College Station, TX

Meeting Agenda
City Council Regular
*Phone 888 475 4499 and Webinar ID: 939 6866 4660
Internet: https://zoom.us/j/93968664660

April 22, 2021 | **6:00 PM** | **1101 Texas Ave, College Station, TX 77840**

***The City uses a third-party vendor to help host the meeting and if the call-in number is not functioning access will be through the internet link only.**

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

Speaker Protocol: An individual who wishes to address the City Council regarding any item on the Regular Agenda shall register with the City Secretary prior to 2 p.m. on the day of the meeting. Individuals must register to speak or provide written comments at https://forms.cstx.gov/Forms/CSCouncil or provide a name and phone number by calling 979-764-3500. Upon being called to speak an individual must state their name and city of residence, including the state of residence if the city is located out of state. Speakers are encouraged to identify their College Station neighborhood or geographic location. Each speaker's remarks are limited to three (3) minutes. Any speaker addressing the Council through the use of a translator may speak for six (6) minutes. At the (3) minute mark the City Secretary will announce that the speaker must conclude their remarks.

2. Hear Visitors

During Hear Visitors an individual may address the City Council on any item which does not appear on the posted agenda. 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 concern shall be directed to the City Manager.

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

4. Consent Agenda

During the Consent Agenda an individual may address the City Council on any Consent Agenda Item. Presentation, discussion, and possible action on 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.

4.1. Presentation, discussion, and possible action of minutes for:
• April 8, 2021 Regular Meeting

Sponsors: Tanya Smith

Attachments: 1. RM040821 DRAFT Minutes

4.2. Presentation, discussion, and possible action on approving a change order for a Joint Use Pole Attachment Audit with TechServ Consulting and Training, LTD in the amount of $5,445.37.

Sponsors: Timothy Crabb

Attachments: 1. 21300077 TechServ, CO 1 signed

4.3. Presentation, discussion, and possible action regarding the extension of non-annexation development agreements entered into in 2011, for properties in the Wellborn area.

Sponsors: Molly Hitchcock

Attachments:
1. Non-Annexation Development Agreement Map
2. Non-Annexation Development Agreement - Silvy Property - 20110427
3. Non-Annexation Development Agreement - Thomas Property - 20110427

4.4. Presentation, discussion, and possible action regarding the first amendment to the Signal Performance Measure contract with Iteris Inc. adding Velocity Cloud System hosting service.

Sponsors:

Attachments:
1. Amendment agreement signed
2. Iteris SPM Velocity Amendment 2-23-21 (1)
3. Velocity_License_Agreement_Cloud Hosted

4.5. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, "Traffic and Vehicles", Article VI, “Traffic Schedules”, Section 38-1003, “Traffic Schedule III, Stop Signs” and presentation, discussion, and possible action regarding an ordinance amending Chapter 38, "Traffic and Vehicles", Article VI, “Traffic Schedules”, Section 38-1004,“Traffic Schedule IV, Yield Signs".

Sponsors: Troy Rother

Attachments:
1. Yield Signs Ordinance 2021
2. Stop Signs Ordinance 2021

5. Regular Agenda

During the Regular agenda an individual may address the City Council on any Regular Agenda item including those items not posted for Public Hearing. For those items posted for a Public Hearing, if the City Council needs additional information from the general public after the Public Hearing is closed some limited comments may be allowed at the discretion of the Mayor.

5.1. Public Hearing, presentation, discussion, and possible action adopting a resolution to approve an application to the U. S. Department of Housing and Urban Development for a loan through the Section 108 Loan Guarantee Program for LULAC Oak Hill Apartments Rehabilitation Project.

Sponsors: Debbie Eller

Attachments:
1. DRAFT Section 108 Application - LULAC Oak Hill
2. Attachment 2 - Resolution Approving Section 108 Application

5.2. Presentation, discussion, and possible action regarding a resolution approving a Chapter 380 Economic Development Agreement between the City of College Station, Texas, and Costco Wholesale Corporation.

Sponsors: Natalie Ruiz

Attachments:
1. Economic Development Agreement is on file with the City Secretary's Office

5.3. Presentation, discussion, and possible action approving a Property Purchase Agreement between the City of College Station and Costco Wholesale Corporation for an approximately 18.670 acre tract of land located generally near the intersection of Earl Rudder Freeway and Corporate Drive in the Midtown Business Park.

Sponsors: Natalie Ruiz

Attachments: 1. Real estate contract is on file with the City Secretary's Office

5.4. Presentation, discussion, and possible action regarding the Rental Registration Program and proposed fee structure.

Sponsors: Debbie Eller

Attachments: None

5.5. Presentation, discussion, and possible action regarding a professional services contract with Kirksey Architects, Inc. in the amount of $149,000 for the Design of 1207 Texas Avenue Renovation Project.

Sponsors: Emily Fisher

Attachments: 1. 1207 Texas Ave Kirksey proposal v3 rev edf

5.6. Presentation, discussion, and possible action on a resolution expressing opposition to the proposed Senate Bill 10 and similar legislation in the 87th Texas Legislature to restrict the ability of local governments to advocate for their communities.

Sponsors: Brian Piscacek

Attachments: 1. Resolution-SB 10_4-22-21

5.7. Presentation, discussion, and possible action regarding a return to in-person City Council meetings and adoption of guidelines for in-person and virtual (hybrid) meetings.

Sponsors: Bryan Woods

Attachments: None

6. Presentation, discussion, and possible action on future agenda items and review of standing list of Council generated agenda items:

A Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

7. Adjourn.

The City council may adjourn into Executive Session to consider any item listed on the agenda if a matter is raised that is appropriate for Executive Session discussion.

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on April 16, 2021 at 5:00 p.m.

Tanya Smith

City Secretary

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

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

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

April 22, 2021
Item No. 4.1.
Council Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• April 8, 2021 Regular Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: N/A

Budget & Financial Summary: None

Reviewed & Approved by Legal: No

Attachments:

1. RM040821 DRAFT Minutes

MINUTES OF THE REGULAR CITY COUNCIL MEETING
VIA TELECONFERENCE
CITY OF COLLEGE STATION
APRIL 8, 2021

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Present:
Karl Mooney, Mayor - absent

Council:
Bob Brick – Mayor Pro Tem
John Crompton
Linda Harvell
Elizabeth Cunha
John Nichols
Dennis Maloney

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

1. Call to Order and Announce a Quorum is Present and Pledge of Allegiance, Invocation, consider absence request.

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Pro Tem Brick via Teleconference at 5:01 p.m. on Thursday, April 8, 2021, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.074-Personnel, and §551.086-Competitive Matters, the College Station City Council convened into Executive Session at 5:01 p.m. on April 8, 2021, 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
- City of College Station v. Brazos Re Investors Group, LLC. Cause No.612-CC; In the County Court at Law No. 1 of Brazos County, Texas.

B. Consultation with attorney to receive legal advice; to wit:
- Legal advice regarding electric utility and Winter Storm Uri.

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

D. Deliberation on a competitive matter as that term is defined in Gov't Code Section 552.133; to wit:
- Power Supply

Executive Session recessed at 6:00 p.m.

3. Reconvene from Executive Session and take action, if any.

No vote or action was taken in Executive Session.

4. Hear Visitors Comments

No citizens comments at this time.

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

Items 6.2, and 6.9 were pulled from Consent for clarification.

(6.2): *Mary Ellen Leonard,* Finance Director, stated that the City's Financial Advisor and Bond Counsel recommend that the City issue Certificate of Obligations for utility projects instead of Utility Revenue Bonds (URBs); the pledge of the City's ad valorem tax base is a stronger credit than utility revenues and thus lowers the cost of borrowing. This has been the practice of the City since 2008. The Utility systems will cover their associated portion of debt service through utility revenues. The Certificates will be used to fund street, parks, public facilities, technology, water and wastewater projects, and pay debt issuance costs. The maximum amount of Certificates of Obligation indebtedness that may be authorized to be sold is $62,443,000.

(6.9): *Aubrey Nettles,* Economic Development Manager, explained that for property located within the boundaries of the Interlocal Agreement, the District will develop and dedicate parks to the City through the standard development dedication process. Additionally, the District will maintain and program parks and related facilities. The District agrees at its sole cost and expense to perform the day-to-day operation and maintenance of the parks and park facilities and to perform ordinary repairs and maintenance. The District has the right to receive all revenue collected from District-programmed activities held within these parks and park facilities. The initial term of the Interlocal Agreement is for 50 years, and this agreement can be renewed for one more additional 50-year term. There should be no negative impact to the City of College Station as the District agrees at its sole cost and expense to perform the day-to-day operation and maintenance of the park and park facilities and to perform ordinary repairs and maintenance.

6. CONSENT AGENDA

6.1. Presentation, possible action, and discussion of minutes for:
- **March 22, 2021 Special Meeting**
- **March 25, 2021 Workshop Meeting**
- **March 25, 2021 Regular Meeting**

6.2. Presentation, discussion, and possible action to approve Resolution No. 04-08-21-6.2 by the City Council of the City of College Station, Texas, directing publication of notice of intention to issue certificates of obligation, series 2021; and providing an effective date.

6.3 Presentation, discussion, and possible action regarding the fiscal year FY21 funding of $1,629,793 for retirement obligations.

6.4 Presentation, discussion, and possible action on renewing a General Service Contract with Emergicon, LLC providing ambulance billing, accounts receivable and delinquent account collection services for an annual not-to-exceed amount of $175,000. (PULLED)

6.5 Presentation, discussion, and possible action regarding Change Order 3 in the amount of $132,489 to the construction contract with CSA Construction, Inc. for the Lick Creek Wastewater Treatment Plant Expansion project.

6.6 Presentation, discussion, and possible action regarding Change Order 1 in the amount of $8,000 to the professional services contract with Jones & Carter, LLC. for the Sandy Point Pump Station Site Improvements Project.

6.7 Presentation, discussion, and possible action regarding a construction contract in the amount of $112,200 with Norman Construction Services, LLC for the Castle Rock Sidewalk Project.

6.8 Presentation, discussion, and possible action regarding approval of and ratifying an emergency repair contract in the amount of $232,988 for the Barron Road 24” Water Line emergency repair performed by Elliott Construction, LLC.

6.9 Presentation, discussion, and possible action regarding an Interlocal Agreement Between the City of College Station and Rock Prairie Management District No. 2 relating to park facilities.

Consent Agenda Item 6.2 was pulled for a separate vote.

Consent Agenda Item 6.4 was pulled to a future meeting.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Nichols the City Council voted six (6) for and none (0) opposed, to approve the Consent Agenda, with the exception of Consent Items 6.2 and 6.4. The motion carried unanimously.

(6.2) MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Nichols the City Council voted five (5) for and one (1) opposed, with Councilmember Cunha voting against, to approve the Consent Agenda Item 6.2, Resolution No. 04-08-21-6.2 by the City Council of the City of College Station, Texas, directing publication of notice of intention to issue certificates of obligation, series 2021; and providing an effective date. The motion carried.

7. REGULAR AGENDA

7.1 Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2021-4255 vacating and abandoning an 843 square foot portion of a 10 foot Sewer Easement located within Lot 2, Block 3 of The Glade, First Installment Subdivision, according to the plat recorded in Volume 213, Page 359, of the Deed Records of Brazos County, Texas, and a 1,265 square foot portion of a 15-foot Sewer Easement located within Lot 2, Block 3 of The Glade, First Installment Subdivision, according to the plat recorded in Volume 213, Page 359, of the Deed Records of Brazos County, Texas, and described in the Easement recorded in Volume 305, Page 161.

Erika Bridges, Planning and Development, stated that the City's current Woodson Village Rehabilitation Project includes abandonment and relocation of a 12-inch sanitary sewer line within a portion of the 10-foot and 15-foot Sanitary Sewer Easements to a recently dedicated 10-foot Water and Wastewater Easement. Upon completion of the sanitary sewer line relocation project, the portions of 10-foot and 15-foot Sanitary Sewer Easements will no longer be necessary.

