



# College Station, TX

City Hall  
1101 Texas Ave  
College Station, TX 77840

## Meeting Agenda - Final

### City Council Regular

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**Thursday, July 26, 2018**

**6:00 PM**

**City Hall Council Chambers**

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

#### **Presentation:**

Presentation of Historic Markers by the Historic Preservation Committee to the following:

- St. Matthew Baptist Church, 409 Holleman Drive, Marker 10
- Sterling Whitley, 500 Holleman Drive, Marker 94
- Thomas & Sharon Merchant, 1102 Detroit Street, Marker 95
- Bobby Searcy & Adrian Merchant, 1106 Phoenix Street, Marker 96
- Rudell Baker-Wilson, 1202 Phoenix Street, Marker 97
- A.C. Clark, 1122 Arizona Street, Marker 11

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

#### **Consent Agenda**

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

Secretary.

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

- 2a. [18-0045](#) Presentation, possible action, and discussion of minutes for:
- July 12, 2018 Workshop Council Meeting
  - July 12, 2018 Regular Council Meeting

**Sponsors:**

Smith

**Attachments:**

[WKSHP071218 DRAFT Minutes.docx](#)

[RM071218 DRAFT Minutes.docx](#)

- 2b. [18-0439](#) Presentation, possible action, and discussion on a resolution to amend the Solid Waste Facilities Operations Agreement among the City of Bryan, Texas, the City of College Station, Texas, and the Brazos Valley Solid Waste Management Agency, Inc.

**Sponsors:**

Harmon

**Attachments:**

[BVSWMA Resolution 072618](#)

- 2c. [18-0440](#) Presentation, possible action, and discussion on the first reading of a franchise agreement with Organix Recycling, LLC. for the collection of recyclables from commercial businesses and multi-family locations.

**Sponsors:**

Harmon

**Attachments:**

[Organix LLC Routing and Franchise](#)

- 2d. [18-0442](#) Presentation, possible action, and discussion regarding approval of a real estate contract 18300594 with Pebble Creek Interests, LTD for the purchase of easements needed for the Lick Creek Parallel Wastewater Trunk Line Project.

**Sponsors:**

Harmon

**Attachments:**

[Pebble Creek Interests - Map](#)

- 2e. [18-0444](#) Presentation, possible action, and discussion regarding approval of a real estate contract 18300607 with Aggieland Properties, Inc. for the purchase of land needed for the SH 47 Electric Substation Project.

**Sponsors:**

Harmon

**Attachments:**

[Prop Hwy 47 Substation Map - Aggieland Prop](#)

- 2f. [18-0474](#) Presentation, possible action, and discussion on a Second Amendment to the Lease Agreement with Wirestar, Inc. for the lease of fiber optic cable, increasing the leased fiber strand miles to 88.74.

**Sponsors:**

Provazek

**Attachments:** [WireStar 2nd Amendment to 16300022 7-16-18.pdf](#)

- 2g. [18-0447](#) Presentation, possible action, and discussion on the approval of an annual price agreement for the purchase of Type D Hot Mix Asphalt to be picked up by City Crews or to be delivered to the job site as requested for the maintenance of streets to Knife River Corp for \$1,435,500 and BPI Materials LLC for \$438,000. The total annual not to exceed expenditure is \$1,873,500.

**Sponsors:** Harmon

**Attachments:** [Tabulation](#)

- 2h. [18-0454](#) Presentation, possible action, and discussion concerning award of Construction Contract 18300286 with CF McDonald Electric, Inc. in the amount of \$209,656 to install previously purchased VFDs at Sandy Point Pump Station.

**Sponsors:** Gibbs

- 2i. [18-0471](#) Presentation, possible action, and discussion on an ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at Anytime," at the West side of Boyett Street beginning 60 feet north of the intersection of University Drive and ending 130 feet north of University Drive, of the Code of Ordinances by providing a severability clause; declaring a penalty; and providing an effective date.

**Sponsors:** Eller

**Attachments:** [Ordinance Amendment 38-1014](#)

- 2j. [18-0472](#) Presentation, possible action, and discussion on an ordinance amending Chapter 38, "Traffic and Vehicles," Article II, "Stopping, Standing and Parking," Division 3 "Northgate Area," Section 38-104, of the Code of Ordinances by amending certain sections relating to parking regulations; providing a severability clause, declaring a penalty; and providing an effective date.

**Sponsors:** Eller

**Attachments:** [CH 38 - Passenger Pick-up](#)

- 2k. [18-0473](#) Presentation, possible action, and discussion on an ordinance amending Chapter 38, "Traffic and Vehicles," Article III, "Junked Vehicles," Section 38-132 and 38-140 of the Code of Ordinances by providing a severability clause; declaring a penalty; and providing an effective date.

**Sponsors:** Eller

**Attachments:** [Ch 38 Junk Veh Ord Amend](#)

- 2l. [18-0476](#) Presentation, possible action, and discussion regarding the ratification of Change Order 3 to Capital Improvement Project Underground Distribution Bores, Contract 18300242 in the amount of \$60,000.

**Sponsors:** Crabb

**Attachments:** [18300242 Change Order #3 Palasota Contracting FINAL\\_.pdf](#)

- 2m. [18-0441](#) Presentation, possible action, and discussion on a professional services contract 18300532 with Jones and Carter, Inc. in the amount of \$608,000, for the design and construction phase services for the Carters Creek Wastewater Treatment Plant Centrifuge Improvements Project.

**Sponsors:** Harmon

**Attachments:** [Project Location Map](#)

- 2n. [18-0443](#) Presentation, possible action, and discussion on a professional services contract 18300182 with Jones and Carter, Inc. in the amount of \$267,000, for the design and construction phase services for the East Side Sewer and Lift Station Project.

**Sponsors:** Harmon

**Attachments:** [2018-01-30 Project Location Map](#)

- 2o. [18-0446](#) Presentation, possible action and discussion regarding the approval of a contract 18300609 to Krause Paint and Body Shop for Auto Heavy Truck Paint and Body Repairs in an amount not to exceed \$120,000.

**Sponsors:** Harmon

**Attachments:** [18-095 Tab](#)

- 2p. [18-0449](#) Presentation, possible action, and discussion regarding the renewal of the Interlocal Agreement with the City of Bryan for Management of the Larry J. Ringer Library.

**Sponsors:** Schmitz

**Attachments:** [ILA BCS Library System 7-6-18](#)

- 2q. [18-0462](#) Presentation, possible action, and discussion on a bid award for annual blanket purchase agreements for various electrical items to be stored in inventory as follows: KBS Electrical Dist.: \$100,044.30, Wesco Dist.: \$26,973.00, Texas Electric Cooperatives: \$119,737.50, Techline, Inc.: \$509,373.50, Anixter: \$37,799.00. Total estimated annual expenditure is \$793,927.30.

**Sponsors:** Leonard

**Attachments:** [Recommended 18-093 Awards](#)

## Regular Agenda

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

1. [18-0047](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 2, "Administration," Article VI, "Boards and Commissions," Division 2, "Historic Preservation Committee," Section 2-170, "Membership," and Division 4, "Parks and Recreation Advisory Board," Section 2-226, "Creation; Membership"; Chapter 103, "Buildings and Building Regulations," Article II, "Administration and Enforcement," Division 2, "Construction Board of Adjustment and Appeals; Appeals and Variances." Section 103-45, "Membership and Conflict of Interest"; Appendix A, "Unified Development Ordinance," Article 1, "General Provisions," Section 2.6, "Bicycle, Pedestrian, and Greenways Advisory Board," Subsection B, "Membership and Terms," 2, "Terms," and Article 2, "Development Review Bodies," Section 2.2, "Planning and Zoning Commission," Subsection B, "Membership and Terms," 2, "Terms," and 3, "Term Limits," and Section 2.5, "Design Review Board," Subsection B, "Membership and Terms," of the Code of Ordinances of the City of College Station, Texas.

**Sponsors:**

Smith

**Attachments:**

[Boards and Committees Ordinance \(2\) final.docx](#)

2. [18-0445](#) Presentation, possible action, and discussion regarding approval of a construction contract 18300589 with CRT GC, Inc., in the amount of

\$942,123, for the construction of an all abilities park at Central Park.

**Sponsors:**

Harmon

**Attachments:**

[Fun for all location map](#)

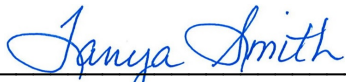
[Tabulation](#)

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

4. Adjourn.

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

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on July 20, 2018 at 5:00 p.m.



City Secretary

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

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

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

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

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

## Legislation Details (With Text)

**File #:** 18-0045      **Version:** 1      **Name:**  
**Type:** Minutes      **Status:** Consent Agenda  
**File created:** 7/17/2018      **In control:** City Council Regular  
**On agenda:** 7/26/2018      **Final action:**

**Title:** Presentation, possible action, and discussion of minutes for:  
· July 12, 2018 Workshop Council Meeting  
· July 12, 2018 Regular Council Meeting

**Sponsors:** Tanya Smith

**Indexes:**

**Code sections:**

**Attachments:** [WKSHP071218 DRAFT Minutes.pdf](#)  
[RM071218 DRAFT Minutes.pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action, and discussion of minutes for:

- July 12, 2018 Workshop Council Meeting
- July 12, 2018 Regular Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

- July 12, 2018 Workshop Council Meeting
- July 12, 2018 Regular Council Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP  
CITY OF COLLEGE STATION  
JULY 12, 2018

STATE OF TEXAS           §  
                                      §  
COUNTY OF BRAZOS       §

**Present:**

Karl Mooney, Mayor

**Council:**

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

**City Staff:**

Jeff Kersten, Assistant City Manager  
Dave Coleman, Interim Assistant City Manager  
Carla Robinson, City Attorney  
Tanya Smith, City Secretary  
Ian Whittenton, Deputy City Secretary

**1. Call to Order and Announce a Quorum is Present**

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Mooney at 3:30 p.m. on Thursday, July 12, 2018 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

**2. Executive Session**

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.074-Personnel, the College Station City Council convened into Executive Session at 3:30 p.m. on Thursday, July 12, 2018 in order to continue discussing matters pertaining to:

A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:

- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
- McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas
- City of College Station v. Gerry Saum, Individually, and as Independent Executrix of the Estate of Susan M. Wood, Deceased; Cause No. 17-002742-CV-361; In the 361st District Court, Brazos County, Texas
- Maura Juarez Garcia v. Andres Garcia and City of College Station; Cause No. 18-000419-CV-85; In the 85th District Court, Brazos County, Texas.

B. Deliberation on the purchase, exchange, lease, or value of real property; to wit:

- Property located generally in the vicinity of Highway 50 in South Robertson County, Texas.

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

- Council self-evaluation
- City Manager

The Executive Session recessed at 4:34 p.m.

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

No action was required from Executive Session.

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

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

*(2a): Carla Robinson, City Attorney, stated that the minutes did not accurately state the vote and that the minutes will need to be pulled during the regular meeting for a separate vote.*

*(2b): Councilmember Harvell, stated her enthusiasm regarding the appointment of Santos Navarrette, Jr., M.A., M.B.A., as director of the Brazos County Health District.*

*(2c): Debbie Eller, Director of Community Services, provided an explanation of the rejection of all proposals received in response to the RFP for Parking Access and Revenue Control System in the College Main Parking Garage. She stated that all of the five (5) bids were either over budget, were not holistic, or did not meet our Information Technologies Department's security requirements.*

*(2g): Aubrey Nettles, Special Projects Coordinator, clarified the intention of the ordinance and limitations of its application.*

**5. Presentation, possible action, and discussion regarding the proposed FY 2019 Community Development Budget and PY 2018 Annual Action Plan.**

Brian Piscacek, Community Services, presented the proposed FY 2019 Community Development Budget and PY 2018 Action Plan. Included in the Plan are goals, objectives, and funding recommendations for projects and programs. HUD requires that the Action Plan and Budget be delivered by August 16, 2018. The proposed plans and budget were developed using input received from a series of public hearings, program committee meetings, and citizen input.

The goals and objectives in the 2015-2019 Consolidated Plan were followed in preparing this year's Plan. These goals and objectives were prepared to meet the specific needs of lower-income citizens, and to provide support for families working towards self-sufficiency.

The final draft of the budget and Annual Action Plan will be brought to the August 9th meeting for Council's consideration.

Mayor Mooney took Item 7 before Item 6 for discussion.

**6. Presentation, possible action, and discussion regarding possible changes to Section 5.11.D.2, Neighborhood Conservation Overlay Districts, of the Unified Development Ordinance.**

Justin Golbabai, Planning and Development, provided Council a brief overview of two community engagement meetings that were held on April 30th to gather input on various neighborhood protection proposals, including concepts related to provide additional options and flexibility to the Neighborhood Conservation Overlay districts. The feedback received from the Community was used by staff in designing modifications for the Neighborhood Conservation Overlay Districts.

Mr. Golbabai, also presented the following proposed Neighborhood Conservation Overlay Modifications:

Lot Coverage Proposed NCO Modifications:

- Modify NCO Menu Option to limit impervious surfaces to an amount between the neighborhood median and current requirements.
- Allow discretion in the elements that would be counted towards impervious surfaces.

Tree Preservation Proposed NCO Option Modifications:

- Allow the exclusion of certain types of trees from the NCO tree preservation option (Example: Hackberry or invasive trees).
- Allow option to protect trees 8 caliper inches or larger.

Off-Street (On-Site) Parking Proposed NCO Modifications:

- Allow greater discretion on parking and non-parking areas.
- Allow different portions of the property to have their own percentage of allowed parking.
- Allow for requiring smaller driveway widths so long as it exceeds the city's minimum of 12 feet.

Lot Area & Subdivision Proposed NCO Modifications:

- Allow NCO neighborhoods to be able to opt-in to the current subdivision rules.

Garage Requirement Proposed NCO Modification:

- Would require the building of a 1, 2, or 3 car garage with new development based on the prevailing character of the neighborhood.

Neighborhood Study Proposed NCO Modification:

- Allowing an NCO to move forward to Planning & Zoning Commission and City Council without a neighborhoods study.

No More Than 2-Unrelated Option Proposed NCO Modification:

- Allowing an NCO option that would allow no more than 2-unrelated individuals.
- This option would be enforced by Code Enforcement.

The Planning & Zoning Commission considered this item at their July 5, 2018 meeting and recommended approval of:

- Concerned about the NCO process and staff time
- Recommended 50%+1 threshold be higher (58% -67% Range)
- No consensus on the no more than 2 unrelated option
- Generally supportive of all other proposed modifications

Staff requested direction from Council regarding the policy direction of “no action” (leave UDO Neighborhood Conservation Overlay as is) or policy direction to amend the ordinance with some or all of proposed modifications.

Council directed staff to bring this item back with an additional preceding presentation that explained the NCO process.

#### **7. Presentation, possible action, and discussion regarding possible changes to the Unified Development Ordinance related to the creation of a middle housing zoning district.**

Justin Golbabai, Planning and Development, provided Council a brief overview of two community engagement meetings that were held on April 30th to gather input on various neighborhood protection proposals, including concepts related to the creation of a middle housing zoning district.

The feedback received by the Community was on a middle housing zoning district that could allow a variety of middle housing types between single family and traditional multi-family. The purpose of allowing such a zoning district would be to:

- Better protect established single family neighborhoods from market pressure and undesirable housing types.
- Provide an appropriate zoning category and placement for the market and investor demands for middle housing types.
- Increase the flexibility of housing types in College Station.

The Planning & Zoning Commission considered this item at their July 5, 2018 meeting and recommended approval of New Zoning District.

- Recommended all types.
- Multiplex: Recommended a maximum of 12 units for a building and lot.
- Height:
  - Around 2.5 to 3 Stories
  - Subject to Single Family Height Protection

#### **Possible Council Direction**

- No action (leave UDO zoning districts as is)
- Recommend amending ordinance to create a middle housing zoning district:
  - With proposed or modified mix of housing types.
    - Patio Homes
    - Duplexes
    - Triplexes & Fourplexes
    - Multiplex
    - Bungalow Court
    - Courtyard Apartments
    - Live/Work Units

Council directed staff to move forward with P&Z’s recommendations and include a 3 story height limit for the district and a maximum of 12 units per building and lot

#### **8. Council Calendar**

Council reviewed the calendar.

**9. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Annexation Task Force, Arts Council of Brazos Valley, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, FBT/Texas Aggies Go to War, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Transportation and Mobility Committee, TAMU Economic Development, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Walk with the Mayor, YMCA, Youth Advisory Council, Zoning Board of Adjustments.**

Mayor Mooney reported on the MPO, Walk with the Mayor, and YMCA.

Councilmember Brick reported on the Arts Council.

## **9. Adjournment**

There being no further business, Mayor Mooney adjourned the workshop of the College Station City Council at 7:18 p.m. on Thursday, July 12, 2018.

\_\_\_\_\_  
Karl Mooney, Mayor

ATTEST:

\_\_\_\_\_  
Tanya Smith, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING  
CITY OF COLLEGE STATION  
JULY 12, 2018

STATE OF TEXAS           §  
                                     §  
COUNTY OF BRAZOS     §

**Present:**

Karl Mooney, Mayor

**Council:**

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

**City Staff:**

Jeff Kersten, Assistant City Manager  
Dave Coleman, Interim Assistant City Manager  
Carla Robinson, City Attorney  
Tanya Smith, City Secretary  
Ian Whittenton, Deputy City Secretary

**Call to Order and Announce a Quorum is Present**

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Mooney at 7:24 p.m. on Thursday, July 12, 2018 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

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

**MOTION:** Upon a motion made by Councilmember Benham and a second by Councilmember Brick, the City Council voted six (6) for and none (0) opposed, to approve the absence request of Councilmember Nichols. The motion carried unanimously.

**Hear Visitors Comments**

Fred Dupriest, College Station, came before the council to ask for follow up with the Southside on the NCO process.

Shirley Dupriest, College Station, came before the council to request clarification on the vote for the 5% homestead exemption during the June 28<sup>th</sup> Council meeting. Mrs. Dupriest also requested clarification on how the Homestead exemption qualification might be to identify potential rental units.

Richard Woodward, College Station, came before the council to discuss Woodson Phase IV and how the community took action to make the neighborhood attractive to families again by enacting restrictions on unrelated persons living in a home.

## **CONSENT AGENDA**

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

- **June 28, 2018 Workshop Meeting**
- **June 28, 2018 Regular Meeting**

### **2b. Presentation, possible action, and discussion to approval the appointment of the Brazos County Board of Health Director.**

### **2c. Presentation, possible action, and discussion of the rejection of all proposals received in response to RFP 18-059 - Parking Access and Revenue Control System in the College Main Parking Garage.**

### **2d. Presentation, possible action, and discussion regarding the ratification of Change Order 2 to Greens Prairie Substation Contract Number 17300106 in the amount of \$84,301.88.**

### **2e. Presentation, possible action, and discussion regarding renewing contracts for Temporary Personnel Services with Spherion Staffing LLC and Kelly Services. The estimated annual expenditure for temporary personnel services is \$290,000.**

### **2f. Presentation, possible action, and discussion regarding Ordinance No. 2018-4023 extending the City's Extraterritorial Jurisdiction from 3.5 miles beyond the city limits to 5 miles beyond the city limits.**

### **2g. Presentation, possible action, and discussion regarding Ordinance No. 2018-4024 amending chapter 8, "Businesses," of the Code of Ordinances of the City of College Station, Texas, by adding Article XIII "Dockless Bike Share Program"; providing a severability clause; declaring a penalty; and providing an effective date.**

Consent Item 2a pulled for separate vote.

**MOTION:** Upon a motion made by Councilmember Benham and a second by Councilmember Rektorik, the City Council voted six (6) for and none (0) opposed, to approve the Consent Agenda, with the exception of 2a. The motion carried unanimously.

**(2a) MOTION:** Upon the main motion made by Councilmember Rektorik and a second by Councilmember Moore, the City Council voted six (6) for and none (0) opposed, to approve the minutes for the June 28, 2018, Council meeting with an amendment to the minutes regarding Consent item 2a, to reflect that the council vote on the Property Tax Homestead Exemption was five (5) for and none (0) opposed, with Councilmembers Brick and Harvell abstaining. The motion carried unanimously.

## **REGULAR AGENDA**

**1. Public Hearing, presentation, possible action, and discussion regarding Ordinance No. 2018-4025 amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from PDD Planned Development District to GS General Suburban for approximately 5.2 acres, generally located north of the intersection of Deacon Drive West and Holleman Drive South.**

Laura Gray, Planning and Development, stated that this request is to amend the zoning district boundaries from PDD Planned Development District to GS General Suburban for approximately 5.2 acres of land. The proposed rezoning to General Suburban is appropriate and compatible with the existing context of the surrounding area because the surrounding area is developed with a mixture of single family residences and townhomes all of which are compatible with the types of uses permitted for the General Suburban zoning district. Ms. Gray stated that this location is physically suitable for the proposed General Suburban zoning district as the 5.2 tract's topography is fairly level and it has over 185 feet of direct frontage along Holleman Road, an existing 2-lane collector street which is presently being widened through a capital improvement project to a 4-lane minor arterial. The subject property has available water, wastewater, storm water, and transportation facilities that are generally suitable and adequate for uses permitted by the General Suburban zoning district. Water service will be provided by Wellborn Special Utility District. Sanitary sewer service will be provided by the City of College Station. There are 2 existing 8-inch sanitary sewer manholes on the property.

Planning and Zoning Commission considered this item on June 21, 2018 and voted 5-0 to recommend approval.

At approximately 7:50 p.m., Mayor Mooney opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 7:50 p.m.

**MOTION:** Upon a motion made by Councilmember Benham and a second by Councilmember Rektorik, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance No. 2018-4025 amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from PDD Planned Development District to GS General Suburban for approximately 5.2 acres, generally located north of the intersection of Deacon Drive West and Holleman Drive South. The motion carried unanimously.

**2. Public Hearing, presentation, possible action, and discussion regarding Ordinance No. 2018-4026 amending Appendix A, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from M-1 Light Industrial to GC General Commercial and NAP Natural Areas Protected for approximately 2.5 acres of land located at 1726 Harvey Mitchell Parkway South.**

Jade Broadnax, Planning and Development, stated that this request is amending the zoning district boundaries on the property to rezone approximately 2.5 acres from M-1 Light Industrial to GC General Commercial and NAP Natural Areas Protected. The proposed zoning district GC General Commercial and NAP Natural Areas Preserved would allow for the development of retail sales and service that function to serve the entire community and its visitors. The property is suitable

for high density commercial development. The proposed zoning district is consistent with Growth Areas V and VI, the Central College Station Neighborhood Plan, and the Future Land Use and Character designations of Urban and Natural Areas-Reserved within the City's Comprehensive Plan. The applicant is proposing to rezone one 2.5 acre lot which meets the required 24 foot minimum lot width and 100 foot lot depth for General Commercial zoning. The lot currently takes access off of Harvey Mitchell Parkway South, a major arterial on the Thoroughfare Plan, and is suitable for the purposes of General Commercial zoning. The property is adjacent to the Jones Crossing Development, and if rezoned, the subject property will have cross access at the time of platting or site plan for interconnected driveway access between developments. Floodplain exists on the 0.232 acres of the property that have been proposed as NAP Natural Areas Protected.

The Planning and Zoning Commission considered this item at their June 21, 2018 meeting and voted 5-0 to recommend approval. Staff recommended approval of the rezoning request.

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

There being no further comments, the Public Hearing was closed at 7:55 p.m.

