



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, June 13, 2019

6:00 PM

City Hall Council Chambers

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

Presentation

- Presentation and recognition for Captain Giles professional development in the National Fire Academy's (NFA's) Managing Officer Program.
- Proclamation declaring June as Men's Health Month.

Hear Visitors: During this time a citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the Office of the City Secretary. This form should be completed and returned to the office by 5:30 PM on the day of the Council meeting. Upon stepping to the podium the speaker must state their name and city of residence, including the state of residence if the city is located out of state. Speakers are encouraged to identify their College Station neighborhood or geographic location. Each speaker's remarks are limited to three minutes. A group of five or more may register at the Office of the City Secretary by 5:30 PM on the day of the meeting and designate an individual to speak for 10 minutes on their behalf. All signers must be in attendance when the speaker is introduced and may not speak individually during Hear Visitors. A speaker who wishes to include computer-based information while addressing the Council must provide the electronic file to the City Secretary by noon on the day of the Council meeting. During presentations a series of timer lights will change from green to yellow and an alarm will sound after two and one-half or nine and one-half minutes to signal thirty seconds remaining. When time expires the timer light will change to red, the final alarm will sound, and the speaker must conclude the remarks. The City Council will listen and receive the information presented by the speaker, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager. Comments should not personally attack other speakers, Council or staff.

Consent Agenda

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

2. Presentation, 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.

- 2a. [19-0294](#) Presentation, discussion, and possible action on minutes for:
- May 23, 2019 Workshop
 - May 23, 2019 Regular

Sponsors: Smith

Attachments: [WKSHPO52319 DRAFT Minutes](#)
[RM052319 DRAFT Minutes](#)

- 2b. [19-0253](#) Presentation, discussion, and possible action on a resolution authorizing the City Manager or designee as authorized officials to execute documents necessary for submitting a grant application to the Office of the Governor Homeland Security Division for police bomb squad equipment.

Sponsors: Norris

Attachments: [Office of Gov Bomb Grant Res 5-13-19](#)

- 2c. [19-0260](#) Presentation, discussion, and possible action on a construction contract with CRT GC, Inc. (dba Caprock Construction), in the amount of \$418,266.89 for the development of Northgate Park.

Sponsors: Schmitz

Attachments: [19-063 Tab](#)

- 2d. [19-0184](#) Presentation, discussion, and possible action regarding the approval of Change Order No. 3 reducing the contract amount by \$91,555.33 for the construction of the Sandy Point Improvements Project.

Sponsors: Fisher

Attachments: [15-011 Dudley CO3](#)

- 2e. [19-0267](#) Presentation, discussion, and possible action regarding an Interlocal Agreement between Region 8 Education Service Center and the City of College Station to participate in a program called The Interlocal Purchasing System (TIPS).

Sponsors: Leonard

Attachments: [Texas Interlocal Agreement](#)

- 2f. [19-0271](#) Presentation, discussion, and possible action of a contract with ASAP Security Services not to exceed \$162,271.92 for implementing Phase II of the city-wide integrated video surveillance system.

Sponsors: Menon and Gonzalez

Attachments: [2019 ASAP 19300514 CONTRACT Agreement Routing Form](#)

- 2g. [19-0272](#) Presentation, discussion, and possible action on renewing the annual

price agreement with Techline, Inc. for the purchase of wire and cable which will be maintained in electrical inventory and expended as needed for an amount not to exceed \$712,700.

Sponsors:

Leonard

Attachments:

[18300591 Techline Purchase of Wire Cable CVR Sheet](#)

[18300591R1 Annual Price Agreement for Wire & Cable Techline Inc.](#)

2h. [19-0274](#)

Presentation, discussion, and possible action to ratify and approve the provision of services by Global Payments Direct, Inc. for Merchant Card and Credit Card Payment Processing Services by: a) Ratifying additional funding in the amount of \$285,000 for the second year of the initial contract term ending May 31, 2002; and b) Approving Amendment No. 1 of the contract to allow for a total estimated annual expenditure of \$1,300,000.

Sponsors:

Leonard

Attachments:

[17300033 Amendment #1 - Global Direct](#)

[Cover Memorandum](#)

2i. [19-0284](#)

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

Sponsors:

Caler

Attachments:

[17300379R2 Larry Young Paving Renewal ltr 2 signed](#)

2j. [19-0285](#)

Presentation, discussion, and possible action regarding the approval of the first renewal of a contract with Brazos Paving, Inc. for the installation of one inch overlay with specialty mix as needed for an amount not to exceed \$432,000.

Sponsors:

Caler

Attachments:

[Hot Mix Overlay renewal signed](#)

2k. [19-0286](#)

Presentation, discussion, and possible action on an annual contract not-to-exceed \$101,640 with Buyers Barricades Houston, LLC for the 2019 TAMU football post game day traffic control.

Sponsors:

Rother

Regular Agenda

Individuals who wish to address the City Council on an item posted as a Public Hearing shall register with the Office of the City Secretary. Registration forms are available in the Office of the City Secretary. This form should be completed and returned to the office by 5:30 PM on the day of the Council meeting. Upon stepping to the podium the speaker must state their name and city of residence, including the state of residence if the city is located

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

1. [19-0300](#) Public Hearing, presentation, discussion, and possible action on Budget Amendment #2 amending Ordinance No. 4048 which will amend the budget for the 2018-2019 Fiscal Year in the amount of \$2,233,750.

Sponsors:

Leonard

Attachments:

[FY19 BA #2 -Detail List](#)

[FY19 Budget Amendment #2 Ordinance](#)

[FY19 Budget Amendment #2 Cover Sheet](#)

2. [19-0310](#) Presentation, discussion, and possible action on an ordinance amending Chapter 2, "Administration," Article V, "Finance," Division 2 "Fees, Rates, and Charges" Section 2-122 of the Code of Ordinances related to building permit fees and presentation, discussion, and possible action on a resolution establishing the fees, rates, and charges as authorized in Chapter 2 "Administration", Art. V. "Finance", Div. 2 Fees, Rates, and Charges" of the Code of Ordinances and repealing previous fees, rates, and charges resolutions.

Sponsors:

Binford

3. [19-0277](#) Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from O Office with OV Corridor Overlay to GC General Commercial with OV Corridor Overlay for approximately 3 acres being University Park Section II Block T Lot 15A, generally located at 1101 University Drive East, 1103 University Drive East, and 1105 University Drive East.

Sponsors:

Broadnax

Attachments: [Ordinance](#)
[Background Information](#)
[Vicinity Map, Aerial, and Small Area Map](#)
[Applicant's Supporting Information](#)
[Rezoning Map](#)
[Rezoning Exhibit](#)

4. [19-0174](#) Presentation, discussion, and possible action on an Interlocal Agreement with Brazos County for housing City of College Station Class C Misdemeanor prisoners at \$55 per prisoner per day.

Sponsors: Fleeger

Attachments: [County-COCS Prisoner ILA 4-4-19 Final](#)

5. [19-0276](#) Presentation, discussion, and possible action regarding the award of a Construction Contract for the Harvey Mitchell Parkway Multi-Use Path Landscaping Installation project to Dudley Construction, Ltd. for the amount of \$102,735 and the rejection of bids received in response to ITB 19-010.

Sponsors: Constantino

Attachments: [19-068 Tab](#)
[Project Location Map](#)

6. [19-0278](#) Presentation, discussion, and possible action regarding a Semi-Annual Report on System-Wide Impact Fees for Water, Wastewater, and Roadway.

Sponsors: Cotter

Attachments: [Semi-Annual Report with Attachments 5.16.19](#)

7. [19-0287](#) Presentation, discussion, and possible action regarding an Interlocal Agreement between City of College Station and Wellborn Special Utility District for the cost participation by Wellborn Special Utility District in the City's Greens Prairie Trail Phase 1 Widening Project.

Sponsors: Fisher

Attachments: [WSUD Signed ILA](#)

8. [19-0288](#) Presentation, discussion, and possible action regarding the approval of a professional services contract with Jones & Carter, Inc. in the amount of \$234,500 for the preliminary engineering report related to the Greens Prairie Rehabilitation (FM 2154 to Victoria) project and a Resolution Declaring Intention to Reimburse certain expenditures with proceeds from debt.

Sponsors: Fisher

Attachments: [Project Map1](#)
 [ST1901 Greens Prairie Rehab - DRR](#)

9. [19-0289](#) Presentation, discussion, and possible action regarding a professional services contract with Kimley Horn and Associates, Inc. in amount of \$839,800 and a Resolution Declaring Intention to Reimburse certain expenditures with proceeds from debt for the McCulloch Utility Rehabilitation project.

Sponsors: Fisher

Attachments: [McCulloch Utility Rehab - DRR](#)
 [McCulloch Utility Rehab Project Location Map](#)

10. 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.

11. Adjourn.

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

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on June 7, 2019 at 5:00 p.m.



City Secretary

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

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

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

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

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



Legislation Details (With Text)

File #: 19-0294 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 5/28/2019 **In control:** City Council Regular
On agenda: 6/13/2019 **Final action:**
Title: Presentation, discussion, and possible action on minutes for:
• May 23, 2019 Workshop
• May 23, 2019 Regular
Sponsors: Tanya Smith
Indexes:
Code sections:
Attachments: [WKSHP052319 DRAFT Minutes](#)
[RM052319 DRAFT Minutes](#)

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

- May 23, 2019 Workshop
- May 23, 2019 Regular

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: N/A

Budget & Financial Summary: None

Attachments:

- May 23, 2019 Workshop
- May 23, 2019 Regular

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
MAY 23, 2019

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick
Jerome Rektorik
Linda Harvell
Elianor Vessali
John Nichols
Dennis Maloney

City Staff:

Brian Woods, City Manager
Jeff Capps, Deputy City Manager
Carla Robinson, City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Mooney at 3:34 p.m. on Thursday, May 23, 2019 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, §551.072-Real Estate, §551.074-Personnel and §551.087-Economic Incentive, the College Station City Council convened into Executive Session at 3:34 p.m. on May 23, 2019 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

- Carrie McIver v. City of College Station; Cause No. 18-003271-CV-85; In the 85th District Court, Brazos County, Texas
- B. Deliberation on the purchase, exchange, lease, or value of real property; to wit:
- Property located generally in the vicinity of Highway 50 in South Robertson County, Texas.
- C. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:
- Council Self-Evaluation
 - City Manager
- D. **PULLED** - Deliberation on an offer of financial or other incentives for a business prospect that the Council seeks to have locate, stay or expand in or near the City; to wit:
- Contractual obligations for Tax Abatement Agreement and Economic Development Agreement between the City of College Station and Strategic BH-College Station, LLC.

The Executive Session recessed at 5:24 p.m.

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

No action was taken.

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

No items were pulled from Consent for clarification.

5. Presentation, discussion, and possible action regarding the city's economic development efforts.

Natalie Ruiz, Director of Economic Development, presented an overview of the city's current economic development efforts. The departmental focus is to lead efforts to promote a diversified economy generating quality and stable full-time jobs, bolstering sales and property taxes. Mrs. Ruiz stated that staff has worked with consultant Bob Farley to develop our existing economic development plan, explore ways in which we can enhance our competitiveness, and target areas moving forward.

Mr. Farley gave an overview on the history and structure of the current plan:

- I. Resources, Partners, Program Focus
 - a. City Efforts and Operating Budget
 - b. Brazos Valley Economic Development Corporation
 - c. Texas A&M
 - d. Other Resources such as Experience Bryan College Station, Bryan College Station Chamber of Commerce, and related City Departments.
- II. Economic Development Roles & Responsibilities
 - a. Planning and Policy: City Council
 - b. Outreach, Marketing, Retention, and Growth: City Staff
- III. Recent Priorities & Accomplishments
 - a. Midtown Business Park

- b. College Station Business Center
 - c. Site Selectors, Brokers, and Direct Prospect Contact
- IV. Game Plan
 - a. Maintaining the current structure
 - b. Maintaining the focus on business attraction
 - c. Upcoming efforts: Master Plan Evaluation & Update, Small Business Resource Team, Destination Marketing Improvements

Council supports staffs direction on the City’s economic development program efforts.

6. Presentation, discussion, and possible action regarding Fire asset reliability.

Jonathan McMahan, Chief of Fire Department, presented a review of the fire assets adequacy and reliability. Chief McMahan explained that “adequacy” is fully sufficient for a specified or implied purpose or requirement; equal to; proportionate to. Also, that “response reliability” is the probability that the required amount of staffing and apparatus that is regularly assigned will be available when a fire or emergency call is received, and the percentage of time that all response units are available for a dispatch.

Measuring adequacy the CSFD measures performance based on:

- 252 performance indicators of the CPSE CFAI accreditation framework.
- City Council Strategic Plan goals, objectives, and actions.
- NFPA Standards.

The following are key areas where potential inadequacies may develop based on future growth, increase in call volume, and boundary expansion:

- Adequacy: Future Growth Impact on Staffing, Stations, Apparatus, and Equipment
- Adequacy: Future Growth Impact on Response Times

Chief McMahan noted that the department is currently engaged in a needs study with a consultant. The results should be available this summer and identified needs, efficiencies, and priorities will be addressed then.

7. Council Calendar

Council reviewed the calendar.

8. Discussion, review, and possible action regarding the following meetings: Animal Shelter Board, Annexation Task Force, Arts Council of Brazos Valley, Architectural Advisory Committee, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, FBT/Texas Aggies Go to War, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council,

Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Economic Development, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Walk with the Mayor, YMCA, Youth Advisory Council, Zoning Board of Adjustments, (Notice of Agendas posted on City Hall bulletin board).

Mayor Mooney reported on the Gulf Coast Strategic Highway Coalition, Chamber of Commerce Washington D.C. Trip, and Walk with the Mayor.

Councilmember Harvell reported on the Brazos County Health Department.

9. Adjournment

There being no further business, Mayor Mooney adjourned the workshop of the College Station City Council at 6:32 p.m. on Thursday, May 23, 2019.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
MAY 23, 2019

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick
Jerome Rektorik
Linda Harvell
Elianor Vessali
John Nichols
Dennis Maloney

City Staff:

Brian Woods, City Manager
Jeff Capps, Deputy City Manager
Carla Robinson, City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Mooney at 6:39 p.m. on Thursday, May 23, 2019 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

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

Hear Visitors Comments

Elianor Vessali, College Station, came before Council to honor the service and sacrifice of Army Capt. Sean P. Sims.

Carlos Espina, College Station, requested that Council bring back the soccer goals at Anderson Park. He stated that citizens do not have anywhere to go besides Veteran Park but those are largely reserved for practice or tournaments.

Eduardo Espina, College Station, requested that Council bring back the soccer goals at Anderson Park, citing that the limited opportunities for soccer elsewhere in the city and underutilization of the park.

Carlos Prida, College Station, requested that soccer goals be brought back to Anderson. He stated that there is plenty of space and the park is under used by the public.

Raphael Cruzan, College Station, thanked the Council for all they do with the parks here is College Station but requested that Council bring back the soccer goals to all the parks, especially Anderson.

Donald Deere, College Station, came before Council in opposition to the ordinance that would remove parking from Langford, Lancelot, and King Arthur streets. Mr. Deere stated that he and his wife own two homes, one on Langford and one on Lancelot, that would be affected and do not agree that the sacrifice of parking is worth the supposed safety benefits.

Patsy Deere, College Station, came before Council in opposition to the ordinance that will remove parking from Langford, Lancelot, and King Arthur streets.

CONSENT AGENDA

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

- **May 13, 2019 Workshop Meeting**
- **May 13, 2019 Regular Meeting**

2b. Presentation, discussion, and possible action regarding approval of a job order construction contract for facilities corrective maintenance services from Air Tech Brazos Valley in the amount of \$287,305.

2c. Presentation, discussion, and possible action regarding the approval to purchase furnishings totaling \$330,029.53 from multiple vendors through various purchasing cooperatives for the newly renovated Larry J. Ringer Library.

2d. Presentation, discussion, and possible action on Ordinance No. 2019-4093 amending Chapter 40, "Utilities," Article IV, "Solid Waste Collection and Disposal," Division 2 "Waster Collection Generally," Section 40-389, "Residential Collection Generally," of the Code of Ordinances regarding containers.

2e. Presentation, discussion, and possible action on Ordinance No. 2019-4094 amending Chapter 38, "Traffic and Vehicles," Article II "Stopping, Standing and Parking," Division 2 "Administrative Adjudication of Parking Violations," Section 38-74 "Liability of the Vehicles Owner and Operator, Presumption of Liability, Presumption of Ownership," related to violation defenses.

2f. Presentation, discussion, and possible action on Ordinance No. 2019-4095 amending Chapter 38, "Traffic and Vehicles," Article II "Stopping, Standing and Parking," Division 2 "Administrative Adjudication of Parking Violations," Section 38-79 "Civil Fines, Costs and Fees," related to the civil fine for not paying the parking fee for the Northgate Garage.

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

REGULAR AGENDA

1. Presentation, possible action, and discussion of Ordinance No. 2019-4096 amending Chapter 38 “Traffic Schedules”, Article VI “Traffic Schedules,” Section 38-1014 “Traffic Schedule XIV, no parking here to corner and no parking any time,” of the Code of Ordinances by removing stopping, standing, and parking along Poplar Street, Live Oak Street, Ash Street, and Nimitz Street.

Troy Rother presented Regular items 1-2 together and pulled Regular item 3.

2. Presentation, possible action, and discussion of Ordinance No. 2019-4097 amending Chapter 38 “Traffic Schedules”, Article VI “Traffic Schedules,” Section 38-1014 “Traffic Schedule XIV, no parking here to corner and no parking any time,” of the Code of Ordinances by removing stopping, standing, and parking along Edelweiss Avenue.

Troy Rother, Senior Engineer II, presented three items on “no parking here to corner and no parking any time,” by removing stopping, standing, and parking along Poplar Street, Live Oak Street, Ash Street, and Nimitz Street; Edelweiss Avenue; and Langford, King Arthur, Guadalupe, and Lancelot.

Mr. Rother stated that the first removal along Poplar Street, Live Oak Street, Ash Street, and Nimitz Street was requested by a group of residents living on Ash Street. They contacted the City of College Station Public Works Department expressing their concern about cars being parked on both sides of the road, in particular during nighttime, and impeding access to emergency vehicles along the street. The second removal was requested by the Principal of Rock Prairie Elementary, having contacted the City of College Station Public Works Department expressing concern about cars being parked on both sides of the road, in particular during the afternoon pick-up times.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Rektorik, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No.’s 2019-4096 and 2019-4097, amending Chapter 38 “Traffic Schedules”, Article VI “Traffic Schedules,” Section 38-1014 “Traffic Schedule XIV, no parking here to corner and no parking any time,” of the Code of Ordinances by removing stopping, standing, and parking along Poplar Street, Live Oak Street, Ash Street, and Nimitz Street; and Edelweiss Avenue. The motion carried unanimously.

3. Presentation, discussion, and possible action of Ordinance No. 2019-4098 amending Chapter 38 “Traffic Schedules”, Article VI “Traffic Schedules,” Section 38-1014 “Traffic Schedule XIV, no parking here to corner and no parking any time,” of the Code of Ordinances by removing stopping, standing, and parking along Langford, King Arthur, Guadalupe, and Lancelot.

Council pulled per staff’s recommendation to take back for another public meeting and bring back to Council at a later date.

4. Presentation, discussion, and possible action regarding the approval of general service contract for city-wide mowing and landscape maintenance to Green Teams, Inc. not to exceed amount of \$1,058,252.

Pete Caler, Assistant Director of Public Works, stated that in 2019 staff solicited proposals for all of the City’s mowing and landscape maintenance services, except regional parks and athletic fields. The request was for proposals solicited from contractors for mowing and landscape maintenance were divided into five (5) categories:

1. Facilities - City buildings and Northgate District
2. Electric - CSU electric substations and buildings
3. Water/Wastewater - CSU water and wastewater sites
4. Parks - Includes neighborhood parks and cemeteries
5. Finish mowing - Primarily street right of ways and medians

Mr. Caler also stated that six vendors responded to RFP 19-021 and Green Teams, Inc. was selected as the most responsible bidder to provide all city-wide mowing and landscape services. The Green Teams, Inc. contract is in the amount of \$1,058,252, the initial term of the Contract is for one (1) year with the option to renew for two (2) additional one (1) year terms for a total of three (3) years.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to approve of general service contract for city-wide mowing and landscape maintenance to Green Teams, Inc. not to exceed amount of \$1,058,252. The motion carried unanimously.

5. Presentation, discussion, and possible action on Resolution No. 05-23-19-05 for Advance Funding Agreement between the City of College Station and the State of Texas, acting through the Texas Department of Transportation, for an intersection improvement project at FM 2154 (Wellborn Road) and Holleman Drive.

Emily Fisher, Assistant Director of Public Works, stated that this AFA covers work needed within Texas Department of Transportation right-of-way as part of the FM 2154 (Wellborn Road) and Holleman Drive Intersection Improvement project. Also, this project includes roadway profile adjustments along FM 2154 and Holleman Drive, concrete pavement for FM 2154 and Holleman Drive, retaining walls, curb and gutter, sidewalks, roadway drainage improvements, upgrading traffic signals at Holleman Drive intersection, median work at railroad crossing on Holleman Drive, pavement markers and markings, signing, and ancillary construction. This AFA is a \$0.00 payment agreement.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Rektorik, the City Council voted seven (7) for and none (0) opposed, to adopt Resolution No. 05-23-19-05 for Advance Funding Agreement between the City of College Station and the State of Texas, acting through the Texas Department of Transportation, for an intersection improvement project at FM 2154 (Wellborn Road) and Holleman Drive. The motion carried unanimously.

6. Presentation, discussion, and possible action regarding a Construction Services Contract with Palasota Contracting, LLC in the amount of \$1,223,505 for the construction services for the Southwood Valley Trunk Line Phase 1 Project and Resolution No. 05-23-19-06 Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

Emily Fisher, Assistant Director of Public Works, stated that this project involved the construction of approximately 2,250 linear feet of 26-inch sanitary sewer line and approximately 380 linear feet of 48-inch steel casing pipe. Mrs. Fisher explained that the project is generally located from a manhole approximately 160 feet south of Bee Creek on the west side of State Highway 6, then runs south towards the northwest corner of FM 2818 & State Highway 6 for about 1,000 linear feet, then jogs southwest towards Brothers Blvd for about 1,250 linear feet. The purpose of this project is to increase capacity for proposed future development.

MOTION: Upon a motion made by Councilmember Rektorik and a second by Mayor Mooney, the City Council voted seven (7) for and none (0) opposed, to approve Construction Services Contract with Palasota Contracting, LLC in the amount of \$1,223,505 for the construction services for the Southwood Valley Trunk Line Phase 1 Project and adopt Resolution No. 05-23-19-07 Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt. The motion carried unanimously.

7. Presentation, discussion, and possible action regarding approval of the construction contract with JaCody Construction in the amount of \$149,486 for the City Gateway South Signage Project.

Emily Fisher, Assistant Director of Public Works, stated that this project will include construction of a gateway sign to be located just north of Peach Creek Cutoff along State Highway 6 within Texas Department of Transportation right-of-way. Also, Mrs. Fisher explained that the budget in the amount of \$200,000 is included for this project in the General Government Capital Improvement Projects Fund. A total of \$29,731.33 has been expended or committed to date, leaving a balance of \$170,268.67 for this construction contract and remaining expenses.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Rektorik, the City Council voted seven (7) for and none (0) opposed, to appoint Kevin Henderson to the Parks and Recreation Board for an unexpired term. The motion carried unanimously.

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

Councilmember Vessali requested a future agenda item on any state legislation that will affect the City's budgeting process.

Councilmember Maloney requested a future agenda item on the removal of the soccer goals at Anderson Park and options for adding soccer goals back to parks in general.

Councilmember Brick requested a future agenda item evaluating the safety of parking on city streets, specifically in school zones.

