



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, August 9, 2018

6:00 PM

City Hall Council Chambers

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

Presentation

Proclamation to salute the student leaders of Camp Kesem at Texas A&M University.

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. [18-0518](#) Presentation, possible action, and discussion of minutes for:
- July 26, 2018 Workshop
 - July 26, 2018 Regular

Sponsors:

Smith

Attachments:

[WKSHP072618 DRAFT Minutes](#)

[RM072618 DRAFT Minutes](#)

- 2b. [18-0420](#) Presentation, possible action, and discussion on an ordinance ordering a General and Special Election to be held on November 6, 2018 for the purpose of electing a City Council Member, Place 4, a City Council Member, Place 6, and to submit proposed amendments to the City Charter to the voters; establishing early voting locations and polling places for this election; and making provisions for conducting the election. (Presentación, posible acción y discusión acerca de una ordenanza que ordene Elecciones Generales y Especiales a celebrarse el 6 de noviembre de 2018 con el propósito de elegir un Miembro del Consejo de la Ciudad, Puesto Número 4, un Miembro del Consejo de la Ciudad, Puesto Número 6, y para presentarles a los votantes las enmiendas propuestas a los Estatutos de la Ciudad; estableciendo los sitios de votaciones anticipadas y los centros de votaciones para estas elecciones; y elaborando las provisiones para llevar a cabo las elecciones.)

Sponsors:

Smith

- 2c. [18-0421](#) Presentation, possible action, and discussion on approving an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General and Special Election that will be held on Tuesday, November 6, 2018. (Presentación, posible acción y discusión acerca de una resolución que apruebe un acuerdo interlocal de gobierno con el Condado de Brazos para llevar a cabo y administrar las Elecciones Generales y Especiales de la Ciudad de College Station y para aprobar la Notificación de Elecciones Generales y Especiales que se celebrarán el martes 6 de noviembre de 2018.)

Sponsors:

Smith

Attachments:

[ILA Election Agr 2018 signed](#)

[ILA Election Agr 2018 Spanish signed](#)

- 2d. [18-0494](#) Presentation, possible action, and discussion regarding approval of the resolution of the interlocal agreement with the City of Bryan, City of Brenham, Brazos County, Washington County, Texas A&M University, Grimes County and Brazos Valley Council of Governments; designating the Brazos Valley Council of Governments as the

Managing Entity for the Brazos Valley Wide Area Communications System (BVWACS).

Sponsors:

Provazek

Attachments:

[BVWACS Managing Entity ILA Resolution.docx](#)

[College Station - BVCOG BVWACS Managing Entity Agreement.pdf](#)

2e. [18-0448](#)

Presentation, possible action, and discussion on a construction contract 18300500 with Kieschnick General Contractors, in the amount of \$830,078 for the construction of the State Highway 6 waterline phases I and II.

Sponsors:

Harmon

Attachments:

[SH 6 Water Line Project Map](#)

2f. [18-0480](#)

Presentation, possible action, and discussion on calling a public hearing on the City of College Station FY 2018-2019 Proposed Budget for Thursday, September 13, 2018 at 6:00 PM in the City Hall Council Chambers.

Sponsors:

Leonard

2g. [18-0486](#)

Presentation, possible action, and discussion on a bid award for the annual purchase of single phase pad-mounted transformers, which will be maintained in electrical inventory and expended as needed. The total recommended award is \$224,500 to Priester-Mell & Nicholson, Inc.

Sponsors:

Leonard

Attachments:

[Tabulation](#)

2h. [18-0495](#)

Presentation, possible action, and discussion on an Amendment to the lease agreement with CEO, Etc., Inc. for lease of City Fiber Optic Cable Facilities.

Sponsors:

Provazek

Attachments:

[First Amendment to Lease Agreement - CEO signed.pdf](#)

[Ex. A Fiber Lease Map CEO 1st Amend.pdf](#)

2i. [18-0501](#)

Presentation, possible action, and discussion on approval of the construction contract with DKing Express, LLC. in the amount of \$141,399 for repairs to the two existing sand volleyball courts at the Barracks Park.

Sponsors:

Kelbly

Attachments:

[18-094 Tab](#)

2j. [18-0502](#)

Presentation, possible action and discussion on a bid award for the annual blanket order for electric meters and sockets, to be stored in

inventory, as follows: Anixter: \$37,952; Priester-Mell & Nicholson: \$164,363; Texas Electric Cooperatives: \$33,500. Total estimated annual expenditure is \$235,815.

Sponsors:

Leonard

Attachments:

[Copy of 18-098 Award Recommendations](#)

2k. [18-0504](#)

Presentation, possible action, and discussion regarding approval of a resolution adopting the proposed FY 2019 Community Development Budget and PY 2018 Annual Action Plan.

Sponsors:

Eller

Attachments:

[Attachment 1 - Resolution](#)

[Attachment 2 -FY 2019 Proposed Community Development Budget](#)

[Attachment 3 -Plan Development Summary](#)

[Attachment 4 -FY2019 Public Service Funding Recommendations](#)

[Attachment 5 - FY 2019 CDBG Public Facility Funding Summary & Recommenc](#)

[Attachment 6 - 2015-2019 Community Development Goals](#)

[Attachment 7 - 2018 Income Limits](#)

[Attachment 8 - Map](#)

[Attachment 9 - Community Development Project Descriptions](#)

2l. [18-0505](#)

Presentation, possible action, and discussion on the second 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](#)

2m. [18-0506](#)

Presentation, possible action, and discussion regarding the approval of contract 18300622 with Brazos Paving, Inc. for base failure repairs and Type D HMAC installation in an amount not to exceed \$5,000,000.

Sponsors:

Harmon

Attachments:

[Tabulation](#)

2n. [18-0511](#)

Presentation, possible action, and discussion on amending Chapter 2, "Administration," Article V, "Finance," Division 2 "Fees, Rates, and Charges" Section 2-120 of the Code of Ordinances and presentation, possible action, and discussion on amending Resolution No. 80-10-17-2Q that established the fees, rates, and charges as authorized in Chapter 2 "Administration", Art. V. "Finance", Div. 2 "Fees, Rates, and Charges" of The Code of Ordinances, both regarding establishing fees for the regulation of dockless bike share programs permitted to operate in the City.

Sponsors:

Nettles

Attachments: [Fee Resolution CH 8 Dockless Bikes](#)

- 2o. [18-0521](#) Presentation, possible action, and discussion on a letter agreement for year 1 of the Professional Auditing Services engagement with BKD, LLP for the fiscal year ending September 30, 2018 with expenditures totaling \$84,000 from the City of College Station.

Sponsors: Leonard

- 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 rev 8-2-18.docx](#)

- 2q. [18-0522](#) Presentation, possible action, and discussion on a bid award for the annual purchase of sodium hypochlorite, the liquid-chlorine disinfection product used to treat the potable water supply at the Sandy Point Pump Station. The total recommended award is \$115,847 to DXI Industries.

Sponsors: Leonard

Attachments: [SPPS bleach 18-106 Tab](#)

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. [18-0515](#) Public Hearing, presentation, possible action, and discussion

regarding an ordinance amending Appendix A, "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 WRS Wellborn Restricted Suburban for approximately 21 acres of land located approximately 0.18 miles south from the intersection of Greens Prairie Road West and Royder Road.

Sponsors:

Helton

Attachments:[Background Information](#)[Vicinity, Aerial & SAM](#)[Rezoning Map](#)[Ordinance](#)

2. [18-0517](#) Presentation, possible action, and discussion regarding appointments to the Zoning Board of Adjustments.

Sponsors:

Smith

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 August 3, 2018 at 5:00 p.m.



City Secretary

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

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

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

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

"Conforme a la Seccion 30.07 del codigo penal (traspasar portando armas de mano al aire libre con licencia), personas con licencia bajo del Sub-Capitulo H, Capitulo 411, 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 #: 18-0518 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 7/30/2018 **In control:** City Council Regular
On agenda: 8/9/2018 **Final action:**
Title: Presentation, possible action, and discussion of minutes for:
• July 26, 2018 Workshop
• July 26, 2018 Regular
Sponsors: Tanya Smith
Indexes:
Code sections:
Attachments: [WKSHP072618 DRAFT Minutes](#)
[RM072618 DRAFT Minutes](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of minutes for:
• July 26, 2018 Workshop
• July 26, 2018 Regular

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: N/A

Budget & Financial Summary: None

Attachments:
• July 26, 2018 Workshop
• July 26, 2018 Regular

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
JULY 26, 2018

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick – via remote

Jerome Rektorik - absent

Linda Harvell

Barry Moore

John Nichols

James Benham – via remote

City Staff:

Jeff Capps, Interim City Manager

Jeff Kersten, Assistant City Manager

Carla Robinson, City Attorney

Tanya Smith, City Secretary

Ian Whittenton, Deputy City Secretary

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Mooney at 4:00 p.m. on Thursday, July 26, 2018 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:00 p.m. on Thursday, July 26, 2018 in order to continue discussing matters pertaining to:

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

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

- Legal advice concerning the City's potential participation in a planned water line extension located in the general area south of the Pebble Creek subdivision and east of the State Highway 6 Feeder Road.

C. 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.

D. 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 5:26 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 2m, 2n, 2p, and 2q were pulled from Consent for clarification.

(2m): *Donald Harmon*, Public Work Director, stated that 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).

(2n): *David Coleman*, Interim Assistant City Manager, gave a brief background on the 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.

(2p): *Mayor Mooney*, stated that Consent Item 2p will be pulled and moved to the August 9, 2018 meeting.

(2q): *Mary Ellen Leonard*, Finance Director, gave clarification on the changes made to the bids and total after posting. The recommended awards to the lowest responsible bidder meeting specifications for annual estimated expenditures totaling \$793,927.30. The bids for Wesco Dist. was \$41,898.00 and Anixter was \$29,024.00.

5. Presentation, possible action, and discussion on the Fiscal Year 2019 BVSWMA, Inc. Budget.

Bryan Griesbach, Executive Director, BVSWMA, Inc., presented the proposed 2019 BVSWMA, Inc. budget, which was considered and approved by the BVSWMA, Inc. Board on June 27, 2018. The FY2018 BVSWMA, Inc. proposed budget revenue is \$ \$8,639,880 and the total expenses are \$11,751,580. The proposed budget also reduces the gate rate for both owning cities from \$20.00 to \$18.50 per ton.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Harvell, the City Council voted six (6) for and none (0) opposed, to endorse the proposed FY19 BVSWMA Budget. The motion carried unanimously.

6. Presentation, possible action, and discussion on the Texas Weekend of Remembrance 2018 special event that took place May 25-27, 2018 (Memorial Day Weekend).

David Schmitz, Parks & Recreation Director, provided Council a brief update on the 2018 event and outline potential changes for the 2019 event. Mr. Schmitz stated that the Texas Weekend of Remembrance is a time for military members, veterans, and their families to come together and honor the memory of their lost loved ones through camaraderie and commemoration of their sacrifice. The event is a precursor to Memorial Day and allows everyone to show their pride and respect to the men and women who have paid the ultimate price. The Parks and Recreation staff, local and non-local veterans, military personnel, and TAMU staff recommend approval of Texas Weekend of Remembrance to continue with the planning process for 2019.

Council directed staff to scale down and move forward.

Mayor Mooney recessed the Workshop at 6:08 p.m.

Workshop reconvened at 7:17 p.m.

7. Presentation, possible action, and discussion concerning potential charter amendments that may be included in a November 6, 2018, charter amendment special election.

Carla Robinson, City Attorney, provided a brief overview of the potential charter amendments that City Council directed the City Attorney and City Secretary to review on April 12, 2018. As part of the review, the Council suggested consideration of expanding the requirement that the City Manager and City Attorney reside within the city limits to allow residence in the City's ETJ. Mrs. Robinson stated that in addition to the City Attorney and the City Secretary, the City Manager's Office and department directors reviewed the current charter and made suggestions for changes. Should the Council decide to call a special charter amendment election for November 6, 2018, the ordinance calling the election will be presented at the August 9, 2018, Regular Meeting for the Council's action.

The following changes were presented for ballot language and are proposed for the Council's consideration:

1. Elections to be held in even-numbered years with the Mayor and City Council serving four year term lengths for consecutive terms of no more than eight years.
2. The City Manager and City Attorney to reside either within the corporate limits or extraterritorial jurisdiction of College Station.
3. Provide process for filling a vacancy on the City Council for an unexpired term of twelve months or less.

4. Appointment by City Council of an Internal Auditor to be mandatory.
5. Add language to allow College Station to satisfy notice requirements for competitive sealed bidding and competitive sealed proposals by either publishing in a newspaper or posting on a designated online bidding website.

Council recommended No. 1, 3, 4 and 5 proposed ballot language for a November 2018 Charter Amendment Election as stated above.

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 Walk with the Mayor.

Councilmember Moore reported on the Budget and Finance Committee.

9. Adjournment

There being no further business, Mayor Mooney adjourned the workshop of the College Station City Council at 8:23 p.m. on Thursday, July 26, 2018.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
JULY 26, 2018

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick – via remote

Jerome Rektorik - absent

Linda Harvell

Barry Moore

John Nichols

James Benham – via remote

City Staff:

Jeff Capps, Interim City Manager

Jeff Kersten, Assistant City Manager

Carla Robinson, City Attorney

Tanya Smith, City Secretary

Ian Whittenton, Deputy City Secretary

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Mooney at 6:13 p.m. on Thursday, July 26, 2018 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

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

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

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

Gerald Burgner, Historic Preservation Committee Chair, provided a brief overview of the Historic Marker program. Mayor Mooney and Linda Harvell presented Historical Marker #10 to representatives of St. Matthew Baptist Church located at 409 Holleman Drive, Marker #11 to Pleasant Grove Baptist Church located at 1216 Detroit Street, Marker #94 to Sterling Whitley for a residence located at 500 Holleman Drive, Marker #95 to Thomas & Sharon Merchant for a residence located at 1102 Detroit Street, Marker # 96 to Bobby Searcy & Adrian Merchant for a residence located at 1106 Phoenix Street, and Marker #97 to Rudell Baker-Wilson for a residence located at 1202 Phoenix Street. Also present were members of the Historical Preservation Committee.

Hear Visitors Comments

Ann Marsh, Chimney Hill, came before the council to make suggestion to help solve garbage can problems with property managers and/or owners of rental property. Ms. Marsh stated notifying property managers, and property owners for every citation, and summon the property managers, and property owners in a timely manner.

CONSENT AGENDA

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

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

2b. Presentation, possible action, and discussion on Resolution No. 07-26-18-2b 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.

2c. 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.

2d. 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.

2e. Presentation, possible action, and discussion regarding approval of a real estate contract 18300607 with Aggieldand Properties, Inc. for the purchase of land needed for the SH 47 Electric Substation Project.

2f. 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.

2g. 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.

2h. 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.

2i. Presentation, possible action, and discussion on Ordinance No. 2018-4027 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 Any time," 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.

2j. Presentation, possible action, and discussion on Ordinance No. 2018-4028 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.

2k. Presentation, possible action, and discussion on Ordinance No. 2018-4029 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.

2l. 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.

2m. 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.

2n. 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.

2o. 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.

2p. 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.

2q. 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.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Moore, the City Council voted six (6) for and none (0) opposed, to approve the Consent Agenda, with the exception of 2p, which was moved to August 9, 2018. The motion carried unanimously.

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion regarding Ordinance No. 2018-4030 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.

Tanya Smith, City Secretary, provided an overview on the number of citizens applying to serve on various city boards, commissions, and committees, which has gradually declined. Staff recommended modifying 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.

Mrs. Smith explained the proposed changes in the draft ordinance amend the terms and term limits to 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. Because the UDO requires the Planning and Zoning Commission to consider and make a report to the City Council regarding any proposed amendments to the UDO, this item was presented to the Planning and Zoning Commission at the July 19, 2018 and voted 6-0 to recommend approval.

At approximately 6:50 p.m., Mayor Mooney opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 6:50 p.m.

MOTION: Upon a motion made by Councilmember Moore and a second by Councilmember Harvell, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance No. 2018-4030 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. The motion carried unanimously.

2. 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.

David Schmitz, Parks and Recreation Director, stated, that the Fun for All Park Project was 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. Mr. Schmitz also stated that the funds have been received in the amount of \$1,000,000 from private citizens and charitable organizations and will be transferred to the City.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Moore, the City Council voted six (6) for and none (0) opposed, to approve the construction contract 18300589 with CRT GC, Inc., in the amount of \$942,123; for the construction of an all abilities park at Central Park. 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 were discussed.

5. Adjournment.

There being no further business, Mayor Mooney adjourned the Regular Meeting of the City Council at 7:10 p.m. on Thursday, July 26, 2018.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

Legislation Details (With Text)

File #:	18-0420	Version:	1	Name:	Ordering General Election (Solicitando Elecciones Generales)
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	6/22/2018	In control:		In control:	City Council Regular
On agenda:	8/9/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on an ordinance ordering a General and Special Election to be held on November 6, 2018 for the purpose of electing a City Council Member, Place 4, a City Council Member, Place 6, and to submit proposed amendments to the City Charter to the voters; establishing early voting locations and polling places for this election; and making provisions for conducting the election. (Presentación, posible acción y discusión acerca de una ordenanza que ordene Elecciones Generales y Especiales a celebrarse el 6 de noviembre de 2018 con el propósito de elegir un Miembro del Consejo de la Ciudad, Puesto Número 4, un Miembro del Consejo de la Ciudad, Puesto Número 6, y para presentarles a los votantes las enmiendas propuestas a los Estatutos de la Ciudad; estableciendo los sitios de votaciones anticipadas y los centros de votaciones para estas elecciones; y elaborando las provisiones para llevar a cabo las elecciones.)				
Sponsors:	Tanya Smith				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an ordinance ordering a General and Special Election to be held on November 6, 2018 for the purpose of electing a City Council Member, Place 4, a City Council Member, Place 6, and to submit proposed amendments to the City Charter to the voters; establishing early voting locations and polling places for this election; and making provisions for conducting the election. *(Presentación, posible acción y discusión acerca de una ordenanza que ordene Elecciones Generales y Especiales a celebrarse el 6 de noviembre de 2018 con el propósito de elegir un Miembro del Consejo de la Ciudad, Puesto Número 4, un Miembro del Consejo de la Ciudad, Puesto Número 6, y para presentarles a los votantes las enmiendas propuestas a los Estatutos de la Ciudad; estableciendo los sitios de votaciones anticipadas y los centros de votaciones para estas elecciones; y elaborando las provisiones para llevar a cabo las elecciones.)*

Relationship to Strategic Goals:

- Good Governance

Recommendation (Recomendación): Approve as presented to the City Council.
(Aprobar en cuanto sea presentado ante el Consejo de la Ciudad.)

Summary (Resumen): The ordinance calls a general and special election to be held on November 6, 2018 and provides a possible run-off date for December 11, 2018.
(La ordenanza convoca a elecciones generales y especiales para celebrarse el 6 de noviembre de 2018 y proporciona una fecha posible de segunda vuelta para el 11 de diciembre de 2018.)

Budget & Financial Summary (*Presupuesto y Resumen Financiero*): The Election Administrator provided a conservative estimate of \$80,000 for this year's election. The cost will be split among the entities on the ballot. This does not include the cost to publish the Notice of Election. The Notice must be published in English and Spanish and must appear in The Eagle and La Voz.

(El Administrador Electoral proporcionó una estimación conservadora de \$80,000 para las elecciones de este año. El costo se dividirá entre las entidades indicadas en la boleta de votación. Este cálculo no incluye el costo de publicar la Notificación de las Elecciones. La Notificación deberá ser publicada en inglés y en español y deberá aparecer en los periódicos The Eagle y La Voz.)

Attachments (*Documentos adjuntos*):

Ordinance is on file in the City Secretary's Office and will be presented at the August 9, 2018 City Council Meeting. *(La ordenanza está archivada en la Oficina del Secretario de la Ciudad y se presentará en la reunión del Consejo de la Ciudad del 9 de agosto de 2018.)*

Legislation Details (With Text)

File #:	18-0421	Version:	1	Name:	ILA with Brazos County for Election Services (Acuerdo Interlocal con el Condado de Brazos para los Servicios de Elecciones)
Type:	Agreement	Status:			Consent Agenda
File created:	6/22/2018	In control:			City Council Regular
On agenda:	8/9/2018	Final action:			
Title:	Presentation, possible action, and discussion on approving an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General and Special Election that will be held on Tuesday, November 6, 2018. (Presentación, posible acción y discusión acerca de una resolución que apruebe un acuerdo interlocal de gobierno con el Condado de Brazos para llevar a cabo y administrar las Elecciones Generales y Especiales de la Ciudad de College Station y para aprobar la Notificación de Elecciones Generales y Especiales que se celebrarán el martes 6 de noviembre de 2018.)				
Sponsors:	Tanya Smith				
Indexes:					
Code sections:					
Attachments:	ILA Election Agr 2018 signed ILA Election Agr 2018 Spanish signed				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approving an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General and Special Election that will be held on Tuesday, November 6, 2018. (*Presentación, posible acción y discusión acerca de una resolución que apruebe un acuerdo interlocal de gobierno con el Condado de Brazos para llevar a cabo y administrar las Elecciones Generales y Especiales de la Ciudad de College Station y para aprobar la Notificación de Elecciones Generales y Especiales que se celebrarán el martes 6 de noviembre de 2018.*)

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): (Recomendación): Approve as presented to the City Council. (*Aprobar en cuanto sea presentado ante el Consejo de la Ciudad.*)

Summary: (Resumen): A General and Special Election will be held on November 6, 2018 for the purpose of electing a City Council Member Place 4, a City Council Member Place 6, and submitting five (5) proposed amendments to the City Charter. (*Se celebrarán Elecciones Generales y Especiales el 6 de noviembre de 2018 para el propósito de elegir a un Miembro del Consejo para el Puesto No. 4, a un Miembro del Consejo para el Puesto No. 6, y presentar cinco (5) propuestas de enmienda a los Estatutos de la Ciudad.*)

Budget & Financial Summary: (Presupuesto y Resumen Financiero): The Election Administrator provided a conservative estimate of \$80,000 for this year's election. The cost will be split among the entities on the ballot. This does not include the cost to publish the Notice of Election. The Notice must be published in English and Spanish and must appear in The Eagle and La Voz. *(El Administrador Electoral proporcionó una estimación conservadora de \$80,000 para las elecciones de este año. El costo se dividirá entre las entidades indicadas en la boleta de votación. Este cálculo no incluye el costo de publicar la Notificación de las Elecciones. La Notificación deberá ser publicada en inglés y en español y deberá aparecer en los periódicos The Eagle y La Voz.)*

Attachments: (Documentos adjuntos):

- Interlocal Agreement with Brazos County *(Acuerdo Interlocal con el Condado de Brazos)*
**Legal has reviewed and approved. *(La oficina de asuntos legales ha revisado y ha aprobado lo mencionado anteriormente.)*

INTERLOCAL GOVERNMENT AGREEMENT
Joint Election

This agreement is made this _____ day of _____, 2018, by and between Brazos County ("the County") and the City of College Station ("the City").