At approximately 6:52 p.m., Mayor Pro Tem Brick opened the Public Hearing.

There being no comments, the Public Hearing was closed at 6:52 p.m.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Harvell, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance No. 2021-4255, vacating and abandoning an 843 square foot portion of a 10 foot Sewer Easement located within Lot 2, Block 3 of The Glade, First Installment Subdivision, according to the plat recorded in Volume 213, Page 359, of the Deed Records of Brazos County, Texas, and a 1,265 square foot portion of a 15-foot Sewer Easement located within Lot 2, Block 3 of The Glade, First Installment Subdivision, according to the plat recorded in Volume 213, Page 359, of the Deed Records of Brazos County, Texas, and described in the Easement recorded in Volume 305, Page 161. The motion carried unanimously.

7.2 Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2021-4256 vacating and abandoning a 1,295 square foot Easement lying between Lots 5 & 6, Block 9 of The Knoll Subdivision, according to the replat recorded in Volume 140, Page 458 of the Deed Records of Brazos County, Texas.

Erika Bridges, Planning and Development, stated that the City's current Woodson Village Rehabilitation Project includes abandonment and relocation of a 6-inch sanitary sewer line within a 1,295 square foot Easement to a recently dedicated 20-foot wide Public Utility Easement. Upon completion of the sanitary sewer line relocation project, the 1,295 square foot Easement will no longer be necessary.

At approximately 6:54 p.m., Mayor Pro Tem Brick opened the Public Hearing.

There being no comments, the Public Hearing was closed at 6:54 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Maloney, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance No. 2021-4256, vacating and abandoning a 1,295 square foot Easement lying between Lots 5 & 6, Block 9 of The Knoll Subdivision, according to the replat recorded in Volume 140, Page 458 of the Deed Records of Brazos County, Texas. The motion carried unanimously.

7.3 <u>Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2021-4257 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 boundary from R Rural to GS General Suburban on approximately 5 acres of land located at 3006 Norton Lane.</u>

Jesse Dimeolo, Planning and Development, stated that this request is to rezone approximately 5 acres of mostly undeveloped land located between William D Fitch Parkway, Wellborn Road, and Barron Road from R Rural to GS General Suburban. The tract was originally zoned R Rural upon annexation to the City in 1995. This zoning request is in effort to provide additional single-family housing supply to this area of the city.

Mr. Dimeolo explained that the subject property generally drains to the northwest and the southeast corners. The tract is not encumbered by FEMA Special Flood Hazard Area (SFHA). Downstream detention will be provided to accommodate full build-out. Additional drainage improvements and other public infrastructure required with site development shall be designed and constructed in accordance with the B/CS Unified Design Guidelines. The subject property has access to Jeanne Drive, which is constructed as a minor collector but not designated as one on the City's Thoroughfare Plan. A Traffic Impact Analysis (TIA) was not required as part of the rezoning request due to the applicant showing anticipated peak trip rate to be less than the 150 thresholds. The applicant has stated that the current R Rural zoning is not the highest and best use for the property. The market price of the land exceeds the allowed use of the property and therefore is not marketable without a rezoning.

The Planning and Zoning Commission heard this item at their March 18, 2021 regular meeting where they voted unanimously to recommend approval. Staff also recommends approval of the rezoning.

At approximately 6:57 p.m., Mayor Pro Tem Brick opened the Public Hearing.

Janette Dale, College Station, stated that she is adjacent to the proposed rezoning property and she understands the need for single family homes and development in the area. However, she has concerns about this development becoming more of a rental community, the density of the development, and future connectivity to the proposed thoroughfare. She also stated that she would hope there would be some buffered area or fencing between the development and existing properties.

There being no further comments, the Public Hearing was closed at 7:00 p.m.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Nichols, the City Council voted five (5) for and one (1) opposed, with Councilmember Harvell voting against, to adopt Ordinance No. 2021-4257, 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 boundary from R Rural to GS General Suburban on approximately 5 acres of land located at 3006 Norton Lane. The motion carried.

7.4 <u>Presentation, discussion, and possible action regarding Ordinance No. 2021-4258 consenting to and extending the Mayor's renewal of a disaster declaration due to public health emergency.</u>

Jeff Capps, Interim City Manager, stated that on April 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, and March 8, 2021. The conditions necessitating the declaration of a state of disaster and mayoral orders continue to exist. The Council needs to consent to and approve the Mayor's Disaster Declaration renewal.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Harvell, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance No. 2021-4258, consenting to and extending the Mayor's renewal of a disaster declaration due to public health emergency. The motion carried unanimously.

8. <u>Council Calendar</u>

7. <u>Discussion, review, and possible action regarding the following meetings: Animal Shelter Board, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Census Committee Group, Compensation and Benefits Committee, Comprehensive Plan Evaluation Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, 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, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments, (Notice of Agendas posted on City Hall bulletin board.)</u>

Councilmember Nichols reported on BVSWMA.

Councilmember Cunha reported on Business over Breakfast, Builders and Developers Breakfast, Joint Relief Funding Review Committee, City Council Audit Committee, Historic Preservation Committee, and Rock Prairie Management District 2.

Councilmember Harvell reported on Unbound Night of Hope and the Historic Preservation Committee.

9. <u>Presentation, discussion, and possible action 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.</u>

Councilmember Harvell requested an update on Aggie Park and potential drainage issues.

Councilmember Harvell requested an item on architectural designs for Northgate.

Councilmember Crompton requested a workshop item on the status of a proposal to construct bird blinds in Lick Creek Park.

Councilmember Crompton requested that a previously request future agenda modifying the Parkland Dedication ordinance includes four additional features. Those features are a provision for up to 50% credit for land or private amenities, an update to the average cost per acre of land used to determine the various fees, a mechanism for ensuring park development fees recognize developed and passive parks, and a policy in the ETJ requiring parkland dedication fees for those developments, but with a developer credit for private facilities.

Councilmember Crompton requested a workshop item on the economic viability of investing in vegetation such as tree canopies to reduce the "Heat Island Effect."

Councilmember Maloney requested a future agenda item for a resolution from council in opposition to the proposed Texas (SB10) Senate Bill 10.

Councilmember Brick requested a presentation on ways the City can support communication between developers and the community.

10. <u>Adjournment.</u>

There being no further business, Mayor Pro Tem Brick adjourned the Regular Meeting of the City Council at 7:42 p.m. on Thursday, April 8, 2021.

____
Karl Mooney, Mayor

ATTEST:

____
Tanya Smith, City Secretary

April 22, 2021
Item No. 4.2.
Change Order for Contract 21300077

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on approving a change order for a Joint Use Pole Attachment Audit with TechServ Consulting and Training, LTD in the amount of $5,445.37.

Relationship to Strategic Goals:
Core Services & Infrastructure

Recommendation(s): Staff recommends approving the change order to increase Contract 21300077 by $5,445.37.

Summary: After reviewing the final report and invoices from TechServ's joint use pole attachment audit, staff discovered that the pole inventory in the Electric GIS, and included in the original scope of work, did not match the number of poles found during the audit. Staff researched and field checked the non-inventoried poles and verified that the poles did belong to CSU and were not shown in GIS. Staff has revised the pole count to include all CSU poles found during the audit. This discrepancy necessitates a change order to include these poles in the audit and brings the total contract amount to $104,932.90, which requires City Council approval.

Budget & Financial Summary: The amount of $5,445.37 is available in the Electric Operations and Maintenance budget. The original amount for Contract 21300077 is $99,487.53; if approved, the new contract total is $104,932.90. Approximately $70,305 of the contract amount will be reimbursed by the communications companies that attach to CSU poles, which is required by their contracts.

Reviewed & Approved by Legal: No

Attachments:
1. 21300077 TechServ, CO 1 signed

CHANGE ORDER NO.	DATE: April 6, 2021	Contract No. 213000077
PO No.	RFP#20-071 Joint Use Pole Attachment Audit	V#5322

OWNER:
City of College Station
P.O. Box 9960
College Station, Texas 77842

CONTRACTOR:
TechServ Consulting & Training, LTD
12078 Hwy 64 W Ph: 800-903-8183
Tyler TX 75704 Fax:

PURPOSE OF THIS CHANGE ORDER:
A. Additional Funds for locating and auditing additional Poles, not allocated within Contract
B.
C.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	1	Audit services for poles not in the original count	$5,445.00		1	$ 5,445.00
2						$ -
3						$ -
					TOTAL	$ 5,445.00

THE NET EFFECT OF THIS CHANGE ORDER IS 5.47 % INCREASE

LINE 1 (acct./work order number)	**$ 5,445.37**	
LINE 2 (acct./work order number)	$ -	
LINE 3 (acct./work order number)	$ -	
TOTAL CHANGE ORDER	$ 5,445.37	
ORIGINAL CONTRACT AMOUNT	**$ 99,487.53**	
CHANGE ORDER NO. 1	**$ 5,445.37**	**5.47% % CHANGE**
CHANGE ORDER NO. 2		0.00% % CHANGE
REVISED CONTRACT AMOUNT	$ 104,932.90	5.47% % TOTAL CHANGE
ORIGINAL CONTRACT TIME	Days	
Time Extension No. 1	Days	
Revised Contract Time	0 Days	
SUBSTANTIAL COMPLETION DATE		
REVISED SUBSTANTIAL COMPLETION DATE		

APPROVED

Brian Mitchell 4/6/2021
A/E CONTRACTOR Date

Timothy Ray Crabb, P.E. 4/7/2021
DEPARTMENT DIRECTOR Date

CONSTRUCTION CONTRACTOR Date

ASST CITY MGR - CFO Date

PROJECT MANAGER Date

CITY ATTORNEY Date

CITY ENGINEER Date

CITY MANAGER Date

SUB	Invoice Amount	Pole w/ Mid Span ($ 4.56)		Mid Spans ($ 4.56)		Poles w/o Mid Spans ($ 7.62)		Go Backs ($ 10.50)		Base Data ($ 3.98)		Sub Total
No Sub	$ 2,431.72	22	$ 100.32	24	$ 109.44	184	$ 1,402.08	0	$ -	206	$ 819.88	$ 2,431.72
Switch Station	$ 10,604.40	489	$ 2,229.84	569	$ 2,594.64	297	$ 2,263.14	37	$ 388.50	786	$ 3,128.28	$ 10,604.40
Post Oak	$ 27,945.32	1,429	$ 6,516.24	1,801	$ 8,212.56	621	$ 4,732.02	31	$ 325.50	2,050	$ 8,159.00	$ 27,945.32
Southwood	$ 26,460.10	1,333	$ 6,078.48	1,613	$ 7,355.28	595	$ 4,533.90	78	$ 819.00	1,928	$ 7,673.44	$ 26,460.10
Greens Prairie	$ 5,763.28	292	$ 1,331.52	310	$ 1,413.60	160	$ 1,219.20	0	$ -	452	$ 1,798.96	$ 5,763.28
Spring Creek	$ 7,909.06	315	$ 1,436.40	341	$ 1,554.96	305	$ 2,324.10	12	$ 126.00	620	$ 2,467.60	$ 7,909.06
Dowling Road	$ 13,474.26	611	$ 2,786.16	732	$ 3,337.92	424	$ 3,230.88	0	$ -	1,035	$ 4,119.30	$ 13,474.26
Northgate	$ 4,032.70	137	$ 624.72	147	$ 670.32	189	$ 1,440.18	0	$ -	326	$ 1,297.48	$ 4,032.70
Graham Road	$ 6,312.06	301	$ 1,372.56	327	$ 1,491.12	194	$ 1,478.28	0	$ -	495	$ 1,970.10	$ 6,312.06
Grand Total	$ 104,932.90	4,929	$ 22,476.24	5,864	$ 26,739.84	2,969	$ 22,623.78	158	$ 1,659.00	7,898	$ 31,434.04	
		$ 22,476.24		$ 26,739.84		$ 22,623.78		$ 1,659.00		$ 31,434.04		**Unit Total**
												$ 104,932.90
											Original	$ 99,487.53
											Change Order	$ 5,445.37

Pricing

City of College Station Electric System
Joint Use Pole Attachments Audit 2020

RFP NO. 20-071 PROPOSAL

Contractor's Company:

TechServ

Total number of poles for audit:	7,592	
	Each	Extended
Base Data (per location) - GPS Coordinates sub-meter horizontal accuracy - Pole type - Attachment owner(s) - Number of attachments - Number of overlashing	$ 3.98	$ 30,239.30
Add-ons		
Attachments' height above ground at pole (per location)	$ 4.56	$ 34,624.12
Attachment's height above ground at mid-span (per location)	$ 4.56	$ 34,624.12
Single photo of the framing (per location)	$ -	$ -

Base Total Price:	$ 30,239.30
Grand Total Price (w/ add-ons):	$ 99,487.53

April 22, 2021

Item No. 4.3.

