



College Station, TX

Meeting Agenda
City Council -- Amended
1101 Texas Ave, College Station, TX 77840
Internet: <https://zoom.us/j/96357645375>
Phone: 888 475 4499 and Meeting ID: 963 5764 5375

July 22, 2021

4:00 PM

City Hall Council Chambers

This meeting will offer both in-person and remote participation following both the City's Guidelines for in-person, virtual attendance, and the speaker protocol in the agenda. The city uses a third-party vendor to help host the meeting and if the call-in number is not functioning access will be through the internet link only.

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

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

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

Litigation

- 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
- McCorry 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

Legal Advice

- Legal Advice regarding regulation of subdivisions in the extraterritorial jurisdiction.

Real Estate {Gov't Code Section 551.072};

Possible action. The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- Property located generally at the intersection of State Highway 6 and Harvey Road in College Station.

Personnel {Gov't Code Section 551.074};

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

- a. Council Self Evaluation
- b. City Manager

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

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

5. Presentation - Proclamations, Awards, and Recognitions.

- 5.1. Presentation of Historic Marker 107 by the Historic Preservation Committee to the Mirza family for their residence at 610 Welsh.

Sponsors: HPC Chairperson Gerald Burgner

Attachments: None

6. Hear Visitors.

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

7. Workshop Items.

- 7.1. Presentation, discussion, and possible action regarding whether citizens appointed to serve on City boards, commissions, and committees are subject to a code of ethics.

Sponsors: Carla Robinson

Attachments: None

- 7.2. Presentation, discussion, and possible action relating to a legislative update and review of the 87th Texas State Legislature.

Sponsors: Brian Piscacek

Attachments: None

7.3. Presentation, discussion, and possible action regarding the implementation of a remote pay system parking for on-street parking and in City-owned parking lots and facilities.

Sponsors: Amy Albright, Eric Chapman

Attachments: None

8. Consent Items.

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

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

- July 8, 2021 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM070821 DRAFT Minutes

8.2. Presentation, discussion, and possible action regarding adoption of a resolution approving the proposed FY 2022 (PY 2021) Annual Action Plan and Community Development Budget.

Sponsors: Debbie Eller

Attachments:

1. Attachment 1 - Resolution
2. Attachment 2 - FY 2022 Proposed Community Development Budget
3. Attachment 3 - FY 2022 Plan Development Process Summary
4. Attachment 4 - FY 2022 CDBG Public Service Funding
5. Attachment 5 - 2020-2024 Community Development Goals
6. Attachment 6 - 2021 Income Limits
7. Attachment 7 - Map of LMI Income Areas
8. Attachment 8 - Community Development Project Descriptions

8.3. Presentation, discussion, and possible action on an ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1012 "Traffic Schedule XII, Speed Limits," amending the Harvey Road speed limit.

Sponsors: Troy Rother

Attachments:

1. SH 30 Harvey RD Speed Limit Ord
2. Area Map

8.4. Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with CTTV, LLC dba Team 3 Rentals for the collection of recyclables from commercial businesses and multi-family locations.

Sponsors: Pete Caler

Attachments: 1. 21300580 CTTV LLC dba Team 3 Rentals and Service 6-21-21

- 8.5. Presentation, discussion, and possible action regarding approval of a contract with National Field Services, Inc., for Annual Electric Substation Maintenance. This contract is for one year in the amount of \$133,333 with two possible one-year renewals, for a total contract amount not to exceed \$400,000. This contract covers all planned work and miscellaneous repairs that may be needed in the eight substations during the term of the contract.

Sponsors: Timothy Crabb

Attachments: 1. RFP 21-043A Bid Tab & Eval Summary
2. Contract is available for review in the City Secretary's Office

- 8.6. Presentation, discussion, and possible action regarding a construction contract with Elliott Construction in the amount of \$1,613,354 for the State Highway 6 Waterline Phase 3 project.

Sponsors: Emily Fisher

Attachments: 1. 21-044 Tabulation (corrected) v2
2. Location Map

- 8.7. Presentation, discussion, and possible action on an ordinance amending Chapter 38 "Traffic and Vehicles", by temporarily prohibiting bike ways and allow parking along both sides of Sebesta Road from 250 feet east of State Highway 6 South Frontage Road to Pavilion Avenue.

Sponsors: Emily Fisher

Attachments: 1. Proposed Parking Zones - rev
2. CH 38 Parking Allowed Ord - Sebesta Road

- 8.8. Presentation, discussion, and possible action regarding a professional services contract with Kimley Horn & Associates in the amount of \$604,200 for the State Highway 40 Waterline project.