9. Adjournment.

There being no further business, Mayor Mooney adjourned the Regular Meeting of the City Council at 7:44 p.m. on Thursday, May 23, 2019.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

Legislation Details (With Text)

File #:	19-0253	Version:	1	Name:	Homeland Security Bomb Equipment Resolution
Type:	Agreement	Status:		Status:	Consent Agenda
File created:	5/10/2019	In control:		In control:	City Council Regular
On agenda:	6/13/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action on a resolution authorizing the City Manager or designee as authorized officials to execute documents necessary for submitting a grant application to the Office of the Governor Homeland Security Division for police bomb squad equipment.				
Sponsors:	Brandy Norris				
Indexes:					
Code sections:					
Attachments:	Office of Gov Bomb Grant Res 5-13-19				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action on a resolution authorizing the City Manager or designee as authorized officials to execute documents necessary for submitting a grant application to the Office of the Governor Homeland Security Division for police bomb squad equipment.

Relationship to Strategic Goals:

- Financially Sustainable City

Recommendation(s): Staff Recommends Council Approval

Summary: The Homeland Security Division's (HSD) mission is to promote strategies to prevent terrorism and other catastrophic events and to prepare communities for the threats and hazards that pose the greatest risk to the security and resilience of Texas and the nation. The grant funding assists Texas jurisdictions in building, sustaining, and delivering core capabilities to further the National Preparedness Goal which is, "A secure and resilient Nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk."

The HSD will provide 100% funding for the purchase of a Power Hawk rescue tool, a remote firing device system and a hook and line kit. [The Power Hawk P-16 rescue tool is a tool that is versatile and has many uses and many types of cutting blades and prying blades. In the bomb world, this device has been used to open up car doors, trunks, cut locks and was initially designed to be placed on a bomb robot so all of this could be done remotely in a hazardous situation while keeping the bomb technician safe. The remote firing device system allows technicians to detonate explosives from several hundred feet away. The hook and line kit is used to open doors in situations where an explosive device is thought to be present, to remove suspected explosive items from buildings, cars, etc., or to remove objects from areas where explosives are thought to be present while the operator](#)

remains a safe distance from the explosives.

There is no local match for HSD, but grant funding will only be provided for the initial equipment purchase. Due to this, any other associated costs such as maintenance, repair or replacement will be the responsibility of the grantee agency.

Budget & Financial Summary: The purchase price of all three pieces of equipment will be \$5,653.73.

Attachments:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE APPLICATION DOCUMENTS NECESSARY TO SUBMIT TO THE OFFICE OF THE GOVERNOR HOMELAND SECURITY GRANTS DIVISION FOR GRANT FUNDS FOR BOMB EQUIPMENT (BOMB EQUIPMENT) ON BEHALF OF THE CITY AND TO ACT ON ITS BEHALF WITH RESPECT TO ANY ISSUES ARISING DURING THE APPLICATION PROCESS.

WHEREAS, the City Council of College Station finds it in the best interest of the citizens of College Station that the College Station Police Bomb Squad be operated for 2019; and

WHEREAS, the City of College Station Police Department agrees to provide applicable matching funds for the Bomb Equipment grant application as required by the Office of the Governor Homeland Security grant application; and

WHEREAS, the City of College Station agrees that in the event of loss or misuse of the Office of the Governor funds, the City of College Station assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of College Station designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City of College Station.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of College Station hereby approves the submission of the Bomb Equipment application grant application to the Office of the Governor, Homeland Security Grants Division.

PART 1: That the City Council hereby authorizes the City Manager or designees as the authorized official to execute documents necessary for the submission of the Bomb Equipment application, with Application Number **3597901**, for Homeland Security Grant Division funds to the Office of the Governor on behalf of the City of College Station and to act on its behalf with respect to any issues that may arise during processing of said application.

PART 2: That the City Manager and designees are authorized officials are given the power to apply for, accept, reject, alter or terminate the Bomb Equipment grant application on behalf of the City of College Station.

PART 3: That the City of College Station agrees in the event of loss or misuse of the Criminal Justice Division funds, the City of College Station assures the funds will be returned to the Criminal Justice Division in full.

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

ADOPTED this ____ day of _____, 2019.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney



Legislation Details (With Text)

File #:	19-0260	Version:	1	Name:	Construction Contract #19300509 Development of Northgate Park
Type:	Presentation	Status:			Consent Agenda
File created:	5/14/2019	In control:			City Council Regular
On agenda:	6/13/2019	Final action:			
Title:	Presentation, discussion, and possible action on a construction contract with CRT GC, Inc. (dba Caprock Construction), in the amount of \$418,266.89 for the development of Northgate Park.				
Sponsors:	David Schmitz				
Indexes:					
Code sections:					
Attachments:	19-063 Tab				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action on a construction contract with CRT GC, Inc. (dba Caprock Construction), in the amount of \$418,266.89 for the development of Northgate Park.

Relationship to Strategic Goal: Community Integrity; Providing Core Services and Infrastructure

Recommendation(s): Staff recommends approval and award of the construction contract with CRT GC Construction for the development of Northgate Park in the amount of \$418,266.89 with one hundred sixty (160) construction days.

Summary: The proposed construction project includes the full development of Northgate Park. Northgate Park, when completed, will consist of lighted trails, open play areas, park benches, a small lighted pavilion with picnic tables, and drinking fountains. After studying the local neighborhood, a need for passive/active open space was observed, paired with access throughout the park.

Budget & Financial Summary: Five (5) sealed, competitive bids were received and opened on April 24, 2019. The bid summary is attached. 100% of the funding for this project is budgeted from the Park Land Dedication Zone 1 Fund (including design).

Attachments:

1. Bid Tab Number #19-063
2. Construction Contract with CRT Construction, LLC. (on file in the City Secretary's Office)



City of College Station - Purchasing Division
Bid Tabulation for #19-063
"Northgate Park Development Project"
Open Date: Wednesday, April 24, 2019 @ 2:00 p.m.

				CRT, GC INC. dba CAPROCK CONSTRUCTION COLLEGE STATION, TX		DUDLEY CONSTRUCTION LTD. COLLEGE STATION, TX		JACODY CONSTRUCTION, LP COLLEGE STATION, TX		KIESCHNICK GENERAL CONTRACTORS COLLEGE STATION, TX		ROAN COMMERCIAL GROUP, LLC SAN MARCOS, TX	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
GENERAL													
1	1	LS	General Requirements	\$57,170.00	\$57,170.00	\$36,000.00	\$36,000.00	\$108,805.01	\$108,805.01	\$50,000.00	\$50,000.00	\$51,428.00	\$51,428.00
GENERAL - SUBTOTAL				\$57,170.00		\$36,000.00		\$108,805.01		\$50,000.00		\$51,428.00	
CIVIL													
2	1	EA	Paving	\$104,105.00	\$104,105.00	\$244,000.00	\$244,000.00	\$123,051.89	\$123,051.89	\$175,000.00	\$175,000.00	\$192,097.00	\$192,097.00
3	1	EA	Drainage System	\$22,380.00	\$22,380.00	\$54,000.00	\$54,000.00	\$20,000.00	\$20,000.00	\$45,000.00	\$45,000.00	\$25,946.00	\$25,946.00
4	2	EA	Water System Tap	\$3,408.00	\$6,816.00	\$5,500.00	\$11,000.00	\$5,950.00	\$11,900.00	\$4,025.00	\$8,050.00	\$3,013.00	\$6,026.00
5	1	EA	Erosion Control	\$5,112.00	\$5,112.00	\$12,500.00	\$12,500.00	\$5,250.00	\$5,250.00	\$10,000.00	\$10,000.00	\$11,665.00	\$11,665.00
CIVIL - SUBTOTAL				\$138,413.00		\$321,500.00		\$160,201.89		\$238,050.00		\$235,734.00	
PAVILION													
6	620	SF	Standing Seam Metal Roof	\$9.17	\$5,685.40	\$12.00	\$7,440.00	\$9.50	\$5,890.00	\$10.00	\$6,200.00	\$9.10	\$5,642.00
7	24	Panel	Fibercement Soffit	\$56.79	\$1,362.96	\$129.00	\$3,096.00	\$184.33	\$4,423.92	\$500.00	\$12,000.00	\$102.50	\$2,460.00
8	515	LF	Furring Channels	\$0.91	\$468.65	\$2.50	\$1,287.50	\$5.00	\$2,575.00	\$20.00	\$10,300.00	\$2.00	\$1,030.00
9	101	LF	Fibercement Trim	\$10.29	\$1,039.29	\$8.50	\$858.50	\$5.00	\$505.00	\$10.00	\$1,010.00	\$5.25	\$530.25
10	178	LF	Metal Soffit Trim	\$5.59	\$995.02	\$5.00	\$890.00	\$0.00	\$0.00	\$20.00	\$3,560.00	\$5.50	\$979.00
11	48	LF	Metal Soffit Vents	\$15.27	\$732.96	\$17.00	\$816.00	\$0.00	\$0.00	\$100.00	\$4,800.00	\$9.50	\$456.00
12	137	SF	Brick Veneer	\$8.29	\$1,135.73	\$13.00	\$1,781.00	\$53.28	\$7,299.36	\$100.00	\$13,700.00	\$26.50	\$3,630.50
13	36	SF	Masonry Flashing	\$6.34	\$228.24	\$4.00	\$144.00	\$0.00	\$0.00	\$10.00	\$360.00	\$6.00	\$216.00
14	137	SF	Metal Studs	\$1.33	\$182.21	\$5.00	\$685.00	\$10.00	\$1,370.00	\$50.00	\$6,850.00	\$7.75	\$1,061.75
15	6	Panel	Sheathing	\$9.50	\$57.00	\$92.00	\$552.00	\$0.00	\$0.00	\$500.00	\$3,000.00	\$84.25	\$505.50
16	16	SF	Cast Stone	\$35.50	\$568.00	\$51.00	\$816.00	\$0.00	\$0.00	\$200.00	\$3,200.00	\$27.00	\$432.00
17	29	LF	Roof Drainage (gutter, chains)	\$13.72	\$397.88	\$37.00	\$1,073.00	\$0.00	\$0.00	\$100.00	\$2,900.00	\$12.50	\$362.50
18	2	EA	Water Collection Box	\$170.50	\$341.00	\$1,200.00	\$2,400.00	\$0.00	\$0.00	\$400.00	\$800.00	\$3,013.00	\$6,026.00
19	750	SF	Painting	\$1.60	\$1,200.00	\$3.00	\$2,250.00	\$4.00	\$3,000.00	\$10.00	\$7,500.00	\$0.90	\$675.00
PAVILION - SUBTOTAL				\$14,394.34		\$24,089.00		\$25,063.28		\$76,180.00		\$24,006.50	
LANDSCAPING													
20	1	LS	Landscaping	\$39,193.00	\$39,193.00	\$42,000.00	\$42,000.00	\$79,550.00	\$79,550.00	\$45,000.00	\$45,000.00	\$48,730.50	\$48,730.50
21	1.7892	ACRE	Irrigation	\$9,841.00	\$17,607.52	\$10,000.00	\$17,892.00	\$8,663.09	\$15,500.00	\$11,100.00	\$19,860.12	\$8,419.41	\$15,064.01
22	1	LS	Tree Protection	\$1,526.00	\$1,526.00	\$4,500.00	\$4,500.00	\$1,365.00	\$1,365.00	\$3,500.00	\$3,500.00	\$2,577.00	\$2,577.00
LANDSCAPING - SUBTOTAL				\$58,326.52		\$64,392.00		\$96,415.00		\$68,360.12		\$66,371.51	
SITE FURNISHINGS													
23	12	EA	Sidewalk Benches	\$834.25	\$10,011.00	\$1,600.00	\$19,200.00	\$1,317.00	\$15,804.00	\$1,150.00	\$13,800.00	\$1,416.00	\$16,992.00
24	9	EA	Site Benches	\$1,266.67	\$11,400.03	\$2,000.00	\$18,000.00	\$1,358.00	\$12,222.00	\$1,450.00	\$13,050.00	\$1,838.00	\$16,542.00
25	4	EA	Picnic Tables	\$1,327.75	\$5,311.00	\$2,000.00	\$8,000.00	\$872.00	\$3,488.00	\$1,500.00	\$6,000.00	\$1,657.25	\$6,629.00
26	8	EA	Bins	\$1,167.50	\$9,340.00	\$1,500.00	\$12,000.00	\$996.00	\$7,968.00	\$1,250.00	\$10,000.00	\$1,658.00	\$13,264.00
27	2	EA	Grills	\$366.50	\$733.00	\$700.00	\$1,400.00	\$248.00	\$496.00	\$500.00	\$1,000.00	\$705.00	\$1,410.00
28	2	EA	Bike Rack	\$122.00	\$244.00	\$1,300.00	\$2,600.00	\$550.00	\$1,100.00	\$350.00	\$700.00	\$301.50	\$603.00
SITE FURNISHINGS - SUBTOTAL				\$37,039.03		\$61,200.00		\$41,078.00		\$44,550.00		\$55,440.00	
STRUCTURAL													
29	1	LS	Pavilion Foundation and Structural Steel	\$32,900.00	\$32,900.00	\$24,000.00	\$24,000.00	\$18,169.00	\$18,169.00	\$35,000.00	\$35,000.00	\$40,974.00	\$40,974.00
STRUCTURAL - SUBTOTAL				\$32,900.00		\$24,000.00		\$18,169.00		\$35,000.00		\$40,974.00	
ELECTRICAL													
30	1	LS	Lighting and Power	\$54,513.00	\$54,513.00	\$64,000.00	\$64,000.00	\$46,176.00	\$46,176.00	\$60,000.00	\$60,000.00	\$60,322.00	\$60,322.00
ELECTRICAL - SUBTOTAL				\$54,513.00		\$64,000.00		\$46,176.00		\$60,000.00		\$60,322.00	
PLUMBING													
31	1	LS	Drinking fountains, water lines, water meter, dry wells	\$25,511.00	\$25,511.00	\$40,000.00	\$40,000.00	\$18,250.00	\$18,250.00	\$25,000.00	\$25,000.00	\$22,054.00	\$22,054.00
PLUMBING - SUBTOTAL				\$25,511.00		\$40,000.00		\$18,250.00		\$25,000.00		\$22,054.00	
TOTAL BASE BID - ALL ITEMS				\$418,266.89		\$635,181.00		\$514,158.18		\$597,140.12		\$556,330.01	
Bid Certification				Y		Y		Y		Y		Y	
Bid Bond				Y		Y		Y		Y		Y	
Addenda Acknowledged				N/A		N/A		N/A		N/A		N/A	

NOTES:

Bid was received from Caffey & Sons LLC that is incomplete and deemed non-responsive
CRT GC, Inc.: Rounded all numbers the highlighted amount is the correct amount.
Roan Commercial Group, LLC.: Rounded all numbers the highlighted amount is the correct amount.



Legislation Details (With Text)

File #:	19-0184	Version:	1	Name:	Sandy Point Change Order
Type:	Change Order	Status:		Status:	Consent Agenda
File created:	4/6/2019	In control:		In control:	City Council Regular
On agenda:	6/13/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action regarding the approval of Change Order No. 3 reducing the contract amount by \$91,555.33 for the construction of the Sandy Point Improvements Project.				
Sponsors:	Emily Fisher				
Indexes:					
Code sections:					
Attachments:	15-011 Dudley CO3				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action regarding the approval of Change Order No. 3 reducing the contract amount by \$91,555.33 for the construction of the Sandy Point Improvements Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the change order.

Summary: This is a close out change order for the Sandy Point Pump Station Improvement project. The project included the construction of a new cooling tower and upgrade to the chemical feed system. This change order deducts items not utilized in the original contract.

Budget & Financial Summary: Budget in the amount of \$5,015,099 was included in the Water Capital Projects Fund for the Sandy Point Improvements Project. Actual costs incurred were less than the contracted amount.

Attachments:

1. Change Order No. 3

CHANGE ORDER NO. 3		DATE: June 13, 2018		Contract No.: 15-011		
P.O.#: 150246		PROJECT: Sandy Point Pump Station Improvements				
OWNER: City of College Station P.O. Box 9960 College Station, Texas 77842			CONTRACTOR: Dudley Construction LTD. 11370 SH 30 College Station, Texas 77845 Ph: 979-776-2135 Fax: 979-776-2235			
PURPOSE OF THIS CHANGE ORDER: A. Line item audit - adjust final quantities for extra unit price items in contract B. Correct an overage on trench safety. C. Assess liquidated damages.						
ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	CY	Additional Excavation	\$15.00	100	0	(\$1,500.00)
2	CY	Additional Select Fill	\$28.00	200	0	(\$5,600.00)
3	CY	Additional Cement Stabilized Sanc	\$25.00	200	18.7068	(\$4,532.33)
4	CY	Additional Class "A" Concrete	\$250.00	50	0	(\$12,500.00)
5	CY	Additional Class "B" Concrete	\$245.00	25	0	(\$6,125.00)
6	SF	Additional Concrete Repair	\$10.00	150	0	(\$1,500.00)
7	LF	Additional Structural Crack Repair	\$40.00	100	35	(\$2,600.00)
8	LF	Additional Buried Steel Piping, 36-inch Diameter	\$455.00	20	7	(\$5,915.00)
10	LF	Additional Exposed Electrical Conduit, 1-inch	\$14.33	200	0	(\$2,866.00)
11	LF	Additional Buried Electrical Conduit, 1-inch	\$19.87	400	0	(\$7,948.00)
12	LF	Additional Electrical Cable, #4	\$2.35	400	0	(\$940.00)
13	LF	Additional Instrumentation / Communications Cable	\$1.21	400	0	(\$484.00)
14	LF	Additional Buried Ductbank	\$66.45	100	0	(\$6,645.00)
H	DAY	Liquidated Damages	(\$200.00)	0	162	(\$32,400.00)
					TOTAL	(\$91,555.33)
THE NET AFFECT OF THIS CHANGE ORDER IS 2.07% DECREASE.						
LINE 4 (WPWOC-6580/WF1440344)			(\$51,434.93)			
LINE 5 (WPWOC-6580/WF1440357)			(\$40,120.40)			
LINE						
TOTAL CHANGE ORDER			(\$91,555.33)			
ORIGINAL CONTRACT AMOUNT			\$4,355,118.00			
CHANGE ORDER NO. 1			\$7,056.72			
CHANGE ORDER NO. 2			(\$5,505.19)			
CHANGE ORDER NO. 3			(\$91,555.33)			
REVISED CONTRACT AMOUNT			\$4,265,114.20			
ORIGINAL CONTRACT TIME			365 Days			
Time Extension No. 1			13 Days			
Time Extension No. 2			38 Days			
Time Extension No. 3			0 Days			
Revised Contract Time			416 Days			
SUBSTANTIAL COMPLETION DATE			8-Dec-15			
REVISED SUBSTANTIAL COMPLETION DATE			27-Jan-16			
APPROVED <i>Emily Fisher</i> 6/6/2019 ME CONTRACTOR Date <i>Mark [Signature]</i> 6/6/2019 CONSTRUCTION CONTRACTOR Date PROJECT MANAGER Date CITY ENGINEER Date <i>[Signature]</i> 6/6/2019 DEPARTMENT DIRECTOR Date ASST CITY MGR - CFO Date CITY ATTORNEY Date CITY MANAGER Date						

Legislation Details (With Text)

File #:	19-0267	Version:	1	Name:	Interlocal Cooperative Purchasing Agreement
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	5/17/2019	In control:		In control:	City Council Regular
On agenda:	6/13/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action regarding an Interlocal Agreement between Region 8 Education Service Center and the City of College Station to participate in a program called The Interlocal Purchasing System (TIPS).				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	Texas Interlocal Agreement				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action regarding an Interlocal Agreement between Region 8 Education Service Center and the City of College Station to participate in a program called The Interlocal Purchasing System (TIPS).

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

Recommendation(s): Staff recommends approval of the City's participation in The Interlocal Purchasing System (TIPS) cooperative purchasing program and authorization for the City Manager to execute the Interlocal Agreement with the cooperative's lead agency.

Summary: The Interlocal Agreement will allow the City to utilize contracts that have already been competitively bid and awarded, in accordance with all state and federal competitive bidding requirements, by the cooperative's lead agency. The lead agency for The Interlocal Purchasing System (TIPS) is the Region 8 Education Service Center located in Pittsburg, TX. Procuring goods and services from TIPS contracts will streamline purchasing processes, saving time and financial resources necessary to fulfill bid requirements. Additionally, the City will gain the cooperative's aggregate purchasing power, resulting in substantial discounts on products and services, which far exceeds the City's individual buying power. The City is not obligated to use TIPS contracts and will only do so when in the City's best interest. The use of TIPS contracts complies with the Interlocal Cooperation Act, Chapter 791.025 of the Texas Government Code and Chapter 271, Subchapter F, of the Texas Local Government Code.

Budget & Financial Summary: No expenses will be incurred to approve the Interlocal Agreement that allows the City to become a member of the Texas Interlocal Purchasing System (TIPS) cooperative.

Legal Review: Yes

Attachments:
Interlocal Cooperative Purchasing Agreement

AN INTERLOCAL AGREEMENT
Between Region 8 Education Service Center and a
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

City of College Station, TX
TEXAS PUBLIC ENTITY NAME

Control Number (TIPS will Assign)
Schools enter County-District Number

Region 8 Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for an Interlocal agreement to provide such services is granted under Texas Government Code § 791 *et seq* as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other legally eligible Local Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective June 13, 2019 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to improve procurement process efficiencies and assist in achieving best value for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:

- Provide for the organizational structure of the program.
- Provide staff for efficient operation of the program.
- Promote marketing of the TIPS Program.
- Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
- Provide members with procedures for placing orders through TIPS PO System.
- Maintain filing system for Due Diligence Documentation.
- Collect fees from vendors to support the costs of operations of TIPS.

Role of the Public Entity:

- Commit to participate in the program by an authorized signature on membership forms.
- Designate a Primary Contact and Secondary Contact for entity.

- Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
- Accept shipments of products ordered from Awarded Vendors.
- Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

No jointly owned property shall be created by this agreement and, therefore, no provision to dispose of jointly held property is required.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered
 Region 8 ESC TIPS Interlocal Agreement for Texas Members
 Page 2 of 3

Revised 2-27-2017 - RP

into an Agreement to provide cooperative purchasing opportunities to public agencies.
This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.
(If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Member Entity:

Purchasing Cooperative Lead Agency:

City of College Station, TX
Entity or District Name

By: _____
Authorized Signature

Print Name: _____

Title: _____

Date

Region 8 Education Service Center

By: _____
Authorized Signature

Dr. David Fitts
Title: Executive Director Region 8 ESC

Date

Public Entity Contact Information

Lisa D. Davis, Purchasing Manager
Primary Purchasing Person Name

1101 Texas Avenue
Street Address

College Station, Texas 77840
City, State Zip

979-764-3558
Telephone Number

979-764-3571
Fax Number

ldavis@cstx.gov
Primary Person Email Address

Brandi Whittenton, Buyer
Secondary Person Name

bwhittenton@cstx.gov
Secondary Person Email Address

The state of Texas requires an Interlocal Agreement be approved by the respective entities governing board. You may email completed Interlocal Agreement to tips@tips-usa.com.

Legislation Details (With Text)

File #:	19-0271	Version:	2	Name:	ASAP Security Services Video Surv. PH II
Type:	Contract	Status:		Status:	Consent Agenda
File created:	5/22/2019	In control:		In control:	City Council Regular
On agenda:	6/13/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action of a contract with ASAP Security Services not to exceed \$162,271.92 for implementing Phase II of the city-wide integrated video surveillance system.				
Sponsors:	Sindhu Menon, Maria Gonzalez				
Indexes:					
Code sections:					
Attachments:	2019 ASAP 19300514 CONTRACT Agreement Routing Form				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action of a contract with ASAP Security Services not to exceed \$162,271.92 for implementing Phase II of the city-wide integrated video surveillance system.