**MOTION:** Upon a motion made by Councilmember Rektorik and a second by Councilmember Brick, the City Council voted five (5) for and none (0) opposed, with Councilmember Moore abstaining, to adopt Ordinance No. 2018-4026 amending Appendix A, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from M-1 Light Industrial to GC General Commercial and NAP Natural Areas Protected for approximately 2.5 acres of land located at 1726 Harvey Mitchell Parkway South. The motion carried unanimously.

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

No future agenda items to discuss.

#### **5. Adjournment.**

There being no further business, Mayor Mooney adjourned the Regular Meeting of the City Council at 7:56 p.m. on Thursday, July 12, 2018.

---

Karl Mooney, Mayor

ATTEST:

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Tanya Smith, City Secretary

## Legislation Details (With Text)

|                       |                                                                                                                                                                                                                                                      |                      |   |                      |                                       |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|----------------------|---------------------------------------|
| <b>File #:</b>        | 18-0439                                                                                                                                                                                                                                              | <b>Version:</b>      | 1 | <b>Name:</b>         | BVSWMA Operations Agreement Amendment |
| <b>Type:</b>          | Resolution                                                                                                                                                                                                                                           | <b>Status:</b>       |   | <b>Status:</b>       | Consent Agenda                        |
| <b>File created:</b>  | 6/29/2018                                                                                                                                                                                                                                            | <b>In control:</b>   |   | <b>In control:</b>   | City Council Regular                  |
| <b>On agenda:</b>     | 7/26/2018                                                                                                                                                                                                                                            | <b>Final action:</b> |   | <b>Final action:</b> |                                       |
| <b>Title:</b>         | Presentation, possible action, and discussion on a resolution to amend the Solid Waste Facilities Operations Agreement among the City of Bryan, Texas, the City of College Station, Texas, and the Brazos Valley Solid Waste Management Agency, Inc. |                      |   |                      |                                       |
| <b>Sponsors:</b>      | Donald Harmon                                                                                                                                                                                                                                        |                      |   |                      |                                       |
| <b>Indexes:</b>       |                                                                                                                                                                                                                                                      |                      |   |                      |                                       |
| <b>Code sections:</b> |                                                                                                                                                                                                                                                      |                      |   |                      |                                       |
| <b>Attachments:</b>   | <a href="#">BVSWMA Resolution 072618</a>                                                                                                                                                                                                             |                      |   |                      |                                       |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action, and discussion on a resolution to amend the Solid Waste Facilities Operations Agreement among the City of Bryan, Texas, the City of College Station, Texas, and the Brazos Valley Solid Waste Management Agency, Inc.

### Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of a resolution to amend the Solid Waste Facilities Operations Agreement among the City of Bryan, Texas, the City of College Station, Texas, and Brazos Valley Solid Waste Management Agency, Inc.

Summary: The BVSWMA, Inc. Solid Waste Facilities Operations Agreement approved by the City in 2010, defines the relationship between BVSWMA, Inc. and the two Cities. During the month of August 2017, the Twin Oaks Landfill became inaccessible to the two Cities solid waste operations due to heavy precipitation and flooding from Tropical Storm Harvey, with a distinct possibility that the inaccessibility could be for an extended period of time. In order to ensure continued solid waste collection operations for both cities during an extended period of landfill inaccessibility, staff assigned to the BVSWMA, Inc. Technical Advisory Committee, have recommended an update to the governance document to the BVSWMA, Inc. Board of Directors in order to establish a policy that will govern communications and procedures during a possible extended period of landfill inaccessibility. The City of Bryan will consider the amendment during the first council meeting in August. If approved by the Cities, the BVSWMA, Inc. Board of Directors will consider approval of the amendment on September 19, 2018.

Budget & Financial Summary: Approval of a resolution to amend the BVSWMA, Inc. Bylaws and Solid Waste Facilities Operations Agreement will result in no changes to the current solid waste disposal rates that are charged to the Cities.

Reviewed and Approved by Legal: Yes

Attachments:

1. Resolution amending the BVSWMA, Inc. Solid Waste Facilities Operations Agreement

RESOLUTION NO.\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS APPROVING THE AMENDMENT AND RESTATEMENT OF THE SOLID WASTE FACILITIES OPERATIONS AGREEMENT BY AND AMONG THE CITY OF BRYAN, TEXAS, THE CITY OF COLLEGE STATION, TEXAS AND THE BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY, INC., AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Brazos Valley Solid Waste Management Agency, Inc. ("BVSWMA") owns and operates the Twin Oaks Landfill; and

WHEREAS, the City of Bryan, Texas ("Bryan"), the City of College Station, Texas ("College Station") and BVSWMA executed that certain Solid Waste Facilities Operations Agreement ("Operations Agreement"), dated effective May 19, 2010; and

WHEREAS, the Board of Directors of BVSWMA ("Board") has conducted a thorough review of the Operations Agreement and caused certain appropriate amendments thereto; and

WHEREAS, the City Council finds it to be in the best interest of the City of College Station to approve the Amended and Restated Solid Waste Facilities Operations Agreement, attached hereto as Exhibit A; and

WHEREAS, the City Council finds it to be in the best interest of the City of College Station to approve the Bylaws, as amended and attached hereto as Exhibit B to become the Bylaws of BVSWMA; now, therefore,

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

PART 1: That the City Council hereby approves the Amended and Restated Solid Waste Facilities Operations Agreement attached hereto as Exhibit A, and the Mayor is hereby authorized to execute the Amended and Restated Solid Waste Facilities Operations Agreement on behalf of the City of College Station.

PART 2: That this Resolution shall take effect immediately from and after its adoption.

ADOPTED the 26th day of July, A.D. 2018.

ATTEST:

APPROVED:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

APPROVED:

\_\_\_\_\_  
City Attorney

**3.01. DELIVERY.** Each City hereby agrees, to the extent it legally may, to deliver or cause to be delivered all of the Solid Waste (except Sludge, if a City so opts), attributable to and generated within the incorporated limits of each such City, and which is otherwise collected by Cities from the generator of said Solid Waste, to the Facility, except in the occurrence of extended inaccessibility to, or closure of the Facility, and subject to the recycling provisions of Section 3.06, provided such Solid Waste meets the requirements for quality as set forth in Article IV of this Agreement; but delivery of Solid Waste shall commence only after notice by the Agency that it is ready to receive the same pursuant to this Agreement.

**3.02. POINT OF DELIVERY; CONVEYANCE TO POINT OF DELIVERY.** Each City shall deliver or cause to be delivered all Solid Waste attributable to and generated within such City to the designated Point of Delivery for such City, except in the occurrence of extended inaccessibility to, or closure of the Facility. Unless and until otherwise agreed by a City and the Agency, the respective Cities shall be solely responsible for (a) collecting or causing to be collected and (b) delivering or causing to be delivered all of such Solid Waste attributable to and generated within the incorporated limits of such City to the Point of Delivery.

**3.09. UNPLANNED FACILITY CLOSURE.** Twin Oaks personnel shall independently determine if the Twin Oaks facility must be closed or is otherwise unavailable to accept municipal solid waste during its usual business days and operating hours. Such determination shall be made independently of any decision by either City as to whether such City will be collecting municipal solid waste. If the Twin Oaks personnel make such a determination for any reason (including without limitation, a determination that road flooding or severe weather may prohibit access to the facility) the Executive Director shall promptly notify the Cities through the Technical Advisory Committee of such determination; provided, however, it is not the duty or obligation of Twin Oaks personnel to determine whether carriers of municipal solid waste will be able to reach the facility. Notification of an anticipated or planned closure shall be made to the Cities no later than 4:45 P.M. the day before the closure occurs. As soon as possible after delivering notice of the closure, Twin Oaks shall provide its best reasonable estimate for when the Twin Oaks facility will again be able to accept municipal solid waste from the Cities. Twin Oaks shall provide regular communication to the Cities as is reasonable under the circumstances to keep the Cities apprised of the plans for reopening the facility. If it is determined by Twin Oaks personnel that the Twin Oaks facility will be unable to accept municipal solid waste from the Cities, or will be inaccessible for more than two consecutive business days, the Executive Director shall promptly notify the Cities of such determination. Following notice of closure or inaccessibility, for more than two consecutive days an emergency meeting of the Technical Advisory Committee shall be scheduled in order to devise a plan for the handling of the Cities' municipal solid waste until such time as the Twin Oaks facility is again able to accept municipal solid waste from the Cities. The Cities shall have the right to devise a plan for the handling of the Cities' municipal solid waste. These plans shall be discussed during the Technical Advisory Committee meeting, but each City will be allowed to handle their waste independently from the other City. All communication to and from the Cities and to and from Twin Oaks shall be through the Technical Advisory Committee and the Executive Director unless otherwise instructed by the Cities.

## Legislation Details (With Text)

|                       |                                                                                                                                                                                                                   |                      |   |                      |                                       |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|----------------------|---------------------------------------|
| <b>File #:</b>        | 18-0440                                                                                                                                                                                                           | <b>Version:</b>      | 1 | <b>Name:</b>         | Organix Recycling Franchise Agreement |
| <b>Type:</b>          | Franchises                                                                                                                                                                                                        | <b>Status:</b>       |   | <b>Status:</b>       | Consent Agenda                        |
| <b>File created:</b>  | 6/29/2018                                                                                                                                                                                                         | <b>In control:</b>   |   | <b>In control:</b>   | City Council Regular                  |
| <b>On agenda:</b>     | 7/26/2018                                                                                                                                                                                                         | <b>Final action:</b> |   | <b>Final action:</b> |                                       |
| <b>Title:</b>         | Presentation, possible action, and discussion on the first reading of a franchise agreement with Organix Recycling, LLC. for the collection of recyclables from commercial businesses and multi-family locations. |                      |   |                      |                                       |
| <b>Sponsors:</b>      | Donald Harmon                                                                                                                                                                                                     |                      |   |                      |                                       |
| <b>Indexes:</b>       |                                                                                                                                                                                                                   |                      |   |                      |                                       |
| <b>Code sections:</b> |                                                                                                                                                                                                                   |                      |   |                      |                                       |
| <b>Attachments:</b>   | <a href="#">Organix LLC Routing and Franchise</a>                                                                                                                                                                 |                      |   |                      |                                       |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action, and discussion on the first reading of a franchise agreement with Organix Recycling, LLC. for the collection of recyclables from commercial businesses and multi-family locations.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Sustainable City

Recommendation(s): Staff recommends approval of this franchise agreement.

Summary: The proposed agreement would allow Organix Recycling, LLC. to collect recyclables from commercial businesses and multi-family locations within the City of College Station.

Budget & Financial Summary: N/A

Attachments:

- 1) Franchise Ordinance



## CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 18300400 PROJECT#: \_\_\_\_\_ BID#: \_\_\_\_\_ RFP: \_\_\_\_\_

Contract Description:

Recyclable Collection Franchise Ordinance

Project Name:

Commercial and Apartment Recycling

Name of Contractor:

Organix Recycling, LLC.

CONTRACT TOTAL VALUE: \$ \_\_\_\_\_

Grant Funded ☐ Yes ☒ No

If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

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

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

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

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

This is an income contract for the use of streets for the collection of commercial/my recyclables.

Account # - 10010010-4154

(If required)\*

CRC Approval Date\*: \_\_\_\_\_ Council Approval Date\*: 7/26/2018 Agenda Item No\*: \_\_\_\_\_

--Section to be completed by Risk and Purchasing Only--

Insurance Certificates: \_\_\_\_\_ Performance Bond: \_\_\_\_\_ Payment Bond: \_\_\_\_\_

### SIGNATURES RECOMMENDING APPROVAL

\_\_\_\_\_  
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LEGAL DEPARTMENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EXECUTIVE DIRECTOR, BUSINESS SERVICES

\_\_\_\_\_  
DATE

### APPROVED & EXECUTED

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR (if applicable)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY SECRETARY (if applicable)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Original(s) sent to CSO on \_\_\_\_\_

Scanned into Laserfiche on \_\_\_\_\_

\_\_\_\_\_  
Original(s) sent to Fiscal on \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**RECYCLABLES COLLECTION FRANCHISE AGREEMENT**

**AN ORDINANCE GRANTING CONTRACTOR, ORGANIX RECYCLING, LLC., ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION ("CITY") FOR THE PURPOSE OF PROVIDING COLLECTION OF ORGANIC WASTE FROM COMMERCIAL BUSINESSES AND MULTIFAMILY RESIDENCES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.**

**WHEREAS**, the City, by ordinance, exclusively provides all solid waste collection and disposal services for solid waste aggregated from within the City limits including, but not limited to Recyclables; and

**WHEREAS**, the City pursuant to City Charter Article XI, may grant franchises to entities for use of public streets, alleys, and highways for collection of Recyclables generated within the City limits; and

**WHEREAS**, the City of College Station desires to exercise the Charter's authority and grant a non-exclusive franchise to Contractor for collection of recyclable materials and organic waste from multifamily and commercial locations for the purpose of recycling.

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

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## ARTICLE I. DEFINITIONS

- 1.1 **Agreement** means this Franchise Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclables within the City limits.
- 1.2 **Approved Customers** means those designated premises located within the City that generate Recyclables.
- 1.3 **Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.)** means the permitted municipal solid waste landfill and compost facility owned and operated by a Texas local government corporation.
- 1.4 **City Council or Council** means the governing body of the City of College Station, Texas.
- 1.5 **City** means the City of College Station, a Texas Home Rule Municipal Corporation.
- 1.6 **City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.
- 1.7 **Collection** means the scheduled aggregation of Recyclables by Contractor.
- 1.8 **Construction and Demolition Debris** means buildings material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.
- 1.9 **Contaminated** means Recyclables mixed with solid waste or altered in a way that results in materials being unrecyclable or un-compostable.
- 1.10 **Contractor** means the Contractor franchised for the collection of Recyclables.
- 1.11 **Customers** means the locations designated by the City as a Commercial Business or Multifamily Residence.
- 1.12 **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product.
- 1.13 **Receptacle** means a weatherproof container easily identifiable and designated for recycling or organic waste collection and shall not be made of any temporary materials.
- 1.14 **Recyclables or Recyclable Materials** mean materials, including construction and demolition debris recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable

materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product.

- 1.15 **Residue** means the materials regularly associated with and attached to Recyclables, as a part of the original packaging or usage of that material that is not recyclable or compostable.
- 1.16 **Roll-Off / Compactor** means a container of varying capacity used for Recyclables collection.
- 1.17 **TAC** means the Texas Administrative Code now and as amended.
- 1.18 **TCEQ** means the Texas Commission on Environmental Quality.

## ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

- 2.1 **Non-Exclusive.** City grants Contractor a non-exclusive franchise to operate and establish Recyclables collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right. City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for collecting recyclables and organic waste from commercial, industrial, and multifamily sites for the purpose of recycling within the jurisdictional limits of the City. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.
- 2.2 **Acceptance.** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services to be performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.
- 2.3 **Option to Market Materials.** If City develops services or programs resulting in materials that may be recycled or composted, including but not limited to residential, multifamily, or commercial recycling or composting, the City shall have the option to market those to any contractor.
- 2.4 **Contract with City.** If City and Contractor contract for the collection and recycling or composting of materials, those terms will be incorporated into this Agreement by amendment.

## ARTICLE III. PAYMENT AND TERM

- 3.1 **Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

- a. A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.
- b. A fee is required, equivalent to six and one half percent (6.5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least fifty-five percent (55%) but less than sixty percent (60%) of Recyclables collected.
- c. A fee is required, equivalent to eight percent (8%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting less than fifty-five percent (55%) of Recyclables collected.

**3.2 Payments.** Revenue received by Contractor from this Agreement is subject to the Franchise Fee and shall be computed into Contractor's monthly gross revenues, delivery revenues, hauling revenues, and rates, as described in **Exhibit A**. Payment will be paid quarterly to the City, and shall be due by the twentieth (20<sup>th</sup>) day of the month following the end of the previous calendar quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding account balance under Article V.

**3.3 Failure to Pay.** Failure by Contractor to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XV. General Terms of this Agreement (Termination for Cause).

**3.4 Franchise Fee Requirements.** Payments must state on a form approved by the City:

- a. The number and type of Customers collected from, for the previous quarter, for Customers included in this Agreement.
- b. The total tons landfilled, recycled or composted, within the jurisdictional limits of the City, for the previous quarter.
- c. The total gross revenues for the previous calendar quarter, for revenues generated under this agreement.
- d. The total payment amount.

**3.5 Term.** The term of this Agreement shall be for a period of five (5) years, beginning on the date of acceptance and approval by City Council.

## **ARTICLE IV. ACCESS TO RECORDS & REPORTING**

- 4.1 **Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.
- 4.2 **Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of Recyclables collected, processed, and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclables. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.
- 4.3 **Records Retention.** Contractor shall retain all records associated with this Agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City marked confidential or proprietary shall remain confidential or proprietary pursuant to the Texas Open Records Act.
- 4.4 **Activity Report.** Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. This report is due to the City's Representative no later than the twentieth (20<sup>th</sup>) calendar day of each month. Contractor's report shall include the following information:
- a. The Customer collection count, itemized by customer type
  - b. Total tonnage of Recyclables collected, recycled and/or composted, itemized by type of material, within the jurisdictional limits of the City
  - c. Total tonnage of Recyclables collected, but not recycled or composted due to rejection and the disposition of those materials
  - d. Any other information concerning the Recyclables collection as required by the City's Representative

## **ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR**

- 5.1 The Contractor shall follow the Schedule of Rates attached hereto as **Exhibit A** for the services described herein. The rates provided shall be kept current and made available to the City's Representative within thirty (30) days of an adopted rate change. The Contractor agrees to use due diligence to keep costs from increasing.

## **ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT**

- 6.1 **Equipment.** Contractor shall ensure all collection equipment and vehicles are attractively painted, well maintained and are in good working condition. Equipment must be washed at least one time per week. Equipment and vehicles must have sufficient carrying capacity for safe and efficient Recyclables collection. The City shall have the right to inspect and approve the appearance of collection equipment. A standby vehicle shall be available at all times for Recyclables collection.

- 6.2 Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement. Contractor's roll-offs, compactors, and receptacles must be clearly marked as used for Recyclables collection in letters at least twelve inches (12") in height on each side of the container.
- 6.3 Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work attire.

## **ARTICLE VII. COLLECTION AND TRANSPORT OF RECYCLABLES**

- 7.1 Transport.** The Contractor shall only transport collected Recyclables for storage, processing, disposal, or other necessary handling to locations in a manner permitted by the terms of this Agreement as well as federal, state, and local law. This Agreement does not authorize Contractor to utilize the streets, alleys, and public ways to dispose of municipal solid waste or any other type of waste intended for disposal from any other project.
- 7.2 Cover.** During transport of Recyclables all vehicles shall be covered to prevent release of litter.

## **ARTICLE VIII. PLACEMENT OF RECEPTACLES**

- 8.1 Placement.** All roll-offs, compactors, and receptacles placed in service shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall Contractor place roll-offs, compactors, or receptacles on public streets, alleys, or thoroughfares without prior approval of the City's Representative. City reserves the right to designate the exact location of any or all roll-offs, compactors, or containers placed in service in the City.
- 8.2 City Collection.** Recyclables collection shall not interfere with the City's collection of municipal solid waste. Under no circumstances shall contractor place roll-offs, compactors, or receptacles in existing enclosures designated for City roll-offs, compactors, and receptacles.

## **ARTICLE IX. SERVICE COMPLAINTS**

- 9.1 Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.

- 9.2 **Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.
- 9.3 **Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with Article IV. Access to Records & Reporting.
- 9.4 **Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars (\$300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall invoice the Contractor such charges.

## ARTICLE X. DISPOSAL AND PROCESSING

- 10.1 **Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWM, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.
- 10.2 **Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.
- 10.3 **Disposal.** In no case shall any Recyclable or Compostable Materials be disposed in a landfill.

## ARTICLE XI. VIOLATION AND PENALTY

- 11.1 **Fine.** It shall be unlawful for any person, firm or corporation to violate any provision or term of this Agreement and they shall receive a citation and fine not to exceed \$2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.
- 11.2 **Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

## ARTICLE XII. INSURANCE

- 12.1 The Contractor shall procure and maintain, at its sole cost and expense for the term of this Agreement, 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 agents, representatives, volunteers, employees, or subcontractors.

- 12.2** The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C**.

### **ARTICLE XIII. INDEMNIFICATION AND RELEASE**

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

### **ARTICLE XIV. DISPUTES AND MEDIATION**

- 14.1 Disputes.** If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.
- 14.2 Mediation.** If the parties are not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking

mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.

- 14.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

## **ARTICLE XV. GENERAL TERMS**

- 15.1 Performance.** Contractor, its employees, associates, or subcontractors shall perform all the services in a professional manner and be fully qualified and competent to perform those services.

**15.2 Termination.**

- a. For Convenience.** At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' written notice. City shall be compensated for outstanding Franchise Fees.
- b. For Cause.** City may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.
- c. Hearing.** This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.

- 15.3 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.

- 15.4 Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.

- 15.5 Taxes.** The City is tax exempt and is not responsible for the payment of any taxes.

- 15.6 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 (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.

- 15.7 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 of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
- 15.8 Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
- 15.9 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, and if by limiting that provision, the Agreement may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 15.10 Entire Agreement.** This Agreement represents the entire agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 15.11 Agree to Terms.** The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.
- 15.12 Effective Date.** According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.
- 15.13 Notice.** Any official notice under this Agreement will be sent to the following addresses:

City of College Station  
Attn: Heather Woolwine  
PO BOX 9960  
1101 Texas Ave  
College Station, TX 77842  
[hwoolwine@cstx.gov](mailto:hwoolwine@cstx.gov)

Organix Recycling, LLC.  
Attn:  
Address  
Address  
Address  
Email

- 15.14 List of Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.
- A. Schedule of Rates
  - B. Insurance Requirements

C. Certificates of Insurance

**15.15 Public Meetings and Readings.** This Agreement was passed, adopted and approved according to Texas Government Code Chapter 551.

- a. First Consideration & Approval on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.
- b. Second Consideration & Approval on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**ORGANIX RECYCLING, LLC.**

By: Nate Natsyshyn

Printed Name: Nate Natsyshyn

Title: **Owner/Member** Compliance Officer

Date: 5-7-18

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_

Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Secretary

Date: \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant City Manager/CFO

Date: \_\_\_\_\_

## EXHIBIT A. SCHEDULE OF RATES

- I. Contractor's base rate is \$55.00 per service, and may increase, depending on a variety of conditions, including but not limited to:
  - a. Location of Customer
  - b. Impact on Existing Routes
  - c. Ingress and Egress Capabilities
  - d. Special Requests by Customers
  - e. Frequency of Collections
  - f. Volume of Materials
  - g. Type of Materials
  - h. External Contributing Conditions of Market Costs

## **EXHIBIT B. INSURANCE REQUIREMENTS**

Throughout the term of this Agreement the Contractor must comply with the following:

### **I. Standard Insurance Policies Required:**

- a. Commercial General Liability
- b. Business Automobile Liability
- c. Workers' Compensation

### **II. General Requirements Applicable to All Policies:**

- a. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- b. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit 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.

### **III. Commercial General Liability**

- a. General Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- b. Policies shall contain an endorsement 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 \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000. Limits shall be endorsed to be per project.
- d. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- e. The coverage shall include, but not be limited to the following:  
premises/operations with separate aggregate; independent contracts;  
products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

#### **IV. Business Automobile Liability**

- a. Business Automobile Liability insurance shall be written by a carrier rated "A: VIII" or better 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.