WHEREAS, Brazos County will conduct general and special elections on Tuesday, November 6, 2018; and

WHEREAS, the City of College Station will call for a general and special municipal election to be held within the city limits of College Station, Texas, on November 6, 2018; and

WHEREAS, Brazos County and the City of College Station will hold elections on the same day; and

WHEREAS, the parties to this agreement desire that a joint election be held that is cost effective and convenient for the voters of the entities;

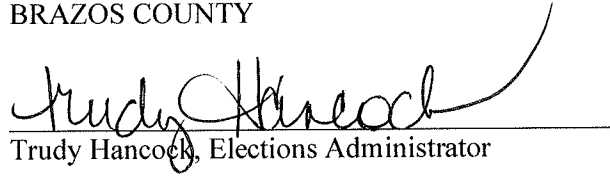
NOW, THEREFORE, IT IS AGREED that a joint election will be held by the County and the City under the following terms and conditions, and the parties hereto agree with said conditions:

1. That there shall be one ballot that contains all appropriate races and propositions available for qualified voters of the two entities.
2. That there shall be one set of voting equipment to be used at the common polling places.
3. That election forms be used and records be maintained in a manner convenient and adequate to record and report the results of the election for the County and the City.
4. That the joint tabulation of the precinct results shall be in a manner to facilitate the independent canvass of returns by the two entities.
5. That each entity shall be responsible for the preparation, publication and Spanish translations of its own Notice of Election and Order of Election.
6. That the implementation, conduct and management of said election shall be by the Brazos County Elections Administrator. The Brazos County Elections Administrator is hereby designated as the Chief Election Official and Early Voting Clerk for the two entities for the elections to be held on November 6, 2018. The implementation, conduct and management of the election shall include, but not be limited to:
 - A. The securing of qualified individuals to serve as election judges for each polling place.
 - B. The securing of locations and facilities where the election is to be conducted.

- C. The securing of the election materials and supplies requisite to the proper administration of the election, and the programming and preparation of DRE voting equipment to be used in the election.
 - D. The securing of a contract with an independent, qualified contractor for election services and supplies.
 - E. The Brazos County Elections Administrator will be responsible for the conduct of joint early voting by personal appearance and by mail, with the City Secretary serving as Joint Early Voting Clerk.
7. The amount to be paid by the City to the County for services rendered by the County in the November 6, 2018, election is:
- A. Brazos County will first fund all costs in full, other than the publication of each entity's Notice of Election.
 - B. The City of College Station will reimburse the County for certain costs as follows:
 - 1. One-fifth (1/5) the cost for payment of the early voting election workers.
 - 2. One-fifth (1/5) the cost paid to an independent, qualified contractor for election services and supplies.
 - 3. Each entity shall fund one-fifth (1/5) the expenses of the election day polling places at vote centers as approved by the Secretary of State's Office.
 - 4. One-fifth (1/5) of the cost of publication for all jointly required notices.
 - 5. The cost of rental of two (2) DRE voting equipment used in the precinct in which the City has items appearing on the ballot for that precinct.
 - 6. One-fifth (1/5) the cost of the Early Ballot Board, Central Counting Station, the tabulation supervisor and data processing manager.
 - 7. Administrative fee of 10% for the City's portion of expenses as allowed in the Texas Election Code.
8. Should any of the five governmental entities that hold elections on the uniform election date (Brazos County, City of Bryan, City of College Station, Bryan ISD, or College Station ISD) cancel all or part of their elections, then the distribution of expenses above shall be prorated accordingly.
9. The financial obligations of the parties under this agreement are payable from current revenues of the respective parties.
10. That the undersigned are the duly authorized representatives of the parties' governing bodies, and their signatures represent adoption and acceptance of the terms and conditions of this agreement.

APPROVED AND AGREED this _____ day of _____, 2018.

BRAZOS COUNTY


Trudy Hancock, Elections Administrator

CITY OF COLLEGE STATION

Mayor

City Attorney

Attest:

City Secretary

ACUERDO DE GOBIERNO INTERLOCAL

Elecciones Conjuntas

El presente acuerdo se realiza el ____ del mes de ____ de 2018, por y entre el Condado de Brazos (“el Condado”) y la Ciudad de College Station (“la Ciudad”).

CONSIDERANDO que el Condado de Brazos celebrará elecciones generales y especiales el día martes 6 de noviembre de 2018; y

CONSIDERANDO que la Ciudad de College Station ha convocado Elecciones Municipales Generales y Especiales para realizarse dentro de los límites de la ciudad de College Station, Texas, el 6 de noviembre de 2018; y

CONSIDERANDO que el Condado de Brazos y la Ciudad de College Station celebrarán elecciones el mismo día; y

CONSIDERANDO que las partes de este acuerdo desean celebrar elecciones conjuntas para que les sea conveniente y costo-efectivo a los votantes de ambas entidades;

AHORA, POR LO TANTO, SE ACUERDA que el Condado y la Ciudad celebrarán elecciones conjuntas bajo los términos y condiciones siguientes, y que las partes presentes están de acuerdo con dichas condiciones:

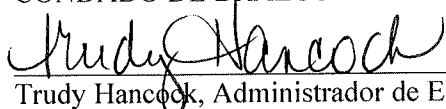
1. Que habrá una boleta que contenga todas las nominaciones apropiadas y las propuestas disponibles para los votantes calificados de ambas entidades.
2. Que habrá un juego de equipo necesario para las votaciones a ser utilizado en los centros de votaciones comunes.
3. Que los formularios de elecciones utilizados y los registros llevados deberán mantenerse de una manera conveniente y adecuada para registrar y reportar los resultados de las elecciones para el Condado y para la Ciudad.
4. Que la tabulación conjunta de los resultados de los distritos se hará de una manera que facilite el escrutinio de los votos de forma independiente para ambas entidades.
5. Que cada entidad será responsable de la preparación, publicación y traducción al idioma español de sus propios documentos denominados Notificación de Elecciones y Orden de Elecciones.
6. Que la implementación, realización y manejo de dichas elecciones será dirigida por el Administrador de Elecciones del Condado de Brazos. El Administrador de Elecciones del Condado de Brazos es nombrado, por el presente acuerdo, el Oficial Encargado de las Elecciones y será el Oficial de la Elecciones Tempranas para ambas entidades, para las elecciones a celebrarse el 6 de noviembre de 2018. La implementación, realización y manejo de las elecciones incluirá, pero no se limitará a lo siguiente:
 - A. Conseguir individuos calificados para servir como jueces de las elecciones para cada centro de votaciones.

- B. Conseguir los lugares y las instalaciones donde se realizarán las elecciones.
 - C. Conseguir los materiales de elecciones y demás materiales requeridos para administrar apropiadamente las elecciones, y la programación y preparación del equipo de votaciones DRE a ser utilizado en las elecciones.
 - D. Conseguir un contrato con un contratista independiente y calificado para los servicios y materiales necesarios para las elecciones.
 - E. El Oficial del Condado de Brazos será el responsable de dirigir las votaciones tempranas conjuntas en persona y por correo con Secretaria de la Ciudad sirviendo como la votación temprana conjunto.
7. La cantidad que la Ciudad le deberá pagar al Condado por servicios ofrecidos por el Condado en las elecciones del 6 de noviembre de 2018 se detalla a continuación:
- A. El Condado de Brazos primero pondrá todos los fondos menos la publicación de la Notificación de Elecciones que deberá hacer cada entidad.
 - B. La Ciudad de College Station le reembolsará al Condado ciertos costos como se detalla a continuación:
 - 1. Un quinto (1/5) del costo del pago a los empleados contratados para las elecciones tempranas. Los centros de votaciones serán: El Edificio Administrativo del Condado de Brazos [*Brazos County Administration Building*], El Salón Arena [*Arena Hall*], la Iglesia Bautista Galilee [*Galilee Baptist Church*], el Centro Conmemorativo Estudiantil [*Memorial Student Center*], y el Edificio de Conferencias y Capacitación de la Empresa Eléctrica de College Station [*College Station Utilities Meeting and Training facility*].
 - 2. Un quinto (1/5) del costo pagado a la compañía *Texas Voting Systems* por materiales y servicios prestados para las elecciones.
 - 3. Cada entidad deberá financiar un quinto (1/5) de los gastos de los lugares de votación el día de las elecciones en los centros de voto según lo aprobado por la oficina de la Secretaria de la Ciudad.
 - 4. Un quinto (1/5) del costo de las publicaciones de todas las notificaciones conjuntas necesarias.
 - 5. El costo de dos (2) equipos para votaciones DRE alquilados para ser utilizados en los distritos en los cuales la Ciudad tiene nominaciones que aparecen en la boleta para ese distrito.
 - 6. Un quinto (1/5) del costo del pago remunerado de la Junta de Boleta de Elecciones Tempranas, de la Estación Central de Conteo, del supervisor de tabulación y del gerente de procesamiento de datos.

7. La cuota administrativa del 10% por la parte de los gastos de la Ciudad como lo es permitido en el Código de Elecciones de Texas.
8. Si alguna de las cinco entidades gubernamentales que celebra elecciones en la fecha uniforme (Condado de Brazos, Ciudad de Bryan, Ciudad de College Station, Distrito Escolar Independiente de Bryan, Distrito Escolar Independiente de College Station) cancela toda o parte de las elecciones, entonces la distribución de los gastos mencionados anteriormente será prorrateada como corresponde.
9. Las obligaciones financieras de las partes bajo este acuerdo se pagarán de los ingresos actuales de las partes respectivas.
10. Que los que firman a continuación son los representantes debidamente autorizados por los entes reguladores de ambas entidades, y que sus firmas representan la adopción y aceptación de los términos y condiciones de este acuerdo.

APPROBADO Y ACORDADO el _____ día del mes de _____ de 2018.

CONDADO DE BRAZOS


Trudy Hancock, Administrador de Elecciones

CIUDAD DE COLLEGE STATION

Alcalde

Doy fe:

Secretaria de la Ciudad

Aprobada:

Abogada de la Ciudad



Legislation Details (With Text)

File #:	18-0494	Version:	1	Name:	
Type:	Contract	Status:		Consent Agenda	
File created:	7/19/2018	In control:		City Council Regular	
On agenda:	8/9/2018	Final action:			
Title:	Presentation, possible action, and discussion regarding approval of the resolution of the interlocal agreement with the City of Bryan, City of Brenham, Brazos County, Washington County, Texas A&M University, Grimes County and Brazos Valley Council of Governments; designating the Brazos Valley Council of Governments as the Managing Entity for the Brazos Valley Wide Area Communications System (BVWACS).				
Sponsors:	Erin Provazek				
Indexes:					
Code sections:					
Attachments:	BVWACS Managing Entity ILA Resolution.pdf College Station - BVCOG BVWACS Managing Entity Agreement.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of the resolution of the interlocal agreement with the City of Bryan, City of Brenham, Brazos County, Washington County, Texas A&M University, Grimes County and Brazos Valley Council of Governments; designating the Brazos Valley Council of Governments as the Managing Entity for the Brazos Valley Wide Area Communications System (BVWACS).

Relationship to Strategic Goals: Core Services and Infrastructure

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

Summary: This resolution renews for an additional five years the interlocal agreement designating the Brazos Valley Council of Governments as the Managing Entity for the Brazos Valley Wide Area Communications System (BVWACS) and supports and complements the adoption of the second restatement of the interlocal agreement continuing the BVWACS (approved by Council on May 24, 2018). The current ILA expires on September 30, 2018.

The ILA was approved by the BVWACS Governing Board for submission to the BVWACS Parties on July 18, 2018.

Budget & Financial Summary:

Annual funding for BVWACS Operations and Capital Expenses is included in the IT Department Operating Budget. FY19 Operating and Capital Expenses were approved by Council on May 14, 2018.

Attachments:

(1) BVWACS Managing Entity ILA Resolution

(2) BVCOG BVWACS Managing Entity Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AN INTERLOCAL AGREEMENT AMONG THE CITY OF BRYAN, CITY OF BRENHAM, BRAZOS COUNTY, WASHINGTON COUNTY, TEXAS A&M UNIVERSITY, GRIMES COUNTY AND BRAZOS VALLEY COUNCIL OF GOVERNMENTS TO DESIGNATE THE BRAZOS VALLEY COUNCIL OF GOVERNMENTS AS THE MANAGING ENTITY OF THE BRAZOS VALLEY WIDE AREA COMMUNICATIONS SYSTEM

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to perform governmental functions or services; and

WHEREAS, the City of College Station, City of Bryan, City of Brenham, Brazos County, Washington County, Grimes County and Texas A&M University entered into an Interlocal Agreement for interoperable radio and data communications known as the Brazos Valley Wide Area Communications System (“BVWACS Agreement”); and

WHEREAS, the Brazos Valley Council of Governments (“BVCOG”) and the parties to the BVWACS Agreement, including the City of College Station, desire the BVCOG to act as the managing entity to manage and operate such interoperable radio and data communications system pursuant to provisions of the BVWACS Agreement and pursuant to provisions of the Interlocal Cooperation Act; 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 Interlocal Agreement among the City of Bryan, City of Brenham, Brazos County, Washington County, Texas A&M University, and Brazos Valley Council of Governments designating the Brazos Valley Council of Governments as the Managing Entity for the Brazos Valley Wide Area Communications System. A copy of such agreement is attached hereto as Exhibit “A” and incorporated herein.

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

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT "A"



**Interlocal Agreement
For Managing Entity by the BVCOG
for the Brazos Valley Wide Area Communications System**

THIS INTERLOCAL AGREEMENT (“ILA”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and among the Brazos Valley Council of Governments, hereinafter referred to as “BVCOG,” and the City of Bryan, City of College Station, City of Brenham, Brazos County, Washington County, Grimes County, and Texas A & M University, all political subdivisions or agencies of the state of Texas.

WHEREAS, the Brazos Valley Council of Governments (the “BVCOG”) is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Interlocal Cooperation Act codified in Chapter 791 Texas Government Code, the BVCOG is authorized to contract with eligible entities to perform governmental functions and services; and

WHEREAS, the City of Bryan, City of College Station, City of Brenham, Brazos County, Washington County, Grimes County, and Texas A & M University, collectively hereinafter sometimes referred to as the “BVWACS Parties” have entered into the Second Restatement of the Interlocal Agreement for the Construction, Acquisition, Implementation, Operation and Maintenance of the Brazos Valley Wide Area Communications System to create and maintain an interoperable radio and data communications system (the “BVWACS Agreement”); and

WHEREAS, the BVWACS Parties desire the BVCOG to supervise the performance of the BVWACS Agreement; and

WHEREAS, the BVCOG desires to undertake the supervision of the performance of the BVWACS Agreement as set forth in this Agreement;

NOW, THEREFORE, BVCOG and the BVWACS Parties do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The BVCOG represents that it is eligible to contract with the BVWACS Parties under the Interlocal Cooperation Act for the purposes recited herein because it is a local government and it possesses adequate legal authority to enter into this Agreement. Likewise, the BVWACS Parties represent that they, too, are each local governments or political subdivisions eligible to enter into this Agreement for the purposes recited herein.

ARTICLE 2: APPLICABLE LAWS

The BVCOG and the BVWACS Parties agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement. This includes applicable laws relating to purchasing and bidding of products and services, maintenance of open records and use of the Brazos Valley Wide Area Communications System in accordance with Federal Communications Commission rules. A party to this Agreement is financially responsible for any FCC penalties, fines or other financial encumbrances or penalties caused by the actions of its agents, employees or representatives.

ARTICLE 3: WHOLE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete agreement among the parties hereto, and supersede any and all oral and written agreements among the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when approved by the governing body of the last party which approval makes the Agreement go into effect on October 1, 2018, whichever occurs latest. It shall remain effective until September 30, 2023, subject to the rights of termination set forth herein. The conditions set forth below shall apply unless modified or terminated in accordance with the provisions hereof.

ARTICLE 5: SCOPE OF SERVICES

The BVCOG agrees to perform as the BVWACS Managing Entity certain services for the BVWACS Parties as set forth in Exhibit “A-1” at specified rates and costs as set forth in Exhibit “A-2”. (A sample form Exhibit “A-2” is attached hereto.) Exhibit “A-2” shall be reviewed annually and may be amended in conjunction with the BVWACS fiscal year budget adoption process, to be adopted effective on the 1st day of October of each year during the Term of this Agreement.

The BVCOG will assist the BVWACS Parties in managing grant funds as set forth in Exhibit “A-1”. Nothing herein shall make the BVCOG responsible for providing funding for various projects associated with such grant or programs in the event of a shortfall.

ARTICLE 6: PAYMENTS

Pursuant to the BVWACS Agreement, upon delivery of goods or services provided and upon presentation of properly documented statements on a quarterly basis to each of the BVWACS Parties for their proportionate share of same, each BVWACS Party shall promptly in accordance with the BVWACS Agreement pay the BVCOG the full amount of its respective share. All payments for goods or services will be made from current revenues available to the BVWACS Parties.

ARTICLE 7: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all the parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 8: TERMINATION PROCEDURES

The BVCOG or the BVWACS Parties may cancel this Agreement at any time upon ninety (90) days written notice by certified mail to the other parties to this Agreement. The obligations of the BVWACS Parties and of the BVCOG, including obligations to pay any invoices outstanding for goods and/or services purchased under this Agreement, shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the responsible party.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that any party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

ARTICLE 11: CONSENT TO SUIT

Nothing in this Agreement will be construed as a waiver or relinquishment by any party of its right to claim such exemptions, privileges and immunities as may be provided by law.

ARTICLE 12: NOTICES

Notices required under this Agreement must be in writing and delivered personally or sent by certified US Mail, postage prepaid, addressed to such party at the following respective addresses:

Brazos Valley Council of Governments:

Attention: Executive Director
P.O. Box 4128
Offices: 3991 East 29th St.
Bryan, Texas 77805-4128

City:

City of Bryan
Attention: City Manager, with a copy to the City Attorney
P. O. Box 1000
Bryan, TX 77805

City:

City of College Station
Attention: City Manager, with a copy to the City Attorney
P. O. Box 9960
College Station, TX 77842

City:

City of Brenham
Attention: City Manager, with a copy to the City Attorney
200 West Vulcan Street
PO Box 1059
Brenham, TX 77834

County:

Brazos County
Attention: County Judge, with a copy to County Attorney
200 S. Texas Avenue
Suite 332
Bryan, TX 77803

County:

Washington County
Attention: County Judge, with a copy to County Attorney
100 East Main Street
Suite 104
Brenham, TX 77833

Texas A & M University:

Texas A & M University
Attention: Vice President and Associate Provost
For Information Technology and Chief Information Officer
1365 TAMU
College Station, TX 77843-1365

County:

Grimes County
Attention: County Judge, with a copy to County Attorney
100 Main Street
Anderson, TX 77830

ARTICLE 13: MISCELLANEOUS

a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Brazos County, Texas.

b. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter.

c. No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all the parties.

d. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.

e. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof.

f. This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of all the other parties to this Agreement.

g. This Agreement is effective as of the effective date set forth above. This Agreement may be executed simultaneously in one or several counterparts, each of which is deemed to be an original and all of which together constitute one and the same instrument. The counterparts may be signed in multiple originals to allow each party to have an originally signed counterpart for each party. The Agreement has been executed in multiple originals, each having equal force and effect, on behalf of the parties.

Exhibit A-1

SCOPE OF SERVICES

The BVCOG shall perform the following services at the following rates for the BVWACS Parties as the Managing Entity pursuant to the BVWACS Agreement:

1. Perform as Managing Entity as set forth in the BVWACS Agreement. This includes the following:
 - a. Overall management. To manage the BVWACS on a day to day basis. Responsibilities include specific duties outlined in the BVWACS Agreement plus any other duties as determined by the Governing Board created under such Agreement.
 - b. Management. Perform ongoing management of the construction, acquisition, implementation, operation and maintenance of the BVWACS;
 - c. Coordination with other radio systems. Serve as principle coordinator with other radio systems as determined by the Governing Board;
 - d. Minutes. Maintain minutes of the Governing Board and Operating Board meetings;
 - e. Recommendations. Make recommendations to the Operating Board regarding proper performance of the BVWACS under the terms of this Agreement;
 - f. Supervision. Supervise additional Employees as applicable;
 - g. Dispute Resolution. Assist in the administrative dispute process as set out elsewhere in this Agreement.
 - h. Agreement copy. Maintain and make available at all reasonable times to the Operating Board and to the Governing Board a current copy of this Agreement, including any amendments and the most current version of all Exhibits together with copies of the most current versions of any subsequently developed operating procedures or standards;
 - i. Financial Responsibilities. Reconcile the budget on a quarterly basis or as requested by the Governing Board. Prepare draft budget, coordinate purchasing, conduct inventories, assist with any audits and handle such other fiscal matters as may be directed by the Governing Board;
 - j. Reports. Provide such performance reports, projection reports and other reports regarding the technical, operational, fiscal and other aspects of the BVWACS as required by the Governing Board or Operating Board;
 - k. Record Keeping. Maintain and keep current all records, legal documents, contracts, manuals, warranties, etc. relating to the BVWACS and make same available for review by any of the Parties upon request;
 - l. Contract Administration. Administer all contracts for the construction, acquisition, implementation, operation and maintenance of the BVWACS;
 - m. Project Management. Oversee the management of all projects relating to the construction, acquisition and implementation of Infrastructure and Improvements to the BVWACS;
 - n. Standard Operating Procedures. Develop, distribute and keep current standard operating procedures for the BVWACS as directed by the Operating Board;
 - o. BVWACS Availability. Ensure operational and technical availability of the BVWACS features to the Parties and Associates in accordance with the goals and objectives set forth herein and that support interaction and communications with other public safety radio systems;

p. Grant Administration. Oversee the application, administration and financial management of grant funding programs available for the construction, acquisition, implementation, operation and maintenance of the BVWACS. This includes performing as a recipient or sub-recipient for the BVWACS Parties in relation to such grant programs, and such other duties as set out below.

