release provided for in Paragraphs 5.1 and 5.2 exceed the proceeds derived from a claim against the Contractor's insurers as referred to in Article IV and Exhibit C.

ARTICLE VI GENERAL TERMS

6.1 Performance. Contractor, its employees, associates, or subcontractors shall perform all the work or services described in the Scope of Services in a good, workmanlike, and professional manner and in accordance with this Contract, and all applicable laws, codes, and regulations. Contractor shall be fully qualified and competent to perform the work or services. Contractor shall undertake and complete the work or services in a timely manner.

6.2 Termination. The City may terminate the Project and this Contract, at any time, for convenience with thirty (30) days' notice. Contractor shall be compensated for the work or services performed. Should the City terminate this Contract for convenience, the City shall pay Contractor for the work or services performed and expenses incurred before the date of termination.

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

6.4 Amendment. This Contract may only be amended by written instrument approved and executed by the parties.

6.5 Taxes. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

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

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

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

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

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

6.11 Agree to Terms. The parties state that they have read the terms and conditions of this Contract and agree to the terms and conditions contained in this Contract.

6.12 Effective Date. This Contract will be effective when it is signed by the last party making it fully executed.

6.13 Notice. Any official notice under this Contract will be sent to the following addresses:

CITY OF COLLEGE STATION

Attn: Eric Chapman
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
echapman@cstx.gov

IPS Group, Inc.

Attn: Sherry Fountain
7737 Kenamar Court
San Diego, CA 92121
sherry.fountain@ipsgroup.com

6.14 Severability. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Contract as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Contract or by reform by a court of competent jurisdiction.

6.15 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity.

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

6.17 Verification No Boycott Israel. To the extent this Contract is considered a contract for goods or services subject to § 2270.002 Texas Government Code, Contractor verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this contract.

List of Exhibits

- A. Scope of Services
- B. Payment Schedule
- C. Certificates of Insurance

IPS GROUP, INC.

By: DW.

Printed Name: BRIAN WEBBER

Title: GENERAL COUNSEL

Date: 04-18-2018

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A SCOPE OF SERVICES

The terms and conditions of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

Implementation Services:

Contractor will conduct a complete retrofit of all current on-street, single-space parking meter assets and install new MK5 meter mechanisms within the Northgate Entertainment District. The Contractor shall install their proprietary credit card enabled, single-space meter mechanism into new charcoal gray colored M90 style Meter Housings (installed by IPS Group Inc.). MK5 meters are to accept credit card and coin payments, have access to real-time parking meter data, solar power technology, and the comprehensive web-based meter management system. The final agreed-upon contract rate of **\$109,450.00** is the turn-key price for the installation of this on-street parking meter system.

Monthly Ongoing Fees:

The current annual estimated gateway/maintenance/data license fee of \$1,351.50 (\$12.75 per meter) monthly is discontinued. The operating expense – Unlimited Wireless Communications & DMS Management Dashboard Access (per meter per month) will be \$5.75 plus \$0.13 per credit card transaction (gateway). This will be billed monthly and not to exceed **\$15,000.00** per year.

Preparation:

Contractor will perform initial on-site visit with City staff to discuss the process for delivery, training, meter mechanism installation, housing installation and support. Additionally, Contractor will confirm that the new M90 style meter housings are compatible with the current yokes that are attached to the meter poles. As this is an upgrade from MK3 meters to MK5 meters, Contractor already has the required merchant account information for credit card processing, meter rates, locations, and all other information required to establish the meter configuration.

Product Delivery:

City will provide shipping address and location such that meters, housings and any other materials can be delivered FOB Destination, and stored before installation. Meters in boxes should be stored indoors or at least have covering from rain or other weather. City will receive freight or shipped boxes from freight carrier or forwarder. If this is not possible, City will notify IPS so that alternate arrangements can be made.

Training:

Contractor will come to the City and perform hands-on training for meter shop personnel, maintenance personnel, enforcement officers, and administrative staff to provide a thorough orientation of the new MK5 meters and the management software at a time arranged with the City. The training schedule will be coordinated by the IPS Project Manager and the City. Training is included in the pricing provided in this Contract and Contractor will provide the training as part of this Contract. At a minimum, the following training will be provided:

Detailed Outline of Training Plan:

1. Parking Meter Mechanism Training (2 hours -not to exceed 4 hours)
 - Installation
 - Basic Use, Operation and Maintenance
 - Diagnosing and Troubleshooting for 1st line maintenance
2. Management System Training (1 hour financial and 1 hour technical – each not to exceed 2 hours)
 - Accessing the Management System
 - Administration rights
 - Retrieving and Using Reports:
 - Financial
 - Credit Card Reconciliation
 - Coin Reconciliation
 - Overall System Financial Performance
 - Selected Area Financial Reporting
 - Technical
 - Maintenance Reports
 - Meter Status – Battery, Solar, etc.
 - Meter Fault Reports
 - Capturing Field Data
 - Meter Configuration
 - Remote Update of Meters

Training Manuals will be available during the training session and are also available online (as part of the management system) for download at any time. As updates to the training manuals are made, these are automatically available on the web-based management system.

Installation:

Contractor will supervise and complete the installation of all MK5 meter mechanisms and M90 style meter housings and will remain on-site until such time as all equipment is functioning correctly and in accordance with the operational parameters established by the City. Installation will take place during business hours or as requested by the City. Contractor will ensure that all meters are installed correctly, functioning properly, and are approved by the appropriate City personnel before payment is processed. Under no circumstances shall the scope or cost of these products or services increase.

Return of MK3 Meters:

The City will be getting a discount for the return of existing MK3 meter mechanisms. It will be the responsibility of the Contractor to package all existing MK3 meter mechanisms and ship them back to IPS Group Inc.'s desired destination before leaving College Station, TX.

System Implementation:

Under this Contract, all work completed by the Contractor will occur in a manner that complies with the City's operational requirements.

Below is an anticipated schedule of events based on the signing of a contract and approval to proceed from the City. The target dates provided below correspond to the issuance of a Notice to Proceed letter provided to Contractor upon receipt of a fully executed contract.

Implementation Schedule	Party	Target Timeline
Notice to Proceed (NTP)	City/IPS	TBD
Define & Map all Meter Installation Locations	City/IPS	30 days
Complete Meter Configuration Data Sheets	City/IPS	30 days
Complete Credit Card Processing Information	City/IPS	30 days
Meter Solution Implementation, Delivery	IPS	75 days
Meter Prep, Testing & Installation	City/IPS	Immediately following delivery
Meter Installation and City Acceptance Testing	IPS	90 days
On-Site Hardware Training of City/Parking personnel (1-2 days)	City/IPS	At the time of delivery and installation

Contractor will successfully implement this project given the earliest possible Notice to Proceed date after Contract is fully executed, and is confident in meeting the installation completion deadline of July 15, 2018. The Contractor shall not delay implementation of this project due to conflicts with any other on-going projects they have entered into or will enter into with other parties.

Warranty and Extended Warranty:

IPS will provide a limited warranty and an extended limited warranty for any new meter or sensor product manufactured and supplied by IPS for 12 months and the four (4) year extended warranty term. The warranty protects against defects in all materials and workmanship from the point of installation to the end of the extended warranty term. IPS does not cover defects caused by improper care or use, lack of preventative maintenance, and does not warranty any defects due to vandalism or other factors contained as a part of the Force Majeure clause below. If the extended warranty is terminated before the four (4) year term the City will receive a prorated refund of the extended warranty cost.

Additional Warranty and Extended Warranty Provisions: (1) IPS must have the opportunity to assist in the initial deployment and system installation. (2) Repair or replacement under warranty of any defective product (including any meter or subcomponent) does not extend the warranty period for that product or subcomponent. (3) IPS will either repair or replace products or subcomponents, at our discretion, that are found to be defective within the defined warranty period. (4) Returns for credit will only apply once IPS has received defective product (including any meter or subcomponent) and confirmed that defects were within the warranty period and are covered

under the terms and conditions of the warranty provided. (5) THE WARRANTIES CONTAINED IN THE CONTRACT DOCUMENTS ARE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES. THE FULL EXTENT OF THE CONTRACTOR'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT. CONTRACTOR AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT THE CONTRACTOR KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

Exclusions: (1) Warranty voided with use of imitation or non-genuine IPS replacement parts, unauthorized alterations, abuse, vandalism, improper handling or general misuse to the equipment (hardware or software), including attempted repairs that result in damage. (2) Force Majeure: IPS shall not be liable for any warranty provisions where such product failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or cellular telecommunication failures caused by any of the events or causes described above).

Preventative Maintenance (Meters): (1) Meters / sensors should be monitored via DMS for battery levels. (2) Meters surfaces should be kept clean with mild soap and water. (3) The card reader heads should be cleaned with a cleaning card every 3 months to ensure optimum performance. Cleaning cards may be purchased from IPS. (4) At 9-12 month increments, the coin validator shall be visually inspected for any damage or debris. Compressed air may be used to keep the card reader and coin acceptor clear of debris, every 9-12 months. (5) Additional preventative maintenance shall be administered by City staff at such time as it is apparent to be necessary, even if it should occur on a more frequent basis than described herein. (6) City, at its own cost and expense, shall keep the equipment in good repair, condition and working order after warranty expiration.

EXHIBIT B PAYMENT SCHEDULE

1. Implementation Services. Payment is a fixed fee in the amount listed in Section 1.1 (a) of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

Salesperson	Contract	Shipping Method for Delivery to City	Payment Terms	Delivery Date
SF		Ground - FOB Destination, Prepaid & Added (4-6 week ARO)	Net 30	TBA
Quantity	Item #	Description	Unit Price	Line Total
		MK5 Single Space Smart Meter		
115	IPSM5	MK5 Solar power, RFID Tag, Coin and Credit Card, 1 Year Warranty. Description: All New Single Space Parking Meter Mechanism (includes RFID card, 1 year warranty)	\$495.00	\$56,925.00
115	HOUS	All New M90 style Meter Housing (Zinc Top/Iron Vault), new expanded capacity cyclac coin boxes, charcoal gray powder paint, standard locks (new codes), standard wedges, (includes 3 sets of meter keys - 1 vault key, 1 upper housing key & 1 coin box key per set) (Additional keys \$35 per set)	\$255.00	\$29,325.00
115	SHIP	Estimated Shipping, Handling, Delivery for meters, housings, battery packs for meters.	\$15.00	\$1,725.00
		Trade-in for old M3's		
106	HOUS	Return of existing MK3 meter mechanism to IPS Group	-\$25.00	-\$2,650.00
106	SHIP	Estimated Shipping, Handling, for return of M3 meters.	\$0.00	\$0.00
		Recommended Spares		
30	SPARE	3 Cell Spare Battery Pack	\$30.00	\$900.00
1	SPARE	Battery Charging Assembly (11 meters per assembly)	\$115.00	\$115.00
3	SPARE	Box of Credit Card Cleaning Cards - Cost is \$40.00 per box. 3 boxes included at N/C with initial order	\$0.00	\$0.00
		Extended Warranty		
115	EXTW4	4 Year Extended Warranty	\$170.00	\$19,550.00
		Hardware and Installation Services		
1	INSTL	Installation and configuration of 106 New single space meters, the remainder will be used as spares - flat fee (includes travel and living expenses)	\$2,500.00	\$2,500.00
106	INSTL	Removal of old housings & installation of new housings	\$10.00	\$1,060.00
			One-Time Not to Exceed Total	\$109,450.00

2. Monthly Ongoing Fees. The Contractor must submit monthly invoices for monthly operating expenses and credit card transaction fees accompanied by an explanation of charges, fees, services, and expenses as required by Section 1.1 (b) of this Contract. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

Quantity	Item #	Description	Unit Price	Line Total
		Meter Fees		
106		Operating Expense - Unlimited Wireless Communications & DMS Management Dashboard Access (per meter per month)	\$5.75	Billed monthly for actual number in use
TBD		Credit Card Transaction fees (gateway)	\$0.13 per transaction	Billed monthly for actual number in use
			Annual Not to Exceed Total	\$15,000.00

EXHIBIT C
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2019

3/16/2018

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC License #0F15767 4275 Executive Square, Suite 600 La Jolla CA 92037 (858) 587-3100	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1377909 IPS Group, Inc. 7737 Kenamar Court San Diego CA 92121	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Fire Insurance Co of Hartford		20478
	INSURER B: The Continental Insurance Company		35289
	INSURER C: Indian Harbor Insurance Company		36940
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES IPSGR01**CERTIFICATE NUMBER:** 13533735**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	4034952942	3/19/2018	3/19/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Coll. \$1,000 ☒ Comp. \$1,000	Y	Y	6013847872	3/19/2018	3/19/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	N	N	4034952990	3/19/2018	3/19/2019	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y N/A	5093308451 (CA) 5093308496 (AOS)	3/19/2018 3/19/2018	3/19/2019 3/19/2019	☒ 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
C	Tech E&O / Network / Privacy / Media	N	N	MTP9032003	3/19/2018	3/19/2019	Each Occ. 5,000,000; Agg.: 5,000,000; Ded.: 100,000

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

RE: Various Projects & Contracts. The City of College Station, Its officers, agents, volunteers & employees are named as additional insured for GL and Auto per attached. Waiver of Subrogation applies as respects as respects General Liability and Workers Compensation per attached. Primary & Non-contributory language applies. Notice of Cancellation applies per attached letter or endorsement(s).

CERTIFICATE HOLDER**CANCELLATION** See Attachments**13533735**The City of College Station
1207 Texas Avenue
College Station TX 77842

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

AUTHORIZED REPRESENTATIVE

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

SCHEDULE

ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN
THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR
AGREEMENT.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour state in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective:

Endorsement Expiration Date:

Policy No: 5093308496

Policy Effective Date: 03/19/2017

Endorsement Underwriting Company: The Continental Insurance Company, 333 S. Wabash Ave, Chicago, IL 60604

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO

SCHEDULE**Name of Person or Organization:**

Any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us. You must agree to that requirement prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for the injury or damage. This injury or

damage must arise out of your activities under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

CNA

G-19160-B
(Ed. 11/97)

5093308451 (CA)

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One Workers' Compensation Insurance G. Recovery From Others** and **Part Two Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - \$1,443

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2.%

G-19160-B
(Ed. 11/97)

Page 1 of 1



April 2, 2018

The City of College Station

1207 Texas Avenue
College Station, TX 77842

Re: Notice of Cancellation Clause

To Whom It May Concern:

As a service to our valued client, Lockton will provide at least thirty (30) days notice of cancellation to the certificate holder listed on the attached Acord 25 certificate of insurance should any of the policies described on the attached certificate be 1) cancelled by the insurer, other than for non-payment of premium (10 day notice for non-payment/non-reporting), and 2) cancelled more than 30 days prior to the expiration date of the policy (if such cancellation occurs less than 30 days prior to expiration, Lockton will provide as much prior notice as practicable).

If notice is mailed, proof of mailing notice to the certificate holder to the postal mailing address as shown in the schedule will be sufficient proof of notice.

Thank you and please contact our office if you have any questions.

Regards,

A handwritten signature in black ink, appearing to read "David Burgos". The signature is fluid and cursive.

David Burgos
Assistant Vice President
Lockton Insurance Brokers

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED COVERAGE ENDORSEMENT - BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1, Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest. The insurance afforded by the provision **A.2.**
 - a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
 - b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:
 1. Which are no longer in force; or
 2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraph A.2.a (2) and A.2.a.(4) are revised as follows:

1. In a. (2), the limit for the cost of bail bonds increased from \$2,000 to \$5,000 and
2. In a. (4), the limit for the loss of earnings is increased from \$250 to \$500 a day

C. Fellow Employee

Section II, Paragraph B. 5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage - Hitting A Bird or Animal -Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.**:

C. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

D. Loss of Use Expense

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, provided:

- a. \$1,000 maximum, in lieu of \$600.

E. Personal Property

The following is added to **Section III, Paragraph A.4.**

- c. We will pay up to \$500 for loss to **Personal Property which is:**

- (1) Owned by an "insured" and
- (2) In or on the covered "auto"

F. Rental Reimbursement

The following is added to **Section III, Paragraph A.4.**:

- d. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible apply to this coverage.

1. We will pay only for those expense incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- (a) The number of days reasonably required to repair or replace the covered "auto"; or
- (b) 15 days.

2. Our payment is limited to the lesser of the following amounts:

- (a) Necessary and actual expenses incurred; or
- (b) \$25 per day subject to a maximum of \$375.

3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations. 4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

G. Hired "Autos"

The following is added to **Section III, Paragraph A.**:

5. Hire "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employees" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos"
- e. Such physical damage coverage for hired "autos" will:

- (1) Include loss of use, provided it is the consequences of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
- (2) Such coverage as is provided by provision **G.e.(1)** will be subject to a limit of \$750 per "accident"

H. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown

I. Electronic Equipment

Section III, Paragraph B.4.c. and B.4.d. are deleted and replaced by the following:

- c.** Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.
- d.** A \$100 per occurrence deductible applies to the coverage provided by this provision.

J. Diminution In Value

The following is added to **Section III, Paragraph B.6**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a.** Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b.** Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's name, with your permission, while performing duties related to the conduct of your business.
- c.** Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d.** The most we will pay for "loss" to a covered "auto" in any accident is the lesser of:
 - (1)** \$5,000; or
 - (2)** 20% of the "auto" actual cash value (**ACV**)

III. Driver Other Car Coverage -Executive Officers

The following is added to **Sections II and III:**

- 1.** Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a.** An "auto" owned by that "executive officer" or member of that person's household; or
 - b.** An "auto" owned by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos". Such liability and/or Physical Damage Coverage as is afforded by this provision will be:
 - (1)** Equal to the greatest of those coverages afforded any covered "auto"; and
 - (2)** Excess over any other collectible insurance.
- 2.** For purpose of this provisions, "executive officer" means a person holding any of the officers positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that persons spouse. Such "executive officers" are "insured" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In the Event of Accident, Claim, Suite or Loss

The following is added to **Section IV, Paragraph A.2.a.**

- (4)** Your "employees" may know of an "accident" or "loss". This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**

(6) Your "employees" may know of documents received concerning a claim or "suit". This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

Section IV, Paragraphs 7.(5).(a) is revised to provide:

a. 45 days of coverage in lieu of 30 days

V. Definitions

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily Injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

CNA Technology General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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18. Supplementary Payments
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20. Unintentional Failure To Disclose Hazards
21. Waiver of Subrogation – Blanket

1. ADDITIONAL INSURED

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**, for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

- a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- b. the construction, erection, or removal of elevators; or
- c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

- a. the **Named Insured's** acts or omissions; or
- b. the acts or omissions of those acting on the **Named Insured's** behalf, in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

- a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
- b. any express warranty unauthorized by the **Named Insured**;
- c. any physical or chemical change in any product made intentionally by such person or organization;
- d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
- g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
- h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs **d.** or **f.** above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

3. This Paragraph **J.** also does not apply:

- a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;
- b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor

c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor

2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:

a. this **Coverage Part** provides such coverage;

b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage;
and

c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**, qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage**

Part.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insureds** should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi *in rem* action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or

volunteer workers in the rendering of:

a. professional health care services on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

• the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;
when such **bodily injury** arises out of a **health care incident**.

• the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor
- the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date,

and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph **(6)** of the **Damage to Property** exclusion and replace it with the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

C. LIMITS OF INSURANCE is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and

b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$500,000. unless a different Damage to Premises Rented to You Limit is shown in the Declarations.

D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily

occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

E. This Provision 11. does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

12. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: @@@@ @@@@ @@@@ @@@@; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

- (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident;
and
This Paragraph B. does not apply to medical expenses incurred in the state of Missouri.

13. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

- 1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- 2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
- 3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

(1) that the **Insured** would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:

(a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and

(b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled

Exclusions is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and

(6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled

Exclusions is amended to delete subparagraphs **(3)** and **(4)** of the Exclusion entitled **Damage to Property**, but

only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if

such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of

\$25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage, and this limit:

A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and

B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1.** the **Named Insured's** ongoing operations; or
- 2.** **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1.** is in effect or becomes effective during the term of this **Coverage Part**; and
- 2.** was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Legislation Details (With Text)

File #:	18-0276	Version:	1	Name:	Construction Contract # 18300391 Parks Improvements
Type:	Presentation	Status:			Consent Agenda
File created:	4/11/2018	In control:			City Council Regular
On agenda:	5/14/2018	Final action:			
Title:	Presentation, possible action, and discussion on a construction contract with Jamail and Smith Construction, LP, in the amount of \$128,736.11 for improvements to Gabbard Park.				
Sponsors:	Kelly Kelbly				
Indexes:					
Code sections:					
Attachments:	REV 1 COCS GABBZRD PARK FENCE FISH PIER WALK BRIDGE				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a construction contract with Jamail and Smith Construction, LP, in the amount of \$128,736.11 for improvements to Gabbard Park.

Relationship to Strategic Goal: Neighborhood Integrity; Diverse Growing Economy

Recommendation(s): Staff recommends approval and award of the construction contract with Jamail and Smith, LP for the replacement of the fence, fishing pier, and walking bridge in the amount of \$128,736.11, and sixty (60) construction days.

Summary: The proposed construction project includes removal of the existing concrete fence and replacement with a new wrought iron fence, repairs to a fishing pier, and repairs to an existing walking bridge within Gabbard Park.

Budget & Financial Summary: Jamail and Smith, LP; a Job Order Contractor vendor, was asked to submit quotes for the removal and installation of new fence, repairs to the fishing pier, and walking bridge. Job Order Contractors vendors have been competitively procured, so members automatically have compliance with Texas local and state procurement requirements. Funds are available from the Parkland Dedication, Zone 6.

Attachments:

1. Work Proposal
2. Construction Contract with Jamail and Smith Construction, LP (on file in the City Secretary's Office)



Work Order Number
JOC# JLN

Job Order Contract (JOC) Detail

Project Name:	COCS-Gabbard Park Fence & Fishing Piers		TEA#	
Project Contact:	Rusty Warncke	Phone:	979-764-3731	
Project Description	Install new 4' wrought iron fence Replacement of Fishing Pier #1 & Walk Bridge #1			
Estimated Cost:	\$ 128,736.11	Dated: 2/15/18		
Summary of Work Scope:	See attached			
Estimated Start Date:	3/20/18	Estimated Completion Date:	5/18/18	
Approval Signatures:				
Jamail & Smith Construction:				
College Station-PM:				
College Station-CFM:				

Attachment: Detailed Estimate including Scope of Work

Rusty Warneke
College Station Parks & Recreation
1000 Krenk Cap Rd.
College Station, Texas 77842

February 15, 2018

Attn: Mr. Warneke,

Subject: COCS/Parks-Gabbard Park Fence & Fishing Pier Replacement

We are pleased to provide A Buy-Board proposal using RS Means based on our scope below

Scope of Work

1. Demo of the existing concrete fencing which will include the 5" x 4' concrete post and the 2"x 6"x 6'rails and haul off from site
2. Provide and install new Ameristar Fence per the attached detail sheet
3. We will provide opening of 5' for walk through
4. Wrought iron fence will be powder coated black and 4' tall with gates to match same height
5. Fishing Pier #1 remove all of the old decking and handrails
6. Remove trusses from under old decking
7. Provide additional drive piers and new trusses on 16" centers for new decking materials
8. Provide and install new PVC deck boards with PVC coated 4"x 4"post and PVC railings
9. Pier to be finished off flush with existing sidewalk
10. Walk Bridge #1 remove all of the existing walk boards and haul off site
11. Install new 2"x 8" PVC boards from one end to the other
12. New walk boards to be screwed off each side and down center brace of bridge using a coated deck screws

Excluded

1. Removed Fishing Pier #2 from proposal
2. Removed Walk Bridge #2 from proposal

We are available for review of this estimate at your convenience. Should you have any questions or need additional information please do not hesitate to contact Ed McKinzie at 281-901-5893.

Base Bid	\$ 126,211.68
2% Bond	\$ 2,524.23
Total	\$ 128,736.11

Break Down of projects

Wrought Iron Fence	\$ 81,924.46
Fishing Pier #1	\$ 35,447.80
Walk Bridge #1	\$ 8,839.62

Note that all supervision time is and facilities is in the overall cost so if we don't except total package and just take one or two projects we will need to add to break down cost in each proposal.

Very truly yours,
Jamail & Smith Construction



Ed McKinzie
Sr. Project Manager

Attachments:
College Station CX job number cover sheet

Estimator: Sr. Estimator Val Bankston

Summary of tagged estimates...

Division Summary (MF04)

01 - General Requirements	\$35,500.00
02 - Existing Conditions	\$45,000.00
03 - Concrete	\$7,705.00
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	\$36,313.57
07 - Thermal and Moisture Protection	
08 - Openings	
09 - Finishes	\$20,400.00
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

Totalling Components

Priced Line Items	\$204,656.87
RSMeans HOUSTON, TX CCI (Current) (-11.9000%)	\$(24,354.17)

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$86,705.03
Labor:	\$96,642.42
Equipment:	\$21,309.43
Other:	\$(0.01)
Labourhours:	850.52
Green Line Items:	\$0.00

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	\$59,738.30
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternate	
Trades	
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$204,656.87

2014 Buy Board JOC Jamail Standard (-30.0000%)	\$(54,090.82)
Nonpriced Line Items	

Priced/Non-Priced

Total Priced Items:	29	\$204,656.87	
Total Non-Priced Items:	0	\$0.00	0.00%

\$204,656.87

Grand Total

\$126,211.88

Fishing Pier #1

Revised Scope

Final Estimate

Estimator: Sr. Estimator Val Bankston

CSP&R Fishing Pier #1 Replacement

Division Summary (MF04)

01 - General Requirements	\$17,750.00
02 - Existing Conditions	\$7,350.00
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	\$32,379.82
07 - Thermal and Moisture Protection	
08 - Openings	
09 - Finishes	
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

Totalling Components

Priced Line Items	\$57,479.82
RSMeans HOUSTON, TX CCI (Current) (-11.9000%)	\$(6,840.10)

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$26,211.50
Labor:	\$31,268.32
Equipment:	\$0.00
Other:	\$0.00
Laborhours:	201.59
Green Line Items:	\$0.00

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternate	
Trades	
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$57,479.82

2014 Buy Board, JOC, Jamail Standard (-30.0000%)	\$(15,191.92)
Nonpriced Line Items	

Priced/Non-Priced

Total Priced Items:	14	\$57,479.82	
Total Non-Priced Items:	0	\$0.00	0.00%
	14	\$57,479.82	

Estimate Grand Total

\$35,447.80

Revised Scope

Final Estimate

Estimator: Sr. Estimator Val Bankston

CSP&R Fishing Pier #1 Replacement

Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-31-13-20-0200 Field personnel, project manager, average	Week	2.0000	\$3,700.00	\$7,400.00	RSM15FAC L, O&P
2	01-31-13-20-0260 Field personnel, superintendent, average	Week	3.0000	\$3,450.00	\$10,350.00	RSM15FAC L, O&P
01 - General Requirements Total					\$17,750.00	
02 - Existing Conditions						
3	02-41-19-19-0840 Selective demolition, rubbish handling, the following are to be added to the demolition prices. Dumpster, weekly rental, includes one dump per week, 40 C.Y. capacity, 10 tons	Week	3.0000	\$850.00	\$2,550.00	RSM15FAC M, O&P
4	02-41-19-19-2040 Selective demolition, rubbish handling, the following are to be added to the demolition prices. Load, haul, dump and return, 0' to 100' haul, hand carried	C.Y.	80.0000	\$60.00	\$4,800.00	RSM15FAC L, O&P
02 - Existing Conditions Total					\$7,350.00	
06 - Wood, Plastics, and Composites						
5	06-05-05-10-4200 Selective demolition wood framing, joists, 2" x 4"	L.F.	868.0000	\$0.99	\$859.32	RSM15FAC L, O&P
6	06-05-05-10-4230 Selective demolition wood framing, joists, 2" x 6"	L.F.	1,300.0000	\$1.02	\$1,326.00	RSM15FAC L, O&P
7	06-05-05-10-4240 Selective demolition wood framing, joists, 2" x 8"	L.F.	500.0000	\$1.05	\$525.00	RSM15FAC L, O&P
8	06-05-05-10-5400 Selective demolition wood framing, posts, 4" x 4"	L.F.	400.0000	\$1.23	\$492.00	RSM15FAC L, O&P
9	06-05-23-50-0800 Wood screws, #10, 3" long, steel	C	65.0000	\$9.75	\$633.75	RSM15FAC M, O&P
10	06-05-23-60-1400 Timber connectors, joist and beam hangers, galvanized, 18 gauge, 2" x 6" to 2" xEa. 10" j		75.0000	\$5.25	\$393.75	RSM15FAC M, L, O&P
11	06-51-13-12-1325 Structural plastic lumber, plastic lumber, posts or columns, 4" x 6" New plastic posts for bridge support posts and deck support posts	L.F.	400.0000	\$19.00	\$7,600.00	RSM15FAC M, L, O&P
12	06-51-13-12-1384 Structural plastic lumber, plastic lumber, joists, 2" x 6" New boards for decking and joists at well house	L.F.	1,300.0000	\$7.95	\$10,335.00	RSM15FAC M, L, O&P
13	06-51-13-12-1386 Structural plastic lumber, plastic lumber, joists, 2" x 8" New joists under decking at bridge	L.F.	500.0000	\$9.95	\$4,975.00	RSM15FAC M, L, O&P

Revised Scope

Final Estimate

Estimator: Sr. Estimator Val Bankston			CSP&R Fishing Pier #1 Replacement			
06 - Wood, Plastics, and Composites						
Item	Description	UM	Quantity	Unit Cost	Total	Book
14 06-51-13-12-1396	Structural plastic lumber, plastic lumber, railings and trim, 2" x 4"	L.F.	800 0000	\$6.55	\$5,240.00	RSM15FAC
	New hand rails at well house deck					M. L. O&P
06 - Wood, Plastics, and Composites Total					\$32,379.82	

Estimate Grand Total **35,447.80**

Walk Bridge #1

Revised Scope

Final Estimate

Estimator: Sr. Estimator Val Bankston

CSP&R Bridge #1

Division Summary (MF04)

01 - General Requirements	\$7,150.00
02 - Existing Conditions	\$3,250.00
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	\$3,933.75
07 - Thermal and Moisture Protection	
08 - Openings	
09 - Finishes	
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

Totalling Components

Priced Line Items	\$14,333.75
RSMeans HOUSTON, TX CCI (Current) (-11.9000%)	\$(1,705.72)

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$4,141.75
Labor:	\$10,192.00
Equipment:	\$0.00
Other:	\$0.00
Laborhours:	48.40
Green Line Items:	\$0.00

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternate	
Trades	
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$14,333.75

2014 Buy Board JOC Jamail Standard (-30.0000%)	\$(3,788.41)
Nonpriced Line Items	

Priced/Non-Priced

Total Priced Items:	7	\$14,333.75	
Total Non-Priced Items:	0	\$0.00	0.00%
	7	\$14,333.75	

Estimate Grand Total

\$8,839.62

Revised Scope

Final Estimate

Estimator: Sr. Estimator Val Bankston

CSP&R Bridge #1

Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-31-13-20-0200 Field personnel, project manager, average	Week	1.0000	\$3,700.00	\$3,700.00	RSM15FAC L, O&P
2	01-31-13-20-0260 Field personnel, superintendent, average	Week	1.0000	\$3,450.00	\$3,450.00	RSM15FAC L, O&P
01 - General Requirements Total					\$7,150.00	
02 - Existing Conditions						
3	02-41-19-19-0840 Selective demolition, rubbish handling, the following are to be added to the demolition prices. Dumpster, weekly rental, includes one dump per week, 40 C.Y. capacity, 10 tons	Week	1.0000	\$850.00	\$850.00	RSM15FAC M, O&P
4	02-41-19-19-2040 Selective demolition, rubbish handling, the following are to be added to the demolition prices. Load, haul, dump and return, 0' to 100' haul, hand carried	C.Y.	40.0000	\$60.00	\$2,400.00	RSM15FAC L, O&P
02 - Existing Conditions Total					\$3,250.00	
06 - Wood, Plastics, and Composites						
5	06-05-05-10-4240 Selective demolition wood framing, joists, 2" x 8"	L.F.	300.0000	\$1.05	\$315.00	RSM15FAC L, O&P
6	06-05-23-50-0800 Wood screws, #10, 3" long, steel	C	65.0000	\$9.75	\$633.75	RSM15FAC M, O&P
7	06-51-13-12-1386 Structural plastic lumber, plastic lumber, joists, 2" x 8" New joists under decking at bridge	L.F.	300.0000	\$9.95	\$2,985.00	RSM15FAC M, L, O&P
06 - Wood, Plastics, and Composites Total					\$3,933.75	

Estimate Grand Total

8,839.62

Wrought Iron Fencing

Revised Scope

Final Estimate

Estimator: Sr. Estimator Val Bankston

CSP&R Gabbard Park Fencing

Division Summary (MF04)

01 - General Requirements	\$10,600.00
02 - Existing Conditions	\$34,400.00
03 - Concrete	\$7,705.00
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	
08 - Openings	
09 - Finishes	\$20,400.00
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

Totalling Components

Priced Line Items	\$132,843.30
RSMeans HOUSTON, TX CCI (Current) (-11.9000%)	\$(15,808.35)

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$56,351.78
Labor:	\$55,182.10
Equipment:	\$21,309.43
Other:	\$(0.01)
Laborhours:	600.53
Green Line Items:	\$0.00

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	\$59,738.30
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternate	
Trades	
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$132,843.30

2014 Buy Board JOC Jamail Standard (-30.0000%)	\$(35,110.49)
Nonpriced Line Items	

Priced/Non-Priced

Total Priced Items:	8	\$132,843.30	
Total Non-Priced Items:	0	\$0.00	0.00%
	8	\$132,843.30	

Estimate Grand Total

\$81,924.46

Revised Scope

Final Estimate

Estimator: Sr. Estimator Val Bankston

CSP&R Gabbard Park Fencing

Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-31-13-20-0200 Field personnel, project manager, average	Week	1.0000	\$3,700.00	\$3,700.00	RSM15FAC L, O&P P
2	01-31-13-20-0260 Field personnel, superintendent, average	Week	2.0000	\$3,450.00	\$6,900.00	RSM15FAC L, O&P P
01 - General Requirements Total					\$10,600.00	
02 - Existing Conditions						
3	02-41-13-90-0800 Selective demolition, retaining walls, concrete cribbing, 12' high, open or closed	S.F.	1,600.0000	\$21.50	\$34,400.00	RSM17eFAC L, E, O&P P
	Demo 1200lf x 4' tall concrete fence. 1200 x 4' =4800sf / 3 (for line adjustment)= 1600 sf					
02 - Existing Conditions Total					\$34,400.00	
03 - Concrete						
4	03-30-53-40-3850 Concrete in place, including forms, 4 uses, Grade 60 rebar, portland cement Type I, placement and finishing unless otherwise indicated, footings, spread, 3000 PSI, over 5 C.Y.	C.Y.	23.0000	\$335.00	\$7,705.00	RSM17eFAC M, L, E, O&P P
	200 post hole for fence posts 3cper hole x 200=600cf/27=23 cf					
03 - Concrete Total					\$7,705.00	
09 - Finishes						
5	09-91-23-62-0600 Electrostatic painting, in shop, irregular surfaces (furniture, door frames, etc.), one	S.F.	4,800.0000	\$4.25	\$20,400.00	RSM17eFAC M, L, O&P P
	Powder coat 122lf of 4ft tall picket fencing					
09 - Finishes Total					\$20,400.00	
32 - Exterior Improvements						
6	32-31-13-30-7925 Fence, chain link, gates & posts, auger fence post hole, 3' deep, medium soil, by Ea.		200.0000	\$17.20	\$3,440.00	RSM17eFAC L, E, O&P P
	1200 lf / 6=200each					
7	32-31-19-10-5700 Decorative fence, includes excavation, staggered picket, 1-9/16" posts, 4' high	L.F.	1,200.0000	\$45.50	\$54,600.00	RSM17eFAC M, L, E, O&P P
	New 4' tall AmeriStar fencing					
8	32-31-19-10-6200 Decorative fence, includes excavation, gates, 4' high, 3' wide	Ea.	3.3300	\$510.00	\$1,698.30	RSM17eFAC M, L, O&P P
	2 gates 5ft wide and 4 ft tall					

Revised Scope

Final Estimate

Estimator: Sr. Estimator Val Bankston		CSP&R Gabbard Park Fencing			
32 - Exterior Improvements					
Item	Description	UM	Quantity	Unit Cost	Total Book
32 - Exterior Improvements Total					\$59,738.30
Estimate Grand Total					81,924.46



Legislation Details (With Text)

File #:	18-0280	Version:	1	Name:	Professional Services Contract Renovations and Rebuild of Existing Park Structures
Type:	Presentation	Status:			Consent Agenda
File created:	4/16/2018	In control:			City Council Regular
On agenda:	5/14/2018	Final action:			
Title:	Presentation, possible action, and discussion on a professional services contract with Hawkins Architecture in the amount of \$199,410 for the renovations and rebuild of park structures located in Bee Creek Park and Stephen C. Beachy Central Park.				
Sponsors:	Kelly Kelbly				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a professional services contract with Hawkins Architecture in the amount of \$199,410 for the renovations and rebuild of park structures located in Bee Creek Park and Stephen C. Beachy Central Park.

Relationship to Strategic Goal: Community Integrity; Diverse Growing Economy

Recommendation(s): Staff recommends approval and award of the professional services contract with Hawkins Architecture for architectural services regarding the renovations and rebuild of the Bee Creek Softball Concession building, Stephen C. Beachy Central Park Pavilion, and Central Park's current Athletic Restroom.

Summary: The proposed professional services contract will include project evaluation, conceptual design, design development, final design and documentation, bidding, and construction services for Bee Creek Park and Stephen C. Beachy Central Parks.

This approach will resolve issues with current ADA noncompliance, inadequate restroom facilities, storage, and maintenance problems at both Bee Creek and Central Park.

Budget & Financial Summary: Eleven (4) Request for Proposals were opened on December 20, 2017. The evaluation of all four proposals was concluded on January 4, 2018 by Parks and Capital Project staff, with design fee negotiations starting soon after. Budget for these projects is included in the Parks Capital Improvement Projects Fund.

Attachments:

1. Contract with Hawkins Architecture. (on file in the City Secretary's Office)



Legislation Details (With Text)

File #:	18-0294	Version:	1	Name:	Fire Light Rescue Response Vehicle Purchase
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	4/20/2018	In control:		In control:	City Council Regular
On agenda:	5/14/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on a purchase order and proposal (RFP 18-062) from Fouts Brothers Inc. to purchase one (1) Light Rescue Response Vehicle for \$124,722.				
Sponsors:	Jonathan McMahan				
Indexes:					
Code sections:					
Attachments:	18203863- Fouts Brothers Inc. RFP 18-062 Truck Design				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a purchase order and proposal (RFP 18-062) from Fouts Brothers Inc. to purchase one (1) Light Rescue Response Vehicle for \$124,722.

Relationship to Strategic Goals:

- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the proposal and purchase order to Fouts Brothers Inc for the purchase of one (1) Light Rescue response vehicle.