Satus of non-annexation development agreements entered into in 2011.

Sponsor: Molly Hitchcock, Assistant Director of Planning and Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the extension of non-annexation development agreements entered into in 2011, for properties in the Wellborn area.

Relationship to Strategic Goals:

- Good Governance
- Financial Sustainability
- Core Services & Infrastructure
- Sustainable City

Recommendation(s): Extend the agreements for a period not to exceed 10 years.

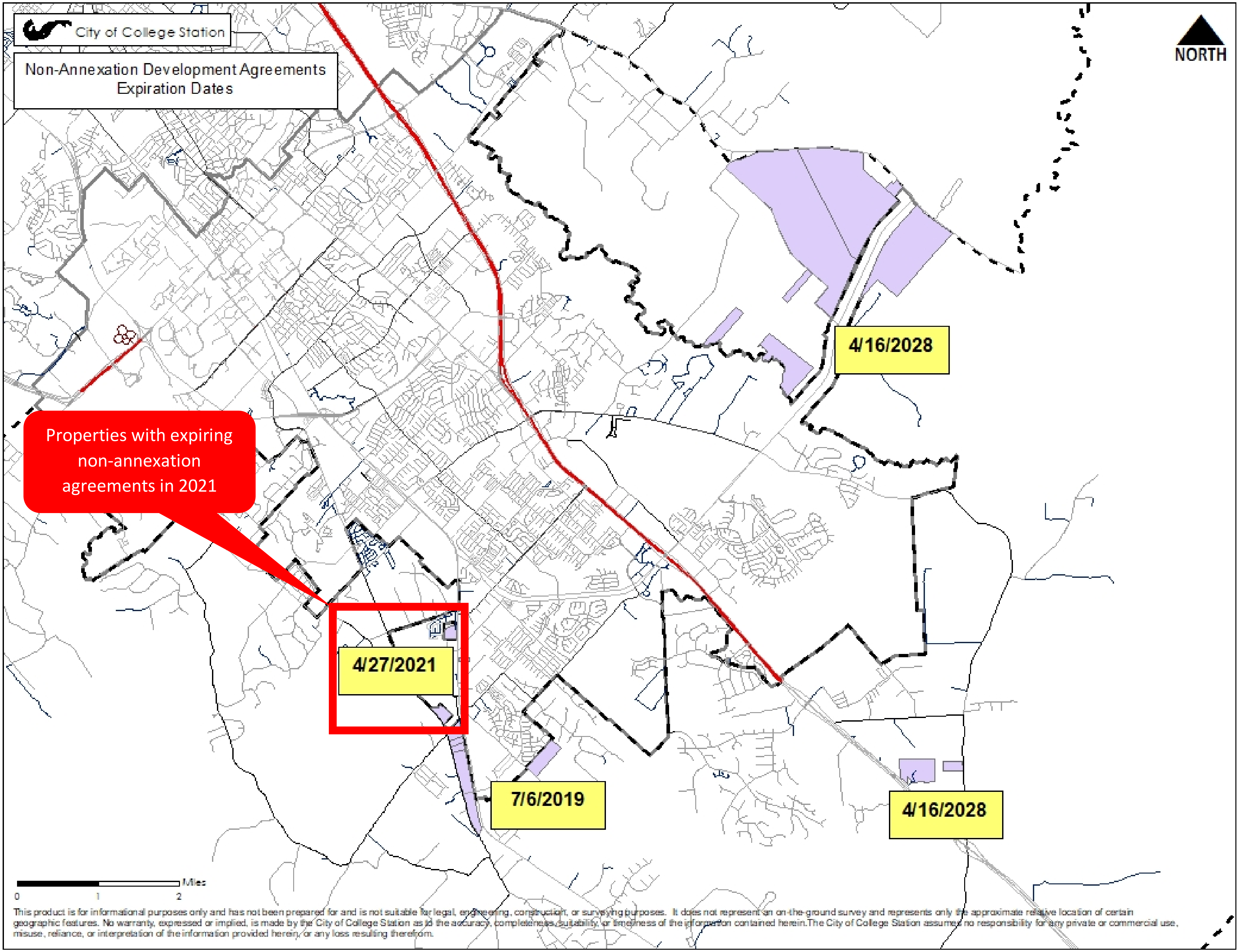
Summary: As part of the process of the Wellborn-area annexation in 2012, non-annexation development agreements were extended to property owners in accordance with state statute. The agreements were for a period of ten years and will be expiring on 4/27/2021. The City Council has the ability to allow them to expire, extend the expiration, or move forward with commencing annexation proceedings.

Budget & Financial Summary: If the agreements are allowed to expire or if they are extended, there would not be a financial impact. However, if the Council wishes to move forward with commencing annexation proceedings, there would be a financial impact based on the extension of services that would have to be further outlined in a Service Agreement between the City and property owners at a later date.

Reviewed & Approved by Legal: No

Attachments:

1. Non-Annexation Development Agreement Map
2. Non-Annexation Development Agreement - Silvy Property - 20110427
3. Non-Annexation Development Agreement - Thomas Property - 20110427


City of College Station
Non-Annexation Development Agreements
Expiration Dates
NORTH
Properties with expiring non-annexation agreements in 2021
4/16/2028
4/27/2021
7/6/2019
4/16/2028
Miles
0
1
2
This product is for informational purposes only and has not been prepared for and is not suitable for legal, engineering, construction, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of certain geographic features. No warranty, expressed or implied, is made by the City of College Station as to the accuracy, completeness, suitability, or timeliness of the information contained herein. The City of College Station assumes no responsibility for any private or commercial use, misuse, reliance, or interpretation of the information provided herein, or any loss resulting therefrom.

ROUTING SHEET
CONTRACTS & OTHER AGREEMENTS
(These Documents Require Council Approval)

1 Originals sent to Fiscal on 4/27/11
1 Original sent to CSO on 4/27/11
Scanned into Laserfiche on 4/27/11
1 Original/Copy to Dept on 4/27/11

Contract No.: 11-235 **Project No.:**

Project Name: Non-Annexation Development Agreement

Name of Contractor: Nova & Valeen Silvy, Property Owners

Contract Description: Agreement between the City and property owner regarding future annexation

CRC Approval Date (if required):

Department Representative/Extension

Council Approval Date (if required): 14 April 2011 Lance Simms X3742

Agenda Item No.: Regular #2

Finance Review Required: Insurance Certificates: WH Performance Bond: NA Payment Bond: NA BSW

(person reviewing, please initial if approved)

Comments: A McMahon A-167, Tract 8.1
Routing one original – property owner and department to receive copies

Deputy **CITY SECRETARY** — **DATE** 4/27/11

MAYOR — **DATE** 4-26-11

CITY MANAGER — **DATE** 4-26-11

LEGAL DEPARTMENT — Carla A Robinson — **DATE** 04/25/11

CHIEF FINANCIAL OFFICER — **DATE** 4-22-11

DEPARTMENT DIRECTOR/ ADMINISTERING CONTRACT DIRECTOR — **DATE** 4/20/11

Revised 9/2008

14 April 2011
Regular Agenda Item No. 2
Non-Annexation Development Agreements

To: David Neeley, City Manager

From: Bob Cowell, AICP, CNU-A, Director ofP lanning & Development Services

Agenda Caption: Presentation, possible action, and discussion regarding three non-annexation development agreements associated with the Wellborn annexation.

Recommendation(s): Staff recommends approval of the non-annexation development agreements. Based upon previous direction from the Council, staff also recommends conditionally approving the development agreements contingent upon annexation.

Summary:T he purpose of this agenda item is to provide the Council with the opportunity to approve three non-annexation development agreements associated with the proposed Wellborn annexation. In compliance with State statue, the City of College Station extended 13 non-annexation development agreement offers to owners of property located within the area identified for annexation. The non-annexation development agreements contain the following provisions:

- A guarantee that the City will not annex the property fora period of ten (10) years unless the terms of the agreement are violated.
- A promise by the owner(s)t o use the property in a way that is consistent with the City's A-O (Agricultural Open) zoning district.
- A promise by the owner that no person will file a plat or related development document for the property.
- A provision that a violationo f the agreement by thel andowner by commencing development will constitute a petition for voluntary annexation.
- A provision requiring building construction allowed by the agreement to comply with the applicable City codes and ordinances.
- A provision that the agreement be recorded in the property records at the County Clerk's Office so that the agreement will run with the land.

The three non-annexation development agreements represent 35.9 acres or approximately 5.3% of the original area identified for annexation.

Budget & Financial Summary: A Fiscal Impact Analysis (projecting costs and revenues upon full build-out of the proposeda nnexed areas) was developedw henp reparing the exempt annexation package. The annexation development agreements may have the effect ofe xtending the time required to reach ultimate build-out.

Attachments:

1. Map Showing Areas Affected by Non-Annexation Development Agreements
2. Non-Annexation Development Agreement Summary
3. Standard Development Agreement (hard copies of all development agreements are available in the City Secretary's Office)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of College Station, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Brazos County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Brazos County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use(s) of the property, without the prior written consent of the City. The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Brazos County or the City until the Property has been annexed into, and zoned by, the City. The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's A-O (Agricultural Open) District zoning requirements apply to the Property, and that the Property shall be used only for A-O (Agricultural Open) District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single-family dwelling or an accessory structure for the benefit of agricultural uses in compliance with all applicable City ordinances and codes. The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is ten (10) years from the date that the Mayor's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned A-O (Agricultural Open) pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of College Station
Attn: City Manager
P.O. Box 9960
College Station, Texas 77842

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Brazos County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Brazos County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 14 day of December, 2010.

OWNER(S)

Owner
Printed Name: NOVA Silvy

Owner
Printed Name: Valeen Silvy

Owner
Printed Name: ____________________

Owner
Printed Name: ____________________

STATE OF Texas)
) ACKNOWLEDGMENT
COUNTY OF Brazos)

This instrument was acknowledged before me on the 14 day of Dec, 2010, by Nova Silvy in his/her capacity as owner of Property.