2. Perform Grant Administration, including the following:

- a. Procurement and evaluation responses resulting in specific recommendations to the BVWACS Governing Board for the execution of grants and contracts, including receipt of funds;
- b. Recommendation to the BVWACS Governing Board for the award of subcontracts for the provision of the services set forth for covered programs that have been approved in accordance with the BVWACS Agreement;
- c. Management, administration, and oversight of subcontracts and subcontractors' performance, including for contracts for planning, evaluation, and monitoring;
- d. Payment of all authorized grant program expenses, whether for staff or administrative services, participant support costs, authorized subcontracted services, participant wages or stipends, or other costs incurred in the implementation of programs;
- e. Reimbursement of any questioned or disallowed costs will first be demanded from the subcontractor where the costs occurred, and making recommendations regarding possible solutions;
- f. Maintenance of financial and grant participant information records;
- g. Preparation and delivery of such reports and invoices for funds as are required by the state and federal rules, regulations, and administrative policies applicable to the program covered under the statutes;
- h. Preparation of a budget for Grant Recipient/Fiscal Agent;
- i. Authority to procure service providers for services authorized in the adopted and approved annual plans for the covered grant programs;; and
- j. Provision of other duties that may be required by changes in state and/or federal rules, regulations, and/or policies that are applicable to the covered grant program.

3. Exclusion from scope of services:

- a. Conveyance of interests in real property. This does not prohibit the provision of services relating to property acquisition, such as oversight of surveys, title work, appraisals, etc.

EXHIBIT A-2

Description	Approved FY2018
Capital Fund Contributions	\$ 310,131.13
Expenses	
Salary - System Manager	\$ 92,881.80
Salary - BVCOG Misc	\$ 6,210.00
Salary Total	\$ 99,091.80
Benefits Total	\$ 26,910.00
General, Administrative, & Maintenance Expense	
Consulting Fees *Other Admin*	\$ -
Professional Fees *Other Admin*	\$ -
Audit Expense *Other Admin*	\$ 2,181.90
Travel Expense	\$ 8,000.00
Maintenance, Motorola	\$ 173,211.72
Maintenance, Harris County	\$ 120,717.84
Maintenance, General *Contingency*	\$ 25,000.00
Supply Expense *Other Admin*	\$ -
Copier Expense *Postage & Printing*	\$ 350.00
Maintenance, Data Connectivity	\$ 75,000.00
Telephone Expense	\$ 1,800.00
Postage Expense *Postage & Printing*	\$ 75.00
Insurance, General	\$ 6,000.00
Training and Meeting Expense *Other Admin*	\$ 2,750.00
General, Admin, & Maintenance Expense Total	\$ 415,086.46
Indirect	
Indirect Cost Expense	\$ 16,732.58
ISF	
Accounting Service ISF	\$ 8,675.65
System Administration ISF	\$ 9,766.60
Copy/Fax Service ISF	\$ 446.77
Human Resource Management ISF	\$ 7,376.90
Office Space ISF	\$ 7,273.00
Receptionist/Internet/Local Phone ISF	\$ 2,181.90
ISF Total	\$ 35,720.82
Annual Operating & Maintenance Total	\$ 593,541.66
Annual Operating, Maintenance, & Capital Total	\$ 903,672.79

FY2018 Proposed + Grimes County																				
Capital Equipment. Replacement Reserve																				
Current Balance	\$	805,314.94																		
<table> <tr> <th colspan="3">Contributions</th></tr> <tr> <td>FY14</td><td>\$</td><td>232,323.00</td></tr> <tr> <td>FY15</td><td>\$</td><td>194,261.00</td></tr> <tr> <td>FY16</td><td>\$</td><td>310,131.13</td></tr> <tr> <td>FY17</td><td>\$</td><td>310,131.13</td></tr> <tr> <td>Proposed FY18</td><td>\$</td><td>310,131.13</td></tr> </table>			Contributions			FY14	\$	232,323.00	FY15	\$	194,261.00	FY16	\$	310,131.13	FY17	\$	310,131.13	Proposed FY18	\$	310,131.13
Contributions																				
FY14	\$	232,323.00																		
FY15	\$	194,261.00																		
FY16	\$	310,131.13																		
FY17	\$	310,131.13																		
Proposed FY18	\$	310,131.13																		
FY2018 Balance After 10/1/2017	\$	1,115,446.07																		

CITY OF COLLEGE STATION

Mayor Karl Mooney

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager / CFO

Date: _____

CITY OF COLLEGE STATION

Mayor Karl Mooney

Date:_____

ATTEST:

City Secretary

Date:_____

APPROVED:

City Manager

Date:_____

City Attorney

Date:_____

Assistant City Manager / CFO

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Mayor Karl Mooney

Date:_____

ATTEST:

City Secretary

Date:_____

APPROVED:

City Manager

Date:_____

City Attorney

Date:_____

Assistant City Manager / CFO

Date:_____



Legislation Details (With Text)

File #:	18-0448	Version:	1	Name:	SH 6 Water Line Phases 1 and 2
Type:	Contract	Status:		Status:	Consent Agenda
File created:	6/29/2018	In control:		In control:	City Council Regular
On agenda:	8/9/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on a construction contract 18300500 with Kieschnick General Contractors, in the amount of \$830,078 for the construction of the State Highway 6 waterline phases I and II.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	SH 6 Water Line Project Map				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a construction contract 18300500 with Kieschnick General Contractors, in the amount of \$830,078 for the construction of the State Highway 6 waterline phases I and II.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

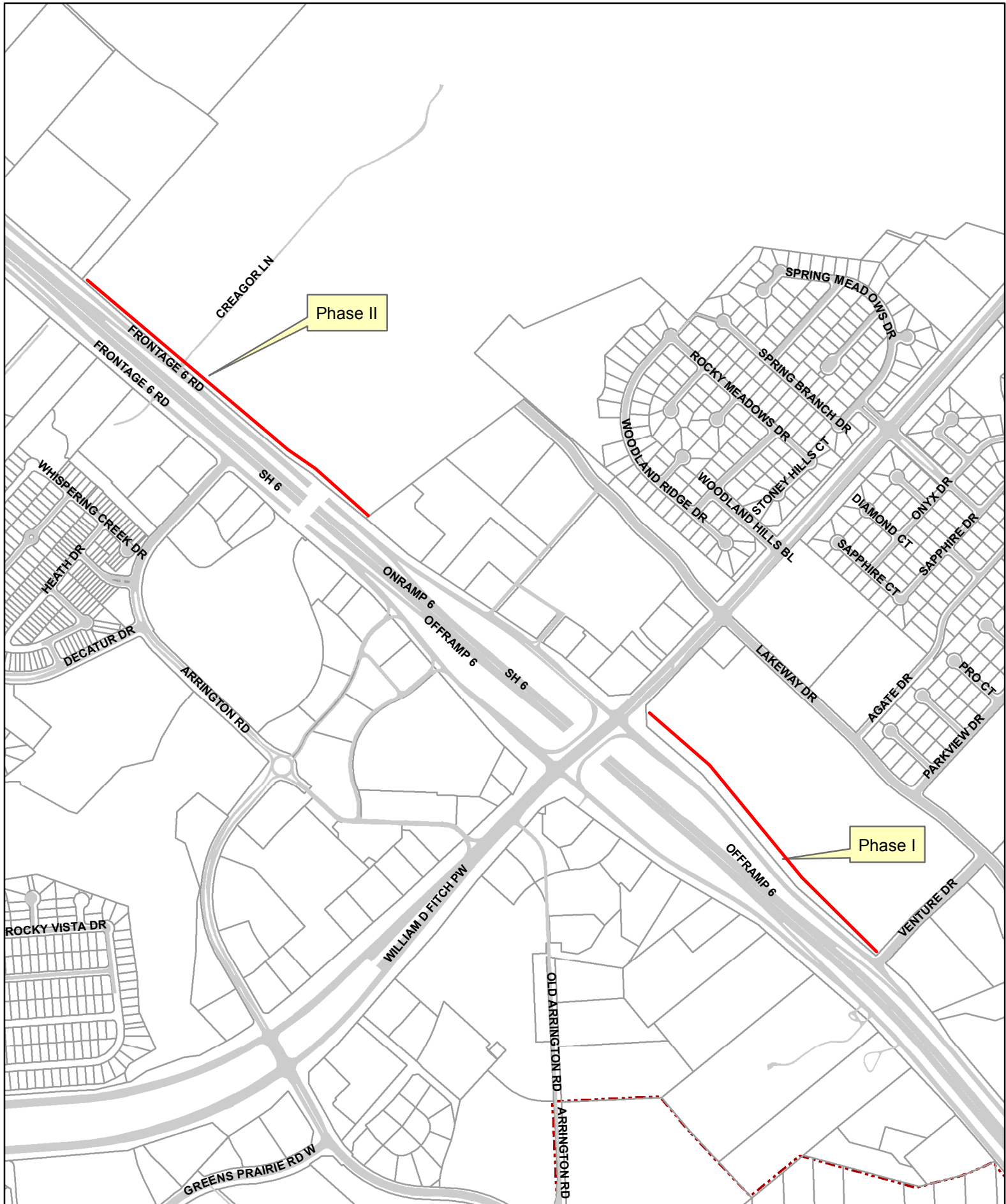
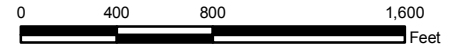
Summary: This project includes the construction of two sections of 24-inch waterline along the northbound frontage road of State Highway 6. Phase I extends from the intersection of State Highway 6 and William D. Fitch, south to Venture Drive. Phase II extends from the future intersection of Pebble Creek Parkway, near the Christ United Methodist Church, south to the St. Joseph Urgent Care Center.

Budget & Financial Summary: Funds in the amount of \$1,600,000 are budgeted for these projects in the Water Capital Improvement Projects Fund. \$154,265.25 has been expended or committed to date, leaving a balance of \$1,445,734.75.

Attachments:

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

Project Map





Legislation Details (With Text)

File #:	18-0480	Version:	1	Name:	Calling Public Hearing on FY2018/2019 Proposed Budget
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	7/12/2018	In control:		In control:	City Council Regular
On agenda:	8/9/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on calling a public hearing on the City of College Station FY 2018-2019 Proposed Budget for Thursday, September 13, 2018 at 6:00 PM in the City Hall Council Chambers.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on calling a public hearing on the City of College Station FY 2018-2019 Proposed Budget for Thursday, September 13, 2018 at 6:00 PM in the City Hall Council Chambers.

Recommendation(s): Staff recommends the City Council call a public hearing on the City of College Station FY 2018-2019 Proposed Budget for Thursday, September 13, 2018 at 6:00 PM in the City Hall Council Chambers.

Summary: State law says that notice of the public hearing on the budget must be made no less than 10 days prior to the meeting for the public hearing. After the public hearing the Council may insert or delete items or may increase or decrease items so long as the total of any increases or insertions do not increase the total budget by 3% or more.

Budget & Financial Summary: The proposed budget will be available for review.

Review and Approved by Legal: N/A

Attachments:
N/A



Legislation Details (With Text)

File #:	18-0486	Version:	1	Name:	Single Phase Pad Mounted Transformers
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	7/13/2018	In control:		In control:	City Council Regular
On agenda:	8/9/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on a bid award for the annual purchase of single phase pad-mounted transformers, which will be maintained in electrical inventory and expended as needed. The total recommended award is \$224,500 to Priester-Mell & Nicholson, Inc.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	Tabulation				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a bid award for the annual purchase of single phase pad-mounted transformers, which will be maintained in electrical inventory and expended as needed. The total recommended award is \$224,500 to Priester-Mell & Nicholson, Inc.

Relationship to Strategic Goals: Core Services and Infrastructure

Recommendation(s): Staff recommends award to Priester-Mell & Nicolson, Inc., as the lowest responsible bidder.

Summary: Seven (7) sealed competitive bids were received and opened on July 12, 2018. Electric staff evaluated the bids for compliance to the needed specifications. Priester-Mell & Nicholson was the lowest responsible bidder for all the line items.

Upon Council approval, a blanket order will be issued to the vendor recommended for award. The materials will be placed and maintained in the electrical inventory and expended as needed.

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

Reviewed and Approved by Legal: N/A

Attachments: Bid Tabulation #18-099



City of College Station - Purchasing Division
Bid Tabulation for # 18-099
"Annual Purchase of Single Phase Pad-Mount Transformers"
Open Date: Thursday, July 12, 2018 @ 2:00 p.m.

SUMMARY

	Vendor	Manufacturer	Quantity	Unit Price	Total	Delivery
Item #1 25 KVA Padmount Transformer 240/120 Inventory #285-086-00031	PMN	Central Moloney	30	\$1,490.00	\$44,700.00	8-10 Weeks
Item #2 37.5 KVA Padmount Transformer 240/120 Inventory #285-086-00059	PMN	Central Moloney	30	\$1,607.00	\$48,210.00	8-10 Weeks
Item #3 50 KVA Padmount Transformer 240/120 Inventory #285-086-00032	PMN	Central Moloney	20	\$1,813.00	\$36,260.00	8 -10 Weeks
Item #4 50 KVA Padmount Transformer Type II 240/120 Inventory #285-086-00061	PMN	Central Moloney	10	\$1,627.00	\$16,270.00	8-10 Weeks
Item #5 75 KVA Padmount Transformer 240/120 Inventory #285-086-00033	PMN	Central Moloney	10	\$2,053.00	\$20,530.00	8-10 Weeks
Item #6 100 KVA Padmount Transformer 240/120 Inventory #285-086-00034	PMN	Central Moloney	10	\$2,445.00	\$24,450.00	8-10 Weeks
Item #7 167 KVA Padmount Transformer 240/120 Inventory #285-086-00035	PMN	Central Moloney	10	\$3,408.00	\$34,080.00	8-10 Weeks
Total					\$224,500.00	

ITEM NUMBER: 1

ITEM DESCRIPTION: 25 KVA Padmount Transformer 240/120

Order Quantity: 30

INVENTORY #: 285-086-00031

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	Ermco	\$1,687.00	\$50,610.00	\$2,177.50	8-10
Anixter #2	GE Prolec	\$1,761.00	\$52,830.00	\$2,226.90	13
KBS	Central Moloney	\$1,521.00	\$45,630.00	\$2,013.64	8-10
KBS #2	Ermco	\$1,626.00	\$48,780.00	\$2,116.50	8-10
KBS #3	Cooper	\$2,134.00	\$64,020.00	\$2,615.74	8-10
Priester Mell & Nicholson	Central Moloney	\$1,490.00	\$44,700.00	\$1,982.64	8-10
Stuart C Irby	Ermco	\$1,575.00	\$47,250.00	\$2,065.50	8-10
Techline	Howard	\$1,675.00	\$50,250.00	\$2,135.55	8-10
TEC	Ermco	\$1,579.00	\$47,370.00	\$2,069.50	8-10
TEC #2	GE Prolec	\$1,648.00	\$49,440.00	\$2,113.90	13-15
Wesco	ABB	\$2,140.57	\$64,217.10	\$2,598.65	6-10

Low Acceptable Bid

ITEM NUMBER: 2

ITEM DESCRIPTION: 37.5 KVA Padmount Transformer 240/120

Order Quantity: 30

INVENTORY #: 285-086-00059

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	Ermco	\$1,824.00	\$54,720.00	\$2,490.03	8-10
Anixter #2	GE Prolec	\$1,926.00	\$57,780.00	\$2,553.10	13
KBS	Central Moloney	\$1,640.00	\$49,200.00	\$2,302.61	8-10
KBS #2	Ermco	\$1,758.00	\$52,740.00	\$2,424.03	8-10
KBS #3	Cooper	\$2,325.00	\$69,750.00	\$2,971.67	8-10
Priester Mell & Nicholson	Central Moloney	\$1,607.00	\$48,210.00	\$2,269.61	8-10
Stuart C Irby	Ermco	\$1,703.00	\$51,090.00	\$2,369.03	8-10
Techline	Howard	\$1,897.00	\$56,910.00	\$2,518.14	8-10
TEC	Ermco	\$1,707.00	\$51,210.00	\$2,373.03	8-10
TEC #2	GE Prolec	\$1,803.00	\$54,090.00	\$2,430.10	13-15
Wesco	ABB	\$2,279.02	\$68,370.60	\$2,908.89	6-10

Low Acceptable Bid

ITEM NUMBER: 3

ITEM DESCRIPTION: 50 KVA Padmount Transformer 240/120

Order Quantity: 20

INVENTORY #: 285-086-00032

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	Ermco	\$1,975.00	\$39,500.00	\$2,803.49	8-10
Anixter #2	GE Prolec	\$2,047.00	\$40,940.00	\$2,827.24	13
KBS	Central Moloney	\$1,850.00	\$37,000.00	\$2,643.94	8-10
KBS #2	Ermco	\$1,903.00	\$38,060.00	\$2,731.49	8-10
KBS #3	Cooper	\$2,542.00	\$50,840.00	\$3,359.86	8-10
Priester Mell & Nicholson	Central Moloney	\$1,813.00	\$36,260.00	\$2,606.94	8-10
Stuart C Irby	Ermco	\$1,845.00	\$36,900.00	\$2,673.49	8-10
Techline	Howard	\$2,062.00	\$41,240.00	\$2,849.64	8-10
TEC	Ermco	\$1,850.00	\$37,000.00	\$2,678.49	8-10
TEC #2	GE Prolec	\$1,916.00	\$38,320.00	\$2,696.24	13-15
Wesco	ABB	\$2,513.31	\$50,266.20	\$3,248.31	6-10

Low Acceptable Bid

ITEM NUMBER: 4

ITEM DESCRIPTION: 50 KVA Padmount Transformer Type II 240/120

Order Quantity: 10

INVENTORY #: 285-086-00061

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	Ermco	\$1,834.00	\$18,340.00	\$2,642.51	8-10
Anixter #2	GE Prolec	\$1,853.00	\$18,530.00	\$2,634.77	13
KBS	Central Moloney	\$1,660.00	\$16,600.00	\$2,467.57	8-10
KBS #2	Ermco	\$1,768.00	\$17,680.00	\$2,576.51	8-10
KBS #3	Cooper	\$2,487.00	\$24,870.00	\$3,283.32	8-10
Priester Mell & Nicholson	Central Moloney	\$1,627.00	\$16,270.00	\$2,434.57	8-10
Stuart C Irby	Ermco	\$1,710.00	\$17,100.00	\$2,518.51	8-10
Techline	Howard	\$1,857.00	\$18,570.00	\$2,640.27	8-10
TEC	Ermco	\$1,717.30	\$17,173.00	\$2,525.81	8-10
TEC #2	GE Prolec	\$1,734.69	\$17,346.90	\$2,516.46	13-15
Wesco	ABB	\$2,252.39	\$22,523.90	\$3,046.90	6-10

Low Acceptable Bid

ITEM NUMBER: 5

ITEM DESCRIPTION: 75 KVA Padmount Transformer 240/120

Order Quantity: 10

INVENTORY #: 285-086-00033

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	Ermco	\$2,460.00	\$24,600.00	\$3,586.01	8-10
Anixter #2	GE Prolec	\$2,357.00	\$23,570.00	\$3,398.00	13
KBS	Central Moloney	\$2,094.00	\$20,940.00	\$3,155.83	8-10
KBS #2	Ermco	\$2,371.00	\$23,710.00	\$3,497.01	8-10
KBS #3	Cooper	\$2,883.00	\$28,830.00	\$3,991.17	8-10
Priester Mell & Nicholson	Central Moloney	\$2,053.00	\$20,530.00	\$3,114.83	8-10
Stuart C Irby	Ermco	\$2,294.00	\$22,940.00	\$3,420.01	8-10
Techline	Howard	\$2,525.00	\$25,250.00	\$3,593.61	8-10
TEC	Ermco	\$2,303.00	\$23,030.00	\$3,429.01	8-10
TEC #2	GE Prolec	\$2,207.14	\$22,071.40	\$3,248.14	13-15
Wesco	ABB	\$2,587.85	\$25,878.50	\$3,729.39	6-10

Low Acceptable Bid

ITEM NUMBER: 6

ITEM DESCRIPTION: 100 KVA Padmount Transformer 240/120

Order Quantity: 10

INVENTORY #: 285-086-00034

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	Ermco	\$2,875.00	\$28,750.00	\$4,257.13	8-10
Anixter #2	GE Prolec	\$2,771.00	\$27,710.00	\$4,148.26	13
KBS	Central Moloney	\$2,495.00	\$24,950.00	\$3,833.87	8-10
KBS #2	Ermco	\$2,773.00	\$27,730.00	\$4,155.13	8-10
KBS #3	Cooper	\$3,265.00	\$32,650.00	\$4,585.99	8-10
Priester Mell & Nicholson	Central Moloney	\$2,445.00	\$24,450.00	\$3,783.87	8-10
Stuart C Irby	Ermco	\$2,685.00	\$26,850.00	\$4,067.13	8-10
Techline	Howard	\$2,990.00	\$29,900.00	\$4,322.86	8-10
TEC	Ermco	\$2,692.86	\$26,928.60	\$4,074.99	8-10
TEC #2	GE Prolec	\$2,594.90	\$25,949.00	\$3,972.16	13-15
Wesco	ABB	\$3,035.14	\$30,351.40	\$4,465.76	6-10

Low Acceptable Bid

ITEM NUMBER: 7

ITEM DESCRIPTION: 167 KVA Polemount Transformer 240/120

Order Quantity: 10

INVENTORY #: 285-086-00035

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	Ermco	\$4,138.00	\$41,380.00	\$6,214.79	8-10
Anixter #2	GE Prolec	\$3,582.00	\$35,820.00	\$5,570.96	13
KBS	Central Moloney	\$3,479.00	\$34,790.00	\$5,521.41	8-10
KBS #2	Ermco	\$3,990.00	\$39,900.00	\$6,066.79	8-10
KBS #3	Cooper	\$4,346.00	\$43,460.00	\$6,233.99	8-10
Priester Mell & Nicholson	Central Moloney	\$3,408.00	\$34,080.00	\$5,450.41	8-10
Stuart C Irby	Ermco	\$3,860.00	\$38,600.00	\$5,936.79	8-10
Techline	Howard	\$4,201.00	\$42,010.00	\$6,140.25	8-10
TEC	Ermco	\$3,874.49	\$38,744.90	\$5,951.28	8-10
TEC #2	GE Prolec	\$3,423.96	\$34,239.60	\$5,412.92	13-15
Wesco	ABB	\$4,078.80	\$40,788.00	\$6,075.56	6-10

Low Acceptable Bid



Legislation Details (With Text)

File #: 18-0495 **Version:** 1 **Name:**

Type: Contract **Status:** Consent Agenda

File created: 7/19/2018 **In control:** City Council Regular

On agenda: 8/9/2018 **Final action:**

Title: Presentation, possible action, and discussion on an Amendment to the lease agreement with CEO, Etc., Inc. for lease of City Fiber Optic Cable Facilities.