Relationship to Strategic Goals:

- Core Services & Infrastructure

Recommendation(s): CIO, City Manager, Human Resources and Public Works Directors recommend approval of the contract with ASAP Security Services, dba ASAP Security Services, LLC in the amount of \$162,271.92 for the implementation of the phase II of the city-wide integrated video surveillance system

Summary: There are multiple video surveillance systems installed by various departments throughout the city; these systems are outdated and use older technology. The overall video surveillance project was approved in 2018 to implement a city-wide infrastructure and basis for migrating existing systems over the next 3-4 years. In 2018, phase I of this project was funded and completed for the installation of a video surveillance system in Northgate district upgrading the existing Parking Garage video system. In this phase (phase II), eight (8) City Hall and HR exterior cameras, nineteen (19) Public Works shops cameras and sixteen (16) Utility Customer Service building cameras will be replaced and incorporated into the city-wide video surveillance system.

Budget & Financial Summary: Funding is through the Video Surveillance project. The total cost for the phase II of this implementation is \$162,271.92

Attachments: ASAP Contract



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 19300514 PROJECT#: CO1802 BID/RFP/RFQ#: N/A

Project Name / Contract Description: Video Surveillance System Phase II

Name of Contractor: ASAP Security Services, dba ASAP Security Services, LLC

CONTRACT TOTAL VALUE: \$ 162,271.92

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

Debarment Check ☐ Yes ☐ No ☒ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

☒ NEW CONTRACT ☐ RENEWAL # ☐ CHANGE ORDER # ☐ OTHER

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

Funding of phase II is through the city-wide Video Surveillance CIP project (CO1802). Total 3 phases budget is \$790K, phase I actual cost was \$353,221.52, phase II estimated cost is 162,271.92. In this phase (phase II), eight (8) City Hall and HR exterior cameras, nineteen (19) Public Works shops cameras and sixteen (16) Utility Customer Service building cameras will be replaced and incorporated into the city wide video surveillance system.

(If required)*

CRC Approval Date*: Council Approval Date*: Agenda Item No*:

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: Performance Bond: Payment Bond: Info Tech:

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

MAYOR (if applicable)

DATE

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on

Scanned into Laserfiche on

Original(s) sent to Fiscal on



Legislation Details (With Text)

File #:	19-0272	Version:	1	Name:	Renewal of Annual Price Agreement for Wire and Cable
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	5/23/2019	In control:		In control:	City Council Regular
On agenda:	6/13/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action on renewing the annual price agreement with Techline, Inc. for the purchase of wire and cable which will be maintained in electrical inventory and expended as needed for an amount not to exceed \$712,700.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	18300591 Techline Purchase of Wire Cable CVR Sheet 18300591R1 Annual Price Agreement for Wire & Cable Techline Inc.				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action on renewing the annual price agreement with Techline, Inc. for the purchase of wire and cable which will be maintained in electrical inventory and expended as needed for an amount not to exceed \$712,700.

Relationship to Strategic Goals: Core Services and Infrastructure

Recommendation(s): Staff recommends renewal of the annual price agreement with Techline, Inc. for an amount not to exceed \$712,700.00.

Summary: After a competitive sealed bid process was conducted for the annual purchase of wire and cable, Electric staff evaluated the bids for specification compliance and recommended award to Techline, Inc. On June 14, 2018, City Council awarded the annual price agreement to Techline, Inc. for an amount not to exceed \$712,700.00.

This is the first of two possible one-year renewal options.

Budget & Financial Summary: Funds are budgeted and available in the Electric Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

Reviewed and Approved by Legal: N/A

Attachments: Signed Renewal Letter

June 13, 2019
Consent Agenda
Renewal of Annual Price Agreement for Wire and Cable

To: Bryan Woods, City Manager

From: Mary Ellen Leonard, Finance Director

Agenda Caption: Presentation, discussion and possible action on renewing the annual price agreement with Techline, Inc. for the purchase of wire and cable which will be maintained in electrical inventory and expended as needed. The total recommended renewal is for an amount not to exceed \$712,700.

Relationship to Strategic Goals: Core Services and Infrastructure

Recommendation(s): Staff recommends renewal of the annual price agreement with Techline, Inc. for an amount not to exceed \$712,700.00.

Summary: After a competitive sealed bid process was conducted for the annual purchase of wire and cable, Electric staff evaluated the bids for specification compliance and recommended award to Techline, Inc. On June 14, 2018, City Council awarded the annual price agreement to Techline, Inc. for an amount not to exceed \$712,700.00.

This is the first of two possible one-year renewal options.

Budget & Financial Summary: Funds are budgeted and available in the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

Reviewed and Approved by Legal: N/A

Attachments: Signed Renewal Letter



May 10, 2019

ATTN: Mr. Gary Troxell
Techline-Inc.com
PO Box 674005
Dallas, TX 75267-4005

RE: Renewal #1 –Contract 18300591, Bid #18-074
Annual Purchase of Wire and Cable

Dear Mr. Troxell,

The City of College Station appreciates the products and services provided by Techline-Inc. this past year. We would like to exercise our option to renew the above referenced agreement for the term of June 20, 2019 through June 19, 2020, for an amount not to exceed Seven Hundred Twelve Thousand, Seven Hundred and 00/100 Dollars (\$712,700).

If this meets with your company's approval, please complete the attached contract renewal agreement and return it via e-mail to rforsyth@cstx.gov. ***Please follow up by mailing 3 original signed copies, no later than Friday, May 17, 2019, to my attention at the following address:***

City of College Station
Purchasing Division
PO Box 9960
College Station, TX 77842

Sincerely,

Robyn Forsyth
Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

=====

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract 18300591, Annual Purchase of Wire and Cable, as needed, in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Seven Hundred Twelve Thousand, Seven Hundred and 00/100 Dollars (\$712,700).

Pricing will be structured as follows:

Original Bid Pricing:

Line item 1: Inventory# 280-080-00001

1/0 URD AL Primary Wire 15KV EPR Insulation EST Qty 100,000 ft. \$2.25 per ft.

Line item 2: Inventory#280-080-00016

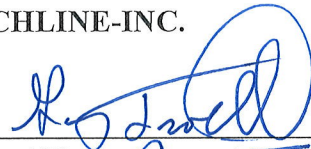
1000 MCM AL URD Primary Cable EST Qty 50,000 ft. \$8.93 per ft.

Line item 3: Inventory#280-080-0002

2/0 URD AL Triplex Wire (1m Ft/RL) Converse EST Qty 40,000 ft. \$1.03 per ft.

I understand this renewal term will be for the period beginning June 20, 2019 through June 19, 2020. This is the first renewal of two possible renewals.

TECHLINE-INC.

By: 

Printed Name: Gary Troxell

Title: Sales

Date: 5/15/19

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

Assistant City Manager/CFO

Date: _____



Legislation Details (With Text)

File #:	19-0274	Version:	1	Name:	Merchant Card/Credit Card Payment Processing Services
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	5/23/2019	In control:		In control:	City Council Regular
On agenda:	6/13/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action to ratify and approve the provision of services by Global Payments Direct, Inc. for Merchant Card and Credit Card Payment Processing Services by: a) Ratifying additional funding in the amount of \$285,000 for the second year of the initial contract term ending May 31, 2002; and b) Approving Amendment No. 1 of the contract to allow for a total estimated annual expenditure of \$1,300,000.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	17300033 Amendment #1 - Global Direct Cover Memorandum				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action to ratify and approve the provision of services by Global Payments Direct, Inc. for Merchant Card and Credit Card Payment Processing Services by: a) Ratifying additional funding in the amount of \$285,000 for the second year of the initial contract term ending May 31, 2002; and b) Approving Amendment No. 1 of the contract to allow for a total estimated annual expenditure of \$1,300,000.

Relationship to Strategic Goals: Core Services and Infrastructure

Recommendation(s): Staff respectfully recommends approving the ratification of additional funds totaling \$285,000 and approving Amendment No. 1 to adjust the estimated annual contract amount for the initial three-year contract term to \$1,300,000.

Summary: May 11, 2017, City Council approved a service agreement with Global Payments Direct, Inc. to provide merchant card and credit card payment processing services to the City for an estimated annual expenditure amount of \$850,000. The contract provides for an initial three (3) year term with two (2) additional one (1) year renewal options. The annual expenditure amount was based on a contracted per-transaction rate and an estimated volume of transactions. Additional funds for the second year of the initial contract term and an amendment to formally adjust the annual estimated expenditure amount to \$1,300,000 are necessary due to an exponential increase in the number of transactions since the inception of the contract resulting from an increase in population and the citizens' high demand for the ability to pay for fees and services electronically via credit/debit card. The following departments accept various credit/debit cards as a method of payment: Utility Customer Service, Municipal Court, Police, Parks, Accounting, Planning & Development, Northgate Garage and Northgate street meters. Fees associated with utility collections are built into the utility rates currently charged which accounts for 85% of all City credit/debit fees. At Municipal Court, convenience fees are applied to fines and fees paid using debit/credit cards as many fees collected are passed through to other agencies. The remainder of the City departments absorb the banking and service fees related to accepting debit/credit cards.

Budget & Financial Summary: Banking and service fees associated with the acceptance of credit cards as a method of payment are charged to each department that accepts Visa, MasterCard and Discover.

Reviewed and Approved by Legal: Yes

Attachments: Letter Amendment No. 1



May 20, 2019

ATTN: Becky Callis
GLOBAL PAYMENTS DIRECT, INC.
10 Glenlake Parkway Northeast
Atlanta, GA 30328

RE: Contract #17300033 ("Contract"), Letter Amendment #1
City of College Station General Service Contract

Dear Ms. Callis,

The City of College Station ("City") and you, acting on behalf of Global Payments Direct, Inc. ("Global") would like to amend the above-referenced Contract to increase the maximum expenditure due to an unanticipated increase in the volume of credit card transactions.

Both the City and Global mutually agree that Section 1.1 of the Contract be amended to read in its entirety as follows:

1.1 Consideration. In consideration for the services performed in the Scope of Services and Contractor's completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed One Million Three Hundred Thousand Dollars and No Cents (\$1,300,000.00) for each year this Contract is in effect.

Both parties agree that all other terms and conditions as set forth in the Contract remain unchanged.

By signature below the parties indicate their written mutual acceptance of this amendment in accordance with the terms of the Contract.

In order to assist in processing, we ask that you sign this Letter Amendment #1 and ship duplicate originals to the following address:

City of College Station
Purchasing Division
310 Krenek Tap Road
College Station, TX 77840

Sincerely,

Lisa D. Davis, CPM
Purchasing Manager

LETTER AMENDMENT #1 ACCEPTANCE
Contract #17300033

CITY OF COLLEGE STATION, TEXAS

Bryan Woods, City Manager

Date: _____

ACCEPTED AND APPROVED:

GLOBAL PAYMENTS DIRECT, INC.

By:  _____

Name: DAVID L. GREEN

Title: Corporate Secretary

Date: 5/21/2019

KW

June 13, 2019
Consent Agenda
Merchant Card/Credit Card Payment Processing Services

To: Bryan Woods, City Manager

From: Mary Ellen Leonard, Finance Director

Agenda Caption: Presentation, discussion, and possible action to ratify and approve the provision of services by Global Payments Direct, Inc. for Merchant Card and Credit Card Payment Processing Services by: a) Ratifying additional funding in the amount of \$285,000 for the second year of the contract ending May 31, 2019; and b) Approving Amendment No. 1 to allow for a total estimated annual expenditure amount of \$1,300,000.

Relationship to Strategic Goals: Core Services and Infrastructure

Recommendation(s): Staff respectfully recommends approving the ratification of additional funds totaling \$285,000 and approving Amendment No. 1 to adjust the estimated annual contract amount for subsequent years to \$1,300,000.

Summary: May 11, 2017, City Council approved a service agreement with Global Payments Direct, Inc. to provide merchant card and credit card payment processing services to the City for an estimated annual expenditure amount of \$850,000. The contract provides for an initial three (3) year term with two (2) additional one (1) year renewal options. The annual expenditure amount was based on a contracted per-transaction rate and an estimated volume of transactions. Additional funds for the second year of contract and an amendment to formally adjust the annual estimated expenditure amount to \$1,300,000 are necessary due to an exponential increase in the number of transactions since the inception of the contract resulting from an increase in population and the citizen's high demand for the ability to pay for fees and services electronically via credit/debit card. The following departments accept various credit/debit cards as a method of payment: Utility Customer Service, Municipal Court, Police, Parks, Accounting, Planning & Development, Northgate Garage and Northgate street meters. Fees associated with utility collections are built into the utility rates currently charged which accounts for 85% of all City credit/debit fees. At Municipal Court, convenience fees are applied to fines and fees paid using debit/credit cards as many fees collected are passed through to other agencies. The remainder of the City departments absorb the banking and service fees related to accepting debit/credit cards.

Budget & Financial Summary: Banking and service fees associated with the acceptance of credit cards as a method of payment are charged to each department that accepts Visa, MasterCard and Discover.

Reviewed and Approved by Legal: Yes

Attachments: Letter Amendment No. 1

Legislation Details (With Text)

File #:	19-0284	Version:	1	Name:	Annual Utility Cut Paving Contract
Type:	Renewal	Status:		Status:	Consent Agenda
File created:	5/27/2019	In control:		In control:	City Council Regular
On agenda:	6/13/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action regarding the renewal of an annual contract to Larry Young Paving for the repaving of utility cuts as needed for an amount not to exceed \$100,000.				
Sponsors:	Pete Caler				
Indexes:					
Code sections:					
Attachments:	17300379R2 Larry Young Paving Renewal ltr 2 signed				

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

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: On Wednesday, April 12, 2017 bids were opened for the annual repaving of utility cuts on city streets as needed. Two bids were received, one by Larry Young Paving in the amount of \$250.00 per ton. The second bid received by Lone Star Paving was for \$1,875.00 per ton. Based on the bids received, Larry Young Paving was the lowest responsible bidder. The contract will be for a maximum of 400 tons annually, for a maximum amount of \$100,000.00 annually.

This is the last of two possible renewal terms.

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

Attachments:

1. Contract on file in the City Secretary's office
2. Renewal letter



May 10, 2019

ATTN: Mr. Larry Young
Larry Young Paving, Inc
PO Box 11779
College Station, TX 77842

RE: Renewal #2 – RFP 17-041, Contract 17300379
Annual Utility Cuts on City Streets as Needed

Dear Mr. Young,

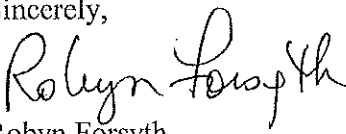
The City of College Station appreciates the services provided by Larry Young Paving, Inc. this past year. We would like to exercise our option to renew the above referenced agreement for the term of June 14, 2019 through June 13, 2020 (allowing for City Council approval of the contract renewal).

If this meets with your company's approval, we will extend our current contract until June 30, 2019, allowing the execution of the renewal to be complete.

Please complete the attached contract renewal agreement and return it via e-mail to rforsyth@cstx.gov. *Please follow up by mailing 3 original signed copies, no later than Friday, May 17, 2019, to my attention at the following address:*

City of College Station
Purchasing Division
PO Box 9960
College Station, TX 77842

Sincerely,


Robyn Forsyth
Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov



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

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RENEWAL ACCEPTANCE

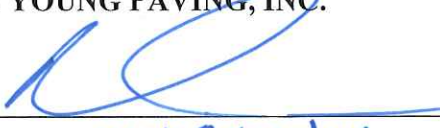
By signing herewith, I acknowledge and agree to renew Bid 17-041, Contract 17300379 Utility Annual Cuts on City Streets as needed, in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed \$100,000 and 00/100 Dollars (\$100,000.00).

Line Item Pricing: \$250.00/ Ton
Repaving asphalt paving for utility Cuts
(Including all labor, equipment, materials and
traffic control)

I understand this renewal term will be for the period beginning June 14, 2019 through June 13, 2020. This is the second and last of two possible renewals.

LARRY YOUNG PAVING, INC.

CITY OF COLLEGE STATION

By: 
Printed Name: mark Schindler
Title: proj mgr
Date: 5-10-19

By: _____
City Manager
Date: _____

Assistant City Manager/CFO
Date: _____



Legislation Details (With Text)

File #:	19-0285	Version:	1	Name:	One Inch Asphalt Overlay Contract
Type:	Renewal	Status:		Status:	Consent Agenda
File created:	5/27/2019	In control:		In control:	City Council Regular
On agenda:	6/13/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action regarding the approval of the first renewal of a contract with Brazos Paving, Inc. for the installation of one inch overlay with specialty mix as needed for an amount not to exceed \$432,000.				
Sponsors:	Pete Caler				
Indexes:					
Code sections:					
Attachments:	Hot Mix Overlay renewal signed				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action regarding the approval of the first renewal of a contract with Brazos Paving, Inc. for the installation of one inch overlay with specialty mix as needed for an amount not to exceed \$432,000.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: On April 27, 2018 the City of College Station and Brazos County went out for a joint bid for the installation of one inch overlay with specialty mix as needed. The lowest responsible bidder was Brazos Paving, Inc. The City of College Station recommended award to Brazos Paving, Inc. for an amount not to exceed \$432,000.00. This renewal term is for the period beginning June 28, 2019 through June 27, 2020. This is the first of two possible renewals.

Budget & Financial Summary: Funds are available in the Street Maintenance budget.

Attachments:

1. Contract is on file in the City Secretary's office
2. Renewal letter



May 13, 2019

ATTN: Mr. Martin Jackson
Brazos Paving Inc.
PO Box 714
Bryan, TX 77806

RE: Renewal #1– Contract 18300554
Hot Mix Asphalt Delivery / Install as Needed

Dear Mr. Jackson,

The City of College Station appreciates the services provided by Brazos Paving Inc. this past year for TOM-C PG76-22 Hot Mix Asphalt in cooperation with Brazos County Joint Bid#18-121.

We would like to exercise our option to renew the above referenced agreement for the term of June 28, 2019 through June 27 2020 (allowing for City Council approval of the contract renewal), for the amount not to exceed Four Hundred Thirty Two Thousand and 00/ Dollars (\$432,000).

Please complete the attached contract renewal agreement and return it via e-mail to rforsyth@cstx.gov. ***Please follow up by mailing 3 original signed copies, no later than Friday, 24, 2019, to my attention at the following address:***

City of College Station
Purchasing Division
PO Box 9960
College Station, TX 77842

Sincerely,


Robyn Forsyth
Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

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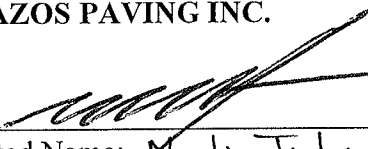
RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Brazos County Joint Bid #18-121, Contract 18300554, for Tom-C PG 76-22 Hot Mix Asphalt as needed, in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed \$432,000 and 00/100 Dollars (\$432,000.00).

Line Item Pricing: \$108.00/ Ton
Delivery and Installation of Tom-C PG 76-22 Hot Mix Asphalt
As needed

I understand this renewal term will be for the period beginning June 28, 2019 through June 27, 2020. This is the first of two possible renewals.

BRAZOS PAVING INC.

By: 
Printed Name: Martin Jackson
Title: President
Date: 5/14/19

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

Assistant City Manager/CFO
Date: _____



Legislation Details (With Text)

File #:	19-0286	Version:	1	Name:	TAMU Game Day Traffic Control Contract
Type:	Contract	Status:		Status:	Consent Agenda
File created:	5/27/2019	In control:		In control:	City Council Regular
On agenda:	6/13/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action on an annual contract not-to-exceed \$101,640 with Buyers Barricades Houston, LLC for the 2019 TAMU football post game day traffic control.				
Sponsors:	Troy Rother				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action on an annual contract not-to-exceed \$101,640 with Buyers Barricades Houston, LLC for the 2019 TAMU football post game day traffic control.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: After each Texas A&M University home football game, the Public Works Department for the City of College Station manages several different operations to dramatically improve mobility along the roadway network. One of these operations is the supervision of a contractor deploying traffic control devices which close some roadway access points and/or increase roadway capacities.

Buyers Barricades Houston is a BuyBoard contractor for the sale and installation of Highway Safety and Traffic Control Products under (Contract 534-17). BuyBoard is a purchasing cooperative for public agencies. All products and services available for purchase through BuyBoard contracts have been competitively bid and awarded and satisfy any State law requirements relating to competitive bids or proposals.

Budget & Financial Summary: Budget for the purchase and deployment of the traffic control devices needed after each TAMU football game has been included in the FY19 budget and in the proposed FY20 budget. An Interlocal Agreement with Texas A&M will be on a future Council agenda which will reimburse the City for half of the deployment costs.

Attachments:

1. Contract on file in the City Secretary's office

Legislation Details (With Text)

File #:	19-0300	Version:	1	Name:	Public Hearing and Consideration of Budget Amendment #2
Type:	Presentation	Status:			Agenda Ready
File created:	6/4/2019	In control:			City Council Regular
On agenda:	6/13/2019	Final action:			
Title:	Public Hearing, presentation, discussion, and possible action on Budget Amendment #2 amending Ordinance No. 4048 which will amend the budget for the 2018-2019 Fiscal Year in the amount of \$2,233,750.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	FY19 BA #2 -Detail List FY19 Budget Amendment #2 Ordinance FY19 Budget Amendment #2 Cover Sheet				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, discussion, and possible action on Budget Amendment #2 amending Ordinance No. 4048 which will amend the budget for the 2018-2019 Fiscal Year in the amount of \$2,233,750.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends the City Council approve Budget Amendment #2.

Summary: The proposed budget amendment is to increase the FY19 budget appropriations by \$2,233,750. The charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover increased expenditures and after holding a public hearing on such budget amendment. Attached is a summary with a description of the items included on the proposed budget amendment.

Budget & Financial Summary: The City has resources or can reasonably expect resources to cover the appropriations in this budget amendment. The attached summary has the complete description of the items included on the proposed budget amendment. If approved, the net revised budget appropriations will be \$376,237,258.

Reviewed and Approved by Legal: Yes

Attachments:

1. FY19 Budget Amendment #2 Detail Listing
2. Ordinance

1. Attenuator Truck purchase - \$150,000 Solid Waste Fund (Budget Amendment)

Public Works Department developed proposals to increase the safety of all its' right-of-way employees. An attenuator truck will reduce the damage to structures, vehicles, and motorists resulting from a motor vehicle collision. The Truck cost was \$150,000 that was funded from the existing Solid Waste Fund Balance.

2. Solid Waste Fund two additional drivers – \$39,562 (Budget Amendment) & 2.0 FTE

To improve safety and customer services, the Solid Waste Fund is needing two additional Full-Time Equivalent (FTE) Equipment Operators. One (1.0) FTE will be assisting in Residential Collections and one (1.0) FTE will be assisting in Commercial Collections. The requested amendment will cover an estimated five months of salary and benefits. The positions have been forecasted and will be included in the FY20 Proposed Budget.

3. Parkland Dedication Funds - \$1,037,188 (Budget Amendment)

When the FY19 budget was developed, the amounts budgeted in the Park Land Dedication Funds corresponded to the balances in the Funds at that time. Of the additional amount that needs to be appropriated, \$599,246 was collected in FY18 after May 24, 2018 when the FY19 budget was developed and \$474,154 has been collected thus far in FY19 that would also need to be appropriated. This budget amendment item is to appropriate all funds collected since May 24, 2018 in the correct Park Land Dedication Funds Zone in order to expend those contributions.

4. Additional Assistant to the City Manager position – 1.0 FTE -(Budget Amendment)

An additional Special Assistant to the CMO position has been added to the CMO office with a base salary of \$63,000. This amendment is to add an FTE to the City Manager's budget, however, no additional dollars are required for the FY19 budget as current salary savings will cover the new position. This position has been forecasted and will be included in the FY20 Proposed Budget.

5. Medical Claims – \$1,000,000 (Budget Amendment)

Claims and claims administration incurred for FY19 is currently higher-than-expected budgeted and has not been offset by Stop Loss. In order to continue to pay claims from the available fund balance, the budget needs to be increased.