Sponsors: Emily Fisher

Attachments: 1. Location Map
2. 20210514 - Scope of Work_SH 40 WL
3. 20210603 Fee Summary-SH 40 Water Line

- 8.9. Presentation, discussion, and possible action regarding a HOME Investment Partnership Program Community Housing Development Organization funding agreement in the amount of \$229,000 with Elder Aid to provide funds to acquire and rehabilitation a duplex location at 1522 Pine Ridge.

Sponsors: Debbie Eller

Attachments: 1. HOME CHDO Agreement - Elder Aid
2. Location Map - 1522 Pine Ridge

- 8.10. Presentation, discussion, and possible action on an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General and Special Election a that will be held on Tuesday, November 2, 2021.(Presentación, discusión, y posible acción 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 2 de noviembre de 2021.)

Sponsors: Tanya Smith

Attachments: 1. ILA Election Agr 2021 signed
2. ILA Election Agr 2021 Spanish signed

8.11. Presentation, discussion, and possible action on approving annual water meter purchases from Badger Meter, Inc. Based on the current unit pricing, the estimated annual expenditure for water meters is \$125,000.

Sponsors: Gary Mechler

Attachments: 1. Sole Source Letter
2. Badger Meter Quote 8.1.2021 to 7.31.2022

8.12. Presentation, discussion, and possible action regarding approval of an Interlocal Agreement between Brazos County, the City of Bryan, and the city of College Station for the 2021 Byrne Justice Assistance Grant (JAG) Program in which the City of College Station has been allocated \$15,685.90 for the purpose of supporting law enforcement programs.

Sponsors: Rodney Sigler

Attachments: 1. 2021 JAG Interlocal Agreement

8.13. Presentation, discussion, and possible action on resolutions authorizing the Chief of Police as the authorized official to execute documents necessary for the release of grant funds from the Office of the Governor Homeland Security Division for SWAT team night vision equipment.

Sponsors: Rodney Sigler

Attachments: 1. Grant 4283801 SWAT night vision resolution

8.14. Presentation, discussion, and possible action regarding an amendment to the Interlocal Agreement with the City of Bryan for the Management of the Larry J. Ringer Library, related to Information Technology Services.

Sponsors: Sam Rivera

Attachments: 1. 2021 Amended ILA BCS Library System
2. 2021 Amended redline version ILA BCS Library System

8.15. Presentation, discussion, and possible action regarding an amendment to Chapter 38, "Traffic and Vehicles," Article II "Stopping, Standing, and Parking" by adding Division IV "Remote Pay System Parking".

Sponsors: Debbie Eller

Attachments: 1. CH 38 Art 2 Div 4 Remote Park Pay Ord

8.16. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, "Traffic and Vehicles," Article II "Stopping, Standing, and Parking," by amending and adding certain sections allowing remote pay system parking.

Sponsors: Debbie Eller

Attachments: 1. CH 38 Art 2 Ord Amend

9. Regular Items.

9.1. Presentation, discussion, and possible action on the Fiscal Year 2022 BVSWM, Inc. Budget.

Sponsors: Pete Caler

Attachments: 1. Proposed FYE2022 Budget

- 9.2. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance, "Article 4, Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from D Duplex to MF Multi-Family for approximately 0.3 acres located at 1531 Pine Ridge Drive.

Sponsors: Derrick Williams

- Attachments:
1. Ordinance
 2. Background Information
 3. Vicinity Aerial and Small Area Maps
 4. Future Land Use Map
 5. Rezoning Map
 6. Rezoning Exhibit
 7. Applicant Supporting Information

- 9.3. Presentation, discussion, and possible action on an ordinance ordering a General and Special Election to be held on November 2, 2021 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, discusión, y posible acción acerca de una ordenanza que ordene Elecciones Generales y Especiales a celebrarse el 2 de noviembre de 2021 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, Carla Robinson

- Attachments:
1. Charter Amendment ORD Ordering November 2021 General and Special Election CAR Draft 070821 TS CAR
 2. Spanish - Charter Amendment ORD Ordering November 2021 General and Special Election CAR Draft 070821 TS CAR

10. Council Calendar - Council May Discuss Upcoming Events.

11. Items of Community Interest.

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

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

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

Sponsors: City Council

Attachments: None

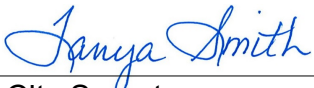
13. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items.