Vicki Lynn Buckbee
Notary Public in and for
the State of Texas

VICKI LYNN BUCKBEE
Notary Public,
State of Texas
Comm. Exp. 02-01-11

CITY OF COLLEGE STATION

Nancy Berry

Nancy Berry, Mayor

4-26-11

Date

ATTEST:

Tanya McNutt

City Secretary Deputy

4/27/11

Date

APPROVED:

City Manager

4-26-11

Date

Carla A Robinson

City Attorney

04/25/11

Date

Chief Financial Officer

4-22-11

Date

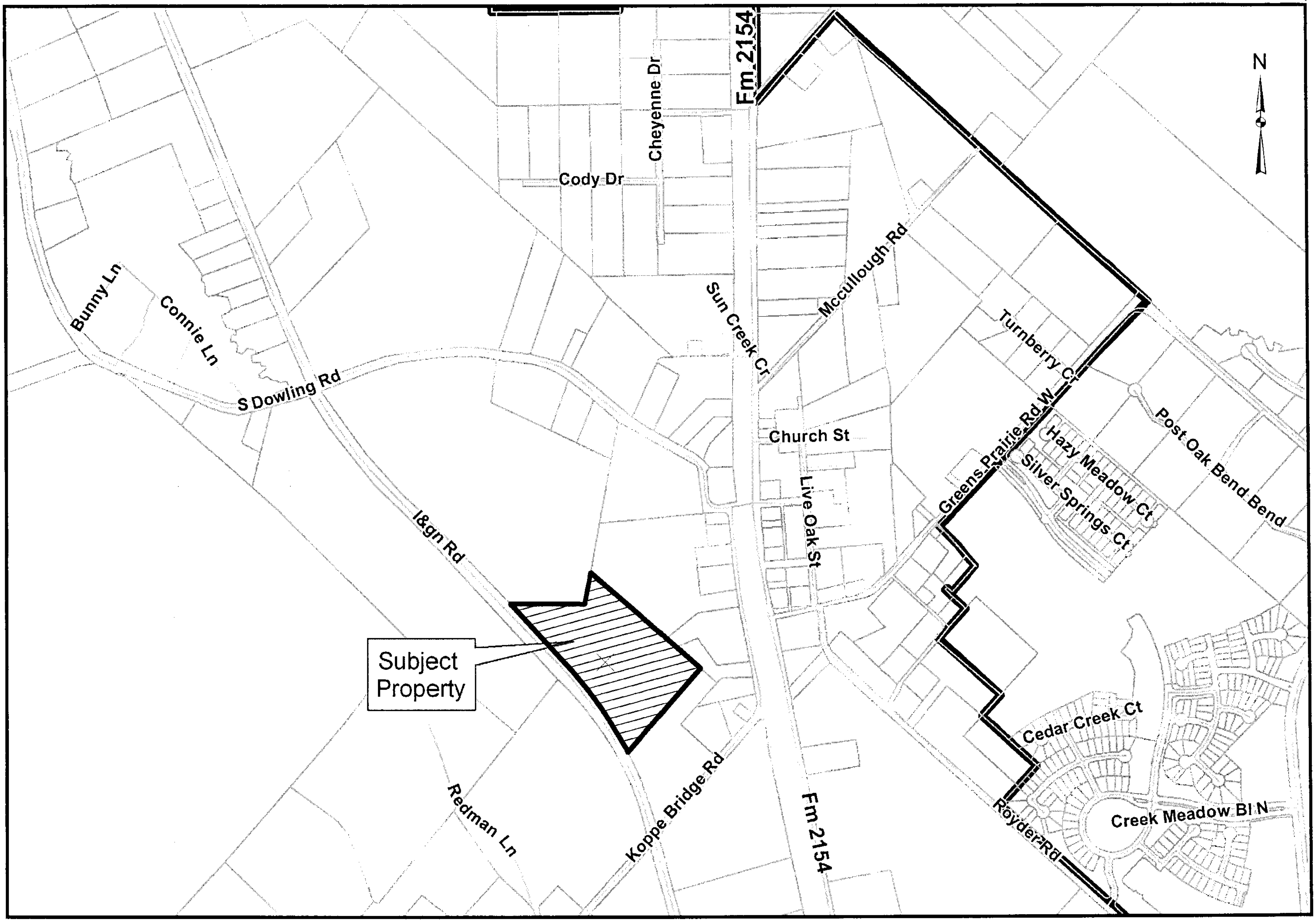
STATE OF TEXAS)
) ACKNOWLEDGMENT
COUNTY OF BRAZOS)

This instrument was acknowledged before me on the 27 day of April, 2011, by Nancy Berry, in the capacity as Mayor of the City of College Station, a Texas home-rule municipality, on behalf of said municipality.

CELIA HERNANDEZ
Notary Public, State of Texas
My Commission Expires
March 30, 2012

Celia Hernandez

Notary Public in and for
the State of Texas



SILVY NOVA J & VALEEN	A016700, A MCMAHON A-167 TRACT 8.1, 18. ACRES	EXHIBIT "A"

ROUTING SHEET

CONTRACTS & OTHER AGREEMENTS

(These Documents Require Council Approval)

1 Originals sent to Fiscal on 4/27/11
1 Original sent to CSO on 4/27/11
Scanned into Laserfiche on 4/27/11
1 Original/Copy to Dept on 4/27/11

Contract No.: 11-234. **Project No.:**

Project Name: Non-Annexation Development Agreement

Name of Contractor: Penelope Thomas, Property Owner

Contract Description: Agreement between the City and property owner regarding future annexation

CRC Approval Date (if required):

Council Approval Date (if required): 14 April 2011

Department Representative/Extension
Lance Simms X3742

Agenda Item No.: Regular #2

Finance Review Required: Insurance Certificates: NA RB Performance Bond: NA Payment Bond: NA BAW

(person reviewing, please initial if approved)

Comments: A McMahon A-167, Tract 29
Routing one original – property owner and department to receive copies

Deputy **CITY SECRETARY**	4/27/11 **DATE**
MAYOR	4-26-11 **DATE**
CITY MANAGER	4-26-11 **DATE**
Carla A Robinson **LEGAL DEPARTMENT**	04/25/11 **DATE**
CHIEF FINANCIAL OFFICER	4-22-11 **DATE**
DEPARTMENT DIRECTOR/ ADMINISTERING CONTRACT DIRECTOR	4/20/11 **DATE**

Revised 9/2008

14 April 2011
Regular Agenda Item No. 2
Non-Annexation Development Agreements

To: David Neeley, City Manager

From: Bob Cowell, AICP, CNU-A, Director ofP lanning & Development Services

Agenda Caption: Presentation, possible action, and discussion regarding three non-annexation development agreements associated with the Wellborn annexation.

Recommendation(s): Staff recommends approval of the non-annexation development agreements. Based upon previous direction from the Council, staff also recommends conditionally approving the development agreements contingent upon annexation.

Summary:T he purpose of this agenda item is to provide the Council with the opportunity to approve three non-annexation development agreements associated with the proposed Wellborn annexation. In compliance with State statue, the City of College Station extended 13 non-annexation development agreement offers to owners of property located within the area identified for annexation. The non-annexation development agreements contain the following provisions:

- A guarantee that the City will not annex the property fora period of ten (10) years unless the terms of the agreement are violated.
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- A provision that the agreement be recorded in the property records at the County Clerk's Office so that the agreement will run with the land.

The three non-annexation development agreements represent 35.9 acres or approximately 5.3% of the original area identified for annexation.

Budget & Financial Summary: A Fiscal Impact Analysis (projecting costs and revenues upon full build-out of the proposeda nnexed areas) was developedw henp reparing the exempt annexation package. The annexation development agreements may have the effect ofe xtending the time required to reach ultimate build-out.

Attachments:

1. Map Showing Areas Affected by Non-Annexation Development Agreements
2. Non-Annexation Development Agreement Summary
3. Standard Development Agreement (hard copies of all development agreements are available in the City Secretary's Office)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of College Station, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Brazos County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Brazos County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use(s) of the property, without the prior written consent of the City. The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Brazos County or the City until the Property has been annexed into, and zoned by, the City. The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's A-O (Agricultural Open) District zoning requirements apply to the Property, and that the Property shall be used only for A-O (Agricultural Open) District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single-family dwelling or an accessory structure for the benefit of agricultural uses in compliance with all applicable City ordinances and codes. The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

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Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is ten (10) years from the date that the Mayor's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

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City of College Station
Attn: City Manager
P.O. Box 9960
College Station, Texas 77842

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Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

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Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Brazos County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 24 day of January, ~~2010~~. 2011

OWNER(S)

Owner Penelope Sue Thomas

Printed Name: Penelope Sue Thomas

Owner

Printed Name: ______________________

Owner

Printed Name: ______________________

Owner

Printed Name: ______________________

STATE OF Texas)

) ACKNOWLEDGMENT

COUNTY OF Brazos)

This instrument was acknowledged before me on the 24th day of January, ~~2010~~ 2011, by Penelope Sue Thomas in his/her capacity as owner of 14222 Buggy Lane College Station TX 77845

Brittany N. Caldwell

Notary Public in and for the State of Texas

BRITTANY N. CALDWELL
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
03-11-2012

CITY OF COLLEGE STATION

Nancy H Berry

Nancy Berry, Mayor

4-26-11

Date

ATTEST:

Tanya McNutt

City Secretary Deputy

4/27/11

Date

APPROVED:

[signature]

City Manager

4-26-11

Date

Carla A Robinson

City Attorney

04/25/11

Date

[signature]

Chief Financial Officer

4-22-11

Date

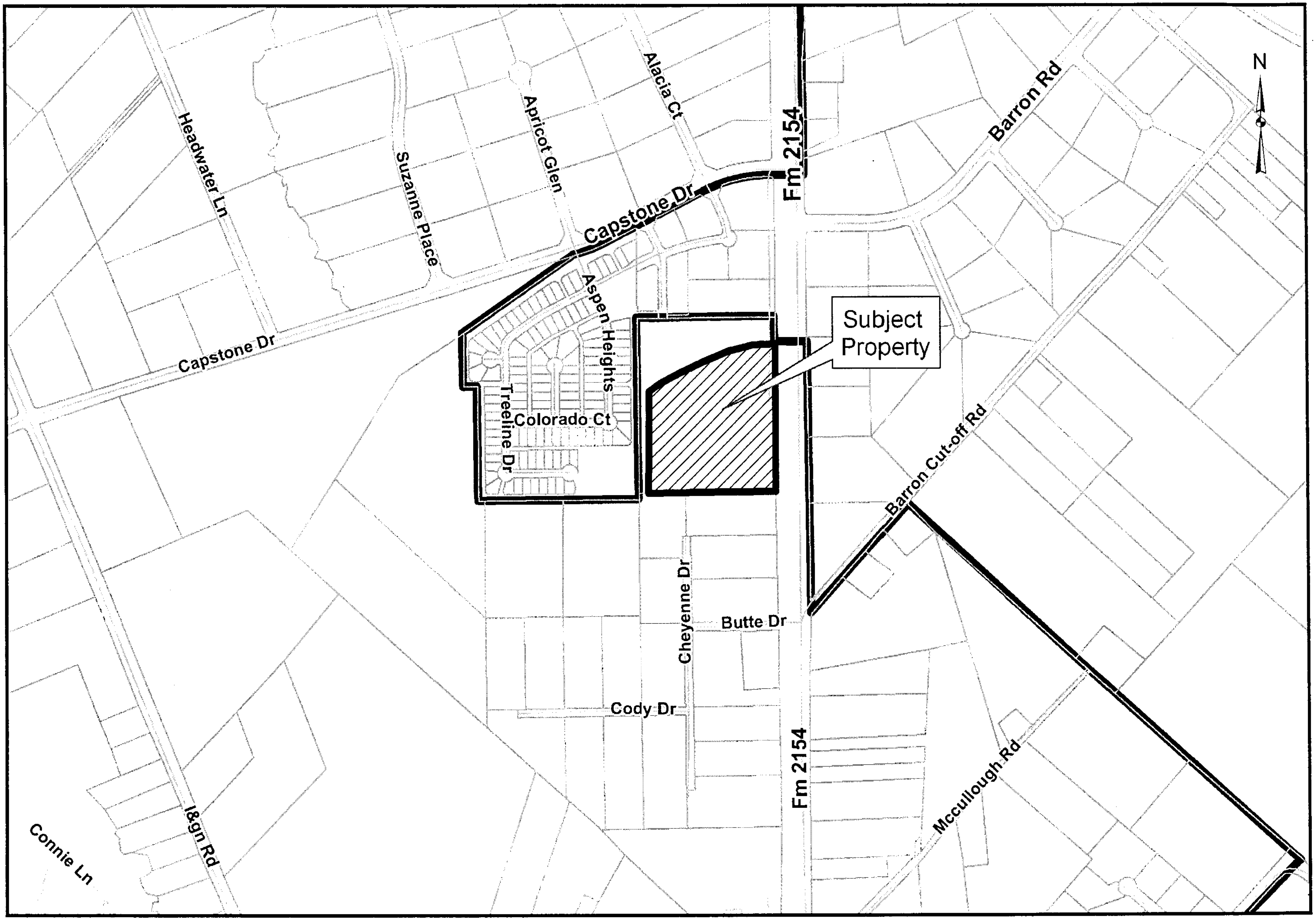
STATE OF TEXAS)
) ACKNOWLEDGMENT
COUNTY OF BRAZOS)

This instrument was acknowledged before me on the 27 day of April, 201~~0~~1, by Nancy Berry, in the capacity as Mayor of the City of College Station, a Texas home-rule municipality, on behalf of said municipality.