6. Waterline to be installed at Aggie Field Of Honor – \$7,000 (Budget Amendment)

In order for the Jewish section within the Aggie Field of Honor to be an appropriate burial location for people of the Jewish faith, a wash basin is needed just inside the fence. This water line will feed the basin. To be funded using Memorial Cemetery Endowment Funds.

ORDINANCE NO. _____

AN ORDINANCE (BUDGET AMENDMENT #2) AMENDING ORDINANCE NO. 2018-4048 WHICH WILL AMEND THE BUDGET FOR THE 2018-2019 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, on September 27, 2018, the City Council of the City of College Station, Texas, adopted Ordinance No. 2018-4048 approving its Budget for the 2018-2019 Fiscal Year; and

WHEREAS, this amendment was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the College Station City Charter, after notice of said hearing having been first duly given; now, therefore,

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

PART 1: That Ordinance No. 2018-4048 is hereby amended by amending the 2018-2019 Budget adopted thereto by a net amount of \$2,233,750 as further detailed in Exhibit A attached hereto and incorporated herein for all purposes.

PART 2: That this Budget Amendment #2 shall be attached to and made a part of the 2018-2019 Budget.

PART 3: That except as amended hereby, Ordinance No, 2018-4048 shall remain in effect in accordance with its terms.

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

PASSED and APPROVED this _____ day of _____ 2019.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

June 13, 2019
Regular Agenda
Public Hearing and Consideration of Budget Amendment #2

To: Bryan Woods, City Manager

From: Mary Ellen Leonard, Director of Fiscal Services

Agenda Caption: Public Hearing, presentation, discussion, and possible action on Budget Amendment #1 amending Ordinance No. 4048 which will amend the budget for the 2018-2019 Fiscal Year in the amount of \$2,233,750.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends the City Council approve Budget Amendment #2.

Summary: The proposed budget amendment is to increase the FY19 budget appropriations by \$2,233,750. The charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover increased expenditures and after holding a public hearing on such budget amendment. Attached is a summary with a description of the items included on the proposed budget amendment.

Budget & Financial Summary: The City has resources or can reasonably expect resources to cover the appropriations in this budget amendment. The attached summary has the complete description of the items included on the proposed budget amendment. If approved, the net revised budget appropriations will be \$376,237,258.

Reviewed and Approved by Legal: Yes

Attachments:

1. FY19 Budget Amendment #2 Detail Listing
2. Ordinance

Legislation Details (With Text)

File #:	19-0310	Version:	1	Name:	Building Permit Fee Ord and Res Amend
Type:	Ordinance	Status:		Status:	Agenda Ready
File created:	6/6/2019	In control:		In control:	City Council Regular
On agenda:	6/13/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action on an ordinance amending Chapter 2, "Administration," Article V, "Finance," Division 2 "Fees, Rates, and Charges" Section 2-122 of the Code of Ordinances related to building permit fees and presentation, discussion, and possible action on a resolution establishing the fees, rates, and charges as authorized in Chapter 2 "Administration", Art. V. "Finance", Div. 2 Fees, Rates, and Charges" of the Code of Ordinances and repealing previous fees, rates, and charges resolutions.				
Sponsors:	Brian Binford				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action on an ordinance amending Chapter 2, "Administration," Article V, "Finance," Division 2 "Fees, Rates, and Charges" Section 2-122 of the Code of Ordinances related to building permit fees and presentation, discussion, and possible action on a resolution establishing the fees, rates, and charges as authorized in Chapter 2 "Administration", Art. V. "Finance", Div. 2 Fees, Rates, and Charges" of the Code of Ordinances and repealing previous fees, rates, and charges resolutions.

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City

Recommendation(s): Staff recommends City Council approve the resolution adopting amended Fees, Rates and Charges related to Building Permit fees in compliance with applicable State law.

Summary: All fees, rates and charges in the Code of Ordinances are adopted by resolution of the City Council as provided in Sec. 2-117 of the Code of Ordinances. While the attached resolution includes all City fees, rates and charges, only those related to Building Permits have been amended.

On May 21, 2019, H.B. 852 was signed by the Governor and is effective immediately. H.B. 852 prohibits cities from calculating residential building permit fees based on valuation. Specifically, the bill provides that: (1) in determining the amount of a building permit or inspection fee required in connection with the construction or improvement of a residential dwelling, a city may not consider:

- (a) the value of the dwelling; or
- (b) the cost of constructing or improving the dwelling.

College Station, along with numerous municipalities throughout the State, uses a valuation-based building permit fee structure. The proposed fee resolution includes amendments to the Building Permit fees to both

align with the new State law and with the City's policy of full fee support for the costs of permitted services.

Budget & Financial Summary: Combined Commercial and Residential Permit revenue history can be found in appendix D-1 of the FY18-19 budget document. Information related to projected revenues based on historic permitting numbers and valuations will be available to the City Council during the presentation of this item.

Attachments:

1. On file in the City Secretary's Office

Legislation Details (With Text)

File #:	19-0277	Version:	2	Name:	University Park Rezoning
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	5/23/2019	In control:		In control:	City Council Regular
On agenda:	6/13/2019	Final action:		Final action:	
Title:	Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4, Zoning Districts," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from O Office with OV Corridor Overlay to GC General Commercial with OV Corridor Overlay for approximately 3 acres being University Park Section II Block T Lot 15A, generally located at 1101 University Drive East, 1103 University Drive East, and 1105 University Drive East.				
Sponsors:	Jade Broadnax				
Indexes:					
Code sections:					
Attachments:	Ordinance Background Information Vicinity Map, Aerial, and Small Area Map Applicant's Supporting Information Rezoning Map Rezoning Exhibit				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4, Zoning Districts," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from O Office with OV Corridor Overlay to GC General Commercial with OV Corridor Overlay for approximately 3 acres being University Park Section II Block T Lot 15A, generally located at 1101 University Drive East, 1103 University Drive East, and 1105 University Drive East.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission will consider this item at their June 6, 2019, meeting. A written Final Report will be provided to the Council with this item. Staff recommends approval of the request.

Summary: The applicant is requesting to rezone the subject property from O Office with OV Corridor Overlay to GC General Commercial with OV Corridor Overlay. The change in zoning will allow for a wider range of uses in the existing development while retaining the supplemental setback, sign, and building color standards established with the OV Corridor Overlay district. The rezoning request does not include a 1500 square foot lot in the middle of the subject property that is separately owned and used as a utility.

REZONING REVIEW CRITERIA

1. **Whether the proposal is consistent with the Comprehensive Plan:** The subject property is designated on the Comprehensive Plan Future Land Use and Character Map as General Commercial. General Commercial is intended for concentrations of commercial activities that cater to both nearby residents and to the larger community or region. The property is located on University Drive East, which serves as a primary image corridor, and maintaining the OV Corridor Overlay helps provide a consistent image through unified setback, sign, and building color standards along the overlay district boundary. The proposed rezoning to GC General Commercial with OV Corridor Overlay on the subject property is consistent with the Comprehensive Plan.
2. **Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:** The GC General Commercial zoning district permits a variety of land uses including restaurants (including drive-thru restaurants), hotels, offices, and retail sales - all of which are existing uses in the surrounding area. Surrounding the subject property is a series of offices, retail sales establishments, multiple hotels, and a bank. Consistent with the requested GC General Commercial zoning, the majority of University Drive East from Highway 6 to Tarrow Street is zoned GC General Commercial, with low density multifamily developments and single family subdivisions located adjacent to this corridor.

There is also both single-family and multi-family development near the subject property. The larger area to the north spanning from Spring Loop to the corporate boundary is zoned R-4 Low Density Multifamily, which encompasses townhomes and various styles of low density multifamily including duplexes, triplexes, and fourplexes.

The property is currently occupied by nine office tenants in a total of three buildings. Past vacancy rates have fluctuated, although all spaces are currently occupied. The parking calculations approved with the original site plan are able to support more intense uses, and are meeting current Unified Development Ordinance (UDO) shopping center parking standards. Current UDO standards do not require a landscape buffer between office and multifamily uses, however a ten-foot buffer with a fence is required between commercial and multifamily uses. If a total site redevelopment is proposed following the rezoning, a buffer would be required at that time.

The OV Corridor Overlay district exists to protect the image of key corridors by requiring supplemental standards for specific site improvements such as setback, sign, and building color standards. The OV Corridor Overlay district does not permit or prohibit specific land uses, with the exception of some vehicular repair and service. The request to rezone the property to GC with OV is contextually appropriate for the area in regards to land use.

3. **Whether the property to be rezoned is physically suitable for the proposed zoning district:** The proposed rezoning encompasses Lot 15A, which meets the dimensional standards of the proposed GC General Commercial zoning district. The property is developed with one office building fronting on University Drive and two buildings at the back of the lot. Lot 15A is roughly 3 acres and surrounds the existing, platted 0.17-acre Lot 15B on its interior. Lot 15B is owned separately by Atmos Energy/Mid-Tex Division, and is home to an existing, inactive transfer station and multiple easements housing active, intrastate pipeline. Restricted access is taken into the Atmos transfer station through a private driveway. While the Atmos property and easements on site present some development limitation, the site is physically suitable for the proposed GC General Commercial with OV Corridor Overlay zoning.
4. **Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:** The existing development is currently served by College Station water and wastewater. There are existing water and sewer lines to serve the property. At the current time there is adequate water and sanitary sewer capacity in these lines to accommodate the proposed rezoning. On-site detention was provided with the original site plan approved in 2000, and drainage and other public infrastructure is existing on site. The subject

property will continue to take access through an existing driveway to University Drive East, and in addition has a secondary access point to University Dr. through a parking and access easement with the adjoining property to the west. A Traffic Impact Analysis (TIA) was not required for review as part of the rezoning request. The site is suitable for the uses permitted by the proposed zoning district.

5. **The marketability of the property:** Changing the zoning for Lot 15A from O Office with OV Corridor Overlay to GC General Commercial with OV Corridor Overlay alters the allowed uses and the development requirements for non-residential development while retaining the supplemental setback, sign, and building color standards established with the Corridor Overlay district. Being located along University Drive East, the property is situated along a corridor which has been established for providing regionally significant commercial activity. The proposed rezoning would allow for increased marketability by permitting land uses with more intensive development activity. The applicant has expressed that the limited land uses permitted by right in the O Office zoning district have reduced the potential for marketability, and the rezoning to GC General Commercial will allow the applicant to market to a wider array of potential tenants.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Background Information
3. Vicinity, Aerial, and Small Area Map
4. Applicant's Supporting Information
5. Rezoning Map
6. Rezoning Exhibit

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM O OFFICE WITH OV CORRIDOR OVERLAY TO GC GENERAL COMMERCIAL WITH OV CORRIDOR OVERLAY AFFECTING APPROXIMATELY 3.05 ACRES BEING ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN UNIVERSITY PARK SECTION II SUBDIVISION, BLOCK T, LOT 15A RECORDED IN VOLUME 4357, PAGE 197 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS; 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 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, be amended as set out in **Exhibit “A”** and **Exhibit “B,”** attached hereto and made a part of this Ordinance for all purposes.

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

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

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

PASSED, ADOPTED, and APPROVED this 13th day of June, 2019.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That 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, is hereby amended to read as follows:

The following property is rezoned from O Office with OV Corridor Overlay to GC General Commercial with OV Corridor Overlay: **UNIVERSITY PARK SECTION II SUBDIVISION PHASE 13C, BLOCK T, LOT 15A**

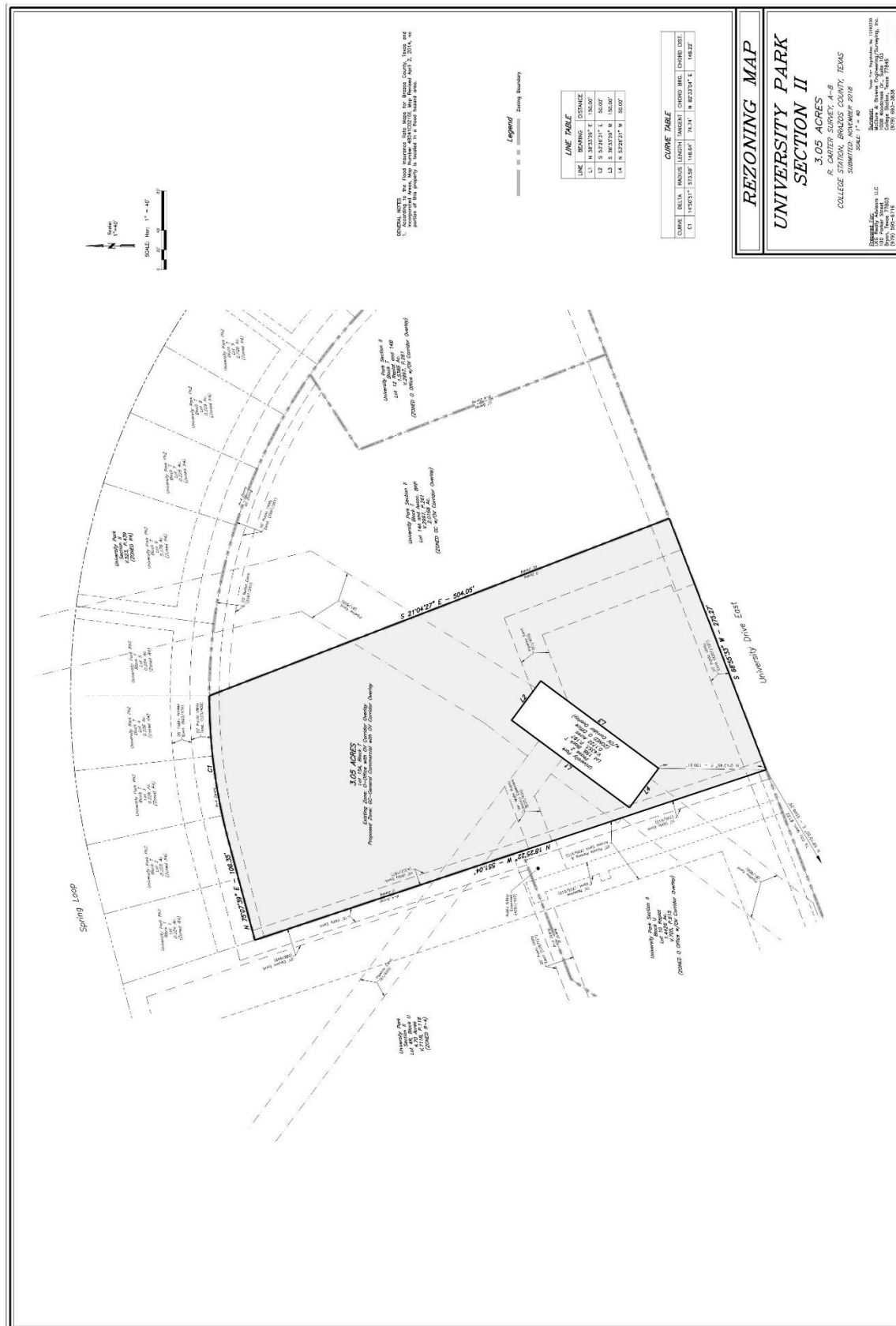
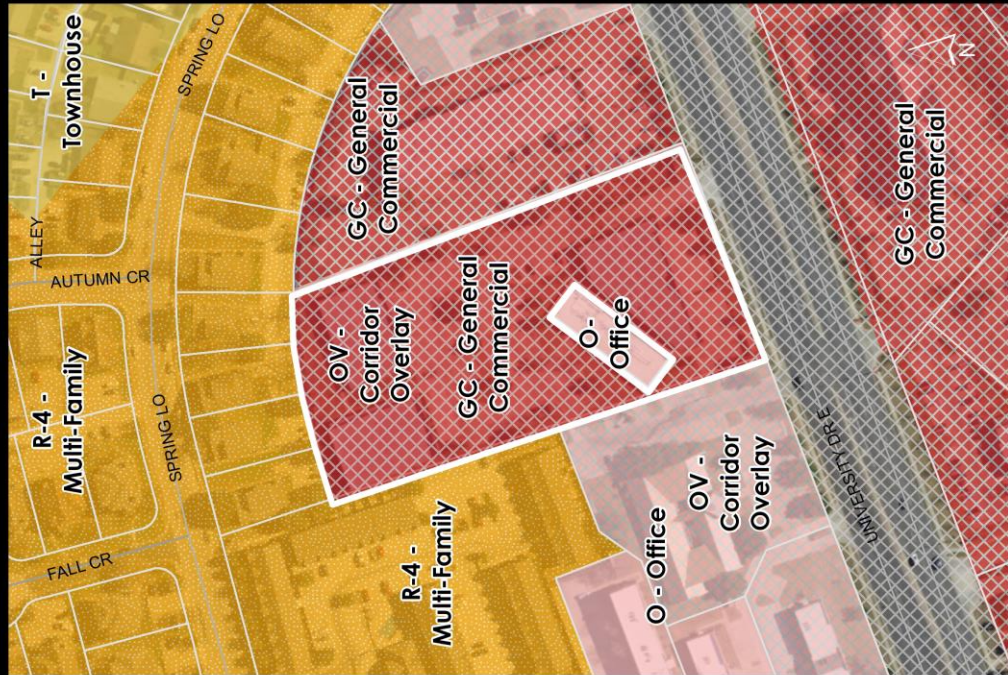
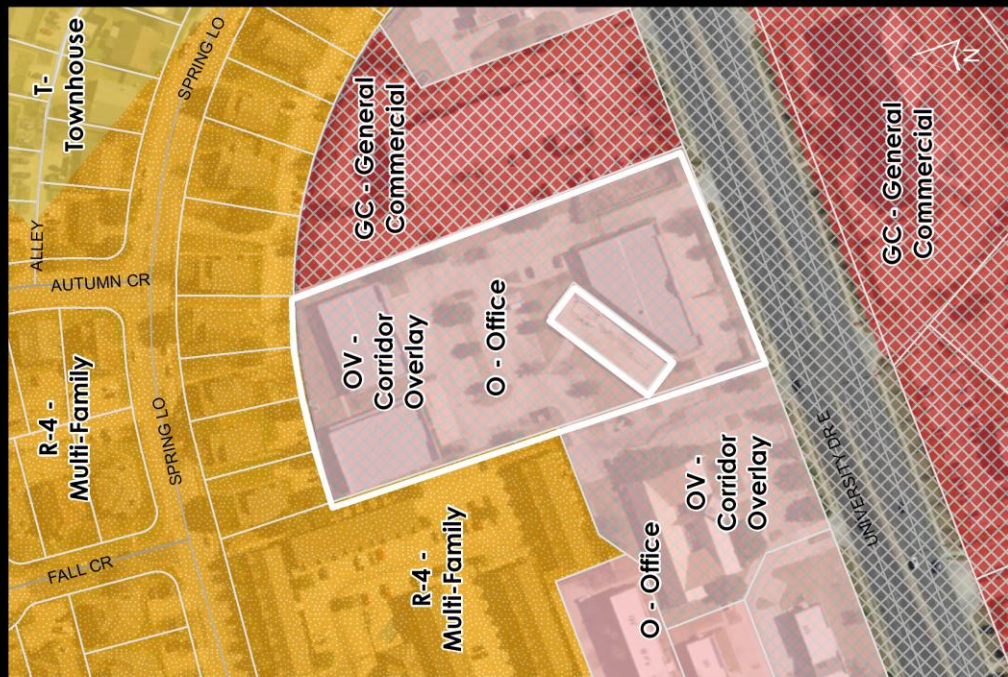


Exhibit B

PROPOSED
Zoning



EXISTING
Zoning



BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: June 6, 2019
Advertised Council Hearing Dates: June 13, 2019

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:
None

Property owner notices mailed: 19
Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Urban	R-4 Low Density Multifamily	Multifamily
South (Across University Drive East)	General Commercial	General Commercial	Commercial - Hotel
East	General Commercial	General Commercial with OV Corridor Overlay	Commercial – Hotel
West	General Commercial	Office with OV Corridor Overlay	Office

DEVELOPMENT HISTORY

Annexation: 1956

Zoning: R-1 Single-Family Residential (1956)
R-1 Single-Family Residential to R-4 Low Density Multifamily (1984)
R-4 Low Density Multifamily to R-4 Low Density Multifamily with OV Corridor Overlay (1992)
R-4 Low Density Multifamily with OV Corridor Overlay to A-P Administrative Professional with OV Corridor Overlay (2001)
A-P Administrative Professional renamed to O Office (2012)

Final Plat: University Park Section II Subdivision Block T Lot 15 (2001)

Site development: Office

VICINITY MAP



REZ2018-000019
UNIVERSITY PARK PH 2

HARVEY ROAD

WILLIAM DETROIT PARKWAY

WELLBORN ROAD

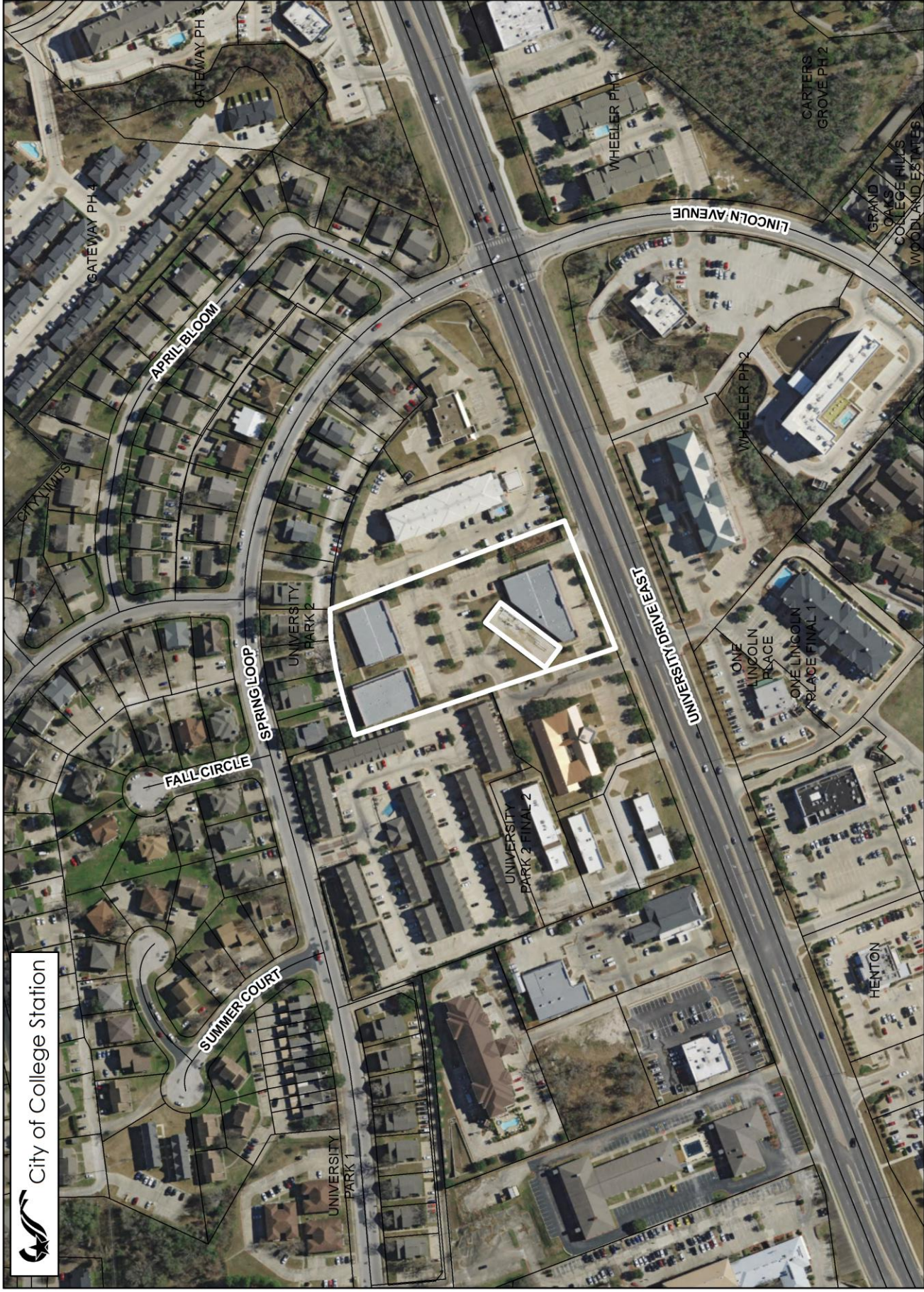
THOUSANDS



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



City of College Station



0 250 500 Feet

UNIVERSITY PARK PH 2

Case:
REZ2018-000019

REZONING

THIS APPLICATION NOT REQUIRED IF APPLYING ELECTRONICALLY



FOR OFFICE USE ONLY

CASE NO.: _____

DATE SUBMITTED: _____

TIME: _____

STAFF: _____

**ZONING MAP AMENDMENT (REZONING) APPLICATION
GENERAL**

MINIMUM SUBMITTAL REQUIREMENTS:

- ☒ Rezoning Application Fee. (Refer to the Planning and Development Fee Schedule for all applicable fees)
- ☒ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☒ Traffic Impact Analysis or calculations of projected vehicle trips showing that a TIA is not necessary for the proposed request.
- ☒ Copy of a fully dimensioned map
 - a. Land affected
 - b. Legal description of area of proposed change;
 - c. Present zoning
 - d. Zoning classification of all abutting land
 - e. All public and private rights-of-way and easements bounding and intersecting subject land.
- ☒ Written legal description of subject property (metes & bounds or lot & block of subdivision, whichever is applicable).