#### **V. Workers' Compensation Insurance**

- a. Workers compensation insurance shall include the following terms:
  - i. Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required
  - ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
  - iii. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

## **EXHIBIT C. CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2018

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

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

|                                                                                                       |  |                                                                                                                                                                                     |  |
|-------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Assurance Agency, Ltd<br>1750 E Golf Road<br>Suite 1100<br>Schaumburg IL 60173     |  | <b>CONTACT NAME:</b> Samantha Ritchie<br><b>PHONE (A/C, No, Ext):</b> (847) 463-7305<br><b>E-MAIL ADDRESS:</b> sritchie@assuranceagency.com<br><b>FAX (A/C, No):</b> (847) 440-9123 |  |
| <b>INSURED</b><br>Organix Recycling, LLC<br>19065 Hickory Creek Drive<br>Suite 240<br>Mokena IL 60448 |  | <b>ORGAREC-01</b>                                                                                                                                                                   |  |
| <b>INSURER(S) AFFORDING COVERAGE</b>                                                                  |  | <b>NAIC #</b>                                                                                                                                                                       |  |
| <b>INSURER A:</b> Hartford Fire Insurance Company                                                     |  | 19682                                                                                                                                                                               |  |
| <b>INSURER B:</b> Great American                                                                      |  | 16691                                                                                                                                                                               |  |
| <b>INSURER C:</b> Trumbull Insurance Company                                                          |  | 27120                                                                                                                                                                               |  |
| <b>INSURER D:</b> Charter Oak Fire Insurance Co.                                                      |  | 25615                                                                                                                                                                               |  |
| <b>INSURER E:</b>                                                                                     |  |                                                                                                                                                                                     |  |
| <b>INSURER F:</b>                                                                                     |  |                                                                                                                                                                                     |  |

**COVERAGES****CERTIFICATE NUMBER:** 486401760**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 SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                        |               |                                           |               |                              |              |                                |              |                   |              |                        |              |  |    |
|--------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------|---------------|------------------------------|--------------|--------------------------------|--------------|-------------------|--------------|------------------------|--------------|--|----|
| A                                                                                                      | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b><br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input checked="" type="checkbox"/> <b>LOC</b> |                    | 83CS50208     | 12/31/2017              | 6/30/2019               | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table> | EACH OCCURRENCE                                                                                        | \$ 1,000,000  | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000  | 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 |  | \$ |
| EACH OCCURRENCE                                                                                        | \$ 1,000,000                                                                                                                                                                                                                                                                                                                                                                    |                    |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                        |               |                                           |               |                              |              |                                |              |                   |              |                        |              |  |    |
| DAMAGE TO RENTED PREMISES (Ea occurrence)                                                              | \$ 1,000,000                                                                                                                                                                                                                                                                                                                                                                    |                    |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                        |               |                                           |               |                              |              |                                |              |                   |              |                        |              |  |    |
| 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                                                                                                      | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> <b>ANY AUTO</b><br><input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b><br><input checked="" type="checkbox"/> <b>HIRED AUTOS</b> <input checked="" type="checkbox"/> <b>NON-OWNED AUTOS</b>                                                                      |                    | 83CSE50207    | 12/31/2017              | 6/30/2019               | <table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 2,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>                                                                                                                                  | COMBINED SINGLE LIMIT (Ea accident)                                                                    | \$ 2,000,000  | BODILY INJURY (Per person)                | \$            | BODILY INJURY (Per accident) | \$           | PROPERTY DAMAGE (Per accident) | \$           |                   | \$           |                        |              |  |    |
| COMBINED SINGLE LIMIT (Ea accident)                                                                    | \$ 2,000,000                                                                                                                                                                                                                                                                                                                                                                    |                    |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                        |               |                                           |               |                              |              |                                |              |                   |              |                        |              |  |    |
| BODILY INJURY (Per person)                                                                             | \$                                                                                                                                                                                                                                                                                                                                                                              |                    |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                        |               |                                           |               |                              |              |                                |              |                   |              |                        |              |  |    |
| BODILY INJURY (Per accident)                                                                           | \$                                                                                                                                                                                                                                                                                                                                                                              |                    |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                        |               |                                           |               |                              |              |                                |              |                   |              |                        |              |  |    |
| PROPERTY DAMAGE (Per accident)                                                                         | \$                                                                                                                                                                                                                                                                                                                                                                              |                    |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                        |               |                                           |               |                              |              |                                |              |                   |              |                        |              |  |    |
|                                                                                                        | \$                                                                                                                                                                                                                                                                                                                                                                              |                    |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                        |               |                                           |               |                              |              |                                |              |                   |              |                        |              |  |    |
| B                                                                                                      | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b><br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b><br><input type="checkbox"/> <b>DED</b> <input checked="" type="checkbox"/> <b>RETENTION \$ 10,000</b>                                                                      |                    | TUU241141000  | 12/31/2017              | 6/30/2019               | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 10,000,000</td></tr><tr><td></td><td>\$</td></tr></table>                                                                                                                                                                                                                                                                               | EACH OCCURRENCE                                                                                        | \$ 10,000,000 | AGGREGATE                                 | \$ 10,000,000 |                              | \$           |                                |              |                   |              |                        |              |  |    |
| EACH OCCURRENCE                                                                                        | \$ 10,000,000                                                                                                                                                                                                                                                                                                                                                                   |                    |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                        |               |                                           |               |                              |              |                                |              |                   |              |                        |              |  |    |
| AGGREGATE                                                                                              | \$ 10,000,000                                                                                                                                                                                                                                                                                                                                                                   |                    |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                        |               |                                           |               |                              |              |                                |              |                   |              |                        |              |  |    |
|                                                                                                        | \$                                                                                                                                                                                                                                                                                                                                                                              |                    |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                        |               |                                           |               |                              |              |                                |              |                   |              |                        |              |  |    |
| C                                                                                                      | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input checked="" type="checkbox"/> N                                                                                                                                      | N/A                | 83WNS50205    | 12/31/2017              | 6/30/2019               | <table border="1"><tr><td><input checked="" type="checkbox"/> <b>WC STATU-TORY LIMITS</b> <input type="checkbox"/> <b>OTH-ER</b></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>                                                                                       | <input checked="" type="checkbox"/> <b>WC STATU-TORY LIMITS</b> <input type="checkbox"/> <b>OTH-ER</b> |               | E.L. EACH ACCIDENT                        | \$ 1,000,000  | E.L. DISEASE - EA EMPLOYEE   | \$ 1,000,000 | E.L. DISEASE - POLICY LIMIT    | \$ 1,000,000 |                   |              |                        |              |  |    |
| <input checked="" type="checkbox"/> <b>WC STATU-TORY LIMITS</b> <input type="checkbox"/> <b>OTH-ER</b> |                                                                                                                                                                                                                                                                                                                                                                                 |                    |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                        |               |                                           |               |                              |              |                                |              |                   |              |                        |              |  |    |
| E.L. EACH ACCIDENT                                                                                     | \$ 1,000,000                                                                                                                                                                                                                                                                                                                                                                    |                    |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                        |               |                                           |               |                              |              |                                |              |                   |              |                        |              |  |    |
| E.L. DISEASE - EA EMPLOYEE                                                                             | \$ 1,000,000                                                                                                                                                                                                                                                                                                                                                                    |                    |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                        |               |                                           |               |                              |              |                                |              |                   |              |                        |              |  |    |
| E.L. DISEASE - POLICY LIMIT                                                                            | \$ 1,000,000                                                                                                                                                                                                                                                                                                                                                                    |                    |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                        |               |                                           |               |                              |              |                                |              |                   |              |                        |              |  |    |
| D                                                                                                      | Leased & Rented                                                                                                                                                                                                                                                                                                                                                                 |                    | QT6605J723212 | 12/31/2017              | 6/30/2019               | Limit: \$500,000                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                        |               |                                           |               |                              |              |                                |              |                   |              |                        |              |  |    |

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

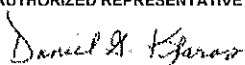
It is agreed that the following are added as Additional Insured on the General Liability and Automobile Liability on a Primary and Non-Contributory basis when required by written contract, as respects to operations performed by the Named Insured in connection with this project:

- City of College Station

A Waiver of Subrogation applies, when required by written contract and where allowable by law, in favor of the above listed additional insureds on the General Liability, Automobile Liability and Workers Compensation for this specific project.

30 Day Notice of Cancellation Applies.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                       |                                                                                                                                                                |
|-----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of College Station<br>1101 Texas Ave<br>College Station TX 77842 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                       | AUTHORIZED REPRESENTATIVE<br>                                              |

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POLICY PROVISIONS: WC 00 00 00 B

INSURER: ☐ Hartford Accident and Indemnity Company  
☐ Hartford Casualty Insurance Company  
☐ Hartford Fire Insurance Company  
☐ Hartford Underwriters Insurance Company  
☐ Twin City Fire Insurance Company

NCCI COMPANY NO.

INFORMATION PAGE

NCCI COMPANY NO.

10448  
14397  
13269  
10456  
14974

☐ Hartford Insurance Company of Illinois  
☐ Hartford Insurance Company of the Midwest  
☐ Hartford Insurance Company of the Southeast  
☒ TRUMBULL INSURANCE COMPANY

20613  
20605  
20621  
19666

(Co. Use Only)  
 Best LR RPR  
 Ind Col CFI  
 01

ADDRESS: HARTFORD, CT 06155



POLICY NO. 83 WN S50205

Previous Policy No. 84 WN S50200

SUFFIX

LARS Renewal  
 00  
 Co. Code  
 H

## Items

## 1. Named Insured and Mailing Address

(No., Street, Town, County, State)

Individual ☐ Corporation ☐  
 Partnership ☐ Other - LLC -----

Other workplaces not shown above:

2. The Policy Period is from 12/31/2017 to 12/31/2018

12:01 A.M., standard time at the insured's mailing address

Producer's Name Producer's Code  
 ASSURANCE AGENCY, LTD 550864  
 1750 E GOLF ROAD  
 SCHAUMBURG, IL 60173

## Issuing Regional Office

THE HARTFORD  
 ONE HARTFORD PLAZA  
 HARTFORD, CT 06155

3. A. Workers' Compensation Insurance: Part One of the Policy applies to the Workers' Compensation Law of the states listed here:

AL, AR, AZ, CO, CT, DC, DE, FL, GA, IL, IN, KS, KY, LA, MD, MI, MO, MS,  
 NC, NE, NJ, NM, NV, NY, OK, PA, SC, TN, TX, UT, VA, WV

B. Employers' Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3A.

The Limits of our Liability under Part Two are: Bodily Injury by Accident \$1,000,000 Each accident  
 Bodily Injury by Disease \$1,000,000 Policy Limit  
 Bodily Injury by Disease \$1,000,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT NORTH DAKOTA, OHIO, WASHINGTON, WISCONSIN, WYOMING  
 AND ANY STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE

D. This policy includes these endorsements and schedules: WC990005 AND SEE LISTING OF ENDTS

4. The premium for this policy will be determined by our manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications            | Code Number |
|----------------------------|-------------|
| SEE SCHEDULE OF OPERATIONS |             |
| TERRORISM                  | 9740        |
| CATASTROPHE                | 9741        |
| MINIMUM PREMIUM: \$541,667 |             |
| FEIN NO. 38-3851925        |             |

Interstate/Intrastate ID No. 913356373

NAICS: 562111

DE

Audit Period: ☒ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly

01/12/2018

Countersigned by

Suzanne E. Castaneda

Form WC 00 00 01 A Printed in U.S.A.

Authorized Agent

12/31/2017

Date



## Legislation Details (With Text)

|                       |                                                                                                                                                                                                                                      |                      |   |                      |                                        |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|----------------------|----------------------------------------|
| <b>File #:</b>        | 18-0442                                                                                                                                                                                                                              | <b>Version:</b>      | 1 | <b>Name:</b>         | LCWWTP Trunk Line Easement Acquisition |
| <b>Type:</b>          | Contract                                                                                                                                                                                                                             | <b>Status:</b>       |   | <b>Status:</b>       | Consent Agenda                         |
| <b>File created:</b>  | 6/29/2018                                                                                                                                                                                                                            | <b>In control:</b>   |   | <b>In control:</b>   | City Council Regular                   |
| <b>On agenda:</b>     | 7/26/2018                                                                                                                                                                                                                            | <b>Final action:</b> |   | <b>Final action:</b> |                                        |
| <b>Title:</b>         | Presentation, possible action, and discussion regarding approval of a real estate contract 18300594 with Pebble Creek Interests, LTD for the purchase of easements needed for the Lick Creek Parallel Wastewater Trunk Line Project. |                      |   |                      |                                        |
| <b>Sponsors:</b>      | Donald Harmon                                                                                                                                                                                                                        |                      |   |                      |                                        |
| <b>Indexes:</b>       |                                                                                                                                                                                                                                      |                      |   |                      |                                        |
| <b>Code sections:</b> |                                                                                                                                                                                                                                      |                      |   |                      |                                        |
| <b>Attachments:</b>   | <a href="#">Pebble Creek Interests - Map</a>                                                                                                                                                                                         |                      |   |                      |                                        |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action, and discussion regarding approval of a real estate contract 18300594 with Pebble Creek Interests, LTD for the purchase of easements needed for the Lick Creek Parallel Wastewater Trunk Line Project.

### Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the real estate contract, which will authorize the City Attorney to acquire the needed easements.

Summary: This project includes construction of a 48-inch and 54-inch sanitary sewer trunk line from William D. Fitch Parkway to the Lick Creek Wastewater Treatment Plant. Several public utility easements and temporary construction easements need to be acquired along the corridor. The real estate contract with Pebble Creek Interests, LTD is for the purchase of a public utility easement and five separate temporary construction easements across nearly a mile of the Pebble Creek Golf Course.

Budget & Financial Summary: The contract purchase price is \$768,326.00. The landowner will be obligated to restore the area after completion of the City's project. An amount of \$13,290,000 in the Wastewater Capital Improvement Projects fund has been budgeted for this project. A total of \$1,002,005.62 has been expended or committed to date, leaving a balance of \$12,287,994.38.

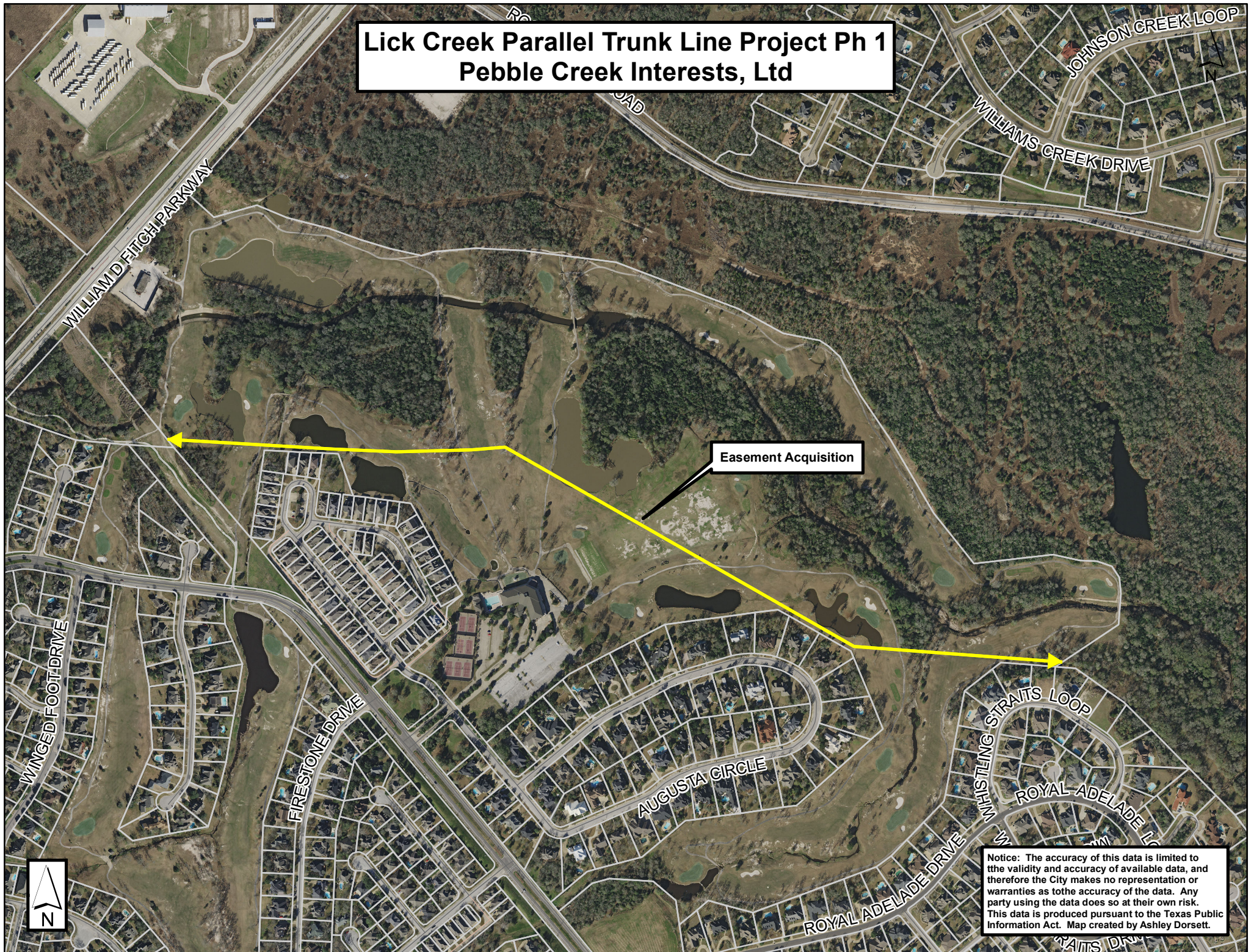
Reviewed and Approved by Legal: Yes

### Attachments:

1. Project Map
2. Real Estate Contract is on file in the City Secretary's Office.



# Lick Creek Parallel Trunk Line Project Ph 1 Pebble Creek Interests, Ltd



Easement Acquisition

Notice: The accuracy of this data is limited to the validity and accuracy of available data, and therefore the City makes no representation or warranties as to the accuracy of the data. Any party using the data does so at their own risk. This data is produced pursuant to the Texas Public Information Act. Map created by Ashley Dorsett.



## Legislation Details (With Text)

|                       |                                                                                                                                                                                                               |                      |   |                      |                                                |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|----------------------|------------------------------------------------|
| <b>File #:</b>        | 18-0444                                                                                                                                                                                                       | <b>Version:</b>      | 1 | <b>Name:</b>         | SH 47 Electric Substation Real Estate Contract |
| <b>Type:</b>          | Contract                                                                                                                                                                                                      | <b>Status:</b>       |   | <b>Status:</b>       | Consent Agenda                                 |
| <b>File created:</b>  | 6/29/2018                                                                                                                                                                                                     | <b>In control:</b>   |   | <b>In control:</b>   | City Council Regular                           |
| <b>On agenda:</b>     | 7/26/2018                                                                                                                                                                                                     | <b>Final action:</b> |   | <b>Final action:</b> |                                                |
| <b>Title:</b>         | Presentation, possible action, and discussion regarding approval of a real estate contract 18300607 with Aggeland Properties, Inc. for the purchase of land needed for the SH 47 Electric Substation Project. |                      |   |                      |                                                |
| <b>Sponsors:</b>      | Donald Harmon                                                                                                                                                                                                 |                      |   |                      |                                                |
| <b>Indexes:</b>       |                                                                                                                                                                                                               |                      |   |                      |                                                |
| <b>Code sections:</b> |                                                                                                                                                                                                               |                      |   |                      |                                                |
| <b>Attachments:</b>   | <a href="#">Prop Hwy 47 Substation Map - Aggeland Prop</a>                                                                                                                                                    |                      |   |                      |                                                |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action, and discussion regarding approval of a real estate contract 18300607 with Aggeland Properties, Inc. for the purchase of land needed for the SH 47 Electric Substation Project.

### Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the real estate contract, which will authorize the City Attorney to acquire the needed property.

Summary: College Station is planning to build an electric substation northwest of the City to meet growth requirements and provide electric service to customers in northwest College Station. The project includes construction of a 138kV/12.5kV electric distribution substation located north of Raymond Stotzer Parkway (FM 60) and west of SH 47. Design and land acquisition are underway and construction is planned to begin when the load growth projections exceed the capacity of the current infrastructure. Commissioning of the project is expected before 2024.

Before the project can begin, three tracts of land and one easement need to be acquired. The real estate contract with Aggeland Properties, Inc. is for the purchase of two tracts - a 2.181 acre parcel and a 1.304 acre parcel located on Raymond Stotzer Parkway. The permanent site will cover 6.925 acres of land.

Budget & Financial Summary: The contract purchase price is \$166,988.00, which is the appraised value. Funds for this project are presently budgeted in the Electric Capital Improvement Projects Fund.

Reviewed and Approved by Legal: Yes

**Attachments:**

1. Project Map
2. Real Estate Contract is on file in the City Secretary's Office.



SH 47 Future Electric Substation  
Aggieland Properties, Inc.  
2.2 acres & 1.3 acres

HEALTH SCIENCE  
CENTER PARKWAY

HEALTH SCIENCE CENTER  
PKWY OFF RAMP AT SH 47

BIOMEDICAL  
WAY

SH 47

FRONTAGE-RAYMOND  
STOTZER PKWY

BURGESS LANE

RAYMOND STOTZER PARKWAY

The accuracy of this data is limited to the validity and accuracy of available data, and therefore the city makes no representation or warranties as to the accuracy of the data. Any party using the data does so at their own risk. This data is produced pursuant to the Texas Public Information Act.

**Legend**

 City Limit

 ETJ



## Legislation Details (With Text)

|                       |                                                                                                                                                                                                       |                      |   |                      |  |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|----------------------|--|
| <b>File #:</b>        | 18-0474                                                                                                                                                                                               | <b>Version:</b>      | 1 | <b>Name:</b>         |  |
| <b>Type:</b>          | Agreement                                                                                                                                                                                             | <b>Status:</b>       |   | Consent Agenda       |  |
| <b>File created:</b>  | 7/10/2018                                                                                                                                                                                             | <b>In control:</b>   |   | City Council Regular |  |
| <b>On agenda:</b>     | 7/26/2018                                                                                                                                                                                             | <b>Final action:</b> |   |                      |  |
| <b>Title:</b>         | Presentation, possible action, and discussion on a Second Amendment to the Lease Agreement with Wirestar, Inc. for the lease of fiber optic cable, increasing the leased fiber strand miles to 88.74. |                      |   |                      |  |
| <b>Sponsors:</b>      | Erin Provazek                                                                                                                                                                                         |                      |   |                      |  |
| <b>Indexes:</b>       |                                                                                                                                                                                                       |                      |   |                      |  |
| <b>Code sections:</b> |                                                                                                                                                                                                       |                      |   |                      |  |
| <b>Attachments:</b>   | <a href="#">WireStar 2nd Amendment to 16300022 7-16-18.pdf</a>                                                                                                                                        |                      |   |                      |  |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action, and discussion on a Second Amendment to the Lease Agreement with Wirestar, Inc. for the lease of fiber optic cable, increasing the leased fiber strand miles to 88.74.

Relationship to Strategic Goals:

- Financially Sustainable City

Recommendation(s): Staff recommends approval

Summary: Wirestar, Inc. requested the lease of additional fiber strand miles in their current lease agreement. One section of fiber requested has not been installed. In lieu of an initial lease payment as in other sections of leased fiber, Wirestar will reimburse the City for the materials and installation costs to install fiber to the City's specifications where it doesn't currently exist and then hold a lease on 4 of those installed strands for the remainder of the lease term. The City has determined that the lease of the requested fibers is viable, according to the requirements of City Ordinance Chapter 34 Article 1, and recommends approval of the lease.