CELIA HERNANDEZ
Notary Public, State of Texas
My Commission Expires
March 30, 2012

Celia Hernandez

Notary Public in and for
the State of Texas



THOMAS PENELOPE SUE	A016700, A MCMAHON A-167 TRACT 29, 13.9 OF 20 ACRES	EXHIBIT "A"

April 22, 2021
Item No. 4.4.
Amendment to Signal Performance Measures Contract with Iteris Inc.

Sponsor:

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the first amendment to the Signal Performance Measure contract with Iteris Inc. adding Velocity Cloud System hosting service.

Relationship to Strategic Goals:
Core Services and Infrastructure
Improving Mobility

Recommendation(s): Staff recommends approving

Summary: To accommodate the full ITS Master Plan Implementation Year 3 contract, an amendment was needed to incorporate the Velocity Software and Hosting. The SPM contract was used because the Technology Service form was needed to execute the contract. The original SPM contract was for $143,550; this amendment adds $11,000 to the total contract amount.

Budget & Financial Summary: The funding for the amendment will be covered by the Public Works Traffic Engineering O&M Budget ($5,000 annually for two years) and the ITS Master Plan (ST1501) ($1,000).

Reviewed & Approved by Legal: No

Attachments:
1. Amendment agreement signed
2. Iteris SPM Velocity Amendment 2-23-21 (1)
3. Velocity_License_Agreement_Cloud Hosted

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 20300343 AMD#1 PROJECT#: _________ BID/RFP/RFQ#: _______

Project Name / Contract Description: First Amendment to Technology Services Contract With Iteris, Inc.

Name of Contractor: Iteris Inc.

CONTRACT TOTAL VALUE: $ 154,550.00

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

Debarment Check ☐ Yes ☐ No ☒ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A
Buy America Required ☐ Yes ☐ No ☒ N/A
Transparency Report ☐ Yes ☐ No ☒ N/A

☐ **NEW CONTRACT** ☐ **RENEWAL #** _____ ☐ **CHANGE ORDER #** _____ ☒ **OTHER** Contract Amendment

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
The full funding for this project will be used from the ITS Master Plan ST1501

*(If required)**
CRC Approval Date*: N/A **Council Approval Date*:** 4/22/21 **Agenda Item No*:** ______

--Section to be completed by Risk, Purchasing or City Secretary's Office Only—
Insurance Certificates: N/A **Performance Bond:** N/A **Payment Bond:** N/A **Info Tech:** N/A

SIGNATURES RECOMMENDING APPROVAL

Peter Caler — 4/12/2021
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

LEGAL DEPARTMENT — DATE

ASST CITY MGR – CFO — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

N/A
MAYOR (if applicable) — DATE

N/A
CITY SECRETARY (if applicable) — DATE

__Original(s) sent to CSO on _____ *Scanned into Laserfiche on _________* *____Original(s) sent to Fiscal on ________*

FIRST AMENDMENT TO TECHNOLOGY SERVICES CONTRACT WITH ITERIS, INC.

This Amendment ("Amendment") is made and entered into by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the "City"), and **Iteris, INC.,** (the "Consultant"), hereinafter collectively referred to as the "Parties".

WHEREAS, on September 24, 2020 the Parties entered into a **Technology Services Contract** with Contract No 20300343 ("Agreement"); and

WHEREAS, the Parties desire to add Velocity Cloud System Hosting to the Agreement; and

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. SECTION 1.01 IS AMENDED TO READ AS FOLLOWS:

1.01 This Contract is for Automatic Traffic Signal Performance Measure Software Service and Velocity Cloud Hosting Services (the "Project"). The scope and details of the work to be provided to the City by Consultant for the Project are set forth in Exhibit "A" to this Contract and are incorporated as though fully set forth herein by reference (the "Work"). Consultant agrees to perform or cause the performance of all the work described in Exhibit "A."

2. SECTION 2.01 IS AMENDED TO READ AS FOLLOWS:

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Task: Velocity Cloud System Hosting

1. Iteris will migrate the existing Velocity software currently located on the City's internal network to the cloud for a two-year period. Before the end of the two-year period, Iteris will work with City to negotiate future annual operations and maintenance service to continue the cloud hosting of the Velocity software. The data output and mapping capabilities will remain the same using the same web browser access that the City currently uses.

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4. Network connectivity/setup has been discussed and performed so that the Velocity field units located in City traffic cabinets will be able to transmit data out of the City network to the cloud. Iteris will provide the necessary IP address and ports for the City to setup outbound data flow.

Deliverables:

1. Velocity hosting software migration to Iteris cloud including the configuration manager and the GUI.

2. Support placing the Velocity speed map on the City's website.

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ITERIS, INC.

By: Mark Nogaki

Printed Name: Mark Nogaki

Title: VP, Sales & Customer Success

Date: 3/31/2021

CITY OF COLLEGE STATION

By: ____________________________

City Manager

Date: ______________

APPROVED:

____

City Attorney

Date: ______________

____

Assistant City Manager/CFO

Date: ______________

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ITERIS, INC.

By:____________________________

Printed Name: __________________

Title: ___________________________

Date: ______________

CITY OF COLLEGE STATION

By:____________________________
City Manager
Date: ______________

APPROVED:

____
City Attorney
Date: ______________

____
Assistant City Manager/CFO
Date: ______________

iteris®

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April 22, 2021
Item No. 4.5.
Intersections Controlled with Stop and Yield Signs

Sponsor: Troy Rother, Senior Engineer

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, "Traffic and Vehicles", Article VI, “Traffic Schedules”, Section 38-1003, “Traffic Schedule III, Stop Signs” and presentation, discussion, and possible action regarding an ordinance amending Chapter 38, "Traffic and Vehicles", Article VI, “Traffic Schedules”, Section 38-1004,“Traffic Schedule IV, Yield Signs".

Relationship to Strategic Goals:
Core Services and Infrastructure

Improving Mobility

Recommendation(s): Staff recommends approving

Summary: This item will modify Chapter 38, “Traffic Code,” by updating Schedule III and IV of the Traffic Control Device Inventory to add STOP signs and YIELD signs at various intersection approaches.

Budget & Financial Summary: The “Stop” and “Yield” signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operation budget.

Reviewed & Approved by Legal: No

Attachments:
1. Yield Signs Ordinance 2021
2. Stop Signs Ordinance 2021

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38 "TRAFFIC AND VEHICLES," ARTICLE VI, "TRAFFIC SCHEDULES," SECTION 38-1004 "TRAFFIC SCHEDULE IV, YIELD SIGNS", BY ADDING THE INTERSECTIONS OF BRIDGEWATER DRIVE, BRUNSWICK COURT, ROBINSVILLE COURT AND LAMBSBURG LANE, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 38 "Traffic and Vehicles," Article VI, "Traffic Schedules," Section 38-1004 "Traffic Schedule IV, Yield Signs" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

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

PASSED, ADOPTED and APPROVED this ______ day of _______________, 20__.

ATTEST: **APPROVED:**

_____________________________ _____________________________

City Secretary **Mayor**

APPROVED:

____

City Attorney

Exhibit A

That Chapter 38 “Traffic and Vehicles,” Article VI, “Traffic Schedules,” Section 38-1004 “Traffic Schedule VI, Yield Signs” is hereby amended to add the following:

Street	Intersection Street	Travel Direction
Lambsburg Lane	Bridgewater Drive	South
Lambsburg Lane	Brunswick Court	South
Lambsburg Lane	Brunswick Court	North
Lambsburg Lane	Robinsville Court	North

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38 "TRAFFIC AND VEHICLES," ARTICLE VI, "TRAFFIC SCHEDULES," SECTION 38-1003 "TRAFFIC SCHEDULE III, STOP SIGNS", BY ADDING THE INTERSECTION OF BRUNSWICK COURT AND ALEXANDRIA AVENUE, BRIDGEWATER DRIVE AND ALEXANDRIA AVENUE, ROBINSVILLE COURT AND ALEXANDRIA AVENUE, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 38 "Traffic and Vehicles," Article VI, "Traffic Schedules," Section 38-1003 "Traffic Schedule III, Stop Signs" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

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

PASSED, ADOPTED and APPROVED this ______ day of _______________, 20__.

ATTEST: **APPROVED:**

______________________________ ______________________________
City Secretary **Mayor**

APPROVED:

____
City Attorney

Exhibit A

That Chapter 38 “Traffic and Vehicles,” Article VI, “Traffic Schedules,” Section 38-1003 “Traffic Schedule III, Stop Signs” is hereby amended to add the following:

Street	Intersection Street	Travel Direction
Brunswick Court	Alexandria Avenue	East
Bridgewater Drive	Alexandria Avenue	East
Robinsville Court	Alexandria Avenue	East

April 22, 2021
Item No. 5.1.
Section 108 Loan Application for LULAC Oak Hill Apartments

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action adopting a resolution to approve an application to the U. S. Department of Housing and Urban Development for a loan through the Section 108 Loan Guarantee Program for LULAC Oak Hill Apartments Rehabilitation Project.

Relationship to Strategic Goals:
Core Services & Infratructure, Neighborhood Integrity

Recommendation(s): Staff recommends adoption of the resolution to approve the application for a Section 108 loan.

Summary: At the February 11, 2021, City Council directed staff to move forward with an application to the U. S. Department of Housing and Urban Development for a Section 108 Loan to provide funding to LULAC Oak Hill Apartments for a complete rehabilitation project. The Section 108 program is a provision of the Community Development Block Grant (CDBG) program and allows Entitlement Communities to borrow up to five times their current annual grant amount. Future CDBG allocations guarantee the loan. Section 108 loans can be used as a source of financing for economic development, housing rehabilitation, public facilities and infrastructure.

LULAC Oak Hill Apartments was developed originally through the Section 202 Supportive Housing for the Elderly program. Therefore, 100% of the residents are at or below 50% of the area median income. Residents must also be 62 years of age or older. Therefore, this activity meets the objective of assisting LMI residents and the goal identified in the 2020 - 2024 Consolidated Plan of addressing Rental Housing - Rehabilitation for Special Needs populations.

The complete loan application with full information is attached.

Budget & Financial Summary: If approved, current and future year CDBG allocation are security for the loan.

