



College Station, TX

**Meeting Agenda
City Council Regular
1101 Texas Ave, College Station, TX 77840
Internet: <https://zoom.us/j/99795561409>
Phone 888 475 4499 and Meeting ID: 997 9556 1409**

May 27, 2021

4:00 PM

City Hall Council Chambers

This meeting will offer both in-person and remote participation following both the City's Guidelines for in-person and virtual attendance as adopted May 13, 2021, and the speaker protocol in the agenda. Capacity in Council Chambers is limited and those signing up to speak will have reserved seating. In the event maximum capacity is reached citizens may attend the meeting virtually as provided on the meeting agenda. The city uses a third-party vendor to help host the meeting and if the call-in number is not functioning access will be through the internet link only.

- 1. Call to Order.**
- 2. Executive Session is Closed to the Public and Will Be Held in the Administrative Conference Room. The Open Meeting Will Resume No Earlier Than 5:00 PM.**

Consultation with Attorney {Gov't Code Section 551.071};

Possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed.

Litigation

- a. 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
- b. 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
- c. 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
- d. City of College Station v. Brazos Re Investors Group, LLC. Cause No.612-CC; In the County Court at Law No. 1 of Brazos County, Texas.

Legal Advice

- a. Legal advice concerning conflicts of interest and other ethics requirements.

Personnel {Gov't Code Section 551.074};

Possible action. The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

- a. City Manager
- b. Council Self-Evaluation

Competitive Matters {Gov't Code Section 551.086};

Possible action. The City Council may deliberate, vote, or take final action on a competitive matter as that term is defined in Gov't Code Section 552.133 in closed session. The following is a general representation of the subject matter to be considered:

- a. Power Supply

3. Reconvene from Executive Session and Take Action, if Any.**4. Pledge of Allegiance, Invocation, and Consider Absence Request.**Speaker Protocol

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

5. Workshop Items.

- 5.1. Presentation, discussion, and possible action regarding building, land use, and other options to preserve the integrity of neighborhoods.

Sponsors: Michael Ostrowski

Attachments: None

- 5.2. Presentation, discussion, and possible action related to the feasibility survey findings of a College Station Community Recreation Center in collaboration with the YMCA of Greater Williamson County.

Sponsors: Steve Wright

Attachments: None

6. Presentation - Proclamations, Awards, and Recognitions.

- 6.1. Presentation of Historic Marker 106 by the Historic Preservation Committee to the Vincent family for their residence at 314 Pershing Avenue.

Sponsors: HPC Chairperson Gerald Burgner

Attachments: None

- 6.2. Recognition of Historic Texas Cemetery certificates from the Texas Historical Commission by the Historic Preservation Committee.

Sponsors: HPC Chairperson Gerald Burgner

Attachments: None

7. Hear Visitors.

During Hear Visitors an individual may address the City Council on any item which does not appear on the posted agenda. The City Council will listen and receive the information presented by the speaker, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concern shall be directed to the City Manager.

8. Consent Items.

Presentation, discussion, and possible action on consent items which consist of ministerial or "housekeeping" items as allowed by law. A Councilmember may request additional information at this time. Any Councilmember may remove an item from Consent for discussion or a separate vote.

- 8.1. Presentation, discussion, and possible action of minutes for:

- May 13, 2021 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM051321 DRAFT Minutes

- 8.2. Presentation, discussion, and possible action regarding the second and final renewal of a general service contract for city-wide mowing and landscape maintenance to Green Teams, Inc. with a not to exceed amount of \$1,108,394.

Sponsors: Pete Caler

Attachments: 1. 19300409R2_--_BW_(CC5.27.21) renewal letter signed

- 8.3. Presentation, discussion, and possible action regarding the award of the Annual Concrete Curb, Gutter and Flatwork installation to Larry Young Paving, Inc. in an amount not to exceed \$3,455,000 to maintain City infrastructure.

Sponsors: Pete Caler

Attachments: 1. 21-033 Bid Tabulation

- 8.4. Presentation, discussion, and possible action on a five (5) year lease agreement with Texas Commercial Waste for refuse containers for an annual estimated expenditure of \$217,012.80 and a total contract value of \$1,085,064.

Sponsors: Pete Caler

Attachments: 1. Container Lease Agreement No.21300465

- 8.5. Presentation, discussion, and possible action on an ordinance amending Chapter 38 "Traffic and Vehicles," Article VI, "Traffic Schedules," Section 38-1011 "Traffic Schedule XI" to not allow U-turns on Nueces Drive near FM 2818.

Sponsors: Troy Rother

Attachments: 1. CH 38 No U-turn Nueces Ord
2. Map - no U-turn on Nueces Drive

- 8.6. Presentation, discussion, and possible action regarding a development agreement between the City of College Station and OGG Greens Prairie Investors, Inc. for the cost participation by OGG Greens Prairie Investors, Inc. in the City's Greens Prairie Road Phase 2 Widening Project.

Sponsors: Emily Fisher

Attachments: 1. Project Map
2. FINAL GPR Diamondback Dr Participation Agreement wExhibits_10-26-2020

- 8.7. Presentation, discussion, and possible action regarding an ordinance to rename Royder Road to Old Royder Road from the realigned roadway to Victoria.

Sponsors: Emily Fisher

Attachments: 1. Exhibit Map
2. Ordinance (Royder Phase 2)_rev_4-30-2021

- 8.8. Presentation, discussion, and possible action regarding an agreement between the City of College Station and Union Pacific Railroad Company to reconstruct and widen the existing permitted Rock Prairie railroad crossing.

Sponsors: Emily Fisher

Attachments: 1. Project Map
2. 1621-25 Public Highway At Grade Crossing-signal revised

- 8.9. Presentation, discussion, and possible action regarding the appointments of the Board of Directors for Rock Prairie Management District No. 2.

Sponsors: Tanya Smith, Aubrey Nettles

Attachments: 1. City of College Station Letter Requesting Appointment of Directors (5-13-21) RPMD2
2. Biographical Sketch - Logan Lee (RPMD 2)
3. Biographical Sketch - Samuel Kerbel (RPMD 2)

- 8.10. Presentation, discussion, and possible action on an ordinance amending Chapter 6 Animals, Sections 1 and 12 regarding the sale of dogs and cats.

Sponsors: Chris Perkins

Attachments: 1. CH 6 Animals Pet Store Ordinance

9. Regular Items.

- 9.1. Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 20-foot wide, 2,775 square foot Public Utility Easement lying within the Samuel Davidson League, Abstract No.13, being a portion of the remainder of a called 171.043 acre tract described as Tract One by a deed to Creek Meadows Partners, L.P. recorded in Volume 7068, Page 220, of the Official Records of Brazos County, Texas.

Sponsors: Erika Bridges

Attachments: 1. Ordinance
2. Ordinance Exhibit A
3. Vicinity Map
4. Location Map
5. Application

9.2. Presentation, discussion, and possible action regarding a resolution to support and authorize the submission of a grant application to the Texas Department of Transportation to implement the George Bush Drive (FM 2347) Separated Bike Lanes Project.

Sponsors: Venessa Garza

Attachments: 1. Map (FM 2347)
2. FM 2347 Resolution

9.3. Presentation, discussion, and possible action regarding a resolution to support and authorize the submission of a grant application to the Texas Department of Transportation to implement the Harvey Mitchell Parkway (FM 2818) Shared-use Path Project.

Sponsors: Venessa Garza

Attachments: 1. Map (FM 2818)
2. FM 2818 Resolution

9.4. Presentation, discussion, and possible action regarding a Semi-Annual Report on System-Wide Impact Fees for Water, Wastewater, and Roadway.

Sponsors: Carol Cotter

Attachments: 1. Impact Fee Semi-Annual Report with Attachments

10. Council Calendar - Council May Discuss Upcoming Events.

11. Items of Community Interest.

The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

12. Council Reports on Committees, Boards, and Commissions.

A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

13. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items.

A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

Adjourn.

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on May 21, 2021 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."

May 27, 2021

Item No. 5.1.

Building, land use, and other options to preserve the integrity of neighborhoods.

Sponsor: Michael Ostrowski, Director of Planning and Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding building, land use, and other options to preserve the integrity of neighborhoods.

Relationship to Strategic Goals:

Neighborhood Integrity

Recommendation(s): Provide direction on which options staff should explore further.

Summary: At the March 11, 2021, City Council meeting, the City Council requested discussion on other options beyond the Neighborhood Conservation Ordinance that the City could consider to help preserve or promote neighborhood integrity. Staff will present several building, land use, and other options for the City Council to consider.

Budget & Financial Summary: N/A

Attachments:

None

May 27, 2021
Item No. 5.2.
YMCA Survey Results

Sponsor: Steve Wright

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action related to the feasibility survey findings of a College Station Community Recreation Center in collaboration with the YMCA of Greater Williamson County.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Neighborhood Integrity

Recommendation(s): None at this time.

Summary: Staff will present a high-level overview of the survey results conducted by FourSquare in 2020. The firm was hired to review the market readiness of a community recreation center. The discussion will highlight technique, targeted area and results.

Budget & Financial Summary:

None at this time.

Attachments:

None

May 27, 2021
Item No. 6.1.
Historic Marker 106 to 314 Pershing Avenue

Sponsor: HPC Chairperson Gerald Burgner

Reviewed By CBC: Historic Preservation Committee

Agenda Caption: Presentation of Historic Marker 106 by the Historic Preservation Committee to the Vincent family for their residence at 314 Pershing Avenue.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Council should receive this presentation.

Summary: Requested by HPC Chairperson Gerald Burgner.

Budget & Financial Summary: None.

Attachments:

None

May 27, 2021
Item No. 6.2.
State Historic Cemetery Certificates

Sponsor: HPC Chairperson Gerald Burgner

Reviewed By CBC: Historic Preservation Committee

Agenda Caption: Recognition of Historic Texas Cemetery certificates from the Texas Historical Commission by the Historic Preservation Committee.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Council should receive this presentation.

Summary: The Historic Preservation Committee has undertaken the documentation of certain individuals interred in the College Station Cemetery located on Texas Avenue. During that research, it was discovered that there were two older sections of that cemetery that preceded the current City of College Station Cemetery - Shiloh Cemetery and Salem Cemetery, both of which are managed by the City within the College Station Cemetery proper. The HPC applied for, and received, individual designations as a Historic Texas Cemetery for all three sections from the Texas Historical Commission.

Budget & Financial Summary: None.

Attachments:

None

May 27, 2021
Item No. 8.1.
Council Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:

- May 13, 2021 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM051321 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
VIA TELECONFERENCE
CITY OF COLLEGE STATION
MAY 13, 2021

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick
John Crompton
Linda Harvell
Elizabeth Cunha
John Nichols
Dennis Maloney

City Staff:

Bryan 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 Meeting of the College Station City Council was called to order by Mayor Mooney via Teleconference at 4:01 p.m. on Thursday, May 13, 2021, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.074-Personnel, §551.086-Competitive Matters, and §551.087-Economic Incentive Negotiations, the College Station City Council convened into Executive Session at 4:01 p.m. on May 13, 2021, in order to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation, to wit:
- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
 - McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas
 - City of College Station v. Gerry Saum, Individually, and as Independent Executrix of the Estate of Susan M. Wood, Deceased; Cause No. 17-002742-CV-361; In the 361st District Court, Brazos County, Texas

- City of College Station v. Brazos Re Investors Group, LLC. Cause No.612CC; In the County Court at Law No. 1 of Brazos County, Texas.

B. Consultation with attorney to receive legal advice; to wit:

- Legal advice concerning conflicts of interest and other ethics requirements.

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

- City Manager
- Council Self-Evaluation
- City Attorney

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

- Power Supply

E. 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:

- Economic incentives for potential projects located generally in the area southeast of the intersection of Rock Prairie Road and State Highway 6 in College Station.

Executive Session recessed at 5:11 p.m.

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

No vote or action was taken in Executive Session.

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

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to accept Mayor Mooney's absence request for April 8, 2021. The motion carried unanimously.

5. Workshop Items

5.1. Presentation, discussion, and possible action regarding a presentation of the Northgate District Study and Operations Plan.

Debbie Eller, Community Services Director, presented an overview of the scope of the project, issues identified to be study, and resulting implementation items and recommendations made by the consultant team. Funding for the Northgate District Study and Operations Plan was included in the FY2018 budget. Responses to an RFP released in January 2019 were evaluated and WGI (Big Red Dog) was selected as the consultant.

Key Issues

- Operations – Day-to-Day & Late Night
- Design Elements
- Pedestrian & Roadway Issues

- Wayfinding
- TNC Operations/Commercial Loading
- Public Areas
- Planning Level Considerations
- Parking Supply, Demand, & Pricing

Funding Options

- Revenue – Current
- Revenue – Possible Changes
- TAMU Parking Rate Comparison
- Allocate Incremental Growth of Property Values
- Public Improvement District (PID)*
- Tax Increment Revitalization Zone (TIRZ)

Council Consideration

- Adopt the Northgate Mobility Study and Operational Plan
- Provide guidance on priorities
- Path for moving forward

Council directed staff to move forward on the implementation of the Northgate District Study Plan as presented.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to adopt the Northgate Mobility Study and Operational Plan as presented. The motion carried unanimously.

5.2. Presentation, discussion, and possible action regarding the FY21 proposed debt issuance.

Mary Ellen Leonard, Finance Director, presented the status of the proposed FY21 debt issuance, the proposed issuance parameters, and some options related to changes in the FY21 debt issuance. The ordinances related to the parameters for issuance of certificates of obligation, series 2021 are scheduled to be brought to Council for approval on June 10, 2021. Mrs. Leonard explained that staff has strategically evaluated the impact of the series 2021 Certificates on the City's ability to meet debt service requirements and the effect they may have on the ad valorem tax rate. The project savings and rescheduling have resulted in a change in the parameters as originally budgeted.. Also, the impact on the tax rate and utility rates has been reviewed based on the most current information and will continually be reviewed as part of budget preparation. The recommendation is to move forward with this issuance with the revised parameters as presented

Public Debt Management Strategy

Establish Policies- Step 1

- Budget and Finance Policy reviewed and approved by Council during Budget annually including:
 - ✓ Minimize risks and borrowing costs
 - ✓ Maintain maximum borrowing period
 - ✓ Maintain high rating
 - ✓ Consistent debt tax rate unless directed by Council

Gather Needs - Step 2

- Maintain comprehensive list of community needs
- Schedule projects to meet existing resources
- Review needs on a regular basis

Evaluate Resources - Step 3

- One penny on debt rate finances \$12-\$13M of capital needs
- Know timing of debt repayments
- Evaluate refinancing at each availability

Evaluate Strategy - Step 4

- Maintain long-term forecast (10+ years)
- Adjust schedule for changes in needs and timing projections

MOTION: Upon a motion made by Councilmember Crompton and a second by Councilmember Maloney, the City Council voted three (3) for and four (4) opposed, with Mayor Mooney, Councilmembers Cunha, Harvell, and Nichols voting against, to remove the Greens Prairie Road from the FY21 Debt Issuance and apply that amount of funding to the proposed Southeast Ball Park making up any shortfall in the ballpark with HOT funds. The motion failed.

MOTION: Upon a motion made by Councilmember Nichols and a second by Mayor Mooney, the City Council voted three (3) for and four (4) opposed, with Councilmembers Cunha, Brick, Maloney, and Crompton voting against, to approve the FY21 proposed debt issuance. The motion failed.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Nichols, the City Council voted six (6) for and one (1) opposed, with Councilmembers Cunha voting against, to approve the FY21 proposed debt issuance with the park being high priority. The motion carried.

5.3. Presentation, discussion, and possible action regarding options for the Lick Creek Hike and Bike Trail crossing at Midtown Drive.

Emily Fisher, Assistant Director Capital Projects, presented options for the Lick Creek hike and bike trail at Midtown Drive. The underpass crossing opened in 2019, and since then, there has been an increase in silt deposits on the trail underneath the bridge. Staff has researched various options to improve or move the crossing and the associated costs.

Option 1 – Raise Trail

- Raise trail 2 feet to maintain clearance
- Install clearance signs
- \$100,000 - \$120,000

Option 2 – At Grade Crossing

- Bring trail up to Midtown Drive
- Install pedestrian median refuge
- Electrical work for Rapid Flashing Beacon (RFB)
- \$250,000 - \$300,000

Mayor recognized a consensus of Council and directed staff to move forward with Option 2 to raise the trail.

5.4. Presentation, discussion, and possible action regarding an ordinance amending Chapter 6 Animals, Sections 1 and 12 regarding the sale of dogs and cats.

Chris Perkins, College Station Police Department, stated that this item was requested by Council at the February 11th meeting. The proposed ordinance would prohibit pet stores from selling dogs and cats unless they were obtained from a city or county animal shelter or rescue organization. Mr. Perkins explained that we join a growing list of more than 370 other localities and three states that have legislated similar bans. In Texas, we join San Antonio, Austin, Fort Worth, The Colony, El Paso, and Waco to name a few. Currently, HB1818 is advancing through the Texas Legislature which is very similar to the proposed amendment and ordinance. The proposed ordinance does not affect private sales by breeders.

Proposed Additions - Section 6.1 – Definitions

- Animal Rescue Organization - a nonprofit established for the purpose of providing a safe harbor for animals and adopting them to responsible persons.
- Pet Shop or Store - a brick-and-mortar establishment where animals are kept or stored for sale.

Proposed Ordinance - Section 6.12. – Sale of Animals

- Ordinance would be amended to state that a pet shop or store shall not sell or transfer a dog or cat unless it was obtained from a city or county animal shelter or rescue.
- Pet shops or stores would be required to clearly display the name, address, and contact information of the shelter or rescue from which the animal was obtained. Additionally, the shop or store would be required to retain those records for a period of 3 years after the sale.
- The outdoor sale of animals will continue to be prohibited (as per current ordinance).

At approximately 7:38 p.m., Mayor Mooney opened for Citizens Comments.

Judy LeUnes, College Station, came before Council to speak in favor of this item. She believes that banning these sales will support more humane treatment of animals and provide better pets overall.

Stephanie Walker, Bryan, came before Council to support this item and encourage its passage as presented.

Tyra Watts, Bryan, came before Council in support of the proposed ordinance. Ms. Watt spoke about the former “Puppy Station” located in the Post Oak Mall which was closed.

Arnold LeUnes, College Station, came before Council to support the proposed ordinance and stated that passing this ordinance will increase the quality of life in College Station

Martha Trotter, Bryan, stated she is support of the proposed ordinance amending Chapter 6 Animals, Sections 1 and 12 regarding the sale of dogs and cats.

There being no comments, the Citizens Comments was closed at 7:50 p.m.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, move forward with the draft proposed ordinance amending Chapter 6 Animals, Sections 1 and 12 regarding the sale of dogs and cats as presented. The motion carried unanimously.

At 7:52 p.m., the Mayor recessed the Council meeting.

The Council meeting reconvened at 8:00 p.m.

6. Presentation - Proclamations, Awards, and Recognitions.

6.1. Mayor Mooney presented a proclamation proclaiming May 2-8, 2021 as Municipal Clerks Week.

6.2. Mayor Mooney presented a proclamation to the Public Works Department, proclaiming May 16-22, 2021 as National Public Works Week.

6.3. Mayor Mooney presented a proclamation proclaiming May as National Bike Month.

7. Hear Visitors Comments

Ashton Shinedling, College Station, came before Council to share his thoughts on Section 8 Housing and how this type of housing does not need to be in student and family neighborhoods. He stated that Section 8 Housing increases crime in these areas and he proposed different ideas to help eliminate crime in student and family-owned neighborhoods.

8. CONSENT ITEMS

Presentation, discussion, and possible action on consent items which consist of ministerial or "housekeeping" items as allowed by law: A Councilmember may request additional information at this time. Any Councilmember may remove an item from the Consent Agenda for a separate vote.

No items were pulled for discussion.

8.1. Presentation, possible action, and discussion of minutes for:

- **April 19, 2021 Special Meeting**
- **April 22, 2021 Workshop Meeting**
- **April 22, 2021 Regular Meeting**

8.2. Presentation, discussion, and possible action on contract renewal 2 for the annual price agreement of Equipment Rental for all City departments. The total recommended award is for One Hundred Fifty Thousand and zero cents (\$150,000) for the Annual Price Agreement for the Rental of Equipment from Mustang Rental Services.

8.3. Presentation, discussion, and possible action regarding approval of the City's Annual Price Agreements for Electric Warehouse Inventory of Di Electric Switchgears with an estimated annual expenditure in the amount not to exceed \$2,351,155 awarded to Techline, Inc.

8.4. Presentation, discussion, and possible action regarding Resolution No. 05-13-21-8.4 directing the Tax Office to calculate the voter-approved rate in the manner provided for a special taxing unit affected by a disaster declaration.

8.5. Presentation, discussion, and possible action to approve the provision of services by Global Payments Direct, Inc. for Merchant Card and Credit Card Payment Processing Services by approving Renewal No. 2 and Amendment No. 3 for a total estimated annual expenditure amount of \$365,000.

8.6. Presentation, discussion, and possible action regarding the award of RFP 21-021, Electric Underground Construction and Maintenance Services as Assigned for a total not to exceed amount of \$750,000 to the Infratech Corporation.

8.7. Presentation, discussion, and possible action on agreements with Kudelski Security, Inc. for the annual IT penetration testing services for an amount not to exceed \$90,210; on a three-year agreement with Kudelski Security, Inc. for Security Operations Center (SOC) services not to exceed \$264,690, with both agreements totaling \$354,900; and on a zero-dollar mutual non-disclosure agreement with Kudelski Security, Inc.

8.8. Presentation, discussion, and possible action regarding approval of the City's Annual Price Agreements for Electric Warehouse Inventory of Distribution Conductor with estimated annual expenditure in the amount not to exceed \$1,264,275, awarded to Techline, Inc.

8.9. Presentation, discussion, and possible action regarding the second lease amendment with JAR Capital Investments, LLC, amending the original lease by extending the term for leased space at 511 University Drive East.

8.10. Presentation, discussion, and possible action regarding a construction contract in the amount of \$143,576.80 with Brazos Paving, Inc. for the Northgate Bollard project.

8.11. Presentation, discussion, and possible action regarding Change Order No. 1 in the amount of \$126,859.60 to the construction contract with Elliott Construction for the Woodson Village Rehabilitation project.

8.12. Presentation, discussion, and possible action regarding Change Order No. 1 deducting the amount of \$87,395.36 from the professional services contract with Freese and Nichols, Inc. for the Lick Creek Trunkline Project.

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

9. REGULAR ITEMS

9.1 Presentation, discussion, and possible action regarding a request for financial support from Unlimited Potential to purchase and rehabilitate the property at 1115 Anderson to be utilized as a facility that would provide supportive services to young adults who have aged out of the foster care system, to include mentoring, life skills development, and transitional housing.

Debbie Eller, Community Services Director, stated that the mission of Unlimited Potential (UP) is to support former foster youth to become independent and successful adults through position relationships, individualized support and education, and connection with community resources. The vision is a future in which foster youth are empowered to reach their full potential. Mrs. Eller explained that the UP began in 2014 under the Court Appointed Special Advocate program, serving both current and former foster youth ages 16 - 24. Receiving its non-profit status in May of 2018, UP narrowed its focus to serve only former foster youth ages 18 - 25. Originally envisioned strictly as a mentoring program, it has quickly grown into much more.

Each year 1,500 Texas youth leave the foster care system after they turn 18. Often without any support from family or friends, former foster youth are on their own to navigate independence and adulthood. Statistics show that after reaching the age of 18:

- 20% of the youth will become homeless
- Only 1 out of 2 will have some form of gainful employment by the age of 24
- 7 out of 10 girls will become pregnant by the age of 21
- 30% of all Texas foster youth leave foster care with a diagnosis of Post-Traumatic Stress Disorder (PTSD)
- Less than a 3% chance these young adults will earn a college degree
- Within 2 years of aging out of the system, 25% will become involved with the criminal justice system

Mrs. Eller went on to say that other local program is dedicated to former foster youth facing these daunting numbers. By helping with housing, offering important life skills, education, and providing a stable, positive, adult mentor, UP can mitigate the problems that plague foster youth. If Council will consider providing direction to staff to work with Unlimited Potential in preparing a full application to be considered for approval by Council and then for submission to the U. S. Department of Housing and Urban Development for a Section 108 loan to facilitate this project. Application preparation will include full project information, form of assistance, organization arrangements, financial underwriting, construction estimates and timeline, and documentation of compliance with federal program requirements.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to approve a request for financial support from Unlimited Potential to purchase and rehabilitate the property at 1115 Anderson to be utilized as a facility that would provide supportive services to young adults who have aged out of the foster care system, to include mentoring, life skills development, and transitional housing. The motion carried unanimously.

9.2 Presentation, discussion, and possible action regarding an appointment to the Brazos Valley Economic Development Corporation.

Tanya Smith, City Secretary, stated that Johnny Burns currently serves as College Station's citizen appointee to the Brazos Valley Economic Development Corporation. Mr. Burns' term expires May 2021. This is a 3-year term, and the Council may reappoint or discuss recommendations by Council. Also, at the January 14, 2021, Council Meeting during the Appointments of Councilmembers to Boards and Committees item, Councilmember Dennis Maloney was reappointed to the Brazos Valley Economic Development Corporation at that time.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to appoint Caleb Holt to the Brazos Valley Economic Development Corporation. The motion carried unanimously.

9.3 Presentation, discussion, and possible action regarding Ordinance No. 2021-4262 amending Chapter 6, Sec. 6-147 regarding keeping of fowl within the city limits.

Billy Couch, Police Chief, stated Council requested information from staff pertaining to the keeping of fowl in the city limits of College Station and the recommendations come from a previous presentation at a workshop.

Council recommendations

- Consider enclosure range of 50 feet from neighboring residential structures
- Consider limitations on number of fowl maintained in enclosure.

Keeping Fowl in Enclosures

- Any enclosure that houses fowl must be at least 50 feet from any dwelling other than the dwelling occupied by the owner of the fowl
 - ✓ Any enclosure at 50 to 100 feet may house up to 6 fowl.
 - ✓ Any enclosure greater than 100 feet may house up to 12 fowl.

Nuisance section added

- *Nuisance.* A person commits an offense and it is declared a nuisance and may be enforced 5,000 feet outside the City limits, if a person keeps fowl in any way that creates odor, unreasonable noise that would annoy or disturb a person of ordinary sensibilities, attracts pests, or endangers the health, safety, comfort or repose of any person.

MOTION: Upon a motion made by Councilmember Cunha and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2021-4262, amending Chapter 6, Sec. 6-147 regarding keeping of fowl within the city limits. The motion carried unanimously.

9.4 Presentation, discussion, and possible action regarding adoption of the 2021 Council Strategic Plan.

Bryan Woods, City Manager, stated that the 2021 update to the City Council Strategic Plan has been prepared in accordance with Council discussion and direction at the Council Retreat held on February 5, 2021. The proposed plan includes some modifications to reflect Council priorities and includes FY 22 strategies under each of the goal areas. Mr. Woods explained that the proposed list of FY 22 strategies was presented to Council during a Workshop presentation on April 22, 2021.

Brian Piscacek, Assistant to the City Manager, presented the following revisions:

Content Revisions

Good Governance

- The city will televise, **livestream, and record** council ~~workshop and regular~~ meetings.
- **In light of the COVID-19 pandemic, the city will implement strategies to safely and effectively engage with the public.**

Financial Sustainability

- ~~The city will share information and communicate with citizens about the city's fiscal issues through various media outlets.~~

Core Services & Infrastructure

- The city will explore potential partnerships to enhance core services.
- ~~The city will share information and communicate with citizens about core services and infrastructure through owned, earned and paid media.~~

Neighborhood Integrity

- The city has reduced ~~strives to mitigate~~ the negative impacts of neighborhood neglected properties.
- The city will continue to support and partner with homeowner and neighborhood associations to ~~proactively~~ address their issues and concerns ~~priorities and interests~~.

Diverse & Growing Economy

- The city will support efforts to expand and enhance broadband ~~internet~~ services.
- ~~The city will maintain comparable utility rates.~~
- ~~The city will protect properties from crime and property damage.~~
- The city will promote the College Station brand through business recruitment and destination marketing efforts.
- The city will continue to develop and promote signature events, features, and venues for residents and visitors.

Improving Mobility

- The city will ensure that streets have features that promote pedestrian ~~and bicycle~~ safety.

Sustainable City

- The city will invest in co-production in service delivery where applicable.
- The city will identify strategies to utilize publicly owned land for future investments.

Proposed FY 22 Strategic Initiatives

Good Governance

- Evaluate the existing boards and commissions to supplement city efforts for outreach and guidance.
- Strengthen partnerships with TAMU and the TAMU System and identify ways for further collaboration.
- Enhance volunteer engagement to promote safe and successful activities and events.

Financial Sustainability

- Ensure the proper application of all applicable sales tax revenues as online retail growth continues.
- Respond effectively to the operational and fiscal challenges related to the COVID-19 pandemic.

Core Services & Infrastructure

- Identify potential partnerships to provide “quality of life” amenities.
- Support local transit authority operations.

Neighborhood Integrity

- Support proactive solutions to neighborhood concerns or issues.
- Examine prospective scenario from the adopted 10-Year Comprehensive Plan Evaluation & Appraisal Report and its effect on neighborhood redevelopment

Diverse & Growing Economy

- Expand and enhance broadband internet services.
- Pursue investments in tourism and hospitality, encouraging business growth and visitor stays.
- Promote the College Station brand.
- Develop and promote signature events, features, and venues for residents and visitors.

Improving Mobility

- Expand multi-modal alternatives to mitigate increasing traffic congestion.
- Promote a well-connected system of residential streets.

Sustainable City

- Encourage investments in publicly owned land to benefit future generations of residents and visitors.
- Efficiently utilize existing resources for significant short- and medium-term impact, leading to long-term value.
- Examine ways to utilize co-production for service delivery.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, adoption of the 2021 Council Strategic Plan. The motion carried unanimously.

9.5 Presentation, discussion, and possible action regarding Ordinance No. 2021-4263 consenting to and extending the Mayor's renewal of a disaster declaration due to public health emergency.

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

MOTION: Upon a motion made by Mayor Mooney and a second by Councilmember Harvell, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2021-4263, consenting to and extending the Mayor's renewal of a disaster declaration due to public health emergency. The motion carried unanimously.

9. Council Calendar

Council reviewed the calendar.

10. Council Reports on Committees, Boards, and Commission: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

Councilmember Harvell reported on Historic Preservation Committee.

11. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items: A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

No future Agenda Items were discussed.

The College Station City Council reconvened into Executive Session at 9:20 p.m. on May 13, 2021, in order to continue discussing matters listed above in the minutes.

Executive Session recessed at 10:11 p.m. no vote or action was taken in Executive Session.

12. Adjournment.

There being no further business, Mayor Mooney adjourned the Meeting of the City Council at 10:11 p.m. on Thursday, May 13, 2021.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

May 27, 2021
Item No. 8.2.
City Wide Landscape Maintenance Contract

Sponsor: Pete Caler, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the second and final renewal of a general service contract for city-wide mowing and landscape maintenance to Green Teams, Inc. with a not to exceed amount of \$1,108,394.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends renewal of contract 19300490-Renewal #2 to Green Teams, Inc. in the amount of \$1,108,394 for city-wide mowing and landscape maintenance.

Summary: In 2019 staff solicited proposals for all of the City's mowing and landscape maintenance services (except regional parks and athletic fields). Request 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

Six vendors responded to RFP 19-021. 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 \$1,108,394. This is the second of two possible renewals.

Budget & Financial Summary: Operation and maintenance funds are budgeted in the General Fund (Streets, Facilities and Parks), Electric Fund, and Water/Wastewater Funds for citywide mowing needs.

Attachments:

1. 19300409R2_--_BW_(CC5.27.21) renewal letter signed



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 19300490R2 PROJECT#: _____ BID/RFP/RFQ#: 19-021

Project Name / Contract Description: Annual Landscaping Maintenance and Mowing

Name of Contractor: Green Teams, Inc

CONTRACT TOTAL VALUE: \$ 1,108,394.00 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 # 2 ☐ 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 is available in the appropriate budget line items for all of the funds relating to this contract.

CRC Approval Date*: N/A (If required)* Council Approval Date*: 5/27/21 Agenda Item No*: _____

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

Insurance Certificates: RU Performance Bond: N/A Payment Bond: N/A Info Tech: N/A

SIGNATURES RECOMMENDING APPROVAL

Peter Caler 4/14/2021
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

LEGAL DEPARTMENT DATE

ASST CITY MGR – CFO DATE

APPROVED & EXECUTED

CITY MANAGER DATE

N/A

MAYOR (if applicable) DATE

N/A

CITY SECRETARY (if applicable) DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____



CONTRACT # 19300490 RENEWAL 2 ACCEPTANCE

As indicated by the signatures below, the Parties acknowledge and agree to RFP#19-021, Renewal #2, Mowing and Landscape Services for the City of College Station, in accordance with all terms and conditions previously agreed to and accepted and as revised in the new contract, for an amount not to exceed One Million One Hundred Eight Thousand Three Hundred Ninety-Four and 00/100 dollars (\$1,108,394.00). The Vendor contract renewal and pricing as proposed will become effective June 15, 2021, upon City Council review, approval and execution of this renewal and new contract.

The Parties understand that this renewal term will be for the period beginning June 15, 2021 through June 15, 2022. This is the final renewal for this contract.

GREEN TEAMS INC.

By: Len Gallagher
Printed Name: Len Gallagher
Title: CFO
Date: 4/14/2021

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Asst. City Manager/CFO
Date: _____

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/05/2021

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

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

PRODUCER The Nitsche Group 143 East Austin Giddings, TX 78942-3299 979 542-3666	CONTACT NAME: Lynn Thompson PHONE (A/C, No, Ext): 979 542-3666 FAX (A/C, No): E-MAIL ADDRESS: LynnT@TheNitscheGroup.com														
INSURED Green Teams Inc. 731 Industrial Blvd Bryan, TX 77803-2016	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1572 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 485">INSURER A : FCCI Insurance Company</td> <td data-bbox="1433 453 1572 485">10178</td> </tr> <tr> <td data-bbox="816 485 1433 516">INSURER B : Texas Mutual Insurance Company</td> <td data-bbox="1433 485 1572 516">22945</td> </tr> <tr> <td data-bbox="816 516 1433 548">INSURER C :</td> <td data-bbox="1433 516 1572 548"></td> </tr> <tr> <td data-bbox="816 548 1433 579">INSURER D :</td> <td data-bbox="1433 548 1572 579"></td> </tr> <tr> <td data-bbox="816 579 1433 611">INSURER E :</td> <td data-bbox="1433 579 1572 611"></td> </tr> <tr> <td data-bbox="816 611 1433 634">INSURER F :</td> <td data-bbox="1433 611 1572 634"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : FCCI Insurance Company	10178	INSURER B : Texas Mutual Insurance Company	22945	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			CPP10006458300	01/01/2021	01/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Drive Oth Car			CA10006458400	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$0			UMB10006458500	01/01/2021	01/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	0001118856	01/01/2021	01/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

** General Liability Information **

Job#: 1

Miscellaneous Coverage - Commercial Property - Pol.# CPP10006458300

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of College Station 1101 Texas Ave. PO Box 9960 College Station, TX 77840	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

DESCRIPTIONS (Continued from Page 1)

Form Information

Form: PFDEC Edt. Date: 01/01/97
Form Description: Comm Property Cov Part Supp Dec
Form: PFSCHED Edt. Date: 01/01/97
Form Description: Comm Property Cov Part Ext of Supp Dec
Form: PFMORT Edt. Date: 01/01/97
Form Description: Schedule of Mortgage Holders
Form: CP0010 Edt. Date: 10/01/12
Form Description: Building & Personal Property Coverage
Form: CP0090 Edt. Date: 07/01/88
Form Description: Commercial Property Conditions
Form: CP0140 Edt. Date: 07/01/06
Form Description: Excl Of Loss Due To Virus Or Bacteria
Form: CP0142 Edt. Date: 03/01/12 Form Description: Texas Changes
Form: CP1036 Edt. Date: 10/01/12
Form Description: Limitations On Covg For Roof Surfacing
Form: CP1030 Edt. Date: 09/01/17
Form Description: Causes Of Loss - Special Form
Form: CP1218 Edt. Date: 10/01/12
Form Description: Loss Payable Provisions
Form: CP1615 Edt. Date: 07/01/88 Form Description: Statement of Values
Form: CFR006 Edt. Date: 02/01/10
Form Description: Equipment Breakdown Coverage
Form: CFP022 Edt. Date: 06/01/16
Form Description: First Choice Contractors Prop W/Bi & Ee
Form: CFP033 Edt. Date: 01/01/12 Form Description: Texas Changes
** Workers Comp Information **
Blanket Waiver of Subrogation Form# WC420304B
Blanket 30 days NOC Form# WC420601

Miscellaneous Coverage - Business Automobile - Pol.# CA10006458400

Form Information

Form: CODEC Edt. Date: 10/01/13
Form Description: Common Policy Declarations
Form: FormSched Edt. Date: 01/01/97
Form Description: Schedule Of Forms And Endorsements
Form: TAXForm Edt. Date: 01/01/97
Form Description: Schedule Of Taxes, Surcharges Or Fees
Form: IL0003 Edt. Date: 09/01/08
Form Description: Calculation Of Premium
Form: IL0017 Edt. Date: 11/01/98
Form Description: Common Policy Conditions
Form: IL0021 Edt. Date: 09/01/08
Form Description: Nuclear Energy Liability Exclusion Endt
Form: IL011 Edt. Date: 01/01/15
Form Description: Amended Notice Of Cancel Provided By Us
Form: IL060 Edt. Date: 07/01/13
Form Description: Blanket Notification To Others Of Cancel
Form: CAU005 Edt. Date: 05/01/13
Form Description: TX-UM/UIM Cov Selection/Rejection
Form: AUDECCW Edt. Date: 10/01/13
Form Description: Business Auto Coverage Form Declarations
Form: LOSSPAYEE Edt. Date: 01/01/97
Form Description: Schedule Of Loss Payee(S)
Form: CA0001 Edt. Date: 10/01/13

DESCRIPTIONS (Continued from Page 1)

Form Description: Business Auto Coverage Form

Form: CA0196 Edt. Date: 10/01/13 Form Description: Texas Changes

Form: CA0243 Edt. Date: 11/01/13

Form Description: TX Changes - Cancellation And Nonrenewal

Form: CA0444 Edt. Date: 10/01/13

Form Description: Waiver Of Trnsfr Of Rghts Of Rcvry Agnst

Form: CA2109 Edt. Date: 10/01/13

Form Description: TX Uninsured/Underinsured Motorists Cov

Form: CA2264 Edt. Date: 10/01/13

Form Description: Texas Personal Injury Protection Endt

Form: CA2384 Edt. Date: 10/01/13

Form Description: Exclusion Of Terrorism

Form: CA9910 Edt. Date: 10/01/13

Form Description: Drive Other Car Cov-Broad Cov Named Ind

Form: CA9944 Edt. Date: 10/01/13 Form Description: Loss Payable Clause

Form: CA9995 Edt. Date: 10/01/13

Form Description: Texas Supplementary Death Benefit

Form: CAU002 Edt. Date: 01/01/15 Form Description: Driver Exclusion

Form: CAU058 Edt. Date: 05/01/19

Form Description: Auto First Choice Coverage Endorsement

Form: CAU082 Edt. Date: 01/01/15

Form Description: Automatic Insd Primary Non-Contributory

Form: 1UNWO7245N Edt. Date: 12/01/16 Form Description: Signature Page

**** Supplemental Name ****

First Supplemental Name applies to all policies - Green Teams, Inc.