Summary: One (1) sealed request for proposal was received and opened on April 10, 2018. The proposal was evaluated on cost, ability to meet specifications, delivery time, warranty and references. Only one proposal was received meeting all specifications. The proposed vehicle is under the budgeted amount.

Budget & Financial Summary: Funds for this purchase are budgeted in FY18 Budget.

Attachments: Purchase Order and Truck Design



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

05/01/2018 16:05
bwhittenton

City of College Station, TX
PURCHASE ORDER CURRENT LIST

P
poentpst 1

Purchase Order Type NORMAL Fiscal Yr 2018 08 PO# 18203863
Batch BSW PO Date 05/01/2018
Requisition 00000000
Department Code FDS Fire Department
Allocation Code 000000000
Buyer ID bwhittenton Brandi Whittenton
Needed By Date 11/10/2018
General Commodity
Vendor 004392 FOUTS BROTHERS INC
2158 ATLANTA RD SE

Ship To Address FDS SMYRNA, GA 30080
FIRE DEPARTMENT ADMINISTRATION
PO Box 9960
300 Krenek Tap Rd
College Station, TX 77842

Ship To Email
Ship To Reference
Shipping Method FOB 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 Purchase of F550 Light Duty Rescue Response Vehicle
Special Handling NONE Status Allocated Distribution 1
Contract
Review Code BW Brandi Whittenton, Buyer

Total PO Amount \$124,722.00
Liquidated \$ 0.00
Canceled \$ 0.00
Open Encumbrance \$124,722.00

General Notes

Prices, terms, conditions and specifications of RFP No. 18-062 shall apply to t

Line Item Details

Line	001	Commodity	Reg	Qty	1.00	UOM	EACH	Unit Price	124722.00000
% Disc	0.00	Credit	0.00	Freight	0.00				

Qty Received	0.00	Line Item Total	\$124,722.00
Qty Canceled	0.00	Liquidated	\$ 0.00
		Canceled	\$ 0.00
		Line Item Open Encumbrance	\$124,722.00

Description

Purchase of one (1) 20109 F550 Light duty
rescue response vehicle. As Per RFP 18-062

Department	FDS	1099 Box	Capital AssetY	Needed By 11/10/2018
Quote	Bid			



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

05/01/2018 16:05
bwhittenton

City of College Station, TX
PURCHASE ORDER CURRENT LIST

P²
poentpst

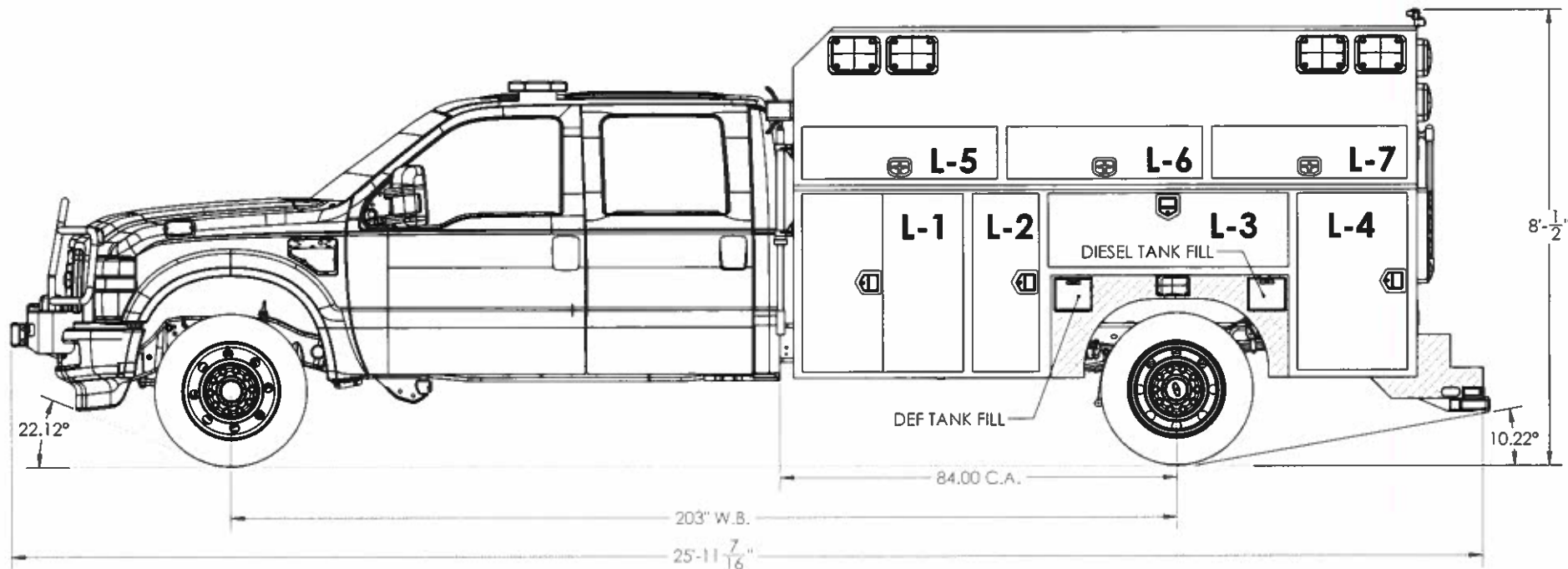
Allocation Details		Proj	Description	Encumbered Amt	Bud
Org	Obj				
22259100	5720		ERF-ND-Exp-Cap-Veh	\$124,722.00	U
			Liquidated	\$ 0.00	
			Canceled	\$ 0.00	
			Allocated Open Encumbrance	\$124,722.00	

USER DEFINED FIELDS

Bid/RFP Number: 18-062
Legacy PO Number:
Purchasing Co-op:

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

REVISIONS			
REV.	DESCRIPTION	DATE	APPROVED
A	INITIAL RELEASE	06-APR-18	BBH



CHASSIS	FORD F-550 CREW CAB
WHEELBASE	203"
CA	84"

PROPRIETARY AND CONFIDENTIAL
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PROHIBITED.

FOUTS BROS
ENGINEER
BBH

APPROV:
abc

TITLE: 11FT WALK IN RESCUE, COLLEGE STATION
DRIVERS SIDE

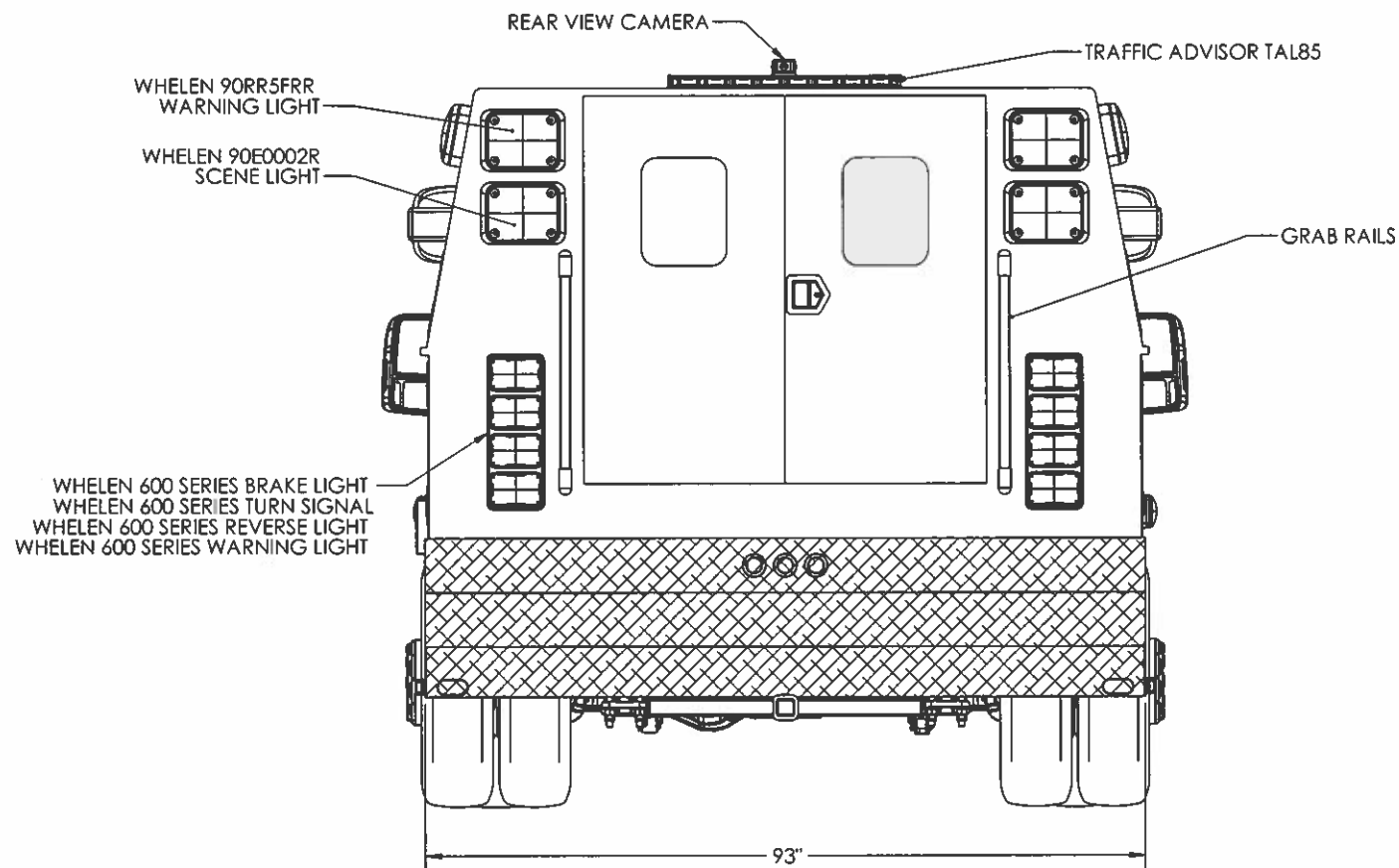
SIZE SCALE
B 1:22

RELEASED DATE: 6-APR-18

DRAWING NUMBER
2101-051

REV
A

SHEET
1 OF 3



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 ENGINEER BBH APROV abc

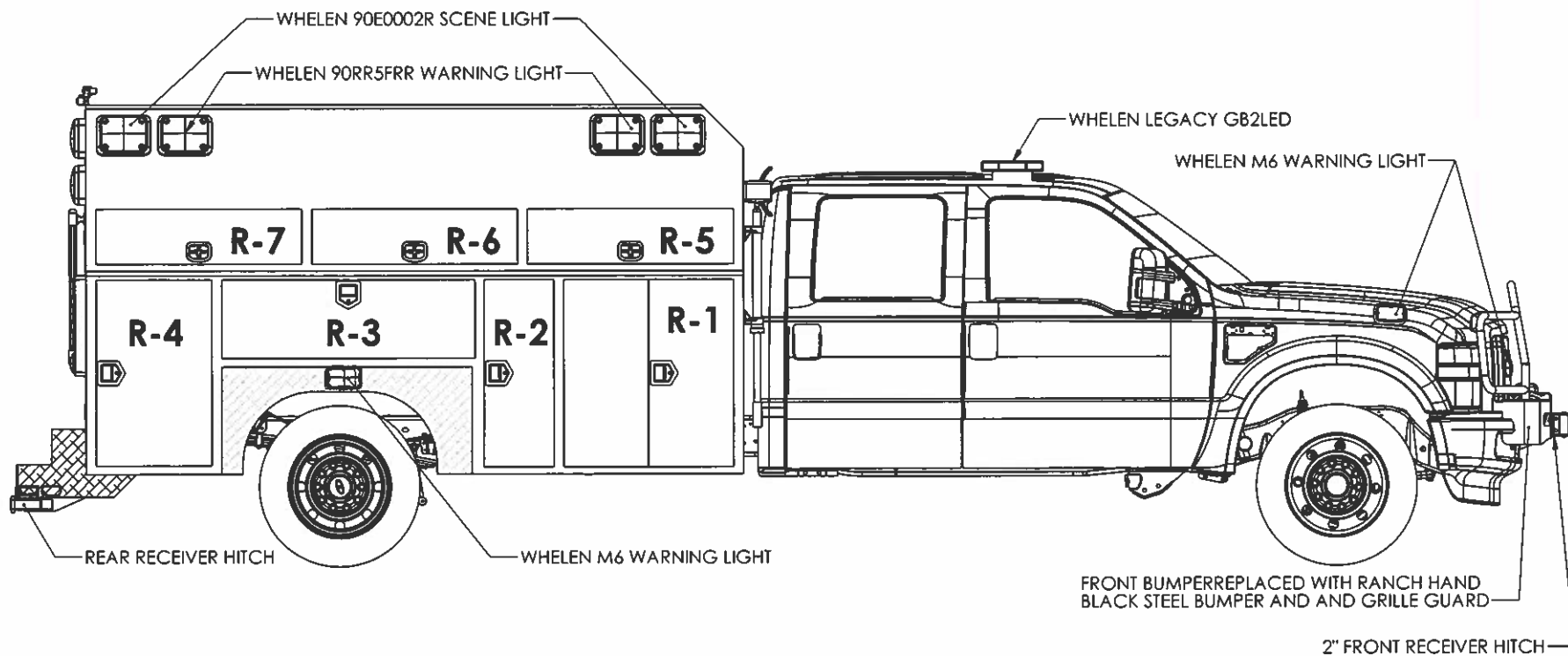
TITLE: 11FT WALK IN RESCUE, COLLEGE STATION
 REAR OF TRUCK

SIZE **B** **SCALE** 1:16

RELEASED DATE: 6-APR-18

DRAWING NUMBER
2101-051

REV **A** **SHEET** 2 OF 3



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FOUTS BROS
ENGINEER
BBH
APPROV
abc

TITLE: 11FT WALK IN RESCUE, COLLEGE STATION
PASSENGERS SIDE

SIZE SCALE
B 1:22

RELEASED DATE: 6-APR-18

DRAWING NUMBER
2101-051

REV SHEET
A 3 OF 3



Legislation Details (With Text)

File #:	18-0296	Version:	1	Name:	City of Grapevine ILA
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	4/20/2018	In control:		In control:	City Council Regular
On agenda:	5/14/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on approval of an Interlocal Agreement for cooperative purchasing activities between the City of College Station and the City of Grapevine.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	18300496 City of Grapevine ILA				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approval of an Interlocal Agreement for cooperative purchasing activities between the City of College Station and the City of Grapevine.

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

Recommendation(s): Staff respectfully recommends approval of the Interlocal Agreement.

Summary: This agreement would authorize the City of College Station and the City of Grapevine to jointly prepare bids and proposals for the purchase of goods and services. It also allows the Cities to piggyback each other's bids and contracts when in our best interest. Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract, to the greatest possible extent, with one another and with agencies of the state to perform governmental functions or services including administrative functions normally associated with the purchase of necessary equipment, supplies and services.

Budget & Financial Summary: No expenses will be incurred to approve the Interlocal Agreement. Future savings may be realized through economies of scale in administrative, advertising and other purchasing costs.

Reviewed and Approved by Legal: Yes

Attachments: Contract 18300496 - ILA with the City of Grapevine

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION
AND
THE CITY OF GRAPEVINE**

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, City of College Station and City of Grapevine desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, the City of College Station is a Home-Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement pursuant to ARTICLE II, SECTION 5 OF ITS CITY CHARTER;

WHEREAS, The City of College Station and City of Grapevine represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized.

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. City of College Station and City of Grapevine Purchasing Agents shall be authorized to jointly prepare bids, proposals, requests for qualifications and other procurement activity for the purchase of equipment, supplies, services, insurance, high technology, professional services and other expenditures that may be exempt from competitive bidding/proposals.

2. The Purchasing Agents shall fairly distribute the bids, proposals, requests for qualifications and other purchases to be made and the cost of advertising shall be borne equally by each entity, whenever joint purchasing is undertaken.
3. The City of College Station and City of Grapevine Purchasing Agents shall agree on who is responsible for all such administrative duties as may be necessary to lawfully facilitate processing and preparation of any bids, proposals and request for qualifications and other procurement activity as may be required for the purchase of any equipment, supplies, services, insurance, high technology, professional services and other expenditures that may be exempt from competitive bidding/proposals. The City of College Station and City of Grapevine shall share equally any and all cash rebates related to any joint purchases pursuant to this Agreement.
4. Each entity shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective entity.
5. Participation of either entity in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either entity from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
6. Each entity shall ensure that all applicable laws and ordinances have been satisfied.
7. **Effective Date and Term.** This Agreement shall be effective when approved by both parties, and will remain in full force and effect until the end of the current fiscal year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals. Notwithstanding this provision, any party may modify or terminate this Agreement as provided in Paragraph(s) 8 or 9.
8. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated approval of each governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.

9. **Termination.** By the City of College Station or City of Grapevine. This Agreement may be terminated at any time by the City of College Station or City of Grapevine, with or without cause, upon thirty (30) days written notice to the other parties in accordance with Paragraph 12 herein.
10. **Hold Harmless.** The City of College Station and City of Grapevine agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.
11. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
12. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

City of College Station: Fiscal Services - Purchasing Division
City of College Station
1101 Texas Ave.
P.O. Box 9960
College Station, Texas 77842

City of Grapevine Purchasing Department
City of Grapevine
501 Shady Brook Dr. Ste 108
Grapevine, TX 76051

13. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. Nor oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

14. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
15. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
16. **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
17. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.
18. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
19. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
20. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.
21. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
22. **Verification No Boycott Israel.** To the extent this Contract is considered a contract for goods or services subject to §2270.002 Texas Government Code, Consultant verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract.

CITY OF COLLEGE STATION

BY: _____
Mayor

DATE: _____

ATTEST:

City Secretary

APPROVED:

City Manager

City Attorney

Assistant City Manager/CFO

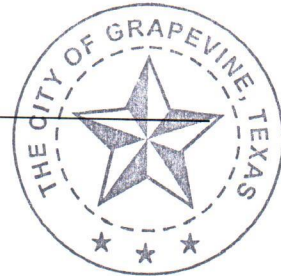
City of Grapevine

BY: _____
Jennifere Hibbs, Assistant City Manager

DATE: 4/18/18

ATTEST:

Chris Brooks



Legislation Details (With Text)

File #:	18-0298	Version:	1	Name:	Repaving Utility Cuts Contract
Type:	Renewal	Status:		Status:	Consent Agenda
File created:	4/24/2018	In control:		In control:	City Council Regular
On agenda:	5/14/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding renewal of an annual contract to Larry Young Paving for the repaving of utility cuts as needed for an amount not to exceed \$100,000.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Tabulation				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding renewal of an annual contract to Larry Young Paving for the repaving of utility cuts as needed for an amount not to exceed \$100,000.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of contract no. 17300379 (renewal no. 1) with Larry Young Paving.

Summary: On Wednesday, April 12, 2017 bids were opened for the Annual Repaving of Utility Cuts on city streets as needed. This contract will be for repaving asphalt paving for utility cuts including all labor, equipment, and materials. Traffic Control is included with the bid.

Two bids were received, one by Larry Young Paving in the amount of \$250.00 per ton. The second bid received by Lone Star Paving was for \$1,875.00 per ton. Based on the bids received, Larry Young Paving was the lowest responsible bidder. The contract was for a maximum of 400 tons annually, for a maximum amount of \$100,000.00 annually. This is the first renewal of two possible renewals.

Budget & Financial Summary: Funds are budgeted and available in the General Fund within the Operations Budget of the Streets Division.

Attachments:

1. Bid Tabulation
2. Contract on file at the City Secretary's office



City of College Station - Purchasing Division
 Bid Tabulation for #17-041
 "Annual Repaving of Utility Cuts
 on City Streets as Needed"
 Open Date: Wednesday, April 12, 2017 @ 2:00 p.m.