Budget & Financial Summary: This contract saves the City money on the initial installation of planned fiber in currently vacant conduit and increases the annual maintenance fees due the City from Wirestar to offset the costs of maintaining the City's total fiber optic cable infrastructure.

Attachments:

Second Amendment to Fiber Lease Agreement

**SECOND AMENDMENT OF THE  
DARK FIBER LEASE AGREEMENT BETWEEN COLLEGE STATION, TEXAS AND  
WIRESTAR, INC.**

This Second Amendment (“Amendment”) is made by and between **Wirestar, Inc.**, a Texas corporation (“USER”) and the **City of College Station**, a Texas Home Rule Municipal Corporation (“PROVIDER”), both jointly referred to as the “Parties”.

**RECITALS**

**WHEREAS**, PROVIDER and USER entered into a Dark Fiber Lease Agreement (“Original Agreement”) with Contract No. 16300022 on October 12, 2015; and

**WHEREAS**, PROVIDER and USER entered into a Dark Fiber Lease Agreement Amendment (“First Amendment”) with Contract No. 16300022 AM#1 on July 13, 2017; and

**WHEREAS**, the Original Agreement provided for USER lease of 43.16 Fiber Strand Miles in the amount of \$21,580; and

**WHEREAS**, the First Amendment provided for USER lease of 30.62 Fiber Strand Miles in the amount of \$12,630.75; and

**WHEREAS**, USER has notified the PROVIDER of the desire to lease an additional 12.2 Fiber Strand Miles of Fiber; and

**WHEREAS**, the PROVIDER has agreed to lease the additional 12.2 Fiber Strand Miles; and

**WHEREAS**, USER has notified the PROVIDER of the desire to reimburse actual material and installation costs for fiber where PROVIDER does not have fiber installed in 0.69 miles of conduit, in lieu of a License Payment for the use of 2.76 Fiber Strand Miles (4 fibers contained in the 0.69 miles of conduit); and

**WHEREAS**, the PROVIDER has agreed to install fiber in 0.69 miles of conduit and lease 2.76 Fiber Strand Miles to User, charging USER the actual cost of fiber materials and installation that meets PROVIDER specifications and capacities, and waiving the initial License Payment for these 2.76 Fiber Strand Miles during this term, ending on October 11, 2025; and

**WHEREAS**, both PROVIDER and USER agree that USER’S payment of the actual fiber materials and installation costs in lieu of the initial Fiber License Payment for this term, does not grant USER any ownership rights, rights to financial reimbursement or proration, rights to control or access, or rights to additional or future fiber capacity, except as expressly authorized in this Second Amendment; and

**WHEREAS**, the License Payment cost of the additional 12.2 Fiber Strand Miles will be prorated for the time remaining in the original lease, ending on October 11, 2025; and

**WHEREAS**, the additional annual Maintenance Amount charges for the new fibers leased by this Second Amendment for the year 2017-2018 will be prorated to reflect the effective date of this Second Amendment.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and promises set forth herein, USER and PROVIDER agree to amend the Original Agreement as follows:

1. Incorporation of Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.
2. Replacing Exhibit A, “Map of Routes Covered by this Lease” with new Exhibit A attached to this Amendment.
3. Replacing Exhibit A-1, “Route Segment Listing and Payment Amounts”, with new Exhibit A-1 attached to this Amendment.
4. All other terms, conditions, annual calculated Maintenance Amount charges, and pricing remain in full force and effect.

*(signature page to immediately follow)*

**IN WITNESS WHEREOF** the Parties have caused this Amendment to be executed by their duly authorized representatives.

**WIRESTAR, INC.**

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

City Manager

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
City Attorney

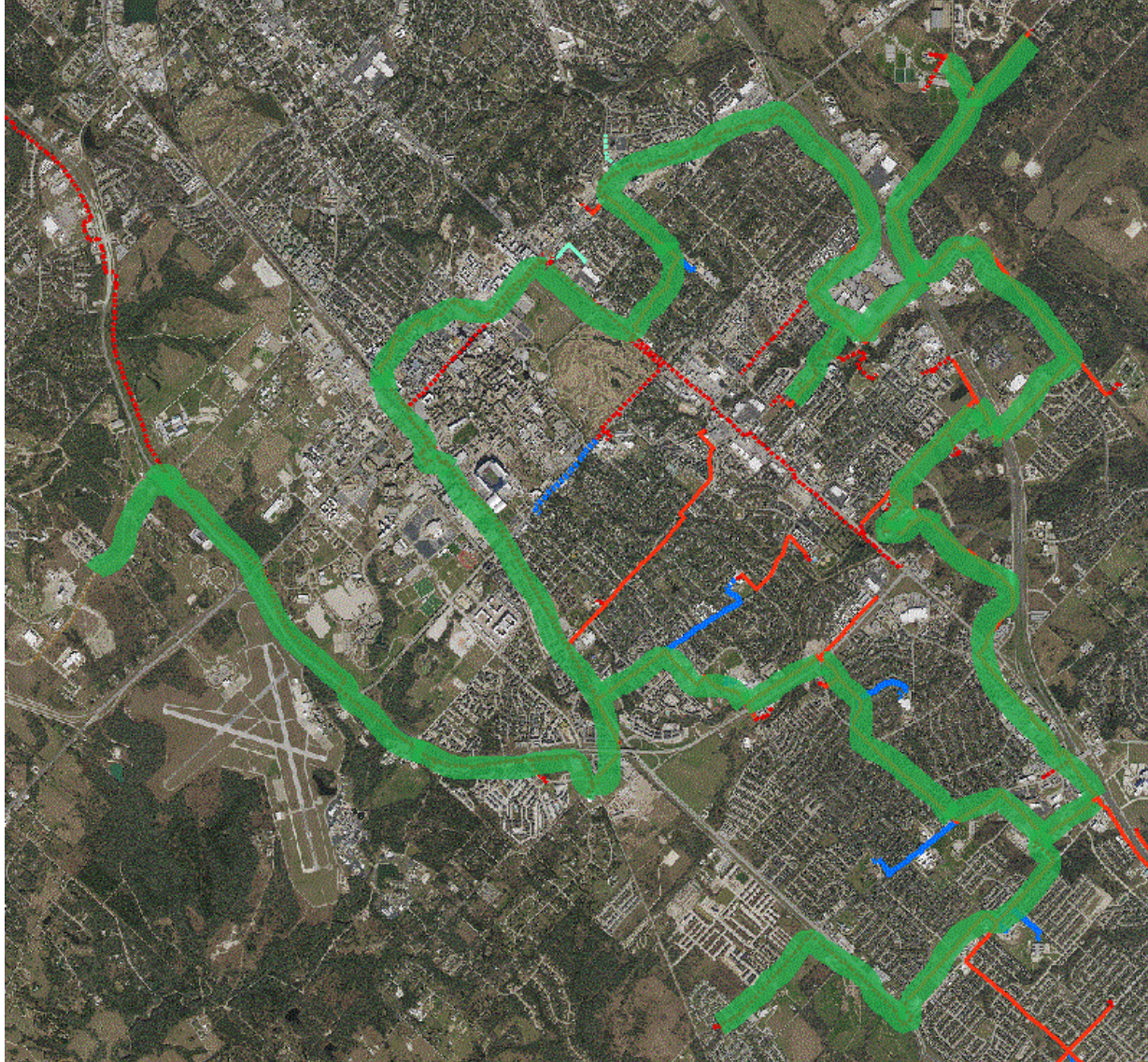
Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant City Manager / CFO

Date: \_\_\_\_\_

**EXHIBIT A**  
**MAP OF ROUTES COVERED BY THIS LEASE**

The routes covered by this Lease Agreement, as Amended, are highlighted in green on the below map.



## **EXHIBIT A-1**

### **ROUTE SEGMENT LISTING AND PAYMENT AMOUNTS**

#### **Initial Route Segments Established in Original Agreement (16300022)**

- Two (2) fiber strands on the main city fiber ring as shown in Exhibit A.
- Two (2) fiber strands on the Route Segment running from the splice point in the vicinity of Southwest Parkway and Wellborn Rd to the Dowling Road Pump Station on Dowling Road.
- Two (2) fiber strands on the Route Segment running from Dowling Road Pump Station on Dowling Road to the splice point in the vicinity of FM 2818 and Luther Street W.

#### **Additional Route Segments Added by First Amendment**

- Four (4) fiber strands from City Tower (TOWR) to the end of that leg that terminates near the intersection of Harvey Rd & Copperfield Parkway.
- Four (4) fiber strands from Utility Service (USCE) to the new splice point near the intersection of Rock Prairie Rd West & Oak Creek.
- Two (2) fiber strands from the Southwest Parkway & Wellborn (SWWB) through the Dowling Pump Station (DOWP) to Harvey Mitchell & Luther (HMLU) splice point.

#### **Additional Route Segments Added by Second Amendment (as shown on Exhibit A)**

- Four (4) fiber Strands from the Post Oak Mall Substation to the Intersection of George Bush Dr E & Holleman Dr E.
- Four (4) fiber strands from the intersection of FM2818 Harvey Mitchell Pkwy S and Luther S W to the intersection of FM 2818 Harvey Mitchell Pkwy S and F&B Road
- Four (4) fiber strands from the intersection of FM 2818 Harvey Mitchell Pkwy S and F&B Road to the nearest handhole of F&B Road and Atlas Pear Drive.

#### **Total Route Segments Established by both the Initial Agreement, First Amendment, and Second Amendment (as shown on Exhibit A)**

- Two (2) fiber strands on the main city fiber ring.
- Four (4) fiber strands on the Route Segment running from the splice point in the vicinity of Southwest Parkway and Wellborn Rd to the Dowling Road Pump Station on Dowling Road.
- Four (4) fiber strands on the Route Segment running from Dowling Road Pump Station on Dowling Road to the splice point in the vicinity of FM 2818 and Luther Street W.

- Four (4) fiber strands from City Tower (TOWR) to the end of that leg that terminates near the intersection of Harvey Rd & Copperfield Parkway.
- Four (4) fiber strands from Utility Service (USCE) to the new splice point near the intersection of Rock Prairie Rd West & Oak Creek.
- Four (4) fiber Strands from the Post Oak Mall Substation to the Intersection of George Bush Dr E & Holleman Dr E.
- Four (4) fiber strands from the intersection of FM2818 Harvey Mitchell Pkwy S and Luther S W to the intersection of FM 2818 Harvey Mitchell Pkwy S and F&B Road
- Four (4) fiber strands from the intersection of FM 2818 Harvey Mitchell Pkwy S and F&B Road to the nearest handhole of F&B Road and Atlas Pear Drive.

#### **Calculation of Initial License Payment Amount**

The USER License Payment for the USER Fibers is an imputed rate of \$500.00 per Fiber Strand Mile.

|                             |                   |
|-----------------------------|-------------------|
| Fiber Ring Distance         | 18.8 miles        |
| SWP – Dowling Rd segment    | 1.1 miles         |
| Dowling Rd - Luther segment | <u>1.68 miles</u> |
| Total miles                 | 21.58 miles       |

Two (2) fiber strands for each segment

2 fiber strands x 21.58 miles = 43.16 Fiber Strand Miles

43.16 Fiber Strand Miles x \$500.00/Fiber Strand Miles = **\$21,580.00 User License Payment Amount**

#### **Calculation of First Amendment License Payment Amount**

The USER License Payment for the USER Fibers is an imputed rate of \$500.00 per Fiber Strand Mile. This amount is prorated for the remainder of the lease at \$412.50 per Fiber Strand Mile (99 of 120 months remaining).

|                                      |                   |
|--------------------------------------|-------------------|
| City TOWR to Harvey/Copperfield      | 3.34 miles        |
| USCE to Rock Prairie Rd West         | 3.78 miles        |
| Southwest Parkway/Wellborn to Luther | <u>1.07 miles</u> |
| Total miles                          | 8.19 miles        |

Four (4) fiber strands City TOWR to Harvey/Copperfield – 13.36 fiber strand miles  
Four (4) fiber strands USCE to Rock Prairie Rd. West – 15.12 fiber strand miles  
Two (2) fiber strands for Southwest Parkway to Luther – 2.14 fiber strand miles

30.62 Fiber Strand Miles x \$412.50/Fiber Strand Mile = **\$12,630.75 User License Payment Amount for fiber added by First Amendment.**

### **Calculation of Second Amendment License Payment Amount**

The USER License Payment for the USER Fibers is an imputed rate of \$500.00 per Fiber Strand Mile. This amount is prorated for the remainder of the lease at \$358.33 per Fiber Strand Mile (86 of 120 months remaining).

|                                                        |                   |
|--------------------------------------------------------|-------------------|
| Post Oak Mall Substation/George Bush E & Holleman Dr E | 0.87 miles        |
| 2818 & Luther St W/2818 & F&B Rd                       | 2.18 miles        |
| 2818 & F&B Rd/ F&B Rd & Atlas Dr                       | <u>0.69 miles</u> |
| Total miles                                            | 3.74 miles        |

Four (4) fiber strands Post Oak Mall Substation/George Bush E & Holleman Dr E – 3.48 fiber strand miles

Four (4) fiber strands 2818 & Luther St W/2818 & F&B Rd – 8.72 fiber strand miles

Four (4) fiber strands 2818 & F&B Rd/ F&B Rd & Atlas Dr – 2.76 fiber strand miles

Total fiber strand miles: 14.96

The lease payment is waived for 2.76 fiber strand miles  
(*USER-paid fiber installation costs; 4 strands in 2818 & F&B Rd/F&B Rd & Atlas Dr*).

USER will reimburse PROVIDER for the actual cost of materials and installation of fiber for 2818 & F&B Rd/ F&B Rd & Atlas Dr., which is currently estimated to be approximately \$23,397.86.

12.2 Fiber Strand Miles x \$358.33/Fiber Strand Mile = **\$4,371.66 User License Payment Amount for fiber added by Second Amendment.**

### **Calculation of Maintenance Amount**

Following the Effective Date for each USER Fiber on a Route Segment, USER will pay an annual maintenance fee per Fiber Mile per year. The annual maintenance will be calculated annually and is based on the personnel cost (payroll and benefits) times the estimated percent of city staff time spent conducting fiber operations and maintenance activities. This amount provides the total staff cost devoted to fiber operations and maintenance activities. This amount is then divided by the total number of fiber strand miles to determine the annual maintenance cost per fiber strand mile.

|                                                         |           |
|---------------------------------------------------------|-----------|
| City staff cost devoted to fiber activities (2017-2018) | \$116,649 |
| Total city fiber optic strand miles                     | 2,240     |

Maintenance cost per fiber optic strand mile:  $\$116,649 / 2,240 = \$52.08$  per fiber strand mile

**Annual maintenance cost (2017-2018):**  $\$52.08/\text{fiber strand mile} \times 73.78 \text{ fiber strand miles leased} = \$3,842.46$

**Prorated Maintenance cost for fiber added by Second Amendment (2017-2018):**

$14.96 \text{ fiber strand miles} \times \$52.08 \text{ per fiber strand mile} \times 2/12 \text{ (prorated maintenance)} = \mathbf{\$129.85}$

The updated Maintenance Amount calculations will be performed for 2018-2019 using the combined total amount of all PROVIDER fiber leased by USER in the Original Agreement, First Amendment, and Second Amendment as modified, which currently adds up to a total of 88.74 fiber strand miles.

**Due Date for License Payment**

The License Payment shall be paid by USER to PROVIDER as follows:

- (a) 100% of the License Payment and the first year Maintenance Amount, unless prorated for annualized Maintenance Amount payments, is due and payable upon execution of the Agreement by the Parties.



## Legislation Details (With Text)

|                       |                                                                                                                                                                                                                                                                                                                                                                                        |                      |   |                      |                                   |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|----------------------|-----------------------------------|
| <b>File #:</b>        | 18-0447                                                                                                                                                                                                                                                                                                                                                                                | <b>Version:</b>      | 1 | <b>Name:</b>         | Type D Hot Mix Asphaltic Concrete |
| <b>Type:</b>          | Bid Award                                                                                                                                                                                                                                                                                                                                                                              | <b>Status:</b>       |   | <b>Status:</b>       | Consent Agenda                    |
| <b>File created:</b>  | 6/29/2018                                                                                                                                                                                                                                                                                                                                                                              | <b>In control:</b>   |   | <b>In control:</b>   | City Council Regular              |
| <b>On agenda:</b>     | 7/26/2018                                                                                                                                                                                                                                                                                                                                                                              | <b>Final action:</b> |   | <b>Final action:</b> |                                   |
| <b>Title:</b>         | Presentation, possible action, and discussion on the approval of an annual price agreement for the purchase of Type D Hot Mix Asphalt to be picked up by City Crews or to be delivered to the job site as requested for the maintenance of streets to Knife River Corp for \$1,435,500 and BPI Materials LLC for \$438,000. The total annual not to exceed expenditure is \$1,873,500. |                      |   |                      |                                   |
| <b>Sponsors:</b>      | Donald Harmon                                                                                                                                                                                                                                                                                                                                                                          |                      |   |                      |                                   |
| <b>Indexes:</b>       |                                                                                                                                                                                                                                                                                                                                                                                        |                      |   |                      |                                   |
| <b>Code sections:</b> |                                                                                                                                                                                                                                                                                                                                                                                        |                      |   |                      |                                   |
| <b>Attachments:</b>   | <a href="#">Tabulation</a>                                                                                                                                                                                                                                                                                                                                                             |                      |   |                      |                                   |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
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Presentation, possible action, and discussion on the approval of an annual price agreement for the purchase of Type D Hot Mix Asphalt to be picked up by City Crews or to be delivered to the job site as requested for the maintenance of streets to Knife River Corp for \$1,435,500 and BPI Materials LLC for \$438,000. The total annual not to exceed expenditure is \$1,873,500.

### Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: On July 3, 2018, in response to bid #18-092, the City received three competitive sealed bids for the purchase of Type D Hot Mix Asphalt to be picked up by City Crews or delivered to specific job sites. The City requested quotes for semi-annual and annual estimates, and has decided to award based on the annual pricing. Knife River was the lowest responsible bidder and is being recommended for a primary award of an estimated 15,000 tons at \$54.70 per ton to be picked up by city crews and an estimated 10,000 tons at \$61.50 per ton to be delivered to the job site for a total not to exceed amount of \$1,435,500. Any after hours, or emergency start-up costs will be paid from this not to exceed amount. This price agreement is for one (1) year and will have two (2) additional one (1) year renewal terms.

BPI Materials LLC is being recommended for a secondary award of an annual price agreement of 4,000 tons at \$60.00 per ton to be picked up by city crews and an estimated 3,000 tons at \$66.00 per ton to be delivered to the job site for a total not to exceed amount of \$438,000. This award will provide an alternate source of Type D Hot Mix when Knife River cannot supply the City's asphalt due to plant downtime. Any after hours, or emergency start-up costs will be paid from this not to exceed amount. This price agreement is for one (1) year and will have two (2) additional one (1) year renewal

terms.

This price agreement will support the maintenance operations in the Street Maintenance Division. HMAC Type D is the primary material used in the repair of asphalt pavement streets.

Budget & Financial Summary: Funds are budgeted and available in the Roadway Maintenance Fund.

Attachments:

1. Bid Tabulation



**City of College Station - Purchasing Division**  
**Bid Tabulation for #18-092**  
**"Purchase of Type "D" Hot Mix"**  
**Open Date: Tuesday, July 3, 2018 @ 2:00 PM**

|                                                            |                                                                                   |                                           |                    |     | Knife River Corp |              | BPI Materials LLC |              | Century Asphalt Ltd. |              |
|------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------|--------------------|-----|------------------|--------------|-------------------|--------------|----------------------|--------------|
| Item                                                       | Description                                                                       | FOB Method                                | Estimated Quantity | UOM | Unit Price       | Total Price  | Unit Price        | Total Price  | Unit Price           | Total Price  |
| Semi - Annual Estimates                                    |                                                                                   |                                           |                    |     |                  |              |                   |              |                      |              |
| 1                                                          | Asphalt, Hot-Mix, Type D, in accordance with TSDHPT 1993 Standard Specs Item #340 | To be picked up by City Crews             | 9,000              | ton | \$54.70          | \$492,300.00 | \$58.00           | \$522,000.00 | \$61.25              | \$551,250.00 |
|                                                            |                                                                                   | To be Delivered to job site as requested. | 6,000              | ton | \$61.50          | \$369,000.00 | \$64.00           | \$384,000.00 | \$70.25              | \$421,500.00 |
| Item 1 Total                                               |                                                                                   |                                           |                    |     | \$861,300.00     |              | \$906,000.00      |              | \$972,750.00         |              |
| Annual Estimates                                           |                                                                                   |                                           |                    |     |                  |              |                   |              |                      |              |
| 2                                                          | Asphalt, Hot-Mix, Type D, in accordance with TSDHPT 1993 Standard Specs Item #340 | To be picked up by City Crews             | 15,000             | ton | \$54.70          | \$820,500.00 | \$60.00           | \$900,000.00 | \$61.25              | \$918,750.00 |
|                                                            |                                                                                   | To be Delivered to job site as requested. | 10,000             | ton | \$61.50          | \$615,000.00 | \$66.00           | \$660,000.00 | \$70.25              | \$702,500.00 |
| Item 2 Total                                               |                                                                                   |                                           |                    |     | \$1,435,500.00   |              | \$1,560,000.00    |              | \$1,621,250.00       |              |
| Emergency Requests                                         |                                                                                   |                                           |                    |     |                  |              |                   |              |                      |              |
| 3                                                          | Asphalt, Hot-Mix, Type D, in accordance with TSDHPT 1993 Standard Specs Item #340 | To be picked up by City Crews             | Per Occurrence     |     | \$1,000.00       | \$1,000.00   | \$1,500.00        | \$1,500.00   | \$750 (+ mix cost)   | \$750.00     |
|                                                            |                                                                                   | To be Delivered to job site as requested. | Per Occurrence     |     | \$1,200.00       | \$1,200.00   | \$1,500.00        | \$1,500.00   | \$750(+ mix cost)    | \$750.00     |
| Item 3 Total                                               |                                                                                   |                                           |                    |     | \$2,200.00       |              | \$3,000.00        |              | \$1,500.00           |              |
| FOB Pick Up - Number of mile from plant to College Station |                                                                                   |                                           |                    |     | 5.4              |              | 5.6               |              | 23                   |              |
| Bid Certification                                          |                                                                                   |                                           |                    |     | Y                |              | Y                 |              | Y                    |              |



## Legislation Details (With Text)

|                       |                                                                                                                                                                                                                               |                      |   |                      |                                                       |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|----------------------|-------------------------------------------------------|
| <b>File #:</b>        | 18-0454                                                                                                                                                                                                                       | <b>Version:</b>      | 1 | <b>Name:</b>         | Installation of Four VFDs at Sandy Point Pump Station |
| <b>Type:</b>          | Bid Award                                                                                                                                                                                                                     | <b>Status:</b>       |   | <b>Status:</b>       | Consent Agenda                                        |
| <b>File created:</b>  | 7/3/2018                                                                                                                                                                                                                      | <b>In control:</b>   |   | <b>In control:</b>   | City Council Regular                                  |
| <b>On agenda:</b>     | 7/26/2018                                                                                                                                                                                                                     | <b>Final action:</b> |   | <b>Final action:</b> |                                                       |
| <b>Title:</b>         | Presentation, possible action, and discussion concerning award of Construction Contract 18300286 with CF McDonald Electric, Inc. in the amount of \$209,656 to install previously purchased VFDs at Sandy Point Pump Station. |                      |   |                      |                                                       |
| <b>Sponsors:</b>      | Alan Gibbs                                                                                                                                                                                                                    |                      |   |                      |                                                       |
| <b>Indexes:</b>       |                                                                                                                                                                                                                               |                      |   |                      |                                                       |
| <b>Code sections:</b> |                                                                                                                                                                                                                               |                      |   |                      |                                                       |
| <b>Attachments:</b>   |                                                                                                                                                                                                                               |                      |   |                      |                                                       |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
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Presentation, possible action, and discussion concerning award of Construction Contract 18300286 with CF McDonald Electric, Inc. in the amount of \$209,656 to install previously purchased VFDs at Sandy Point Pump Station.