Policy# CPP10006458300 - : Leonard and Diana Gallagher, Individually

Policy# UMB10006458500 - : Leonard and Diana Gallagher, Individually

Policy# UMB10006458500 - : Green Teams, Inc.

Policy# CA10006458400 - : Leonard and Diana Gallagher, Individually

Policy# CA10006458400 - : Green Teams, Inc.

Contract #19300490

As per policy provision, City of College Station, its officials, employees and volunteers, are listed as additional insured in regard to the auto and general liability policies as provided by additional insured endorsement. As per policy provision the general liability policy contains an endorsement with Primary and Noncontributory wording. A waiver of subrogation endorsement is provided to City of College Station, its officials, employees and volunteers, in regard to the auto, general liability and workers compensation policies as per policy provision. General liability, auto and workers compensation policies include(s) a 30 Days Notice of Cancellation endorsement providing 30 days advance notice if policy is canceled by the company other than for nonpayment of premium, or direct cancellation by named insured as per policy provision.

May 27, 2021

Item No. 8.3.

Annual Concrete Curb, Gutter and Flatwork Contract

Sponsor: Pete Caler, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the award of the Annual Concrete Curb, Gutter and Flatwork installation to Larry Young Paving, Inc. in an amount not to exceed \$3,455,000 to maintain City infrastructure.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

Recommendation(s): Staff recommends approval of the contract with Larry Young Paving, Inc. for an amount not to exceed \$3,455,000.

Summary: Sealed bids for ITB #21-033 were opened on March 25, 2021, with three bid responses received from Larry Young Paving, Inc., Brazos Paving, Inc., and Tucker Construction. Tucker Construction withdrew their bid. Larry Young Paving, Inc. is the lowest responsible bidder.

The term will be for the period beginning May 27, 2021, through May 26, 2022. There are two additional one-year renewals, for a possible total contract term of three years.

Budget & Financial Summary: Funding for the Annual Blanket Purchase Order for the Concrete Curb, Gutter and Flatwork Installation is available in the Roadway Maintenance and Water Services operational budgets.

Attachments:

1. 21-033 Bid Tabulation

**BID#21-033 PRELIMINARY TABULATION
FOR
APA FOR CURB, GUTTER FLATWORK**

Event Number	21-033	Organization	Brazos Valley e-Marketplace
Event Title	APA for Curb, Gutter and Flatwork	Workgroup	City of College Station
Event Description		Event Owner	Robyn Forsyth
Event Type	ITB	Email	rforsyth@cstx.gov
Issue Date	3/8/2021 03:02:56 PM (CT)	Phone	(979) 764-3437
Close Date	3/25/2021 11:00:00 AM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Response Total	
Larry Young Paving, Inc	Bryan	TX	3/24/2021 9:00:00 AM Manual	\$3,455,000.00	
Brazos Paving, Inc. (Prewitt)	Bryan	TX	3/25/2021 09:28:15 AM (CT)	\$3,624,350.00	

May 27, 2021

Item No. 8.4.

Texas Commercial Waste Container Lease Agreement

Sponsor: Pete Caler, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a five (5) year lease agreement with Texas Commercial Waste for refuse containers for an annual estimated expenditure of \$217,012.80 and a total contract value of \$1,085,064.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the agreement with Texas Commercial Waste for an annual estimated expenditure of \$217,012.80.

Summary: This item is to approve a lease agreement for a total of one thousand one hundred seventy-three (1,173) eight-yard, five (5) six-yard, one hundred fifty-eight (158) four-yard front-end loading containers; two (2) thirty-yard roll-off compactors and two (2) compactor monitoring systems used by the Solid Waste Division for commercial collection operations.

BID #21-036 was opened on April 1, 2021. One (1) bid was received and unsealed; Texas Commercial Waste being the sole respondent. The proposed bid is approximately \$8,000 less over the lifetime of the contract than the previous 5-year lease agreement. The monthly rate for six-yard and eight-yard containers as bid is \$13.90 per month, the rate for four-yard containers is \$6.90 per month, and the rate for the two (2) roll-off compactors with monitor systems is \$620.00 per month for an annual estimated expenditure of \$217,012.80 and a total contract value of \$1,085,064.00. The price includes delivery, storage of inventory, and maintenance of the containers.

The lease is for a five year period in order for the vendor to amortize the capital costs of the containers, thus reducing lease costs. Staff reviews the possibility of city ownership and maintenance on a yearly basis, but has determined it is not cost effective due to onetime costs, ongoing costs, and inadequate available storage and maintenance space. The lease arrangement is more cost effective than purchasing and maintaining new containers.

Budget & Financial Summary: The Container Lease Agreement is effective June 1st, 2021, and funds are available in the Solid Waste fund.

Attachments:

1. Container Lease Agreement No.21300465



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 21300465 PROJECT#: _____ BID/RFP/RFQ#: 21-036

Project Name / Contract Description: Front-end Load Container Lease Agreement

Name of Contractor: Texas Commercial Waste

CONTRACT TOTAL VALUE: \$ 1,085,064.00

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)

Request for Bid received one response; funding source is Solid Waste Fund 52140780; summary tabulation attached

CRC Approval Date*: 04/16/21 (If required)* Council Approval Date*: 05/27/21 Agenda Item No*: _____

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

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

SIGNATURES RECOMMENDING APPROVAL

Peter Caler
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

4/28/2021

DATE

John A. Haislet
LEGAL DEPARTMENT

4/30/2021

DATE

[Signature]
ASST CITY MGR – CFO

4/30/2021

DATE

APPROVED & EXECUTED

CITY MANAGER
NA

DATE

MAYOR (if applicable)
NA

DATE

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

CITY OF COLLEGE STATION REFUSE CONTAINER LEASE AGREEMENT

This non-exclusive Lease Agreement is by and between the **Lessee, City of College Station**, a Texas Home-Rule Municipal Corporation (the “City”), and the **Lessor, Texas Commercial Waste**, a Texas Corporation (the “Contractor”), for the lease of slant-top, front-end loading and roll-off refuse containers.

ARTICLE I LEASED PROPERTY

1.1 Containers. The Leased Property is **1338** slant-top, front-end loading and roll-off refuse containers (“Containers”) consisting of/ plus compactors and monitoring system:

- a. 158 Four (4) Cubic Yard Containers
- b. 5 Six (6) Cubic Yard Containers
- c. 1173 Eight (8) Cubic Yard Containers
- d. 2 Thirty (30) Cubic Yard Compactors
- e. Monitoring System for each Thirty (30) Cubic Yard Compactor

1.2 Container Specifications. All Containers must meet or exceed the Container specifications in **Exhibit A “Container Specifications”**. All Containers will remain the Contractor’s property.

1.3 Container Order. City shall place the initial Container order upon Agreement execution. Contractor will hold any excess Containers at its warehouse, until the City requests additional Containers, at no cost to the City. Excess Containers is the difference between the Container number initially delivered and the total number of Containers rented.

1.4 Container Delivery. Contractor shall deliver all Containers F.O.B. to City’s customer locations. The City shall submit a list of all customer locations to Contractor at Agreement execution for Container delivery by Contractor. Contractor shall notify the City in writing of the delivery dates.

1.5 Container Condition. Contractor shall maintain Containers in a good and useable condition without any major defects. Contractor shall replace any Containers with new Containers at the same rental rate at Contractor’s expense.

1.6 Container Return. City shall return all Containers to Contractor at the end of this Agreement in substantially the same condition the Containers were received less any reasonable wear and tear or reasonable damage to the Containers due to normal usage.

1.7 Container Replacement. City shall notify Contractor in writing of a Container location when it needs replacement, repair or is non-conforming or defective. Containers needing repair or replacement shall be picked up by Contractor from the customer location and new or replacement Containers delivered to the customer location at no additional charge. All new or replacement Containers must be delivered to the customer location before removal of the defective or non-conforming Containers.

1.8 Defective Containers. Any non-conforming or defective Containers may be rejected by City. The City's acceptance, inspection or approval of a Container does not constitute a waiver of any non-conformity or defect nor preclude Container replacement.

ARTICLE II PAYMENT AND TERM

2.1 Consideration. In consideration for the Container lease the City shall pay the Contractor monthly rental rate per Container multiplied by the total number of Containers. The yearly amount for this Agreement will not exceed \$1,085,064.00. The monthly rental rate for any Container leased is:

- a. \$6.90 Four (4) Cubic Yard Containers
- b. \$13.90 Six (6) Cubic Yard Containers
- c. \$13.09 Eight (8) Cubic Yard Containers
- d. \$260.00 per Thirty (30) Cubic Yard Compactors and Monitoring Systems
- e. \$50.00 per Monitoring System for Thirty (30) Cubic Yard Compactor

2.2 Invoice and Payment. Contractor shall submit monthly invoices to the City on or before the first day of each month. The City shall remit rental payments within thirty (30) days according to the Texas Prompt Payment Act from the date of the City's receipt of the Contractor's invoice.

2.3 Term. The Lease Agreement term is five (5) years. The five (5) year term begins on July 1, 2021 and ends on June 30, 2026. The initial Container delivery is on July 1, 2021. In the event a new Agreement cannot be executed at the end-date of the five (5) year term, this Agreement may continue on a month-to-month basis after the expiration of the five (5) year term at the same rental rates until a new Agreement is executed or the month-to-month term is terminated.

ARTICLE III INDEPENDENT CONTRACTOR

3.1 Independent Contractor. It is understood and agreed by the parties that the Contractor is an independent contractor. The City will not control the manner or the means of the Contractor's performance. The City will not be responsible for reporting or paying employment taxes or other

similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Agreement does not create a joint venture.

ARTICLE IV INSURANCE

4.1 The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its officers, agents, volunteers, and employees.

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

During the term of this Agreement Contractor's insurance policies shall meet the minimum requirements of this section.

4.3 Types. Contractor shall have the following types of insurance:

- (a) Commercial General Liability;
- (b) Business Automobile Liability; and
- (c) Workers' Compensation/Employer's Liability.

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

- (a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- (b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit C**; and shall be approved by the City before work begins.
- (c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- (d) The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
- (e) The City will not accept "claims made" policies.
- (f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

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

- (a) General Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement listing the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City’s review and acceptance.
- (e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

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

- (a) Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement listing the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- (d) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- (e) The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

4.7 Workers’ Compensation/Employer’s Liability Insurance. The following Workers’ Compensation Insurance shall include the following terms:

- (a) Employer’s Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required;
- (b) “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy; and
- (c) TEXAS must appear in Item 3A of the Workers’ Compensation coverage or Item 3C must contain the following: “All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY”.

ARTICLE V INDEMNIFICATION AND RELEASE

5.1 Indemnification. The Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's Container leasing. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

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

ARTICLE VI GENERAL TERMS

6.1 Performance. Contractor, its employees, and associates, shall perform all the leasing services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner. Contractor shall undertake and process work orders or replacements within one (1) business day of notifications by City.

6.2 Termination. The City may terminate this Agreement, at any time, for convenience with thirty day's written notice. In the event of such termination the Contractor shall remove all Container's from all locations at Contractor's expense. Should the City terminate this Agreement for convenience, the City shall pay Contractor for the rent due before the termination date.

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

6.4 Amendment and Change Orders. This Agreement may only be amended by written instrument approved and executed by the parties. According to Texas Local Government Code

Section 252.048 when change orders are \$50,000 or less and do not increase the Agreement amount by twenty-five percent (25%), the City Manager or his designee may approve the written change.

6.5 Taxes. The City is exempt from payment of state and local sales and use taxes on labor and materials.

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

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

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

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

6.10 Entire Agreement. This Agreement represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

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

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

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

CONTRACTOR
Texas Commercial Waste
Attn: Ron Schmidt
PO Box 645
Bryan, Texas 77806

CITY OF COLLEGE STATION
Public Works Department
Attn: Caroline Ask
300 Krenek Tap Road
College Station, TX 77842

6.14 Severability. In the event any one or more of the provisions contained in this Agreement

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

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

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

List of Exhibits

- A. Container Specifications
- B. Certificates of Insurance
- C. Bid Response

TEXAS COMMERCIAL WASTE

By: Ron Schmidt

Printed Name: Ron Schmidt

Title: General Manager

Date: 4/28/2021

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

John A. Haislet

City Attorney

Date: 4/30/2021

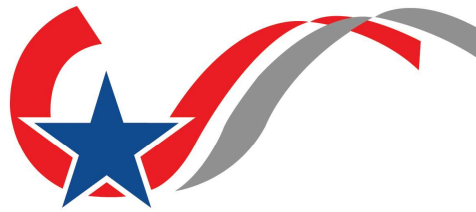
Jim Costa

Assistant City Manager/CFO

Date: 4/30/2021

EXHIBIT A
CONTAINER SPECIFICATIONS

Lease of Front End Loading and Roll Off Compactor Refuse Containers per attached specifications from Bid #21-036.



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

1101 Texas Avenue
College Station, TX 77840
www.cstx.gov

**ANNUAL PRICE AGREEMENT
AND SPECIFICATIONS FOR
LEASE OF VARIOUS REFUSE CONTAINERS
BID #21-036**

SPECIAL PROVISIONS

Assembly

The unit(s) shall be completely assembled, adjusted, and all equipment including standard and supplemental equipment installed, and the unit made ready for continuous operation unless otherwise specified in bid document.

Bid Literature

Bidders must submit with their bid or have on file the latest printed literature and detailed specifications on equipment or material the bidder proposes to furnish. Any catalog, brand name, or manufacturer's reference used is considered to be descriptive-not restrictive and is indicative of the type and quality the City desires to purchase.

Delivery

All deliveries are to be made F.O.B. City of College Station, ATTN Public Works Operations Center at 300 William King Cole, College Station, TX 77842, during regular working days, and between the hours of 8:00 a.m. and 4:00 p.m., unless otherwise requested by the City.

Regulations and Standards

The unit(s) provided shall meet or exceed all Federal and State of Texas safety, health, lighting, and noise regulations and standards in effect and applicable to equipment furnished at the time of manufacture.

Vendor's Sales Territory

City waives any responsibility or liability for vendors bidding products or services "outside" their authorized territory by manufacturer or product line. Any vendor bidding outside an approved manufacturer line does so at his own risk and discretion. Vendor shall comply with all sales terms according to original bid and purchase order regardless of claim or dispute with product line representatives.

Warranty

Warranty shall be for both labor and materials for a minimum period of one (1) year on any products or services provided to the City, unless specified and agreed upon otherwise.

Workmanship

All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the successful bidder. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.

Variations

Any variation from these specifications must be indicated on the Bid or on a separate attachment to the Bid. This sheet shall be labeled as such.

SPECIFICATIONS

This Invitation to Bid is to supply the City of College Station with four (4), six (6), eight (8) cubic yard Front End Loader (FEL) containers and thirty (30) cubic yard self-contained roll off compactors, provide customer delivery and container maintenance on an as needed basis to the City of College Station's Sanitation Division for a minimum lease of five (5) years invoiced monthly on a per container, lease basis.

The City shall lease **1336 FEL** containers, plus compactors and monitoring system. This includes approximately **1173** eight (8) cubic yard, **six** (6) cubic yard, four (4) cubic yard containers, two (2) thirty (30) cubic yard self-contained roll off compactors with monitoring system. No quantities are guaranteed, and are subject to change through the life of this agreement.

The following specifications describe four (4), six (6), and eight (8) cubic yard, front-end loading containers equipped for use with a two-point container hoisting device by the City of College Station Sanitation Division. Units furnished to these specifications must meet or exceed all requirements herein. Specifications also include the requirements for the thirty yard roll off self – contained cable lift compactors.

It is the intent of the City to describe the minimum specifications for refuse containers that are the product of a manufacturer actively engaged in the production of refuse collection containers and embodies their latest improvements in design and construction. Units must conform to the best practice known to the container trade in design and lids shall be standard and interchangeable throughout the

entire quantity of units as specified. Deviation from the specifications must be listed on a separate sheet along with substitutions and may result in the rejection of the bid.

Any example shown is listed to show type and class of equipment desired. Bidders are cautioned to read the specifications carefully, as there may be special requirements not commonly offered by the equipment manufacturer. Do not assume your standard equipment meets all detailed specifications. Bidders are cautioned that units delivered to F.O.B. points which do not meet specifications in every aspect will not be accepted.

Exceptions to the listed minimum requirements should be included in the specified area on the bid sheet.

ITEM 1: FOUR (4) CUBIC YARD, SLANT-TOP CONTAINERS

MINIMUM SPECIFICATIONS:

DIMENSIONS:

- a. Bottom width - 70"
- b. Top width - 75"
- c. Bottom depth - 50"
- d. Top depth - 45"
- e. Front height (loading) - 45"
- f. Back height - 59"

BODY:

- a. Front, rear, and end sheets shall be twelve (12) gauge hot roll steel.
- b. Floor shall be 12-gauge hot roll steel with three (3), reinforced full depth channels.
- c. Top of container shall be reinforced with ten (10) gauge formed channels on the front, rear, and ends.
- d. Lids will be attached to the outside of the containers with seven (7) gauge steel brackets and hinged by a 5/8" steel bar. Hinge bar will be secured by washers and cotter pins.
- e. Lift sleeves shall be ten (10) gauge formed channels reinforced with a seven (7) gauge fork guide to assist operator in placing lift forks into channel pocket and to protect the front of the lift pocket. Lift sleeves shall also have four (4) 1/4" steel double wall taco gussets each.
- f. Front of container shall be equipped with a buff plate of seven (7) gauge steel to protect sides and front of container. Buff plate shall be designed to keep the cross bar between the forks of the collection truck at least 3/4" away from the front of the container.
- g. Container shall be continuously welded on inside and skip welded at all other seams.
- h. Container shall be equipped with a drain plug located on the bottom side as you face the container.
- i. Each container will have a tab with the serial number stamped on it and securely attached to it.

LIDS:

- a. Two (2) high density, polyethylene lids will be furnished with each container, with all parts needed to attach lids to container included. Lids shall be black.
- b. Ten (10) complete sets total of replacement lids, hinge rods, washers, and cotter pins will be included with the lid.

PAINT:

- a. Container shall be cleaned of all splatter, grease, weld slag, and dirt. All rough edges and welds shall be ground smooth and the complete container thoroughly sanded before painting, in accordance with paint manufacturers specifications. Containers shall receive two (2) coats of rust resistant red primer, both inside and outside of the container, and one outside finish coat of high-grade automotive enamel of the hardest finish available. Color to be maroon.

OSHA REGULATIONS:

- a. Assembled containers must meet all OSHA Regulations

WARRANTY:

- a. Warranty will be for a minimum of twelve (12) months.

ITEM 2: SIX (6) CUBIC YARD, FLAT-TOP CONTAINERS WITH SIDE SLIDING DOORS

MINIMUM SPECIFICATIONS:

DIMENSIONS:

- a. Bottom width - 72"
- b. Top width - 74"
- c. Bottom depth - 62"
- d. Top depth - 65"
- e. Front height (loading) - 60"
- f. Back height - 60"

BODY:

- a. Front, rear, and end sheets shall be twelve (12) gauge hot roll steel.
- b. Floor shall be 12-gauge hot roll steel with three (3), center reinforced full depth channels.
- c. Top of container shall be reinforced with ten (10) gauge formed channels on the front, rear, and ends.
- d. Lids will be attached to the outside of the containers with seven (7) gauge steel brackets and hinged by a 5/8" steel bar. Hinge bar will be secured by washers and cotter pins.
- e. Lift sleeves shall be ten (10) gauge formed channels reinforced with a seven (7) gauge fork guide to assist operator in placing lift forks into channel pocket and to protect the front of the lift pocket. Lift sleeves shall also have four (4) 1/4" steel double wall taco gussets each.
- f. Front of container shall be equipped with a buff plate of seven (7) gauge steel to protect sides and front of container. Buff plate shall be designed to keep the cross bar between the forks of the collection truck at least 3/4" away from the front of the container.
- g. Container shall be continuously welded on inside and skip welded at all other seams.
- h. Container shall be equipped with a drain plug located on the bottom side as you face the container.
- i. Each container will have a tab with the serial number stamped on it and securely attached to it.
- j. Each container shall have sliding doors on either side for loading.

LIDS:

- a. Two (2) high density, polyethylene lids will be furnished with each container, with all parts needed to attach lids to container included. Lids shall be black.

- b. Ten (10) complete sets total of replacement lids, hinge rods, washers, and cotter pins will be included with the lid.

PAINT:

- a. Container shall be cleaned of all splatter, grease, weld slag, and dirt. All rough edges and welds shall be ground smooth and the complete container thoroughly sanded before painting, in accordance with paint manufacturers specifications. Containers shall receive two (2) coats of rust resistant red primer, both inside and outside of the container, and one outside finish coat of high-grade automotive enamel of the hardest finish available. Color to be maroon.

OSHA REGULATIONS:

- a. Assembled containers must meet all OSHA Regulations

WARRANTY:

- a. Warranty will be for a minimum of twelve (12) months.

ITEM 3: EIGHT (8) CUBIC YARD, SLANT-TOP CONTAINERS

MINIMUM SPECIFICATIONS:

DIMENSIONS: (Approximate)

- a. Bottom width - 72"
- b. Top width - 75"
- c. Bottom depth - 78"
- d. Top depth - 76"
- e. Front height (loading) - 52"
- f. Back height - 71"

BODY:

- a. Front, rear, and end sheets shall be twelve (12) gauge hot roll steel.
- b. Floor shall be ten (10) gauge hot roll steel reinforced with three (3), ten (10) gauge, full depth skid channels.
- c. Top of container shall be reinforced with ten (10) gauge formed channels on the front, rear, and ends.
- d. Lids will be attached to the baffle plate with seven (7) gauge steel brackets and hinged by a 5/8" steel bar. Hinge bar will be secured by washers and cotter pins.
- e. Baffle plate to be constructed of ten (10) gauge steel and continuously welded to the top of the container.
- f. Lift sleeves shall be ten (10) gauge formed channels reinforced with a seven (7) gauge fork guide to assist operator in placing lift forks into channel pocket and to protect the front of the lift pocket. Lift sleeves shall also have four (4) 1/4" steel double wall taco gussets each.
- g. Front of container shall be equipped with a buff plate of seven (7) gauge steel to protect sides and front of container. Buff plate shall be designed to keep the cross bar between the forks of the collection truck at least 3/4" away from the front of the container.
- h. Container shall be continuously welded on inside and skip welded at all other seams.

- i. Container shall be equipped with a drain plug located on the bottom right side as you face the container.
- j. Each container will have a tab with the serial number stamped on it and securely attached to it.

LIDS:

- a. Two (2) high density, polyethylene lids will be furnished with each container, with all parts needed to attach lids to container included. Lids shall be black.
- b. Ten (10) complete sets total of replacement lids, hinge rods, washers, and cotter pins will be included with the bid.

PAINT:

- a. Container shall be cleaned of all splatter, grease, weld slag, and dirt. All rough edges and welds shall be ground smooth and the complete container thoroughly sanded before painting. In accordance with paint manufacturer's specifications. Containers shall receive two (2) coats of resistant red primer, both inside and outside of the container, and one outside finish coat of high-grade automotive enamel of the hardest finish available. Color to be maroon.

OSHA REGULATIONS:

- a. Assembled containers must meet all OSHA Regulations.

WARRANTY:

- a. Warranty will be for a minimum of twelve (12) months.

ITEM 4A: THIRTY YARD SELF CONTAINED CABLE LIFT ROLL OFF COMPACTORS

MINIMUM SPECIFICATIONS:

Cable Lift Compactors
Hopper Capacity 2 cubic yards
Container Capacity 30 cubic yards
Charge Box Opening 40" x 60"
Loading Height from Platform 37"
Loading Height from Ground 49"
Weight 10,400 lbs.
Cycle Time 24 seconds
Normal Operating Pressure 1600 PSI
Maximum Operating Pressure 2000 PSI
Packing Pressure Per Square Inch PSI 29 lbs. PSI
Compaction Force 38,000 lbs.
Cylinder Size (2) Double Cylinders – 4" each
Cylinder Stroke 32"
Ram Penetration 8"
Hydraulic Pump 12 GPM
Electric Motor 10 HP 208-230 / 460V 3 Phase 60 cycle – high torque
Control Circuit 110V computer controlled

ITEM 4B: COMPACTOR MONITOR SYSTEMS FOR BOTH COMPACTORS

Monitor system for usage/security is required for each compactor and is installed at the compactor site. Link is provided to show current system being used for both compactors.

http://onepluscorp.com/wp-content/uploads/specsheet_wasteedge200.pdf

MINIMUM SPECIFICATIONS:

Power Requirements: 120 VAC 60 Hz 20 Watts 1 amp

Operation Temperature: - 40° F to + 140° F

Enclosure Dimensions: NEMA weatherproof, 14-gauge steel. Hasp for locking.

W 11" X H 13-1/2" X D 5"

Designed for outdoor use.

EXHIBIT B
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/21/2021

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

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

PRODUCER Bailey Insurance and Risk Management 1201 Washington Ave. P.O. Box 298 Waco TX 76701		CONTACT NAME: Charlotte Hambrick PHONE (A/C, No, Ext): (254) 753-5317 FAX (A/C, No): (254) 753-1132 E-MAIL ADDRESS: charlotte@baileyinsurance.com	
INSURED Texas Commercial Waste, B.A.G.S. M. Lipsitz & Co. Ltd P. O. Box 1175 Waco TX 76703		INSURER(S) AFFORDING COVERAGE INSURER A: Phoenix Insurance Company INSURER B: Travelers Indemnity Co of America INSURER C: Travelers Property Casualty Co. of America INSURER D: Texas Mutual Insurance Company INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2020/2021 TCW All **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			6607042M400	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA0R875055	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			ZUP91M6792320NF	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 10,000,000
			AGGREGATE \$ 10,000,000				
			\$				
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0001109677	10/01/2020	10/01/2021	☒ PER STATUTE ☐ OTH-ER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

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

Contract # 21300465, Bid # 21-036
City of College Station is included as an additional insured under the general liability, auto liability & excess liability if required by written contract. A waiver of subrogation applies under the general, auto & excess liability & workers compensation if required by written contract.

CERTIFICATE HOLDER City Of College Station P O Box 9960 College Station TX 77842	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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EXHIBIT C
BID RESPONSE

QUOTATION

Item #	Estimated Quantity	UOM	Description	Monthly Unit Cost	Total Monthly Cost	Total Annual Cost (Total Monthly Cost x 12)
1	158	each	Four (4) Cubic Yard, Slant-Top Containers	\$ 6.90	1,090.20	\$ 13,082.40
2	5	each	Six (6) Subic Yard, Flat-Top Containers with Side Sliding Doors	\$ 13.90	\$ 69.50	\$ 834.00
3	1173	each	Eight (8) Cubic Yard, Slant-Top Containers	\$ 13.90	\$ 16,304.70	\$ 195,656.40
4A	2	each	Thirty Yard Self Contained Cable Lift Roll Off Compactors	\$ 260.00	\$ 520.00	\$ 6,240.00
4B	2	each	Compactor Monitor Systems for Both Compactors	\$ 50.00	\$ 100.00	\$ 1,200.00
Total Annual Cost						\$ 217,012.80

CONTRACTOR INFORMATION

GENERAL CONTRACTOR'S EXPERIENCE AND DATA INFORMATION

Name of Company: TEXAS COMMERCIAL WASTE

Company Years in Business: 40

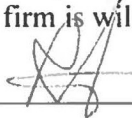
REFERENCES

Name 5 projects that you have provided similar work
(Give client, contact name, address, telephone number, and email address for each)

- | | |
|---|--|
| 1. <u>CITY OF COLLEGE STATION</u>
<u>P.O. BOX 9973</u> | <u>COLLEGE STATION, TX 77842</u>
<u>979-764-3500 PETE CALER</u> |
| 2. <u>CITY OF BRYAN</u>
<u>P.O. BOX 1000</u> | <u>BRYAN, TX 77805</u>
<u>979-361-0859 ERIC ZARAGOZA</u> |
| 3. <u>CITY OF SOMERVILLE</u>
<u>P.O. BOX 159</u> | <u>SOMERVILLE, TX 77879</u>
<u>979-596-1122 CITY MANAGER</u> |
| 4. <u>BRAZOS COUNTY</u>
<u>P.O. BOX 914</u> | <u>BRYAN, TX 77806</u>
<u>979-822-2127 JUDGE PETERS</u> |
| 5. <u>BURLESON COUNTY</u>
<u>100 W BUCK ST, STE #404</u> | <u>CALDWELL, TX 77836</u>
<u>979-567-4996 COUNTY JUDGE</u> |

CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By:  Title: GENERAL MANAGER

Typed Name: RONALD SCHMIDT Company Name: TEXAS COMMERCIAL WASTE

Phone No.: 979-775-7171 Fax No.: 979-822-5006

Email: TCWRONSCH@HOTMAIL.COM

Bid Address: P.O. BOX 645 BRYAN TX 77806
P.O. Box or Street City State Zip

Order Address: SAME
P.O. Box or Street City State Zip

Remit Address: SAME
P.O. Box or Street City State Zip

Federal Tax ID No.: 74-1547749

DUNS No.: 832245661

Date: 3/31/2021

Received and Reviewed Addendums for Bid#21-036

Note: Please return your completed Certification Page, Reference Page and Your Quotation for your Electronic Response to be considered Responsive.

END OF BID #21-036

FRONT END LOAD CONTAINERS



 **WASTEQUIP**

Toter®

Starbreath®

 **Accurate**


**MOUNTAIN TARP
PIONEER**

CUSCO

**PARTS
PLACE**

Steel Front End Load (FEL) Containers

Wastequip Front End Load Containers (FELs) are engineered using heavy gauge steel to withstand the stress of continued use. Standard models feature 12 gauge sides and 10 gauge bottoms, high density polyethylene lids and fully welded in-seams. Our heavy duty models have 10 gauge sides and 7 gauge bottoms for added strength and durability. Containers are primed inside and outside to reduce corrosion. Wastequip containers meet ANSI safety specifications and dimensional standards for haulers. With locations throughout North America, Wastequip can meet your container needs quickly.



Styles: Flat, slant, hatchback and nestable (slant and flat)
Sizes: 2, 3, 4, 6, 8, and 10 cubic yards

Wastequip's standard steel FEL models feature 12 gauge sides and 10 gauge bottoms, high density polyethylene lids and fully welded in-seams.

FEATURES

1) FORK POCKETS:

- 3-way flared fork pockets protect from damage by the trucks forks and easily guides forks into the pockets
- Taco gussets welded to the bottom of the fork pockets help extend pocket life by providing added strength to the bottom of the pockets
- Fully welded pockets at critical stress points reduce fork damage and ensure long service life

2) CONSTRUCTION:

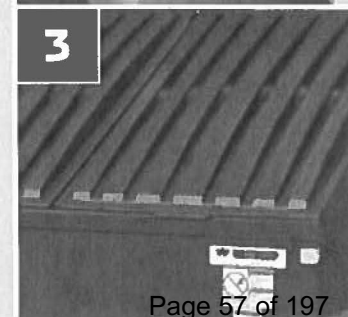
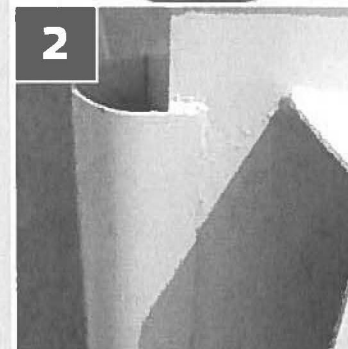
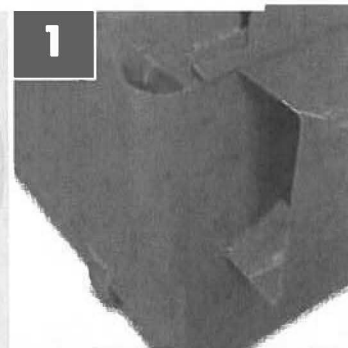
- Rounded bumper pads help prevent damage to the front of the container
- Floor channels are capped at both ends to prevent debris from getting inside and extend up the front and back walls to create extra support

2) CONSTRUCTION (CONT'D):

- Fully welded no-step gusset across the top of the fork pocket provides added safety and support
- Top edges are rounded and smooth for added safety during customer loading
- Interlocking top channel frame provides added strength
- Primed inside and outside to reduce corrosion
- Painted in one of several standard colors
- Nestable 2, 3 & 4 yard containers reduce shipping costs and required storage space

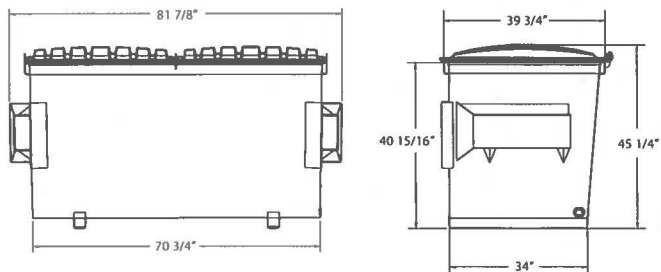
3) LIDS:

- Single wall, double lip lids ensure durability
- Optional lids upon request

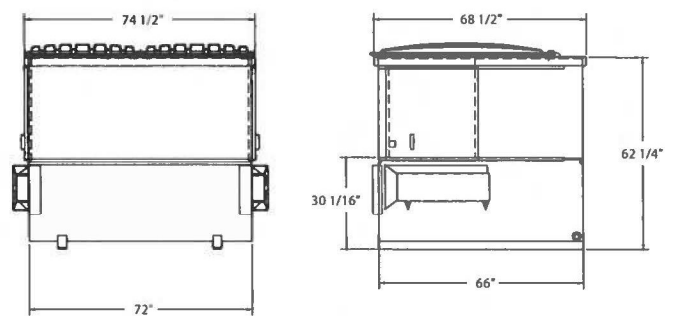


FRONT END LOAD CONTAINERS // FLAT TOP

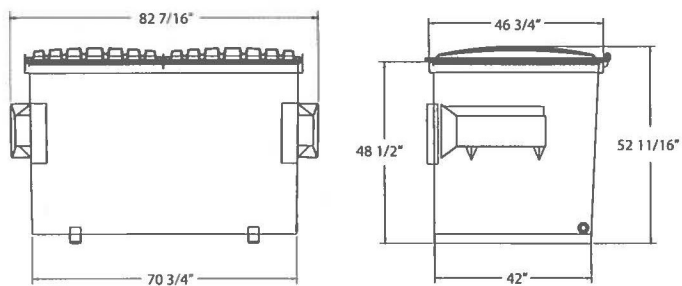
2 YARD FLAT NESTABLE



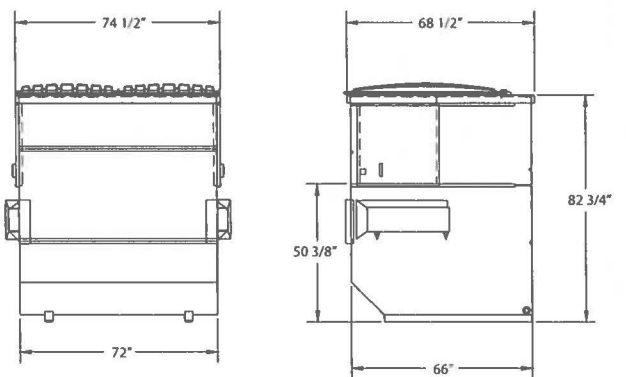
6 YARD FLAT



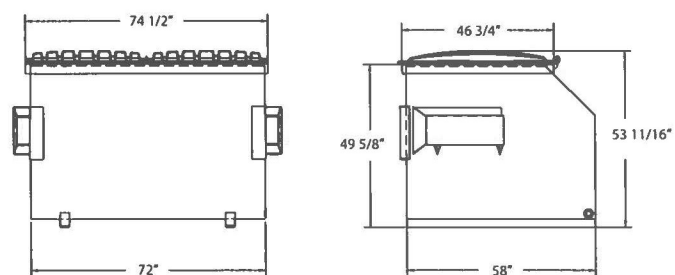
3 YARD FLAT NESTABLE



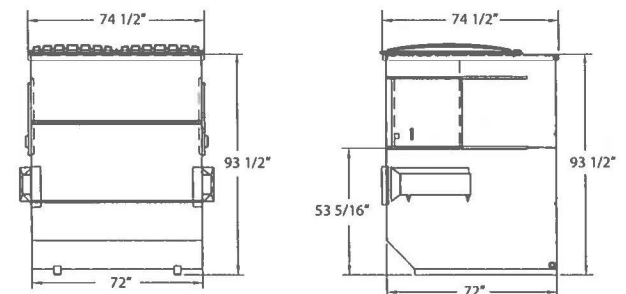
8 YARD FLAT



4 YARD FLAT



10 YARD FLAT

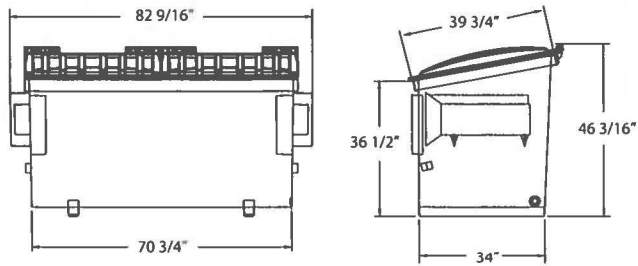


	2 YARD*	3 YARD*	4 YARD	6 YARD	8 YARD	10 YARD
48 ft. trailer flat / drop	42 / 52	28 / 36	18 / 18	8 / 14	8 / 8	7 / 7
53 ft. trailer flat / drop	45 / 57	32 / 42	20 / 20	9 / 16	9 / 9	8 / 8
Plastic lid standard	37" x 41" single wall	37" x 48" single wall	37" x 48" single wall	37" x 58" single wall	37" x 58" single wall	37" x 58" single wall
Sides	12 gauge	12 gauge	12 gauge	12 gauge	12 gauge	12 gauge
Bottom	10 gauge	10 gauge	10 gauge	10 gauge	10 gauge	10 gauge
Weight	505 lbs.	602 lbs.	732 lbs.	971 lbs.	1,110 lbs.	1,543 lbs.