NOTE: If a petition for rezoning is denied by the City Council, another application for rezoning shall not be filed within a period of 180 days from the date of denial, except with permission of the Planning & Zoning Commission.

Date of Optional Preapplication Conference _____

NAME OF PROJECT University Park Re-Zoning

ADDRESS 1101-1105 University Drive East

LEGAL DESCRIPTION (Lot, Block, Subdivision) Lot 15A, Block T University Park Phase 2

GENERAL LOCATION OF PROPERTY, IF NOT PLATTED:

TOTAL ACREAGE 3.05

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name UPP CS Land, LLC (Pete Kramer) E-mail pete@lkgra.com

Street Address 100 Parker Street

City Bryan State Tx Zip Code 77803

Phone Number 979-595-6716 Fax Number _____

PROPERTY OWNER'S INFORMATION:

Name Same as Applicant E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____

OTHER CONTACTS (Please specify type of contact, i.e. project manager, potential buyer, local contact, etc.):

Name Jeff Robertson (MBESI) E-mail jeffr@mcclurebrowne.com
Street Address 1008 Woodcreek Dr.
City College Station State Tx Zip Code 77845
Phone Number 979-693-3838 Fax Number _____

This property was conveyed to owner by deed dated _____ and recorded in Volume _____, Page _____ of the Brazos County Official Records.

Existing Zoning O - Office with OV Corridor Overlay Proposed Zoning GC - General Commercial with OV Corridor Overlay

Present Use of Property Office Buildings

Proposed Use of Property Office Buildings

REZONING SUPPORTING INFORMATION

1. List the changed or changing conditions in the area or in the City which make this zone change necessary.

The current Comprehensive Plan calls for this property to be general commercial on the future Land Use Plan. The zoning is intended to adjust the current zoning to comply with the Land Use Plan.

2. Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

It is in accordance with the current Comprehensive Plan.

3. How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The properties along University Drive that are adjacent to this tract are either currently zoned general commercial or are on the future Land Use Plan to be general commercial. This tract will match the neighboring tracts current or future zoning.

4. Explain the suitability of the property for uses permitted by the rezoning district requested.

The tract currently has three office buildings that are occupied by various businesses. There is no immediate change in use anticipated. The property is well suited for the uses allowed by general commercial.

5. Explain the suitability of the property for uses permitted by the current zoning district.

The current zoning is office. The property is currently occupied by business offices.

6. Explain the marketability of the property for uses permitted by the current zoning district.

The office zoning category is limited as compared to the general commercial zoning that is intended for this tract based on the Land Use Plan. Future changes in development could limit this tract based on the uses allowed in the present zoning.

7. List any other reasons to support this zone change.

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true, correct, and complete. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement from the owner. If there is more than one owner, all owners must sign the application or the power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

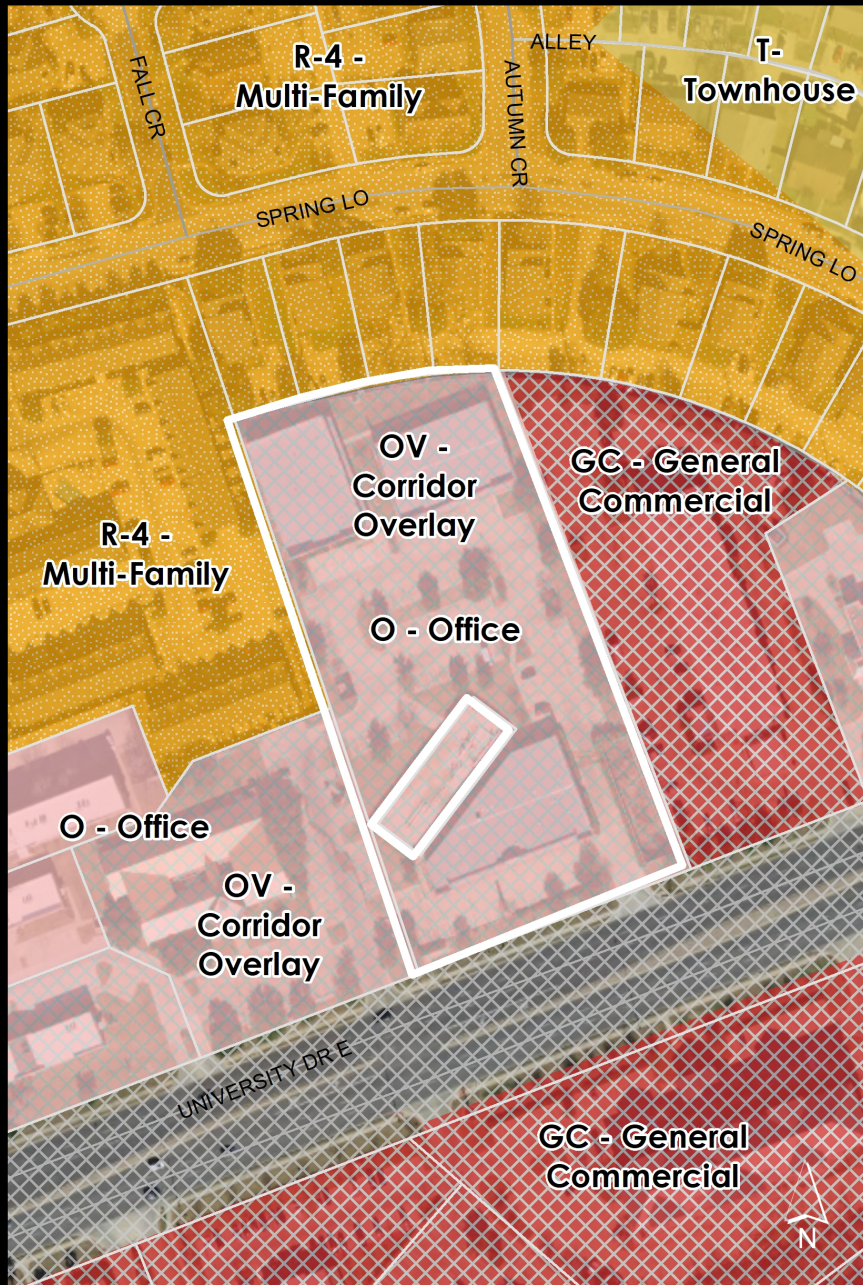
Pete Kramer

Signature and title

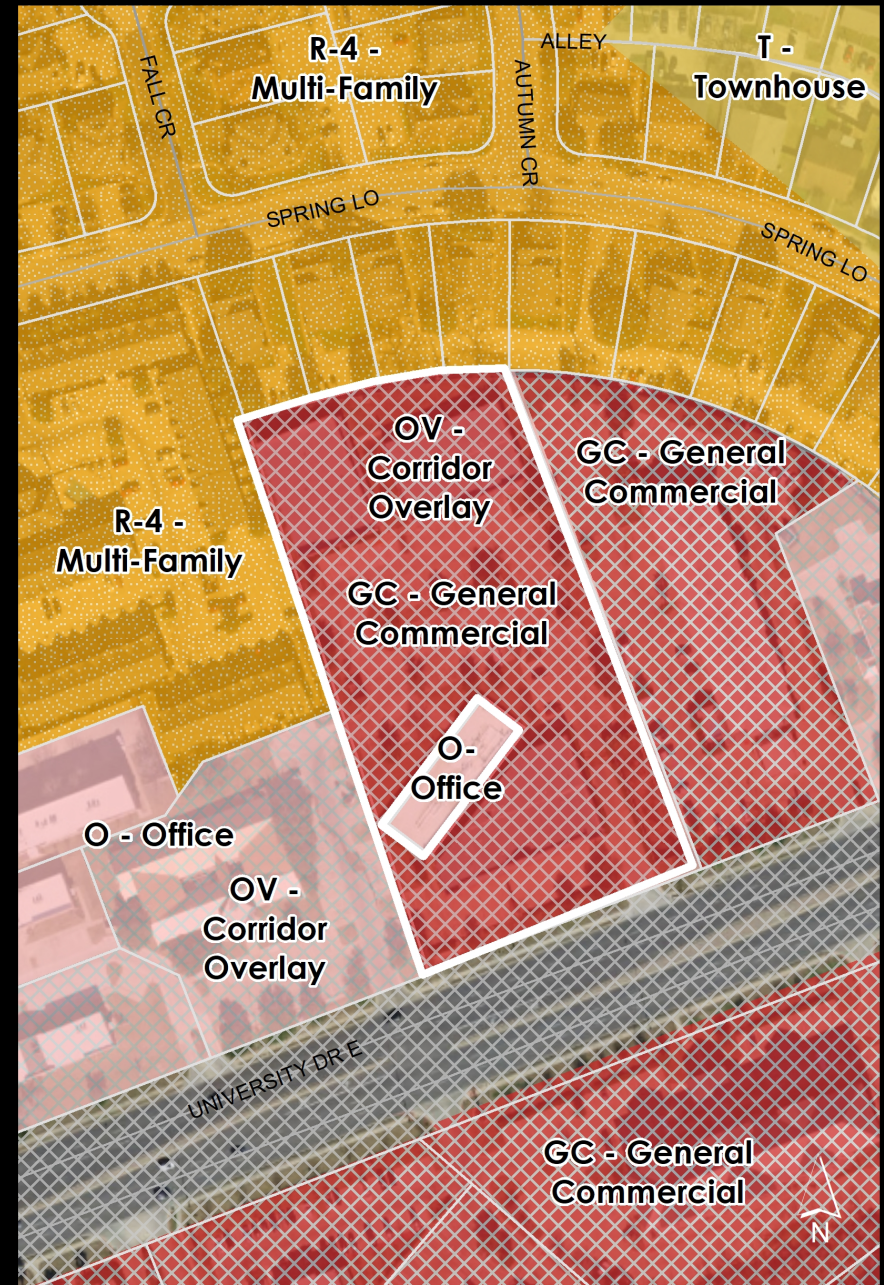
11/9/18

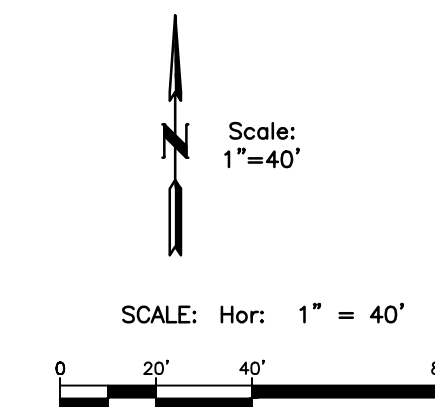
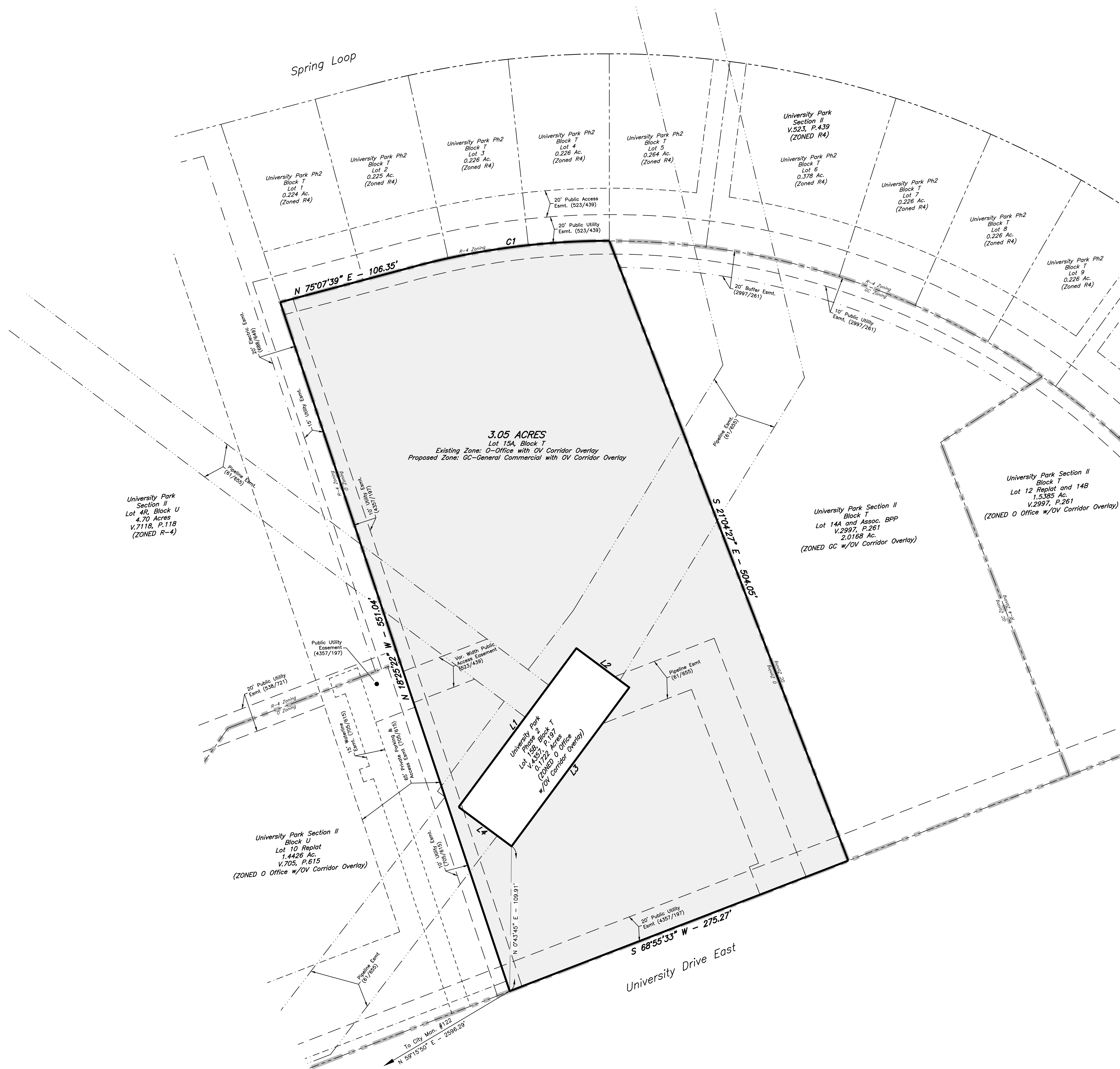
Date

EXISTING Zoning



PROPOSED Zoning





GENERAL NOTES
1. According to the Flood Insurance Rate Maps for Brazos County, Texas and Incorporated Areas, Map Number 48041C0215f, Map Revised April 2, 2014, no portion of this property is located in a flood hazard area.

Legend

— Zoning Boundary

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 36°33'29" E	150.00'
L2	S 53°26'31" E	50.00'
L3	S 36°33'29" W	150.00'
L4	N 53°26'31" W	50.00'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BRG.	CHORD DIST.
C1	14°50'51"	573.59'	148.64'	74.74'	N 82°33'04" E	148.22'

REZONING MAP

UNIVERSITY PARK
SECTION II

3.05 ACRES

R. CARTER SURVEY, A-8

COLLEGE STATION, BRAZOS COUNTY, TEXAS

SUBMITTED: NOVEMBER 2018

SCALE: 1" = 40'

Prepared For:
LKG Realty Advisors LLC
100 Parker Street
Bryan, Texas 77803
(979) 595-6716

Surveyor:
McClure & Browne Engineering/Surveying, Inc.
1008 Woodcreek Dr., Suite 103
College Station, Texas 77845
(979) 693-3838

Texas Firm Registration No. 10103300

Legislation Details (With Text)

File #:	19-0174	Version:	1	Name:	Brazos County ILA for Class C Prisoners
Type:	Agreement	Status:		Status:	Agenda Ready
File created:	4/4/2019	In control:		In control:	City Council Regular
On agenda:	6/13/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action on an Interlocal Agreement with Brazos County for housing City of College Station Class C Misdemeanor prisoners at \$55 per prisoner per day.				
Sponsors:	Charles Fleeger				
Indexes:					
Code sections:					
Attachments:	County-COCS Prisoner ILA 4-4-19 Final				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action on an Interlocal Agreement with Brazos County for housing City of College Station Class C Misdemeanor prisoners at \$55 per prisoner per day.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure

Recommendation(s): Recommend Council receive information and approve ILA authorizing housing of City of College Station Class C Misdemeanor prisoners at their facility.

Summary: The Police Department is in the process of constructing a new police facility that is scheduled to be completed and occupancy begin in early 2020. The new building will not have a holding facility as part of the construction. State Law mandates that the local Sheriff accept and house all arrests from agencies within the county that are a Class B Misdemeanor and above. For the Brazos County Sheriff's Office to accept and house any City of College Station Class C Misdemeanor prisoners this contract has been written and is being submitted.

Budget & Financial Summary: Estimated to cost no more than \$50,000 per fiscal year based on \$55.00/prisoner day.

Attachments:

1 ILA between City of College Station and Brazos County

**INTERLOCAL COOPERATIVE AGREEMENT
PROVIDING FOR THE HOUSING OF PRISONERS FROM
THE CITY OF COLLEGE STATION, TEXAS IN THE BRAZOS COUNTY JAIL**

**THE STATE OF TEXAS §
COUNTY OF BRAZOS §**

THIS INTERLOCAL AGREEMENT (Agreement) is between the City of College Station, a Texas Home Rule Municipal Corporation (City), the County of Brazos (County), a political subdivision of the State of Texas and the Sheriff of Brazos, State of Texas (Sheriff) is made pursuant to the provisions of the Interlocal Cooperation Act, V.T.C.A., Government Code, Chapter 791 which authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested;

WHEREAS, it has been found and determined by the County of Brazos, Texas Commissioners' Court, and by the College Station City Council that utilizing only one jail facility to serve City law enforcement and the County shall result in increased efficiency and economy to County and City citizens;

WHEREAS, the County Jail and its attendant facilities are adequate to serve all law enforcement agencies of the entire County; and

WHEREAS, the County and the City desire to enter into an agreement by which the County will house in its County Jail, and offer care for, City Prisoners of according to the terms and conditions as set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits to the parties herein named, it is agreed as follows:

I. PURPOSE

1.01 The Agreement's purpose is to provide a method whereby City Prisoners are transported directly to the County Jail for confinement coordinate booking and dentition and for the expenses for feeding care, housing and upkeep of City Prisoners.

II. TERM AND TERMINATION

2.01 Term. This Agreement commences on the Effective Date. The initial Agreement term is for one (1) year. After the initial term the Agreement will automatically renew for successive one (1) year terms, unless either party terminates.

2.02 Termination. The County may terminate this Agreement by giving the City at least ninety (90) days advanced written notice to the City Manager and Chief of Police. The City may terminate this Agreement by giving the County ninety (90) days advanced written notice to the County Judge. Such notice of termination notices must be sent by certified mail return receipt requested.

III. DEFINITIONS

3.01 City Prisoner means **(a)** a person arrested by a law enforcement officer either with or without a warrant for a Class C Misdemeanor filed in the City Municipal Court or any other person held solely at the request of City law enforcement and held in the County Jail before the issuance of a jail commitment order by a magistrate, or **(b)** a person arrested solely for violating of a City Ordinance or held on City convictions.

3.02 County Jail means The Brazos County Detention Center operated by the Sheriff located at 1835 Sandy Point Road, Bryan, Texas 77807.

3.03 Prisoner Day means the day of admission and any subsequent day beginning at 12:00 midnight when the prisoner is incarcerated longer than four (4) hours.

3.04 State Prisoner means a person arrested by a law enforcement officer either with or without a warrant for a Class A or B Misdemeanor or any Felony offense violating a state statute and held in the County jail after the issuance of a jail commitment order by a magistrate.

IV. PROVISION OF JAIL SPACE

4.01 The Sheriff agrees to accept the custody of any City Prisoner delivered at the County Jail by the City provided the prisoner does not require immediate medical attention before booking.

4.02 The Sheriff accepts City Prisoners who have an injury or illness after the City has obtained initial medical treatment for such prisoners, a fit for incarceration from a doctor or when a prisoner has refused medical treatment from a doctor, unless incarceration poses a significant health risk to the City Prisoner or others. The arresting officer before booking shall, furnish the Sheriff with reports showing any medical treatment, or that treatment was offered and refused by the City Prisoner. Further medical attention provisions are in Section VIII herein.

4.03 If applicable, the Sheriff agrees to give preference and priority accepting the City Prisoners pursuant to the County's agreements with various other political subdivisions of the State regarding housing their inmates.

V. LIABILITY FOR EXPENSES

5.01 The County is liable for all expenses incurred while providing the safekeeping of prisoners confined in the County Jail pursuant to this Agreement and their personal effects, except as otherwise provided in the Agreement.

VI. PRISONER BOOKING AND DOCUMENT MAINTENANCE

6.01 The City will follow all existing County Jail booking policies and procedures and any changes by the County Sheriff after providing the City written notice of the changes.

6.02 The Sheriff will photograph and fingerprint City Prisoners as is consistent with other County Jail inmates. City Prisoners' photographs and fingerprints must be maintained consistent with other County Jail prisoners. Copies of fingerprints and photographs are available to the City upon request and as available.

6.03 The City assumes responsibility for updating City Prisoner records through the Texas Department of Public Safety Crime Records Service and Federal Bureau of Investigation as is consistent with State and Federal policies. The Sheriff ensures appropriate reporting to State and Federal entities for State prisoners introduced by the City, with copies of "rap" sheets requested on behalf of the City.

6.04 The Sheriff will supply an electronic copy of an arraignment list to the City Municipal Court, Marshals and Police Department reflecting City Prisoners remaining in custody and in need of arraignment on each day by 8:00 a.m. to allow for arraignment scheduling before the City Municipal Court Judge.

6.05 The City must comply with Code Crim. Pro. §17.033 "Release on Bond of Certain Persons Arrested Without a Warrant" by providing the County a written finding of probable cause by a magistrate within twenty four (24) hours of a warrantless arrest. If the City does not provide the County with a written finding of probable cause within twenty four (24) hours of a warrantless arrest then the County shall release the City Prisoner on a ONE HUNDRED DOLLAR AND NO/CENTS (\$100.00) personal recognizance bond. In addition, the City must comply with Code Crim. Pro. §15.17 "Duties of Arresting Officer and Magistrate" by taking a City Prisoner subject to this section before a magistrate within forty-eight (48) hours after a City Prisoner is arrested on a warrant. If the City does not timely magistrate a City Prisoner the County shall release the prisoner on a ONE HUNDRED DOLLAR AND NO/CENTS (\$100.00) personal recognizance bond.