- Core Services and Infrastructure

### Recommendation(s):

Staff recommends approval of this contract.

### Summary:

The Water Services Department has previously purchased four Variable Frequency Drives (VFDs) from The Reynolds Company to control the motors driving the transfer pumps at Sandy Point Pump Station for \$384,813.00. VFDs control large electric motors to start slowly and operate at a variety of speeds, which enables the motors to run more efficiently, last longer, and gives water operators additional flexibility to adjust the amount of water being pumped by each motor.

This construction contract would install the VFDs at Sandy Point Pump Station which includes electrical connection and control wiring associated with the installation at a cost of \$209,656.00. This contract would provide bonding for the installation cost as well as the original cost of the VFDs for a total coverage of \$594,469.00. Similarly, once installed, the total cost of the four VFDs including installation will be \$594,469.00.

The bid advertisement resulted in three returned bids with CF McDonald being determined to be the

lowest responsible bidder. Staff recommends award of this construction contract for this installation.

Budget & Financial Summary:

Funds for this project are available in the Water Capital Improvement budget.

Attachments:

Contract on file in the City Secretary's Office



## Legislation Details (With Text)

|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                      |   |                      |                          |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|----------------------|--------------------------|
| <b>File #:</b>        | 18-0471                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Version:</b>      | 1 | <b>Name:</b>         | Ord Amend 38-1014 Boyett |
| <b>Type:</b>          | Ordinance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Status:</b>       |   | <b>Status:</b>       | Consent Agenda           |
| <b>File created:</b>  | 7/9/2018                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>In control:</b>   |   | <b>In control:</b>   | City Council Regular     |
| <b>On agenda:</b>     | 7/26/2018                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Final action:</b> |   | <b>Final action:</b> |                          |
| <b>Title:</b>         | Presentation, possible action, and discussion on an ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at Anytime," at the West side of Boyett Street beginning 60 feet north of the intersection of University Drive and ending 130 feet north of University Drive, of the Code of Ordinances by providing a severability clause; declaring a penalty; and providing an effective date. |                      |   |                      |                          |
| <b>Sponsors:</b>      | Debbie Eller                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                      |   |                      |                          |
| <b>Indexes:</b>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                      |   |                      |                          |
| <b>Code sections:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                      |   |                      |                          |
| <b>Attachments:</b>   | <a href="#">Ordinance Amendment 38-1014</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                      |   |                      |                          |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
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Presentation, possible action, and discussion on an ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at Anytime," at the West side of Boyett Street beginning 60 feet north of the intersection of University Drive and ending 130 feet north of University Drive, of the Code of Ordinances by providing a severability clause; declaring a penalty; and providing an effective date.

### Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

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

Summary: At the May 24, 2018 City Council meeting, College Station Police and Community Services staff presented a plan to close Boyett Street on Thursday, Friday and Saturday nights from 9:00 p.m. to 3:00 a.m. to assist with improving pedestrian safety. In order to allow for this closure, the parking will need to be temporarily removed on the nights that the pedestrian safety measures are put into place. This plan was presented to Northgate stakeholders at meeting in March with no opposition. This ordinance amendment will remove parking during the hours of 9:00 p.m. and 3:00 a.m.

Budget & Financial Summary: N/A

Attachments: Ordinance Amendment 38-1014



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE VI “TRAFFIC SCHEDULES,” SECTION 38-1014 “TRAFFIC SCHEDULE XIV, NO PARKING HERE TO CORNER AND NO PARKING AT ANY TIME,” AT BOYETT BEGINNING 60 FEET NORTH OF THE INTERSECTION OF UNIVERSITY DRIVE AND ENDING 130 FEET NORTH OF UNIVERSITY DRIVE OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

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

- PART 1:** That Chapter 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1014 “Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time,” 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 upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar (\$1.00) and not more than two thousand dollars (\$2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00). 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 38-1014 “Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time,” is hereby amended to read as follows:

**Travelling on:** Boyett Street.

**Between:** The west side of Boyett Street beginning 60 feet north of the intersection with University Drive and ending 130 feet north of University Drive.

Only commercial motor vehicles may stop and stand with an unattended vehicle for active loading or unloading, on the west side of Boyett Street beginning 60 feet north of the intersection with University Drive and ending 130 feet north of University Drive during the hours from 2:00 p.m. to 5:00 p.m.

All other vehicles except commercial vehicles are prohibited from stopping, standing, and parking in this area from 2:00 p.m. to 5:00 p.m.

All vehicles are prohibited from stopping, standing, and parking in this area from 9:00 p.m. – 3:00 a.m.

Any other time all vehicles may park for free within the designated parking stalls for a maximum of 2 hours.



## Legislation Details (With Text)

|                       |                                                                                                                                                                                                                                                                                                                                                                                      |                      |   |                      |                                          |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|----------------------|------------------------------------------|
| <b>File #:</b>        | 18-0472                                                                                                                                                                                                                                                                                                                                                                              | <b>Version:</b>      | 1 | <b>Name:</b>         | Ord Amend Sec 38-104 Passenger Load Zone |
| <b>Type:</b>          | Ordinance                                                                                                                                                                                                                                                                                                                                                                            | <b>Status:</b>       |   | <b>Status:</b>       | Consent Agenda                           |
| <b>File created:</b>  | 7/9/2018                                                                                                                                                                                                                                                                                                                                                                             | <b>In control:</b>   |   | <b>In control:</b>   | City Council Regular                     |
| <b>On agenda:</b>     | 7/26/2018                                                                                                                                                                                                                                                                                                                                                                            | <b>Final action:</b> |   | <b>Final action:</b> |                                          |
| <b>Title:</b>         | Presentation, possible action, and discussion on an ordinance amending Chapter 38, "Traffic and Vehicles," Article II, "Stopping, Standing and Parking," Division 3 "Northgate Area," Section 38-104, of the Code of Ordinances by amending certain sections relating to parking regulations; providing a severability clause, declaring a penalty; and providing an effective date. |                      |   |                      |                                          |
| <b>Sponsors:</b>      | Debbie Eller                                                                                                                                                                                                                                                                                                                                                                         |                      |   |                      |                                          |
| <b>Indexes:</b>       |                                                                                                                                                                                                                                                                                                                                                                                      |                      |   |                      |                                          |
| <b>Code sections:</b> |                                                                                                                                                                                                                                                                                                                                                                                      |                      |   |                      |                                          |
| <b>Attachments:</b>   | <a href="#">CH 38 - Passenger Pick-up</a>                                                                                                                                                                                                                                                                                                                                            |                      |   |                      |                                          |

| Date | Ver. | Action By | Action | Result |
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Presentation, possible action, and discussion on an ordinance amending Chapter 38, "Traffic and Vehicles," Article II, "Stopping, Standing and Parking," Division 3 "Northgate Area," Section 38-104, of the Code of Ordinances by amending certain sections relating to parking regulations; providing a severability clause, declaring a penalty; and providing an effective date.

### Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

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

Summary: At the May 24, 2018 City Council meeting, College Station Police and Community Services staff presented a plan to create a passenger pick-up zone in the surface parking lot in Northgate. This will create a safe place for Rideshare drives, taxi drivers and CARPOOL to pick-up and drop-off passengers in Northgate. The creation of a passenger pick-up zone will also assist with improving pedestrian safety in the Northgate District by eliminating the current practice of dropping-off and picking-up passengers in unsafe areas and will address the traffic and pedestrian congestion currently experienced on Boyett. This ordinance amendment will remove parking from 24 spaces in the southern row of parking from 9:00 p.m. and 3:00 a.m. There is currently sufficient capacity in the Northgate Parking garage for vehicles to park there instead of on the surface parking lot.

This plan was presented to Northgate stakeholders at meetings in March.

Budget & Financial Summary: N/A

Attachments: Ordinance Amendment Section 38-104



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE II, “STOPPING, STANDING AND PARKING,” DIVISION 3 “NORTHGATE AREA,” SECTION 38-104, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO PARKING REGULATIONS; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

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

- PART 1:** That Chapter 38, “Traffic and Vehicles,” Article II, “Stopping, Standing and Parking,” Division 3 “Northgate Area,” Section 38-104 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 II, “Stopping, Standing and Parking,” Division 3 “Northgate Area,” Section 38-104 of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding and is to read as follows:

**(e) Northgate Promenade Parking Lot Passenger Pick-up Loading Zone.**

**(1) Location.** The passenger pick-up loading zone is located at parking space numbers 108 – 132 on the south side of the Northgate Promenade Parking Lot located at 310 Church Avenue.

**(2) Passenger Pick-up Loading Zone.** Designated area at the Northgate Promenade Parking Lot for active passenger loading and unloading from 9:00 p.m. to 3:00 a.m. Motor vehicles are limited only to active passenger loading and unloading. All other motor vehicles are prohibited from stopping, standing, and parking in this area during the specified time period.

## Legislation Details (With Text)

|                       |                                                                                                                                                                                                                                                                                          |                      |   |                      |                                        |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|----------------------|----------------------------------------|
| <b>File #:</b>        | 18-0473                                                                                                                                                                                                                                                                                  | <b>Version:</b>      | 1 | <b>Name:</b>         | Junk Veh Ord Amend Sec 38-132 & 38-140 |
| <b>Type:</b>          | Ordinance                                                                                                                                                                                                                                                                                | <b>Status:</b>       |   | <b>Status:</b>       | Consent Agenda                         |
| <b>File created:</b>  | 7/10/2018                                                                                                                                                                                                                                                                                | <b>In control:</b>   |   | <b>In control:</b>   | City Council Regular                   |
| <b>On agenda:</b>     | 7/26/2018                                                                                                                                                                                                                                                                                | <b>Final action:</b> |   | <b>Final action:</b> |                                        |
| <b>Title:</b>         | Presentation, possible action, and discussion on an ordinance amending Chapter 38, "Traffic and Vehicles," Article III, "Junked Vehicles," Section 38-132 and 38-140 of the Code of Ordinances by providing a severability clause; declaring a penalty; and providing an effective date. |                      |   |                      |                                        |
| <b>Sponsors:</b>      | Debbie Eller                                                                                                                                                                                                                                                                             |                      |   |                      |                                        |
| <b>Indexes:</b>       |                                                                                                                                                                                                                                                                                          |                      |   |                      |                                        |
| <b>Code sections:</b> |                                                                                                                                                                                                                                                                                          |                      |   |                      |                                        |
| <b>Attachments:</b>   | <a href="#">Ch 38 Junk Veh Ord Amend</a>                                                                                                                                                                                                                                                 |                      |   |                      |                                        |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
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Presentation, possible action, and discussion on an ordinance amending Chapter 38, "Traffic and Vehicles," Article III, "Junked Vehicles," Section 38-132 and 38-140 of the Code of Ordinances by providing a severability clause; declaring a penalty; and providing an effective date.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Neighborhood Integrity

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

Summary: The State Legislature adopted a change to the Transportation Code in 2015 to require only a valid inspection certificate for a motor vehicle to be operable. This proposed ordinance amendment to Section 38-132 changes the definition of a junked vehicle more closely align with the Texas Transportation Code by removing the requirement of a junked vehicle to display both an expired license plate or invalid motor vehicle inspection certificate or does not display a license plate or motor vehicle inspection certificate.

Section 38-140 allows for authorized City staff to arrange for the removal of a junked vehicle when permission is given by the Owner or Occupant as long as a 10-day notice to remove and abate the nuisance has been provided. The proposed ordinance amendment to transfers the responsibility of the cost to remove a junked vehicle to the Owner instead of the City.

Budget & Financial Summary: N/A

Attachments: Ordinance Amendment Sections 38-132 and 38-140



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE III, “JUNKED VEHICLES,” SECTION 38-132 AND SECTION 38-140, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO JUNKED VEHICLES; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

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

- PART 1:** That Chapter 38, “Traffic and Vehicles,” Article III, “Junked Vehicles,” Section 38-132 of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** and that Chapter 38, “Traffic and Vehicles,” Article III, “Junked Vehicles,” Section 38-140 of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “B”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

**PASSED, ADOPTED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
**City Secretary**

\_\_\_\_\_  
**Mayor**

**APPROVED:**

\_\_\_\_\_  
**City Attorney**

**EXHIBIT A**

That Chapter 38, "Traffic and Vehicles," Article III, "Junked Vehicles," Section 38-132 of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

***Junked vehicle:***

(1) The term "junked vehicle" means any motor vehicle as defined in Texas Transportation Code ch. 683:

a. That is self-propelled; and

b. is:

1. Wrecked, dismantled, partially dismantled, or discarded; or

2. Inoperable and has remained inoperable for more than:

i. 72 consecutive hours, if the vehicle is on public property; or

ii. 30 consecutive days, if the vehicle is on private property.

(2) The term "junked vehicle" includes a motor vehicle, aircraft, or watercraft. This definition applies only to:

a. A motor vehicle that displays an expired license plate or does not display a license plate;

b. An aircraft that does not have lawfully printed on the aircraft an unexpired Federal aircraft identification number registered under Federal Aviation Administration aircraft registration regulations in 14 CFR 47; or

c. A watercraft that:

1. Does not have lawfully on board an unexpired certificate of number; and

2. Is not a watercraft described by Texas Parks and Wildlife Code § 31.055.

***Motor vehicle collector*** means a person who owns one or more antique or special interest vehicles; and acquires, collects or disposes of an antique or special interest vehicle, or part of an antique or special interest vehicle, for personal use to restore and preserve an antique or special interest vehicle for historic interest.

**EXHIBIT B**

That Chapter 38, "Traffic and Vehicles," Article III, "Junked Vehicles," Section 38-140 of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Section 38-140:

Removal with permission of owner or occupant.

Within ten days after receipt of notice to remove and abate the nuisance, as herein provided, the owner or occupant may give written permission to the Chief of Police or duly authorized agent for removal of the junked motor vehicle, or parts thereof, from the premises. The giving of such permission shall be considered compliance with the provisions of this section. Cost of removal will be borne by the Owner.



## Legislation Details (With Text)

|                       |                                                                                                                                                                                                        |                      |   |              |                                                                                                         |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|--------------|---------------------------------------------------------------------------------------------------------|
| <b>File #:</b>        | 18-0476                                                                                                                                                                                                | <b>Version:</b>      | 1 | <b>Name:</b> | Change Order 3 to Capital Improvement Project Underground Distribution Bores - Contract Number 18300242 |
| <b>Type:</b>          | Change Order                                                                                                                                                                                           | <b>Status:</b>       |   |              | Consent Agenda                                                                                          |
| <b>File created:</b>  | 7/11/2018                                                                                                                                                                                              | <b>In control:</b>   |   |              | City Council Regular                                                                                    |
| <b>On agenda:</b>     | 7/26/2018                                                                                                                                                                                              | <b>Final action:</b> |   |              |                                                                                                         |
| <b>Title:</b>         | Presentation, possible action, and discussion regarding the ratification of Change Order 3 to Capital Improvement Project Underground Distribution Bores, Contract 18300242 in the amount of \$60,000. |                      |   |              |                                                                                                         |
| <b>Sponsors:</b>      | Timothy Crabb                                                                                                                                                                                          |                      |   |              |                                                                                                         |
| <b>Indexes:</b>       |                                                                                                                                                                                                        |                      |   |              |                                                                                                         |
| <b>Code sections:</b> |                                                                                                                                                                                                        |                      |   |              |                                                                                                         |
| <b>Attachments:</b>   | <a href="#">18300242 Change Order #3 Palasota Contracting FINAL_.pdf</a>                                                                                                                               |                      |   |              |                                                                                                         |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action, and discussion regarding the ratification of Change Order 3 to Capital Improvement Project Underground Distribution Bores, Contract 18300242 in the amount of \$60,000.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s):

Staff recommends the approval of Change Order 3 to Capital Improvement Project Underground Distribution Bores ,Contract Number 18300242 in the amount of \$60,000.

Summary:

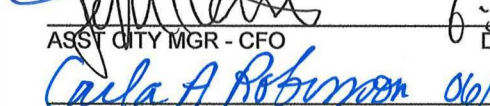
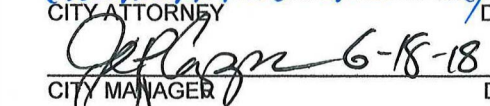
The project is designed to bore under Wellborn Road and the Union Pacific Railroad, for an additional feeder into the new Jones Crossing development. Initially CSU believed that the contractor would be able to do a horizontal directionally drilled (wet) pilot hole for the crossing, and then dry ream a larger 14" hole for the steel casing crossing the ROW. Upon further investigation, UP will not allow a wet bore of any type under the rail line. The successful bidder supplied a bid assuming a wet pilot and a dry expansion of the hole for the crossing, and has requested a change order to increase the cost of the project by \$60,000 due to the additional equipment necessary for a completely dry bore. With the Jones Crossing shopping center scheduled to open in late summer, time is of the essence to complete the project before the opening of the new HEB.

Budget & Financial Summary:

Invitation for Bids was sent out and CSU received two (2) bids. The successful bidder supplied a bid assuming a wet pilot and a dry expansion of the hole for the crossing, and has requested a change order to increase the cost of the project by \$60,000. Including the \$60,000 change order, the total cost of the project would now stand at \$179,000. This is still lower than the next lowest responsible bidder's quote of \$196,000 for this project.

**Attachments:**

Contract Number 18300242 : Change Order 3 to Capital Improvement Project Underground Distribution Bores

|                                                                                            |      |                                                                               |                                                                                                             |                            |                  |             |
|--------------------------------------------------------------------------------------------|------|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|----------------------------|------------------|-------------|
| <b>CHANGE ORDER NO. 3</b>                                                                  |      | DATE: 5/29/2018                                                               |                                                                                                             | Contract No. 18300242      |                  |             |
| P.O.# 18201886-00                                                                          |      | PROJECT: 2017/2018 Capital Improvement Project Underground Distribution Bores |                                                                                                             |                            |                  |             |
| <b>OWNER:</b>                                                                              |      |                                                                               | <b>CONTRACTOR:</b>                                                                                          |                            |                  |             |
| City of College Station<br>P.O. Box 9960<br>College Station, Texas 77842                   |      |                                                                               | Palasota Contracting, LLC<br>PO Box 5409<br>Bryan, TX 77803                                                 |                            |                  |             |
|                                                                                            |      |                                                                               | Ph: 979-229-8450<br>Fax: 979-846-3159                                                                       |                            |                  |             |
| <b>PURPOSE OF THIS CHANGE ORDER:</b>                                                       |      |                                                                               |                                                                                                             |                            |                  |             |
| A. Cover costs for total dry bore of railroad line per Union Pacific Railroad requirements |      |                                                                               |                                                                                                             |                            |                  |             |
| B.                                                                                         |      |                                                                               |                                                                                                             |                            |                  |             |
| C.                                                                                         |      |                                                                               |                                                                                                             |                            |                  |             |
| ITEM NO                                                                                    | UNIT | DESCRIPTION                                                                   | UNIT PRICE                                                                                                  | ORIGINAL QUANTITY          | REVISED QUANTITY | ADDED COST  |
| 1                                                                                          | 1    | Labor & Equipment                                                             | \$60,000.00                                                                                                 | 0                          | 1                | \$60,000.00 |
| 2                                                                                          |      |                                                                               |                                                                                                             |                            |                  |             |
| 3                                                                                          |      |                                                                               |                                                                                                             |                            |                  |             |
|                                                                                            |      |                                                                               |                                                                                                             |                            | TOTAL            | \$60,000.00 |
| THE NET AFFECT OF THIS CHANGE ORDER IS 12.3 % INCREASE/DECREASE.                           |      |                                                                               |                                                                                                             |                            |                  |             |
| LINE 1 (acct./work order number)                                                           |      |                                                                               | 60000.00                                                                                                    | EL1985101-EIDU             |                  |             |
| LINE 2 (acct./work order number)                                                           |      |                                                                               |                                                                                                             |                            |                  |             |
| LINE 3 (acct./work order number)                                                           |      |                                                                               |                                                                                                             |                            |                  |             |
| TOTAL CHANGE ORDER                                                                         |      |                                                                               | 60,000.00                                                                                                   |                            |                  |             |
| ORIGINAL CONTRACT AMOUNT                                                                   |      |                                                                               | \$486,761.00                                                                                                |                            |                  |             |
| CHANGE ORDER NO. 1 & 2                                                                     |      |                                                                               | \$18,000.00                                                                                                 | 0.036979133 % CHANGE       |                  |             |
| CHANGE ORDER NO. 3                                                                         |      |                                                                               | \$60,000.00                                                                                                 | 0.123263778 % CHANGE       |                  |             |
| REVISED CONTRACT AMOUNT                                                                    |      |                                                                               | \$564,761.00                                                                                                | 0.160242912 % TOTAL CHANGE |                  |             |
| ORIGINAL CONTRACT TIME                                                                     |      |                                                                               | 90                                                                                                          | Days                       |                  |             |
| Time Extension No. 1                                                                       |      |                                                                               | 90                                                                                                          | Days                       |                  |             |
| Revised Contract Time                                                                      |      |                                                                               | 180                                                                                                         | Days                       |                  |             |
| SUBSTANTIAL COMPLETION DATE                                                                |      |                                                                               |                                                                                                             |                            |                  |             |
| REVISED SUBSTANTIAL COMPLETION DATE                                                        |      |                                                                               |                                                                                                             |                            |                  |             |
| APPROVED                                                                                   |      |                                                                               |                                                                                                             |                            |                  |             |
| A/E CONTRACTOR                                                                             |      | Date                                                                          | <br>DEPARTMENT DIRECTOR |                            |                  |             |
| CONSTRUCTION CONTRACTOR                                                                    |      | Date                                                                          | <br>ASST CITY MGR - CFO |                            |                  |             |
| PROJECT MANAGER                                                                            |      | Date                                                                          | <br>CITY ATTORNEY       |                            |                  |             |
| CITY ENGINEER                                                                              |      | Date                                                                          | <br>CITY MANAGER        |                            |                  |             |

# Palasota Contracting, LLC

PO Box 5409  
Bryan, Texas 77805  
(979) 229-8450  
rj@palasota.net

May 25, 2018

## Change Order #3

RE: Wellborn Rd and UP Railroad Bore

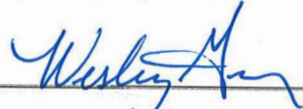
|               |                    |
|---------------|--------------------|
| • Dry Bore    | \$60,000.00        |
| <b>Total:</b> | <b>\$60,000.00</b> |

Palasota Contracting, LLC



Date 5.25.18

City of College Station



Date: 5/30/2018



## Legislation Details (With Text)

|                       |                                                                                                                                                                                                                                                                                     |                      |   |                      |                                |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|----------------------|--------------------------------|
| <b>File #:</b>        | 18-0441                                                                                                                                                                                                                                                                             | <b>Version:</b>      | 1 | <b>Name:</b>         | CCWWTP Centrifuge Improvements |
| <b>Type:</b>          | Contract                                                                                                                                                                                                                                                                            | <b>Status:</b>       |   | <b>Status:</b>       | Consent Agenda                 |
| <b>File created:</b>  | 6/29/2018                                                                                                                                                                                                                                                                           | <b>In control:</b>   |   | <b>In control:</b>   | City Council Regular           |
| <b>On agenda:</b>     | 7/26/2018                                                                                                                                                                                                                                                                           | <b>Final action:</b> |   | <b>Final action:</b> |                                |
| <b>Title:</b>         | Presentation, possible action, and discussion on a professional services contract 18300532 with Jones and Carter, Inc. in the amount of \$608,000, for the design and construction phase services for the Carters Creek Wastewater Treatment Plant Centrifuge Improvements Project. |                      |   |                      |                                |
| <b>Sponsors:</b>      | Donald Harmon                                                                                                                                                                                                                                                                       |                      |   |                      |                                |
| <b>Indexes:</b>       |                                                                                                                                                                                                                                                                                     |                      |   |                      |                                |
| <b>Code sections:</b> |                                                                                                                                                                                                                                                                                     |                      |   |                      |                                |
| <b>Attachments:</b>   | <a href="#">Project Location Map</a>                                                                                                                                                                                                                                                |                      |   |                      |                                |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action, and discussion on a professional services contract 18300532 with Jones and Carter, Inc. in the amount of \$608,000, for the design and construction phase services for the Carters Creek Wastewater Treatment Plant Centrifuge Improvements Project.

### Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: The intent of this project is to design a centrifuge facility and related improvements (rehabilitation of the existing ATAD Building, polymer system, truck loading garage), an evaluation of the existing sludge thickening facilities, and improvements at the south gate and portions of the plant road, at the Carters Creek Wastewater Treatment Plant (CCWWTP).

**Budget & Financial Summary:** A budget of \$2,425,000 is included for this project in the Wastewater Capital Improvement Projects Fund. A total of \$79,032 has been expended or committed to date, leaving a balance of \$2,345,968 for this contract and remaining expenditures. It is anticipated that the current project budget will not be sufficient to complete all the recommended dewatering improvements based on the Treatment Plant Major Equipment Replacement (TPMER) Preliminary Engineering Report (PER). Therefore, additional budget has been requested and included in the forecast for FY19 to accommodate the need. The revised FY19 project budget will be \$3,740,000.

### Attachments:

- 1.) Contract - On file in the City Secretary's Office
- 2.) Project Location Map





# Project Location Map

## Carters Creek WWTP

### Centrifuge Improvements

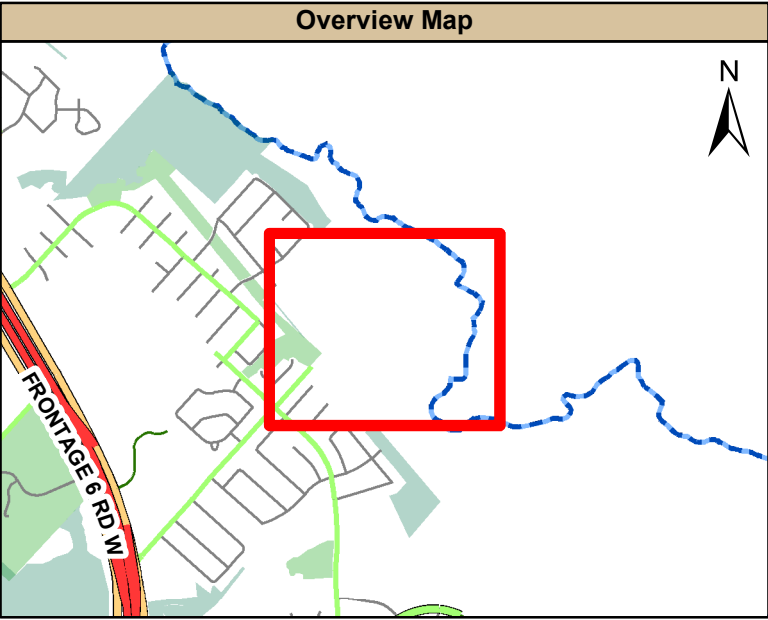
**Legend**

- Project Location

**Streets**

**Functional Classification**

- MINOR COLLECTOR
- LOCAL STREET
- Property Parcels
- Rivers



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



## Legislation Details (With Text)

|                       |                                                                                                                                                                                                                                                     |                      |   |                    |                                                  |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|--------------------|--------------------------------------------------|
| <b>File #:</b>        | 18-0443                                                                                                                                                                                                                                             | <b>Version:</b>      | 1 | <b>Name:</b>       | East Side Sewer and Lift Station Design Contract |
| <b>Type:</b>          | Contract                                                                                                                                                                                                                                            | <b>Status:</b>       |   | <b>Status:</b>     | Consent Agenda                                   |
| <b>File created:</b>  | 6/29/2018                                                                                                                                                                                                                                           | <b>In control:</b>   |   | <b>In control:</b> | City Council Regular                             |
| <b>On agenda:</b>     | 7/26/2018                                                                                                                                                                                                                                           | <b>Final action:</b> |   |                    |                                                  |
| <b>Title:</b>         | Presentation, possible action, and discussion on a professional services contract 18300182 with Jones and Carter, Inc. in the amount of \$267,000, for the design and construction phase services for the East Side Sewer and Lift Station Project. |                      |   |                    |                                                  |
| <b>Sponsors:</b>      | Donald Harmon                                                                                                                                                                                                                                       |                      |   |                    |                                                  |
| <b>Indexes:</b>       |                                                                                                                                                                                                                                                     |                      |   |                    |                                                  |
| <b>Code sections:</b> |                                                                                                                                                                                                                                                     |                      |   |                    |                                                  |
| <b>Attachments:</b>   | <a href="#">2018-01-30 Project Location Map</a>                                                                                                                                                                                                     |                      |   |                    |                                                  |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action, and discussion on a professional services contract 18300182 with Jones and Carter, Inc. in the amount of \$267,000, for the design and construction phase services for the East Side Sewer and Lift Station Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: This project will provide sewer service to the College Station service area within the City of Bryan corporate limits. The project includes construction of a lift station, force main, and gravity sewer line to serve properties along SH 30 southeast of the intersection with FM 158. Approximately 2,500 linear feet of existing sanitary sewer along SH 30 in the College Station corporate limits will also be upsized in order to convey flows to the Carters Creek Wastewater Treatment Plant.

Budget & Financial Summary: Per the Interlocal Cooperation and Joint Development Agreement, the City of College Station will manage the design and construction of the East Side Sewer Service project. The City of Bryan will reimburse the City of College Station for half of the project cost. Budget in the amount of \$1,575,000 has been included for this project in the Wastewater Capital Improvement Projects Fund. This budget reflects the total anticipated expenditures for the project, of which half will be reimbursed by the City of Bryan.

Approved by Legal Only as to Form: Yes

Attachments:

1. Contract - On file in the City Secretary's Office
2. Project Location Map



# Project Location Map

## East Side Sewer Extension and Lift Station

**Legend**

 Project Location

**Streets**

**Functional Classification**

 MAJOR ARTERIAL

 MINOR COLLECTOR

 LOCAL STREET

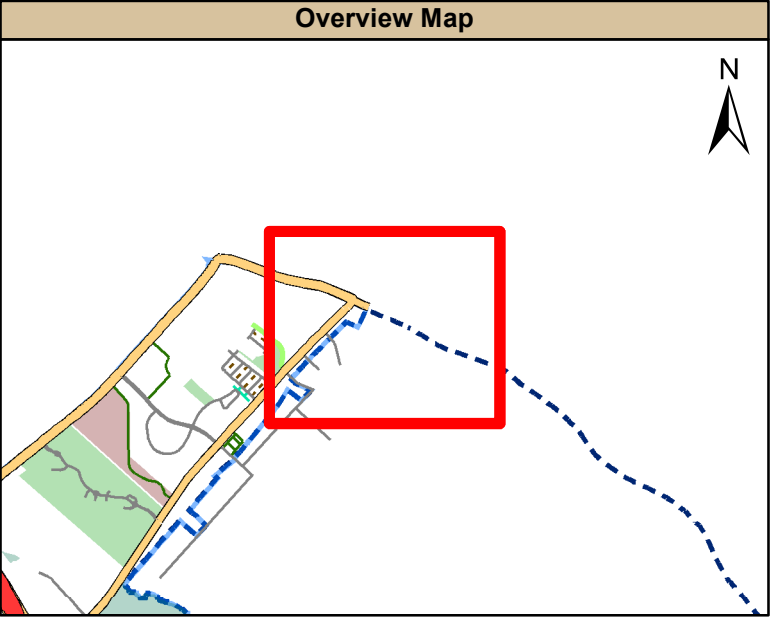
 ALLEY

 COCS Wastewater CCN

 Property Parcels

 City Limit

 ETJ



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



## Legislation Details (With Text)

|                       |                                                                                                                                                                                                            |                      |   |                      |                                |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|----------------------|--------------------------------|
| <b>File #:</b>        | 18-0446                                                                                                                                                                                                    | <b>Version:</b>      | 1 | <b>Name:</b>         | Paint and Body Repair Contract |
| <b>Type:</b>          | Contract                                                                                                                                                                                                   | <b>Status:</b>       |   | <b>Status:</b>       | Consent Agenda                 |
| <b>File created:</b>  | 6/29/2018                                                                                                                                                                                                  | <b>In control:</b>   |   | <b>In control:</b>   | City Council Regular           |
| <b>On agenda:</b>     | 7/26/2018                                                                                                                                                                                                  | <b>Final action:</b> |   | <b>Final action:</b> |                                |
| <b>Title:</b>         | Presentation, possible action and discussion regarding the approval of a contract 18300609 to Krause Paint and Body Shop for Auto Heavy Truck Paint and Body Repairs in an amount not to exceed \$120,000. |                      |   |                      |                                |
| <b>Sponsors:</b>      | Donald Harmon                                                                                                                                                                                              |                      |   |                      |                                |
| <b>Indexes:</b>       |                                                                                                                                                                                                            |                      |   |                      |                                |
| <b>Code sections:</b> |                                                                                                                                                                                                            |                      |   |                      |                                |
| <b>Attachments:</b>   | <a href="#">18-095 Tab</a>                                                                                                                                                                                 |                      |   |                      |                                |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action and discussion regarding the approval of a contract 18300609 to Krause Paint and Body Shop for Auto Heavy Truck Paint and Body Repairs in an amount not to exceed \$120,000.

### Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approving contract No. 18300609 to Krause Paint and Body Shop for Auto Heavy Truck Paint and Body Repairs in an amount not to exceed \$120,000.

Summary: On August 25, 2018 the City of College Station requested bids for Auto Heavy Truck Paint and Body Repairs. Two vendors responded to ITB 18-095. Krause Paint and Body Shop is the lowest responsible bidder. This price agreement term is for one (1) year with the option to renew for two (2) additional one (1) year terms for a total of three (3) years.

Budget & Financial Summary: Funds are budgeted and available in the Fleet Maintenance fund.

### Attachments:

1. Contract 18300609 is on file in the City Secretary's Office.
2. Bid Tabulation



**City of College Station - Purchasing Division**  
**Bid Tabulation for #18-095**  
**"Annual Contract for Auto Heavy Truck Paint Body Repairs"**  
**Open Date: Thursday, June 28, 2018 @ 2:00 p.m.**

|                                                                         |             |                              | <b>Corn's Collision Center, Inc<br/>(Hearne, Tx)</b> | <b>Krause Paint and Body Shop<br/>(Bryan, TX)</b> |
|-------------------------------------------------------------------------|-------------|------------------------------|------------------------------------------------------|---------------------------------------------------|
| <b>ITEM</b>                                                             | <b>UNIT</b> | <b>DESCRIPTION</b>           | <b>UNIT PRICE</b>                                    | <b>UNIT PRICE</b>                                 |
| <b>GROUP I - CARS &amp; LIGHT TRUCKS</b>                                |             |                              |                                                      |                                                   |
| 1.1                                                                     | Hourly Rate | Body/Fender                  | \$50.00                                              | \$50.00                                           |
| 1.2                                                                     | Hourly Rate | Frame/Alignment              | \$75.00                                              | \$50.00                                           |
| 1.3                                                                     | Hourly Rate | Painting - Labor & Materials | Breakdown:<br>50 + \$34<br>\$84.00                   | \$80.00                                           |
| 1.4                                                                     | Hourly Rate | Mechanical                   | \$80.00                                              | \$0.00                                            |
| 1.5                                                                     | Hourly Rate | Decal removal/disposal       | \$50.00                                              | \$50.00                                           |
| 1.6                                                                     | Fee         | Hazardous Waste Removal      | \$0.00                                               | \$0.00                                            |
| 1.7                                                                     | Fee         | Pre and Post Cover           | \$0.00                                               | \$0.00                                            |
| <b>GROUP I - TOTAL</b>                                                  |             |                              | <b>\$339.00</b>                                      | <b>\$230.00</b>                                   |
| <b>GROUP II - HEAVY TRUCKS</b>                                          |             |                              |                                                      |                                                   |
| 2.1                                                                     | Hourly Rate | Body/Fender                  | \$65.00                                              | \$80.00                                           |
| 2.2                                                                     | Hourly Rate | Frame/Alignment              | \$75.00                                              | \$80.00                                           |
| 2.3                                                                     | Hourly Rate | Painting - Labor & Materials | Breakdown:<br>\$65 + \$34<br>\$101.00                | \$110.00                                          |
| 2.4                                                                     | Hourly Rate | Mechanical                   | \$80.00                                              | \$0.00                                            |
| 2.5                                                                     | Hourly Rate | Decal removal/disposal       | \$50.00                                              | \$50.00                                           |
| 2.6                                                                     | Fee         | Hazardous Waste Removal      | \$0.00                                               | \$0.00                                            |
| 2.7                                                                     | Fee         | Pre and Post Cover           | \$0.00                                               | \$0.00                                            |
| <b>GROUP II - TOTAL</b>                                                 |             |                              | <b>\$371.00</b>                                      | <b>\$320.00</b>                                   |
| <b>GRAND TOTAL (GROUP I + GROUP II)</b>                                 |             |                              | <b>\$710.00</b>                                      | <b>\$550.00</b>                                   |
| <b>GRAND TOTAL INCLUDING PAYMENT DISCOUNTS<br/>(GROUP I + GROUP II)</b> |             |                              | <b>N/A</b>                                           | <b>\$544.50</b>                                   |
| <b>Certification of Bid</b>                                             |             |                              | ✓                                                    | ✓                                                 |
| <b>Completed Requirements Compliance Sheet</b>                          |             |                              | ✓                                                    | ✓                                                 |

Notes:

Corn's Collision Center bid a 1% EFT or prompt payment discount option.

Krause Paint and Body shop bid a 2% EFT discount option.



## Legislation Details (With Text)

|                       |                                                                                                                                                                       |                      |   |              |                                                                            |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|--------------|----------------------------------------------------------------------------|
| <b>File #:</b>        | 18-0449                                                                                                                                                               | <b>Version:</b>      | 1 | <b>Name:</b> | Larry J. Ringer Library Interlocal Agreement<br>Renewal with City of Bryan |
| <b>Type:</b>          | Presentation                                                                                                                                                          | <b>Status:</b>       |   |              | Consent Agenda                                                             |
| <b>File created:</b>  | 6/29/2018                                                                                                                                                             | <b>In control:</b>   |   |              | City Council Regular                                                       |
| <b>On agenda:</b>     | 7/26/2018                                                                                                                                                             | <b>Final action:</b> |   |              |                                                                            |
| <b>Title:</b>         | Presentation, possible action, and discussion regarding the renewal of the Interlocal Agreement with the City of Bryan for Management of the Larry J. Ringer Library. |                      |   |              |                                                                            |
| <b>Sponsors:</b>      | David Schmitz                                                                                                                                                         |                      |   |              |                                                                            |
| <b>Indexes:</b>       |                                                                                                                                                                       |                      |   |              |                                                                            |
| <b>Code sections:</b> |                                                                                                                                                                       |                      |   |              |                                                                            |
| <b>Attachments:</b>   | <a href="#">ILA BCS Library System 7-6-18</a>                                                                                                                         |                      |   |              |                                                                            |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action, and discussion regarding the renewal of the Interlocal Agreement with the City of Bryan for Management of the Larry J. Ringer Library.

Relationship to Strategic Goal: Neighborhood Integrity; Diverse Growing Economy

Recommendation(s): Staff recommends approval.

Summary: The Interlocal Agreement with the City of Bryan for management of the Larry J. Ringer Library expires October 1, 2018. The renewal Interlocal Agreement will extend that service for another year, with one additional year (auto renewal) for a total of two years. During this time period, the Larry J. Ringer Library will undergo expansion as one of the 2008 Bond projects. The Interlocal Agreement will be revisited once the project is complete.

Budget & Financial Summary: N/A

Attachments:

1. Interlocal Agreement (clean version)

**INTERGOVERNMENTAL CONTRACT  
BETWEEN BRYAN AND COLLEGE STATION**

This agreement is entered into by and between the City of College Station (hereinafter referred to as "COLLEGE STATION") and the City of Bryan (hereinafter referred to as "BRYAN") and shall be effective on the 1<sup>st</sup> day of October 2018.

**RECITALS**

WHEREAS, BRYAN and COLLEGE STATION are home rule municipalities as defined by the Texas Local Government Code; and

WHEREAS, home rule cities are authorized to enter into agreements with one another for the performance of any governmental service, activity or undertaking; and

WHEREAS, by voter approval of a referendum on the 25<sup>th</sup> day of March, 1995, COLLEGE STATION expanded library services and constructed its own library facility, hereinafter referred to as the Larry J. Ringer Library, within its city limits; and

WHEREAS, BRYAN has operated a community library since 1903 and has received accreditation by the Texas State Library; and

WHEREAS BRYAN has the expertise to manage a library system that is accredited by the Texas State Library; and

WHEREAS, BRYAN and COLLEGE STATION previously partnered together by mutual agreement for a combined Library System which has included libraries located in both municipalities; and

WHEREAS, BRYAN and COLLEGE STATION desire to continue such a shared program, as being in the best interests of providing a cost effective service to their shared communities.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the entities agree as follows:

**ARTICLE I. PREMISES**

- 1.01 COLLEGE STATION shall lease, own or otherwise provide premises to BRYAN suitable for use as a library. Currently these premises are located at 1818 Harvey Mitchell Pkwy. S., College Station, TX 77845 and shall sometimes herein be referred to as the Premises or the Larry J. Ringer Library. The Premises shall, at a minimum, include 15,000 square feet of heated/air conditioned floor space. Said Premises shall be located within the city limits of COLLEGE STATION as provided by the terms of this Agreement.
- 1.02 In the event that COLLEGE STATION requires the relocation or expansion of the Premises, COLLEGE STATION shall pay the cost of same.
- 1.03 Except as may be expressly set forth herein, COLLEGE STATION shall be responsible for maintenance, repairs, and expansion of the grounds and the structures on the Premises.

- 1.04 BRYAN shall be responsible for the routine janitorial service of the interior of the Larry J. Ringer Library building and any other buildings over which it has control.
- 1.05 BRYAN shall promptly notify COLLEGE STATION in the event any grounds or structural defect or flaw is discovered on the premises.

## **ARTICLE II. MANAGEMENT AND STAFFING**

- 2.01 BRYAN shall be responsible for providing College Station Library Services. COLLEGE STATION shall pay for these services as set forth in this Agreement, including Exhibits “A” and “B”, which are attached hereto and incorporated by reference herein.
- 2.02 A Library System Director shall be engaged by BRYAN whose responsibilities include overseeing the provision of College Station Library Services. All employees, contractors, agents, and volunteers engaged in providing College Station Library Services on the Premises or elsewhere shall be considered those of BRYAN, and such people shall provide services under the supervision and direction of the Library System Director.
- 2.03 Upon termination of this Agreement, BRYAN’s employees in good standing located at the Larry J. Ringer Library may elect to apply for employment with BRYAN, if positions are available. In any event, the said employees may apply for employment as library employees with COLLEGE STATION. Upon transfer of employment to COLLEGE STATION, COLLEGE STATION shall provide to its library employees the same benefits as provided to other COLLEGE STATION employees. COLLEGE STATION shall waive any waiting period for any and all benefits, unless otherwise required by law.

## **ARTICLE III. BOOKS AND OTHER MATERIALS**

- 3.01 BRYAN shall be responsible for the purchase of materials for the Larry J. Ringer Library after conferring with the COLLEGE STATION City Manager or his designee. The COLLEGE STATION Parks Director shall review and approve the Library System Director’s recommended selection of Larry J. Ringer library materials. The Library System Director may be given access to one or more College Station library funds as COLLEGE STATION may authorize to enable BRYAN to carry out its obligations hereunder.
- 3.02 All books and other materials related to providing College Station Library Services, including but not restricted to DVDs, audio books and periodicals and any other physical and electronic assets purchased with the Larry J. Ringer Library budgeted funds shall belong to and remain the property of COLLEGE STATION. BRYAN shall account for all materials that are the property of COLLEGE STATION. For purposes of this Agreement, “materials” means books and other materials recited above as well as any and all online subscriptions and electronically available data bases, the Internet, intranet and similar services made available to patrons of the Larry J. Ringer Library.
- 3.03 BRYAN shall exercise the same degree of care in the keeping, preservation, and maintenance of materials and other physical assets on the Premises as it exercises in the keeping, maintenance, and preservation of its own public library property.

- 3.04 BRYAN shall ensure that The Larry J. Ringer Library will maintain a materials collection that is typical for a library of its size serving a family and college-oriented community like COLLEGE STATION for use by the general public.

#### **ARTICLE IV. PROGRAMS AND OTHER SERVICES**

- 4.01 BRYAN agrees to provide College Station Library Services as set forth in this Agreement. This includes providing, managing and paying personnel necessary to operate the Larry J. Ringer Library; maintaining regular hours of business; purchasing materials and electronic subscriptions or rights of access to various data bases for the library, managing the borrowing or accessing of materials; tracking when materials are accessed, checked out, returned, paid for, fines paid and revenue received; operational budgeting; paying invoices associated with library activity; maintaining software related to the provision of library functions; and any and all other library services typical to the overall functioning of the Premises as a public library unless expressly provided for otherwise pursuant to the terms of this Agreement. The term College Station Library Services shall also include a portion of the salaries and benefits for the Library System Director as well as a pro rata share of indirect costs as set forth in Exhibit "B" attached hereto and incorporated herein by reference.
- 4.02 BRYAN operates one or more libraries outside of the city limits of COLLEGE STATION. Collectively the libraries operated by BRYAN on the Premises and elsewhere throughout the community at large shall be referred to as the Bryan + College Station Library System (the "System"). This includes operation of the Twin City Inter-Library Loan Program under the direction of Library System Director. The Twin City Inter-Library Loan Program is the van delivery service that transfers library materials between the Larry J. Ringer Library and other libraries within the System. This loan program is included in the College Station Library Services to be provided by BRYAN to the Premises and the program costs are shared equally (50/50) among the parties. Program costs shall include vehicle replacement, maintenance, fuel, and staff time and will be reconciled at the end of each fiscal year, as provided in paragraph 7.02 and Exhibit "A". All City of Bryan employees who drive vehicles for the Twin City Inter-Library Loan Program shall be in compliance with the City of Bryan's driver safety program as outlined in the City of Bryan Employee Handbook.
- 4.03 College Station Library Services to be performed by BRYAN include the housing, operation, upgrade and maintenance of the main computer system used by the Bryan + College Station Library System to check in and out items, track book collections, and other collections, etc. BRYAN will perform system back-ups, generate overdue notices and other reports as necessary. Significant upgrades and replacement of the main computer system and any other shared information technology may occur only with mutual agreement of both Cities.
- 4.04 Except as provided above, COLLEGE STATION shall maintain all hardware and software for the work stations that are in use at the Larry J. Ringer Library; and, notwithstanding any provision in this Agreement to the contrary, those workstations and the hardware and software related thereto remain the property of COLLEGE STATION.
- 4.05 BRYAN and COLLEGE STATION agree to maintain a secure network tunnel related to the Premises use as a public library and provision of College Station Library Services between the two entities for the purpose of maintaining interoperability and carrying out the obligations of each party as set forth in this Agreement.