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

14. Adjourn.

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on July 19, 2021 at 1:00 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, Código de Gobierno (Ley de licencias de arma de mano), no deben entrar a esta propiedad portando arma de mano al aire libre.”

July 22, 2021
Item No. 5.1.
Historic Marker 107 to 610 Welsh

Sponsor: HPC Chairperson Gerald Burgner

Reviewed By CBC: Historic Preservation Committee

Agenda Caption: Presentation of Historic Marker 107 by the Historic Preservation Committee to the Mirza family for their residence at 610 Welsh.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Council should receive this presentation.

Summary: Requested by HPC Chairperson Gerald Burgner.

Budget & Financial Summary: None.

Attachments:

None

July 22, 2021

Item No. 7.1.

Ethics report for City Boards, Commissions, and Committees

Sponsor: Carla Robinson, City Attorney

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding whether citizens appointed to serve on City boards, commissions, and committees are subject to a code of ethics.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Receive the information.

Summary: During the past few months the City Council has focused discussions on ethical requirements for City Council members. In the 'Future Agenda Item' portion of the July 8, 2021, council meeting, the City Council directed the City Attorney to provide information regarding whether citizens appointed by the City Council to serve on a city board, commission, or committee are subject to a code of ethics they are required to follow. Upon review of state law and city requirements, the City Attorney determined that, similar to the City Council, appointees to College Station boards, commissions, and committees are subject to certain ethical restrictions, though no code of ethics has been adopted.

Budget & Financial Summary: None.

Attachments:

None

July 22, 2021
Item No. 7.2.
Review of 87th Texas State Legislature

Sponsor: Brian Piscacek, Assistant to the City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action relating to a legislative update and review of the 87th Texas State Legislature.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Staff recommend that Council receive the presentation.

Summary: Legislative consultant Jennifer Rodriguez will provide a review of the 2021 Texas legislative session, including legislation impacting City operations and management.

Budget & Financial Summary: N/A

Attachments:

None

July 22, 2021
Item No. 7.3.
Remote Pay System Parking Program

Sponsor: Amy Albright, Eric Chapman

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the implementation of a remote pay system parking for on-street parking and in City-owned parking lots and facilities.

Relationship to Strategic Goals:

Financial Sustainability, Core Services & Infrastructure, Neighborhood Integrity, Diverse & Growing Economy

Recommendation(s): Staff recommends City Council receive a presentation and provide feedback.

Summary:

In an effort to address on-street parking congestion in residential neighborhoods during certain events, such as football games, City staff have explored the implementation of a paid parking system for on-street parking in certain neighborhoods and in City-owned parking lots during these events.

Staff will present the following proposed program structure:

- The program would be managed through a remote parking fee payment system (Parkmobile), similar to the system on campus.
- The system will allow for patrons to pay remotely for a specified time and be notified by phone, text, or email when the time is expiring so that they can make another payment, if necessary.
- The remote parking fee payment system will allow for residents in the neighborhood to register a specified number of vehicles that can be parked on the street and be exempt from paying a parking fee.
- Signage posted in the area would direct people parking on the streets when paid parking is required and provide options for payments using a QR code, a parking application, a 1-800 number, or visiting a website.
- Unpaid parking and illegal parking would be enforced.
- Paid parking would begin with gamedays only then potentially expand to other special events or daily parking.

Areas for program (see attached maps):

- An approximate 1.5-mile radius from Kyle Field

- Approximately 6,000 parking spaces are located within this area
- City-owned parking lots (City Hall site)

Implementation Timeline:

- 30 - 60 days for remote payment system
- Parkmobile is the vendor used on campus and in many other communities. There are a total of 21 million users in the United States.

Signage:

- Initially provided by vendor at no cost
- Utilize existing signposts or temporary signposts, as much as possible

Proposed fee:

- \$3.50 per hour with no maximum time

Cost:

- Convenience fee of \$0.35 is charged to patron
- City would be responsible for a 3% processing fee and \$0.15 transaction fee
- Contract with Parkmobile will include a not to exceed amount of \$75,000 for three years
- Replacement signage cost will be borne by the City

Future Steps:

- Implement License Plate Reader (LPR) technology for enforcement (4- to 5-month implementation period)
- Cost of approximately \$30,000 for one system

Staffing:

- In previous years, Code Enforcement, Northgate District Staff, and CSPD staff are scheduled to work on gamedays for parking enforcement
- The LPR technology will allow for efficiencies and reduce the number of required staff

Revenue:

- Revenue from the program would be used to manage the program, as well as to fund neighborhood enhancement programs
- Neighborhood enhancement programs would be further evaluated and brought back to City Council for consideration

An ordinance is included on the City Council agenda, as well as the contract with Parkmobile.