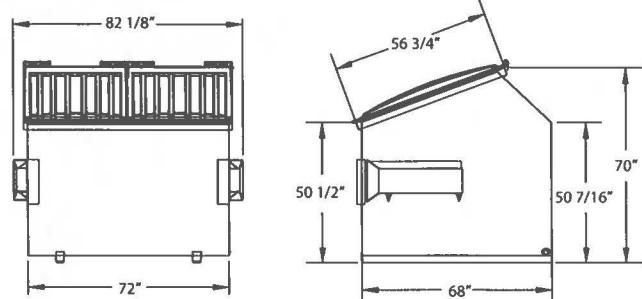
* Nestable

FRONT END LOAD CONTAINERS // SLANT TOP

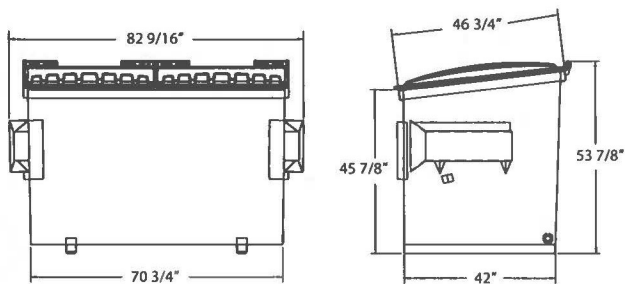
2 YARD SLANT NESTABLE



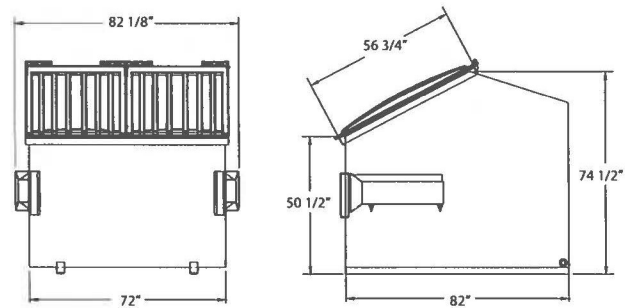
6 YARD SLANT



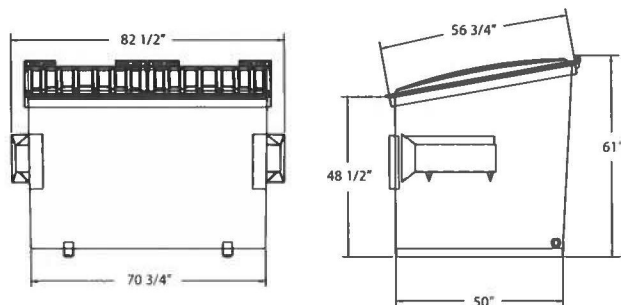
3 YARD SLANT NESTABLE



8 YARD SLANT



4 YARD SLANT NESTABLE



	2 YARD*	3 YARD*	4 YARD*	6 YARD	8 YARD
48 ft. trailer flat / drop	42 / 52	24 / 33	20 / 28	8 / 14	7 / 7
53 ft. trailer flat / drop	48 / 60	26 / 36	22 / 31	9 / 16	8 / 8
Plastic lid standard	37" x 41" single wall	37" x 48" single wall	37" x 58" single wall	37" x 58" single wall	37" x 58" single wall
Sides	12 gauge	12 gauge	12 gauge	12 gauge	12 gauge
Bottom	10 gauge	10 gauge	10 gauge	10 gauge	10 gauge
Weight	504 lbs.	608 lbs.	709 lbs.	971 lbs.	1,103 lbs.

* Nestable



877-468-9278 | wastequip.com

May 27, 2021

Item No. 8.5.

No U-turns Ordinance on Nueces Drive near FM 2818

Sponsor: Troy Rother, Senior Engineer

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an ordinance amending Chapter 38 "Traffic and Vehicles," Article VI, "Traffic Schedules," Section 38-1011 "Traffic Schedule XI" to not allow U-turns on Nueces Drive near FM 2818.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: This ordinance is to prohibit U-turns at Nueces Drive near FM 2818.

This prohibition is needed because Nueces Drive is not wide enough to accommodate U-turning traffic. The street is approximately 20 ft wide. Drivers coming off FM 2818 wanting to access the frontage road adjacent to the school must U-turn around a median. Due to the narrow width of the street, the U-turn is completed by making a 3-point turn. By doing a 3-point turn, during school drop-off and pick-up times, traffic on Nueces Drive backs up onto FM 2818.

The Traffic Management Team (TMT) evaluated this proposal and agreed that U-turns need to be prohibited. The TMT recommends the approval of the ordinance.

Budget & Financial Summary: The "No U-turn" signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operations budget.

Attachments:

1. CH 38 No U-turn Nueces Ord
2. Map - no U-turn on Nueces Drive

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38 “TRAFFIC AND VEHICLES,” ARTICLE VI, “TRAFFIC SCHEDULES,” SECTION 38-1011 “TRAFFIC SCHEDULE XI, NO U-TURNS”, BY ADDING THE INTERSECTION OF NUECES DRIVE NEAR FM 2818 OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 38 “Traffic and Vehicles,” Article VI, “Traffic Schedules,” Section 38-1011 “Traffic Schedule XI, no U-turns” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Chapter 38 “Traffic and Vehicles,” Article VI, “Traffic Schedules,” Section 38-1011 “Traffic Schedule XI, no U-turns” is hereby amended by adding and is to read as follows:

Street	Intersecting Street	Traffic Direction
Nueces Drive at the North Side of the raised median.	FM 2818	North

No U-turn on Nueces Drive



 = Proposed movement to be prohibited

May 27, 2021
Item No. 8.6.
Greens Prairie Ph 2 Development Agreement

Sponsor: Emily Fisher, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a development agreement between the City of College Station and OGG Greens Prairie Investors, Inc. for the cost participation by OGG Greens Prairie Investors, Inc. in the City's Greens Prairie Road Phase 2 Widening Project.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): Staff recommends approval.

Summary: The project includes widening the existing 2 lane asphalt roadway section into a 4-lane concrete minor arterial with medians and multi-use paths. OGG Greens Prairie Investors is developing a track of land south of Greens Prairie into single family housing. As part of the requirement for this development, there will be a roadway connection made to Greens Prairie Road at the current Castlegate intersection.

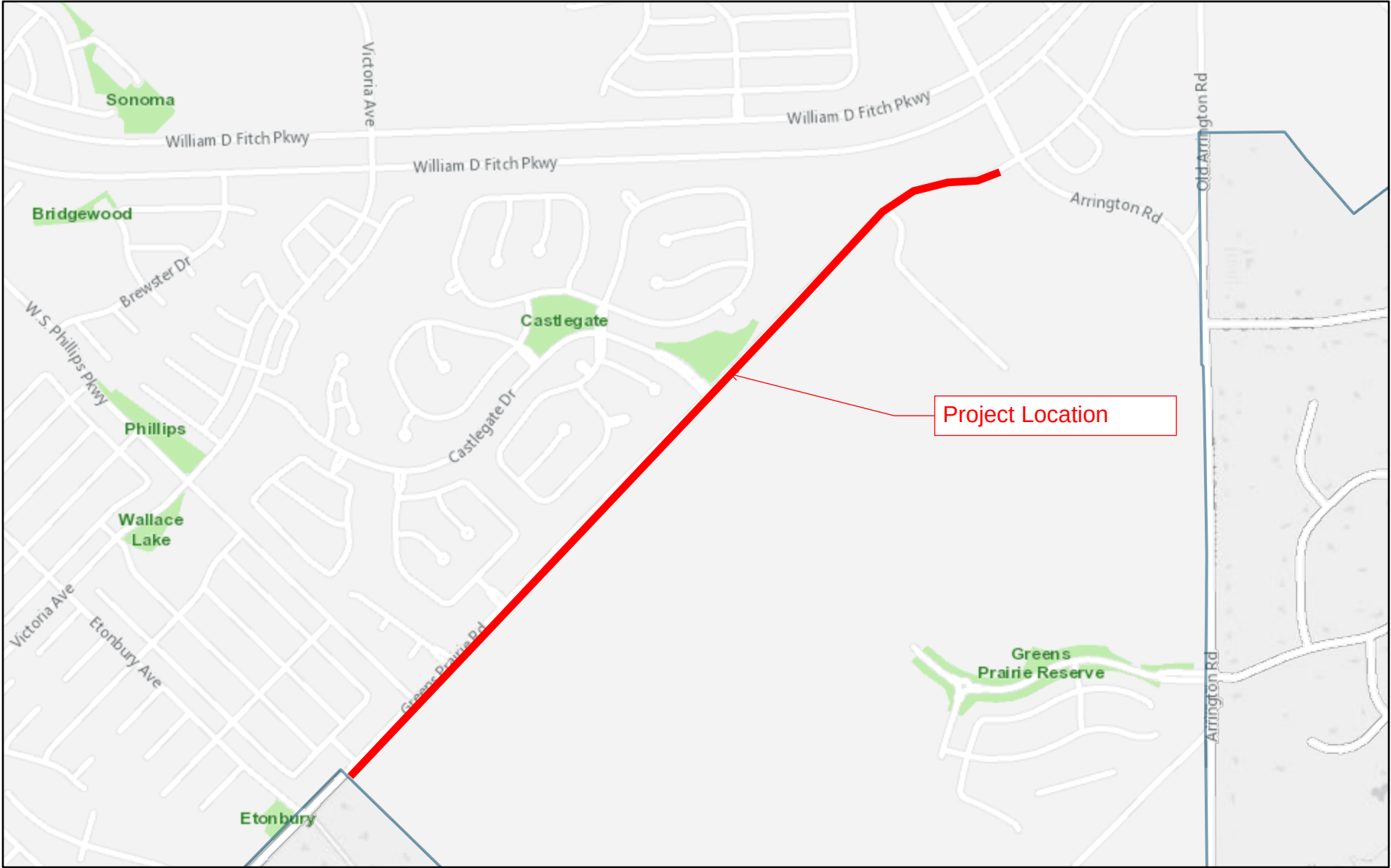
With the roadway widening, the City and OGG Greens Prairie Investors decided it was in the best interest of both parties to prepare the intersection for this future connection. This will include the addition of left and right turn lanes, intersection apron for future roadway, and adding an additional pole to the signal infrastructure at the intersection. OGG Greens Prairie Investors will be cost participating in the City's project for the cost of these improvements. The estimated amount for OGG's contribution is \$177,459.83. Once the project is bid and awarded, OGG will pay the city the bid amount of the improvements plus ten percent to cover any overages. Once the project is complete, the city will reimburse any unused funds to OGG.

Budget & Financial Summary: Budget in the amount of \$11,214,000 is included for this project in the Streets Capital Projects Fund. A total of \$1,254,429.92 has been expended or committed to date, leaving a balance of \$9,959,570.08 in the total project budget for construction.

Attachments:

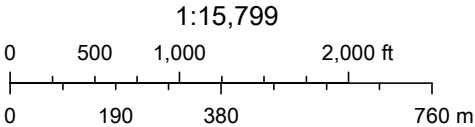
1. Project Map
2. FINAL GPR Diamondback Dr Participation Agreement wExhibits_10-26-2020

EXHIBIT A



5/1/2020, 10:53:23 AM

- | | | | |
|--------------------|--------------------|---------|-----------------------|
| City Limits | Texas A&M Property | Parks | Arterial or Collector |
| Background Blocker | Easterwood Airport | Streets | Freeway |
| Local Street | | | |



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user

Web AppBuilder for ArcGIS

**CITY OF COLLEGE STATION
PARTICIPATION AGREEMENT
FOR CONSTRUCTING PUBLIC INFRASTRUCTURE**

This Agreement is entered into by and between the **City of College Station**, a Texas Home Rule Municipal Corporation (hereinafter “City”), and **OGC GREENS PRAIRIE INVESTORS, LLC**, a Texas limited liability company (hereinafter “Developer”), both the City and Developer are hereinafter collectively referred to respectively as the “Party” or “Parties”.

WHEREAS, Developer is developing property within the City of College Station city limits, more particularly described in **Exhibit “D”** (the “Development”); and

WHEREAS, the City is constructing certain public roadway and associated infrastructure improvements at the intersection of Castlegate & Greens Prairie Road and Developer is or will be required to construct certain public roadway and associated infrastructure at such intersection related to the Development; and

WHEREAS, City is required or desirous of assuming some responsibility for construction of certain public roadway and associated infrastructure affecting the Development; and

WHEREAS, the City and Developer will receive benefits from participation in the construction of certain public roadway and associated infrastructure as set forth in this Agreement; and

WHEREAS, because of this and in order to comply with City’s overall development plan both Developer and City agree that it is in the best interests of the public for the Parties to construct certain identified public roadway and associated infrastructure; and

WHEREAS, the City Engineer has reviewed the data, reports and analysis, including that provided by Developer’s engineers, and determined that certain such public roadway and associated infrastructure qualifies for City-Developer participation; and

WHEREAS, both Parties agree as to the nature and proportion of participation as further recited herein and as may be required by applicable law including Chapter 212, Subchapter C, Developer Participation in Contract for Public Improvement and Chapter 252, Purchasing and Contracting Authority of Municipalities of the Texas Local Government Code; and

NOW, THEREFORE, for and in consideration of the recitations above and the promises and covenants herein expressed, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Approved Plans means the plans and specifications that meet the requirements of this Participation Agreement, the City of College Station Codes and Ordinances and any other applicable laws and that have been procured, reviewed and approved by the City of College Station relating to the Project which are identified on **Exhibit “B”** with the portion of the Project that Developer is participating in being identified as **Diamondback Intersection** in specifications, subject to Change Orders reviewed and approved in advance by City and Developer, such approval not to be unreasonably withheld, conditioned or delayed.

1.2 City or College Station means the City of College Station, a Texas Home Rule Municipal Corporation located at 1101 Texas Avenue, College Station, Texas 77840.

1.3 Developer means **OGC Greens Prairie Investors, LLC** a Texas limited liability company, whose principal office is located at **2800 S. Texas Avenue, Suite 401, Bryan, Texas 77802**.

1.4 Effective Date. The date on which this Agreement is duly approved by both Parties.

1.5 Final Completion means that all the work on the Project has been completed in accordance with Approved Plans, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been certified as completed, all documentation, and all closeout documents have been executed and approved by the City as required, all Letters of Completion and other City documentation have been issued for the Project, all reports have been submitted and reporting requirements have been met.

1.6 City Participation Costs means all costs of the Project other than the cost of the portion of the Project identified as **Diamondback Intersection** on the Bid documents.

1.7 Developer Participation Costs means the awarded total bid cost of the improvements shown in the Approved Plans for the Project as **Diamondback Intersection**, as awarded by the City to the construction contractor, and attached as **Exhibit “C”**.

1.8 Developer Participation Cost Contingency means the amount equal to ten percent (10%) of the awarded total bid cost of the improvements shown in the Approved Plans and Specifications for the Project as **Diamondback Intersection**, as attached as **Exhibit “C”**.

1.9 Project means the design and construction of **Greens Prairies Road Widening Phase II** improvements shown on **Exhibit “A”** in accordance with the Approved Plans.

1.10 Project Costs means the full actual cost of services, materials and labor for construction of the Project in accordance with the Approved Plans. All Project Costs and estimates shall be reviewed and approved by the City Engineer and Developer.

ARTICLE II COST PARTICIPATION

2.1 Agree to Participate. City and Developer agree to cost participate in the Project as follows: Developer will be responsible for the Developer Participation Costs and Developer Participation Cost Contingency, and City will be responsible for the City Participation Costs. The actual rate of participation by both the City and Developer will be based upon the final actual cost of the Project as reflected by the breakdown of costs required pursuant to this Agreement.

2.2 Competitive Bidding. The Project must be competitively bid pursuant to Chapter 252 of the Texas Local Government Code, as amended.

- a.** City shall pay for all costs associated with advertising, printing, and distributing plans and specifications for the Project, and
- b.** City will be responsible for placing the advertisements, obtaining bids, negotiating proposals, and awarding bids.

2.3 Developer Payment. Upon receipt of final bids for this Project, and execution of this Agreement by Developer, Developer shall tender to City, within thirty (30) calendar days after City Council approval of this Agreement and award of the Project construction contract, the Developer's full payment for the amount of the Developer Participation Costs identified in **Exhibit C – Diamondback Intersection Bid Items**, plus the 10% Developer Participation Cost Contingency. This Agreement automatically terminates if the City has not received the Developer Participation Cost amount and the Developer Participation Cost Contingency amount within thirty (30) calendar days after City Council approval of this Agreement and award of the Project construction contract.

2.4 Final Cost True-Up. Upon Final Completion of the Project, a final true-up of Project Costs will be conducted within sixty (60) days after Final Completion using all payment receipts and a final breakdown of Project Costs. Through the final Project Costs true-up process, if a Party is determined to owe the other Party additional payment, such payment shall be made to the other Party within twenty-one (21) calendar days of presentment of an invoice by the Party owed payment.

ARTICLE III GOVERNMENTAL IMMUNITY

3.1 BY ENTERING INTO THIS AGREEMENT, THE CITY DOES NOT CONSENT TO SUIT; WAIVE ITS GOVERNMENTAL IMMUNITY OR THE LIMITATIONS AS TO DAMAGES UNDER THE TEXAS TORT CLAIMS ACT.

3.2 Survival. All provisions of this Article III, including, but not limited to, governmental immunity, survive termination or expiration of this Agreement.

ARTICLE IV PROJECT AND CONSTRUCTION

4.1 Independent Contractor. The Parties agree: (a) all employees, volunteers, and personnel of Developer and its contractors and subcontractors are the responsibility of Developer and will not be deemed employees or agents of City for any purpose; and (b) all employees, volunteers, and personnel of City and its contractors and subcontractors are the responsibility of City and will not be deemed employees or agents of Developer for any purpose. Nothing in this Agreement will establish a joint venture between the Developer and the City.

4.2 Requirements of Applicable Rules Remain. This Agreement does not alter, amend, modify or replace any other requirements contained in the Code of Ordinances of the City of College Station, Texas, Unified Development Ordinance of the City of College Station, or other applicable law. This Agreement is not meant to satisfy additional obligations or requirements that may be necessitated by current or future development of the Developer's property or other tracts.

4.3 Road Impact Fee Credit. Based upon the number of service units and amount of roadway facilities impact fees assessed on this Development at the time of platting or the issuance of building permits, and pursuant to Section 107-73 of the College Station Code of Ordinances and Texas Local Government Code Section 395.023, Developer or the owner of the Development may apply for a credit against roadway facilities impact fees for any construction of, contributions to, or dedications of off-site roadway facilities agreed to or required by a political subdivision as a condition of development approval for this Development and will receive a credit for all eligible expenses in accordance with Chapter 395 of the Texas Local Government Code. All provisions of this Section 4.3 survive termination or expiration of this Agreement.

ARTICLE V GUARANTEE OF PERFORMANCE AND PAYMENT

5.1 Bonding Requirements of City. The City shall require its construction contractor(s) to provide performance bonds to ensure construction of the Project. For Projects exceeding fifty thousand dollars (\$50,000) in total value, City will ensure its contractor performing the Project executes a payment bond to ensure payment to subcontractors and vendors. Bonds shall be on a City-approved form, be executed by a corporate surety according to Chapter 2253 of the Texas Government Code, and be for the full cost of the construction contract to which the Project relates.

ARTICLE VI GENERAL PROVISIONS

6.1 Amendments. No amendment to this Agreement will be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both Parties.

6.2 Choice of Law and Venue. 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.

6.3 Authority to enter into Agreement. Each party represents that it has the full power and authority to enter into and perform this Agreement. Specifically, the person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of Developer represents that he or she is authorized to sign on behalf of Developer and agrees to provide proof of such authorization to the City upon request.

6.4 Agreement read. The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

6.5 Notice. Any notice sent under this Agreement, except as otherwise expressly required herein, shall be hand delivered, written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:

To Developer:

OGC Greens Prairie Investors, LLC
Attn: R. Hunter Goodwin
2800 S. Texas Ave., Suite 401
Bryan, TX 77802

To City:

City of College Station
Capital Improvement Projects (CIP)
P.O. Box 9960
College Station, TX 77842

With copies to:

City Attorney and City Manager
P.O. Box 9960
College Station, TX 77842

Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, the party.

6.6 Term. This Agreement will terminate after expiration of the warranty period, subject to survival of other provisions, as indicated. The Agreement term may be extended by mutual written agreement of the Parties.

6.7 Binding Effect. The rights and obligations of this Agreement are binding upon the parties and their successors and permitted assigns.

6.8 Intentionally deleted.

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

6.10 Default. In the event of a breach of this Agreement by Developer, City may terminate this Agreement and exercise any and all legal remedies.

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

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

6.13 Recitals. The "WHEREAS" clauses set forth above are expressly incorporated in and form part of the terms of this Agreement.

6.14 Captions. The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.

6.15 Singular and Plural. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires.

6.16 Ambiguity. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

6.17 No Third Party Beneficiaries. No person or entity shall be a third party beneficiary to this Agreement or shall have any right or cause of action hereunder; provided, the owner(s) of all or any portion of the Development shall be a third party beneficiary of the terms of Section 4.3 of the Agreement.

6.18 No Partnership. This Agreement and the transactions and performances contemplated hereby shall not create any manner of partnership, joint venture or similar relationship between the Parties.

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

List of Exhibits:

- A.** Schematic Depiction of Project
- B.** Project Plans
- C.** Diamondback Intersection Items with Scope
- D.** Legal Description of Development

**OGC GREENS PRAIRIE
INVESTORS, LLC**

BY: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF COLLEGE STATION

BY: _____

City Manager

Date: _____

APPROVED

City Attorney

Date: _____

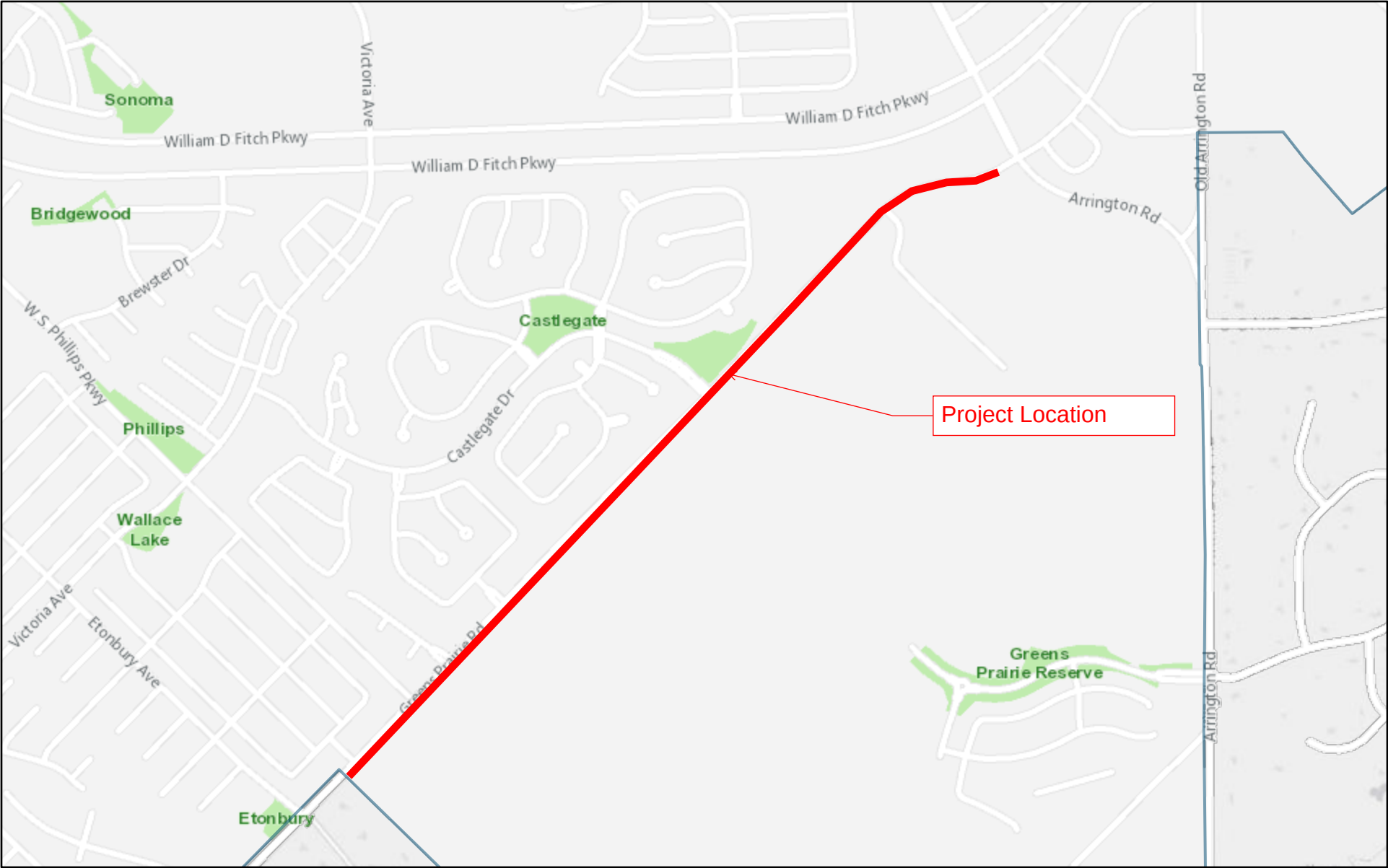
Assistant City Manager/CFO

Date: _____

Exhibit A
Schematic Depiction of Project

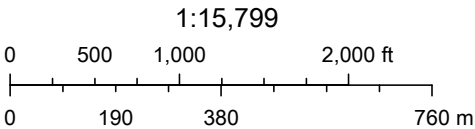
See attached.

EXHIBIT A



5/1/2020, 10:53:23 AM

- | | | | |
|--------------------|--------------------|--------------|-----------------------|
| City Limits | Texas A&M Property | Parks | Arterial or Collector |
| Background Blocker | Easterwood Airport | Streets | Freeway |
| | | Local Street | |



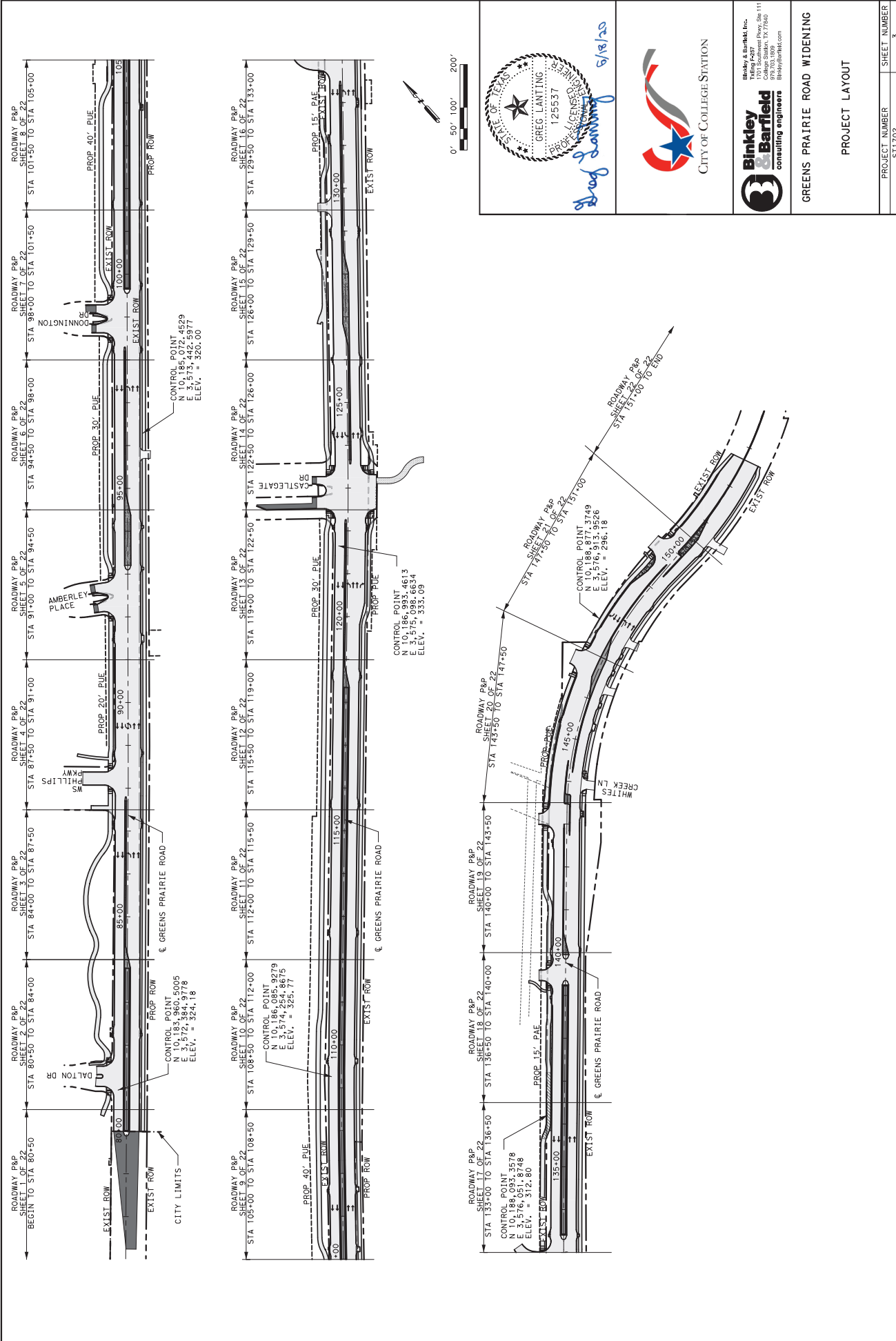
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user

Web AppBuilder for ArcGIS

Exhibit B

Project Plans

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6/18/20

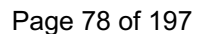
CITY OF COLLEGE STATION

Binkley & Barfield
consulting engineers

Greens Prairie Road Widening

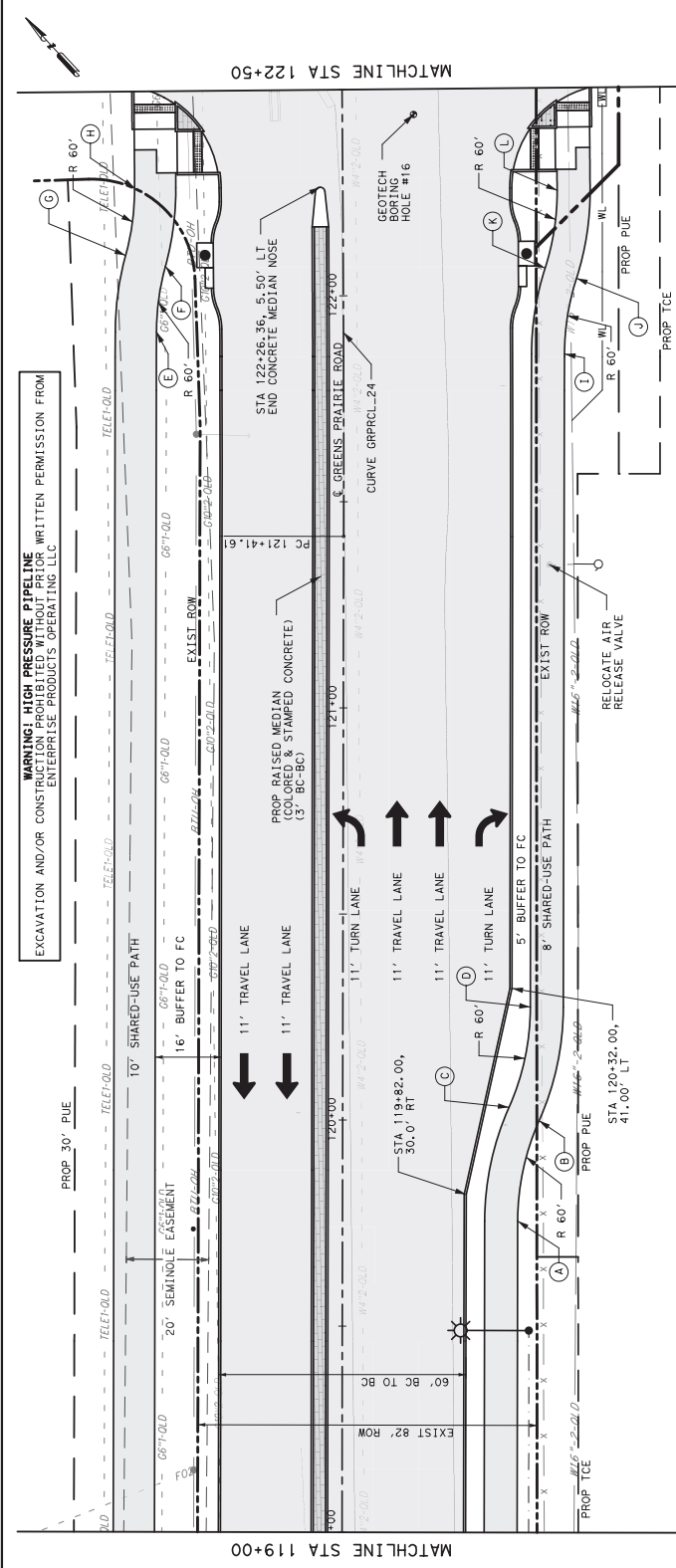
PROJECT LAYOUT

PROJECT NUMBER	ST1702
SHEET NUMBER	3



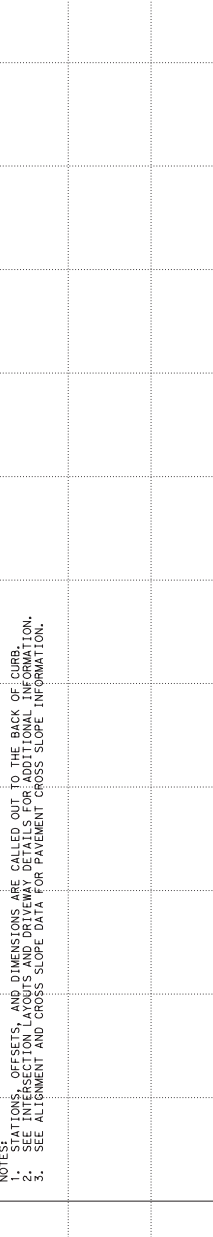
LEGEND:

- ASPHALT TRANSITION
- PROPOSED CONCRETE
- COLOR & STAMPED CONCRETE
- RAISED MEDIAN PLANTER BED
- PROPOSED TRAFFIC DIRECTION
- SANITARY SEWER MANHOLE
- UTILITY POLE
- GUY WIRE
- COCS (WATER)
- WSUD (WATER)
- COCS (FORCE MAIN)
- ENTERPRISE (GAS)
- ENERGY TRANSFER (GAS)
- EXPLORER (GAS)
- ATMOS (GAS)
- FRONTIER (TELEPHONE)
- BTU OVERHEAD (ELECTRIC)
- CENTURYLINK (FIBER)
- TREE
- WATER VALVE
- DRIVEWAY NUMBER
- LUMINAIRE
- TELECOM PULL BOX



NOTES:
1. STATIONS, OFFSETS, AND DIMENSIONS ARE CALLED OUT TO THE BACK OF CURB.
2. SEE INTERSECTION LAYOUTS AND DRIVEWAY DETAILS FOR ADDITIONAL INFORMATION.
3. SEE ALIGNMENT AND CROSS SLOPE DATA FOR PAVEMENT CROSS SLOPE INFORMATION.