Sponsors: Erin Provazek

Indexes:

Code sections:

Attachments: [First Amendment to Lease Agreement - CEO signed.pdf](#)
[Ex. A Fiber Lease Map CEO 1st Amend.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an Amendment to the lease agreement with CEO, Etc., Inc. for lease of City Fiber Optic Cable Facilities.

Relationship to Strategic Goals: Diverse Growing Economy

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

Summary: The work of the Research Valley Technology Council (RVTC) to encourage the development of next generation bandwidth services in the B/CS metropolitan area included exploring the option for commercial entities to lease surplus city fiber. Continued work in this area indicates that there is commercial demand for city surplus (or dark) fiber to encourage the development of expanded broadband services. On March 26, 2015 Council approved an Ordinance permitting the lease of surplus City Fiber Optic Cable Facilities. This agreement is the second lease authorized by the Ordinance.

At the September 25, 2017 Council Meeting, Council approved a Fiber Optic Cable Facilities Lease with CEO Etc., Inc. This Amendment to the original lease Agreement adds additional fiber strand miles to the CEO, Etc., Inc. Lease Agreement.

Budget & Financial Summary: This lease will have a financial impact on the city. Modest revenue will be obtained from fiber leases.

Attachments:

- (1) First Amendment to Lease
- (2) Fiber Lease Map

**FIRST AMENDMENT OF THE
DARK FIBER LEASE AGREEMENT BETWEEN COLLEGE STATION, TEXAS AND
CEO ETC., INC.**

This First Amendment ("Amendment") is made by and between CEO Etc., 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. 18300031 on September 26, 2017; and

WHEREAS, the Original Agreement 18300031 provided for USER lease of 86.4 Fiber Strand Miles in the amount of \$43,200; and

WHEREAS, USER has notified the PROVIDER of the desire to lease an additional 15.12 Fiber Strand Miles of Fiber; and

WHEREAS, the PROVIDER has agreed to lease the additional 15.12 Fiber Strand Miles; and

WHEREAS, the License Payment cost of the additional 15.12 Fiber Strand Miles will be prorated for the time remaining in the original lease, ending on September 25, 2027; and

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

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.

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

CEO Etc, Inc.

CITY OF COLLEGE STATION

By: 

By: _____

Printed Name: CHASE GILES

City Manager

Date: _____

Title: DIRECTOR OF TECHNOLOGY

Date: 07/26/2018

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.

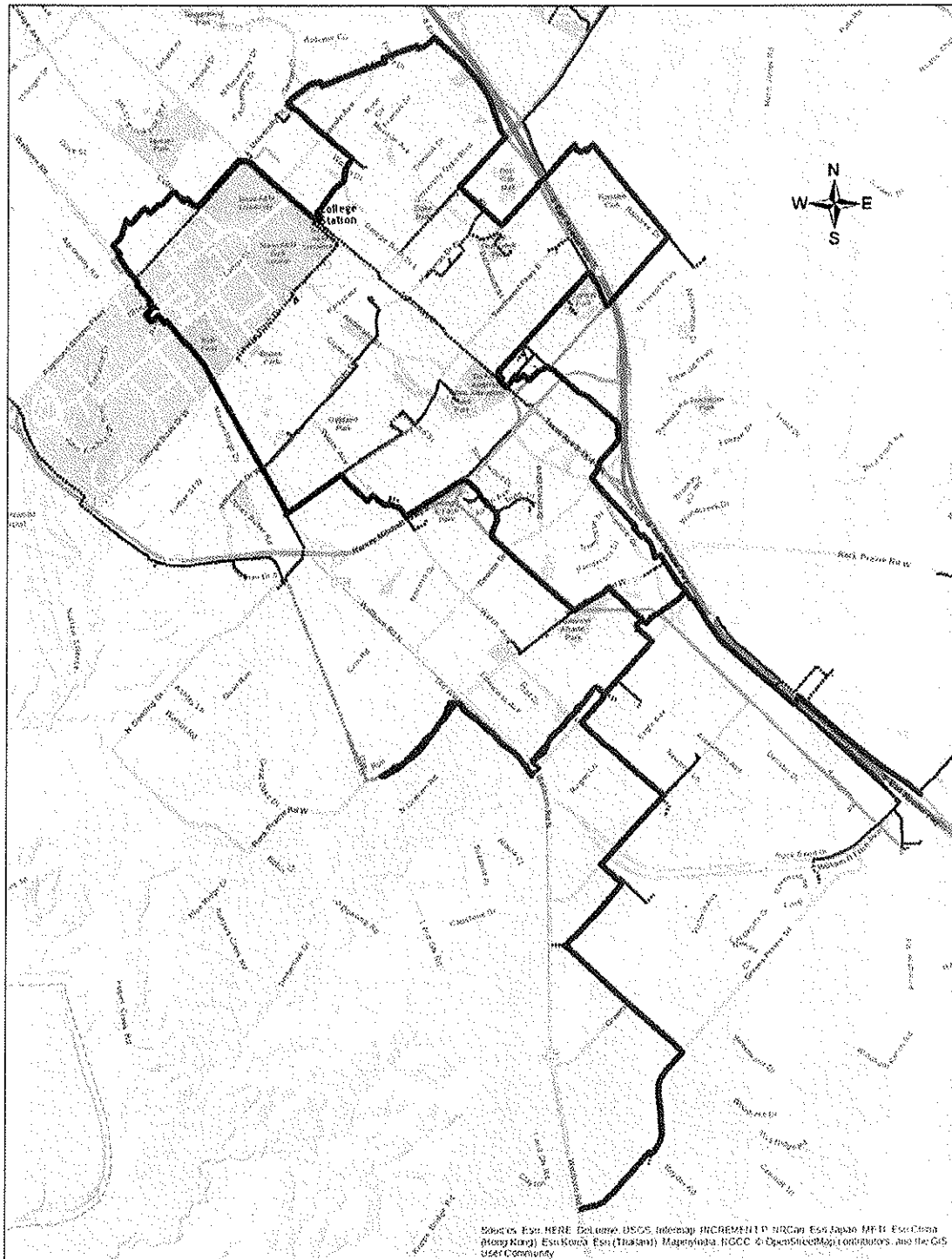


EXHIBIT A-1

ROUTE SEGMENT LISTING AND PAYMENT AMOUNTS

Initial Route Segments Established in Original Agreement (18300031)

- Two (2) fiber strands on the main city fiber ring as shown in Exhibit A.
- Four (4) fiber strands on the Route Segment running from the College Station Utility Service Center (1601 Graham Rd.) to the splice point in the vicinity of William D. Fitch & Lakeway Dr.
- Four (4) fiber strands on the Route Segment running from College Station Utility Service Center (1601 Graham Rd.) to the splice point in the vicinity of Greens Prairie Trail & Wellborn Road.

Additional Route Segments Added by First Amendment (as shown on Exhibit A)

- Four (4) fiber strands from the College Station Utility Service Center (1601 Graham Rd.) to the nearest splice point at Rock Prairie Road W and Holleman Dr S.

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

- Two (2) fiber strands on the main city fiber ring as shown in Exhibit A.
- Four (4) fiber strands on the Route Segment running from the College Station Utility Service Center (1601 Graham Rd.) to the splice point in the vicinity of William D. Fitch & Lakeway Dr.
- Four (4) fiber strands on the Route Segment running from College Station Utility Service Center (1601 Graham Rd.) to the splice point in the vicinity of Greens Prairie Trail & Wellborn Road.
- Four (4) fiber strands from the College Station Utility Service Center (1601 Graham Rd.) to the nearest splice point at Rock Prairie Road W and Holleman Dr S.

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	23.0 miles
USC – WD Fitch & Lakeway segment	3.1 miles
USC - Greens Prairie & Wellborn Rd segment	7.0 miles

Total miles 33.1 miles

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 and First Amendment, as modified, which currently adds up to a total of **101.52 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, as calculated in this Amendment, is due and payable upon execution of the Agreement by the parties.

Two (2) fiber strands for Ring, Four (4) fiber strands for USC to WD Fitch & Lakeway segment and four (4) fiber strands for USC to Greens Prairie & Wellborn segment

2 fiber strands x 23.0 miles = 46.0 Fiber Strand Miles

4 fiber strands x 3.1 miles = 12.4 Fiber Strand Miles

4 Fiber strands x 7.0 miles = 28 Fiber Strand Miles

86.4 Fiber Strand Miles x \$500.00/Fiber Strand Miles = \$43,200.00 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 \$458.33 per Fiber Strand Mile (110 of 120 months remaining).

USCE to Rock Prairie Rd West & Holleman	<u>3.78 miles</u>
Total miles	3.78 miles

Four (4) fiber strands USCE to Rock Prairie Rd West & Holleman – 15.12 fiber strand miles

15.12 Fiber Strand Miles x \$458.33/Fiber Strand Mile = **\$6,930.00 User License Payment Amount for fiber added by First 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 (2018-2019): \$52.08/fiber strand mile x 86.4 fiber strand miles leased = **\$4,499.71**

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

15.12 fiber strand miles x \$52.08 per fiber strand mile x 2/12 (prorated maintenance) = **\$131.24**



COMPELE-01

LSMOCK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/26/2018

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

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

PRODUCER
Dexter & Company of Central Texas, Inc.
4030 Highway 6 S. Ste. 310
College Station, TX 77845

CONTACT NAME: Josh Newton

PHONE (A/C, No, Ext): (979) 764-8444

FAX (A/C, No): (979) 694-7603

E-MAIL ADDRESS: jnewton@dextercompany.com

INSURED

Computers, Electronics, Office Etc. LTD
3001 Earl Rudder Freeway
College Station, TX 77845

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Insurance Company

INSURER B: Texas Mutual Insurance Company

22945

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	PHPK1678040	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	PHPK1678040	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ CLAIMS-MADE DED RETENTION \$	X	PHUB591286	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	0001327807	07/01/2018	07/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy contains a Broadening Endorsement with "Primary and Non-Contributory" wording. Waiver of Subrogation provided only when there is a written contract between the named insured and the certificate holder that requires such status. 30 day notice of cancellation will be provided.

CERTIFICATE HOLDER

City of College Station
1101 Texas Avenue
College Station, TX 77840

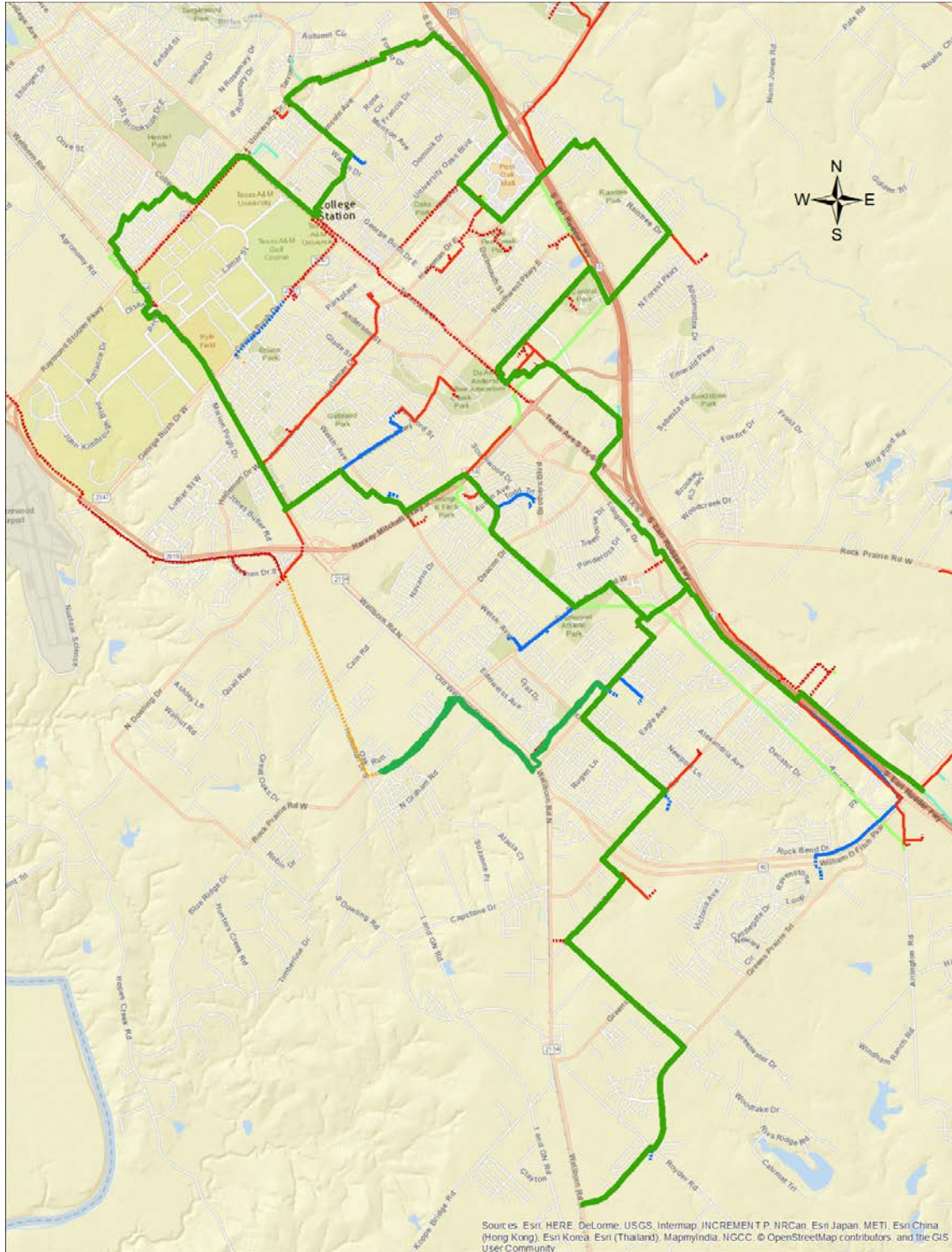
CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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.





Legislation Details (With Text)

File #:	18-0501	Version:	1	Name:	Repairs to Barracks Sand Volleyball Courts Construction Contract # 18300565
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	7/23/2018	In control:		In control:	City Council Regular
On agenda:	8/9/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on approval of the construction contract with DKing Express, LLC. in the amount of \$141,399 for repairs to the two existing sand volleyball courts at the Barracks Park.				
Sponsors:	Kelly Kelbly				
Indexes:					
Code sections:					
Attachments:	18-094 Tab				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approval of the construction contract with DKing Express, LLC. in the amount of \$141,399 for repairs to the two existing sand volleyball courts at the Barracks Park.

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

Recommendation(s): Staff recommends approval and award of the construction contract with DKing Express, LLC.

Summary: Three (3) sealed competitive bids were opened on June 29, 2018 in response to Bid 18-094. DKing Express, LLC was the lowest overall responsible bidder.

The proposed construction contract will resolve drainage issues within both volleyball courts as well as address drainage issues outside the courts.

Budget & Financial Summary: Funds for this project are budgeted out of Parkland Dedication Funds, specifically Neighborhood Park Zone 15.

Legal Review: Yes

Attachments:

1. Tabulation Bid #18-094
2. Contract available for review in the City Secretary's Office.



City of College Station - Purchasing Division
Bid Tabulation for #18-094
"Barracks Sand VolleyBall Courts"
Open Date: Friday, June 29, 2018 @ 2:00 p.m.

				Aggieland Construction		DKING Express, Inc.		Dudley Construction Ltd. College Station, TX	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
GENERAL ITEMS									
1	1	LS	Mobilization, bonds, and insurance as required in the specifications.	\$34,276.92	\$34,276.92	\$11,000.00	\$11,000.00	\$9,000.00	\$9,000.00
Subtotal: General Items				\$34,276.92		\$11,000.00		\$9,000.00	
EARTHWORK & SIDEWALKS									
2	1	LS	Topsoil placement, court excavation, and general grading, to include all material, labor and equipment to complete the work. (Estimated: topsoil @ 38 CY, court excavation @ 616 CY)	\$4,290.00	\$4,290.00	\$5,500.00	\$5,500.00	\$23,600.00	\$23,600.00
3	223	SY	Remove concrete pavilion area and sidewalks to be replaced as shown on plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$26.91	\$6,000.93	\$20.00	\$4,460.00	\$19.00	\$4,237.00
4	280	SY	Install 4" concrete sidewalks as shown on plans & specifications, to include remove and reinstall of park benches, table, and canopy, all materials, labor and equipment to complete the work, complete and in-place.	\$65.18	\$18,250.40	\$70.00	\$19,600.00	\$72.00	\$20,160.00
5	109	LF	Install 6" double-walled High-density polyethylene (HDPE) as shown on plans & specifications, to include all fittings, other materials, labor and equipment to complete the work, complete and in-place.	\$42.00	\$4,578.00	\$13.00	\$1,417.00	\$58.00	\$6,322.00
6	116	LF	Install 6" perforated double-walled High-density polyethylene (HDPE) pip as shown on plans & specifications, to include wrapping, all end caps, other materials, labor and equipment to complete the work, complete and in-place.	\$42.00	\$4,872.00	\$13.00	\$1,508.00	\$13.00	\$1,508.00
7	102	CY	Furnish and install concrete basin as shown on plans & specifications, to include remove and reinstall of volleyball net, all materials, junction box, ring & cover, labor and equipment to complete the work, complete and in place.	\$150.00	\$15,300.00	\$340.00	\$34,680.00	\$426.00	\$43,452.00
8	470	SY	Install 8" thick cement stabilized sand for volleyball court footprint, to include all material, labor and equipment to complete the work, complete and in-place.	\$32.55	\$15,298.50	\$25.00	\$11,750.00	\$23.00	\$10,810.00
9	1	LS	Furnish and install SportsEdge Rubber Curb Perimeter as shown on plans & specifications, to include all materials (rubber curb, concrete anchors, epoxy, UV protective coating, etc.), labor and equipment to complete the work, complete and in place.	\$22,277.00	\$22,277.00	\$14,940.00	\$14,940.00	\$27,000.00	\$27,000.00
10	221	CY	Furnish and install USAV approved sand (graded and washed) as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$40.25	\$8,895.25	\$60.00	\$13,260.00	\$90.00	\$19,890.00
11	184	CY	Furnish and install #56 or #57 gravel (graded and washed) as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place. (Excludes any use of limestone)	\$54.43	\$10,015.12	\$31.00	\$5,704.00	\$71.00	\$13,064.00
12	650	SY	Furnish and install landscaping fabric as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$2.46	\$1,599.00	\$5.00	\$3,250.00	\$3.00	\$1,950.00
13	13	EA	As directed by the Parks Department, remove and replace 5' tall crepe myrtle to include all materials, labor and equipment to complete the work, complete and in place.	\$300.00	\$3,900.00	\$150.00	\$1,950.00	\$204.00	\$2,652.00
14	8	EA	As directed by the Parks Department, remove and replace 6' tree with equivalent species to include all materials, labor and equipment to complete the work, complete and in place.	\$600.00	\$4,800.00	\$275.00	\$2,200.00	\$340.00	\$2,720.00
15	66	EA	As needed per occurrence, replacement or adjustment of existing sprinkler heads to include all materials, labor and equipment to complete the work, complete and in place.	\$45.00	\$2,970.00	\$30.00	\$1,980.00	\$34.00	\$2,244.00
Subtotal: Earthwork & Sidewalks				\$123,046.20		\$122,199.00		\$179,609.00	
SWPPP & EROSION CONTROL									
16	1	LS	Furnish, install, maintain, and remove erosion and sediment control devices including: Hydromulch all disturbed areas with bermuda and rye mix, including smoothing, mulch, seed, fertilizer, watering, maintenance and clean-up as shown on plans and specifications, complete and in place. (Estimated @ 1100 SY hydromulch). Place and remove inlet protection and security fencing as shown on plans and specifications, complete and in place (Estimated @ 336 LF security fencing & 382 LF erosion control logs).	\$5,200.00	\$5,200.00	\$8,200.00	\$8,200.00	\$4,700.00	\$4,700.00
Subtotal: SWPPP & Erosion Control				\$5,200.00		\$8,200.00		\$4,700.00	
TOTAL BASE BID - ALL ITEMS				\$162,523.12		\$141,399.00		\$193,309.00	
Bid Certification				Y		Y		Y	
Bid Bond				Y		Y		Y	
Addenda Acknowledged				Y		Y		Y	

NOTES:
Aggieland Construction: Calculation errors. The Highlighted amounts are the correct amounts.



City of College Station - Purchasing Division
Bid Tabulation for #18-094
"Barracks Sand VolleyBall Courts"
Open Date: Friday, June 29, 2018 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Aggieland Construction		DKING Express, Inc.		Dudley Construction Ltd. College Station, TX	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE



Legislation Details (With Text)

File #:	18-0502	Version:	1	Name:	Annual Meter and Sockets
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	7/23/2018	In control:		In control:	City Council Regular
On agenda:	8/9/2018	Final action:		Final action:	
Title:	Presentation, possible action and discussion on a bid award for the annual blanket order for electric meters and sockets, to be stored in inventory, as follows: Anixter: \$37,952; Priester-Mell & Nicholson: \$164,363; Texas Electric Cooperatives: \$33,500. Total estimated annual expenditure is \$235,815.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	Copy of 18-098 Award Recommendations				

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion on a bid award for the annual blanket order for electric meters and sockets, to be stored in inventory, as follows: Anixter: \$37,952; Priester-Mell & Nicholson: \$164,363; Texas Electric Cooperatives: \$33,500. Total estimated annual expenditure is \$235,815.