Budget & Financial Summary: Proposed revenue and expenses to be included in FY2022 budget.

Attachments:

None

**July 22, 2021
Item No. 8.1.
Council Minutes**

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

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

- July 8, 2021 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM070821 DRAFT Minutes

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

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

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

City Staff:

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

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

With a quorum present, the Meeting of the College Station City Council was called to order by Mayor Mooney via In-Person and Teleconference at 4:02 p.m. on Thursday, July 8, 2021, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.074-Personnel the College Station City Council convened into Executive Session at 4:02 p.m. on July 8, 2021, to continue discussing matters pertaining to:

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

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

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

- City Manager
- Council Self-Evaluation

Executive Session recessed at 5:51 p.m.

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

No vote or action was taken in Executive Session.

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

5. Hear Visitors Comments

Terri Sabella, Executive Director at HealthPoint, College Station, presented a brief update on the services HealthPoint offers. These include primary medical care, preventative dental care, and behavioral services to all residents of the greater Brazos Valley.

6. Workshop Items

6.1 Presentation, discussion, and possible action regarding design standards in College Station.

Molly Hitchcock, Planning and Development Assistant Director, provided a summary of the non-residential architectural standards. There are variations to a few of the standards and additional mass and design standards specific to SC Suburban Commercial, MU Mixed Use, and WC Wellborn Commercial zoning districts to help provide an aesthetic and scale more appropriate for the respective areas. However, the GC General Commercial is the most common commercial zoning district in College Station and a summary of its UDO requirements are stated below:

- Horizontal Façade Articulation (wall plane projections or recessions)
- Building Entry Design
- Architectural Relief (Canopies, awnings, wall plane projections, columns, pilasters, cornices, recessed entries, balconies, etc.)
- Roof and Roofline Design
- Building Materials (Texas Legislature passed H.B. 2439 in 2019, the City may no longer regulate building materials allowed by the International Building Code.)

Mrs. Hitchcock explained that the Wolf Pen Creek and Northgate zoning districts are considered College Station's "design" districts. These are areas with unique assets and challenges that warrant their own zoning regulations to support their establishment and growth as special places. As design districts, architectural guidelines and/or standards are applied to mixed use and residential buildings in addition to non-residential buildings. These districts were established over 30 years ago and the requirements have been amended over time. Staff performs reviews and approves designs and the Design Review Board considers specific exceptions to the ordinance. Wolf Pen Creek standards are designed to encourage the public and private use of Wolf Pen Creek and the corridor as an active and

passive recreational area. Northgate standards exist to facilitate a pedestrian-friendly, urban environment where people can eat, work, live, and recreate in an area within proximity to the university.

6.2. Presentation, discussion, and possible action on the FY 2021-2022 Proposed Budget.

Mary Ellen Leonard, Director of Finance, presented the proposed FY 2021-2022 budget and noted that budget workshop meetings are scheduled for July 19th, 20th, and 21st to review the proposed budget of \$353,737,474 and discussed key budget decision points.

A public hearing is to be scheduled for July 27th, adoption of the budget scheduled for August 12th, and according to the charter, final action on the proposed budget must take place on or before September 27th.

7. CONSENT ITEMS

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

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

- **June 24, 2021 Council Meeting**

7.2. Presentation, discussion, and possible action regarding approval of Change Order 1 to contract 18300472 with Schweitzer Engineering Laboratories (SEL) for an increase of \$95,000, for a new total not to exceed amount of \$495,000 and an extension of the term through May 31, 2022.

7.3. Presentation, discussion, and possible action regarding the rejection of received proposals and cancelation of RFP 21-051 for the Northgate Underground Conduit & Manhole Construction.

7.4. Presentation, discussion, and possible action regarding approval of Change Order 1 for the City's annual price agreement with Techline Inc., for electric warehouse inventory of distribution conductor in the amount of \$77,130 for an increase not to exceed total amount of \$1,341,405.

7.5. Presentation, discussion, and possible action regarding approval of Amendment No. 1 to the Construction Manager at Risk (CMAR) contract with JaCody Construction, LP accepting the Guaranteed Maximum Price (GMP) of \$1,799,989 for the new Facilities Maintenance building project.

7.6. Presentation, discussion, and possible action on calling a public hearing on the City of College Station FY 2021-2022 Proposed Budget for Tuesday July 27, 2021, at 6:00 PM in the City Hall Council Chambers.