POINT	STATION	OFFSET
A	119+75.58	42.50' RT
B	119+99.92	47.66' RT
C	120+05.18	40.34' RT
D	120+42.50	45.50' RT
E	121+04.37	45.38' RT
F	122+07.42	45.14' LT
G	122+10.05	52.77' LT
H	122+26.52	50.59' LT
I	121+85.72	53.07' RT
J	122+08.99	55.59' RT
K	122+05.46	48.59' RT
L	122+23.22	52.07' RT



STATION 119+00 119+50 120+00 120+50 121+00 121+50 122+00 122+50

PROPOSED PGL EXISTING NG

VPC 119+70.00 EL. = 331.99

STA 122+26.36, 5.50' LT

END CONCRETE MEDIAN NOSE

CURVE GRPCL_24

RELOCATE AIR RELEASE VALVE

PROPOSED TCE

PROPOSED PUE

PROPOSED TCE

PROPOSED PUE

PROPOSED TCE

PROPOSED PUE

PROPOSED TCE

PROPOSED PUE

PROPOSED TCE

PROPOSED PUE

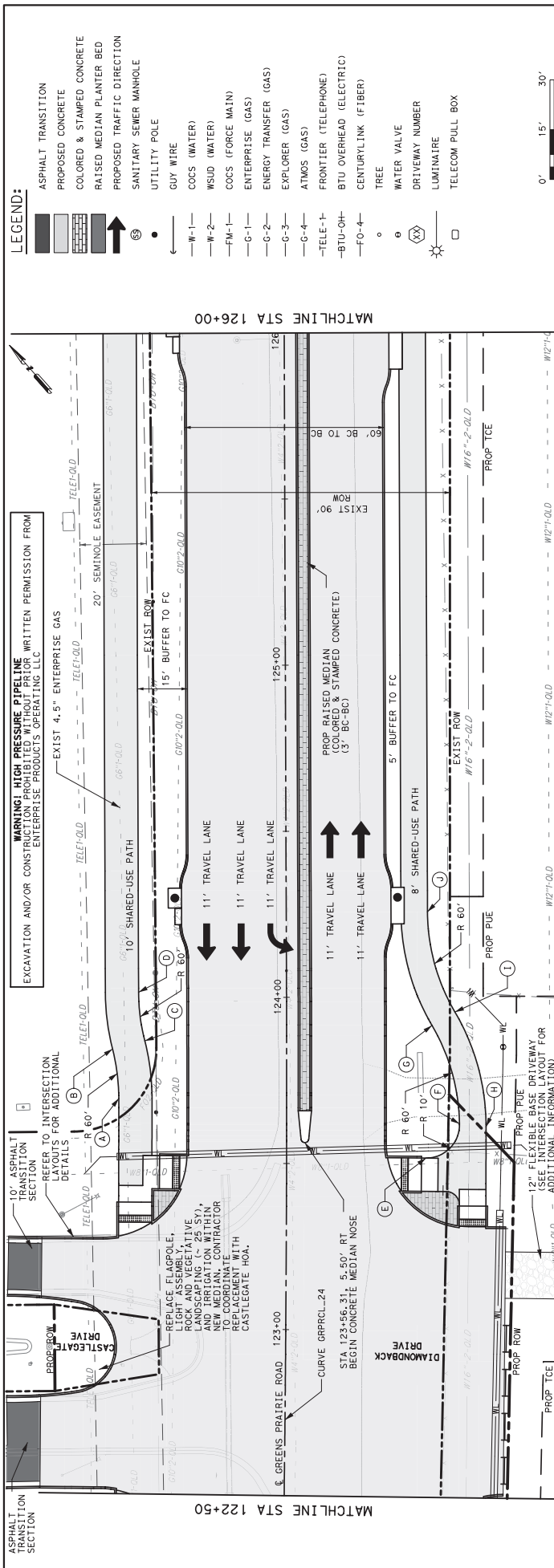
PROPOSED TCE

PROPOSED PUE

PROPOSED TCE

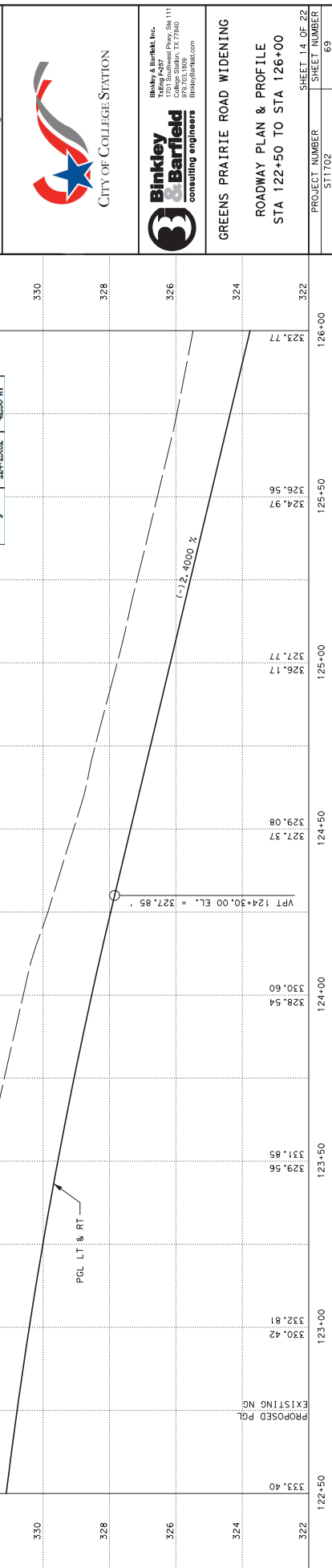
PROPOSED PUE

PROPOSED TCE



NOTES:
 1. STATIONS, OFFSETS, AND DIMENSIONS ARE CALLED OUT TO THE BACK OF CURB.
 2. SEE INTERSECTION LAYOUTS AND DRIVEWAY DETAILS FOR ADDITIONAL INFORMATION.
 3. SEE ALIGNMENT AND GROSS SLOPE DATA FOR PAVEMENT GROSS SLOPE INFORMATION.

POINT	STATION	OFFSET
A	122+56.57	50.00 FT
B	122+56.57	50.00 FT
C	122+56.57	50.00 FT
D	122+56.57	50.00 FT
E	122+56.57	50.00 FT
F	122+56.57	50.00 FT
G	122+56.57	50.00 FT
H	122+56.57	50.00 FT
I	122+56.57	50.00 FT
J	122+56.57	50.00 FT



LEGEND:

- ASPHALT TRANSITION
- PROPOSED CONCRETE
- COLOR & STAMPED CONCRETE
- RAISED MEDIAN PLANTER BED
- PROPOSED TRAFFIC DIRECTION
- SANITARY SEWER MANHOLE
- UTILITY POLE
- GUY WIRE
- COCS (WATER)
- WSUD (WATER)
- COCS (FORCE MAIN)
- ENTERPRISE (GAS)
- ENERGY TRANSFER (GAS)
- EXPLORER (GAS)
- ATMOS (GAS)
- FRONTIER (TELEPHONE)
- BTU OVERHEAD (ELECTRIC)
- CENTURYLINK (FIBER)
- TREE
- WATER VALVE
- DRIVEWAY NUMBER
- LUMINAIRE
- TELECOM PULL BOX



GREENS PRAIRIE ROAD WIDENING
 ROADWAY PLAN & PROFILE
 STA 122+50 TO STA 126+00

PROJECT NUMBER	ST1702
SHEET NUMBER	69

122+50	333.40	EXISTING PGL
123+00	332.81	
123+50	331.85	
124+00	330.54	
124+50	329.08	
125+00	327.77	
125+50	326.56	
126+00	325.17	

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PROJECT NUMBER	SHEET NUMBER
ST1702	91



PROP. SERVICE METER & DISCONNECT.
(SHARED WITH SAFETY ILLUMINATION).

ELC SRV TY D 120/240 060
(NS) SS (E)PS (U). CONTRACTOR SHALL
CONTACT CITY OF COLLEGE STATION
ELECTRIC DEPARTMENT SUPERINTENDENT
AT 979-764-3674 TO ARRANGE FOR
EXTENSION OF POWER TO INTERSECTION
AND FOR METER INSTALLATION.

PROP EASEMENT

5' BURIED COMM EASEMENT

POLE #1

POLE #2

D7-1

D4-1

CB #1

CB #2

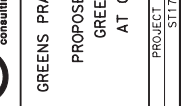
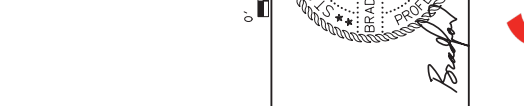
PROP ROW

CASTLE GATE DR

N

07

B4 (FUTURE)



	ELECTRICAL CONDUCTORS				TRAFFIC SIGNAL CABLE				CONDUCTORS INSIDE CABINET				EMERGENCY PREVENTION CABLE		CCTV CAT 6		FIBER OPTIC CABLE	
	1/C-RANGE		1/C-BIG RANGE		5/C-R12-AWG		7/C-R12-AWG		VIVID COMM CABLE		TOTAL LENGTH (LF)		TOTAL LENGTH (LF)		QTY (EA)		QTY (EA)	
	TOTAL QTY (EA)	TOTAL LENGTH (LF)	TOTAL QTY (EA)	TOTAL LENGTH (LF)	TOTAL QTY (EA)	TOTAL LENGTH (LF)	TOTAL QTY (EA)	TOTAL LENGTH (LF)	TOTAL QTY (EA)	TOTAL LENGTH (LF)	TOTAL QTY (EA)	TOTAL LENGTH (LF)	TOTAL QTY (EA)	TOTAL LENGTH (LF)	TOTAL QTY (EA)	TOTAL LENGTH (LF)	TOTAL QTY (EA)	TOTAL LENGTH (LF)
	2	10	1	5	-	40	6	30	3	15	3	15	3	15	1	5	-	5
SUB-TOTAL	-	10	-	5	-	40	-	30	-	15	-	20	-	20	-	5	-	5

CONDUCTORS W/IDE WASTE ARM				
POLE NO.	SIGNAL HEAD	7C 1/2 AWG TRAFFIC SIGNAL CABLE		
		VIVOCS COAX CABLE	BIER. PRESCRIPTION CABLE (OPTICOM)	
1	A	12		
	B	40	35	38
	C	48		
3	J (FUTURE)	-	-	-
	K (FUTURE)	-		
	L (FUTURE)	-		
5	G	12		
	H	32	30	26
	I	44		
7	D	10		
	E	35	30	38
	F	46		
SUB-TOTAL		278	95	94

GROUND BOXES	
NUMBER	TYPE
GB-1	TYD W/APRON
GB-2	TYD W/APRON
GB-3	TYD W/APRON
GB-4	TYD W/APRON
GB-5	TYD W/APRON

TRAFFIC SIGNAL POLE ASSEMBLIES					
POLE NO.	POLE LENGTH (LF)	MAST ARM LENGTH (LF)	FOUNDATION TROTTERTY DEPTH (LF)	LUMINAIRE WATTAGE	
1	30	48	36-A	13	91
2	15	"	24-A	6	"
3	30	44 (HORIZONTAL)	36-A	13	91
4	15	"	24-A	6	"
5	30	48	36-A	13	91
6	15	"	24-A	6	"
7	30	48	36-A	13	91

POLE NO.	CONDUCTORS INSIDE POLES						R/LC (LIGHTS TRAY CABLE)
	TRAFFIC SIGNAL CABLE 5/C #12 AWG (LF)	WVDS COMM CABLE (LF)	LUMINAIRE TRAY CABLE (LF)	CCTV CAT 6 ETHERNET CABLE (LF)	EMER. PRESCRIPTION CABLE (OPTICOM) (LF)		
1	15	50	7/C #12 AWG (LF)	3/C #12 AWG (LF)	{LF}	3/C #14 AWG (LF)	40
2	15	25		40	35		
3	15			40			
4	25						
5	5	25		40	25		40
6	30						
7	50	25		40		25	40
	7	75		160	35	75	120
SUB-TOTAL	120	150					

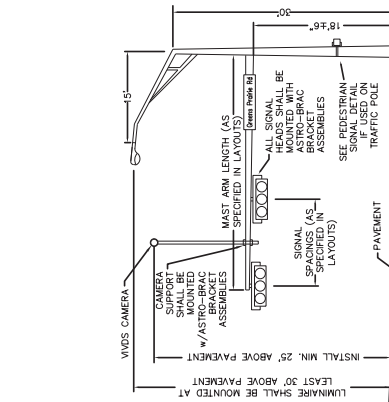
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	SERVICE CONDUIT	SERVICE CONDUIT NO./SIZE	SAFETY SWITCH/AMPS	MAIN/CIRCUIT BREAKER POLE/AMPS	TWO-POLE CONTACTOR AMPS	PANEL BOY/ LOAD CENTER AMP RATING	BRANCH CIRCUIT POLE/AMPS			
ELEC SERV TYP D 1007200-0500 IN3 SS (E) PS (U)	2"	3/ 86	N/A	2P/60	N/A	70	SIGNAL	17/30	23	3.4
							LUMINAIRIES	2P/720	5	

DETECTION ZONES			
DETECTOR	TYPE	PHASES	DETECTION ZONES
V2	VWD5	02, 05	D2-1, D2-2, D5-1
V4	VWD5	04, 07	D4-1, D7-1
V6	VWD5	06, 08	D6-1, D6-2, D8-1

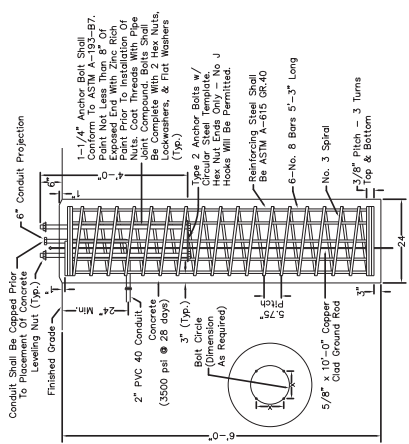
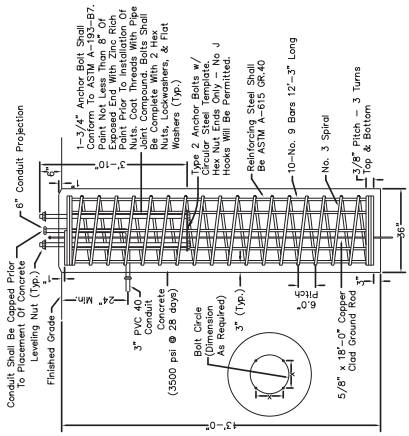
PROJECT NUMBER	SHEET NUMBER
ST1702	99

 STATE OF TEXAS BRADFORD K. BRIMLEY 125348 PROFESSIONAL ENGINEER STATE OF TEXAS PROFESSIONAL ENGINEER LICENSE NO. 125348 <i>Bradford Brimley</i> 06/18/2020	 CITY OF COLLEGE STATION	Binkley & Bartfield, Inc. TELEPHONE 4237 1701 Southwest Pkwy. Ste. 111 College Station, TX 77840 979.303.1805 Binkley&Bartfield.com Binkley & Bartfield consulting engineers 
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Signal Pole, Video Camera, Street Name Sign And Luminaire Mountings



PEDESTAL POLE FOUNDATION

(Single Mast Arms 33'-48" in Length)
(Not To Scale)

GREENS PRAIRIE ROAD WIDENING

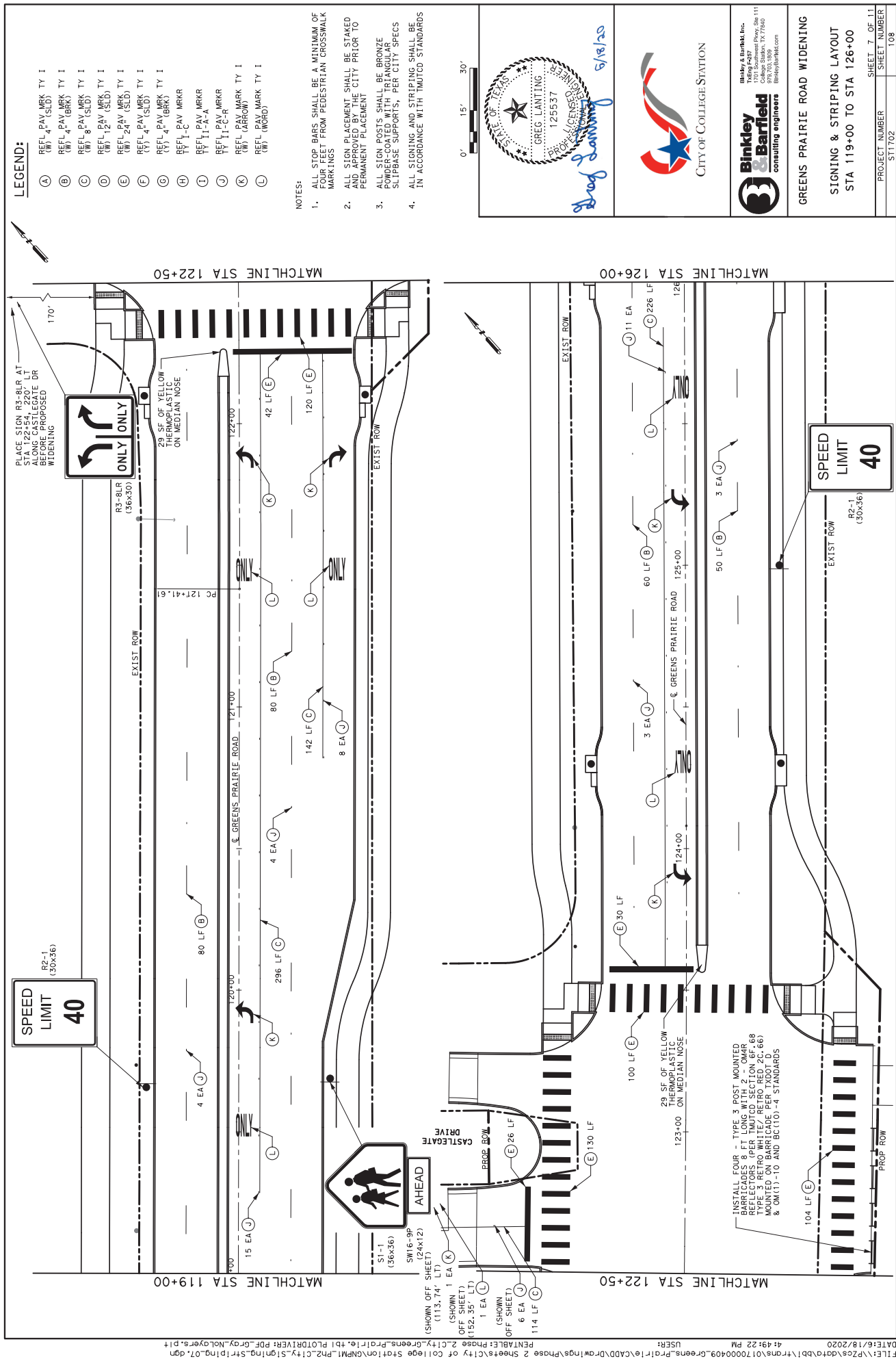
MISCELLANEOUS SIGNAL DETAILS

PROJECT NUMBER	SHEET NUMBER
ST1702	101



Binkley & Barfield
consulting engineers

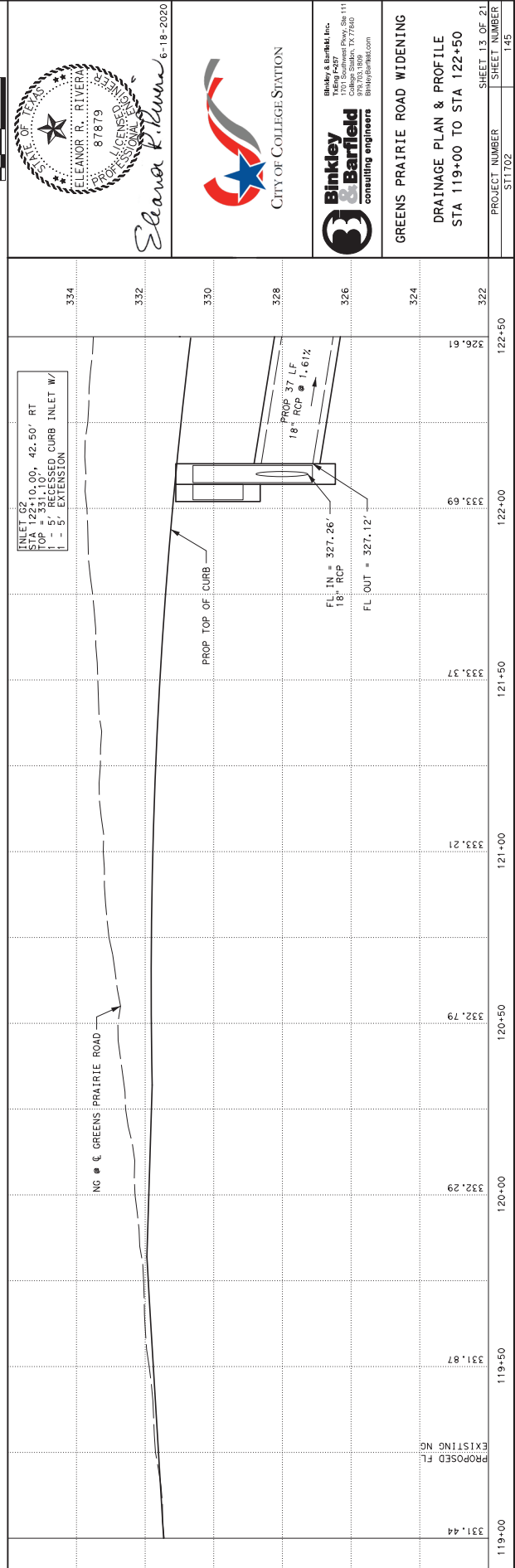
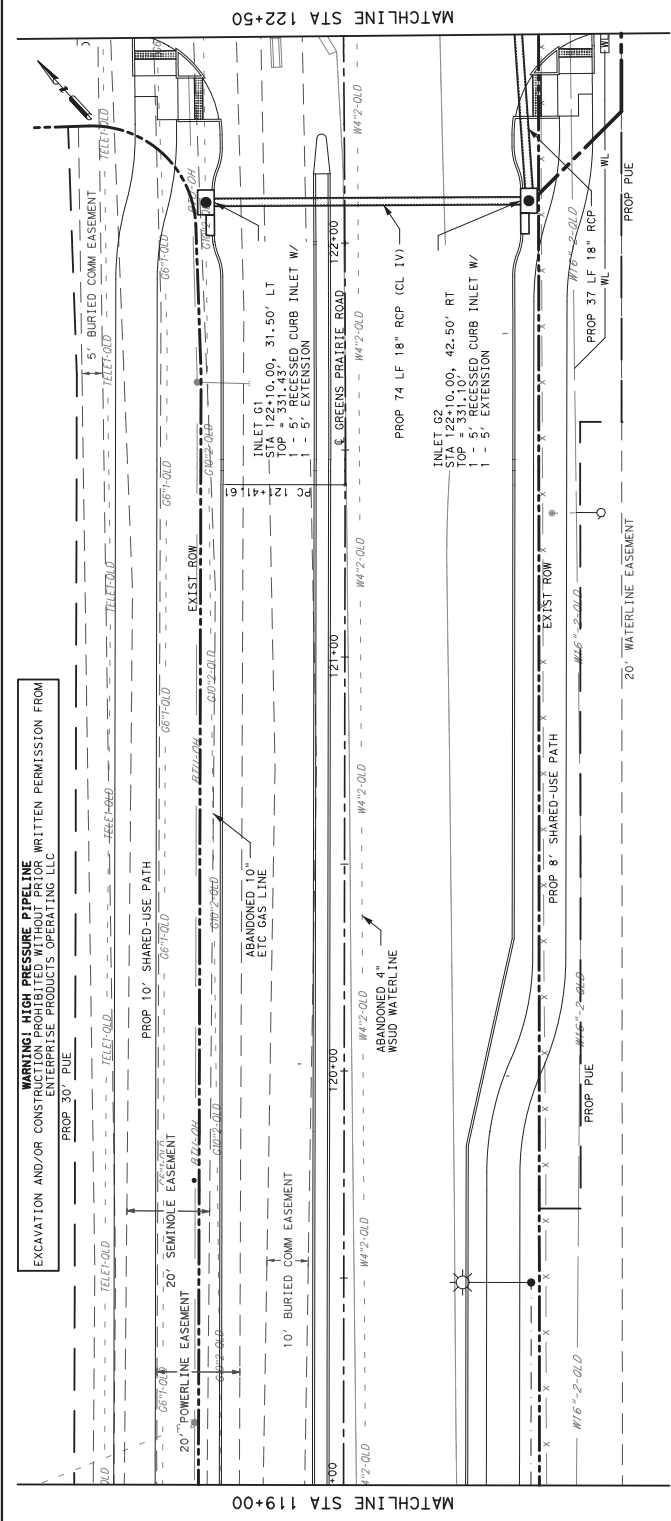
Binkley & Barfield, Inc.
TX-Eng F-257
1701 Southwest Pkwy., Ste 111
College Station, TX 77840
979.703.1809
Binkley@Barfield.com



LEGEND:

- ③ SANITARY SEWER MANHOLE
- UTILITY POLE
- W-1 — GUY WIRE
- W-2 — COCS (WATER)
- FM-1 — WSUD (WATER)
- G-1 — COCS (FORCE MAIN)
- G-2 — ENTERPRISE (GAS)
- G-3 — ENERGY TRANSFER (GAS ABANDONED)
- G-4 — EXPLORER (GAS)
- TELE-1 — ATMOS (GAS)
- BTU-OH — FRONTIER (TELEPHONE)
- OH-OLC — BTU OVERHEAD (ELECTRIC)
- FO-2 — SUDDENLINK AERIAL
- FO-4 — SUDDENLINK (FIBER)
- WATER VALVE
- LUMINAIRE
- AIR RELEASE VALVE

NOTES:
1. STATIONS, OFFSETS, AND DIMENSIONS ARE CALLED OUT TO THE FACE OF CURB.
2. EXISTING UTILITIES SHOWN ACCORDING TO RECORD DRAWINGS. ALL UTILITIES SHALL FIELD VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES BEFORE ANY CONSTRUCTION. ALL UTILITIES SHALL BE PROTECTED AND SHALL REMAIN IN PLACE UNLESS OTHERWISE NOTED ON PLANS. ALL DETAILS SHALL NOT EXCEED 2% SLOPE.
3. SPECIAL DITCH SIDE SLOPES SHALL NOT EXCEED 4:1.



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Seana R. Kline
6-18-2020
Professional Engineer
ELEANOR R. RIVERA
87879
PROFESSIONAL ENGINEER
STATE OF TEXAS

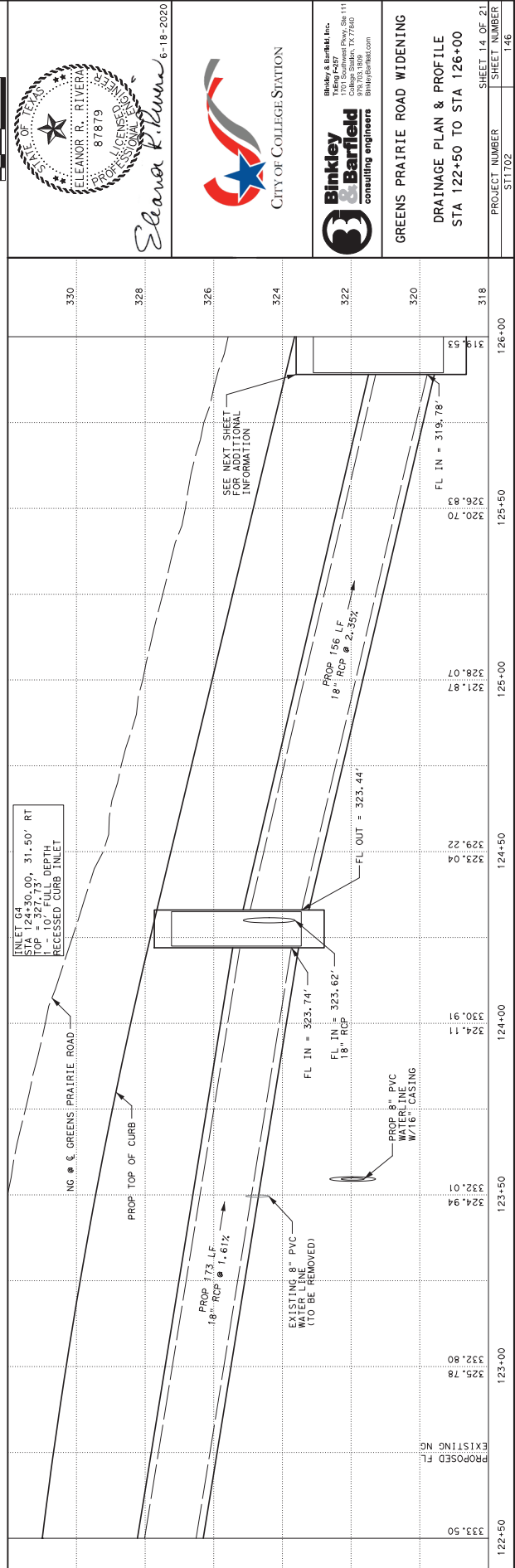
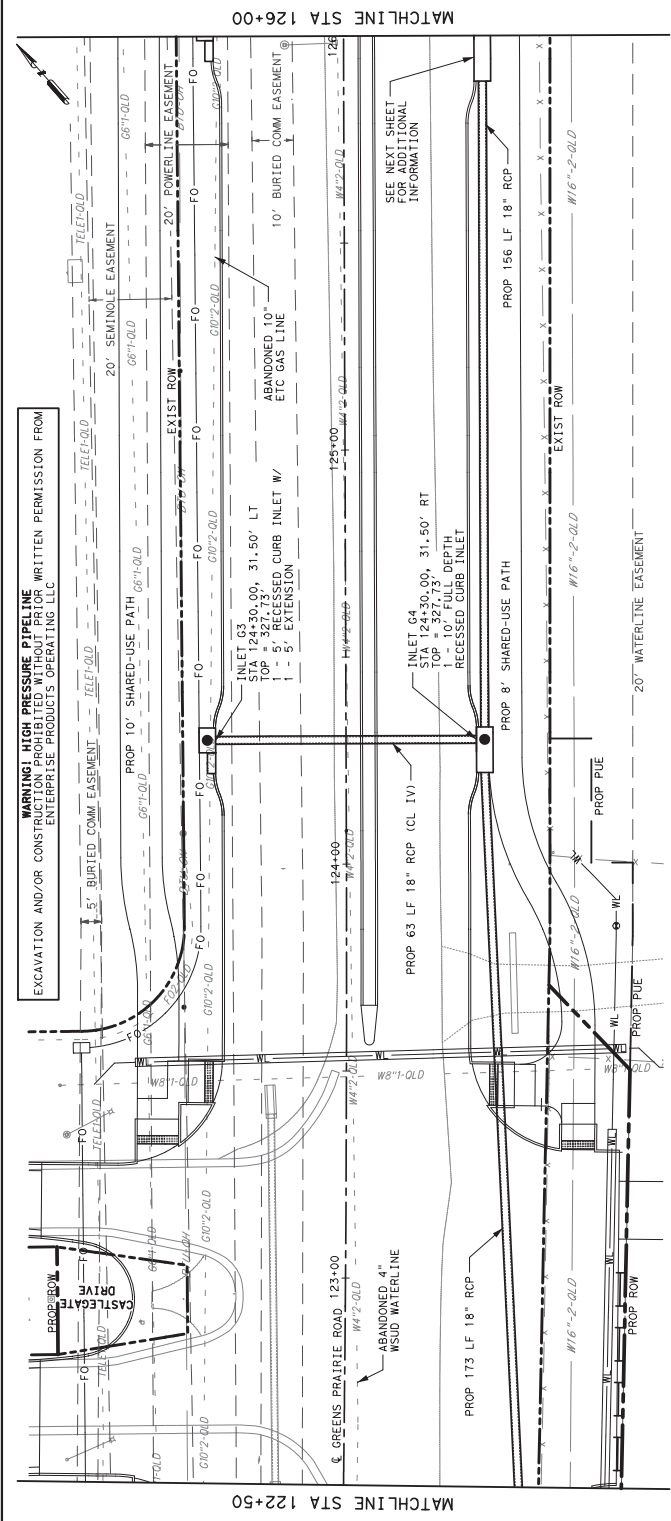
Binkley & Barfield Inc.
17500 Fwy 111
College Station, TX 77840
Binkley & Barfield
consulting engineers

CITY OF COLLEGE STATION
GREENS PRAIRIE ROAD WIDENING
DRAINAGE PLAN & PROFILE
STA 119+00 TO STA 122+50
PROJECT NUMBER ST1702
SHEET NUMBER 145
SHEET 13 OF 21

LEGEND:

- ③ SANITARY SEWER MANHOLE
- UTILITY POLE
- GUY WIRE
- W-1 COCS (WATER)
- W-2 WSUD (WATER)
- FM-1 COCS (FORCE MAIN)
- G-1 ENTERPRISE (GAS)
- G-2 ENTERPRISE (GAS)
- G-3 EXPLORER (GAS)
- G-4 ATMOS (GAS)
- TELE-1 FRONTIER (TELEPHONE)
- BTU-OH BTU OVERHEAD (ELECTRIC)
- OH-OLC SUDENLINK AERIAL
- FO-2 SUDENLINK (FIBER)
- FO-4 CENTURYLINK (FIBER)
- WATER VALVE
- LUMINAIRE
- AIR RELEASE VALVE

NOTES:
1. STATIONS, OFFSETS, AND DIMENSIONS ARE CALLED OUT TO THE FACE OF CURB. EXISTING UTILITIES SHOWN ACCORDING TO RECORD DRAWINGS. CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES. CONTRACTOR SHALL SLOPE ALL LINES PER SHARED USE PATH CROSS SLOPE DETAILS. NOT TO EXCEED 2% SLOPE. CONTRACTOR SHALL SLOPE ALL LINES OTHERWISE NOTED ON PLANS UNLESS SPECIAL DITCH SIDE SLOPES SHALL NOT EXCEED 4:1.



Eleanor R. Rivera
6-18-2020

CITY OF COLLEGE STATION

Binkley & Barfield
consulting engineers

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17667 F427
College Station, TX 77840
Binkley@binkleybarfield.com

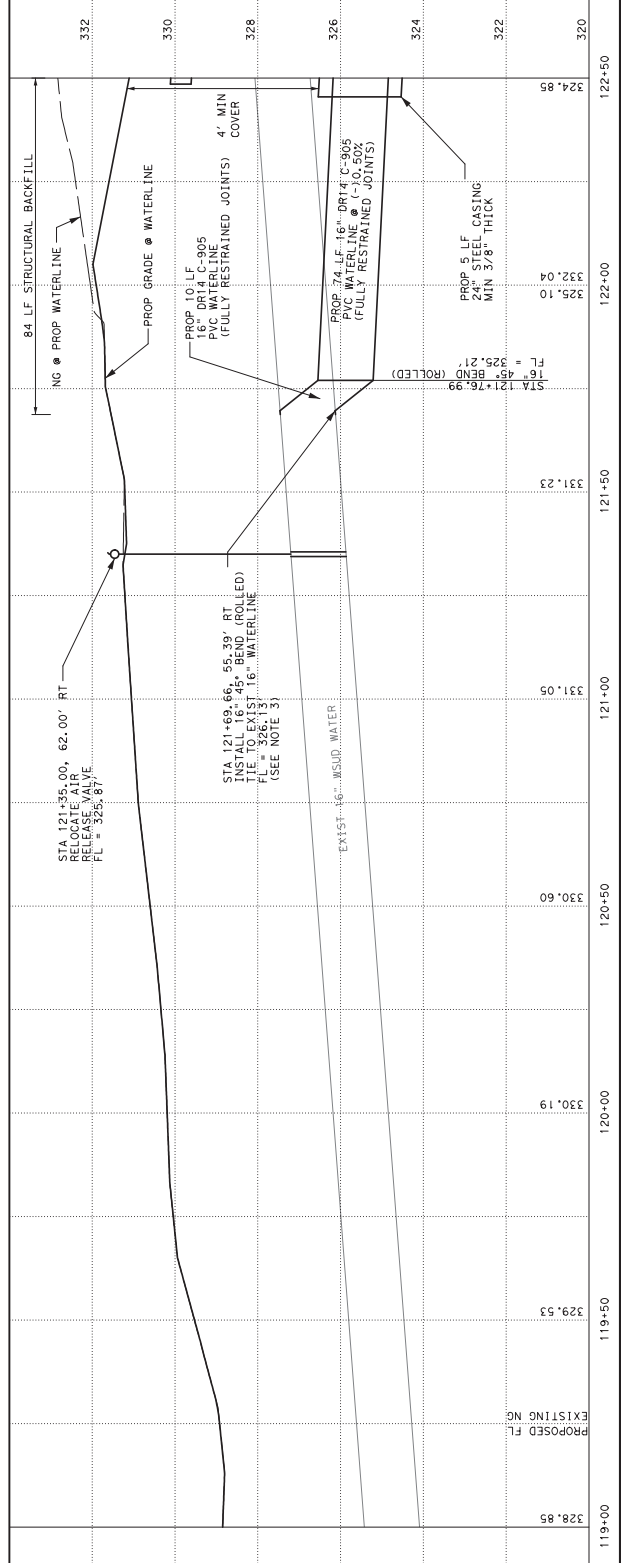
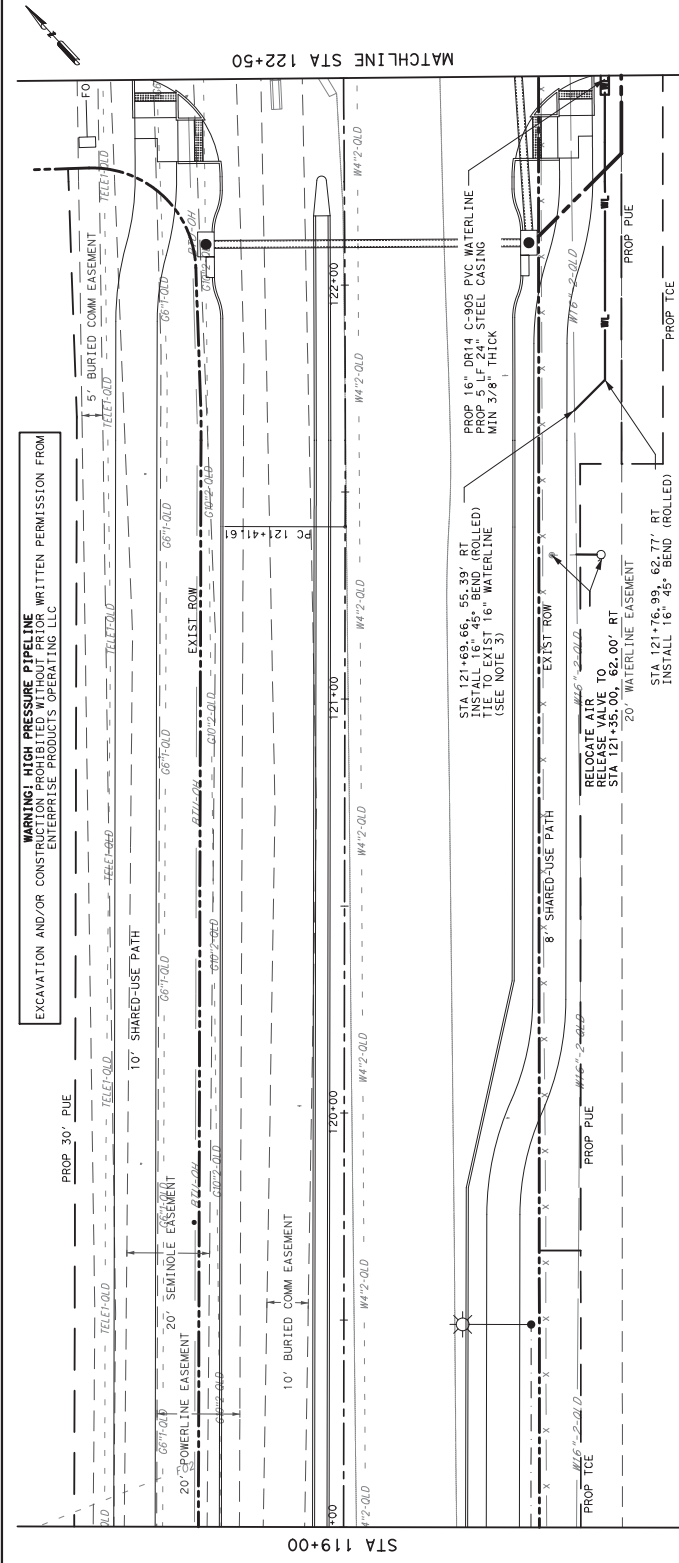
GREENS PRAIRIE ROAD WIDENING
DRAINAGE PLAN & PROFILE
STA 122+50 TO STA 126+00

SHEET 14 OF 21
PROJECT NUMBER ST1702
SHEET NUMBER 146

LEGEND:

- ③ SANITARY SEWER MANHOLE
- UTILITY POLE
- GUY WIRE
- W-1 COCS (WATER)
- W-2 WSUD (WATER)
- FM-1 COCS (FORCE MAIN)
- C-1 ENTERPRISE (GAS)
- C-2 ENERGY TRANSFER (GAS ABANDONED)
- G-3 EXPLORER (GAS)
- G-4 ATMOS (GAS)
- TELE-1 FRONTIER (TELEPHONE)
- BTU-OH BTU OVERHEAD (ELECTRIC)
- OH-OLC SUDENLINK AERIAL
- FO-2 SUDENLINK (FIBER)
- FO-4 CENTURYLINK (FIBER)
- WATER VALVE
- FIRE HYDRANT
- ABANDON WATERLINE
- ABANDON SEWER LINE
- LUMINAIRE
- AIR RELEASE VALVE

- NOTES:
- SEE REMOVAL LAYOUTS FOR UTILITY RELOCATION INFORMATION.
 - ADJUST LOCATIONS OF FITTINGS AS SHOWN ON THIS PLAN TO MATCH EXISTING UTILITIES SHOWN ACCORDING TO BEST AVAILABLE DATA. CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND DEPTHS OF ALL EXISTING UTILITIES BEFORE INSTALLING PROPOSED LINES.
 - CONTRACTOR TO PROVIDE TRENCH SAFETY FOR EXCAVATIONS DEEPER THAN 5 FEET.
 - CONTRACTOR SHALL INSTALL TRACER WIRE & SHAKE PIN ACCESS PER BCS W-3, UNLESS OTHERWISE NOTED.
 - ALL CONSTRUCTION IS NON-STRUCTURAL BACKFILL UNLESS OTHERWISE NOTED.