				Larry Young Paving College Station, TX	Lone Star Paving Austin, TX
ITEM	QTY	UNIT	DESCRIPTION		
GENERAL CONSTRUCTION ITEMS				UNIT PRICE	UNIT PRICE
1	400	Tons	Repaving Asphalt paving for utility cuts including all labor, equipment, and materials associated with repaving utility cuts in asphalt streets. Traffic Control included.	\$250.00	\$1,875.00
Total Price				\$100,000.00	\$750,000.00
Bid Certification				Y	Y
Bid Bond				Y	Y



Legislation Details (With Text)

File #:	18-0328	Version:	1	Name:	
Type:	Updates	Status:		Consent Agenda	
File created:	5/7/2018	In control:		City Council Regular	
On agenda:	5/14/2018	Final action:			
Title:	Presentation, possible action, and discussion regarding approval of the Brazos Valley Wide Area Communications System (BVWACS) Operating Budget for FY 2019 and authorizing the City's quarterly payments of approximately \$42,525.75 for an annual total not to exceed of \$170,103.03; and approval of the BVWACS Capital Equipment Replacement Reserve Fund Budget for FY 2019 and payment of the City's share not to exceed \$58,795.30.				
Sponsors:	Erin Provazek				
Indexes:					
Code sections:					
Attachments:	BVWACS FY19 Proposed Budget.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of the Brazos Valley Wide Area Communications System (BVWACS) Operating Budget for FY 2019 and authorizing the City's quarterly payments of approximately \$42,525.75 for an annual total not to exceed of \$170,103.03; and approval of the BVWACS Capital Equipment Replacement Reserve Fund Budget for FY 2019 and payment of the City's share not to exceed \$58,795.30.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary:

On August 22, 2013, Council approved the First Restatement of the ILA establishing the BVWACS and the ILA appointing the Brazos Valley Council of Governments (BVCOG) to act as the Managing Entity for the BVWACS. In accordance with the BVWACS ILA a Proposed Operating Budget and a Proposed Capital Equipment Replacement Reserve Fund Budget for FY 2019 was reviewed and approved by the Governing Board on April 20, 2018. Each of the BVWACS Parties (Bryan, College Station, Brenham, Washington County, BrazosCounty, Texas A&M University, Grimes County) has 30 days to review the proposed budgets. If any BVWACS Party does not agree with the proposed BVWACS Budgets as presented, it must provide the Governing Board with a detailed explanation of its issues with the draft Budget within 30 days after receipt.

Budget & Financial Summary:

If approved by Council, funding for the City's share of the BVWACS FY 2019 Operating Budget and Capital Equipment Replacement Reserve Fund Budget will be included in the Information Technology FY 2019 Operating Budget

Attachments:
BVWACS Budget

BVWACS FY2019 Proposed Budget

Description	FY2018	FY2019	FY18/19 Change
Capital Fund Contributions	\$ 310,131.13	\$ 206,754.09	(\$103,377.04)
Expenses			
Salary - System Manager	\$ 92,881.80	\$ 95,668.25	\$2,786.45
Salary - BVCOG Misc	\$ 6,210.00	\$ 6,427.35	\$217.35
Salary Total	\$ 99,091.80	\$ 102,095.60	\$3,003.80
Benefits Total	\$ 26,910.00	\$ 27,851.85	\$941.85
General, Administrative, & Maintenance Expense			
Consulting Fees *Other Admin*	\$ -	\$ -	\$0.00
Professional Fees *Other Admin*	\$ -	\$ -	\$0.00
Audit Expense *Other Admin*	\$ 2,181.90	\$ 2,266.99	\$85.09
Travel Expense	\$ 8,000.00	\$ 8,000.00	\$0.00
Maintenance, Motorola	\$ 173,211.72	\$ 179,178.45	\$5,966.73
Maintenance, Harris County	\$ 120,717.84	\$ 113,301.50	(\$7,416.34)
Maintenance, General *Contingency*	\$ 25,000.00	\$ 25,000.00	\$0.00
Supply Expense *Other Admin*	\$ -	\$ -	\$0.00
Copier Expense *Postage & Printing*	\$ 350.00	\$ 350.00	\$0.00
Maintenance, Data Connectivity	\$ 75,000.00	\$ 75,000.00	\$0.00
Telephone Expense	\$ 1,800.00	\$ 1,800.00	\$0.00
Postage Expense *Postage & Printing*	\$ 75.00	\$ 75.00	\$0.00
Insurance, General	\$ 6,000.00	\$ 6,000.00	\$0.00
Training and Meeting Expense *Other Admin*	\$ 2,750.00	\$ 2,750.00	\$0.00
General, Admin, & Maintenance Expense Total	\$ 415,086.46	\$ 413,721.94	(\$1,364.52)
Indirect			
Indirect Cost Expense	\$ 16,732.58	\$ 17,385.15	\$652.57
ISF			
Accounting Service ISF	\$ 8,675.65	\$ 9,014.00	\$338.35
System Administration ISF	\$ 9,766.60	\$ 10,147.50	\$380.90
Copy/Fax Service ISF	\$ 446.77	\$ 464.19	\$17.42
Human Resource Management ISF	\$ 7,376.90	\$ 7,664.60	\$287.70
Office Space ISF	\$ 7,273.00	\$ 7,556.65	\$283.65
Receptionist/Internet/Local Phone ISF	\$ 2,181.90	\$ 2,266.99	\$85.09
ISF Total	\$ 35,720.82	\$ 37,113.93	\$1,393.11
Annual Operating & Maintenance Total	\$ 593,541.66	\$ 598,168.48	\$4,626.82
Annual Operating, Maintenance, & Capital Total	\$ 903,672.79	\$ 804,922.57	(\$98,750.22)

FY2018 Allocations						
	Count	%	O&M	Capital	Total	
College Station	1001	31.48%	\$ 186,834.97	\$ 97,623.04	\$ 284,458.01	Annual (Includes Capital) Per Radio Per Radio/Year \$ 284.17 Per Radio/Month \$ 23.68
Bryan	471	14.81%	\$ 87,911.36	\$ 45,934.52	\$ 133,845.88	
Brazos	500	15.72%	\$ 93,324.16	\$ 48,762.76	\$ 142,086.92	
TAMU	305	9.59%	\$ 56,927.74	\$ 29,745.28	\$ 86,673.02	
Washington County	512	16.10%	\$ 95,563.94	\$ 49,933.06	\$ 145,497.00	
Brenham	287	9.03%	\$ 53,568.07	\$ 27,989.82	\$ 81,557.89	
Grimes	104	3.27%	\$ 19,411.43	\$ 10,142.65	\$ 29,554.08	
Total	3180	100.00%	\$ 593,541.66	\$ 310,131.13	\$ 903,672.79	

FY2019 Allocations						
	Count	%	O&M	Capital	Total	FY18/19 Change
College Station	939	28.44%	\$ 170,103.03	\$ 58,795.30	\$ 228,898.33	\$ (55,559.67)
Bryan	452	13.69%	\$ 81,881.33	\$ 28,301.89	\$ 110,183.22	\$ (23,662.65)
Brazos	543	16.44%	\$ 98,366.29	\$ 33,999.84	\$ 132,366.13	\$ (9,720.79)
TAMU	319	9.66%	\$ 57,787.93	\$ 19,974.12	\$ 77,762.05	\$ (8,910.97)
Washington County	552	16.72%	\$ 99,996.67	\$ 34,563.37	\$ 134,560.04	\$ (10,936.96)
Brenham	288	8.72%	\$ 52,172.18	\$ 18,033.06	\$ 70,205.24	\$ (11,352.65)
Grimes	209	6.33%	\$ 37,861.06	\$ 13,086.49	\$ 50,947.55	\$ 21,393.47
Total	3302	100.00%	\$ 598,168.48	\$ 206,754.09	\$ 804,922.57	

Annual (Includes Capital) Per Radio
Per Radio/Year \$ 243.77
Per Radio/Month \$ 20.31

FY2019 PROPOSED																						
Capital Equipment Replacement Reserve																						
Current Balance			\$	1,104,367.90																		
Contributions <table><tr><td>FY14</td><td>\$</td><td>232,323.00</td></tr><tr><td>FY15</td><td>\$</td><td>194,261.00</td></tr><tr><td>FY16</td><td>\$</td><td>310,131.13</td></tr><tr><td>FY17</td><td>\$</td><td>310,131.13</td></tr><tr><td>FY18</td><td>\$</td><td>310,131.13</td></tr><tr><td>FY19</td><td>\$</td><td>206,754.09</td></tr></table>					FY14	\$	232,323.00	FY15	\$	194,261.00	FY16	\$	310,131.13	FY17	\$	310,131.13	FY18	\$	310,131.13	FY19	\$	206,754.09
FY14	\$	232,323.00																				
FY15	\$	194,261.00																				
FY16	\$	310,131.13																				
FY17	\$	310,131.13																				
FY18	\$	310,131.13																				
FY19	\$	206,754.09																				
FY2019 Balance After 10/1/2018			\$	1,311,121.99																		
FY19 Allocations																						
College St	939	28.44%	\$	58,795.30																		
Bryan	452	13.69%	\$	28,301.89																		
Brazos Co	543	16.44%	\$	33,999.84																		
TAMU	319	9.66%	\$	19,974.12																		
Washington Co	552	16.72%	\$	34,563.37																		
Brenham	288	8.72%	\$	18,033.06																		
Grimes Co	209	6.33%	\$	13,086.49																		
Total	3,302	100.00%	\$	206,754.09																		



Legislation Details (With Text)

File #:	18-0305	Version:	1	Name:	Naming of the Arts Council Building
Type:	Presentation	Status:		Status:	Agenda Ready
File created:	5/1/2018	In control:		In control:	City Council Regular
On agenda:	5/14/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion to consider repealing Resolution No. 03-22-18-2d, naming the building located at 2275 Dartmouth, College Station, Texas, "The Bob and Wanda Meyer Community Center," and to consider renaming said building.				
Sponsors:	David Schmitz				
Indexes:					
Code sections:					
Attachments:	February 13, 2018 Minutes 03-22-18-2d - Resolution - 03_22_2018.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion to consider repealing Resolution No. 03-22-18-2d, naming the building located at 2275 Dartmouth, College Station, Texas, "The Bob and Wanda Meyer Community Center," and to consider renaming said building.

Relationship to Strategic Goals:

1. Providing Core Services and Infrastructure

Recommendation(s): At the request of City Council, this item addresses the repeal of the March 22, 2018, resolution which named the building the "Bob and Wanda Meyer Community Center" and the approval of a resolution to rename said building.

Summary: This project was on the Parks and Recreation Advisory Board agenda on February 13, 2018, receiving 6-1 approval to name the building the "Bob and Wanda Meyer Senior Community Center." After Council took action on March 22, 2018, to name the building the "Bob and Wanda Meyer Community Center," the Senior Advisory Committee and Parks and Recreation Advisory Board requested that Council revisit the official naming. The Parks and Recreation Advisory Board subsequently took action on April 10, 2018, receiving 7-1 approval to name the building the "Bob and Wanda Meyer Senior and Community Center."

Renaming of the building located at 2275 Dartmouth College Station, Texas, should meet all criteria and guidelines as laid out in the naming policy:

- ☐ Programming of the facility will have a priority emphasis on senior programming.

Budget & Financial Summary: NA

Reviewed and Approved by Legal: NA

Attachments:

- 1) Parks and Recreation Advisory Board Recommendation



PARKS AND RECREATION ADVISORY BOARD AGENDA



TUESDAY FEBRUARY 13, 2018
REGULAR MEETING MINUTES ~ 7:00 p.m.
WPC Green Room
College Station, TX 77840

Staff Present:

David Schmitz, Director; Kelly Kelbly, Assistant Director; Rusty Warncke, Project & Asset Manager; Andrea Lauer, Administrative Support Specialist

Board Present:

Don Hellriegel; Ann Hays; Megan Fuentes; Michael Bota; Joel Cantrell; Paul Dyson; Madeline Giroir

1. ***Call to order and Roll Call.*** The meeting was called to order with a quorum present at 7:00 p.m.
2. ***Possible action concerning requests for absences of members.*** Rebecca Jackson and Kevin Henderson requested absences. Megan Fuentes made a motion to approve the absences, and Paul Dyson seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.
3. ***Hear visitors.*** Jean-Louis Briaud spoke to the Parks and Recreation Advisory Board regarding his wish to see the City of College Station build indoor tennis courts.
4. ***Consideration, possible approval, and discussion of minutes from the January 09, 2018 meeting.*** Ann Hays made a motion to approve the minutes, and Paul Dyson seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.
5. ***Presentation, discussion and possible action on the naming of the renovated Arts Council Facility.*** Mickey Stokes, Senior Advisory Board Chair recommended to the Parks and Recreation Advisory Board to name the renovated Arts Council Facility the Bob and Wanda Meyer Senior Community Center. Ann Hays made a motion to approve the request and Paul Dyson seconded the motion. The vote was called 6-1 approval.
6. ***Presentation, discussion and possible action and public comment on Bicycle, Pedestrian, and Greenways Master Plan Update by Venessa Garza.*** This item was informational only and no action was taken.
7. ***Presentation, discussion, possible action regarding College Station Senior Games by J.D. Wood.*** This item was informational only and no action was taken.

8. **Discussion on location and times for Parks and Recreation Advisory Board meetings.** We will continue to meet at the Green Room until May and then possibly move to the Southwood Community Center. The time for the meeting has changed to 6 p.m. starting at the March 13, 2018 meeting.
9. **Presentation, discussion, possible action on Reatta Meadows Park and Crescent Park development.** This item was informational only and no action was taken.
10. **Presentation, discussion, possible action on revisions to Code of Ordinances, Chapter 32, Section 32-25 Dogs.** The Parks and Recreation Advisory Board unanimously recommended the proposed ordinance amendment for Council approval. This proposed ordinance amendment would enact the following changes. Require a dog leash at Lick Creek Park and allow designated off leash areas.
11. **Strategic Planning: Short and Long term.**
 - **Board Goals and objectives for 2018 and beyond.** Don Hellriegel asked that the committee members brain storm and gather input for goals and upcoming projects and email to David Schmitz and have ready to discuss at the March 13, 2018 meeting.
12. **Report, possible action, and discussion concerning the current Parks Projects Summary and Dedications of Less than Five Acres from Rusty Warncke.** Informational item only, no action was taken.
 - Brewster Pointe Phase 1
13. **Presentation, possible action, and discussion on future agenda items:** A Board 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.
 - Next Meeting: March 13, 2018
14. **Adjourn.** Ann Hays made a motion to adjourn the meeting, and Paul Dyson seconded the motion. The vote was called. All were in favor, and the meeting adjourned at 8:34 p.m.

Embedded Secure Document

The file <https://collegestation.legistar.com/View.ashx?M=F&ID=6234736&GUID=638D0367-D183-4A56-AFE3-D98B81951B26> is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	18-0300	Version:	1	Name:	Bicycle, Pedestrian, and Greenways Master Plan Update
Type:	Comprehensive Plan	Status:			Agenda Ready
File created:	4/25/2018	In control:			City Council Regular
On agenda:	5/14/2018	Final action:			
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the College Station Comprehensive Plan by amending the Bicycle, Pedestrian, and Greenways Master Plan.				
Sponsors:	Venessa Garza				
Indexes:					
Code sections:					
Attachments:	Existing and Proposed Bicycle Plan Maps Existing and Proposed Pedestrian Plan Maps List of Plan Amendments Priority Maps Ordinance				

Date	Ver.	Action By	Action	Result
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Public hearing, presentation, possible action, and discussion regarding an ordinance amending the College Station Comprehensive Plan by amending the Bicycle, Pedestrian, and Greenways Master Plan.

Relationship to Strategic Goals:

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

Recommendation(s): The Bicycle, Pedestrian and Greenways Advisory Board considered this item at their April 9, 2018 meeting and voted 5-0 to recommend approval. The Planning and Zoning Commission considered this item at their April 19, 2018 meeting and voted 7-0 to recommend approval.

Summary: This ordinance updates the City's Bicycle, Pedestrian, and Greenways Master Plan. The Plan was originally adopted in 2010 with the intent to provide a vision and guidance to implement the community's desire to create a bikeable, walkable and environmentally aware city to live in. Since adoption, the City has grown and changes have occurred that warrant evaluating additional needs of the community. Over the past year and a half, staff has led the process to update the Plan. A staff

resource team and the Bicycle, Pedestrian, and Greenways Advisory Board were a part of the process to create recommendations based on public input received. Public engagement consisted of a community meeting in February 2017 along with online input using an interactive map and survey. Hundreds of comments received were reviewed and a second round of online comments were sought for recommended changes. Staff also met with the Texas Department of Transportation, the City of Bryan and Texas A&M University to review proposed changes to ensure coordination and connectivity across the region.

As a component of the City's Comprehensive Plan, this planning effort provides goals and strategies and focuses around the need to improve connectivity and accessibility; increase safety; increase bicycling and walking; and encourage environmental stewardship.

Proposed Amendment Highlights: There are numerous items proposed as part of the Bicycle, Pedestrian, and Greenways Master Plan update. Some highlights are as follows:

- Staff contracted with Kimley-Horn Associates to provide guidance on separated bike lanes which are gaining traction nationally for their ability to make biking feel safer and more comfortable as well as increase use by citizens. Different types of separated bike lanes exist as on and off-street spaces used exclusively by bicyclists and may include some type of vertical separation. Staff specifically explored raised bike lanes and asked citizens through the online survey about their level of comfort and safety and if this type of facility is something they would try. A favorable response rate was received to all three questions.

The City currently has a toolbox of bike facilities that include bike routes, bike lanes and buffered bike lanes. For decades any new facility proposed would typically be a bike lane. Staff is proposing to change from proposed bike lanes to proposed bike facilities to encompass the additional options available. Proposed bike facilities would include bike lanes, buffered bike lanes or separated bike lanes. Depending on a variety of factors including the context and available space within the right-of way, staff would determine which type of bike facility would be most appropriate.

- Since adoption of the plan in 2010, the BioCorridor located near the intersection of Raymond Stotzer (SH 60) and Riverside Parkway (SH 47) and adjacent to the Texas A&M University campus came to fruition. It is an area proposed for a mix of uses such as office, research and development, manufacturing, commercial, and residential. Through this planning effort, comments were received with a desire to gain access to this area from central College Station by bike. Staff proposes the addition of a multi-use path extending from the diverging diamond at Harvey Mitchell Parkway (FM 2818) and Raymond Stotzer (FM 60) along the frontage road of Raymond Stotzer (FM 60) to Turkey Creek Road as well as bicycle and pedestrian facilities along Turkey Creek Road to F&B Road.
- Based on the location of additional College Station Independent School District schools and/or school property in southwest College Station and the need to create safe spaces for students to bike and walk to school, staff has proposed additional multi-use paths in these areas. One of them follows and creates a loop around Hopes Creek and connects to South Dowling Road and a potential future school. The other follows Peach Creek South and would connect to schools along Royder Road including Pecan Trail Intermediate and Greens Prairie Elementary.

- Other additions in general include filling gaps in established parts of town where sidewalks were missing, shifting proposed multi-use paths conceptually to the fringes of the floodplain, and removing some facilities where not feasible to implement.

Stand-alone projects proposed were also prioritized through this process. (New construction and road widenings are prioritized through the Capital Improvements Program and with private development). Geographic Information Systems (GIS) was used to construct a model per facility type to objectively develop a list of priorities at a high level based on criteria set by the Bicycle, Pedestrian, and Greenways Advisory Board. Criteria include population density; crashes; distance to schools, parks, Texas A&M University, bus stops and other key destinations as well as public requests. This helps set the stage for setting priorities outside of the master plan process and serves as guidance.