Reviewed & Approved by Legal: No

Attachments:
1. DRAFT Section 108 Application - LULAC Oak Hill
2. Attachment 2 - Resolution Approving Section 108 Application

City of College Station
Application for HUD Section 108 Loan Guarantee
LULAC Oak Hill Apartments

April 26, 2021

Submitted by: City of College Station Community Services Department
Community Development Division
Debbie Eller, Director
P. O. Box 9960
College Station, Texas 77840
979-764-3771
deller@cstx.gov

Introduction:

The City of College Station, Texas is requesting $2,808,018 in funding under the Section 108 Loan Guarantee Program (Section 108) of the U. S. Department of Housing and Urban Development's (HUD) Community Development Block Grant Program (CDBG). The Section 108 program is a provision of the Community Development Block Grant (CDBG) program and allows Entitlement Communities to borrow up to five times their current annual grant amount. Future CDBG allocations guarantee the loan. Section 108 loans can be used as a source of financing for economic development, housing rehabilitation, public facilities, and infrastructure. Cities such as College Station do not receive enough CDBG funding in any one year to allow for the completion of large-scale physical development and rehabilitation projects. In addition, HUD regulations do not allow Entitlement communities to "Stock-pile" their allocations over several years to build sufficient funding for a project. Therefore, the loan guarantee program provides loans large enough to carry out larger local projects that can revitalize and improve neighborhoods. The loans are required to be repaid within 20 years and to not absorb all of the annual CDBG allocation. The current and future CDBG allocations are security for the loan.

Section 108 obligations are financed through underwritten public offerings. Financing between public offerings is provided through an interim lending facility establish by HUD. Interest rates on interim borrowing are typically 15 to 20 basis points above the Treasury borrowing rates.

The activity to be carried out with the Section 108 must meet HUD's community development objectives as well as the City's priorities detailed in the latest PY2020 – 2024 Consolidated Plan. The primary objective of the CDBG program and the Section 108 program, as defined in 24 CFR 570.200(1)(3), is to assist low- to moderate-income (LMI) residents with at least 70% of its funding. Within this objective, all activities must meet one or more of the three national objectives defined under 24 CFR 570.200 (a)(2) as benefitting LMI families, aiding in the prevention or elimination of slums or blight, or meeting other community development needs that have an urgency due to existing conditions that pose a serious and immediate threat to the health or welfare of the community and where other financial resources are not available.

Proposed Activities:

Eligibility: Housing Rehabilitation – LMH under 570.202 (a)(1); Matrix Code 14B

Requested Amount of Section 108 Assistance: Total: $2,808,018

Description:
LULAC Oak Hill Apartments is a 50-unit property constructed approximately 40 years ago to provide housing to low-income elderly residents and persons with disabilities. Original funding for development included the Section 202 Supportive Housing for the Elderly program. One unit is reserved for an on-site manager.

LULAC Oak Hill has never undergone a substantial rehabilitation and many of its components are well beyond their useful life and in poor condition. A preliminary physical needs assessment was completed and a contractor was retained that has experience with multi-family renovations to inspect the property and provide a cost estimate for the necessary repairs. The estimated cost of renovations is approximately $2,200,000, which would be cost-prohibitive to fund through conventional loans, LIHTC, or tax-exempt bonds due to the high cost and complexity of financing.

The scope of work for 50-units will include complete interior and exterior renovations that will increase safety for the tenants and include energy efficient upgrades. Renovations will include the Club Building, parking areas, and fencing.

As LULAC Oak Hill maintains 100% occupancy of all 50-units, temporary relocation will take place while each unit is being renovated. Relocation expenses will include housing, storage, and moving expenses for each tenant.

Rental Housing – Rehabilitation to address Special Needs the population is a goal identified in the PY2020 – 2024 Consolidated Plan and the PY2020 Action Plan.

All residents of LULAC Oak Hill apartments have a household income of 50% or less of the area median income and must be 62 years of age or older or have a disability. Therefore, this activity meets the objective of benefiting LMI residents.

This project will ensure safe, decent, affordable housing for the City's low-income elderly population for at least 20 years.

Project Location:

Project Current Photos/Condition:

Estimated Timeframe:

The estimated timeframe for financing and construction is:

2021	April 9	Notice in Paper
	April 9 - 23	Public Comment Period
	April 22	Public Hearing
	April 22	Council Approval
	April 26	Application Submission
	April 26 - May 28	HUD Review
	May 29 - June 25	HUD Approval
	June 28 - Aug 27	Development of Financing Documents
	Aug 30 - Sept 24	Revision of Financing Documents
	Oct 8	Guaranteed Loan Closing
	Oct 15	Community Advances Funds
	Nov 1	Construction/Rehabilitation Begins
2022	August	Construction Completion

Information on Organizational Arrangements:

The City of College Station will act as the Lender and provide oversight to ensure compliance with Section 108 and CDBG requirements. LULAC Oak Hill, Inc. will be the non-profit third-party recipient administering the project and will be responsible for monthly loan payments to the City of College Station. LULAC Oak Hill, Inc. was the original developer of these apartments and has retained ownership for approximately 40 years. The non-profit board of directors has retained a managing agent, Mr. Bill Elsbree.

Bill Elsbree Professional Experience

Bill has served as a Vice President with Creative Property Management Co. since 2005. He graduated from Bentley University in 1980 with a Bachelor of Science in Accounting. From 1980 thru 1985, he worked for a national accounting firm, specializing in the auditing and syndicating of affordable housing properties. He became a Certified Public Accountant in 1983 and maintained this certification thru 2000. In 1985, he was hired by a client to serve as an in-house analyst, where his efforts focused on the financing, managing and redevelopment of older, distressed affordable rental housing properties, in addition to the financing of newly constructed developments. Since the late 1980s, he has served as a consultant and property manager for both for-profit and not-for-profit multifamily owners, with a focus on developing and maintaining strong relationships with their lenders, investors, and federal, state, and local government funders. He started working with Creative Property Management Co. in 1997 and manages a wide variety of governmental and institutional relationships for a portfolio of properties managed by CPM. His work has involved a wide range of public funding sources, including Section Eight, Section 236, Home and the Low-Income Housing Tax Credit. His recent experience has included serving as lead developer and managing the refinancing and renovation of two HUD Section Eight properties He is a non-practicing member of the American Institute of Certified Public Accountants.

Information on Financial Underwriting:

Sources and Uses: This project will be carried out entirely utilizing the Section 108 funding.

Construction		
Building Rehabilitation	$	1,941,243
Professional Fees		
General Requirements	$	116,475
Overhead	$	116,475
Profit	$	38,825
Construction Contingency	$	220,000
Professional Fees		
Architectural	$	30,000
Survey	$	5,000
Engineering	$	10,000
Permits	$	10,000
Inspections	$	20,000
Bond	$	25,000
Environmental	$	5,000
Other Soft Costs		
Accounting	$	15,000
Legal	$	30,000
Total/Recording	$	40,000
Soft Cost Contingency	$	60,000
Relocation		
Relocation Costs	$	75,000
Developer Fee		
Developer Fee	$	50,000
Total Project Cost	$	2,808,018

Underwriting:

The City of College Station entered into an agreement with the Brazos Valley CDC, Inc. for an underwriting review of the potential Section 108 Loan. The review included a review of financials, audit, rent rolls, and project description and estimates. A Memorandum of Approval was issued by the Board of the CDFI on Thursday, January 14, 2021.

Brazos Valley CDC Inc.

A NON PROFIT COMMUNITY DEVELOPMENT FINANCE INSTITUTION (Certified CDFI) DEDICATED TO PROVIDING AFFORDABLE NON-PREDATORY FINANCIALCIAL SERVICES TO TARGETED ORGANIZATIONS & RESIDENTS IN BRAZOS, BURLESON, GRIMES, HOUSTON, LEON, MADISON, ROBERTSON, WALKER AND WASHINGTON COUNTIES.

P. O. Drawer 4128, 4001 East 29th Street, Suite 180, Bryan, Texas 77805 979-595-2809 phone 979-595-2816 fax

Memorandum of Approval

Date: January 1, 2021

Attn: Debbie Eller, Director of Community Services
City of College Station

From: Paul Turney, President & CEO
Brazos Valley CDC, Inc.

Re: Letter of Agreement for underwriting review of potential Section 108 loan from the City of College Station to L.U.L.A.C. Oak Hill, Inc.

Mrs. Eller:

The Board of our CDFI, the Brazos Valley, CDC, Inc. met last Thursday, January 14, 2021, for their regularly scheduled Board meeting. Among other topics the City's request for underwriting review was discussed. Those Board members who had agreed to review the file for underwriting, Don Burback, Vice President, Community Development Specialist, Truist Bank and Amos McDonald, Market President, BBVA Bank both reported, based on their review of the application material provided by the City, this loan was very feasible and they recommended the Board approve underwriting said loan on behalf of the City of College Station. Tom Wilkinson made the motion to approve their recommendation, Dr. Robert Wright seconded and approval was unanimous. Board members present for this meeting included Jo Ann Biezenski, South Star Bank, Nathan Van Nord, Brenham National Bank, Al Scott, Wells Fargo Bank, Donanld Burback, Truist Bank, Amos McDonald, BBVA Bank, Dr. Robert Wright, Community Representative, and Tom Wilkinson, Community Representative.

Should you need additional information or assistance from us on this project please contact my office.

Respectfully;

Paul Turney
President & CEO

LULAC Oak Hill Operating Pro Forma

LULAC Oak Hill Apartments Operating Pro Forma	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
INCOME													
Gross Potential Rent	39,400	39,400	39,400	39,400	39,400	39,400	39,400	39,400	39,400	40,000	40,000	40,000	474,600
Vacancy	-400	-400	-400	-400	-400	-400	-400	-400	-400	-400	-400	-400	-4,800
Discounts/Concessions	0	0	0	0	0	0	0	0	0	0	0	0	0
Delinquency	-100	-100	-100	-100	-100	-100	-100	-100	-100	-100	-100	-100	-1,200
TOTAL RENTAL INCOME	38,900	38,900	38,900	38,900	38,900	38,900	38,900	38,900	38,900	39,500	39,500	39,500	468,600
Sec Dep Forfeitures	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Laundry Income	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Electric Income	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
Late/Nsf Fees	0	0	0	0	0	0	0	0	0	0	0	0	0
Grant Income	0	0	10,000	0	0	10,000	0	0	10,000	0	0	10,000	40,000
Other Income	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OTHER INCOME	3,200	3,200	13,200	3,200	3,200	13,200	3,200	3,200	13,200	3,200	3,200	13,200	78,400
TOTAL INCOME	42,100	42,100	52,100	42,100	42,100	52,100	42,100	42,100	52,100	42,700	42,700	52,700	547,000
EXPENSES													
VARIABLE EXPENSES													
GENERAL & ADMINISTRATIVE													
Equipment Leasing	90	90	90	90	90	90	90	90	90	90	90	90	1,080
General Office	400	400	400	400	400	400	400	400	400	400	400	400	4,800
Answering Service	70	70	70	70	70	70	70	70	70	70	70	70	840
Legal & Accounting	27	27	27	27	27	27	27	27	27	27	27	27	324
Management Fee	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	33,600
Miscellaneous	50	50	50	50	50	50	50	50	50	50	50	50	600
Software	120	120	120	120	120	120	120	120	120	120	120	120	1,440
Cable/Internet Service	165	165	165	165	165	165	165	165	165	165	165	165	1,980
Audit Expense	0	3,000	0	3,000	0	0	0	0	0	0	0	0	6,000
TOTAL GENERAL & ADMIN	3,722	6,722	3,722	6,722	3,722	3,722	3,722	3,722	3,722	3,722	3,722	3,722	50,664
ADVERTISING													
Advertising / Leasing	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Resident Activities	0	0	90	0	0	90	0	0	90	0	0	90	360
TOTAL ADVERTISING	100	100	190	100	100	190	100	100	190	100	100	190	1,560
MAINTENANCE & REPAIRS													
A/C & Heat Parts & Supplies	150	150	150	150	150	150	150	150	150	150	150	150	1,800
Exterminating	140	140	140	140	140	140	140	140	140	140	140	140	1,680
Landscaping	900	900	900	900	900	900	900	900	900	900	900	900	10,800
Maintenance & Repairs	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Make-Readies / Turnkeys	200	200	200	200	200	200	200	200	200	200	200	200	2,400
Supplies	50	50	50	50	75	50	50	50	50	75	50	50	650
TOTAL MAINT & REPAIRS	2,440	2,440	2,440	2,440	2,465	2,440	2,440	2,440	2,440	2,465	2,440	2,440	29,330