Seana Kluun 6-18-2020

Professional Engineer
ELEANOR R. RIVERA
87879
PROFESSIONAL ENGINEER
STATE OF TEXAS

CITY OF COLLEGE STATION

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GREENS PRAIRIE ROAD WIDENING

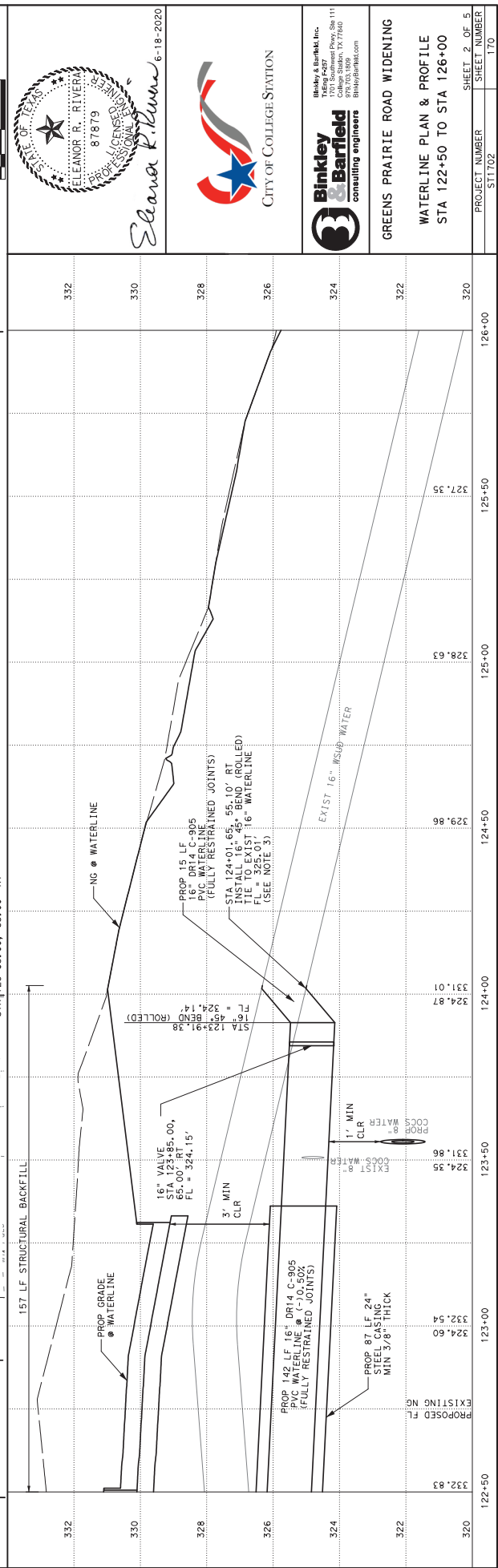
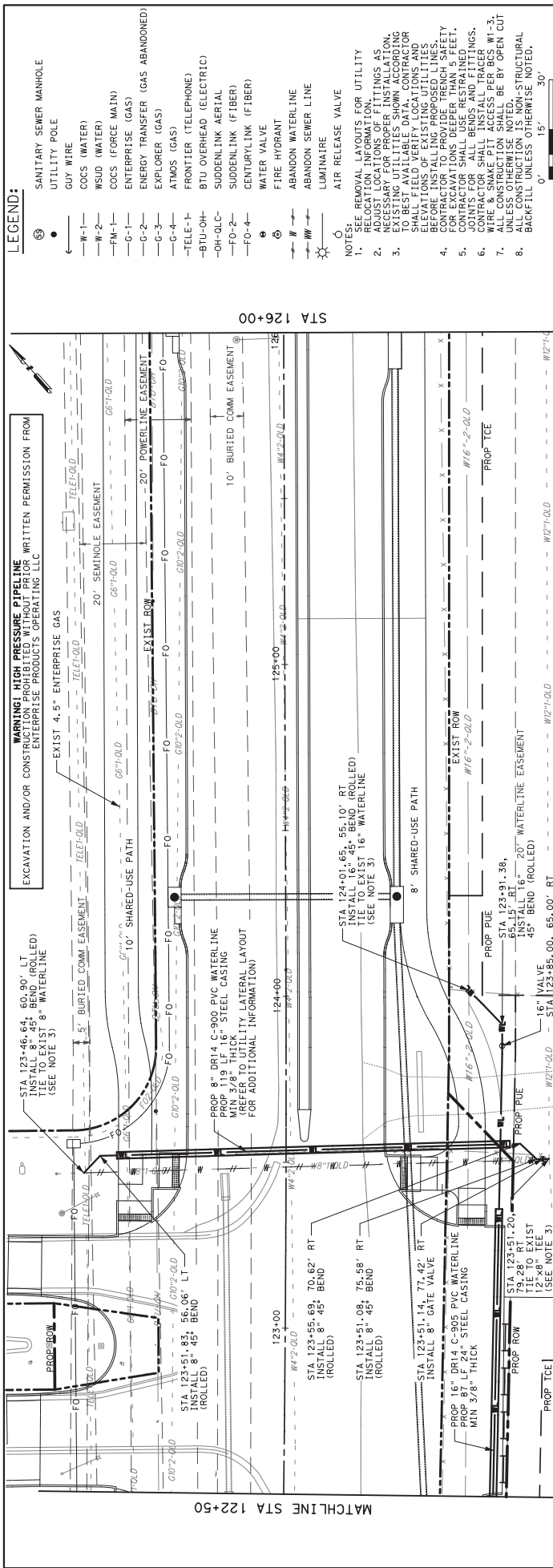
WATERLINE PLAN & PROFILE

STA 119+00 TO STA 122+50

PROJECT NUMBER ST1702

SHEET 1 OF 5

SHEET NUMBER 169





CITY OF COLLEGE STATION

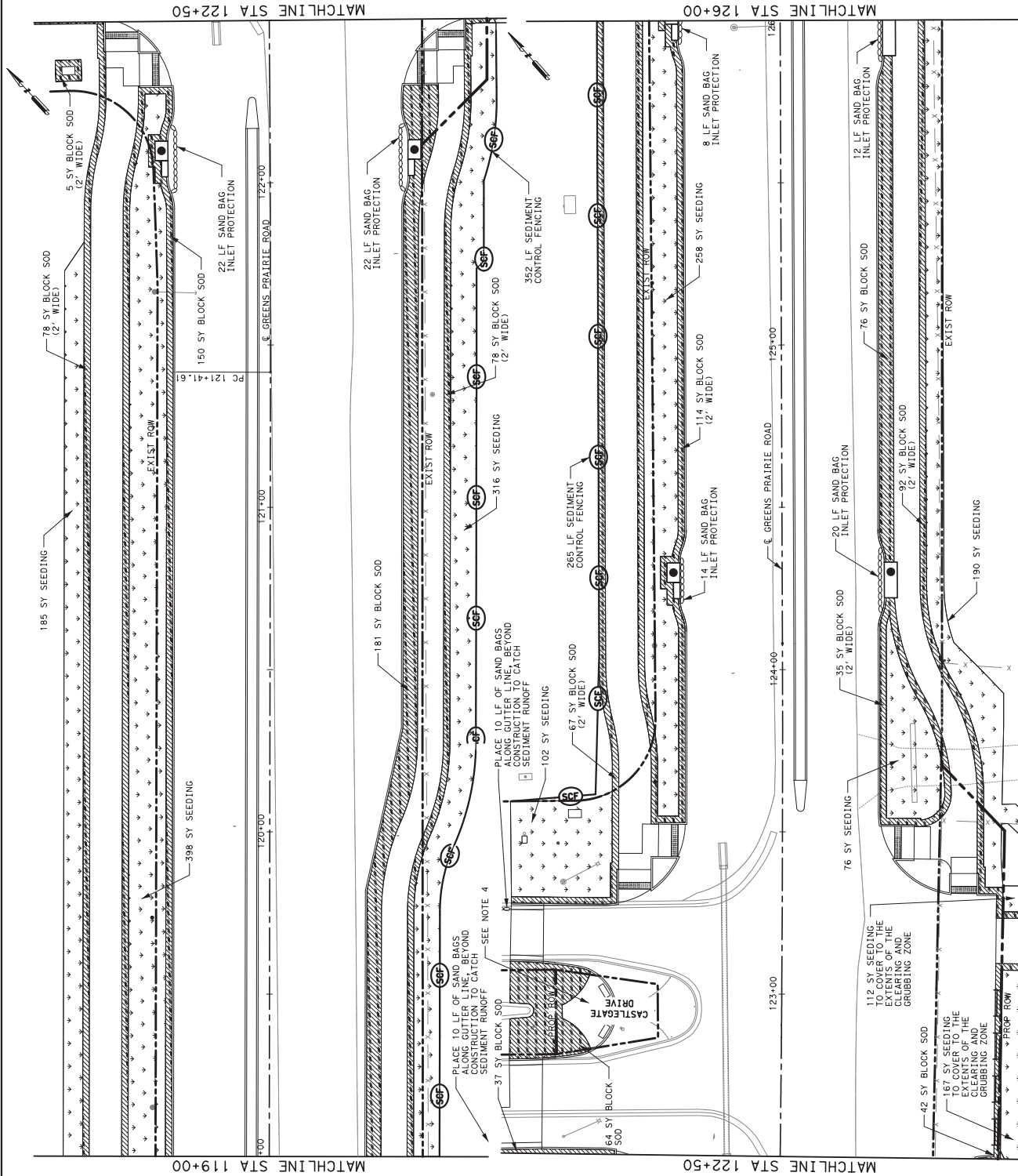


Binkley & Barfield
consulting engineers

Greens Prairie Road Widening
Waterline Plan & Profile
STA 122+50 TO STA 126+00

PROJECT NUMBER
ST1702

SHEET 2 OF 5
SHEET NUMBER
170



LEGEND:

- | | |
|---|---------------------------|
|  | SEDIMENT CONTROL FENCE |
|  | SAND BAG INLET PROTECTION |
|  | HYDRO-MULCH SEEDING |
|  | BLOCK SODDING |
|  | ROCK FILTER DAM |

NOTE:

1. ALL EROSION CONTROL FEATURES ARE SHOWN FOR MANAGING SEDIMENT DURING CONSTRUCTION. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL PLACE APPROPRIATE EROSION CONTROL MEASURES, PER BEST MANAGEMENT PRACTICES, TO CAPTURE ALL POTENTIAL SEDIMENT FLOWS LEAVING THE CONSTRUCTION SITE.
2. CONTRACTOR WILL PROVIDE EROSION CONTROL FEATURES DURING EACH PHASE OF CONSTRUCTION AND CONTINUOUSLY MAINTAIN THROUGHOUT PROJECT.
3. CONTRACTOR WILL PROVIDE THREE CONSTRUCTION EXITS (SWPPP-102) PER CONSTRUCTION PHASE.
4. ASSEMBLY, ROCK & LANDSCAPE LIGHT (APPROXIMATELY 30 YD INCLUDING ROSE BUSHES AND ANNUALS), AND IRRIGATION SYSTEM. CONTRACTOR TO COORDINATE WITH CASTLEGate HOA. (MATCH EXISTING)



**Binkley
& Barfield**
consulting engineers

GREENS PRAIRIE ROAD WIDENING

SW3P LAYOUT

STA 119+00 TO STA 126+00

PROJECT NUMBER	SHEET NUMBER
ST1702	217

LEGEND:

- CRITICAL ROOT ZONE
- STRUCTURAL ROOT ZONE
- PROPOSED DITCH FLOWLINE
- PROPOSED ILLUMINATION CONDUIT
- PROPOSED FIBER OPTIC
- PROPOSED WATER LINE
- PROPOSED SEWER LINE
- TREE IDENTIFIED FOR REMOVAL
- TREE PROTECTION FENCE
- ROOT PRUNING
- LIMITS OF GRADING

NOTE:
1. REFER TO TREE DATA SUMMARY FOR TREATMENT QUANTITIES.



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GREENS PRAIRIE ROAD WIDENING
TREE DATA
STA 119+00 TO STA 126+00

SHEET 7 OF 12
PROJECT NUMBER
SHEET NUMBER
ST1702
228

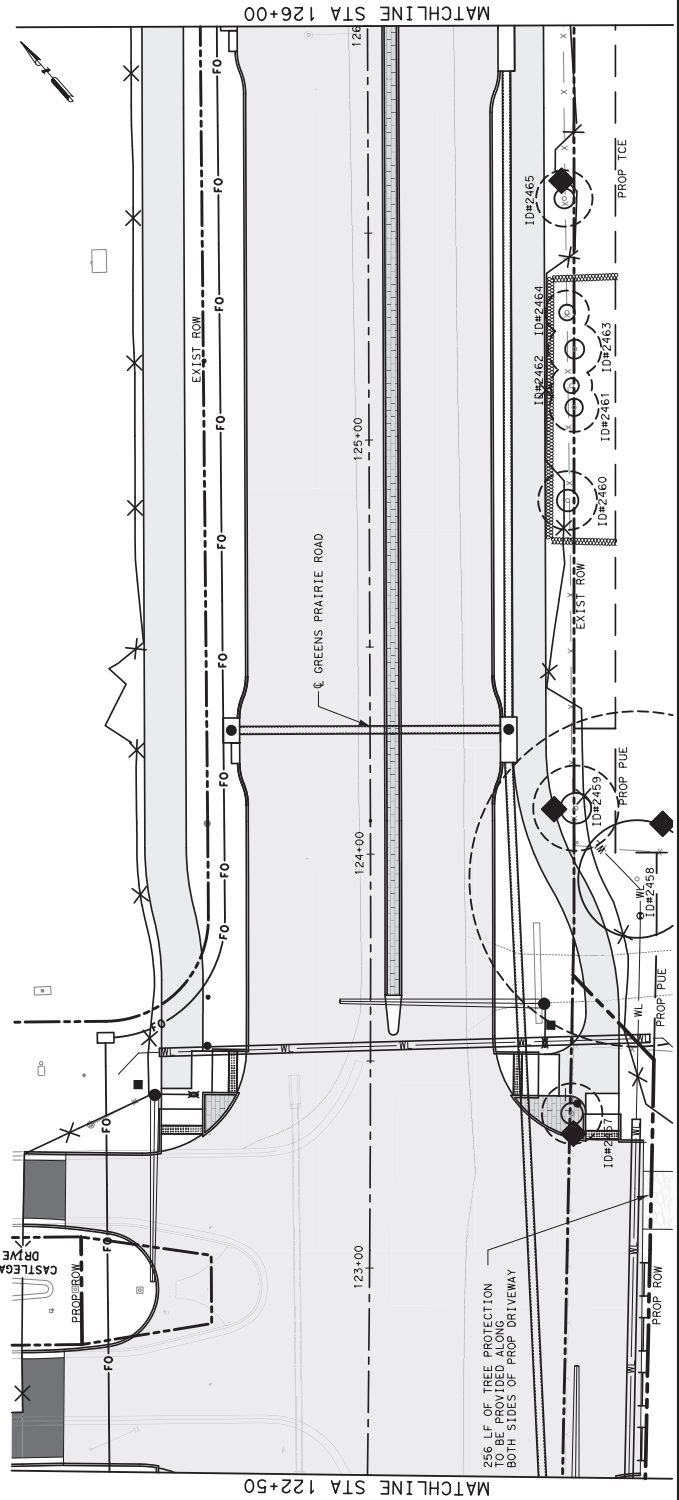
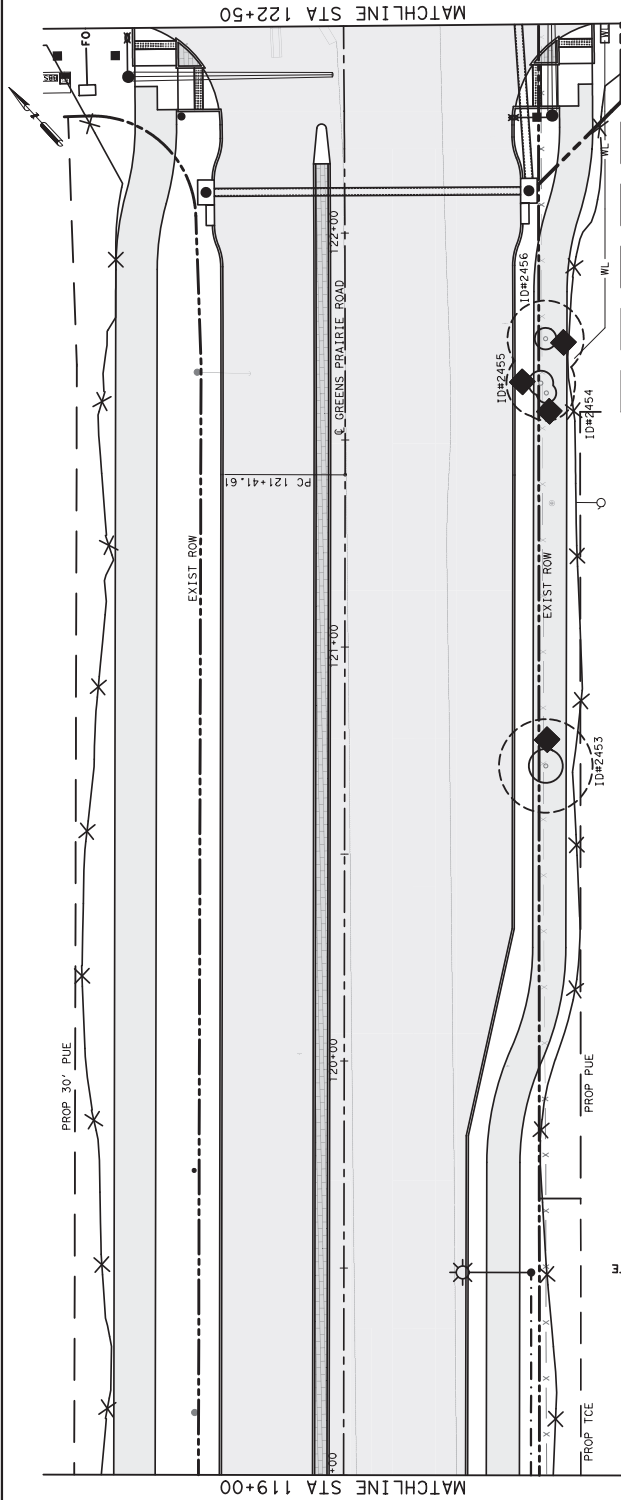


Exhibit C
Diamondback Intersection Bid Items

See attached

DIAMONDBACK INTERSECTION					
189	6	EA	Remove and haul off trees per plans & specifications and dispose offsite, to include clearing and grubbing in vicinity of removals, all material, labor and equipment to complete the work.		
190	670	SY	Clear and grub easement and remove trees as shown on plans & specifications, to include all material, labor and equipment to complete the work.		
191	233	LF	Remove 16" PVC water line as shown on plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.		
192	277	CY	Excavation (in situ) of material in right-of-way to meet design grades of roadway and temporary paving, including hauling, stockpiling, and disposing of excess, to include all material, labor and equipment to complete the work.		
193	287	SY	Install 10" thick continuously reinforced concrete pavement (CRCP) with monolithic curb, as shown on plans & specifications, including all materials, labor and equipment to complete the work complete in-place.		
194	287	SY	Install 8" chemically stabilized and compacted subgrade (4% lime & 3% cement) as shown on plans & specifications, to include proof-rolling, sprinkling, and rolling, all material, labor and equipment to complete the work, complete in-place. (Does not include cost of lime or cement.)		
195	3.4	TON	Lime for stabilization of subgrade.		
196	2.6	TON	Cement for stabilization of subgrade.		
197	418	SY	Install 6" thick concrete intersections as shown on plans & specifications, to include 8" thick chemically stabilized and compacted subgrade (4% lime & 3% cement) and monolithic curb, all materials, labor and equipment to complete the work, complete in-place. To include school and commercial driveways.		
198	2	EA	Install 8' ADA concrete ramps as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.		

199	14	SY	Install raised colored (Butterfield, Integral - Base: U34 Brick Red, Release: R13 Deep Charcoal) and stamped (New Brick Running Bond) concrete including concrete and sub-base as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.		
200	11	LF	Furnish and Install 18" diameter reinforced concrete pipe, Class IV, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.		
201	368	LF	Furnish and Install 8" (W) (SLD) reflective pavement marking (TY I), sealer, and surface preparation as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.		
202	164	LF	Furnish and Install 24" (W) (SLD) reflective pavement marking (TY I), sealer, and surface preparation as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.		
203	19	EA	Furnish and Install TY II-C-R reflective pavement marker as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.		
204	3	EA	Furnish and Install (W) (ARROW) reflective pavement marking (TY I), sealer, and surface preparation as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.		
205	3	EA	Furnish and Install (W) (WORD) reflective pavement marking (TY I), sealer, and surface preparation as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.		
206	4	EA	Furnish and Install Type 3 post mounted barricade as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete in-place.		
207	1	EA	Furnish and Install 4-Section, 12-inch, LED Signal Head w/Louvered Black Aluminum Backplate (Arr-R, Arr-Y, Arr-Y, Arr-G) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.		
208	1	EA	Furnish and Install Streetscape Signal Pole, 30 ft-long with Luminaire, Bronze, Powder Finished as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.		

209	2	EA	Furnish and Install 1-Section LED, 16-inch Pedestrian Countdown Signal Head, w/9" Symbol/Man (Black) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.		
210	2	EA	Furnish and Install Astro-Brac Cable Mount Assy (AB-0131-1-Way Ped Assy w/84" Cable) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.		
211	1	EA	Furnish and Install Pedestrian Push-Button Assembly (Polara Brand APS) w/ Educational "Push Button To Cross Street" Sign 9"x15" R10-3eR as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.		
212	1	EA	Furnish and Install Pedestrian Push-Button Assembly (Polara Brand APS) w/ Educational "Push Button To Cross Street" Sign 9"x15" R10-3eL as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.		
213	1	EA	Furnish and Install 11-ft long Streetscape Pedestal Pole, Bronze, Powder Finished over Galvanized Steel w/ Flanged Base and Pole Collars as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.		
214	1	EA	Furnish and Install ATB2 LED Luminaires, w/8-ft-long Streetscape Support Arms, Bronze as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.		
215	13	LF	Furnish and Install Signal Pole Foundation, 36-inch Diameter as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.		
216	6	LF	Furnish and Install Signal Pole Foundation, 24-inch Diameter as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.		
217	25	LF	Furnish and Install Conduit, 2"-Diameter, Schedule 40 PVC as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.		
218	5	LF	Furnish and Install Conduit, 4"-Diameter, Schedule 40 PVC as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.		
219	108	LF	Furnish and Install 7/C #12 AWG Stranded Signal Cable as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.		

220	460	LF	Furnish and Install 5/C #12 AWG Stranded Signal Cable as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.		
221	175	LF	Furnish and Install THHN 3-1/C #12 Luminaire Cable as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.		
222	30	LF	Furnish and Install Bare Electrical Conductor #8 Wire (Stranded) for Grounding as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.		
223	1	EA	Furnish and Install Confirmation Lights w/ Duracell 75 Watt A19 LED bulbs, w/Power Cable as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.		
224	20	LF	Furnish and Install 3/C #14 AWG Tray Cable for Red Light Confirmation as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.		
225	1	EA	Furnish and Install "Left Turn Yield on Flashing Yellow Arrow" sign (36"x42")(R10-17T) on Signal Mast Arm (3M DG3 Material) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.		
226	241	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 in-place.		
227	92	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 in-place.		
228	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.		
229	1	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.		
230	241	LF	Trench Safety		

231	2	EA	Connect to existing waterline, all sizes, as shown on plans & specifications to include all required fittings, adapters, etc., all material, labor and equipment to complete the work.		
232	1	EA	Relocate air release valve as shown on plans & specifications, to include all material, labor and equipment to complete the work.		
233	100	CY	As needed, rock cut for utility installation to include all material, labor and equipment to complete the work.		
234	256	LF	Furnish and install tree protection fence as shown on plans & specifications and as directed by the Arborist, complete in-place.		

Subtotal: Diamondback Intersection

\$ _____

Exhibit D
Legal Description of Development

Field notes of a 368.57 acre tract or parcel of land, lying and being situated in the A. Babilie Survey Abstract No. 75 and in the William Clark Survey, Abstract No. 101, College Station, Brazos County, Texas, and being part of the 369.894 acre tract described in the following three instruments:

1. Nina Benware Margraves to Green Prairie Ranch, Limited recorded Volume 2747, Page 111, of the Official Records of Brazos County, Texas;

2. Nancy Margraves Hoover to Green Prairie Ranch, Limited recorded in Volume 2747, Page 121, of the Official Records of Brazos County, Texas;

3. Ross D. Margraves, Jr. to Green Prairie Ranch, Limited recorded in Volume 2747, Page 131, of the Official Records of Brazos County, Texas;

and said 369.894 being more particularly described as follows:

BEGINNING at a ½" iron rod found at a 20" post oak tree fence corner found marking the common corner between the beforementioned 369.894 acre tract and a 10.000 acre tract described in the deed to James R. Saunders recorded in Volume 334, Page 191, of the Deed Records of Brazos County, Texas, said corner being an ell corner of the 369.894 acre tract;

THENCE N 44° 08' 50" E along the common line between the beforementioned 369.894 acre tract and the beforementioned 10.000 acre tract (no fence), for a distance of 361.11 feet to a ½" iron rod and cap set at the lower east corner of the said 10.000 acre tract and in the fenced west line of Arrington Road;

THENCE along the fenced west line of Arrington Road, as follows:

S 00° 01' 11" E for a distance of 265.25 feet to a 4" creosote post,

S 02° 03' 56" E crossing a cattle guard entrance for a distance of 154.82 feet to a "T" post,

S 00° 46' 35" E for a distance of 143.42 feet to a "T" post,

S 00° 38' 22" W for a distance of 457.47 feet to a 3" cedar post,

S 01° 49' 31" W for a distance of 393.47 feet to a ½" iron rod and cap set in the common line between the beforementioned 369.894 acre tract and a 300 acre tract described in the deed to Jerry Windham, recorded in Volume 315, Page 734, of the Deed Records of Brazos County, Texas, from which a 6" creosote fence post bears S 01° 50' W - 17.9 feet;

THENCE S 44° 07' 51" W along the common line between the beforementioned 369.894 acre tract and the beforementioned 300 acre tract, adjacent to a fence, for a distance of 2860.99 feet to a ½" iron rod and cap set at the common corner between the said 369.894 acre tract and the 300 acre tract, from which a 10" creosote post fence corner bears S 45° 19' E - 2.1 feet;

THENCE along the common line between the beforementioned 369.894 acre tract lying to the northeast, and the following two tracts lying to the southwest: the beforementioned Windham - 300 acre tract and a 230.13 acre tract described in the deed to Jerry Windham, recorded in Volume 502, Page 672, of the Deed Records of Brazos County, Texas, adjacent to a fence, as follows:

N 45° 19' 13" W for a distance of 812.20 feet to a ½" iron rod and cap set in the middle of an H-Brace at the common corner between the beforementioned 300 acre tract and the beforementioned 230.13 acre tract,

N 46° 15' 06" W for a distance of 2021.67 feet to a dead tree fence corner,

N 46° 39' 49" E for a distance of 335.77 feet to an 8" creosote post fence corner,

N 41° 37' 40" W for a distance of 1990.85 feet to a ½" iron rod and cap set at a 10" creosote post fence corner marking the north corner of the said 230.13 acre tract and in the southeast fenced line of Green Prairie Road West;

THENCE along the fenced southeast line of Green Prairie Road, as follows:

N 45° 03' 31" E for a distance of 1610.40 feet to a 4" x 4" fence post at a cattle guard entrance,

N 43° 52' 23" E for a distance of 1464.25 feet to a ½" iron rod found marking the west corner of a 3.811 acre - Tract Two described in the deed to Jason Storm, recorded in Volume 10460, Page 41, of the Official Records of Brazos County, Texas, and in the northeast line of the beforementioned 369.894 acre tract, from which a 6" creosote post fence corner bears S 35° 06' W - 2.1 feet;

THENCE along the common line between the beforementioned 369.894 acre tract, lying to the southwest, and the following 8 tracts, lying to the northeast:

1) the beforementioned Storm - 3.811 acre tract,

2) a 1.24 acre - Tract One described in the deed to Jason Storm, recorded in Volume 10460, Page 41, of the Official Records of Brazos County, Texas,

3) a 1.45 acre tract described in the deed to Matt Medlock recorded in Volume 699, Page 656, of the Official Records of Brazos County, Texas,

4) a 1.46 acre tract described in the deed to Anthony Medlock recorded in volume 7239, Page 22, of the Official Records of Brazos County, Texas, (see Tract One of Volume 1407, Page 250, of the Official Records of Brazos County, Texas, for description),

5) a 1.50 acre tract described in the deed to William S. Steele, recorded in Volume 582, Page 682, of the Deed Records of Brazos County, Texas,

6) a 1.50 acre tract described in the deed to The Bank of America, N.A., recorded in Volume 11211, Page 29, of the Official Records of Brazos County, Texas,

7) the remainder of a 29.476 acre tract described in the deed to James Willard Craig, Jr., recorded in Volume 875, Page 269, of the Official Records of Brazos County, Texas, and

8) the beforementioned Saunders - 10.000 acre tract, adjacent to a fence, as follows:

S 44° 28' 16" E for a distance of 52.86 feet to a ½" iron rod and cap set,

S 47° 00' 17" E for a distance of 202.30 feet to a 12" post oak tree,

S 46° 40' 49" E for a distance of 145.33 feet to a 3/8" iron rod found,

S 47° 13' 09" E for a distance of 175.00 feet to a 3/8" iron rod found bent, marking the common corner between the beforementioned Storm - 1.24 acre tract, and the beforementioned Medlock - 1.45 acre tract,

S 45° 47' 36" E for a distance of 233.06 feet to a ½" iron rod and cap set at the common corner between the beforementioned Medlock - 1.45 acre tract and the beforementioned Medlock - 1.46 acre tract,

S 46° 13' 04" E for a distance of 233.34 feet to a ½" iron rod and cap set at the common corner between the beforementioned Medlock - 1.46 acre tract and the beforementioned Steele - 1.50 acre tract,

S 45° 23' 10" E for a distance of 233.20 feet to a 3/8" iron rod found marking the common corner between the beforementioned Steele - 1.50 acre tract and the beforementioned Bank of America - 1.50 acre tract,

S 45° 41' 39" E for a distance of 164.41 feet to a ½" iron rod and cap set,

S 45° 55' 03" E for a distance of 74.15 feet to a ½" iron rod found marking the common corner between the beforementioned Bank of America - 1.50 acre tract and the beforementioned Craig - remainder of the 29.476 acre tract,

S 45° 57' 18" E for a distance of 762.79 feet to a ½" iron rod found marking the common corner between the beforementioned Craig remainder of the 29.476 acre tract and the beforementioned Saunders - 10.000 acre tract,

S 49° 28' 01" E for a distance of 22.82 feet to a 36" dead tree,

S 46° 02' 52" E for a distance of 392.37 feet to an 18" post oak tree,

S 45° 11' 38" E for a distance of 441.53 feet to a 30" dead post oak tree,

S 42° 50' 01" E for a distance of 675.32 feet to the PLACE OF BEGINNING, containing 368.57 acres of land, more or less.

May 27, 2021
Item No. 8.7.
Royder Rd Name Change

Sponsor: Emily Fisher, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance to rename Royder Road to Old Royder Road from the realigned roadway to Victoria.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): Staff recommends approval

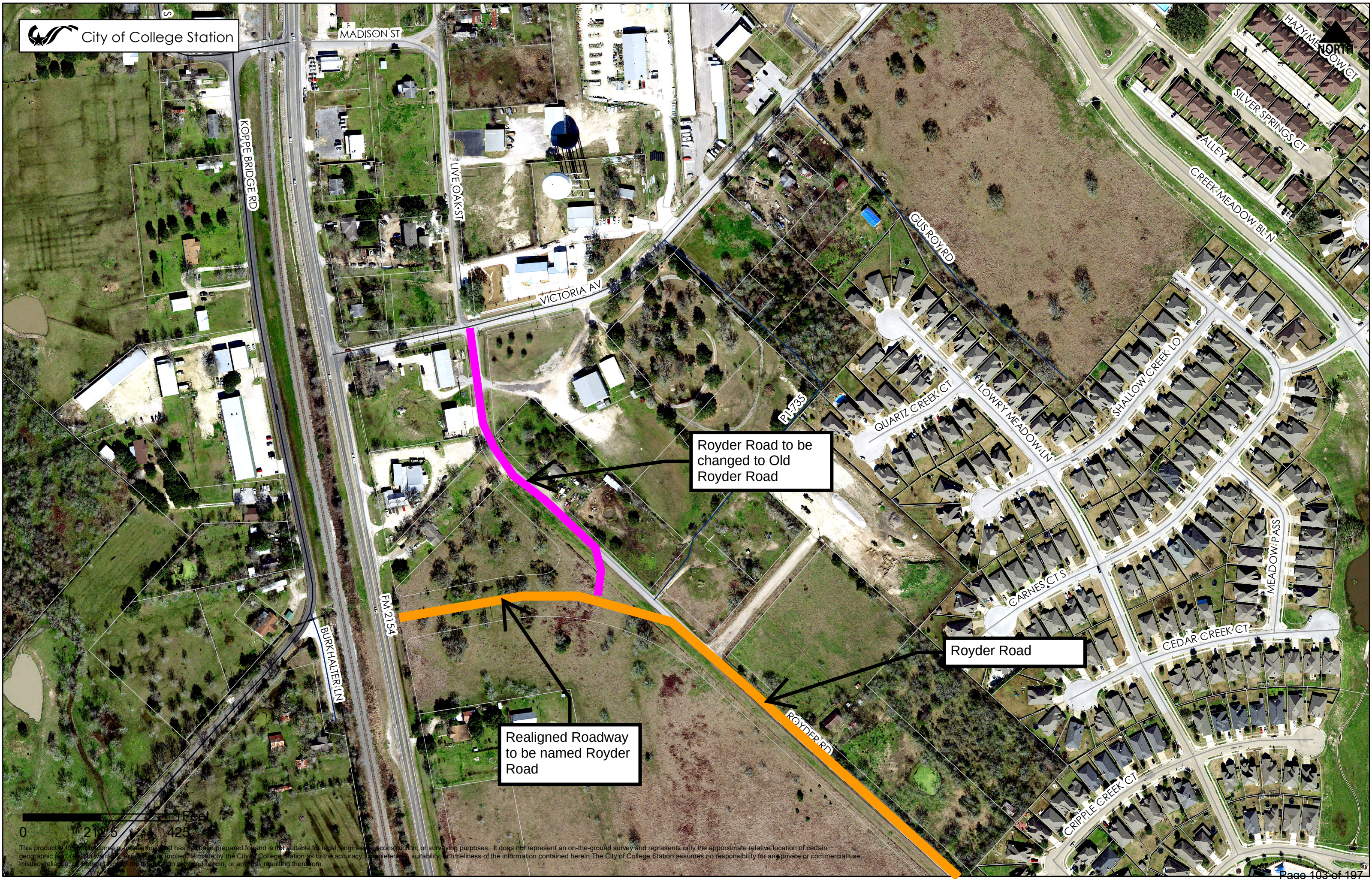
Summary: In an effort to maximize efficiency for emergency responders including fire, police, and medical services, the City of College Station strives to maintain street names that are clearly distinguishable from others within our local 9-1-1 service area. Due to the City of College Station plans to realign Royder Road to connect to FM 2154 instead of Victoria Avenue, City staff is recommending that the street name for the section of Royder between the realignment and Victoria be named Old Royder Road. The name of Royder Road will be carried along the realignment to its intersection with FM 2154.