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

8. REGULAR ITEMS

8.1 Public Hearing, presentation, discussion, and possible action on Ordinance No. 2021-4273 for Budget Amendment 3 amending Ordinance No. 2020-4206 which will amend the budget for the 2020-2021 Fiscal Year in the amount of \$55,027,286.

Mary Ellen Leonard, Director of Finance, stated that the proposed budget amendment is to increase the FY21 budget appropriations by \$55,027,286 primarily as a result of \$48,333,000 for payment of electricity costs related to Winter Storm Uri, \$2,882,568 related to the release of the COVID-19 hiring freeze as a result of additional sales tax received, \$1,383,132 for the payment of grant funds received under the CARES Act to local hospitals for COVID-19 Relief, and \$1,503,000 for the advance purchase of FY22 replacement items to minimize supply chain waiting times and purchasing spikes as a result of COVID-19. This amendment also includes five Interfund transfers totaling \$8,382,176 that have no overall budget impact. If approved, the net revised budget appropriations will be \$372,012,045.

At approximately 6:44 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 6:44 p.m.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2021-4273 for Budget Amendment 3 amending Ordinance No. 2020-4206 which will amend the budget for the 2020-2021 Fiscal Year in the amount of \$55,027,286. The motion carried unanimously.

8.2. Public Hearing, presentation, discussion, and possible action regarding Resolution No. 07-08-21-8.2 adopting Substantial Amendment 1 to the 2020 Annual Action Plan adding Public Facility as a Project and Goal; and moving \$22,000 from Community Development Block Grant Administrative Funding to Public Facility for the design of a playground equipment replacement project at the Lincoln Recreation Center.

Raney Whitwell, Community Development Analyst, stated that the normal life span of a playground and surfacing is fifteen years and the playground, swing, and surfacing at the Lincoln Recreation Center playground is past that date and needs to be replaced. The replacement project will include the removal of existing play equipment, surfacing, and swing and the installation of like equipment, swing, and surfacing. The project will also include the addition of seating and trash cans.

Mrs. Whitwell explained that funding for the design of this project has been identified in the current year Community Development Budget, specifically Community Development Block Grant (CDBG) Administrative funds. CDBG allows for Public Facility activities to be carried out, but Public Facility was not a goal identified in the current year's Annual Action Plan. Substantial Amendment 1 to the Program Year 2020 Annual Action Plan adds the goal of Public Facility and moves \$22,000 from CDBG Administration to Public Facility for the design of the Lincoln Recreation Center Playground Replacement project. The estimated construction cost is \$235,925, and this amount will be included

in the proposed Program Year 2021 Annual Action Plan and FY2022 Community Development Budget.

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

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

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Cunha, the City Council voted seven (7) for and none (0) opposed, to approve Resolution No. 07-08-21-8.2, adopting Substantial Amendment 1 to the 2020 Annual Action Plan adding Public Facility as a Project and Goal; and moving \$22,000 from Community Development Block Grant Administrative Funding to Public Facility for the design of a playground equipment replacement project at the Lincoln Recreation Center. The motion carried unanimously.

8.3. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2021-4274 adopting the standards of care for the City's Parks and Recreation Department's elementary age (5-13) Youth Recreational Program.

Kelly Kelbly, Parks and Recreation Assistant Director, stated that according to Section 42.041 of the Human Resources Code, the City Parks and Recreation Department shall adopt a Standard of Care Ordinance for the City's elementary age (5-13) Youth Recreational Program. This Ordinance must be adopted on an annual basis. In conjunction with the Legal Department, Parks & Recreation staff has drafted the ordinance for adoption.

At approximately 6:54 p.m., Mayor Mooney opened the Public Hearing.

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

MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2021-4274, adopting the standards of care for the City's Parks and Recreation Department's elementary age (5-13) Youth Recreational Program. The motion carried unanimously.

8.4. Presentation, discussion, and possible action regarding a proposed amendment to the College Station City Charter to hold general elections in November of odd-numbered years rather than in November of even-numbered years.

Carla Robinson, City Attorney, stated that prior to 2018, College Station's general election was held annually each November. In 2018, the City Charter was amended to hold the general election in November of each even-numbered year. During the June 24, 2021, meeting, the Council discussed asking the voters to consider moving the City's general election to November of each odd-numbered year as part of the charter amendment election planned for November 2, 2021. The Council directed the City Attorney to provide the Council with information and proposed proposition language at today's meeting.