Maps that depict the overall existing and proposed bicycle and pedestrian facilities as well as priority maps are attached along with a spreadsheet that lists the proposed amendments. Map books with zoomed-in comparisons of each change have been created but are too large to provide as part of the meeting packet so are available for viewing online at www.cstx.gov/bikepedgreenways <<http://www.cstx.gov/bikepedgreenways>>.

Budget & Financial Summary: N/A

Legal Review: Yes

Attachments:

1. Existing and Proposed Bicycle Plan Maps
2. Existing and Proposed Pedestrian Plan Maps
3. List of Plan Amendments
4. Priority Maps
5. Ordinance

Adopted/Current Bicycle Plan



Master Plan Update / Change

Bicycle Plan

Bike Lane Existing

Bike Facilities Funded

Bike Facilities Proposed *

Bike Route Existing

Bike Route Proposed

* Bike facilities could be bike lanes, buffered bike lanes or separated bike lanes.

CSISD Property

Multi-use Path Existing

Multi-use Path Funded

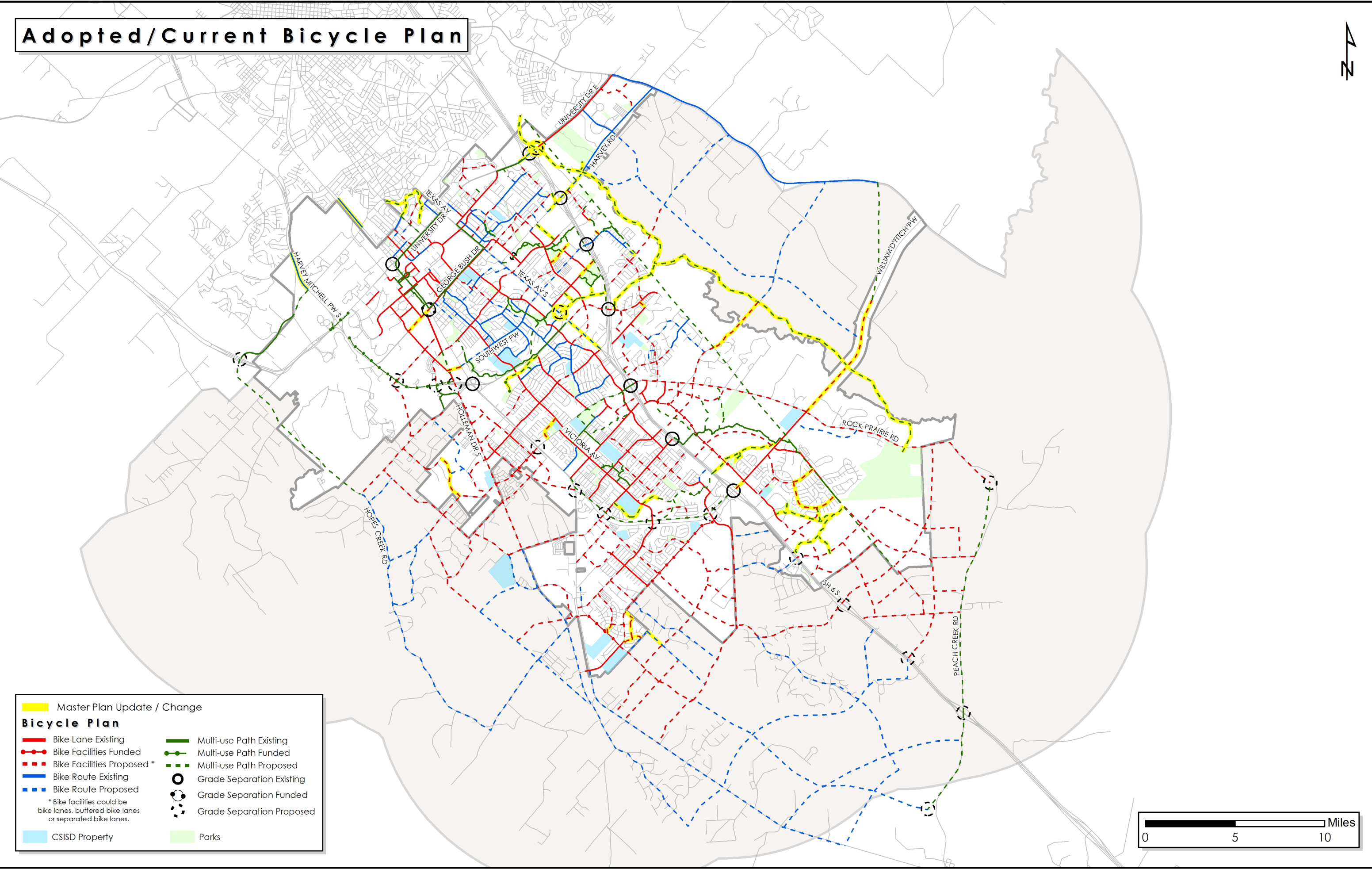
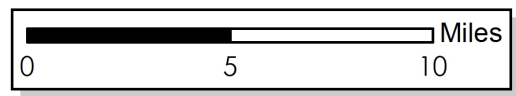
Multi-use Path Proposed

Grade Separation Existing

Grade Separation Funded

Grade Separation Proposed

Parks



Proposed Bicycle Plan



Master Plan Update / Change

Bicycle Plan

Bike Lane Existing

Bike Facilities Funded

Bike Facilities Proposed *

Bike Route Existing

Bike Route Proposed

* Bike facilities could be bike lanes, buffered bike lanes or separated bike lanes.

CSISD Property

Multi-use Path Existing

Multi-use Path Funded

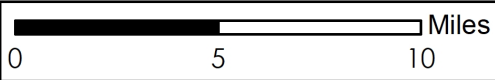
Multi-use Path Proposed

Grade Separation Existing

Grade Separation Funded

Grade Separation Proposed

Parks



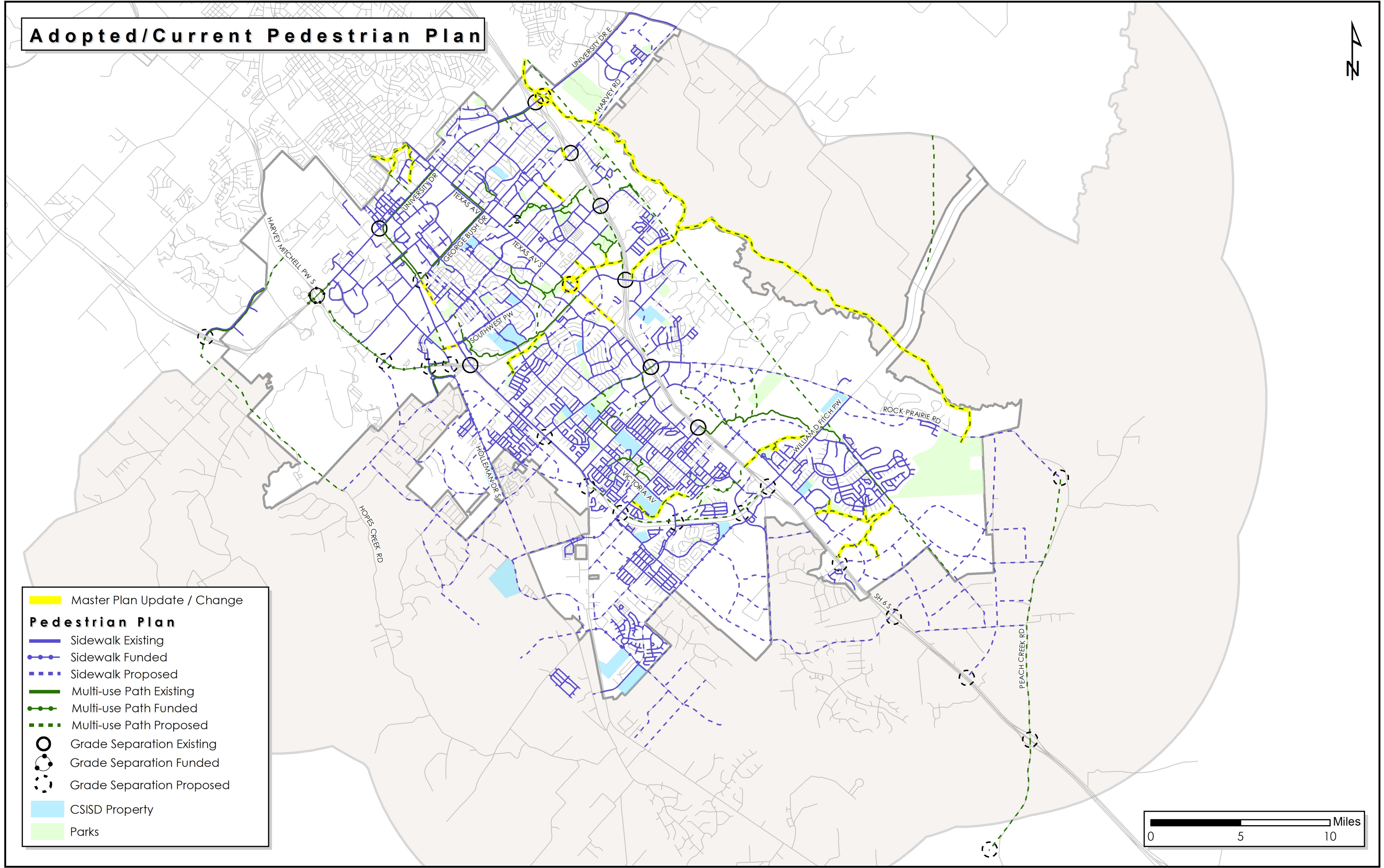
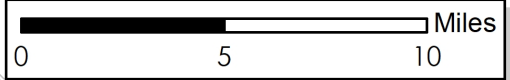
Adopted/Current Pedestrian Plan



Master Plan Update / Change

Pedestrian Plan

- Sidewalk Existing
- Sidewalk Funded
- Sidewalk Proposed
- Multi-use Path Existing
- Multi-use Path Funded
- Multi-use Path Proposed
- Grade Separation Existing
- Grade Separation Funded
- Grade Separation Proposed
- CSISD Property
- Parks



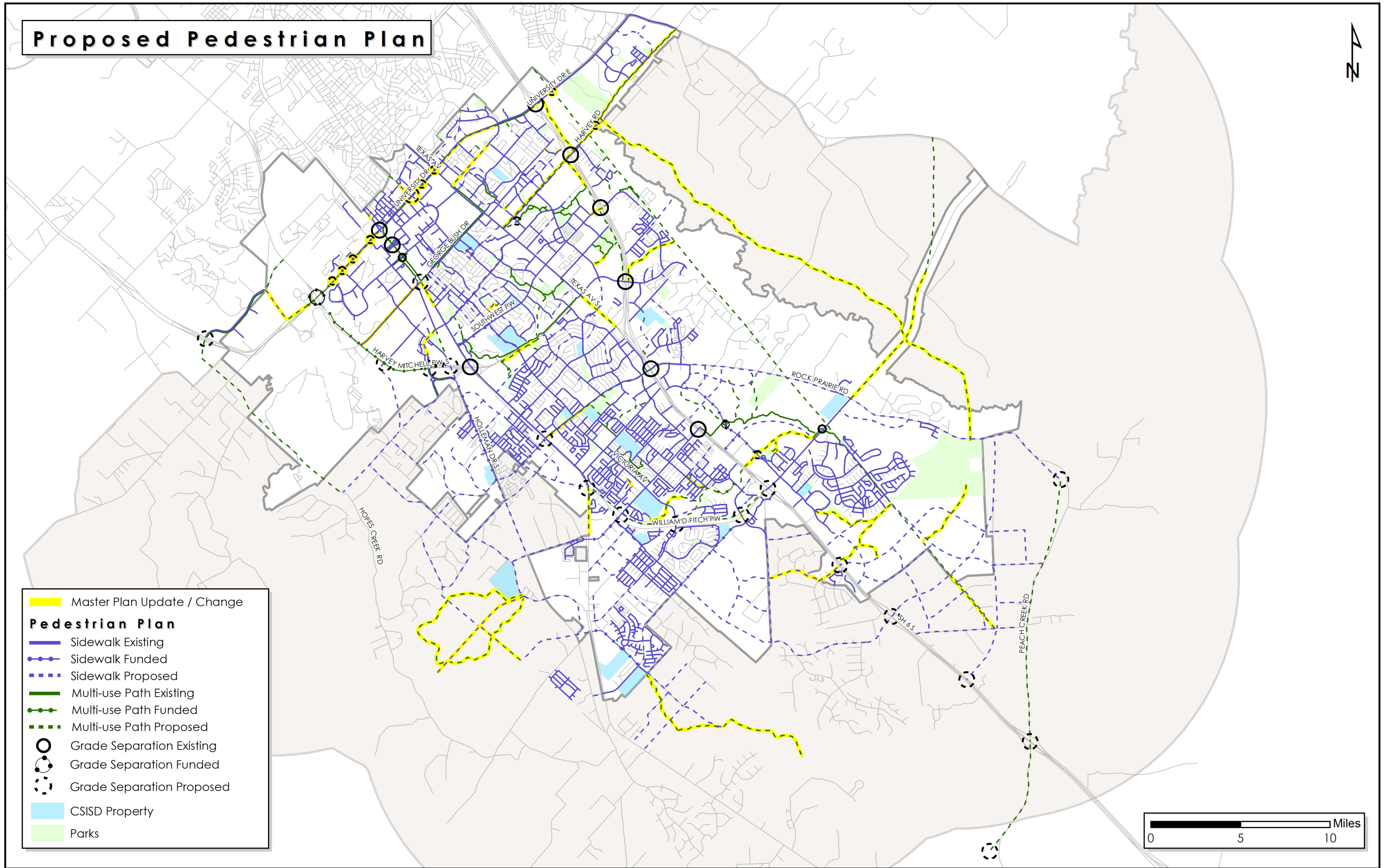
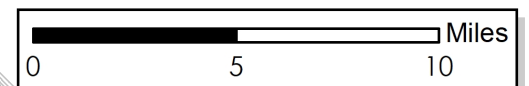
Proposed Pedestrian Plan



Master Plan Update / Change

Pedestrian Plan

- Sidewalk Existing
- Sidewalk Funded
- - - Sidewalk Proposed
- Multi-use Path Existing
- Multi-use Path Funded
- - - Multi-use Path Proposed
- Grade Separation Existing
- Grade Separation Funded
- Grade Separation Proposed
- CSISD Property
- Parks



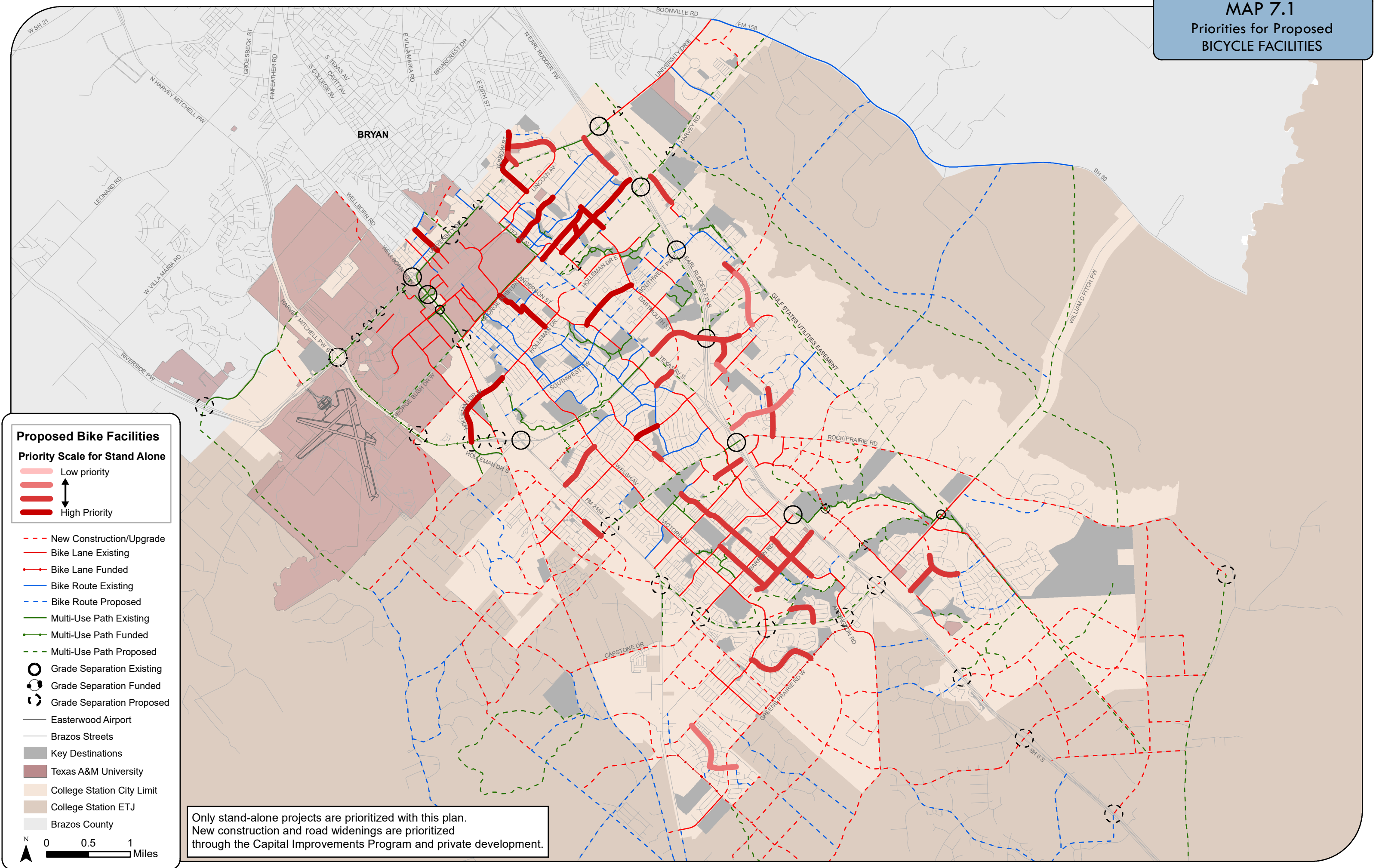
Bicycle, Pedestrian, and Greenways Master Plan - Proposed Changes