The owners and residents of the properties that are addressed on these roadways have been notified by letter of the proposed changes. If the proposed ordinance is adopted, a follow up notice will be mailed to these parties to notify them that the changes have been implemented.

Budget & Financial Summary: Budget in the amount of \$5,290,812 is included for this project in the Streets Capital Projects Fund. A total of \$ 4,583,633.77 has been expended or committed to date, leaving a balance of \$707,178.23 in the total project budget. These funds are sufficient for the sign changes needed for this renaming.

Attachments:

1. Exhibit Map
2. Ordinance (Royder Phase 2)_rev_4-30-2021



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, express 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.

ORDINANCE NO. _____

AN ORDINANCE RENAMING ROYDER ROAD AS OLD ROYDER ROAD BETWEEN THE REALIGNED SECTION OF ROYDER ROAD AND VICTORIA AVENUE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is a street located within the City of College Station, Texas (“City”) that is named “Royder Road”; and

WHEREAS, the City is realigning Royder Road from its current intersection with Victoria Avenue to connect to FM 2154; and

WHEREAS, the City strives to maximize efficiency for emergency responders and to maintain street names that are clearly distinguishable from others within the local 911 service area; and

WHEREAS, the City Council of the City of College Station desires to rename Royder Road between the realigned roadway and Victoria Avenue as Old Royder Road to assist in providing continuous street name corridors as depicted in **Exhibit “A”** attached hereto and incorporated herein for all purposes; and

WHEREAS, the property owners currently addressed off of Royder Road have been notified of the proposed street name change and may continue to receive mail from the U.S. Postal Service at the current address or the new address for up to one and a half years to assist in the transition;

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

PART 1: That the street currently named Royder Road between realigned Royder Road and Victoria Avenue be renamed Old Royder Road as graphically depicted in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.

PART 2: The City Manager or his designee is authorized to expend funds and to take all measures reasonably necessary to give effect to the street name changes in accordance with this Ordinance.

PART 3: That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

PART 4: This Ordinance goes into effect immediately upon passage by the City Council.

PASSED, ADOPTED and APPROVED this 27th day of May, 2021.

ATTEST:

APPROVED:

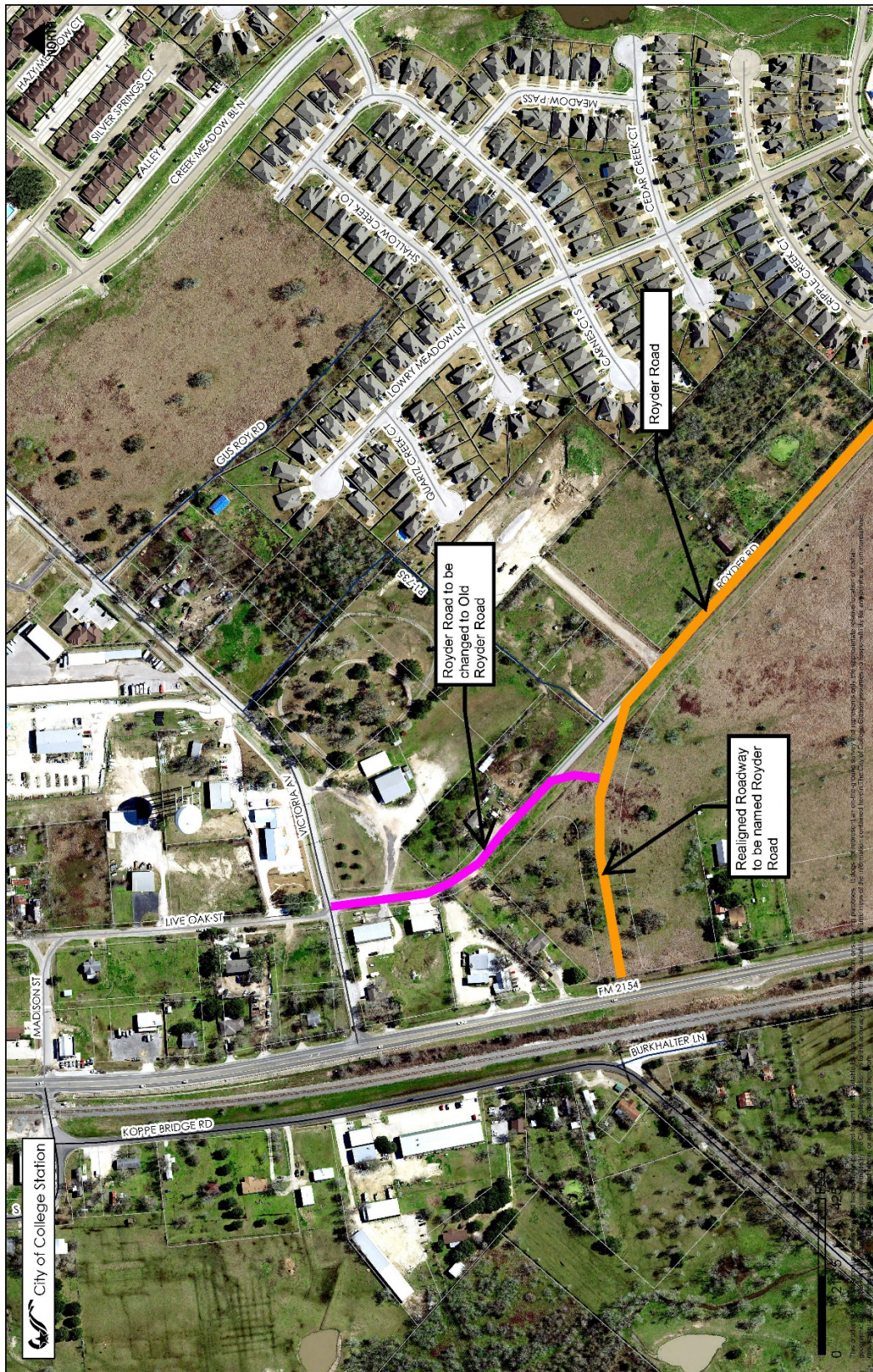
City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A



May 27, 2021
Item No. 8.8.
Rock Prairie UP Railroad Agreement

Sponsor: Emily Fisher, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an agreement between the City of College Station and Union Pacific Railroad Company to reconstruct and widen the existing permitted Rock Prairie railroad crossing.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): Staff recommends approval

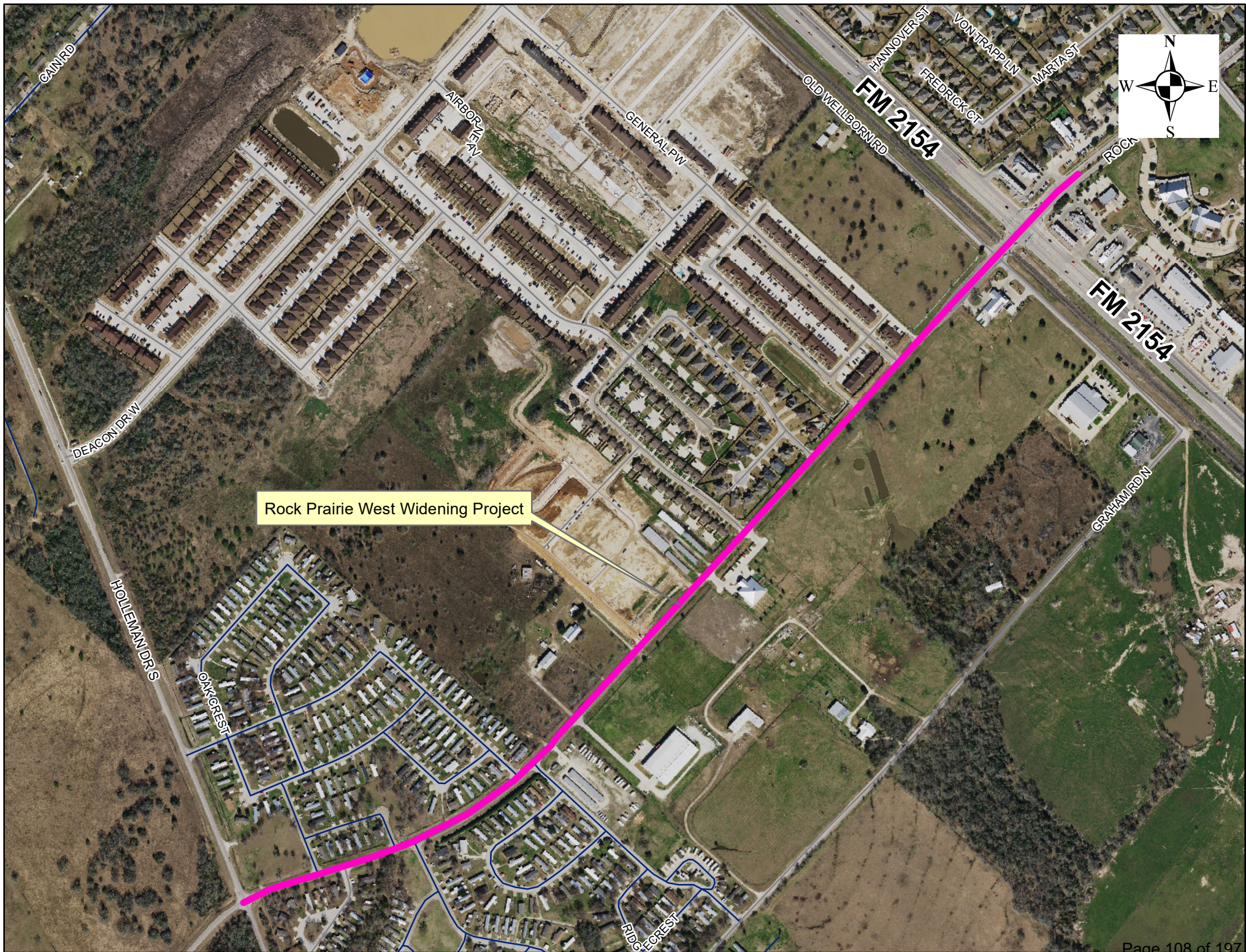
Summary: The City is undertaking a project to widen Rock Prairie from FM 2154 to Holleman Drive from a 2 lane rural roadway to 3 lane concrete section with bike lanes and sidewalks. This includes widening the railroad crossing and improving the interconnect signal at the intersection Rock Prairie and FM 2154. This will significantly help with the mobility and safety of this intersection. Widening the crossing and improving the gates of the existing crossing requires design and approval by Union Pacific Railroad.

This agreement will allow the City to widen the roadway across the railroad right of way with the payment of Right-of-Way fee, Maintenance fees and a Construction reimbursement payment from the City to Union Pacific Railroad. The amount to be paid to UPRR totals \$1,142,022.00. This includes \$51,800 for use of UP's right of way, \$306,000 for maintenance of the crossing for the next 20 years, and \$784,222 for the construction of the railroad crossing signal.

Budget & Financial Summary: Budget in the amount of \$7,390,000 is included for this project in the Streets Capital Projects Fund. A total of \$930,360.53 has been expended or committed to date, leaving a balance of \$6,459,639.47 in the total project budget for this agreement obligations and future construction.

Attachments:

1. Project Map
2. 1621-25 Public Highway At Grade Crossing-signal revised



PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

ROCK PRAIRIE ROAD
DOT 906632N
MILE POST 69.7, NAVASOTA SUBDIVISION
COLLEGE STATION, BRAZOS COUNTY, TEXAS

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20____ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **CITY OF COLLEGE STATION**, a municipal corporation or political subdivision of the State of Texas to be addressed at 1100 S Texas Avenue, College Station, TX 77840 ("Political Body").

RECITALS:

By instrument dated March 17, 1998 the Railroad and the Political Body entered into an agreement (the "Original Agreement") covering the construction, use, maintenance and repair of an at grade public road crossing over Rock Prairie Road DOT Number 906632N at Railroad's Milepost 69.7 on Railroad's Navasota Subdivision at or near College Station, Brazos County, Texas.

The Political Body now desires to undertake as its project (the "Project") the reconstruction and widening of the road crossing that was constructed under the Original Agreement. The road crossing, as reconstructed and widened is hereinafter the "Roadway" and the portion of the Railroad's property where the Roadway crosses the Railroad's property is the "Crossing Area."

The right of way granted by the Railroad to the Political Body under the terms of the Original Agreement or a separate document is not sufficient to allow for the reconstruction and widening of the Roadway. Therefore, under this Agreement, the Railroad will be granting additional rights to the Political Body to facilitate the reconstruction and widening of the Roadway. The portion of Railroad's property that Political Body needs to use in connection with the Roadway ("New Crossing Area") including the right of way area covered under the Original Agreement or in a separate document ("Existing Crossing Area") is shown on the print marked **Exhibit A** and also plans marked **Exhibit A-1**, with each exhibit being attached hereto and hereby made a part hereof (the "Crossing Area").

In support of its Project, the Political Body has requested the Railroad's cooperation in connection with installing grade crossing protection devices, installing highway traffic control signals, and installing the necessary relays and other materials required to interconnect and coordinate the operation of said railroad grade crossing protection devices with the operation of said highway traffic control signals. Said work is to be performed at the sole expense of Political Body.

The Railroad and the Political Body are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBIT B

The general terms and conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT

For and in consideration of the sum of **FIFTY ONE THOUSAND EIGHT HUNDRED DOLLARS (\$51,800.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration] of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area.

For purposes of advanced signal preemption, Railroad hereby grants permission and authority to Political Body and/or its Contractor (as defined below) to install the conduit with the necessary wiring on Railroad right of way on the condition that prior to performing any work on Railroad's property, Political Body shall, or shall require its Contractor to, notify the Railroad and/or enter into a right of entry agreement with Railroad, as applicable pursuant to the terms and conditions of this Agreement.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP File Folder No. 1621-25

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the

Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimate dated 3/24/2021 and 3/28/2021, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is SEVEN HUNDRED EIGHTY FOUR THOUSAND TWO HUNDRED TWENTY TWO DOLLARS (\$784,222.00).

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Political Body acknowledges that the Estimate does not include any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project and final billing to the Political Body within one hundred eighty (180) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. PLANS

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and

submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and

specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

Section 11. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and Political Body have executed this Agreement.
- (ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

Section 12. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body

agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

Section 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

Section 15. TERMINATION OF ORIGINAL AGREEMENT

Upon the completion of the Roadway, the Original Agreement shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Roadway.

Section 16. SIGNAL PREEMPTION

A. Political Body and Railroad, severally and collectively, agree to interconnect and coordinate the operation of the railroad grade crossing protection devices with the operation of the highway traffic control signals at the Crossing Area, in accordance with the design schematic marked **Exhibit E**, hereto attached and hereby made a part hereof (the "Designs").

B. Political Body, at its expense, shall furnish all material, labor, equipment and supervision for the installation and maintenance of highway traffic control signals at the Crossing Area, as applicable in accordance with the Designs.

C. Railroad, at Political Body's expense, shall furnish all material, labor, equipment and supervision for the work described in the Estimate(s) and in accordance with the Designs, including, as applicable, installation of signals and/or appurtenances and installation of the necessary relays and other materials required to interconnect and coordinate the operation of the highway traffic control signals to be installed by the Political Body.

D. Each party shall take all suitable precautions to prevent any interference (by induction, leakage of electricity or otherwise) with the operation of the other party's signals or communications lines, or those of its tenants; and if, at any time, the operation or maintenance of its signals results in any electrostatic effects, the party whose signals are causing the interference shall, at its expense, immediately take such action as may be necessary to eliminate such interference.

E. Except as set forth in this Section, Political Body shall not be liable to Railroad on account of any failure of Railroad's warning devices to operate properly, nor shall Railroad have or be entitled to maintain any action against Political Body arising from any failure from Railroad's warning devices to operate properly. Similarly, Railroad shall not be liable to Political Body on account of any failure of Political Body's traffic signal to operate properly, nor shall Political Body have or be entitled to maintain any action against Railroad arising from any failure of Political Body's traffic signal to operate properly.

Section 17. SIGNAL MAINTENANCE COSTS

Also on the Effective Date, the Political Body agrees to pay to Railroad the sum, of THREE HUNDRED SIX THOUSAND DOLLARS AND ZERO ONE HUNDREDTHS (\$306,000.00) as advanced payment for Railroad's maintenance of the railroad crossing warning for the next twenty (20) years. On or before the date that is the twentieth anniversary of the Effective Date ("Twenty Year Anniversary Date"), as well as on the anniversary date of each subsequent one year period, a new, annual, fee will be calculated for signal maintenance. This new annual fee will be determined by the Railroad and will be based on the then-current number of signal units at the Crossing Area, and the per unit amount will be determined at a rate based on the American Association of Railroad's (AAR) signal unit cost index. The Political Body shall pay to the Railroad such new annual maintenance fees and such changes in the maintenance fee may be made by the Railroad by means of automatic adjustment in billing. Such new annual fees calculated after the Twenty Year Anniversary Date may be re-determined by the Railroad at any time subsequent to the expiration of five (5) years following the date on which such annual fee was last determined or established. Such changes in the maintenance fee may be made by means of automatic adjustment in billing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
Printed Name: _____
Title: _____

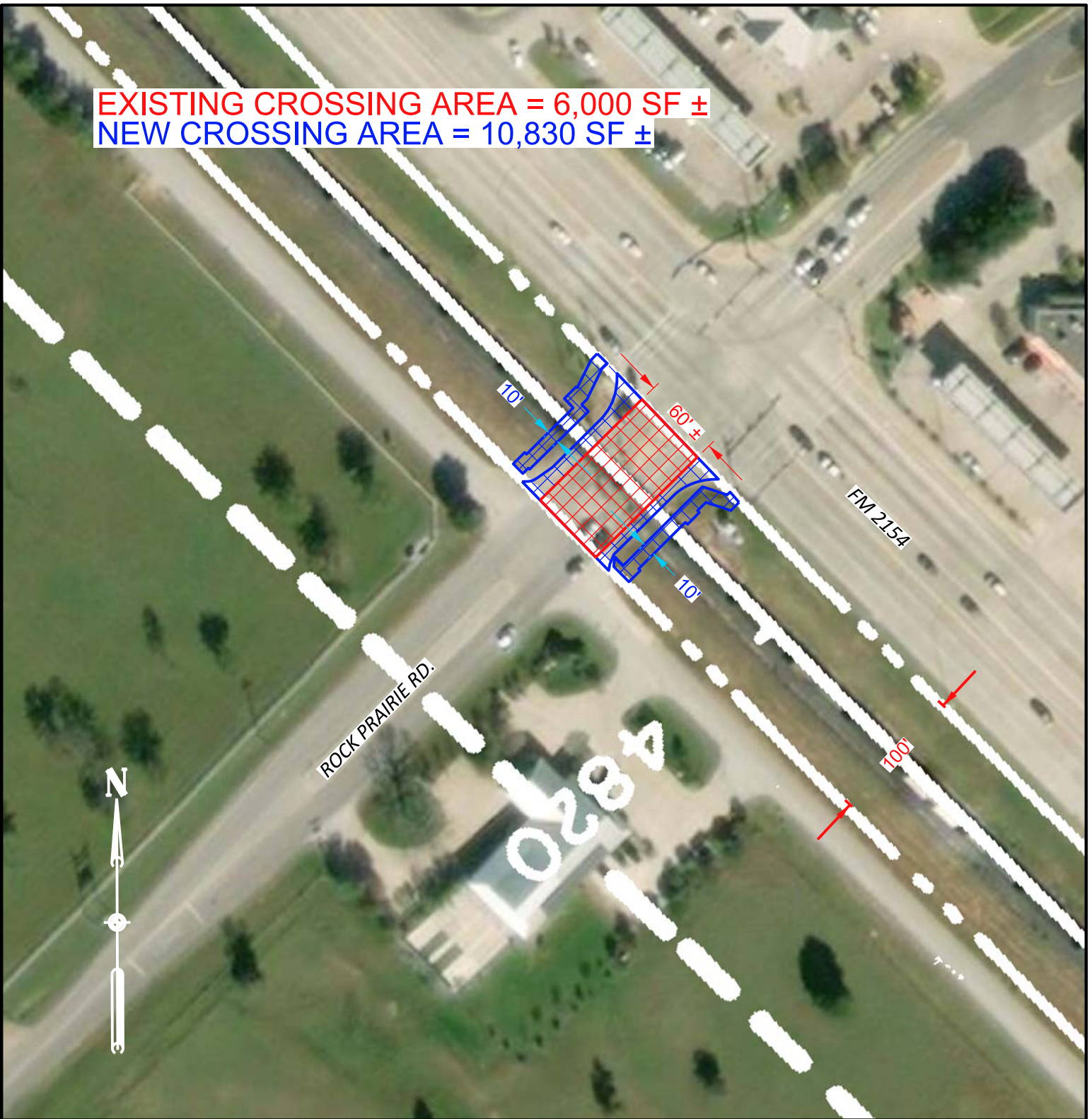
CITY OF COLLEGE STATION

By: _____
Printed Name: _____
Title: _____

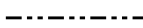
**EXHIBIT A
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

Exhibit A will be a print showing the Crossing Area (see Recitals)

EXISTING CROSSING AREA = 6,000 SF ±
NEW CROSSING AREA = 10,830 SF ±



LEGEND:

EXISTING CROSSING AREA 
NEW CROSSING AREA 
UPRRCO. R/W OUTLINED 

NOTE: BEFORE YOU BEGIN ANY WORK, SEE
AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

COLLEGE STATION, BRAZOS COUNTY, TX

M.P. 69.7 - NAVASOTA SUB.

MAP HTC TX V-2 / 24

SCALE: 1" = 100'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 9/11/2019

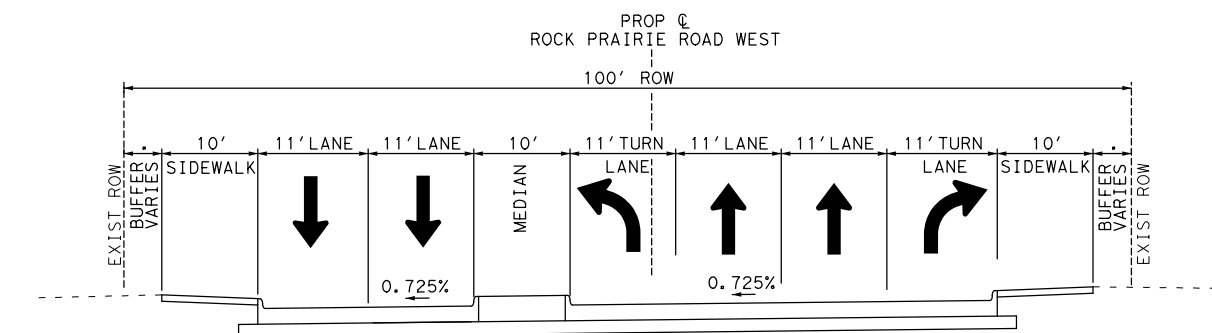
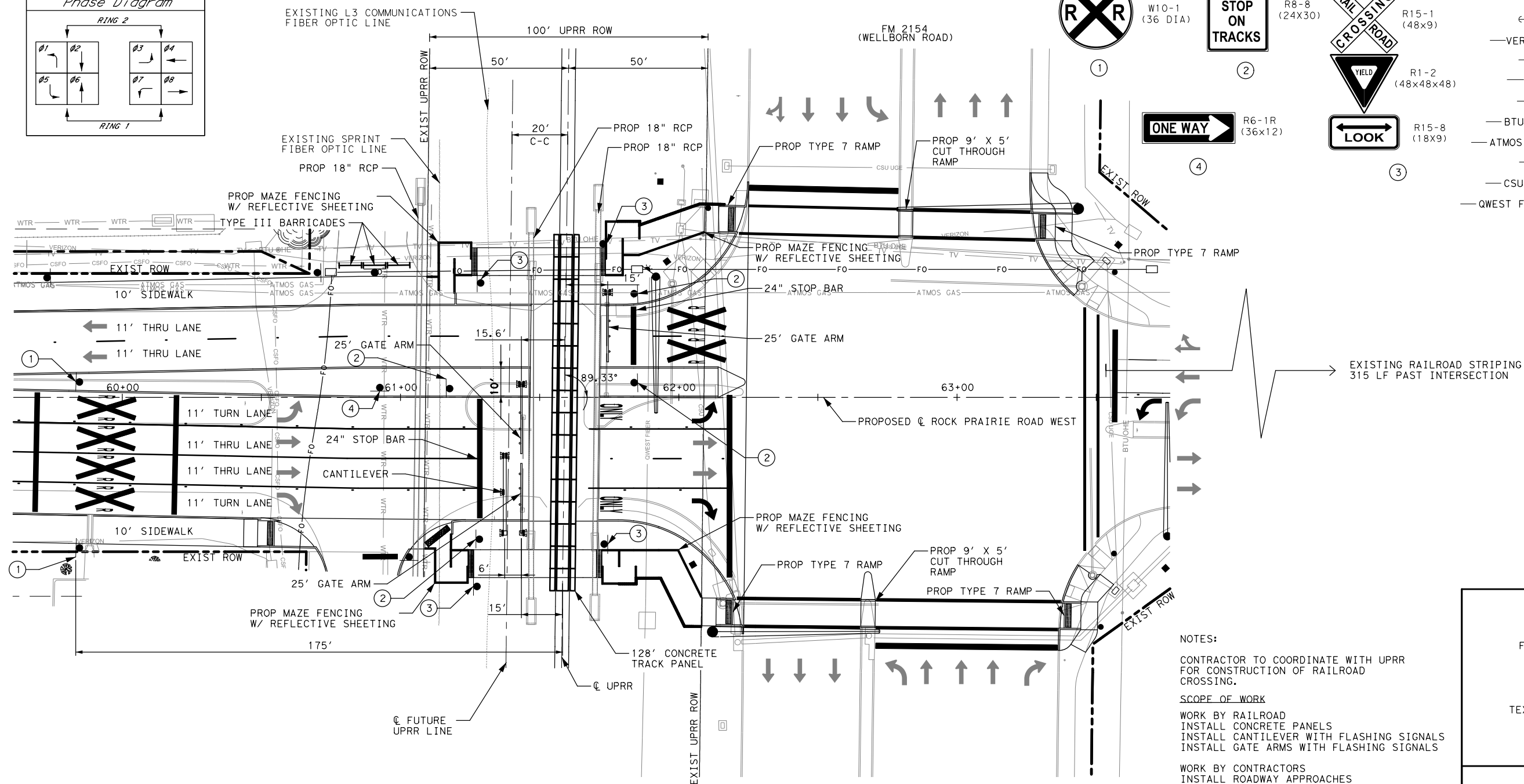
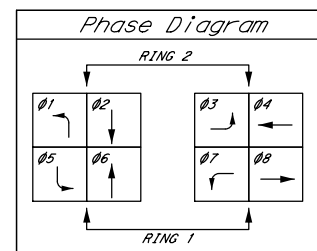
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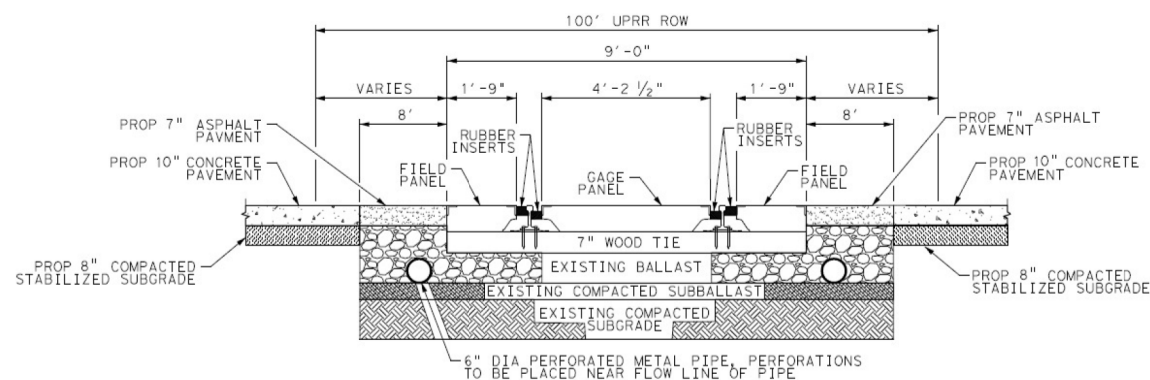
**EXHIBIT A-1
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

Exhibit A-1 will be the plans of the Crossing Area (see Recitals)



PROPOSED ROCK PRAIRIE TYPICAL SECTION

AT UPRR CROSSING
N. T. S.



N. T. S.



W10-1
(36 DIA)

**DO NOT
STOP
ON
TRACKS**

R8-8
(24X30)



R15-1
(48x9)

R1-2
(48x48x48)

RTS-8
(18X9)

LEGEND:

← GUY WIRE

—VERIZON— VERIZON

—WTR— WATER LINE

—CSFO— EXIST FIBER OPTIC LINE

—TV— SUDDENLINK OVERHEAD LINE

—BTU OHE— BTU OVERHEAD ELECTRIC

—ATMOS GAS— ATMOS GAS LINE

—FO— PROP FIBER OPTIC LINE

—CSU UGE— CSU UNDERGROUND ELECTRIC

—QWEST FIBER— QWEST FIBER OPTIC

 TREE

EXISTING RAILROAD STRIPING
315 LF PAST INTERSECTION

NOTES:

CONTRACTOR TO COORDINATE WITH UPRR
FOR CONSTRUCTION OF RAILROAD
CROSSING.

SCOPE OF WORK

WORK BY RAILROAD
INSTALL CONCRETE PANELS
INSTALL CANTILEVER WITH FLASHING SIGNALS
INSTALL GATE ARMS WITH FLASHING SIGNALS

WORK BY CONTRACTORS
INSTALL ROADWAY APPROACHES
INSTALL PAVEMENT MARKINGS ON APPROACHES
INSTALL RAILROAD SIGNS

THESE DOCUMENTS ARE FOR
INTERIM REVIEW AND NOT
FOR CONSTRUCTION, BIDDING
OR PERMIT PURPOSES.

RESPONSIBLE ENGINEER:

ELEANOR R. RIVERA, P.E.
TEXAS REGISTRATION NO. 87879

9/18/2018



ROCK PRAIRIE ROAD WEST
WIDENING PROJECT

RAILROAD EXHIBIT

PROJECT NUMBER
ST1604

SHEET NUMBER
1

Page 121 of 197

**EXHIBIT B
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating

property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by and at the expense of the Railroad.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental

thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill

Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal

Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice

President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except

holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT

Exhibit C (if applicable) will be Railroad's Material and Force Agreement Estimate.

Material And Force Account Estimate

CITY OF COLLEGE STATION

Estimate Creation Date: 7/2/2019 Number: 119246 Version: 2

Estimate Good Until 03/24/22

Location: NAVASOTA SUB, SIMN, 48.75-49

Buy America: Yes

Description of Work: COLLEGE STATION, TX ROCK PRAIRIE ROAD MP 69.70 NAVASOTA SUBDIVISION DOT# 906632N WO#45819 PID#102063 100% RECOLLECTABLE

COMMENTS	Description	SubDivision	From MP	To MP	QTY	UOM	Unit Cost	LABOR	MATERIAL	TOTAL	UP 00%	Agncy 100%
SIGNAL												
	Xing - 1 Trk CWE w/Four Quad Gates	NAVASOTA SUB	48.75	49	1	EA	192,474.00	67,200	125,274	192,474	0	192,474
	Xing - Track Card (Main and Stand-by) New Cable				3	EA	12,889.00	18,000	20,667	38,667	0	38,667
	Xing - Sidelight				4	EA	907.00	0	3,628	3,628	0	3,628
	Xing - Cantilever Arm <41'				32	LF	767.00	0	24,544	24,544	0	24,544
	Xing - Cantilever Mast <37' Cant				1	EA	23,613.00	18,750	4,863	23,613	0	23,613
	Xing - Dax Cable 1000'				1.25	EA	6,440.00	5,000	3,050	8,050	0	8,050
	Xing - Track Filter/Battery				1	EA	240.00	0	240	240	0	240
	Xing - Remove Location (Gates/Cants)				1	LS	4,000.00	4,000	0	4,000	0	4,000
	Xing - Engineering Design				1	LS	12,989.00	12,989	0	12,989	0	12,989
	Xing - Boring				1	LS	20,000.00	0	20,000	20,000	0	20,000
	Xing - Meter Service				1	LS	10,000.00	0	10,000	10,000	0	10,000
	Xing - Fill/Rock/Gravel				1	LS	20,000.00	0	20,000	20,000	0	20,000
	Xing - Contract Services for Preempt Cutover				1	LS	20,000.00	0	20,000	20,000	0	20,000
	Xing - Labor Additive				1	LS	145,826.00	145,826	0	145,826	0	145,826
Sub-Total =								271,765	252,266	524,031	0	524,031
Totals =								271,765	252,266	524,031	0	524,031
Grand Total =								\$524,031				

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, CITY OF COLLEGE STATION will pay actual construction costs at the current rates effective thereof.

Material And Force Account Estimate

College Station

Estimate Number: 123446 Version: 1

Standard Rates: Labor Additive = 233.58%

Estimate Good Until 03/28/22

Location: NAVASOTA SUB, SIMN, 69.68-69.72
Description of Work: Navasota Sub. MP 69.7
DOT 906632N, Rock Prairie Road, College Station, TX.
Install new 128 ft crossing
Prepared For:
Buy America: Yes

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL	UP %0	Agcy %100
ENGINEERING										
		Engineering	1	LS	24,418.00	24,418	0	24,418	0	24,418
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Homeline Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	2,596.98	0	2,597	2,597	0	2,597
Sub-Total =						24,418	4,397	28,815	0	28,815
TRACK CONSTRUCTION - COMPANY										
	RDXING	RDXING 136# CON10W PP PAN COMPLETE	128	TF	891.55	68,527	45,592	114,119	0	114,119
	TRACK	136# CWRIS0 24-8"6" HWD N 16 TP	32	TF	772.86	17,275	7,456	24,731	0	24,731
		Mobilization: Company	1	DA	11,450.00	11,450	0	11,450	0	11,450
Sub-Total =						97,252	53,048	150,300	0	150,300
TRACK REMOVAL - COMPANY										
	RDXING	Remove road crossing - concrete	82	TF	50.44	4,136	0	4,136	0	4,136
	TRACK	Remove Track	78	TF	24.86	1,939	0	1,939	0	1,939
Sub-Total =						6,075	0	6,075	0	6,075
SITE WORK - CONTRACT										
		Asphalt: Hot Mix	300	TN	50.00	0	15,000	15,000	0	15,000
		Traffic Control - Detour Signs & Coordination	4	LS	2,500.00	0	10,000	10,000	0	10,000
Sub-Total =						0	25,000	25,000	0	25,000
DRAINAGE - CONTRACT										
		Drainage	1	LS	15,000.00	0	15,000	15,000	0	15,000
Sub-Total =						0	15,000	15,000	0	15,000
EQUIPMENT RENTAL										
		Equipment Rental	7	LS	5,000.00	0	35,000	35,000	0	35,000
Sub-Total =						0	35,000	35,000	0	35,000
Total Wgt. in Tons = 585						Totals =	127,745	132,445	260,191	0 260,191

Est. Annual Mtc. Cost =

\$4,832

 Grand Total =

\$260,191

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, College Station will pay actual construction costs at the current rates effective thereof.

EXHIBIT D
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____

_____ (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision] [Branch] [at or near DOT No. _____] located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.

The terms and conditions contained in **Exhibit B**, **Exhibit C** and **Exhibit D**, attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.

B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

[Insert mailing address]

Attn: _____
Folder No. _____

ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 9- ADMINISTRATIVE FEE.