At approximately 7:08 p.m., Mayor Mooney opened for Citizens Comments.

Don Moore, College Station, came to state is opposed to this item and surprised to see the council considering an item to lower voter turnout in City elections. He stated that on the odd years some members of the community may not be aware of a local election.

Bobbi Rodriguez, College Station, came before council to oppose this item. She believes that the voters have already voted to have elections in even numbered years just 3 years ago. To her this is effectively an act of voter suppression and places the power of the vote in a small number of voters.

Elianor Vessali, College Station, opposes this item and has concerns about some statements that this item will concentrate the vote in the hands of “educated voters.” She takes issue with the idea of educated voters being of more value as voters and is concerned about other potential ways that only educated voters would be selected.

There being no comments, the Citizens Comments was closed at 7:20 p.m.

MOTION: Upon a motion made by Councilmember Crompton and a second by Councilmember Brick, the City Council voted four (4) for and three (3) opposed, with Mayor Mooney and Councilmembers Nichols and Cunha voted against, to approve a proposed amendment to the Station City Charter to hold general elections in November of odd-numbered years rather than in November of even-numbered years. The motion carried.

8.5 Presentation, discussion, and possible action regarding Ordinance No. 2021-4275 consenting to and extending the Mayor's renewal of a disaster declaration due to public health emergency.

Bryan Woods, City Manager, stated that on July 2, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, and June 7, 2021. The conditions necessitating the declaration of a state of disaster and mayoral orders continue to exist. The Council needs to consent to and approve the Mayor's Disaster Declaration renewal.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2021-4275, consenting to and extending the Mayor's renewal of a disaster declaration due to public health emergency. The motion carried unanimously.

9. Council Calendar

Council reviewed the calendar.

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

imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

Councilmember Brick reported on the opening of Phase II of the Fun for All on July 27, 2021.

Councilmember Cunha congratulated Tanya Smith, City Secretary for being selected as the Texas Municipal Clerk of the Year by the Texas Capital Chapter and Ian Whittenton, Deputy City Secretary for being nominated for TMCA Capital Chapter Clerk of the Year.

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

Nothing to report.

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

Councilmember Harvell requested an item on ethics or policy on Committee members appointed by Council to a City Committee.

Councilmember Crompton requested an item on possible paths to completing Texas Avenue, and ways to convert other roadways into boulevards.

13. Adjournment.

There being no further business, Mayor Mooney adjourned the Meeting of the City Council at 7:58p.m. on Thursday, July 8, 2021.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

July 22, 2021

Item No. 8.2.

FY2022 (PY2021) Annual Action Plan and Community Development Budget

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding adoption of a resolution approving the proposed FY 2022 (PY 2021) Annual Action Plan and Community Development Budget.

Relationship to Strategic Goals:

Core Services & Infrastructure, Neighborhood Integrity, Diverse & Growing Economy

Recommendation(s): Staff recommends Council approve the resolution regarding the proposed FY 2022 (PY 2021) Annual Action Plan and Community Development Budget.

Summary:

Community development programming for the City of College Station is currently directed by the 2020 - 2024 Consolidated Plan. The U. S. Department of Housing and Urban Development requires each grantee develop a Consolidated plan that includes a community needs assessment, housing market analysis, housing conditions analysis, and specific goals and objectives to establish a unified vision for actions that will be carried out for the five years.

The City is required to submit to a one-year Annual Action Plan describing projects, activities, and budget to be funded with the community development grants received. Annual Action Plan activities must correspond to the 5-Year Consolidated Plan. The total grant funds available next year is \$1,448,329 in Community Development Block Grant (CDBG) funds and \$595,662 in HOME Investment Partnership Program Grant (HOME) funds. These amounts include carry-over funds from previous years and new year allocation amounts of \$1,219,430 in CDBG and \$480,625 in HOME funding. Program Year 2021 funding will be available on October 1, 2021.

CDBG and HOME funds may only be used to: (1) benefit low- and moderate-income persons; (2) aid in the elimination of slum and blighting influences; and/or (3) meet an urgent community need. Further, CDBG funds may be used to meet local needs through a wide range of community development activities, while HOME funds may only be used for affordable housing activities.

The Annual Action Plan and budget must be delivered to HUD no later than August 16, 2021. Therefore, this information is presented prior to Council's consideration of the overall City budget. Adoption of the Plan by resolution also establishes a Community Development Program as defined by the Texas Local Government Code and provides authority for the City Manager to sign all required applications, certifications, evaluations, and other forms required by U. S. Department of Housing and Urban Development for all Community Planning and Development Grant Programs for the Program Year 2021 on behalf of the City of College Station.