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 \$235,815.00.

1.	Anixter	\$ 37,952.00
2.	Priester-Mell & Nicholson	\$164,363.00
3.	Texas Electric Cooperatives	\$ 33,500.00

Summary: These purchases will be made as needed during the term of the agreement. The various electrical meters and sockets 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 (2) additional one (1) year periods.

Budget & Financial Summary: Eight (8) sealed, competitive bids were received and opened on July 10, 2018. Award is being recommended by the lowest responsible bidder for each meter group, except for item B-9, which was not bid by the awarded vendor for group B. 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 #18-098



City of College Station - Purchasing Division
Bid Tabulation for # 18-098
"Annual Purchase of Electric Meters and Sockets"
Open Date: Tuesday, July 10, 2017 @ 2:00 p.m.

	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.				WESCO			
					Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery
Group A - Meter Sockets												
A-1	40	ea	Meter Socket, Overhead, 200 amp	285-063-00003	Milbank	\$27.60	\$1,104.00	STK-3wks	Milbank	\$29.79	\$1,191.60	4-6wks
A-2	400	ea	Meter Socket, Underground, 200 amp	285-063-00004	Milbank	\$31.60	\$12,640.00	STK-3wks	Milbank	\$32.31	\$12,924.00	4-6wks
A-3	30	ea	Meter Socket, URD or O/H, 320 amp	285-063-00006	Milbank	\$155.00	\$4,650.00	3wks	Milbank	\$166.37	\$4,991.10	4-6wks
A-4	30	ea	Meter Socket, Underground, 200 amp	285-063-00008	Milbank	\$107.30	\$3,219.00	3wks	Milbank	\$115.79	\$3,473.70	4-6wks
A-5	50	ea	Meter Socket Bases, 13 Terminal	285-063-00011	Milbank	\$244.85	\$12,242.50	3wks	Milbank	\$263.30	\$13,165.00	4-6wks
A-6	10	ea	Meter Socket, Duplex Type	285-063-00013	Milbank	\$113.40	\$1,134.00	3wks	Milbank	\$119.95	\$1,199.50	4-6wks
Group A Recommended Award Total												
Group B - Meters												
B-1	900	ea	Electric Meter, Class 200 no Demand	285-061-00064					Honeywell	\$81.36	\$73,224.00	8wks
B-2	20	ea	Electric Meter, Class 20 w Demand	285-061-00008					Honeywell	\$97.18	\$1,943.60	8wks
B-3	50	ea	Electric Meter, Class 320 w Demand	285-061-00005					Honeywell	\$97.18	\$4,859.00	8wks
B-4	80	ea	Electric Meter, Class 20 w Demand	285-061-00050					Honeywell	\$158.19	\$12,655.20	8wks
B-5	60	ea	Electric Meter, Class 200 w Demand	285-061-00052					Honeywell	\$158.19	\$9,491.40	8wks
B-6	1000	ea	Electric Meter, Class 200 w Demand	285-061-00056					Honeywell	\$96.05	\$96,050.00	8wks
B-7	100	ea	Electric Meter, Class 200 w Demand	285-061-00058					Honeywell	\$122.03	\$12,203.00	8wks
B-8	12	ea	Electric Meter, Class 320 w Demand	285-061-00060					Honeywell	\$183.05	\$2,196.60	8wks
B-9	16	ea	Transmission Revenue Meter	285-061-00066					Honeywell	\$2,836.26	\$45,380.16	8wks
Group B Recommended Award Total												
Total Recommended Award Amount												
Certification of Bid					Y				Y			
Exceptions												

- Notes:
- Group A Awarded as lowest overall total group
 - Group B Awarded as an overall total group, except for item B9
 - Anixter's bid of Aclara deemed as a non-preferred vendor for Group B.

City of College Station - Purchasing Division
Bid Tabulation for # 18-098
"Annual Purchase of Electric Meters and Sockets"
Open Date: Tuesday, July 10, 2017 @ 2:00 p.m.

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

						Anixter Inc.				Priester-Mell & Nicholson Inc.			
						Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery
Group A - Meter Sockets													
A-1	40	ea	Meter Socket, Overhead, 200 amp	285-063-00003		Milbank	\$29.30	\$1,172.00	3-6wks	Milbank	\$28.25	\$1,130.00	2-3wks
A-2	400	ea	Meter Socket, Underground, 200 amp	285-063-00004		Milbank	\$31.76	\$12,704.00	3-6wks	Milbank	\$30.50	\$12,200.00	2-3wks
A-3	30	ea	Meter Socket, URD or O/H, 320 amp	285-063-00006		Milbank	\$163.00	\$4,890.00	3-6wks	Milbank	\$158.00	\$4,740.00	5-6wks
A-4	30	ea	Meter Socket, Underground, 200 amp	285-063-00008		Milbank	\$113.00	\$3,390.00	3-6wks	Milbank	\$110.00	\$3,300.00	2-3wks
A-5	50	ea	Meter Socket Bases, 13 Terminal	285-063-00011		Milbank	\$258.00	\$12,900.00	3-6wks	Milbank	\$250.00	\$12,500.00	5-6wks
A-6	10	ea	Meter Socket, Duplex Type	285-063-00013		Milbank	\$117.00	\$1,170.00	3-6wks	Milbank	\$114.00	\$1,140.00	2-3wks
Group A Recommended Award Total													
Group B - Meters													
B-1	900	ea	Electric Meter, Class 200 no Demand	285-061-00064		Aclara	\$29.90	\$26,910.00	11-12wks	Itron	\$23.89	\$21,501.00	8-12wks
B-2	20	ea	Electric Meter, Class 20 w Demand	285-061-00008		Aclara	\$84.14	\$1,682.80	11-12wks	Itron	\$97.50	\$1,950.00	8-12wks
B-3	50	ea	Electric Meter, Class 320 w Demand	285-061-00005		Aclara	\$84.14	\$4,207.00	11-12wks	Itron	\$97.50	\$4,875.00	8-12wks
B-4	80	ea	Electric Meter, Class 20 w Demand	285-061-00050		Aclara	\$165.86	\$13,268.80	11-12wks	Itron	\$135.00	\$10,800.00	8-12wks
B-5	60	ea	Electric Meter, Class 200 w Demand	285-061-00052		Aclara	\$165.80	\$9,948.00	11-12wks	Itron	\$135.00	\$8,100.00	8-12wks
B-6	1000	ea	Electric Meter, Class 200 w Demand	285-061-00056		Aclara	\$91.14	\$91,140.00	11-12wks	Itron	\$106.00	\$106,000.00	8-12wks
B-7	100	ea	Electric Meter, Class 200 w Demand	285-061-00058						Itron - 240V	\$92.77	\$9,277.00	8-12wks
B-8	12	ea	Electric Meter, Class 320 w Demand	285-061-00060		Aclara	\$212.07	\$2,544.84	11-12wks	Itron	\$155.00	\$1,860.00	8-12wks
B-9	16	ea	Transmission Revenue Meter	285-061-00066		SEL	\$2,372.00	\$37,952.00	STK-STPS				
Group B Recommended Award Total						\$37,952.00				\$164,363.00			
Total Recommended Award Amount						\$37,952.00				\$164,363.00			
Certification of Bid						Y				Y			
Exceptions													

- Notes:
- Group A Awarded as lowest overall total group
 - Group B Awarded as an overall total group, except for item B9
 - Anixter's bid of Aclara deemed as a non-preferred vendor for Group B.



City of College Station - Purchasing Division
Bid Tabulation for # 18-098
"Annual Purchase of Electric Meters and Sockets"
Open Date: Tuesday, July 10, 2017 @ 2:00 p.m.

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

						Priester-Mell & Nicholson Inc.- Alternate				KD Johnson			
						Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery
Group A - Meter Sockets													
A-1	40	ea	Meter Socket, Overhead, 200 amp	285-063-00003									
A-2	400	ea	Meter Socket, Underground, 200 amp	285-063-00004									
A-3	30	ea	Meter Socket, URD or O/H, 320 amp	285-063-00006									
A-4	30	ea	Meter Socket, Underground, 200 amp	285-063-00008									
A-5	50	ea	Meter Socket Bases, 13 Terminal	285-063-00011									
A-6	10	ea	Meter Socket, Duplex Type	285-063-00013									
Group A Recommended Award Total													
Group B - Meters													
B-1	900	ea	Electric Meter, Class 200 no Demand	285-061-00064									
B-2	20	ea	Electric Meter, Class 20 w Demand	285-061-00008									
B-3	50	ea	Electric Meter, Class 320 w Demand	285-061-00005									
B-4	80	ea	Electric Meter, Class 20 w Demand	285-061-00050									
B-5	60	ea	Electric Meter, Class 200 w Demand	285-061-00052									
B-6	1000	ea	Electric Meter, Class 200 w Demand	285-061-00056									
B-7	100	ea	Electric Meter, Class 200 w Demand	285-061-00058		ltron - 480V	\$183.00	\$18,300.00	8-12wks				
B-8	12	ea	Electric Meter, Class 320 w Demand	285-061-00060									
B-9	16	ea	Transmission Revenue Meter	285-061-00066						Schweitzer Engineering L	\$2,364.38	\$37,830.08	4wks
Group B Recommended Award Total													
Total Recommended Award Amount													
Certification of Bid						Y				Y			
Exceptions										For line B-9, price is discounted for purchase of 16 total units at one time. If less than 4 are purchased, the unit price would be \$2,425 each.			

Notes:

- Group A Awarded as lowest overall total group
- Group B Awarded as an overall total group, except for item B9
- Anixter's bid of Aclara deemed as a non-preferred vendor for Group B.



City of College Station - Purchasing Division
 Bid Tabulation for # 18-098
 "Annual Purchase of Electric Meters and Sockets"
 Open Date: Tuesday, July 10, 2017 @ 2:00 p.m.

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

						Texas Electric Cooperatives				Schneider Electric			
						Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery
Group A - Meter Sockets													
A-1	40	ea	Meter Socket, Overhead, 200 amp	285-063-00003		Milbank	\$27.00	\$1,080.00	4-5wks				
A-2	400	ea	Meter Socket, Underground, 200 amp	285-063-00004		Milbank	\$29.00	\$11,600.00	3-4wks				
A-3	30	ea	Meter Socket, URD or O/H, 320 amp	285-063-00006		Milbank	\$156.00	\$4,680.00	4-5wks				
A-4	30	ea	Meter Socket, Underground, 200 amp	285-063-00008		Milbank	\$105.00	\$3,150.00	3-4wks				
A-5	50	ea	Meter Socket Bases, 13 Terminal	285-063-00011		Milbank	\$237.00	\$11,850.00	4-5wks				
A-6	10	ea	Meter Socket, Duplex Type	285-063-00013		Milbank	\$114.00	\$1,140.00	3-4wks				
Group A Recommended Award Total						\$33,500.00							
Group B - Meters													
B-1	900	ea	Electric Meter, Class 200 no Demand	285-061-00064									
B-2	20	ea	Electric Meter, Class 20 w Demand	285-061-00008									
B-3	50	ea	Electric Meter, Class 320 w Demand	285-061-00005									
B-4	80	ea	Electric Meter, Class 20 w Demand	285-061-00050						Schneider Electric	\$1,930.76	\$154,460.80	4wks
B-5	60	ea	Electric Meter, Class 200 w Demand	285-061-00052									
B-6	1000	ea	Electric Meter, Class 200 w Demand	285-061-00056									
B-7	100	ea	Electric Meter, Class 200 w Demand	285-061-00058									
B-8	12	ea	Electric Meter, Class 320 w Demand	285-061-00060									
B-9	16	ea	Transmission Revenue Meter	285-061-00066									
Group B Recommended Award Total													
Total Recommended Award Amount						\$33,500.00							
Certification of Bid						Y				Y			
Exceptions										Extra Terms & Conditions attached to bid			

Notes:

- Group A Awarded as lowest overall total group
- Group B Awarded as an overall total group, except for item B9
- Anixter's bid of Aclara deemed as a non-preferred vendor for Group B.



Legislation Details (With Text)

File #:	18-0504	Version:	1	Name:	Approval of FY 2019 CD Budget & PY 2018 Action Plan
Type:	Resolution	Status:			Consent Agenda
File created:	7/23/2018	In control:			City Council Regular
On agenda:	8/9/2018	Final action:			
Title:	Presentation, possible action, and discussion regarding approval of a resolution adopting the proposed FY 2019 Community Development Budget and PY 2018 Annual Action Plan.				
Sponsors:	Debbie Eller				
Indexes:					
Code sections:					

Attachments: [Attachment 1 - Resolution](#)
[Attachment 2 -FY 2019 Proposed Community Development Budget](#)
[Attachment 3 -Plan Development Summary](#)
[Attachment 4 -FY2019 Public Service Funding Recommendations](#)
[Attachment 5 - FY 2019 CDBG Public Facility Funding Summary & Recommendations](#)
[Attachment 6 - 2015-2019 Community Development Goals](#)
[Attachment 7 - 2018 Income Limits](#)
[Attachment 8 - Map](#)
[Attachment 9 - Community Development Project Descriptions](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a resolution adopting the proposed FY 2019 Community Development Budget and PY 2018 Annual Action Plan.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Core Services and Infrastructure
- Neighborhood Integrity

Recommendation(s): Staff recommends approval of a Resolution adopting the FY 2019 Community Development Budget and PY 2018 Annual Action Plan

Summary: The Annual Action Plan includes goals, objectives, and funding recommendations for projects and programs to benefit and support the low-to-moderate income population in College Station. Each year, the City is required to submit to the U. S. Department of Housing and Urban Development (HUD) a one-year Annual Action Plan describing the project and activities to be funded with community development grants. The Annual Action Plan must correspond to the adopted 5-Year Consolidated Plan. HUD requires that the Annual Action Plan and Budget be delivered by August 16, 2018, therefore this information is presented prior to the City Council's consideration of the overall City budget.

The Program Year (PY) 2018 grants include \$1,103,226 in Community Development Block Grant (CDBG) funds and \$502,414 in HOME Investment Partnership Program (HOME) funds. The budget includes previously programmed but unspent funds from the current year in the amount of \$627,616 in CDBG and \$281,579 in HOME. Program income from reconstruction and down payment assistance loans executed in previous year in the amount of \$48,712 is anticipated to be received in FY 2019. This amount will be received and allocated in the FY 2010 budget.

The proposed plan and budget were developed using input received from a series of public hearing, program committee meetings, surveys, 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 developed to meet the specific needs of lower-income citizens, and to provide support for families working towards self-sufficiency and are now being presented to City Council for approval.

Staff presented the draft FY 2019 Community Development Budget and PY 2018 Annual Action Plan at the July 12, 2018 Council Workshop. The budget and plan have been available for a 30-day public comment period and a Public Hearing was held on July 11, 2018 at the Lincoln Center.

Historically, the City has utilized these funds for a variety of programs and activities, including: affordable housing (home buyer assistance, security deposit assistance, rehabilitation, new construction and minor repairs); funding of direct services to low-income families through local non-profit programs; economic development; code enforcement; acquisition; demolition; and park, street, infrastructure, and public facility improvements in low-income areas of the city. The City rely on non-profit partners to accomplish many of the activities including Elder Aid, Brazos Valley Community Action Programs, and Twin City Mission for the rehabilitation of rental properties and Habitat for Humanity Bryan-College Station for new construction of affordable housing.

Budget and Financial Summary: See attached financial summaries for the proposed FY 2019 Community Development Budget for CDBG and HOME funds.

Attachments:

Attachment 1:	Resolution
Attachment 2:	Proposed FY 2019 Community Development Budget
Attachment 3:	Plan Development Summary
Attachment 4:	Proposed FY 2019 Public Service Funding Recommendations
Attachment 5:	Proposed FY 2019 Public Facility Funding Recommendations
Attachment 6:	FY2015 - 2019 Community Development Goals
Attachment 7:	2018 Median Income Limits
Attachment 8:	Map of Eligible Community Development Areas
Attachment 9:	Proposed FY 2019 (PY 2018 Annual Action Plan - Available for review in the CSO or Online at http://www.cstx.gov/Modules/ShowDocument.aspx?documentid=25989

Budget & Financial Summary:

Attachments:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE PROGRAM YEAR 2018 (FY 2019) ACTION PLAN AND BUDGET ALLOCATING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM FUNDS.

WHEREAS, the City of College Station is entitled to receive \$1,103,226 in Community Development Block Grant (CDBG) funds and \$502,414 in Home Investment Partnership Program (HOME) funds from the United States Department of Housing and Urban Development (HUD) in Program Year 2017 and has prepared a Program Year 2018 (FY 2019) Action Plan and Community Development Budget as required to secure these funds; and

WHEREAS, the City of College Station, Texas, has a Five-Year Consolidated Plan that has been approved by both HUD and the City that guides the development of each year's Action Plan and Budget; and

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

WHEREAS, the City of College Station has provided adequate information to the citizens and an opportunity to participate in the development of the City's Program Year 2018 (FY 2019) Action Plan and Community Development Budget; and

WHEREAS, the City Council acknowledges that the adoption of the Program Year 2018 (FY 2019) Action Plan and Community Development Budget is in the best interest of the City and is for the purpose of securing additional community development resources for the primary benefit of low and moderate income citizens; 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 Program Year 2018 (FY 2019) Action Plan and Community Development Budget which serves as the City's application to HUD for CDBG and HOME funds;

PART 2: That the City Council hereby authorizes and designates the City Manager or his designee to sign all required applications, certifications, evaluations, and other forms required by HUD for all Community Planning and Development Grant Programs for the Program Year 2018 (FY 2019) on behalf of the City of College Station.

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

ADOPTED this _____ day of August 2018.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Attachment 2: FY 2019 Proposed Community Development Budget

PROJECT	CDBG & HOME CARRY-OVER	CDBG & HOME NEW ALLOCATIONS	CDBG & HOME TOTAL PROPOSED
Owner-Occupied Rehabilitation	\$90,757	\$92,500	\$183,257
Acquisition	\$270,719 Committed to Habitat for Humanity	\$468,356	\$739,075
Demolition	\$10,000	\$0	\$10,000
Homebuyer Assistance	\$56,418	\$297,294	\$353,712
CHDO	\$55,839	\$100,000	\$155,839
CHDO Operating Expenses	\$0	\$0	\$0
Construction/Leveraged Development	\$45,580 Committed to Habitat for Humanity	\$0	\$45,580
Housing Services	\$0	\$0	\$0
Rental Rehabilitation	\$0	\$0	\$0
Code Enforcement	\$17,258.23	\$11,242	\$28,500
Tenant Based Rental Assistance	\$596	\$25,000	\$25,596
Public Service Agency (See Attachment 3)	\$19,592 2018 4th QTR Payments	\$165,483	\$185,075
Public Facility (See Attachment 4)	\$276,232 Committed to Fitch Park	\$200,000	\$476,232
Economic Development	\$0	\$0	\$0
Grant Administration	\$66,204	\$245,765	\$311,969
Total Community Development Budget			\$2,514,834
Recaptured Funds/ Program Income*		CDBG HOME	\$48,711.72*

*Recaptured Funds/Program Income will be receipted in FY19 and allocated in FY20 according to HOME Requirements

Attachment 3: Annual Action Plan and Budget Development Process Summary, FY 2019

Event	Date
Pre-proposal workshop for agencies	January 18, 2018 February 2, 2018
Public hearing on Annual Action Plan and Budget (Lincoln Center)	March 6, 2018
JRFRC proposals due	March 8, 2018
JRFRC Public Meetings	April 5, 2018 April 12, 2018 April 19, 2018 April 26, 2018 May 3, 2018 May 10, 2018
Final JRFRC Public Service Agency Public Meeting	May 16, 2018
30-Day Public Comment Period begins	June 27, 2018
Public hearing to present goal and objectives and public comments regarding the proposed PY 2018 Annual Action Plan (Lincoln Center)	July 10, 2018
First presentation of Annual Action Plan and Budget to City Council	July 12, 2018
30-Day Public Comment Period ends	July 27, 2018
Request council approval by consent agenda of PY 2018 Annual Action Plan and Budget	August 9, 2018
PY 2018 Annual Action Plan due to HUD no later than	August 16, 2018

Attachment 4: FY 2019 CDBG Public Service Funding Summary & Recommendations

Agency	Program	Requested	Recommended Funding	Funded Items	Funding City
Brazos Maternal & Child Health Clinic, Inc.	The Prenatal Clinic	\$30,000	\$30,000	Medical Items & Testing, Educational Materials	College Station
Brazos Valley Food Bank	Together We Grow	\$30,000	\$21,247	Staff Salary	Bryan
Catholic Charities	BV Financial Stability Program	\$30,000	\$5,000	Direct Client Asst.	Bryan
Brazos Valley Rehabilitation Center	Counseling & Case Management Program	\$30,000	\$30,000	Social Worker Contracted Services	Bryan & College Station
Family Promise of Bryan-College Station	Case Management	\$30,000	\$30,000	Case Management	College Station
Mental Health Mental Retardation Authority of Brazos Valley	Mary Lake Peer Support Center	\$30,000	\$30,000	Therapist, Utilities/Telephone, Supplies	College Station
Twin City Mission, Inc.	The Bridge Homeless Shelter	\$27,000	\$27,000	Case Manager, Client Assistance	Bryan
Unity Partners dba Project Unity	Safe Harbour Supervised Visitation Program	\$30,000	\$30,000	Personnel, FICA, Security	College Station
Voices for Children	Court Appointed Special Advocates of BV	\$30,000	\$30,000	Personnel/Salaries Benefits	Bryan
Total		\$267,000	\$233,247		
Internal Program Funding					
Parks Summer Program			\$16,730.00	College Station	
CSFD Fire Safety for Older Adults			\$4,000.00	College Station	