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad _____ Dollars (\$_____) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

ARTICLE 10 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 11.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____
Title: _____

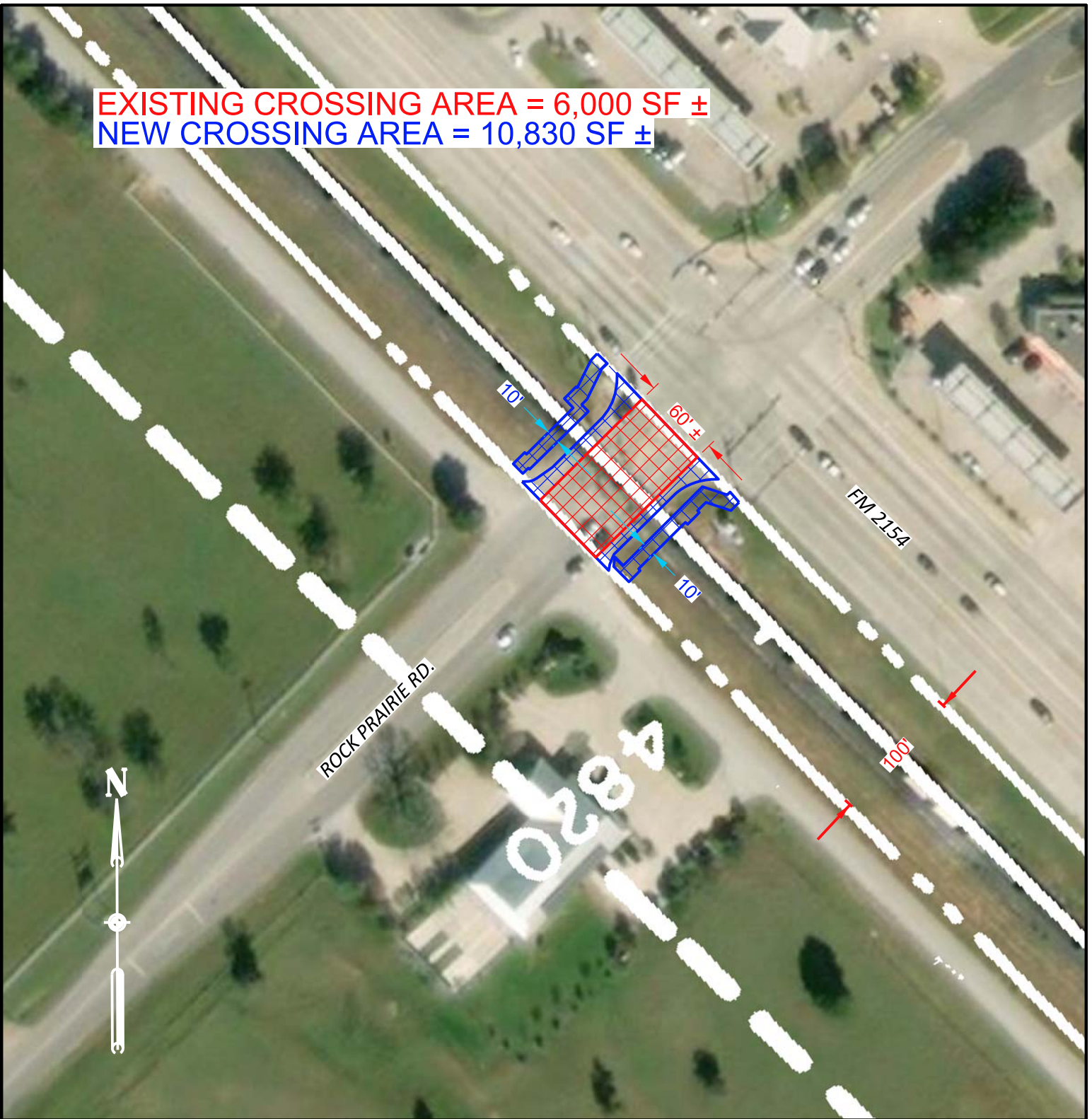
(Name of Contractor)

By: _____
Title: _____

EXHIBIT A

Exhibit A will be a print showing the general location of the work site.

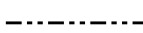
EXISTING CROSSING AREA = 6,000 SF ±
 NEW CROSSING AREA = 10,830 SF ±



LEGEND:

EXISTING CROSSING AREA 

NEW CROSSING AREA 

UPRRCO. R/W OUTLINED 

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

COLLEGE STATION, BRAZOS COUNTY, TX

M.P. 69.7 - NAVASOTA SUB.

MAP HTC TX V-2 / 24

SCALE: 1" = 100'

OFFICE OF REAL ESTATE
 OMAHA, NEBRASKA DATE: 9/11/2019

RRM FILE: 01621-25

CADD
 FILENAME 0316877.DGN

SCAN
 FILENAME 0316877_+x093855.TIF

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be

freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroad's tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Provisions For
Contractor's Right of Entry Agreement

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:
- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

- D. Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to

this Agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this Agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this Agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. Umbrella or Excess insurance.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. Pollution Liability insurance.** Pollution liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G.** All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J.** Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. Clothing

- A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
 - (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
 - (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers
 - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
 -
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

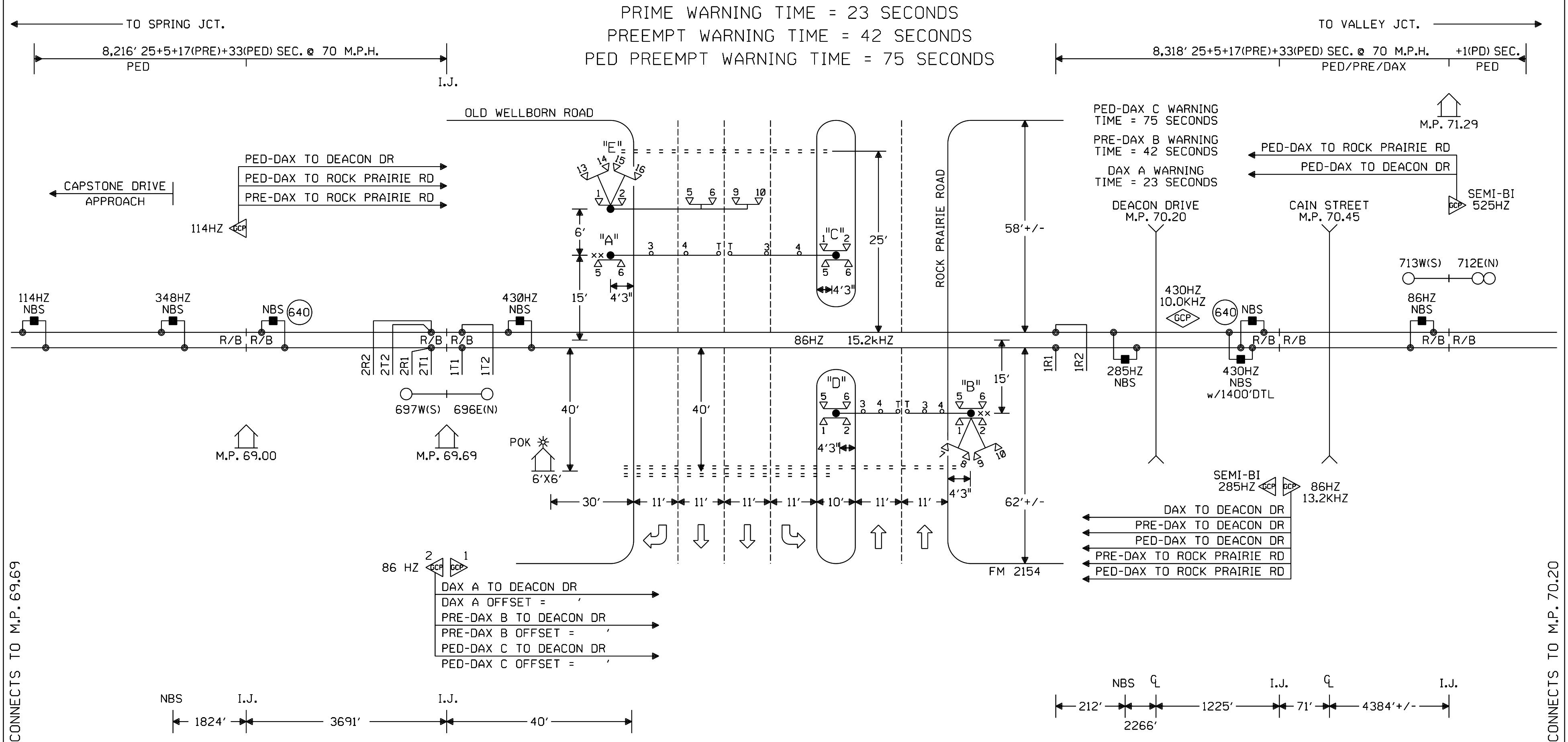
V. General Safety Requirements

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.

- (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

**EXHIBIT E
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

Exhibit E will be signal design schematic



NOTES:

- ⊗ = TWISTED WIRES
INSULATED 1 TWIST PER FT.
ALL TRACK WIRES 2C. #6
- TRANSMITTER AND RECEIVER LEADS
TO BE SEPARATED BY AT LEAST 12" IN TRENCH,
LENGTHS SHOULD NOT EXCEED MANUFACTURER'S
RECOMMENDATION.
- TOP OF FOUNDATION TO BE AT SAME ELEVATION
AS THE SURFACE OF THE TRAVELED WAY & NO
MORE THAN 4" ABOVE THE SURFACE OF THE GROUND.
- ALL BUNGALOW WIRING TO BE #16 AWG FLEX
UNLESS OTHERWISE SPECIFIED EXCEPT ALL GROUND
WIRE TO BE #6 AWG FLEX OR LARGER.
- ALL WIRING IN GATE MECHANISM TO BE #10 "AWG FLEX".
REFER TO UP STANDARD DWG FOR BUNGALOW GROUNDING.
- PORTABLE GENERATOR EXTENSION CORD
FOR 240V TO 240V IS PROVIDED AS WELL
AS A 120V TO 240V ADAPTER.

ALL LIGHTS TO BE 12" ROUNDELS.
= = = = = 4" X 210' CONDUIT
LIGHTS: LED LIGHTS
GATE "A": 26'
GATE "B": 15'
GATE "C": 26'
GATE "D": 15'
CANT "E": 32'
xx = BELL
TRK 1 ISLAND DISTANCE 166' MINIMUM 120' REQUIRED
PREFERRED ISLAND WIRE CONNECTIONS
ARE A MINIMUM 50' FROM EDGE OF ROAD

OFFSET AND ISLAND DISTANCES
TO BE VERIFIED BY FIELD

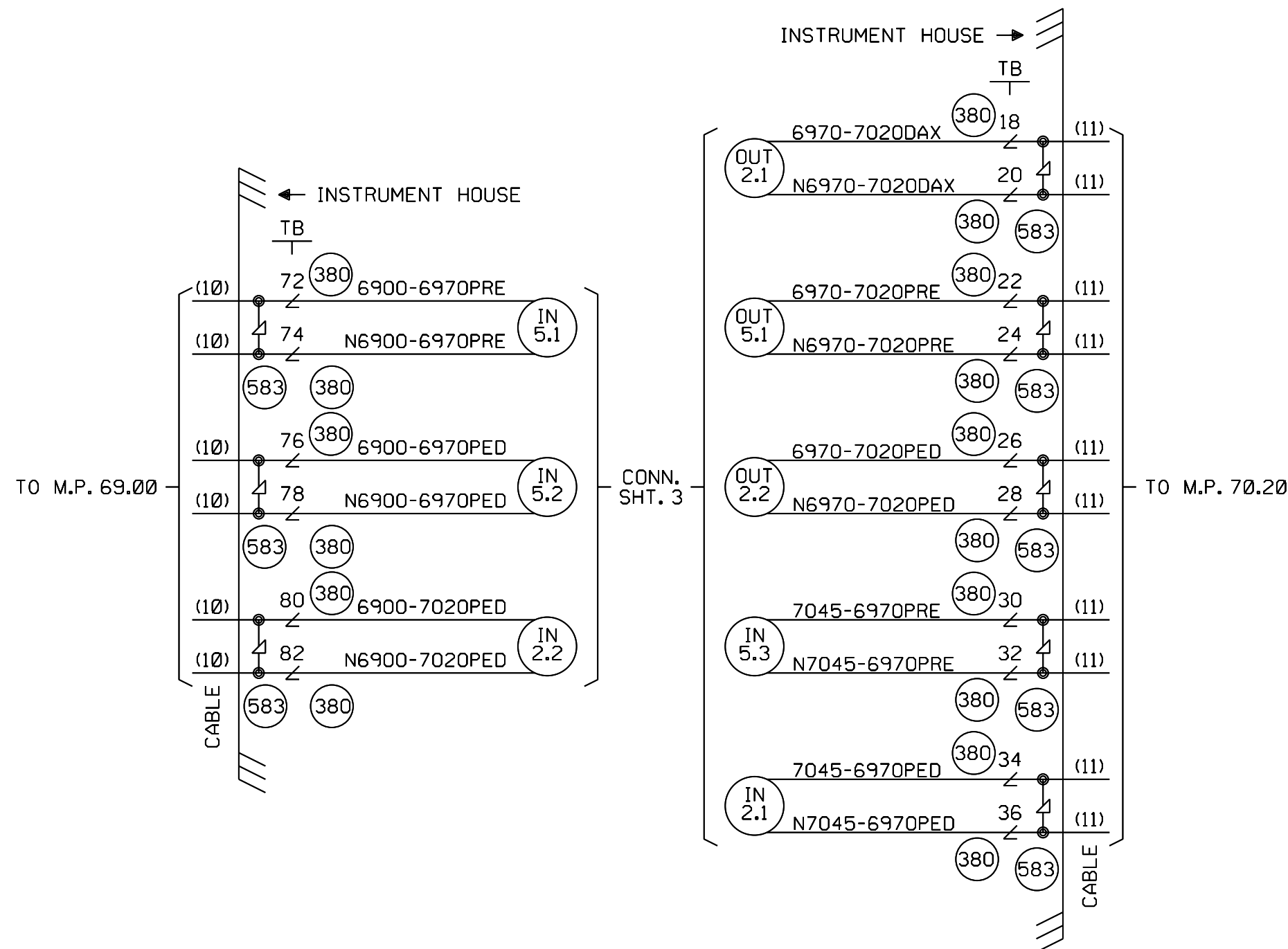
W(S) ← ○ → E(N)

CONSTRUCTION NOTES:

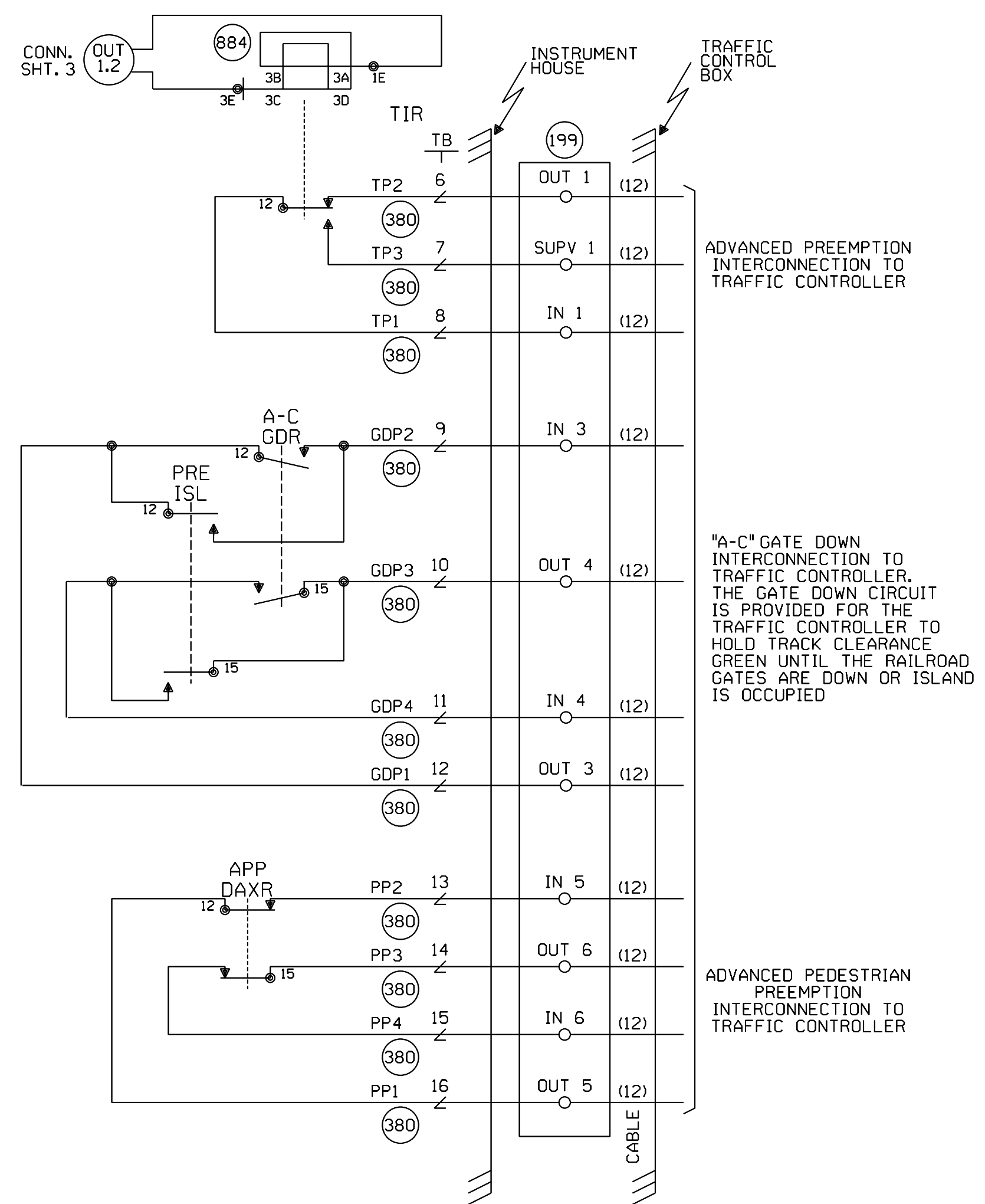
- CHANGE THE FREQUENCY AT M.P. 69.00 TO 114HZ
AND ORDER 1 NEW TERMINATION SHUNT (TAB 640).
- ORDER AND INSTALL TWO RIO CARDS TO THE GCP
UNIT AT M.P. 69.00 (*A80413) TO MEET DAXING
REQUIREMENTS.
- THE 86 HZ NBS's FOR THIS CROSSING ARE EXISTING.
- THIS PROJECT IS TO BE INSTALLED WITH CAPSTONE
DRIVE (WO 46135) AND DEACON DRIVE (WO 46136).

NEW SHEET

Designed: 7/31/18 INSTALL FLASHERS, GATES, CANT AND CWT AT ROCK PRAIRIE ROAD M.P. 69.70 Rev: 45819 1S: WIT/KPM	MODIFICATION LEVEL		CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN	Date: 08/09/18	UNION PACIFIC RAILROAD COLLEGE STATION, TEXAS ROCK PRAIRIE ROAD NAVASOTA SUBDIVISION Office of Sr AVP Engineering - Signal/TCD Omaha, Nebraska	Sh.: 1
	Q. A. LAST LEVEL CHECKED	DV		Des: WIT		DOT 906632N
	LAST LEVEL MOD THIS TYPICAL	DV		Chk: TLC		MP: 69.70
	LAST LEVEL BY DESIGNER	DV		AFE: 45819		ID: 18056970.1X
	CHANGED FROM TYPICAL?	Y				
	Rev 09.23.16 4K 4GTYP.1					



CABLE TABULATION
 CABLE NO. 10 7C *14 U.G.B.T. HOUSE TO M.P. 69.00
 CABLE NO. 11 12C *14 U.G.B.T. HOUSE TO M.P. 70.20
 CABLE NO. 12 U.G.B.T. HOUSE TO TRAFFIC CONTROLLER



ADVANCED PREEMPTION INTERCONNECTION TO TRAFFIC CONTROLLER

"A-C" GATE DOWN INTERCONNECTION TO TRAFFIC CONTROLLER. THE GATE DOWN CIRCUIT IS PROVIDED FOR THE TRAFFIC CONTROLLER TO HOLD TRACK CLEARANCE GREEN UNTIL THE RAILROAD GATES ARE DOWN OR ISLAND IS OCCUPIED

ADVANCED PEDESTRIAN PREEMPTION INTERCONNECTION TO TRAFFIC CONTROLLER

NEW SHEET

				Designed: 7/31/18 INSTALL FLASHERS, GATES, CANT AND CWT AT ROCK PRAIRIE ROAD M.P. 69.70 Rec'd: 45819 IS: /TLC /WIT/KPM		MODIFICATION LEVEL Q. A. LAST LEVEL CHECKED DV LAST LEVEL MOD THIS TYPICAL DV LAST LEVEL BY DESIGNER DV CHANGED FROM TYPICAL? Y REV 09.23.16 4K PREEMPT. 1A		CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN Date: 08/09/18 Des: WIT Chk: TLC AFE: 45819		UNION PACIFIC RAILROAD COLLEGE STATION, TEXAS ROCK PRAIRIE ROAD NAVASOTA SUBDIVISION Office of Sr AVP Engineering - Signal/TLC Omaha, Nebraska		Sh.: 1A DOT 906632N MP: 69.70 ID: 18056970.1AX
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May 27, 2021

Item No. 8.9.

Board of Directors for Rock Prairie Management District No. 2 Appointments

Sponsor: Tanya Smith, City Secretary, Aubrey Nettles, Assistant Director of Economic Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the appointments of the Board of Directors for Rock Prairie Management District No. 2.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The District was created by an Act of the 83rd Legislature, Regular Session, codified at Chapter 3909, Texas Special District Local Laws Code (the "Code"). Pursuant to Section 3909.052 of the Code, the Board "shall recommend to the governing body of the City persons to serve on the succeeding board. The governing body of the City shall review the recommendations and approve or disapprove the directors recommended by the Board. A person is appointed if a majority of the members of the governing body and the mayor vote to appoint that person."

On behalf of the Board, the Board of Directors request that the City Council of the City of College Station appoint Samuel Kerbel (Position No. 4) and Logan Lee (Position No. 5), to terms ending June 1, 2025.

Budget & Financial Summary: None

Attachments:

1. City of College Station Letter Requesting Appointment of Directors (5-13-21) RPMD2
2. Biographical Sketch - Logan Lee (RPMD 2)
3. Biographical Sketch - Samuel Kerbel (RPMD 2)

SCHWARTZ, PAGE & HARDING, L.L.P.

ATTORNEYS AT LAW

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HOWARD M. COHEN
SPENCER W. CREED
CHRISTOPHER T. SKINNER
DANIEL S. RINGOLD
MITCHELL G. PAGE
BRYAN T. YEATES
CHRISTINA J. COLE
MATTHEW R. REED

GINA FREE
JOHN H. EICHELBERGER
DIANA MILLER
RICK L. BARKER
KEVIN B. GIESEKE
KATE H. HENDERSON
GORDON C. CRANNER

May 13, 2021

VIA FEDERAL EXPRESS AND E-MAIL

City of College Station
1101 Texas Avenue
College Station, TX 77840
Attention: Mr. Bryan Woods

Re: Rock Prairie Management District No. 2 (the "District") – Appointment of
Directors

Dear Mr. Woods:

We are the attorneys for the above referenced District, and have been instructed by its Board of Directors (the "Board") to direct this correspondence to your attention. The District was created by an Act of the 83rd Legislature, Regular Session, codified at Chapter 3909, Texas Special District Local Laws Code (the "Code"). Pursuant to Section 3909.052 of the Code, the Board "shall recommend to the governing body of the City persons to serve on the succeeding board. The governing body of the City shall review the recommendations and approve or disapprove the directors recommended by the [B]oard. A person is appointed if a majority of the members of the governing body and the mayor vote to appoint that person."

On behalf of the Board, we request that the City Council of the City of College Station appoint Samuel Kerbel (Position No. 4) and Logan Lee (Position No. 5), to terms ending June 1, 2025.

City of College Station
May 13, 2021
Page 2 of 2

Should you have any questions concerning the enclosed or above, please do not hesitate to contact me at (713) 623-4531.

Very truly yours,

SCHWARTZ, PAGE & HARDING, L.L.P.

By: Christina Cole
Christina Cole
Attorneys for the District

cc: Board of Directors
Rock Prairie Management District No. 2

Ms. Carla Robinson
Ms. Aubrey Nettles
City of College Station

Logan Lee

Logan is a graduate of Texas A&M with a BS in Agricultural Leadership and Development and a MS in Sports Management. Logan has called College Station home for 16 years. He played basketball for the Aggies from 2004-2007, and it was that experience where he realized that Aggieland was the place he wanted to call home. Logan currently holds the title of Director of Sales and Advertising at TexAgs.com where he has worked since 2010. Despite the pandemic, he and his wife, Katy, opened Cryotonics Wellness Studio in August of 2020 and have quickly become the top cryotherapy business in the area.

Logan and Katy have two children, Cuen (5) and Harper (3).

Samuel Kerbel

After graduating with a degree in Computer Science from Baylor University in 2001, Samuel and his wife, Rachel, moved to College Station to pursue a job at Mays Business School, working in IT. After 12 years at Mays, they started Skale Technologies, a software development company focused in the oil/gas industry. In 2017, Samuel also joined Nickel Bridge Capital, which is focused on providing small companies with working capital in order to help them succeed. Samuel and Rachel have loved living in College Station for the past 20 years and are proud to call it their home.

Samuel and Rachel have three children, Carson (17), Kindle (14), and Kaz (8)

May 27, 2021

Item No. 8.10.

Sales of dogs or cats by pet shops in the City limits.

Sponsor: Chris Perkins

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an ordinance amending Chapter 6 Animals, Sections 1 and 12 regarding the sale of dogs and cats.

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Consider item for adoption.

Summary: This item was requested by Council at the February 11th meeting. The proposed ordinance would prohibit pet stores from selling dogs and cats unless they were obtained from a city or county animal shelter or rescue organization.

This item was presented in workshop on May 13, 2021 for discussion and recommendations. This item is now being presented for final adoption.

Budget & Financial Summary: None.

Attachments:

1. CH 6 Animals Pet Store Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 6, “ANIMALS,” ARTICLE 1, “IN GENERAL,” SECTION 6-1 “DEFINITIONS” AND SECTION 6-12, “SALE OF ANIMALS” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO THE SALE OF ANIMALS; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 6, “Animals,” Article 1, “In General,” Section 6-1 “Definitions” and Section 6-12, “Sale of Animals” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Chapter 6, “Animals,” Article 1, “In General,” Section 6-1 “Definitions” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding and is to read as follows:

Sec. 6-1 - Definitions

Animal Rescue Organization means a non-profit organization incorporated under the laws of any state, exempt from federal taxation under Section 501(c)(3) of the federal Internal Revenue Code, as amended, and whose principal purposes include preventing animal cruelty, rescuing sick, injured, abused, neglected, unwanted, abandoned, orphaned, lost, or displaced animals and adopting animals to responsible persons. This term does not include any organization breeding animals, located on the site of an animal breeder, has employees working for an animal breeder, receives other forms of payment that are not monetary, or facilitates the sale of animals obtained from an animal breeder.

Pet Shop or Store means a brick-and-mortar retail store where animals are kept, sold, or offered for sale on premises. This term includes any owner, operator, agent, or employee. An animal rescue organization or animal shelter is not a pet shop or store.

That Chapter 6, “Animals,” Article 1, “In General,” Section 6-12, “Sale of Animals” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 6-12 – Sale of Animals

- a. Pet Shop or Store.** A pet shop or store shall not sell lease, offer for sale, trade, give away or otherwise transfer a dog or cat, unless the animal was obtained from a city or county animal shelter or an animal rescue organization.
 - 1.** The pet shop or store must post on the enclosure for each dog or cat offered for sale the name, address, and contact information of the animal shelter or animal rescue organization from which the animal was obtained.
 - 2.** The pet shop or store must retain for at least three (3) years after a sale of a dog or cat, documentation stating where the animal was obtained and amount paid for the animal.
- b. Outdoor Sales.** Except as may be allowed pursuant to other applicable law, the outdoor sale of animals is prohibited.

May 27, 2021

Item No. 9.1.

Ordinance vacating and abandoning a 20-foot wide, 2,775 square foot Public Utility Easement lying within the Samuel Davidson League

Sponsor: Erika Bridges

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 20-foot wide, 2,775 square foot Public Utility Easement lying within the Samuel Davidson League, Abstract No.13, being a portion of the remainder of a called 171.043 acre tract described as Tract One by a deed to Creek Meadows Partners, L.P. recorded in Volume 7068, Page 220, of the Official Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services & Infrastructure
- Diverse & Growing Economy

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

Summary: Abandonment of a 20-foot wide, 2,775 square foot Public Utility Easement lying within the Samuel Davidson League, Abstract No.13, being a portion of the remainder of a called 171.043 acre tract described as Tract One by a deed to Creek Meadows Partners, L.P. recorded in Volume 7068, Page 220, of the Official Records of Brazos County, Texas. Removal of this easement will allow for the development of a new phase of the Creek Meadows development.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Ordinance Exhibit A
3. Vicinity Map
4. Location Map
5. Application

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 20-FOOT WIDE, 2,775 SQUARE FOOT PUBLIC UTILITY EASEMENT, SAID EASEMENT LYING WITHIN THE SAMUEL DAVIDSON LEAGUE, ABSTRACT NO.13, BEING A PORTION OF THE REMAINDER OF A CALLED 171.043 ACRE TRACT DESCRIBED AS TRACT ONE BY A DEED TO CREEK MEADOWS PARTNERS, L.P. RECORDED IN VOLUME 7068, PAGE 220, OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 20-foot wide, 2,775 square foot Public Utility Easement lying within the Samuel Davidson League, Abstract No.13, being a portion of the remainder of a called 171.043 acre tract described as Tract One by a deed to Creek Meadows Partners, L.P. recorded in Volume 7068, Page 220, of the Official Records of Brazos County, Texas, as described in **Exhibit “A”**, attached hereto (such portion hereinafter referred to as the “Public Utility Easement”); and

WHEREAS, in order for the Public Utility Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Public Utility Easement described in **Exhibit “A”** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Public Utility Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Public Utility Easement.
3. There is no anticipated future public need or use for the Public Utility Easement.
4. Abandonment of the Public Utility Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Public Utility Easement as described in Exhibit “A” be abandoned and vacated by the City.

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

PUBLIC UTILITY EASEMENT

**METES AND BOUNDS DESCRIPTION
OF A
20' PUBLIC UTILITY EASEMENT
SAMUEL DAVIDSON LEAGUE, A-13
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE SAMUEL DAVIDSON LEAGUE, ABSTRACT NO. 13, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE REMAINDER OF A CALLED 171.043 ACRE TRACT DESCRIBED AS TRACT ONE BY A DEED TO CREEK MEADOWS PARTNERS, L.P. RECORDED IN VOLUME 7068, PAGE 220 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND BEING THE SAME EASEMENT DESCRIBED AS EXHIBIT "B" IN VOLUME 9404, PAGE 77 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF CREEK MEADOWS, SECTION 1A, PHASE 2, ACCORDING TO THE PLAT RECORDED IN VOLUME 8028, PAGE 248 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 16° 54' 41" W THROUGH SAID REMAINDER OF 171.043 ACRE TRACT FOR A DISTANCE OF 1062.64 FEET TO A POINT MARKING THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

THENCE: CONTINUING THROUGH SAID REMAINDER OF 171.043 ACRE TRACT FOR THE FOLLOWING CALLS:

S 39° 35' 51" E FOR A DISTANCE OF 20.00 FEET;

S 50° 24' 09" W FOR A DISTANCE OF 126.19 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 15.00 FEET;

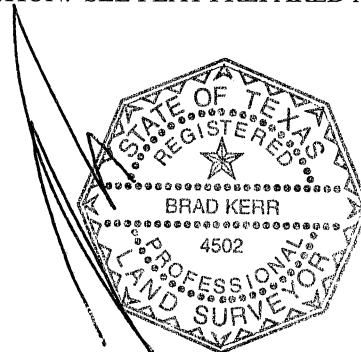
ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 95° 42' 35" FOR AN ARC DISTANCE OF 25.06 FEET (CHORD BEARS: N 81° 44' 34" W - 22.24 FEET) TO THE END OF SAID CURVE AND THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 625.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 19' 23" FOR AN ARC DISTANCE OF 3.52 FEET (CHORD BEARS: N 34° 02' 58" W - 3.52 FEET) TO THE END OF SAID CURVE, FOR REFERENCE CITY OF COLLEGE STATION CONTROL MONUMENT CS94-134 BEARS: N 74° 18' 50" W FOR A DISTANCE OF 1832.41;

N 50° 24' 09" E FOR A DISTANCE OF 140.77 FEET TO THE **POINT OF BEGINNING** CONTAINING 2775 SQUARE FEET OF LAND, MORE OR LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE PLAT PREPARED APRIL 2021 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

(21-306C)



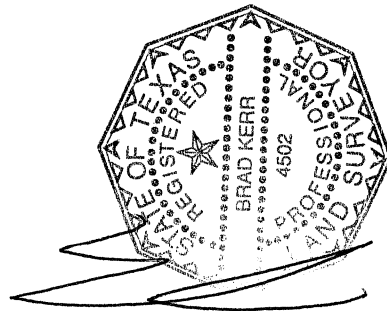


SCALE: 1" = 20'

N/F
CREEK MEADOWS PARTNERS, L.P.
REM. 171.043 ACRE TRACT
TRACT ONE, 7068/220

POINT OF
BEGINNING

NORTH CORNER OF
CREEK MEADOWS SECTION 1A
PHASE 2 (8028/248) BEARS:
N 16°54'41" E 1062.64'



20' PUBLIC UTILITY EASEMENT
N 50°24'09" E 140.77'
S 50°24'09" W 126.19'

R=625.00'
D=00°19'23"
L=3.52'
T=1.76'
LC=3.52'
CB=N 34°02'58" W

CS94-134 BEARS:
N 74°18'50" W
1832.41'

R=15.00'
D=95°42'35"
L=25.06'
T=16.57'
LC=22.24'
CB=N 81°44'34" W

SEE METES AND BOUNDS PREPARED APRIL 2021
FOR MORE DESCRIPTIVE INFORMATION.

BEARING SYSTEM SHOWN HEREIN IS BASED ON
GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

SURVEY PLAT
OF A PUBLIC UTILITY EASEMENT
EXHIBIT "C"
VOLUME 9404, PAGE 77
SAMUEL DAVIDSON LEAGUE, A-13
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 20 FEET

SURVEY DATE:

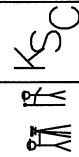
PLAT DATE: 04-14-21

JOB NUMBER: 21-306

CAD NAME: 21-306A

CR5 FILE: CREEKMDW

PREPARED BY: KERR SURVEYING, LLC
409 N. TEXAS AVENUE
BRYAN, TEXAS 77803
PHONE (979) 268-3195



VICINITY MAP

NORTH

4142 SHALLOW CREEK LOOP

0 0.02 0.04 0.08 Miles

LOCATION MAP



VICTORIA AVENUE

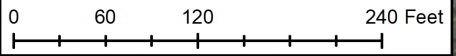
GUS ROY ROAD

SILVER SPRINGS COURT

CREEK MEADOW BOULEVARD NORTH

PUBLIC ALLEY

PORTION OF 20FT EASEMENT
TO BE ABANDONED
2775 SQ. FT.



FOR OFFICE USE ONLY

CASE NO.: _____
 DATE SUBMITTED: _____
 TIME: _____
 STAFF: _____

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☒ Abandonment of Public Right-of-Way/Easement 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.
- ☒ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ☒ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- ☒ For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ☐ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

Easement "A" - located within Creek Meadows, Section 4, Phase 3B
 Easement "B" & "C" located within a called 15.226 acre tract within the Samuel Davidson Survey, A-13.

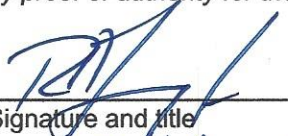
APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name RME Consulting Engineers (c/o Rabon Metcalf) E-mail rabon@rmengineer.com
 Street Address PO Box 9253
 City College Station State TX Zip Code 77842
 Phone Number (979) 764-0704 Fax Number _____

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name Creek Meadows Partners, LP (c/o Chris Rhodes) E-mail chris.rhodes@oldhamgoodwi
 Street Address: 2800 South Texas Avenue, Suite 401
 City Bryan State TX Zip Code 77802
 Phone Number (979) 268-2000 Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. 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 of the owner. If there is more than one owner, all owners must sign the application or 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.

Signature and title 
R.K. Lowery Jr., President of
Union Gas Corp, G.P. of
Creek Meadows Partners, LP.

Date 3/31/21

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/ easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

--

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

--

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

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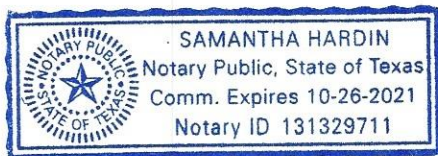
7. That the abandonment will not result in property that does not have access to public roadways or utilities because:
Abandonment of these PUEs do not impact public access or streets.
8. That there is no current public need or use for the easement or right-of-way because:
PUEs were dedicated by Final Plat.
9. That there is no anticipated future public need or use for the easement or right-of-way because:
Subdivision is fully developed.
10. That all public utilities have access to serve current and future customers because:
Subdivision is fully developed.
11. Such public right-of-way/easement has been and is being used as follows:
Not in use.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Signature and title: *[Signature]* Date: *3/31/21*
President of Union Gas Corp,
General Partner of Creek Meadows Partners, L.P.

STATE OF TEXAS §
 COUNTY OF BRAZOS § ACKNOWLEDGEMENT

Subscribed and sworn to before me, a Notary Public, this *31st* day of *March*, *2021* by *Samantha Hardin*



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

Application for Abandonment of
a Public Right-of-Way/Easement

Location: _____

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

PUBLIC UTILITY EASEMENT

**METES AND BOUNDS DESCRIPTION
OF A
20' PUBLIC UTILITY EASEMENT
SAMUEL DAVIDSON LEAGUE, A-13
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE SAMUEL DAVIDSON LEAGUE, ABSTRACT NO. 13, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE REMAINDER OF A CALLED 171.043 ACRE TRACT DESCRIBED AS TRACT ONE BY A DEED TO CREEK MEADOWS PARTNERS, L.P. RECORDED IN VOLUME 7068, PAGE 220 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND BEING THE SAME EASEMENT DESCRIBED AS EXHIBIT "B" IN VOLUME 9404, PAGE 77 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF CREEK MEADOWS, SECTION 1A, PHASE 2, ACCORDING TO THE PLAT RECORDED IN VOLUME 8028, PAGE 248 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 16° 54' 41" W THROUGH SAID REMAINDER OF 171.043 ACRE TRACT FOR A DISTANCE OF 1062.64 FEET TO A POINT MARKING THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

THENCE: CONTINUING THROUGH SAID REMAINDER OF 171.043 ACRE TRACT FOR THE FOLLOWING CALLS:

S 39° 35' 51" E FOR A DISTANCE OF 20.00 FEET;

S 50° 24' 09" W FOR A DISTANCE OF 126.19 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 15.00 FEET;

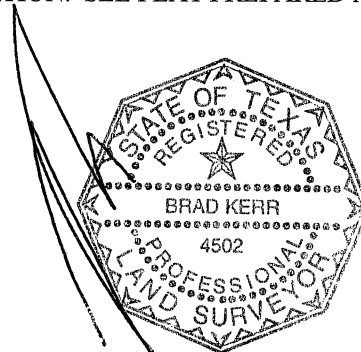
ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 95° 42' 35" FOR AN ARC DISTANCE OF 25.06 FEET (CHORD BEARS: N 81° 44' 34" W - 22.24 FEET) TO THE END OF SAID CURVE AND THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 625.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 19' 23" FOR AN ARC DISTANCE OF 3.52 FEET (CHORD BEARS: N 34° 02' 58" W - 3.52 FEET) TO THE END OF SAID CURVE, FOR REFERENCE CITY OF COLLEGE STATION CONTROL MONUMENT CS94-134 BEARS: N 74° 18' 50" W FOR A DISTANCE OF 1832.41;

N 50° 24' 09" E FOR A DISTANCE OF 140.77 FEET TO THE **POINT OF BEGINNING** CONTAINING 2775 SQUARE FEET OF LAND, MORE OR LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE PLAT PREPARED APRIL 2021 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

(21-306C)



Application for Abandonment of
a Public Right-of-Way/Easement

Location: _____

EXHIBIT NO. 2

Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown.