A Public Hearing was held on March 23rd to obtain citizen input concerning goals and objectives, community needs, and fair housing to allow staff to develop the plan. Staff presented the proposed plan and budget to City Council and held a Public Hearing at the June 24th meeting. Staff also held a Public Hearing at the Lincoln Recreation Center on Tuesday, July 6th. A public notice was included in The Eagle and La Voz advertising the meetings, opportunity to review, and ability comment on the plan and budget. The plan was available for review electronically on the Community Development web page and copies of the plan were located at the Community Services office, City Secretary's office, the Larry J. Ringer Public Library, and at the Lincoln Recreation Center. A 30-day public comment period was held from June 16th through July 15th.

Historically, the City has utilized these funds for a variety of programs and activities, including: affordable housing assistance programs (homebuyer assistance, security deposit assistance, rehabilitation, new construction, and minor repair); funding for direct services to low-income families through non-profit programs; demolition; economic development, infrastructure improvements to parks, streets, grant administration, and public facilities in areas within the city that are primarily low-to-moderate-income areas of the city.

To better address Economic Development needs identified, staff proposes the development of a Façade Improvement Program to assist College Station businesses. If adopted as part of the Annual Action Plan goals, staff will work to develop guidelines for Council consideration at a later date.

Budget & Financial Summary: FY2022 Community Development Budget:

CDBG: \$1,448,329

HOME: \$595,662

Attachments:

1. Attachment 1 - Resolution
2. Attachment 2 - FY 2022 Proposed Community Development Budget
3. Attachment 3 - FY 2022 Plan Development Process Summary
4. Attachment 4 - FY 2022 CDBG Public Service Funding
5. Attachment 5 - 2020-2024 Community Development Goals
6. Attachment 6 - 2021 Income Limits
7. Attachment 7 - Map of LMI Income Areas
8. Attachment 8 - Community Development Project Descriptions

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE PROGRAM YEAR 2021 (FY 2022) 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 \$1,448,329 in Community Development Block Grant (CDBG) funds and \$595,662 in Home Investment Partnership Program (HOME) funds from the United States Department of Housing and Urban Development (HUD) in Program Year 2021 and has prepared a Program Year 2021 (FY 2022) 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 2021 (FY 2022) Action Plan and Community Development Budget; and

WHEREAS, the City Council acknowledges that the adoption of the Program Year 2021 (FY 2022) 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 2021 (FY 2022) 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 2021 (FY 2022) 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 July 2021.**

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Attachment 1: FY 2022 Proposed Community Development Budget

PROJECT	CDBG & HOME CARRY-OVER	CDBG & HOME NEW ALLOCATIONS	CDBG & HOME TOTAL PROPOSED
Owner-Occupied Rehabilitation (Minor Repair & Owner-Occupied Rehab)	\$0	\$75,000	\$75,000
Rehabilitation Administration	\$1,333	\$45,000	\$46,333
Demolition	\$10,000	\$30,000	\$40,000
Acquisition/Rehabilitation	\$40,150	\$70,000	\$110,150
Acquisition/New Construction (Habitat for Humanity)	\$32,089	\$0	\$32,089
Rental Rehabilitation (LULAC Oak Hill)	\$0	\$50,000	\$50,000
Homebuyer Assistance	\$19,078	\$350,469 \$33,710**	\$403,257
CHDO (Elder Aid	\$0	\$72,094	\$72,094
Tenant Based Rental Assistance – Deposits	\$12,625	\$10,000	\$22,625
Public Service Agency (See Attachment 3)	\$134,053*	\$169,600	\$303,653
Public Facility	\$0	\$322,630	\$322,630
Economic Development	\$11,274	\$213,314	\$224,588
Grant Administration	\$49,624	\$291,948	\$341,572
Recaptured Funds/ Program Income		CDBG HOME	\$0 \$33,710**
Total Community Development Budget			\$2,043,991

*Carry-over funds represent 4th quarter Public Services Agency payments for FY 2021