Number	Type	Proposed Change	Location	To/From
1	Multiple	Moved/shifted location of proposed facility based on feasibility	Shifts based on feasibility	
2	Pedestrian Facility	Add sidewalk	Autumn Circle	Tarrow Street to existing sidewalk
3	Pedestrian Facility	Add sidewalk on south side	Lincoln Avenue	Texas Avenue to University Drive E
4	Pedestrian Facility	Add sidewalk to west side	South College Avenue	University Drive to Cross Street
5	Pedestrian Facility	Add sidewalk	Nagle Street	Church Avenue to University Drive
6	Pedestrian Facility	Add sidewalk on opposite side	University Oaks Boulevard	George Bush Drive to existing sidewalk
7	Pedestrian Facility	Add sidewalk	Wellborn Road North	Louise Avenue to development past Maple Avenue
8	Pedestrian Facility	Add sidewalk	Merry Oaks Drive	Dominik Drive to Merry Oaks Park
9	Pedestrian Facility	Add sidewalk	University Oaks Boulevard	Merry Oaks Park to Tara Court
10	Pedestrian Facility	Add sidewalk	Southwest Parkway	Eastmark Drive to SH6
11	Pedestrian Facility	Add sidewalk	Turkey Creek Road	Raymond Stotzer Parkway to F&B Rd
12	Pedestrian Facility	Add sidewalk	Gunsmith Street	Caudill Street to Trigger Street
13	Pedestrian Facility	Add sidewalk	Trigger	Gunsmith Street to Dexter Drive South
14	Pedestrian Facility	Add sidewalk to other side	Holleman Drive West	FM 2818 to Wellborn Road
15	Pedestrian Facility	Add sidewalk	Woodway Drive	Holleman Drive West to Alley
16	Pedestrian Facility	Remove sidewalk - Thoroughfare no longer proposed	Southwest Parkway	Jones Butler Road to Wellborn
17	Pedestrian Facility	Add sidewalk	Harvest Drive	Springfield Drive to Westfield Drive
18	Pedestrian Facility	Add sidewalk	Flower Mound Drive	Springfield Drive to Westfield Drive
19	Pedestrian Facility	Add sidewalk	Renee Lane	Passendale Lane to Leyla Lane
20	Pedestrian Facility	Add sidewalk	Arrington Road	intersection of William D. Fitch Parkway
21	Pedestrian Facility	Add sidewalk	Additional CSISD school property off of South Dowling Road and Capstone Road	
22	Pedestrian Facility	Add sidewalk	Harper's Ferry Road	Arrington Road to Nantucket Drive
23	Pedestrian Facility	Add sidewalk	Nantucket Drive	Harper's Ferry Road to SH 6
24	Bike Facility	Change from bike lane to bike route	Great Oaks Drive	Arboleda Drive to Rock Prairie Road West
25	Bike Facility	Add bike route	Alexandria Avenue	Southern Plantation Drive to Decatur Drive
26	Bike Facility	Add bike facility	William D. Fitch Parkway and SH 6	
27	Bike Facility	Change from bike lane to bike route	Spearman Drive	St Andrews to Pebble Creek Parkway
28	Bike Facility	Change from bike lane to bike route	St. Andrews Drive	Spearman Drive to Pebble Creek Parkway
29	Bike Facility	Remove proposed bike lane	Long Creek Lane	Greens Prairie Trail to Cottonwood Creek Lane
30	Bike Facility	Remove proposed bike lane	Cottonwood Creek Lane	Long Creek Lane to Creek Meadow Boulevard North
31	Bike Facility	Change from bike lane to bike route	Creek Meadow Boulevard North	Backwater Lane to Creek Meadow Boulevard North
32	Bike Facility	Change from bike lane to bike route	Cottonwood Creek Lane	Creek Meadow Boulevard North to Wild Creek Court
33	Bike Facility	Change from bike lane to bike route	Backwater Lane	Royder Road to Creek Meadow Boulevard North
34	Bike Facility	Change from bike lane to bike route	Wild Creek Court	Cottonwood Creek Lane east to proposed t-fare
35	Bike Facility	Remove proposed bike lane	Cottonwood Creek Lane	Wild Creek Court to Timber Creek Lane
36	Bike Facility	Remove proposed bike lane	Timber Creek Lane	Cottonwood Creek Lane to Greens Prairie Trail
37	Bike Facility	Remove proposed bike lane	Timber Drive	Greens Prairie Trail to Timber Creek Lane
38	Bike Facility	Change from bike routes to bike facilities	T-fares east of Creek Meadows Subdivision	
39	Multi-use Path	Add multi-use path	Harvey Road (SH 30)	SH 30 to Texas Avenue
40	Multi-use Path	Remove multi-use path	Carters Creek - Bryan City Limits past Harvey Road	
41	Multi-use Path	Change from bike route to multi-use path	University Drive East	Glen Haven to SH 6 frontage road
42	Multi-use Path	Add multi-use path	SH 6	University Drive to Harvey Road
43	Multi-use Path	Add multi-use path	Raymond Stotzer	Wellborn Road (FM 2154) to Harvey Mitchell Parkway (FM2818)
44	Multi-use Path	Add multi-use path	Tarrow Street	Autumn Circle to City limits
45	Multi-use Path	Add multi-use path	University Drive	Lincoln Avenue to Texas Avenue
46	Multi-use Path	Remove multi-use path- on TAMU property	Hensel Park trails	
47	Multi-use Path	Remove multi-use path	SH6 Frontage Road	Harvey Road to University Oaks Boulevard

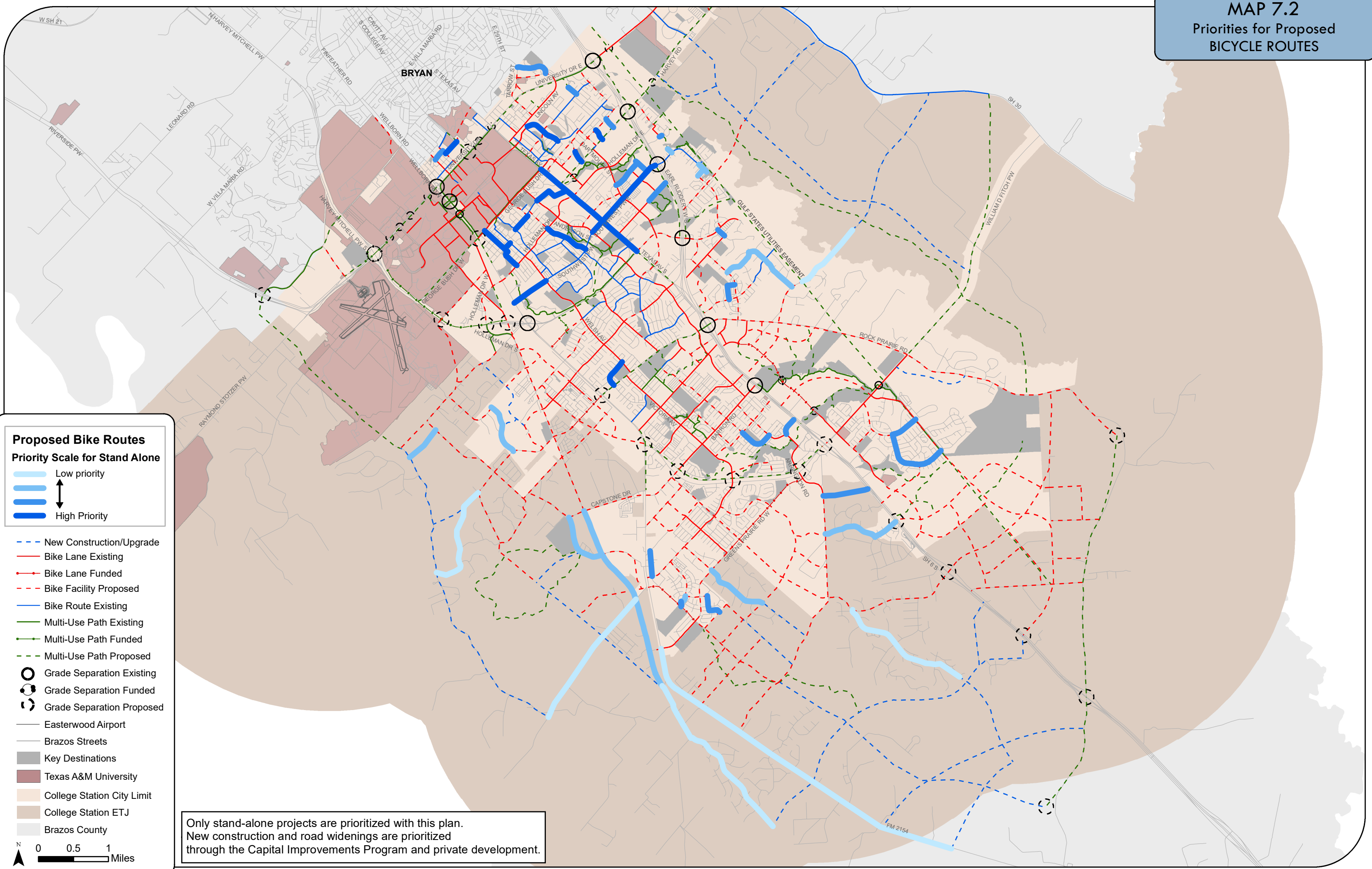
Bicycle, Pedestrian, and Greenways Master Plan - Proposed Changes

Number	Type	Proposed Change	Location	To/From
48	Multi-use Path	Add multi-use path	SH6 Frontage Road	Harvey Road to Wolf Pen Creek Trail
49	Multi-use Path	Remove multi-use path - not feasible	Trail Connector adjacent to Mall	Harvey Road to Holleman Drive East
50	Multi-use Path	Remove multi-use path	Bee Creek Multi-use Path and connectors	Texas Avenue to SH6
51	Multi-use Path	Change from bike lane to multi-use path	William D. Fitch Parkway	Rock Prairie Road to proposed multi-use path
52	Multi-use Path	Add multi-use path	Raymond Stotzer Parkway	Diverging Diamond to Turkey Creek Road
53	Multi-use Path	Add multi-use path	Wellborn Road	George Bush Drive to Luther Street
54	Multi-use Path	Change proposed bike lane from Wellborn Road (FM 2154) to Penberthy Blvd to multi-use path and extend to Harvey Mitchell Parkway (FM 2818)	George Bush Drive	Wellborn Road (FM 2154) to Harvey Mitchell Parkway (FM 2818)
55	Multi-use Path	Change from bike route to multi-use path	Texas Avenue	Harvey Mitchell Parkway (FM 2818) to Deacon Drive
56	Multi-use Path	Add multi-use path	Rock Prairie Road	Wellborn Road to College Station Middle School
57	Multi-use Path	Add multi-use path	Hopes Creek	
58	Multi-use Path	Add multi-use path	Wellborn Road (FM 2154)	SH 40 to Barron Cut-Off Road
59	Multi-use Path	Remove multi-use path - not feasible	Spring Creek Trib 8 in Sonoma Park	Barron Road to Hanna Court
60	Multi-use Path	Add multi-use path	Alexandria Avenue/Southern Oaks Park	Southern Plantation Drive to southeastern corner of Southern Oaks Park
61	Multi-use Path	Add multi-use path- connection to Lick Creek Park	Alum Creek Trib 2	Lick Creek Park to Southern Pointe Subdivision
62	Multi-use Path	Remove multi-use path	Trail Connector on Birkdale	
63	Multi-use Path	Add multi-use path	Gulf States Trail	extending to Peach Creek Road
64	Multi-use Path	Add multi-use path	Peach Creek	
65	Grade Separation	Add grade separation	Raymond Stotzer Parkway and Large Animal Clinic	
66	Grade Separation	Add grade separation	Raymond Stotzer Parkway and Discover Drive	
67	Grade Separation	Add grade separation	Raymond Stotzer Parkway and Research Parkway	
68	Grade Separation	Add grade separation	University Drive and Texas Avenue	
69	Grade Separation	Add grade separation	University Drive and Century Square	
70	Grade Separation	Add grade separation	University Drive and College Avenue	
71	Grade Separation	Add grade separation	Raymond Stotzer Parkway and Agronomy Road	
72	Grade Separation	Add grade separation	Harvey Road and Gulf States Easement	
73	Grade Separation	Remove grade separation	Bee Creek	Texas Avenue and Bee Creek

MAP 7.1
Priorities for Proposed
BICYCLE FACILITIES

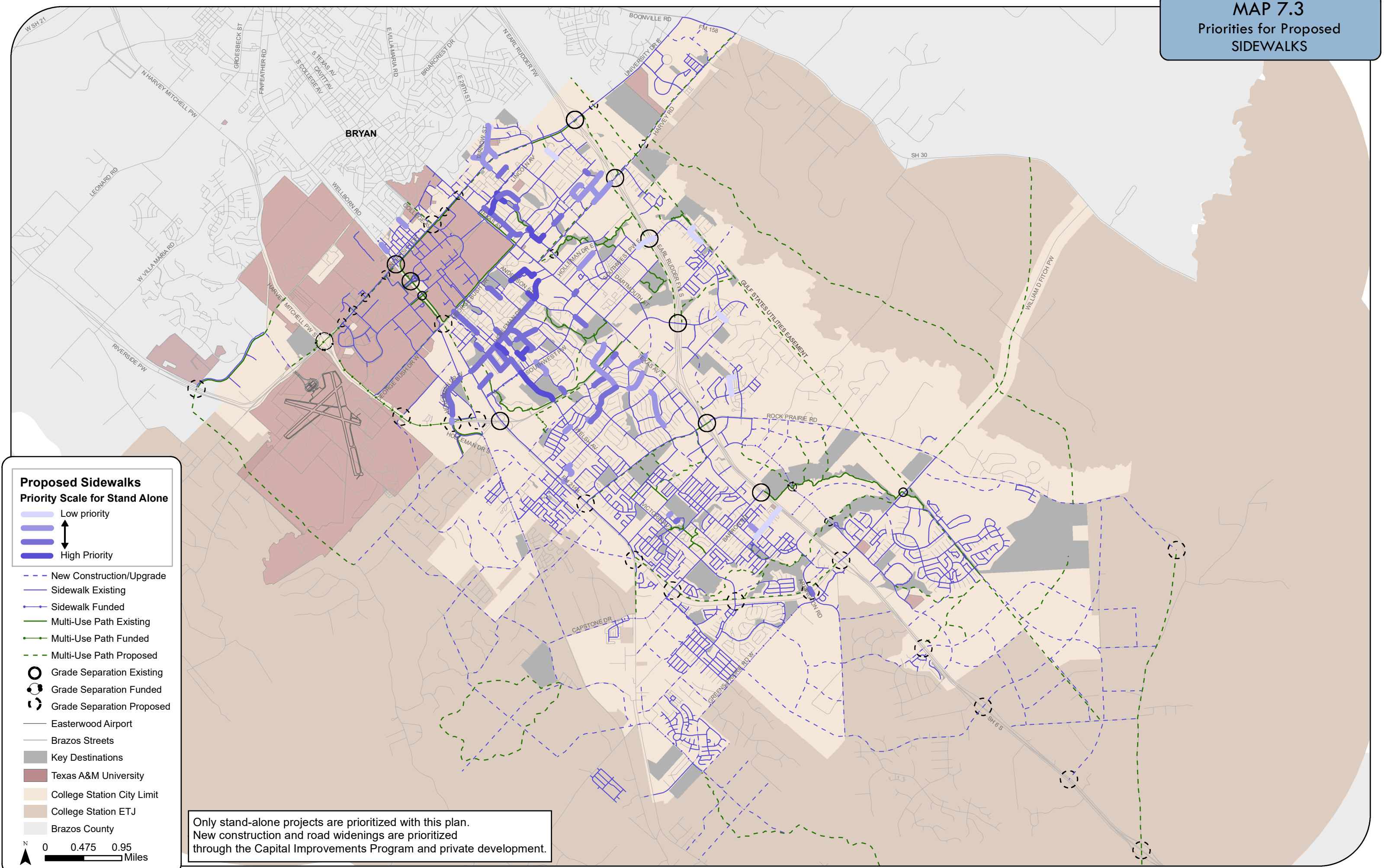


MAP 7.2
Priorities for Proposed
BICYCLE ROUTES

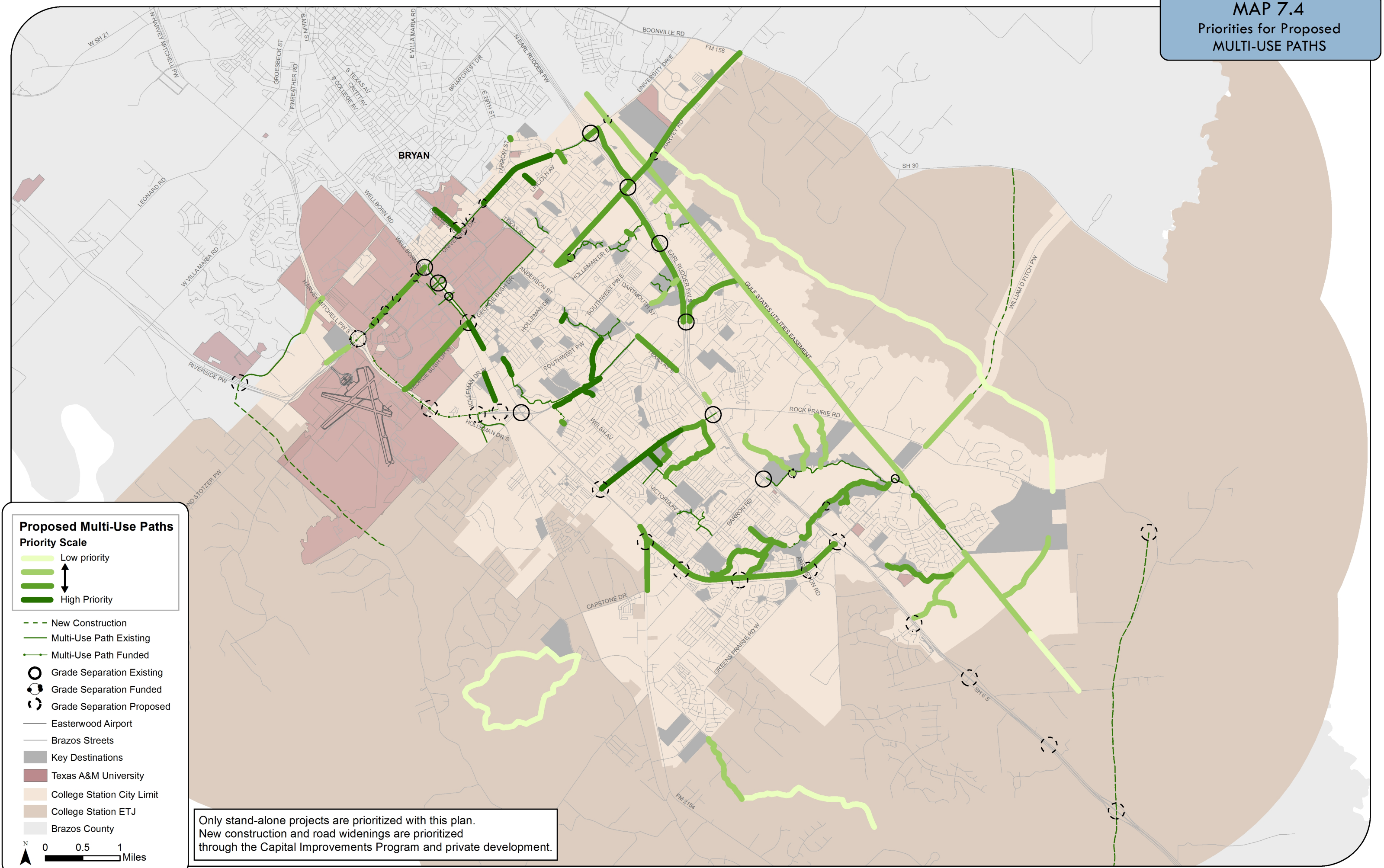


Only stand-alone projects are prioritized with this plan.
New construction and road widenings are prioritized
through the Capital Improvements Program and private development.