Attachment 5: FY 2019 CDBG Public Facility Funding Summary & Recommendations

Activity	Recommended Funding	Description
Georgie K. Fitch Park Improvements	\$342,402* (FY 2019 \$200,000)	\$127,875 in CDBG funds from FY 2017 were allocated for this project to design and construct a trail and bridge in Fitch Park to provide increased connectivity and pedestrian access throughout the park. This project was delayed to complete a flood study and the required a re-design. Remaining funds allocated in FY 2017 will be carried-over and expended next year. Additional funds from FY 2018 budget are included for staff costs to ensure compliance with federal requirements.
Southwest Parkway	\$133,830*	FY 2017 CDBG funds were allocated for this project to design and construct sidewalks on the north side of Southwest Parkway from FM 2154 to Welsh. Due to \$91,429 in funds remaining from the 2016 Sidewalk project, the scope of the project was expanded to include sidewalks on the south side of Southwest Parkway and improvements to the intersection at Southwest Parkway and Welsh and Southwest Parkway and FM2154. These will all meet an improvement identified in the ADA Transition Plan and/or address a citizen request. Construction will be completed in the 1st QTR of FY2019.
Total	\$476,232	
<i>*includes carry-over funds from FY 2018</i>		

Attachment 6: PY 2015-2019 Community Development Goals

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Rental Housing - Rehabilitation	2015	2019	Affordable Housing		Rental Housing Special Needs	HOME: \$75,000	Rental units rehabilitated: 10 Household Housing Unit
2	Rental Housing - Construction	2015	2019	Affordable Housing		Rental Housing Special Needs	HOME: \$300,000	Rental units constructed: 50 Household Housing Unit
3	Owner Housing - Rehabilitation/Reconstruction	2015	2019	Affordable Housing		Owner-Occupied Housing	CDBG: \$50,000 HOME: \$275,000	Homeowner Housing Rehabilitated: 16 Household Housing Unit
4	Owner Housing - Demolition	2015	2019	Affordable Housing Non-Housing Community Development		Owner-Occupied Housing Public Facilities & Infrastructure	CDBG: \$50,000	Buildings Demolished: 5 Buildings
5	Rental/Owner Housing - Code Enforcement	2015	2019	Non-Housing Community Development		Rental Housing Owner-Occupied Housing	CDBG: \$500,000	Housing Code Enforcement/Foreclosed Property Care: 25000 Household Housing Unit
6	Homeownership - Down Payment Assistance	2015	2019	Affordable Housing		Homeownership	HOME: \$500,000	Direct Financial Assistance to Homebuyers: 25 Households Assisted
7	Homeownership - Financial Literacy	2015	2019	Affordable Housing		Homeownership		Other: 375 Other
8	Homeownership - Construction	2015	2019	Affordable Housing		Owner-Occupied Housing Homeownership	CDBG: \$400,000 HOME: \$400,000	Homeowner Housing Added: 4 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
9	Homelessness - TBRA Security Deposits	2015	2019	Homeless		Rental Housing Homelessness Special Needs	HOME: \$125,000	Tenant-based rental assistance / Rapid Rehousing: 375 Households Assisted
10	Homelessness - Outreach and Assessment	2015	2019	Homeless Non-Homeless Special Needs Non-Housing Community Development		Homelessness Special Needs Public Services	CDBG: \$10,000	Other: 20 Other
11	Homelessness - Services	2015	2019	Homeless		Homelessness Public Services	CDBG: \$70,000	Public service activities other than Low/Moderate Income Housing Benefit: 1200 Persons Assisted
12	Special Needs - Services	2015	2019	Non-Homeless Special Needs		Special Needs Public Services	CDBG: \$150,000	Public service activities other than Low/Moderate Income Housing Benefit: 1100 Persons Assisted
13	Public Services - Health Care Services	2015	2019	Non-Housing Community Development		Special Needs Public Services	CDBG: \$350,000	Public service activities other than Low/Moderate Income Housing Benefit: 3600 Persons Assisted
14	Public Services - Youth Services	2015	2019	Non-Housing Community Development		Public Services	CDBG: \$110,000	Public service activities other than Low/Moderate Income Housing Benefit: 850 Persons Assisted
15	Public Services - Senior Services	2015	2019	Non-Homeless Special Needs Non-Housing Community Development		Special Needs Public Services	CDBG: \$20,000	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
16	Public Services - Domestic Abuse & Neglect	2015	2019	Non-Homeless Special Needs Non-Housing Community Development		Special Needs Public Services	CDBG: \$80,000	Public service activities other than Low/Moderate Income Housing Benefit: 850 Persons Assisted
17	Public Services - Other	2015	2019	Non-Housing Community Development		Public Services	CDBG: \$20,000	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
18	Public Facilities - Street Infrastructure	2015	2019	Non-Housing Community Development		Public Facilities & Infrastructure	CDBG: \$1,500,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 25000 Persons Assisted
19	Public Facilities - Sidewalk Infrastructure	2015	2019	Non-Housing Community Development		Public Facilities & Infrastructure	CDBG: \$500,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 15000 Persons Assisted
20	Public Facilities - Other Infrastructure	2015	2019	Non-Housing Community Development		Public Facilities & Infrastructure	CDBG: \$100,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5000 Persons Assisted
21	Public Facilities - Park Improvements	2015	2019	Non-Housing Community Development		Public Facilities & Infrastructure	CDBG: \$500,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 20000 Persons Assisted
22	Economic Development - Business Loan Program	2015	2019	Non-Housing Community Development		Economic Development	CDBG: \$150,000	Jobs created/retained: 25 Jobs

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
23	Economic Development - Job Training	2015	2019	Non-Housing Community Development		Economic Development	CDBG: \$50,000	Public service activities other than Low/Moderate Income Housing Benefit: 250 Persons Assisted

Goal Descriptions

1	Goal Name	Rental Housing - Rehabilitation
	Goal Description	Encourage and facilitate the rehabilitation of rental units.
2	Goal Name	Rental Housing - Construction
	Goal Description	Encourage and facilitate the construction of new affordable rental units through nonprofit or for-profit partners. Additional sources of funds include tax credits through the State of Texas and private funds.
3	Goal Name	Owner Housing - Rehabilitation/Reconstruction
	Goal Description	Encourage and facilitate maintenance of residential units by low- and moderate-income homeowners through minor repair grants (CDBG) and residential rehabilitation or reconstruction loans (HOME).
4	Goal Name	Owner Housing - Demolition
	Goal Description	Encourage and facilitate the removal of dilapidated residential structures and/or address community emergencies.
5	Goal Name	Rental/Owner Housing - Code Enforcement
	Goal Description	Utilize code enforcement regulations to maintain the integrity of older neighborhoods. Funds will support Code Enforcement Officer position(s).
6	Goal Name	Homeownership - Down Payment Assistance
	Goal Description	Encourage and support programs and projects that provide financial assistance to low- and moderate-income households purchasing existing or new affordable homes.

7	Goal Name	Homeownership - Financial Literacy
	Goal Description	Encourage and support programs and projects that provide education and counseling to lower-income homeowners and prospective homebuyers.
8	Goal Name	Homeownership - Construction
	Goal Description	Encourage and support programs and projects that construct new housing units for low- and moderate-income homebuyers.
9	Goal Name	Homelessness - TBRA Security Deposits
	Goal Description	Preventing homelessness through the provision of assistance for low-income households to secure and sustain safe, decent affordable housing. This is a coordinated effort among affordable housing providers and the City to provide security deposit assistance to eligible households.
10	Goal Name	Homelessness - Outreach and Assessment
	Goal Description	Fostering coordination, collaboration, and increased resources to assess community needs, available services, and service gaps. This information may be used to target and improve service provision.
11	Goal Name	Homelessness - Services
	Goal Description	Assist homeless persons in meeting health and human service needs; provide training and counseling opportunities to help with the transition to self-sufficiency. This goal will be met through public service provision.
12	Goal Name	Special Needs - Services
	Goal Description	Encourage and facilitate organizations that provide social and/or housing services to special needs populations.
13	Goal Name	Public Services - Health Care Services
	Goal Description	Encourage and support nonprofit providers of health and dental care to deliver programs to low- and moderate-income families and individuals.
14	Goal Name	Public Services - Youth Services
	Goal Description	Encourage and support nonprofit providers of youth services and programs to deliver programs to low- and moderate-income families.

15	Goal Name	Public Services - Senior Services
	Goal Description	Encourage and support nonprofit providers of mental health care and substance abuse counseling services to deliver programs to low- and moderate-income families and individuals.
16	Goal Name	Public Services - Domestic Abuse & Neglect
	Goal Description	Encourage and support nonprofit providers of domestic abuse and neglect services and programs to deliver programs to low- and moderate-income families.
17	Goal Name	Public Services - Other
	Goal Description	Encourage and support nonprofit providers of other public services and programs to deliver programs to low- and moderate-income families.
18	Goal Name	Public Facilities - Street Infrastructure
	Goal Description	Rehabilitation and expansion of street infrastructure.
19	Goal Name	Public Facilities - Sidewalk Infrastructure
	Goal Description	Rehabilitation and expansion of sidewalk infrastructure.
20	Goal Name	Public Facilities - Other Infrastructure
	Goal Description	Rehabilitation and expansion of other infrastructure, including water and sewer lines and flood drain improvements.
21	Goal Name	Public Facilities - Park Improvements
	Goal Description	Improve or expand park facilities including green space, neighborhood parks, and recreational facilities.
22	Goal Name	Economic Development - Business Loan Program
	Goal Description	Rehabilitate and/or develop new spaces for businesses to better realize job creation.

23	Goal Name	Economic Development - Job Training
	Goal Description	Support and expand community-wide training and employment activities targeting low- and moderate-income households.

Attachment 7: 2018 Median Income Limits

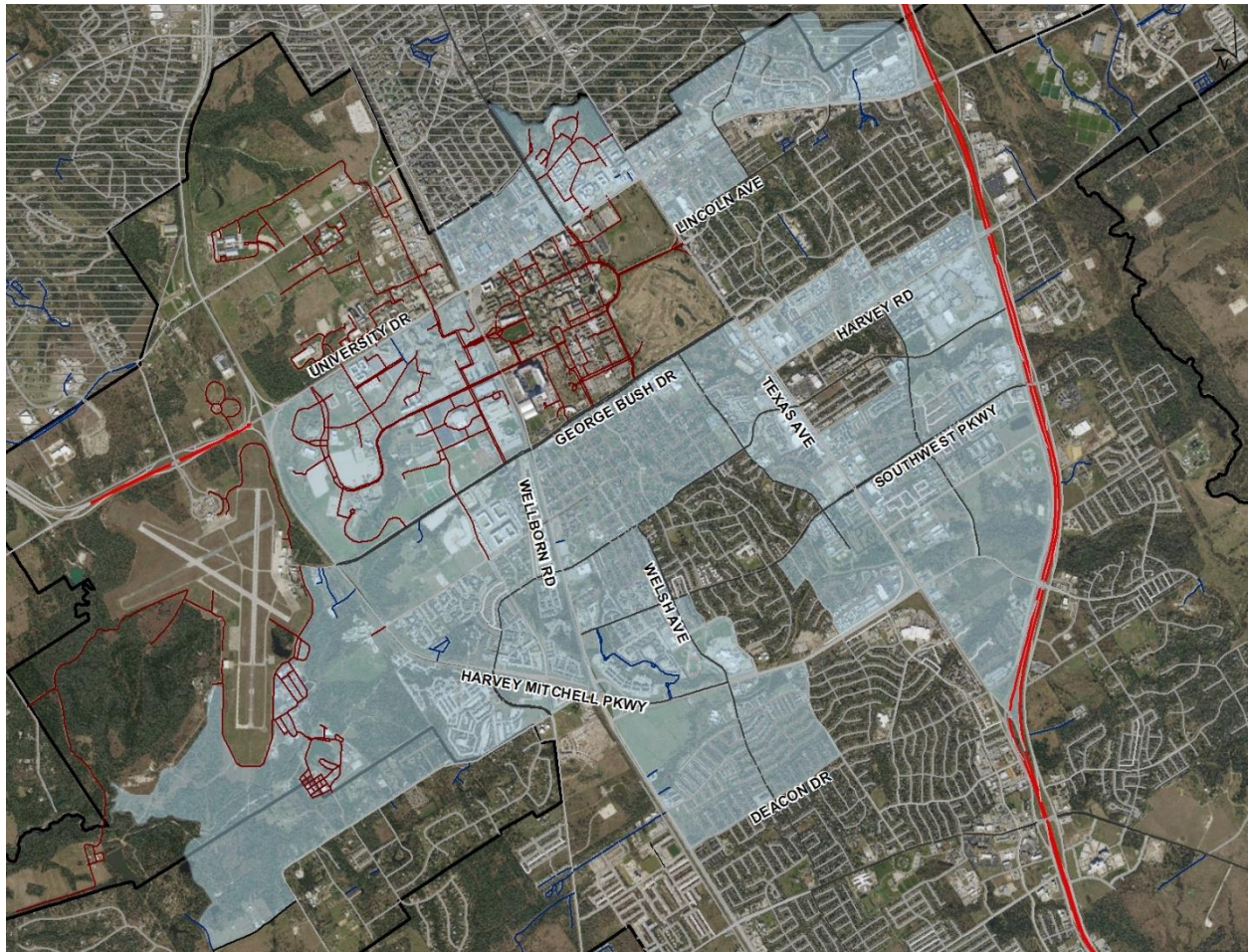
2018 MEDIAN INCOME LIMITS
City of College Station
Community Development

This list supersedes all other lists of prior dates.

Household	60%	80%
1	\$28,320	\$37,700
2	\$32,340	\$43,050
3	\$36,360	\$48,450
4	\$40,380	\$53,800
5	\$43,620	\$58,150
6	\$46,860	\$62,450
7	\$50,100	\$66,750
8	\$53,340	\$71,050

The left column (Household) refers to the number of people in the home. The two columns on the right refer to the maximum combined income allowed per year by HUD guidelines in order to qualify for a Community Development program at 60% and 80% of the Area Median Income (AMI).

Attachment 8: Map of Eligible Community Development Areas



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.

Attachment 9: Community Development Project Descriptions

Owner-Occupied Housing Assistance

HOME and CDBG funds will be used for housing rehabilitation, minor repairs, weatherization, home security, and reconstruction for low-moderate income homeowners; the removal of architectural barriers; and the inspection, testing and abatement of lead hazards. Funds will also be used for program delivery costs including staff salaries and benefits.

Acquisition:

CDBG and HOME funds may be used to support the acquisition of property for the development of affordable housing units for sale or rent by income-eligible and otherwise qualified households. This can include vacant land for new construction, or existing housing units, often combined with rehabilitation.

Demolition:

CDBG funds will be used for clearance, demolition, and removal of dilapidated structures that have been deemed uninhabitable in accordance with City codes, including the movement of structure to other sites. Funds will also be used for program delivery costs including staff salaries and benefits.

Homebuyer Assistance:

Down payment and closing cost assistance provided to eligible, qualified homebuyers through deferred no interest loans, which include a shared equity component, with HOME funds.

Community Housing Development Organization:

HOME funds will be made available to an eligible CHDO for the acquisition, development and construction of affordable housing units or the rehabilitation of existing housing units.

CHDO Operating Expenses: No funding recommended in FY2019

HOME funds are allowable for 5% of grant for operating/administration expenses incurred by eligible CHDO to build capacity to carry out current and future CHDO activities.

New Construction:

Leveraged Development and Non-Profit Partners: No new funding recommended in FY2019

HOME funds will be used to facilitate the development of new affordable housing or the renovation of existing housing for low-income residents. Activities may include the acquisition of land, soft costs, or construction of single-family or multi-family units.

Housing Services: No funding recommended in FY2019

CDBG funds will be used for costs associated with processing applicants for all HOME housing assistance programs and marketing efforts. Expenses will include staff salaries and benefits and homebuyer/homeowner counseling program.

Rental Rehabilitation: No funding recommended in FY2019

HOME funds will be matched with private funds to rehabilitate rental properties that will maintain affordable rents for low-income households for a specified period of time following the completion of the project. Projects will be selected based on the following priorities: bringing the unit up to City Codes and HUD standards,

upgrade systems, energy conservation upgrades, exterior repairs, and other upgrades that increase marketability.

Code Enforcement:

CDBG funds will be used for salary and benefits to support code enforcement activities in targeted low-to-moderate income areas in College Station. Two officers in the Community Services Department focus efforts in targeted areas.

Tenant Based Rental Assistance:

Using HOME funds, CD staff will administer a security deposit assistance program for low income individuals and families who will reside in housing units located in a HTC property located in College Station. Current properties include The Haven Apartments, The Heritage at Dartmouth, and Santour Court. Other eligible properties include Terrace Pines Apartments and Villas of Rock Prairie. CD staff will work with the Housing Choice Voucher Program to provide security deposit assistance to qualified voucher holders securing housing in College Station. CD Staff will also work with BVCAP, which offers affordable rental units to lower-income households in College Station.

Public Services:

15% of the City's CDBG fund allocation will be used in partnership with CDBG funds from the City of Bryan to fund non-profit social service agencies in the community. The Joint Relief Funding Review Committee, a Citizen Committee comprised of three members from the City of College Station and three from the City of Bryan, review program proposals from area nonprofits and recommend funding amounts based on their review. Funds are awarded to nonprofit programs who serve primarily low and moderate income residents of College Station and Bryan.

Public Facility:

Funds will be used to design, engineer, construct, or rehabilitate streets, sidewalks, parks, water and wastewater utilities, or other infrastructure improvements in College Station.

Economic Development: No funding recommended in FY2019

Funds will be utilized in the establishment of a loan program to spur economic development and create or retain jobs for qualified low- and moderate-income persons.

Program Administration:

HOME and CDBG funds will be used for management, planning and administration of the City's PY 2018 CDBG, HOME and other eligible grant programs for LMI citizens. Staff will provide capacity building and technical assistance as needed to citizens, builders, developers, and service providers. Funds from the administrative budget are made available to Project Unity to provide planning and reporting support to CD staff and coordinate a variety of community meetings to address the needs of low- and moderate-income residents, available services, and resources among local service providers. The City will utilize administrative funds to provide education to the community regarding Federal Fair Housing laws and affirmatively further fair housing in College Station.



Legislation Details (With Text)

File #:	18-0505	Version:	1	Name:	Organix Recycling Franchise Agreement
Type:	Franchises	Status:		Status:	Consent Agenda
File created:	7/23/2018	In control:		In control:	City Council Regular
On agenda:	8/9/2018	Final action:			
Title:	Presentation, possible action, and discussion on the second reading of a franchise agreement with Organix Recycling, LLC.; for the collection of recyclables from commercial businesses and multi-family locations.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Organix LLC Routing and Franchise				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on the second 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

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

Summary: The proposed agreement would allow with 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 (20th) 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 (20th) 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

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).

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

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	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC		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 & 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	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		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	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N	N/A	83WNS50205	12/31/2017	6/30/2019	<table border="1"><tr><td>☒ WC STATUTORY LIMITS ☐ OTHER</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>	☒ WC STATUTORY LIMITS ☐ OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
☒ WC STATUTORY LIMITS ☐ OTHER																				
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)

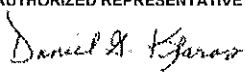
It is agreed that the following are added as Additional Insured on the General Liability and Automobile Liability on a Primary and Non-Contributory basis when required by written contract, as respects to operations performed by the Named Insured in connection with this project:

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

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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 L R R P R
 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 1750 E GOLF ROAD SCHAUMBURG, IL 60173	550864

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)

File #:	18-0506	Version:	1	Name:	Base Failure Repairs and Type D HMAC Installation
Type:	Contract	Status:		Status:	Consent Agenda
File created:	7/23/2018	In control:		In control:	City Council Regular
On agenda:	8/9/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding the approval of contract 18300622 with Brazos Paving, Inc. for base failure repairs and Type D HMAC installation in an amount not to exceed \$5,000,000.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Tabulation				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the approval of contract 18300622 with Brazos Paving, Inc. for base failure repairs and Type D HMAC installation in an amount not to exceed \$5,000,000.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approving contract #18300622 with Brazos Paving, Inc. for base failure repairs and Type D HMAC installation in an amount not to exceed \$5,000,000.

Summary: On July 11, 2018, in response to bid #18-100, the City received two competitive sealed bids for base failure repairs and Type D HMAC installation for City of College Station streets. Brazos Paving, Inc. was the lowest responsible bidder. This contract is for one (1) year and will have two (2) additional one (1) year renewal terms for a total of three (3) years total.

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

Attachments:

1. Bid Tabulation



City of College Station - Purchasing Division
Bid Tabulation for #18-100
"Annual Base Failure Repairs and Road Reconstruction"
Open Date: Tuesday, July 11, 2018 @ 2:00 p.m.

				Brazos Paving, Inc.		Larry Young Paving Inc.	
Item	Estimated Annual Quantity	Unit of Measure	Description	Unit Price	Total Price	Unit Price	Total Price
1	50,000	Ton	Asphalt, Hot Mix, Type D, Installed , 2-3 inches thick (including tack coat) in accordance with Section 32 12 16 of the "Bryan/College Station Unified Design Specifications"	\$76.25	\$3,812,500.00	\$78.00	\$3,900,000.00
2	10,000	Gallon	Emulsion, (SS 1) Installed	\$2.10	\$21,000.00	\$3.00	\$30,000.00
3	25,000	Sq Yard	Base Failure Repairs, performance of 8" full depth base failure repair w/ type B Hotmix prior to or during road reconstruction as specified. Pricing should include all material and labor costs.	\$37.60	\$940,000.00	\$38.09	\$952,250.00
4	30,000	Sq Yard	When Required by City, mill and excavate the depleted asphalt up to 2 inches in depth. Contractor will retain asphalt millings.	\$1.90	\$57,000.00	\$0.50	\$15,000.00
5	30,000	Sq Yard	When Required by City, mill and excavate the depleted asphalt up to 2 inches in depth. Contractor will deliver the asphalt millings to the City's stockpile area at 300 William King Cole.	\$2.30	\$69,000.00	\$2.00	\$60,000.00
Grand Total				\$4,899,500.00		\$4,957,250.00	
Bid Certification				Y		Y	
Bid Bond				Y		Y	
Addendum Acknowledged				Y		Y	



Legislation Details (With Text)

File #:	18-0511	Version:	1	Name:	Presentation, possible action, and discussion on amending Chapter 2, "Administration," Article V, "Finance," Division 2 "Fees, Rates, and Charges" Section 2-120 of the Code of Ordinances and presentation, possible action, and discussion on amending Resolu
Type:	Resolution	Status:			Consent Agenda
File created:	7/24/2018	In control:			City Council Regular
On agenda:	8/9/2018	Final action:			
Title:	Presentation, possible action, and discussion on amending Chapter 2, "Administration," Article V, "Finance," Division 2 "Fees, Rates, and Charges" Section 2-120 of the Code of Ordinances and presentation, possible action, and discussion on amending Resolution No. 80-10-17-2Q that established the fees, rates, and charges as authorized in Chapter 2 "Administration", Art. V. "Finance", Div. 2 "Fees, Rates, and Charges" of The Code of Ordinances, both regarding establishing fees for the regulation of dockless bike share programs permitted to operate in the City.				
Sponsors:	Aubrey Nettles				
Indexes:					
Code sections:					
Attachments:	Fee Resolution CH 8 Dockless Bikes				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on amending Chapter 2, "Administration," Article V, "Finance," Division 2 "Fees, Rates, and Charges" Section 2-120 of the Code of Ordinances and presentation, possible action, and discussion on amending Resolution No. 80-10-17-2Q that established the fees, rates, and charges as authorized in Chapter 2 "Administration", Art. V. "Finance", Div. 2 "Fees, Rates, and Charges" of The Code of Ordinances, both regarding establishing fees for the regulation of dockless bike share programs permitted to operate in the City.