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
PAYROLL													
Office Payroll	6,200	6,200	6,200	6,200	6,200	9,300	6,200	6,200	6,200	6,200	9,300	6,200	80,600
Maintenance Payroll	3,100	3,100	3,100	3,100	3,100	4,650	3,100	3,100	3,100	3,100	4,650	3,100	40,300
Payroll Bonus	0	0	1,400	0	0	0	0	0	0	0	0	0	1,400
Payroll Taxes	1,000	1,000	1,000	1,000	1,000	1,000	1,000	600	600	600	1,000	600	10,400
Workman's Comp. / Benefits	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
TOTAL PAYROLL	11,300	11,300	12,700	11,300	11,300	15,950	11,300	10,900	10,900	10,900	15,950	10,900	144,700
TTL VARIABLE EXPENSES	17,562	20,562	19,052	20,562	17,587	22,302	17,562	17,162	17,252	17,187	22,212	17,252	226,254
FIXED OPERATING EXENSES													
UTILITIES													
Electricity	3,000	2,200	2,200	2,200	2,200	2,500	2,800	3,100	3,300	3,500	3,500	3,000	33,500
Gas	350	350	350	350	350	350	350	350	350	350	350	350	4,200
Water / Sewer	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000
Trash Removal	420	420	420	420	420	420	420	420	420	420	420	420	5,040
Telephone	150	150	150	150	150	150	150	150	150	150	150	150	1,800
TOTAL UTILITIES	5,920	5,120	5,120	5,120	5,120	5,420	5,720	6,020	6,220	6,420	6,420	5,920	68,540
R E TAXES & INSURANCE													
Property Tax	0	0	0	0	0	0	0	0	0	0	0	0	0
Tax Rendering	0	0	0	0	0	0	0	0	0	0	0	0	0
Insurance	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	13,200
TOTAL TAX & INSUR	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	13,200
TTL FIXED OPER EXPENSES	7,020	6,220	6,220	6,220	6,220	6,520	6,820	7,120	7,320	7,520	7,520	7,020	81,740
TTL OPERATING EXPENSES	24,582	26,782	25,272	26,782	23,807	28,822	24,382	24,282	24,572	24,707	29,732	24,272	307,994
NET OPERATING INCOME	17,518	15,318	26,828	15,318	18,293	23,278	17,718	17,818	27,528	17,993	12,968	28,428	239,006
Debt Service	0	0	0	0	0	0	0	0	0	0	0	0	0
Loan Interest	0	0	0	0	0	0	0	0	0	0	0	0	0
Resident Servcies Staff	3,100	3,100	4,650	3,100	3,100	3,100	3,100	3,100	3,100	3,100	4,650	3,100	40,300
Repalcement Reserves	0	0	0	0	0	0	0	0	0	0	0	0	0
TTL MORTG AND INTEREST	3,100	3,100	4,650	3,100	3,100	3,100	3,100	3,100	3,100	3,100	4,650	3,100	40,300
CASH FLOW FROM OPER	14,418	12,218	22,178	12,218	15,193	20,178	14,618	14,718	24,428	14,893	8,318	25,328	198,706
CAPITAL IMPROVEMENTS													
Appliances	0	0	0	0	0	0	0	0	0	0	0	0	0
Cabinets, Tops & Sinks	0	0	0	0	0	0	0	0	0	0	0	0	0
Carpet	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Capital Improvements	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000
TOTAL CAPITAL IMPROV	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000
NET CASH FLOW	12,418	10,218	20,178	10,218	13,193	18,178	12,618	12,718	22,428	12,893	6,318	23,328	174,706

Proposed Repayment Schedule:

Repayment for the Section 108 will be through rent revenue. The proposed Section 108 Principal-only Repayment Schedule:

Year	# of Monthly Payments	Estimated Annual Principal Payments
2022	4	$ 58,000
2023	12	$ 140,000
2024	12	$ 140,000
2025	12	$ 140,000
2026	12	$ 140,000
2027	12	$ 140,000
2028	12	$ 140,000
2029	12	$ 140,000
2030	12	$ 140,000
2031	12	$ 140,000
2032	12	$ 140,000
2033	12	$ 140,000
2034	12	$ 141,000
2035	12	$ 141,000
2036	12	$ 141,000
2037	12	$ 141,000
2038	12	$ 141,000
2039	12	$ 141,000
2040	12	$ 141,000
2041	12	$ 141,000
2042	8	$ 82,000
		$ 2,808,000

Proposed collateral for the Section 108 guaranteed financing in addition to pledged CDBG funds would the physical property located at 1105 Anderson, College Station, Texas 77840 (Brazos County Property ID 10508; Legal Description A000701, Crawford Burnett (ICL), Tract 147.1, 5,41 Acres, & Associated BPP)

Information for Program Requirements:

Eligibility Category: 24 CFR 570.703 (h) – Housing Rehabilitation
Rental Housing Rehabilitation – 24 CFR 570.202(a)(1) – Rehabilitation Assistance
CDBG National Objective – 24 CFR 570.208 (a)(3)Matrix Code 14B

RESOLUTION NO.______________

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AN APPLICATION TO THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR A SECTION 108 LOAN PROVIDING FUNDING THROUGH A LOAN TO LULAC OAK HILL, INC. FOR THE COMPLETE REHABILITATION OF THE OAK HILL APARTMENT COMPLEX.

WHEREAS, the City of College Station is entitled to receive $1,185,518 in Community Development Block Grant (CDBG) funds in Program Year 2020 and can access a loan of up to five times this amount through the Section 108 Loan Guarantee Program; and

WHEREAS, housing rehabilitation is an eligible activity under the Section 108 Loan Guarantee Program; and

WHEREAS, the City of College Station, Texas, has a Five-Year Consolidated Plan that identifies the goal of Rental Housing – Rehabilitation for Special Needs Populations; and

WHEREAS, LULAC Oak Hill, Inc. has submitted a request to the City of College Station for assistance to complete a rehabilitation of the Oak Hill Apartment Complex in an amount not to exceed $3,000,000.00; and

WHEREAS, All of the tenants at LULAC Oak Hill, Inc. Apartments have an income of 50% or less of the area median income and are age 62 years or over, therefore meeting the CDBG objective of benefiting LMI residents; and

WHEREAS, the City of College Station has an established Community Development Program under Chapter 373 of the Texas Local Government Code that (1) identifies areas of the City of College Station with concentrations of low- and moderate- income persons; (2) establishes areas in which program activities are proposed; (3) provides a plan under which citizens may publicly comment on activities; and (4) requires public hearings on program activities; and

WHEREAS, the City of College Station has provided adequate information for public comment as required by the Citizen Participation Plan; now, therefore,

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

PART 1: That the College Station City Council hereby approves the U. S. Department of Housing and Urban Development application for a Section 108 Loan to provide loan assistance to LULAC Oak Hill, Inc. for the rehabilitation of Oak Hill Apartments.

PART 2: That the City Council hereby authorizes and designates the City Manager or his designee to execute and submit all required applications, certifications, evaluations, amendments, and other forms required by HUD for the Section 108 Loan Guarantee Program on behalf of the City of College Station.

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

ADOPTED this ___ day of ______, 2021.

ATTEST: APPROVED:

____________________________ ___________________________________
City Secretary Mayor

APPROVED:

____
City Attorney

April 22, 2021
Item No. 5.2.
Costco Economic Development Agreement

Sponsor: Natalie Ruiz, Director of Economic Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution approving a Chapter 380 Economic Development Agreement between the City of College Station, Texas, and Costco Wholesale Corporation.

Relationship to Strategic Goals:

- Diverse & Growing Economy

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

Summary: This agenda item is a resolution adopting an economic development program in the form of an agreement with Costco incenting them construct a store in College Station on the approximately 19 acres of land to which the Property Purchase Agreement presented to Council relates. These agreements work together and encompass the terms under which Costco will construct and operate a new 160,000 square foot facility at the City-owned Midtown Business Park. The following is a summary of both the real estate contract and economic development agreement.

Costco will purchase approximately 19 acres, construct a new 160,000 square foot facility, construct required infrastructure on and off site and must open for business by December 31, 2023.

In exchange, the City is selling the property at a discounted price and will reimburse Costco for development-related permit fees. The discounted price includes a credit of 5% off the purchase price to Costco at closing. The City is to establish deed restrictions on remaining city property in the immediate area that’s 10 acres or larger prohibiting another similar retailer from locating in the vicinity.

Budget & Financial Summary: More detailed information and cost estimates will be provided at the meeting.

Reviewed & Approved by Legal: No

Attachments:

1. Economic Development Agreement is on file with the City Secretary's Office

Economic Development Agreement is on file with the City Secretary's Office.

April 22, 2021
Item No. 5.3.
Costco Property Purchase Agreement

Sponsor: Natalie Ruiz, Director of Economic Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action approving a Property Purchase Agreement between the City of College Station and Costco Wholesale Corporation for an approximately 18.670 acre tract of land located generally near the intersection of Earl Rudder Freeway and Corporate Drive in the Midtown Business Park.

Relationship to Strategic Goals:

- Diverse & Growing Economy

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

Summary: This is a Property Purchase Agreement relating to Costco purchasing undeveloped land to build and operate one of its stores in College Station. There is also an Economic Development Agreement on tonight's agenda that is conditioned upon the property being purchased by Costco. Later, there will be a Participation Agreement to be entered into between the parties relating to the shared costs of constructing needed infrastructure serving both the Costco tract and other nearby areas of Midtown Business Park.

The Resolution adopting the Economic Development Agreement with Costco referenced in the next agenda item works together with this agreement to encompass the terms with Costco to develop a new 160,000 square foot facility at the City-owned Midtown Business Park. The following is a summary of both the real estate contract and economic development agreement.

Costco will purchase approximately 19 acres, construct a new 160,000 square foot facility, construct required infrastructure on and off site and must open for business by December 31, 2023.

In exchange, the City is selling the property at a discounted price and will reimburse Costco for development-related permit fees. The discounted price includes a credit of 5% off the purchase price to Costco at closing. The City is to establish deed restrictions on remaining city property in the immediate area that's 10 acres or larger prohibiting another similar retailer from locating in the vicinity.

Budget & Financial Summary: More detailed information and cost estimates will be provided at the meeting.

Reviewed & Approved by Legal: No

Attachments:

1. Real estate contract is on file with the City Secretary's Office

Real estate contract is on file with the City Secretary’s Office.

April 22, 2021
Item No. 5.4.
Rental Registration Program and Fee Structure

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the Rental Registration Program and proposed fee structure.

Relationship to Strategic Goals:
Financial Sustainability, Core Services & Infrastructure, Neighborhood Integrity

Recommendation(s): Staff recommends City Council receive a presentation regarding the Rental Registration Program and proposed fee structure.

Summary: At the Janaury 14th City Council meeting, staff presented an overview of the Rental Registration program and a fee analysis. The Council directed staff to research additional information and develop a proposed fee structure.

Budget & Financial Summary: N/A

Reviewed & Approved by Legal: No

Attachments:
None

April 22, 2021
Item No. 5.5.
1207 Texas Avenue Design Contract

Sponsor: Emily Fisher, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a professional services contract with Kirksey Architects, Inc. in the amount of $149,000 for the Design of 1207 Texas Avenue Renovation Project.