MAP 7.3
Priorities for Proposed
SIDEWALKS



MAP 7.4
Priorities for Proposed
MULTI-USE PATHS



Only stand-alone projects are prioritized with this plan.
New construction and road widenings are prioritized
through the Capital Improvements Program and private development.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE COLLEGE STATION COMPREHENSIVE PLAN BY AMENDING THE BICYCLE, PEDESTRIAN, AND GREENWAYS MASTER PLAN; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

- PART 1: That the “Comprehensive Plan of the City of College Station” is hereby amended by adding new Subsection C.5.f of Exhibit “A” thereto as set out in Exhibit “A” attached hereto and made a part hereof.
- PART 2: That the “Comprehensive Plan of the City of College Station” is hereby amended by amending “Map 5.4 Proposed Bicycle Facilities” of the “Bicycle, Pedestrian, and Greenways Master Plan” as set out in Exhibit “B” attached hereto for the identified bicycle facilities and made a part hereof for all purposes.
- PART 3: That the “Comprehensive Plan of the City of College Station” is hereby amended by amending “Map 5.5 Proposed Pedestrian Facilities” of the “Bicycle, Pedestrian, and Greenways Master Plan” as set out in Exhibit “C” attached hereto for the identified pedestrian facilities and made a part hereof for all purposes.
- PART 4: That the “Comprehensive Plan of the City of College Station” is hereby amended by amending “Map 7.1 Priorities for Proposed Bicycle Facilities” of the “Bicycle, Pedestrian, and Greenways Master Plan” as set out in Exhibit “D” attached hereto for the identified bicycle facilities and made a part hereof for all purposes.
- PART 5: That the “Comprehensive Plan of the City of College Station” is hereby amended by amending “Map 7.2 Priorities for Proposed Bicycle Routes” of the “Bicycle, Pedestrian, and Greenways Master Plan” as set out in Exhibit “E” attached hereto for the identified pedestrian facilities and made a part hereof for all purposes.
- PART 6: That the “Comprehensive Plan of the City of College Station” is hereby amended by amending “Map 7.3 Priorities for Proposed Sidewalks” of the “Bicycle, Pedestrian, and Greenways Master Plan” as set out in Exhibit “F” attached hereto for the identified bicycle facilities and made a part hereof for all purposes.
- PART 7: That the “Comprehensive Plan of the City of College Station” is hereby amended by amending “Map 7.4 Priorities for Proposed Multi-use Paths” of the “Bicycle, Pedestrian, and Greenways Master Plan” as set out in Exhibit “G” attached hereto for the identified pedestrian facilities and made a part hereof for all purposes.

PART 8: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PASSED, ADOPTED and APPROVED this 14th day of May, 2018.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Ordinance No. 3186 adopting the “Comprehensive Plan of the City of College Station” as amended, is hereby amended by adding new subsection C.5.f to Exhibit “A” of said plan for Exhibit “A” to read in its entirety as follows:

“EXHIBIT ‘A’**A. Comprehensive Plan**

The College Station Comprehensive Plan (Ordinance 3186) is hereby adopted and consists of the following:

1. Introduction;
2. Community Character;
3. Neighborhood Integrity;
4. Economic Development;
5. Parks, Greenways & the Arts;
6. Transportation;
7. Municipal Services & Community Facilities;
8. Growth Management and Capacity; and
9. Implementation and Administration.

B. Master Plans

The following Master Plans are hereby adopted and made a part of the College Station Comprehensive Plan:

1. The Northgate Redevelopment Plan dated November 1996;
2. The Revised Wolf Pen Creek Master Plan dated 1998;
3. Northgate Redevelopment Implementation Plan dated July 2003;
4. East College Station Transportation Study dated May 2005;
5. Bicycle, Pedestrian, and Greenways Master Plan dated January 2010;
6. Central College Station Neighborhood Plan dated June 2010;
7. Eastgate Neighborhood Plan dated June 2011;
8. Parks, Recreation and Open Spaces Master Plan dated July 2011;
9. Southside Area Neighborhood Plan dated August 2012;
10. Medical District Master Plan dated October 2012;
11. Wellborn Community Plan dated April 2013;
12. Economic Development Master Plan dated September 2013;
13. South Knoll Area Neighborhood Plan dated September 2013;
14. The Water System Master Plan dated April 2017; and
15. The Wastewater System Master Plan dated April 2017.

C. Miscellaneous Amendments

The following miscellaneous amendments to the College Station Comprehensive Plan are as follows:

1. Text Amendments:

- a. Chapter 2 “Community Character,” “Growth Areas” by amending the text regarding Growth Area IV and Growth Area V – Ordinance 3376, dated October 2011.
 - b. Chapter 6 “Transportation” by amending the text regarding Complete Streets, Context Sensitive Solutions, Minimum Length and Additional Right-of-Way for Turn Lanes at Intersections, and Right-of-Way for Utilities – Ordinance 3729, dated December 10, 2015.
 - c. Chapter 2 “Community Character,” Chapter 3 “Neighborhood Integrity,” Chapter 4 “Economic Development,” Chapter 5 “Parks, Greenways, and the Arts,” and Chapter 7 “Municipal Services and Community Facilities” by amending the text based on the recommendation of the Comprehensive Plan Five-Year Evaluation & Appraisal Report – Ordinance 3730 dated December 10, 2015.
 - d. Chapter 8 “Growth Management & Capacity” by amending the text based on recommendations from the Annexation Task Force – Ordinance 3766, dated April 28, 2016.
 - e. Chapter 1, Section 10; Chapter 5, Section 1; Chapter 5, Section 4; Chapter 8, Section 17; and Chapter 9, Section 3; by amending the text – Ordinance 3951, dated October 12, 2017.
2. Future Land Use and Character Map Amendment:
- a. 301 Southwest Parkway – Ordinance 3255, dated July 2010.
 - b. Richards Subdivision – Ordinance 3376, dated October 2011.
 - c. Earl Rudder Freeway at University Oaks – Ordinance 3465, dated November 19, 2012
 - d. 1600 University Drive East – Ordinance 3535, dated November 14, 2013.
 - e. 2560 Earl Rudder Freeway S. – Ordinance 3541, dated December 12, 2013.
 - f. 13913 FM 2154. – Ordinance 3546, dated January 9, 2014.
 - g. 2021 Harvey Mitchell Parkway – Ordinance 3549, dated January 23, 2014.
 - h. 1201 Norton Lane – Ordinance 3555, dated February 27, 2014.
 - i. 3715 Rock Prairie Road West – Ordinance 3596, dated August 25, 2014.
 - j. 4201 Rock Prairie Road – Ordinance 3670, dated July 9, 2015.
 - k. The approximately 40 acres of land generally located east of FM 2154 (aka Wellborn Road), south of the Southern Trace Subdivision, west of State Highway 40 (aka William D. Fitch Parkway), and north of Westminster Subdivision – Ordinance 3731, dated December 10, 2015.
 - l. The approximately 120 acres of land generally located south of Barron Cut-Off Road, west of WS Phillips Parkway, north of the Castlegate II Subdivision, and east of the Wellborn Community – Ordinance 3732, dated December 10, 2015.
 - m. The approximately 900 acres of land generally located south of Greens Prairie Road West, east of the Sweetwater Subdivision, and north of Arrington Road – Ordinance 3733, dated December 10, 2015.
 - n. The approximately 17.788 acres of land generally located at the corner of Turkey Creek Road and Raymond Stotzer Parkway frontage road.– Ordinance 3752, dated March 10, 2016.

- o. The approximately 9 acres of land generally located north of the Crossroad Woods Subdivision near the intersection of Wellborn Road (FM 2154) and Greens Prairie Trail – Ordinance 3779, dated June 9, 2016
- p. The approximately 16 acres located at 8607 Rock Prairie Road, generally located at the north of Rock Prairie Road and west of William D. Fitch Parkway – Ordinance 3794, dated August 11, 2016.
- q. The approximately 14.25 acres of land located at 2501 Earl Rudder Freeway South, generally located north of North Forest Parkway and south of Raintree Drive, along the east side of Earl Rudder Freeway South – Ordinance 3799, dated August 25, 2016.
- r. The approximately 7 acres of land located along the south side of State Highway 30, south of Veterans Memorial Park – Ordinance 3828, dated October 27, 2016.
- s. The approximately 58 acres of land generally located along the east side of State Highway 6 South, north of W.D. Fitch parkway and south of the future Pebble Creek Parkway extension – Ordinance 3830, dated October 27, 2016.
- t. The approximately 2 acres of land generally located on Corsair Circle north of Pavilion Avenue – Ordinance 3846, dated December 8, 2016.
- u. The approximately 18 acres of land generally located at the southeast corner of Sebesta Road and Earl Rudder Freeway frontage road – Ordinance 3848, dated December 8, 2016.
- v. The approximately 6 acres of land being situated in the Pooh's Park Subdivision, Block 1, Lots 6-14 recorded in Volume 314, Page 618 of the deed records of Brazos County, Texas, located at 204, 206, 208, 210, 212, 214, 216, 218, and 220 Holleman Drive east, more generally southwest of the intersection of Holleman Drive East and Lassie Lane by – Ordinance 3850, dated January 12, 2017.
- w. The approximately 6.3 acres of land generally located northeast intersection of Copperfield Parkway and Crescent Pointe Parkway - Ordinance 3859, dated February 9, 2017.
- x. The approximately 11.3 acres of land generally located at the southeast intersection of Earl Rudder Freeway South and Emerald Parkway – Ordinance 3875, dated April 27, 2017.
- y. The approximately 232 acres of land generally located south of Rock Prairie Road - Ordinance 3877, dated April 27, 2017.
- z. The approximately 5.96 acres of land generally located in the northeast corner of Associates Avenue and Harvey Road intersection. – Ordinance 3879, dated April 27, 2017.
- aa. The approximately 4.74 acres of land generally located at the corner of Harvey Mitchell Parkway South and Raymond Stotzer Parkway – Ordinance 3882, dated May 11, 2017.
- bb. The approximately 3.2 acres of land generally located east of Copperfield Parkway and south of Harvey Road. – Ordinance 3884, dated May 11, 2017.
- cc. The approximately 3.34 acres of land generally located north of Raintree Drive along Earl Rudder Freeway South – Ordinance 3901, dated July 27, 2017.
- dd. The approximately 12.5 acres generally located west of Earl Rudder Freeway South along Harvey Mitchell Parkway – Ordinance 3903, dated July 27, 2017.

- ee. The approximately 100 acres located along the east side of State Highway 6, south of The Business Park at College Station and north of the Texas World Speedway property- Ordinance 3906, dated July 27, 2017.
 - ff. The approximately 1.7 acres of land being generally located at 12055 FM 2154 - Ordinance 3921, dated August 24, 2017.
 - gg. The approximately 11 acres of land being generally located at 8822 Burgess Lane and near the east intersection of State Highway 47 and Raymond Stotzer Parkway – Ordinance 3965, dated December 14, 2017.
 - hh. The approximately 29 acres of land being generally located at the intersection of William D. Fitch Parkway and Rock Prairie Road – Ordinance 3989, dated February 22, 2018.
3. Concept Map Amendment:
- a. Growth Area IV – Ordinance 3376, dated October 2011.
 - b. Growth Area V – Ordinance 3376, dated October 2011.
4. Thoroughfare Map Amendment:
- a. Raintree Drive – Ordinance 3375, dated October 2011.
 - b. Birkdale Drive – Ordinance 3375, dated October 2011.
 - c. Corsair Circle – Ordinance 3375, dated October 2011.
 - d. Deacon Drive – Ordinance 3375, dated October 2011.
 - e. Dartmouth Drive – Ordinance 3375, dated October 2011.
 - f. Farm to Market 60 – Ordinance 3375, dated October 2011.
 - g. Southwest Parkway – Ordinance 3375, dated October 2011.
 - h. Cain Road extension – Ordinance 3639, dated February 26, 2015.
 - i. Update to Chapter 6 Maps- Ordinance 3729, dated December 10, 2015.
 - j. South College Station Mobility Study – Ordinance 3827, dated October 27, 2016.
 - k. Pavilion Avenue extension --Ordinance 3885, dated May 11, 2017.
 - l. Future Minor Collector realigned to Harpers Ferry Road along Arrington Road – Ordinance 3949, dated October 12, 2017.
 - m. 2017 Thoroughfare Plan update to Map 6.6 – Ordinance 3962, dated November 20, 2017.
5. Bicycle, Pedestrian, and Greenways Master Plan Amendment:
- a. Cain Road extension – Ordinance 3639, dated February 26, 2015
 - b. Update to Maps 5.4 and 5.5 – Ordinance 3729, dated December 10, 2015.
 - c. South College Station Mobility Study – Ordinance 3827, dated October 27, 2016.
 - d. Update to Maps 5.4 and 5.5 – Ordinance 3877, dated April 27, 2017.
 - e. 2017 Thoroughfare Plan update to Maps 5.4 and 5.5 – Ordinance 3962, dated November 20, 2017.
 - f. 2018 Bicycle, Pedestrian, and Greenways Master Plan Update to Maps 5.4, 5.5, 7.1, 7.2, 7.3, and 7.4 – by this Ordinance, dated May 14, 2018.
6. Parks and Recreation Master Plan Amendment:
- a. Update to Map B/College Station Neighborhood Park Zone, to Map C/College Station Community Park Zone Map and to the text of Section 2 “Current Conditions and Trends,” subsection “Park Land,” paragraph five relating to said maps- Ordinance 3951, dated October 12, 2017.

7. Community and Neighborhood Plan Amendment:

- a. Eastgate Neighborhood Plan, Chapter 1 - Community Character, "Site Development Area 1 – Lincoln Avenue" – Ordinance 3956, dated November 9, 2017.

D. General

1. Conflict. All parts of the College Station Comprehensive Plan and any amendments thereto shall be harmonized where possible to give effect to all. Only in the event of an irreconcilable conflict shall the later adopted ordinance prevail and then only to the extent necessary to avoid such conflict. Ordinances adopted at the same city council meeting without reference to another such ordinance shall be harmonized, if possible, so that effect may be given to each.
2. Purpose. The Comprehensive Plan is to be used as a guide for growth and development for the entire City and its extra-territorial jurisdiction ("ETJ"). The College Station Comprehensive Plan depicts generalized locations of proposed future land-uses, including thoroughfares, bikeways, pedestrian ways, parks, greenways, and waterlines that are subject to modification by the City to fit local conditions and budget constraints.
3. General nature of Future Land Use and Character. The College Station Comprehensive Plan, in particular the Future Land Use and Character Map found in A.3 above and any adopted amendments thereto, shall not be nor considered a zoning map, shall not constitute zoning regulations or establish zoning boundaries and shall not be site or parcel specific but shall be used to illustrate generalized locations.
4. General nature of College Station Comprehensive Plan. The College Station Comprehensive Plan, including the Thoroughfare Plan, Bicycle, Pedestrian, and Greenways Master Plan, Central College Station Neighborhood Plan, Water System Master Plan and any additions, amendments, master plans and subcategories thereto depict same in generalized terms including future locations; and are subject to modifications by the City to fit local conditions, budget constraints, cost participation, and right-of-way availability that warrant further refinement as development occurs. Linear routes such as bikeways, greenways, thoroughfares, pedestrian ways, waterlines and sewer lines that are a part of the College Station Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Plan without being considered an amendment thereto.
5. Reference. The term College Station Comprehensive Plan includes all of the above in its entirety as if presented in full herein, and as same may from time to time be amended."

EXHIBIT “B”

That the “Comprehensive Plan of the City of College Station” is hereby amended by amending a portion of the Bicycle, Pedestrian, and Greenways Master Plan illustrated in “Map 5.4 Proposed Bicycle Facilities” as shown as follows:

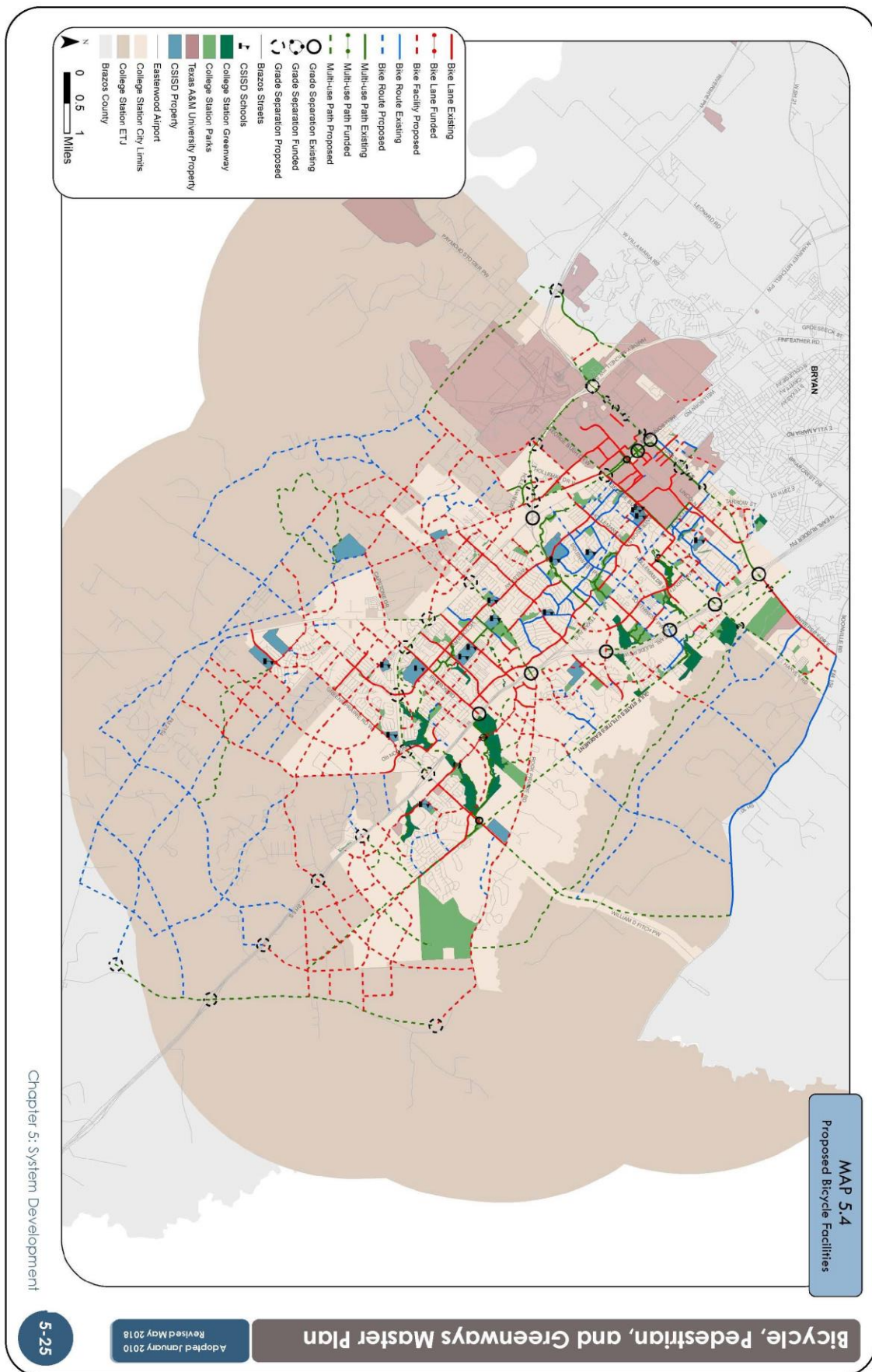


EXHIBIT “C”

That the “Comprehensive Plan of the City of College Station” is hereby amended by amending a portion of the Bicycle, Pedestrian, and Greenways Master Plan illustrated in “Map 5.5 Proposed Pedestrian Facilities” as shown as follows:

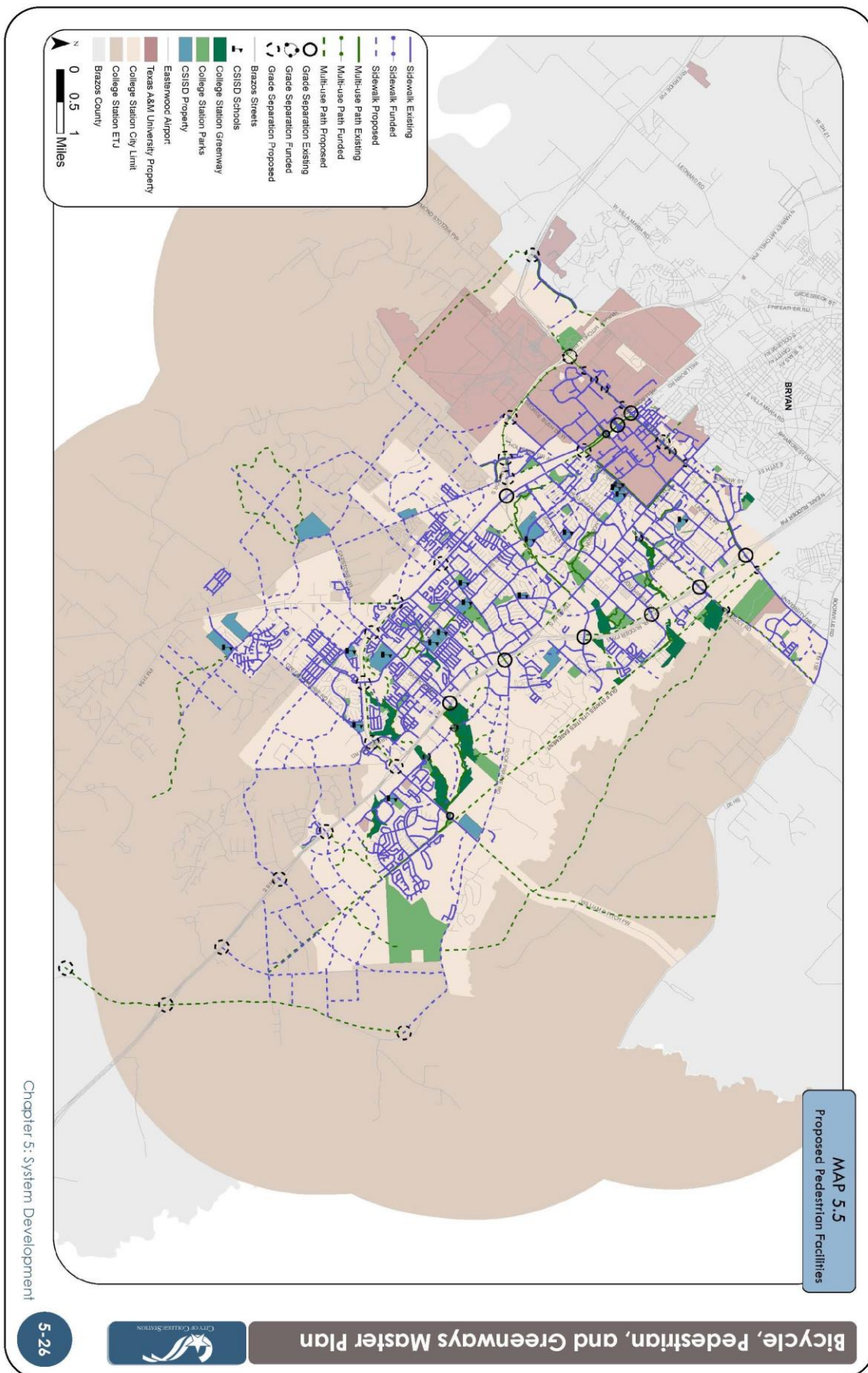


EXHIBIT “D”

That the “Comprehensive Plan of the City of College Station” is hereby amended by amending a portion of the Bicycle, Pedestrian, and Greenways Master Plan illustrated in “Map 7.1 Priorities for Proposed Bicycle Facilities” as shown as follows:

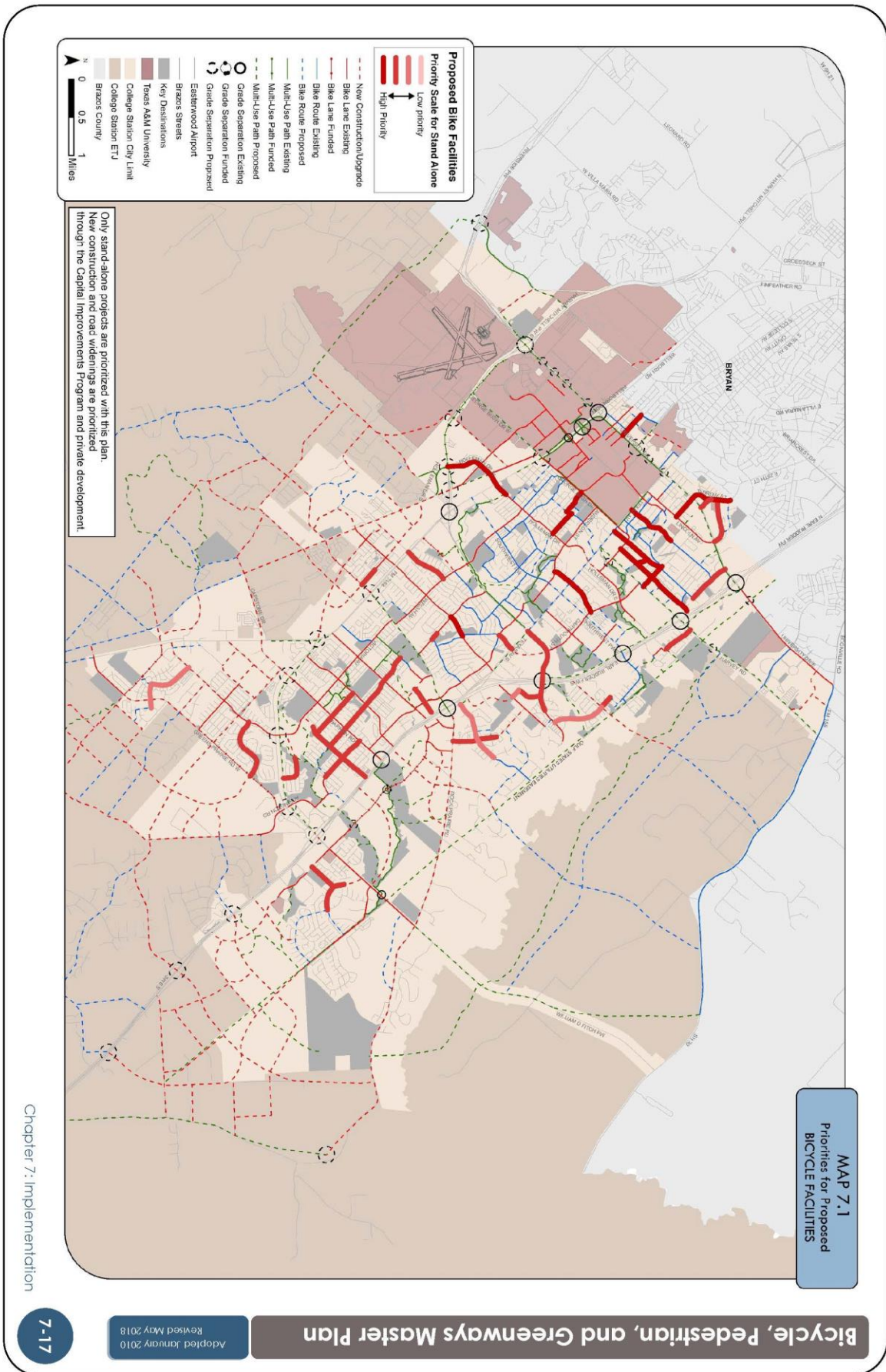


EXHIBIT “E”

That the “Comprehensive Plan of the City of College Station” is hereby amended by amending a portion of the Bicycle, Pedestrian, and Greenways Master Plan illustrated in “Map 7.2 Priorities for Proposed Bicycle Routes” as shown as follows:

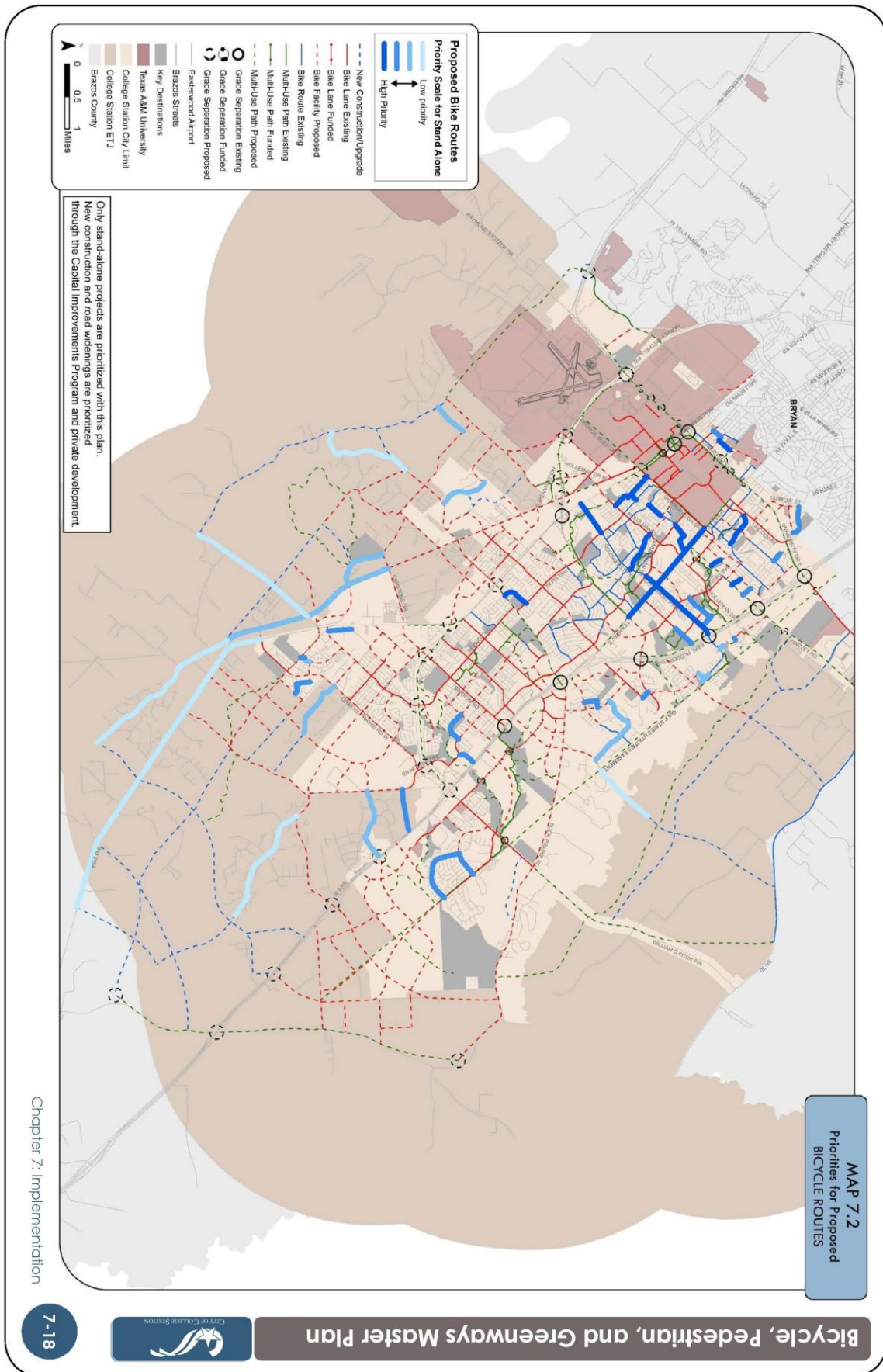


EXHIBIT “F”

That the “Comprehensive Plan of the City of College Station” is hereby amended by amending a portion of the Bicycle, Pedestrian, and Greenways Master Plan illustrated in “Map 7.3 Priorities for Proposed Sidewalks” as shown as follows:

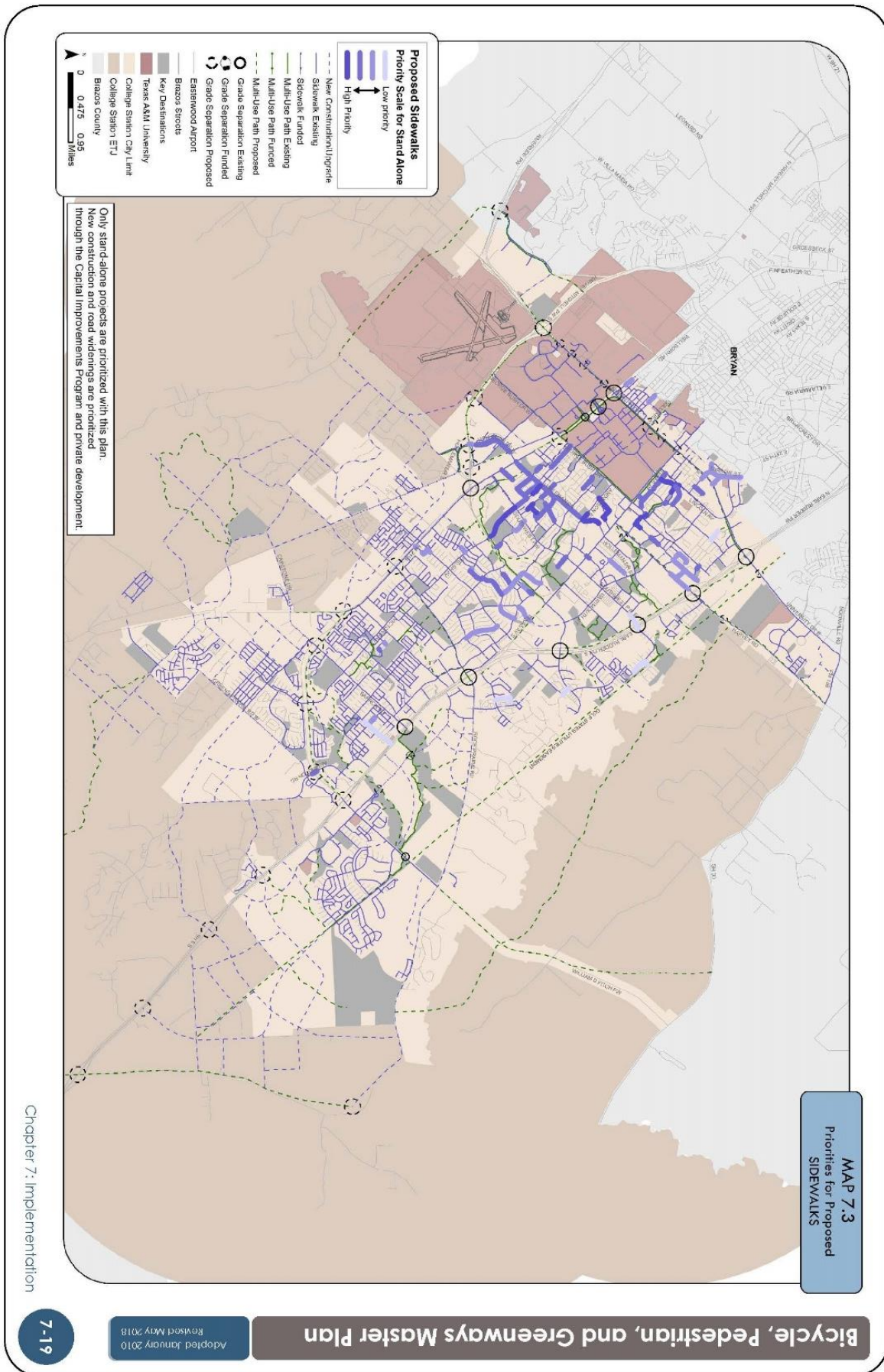
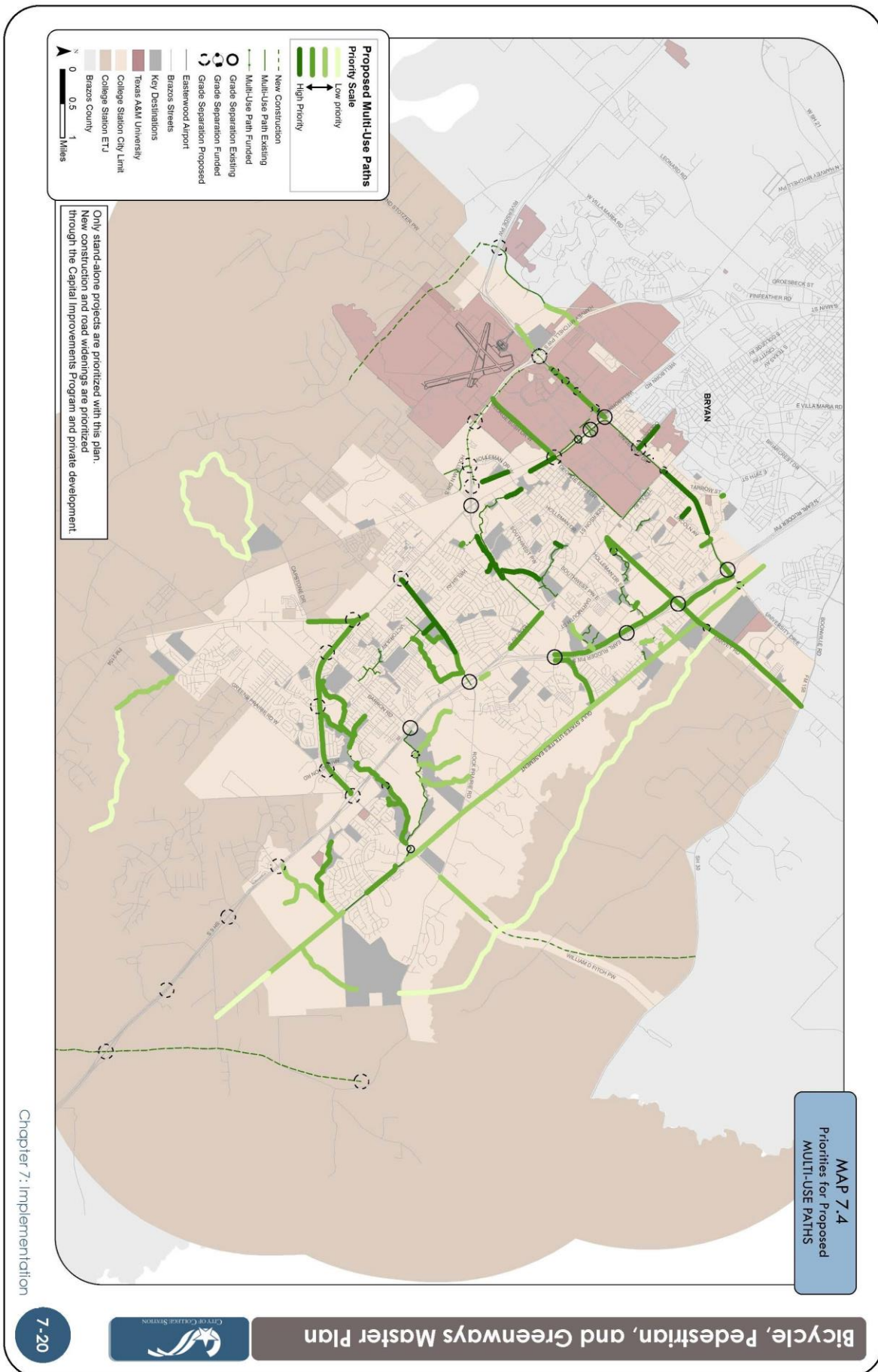


EXHIBIT “G”

That the “Comprehensive Plan of the City of College Station” is hereby amended by amending a portion of the Bicycle, Pedestrian, and Greenways Master Plan illustrated in “Map 7.4 Priorities for Proposed Multi-use Paths” as shown as follows:





Legislation Details (With Text)

File #: 18-0281 **Version:** 2 **Name:** RVP Appointment
Type: Appointment **Status:** Agenda Ready
File created: 4/16/2018 **In control:** City Council Regular
On agenda: 5/14/2018 **Final action:**
Title: Presentation, possible action, and discussion regarding an appointment to the Research Valley Partnership (RVP).
Sponsors: Tanya Smith
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an appointment to the Research Valley Partnership (RVP).

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: Jim Jett currently serves as College Station's appointee on the RVP Board. Mr. Jett term expires June 2018, but he would like to step down earlier. The new appointee would fill Mr. Jett's unexpired term and would be eligible to be reappointed for two additional three-year terms.

This item was discussed on April 26th and Council directed staff to bring back this item at the following Council meeting. The nominees discussed were Seth McKinney, Don House, and Johnny Burns.

Budget & Financial Summary: None

Attachments: None