- Good Governance

Recommendation(s): staff recommends approval of the previously discussed fees for the regulation of dockless bike share programs permitted to operate in the City:

1. Permit Application Fee. **\$750.00.**
2. Permit Renewal Fee. **\$750.00**
3. Removal, Impoundment, and/or Relocation Fee. A dockless bike share operator shall be assessed a **\$125.00** for each bike removed, impounded, or relocated.

Summary: Based on the feedback received from Council and the passage of the Dockless Bike

Share Ordinance on July 12th, staff is amending the Code of Ordinances to include the fees associated with the regulation of dockless bike share.

Budget & Financial Summary:

Attachments: Fee Resolution Ch 8 Dockless Bikes

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS (CITY), AMENDING RESOLUTION NO. 80-10-17-2Q THAT ESTABLISHED THE FEES, RATES AND CHARGES AS AUTHORIZED IN CHAPTER 2 “ADMINISTRATION”, ART. V. “FINANCE”, DIV. 2 “FEES, RATES AND CHARGES” OF THE CODE OF ORDINANCES.

WHEREAS, the Code of Ordinances, City of College Station, Texas contains substantially all ordinances compiled, adopted and approved by the College Station City Council; and

WHEREAS, Chapter 2 “Administration”, Art. V. “Finance”, Div. 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas requires all fees, rates and charges be adopted by resolution; now therefore,

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

PART 1: That the City Council has approved, authorized and established the fees, rates and charges as provided by Chapter 2 “Administration”, Art. V. “Finance”, Div. 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas, and as amended by adding the fees, rates and charges in **Exhibit A, “Fees, Rates and Charges”**.

PART 2: That reference to a Chapter, Article, Division or Section in **Exhibit A, “Fees, Rates and Charges”** shall be considered a reference to the same Chapter, Article, Division or Section from the Code of Ordinances, City of College Station, Texas.

PART: That this Resolution shall take effect ten (10) days from and after its passage.

ADOPTED this _____ day of _____, 2018.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

FEES, RATES AND CHARGES

CHAPTER 8: BUSINESSES

Article XIII. Dockless Bike Share Program

Sec. 8-824. Fees and Costs.

(a)

1. Permit Application Fee. **\$750.00.**
2. Permit Renewal Fee. **\$750.00**
3. Removal, Impoundment, and/or Relocation Fee. A dockless bike share operator shall be assessed a **\$125.00** for each bike removed, impounded, or relocated.

Legislation Details (With Text)

File #:	18-0521	Version:	2	Name:	External Audit Services
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	7/31/2018	In control:		In control:	City Council Regular
On agenda:	8/9/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on a letter agreement for year 1 of the Professional Auditing Services engagement with BKD, LLP for the fiscal year ending September 30, 2018 with expenditures totaling \$84,000 from the City of College Station.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a letter agreement for year 1 of the Professional Auditing Services engagement with BKD, LLP for the fiscal year ending September 30, 2018 with expenditures totaling \$84,000 from the City of College Station.

Relationship to Strategic Goals:

1. Good Governance
2. Financial Sustainability
3. Sustainable City

Recommendation(s): Staff recommends contracting with BKD, LLP. for the fiscal year ending September 30, 2018.

Summary:

In June 2018, staff solicited proposals for professional auditing services for the fiscal year ending September 30, 2018 with the option of renewing the engagement for up to four (4) subsequent years. Audits shall be performed in accordance with generally accepting auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards*, and the provisions of the *Uniform Guidance*.

The evaluation process consisted of three phases. The first phase related to firm professional qualifications and was evaluated on four criteria on a pass/fail basis. All Eight (8) applicants' proposals passed. The second phase consisted of an evaluation of the written proposals by a committee consisting of the Assistant City Manager, Finance Director, Internal Auditor and non-voting member of the Audit Committee who is an Accounting Professor at Texas A&M. The top four (4) firms were invited to make oral presentations to the review committee, Finance Department Managers and Director of Community Services. The presentations were held on July 17, 2018 and discussed by the group and ranked. Sealed pricing was opened after the discussion and ranked. The review committee concluded agreeing to recommend to the Audit Committee the appointment of BKD, LLP as they ranked first on the written presentation, oral presentation and were the lowest cost provider.

On July 23, 2018, the Audit Committee recommended that City Council select BKD, LLP to be the City's

external auditor.

Budget & Financial Summary:

and in the Community Development Budget.

Funds are available and budgeted in the General Fund,

Attachments:

Contract is on file in the City Secretary's Office.

Legislation Details (With Text)

File #:	18-0449	Version:	1	Name:	Larry J. Ringer Library Interlocal Agreement Renewal with City of Bryan
Type:	Agreement	Status:			Consent Agenda
File created:	6/29/2018	In control:			City Council Regular
On agenda:	7/26/2018	Final action:			
Title:	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:	David Schmitz				
Indexes:					
Code sections:					
Attachments:	ILA BCS Library System rev 8-2-18.pdf				

Date	Ver.	Action By	Action	Result
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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 1st 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 25th 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, 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, and/or paid for; tracking 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 system 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 7.04 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 Personnel & Administrative Policies & Procedures Manual.
- 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, track 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 C o n t r a c t shall be for one (1) year, shall automatically renew annually for up to one (1) additional year term, and shall be effective from October 1st of each year until September 30th of the following year (annual fiscal year). The Contract will expire October 1, 2020, unless 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

forgoing, 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

Chief Financial Officer

Date

CITY OF BRYAN

BY: _____
Andrew Nelson, Mayor

Date

ATTEST:

Mary Lynne Stratta, City Secretary

Date

APPROVED AS TO FORM:

Janis K. Hampton, 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)

File #:	18-0522	Version:	1	Name:	Annual Purchase Agreement for Sodium Hypochlorite
Type:	Bid Award	Status:		Status:	Consent Agenda
File created:	8/1/2018	In control:		In control:	City Council Regular
On agenda:	8/9/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on a bid award for the annual purchase of sodium hypochlorite, the liquid-chlorine disinfection product used to treat the potable water supply at the Sandy Point Pump Station. The total recommended award is \$115,847 to DXI Industries.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	SPPS bleach 18-106 Tab				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a bid award for the annual purchase of sodium hypochlorite, the liquid-chlorine disinfection product used to treat the potable water supply at the Sandy Point Pump Station. The total recommended award is \$115,847 to DXI Industries.

- Core Services and Infrastructure

Recommendation(s):

Staff recommends award to the lowest responsible bidder meeting the specifications as follows:

DXI Industries.	\$115,847.00
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Summary:

As part of the Sandy Point Improvement CIP, Water Services replaced the existing chlorine-gas disinfection system with the safer, and lower capital cost, liquid-chlorine (sodium hypochlorite) disinfection system. On July 26, 2018, two (2) sealed bids were received and opened for Invitation to Bid 18-106, for the annual purchase of sodium hypochlorite. Water Services staff evaluated the bids for compliance to the needed specifications. Staff is recommending award to a single vendor, DXI Industries.

Upon Council approval, a blanket order will be issued to DXI Industries. The materials will be expensed on an as needed basis. The price agreement will be for a one (1) year period with the option to renew for two additional one year terms.

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

Attachments:
Bid Tabulation #18-106



City of College Station - Purchasing Division
Bid Tabulation for #18-106
"Annual Price Agreement for Sodium Hypochlorite"
Open Date: Thursday, July 26, 2018 @ 2:00 p.m.

				Brenntag Southwest, Inc. Houston, TX		DXI Industries, Inc. Houston, TX	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID							
1	155,000	Gallon	12.5% Sodium Hypochlorite	\$0.88	\$136,400.00	\$0.75	\$115,847.00
BASE BID- TOTAL				\$136,400.00		\$115,847.00	
Bid Certification				X		X	
Bid Bond				N/A		N/A	
Addendum Acknowledged				N/A		N/A	

NOTES: Bidder: Univar USA Inc. submitted a No Bid

Legislation Details (With Text)

File #:	18-0515	Version:	1	Name:	Rezoning – Wellborn Settlement
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	7/25/2018	In control:		In control:	City Council Regular
On agenda:	8/9/2018	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, “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 WRS Wellborn Restricted Suburban for approximately 21 acres of land located approximately 0.18 miles south from the intersection of Greens Prairie Road West and Royder Road.				
Sponsors:	Alaina Helton				
Indexes:					
Code sections:					
Attachments:	Background Information Vicinity, Aerial & SAM Rezoning Map Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, “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 WRS Wellborn Restricted Suburban for approximately 21 acres of land located approximately 0.18 miles south from the intersection of Greens Prairie Road West and Royder Road.

Relationship to Strategic Goals:

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

Recommendation(s): The Planning and Zoning Commission considered this item on July 19, 2018 and voted 6-0 to recommend approval.

Summary: This request is amending the zoning district boundaries on the property to rezone approximately 21 acres from PDD Planned Development District to WRS Wellborn Restricted Suburban. At the time the PDD Planned Development District was adopted, the City of College Station had not adopted the Wellborn Zoning Districts. Additionally, a portion of this tract, approximately 2 acres, was recently rezoned to WC Wellborn Restricted Suburban on May 24, 2018.

This rezoning allows the property owner include this tract with the adjoining 34 acres, recently zoned WRS Wellborn Restricted Suburban on April 12, 2018, to create a cohesive subdivision.

REZONING REVIEW CRITERIA

- Whether the proposal is consistent with the Comprehensive Plan:** The subject property is located within the Wellborn Community Plan area with a Future Land Use and Character designation of Wellborn Restricted Suburban. This land use is generally for areas that should have a moderate level of development activities consisting of medium-density single-family residential lots (minimum 20,000 square feet) and may be clustered for reduced lot sizes (minimum 8,000 square feet). Open space should be provided so density is not increased when using the cluster option. Such open space should be in addition to a general open space requirement of 15 percent of the developing area. This land use also allows for 15 percent of the designated area to be used for townhomes, offices, and light commercial.

The proposed zoning district of WRS Wellborn Restricted is consistent with the Wellborn Community Plan, which was adopted as part of the City's Comprehensive Plan. WRS Wellborn Restricted Suburban will allow for the property to be subdivided into 20,000 square foot lots (or 8,000 square feet if clustered).

- Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:** The surrounding area is currently zoned R Rural, WRS Wellborn Restricted Suburban, WC Wellborn Commercial, and SC Suburban Commercial. When the subject property and surrounding areas were annexed into the City in 2015, they were zoned R Rural.

The Creek Meadows development, immediately to the west, is developed as medium-density residential. The development was master planned prior to annexation and continues to develop according to its PDD ordinance.

Earlier this year, on March 12, 2018, City Council approved the rezoning of approximately 34 acres to the south of the subject property to WRS Wellborn Restricted Suburban, which allows for the development of medium-density single-family development. The subject property and the aforementioned 34 acres are intended to be a cohesive single-family development to be known as Wellborn Settlement.

The surrounding properties along FM 2154 (or Wellborn Road) and future Royder Road, zoned WC Wellborn Commercial and SC Suburban Commercial would allow for the development of low-density commercial uses that provide services to nearby neighborhoods.

WRS Wellborn Restricted Suburban is appropriate and compatible with the existing context of the surrounding area.

- Whether the property to be rezoned is physically suitable for the proposed zoning district:** The site is approximately 21 acres and is proposed to be rezoned WRS Wellborn Restricted Suburban, which would allow for a maximum density of two (2) dwelling units per acre. The existing zoning district would allow for a similar density. The intent of the rezoning is allow the property owner to develop the subject 21 acres cohesively with the adjacent 34 acres that are zoned WRS Wellborn Restricted Suburban.
- Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:** Water

service will be provided by Wellborn Special Utility District. Sanitary sewer service will be provided by CSU. There is an existing 12" sanitary sewer line adjacent to this development within the Royder Road right-of-way. With the recent completion of downstream lift station and force main improvements, there is adequate capacity in the sanitary sewer system to serve the proposed Wellborn Settlement development.

Drainage is mainly to the south within the Peach Creek Drainage Basin, where detention is required. The site has access to Royder Road, a future 4 lane minor arterial, and Wellborn Road (FM 2154), a future 4 lane major arterial. Access to the site will be established at the Preliminary Plan stage. Individual lot access will be internal to the site and not permitted along Royder Road or Wellborn Road based on the classification. Drainage and other public infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines.

5. **The marketability of the property:** The subject property is currently zoned PDD Planned Development District, with a base zoning of RS Restricted Suburban. The property is marketable with this zoning district, which would allow for a medium-density subdivision, but would require an amendment to the concept plan due to the rezoning of a portion of the tract to WC Wellborn Commercial.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Vicinity Map, Aerial, and Small Area Map
3. Rezoning Map
4. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: July 19, 2018
Advertised Council Hearing Dates: August 9, 2018

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Creek Meadows HOA

Property owner notices mailed: 17
Contacts in support: None at the time of staff report.
Contacts in opposition: None at the time of staff report.
Inquiry contacts: None at the time of staff report.

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
Northeast (across Royder Road)	Wellborn Preserve - Open	R Rural	Single-Family Residential, Agricultural & vacant/undeveloped
South	Wellborn Restricted Suburban	WRS Wellborn Restricted Suburban	Vacant – Future Wellborn Settlement Subdivision
Southeast (across Royder Road)	Restricted Suburban	PDD Planned Development District	Single-family Residential (Creek Meadows Subdivision)
West	Wellborn Restricted Suburban	Wellborn Commercial, Suburban Commercial, and Rural	Vacant/Undeveloped, Single-Family Residential

DEVELOPMENT HISTORY

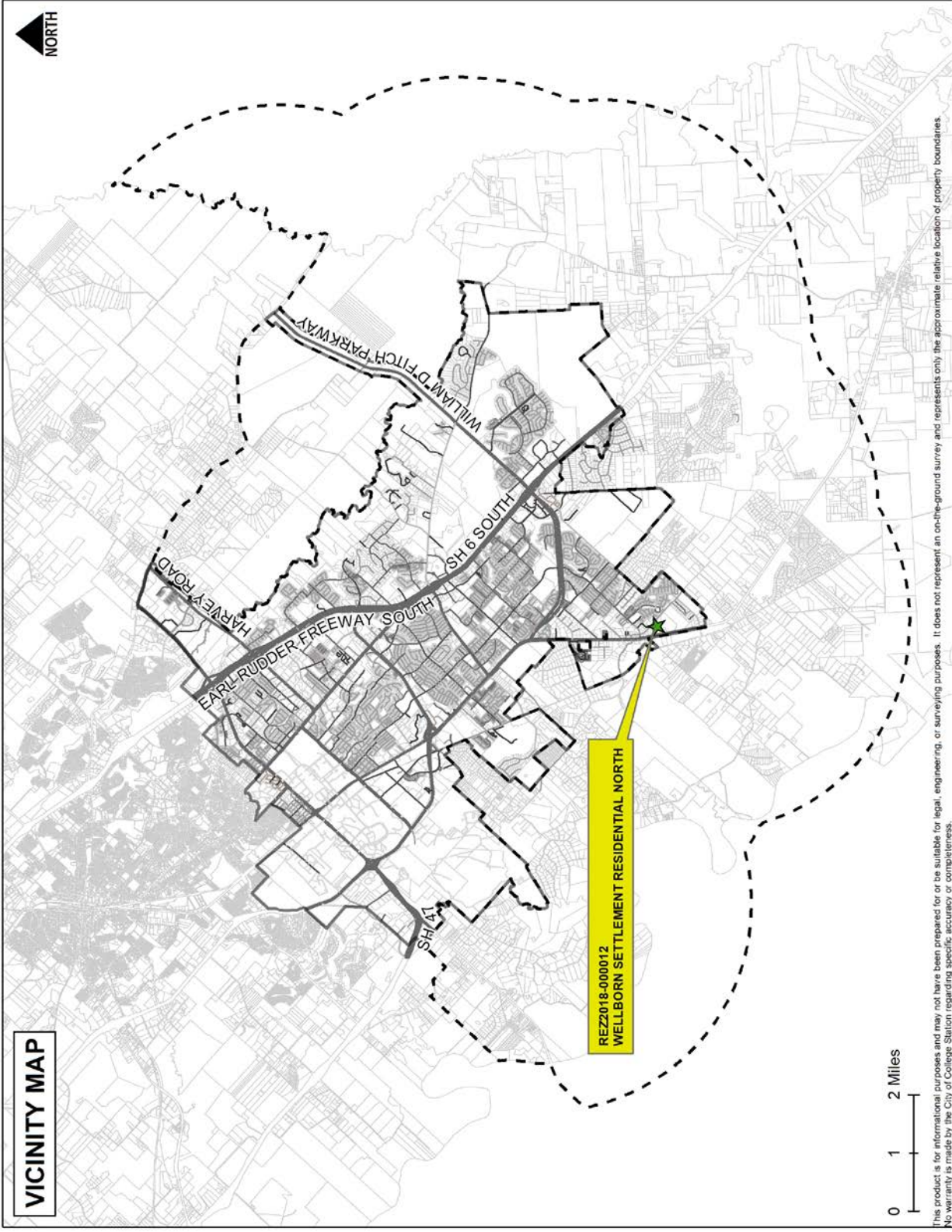
Annexation: April 9, 2015

Zoning: A-O Agricultural Open upon annexation
A-O Agricultural Open renamed to R Rural in 2013
R Rural to PDD Planned Development District in 2016

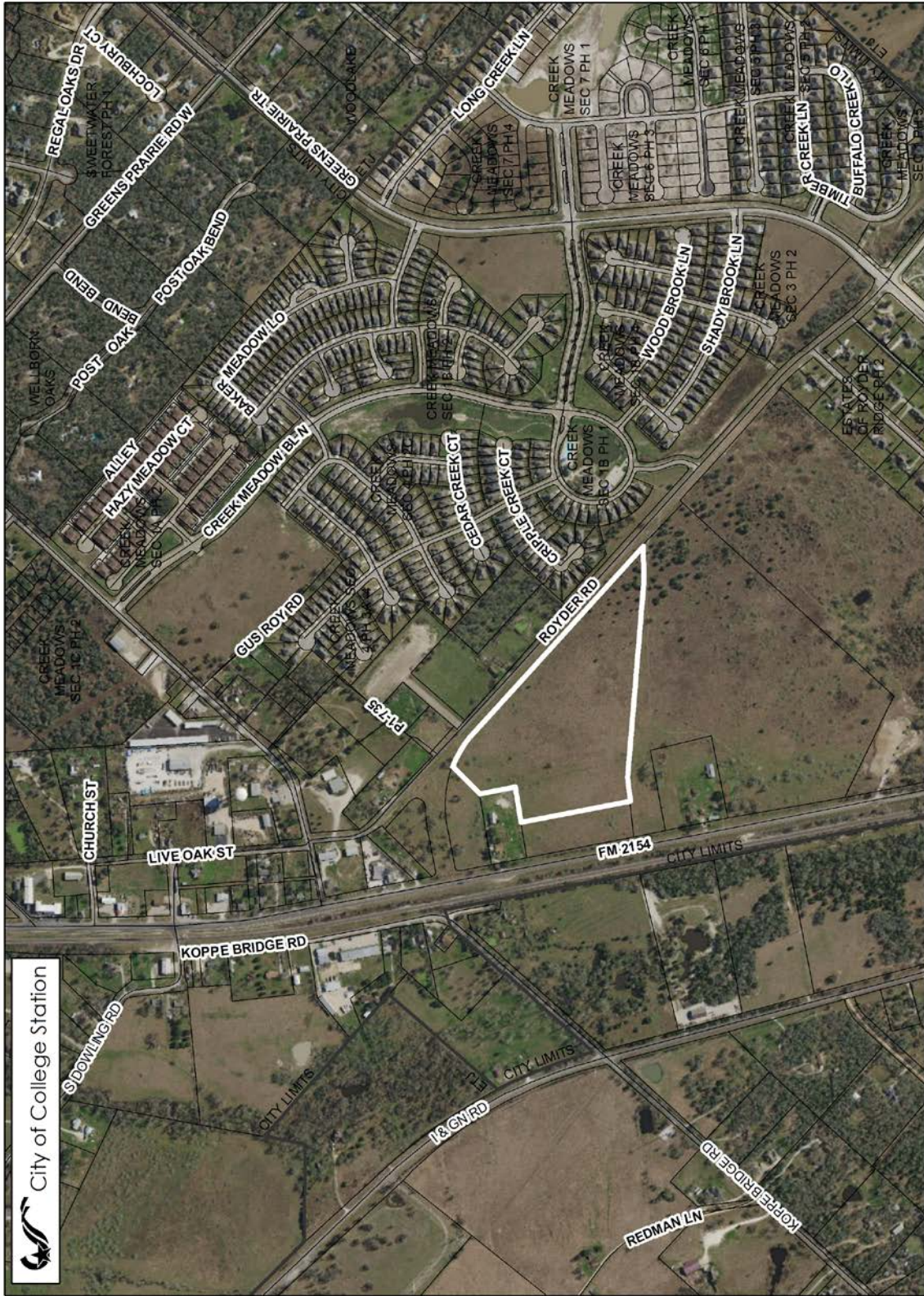
Final Plat: N/A - Unplatted

Site development: Property is vacant and undeveloped. The site is intended to develop for Wellborn Settlement Subdivision.