## **ARTICLE V. HOURS OF OPERATION**

- 5.01 The Bryan + College Station Public Library System shall maintain operating hours as the parties shall mutually agree upon on an annual basis, subject to annual budget appropriations.

## **ARTICLE VI. INSURANCE AND LIABILITY**

- 6.01 COLLEGE STATION shall maintain insurance on the Premises for the Larry J. Ringer Library, including the structures, as well as insurance for personal injury or property damage as it requires for other municipal property. COLLEGE STATION will maintain liability insurance on all vehicles owned by it used to fulfill its obligations hereunder, including property damage and bodily injury.
- 6.02 BRYAN shall maintain workers compensation coverage for its employees on the Premises and shall carry such other liability insurance coverage for its employees, contractors, volunteers and agents engaged in providing services pursuant to this Agreement as it would for its other libraries within the System.
- 6.03 Hold Harmless. The parties agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the terms of this Agreement, as permitted by law.
- 6.04 The insurance benefits provided by BRYAN to the employees retained under the terms of this Agreement shall be the same as provided to all other BRYAN employees.
- 6.05 BRYAN shall, to the extent permitted by law, indemnify, and hold COLLEGE STATION harmless from any liability incurred from the hiring, employment or termination of any employee under this Agreement, and its use of any contractor, agent or volunteer in providing College Station Library Services.

## **ARTICLE VII. FINANCIAL**

- 7.01 COLLEGE STATION and BRYAN agree to abide by and share in the development and implementation of a budget for the Premises as set forth herein. The budget shall include at a minimum the cost of College Station Library Services to be performed by BRYAN, the cost of janitorial services, the cost of maintaining and purchasing library materials, building and premises maintenance and operation, and any and all other miscellaneous costs as may be required or desired by COLLEGE STATION related to the upkeep and improvement of the Premises. Said costs shall collectively be referred to as the College Station Library Costs. COLLEGE STATION is responsible for paying the College Station Library Costs as set forth herein.
- 7.02 By May 31st of each year, BRYAN shall submit to COLLEGE STATION its projected costs in providing College Station Library Services and janitorial services. The projected costs in providing such services shall be provided by BRYAN to COLLEGE STATION in such reasonable detail as COLLEGE STATION may require. COLLEGE STATION shall prepare a complete budget for the College Station Library Costs which shall include the projected costs of College Station Library Services and janitorial services to be provided by BRYAN. Such budget shall be a part of the COLLEGE STATION general budget and shall include all costs necessary

to operate the Premises in a professional manner, including those expenditures associated with operating the library.

- 7.03 Both parties agree that the proposed budget for College Station Library Services shall be duly approved by the governing body for each. Both parties will advise the other as to the approved annual budget as promptly as possible. It is understood by the parties that the approval of the budget is a legislative function.
- 7.04 Total Bryan + College Station Library System revenues will be allocated to each City respectively based upon the ratio of the present number of each City's materials to the total number of materials in the Bryan + College Station Library System. Restricted gift revenue, endowments and other financial resources not generated as revenue from the provision of library services will be excluded from this calculation. At the end of each budget cycle actual expenditures shall be offset by credits pursuant to the formula as set forth in Exhibit "A."
- 7.05 At the time the proposed costs for College Station Library Services and janitorial services is submitted by BRYAN as described in this article, the BRYAN City Manager or his representative shall include a cover letter indicating what amounts, if any, remain unspent or unencumbered or how much is still owed for which there is an insufficient budgeted amount from the College Station Library Services and janitorial services line items that were adopted as part of the budget for the College Station Library Costs for the most recently closed fiscal year. Said funds shall be applied as an adjustment to or against the next fiscal year's College Station Library Services, as the case may be.
- 7.06 In the event this Agreement is terminated, all unspent or unencumbered funds and all remaining revenue allocations shall be promptly remitted to COLLEGE STATION.
- 7.07 The computation of the actual amount to be paid by COLLEGE STATION to BRYAN each fiscal year shall be as described in Exhibit "A".
- 7.08 No budgetary transfer of funds involving capital accounts shall be made without the approval of the COLLEGE STATION City Manager or his representative.

#### **ARTICLE VIII. MANNER OF PAYMENT**

- 8.01 COLLEGE STATION agrees to pay BRYAN as set forth herein. COLLEGE STATION shall pay BRYAN the amount it owes for the current fiscal year pursuant to the terms of this Agreement, including Exhibits "A" and "B" for services to be performed by BRYAN in twelve (12) equal monthly installments due on the first day of each month.
- 8.02 In addition to the consideration paid herein, COLLEGE STATION shall make available to BRYAN a monetary amount to be determined annually by COLLEGE STATION through the budget appropriation process in consultation with the Library System Director, to be used by BRYAN for the purchase of Larry J. Ringer Library materials.

#### **ARTICLE IX. REPORTING AND ACCOUNTING**

- 9.01 Within twenty (20) calendar days of the end of the previous month, BRYAN shall send to the COLLEGE STATION City Manager or his representative a monthly expense budget report and account activity report.

- 9.02 BRYAN shall promptly submit all invoices relating to expenditures from any COLLEGE STATION purchase orders provided by COLLEGE STATION to BRYAN for the purchase of library materials.
- 9.03 Promptly after the close of the BRYAN fiscal year, BRYAN shall furnish to COLLEGE STATION, in such reasonable detail as COLLEGE STATION may require, an accounting of the expenditures made and revenues generated hereunder as well as any credits remaining.
- 9.04 The COLLEGE STATION City Manager or his representative shall conduct an annual review of the Larry J. Ringer Library with the Library System Director in February of each year this Agreement is in effect. The annual review shall include, but is not limited to, library performance measures, library goals, library operation changes, and renewal of this Agreement. Performance measures will be reported quarterly to the COLLEGE STATION City Manager or his representative.

#### **ARTICLE X. ADVISORY BOARD**

- 10.01 A Bryan + College Station Library System Advisory Board was established January 1, 1998. The Advisory Board is comprised of eight (8) members serving two year terms with each respective City appointing four (4) members. To provide for continuity within the Advisory Board, the term of two (2) Board members appointed by each City shall expire annually.
- 10.02 The duties of the Bryan + College Station Library System Advisory Board will be to encourage the development of the Bryan + College Station Library System; recommend to the City Councils of the parties policies and programs for the advancement of the Bryan + College Station Library System; cooperate with all other public and private groups in advancing the best interest of the Bryan + College Station Library System; and render to the City Councils all recommendations it considers advisable regarding the Bryan + College Station Library System.
- 10.03 Any questions regarding permissible COLLEGE STATION facility or property use by third parties which is unrelated to library usage will be directed to the COLLEGE STATION Legal Department.

#### **ARTICLE XI. TERM**

- 11.01 The term of this Amended Agreement shall be for one (1) year, shall automatically renew annually for up to one (1) additional year term, and shall be effective from October 1<sup>st</sup> of each year until September 30<sup>th</sup> of the following year (annual fiscal year). The Amended Agreement will expire October 1, 2020 <sup>unless</sup> otherwise renewed. The obligations of the parties to this Agreement are subject to the annual budget appropriation for each City.
- 11.02 Either party may terminate this Agreement by written notice sent not less than six (6) months prior to the annual expiration date.
- 11.03 This Agreement is the entire Agreement of the parties and may be changed or amended only by written agreement of both parties.
- 11.04 In the event of termination of this Agreement, COLLEGE STATION and BRYAN shall return to the other entity any of the other's personalty, and BRYAN shall reimburse COLLEGE STATION

Its pro rata share of any prepaid subscriptions or services. Notwithstanding the foregoing, all library materials purchased for the Premises pursuant to this Agreement shall be the property of COLLEGE STATION.

*(The remainder of this page intentionally left blank.)*

**CITY OF COLLEGE STATION**

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Ellen Leonard, Chief Financial Officer

\_\_\_\_\_  
Date

**CITY OF BRYAN**

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

### **Exhibit “A”**

Payment Formula:  $P = CB + I + BV - R - IL$

P = Total amount COLLEGE STATION will pay BRYAN in upcoming fiscal year.

CB = Current fiscal year COLLEGE STATION Library Services and janitorial services for Larry J. Ringer Library to be provided for by BRYAN.

I = Estimated BRYAN Indirect Costs for Larry J. Ringer Library in upcoming fiscal year as calculated per Exhibit “B”.

BV = Prior fiscal year COLLEGE STATION Library Services variance for Larry J. Ringer Library.

R = Prior year Larry J. Ringer Library revenue.

IL = Payment due from BRYAN to COLLEGE STATION for 50% of costs associated with the O&M costs for Twin City Inter-Library Loan Program.

## **Exhibit “B”**

### **INDIRECT COSTS**

1. Executive Services
2. Communications & Marketing
3. Internal Audit
4. Finance
5. Budget
6. Purchasing
7. Information Technology
8. Human Resources

\*COLLEGE STATION’s share of the above indirect costs are based on a study conducted regularly from an independent firm.



## Legislation Details (With Text)

|                       |                                                                                                                                                                                                                                                                                                                                                                                         |                      |   |                      |                                  |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|----------------------|----------------------------------|
| <b>File #:</b>        | 18-0462                                                                                                                                                                                                                                                                                                                                                                                 | <b>Version:</b>      | 1 | <b>Name:</b>         | Various Electric Inventory Items |
| <b>Type:</b>          | Presentation                                                                                                                                                                                                                                                                                                                                                                            | <b>Status:</b>       |   | <b>Status:</b>       | Consent Agenda                   |
| <b>File created:</b>  | 7/6/2018                                                                                                                                                                                                                                                                                                                                                                                | <b>In control:</b>   |   | <b>In control:</b>   | City Council Regular             |
| <b>On agenda:</b>     | 7/26/2018                                                                                                                                                                                                                                                                                                                                                                               | <b>Final action:</b> |   | <b>Final action:</b> |                                  |
| <b>Title:</b>         | Presentation, possible action, and discussion on a bid award for annual blanket purchase agreements for various electrical items to be stored in inventory as follows: KBS Electrical Dist.: \$100,044.30, Wesco Dist.: \$26,973.00, Texas Electric Cooperatives: \$119,737.50, Techline, Inc.: \$509,373.50, Anixter: \$37,799.00. Total estimated annual expenditure is \$793,927.30. |                      |   |                      |                                  |
| <b>Sponsors:</b>      | Mary Ellen Leonard                                                                                                                                                                                                                                                                                                                                                                      |                      |   |                      |                                  |
| <b>Indexes:</b>       |                                                                                                                                                                                                                                                                                                                                                                                         |                      |   |                      |                                  |
| <b>Code sections:</b> |                                                                                                                                                                                                                                                                                                                                                                                         |                      |   |                      |                                  |
| <b>Attachments:</b>   | <a href="#">Recommended 18-093 Awards</a>                                                                                                                                                                                                                                                                                                                                               |                      |   |                      |                                  |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action, and discussion on a bid award for annual blanket purchase agreements for various electrical items to be stored in inventory as follows: KBS Electrical Dist.: \$100,044.30, Wesco Dist.: \$26,973.00, Texas Electric Cooperatives: \$119,737.50, Techline, Inc.: \$509,373.50, Anixter: \$37,799.00. Total estimated annual expenditure is \$793,927.30.

### Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

**Recommendation(s):** Staff recommends awards to the lowest responsible bidder meeting specifications for annual estimated expenditures totaling \$793,927.30.

|                                |              |
|--------------------------------|--------------|
| 1. KBS Electrical Dist.        | \$100,044.30 |
| 2. Wesco Dist.                 | \$ 26,973.00 |
| 3. Texas Electric Cooperatives | \$119,737.50 |
| 4. Techline, Inc.              | \$509,373.50 |
| 5. Anixter                     | \$ 37,799.00 |

Total \$793,927.30

**Summary:** These purchases will be made as needed during the term of the agreement. The various electrical items are maintained in Electrical Inventory in an inventory account and expensed as necessary during the agreement period. The purchasing agreement period shall be for one (1) year with the option to renew for two additional two (2) years.

**Budget & Financial Summary:** Six (6) sealed, competitive bids were received and opened on June 19, 2018. Funds are budgeted and available in the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

**Reviewed and Approved by Legal:** N/A

**Attachments:** Bid Tabulation #18-093

**City of College Station**  
**Annual Price Agreement for Various Electrical Items**  
**ITB #18-093**  
**Opened June 19, 2018 @ 2:00 PM**

|  |                                                       |
|--|-------------------------------------------------------|
|  | Bid total was corrected using the unit price          |
|  | Recommended Award                                     |
|  | Low Bid not acceptable or did not meet specifications |
|  | Exceptions as listed below                            |

| KBS Electric Dist. |            |             |          |
|--------------------|------------|-------------|----------|
| Manufacturer       | Unit Price | Total Price | Delivery |

**Group "A" Materials 15kV Underground Cable Accessories**

| Item No | Est. Qty |    | Description                                    | Inv No.        |            |          |             |         |
|---------|----------|----|------------------------------------------------|----------------|------------|----------|-------------|---------|
| A-1     | 500      | ea | Disconnectable Secondary Transformer Connector | 285-008-00007  | CMC        | \$9.72   | \$4,860.00  | 4-6 wks |
| A-2     | 300      | ea | Disconnectable Secondary Transformer Connector | 285-008-00008  | Homac      | \$16.94  | \$5,082.00  | 4wks    |
| A-3     | 750      | ea | Gelpert Insulated Secondary Connector          | 285-008-00012  | Tyco       | \$42.30  | \$31,725.00 | 4-6wks  |
| A-4     | 100      | ea | Deadbreak T-OPII Connector                     | 285-022-00036  | Cooper     | \$345.00 | \$34,500.00 | 8-10wks |
| A-5     | 150      | ea | Inline Splice                                  | 285-076-00007  | 3M         | \$559.00 | \$83,850.00 | 3wks    |
| A-6     | 100      | ea | Elbow Arrester                                 | 285-082-00005  | Cooper     | \$55.60  | \$5,560.00  | 4-6wks  |
| A-7     | 100      | ea | Cable Terminator Cold Shrink Type              | 285-082-00010  | 3M         | \$308.00 | \$30,800.00 | 3wks    |
| A-8     | 150      | ea | Pole Top Terminator Cold Shrink                | 285-082-00016  | 3M         | \$122.40 | \$18,360.00 | 3wks    |
| A-9     | 1000     | ea | Loadbreak Elbow, Jacket Seal Type              | 285-082-00028  | Cooper     | \$30.40  | \$30,400.00 | 6-8wks  |
| A-10    | 150      | ea | Protective Cap                                 | 285-095-00004  | Cooper     | \$20.25  | \$3,037.50  | 6-8wks  |
| A-11    | 1500     | ea | Loadbreak Bushing Insert                       | 285-095-00006  | Cooper     | \$21.15  | \$31,725.00 | 6-8wks  |
| A-12    | 200      | ea | Underground Fault Circuit Indicator            | 285-111-00001  | Smart Grid | \$142.30 | \$28,460.00 | 8wks    |
| A-13    | 500      | ea | Underground Faulted Circuit Indicator          | 285-111-00002  | SEL        | \$129.25 | \$64,625.00 | 2wks    |
| A-14    | 50       | ea | Pull Tape (Mule Tape)                          | M285-095-00001 | Neptco     | \$157.10 | \$7,855.00  | 2wks    |

**Group A Recommended Award Total**

**\$39,582.00**

**Group "B" Materials - Overhead Cable and Pole Accessories**

|      |      |    |                                               |                |                    |         |             |        |
|------|------|----|-----------------------------------------------|----------------|--------------------|---------|-------------|--------|
| B-1  | 200  | ea | Riser Pole Arrester 10 KV                     | 285-003-00005  | Cooper             | \$35.11 | \$7,022.00  | 6-8wks |
| B-2  | 600  | ea | Arrester & Bracket for Polemount Transformers | 285-003-00007  | Cooper             | \$33.80 | \$20,280.00 | 6-8wks |
| B-3  | 500  | ea | Conduit Standoff Bracket                      | 285-047-00108  | Aluma Form         | \$19.78 | \$9,890.00  | 4-6wks |
| B-4  | 500  | ea | Bolt Clamp for Metal Branding Strap           | 285-047-00120  | Maclean            | \$13.20 | \$6,600.00  | 4wks   |
| B-5  | 500  | ea | Pole Setting Foam                             | 285-065-00019  | Utility Structural | \$69.15 | \$34,575.00 | 1-2wks |
| B-6  | 2000 | ea | 1/0 H-Tap Copper Connector                    | M285-022-00003 | Homac              | \$1.87  | \$3,740.00  | 4wks   |
| B-7  | 500  | ea | Transformer Ground Lug                        | M285-047-00026 | Maclean            | \$3.28  | \$1,640.00  | 2-3wks |
| B-8  | 500  | ea | 4/0 to 4/0 Two Bolt Connector                 | M285-022-00044 | BlacBurn           | \$9.15  | \$4,575.00  | 2-3wks |
| B-9  | 500  | ea | Cut-Out Protector                             | M285-028-00003 |                    |         |             |        |
| B-10 | 500  | ea | Small Hotline Clamp                           | M285-047-00027 | CMC                | \$6.10  | \$3,050.00  | 4-6wks |

**Group B Recommended Award Total**

**\$45,750.00**

**Group "C" Materials - Pad-mount Enclosure Junction Boxes & Pull Boxes**

|     |     |    |                                     |               |            |            |             |        |
|-----|-----|----|-------------------------------------|---------------|------------|------------|-------------|--------|
| C-1 | 15  | ea | Pull Box, 36x60x48                  | 285-045-00007 | Armor Cast | \$980.82   | \$14,712.30 | 6-8wks |
| C-2 | 20  | ea | Pull Box, 48x96x48                  | 285-045-00008 | Armor Cast | \$2,479.00 | \$49,580.00 | 6-8wks |
| C-3 | 12  | ea | Pull Box Extension 24" for 48x96x48 | 285-045-00012 | Armor Cast | \$970.00   | \$11,640.00 | 6-8wks |
| C-4 | 300 | ea | Secondary Pedestal                  | 285-045-00009 | Armor Cast | \$110.85   | \$33,255.00 | 6-8wks |
| C-5 | 5   | ea | Torsion Assist Lids                 | 285-045-00013 | Armor Cast | \$4,080.00 | \$20,400.00 | 6-8wks |

**Group C Recommended Award Total**

**\$14,712.30**

**Group D - Crossarm Braces**

|     |     |    |                            |               |      |          |             |        |
|-----|-----|----|----------------------------|---------------|------|----------|-------------|--------|
| D-1 | 60  | ea | HD Dead End 8'             | 285-047-00088 | Pupi | \$197.00 | \$11,820.00 | 2-3wks |
| D-2 | 150 | ea | Standard Duty Crossarm 8'  | 285-047-00093 | Pupi | \$90.50  | \$13,575.00 | 2-3wks |
| D-3 | 100 | ea | Standard Duty Crossarm 10' | 285-047-00094 | Pupi | \$108.00 | \$10,800.00 | 2-3wks |
| D-4 | 20  | ea | HD Deadend 10'             | 285-047-00099 | Pupi | \$219.00 | \$4,380.00  | 2-3wks |

**Group D Recommended Award Total**

**Group E - Streetlight Fixtures**

|     |    |    |                                      |               |  |  |  |  |
|-----|----|----|--------------------------------------|---------------|--|--|--|--|
| E-1 | 50 | ea | LED Cobrahead Light Fixture, LED 50  | 285-056-00015 |  |  |  |  |
| E-2 | 50 | ea | LED Cobrahead Light Fixture, LED 130 | 285-056-00017 |  |  |  |  |
| E-3 | 50 | ea | LED Cobrahead Light Fixture, LED 210 | 285-056-00018 |  |  |  |  |

**Group E Recommended Award Total**

**Group F - Motor Operators**

|     |    |    |                                                  |               |                 |            |              |          |
|-----|----|----|--------------------------------------------------|---------------|-----------------|------------|--------------|----------|
| F-1 | 10 | ea | ADMO Class Motor Operator - Reciprocating Motion | 285-079-00014 | Cleveland Price | \$6,560.00 | \$65,600.00  | 18-20wks |
| F-2 | 15 | ea | ADMO Class Motor Operator - Torsional Motion     | 285-079-00015 | Cleveland Price | \$6,695.00 | \$100,425.00 | 18-20wks |

**Group F Recommended Award Total**

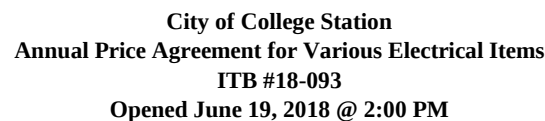
**Total Recommended Award Amount**

**\$100,044.30**

**Certification of Bid**

**Exceptions**

Items C-1 and C-2 min order quantity 4 pieces mixed required per shipment.