VII. BONDS AND FINES COLLECTION

7.01 The County is not responsible for accepting bonds and payment of fines relating to offenses filed in City's Municipal Court.

VIII. MEDICAL ATTENTION

8.01 If it is obvious that immediate medical or mental health attention is needed by any City Prisoner at the time of arrest, or while still in the custody of the arresting officer, the City is solely responsible for attempting to obtain satisfactory medical attention for such City Prisoner before delivering to the County Jail.

8.02 The Brazos offers all City Prisoners booked into the County Jail the same level of medical treatment received by State Prisoners for routine medical treatment in the County Jail at no additional cost to the City. The City will be advised of any medical problem(s) that a City Prisoner may develop. If a City Prisoner develops a major medical problem, which requires immediate hospitalization or emergency room services, the County Jail physician will stabilize the patient affected to the extent it is practical to do what is necessary for stabilization before transfer to an appropriate medical facility, and the City will be notified. However, if the apparent condition of the patient-prisoner is such that it appears to the health care provider in the County Jail Infirmary to be an emergency and delay could be harmful or possibly life-threatening, immediate hospitalization will be deemed necessary and the transfer to an appropriate medical facility will be immediate. The City will be notified as soon as practical under these circumstances; however, the City's consent for such transfer under these circumstances will be unnecessary and the City will be responsible for the medical services costs incurred by a City prisoner under such circumstances.

8.03 If any major medical problem of a City Prisoner as described in §8.02 is determined to have been caused by the act, omission, or negligence of the County of Brazos, its employees, or its agents, then the County of Brazos is solely responsible for paying any and all medical expenses related to such injury and release the City from any claims related to or arising out of the incident.

8.04 If a City Prisoner requires medical or mental health treatment services not provided by the County Jail or hospitalization for longer than three (3) hours, the City shall provide, at its expense, sufficient and appropriate personnel for prisoner supervision. The City shall provide the Sheriff contact information for the on shift supervisor and an alternate contact. The contact person must be available 24 hours a day to notify the City of the need for medical or mental health treatment services. The City may authorize the release of the City prisoner in lieu of providing security.

IX. RELEASE OF PRISONERS

9.01 City Prisoners are not to be released before serving their fines, including any credits allowed by law without the permission of the City Municipal Court Judge.

X. COSTS

10.01 The City agrees to pay the sum of **FIFTY-FIVE DOLLARS AND NO CENTS (\$55.00)** per prisoner day for each City Prisoner in consideration of which the Sheriff will operate and maintain a County Jail and assuming responsibility for the City Prisoners' incarceration consistent with applicable statutes of the State of Texas and the laws of the United States of America for detention. The Sheriff will send the City a detailed invoice for the previous month. The City will pay any undisputed invoices no later than thirty (30) days after receiving the invoices.

10.02 The City will be billed for each prisoner day from admission until arraignment by a magistrate for State law municipal charges. City ordinance violations shall be billed per Prisoner Day until released by the City Municipal Court Judge.

10.03 Such costs may be audited by the County each August and may be readjusted by either an increase or decrease each year beginning on October 1st, based on the previous year's historical

data on the actual cost of holding prisoners. In any Agreement term the County may not increase the Agreement costs by ten percent (10%) per year.

XI. INSPECTION OF BOOKS AND RECORDS

11.01 The County of Brazos will maintain complete books and records of all City Prisoners. Books and records may be inspected at any time during regular business hours.

11.02 On or before the one-hundred-twentieth (120th) day after the end of the County of Brazos' fiscal year, the County of Brazos will supply, upon written request, the City an annual statement of all applicable bookings received at the Brazos County Jail on behalf of the City of College Station during the preceding fiscal year. Such annual statements shall be prepared in such detail and on such forms as are determined to be mutually satisfactory to the County of Brazos and the City. The City by written notice to the Brazos County Auditor's Office, may request other financial or statistical reports from the County of Brazos from time to time.

11.03 The County will keep available for a period of three (3) fiscal years after each year of operations, the County accounting records for such year and other pertinent information required by the provisions of this Agreement. Such records of account shall be accessible during usual business hours to the City or its duly authorized agents or auditors for the purpose of verifying the information set forth in any annual statement, as described herein, or for the purpose of verifying compliance by the County with the terms of this Agreement.

11.04 Upon written notice at any time within three (3) years after the end of any fiscal year of operations, the City of may cause, without cost to the County, an inspection and audit to be made of the records of the County of Brazos relating to the operations on the City's behalf. Such audit will be made to determine the correctness of the computation of payments made in the annual statement for the preceding year. If, as a result of such inspection and audit, it is established that refunds are due the City, the County shall, upon written notice by the City, pay such refunds within thirty (30) days of such notice and the City will do the same if the computation is reverse.

XII. GENERAL TERMS

12.01 Interlocal Cooperation Act. Each Party to this Agreement is a local government as defined in the Interlocal Cooperation Act. Nothing in this Agreement will be construed as a waiver or relinquishment by either Party of its right to claim such exemptions, privileges, and immunities as may be provided by the Constitution and the Laws of the State of Texas. No separate legal entity is created by this Agreement.

12.02 Amendment. The terms and conditions of this Agreement may be amended upon mutual consent of all Parties. Mutual consent will be demonstrated by approval of each governing body of each Party hereto. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing, duly approved and signed by the authorized representatives of both Parties.

12.04 Hold Harmless. To the extent permitted by the Constitution and the laws of the State of Texas and subject to the limitations as to liability and damages in the Texas Tort Claims Act and without waiving its governmental immunity, each party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other party to this Agreement or any of its officers, agents or employees, or as the result of its performance under this Agreement.

12.05 City Liability. The City shall be responsible for all suits, claims, damages, losses, or expenses, including reasonable attorney's fees, arising out of the City's performance or non-performance of the services and duties herein stated, but only in regard to transfer of prisoners by and duties herein assigned to the City and specifically excluding the actual incarceration of any prisoners by the County of Brazos. The City of College Station retains full responsibility for each prisoner until that prisoner has been processed into the Brazos County Jail.

12.06 County Liability. The County shall be responsible for all suits, claims, damages, losses and expenses, including reasonable attorney's fees, arising out of the County's performance or non-performance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by the County in the County Jail and specifically excluding the transfer of prisoners to and from the County Jail.

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

12.08 Venue and Choice of Law. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America and venue shall be in any court having jurisdiction in Brazos County.

12.09 Authority to Contract. Each Party has the full power and authority to enter into and perform this Agreement and the person signing this agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this agreement hereby represent that they have authorization to sign on behalf of their respective governmental bodies

12.10 Compliance with the Prison Rape Elimination Act. The Brazos County Jail as an operation of the Brazos County Office of Sheriff will comply with the Prison Rape Elimination Act (PREA). The Brazos County Jail has a Zero Tolerance Policy regarding sexual abuse and sexual harassment. The Detention Center will conduct a background investigation on all employees, volunteers, students, or other contractors that may have contact with inmates. Background checks will be conducted at least every five (5) years. The Sheriff shall ensure that all

volunteers and contractors who have contact with inmates have been trained on their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures. Any contractor or volunteer who engages in sexual abuse is prohibited from contact with inmates and shall be reported to law enforcement agencies and to relevant licensing bodies, unless the activity was clearly not criminal. The Sheriff will take appropriate remedial measures and prohibit further contact with inmates in the case of violation of sexual abuse or sexual harassment policies. The City has an affirmative duty to disclose any misconduct in violation of the sexual abuse and sexual harassment policy. Material omissions regarding such misconduct, or the provision of materially false information, are grounds for termination of this agreement

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

12.12 Savings Clause. If one or more provisions or terms contained in this Agreement shall, for any reason, be held invalid, illegal, or otherwise unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision or term hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or term had never been contained herein.

12.13 Notice. Any official notices by one Party to another must be in writing sent by certified mail return receipt requested, properly addressed to the respective Parties as stated below. Any other day to day communication by the Parties' staff may be by any other means of sufficient communication.

City of College Station:

City Manager
P.O. Box 9960
1101 Texas Ave
College Station, Texas 77842

Chief of Police
P.O. Box 9960
1101 Texas Ave
College Station, Texas 77842

Brazos County:

County Judge
200 S. Texas Ave., Suite 332
Bryan, Texas 77803

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

12.15 Effective Date. This Agreement is effective when signed by the last party signing making the Agreement fully executed.

CITY OF COLLEGE STATION

By: _____
Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

Assistant City Manager/CFO
Date: _____

APPROVED AS TO FORM:

City Attorney
Date: _____

BRAZOS COUNTY

By: _____
Duane Peters, County Judge
Date: _____

ATTEST:

Karen McQueen, County Clerk
Date: _____

APPROVED:

Chris Kirk, Brazos County Sheriff
Date: _____

APPROVED AS TO FORM:

Bruce Erratt, Civil Counsel
Date: _____



Legislation Details (With Text)

File #:	19-0276	Version:	1	Name:	HMP Landscape Contract
Type:	Contract	Status:		Status:	Agenda Ready
File created:	5/23/2019	In control:		In control:	City Council Regular
On agenda:	6/13/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action regarding the award of a Construction Contract for the Harvey Mitchell Parkway Multi-Use Path Landscaping Installation project to Dudley Construction, Ltd. for the amount of \$102,735 and the rejection of bids received in response to ITB 19-010.				
Sponsors:	Justin Constantino				
Indexes:					
Code sections:					
Attachments:	19-068 Tab Project Location Map				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action regarding the award of a Construction Contract for the Harvey Mitchell Parkway Multi-Use Path Landscaping Installation project to Dudley Construction, Ltd. for the amount of \$102,735 and the rejection of bids received in response to ITB 19-010.

Relationship to Strategic Goals:

- Neighborhood Integrity
- Improving Mobility
- Sustainable City

Recommendation(s): Staff respectfully recommends approval to award the Construction contract to Dudley Construction, Ltd. for the amount of \$102,735.00 and to reject bids received in response to ITB 19-010.

Summary: The landscaping project includes the installation of native canopy and non-canopy trees and shrubs with irrigation along the existing Harvey Mitchell Parkway Multi-Use Path located on Harvey Mitchell Parkway between Texas Avenue and Welsh Avenue. The South Knoll Area Neighborhood Plan (adopted on September 26, 2013) gave direction to continue to invest in and enhance existing park and trail facilities. This landscaping project was specifically identified in the neighborhood plan, and also helps to implement the Comprehensive Plan as it relates to FM2818 as a Primary Image Corridor.

In February 2019, a formal solicitation process was conducted for this project. Two (2) bids were received; however, after evaluation of the bids, it was determined the plans and specifications required amending as the original bids came in over budget. Bidders were notified online of the City's intent to reject bids, revise the plans and specifications and re-bid the project.

In May 2019, Purchasing staff formally solicited competitive bids (ITB 19-068) for the Harvey Mitchell Parkway Multi-Use Path Landscaping project. Four (4) bids were received and, after evaluating and tabulating the bids, Dudley Construction, Ltd. was determined to be the lowest responsible bidder.

Budget & Financial Summary: In FY17, funds from an SLA for Neighborhood Plan Implementation were utilized for the design of a landscape and irrigation plan along the Harvey Mitchell Parkway Multi-Use Path (as called for in the South Knoll Area Neighborhood Plan, adopted 2013). Initial plans were to plant the vegetation in two phases, over FY18 and 19, but it was later determined there would be efficiencies in project costs and staff time if the planting were to happen at one time instead of in two phases.

As part of the FY19 budget, the City Council approved an SLA of \$50,000 for Neighborhood Plan Implementation. Those funds will be combined with additional FY19 funds budgeted for professional services for a total of \$63,478. To cover the budget shortfall that resulted by not encumbering FY18 Neighborhood Plan Implementation SLA funds through a two-phased project, additional funds of \$39,257 will be used from budget savings realized in FY19. The total cost for the Harvey Mitchell Parkway Multi-Use Path Landscaping Installation project is in the amount not to exceed \$102,735.

Legal Review: Yes

Attachments:

1. Contract 19300518 (on file with the City Secretary's Office)
2. Project Location Map
3. Bid Tabulation 19-068



City of College Station - Purchasing Division
 Bid Tabulation for #19-068
 "Harvey Mitchell Parkway Multi-Use Path Landscaping Installation Project"
 Open Date: Thursday, May 2, 2019 @ 2:00 p.m.

				Dudley Construction, Ltd College Station, TX		George Meeks Land PRO, Inc. Houston, TX		Green Teams, Inc Bryan TX		Yellowstone Landscape Central, Inc. Houston, TX	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
GENERAL											
1	1	LS	Mobilization, construction staking, bonds and insurance as required in the specifications.	\$7,000.50	\$7,000.50	\$25,485.52	\$25,485.52	\$80,000.00	\$80,000.00	\$9,127.806	\$9,127.806
GENERAL - SUBTOTAL				\$7,000.50		\$25,485.52		\$80,000.00		\$9,127.806	
TREES											
2	10	EA	30 Gallon - Bald Cypress	\$350.00	\$3,500.00	\$295.60	\$2,956.00	\$330.00	\$3,300.00	\$516.049	\$5,160.490
3	13	EA	30 Gallon - Cedar Elm	\$350.00	\$4,550.00	\$295.60	\$3,842.80	\$330.00	\$4,290.00	\$558.572	\$7,261.436
4	8	EA	30 Gallon - Chinese Pistache	\$350.00	\$2,800.00	\$295.60	\$2,364.80	\$345.00	\$2,760.00	\$558.572	\$4,468.576
5	30	EA	30 Gallon - Live Oak	\$365.00	\$10,950.00	\$295.60	\$8,868.00	\$330.00	\$9,900.00	\$558.572	\$16,757.160
6	5	EA	30 Gallon - Mexican Sycamore	\$390.00	\$1,950.00	\$295.60	\$1,478.00	\$360.00	\$1,800.00	\$608.598	\$3,042.990
TREES - SUBTOTAL				\$23,750.00		\$19,509.60		\$22,050.00		\$36,690.652	
NATIVE GROUPINGS											
7	2	EA	5 Gallon - Bald Cypress	\$74.00	\$148.00	\$31.45	\$62.90	\$80.00	\$160.00	\$32.978	\$65.956
8	6	EA	5 Gallon - Burr Oak	\$74.00	\$444.00	\$31.45	\$188.70	\$80.00	\$480.00	\$32.978	\$197.868
9	7	EA	5 Gallon - Cedar Elm	\$74.00	\$518.00	\$31.45	\$220.15	\$74.00	\$518.00	\$32.978	\$230.846
10	6	EA	5 Gallon - Chinkapin Oak	\$77.00	\$462.00	\$31.45	\$188.70	\$80.00	\$480.00	\$32.978	\$197.868
11	10	EA	5 Gallon - Eastern Red Cedar	\$78.00	\$780.00	\$31.45	\$314.50	\$80.00	\$800.00	\$32.978	\$329.780
12	5	EA	5 Gallon - Eve's Necklacepod	\$78.00	\$390.00	\$29.30	\$146.50	\$80.00	\$400.00	\$31.110	\$155.550
13	3	EA	5 Gallon - Mexican Plum	\$78.00	\$234.00	\$29.30	\$87.90	\$80.00	\$240.00	\$31.110	\$93.330
14	2	EA	5 Gallon - Possumhaw Holly	\$77.00	\$154.00	\$29.30	\$58.60	\$80.00	\$160.00	\$31.110	\$62.220
15	5	EA	5 Gallon - Prairie Flameleaf Sumac	\$77.00	\$385.00	\$29.30	\$146.50	\$80.00	\$400.00	\$31.110	\$155.550
16	4	EA	5 Gallon - Winged Elm	\$78.00	\$312.00	\$29.30	\$117.20	\$80.00	\$320.00	\$31.110	\$124.440
NATIVE GROUPINGS - SUBTOTAL				\$3,827.00		\$1,531.65		\$3,958.00		\$1,613.408	
ORNATMENTAL TREES											
17	97	EA	15 Gallon - Natchez Crape Myrtle	\$189.00	\$18,333.00	\$165.50	\$16,053.50	\$180.00	\$17,460.00	\$292.180	\$28,341.460
18	13	EA	15 Gallon - Tuscarora Crape Myrtle	\$217.00	\$2,821.00	\$165.50	\$2,151.50	\$180.00	\$2,340.00	\$342.206	\$4,448.678
ORNATMENTAL TREES - SUBTOTAL				\$21,154.00		\$18,205.00		\$19,800.00		\$32,790.138	
SHRUBS											
19	16	EA	3 Gallon - Pink Muhly	\$66.00	\$1,056.00	\$29.30	\$468.80	\$33.00	\$528.00	\$58.91	\$942.56
20	35	EA	5 Gallon - Dwarf Maiden Grass	\$55.00	\$1,925.00	\$31.45	\$1,100.75	\$30.00	\$1,050.00	\$62.66	\$2,193.17
21	235	LF	Steel Edge	\$3.50	\$822.50	\$3.70	\$869.50	\$3.25	\$763.75	\$4.81	\$1,131.06
SHURBS - SUBTOTAL				\$3,803.50		\$2,439.05		\$2,341.75		\$4,266.79	
IRRIGATION											
28	12	EA	Irrigation zones for Trees	\$3,600.00	\$43,200.00	\$5,453.00	\$65,436.00	\$12,200.00	\$146,400.00	\$6,986.340	\$83,836.080
IRRIGATION - SUBTOTAL				\$43,200.00		\$65,436.00		\$146,400.00		\$83,836.080	
Total Base Bid				\$102,735.00		\$132,606.82		\$274,549.75		\$168,324.869	



City of College Station - Purchasing Division
 Bid Tabulation for #19-068
 "Harvey Mitchell Parkway Multi-Use Path Landscaping Installation Project"
 Open Date: Thursday, May 2, 2019 @ 2:00 p.m.

				Dudley Construction, Ltd College Station, TX		George Meeks Land PRO, Inc. Houston, TX		Green Teams, Inc Bryan TX		Yellowstone Landscape Central, Inc. Houston, TX	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
ALTERNATE BID ITEMS #1											
SHURBS											
A1.1	63	EA	3 Gallon - African Iris as listed in Beds B, D, and F	\$57.00	\$3,591.00	\$29.30	\$1,845.90	\$32.00	\$2,016.00	\$30.866	\$1,944.558
A1.2	54	EA	3 Gallon - Dwarf Bottlebrush as listed in Beds A, C, and E	\$59.00	\$3,186.00	\$29.30	\$1,582.20	\$33.00	\$1,782.00	\$42.876	\$2,315.304
A1.3	36	EA	5 Gallon - Dwarf Maiden Grass as listed in Beds A, C, and E	\$52.00	\$1,872.00	\$31.45	\$1,132.20	\$28.00	\$1,008.00	\$33.798	\$1,216.728
A1.4	39	EA	5 Gallon - Pink Muhly as listed in Beds B, D, and F	\$52.00	\$2,028.00	\$31.45	\$1,226.55	\$28.00	\$1,092.00	\$30.167	\$1,176.513
A1.5	261	EA	1 Gallon - Flax Lily as listed in Beds A, C, and E	\$32.50	\$8,482.50	\$11.75	\$3,066.75	\$16.00	\$4,176.00	\$24.489	\$6,391.629
A1.6	153	EA	1 Gallon - Inland Sea Oats as listed in Beds B, D, and F	\$32.50	\$4,972.50	\$11.75	\$1,797.75	\$18.00	\$2,754.00	\$22.681	\$3,470.193
A1.7	400	LF	Steel Edge as listed in Beds A,B, C, D, E, and F	\$3.50	\$1,400.00	\$3.70	\$1,480.00	\$3.25	\$1,300.00	\$4.628	\$1,851.200
SHURBS ALT - SUBTOTAL				\$25,532.00		\$12,131.35		\$14,128.00		\$18,366.125	
IRRIGATIONS											
A1.8	6	EA	Irrigation Zone Beds as listed in Beds A,B, C, D, E, and F	\$7,300.00	\$43,800.00	\$1,560.00	\$9,360.00	\$600.00	\$3,600.00	\$1,343.331	\$8,059.986
IRRIGATIONS ALT - SUBTOTAL				\$43,800.00		\$9,360.00		\$3,600.00		\$8,059.986	
SubTotal Alternate Bid Items #1				\$69,332.00		\$21,491.35		\$17,728.00		\$26,426.111	
ALTERNATE BID ITEMS #2											
HARDSCAPE											
A2.1	960	SF	Concrete Field	\$22.00	\$21,120.00	\$7.00	\$6,720.00	\$13.00	\$12,480.00	\$7.499	\$7,199.040
A2.2	216	SF	Flagston Field	\$66.00	\$14,256.00	\$20.84	\$4,501.44	\$12.00	\$2,592.00	\$11.589	\$2,503.224
A2.3	116	SF	24" Flagstone Border	\$28.00	\$3,248.00	\$26.04	\$3,020.64	\$12.50	\$1,450.00	\$13.634	\$1,581.544
A2.4	61	SF	6"x8" Stone Border	\$24.00	\$1,464.00	\$82.00	\$5,002.00	\$0.00	\$0.00	\$20.451	\$1,247.511
A2.5	31	SF	Stone Bench	\$230.00	\$7,130.00	\$68.65	\$2,128.15	\$0.00	\$0.00	\$102.255	\$3,169.905
A2.6	2	EA	Benches	\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00	\$1,650.00	\$3,300.00	\$1,499.738	\$2,999.476
A2.7	1	EA	TrailHead/Interpretive/Gateway Sign structure	\$16,000.00	\$16,000.00	\$23,230.00	\$23,230.00	\$0.00	\$0.00	\$10,020.974	\$10,020.974
HARDSCAPE - SUBTOTAL				\$67,218.00		\$47,602.23		\$19,822.00		\$28,721.674	
SubTotal Alternate Bid Items #2				\$67,218.00		\$47,602.23		\$19,822.00		\$28,721.674	
Total Base Bid + Bid Alternate Items #1				\$172,067.00		\$154,098.17		\$292,277.75		\$194,750.98	
Total Base Bid + Bid Alternate Items# 2				\$169,953.00		\$180,209.05		\$294,371.75		\$197,046.54	
		Bid Certification		Y		Y		Y		Y	
		Bid Bond		Y		Y		Y-Certified Check		Y	
		Addenda Acknowledged		Y		Y		Y		Y	

NOTES:

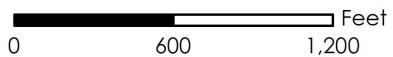
Green Teams, Inc: calculation errors in pricing highlighted amount is correct.

Yellowstone Landscape Central, Inc. : calculation errors in pricing highlighted amount is correct.



Harvey Mitchell PKWY Landscape & Irrigation Plan

Harvey Mitchell Pkwy Multi-Use Path



Legislation Details (With Text)

File #:	19-0278	Version:	1	Name:	Semi Annual Impact Fee Report
Type:	Report	Status:		Status:	Agenda Ready
File created:	5/23/2019	In control:		In control:	City Council Regular
On agenda:	6/13/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action regarding a Semi-Annual Report on System-Wide Impact Fees for Water, Wastewater, and Roadway.				
Sponsors:	Carol Cotter				
Indexes:					
Code sections:					
Attachments:	Semi-Annual Report with Attachments 5.16.19				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action regarding a Semi-Annual Report on System-Wide Impact Fees for Water, Wastewater, and Roadway.

Relationship to Strategic Goals:

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

Recommendation(s): At their meeting on May 16, 2019, the Planning and Zoning Commission, acting in their capacity as the Impact Fee Advisory Committee, unanimously recommended acceptance of the report. Staff also recommends Council acknowledge and accept the Semi-Annual Report - no further action is required at this time.