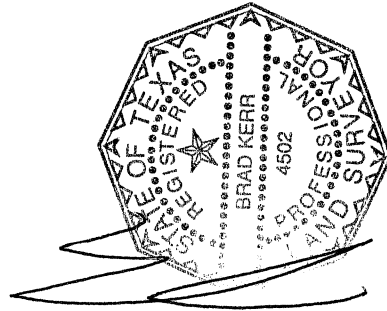


SCALE: 1" = 20'

N/F
CREEK MEADOWS PARTNERS, L.P.
REM. 171.043 ACRE TRACT
TRACT ONE, 7068/220

NORTH CORNER OF
CREEK MEADOWS SECTION 1A
PHASE 2 (8028/248) BEARS:
N 16°54'41" E 1062.64'

POINT OF
BEGINNING



20' PUBLIC UTILITY EASEMENT
N 50°24'09" E 140.77'
S 50°24'09" W 126.19'

R=625.00'
D=00°19'23"
L=3.52'
T=1.76'
LC=3.52'
CB=N 34°02'58" W

CS94-134 BEARS:
N 74°18'50" W
1832.41'

R=15.00'
D=95°42'35"
L=25.06'
T=16.57'
LC=22.24'
CB=N 81°44'34" W

SEE METES AND BOUNDS PREPARED APRIL 2021
FOR MORE DESCRIPTIVE INFORMATION.
BEARING SYSTEM SHOWN HEREIN IS BASED ON
GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

SURVEY PLAT
OF A PUBLIC UTILITY EASEMENT
EXHIBIT "C"
VOLUME 9404, PAGE 77
SAMUEL DAVIDSON LEAGUE, A-13
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 20 FEET

SURVEY DATE:

PLAT DATE: 04-14-21

JOB NUMBER: 21-306

CAD NAME: 21-306A

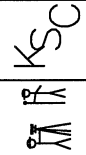
CR5 FILE: CREEKMDW

PREPARED BY: KERR SURVEYING, LLC

409 N. TEXAS AVENUE

BRYAN, TEXAS 77803

PHONE (979) 268-3195



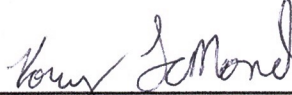
Application for Abandonment of
a Public Right-of-Way/Easement

Location: Creek Meadows - Easement "A", "B" & "C"

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: 
Title: Engineer - Bryan District

VERIZON TELEPHONE COMPANY

By: _____
Title: _____

SUDDENLINK COMMUNICATIONS

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Creek Meadows - Easement "A", "B" & "C"

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

FRONTIER COMMUNICATIONS
~~VERIZON~~ TELEPHONE COMPANY

By: Kevin Moseley

Title: OSP Engineering

SUDDENLINK COMMUNICATIONS

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Creek Meadows - Easement "A", "B" & "C"

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

VERIZON TELEPHONE COMPANY

By: _____

Title: _____

SUDDENLINK COMMUNICATIONS

By: Dana Schubert

Title: Sr. Supervisor - Ops Construction
1-6-21

BRYAN TEXAS UTILITIES

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: Creek Meadows - Easement "A", "B" & "C"

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

VERIZON TELEPHONE COMPANY

By: _____

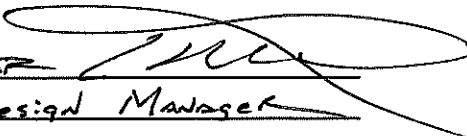
Title: _____

SUDDENLINK COMMUNICATIONS

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: GREG BURKHALTER 

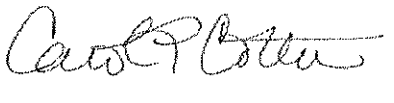
Title: Engineering Design Manager

Application for Abandonment of a Public Right-of-Way / Easement

Location: _____

EXHIBIT NO.4

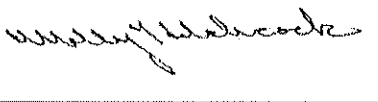
The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

X 

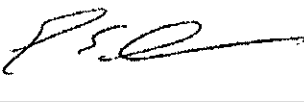
City Engineer
City of College Station

X 

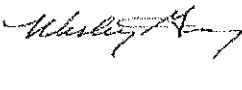
Building Official
City of College Station

X 

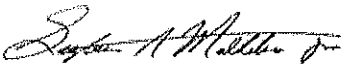
Zoning Official
City of College Station

X 

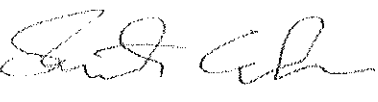
Fire Marshal
City of College Station

X 

Electric Department
City of College Station

X 

Water Services Department
City of College Station

X 

Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: _____

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: _____

ADDRESS: _____

NAME: _____

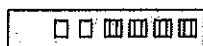
ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____



May 27, 2021

Item No. 9.2.

Resolution to support and authorize the submission of a grant application to the Texas Department of Transportation to implement the George Bush Drive (FM 2347) Separated Bike Lanes Project.

Sponsor: Venessa Garza

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution to support and authorize the submission of a grant application to the Texas Department of Transportation to implement the George Bush Drive (FM 2347) Separated Bike Lanes Project.

Relationship to Strategic Goals:

- Financial Sustainability
- Core Services & Infrastructure
- Neighborhood Integrity
- Improving Mobility
- Sustainable City

Recommendation(s): Staff recommends approval.

Summary: In January 2021, the Texas Department of Transportation (TxDOT) issued a call for projects to local communities for funding assistance to help enhance bicycle and pedestrian safety, mobility, and connectivity through infrastructure projects. Eligible projects include bicycle improvements, shared use paths, sidewalk improvements and other infrastructure related projects to improve safety for non-motorized transportation. Staff submitted the first phase of the application earlier this year, which included a general project description and a high-level cost estimate. Recently, staff was notified by TxDOT that this project was selected to move on to the next phase in the application process. The next phase requires a more detailed application, along with more precise cost estimates. Staff is currently working with a consultant to prepare a preliminary design for the project with more precise cost estimates. The application deadline is June 14, 2021.

Approximately \$13 million will be available and if chosen projects will be placed on a prioritized Conditional Project List for anticipated FY 2023 – FY 2024 appropriations. Project identification and selection of projects is based on criteria set by TxDOT including safety, geographic equity, connectivity, and accessibility.

The George Bush Drive (FM 2347) Separated Bike Lanes Project would extend from Texas Avenue to Wellborn Road and include a vertical barrier between the bike lane and automobile traffic as well as intersection modifications. This would improve the existing bike lanes by creating a safer and more comfortable corridor for biking to and from Texas A&M University. The project is approximately 1.3 miles in length.

The grant covers up to 80% of construction costs. The City must provide a minimum local match of 20% for construction and 100% of design costs. Cost overruns will need to be paid for by the City.

A resolution is needed from City Council to show support for the project, authorize city staff to submit the application, and a commitment to fund the project if selected which includes entering into an Advanced Funding Agreement with TxDOT.

Budget & Financial Summary: For the initial application submittal, staff estimated design and construction cost to be \$1,409,038. Staff is currently working with a consultant on refining estimates for the detailed application. This includes a 15% TxDOT administrative fee and 10% for environmental documentation. The estimated construction cost with administrative fee is \$1,117,512. The City's portion at 20% would be \$223,503. The estimated design fee with 10% environmental documentation is \$291,525. The estimated total project cost for the City would be \$515,028 and would be funded through the City's Street Capital Improvements Fund. In terms of the process for reimbursement, if the City manages the construction of the project, the City will be responsible for 100% of the construction costs and will be reimbursed up to 80% of the construction costs. If TxDOT manages the construction of the project, the City will only need to provide the 20% match for construction.

Attachments:

1. Map (FM 2347)
2. FM 2347 Resolution

FM 2347 Separated Bike Lanes

City of College Station



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SUPPORTING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEES TO EXECUTE DOCUMENTS NECESSARY FOR AN APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2021 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS FOR THE GEORGE BUSH DRIVE SEPARATED BIKE LANES PROJECT

WHEREAS, the Texas Department of Transportation (TxDOT) issued a call for projects in January 2021 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA funds may be used for construction of pedestrian and/or bicycle infrastructure. The TA funds require a local match, comprised of cash. The City of College Station would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; now therefore

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

- PART 1: That the City Council of the City of College Station supports funding the project: George Bush Drive (FM 2347) Separated Bike Lanes as described in the 2021 TA Detailed Applications (including the preliminary engineering budget, if any, construction budget, the department's 15% direct state cost for oversight, and the required local match) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing.
- PART 2: That the City Council hereby authorizes the City Manager or his designees as authorized officials to execute documents necessary for the submission of the grant application to the Texas Department of Transportation 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 3: That the City Council is willing and able to authorize, by resolution or ordinance, the City of College Station to enter into an agreement with TxDOT should the project be selected for funding.
- PART 4: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this 27th day of May, A.D. 2021.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney

May 27, 2021

Item No. 9.3.

Resolution to support and authorize the submission of a grant application to the Texas Department of Transportation to implement the Harvey Mitchell Parkway (FM 2818) Shared-use Path Project.

Sponsor: Venessa Garza

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution to support and authorize the submission of a grant application to the Texas Department of Transportation to implement the Harvey Mitchell Parkway (FM 2818) Shared-use Path Project.

Relationship to Strategic Goals:

- Financial Sustainability
- Core Services & Infrastructure
- Neighborhood Integrity
- Improving Mobility
- Sustainable City

Recommendation(s): Staff recommends approval.

Summary: In January 2021, the Texas Department of Transportation (TxDOT) issued a call for projects to local communities for funding assistance to help enhance bicycle and pedestrian safety, mobility, and connectivity through infrastructure projects. Eligible projects include bicycle improvements, shared use paths, sidewalk improvements and other infrastructure related projects to improve safety for non-motorized transportation. Staff submitted the first phase of the application earlier this year, which included a general project description and a high-level cost estimate. Recently, staff was notified by TxDOT that this project was selected to move on to the next phase in the application process. The next phase requires a more detailed application, along with more precise cost estimates. Staff is currently working with CIP to prepare a preliminary design for the project with more precise cost estimates. The application deadline is June 14, 2021.

Approximately \$13 million will be available and if chosen projects will be placed on a prioritized Conditional Project List for anticipated FY 2023 – FY 2024 appropriations. Project identification and selection of projects is based on criteria set by TxDOT including safety, geographic equity, connectivity, and accessibility.

The Harvey Mitchell Parkway (FM2818) Shared-use Path Project would extend on the south side of the road from the Jones Crossing commercial development to the College Station library. It would provide connections for students and residents to area parks, schools and commercial areas. The project is approximately 0.4 miles in length.

The grant covers up to 80% of construction costs. The City must provide a minimum local match of 20% for construction and 100% of design costs. Cost overruns will need to be paid for by the City.

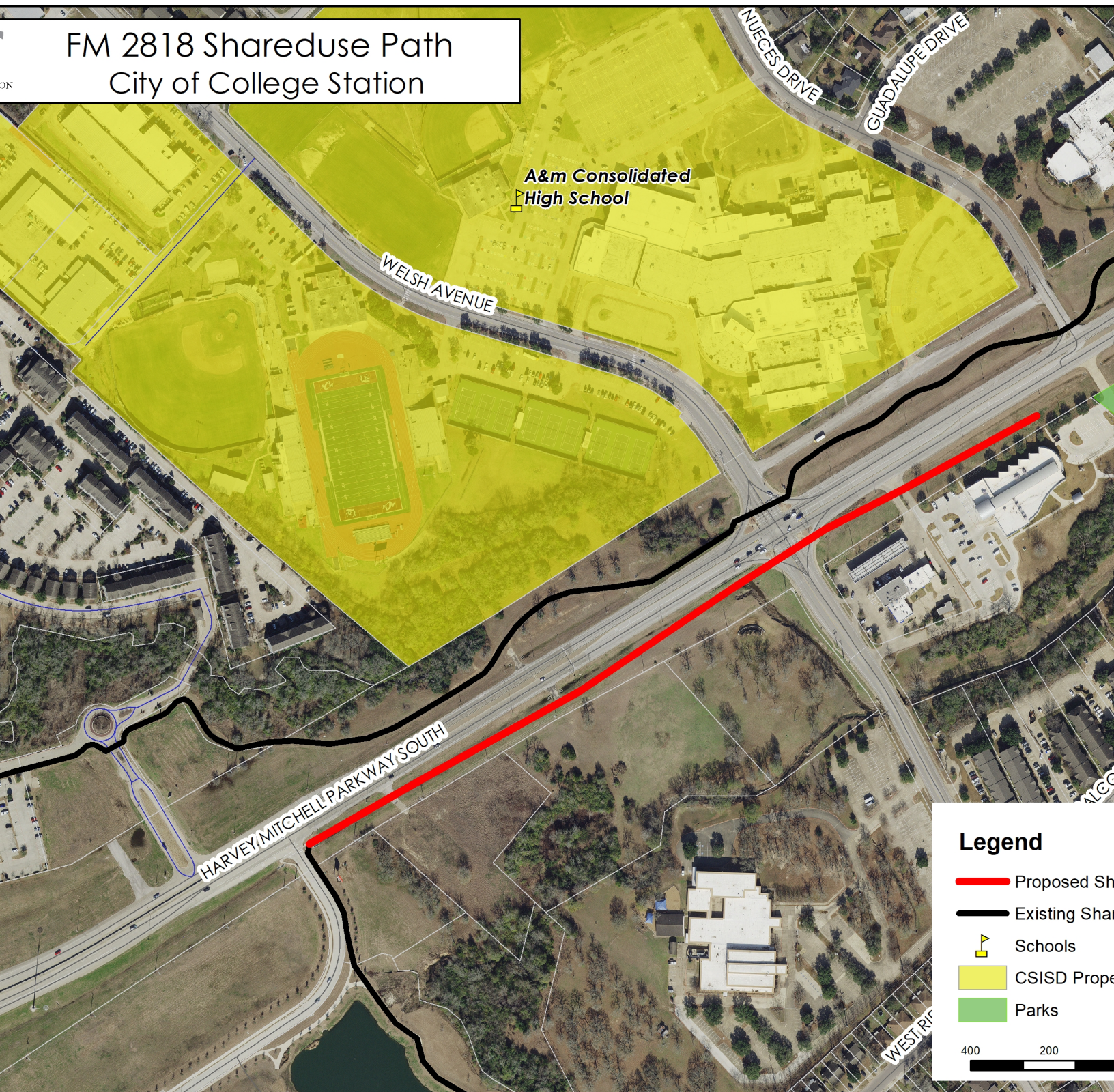
A resolution is needed from City Council to show support for the project, authorize city staff to submit the application and a commitment to fund the project if selected which includes entering into an Advanced Funding Agreement with TxDOT.

Budget & Financial Summary: For the initial application submittal, staff estimated design and construction cost to be \$615,038. Staff is currently working with CIP on refining estimates for the detailed application. This includes a 15% TxDOT administrative fee and 10% for environmental documentation. The estimated construction cost with administrative fee is \$487,789. The City's portion at 20% would be \$97,558. The estimated design fee with 10% environmental documentation is \$127,249. The estimated total project cost for the City would be \$224,807 and would be funded through the City's Street Capital Improvements Fund. In terms of the process for reimbursement, if the City manages the construction of the project, the City will be responsible for 100% of the construction costs and will be reimbursed up to 80% of the construction costs. If TxDOT manages the construction of the project, the City will only need to provide the 20% match for construction.

Attachments:

1. Map (FM 2818)
2. FM 2818 Resolution

FM 2818 Shareduse Path City of College Station



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SUPPORTING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEES TO EXECUTE DOCUMENTS NECESSARY FOR AN APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2021 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS FOR THE HARVEY MITCHELL PARKWAY (FM 2818) SHARED-USE PATH PROJECT

WHEREAS, the Texas Department of Transportation (TxDOT) issued a call for projects in January 2021 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA funds may be used for construction of pedestrian and/or bicycle infrastructure. The TA funds require a local match, comprised of cash. The City of College Station would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; now therefore

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

- PART 1: That the City Council of the City of College Station supports funding the project: Harvey Mitchell Parkway (FM 2818) Shared-use Path Project as described in the 2021 TA Detailed Applications (including the preliminary engineering budget, if any, construction budget, the department's 15% direct state cost for oversight, and the required local match) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing.
- PART 2: That the City Council hereby authorizes the City Manager or his designees as authorized officials to execute documents necessary for the submission of the grant application to the Texas Department of Transportation 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 3: That the City Council is willing and able to authorize, by resolution or ordinance, the City of College Station to enter into an agreement with TxDOT should the project be selected for funding.
- PART 4: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this 27th day of May, A.D. 2021.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney

May 27, 2021

Item No. 9.4.

Semi-Annual Report on System-Wide Impact Fees for Water, Wastewater, and Roadway.

Sponsor: Carol Cotter

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a Semi-Annual Report on System-Wide Impact Fees for Water, Wastewater, and Roadway.

Relationship to Strategic Goals:

- Financial Sustainability
- Core Services & Infrastructure
- Diverse & Growing Economy
- Improving Mobility

Recommendation(s): The Planning and Zoning Commission along with a representative from the ETJ, acting in their capacity as the Impact Fee Advisory Committee, will hear this item on May 20, 2021. A written Final Report will be provided to City Council. Staff recommends that 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 2018. 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 applicable over the reporting period October 1, 2020, through March 31, 2021. The statutory 5-year update is in progress and expected to be completed in the latter part of this year. Since there have been no major changes to any of the impact fee programs during the reporting period, this report primarily documents the fees collected in each of the service areas and identifies the impact fee capital improvement projects that the revenues have been budgeted to help fund.

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 (IFAC) per the City of College Station Code of Ordinances Chapter 107, Impact Fees. On May 20, 2021, the Impact Fee Semi-Annual Report will be presented to the IFAC. A final report of the IFAC recommendation will be provided to City Council.

Budget & Financial Summary: N/A

Attachments:

1. Impact Fee Semi-Annual Report with Attachments



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 20, 2021
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 occurred in phases, with full fees having occurred in December of 2018. 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. The statutory 5-year update is in progress and expected to be completed in latter part of this year. Staff recommends that the Advisory Committee forward this report to City Council for their update.

The City of College Station Code of Ordinances 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, starting at 50% of the collection rate the first year, but are now being charged at the full collection rate. Roadway impact fees were phased in, 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 applicable over the reporting period October 1, 2020 through March 31, 2021. 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 **\$141,900** for a total amount of **\$1,243,580**. Eligible costs of the adopted water system capital improvements plan were estimated at \$34,140,850. Projected revenues at the adopted rate were estimated to be \$5,325,000 based on the study's 10-year growth assumptions. Collected amounts are budgeted to help fund Well #9 and Well #9 Collection Loop projects, as well as the SH6 Water Line project.

Wastewater \$3,000/Service Unit

System-wide wastewater impact fee revenues collected over the reporting period were **\$856,500** for a total amount of **\$5,859,950**. Eligible costs of the adopted wastewater system capital improvements plan were estimated at \$72,285,486. Projected revenues at the adopted rate were estimated to be \$36,149,000 based on the study's 10-year growth assumptions. Collected amounts are being used to help fund the Lick Creek Wastewater Treatment Plant Expansion, The Lick Creek Parallel Trunk Line, the Carter's Creek Diversion Lift Station, and Phases II and III of the Northeast Sewer Trunk Line.

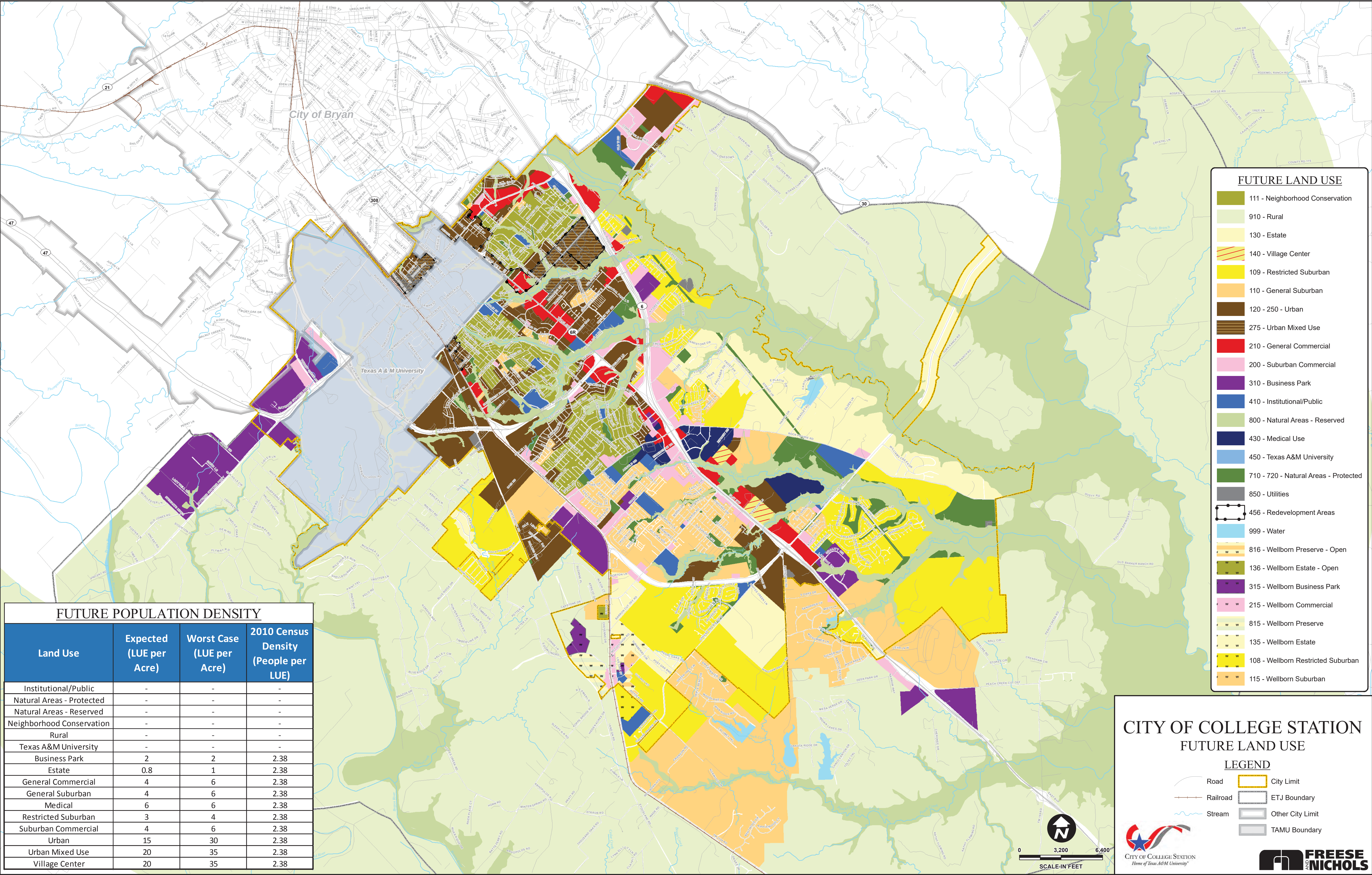
Roadway \$375(Res) \$80(Non-Res) /Service Unit

Roadway impact fees collected over the reporting period were **\$63,121** for total amount of **\$308,534** (Zone A), **\$112,756** for total amount of **\$653,170** (Zone B), **\$78,273** for total amount of **\$813,035** (Zone C), and **\$41,408**, for total amount of **\$304,096** (Zone D). Eligible costs of the adopted roadway capital improvements plan were estimated at \$134,000,000. Projected revenues at the adopted rates were estimated to be \$12,000,000 based on the study's 10-year growth assumptions. Collected amounts in Zones B and C are being used to help fund the Rock Prairie Road West Expansion project and the Capstone/Barron Road Realignment project, in those respective Zones. Specific allocations from remaining zones will be made to impact fee eligible projects within the applicable zones in FY21 and FY22 as warranted.

System-Wide Impact Fee	Allowable Max Rate per Service Unit	Adopted Collection Rate per Service Unit	10-Year Capital Needs	Eligible Capital Improvement Costs	Total Amount Collected	2016 Projected 10-yr Recovery at Collection Rate
Water	\$2,917	\$500	\$49M	\$34M	\$1,243,580	\$5M
Wastewater	\$5,519	\$3000	\$154M	\$72M	\$5,859,950	\$36M
Roadway Zone A	\$1,061	\$375/\$80	\$17M	\$15M	\$308,534	\$2.4M
Roadway Zone B	\$1,072	\$375/\$80	\$35M	\$16M	\$653,170	\$3.0M
Roadway Zone C	\$2,556	\$375/\$80	\$71M	\$49M	\$813,035	\$4.1M
Roadway Zone D	\$4,004	\$375/\$80	\$166M	\$55M	\$304,096	\$2.5M

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

032006400

SCALE IN FEET

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

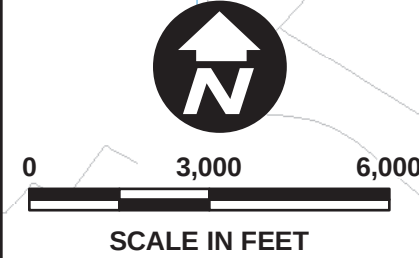
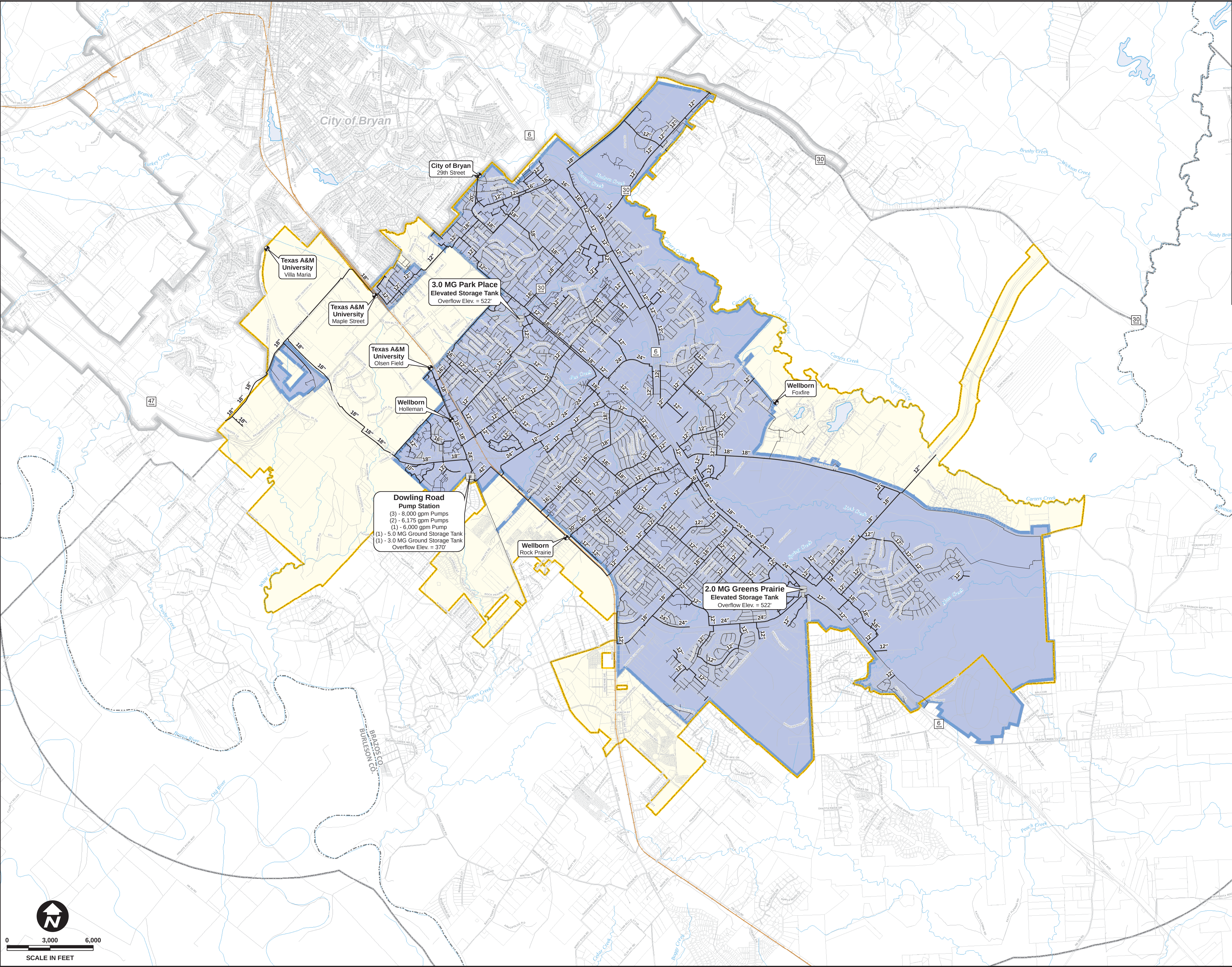
 City Limit

 ETJ Boundary

 Other City Limit

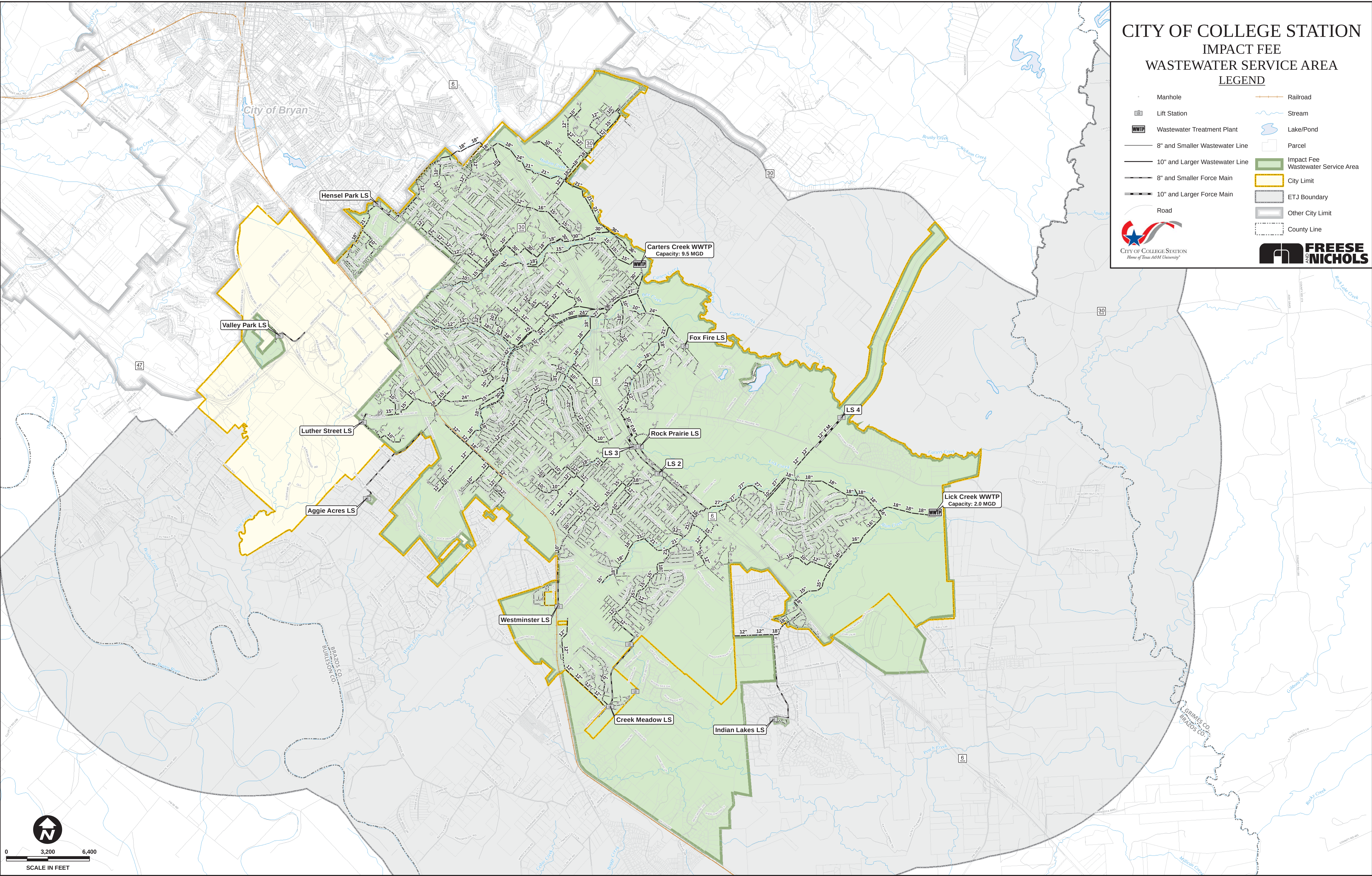
 County Line

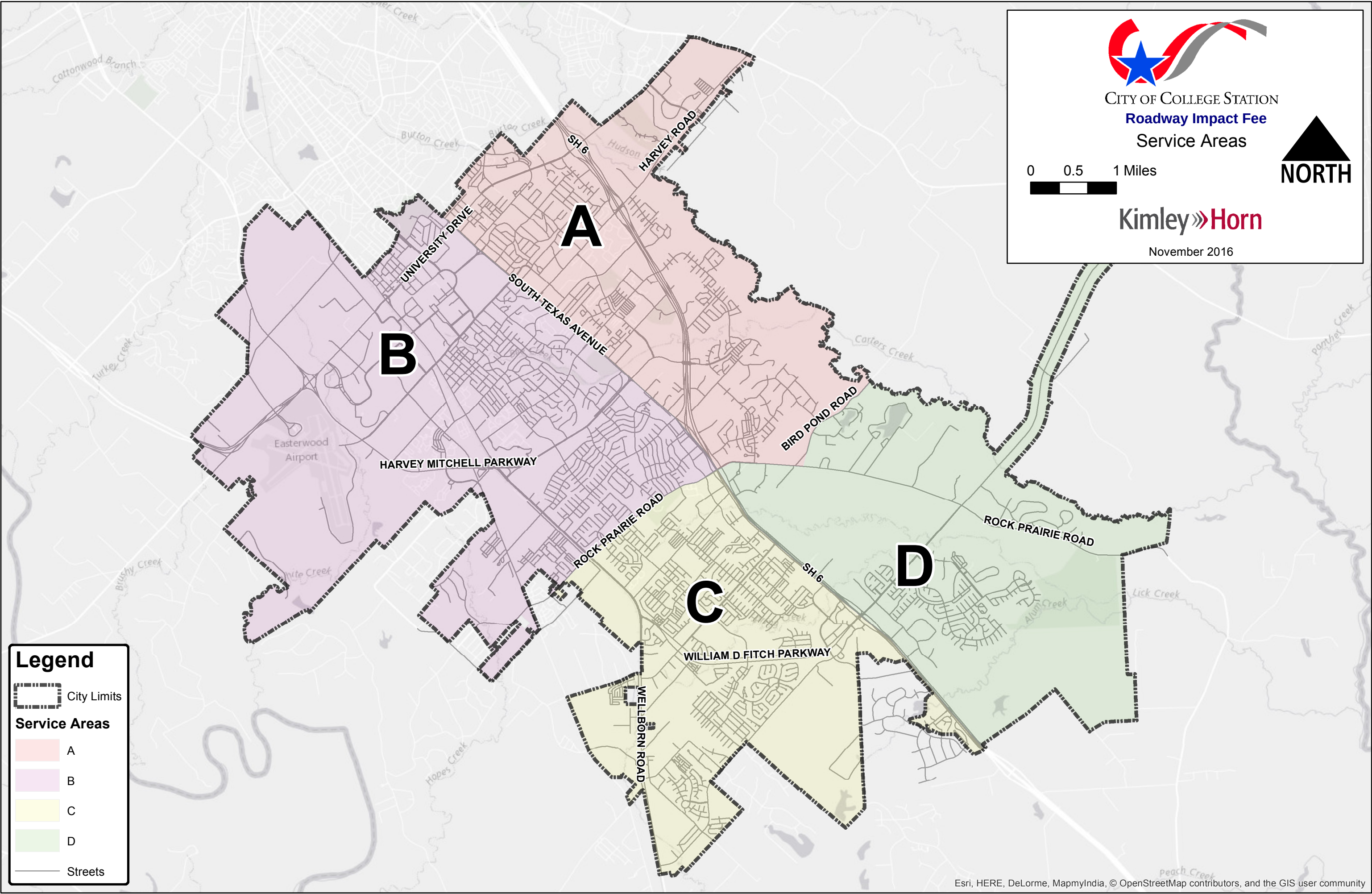




CITY OF COLLEGE STATION
IMPACT FEE
WASTEWATER SERVICE AREA
LEGEND

- | | |
|--------------------------------|------------------------------------|
| 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 |





May 27, 2021

Item No. 12.1.

Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

Agenda Caption: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Animal Shelter Board, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Census Committee Group, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:

None