VICINITY MAP



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



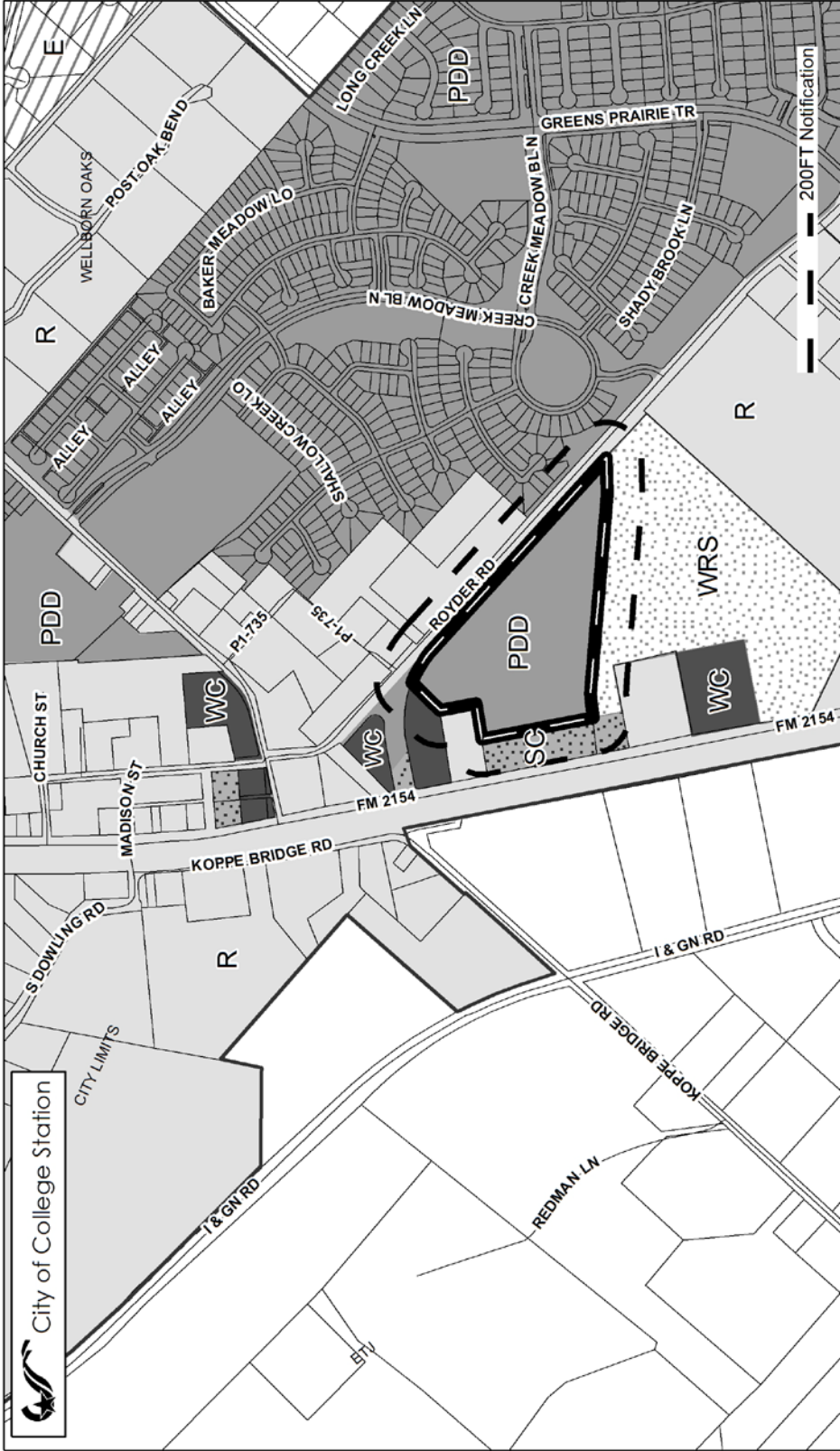
City of College Station

REZONING

Case: REZ2018-000012

WELLBORN SETTLEMENT RESIDENTIAL NORTH





City of College Station

ZONING DISTRICTS (in Grayscale)			
Residential	Multi-Family	Non-Residential	Planned Districts
R Rural	MF	NAP Natural Area	P-MUD Planned Mixed-Use Dist.
WE Wellborn Estate	MU Mixed-Use	O Office	PDD Planned Develop. Dist.
E Estate	MHP Manufactured Home Pk.	SC Suburban Commercial	Design Districts
WRS Wellborn Restricted Suburban		WC Wellborn Commercial	WPC Wolf Pen Creek Dev. Cor.
RS Restricted Suburban		GC General Commercial	NG-1 Core Northgate
GS General Suburban		CI Commercial Industrial	NG-2 Transitional Northgate
D Duplex		BP Business Park	NG-3 Residential Northgate
T Townhome		BPI College and University	
		C-U College and University	

0 750 1,500 Feet

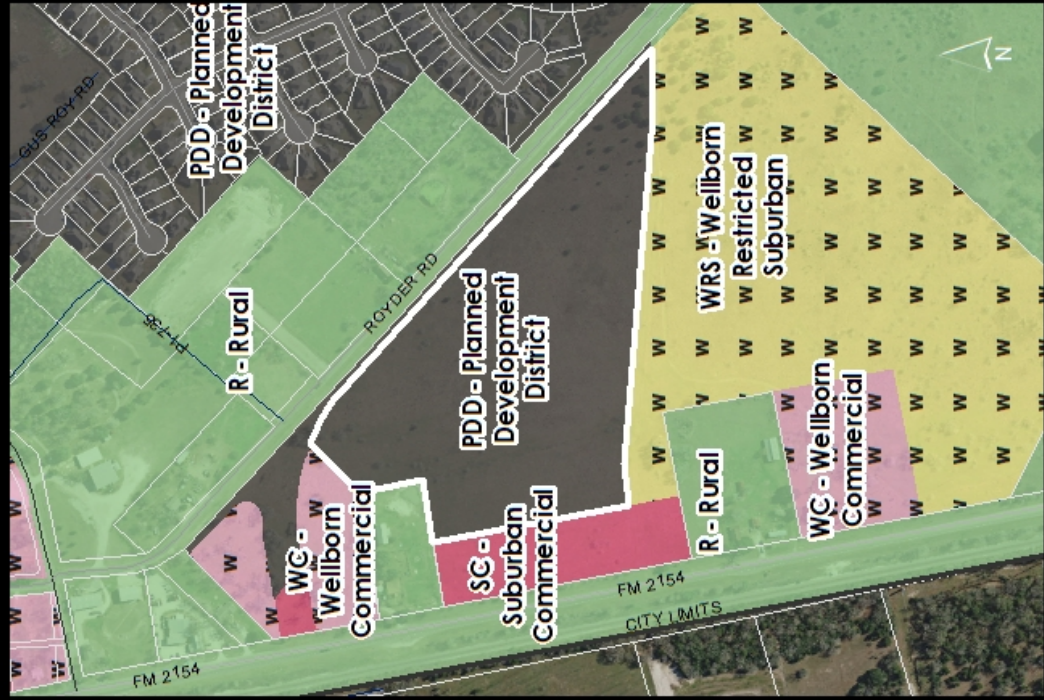
WELLBORN SETTLEMENT RESIDENTIAL NORTH

Case: **REZ2018-000012**

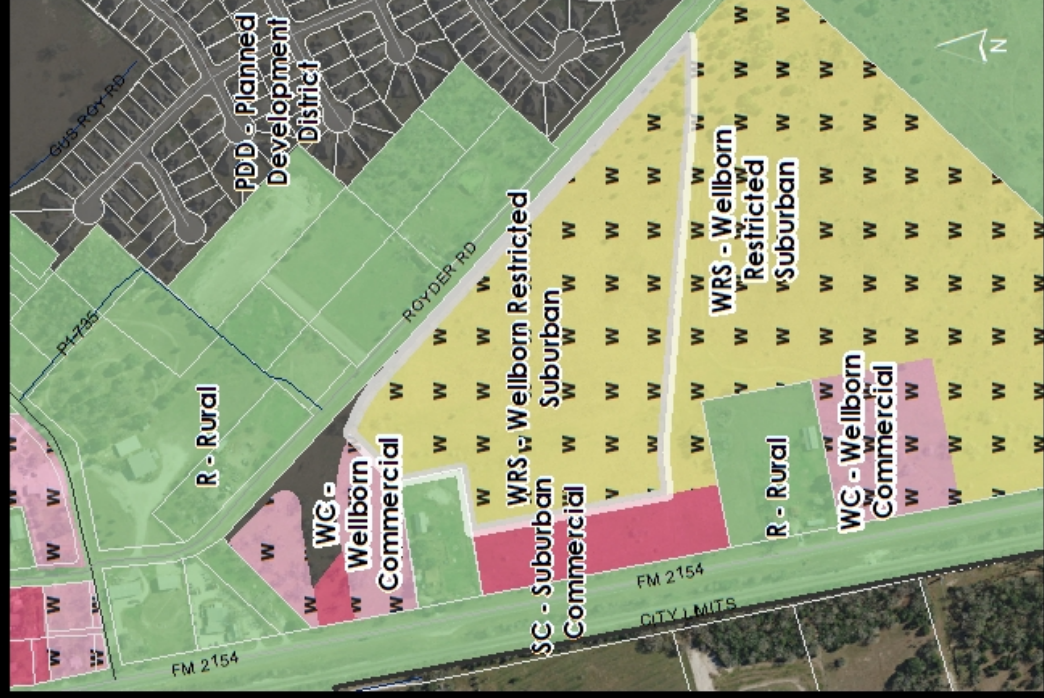
REZONING

Overlay Districts	Retired Districts
OV Corridor Ovr.	R-1B Single Family Residential
RDD Redevelopment District	R-4 Multi-Family
KO Krenek Tap Ovr.	R-6 High Density Multi-Family
NPO Nbrhd. Prevailing Ovr.	C-3 Light Commercial
NCO Nbrhd. Conservation Ovr.	RD Research and Dev.
HP Historic Preservation Ovr.	M-1 Light Industrial
	M-2 Heavy Industrial

EXISTING Zoning



PROPOSED Zoning



ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM PDD PLANNED DEVELOPMENT DISTRICT TO WRS WELLBORN RESTRICTED SUBURBAN AFFECTING APPROXIMATELY 20.7 ACRES BEING ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE SAMUEL DAVIDSON LEAGUE, ABSTRACT NO. 13, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 30.8 ACRE TRACT AS DESCRIBED BY A DEED TO TDG MANAGEMENT, LP RECORDED IN VOLUME 12739, PAGE 30 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** and **Exhibit “B”** and **“Exhibit C”** 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 9th day of August, 2018.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

The following property is rezoned from PDD Planned Development District to WRS Wellborn Restricted Suburban:

**METES AND BOUNDS DESCRIPTION
OF A
20.763 ACRE TRACT
SAMUEL DAVIDSON LEAGUE, A-13
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE SAMUEL DAVIDSON LEAGUE, ABSTRACT NO. 13, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 30.841 ACRE TRACT AS DESCRIBED BY A DEED TO TDG MANAGEMENT, LP RECORDED IN VOLUME 12739, PAGE 30 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ½ INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF A CALLED 2.00 ACRE TRACT AS DESCRIBED BY A DEED TO CARL DAVID HATTAWAY AND WIFE, GWENDOLYN S. HATTAWAY RECORDED IN VOLUME 1220, PAGE 64 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, AND AN INTERIOR CORNER OF SAID 30.841 ACRE TRACT;

THENCE: N 10° 55' 27" W ALONG THE COMMON LINE OF SAID 30.841 ACRE TRACT AND SAID 2.00 ACRE TRACT FOR A DISTANCE OF 208.99 FEET TO A ½ INCH IRON ROD FOUND MARKING THE NORTHEAST CORNER OF SAID 2.00 ACRE TRACT;

THENCE: N 44° 49' 16" E THROUGH SAID 30.841 ACRE TRACT FOR A DISTANCE OF 223.06 FEET TO THE SOUTHWEST LINE OF ROYDER ROAD (VARIABLE WIDTH R.O.W.) AND THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 624.50 FEET;

THENCE: ALONG THE SOUTHWEST LINE OF ROYDER ROAD AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 26' 30" FOR AN ARC DISTANCE OF 233.71 FEET (CHORD BEARS: S 58° 03' 59" E - 232.34 FEET) TO THE END OF SAID CURVE;

THENCE: S 47° 45' 46" E CONTINUING ALONG THE SOUTHWEST LINE OF ROYDER ROAD FOR A DISTANCE OF 1458.50 FEET TO THE COMMON LINE OF SAID 30.841 ACRE TRACT AND A CALLED 39.33 ACRE TRACT AS DESCRIBED BY A DEED TO TDG MANAGEMENT, LP RECORDED IN VOLUME 14018, PAGE 95 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: ALONG THE COMMON LINE OF SAID 30.841 ACRE TRACT AND SAID 39.33 ACRE TRACT FOR THE FOLLOWING CALLS:

S 88° 51' 26" W FOR A DISTANCE OF 211.56 FEET TO A ½ INCH IRON ROD FOUND;

N 85° 13' 34" W FOR A DISTANCE OF 1132.68 FEET TO A ½ INCH IRON ROD FOUND;

S 83° 51' 26" W FOR A DISTANCE OF 137.06 FEET TO THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 10° 52' 15" W THROUGH SAID 30.841 ACRE TRACT FOR A DISTANCE OF 643.33 FEET TO THE COMMON LINE OF SAID 30.841 ACRE TRACT AND SAID 2.00 ACRE TRACT;

THENCE: N 80° 51' 19" E ALONG THE COMMON LINE OF SAID 30.841 ACRE TRACT AND SAID 2.00 ACRE TRACT FOR A DISTANCE OF 205.85 FEET TO THE **POINT OF BEGINNING** CONTAINING 20.763 ACRES OF LAND AS SURVEYED ON THE GROUND. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

\\JOB\18-316\18-316.docx



Exhibit B

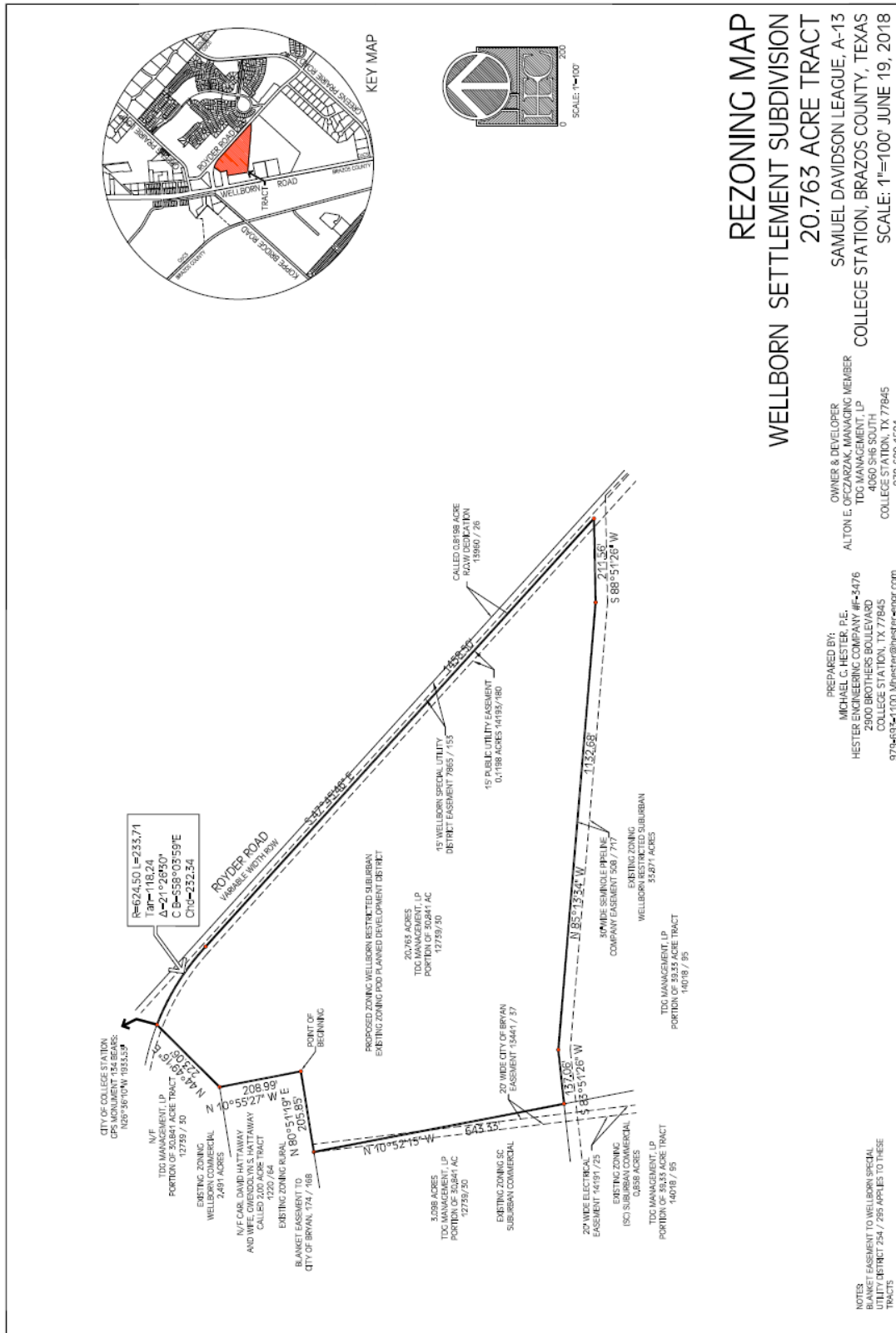
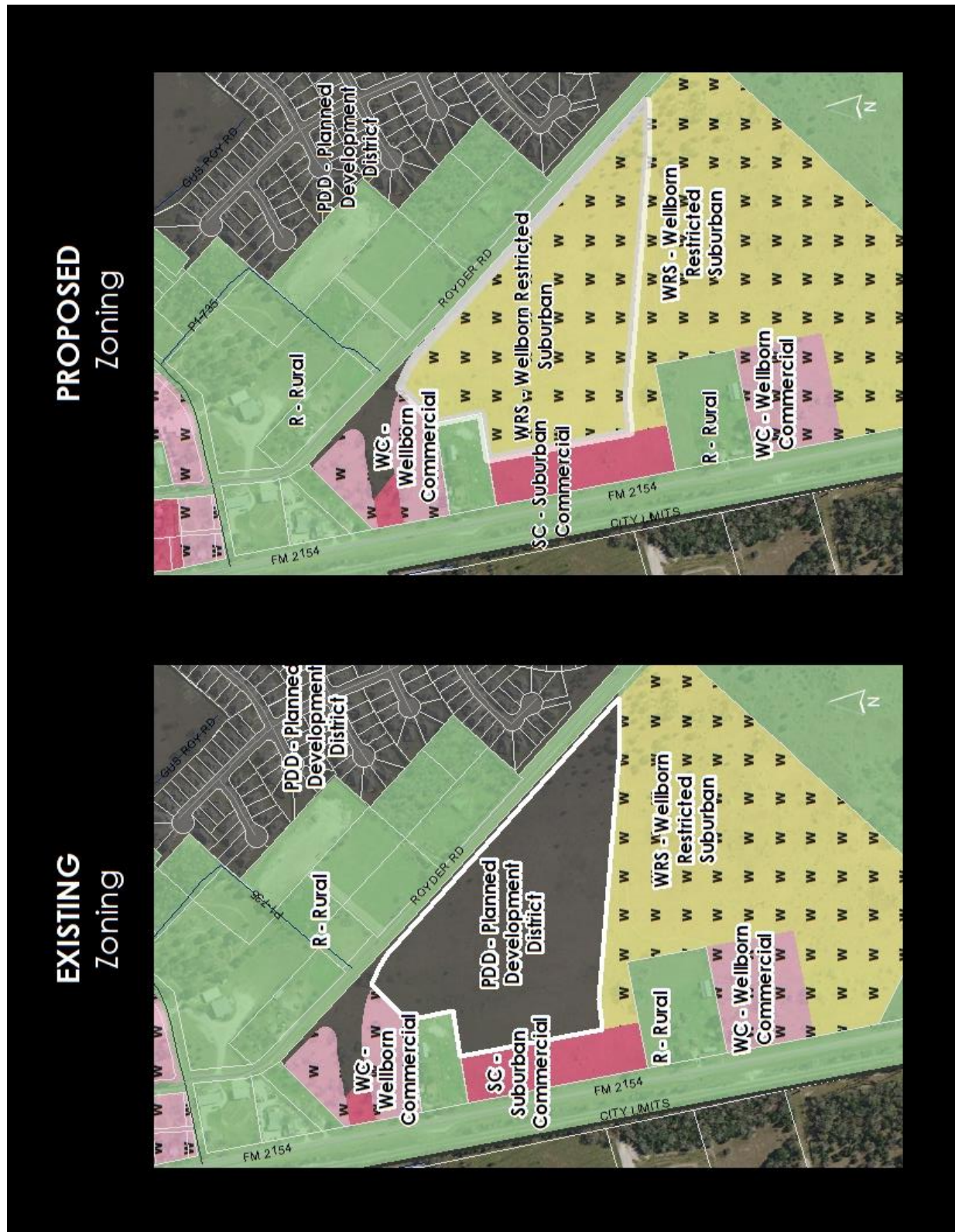


Exhibit C





Legislation Details (With Text)

File #:	18-0517	Version:	1	Name:	ZBA Appointment
Type:	Appointment	Status:		Status:	Agenda Ready
File created:	7/30/2018	In control:		In control:	City Council Regular
On agenda:	8/9/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding appointments to the Zoning Board of Adjustments.				
Sponsors:	Tanya Smith				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding appointments to the Zoning Board of Adjustments.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s):

Summary: Justin Lopez Michael Hardy, appointed January 2018, has submitted his letter of resignation. Staff has requested that the vacancy be filled with an appointment for an unexpired term (January 2020). This position has been advertised on going until position is filled and only one application was received.

The ZBA currently has 4 appointed alternates, and they all have experience serving on the Board. Staff has included them in the pool of applicants. Staff does not believe it is necessary to appoint another alternate if one were to be moved up to a regular position. The 3 remaining alternates would be enough, but at the Council's discretion.

Budget & Financial Summary: None

Attachments: None