Summary: The attached Impact Fee Semi-Annual Report is provided to the City Council in accordance with the Texas Local Government Code Chapter 395.058. The City of College Station adopted "System-Wide" Impact Fees for water, wastewater, and roadways in the latter part of 2016. Fee implementation has occurred in phases, with full fee implementation having occurred in December of this past year. The service area for roadway impact fees is bounded by the City limits; however, service areas for system-wide water and wastewater impact fees do not strictly follow City limit lines and include some areas of the City's Extra-Territorial Jurisdiction (ETJ).

Land Use Assumptions and the related Capital Improvements Plans have remained unchanged over the reporting period November 1, 2018 through March 31, 2018. This report primarily documents the fees collected in each of the service areas, since there have been no major changes any of the impact fee programs during the reporting period.

The Planning and Zoning Commission, with the inclusion of an ETJ representative for service areas extending

into ETJ, serves as the Impact Fee Advisory Committee per the City of College Station Code of Ordinances Chapter 107, Impact Fees. On May 16th, 2019 the Advisory Committee discussed and unanimously recommended support of the Semi-Annual Report. It is now being forwarded to Council for your status update.

Budget & Financial Summary: N/A

Attachments:

1. Impact Fee Semi-Annual Report



CITY OF COLLEGE STATION

1101 Texas Avenue South, P.O. Box 9960
College Station, Texas 77842
Phone 979.764.3570 / Fax 979.764.3496

MEMORANDUM

DATE: May 16, 2019
TO: Planning and Zoning Commission / Impact Fee Advisory Committee
FROM: Carol Cotter, P.E., City Engineer
SUBJECT: Semi-Annual Report - System-Wide Impact Fees for Water, Wastewater, and Roadway

The City of College Station adopted "System-Wide" Impact Fees for water, wastewater, and roadways in the latter part of 2016. Fee implementation has occurred in phases, with full fee having occurred in December of this past year. The service area for roadway impact fees is bounded by the city limits; however, service areas for system-wide water and wastewater impact fees do not strictly follow city limit lines and include some areas of the City's Extra-Territorial Jurisdiction (ETJ).

Local Government Code requires Semi-Annual Reporting to monitor the progress of impact fees and to determine if an update to the fee study is necessary before the statutory five-year requirement. There have been no major changes in the water, wastewater, or roadway impact fee programs during this reporting period. Staff recommends that the Advisory Committee forward this report to City Council for their update.

The City of College Station Ordinance Chapter 107, Impact Fees, designates the Planning and Zoning Commission as the Impact Fee Advisory Committee (IFAC) with the inclusion of an ETJ representative for service areas extending into the ETJ. The IFAC is established to:

1. Advise and assist the City in adopting Land Use assumptions.
2. Review the Capital Improvements Plan and file written comments.
3. Monitor and evaluate implementation of the Capital Improvements Plan.
4. File semi-annual reports with respect to the progress of the Capital Improvements Plan.
5. Advise the City Council of the need to update or revise the Land Use Assumptions, Capital Improvements Plan, and Impact Fees.

System-Wide Impact Fees

System-wide impact fees for water and wastewater were adopted September 22, 2016, with roadway impact fees following on November 10, 2016. The City's adopted collection rates are lower than the maximum allowable fees calculated as presented in the table below. Water and wastewater fees were phased in over a two-year period, starting at 50% of the adopted rate, but are now being collected at the full rate. Roadway impact fees were phased in over a three-year period, beginning with zero fee collection in year one and 50% in year two. Full implementation of the fees occurred in December of 2018.

Land Use Assumptions and the related Capital Improvements Plans have remained unchanged over the reporting period October 1, 2018 through March 31, 2019. Impact fees can only be spent on eligible projects identified in the CIP. Status of the various programs are as follows:

Water \$500/Service Unit

System-wide water impact fee revenues collected over the reporting period were **\$205,800** for a total amount of **\$590,200**. Eligible costs of the adopted water system capital improvements plan are estimated at \$34,140,850. Projected revenues at the adopted rate are estimated to be \$5,852,048 based on the study's 10-year growth assumptions. Collected amounts are budgeted to fund Well #9 and Well #9 Collection Loop projects currently under construction. It is anticipated that the revenue will also support the SH6 Water Line project.

Wastewater \$3,000/Service Unit

System-wide wastewater impact fee revenues collected over the reporting period were **\$933,600** for a total amount of **\$2,695,100**. Eligible costs of the adopted wastewater system capital improvements plan are estimated at \$72,285,486. Projected revenues at the adopted rate are estimated to be \$39,292,708 based on the study's 10-year growth assumptions. Collected amounts will be used to fund the Lick Creek Wastewater Treatment Plant expansion, currently under construction.

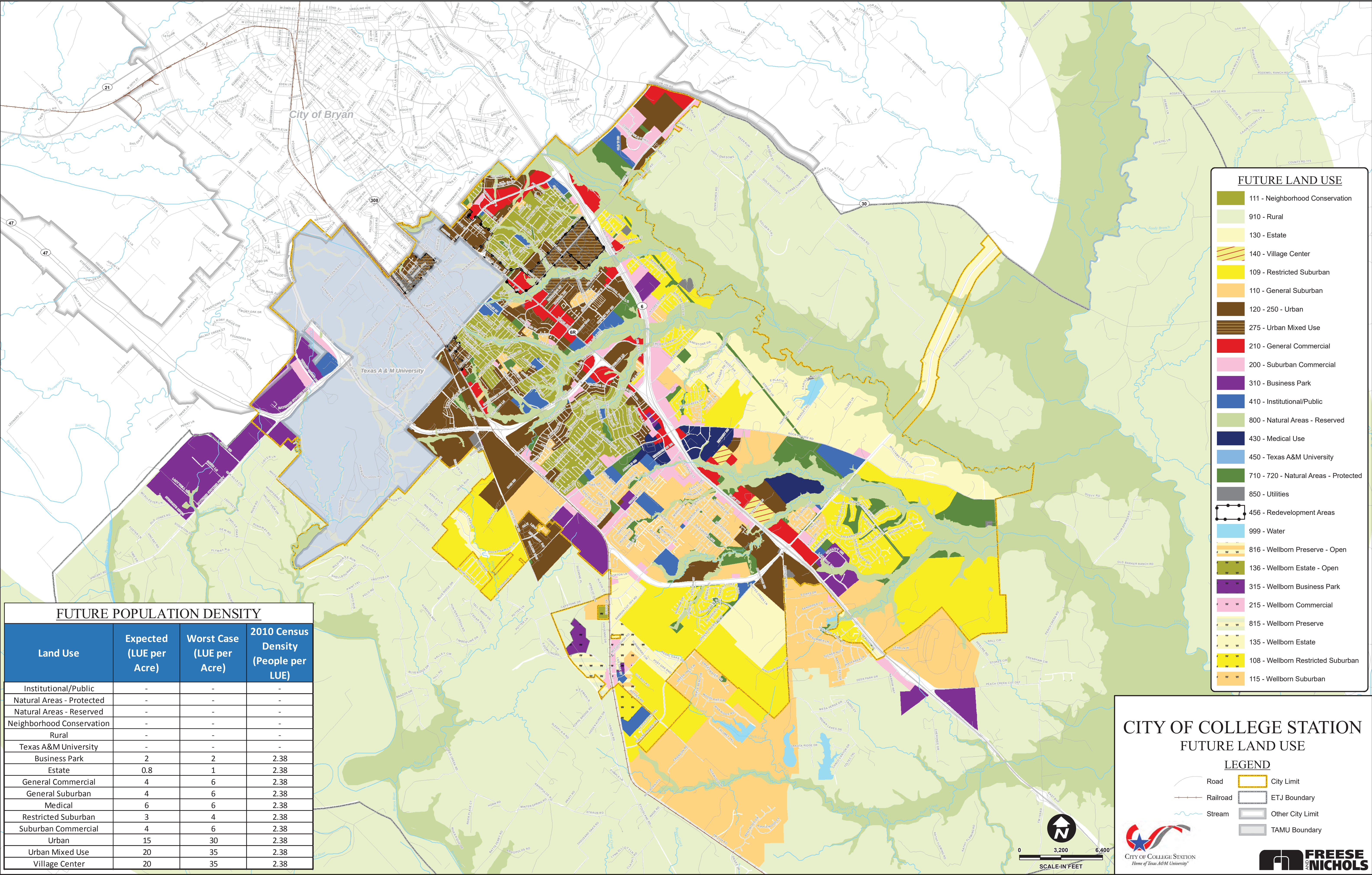
Roadway \$375(Res) \$80(Non-Res) /Service Unit

Roadway impact fees collected over the reporting period were **\$63,129** for total amount of **\$104,022** (Zone A), **\$36,947** for total amount of **\$69,618** (Zone B), **\$222,305** for total amount of **\$378,845** (Zone C), and **\$51,595**, for total amount of **\$84,595** (Zone D). Eligible costs of the adopted roadway capital improvements plan are estimated at \$134,000,000. Projected revenues at the adopted rates are estimated to be \$12,000,000 based on the study's 10-year growth assumptions. Specific allocations will be made to eligible projects within the applicable zones in FY19.

System-Wide Impact Fee	Allowable Max Fee per Service Unit	Adopted Collection Rate per Service Unit	Total Amount Collected	Eligible Capital Improvement Costs
Water	\$2,917	\$500	\$590,200	\$34,140,850
Wastewater	\$5,519	\$3000	\$2,695,100	\$72,285,485
Roadway Zone A	\$1,061	\$375/\$80	\$104,022	\$15,101,941
Roadway Zone B	\$1,072	\$375/\$80	\$69,618	\$15,667,860
Roadway Zone C	\$2,556	\$375/\$80	\$378,845	\$48,665,106
Roadway Zone D	\$4,004	\$375/\$80	\$84,595	\$54,579,323

Attachments:

1. Future Land Use Map
2. Impact Fee Service Area Map Water
3. Impact Fee Service Area Map Wastewater
4. Impact Fee Service Area Map Roadway



FUTURE POPULATION DENSITY			
Land Use	Expected (LUE per Acre)	Worst Case (LUE per Acre)	2010 Census Density (People per LUE)
Institutional/Public	-	-	-
Natural Areas - Protected	-	-	-
Natural Areas - Reserved	-	-	-
Neighborhood Conservation	-	-	-
Rural	-	-	-
Texas A&M University	-	-	-
Business Park	2	2	2.38
Estate	0.8	1	2.38
General Commercial	4	6	2.38
General Suburban	4	6	2.38
Medical	6	6	2.38
Restricted Suburban	3	4	2.38
Suburban Commercial	4	6	2.38
Urban	15	30	2.38
Urban Mixed Use	20	35	2.38
Village Center	20	35	2.38

- FUTURE LAND USE**
- 111 - Neighborhood Conservation
 - 910 - Rural
 - 130 - Estate
 - 140 - Village Center
 - 109 - Restricted Suburban
 - 110 - General Suburban
 - 120 - 250 - Urban
 - 275 - Urban Mixed Use
 - 210 - General Commercial
 - 200 - Suburban Commercial
 - 310 - Business Park
 - 410 - Institutional/Public
 - 800 - Natural Areas - Reserved
 - 430 - Medical Use
 - 450 - Texas A&M University
 - 710 - 720 - Natural Areas - Protected
 - 850 - Utilities
 - 456 - Redevelopment Areas
 - 999 - Water
 - 816 - Wellborn Preserve - Open
 - 136 - Wellborn Estate - Open
 - 315 - Wellborn Business Park
 - 215 - Wellborn Commercial
 - 815 - Wellborn Preserve
 - 135 - Wellborn Estate
 - 108 - Wellborn Restricted Suburban
 - 115 - Wellborn Suburban

CITY OF COLLEGE STATION FUTURE LAND USE

LEGEND

- Road
- Railroad
- Stream
- City Limit
- ETJ Boundary
- Other City Limit
- TAMU Boundary



CITY OF COLLEGE STATION
IMPACT FEE
WATER SERVICE AREA

LEGEND

 Interconnection

 Elevated Storage Tank

 Ground Storage Tank

 Pump Station

 8" and Smaller Water Line

 10" and Larger Water Line

 Road

 Railroad

 Stream

 Lake/Pond

 Parcel

 Impact Fee Water Service Area

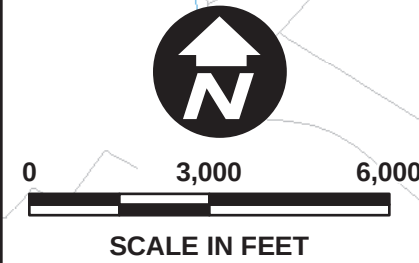
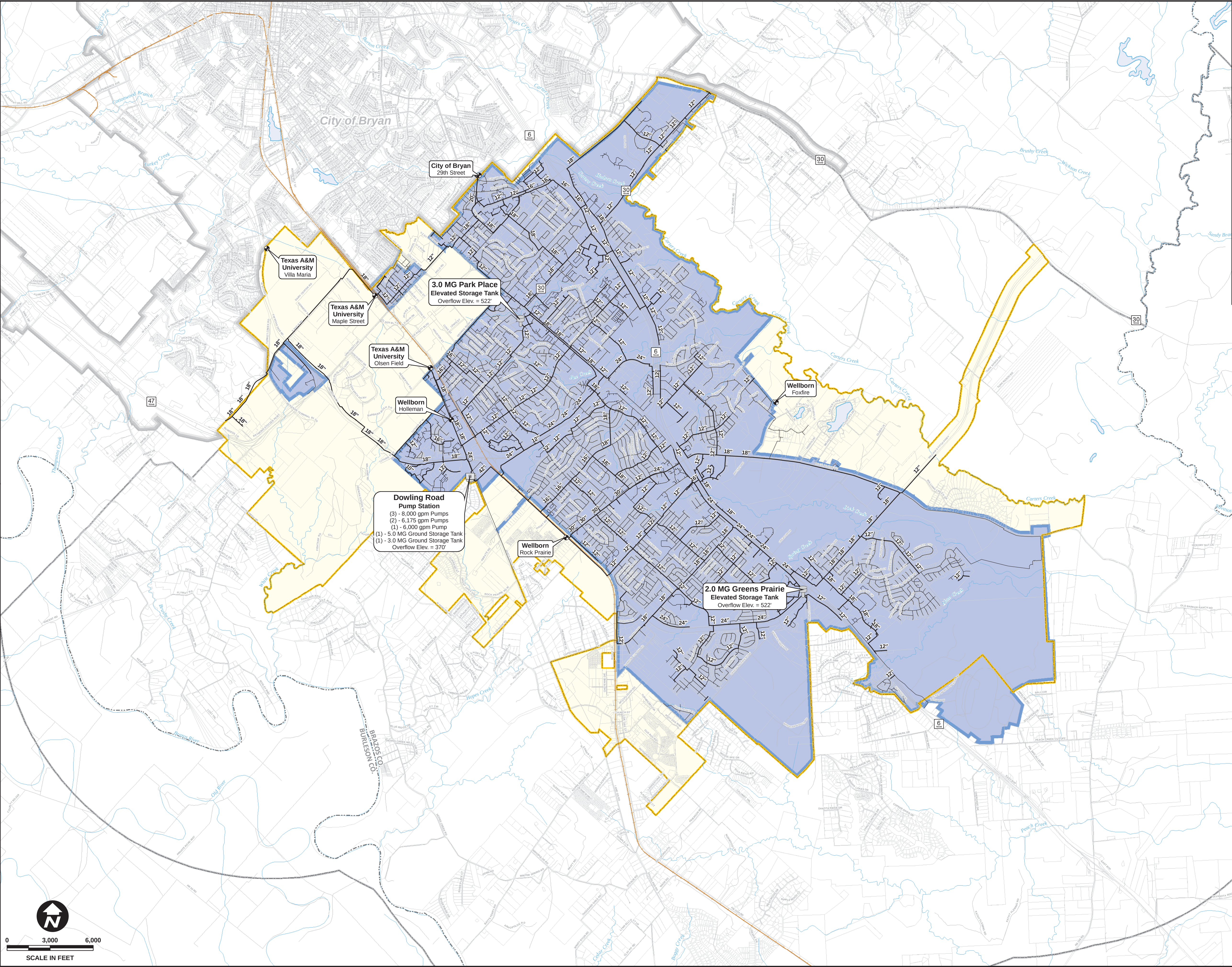
 City Limit

 ETJ Boundary

 Other City Limit

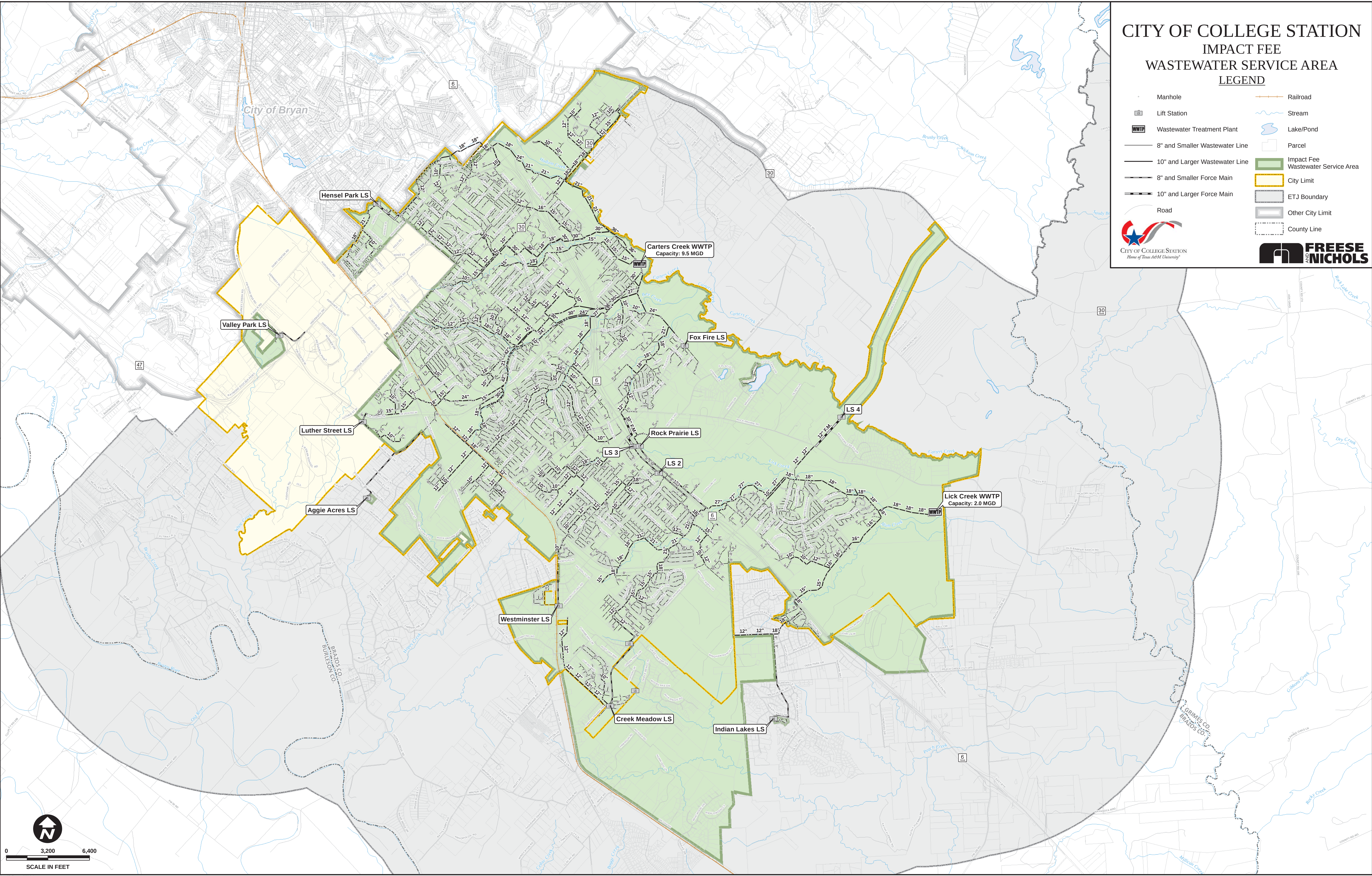
 County Line

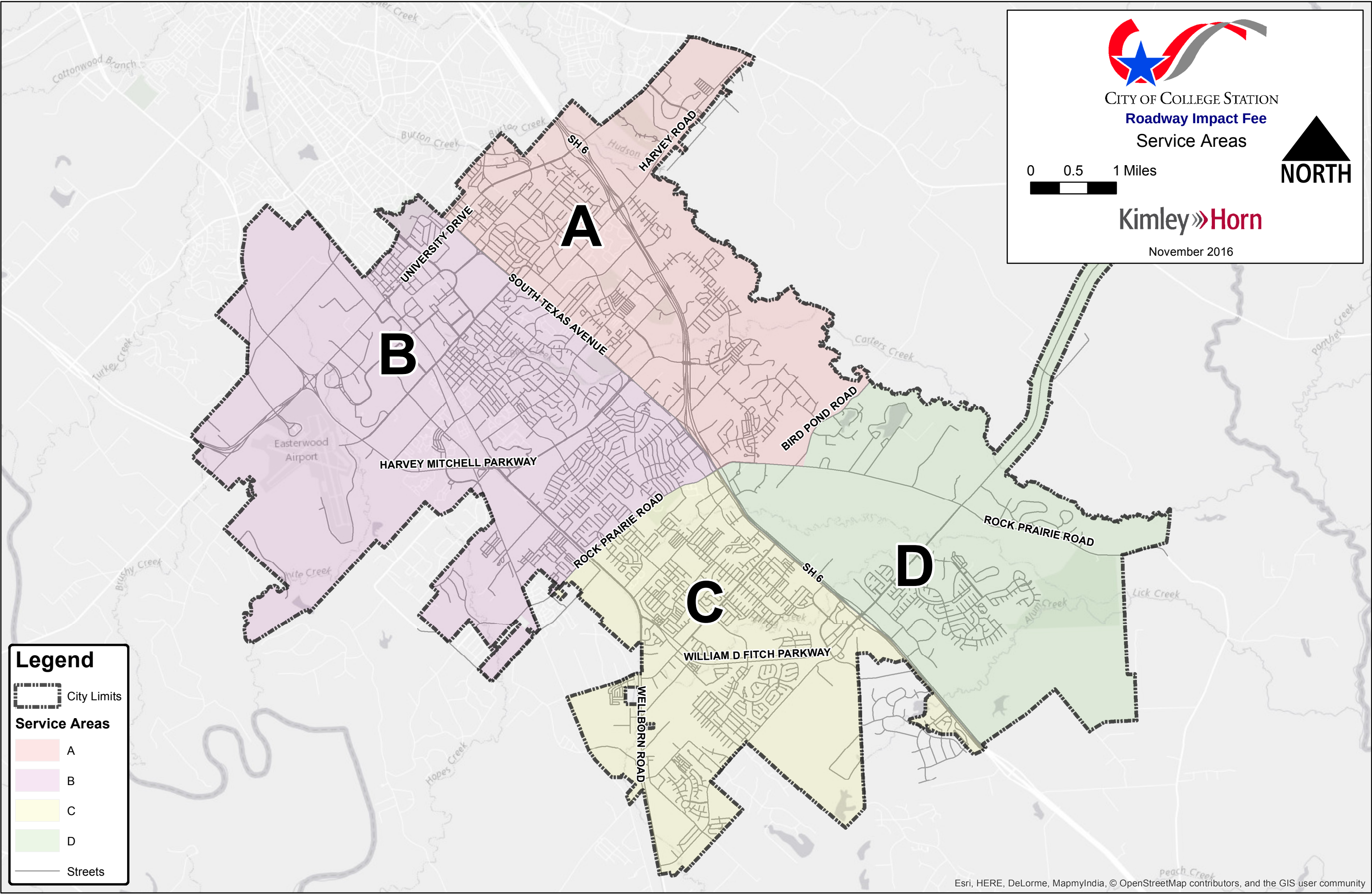




CITY OF COLLEGE STATION
IMPACT FEE
WASTEWATER SERVICE AREA
LEGEND

- | | |
|--------------------------------|------------------------------------|
| Manhole | Railroad |
| Lift Station | Stream |
| Wastewater Treatment Plant | Lake/Pond |
| 8" and Smaller Wastewater Line | Parcel |
| 10" and Larger Wastewater Line | Impact Fee Wastewater Service Area |
| 8" and Smaller Force Main | City Limit |
| 10" and Larger Force Main | ETJ Boundary |
| Road | Other City Limit |
| | County Line |







Legislation Details (With Text)

File #:	19-0287	Version:	1	Name:	Wellborn SUD ILA
Type:	Agreement	Status:		Status:	Agenda Ready
File created:	5/27/2019	In control:		In control:	City Council Regular
On agenda:	6/13/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action regarding an Interlocal Agreement between City of College Station and Wellborn Special Utility District for the cost participation by Wellborn Special Utility District in the City's Greens Prairie Trail Phase 1 Widening Project.				
Sponsors:	Emily Fisher				
Indexes:					
Code sections:					
Attachments:	WSUD Signed ILA				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action regarding an Interlocal Agreement between City of College Station and Wellborn Special Utility District for the cost participation by Wellborn Special Utility District in the City's Greens Prairie Trail Phase 1 Widening Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: The Greens Prairie Trail Phase 1 Project will reconstruct and widen Greens Prairie Trail from Royder to the City Limit, approximately 3,200 linear feet. The improvements will include replacement of the existing two-lane asphalt pavement with a four-lane concrete section, curb, gutter and underground storm sewer, multi-use paths and illumination. The widening and realignment of Greens Prairie Trail has necessitated the relocation of an 8", 12" & 16" Wellborn SUD waterlines. Several of these waterlines are within City of College Station ROW and WSUD has the responsibility to relocate. To reduce cost and make sure the relocations are completed on the road project schedule, Wellborn SUD & City of College Station have agreed for the City of College Station to complete all the waterline relocations. Wellborn SUD will reimburse the City of College Station for the portion of waterline within City of College Station ROW.