Relationship to Strategic Goals:
1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This contract is for architect design services for the building at 1207 Texas Avenue (current Human Resources and Facilities Maintenance building). Human Resources will be moving into the new city hall once completed this fall. Furthermore, Facilities Maintenance will be moving into a new shop under design currently, located at the Public Works Operations center on William King Cole behind the municipal courts building. Once they move in Spring of 2022, we will begin work on renovating the building to provide office space and event space for the new Tourism department. Kirksey Architects, Inc. was chosen to complete the design because they are the current architect for the new city hall and can help maintain design consistencies among the two buildings. The design, once further along, will be presented to the Architectural Advisory Committee as well as Council. Construction is scheduled to start in spring of 2022 and complete by the end of 2022.

Budget & Financial Summary: Budget in the amount of $250,000 is currently appropriated for this project in the Hotel Occupancy Tax Fund. Nothing has been expended or committed to date, leaving a balance of $250,000 for this design contract and related expenses.

Reviewed & Approved by Legal: No

Attachments:
1. 1207 Texas Ave Kirksey proposal v3 rev edf

Kirksey
ARCHITECTURE

1 GENERAL

The specific Basic Services to be provided by the Architect, and the initial assumptions made with respect to the provision of such services, are described below. Services not identified as Basic Services constitute Additional Services for which additional compensation may be due.

2 INITIAL ASSUMPTIONS

Office (approx. 5,500sf) – minimal renovation of existing office space; complete renovation of staff restrooms to comply with TAS.
Support (approx. 5,500sf) – Lobby, public restrooms, catering kitchen, mechanical/IT rooms
Event (approx. 5,500sf) – open, flexible multipurpose space for events
Exterior – lighting, entry canopy, accessible paths, signage

Project budget: $1,000,000

3 BASIC SERVICES

The Architect's Basic Services consist of those described herein and include services of the following consultants:

Structural Engineering Services; MEP Engineering Services; Civil Engineering Services; Low-voltage System Design Services (AV, IT and Security) for the event space; Cost Estimating Services

The Basic Services to be provided by each consultant, including site visits, shall be as stated in the consultant proposals.

3.1 SCHEMATIC DESIGN / DESIGN DEVELOPMENT PHASE SERVICES

3.1.1 The Architect shall review and evaluate general parameters for the Project and thereafter confirm with the Client the requirements for the Project, including the cost of work. Based upon the agreed-upon requirements, the Architect shall prepare Design Development Documents illustrating the scale and relationship of Project components. The documents may consist, each as appropriate or agreed, of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems, a combination of study models, perspective sketches, or digital modeling, as well as outline specifications identifying major materials and systems. The Architect shall submit the Design Development Documents to the Client for the Client's written approval.

3.2 CONSTRUCTION DOCUMENTS PHASE SERVICES

3.2.1 The Architect shall consider, if any, the Client's revision of Project requirements or changes in the cost of work. Based upon the agreed-upon requirements and approved Design Development Documents, the Architect shall prepare Construction Documents further refining the Design Development Documents and consisting of drawings and specifications setting forth the quality levels of materials and systems and other requirements for construction of the work. The Architect shall submit the Construction Documents to the Client for the Client's written approval.

3.3 BIDDING PHASE SERVICES

3.3.1 The Architect shall assist the Client by distributing bidding documents as reasonably required to prospective bidders, conducting a pre-bid conference (if appropriate), preparing responses, clarifications, and interpretations of the bidding documents, and documenting the opening and responsiveness of the bids received. The Architect shall consider requests for substitutions, if permitted, and thereafter prepare and distribute addenda identifying approved substitutions to prospective bidders.

3.4 CONSTRUCTION PHASE SERVICES

3.4.1 The Architect's responsibility to provide Construction Phase Services commences with the award of the contract for construction and terminates at the earlier of the issuance of the final certificate for payment or 60 days after the date of substantial completion.

3.4.2 The Architect shall not have control over or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, nor shall the Architect be responsible for the contractor's failure to perform or for acts or omissions of the contractor or of any other persons or entities performing the work.

3.4.3 Subject to the parameters below, the Architect shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of work completed and to determine, in general, if the work observed is being performed in a manner indicating that it will be in accordance with the contract documents when fully completed. The Architect, however, shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. On the basis of these visits, the Architect shall report to the Client those deviations, defects, and deficiencies observed in the work.

3.4.4 The Architect shall review and certify amounts due the contractor based upon the Architect's site visit observations and the data in each application for payment. Such certificates indicate the Architect's belief that the work has progressed to the point indicated and the quality is in accordance with the contract documents, each subject to qualification, if noted. Moreover, the issuance of a certificate for payment shall not be a representation that the Architect has made exhaustive or continuous on-site inspections of the quality or quantity of the work, reviewed construction means, methods, techniques, or sequences, reviewed requisitions or other data to substantiate the contractor's right to payment, or ascertained how or for what purpose the contractor has used funds previously paid.

3.4.5 The Architect shall review and take appropriate action upon contractor's submittals such as shop drawings but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's review shall not address the accuracy and completeness of other information such as dimensions or quantities or constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures.

3.4.6 The Architect may authorize minor changes that are consistent with the intent of the Contract Documents and do not involve an adjustment in the contract sum or an extension of the time. Subject to the parameters below, the Architect shall review change orders and construction change directives for the Client's approval and execution.

3.4.7 Subject to the parameters below, the Architect shall conduct an inspection to determine (1) the date or dates of substantial completion and issue certificates of substantial completion and (2) the date of final completion and issue a final certificate for payment.

3.4.8 The following Construction Phase Services shall be provided as Basic Services subject to the following limits:

16 site visits by the Architect during construction, which is assumed to be 7 months
2 review(s) of each shop drawing, product data item, sample, and similar submittal
1 inspection(s) to determine substantial completion
1 inspection(s) to determine final completion

The Architect shall notify the Client once these limits are reached, and any subsequent services shall be provided as Additional Services.

4 ADDITIONAL SERVICES

4.1 Any service not identified as a Basic Service constitutes an Additional Service for which additional compensation may be due and a schedule adjustment may be appropriate. The Architect shall notify the Client of the need for an Additional Service and obtain the Client's written approval. Examples of Additional Services include services necessitated by changes in the initial information or project scope, revisions from prior approvals, or changes needed due to changes in codes, laws, or regulations.

4.2 If services have not been completed within 15 months of the date of execution through no fault of the Architect, services provided beyond that time shall be Additional Services.

1 GENERAL

The consideration payable to the Architect for the Architect's Basic Services is set forth below. The Architect's compensation for Consultant Services, Additional Services and Reimbursable Expenses as well as the terms of payment for any services or expenses are as provided in the Terms and Conditions.

2 BASIC SERVICES COMPENSATION - REVISED

Schematic Design/Design Development	29,800
Construction Documents	52,150
Bid/Negotiation	7,450
Construction Administration	59,600
Total	$ 149,000

1 GENERAL

The Architect has created an initial schedule for performance of the Architect's Basic Services. The initial schedule may subsequently be refined or adjusted as the scope and other parameters are developed. Moreover, while time limits established by the schedule shall not generally be exceeded, the schedule may subsequently be extended as reasonably required due to the exercise of the Standard of Care, as a result of factors or conditions not the fault of the Architect, or other reasonable cause. Additional terms pertinent to the schedule and Architect's performance thereunder are as provided in the Terms and Conditions.

2 SCHEDULE FOR BASIC SERVICES

The following durations are anticipated for each phase. Architect understands there may be breaks between phases to allow for COCS reviews and approvals.

Schematic Design / Design Documents	4 weeks
Cost Estimate #1	3 weeks
Construction Documents	6 weeks
Cost Estimate #2	3 weeks
Bid/Permit	8 weeks
Construction Administration	7 months (to begin after COCS Facilities group moves out in Spring 2022)

April 22, 2021
Item No. 5.6.
Resolution to Oppose Senate Bill 10

Sponsor: Brian Piscacek, Assistant to the City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution expressing opposition to the proposed Senate Bill 10 and similar legislation in the 87th Texas Legislature to restrict the ability of local governments to advocate for their communities.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Staff recommend that Council approve the resolution.

Summary: This item was requested at the April 8, 2021, City Council meeting to be brought back by staff for Council consideration. The 87th Texas Legislature is well underway and will adjourn May 31, 2021. One bill under consideration is Senate Bill 10 (SB 10), which was filed by Senator Paul Bettencourt on March 10, 2021. SB 10 proposes to prohibit a city or county from spending public funds to directly or indirectly influence or attempt to influence the outcome of any legislation pending before the legislature. As such, it would significantly impact the City's ability to advocate for our community while adding financial costs and operational complexities.

SB 10 is just one of several pieces of legislation aimed at limiting local government influence in Austin. As of the publication of this agenda, SB 10 has been favorably voted out of the Senate and has moved to the House for their consideration.

Budget & Financial Summary: N/A

Reviewed & Approved by Legal: No

Attachments:

1. Resolution-SB 10_4-22-21

RESOLUTION NO. ____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, EXPRESSING OPPOSITION TO THE PROPOSED SENATE BILL 10 AND SIMILAR LEGISLATION IN THE 87TH TEXAS LEGISLATURE TO RESTRICT THE ABILITY OF LOCAL GOVERNMENTS TO ADVOCATE FOR THEIR COMMUNITIES

WHEREAS, on December 10, 2020, the City Council of the City of College Station, Texas, passed Resolution No. 12-10-20-4.5 adopting the City's 2021 Legislative Program; and

WHEREAS, the 2021 Legislative Program provides that the City seeks to preserve home rule authority for College Station citizens and may oppose bills that allow for state preemption of municipal authority or erode College Station's authority to govern locally; and

WHEREAS, with the Texas Legislature's increasing focus on local government, the City has benefitted greatly from its membership in the Texas Municipal League, as well as relying on modest, professional consulting services to navigate each legislative session; and

WHEREAS, the proposed Senate Bill 10, along with similar legislation in the House, would prohibit a city or county from spending public funds to directly or indirectly influence or attempt to influence the outcome of any legislation pending before the legislature; and

WHEREAS, this bill would deleteriously affect the City's ability to advocate for our community while adding financial costs and operational complexities; now, therefore,

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

PART 1: That the facts and recitations set forth in this Resolution are declared true and correct.

PART 2: That the City Council hereby opposes Senate Bill 10, Senate Bill 234, and House Bill 749, all of which propose to limit the authority for local communities to effectively lobby to the legislature for their interests.

PART 3: That the City Council hereby agrees that these services enhance City leaders' ability to better understand legislative developments, focus on the most essential issues impacting citizens and businesses, and communicate efficiently with elected representatives, House and Senate leadership, and other agencies.

PART 4: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this _______ day of ________________________, 20__.

ATTEST: **APPROVED:**

______________________________ ______________________________

City Secretary **Mayor**

APPROVED:

____

City Attorney

April 22, 2021

Item No. 5.7.

Consideration of a Return to In-Person Council Meetings and Adoption of Guidelines for In-Person and Virtual (Hybrid) Meetings

Sponsor: Bryan Woods, City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a return to in-person City Council meetings and adoption of guidelines for in-person and virtual (hybrid) meetings.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Staff recommend that Council discuss and provide direction as necessary.

Summary: During the early days of the COVID-19 pandemic, Texas Governor Greg Abbott suspended various provisions of the Texas Open Meetings Act pursuant to his state disaster authority. As a result, governmental bodies such as city councils could provide a videoconferencing alternative to in-person meetings. Governor Abbott's disaster declaration remains in effect through today.

The City Council has met via Zoom since the onset of the pandemic, beginning with a Special Meeting held on March 23, 2020. This item is to provide the City Council an opportunity to discuss a return to conducting in-person City Council meetings.

Budget & Financial Summary: N/A

Reviewed & Approved by Legal: No

Attachments:
None