2

**City of College Station**  
**Annual Price Agreement for Various Electrical Items**  
**ITB #18-093**  
**Opened June 19, 2018 @ 2:00 PM**

| Techline Inc.    |            |              |          | Priester-Mell & Nicholson Inc. |            |             |          |
|------------------|------------|--------------|----------|--------------------------------|------------|-------------|----------|
| Manufacturer     | Unit Price | Total Price  | Delivery | Manufacturer                   | Unit Price | Total Price | Delivery |
|                  |            |              |          |                                |            |             |          |
|                  |            |              |          |                                |            |             |          |
| CMC              | \$9.65     | \$4,825.00   | 5-7wks   | Utilco                         | \$13.98    | \$6,990.00  | 2-3wks   |
| Homac            | \$17.50    | \$5,250.00   | 2-4wks   | Utilco                         | \$19.99    | \$5,997.00  | 16-18wks |
| Tyco             | \$49.00    | \$36,750.00  | 4-6wks   |                                |            |             |          |
|                  |            |              |          |                                |            |             |          |
| 3M               | \$536.00   | \$80,400.00  | 3-4wks   |                                |            |             |          |
| Hubbell          | \$54.32    | \$5,432.00   | 2-4wks   |                                |            |             |          |
| 3M               | \$278.00   | \$27,800.00  | 3-4wks   |                                |            |             |          |
| 3M               | \$111.00   | \$16,650.00  | 3-4wks   |                                |            |             |          |
| Elastimold       | \$26.50    | \$26,500.00  | 5-7wks   |                                |            |             |          |
| Elastimold       | \$19.13    | \$2,869.50   | 6-8wks   |                                |            |             |          |
| Hubbell          | \$18.50    | \$27,750.00  | 2-4wks   |                                |            |             |          |
| Smartgrid        | \$150.00   | \$30,000.00  | 8wks     |                                |            |             |          |
| SEL              | \$125.00   | \$62,500.00  | 2-4wks   |                                |            |             |          |
| Neptco           | \$150.00   | \$7,500.00   | 2-4wks   | Orion Rope Works               | \$128.00   | \$6,400.00  | 2wks     |
| \$169,501.50     |            |              |          |                                |            |             |          |
|                  |            |              |          |                                |            |             |          |
| Ohio Brass       | \$31.95    | \$6,390.00   | 4-5wks   | Siemens                        | \$29.45    | \$5,890.00  | 2-3wks   |
| Ohio Brass       | \$29.85    | \$17,910.00  | 4-5wks   | Siemens                        | \$25.79    | \$15,474.00 | 10-12wks |
| Hubbell          | \$19.00    | \$9,500.00   | 8wks     |                                |            |             |          |
|                  |            |              |          |                                |            |             |          |
| BMK              | \$69.00    | \$34,500.00  | Stk      | ility Structural Syste         | \$69.47    | \$34,735.00 | 1wk      |
| Blackburn        | \$1.78     | \$3,560.00   | Stk      |                                |            |             |          |
| Hubbell          | \$2.70     | \$1,350.00   | Stk-4wks | Utilco                         | \$4.73     | \$2,365.00  | 2-3wks   |
| Blackburn        | \$9.07     | \$4,535.00   | 1-3wks   | Burndy                         | \$12.92    | \$6,460.00  | 2-3wks   |
| Hubbell          | \$16.00    | \$8,000.00   | Stk-4wks |                                |            |             |          |
| Hubbell          | \$6.70     | \$3,350.00   | Stk      |                                |            |             |          |
| \$4,910.00       |            |              |          |                                |            |             |          |
|                  |            |              |          |                                |            |             |          |
| Hubbell/Quazite  | \$1,085.00 | \$16,275.00  | 3wks     |                                |            |             |          |
| Hubbell/Quazite  | \$2,478.00 | \$49,560.00  | 3wks     |                                |            |             |          |
| Hubbell/Quazite  | \$1,050.00 | \$12,600.00  | 3wks     |                                |            |             |          |
| Hubbell/Quazite  | \$105.00   | \$31,500.00  | 3wks     |                                |            |             |          |
| Hubbell/Quazite  | \$4,055.00 | \$20,275.00  | 6-8wks   |                                |            |             |          |
| \$82,435.00      |            |              |          |                                |            |             |          |
|                  |            |              |          |                                |            |             |          |
| Shakespeare      | \$182.95   | \$10,977.00  | 4-6wks   | Pupi                           | \$225.00   | \$13,500.00 | 2-3wks   |
| Shakespeare      | \$85.50    | \$12,825.00  | 4-6wks   | ZMP                            | \$72.00    | \$10,800.00 | 3-4wks   |
| Shakespeare      | \$102.00   | \$10,200.00  | 4-6wks   | ZMP                            | \$92.00    | \$9,200.00  | 3-4wks   |
| Shakespeare      | \$205.00   | \$4,100.00   | 4-5wks   | Pupi                           | \$283.00   | \$5,660.00  | 2-3wks   |
| \$38,102.00      |            |              |          |                                |            |             |          |
|                  |            |              |          |                                |            |             |          |
| AEL              | \$173.00   | \$8,650.00   | 3-5wks   |                                |            |             |          |
| AEL              | \$320.00   | \$16,000.00  | 3-5wks   |                                |            |             |          |
| AEL              | \$480.00   | \$24,000.00  | 3-5wks   |                                |            |             |          |
| \$48,650.00      |            |              |          |                                |            |             |          |
|                  |            |              |          |                                |            |             |          |
| Cleaveland/Price | \$6,550.00 | \$65,500.00  | 18-20wks |                                |            |             |          |
| Cleaveland/Price | \$6,685.00 | \$100,275.00 | 18-20wks |                                |            |             |          |
| \$165,775.00     |            |              |          |                                |            |             |          |
| \$509,373.50     |            |              |          |                                |            |             |          |
|                  |            |              |          |                                |            |             |          |
|                  |            |              |          |                                |            |             |          |
|                  |            |              |          |                                |            |             |          |



## Legislation Details (With Text)

|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                      |   |                      |                                        |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|----------------------|----------------------------------------|
| <b>File #:</b>        | 18-0047                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Version:</b>      | 1 | <b>Name:</b>         | CBC Term Limits and Term Modifications |
| <b>Type:</b>          | Ordinance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Status:</b>       |   | <b>Status:</b>       | Agenda Ready                           |
| <b>File created:</b>  | 7/17/2018                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>In control:</b>   |   | <b>In control:</b>   | City Council Regular                   |
| <b>On agenda:</b>     | 7/26/2018                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Final action:</b> |   | <b>Final action:</b> |                                        |
| <b>Title:</b>         | Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 2, "Administration," Article VI, "Boards and Commissions," Division 2, "Historic Preservation Committee," Section 2-170, "Membership," and Division 4, "Parks and Recreation Advisory Board," Section 2-226, "Creation; Membership"; Chapter 103, "Buildings and Building Regulations," Article II, "Administration and Enforcement," Division 2, "Construction Board of Adjustment and Appeals; Appeals and Variances." Section 103-45, "Membership and Conflict of Interest"; Appendix A, "Unified Development Ordinance," Article 1, "General Provisions," Section 2.6, "Bicycle, Pedestrian, and Greenways Advisory Board," Subsection B, "Membership and Terms," 2, "Terms," and Article 2, "Development Review Bodies," Section 2.2, "Planning and Zoning Commission," Subsection B, "Membership and Terms," 2, "Terms," and 3, "Term Limits," and Section 2.5, "Design Review Board," Subsection B, "Membership and Terms," of the Code of Ordinances of the City of College Station, Texas. |                      |   |                      |                                        |
| <b>Sponsors:</b>      | Tanya Smith                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |   |                      |                                        |
| <b>Indexes:</b>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                      |   |                      |                                        |
| <b>Code sections:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                      |   |                      |                                        |
| <b>Attachments:</b>   | <a href="#">Boards and Committees Ordinance (2) final.pdf</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                      |   |                      |                                        |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 2, "Administration," Article VI, "Boards and Commissions," Division 2, "Historic Preservation Committee," Section 2-170, "Membership," and Division 4, "Parks and Recreation Advisory Board," Section 2-226, "Creation; Membership"; Chapter 103, "Buildings and Building Regulations," Article II, "Administration and Enforcement," Division 2, "Construction Board of Adjustment and Appeals; Appeals and Variances." Section 103-45, "Membership and Conflict of Interest"; Appendix A, "Unified Development Ordinance," Article 1, "General Provisions," Section 2.6, "Bicycle, Pedestrian, and Greenways Advisory Board," Subsection B, "Membership and Terms," 2, "Terms," and Article 2, "Development Review Bodies," Section 2.2, "Planning and Zoning Commission," Subsection B, "Membership and Terms," 2, "Terms," and 3, "Term Limits," and Section 2.5, "Design Review Board," Subsection B, "Membership and Terms," of the Code of Ordinances of the City of College Station, Texas.

Relationship to Strategic Goals: (Select all that apply)

- Good Governance
- Core Services and Infrastructure

Recommendation(s): Recommend approval

Summary: In recent years the number of citizens applying to serve on various city boards, commissions, and committees has gradually declined. On April 26, 2018, the City Secretary discussed the issue with the City

Council and the Council's direction was to modify all the terms for board, commission and committee members to three-year terms (as most are currently two-year terms) and to remove any term limits unless otherwise required by law that currently exist for boards, commissions and committees; with the exception of the Planning and Zoning Commission, which shall continue to be limited to two terms.

Making these changes requires amendments to the ordinances establishing the Historic Preservation Committee; the Parks and Recreations Advisory Board; the Construction Board of Adjustments and Appeals; the Bicycles, Pedestrians, and Greenways Advisory Board; the Planning and Zoning Commission; and the Design Review Board. The Bicycles, Pedestrians and Greenways Advisory Board, the Planning and Zoning Commission, and the Design Review Board are established in the Unified Development Ordinance (UDO). Because Section 3.21 of the UDO requires the Planning and Zoning Commission to consider and make a report to the City Council regarding any proposed text amendments to the UDO, this item was presented to the Planning and Zoning Commission at the July 19, 2018, meeting for its recommendation.

Budget & Financial Summary: None

Attachments:

1. Draft Ordinance

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING: (A) CHAPTER 2, “ADMINISTRATION,” ARTICLE VI, “BOARDS AND COMMISSIONS,” DIVISION 2, “HISTORIC PRESERVATION COMMITTEE,” SECTION 2-170, “MEMBERSHIP,” AND DIVISION 4, “PARKS AND RECREATION ADVISORY BOARD,” SECTION 2-226, “CREATION; MEMBERSHIP;” (B) CHAPTER 103, “BUILDINGS AND BUILDING REGULATIONS,” ARTICLE II, “ADMINISTRATION AND ENFORCEMENT,” DIVISION 2, “CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS; APPEALS AND VARIANCES,” SECTION 103-45, “MEMBERSHIP AND CONFLICT OF INTEREST;” AND (C) APPENDIX A, “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 1, “GENERAL PROVISIONS,” SECTION 2.6, “BICYCLE, PEDESTRIAN, AND GREENWAYS ADVISORY BOARD,” SUBSECTION B, “MEMBERSHIP AND TERMS,” 2, “TERMS,” AND ARTICLE 2, “DEVELOPMENT REVIEW BODIES,” SECTION 2.2, “PLANNING AND ZONING COMMISSION,” SUBSECTION B, “MEMBERSHIP AND TERMS,” 2, “TERMS,” AND 3, “TERM LIMITS,” AND SECTION 2.5, “DESIGN REVIEW BOARD,” SUBSECTION B, “MEMBERSHIP AND TERMS,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, CREATING THREE YEAR TERMS FOR COUNCIL APPOINTED BOARD, COMMITTEE AND COMMISSION MEMBERS; REPEALING RESOLUTION NO. 07-13-10-02 WHICH ESTABLISHED TERM LIMITS FOR COUNCIL APPOINTED BOARDS, COMMITTEES AND COMMISSIONS; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Code of Ordinances of the City of College Station, Texas, currently requires that each member of the City’s Bicycle, Pedestrian and Greenways Advisory Board, the Planning and Zoning Commission, the Parks and Recreation Advisory Board, the Construction Board of Adjustment, the Design Review Board, and the Historic Preservation Committee be appointed for a term of two years; and

**WHEREAS**, Resolution No. 07-13-10-02 establishes two year terms for all City Council appointed boards, commissions and committees; limits members of such boards, commissions and committees to serve no more than two completed consecutive terms totaling four years; and requires all appointees to city advisory boards, commissions and committees to be residents of the City and qualified City voters; and

**WHEREAS**, the City Council of the City of College Station, Texas, has determined that it is beneficial to encourage College Station citizens to be engaged in city boards, committees, and commissions as the City benefits from such citizens’ talents, knowledge, experience and expertise, and the City Council values the advice of such boards, committees and commission on a variety of issues facing the City; and

**WHEREAS**, the City Council of the City of College Station, Texas, has determined that increasing terms for citizens appointed to City boards, committees and commissions from two years to three years and eliminating term limits for such appointments will encourage College Station citizens to

become more involved in city affairs as appointees to various City boards, committees and commissions; now, therefore,

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

**PART 1:** That the preamble above is hereby incorporated as if fully set forth herein.

**PART 2:** That Chapter 2, “Administration,” Article VI, “Boards and Commissions,” Division 2, “Historic Preservation Committee,” Section 2-170, “Membership,” and Division 4, “Parks and Recreation Advisory Board,” Section 2-226, “Creation; Membership,” of the Code of Ordinances of the City of College Station, Texas, are hereby amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.

**PART 3:** That Chapter 103, “Buildings and Building Regulations,” Article II, “Administration and Enforcement,” Division 2, “Construction Board of Adjustment and Appeals; Appeals and Variances,” Section 103-45, “Membership and Conflict of Interest,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as set out in **Exhibit “B”** attached hereto and made a part of this Ordinance for all purposes.

**PART 4:** That Appendix A, “Unified Development Ordinance,” Article 1, “General Provisions,” Section 2.6, “Bicycle, Pedestrian and Greenways Advisory Board,” Subsection B, “Membership and Terms,” 2, “Terms,” and Article 2, “Development Review Bodies,” Section 2.2, “Planning and Zoning Commission,” Subsection B, “Membership and Terms,” 2, “Terms,” and 3, “Term Limits,” and Section 2.5, “Design Review Board,” Subsection B, “Membership and Terms,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as set out in **Exhibit “C”** attached hereto and made a part of this Ordinance for all purposes.

**PART 5:** That Resolution No. 07-13-10-02 is hereby repealed in its entirety.

**PART 6:** That all appointees to city boards, commissions and committees must be residents of the City and qualified voters of the City of College Station.

**PART 7:** 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 8:** 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 9:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

**PASSED, ADOPTED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
**City Secretary**

\_\_\_\_\_  
**Mayor**

**APPROVED:**

\_\_\_\_\_  
**City Attorney**

**Exhibit A**

That Chapter 2, "Administration," Article VI, "Boards and Commissions," Division 2, "Historic Preservation Committee," Section 2-170, "Membership," and Division 4, "Parks and Recreation Advisory Board," Section 2-226, "Creation; Membership," of the Code of Ordinances of the City of College Station, Texas, are hereby amended to read as follows:

**DIVISION 2. – HISTORIC PRESERVATION COMMITTEE****Sec. 2-170. - Membership.**

- (a) The Committee shall consist of nine members, and where practical may include representation from the Brazos County Historical Society, Texas A&M University, and the City Council.
- (b) The current term of office is two years. Beginning January 2019, those five terms expiring in January 2019 shall thereafter be appointed to three year terms or until a successor is appointed. Beginning January 2020, those four terms expiring in January 2020 shall thereafter be appointed to three year terms or until a successor is appointed. If a position becomes vacant before the expiration of the position's term, the new appointee shall serve for the balance of the term of the appointee's predecessor.
- (c) The City Council shall appoint all members to fill vacancies. The City Council shall appoint a Chair during the annual appointment process. If a vacancy shall occur in the Chair position, the City Council shall appoint a replacement to serve as Chair.

**DIVISION 4. – PARKS AND RECREATION BOARD****Sec. 2-226. - Creation; membership.**

- (a) The College Station Parks and Recreation Advisory Board, hereinafter referred to as the "Board," shall be composed of nine members. The duties of said Board shall be to advise and recommend to the City Council on all matters to the establishment, maintenance, and operation of City parks and recreation programs for the City and to carry out other duties as may be assigned by the City Council.
- (b) The current term of office is two years. Beginning January 2019, those three terms expiring in January 2019 shall thereafter be appointed to three year terms or until a successor is appointed. Beginning January 2020, one of the six terms expiring in January 2020 shall be appointed to a two year term, and thereafter shall be appointed to three year terms, or until a successor is appointed. The five remaining terms expiring in January 2020 shall thereafter be appointed to three year terms or until a successor is appointed. The Council shall appoint one member to serve as Chair. One member will serve as Vice-Chair on an annual basis, as selected by the Board at the July meeting.
- (c) Members appointed to fill vacancies on said Board shall be for the remainder of the term of his or her predecessor.
- (d) Any Board member appointed by the City Council shall forfeit that membership if absent for more than three meetings in a 12-month period that are considered unexcused by definition, or 25 percent of the meetings, whichever is greater, in one appointment year, unless the absenteeism is for:
  - (1) Vacation;
  - (2) Illness;
  - (3) Family emergency;
  - (4) Jury duty;
  - (5) Business out of town.

Absenteeism may also be excused by the Board or by the City Council. If a member goes beyond this absenteeism limit, the City Council shall be advised to declare the position vacant and appoint a new member to fill the vacancy. Unexcused absences include failure to notify the Chair or Board Secretary of a valid reason or good cause for absence prior to a scheduled meeting.

**Exhibit B**

That Chapter 103, “Buildings and Building Regulations,” Article II, “Administration and Enforcement,” Division 2, “Construction Board of Adjustment and Appeals; Appeals and Variances,” Section 103-45, “Membership and Conflict of Interest” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows

**DIVISION 2. – CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS;  
APPEALS AND VARIANCES****Sec. 103-45. - Membership and conflicts of interest.**

- (a) *Construction.* The Construction Board of Adjustments and Appeals shall consist of five members appointed by City Council. The City Council shall appoint one member as Chairperson. The Board shall be composed of individuals with knowledge and experience in the technical codes, such as design professionals, contractors or building industry representatives. In addition to the regular members, the City Council may appoint up to four alternate members. A Board member shall not act in a case in which the member has any conflict of interest.
- (b) *Terms.* The current term of office is two years. Beginning January 2020, two members of the Board and the Chairperson shall thereafter be appointed to serve three year terms. The remaining two members of the Board shall initially be appointed to serve a two-year term and shall thereafter be appointed to serve three year terms, or until a successor is appointed. Beginning January 2020, alternates shall be appointed to serve three year terms. The alternates shall serve in the absence of one or more of the regular members. Vacancies shall be filled for an unexpired term. Continued absence of any member from required meetings of the Board shall, at the discretion of the City Council, render any such member subject to immediate removal from office.

**Exhibit C**

That Appendix A, “Unified Development Ordinance,” Article 1, “General Provisions,” Section 2.6, “Bicycle, Pedestrian and Greenways Advisory Board,” Subsection B, “Membership and Terms,” 2, “Terms,” and Article 2, “Development Review Bodies,” Section 2.2, “Planning and Zoning Commission,” Subsection B, “Membership and Terms,” 2, “Terms,” and 3, “Term Limits,” and Section 2.5, “Design Review Board,” Subsection B, “Membership and Terms,” of the Code of Ordinances of the City of College Station, Texas, are hereby amended to read as follows:

**Article 1. – General Provisions.****Sec. 2.6. – Bicycle, Pedestrian and Greenways Advisory Board.****B. Membership and Terms.****2. Terms.**

The current term of office is two years. Beginning January 2019, those three terms expiring in January 2019 shall thereafter be appointed to three year terms or until a successor is appointed. Beginning January 2020, those three terms expiring in January 2020 shall thereafter be appointed to three year terms or until a successor is appointed.

**Article 2. – Development Review Bodies.****Sec. 2.2. – Planning and Zoning Commission.****B. Membership and Terms.****2. Terms.**

The current term of office is two years. Beginning January 2019, those three terms expiring in January 2019 shall thereafter be appointed to three year terms or until a successor is appointed. Beginning January 2020, those four terms expiring in January 2020 shall thereafter be appointed to three year terms or until a successor is appointed.

**3. Term Limits.**

Terms of office shall be limited to two (2) consecutive three-year terms or six (6) consecutive years.

**Article 2. – Development Review Bodies.****Sec. 2.5. – Design Review Board.****B. Membership and Terms.**

1. The Design Review Board shall consist of seven (7) members. Six (6) of the members shall be appointed by the City Council.
  - a. The City Council shall appoint a representative with expertise from each of the following disciplines or groups:
    - 1) Architecture;
    - 2) Landscape architecture;
    - 3) Business; and
    - 4) Design district connection (e.g., developer, land owner, business owner, resident, or employee within a design district).
  - b. The City Council shall appoint two (2) members that are citizens-at-large.
  - c. The seventh regular member shall be the Chairperson of the Planning and Zoning Commission or his/her designee.
2. The current term of office is two years. Beginning January 2019, those three terms expiring in January 2019 shall thereafter be appointed to three year terms or until a successor is appointed. Beginning January 2020, those three terms expiring in January 2020 shall thereafter be appointed to three year terms or until a successor is appointed.
3. The Design Review Board is a governmental body and shall comply with the Open Meetings Act.



## Legislation Details (With Text)

|                       |                                                                                                                                                                                                                    |                      |   |              |                                                      |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|--------------|------------------------------------------------------|
| <b>File #:</b>        | 18-0445                                                                                                                                                                                                            | <b>Version:</b>      | 1 | <b>Name:</b> | Fun for All Playground Phase 1 Construction Contract |
| <b>Type:</b>          | Contract                                                                                                                                                                                                           | <b>Status:</b>       |   |              | Agenda Ready                                         |
| <b>File created:</b>  | 6/29/2018                                                                                                                                                                                                          | <b>In control:</b>   |   |              | City Council Regular                                 |
| <b>On agenda:</b>     | 7/26/2018                                                                                                                                                                                                          | <b>Final action:</b> |   |              |                                                      |
| <b>Title:</b>         | Presentation, possible action, and discussion regarding approval of a construction contract 18300589 with CRT GC, Inc., in the amount of \$942,123, for the construction of an all abilities park at Central Park. |                      |   |              |                                                      |
| <b>Sponsors:</b>      | Donald Harmon                                                                                                                                                                                                      |                      |   |              |                                                      |
| <b>Indexes:</b>       |                                                                                                                                                                                                                    |                      |   |              |                                                      |
| <b>Code sections:</b> |                                                                                                                                                                                                                    |                      |   |              |                                                      |
| <b>Attachments:</b>   | <a href="#">Fun for all location map</a><br><a href="#">Tabulation</a>                                                                                                                                             |                      |   |              |                                                      |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action, and discussion regarding approval of a construction contract 18300589 with CRT GC, Inc., in the amount of \$942,123, for the construction of an all abilities park at Central Park.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: The Fun for All Park Project is planned as a new all abilities fully accessible park to provide inclusive play for everyone. The improvements will be added to the existing Stephen C. Beachy Central Park and will be constructed primarily by funds donated by charitable civic groups as well as private citizens. This construction contract is Phase 1 of the planned park and includes a playground, swings and a splash pad as well as additional parking, fencing and general playground infrastructure.

Budget & Financial Summary: Funds have been received in the amount of \$1,000,000 from private citizens and charitable organizations and will be transferred to the City.

Reviewed and Approved by Legal: Yes

Attachments:

1. Contract No. 18300589 (on file with the City Secretary)
2. Bid Tabulation 18-083
3. Project Location Map



# Fun for All Park Project Location Map



Southwest Pw E

Krenek Tap Rd

Dartmouth St

Stephen  
C. Beachy  
Central

Fun for All Park

Earl Rudder Fw S  
Earl Rudder Fw S





**City of College Station - Purchasing Division**  
**Bid Tabulation for #18-083**  
**"Fun For All Playground - Phase 1"**  
**Open Date: Friday, June 15, 2018 @ 2:00 p.m.**

|                                                                                                                                             | CRT GC, Inc  | Mitchell<br>Construction<br>Company, Inc. | JaCody<br>Construction, LP | Dean Builders,<br>Inc. | Dudley<br>Construction,<br>LTD | Millis<br>Development &<br>Construction, LLC | SpawGlass<br>Construction<br>Corp. | Webber<br>Commercial, LLC |
|---------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------------------------------|----------------------------|------------------------|--------------------------------|----------------------------------------------|------------------------------------|---------------------------|
|                                                                                                                                             | Wellborn, TX | Lorena, TX                                | College Station, TX        | Spring, TX             | College Station, TX            | Missouri City, TX                            | Houston, TX                        | The Woodlands, TX         |
| Lump Sum Bid<br>Lump sum includes all labor and<br>material costs, and any<br>deductions for donations or<br>work to be performed "in kind" | \$942,123.00 | \$975,000.00                              | \$998,900.00               | \$1,068,500.00         | \$1,082,000.00                 | \$1,124,359.00                               | \$1,138,000.00                     | \$1,169,000.00            |
| Bid Certification                                                                                                                           | Y            | Y                                         | Y                          | Y                      | Y                              | Y                                            | Y                                  | Y                         |
| Addendums Acknowledged                                                                                                                      | Y            | Y                                         | Y                          | Y                      | Y                              | Y (1, 2 & 3)                                 | Y                                  | Y                         |
| Bid Bond Submitted                                                                                                                          | Y            | Y                                         | Y                          | Y                      | Y                              | Y                                            | Y                                  | Y                         |