Budget & Financial Summary: Funds in the amount of \$4,224,783.32 are currently budgeted for this project in the Street Fund. A total of \$355,216.68 have been expended or encumbered to date, leaving a balance of \$3,869,556.64 for design, construction, and related expenses. It is estimated that Wellborn SUD will reimburse the City \$129,470 on this project.

Attachments:

1. Agreement

**RELOCATION AND UPSIZE OF UTILITIES AGREEMENT
BETWEEN WELLBORN SPECIAL UTILITY DISTRICT
AND CITY OF COLLEGE STATION, TEXAS**

This interlocal agreement ("Agreement") is entered into by and between **Wellborn Special Utility District** ("WSUD") and the **City of College Station, Texas** ("City"), a Texas home rule municipality regarding the relocation and construction of utilities.

Whereas, a portion of Greens Prairie Trail is a public roadway located within the City; and

Whereas, the City intends on making certain roadway expansion and other improvements to such portion of Greens Prairie Trail (the "Project"); and

Whereas, WSUD has property rights in that certain fifteen-foot (15') wide utility easement, recorded in Volume 3645, Page 286, Deed Records of Brazos County, Texas, and which is further described in Exhibit "A" attached hereto and made a part hereof (the "Easement"), running near and along such portion of Greens Prairie Trail within which WSUD has certain facilities for the provision of public water and/or wastewater services;

Whereas, WSUD also has certain facilities for the provision of public water and/or wastewater services within the Greens Prairie Trail Right-of-Way ("ROW");

Whereas, the Project will necessitate the adjustment, removal, and/or relocation of a portion WSUD's utility facilities along said portion of Greens Prairie Trail so as to be located at a different location and a greater depth than currently; and

Whereas, WSUD and the City desire to enter into this interlocal agreement wherein the City shall be responsible for the adjustment, removal and/or relocation of WSUD 8", 12" & 16" waterlines necessitated by the Project and WSUD agrees to reimburse the costs for such waterline adjustments, removals and/or relocations for the portion(s) of the waterlines that are within the Greens Prairie Trail ROW and not covered by the Easement.

Whereas, WSUD and the City desire to enter into this interlocal agreement pursuant to the Texas Interlocal Cooperation Act codified at Chapter 791 Texas Government Code; now therefore,

The parties hereto covenant and mutually agree as follows:

Article I. Relocation of Utilities and Cost Allocation.

The City agrees to relocate, remove, and/or adjust WSUD's 8", 12" & 16" waterlines located within the Easement and within the Greens Prairie Trail ROW. WSUD agrees to assume the actual costs associated with the relocation, removal and adjustment of the 8"&16" waterline within Greens Prairie Trail ROW as shown in Exhibits "B" and "C" attached hereto as subject to the responsibility of the WSUD (referred to as "WSUD" in Exhibit "C"). The City agrees to assume all actual costs associated with relocating, removing and adjusting the 12" waterline within the Easement area that interferes with the Project, which is the portion of the work identified in Exhibit "C" as subject to the responsibility of the City (referred to as "COCS" in Exhibit "C").

The estimated cost of the portion of the relocation of the waterline assumed by WSUD is projected to be \$129,470. The City assumes responsibility for the bidding, permitting, and construction of all of the work identified in Exhibit "C" in accordance with applicable statutes and regulations. Upon completion and written notification by the City to WSUD of the removal, adjustment, and relocation of WSUD's facilities, as described in this paragraph, WSUD shall reimburse the City for the full costs of the portion of the work assumed by the City, within 30 days of receipt of such notification.

WSUD and the City agree that any and all payments in exchange for governmental functions or services will be made from current revenues available to the paying party.

Article II. Hold Harmless.

To the extent permitted by law and without waiving each respective party's governmental immunity or the limitations as to damages contained in the Texas Tort Claims Act, the City agrees to hold harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, arising out of any claim in connection with the work performed by the City under this Agreement alleging (i) injury or death of any person; (ii) damage to any property; or (iii) breach of contract.

To the extent permitted by law and without waiving each respective party's governmental immunity or the limitations as to damages contained in the Texas Tort Claims Act, WSUD agrees to hold the City harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, arising out of any claim in connection with the work performed by WSUD under this Agreement alleging (i) injury or death of any person; (ii) damage to any property; or (iii) breach of contract.

Article III. Miscellaneous.

The laws of the State of Texas govern this Agreement and venue shall be in Brazos County, Texas. Waiver of one provision or on one occasion with respect to this Agreement does not constitute waiver of other provisions or on other occasions. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. This Agreement may be amended only in writing by the parties hereto. This Agreement may not be assigned by a party without the written approval of the other. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

The individuals signing below have been duly authorized to sign on behalf of their respective entity.

This Agreement shall go in to effect as of the date of final approval by the governing bodies of both parties.

This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

List of Exhibits:

Exhibit "A" – WSUD Utility Easement

Exhibit "B" – Greens Prairie Trail ROW Diagram

Exhibit "C" – Cost Estimate and list of improvements relating to removal, adjustment and relocation of WSUD facilities

(Signature page to follow)

EXECUTED on this the _____ day of _____ 2019.

**WELLBORN SPECIAL UTILITY
DISTRICT**


By: Stephen Cast
Title: Gen. mgr
Date: 5/13/19

CITY OF COLLEGE STATION

Mayor

Date: _____

ATTEST:

City Secretary

APPROVED:

City Manager
Date: _____

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

Exhibit "A"

0700745

RIGHT OF WAY EASEMENT (General Type Easement)

THE STATE OF TEXAS
COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS, that, the VRV PARTNERS, a Texas Partnership composed of B. F. VANCE, JR., BETTY V. GOSS, and WILLIAM R. VANCE, (Grantors), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by WELLBORN SPECIAL UTILITY DISTRICT (Grantee), the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over, through and across that certain tract described as follows, BEING 255.13 acres of land, more or less, located in the Samuel Davidson League, A-13, in Brazos County, Texas, said land being a part of Tract One, 200.00 acres of land, and Tract Two, 50.00 (referenced to be 70.00 acres) acres of land, being more particularly described in an instrument recorded in Volume 142 at Page 273, SAVE AND EXCEPT, 7.28 acres of land, being more particularly described in Volume 1243 at Page 289 of the Official Records of Brazos County, Texas, to which such instruments and its record, reference is hereby made for complete description, together with the right of ingress and egress over Grantor's adjacent lands for construction purposes only. The easement hereby granted shall be 15 feet in width and shall be located contiguous to and run parallel with grantors property line and the south right of way line of Greens Prairie Road.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages to Grantor's property will occur as a result of Grantee's use of this easement. This agreement and the easement granted shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. Grantor(s) covenant that they are the owners of the land made the subject of this easement and that such land is free and clear of all encumbrances and liens except the following:

To the extent this easement was obtained or improved through the use of federal financial assistance to Grantee, it is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto.

IN WITNESS WHEREOF the Grantor(s) have executed this instrument this 19th
day of ~~February~~ March, 1999.

GRANTOR:
VRV PARTNERS, a Partnership

By: [Signature]
B. F. Vance, Jr., a General Partner

Acknowledgment

The State of Texas
County of Brazos

This instrument was acknowledged before me, the undersigned notary by B. F. Vance, Jr., a General Partner of the VRV PARTNERSHIP, the person whose name is subscribed to the foregoing instrument this 19 day of March, 1999.

My Commission Expires:

[Signature]
Notary Public in and for The State of Texas

Dianne Porter
Notary's Name Printed



0700745

03645

00287

Filed for Record in:
BRADSHAW COUNTY,

On: Nov 01, 1999 at 10:53AM

As a
Recording

Document Number: 0700745

Amount: 0.00

Receipt Number - 148594

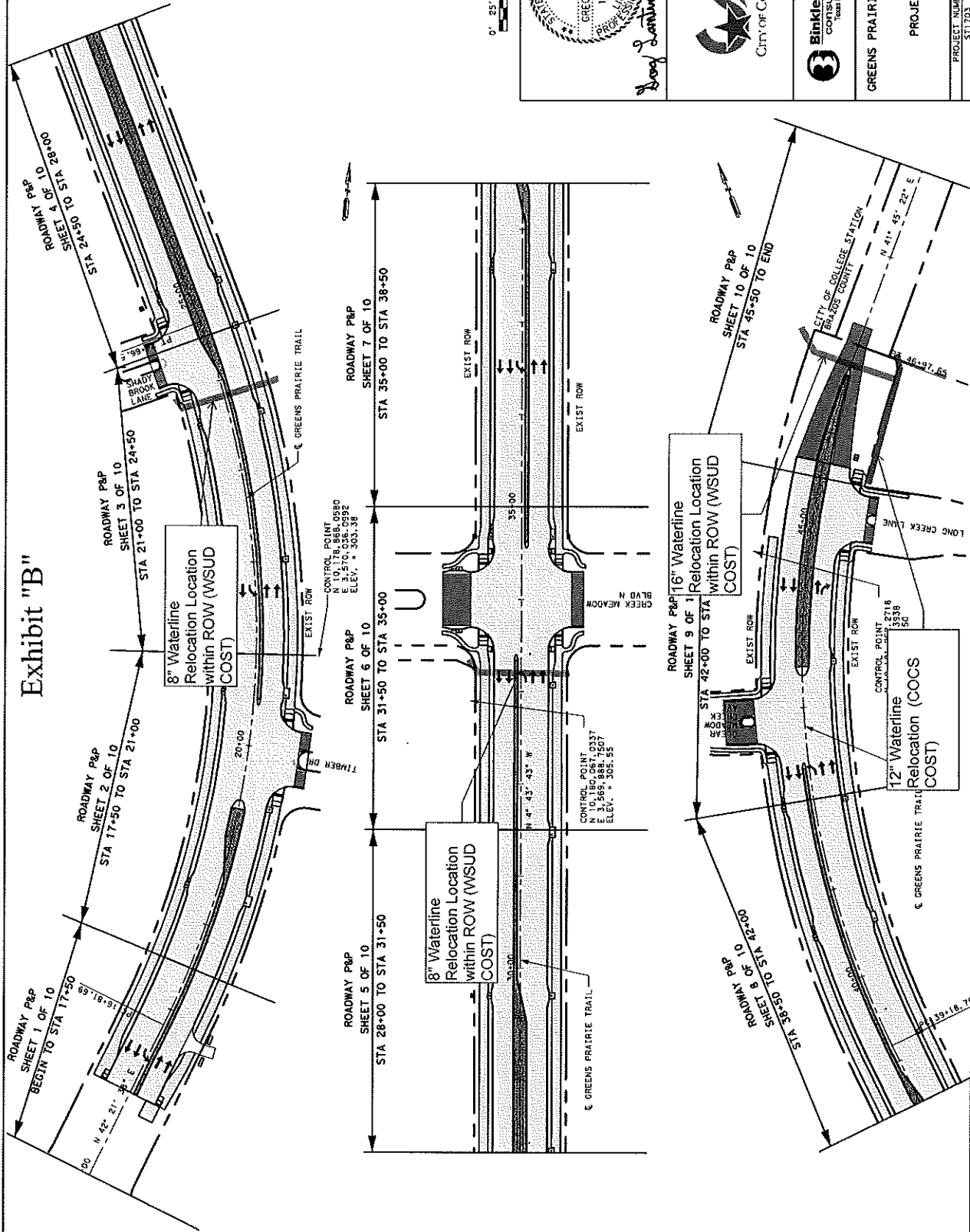
By:
Jo Gillan

STATE OF TEXAS COUNTY OF
I hereby certify that this instrument was
filed on the date and time stamped herein by me
and was duly recorded in the index and page
of the same records at:
BRADSHAW COUNTY,
as stamped herein by me.

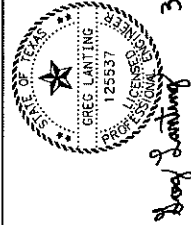
Nov 01, 1999

HONORABLE MARY ANN WARD, COUNTY CLERK
BRADSHAW COUNTY,

Exhibit "B"



0' 25' 50' 100'



Binkley & Barfield, Inc.
consulting engineers
Texas Registration Number F-257

GREENS PRAIRIE TRAIL WIDENING

PROJECT LAYOUT

SHEET 1 OF 1
PROJECT NUMBER
ST1103
SHEET NUMBER
3

Exhibit "C"

WATER							
	COCs	WSUD	Unit	Description	Unit Cost	COCsTotal	WSUD Total
1	1		EA	Remove and dispose of water valves, all sizes, as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$300.00	\$300.00	\$0.00
2		254	LF	Abandon, cap, & grout or remove 8" PVC water line as shown on plans & specifications and dispose of offsite, to include all material, labor and equipment to complete the work.	\$18.00	\$0.00	\$4,572.00
3	102		LF	Abandon, cap, & grout or remove 12" PVC water line as shown on plans & specifications and dispose of offsite, to include all material, labor and equipment to complete the work.	\$22.00	\$2,244.00	\$0.00
4		104	LF	Abandon, cap, & grout or remove 16" PVC water line as shown on plans & specifications and dispose of offsite, to include all material, labor and equipment to complete the work.	\$30.00	\$0.00	\$3,120.00
5		33	LF	Furnish and Install 8" diameter DR14 C-900 PVC water pipe by open cut with non-structural backfill, as shown on plans & specifications, to include all materials, testing, disinfection, labor and equipment to complete the work, complete and in place.	\$40.00	\$0.00	\$1,320.00
6		213	LF	Furnish and Install 8" diameter DR14 C-900 PVC water pipe by open cut with restrained joints and structural backfill, as shown on plans & specifications, to include all materials, testing, disinfection, labor and equipment to complete the work, complete and in place.	\$60.00	\$0.00	\$12,780.00
7	90		LF	Furnish and Install 12" diameter DR14 C-900 PVC water pipe by open cut with non-structural backfill, as shown on plans & specifications, to include all materials, testing, disinfection, labor and equipment to complete the work, complete and in place.	\$50.00	\$4,500.00	\$0.00
8		113	LF	Furnish and Install 16" diameter DR14 C-905 PVC water pipe by open cut with restrained joints and structural backfill, as shown on plans & specifications, to include all materials, testing, disinfection, labor and equipment to complete the work, complete and in place.	\$150.00	\$0.00	\$16,950.00
9		30	LF	Furnish and Install 16" diameter DR14 C-905 PVC water pipe by open cut with restrained joints and non-structural backfill, as shown on plans & specifications, to include all materials, testing, disinfection, labor and equipment to complete the work, complete and in place.	\$100.00	\$0.00	\$3,000.00
10		158	LF	Furnish and install 16" steel casing, 3/8" thick, (excluding carrier pipe) as shown on plans & specifications, to include spacers, neoprene seal, and all materials, labor and equipment to complete the work, complete and in place.	\$150.00	\$0.00	\$23,700.00
11		85	LF	Furnish and install 24" steel casing, 3/8" thick, (excluding carrier pipe) as shown on plans & specifications, to include spacers, neoprene seal, and all materials, labor and equipment to complete the work, complete and in place.	\$190.00	\$0.00	\$16,150.00
12		14	EA	Furnish and Install 8"- 45° MJ Bend with thrust blocking as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$400.00	\$0.00	\$5,600.00
13	1		EA	Furnish and Install 12"- 11.25° MJ Bend with thrust blocking as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$525.00	\$525.00	\$0.00
14		4	EA	Furnish and Install 16"- 45° MJ Bend with thrust blocking as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$650.00	\$0.00	\$2,600.00
15		2	EA	Furnish and Install 12"x12"x8" MJ Tee with thrust blocking as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$750.00	\$0.00	\$1,500.00
16		1	EA	Furnish and Install 16"x16" MJ Tee with thrust blocking as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$1,000.00	\$0.00	\$1,000.00

17	1		EA	Furnish and Install 16"x12" reducer as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$1,000.00	\$1,000.00	\$0.00
18		4	EA	Furnish and Install 8" MJ Gate Valve and box with thrust blocking, as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$1,550.00	\$0.00	\$6,200.00
19	1	4	EA	Furnish and Install 12" MJ Gate Valve and box with thrust blocking, as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$2,400.00	\$2,400.00	\$9,600.00
20		2	EA	Furnish and Install 16" MJ Gate Valve and box with thrust blocking, as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$2,800.00	\$0.00	\$5,600.00
21	1	6	EA	Connect to exiting waterline, all sizes, as shown on plans & specifications to include all required fittings, adapters. Etc., all material, labor and equipment to complete the work.	\$2,500.00	\$2,500.00	\$15,000.00
22	90	389	LF	Trench Safety	\$2.00	\$180.00	\$778.00
Subtotal: Water						<u>\$13,649.00</u>	<u>\$129,470.00</u>



Legislation Details (With Text)

File #:	19-0288	Version:	1	Name:	Greens Prairie Rehabilitation (FM 2154 to Victoria) Preliminary Engineering Report
Type:	Contract	Status:			Agenda Ready
File created:	5/27/2019	In control:			City Council Regular
On agenda:	6/13/2019	Final action:			
Title:	Presentation, discussion, and possible action regarding the approval of a professional services contract with Jones & Carter, Inc. in the amount of \$234,500 for the preliminary engineering report related to the Greens Prairie Rehabilitation (FM 2154 to Victoria) project and a Resolution Declaring Intention to Reimburse certain expenditures with proceeds from debt.				
Sponsors:	Emily Fisher				
Indexes:					
Code sections:					
Attachments:	Project Map1 ST1901 Greens Prairie Rehab - DRR				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action regarding the approval of a professional services contract with Jones & Carter, Inc. in the amount of \$234,500 for the preliminary engineering report related to the Greens Prairie Rehabilitation (FM 2154 to Victoria) project and a Resolution Declaring Intention to Reimburse certain expenditures with proceeds from debt.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the professional services contract and Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

Summary: This contract is for the preliminary engineering report associated with the rehabilitation of Greens Prairie from FM 2154 to Victoria.

Budget & Financial Summary: Budget in the amount of \$3,620,000 is included for this project in the Streets Capital Projects Fund. A total of \$1,769.38 has been expended or committed to date, leaving a balance of \$3,618,230.62 in the total project budget for this contract, the final design contract, and future construction. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the long term debt that is projected to be issued for a portion of this project has not yet been issued. The debt for the project is scheduled to be issued later this fiscal year.

Attachments:

1. Contract No. 19300547 (on file with the City Secretary's Office)

2. Project Map
3. Debt Reimbursement Resolution

City of College Station



Feet

0 550 1,100

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.

RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$3,620,000 for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 13th DAY of June, 2019.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

(Seal)

APPROVED:

A handwritten signature in blue ink, appearing to be 'J. K.', is written over a horizontal line.

McCall, Parkhurst & Horton L.L.P.
Bond Counsel

Exhibit "A"

The project to be financed that are the subject of this Statement are:

Greens Prairie Rehabilitation. The project scope is rehabilitation from Greens Prairie Trail from Wellborn Road (FM 2154) to Victoria with the proposed roadway being a 2 lane minor collector with added turn lanes at major intersections. The existing asphalt road is intended to be replaced with concrete roadway with curb and gutter, underground, sidewalks and illumination.



Legislation Details (With Text)

File #:	19-0289	Version:	1	Name:	McCulloch Utility Rehabilitation Project Design Contract
Type:	Contract	Status:		Status:	Agenda Ready
File created:	5/27/2019	In control:		In control:	City Council Regular
On agenda:	6/13/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action regarding a professional services contract with Kimley Horn and Associates, Inc. in amount of \$839,800 and a Resolution Declaring Intention to Reimburse certain expenditures with proceeds from debt for the McCulloch Utility Rehabilitation project.				
Sponsors:	Emily Fisher				
Indexes:					
Code sections:					
Attachments:	McCulloch Utility Rehab - DRR McCulloch Utility Rehab Project Location Map				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action regarding a professional services contract with Kimley Horn and Associates, Inc. in amount of \$839,800 and a Resolution Declaring Intention to Reimburse certain expenditures with proceeds from debt for the McCulloch Utility Rehabilitation project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: This project includes the rehabilitation of water and wastewater lines in the Southgate area, in the vicinity of Arizona Street, Phoenix Street, Carolina Street, and Georgia Street. The sanitary sewer lines are in need of replacement due to an increase in service disruptions caused by deteriorating lines, shallow lines, and poor access to mains located near back lot lines. The water distribution lines are in need of replacement due to an increase in service disruptions caused by deteriorating lines and inadequate fire protection due to the existence of smaller lines within the respective area.

Budget & Financial Summary: Budget in the amount of \$2,822,000 and \$3,770,000 are included in the Water and Wastewater Capital Improvement Projects Funds, respectively. Current Water and Wastewater appropriations total \$1,130,120 with \$3,496.48 expended or committed to date, leaving a total balance of \$1,126,623.52 for this contract and related expenditures. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this project because the long term debt projected to be issued for this project has not yet been issued. The debt for the project is scheduled to be issued later this fiscal year.

Attachments:

1. Contract No. 19300521 (on file with the City Secretary's Office)
2. Project Location Map
3. Debt Reimbursement Resolution

RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$6,592,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 13th DAY OF June, 2019.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

(Seal)

APPROVED:

A handwritten signature in black ink, appearing to be 'J. P. G.', written over a horizontal line.

McCall, Parkhurst & Horton L.L.P.
Bond Counsel

Exhibit "A"

The projects to be financed that are the subject of this Statement are:

McCulloch Utility Rehabilitation

This project includes the rehabilitation of water and wastewater lines in the Southgate area, in the vicinity of Arizona Street, Phoenix Street, Carolina Street, and Georgia Street. This project is included in both the Water and Wastewater Capital Improvement Budgets.

The sanitary sewer lines are in need of replacement due to an increase in service disruptions caused by deteriorating lines, shallow lines, and poor access to mains located near back lot lines.

The water distribution lines are in need of replacement due to an increase in service disruptions caused by deteriorating lines and inadequate fire protection due to the existence of smaller lines within the respective area.



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