**FY2021 payments from Reconstruction loan and Homebuyer Recaptured Funds to be utilized for Homebuyer Assistance

**Attachment 2: Annual Action Plan and Budget Development Process
Summary, FY 2022**

Event	Date
Community Needs Survey	Feb. & Mar.
Pre-proposal workshop for agencies 11, 2021	Feb.
JRFRC proposals due 10, 2021	Mar.
Virtual Public hearing on Annual Action Plan and Budget Mar. 23, 2021	
JRFRC Meetings through Zoom 01, 2021	Apr.
2021	Apr. 08,
2021	Apr. 15,
2021	Apr. 22,
2021	Apr. 29,
2021	May 20,
JRFRC Vendor Selection 2021	May 21,
Public Notice 2021	June 10,
30-Day Public Comment Period begins 16, 2021	June
First presentation of Consolidated Plan and Budget to City Council 24, 2021	June
Public hearing regarding Proposed PY2021 (FY2022) Annual Action Plan, and July 06, 2021 Community Development Budget at the Lincoln Recreation Center	

30-Day Public Comment Period ends
15, 2021

July

Request council approval by consent agenda of
July 22, 2021 PY2021 (FY2022) Annual Action Plan, and FY2022
Community
Development Budget

Due to HUD no later than
2021

Aug. 16,

Attachment 3: FY 2022 CDBG Public Service Funding Summary & Recommendations

Agency	Program	Requested	Recommended Funding	Funded Items	Client #s /Cost per Client	Funding City
A Home Base for Transitioning Foster Youth dba Unlimited Potential, Inc.	Unlimited Potential	\$35,000	\$35,000	Salary for Youth Self- Sufficiency Specialist	35 \$1,000	CS
Brazos Maternal & Child Health Clinic, Inc.	The Prenatal Clinic	\$35,000	\$35,000	Medical Items & Testing Nurse Practitioner Salary	500 \$70.00	CS
Big Brothers Big Sisters of the Brazos Valley	Workplace Mentoring Program	\$35,000	\$35,000	¾ Staff Position Program Coordinator	205 \$170.73	CS
Mental Health Mental Retardation Authority of Brazos Valley	Mary Lake Peer Support Center	\$35,000	\$35,000	Therapist Tech Salary, Utilities, Cell Phone, Auto Maintenance	63 \$555.55	CS
Family Promise of Bryan-College Station	Counseling and Case Management	\$35,000	\$35,000	Case Manager Salary	155 \$225.81	CS – \$10,975 Bryan - \$24,025
Catholic Charities of Central Texas	BV Financial Stability Program	\$35,000	\$35,000	Direct Client Assistance	336 \$104.16	Bryan
Unity Partners dba Project Unity	Poverty Reduction Initiative	\$35,000	\$35,000	Family Support Facilitator	450 \$77.77	Bryan
City of College Station Lincoln Recreation Center	Summer Program	\$18,625	\$18,625	Staff & program expenses	140 \$133.04	CS
Additional Funding: College Station Police Department	Back to School Rally at the Lincoln Recreation Center	\$5,000	CDBG Admin Funds \$5,000	Supplies for rally	City-wide	CS
Twin City Mission, Inc.	Case Manager/Client Assistance Program	Withdrew Application	\$0	Case Manager, Client Assistance		CS
Total	College Station: \$169,600 + \$5,000 in Admin Funds				Bryan: \$94,025	

Attachment 4: PY 2020-2024 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	2020	2024	Affordable Housing	City-wide	Rental Housing Special Needs	CDBG: \$1,000,000 HOME: \$575,000	Rental units Acquired and Rehabilitated: 20 Household Housing Unit
2	Rental Housing - Construction	2020	2024	Affordable Housing	City-wide	Rental Housing Special Needs	HOME: \$500,000	Rental units constructed: 10 Household Housing Unit
3	Owner Housing - Rehabilitation/Reconstruction	2020	2024	Affordable Housing	City-wide	Owner-Occupied Housing	CDBG: \$500,000 HOME: \$250,000	Homeowner Housing Rehabilitated: 15 Household Housing Unit
4	Owner Housing - Demolition	2020	2024	Affordable Housing Non-Housing Community Development	City-wide	Owner-Occupied Housing Public Facilities & Infrastructure	CDBG: \$125,000	Buildings Demolished: 4 Buildings
5	Homeownership - Down Payment Assistance	2020	2024	Affordable Housing	City-wide	Homeownership	HOME: \$1,000,000	Direct Financial Assistance to Homebuyers: 25 Households Assisted
6	Homeownership - Financial Literacy	2020	2024	Affordable Housing	City-wide	Homeownership		Other: 375 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Homeownership - Construction	2020	2024	Affordable Housing	City-wide	Owner-Occupied Housing Homeownership	CDBG: \$500,000	Homeowner Housing Added: 4 Household Housing Unit
8	Homelessness - TBRA Security Deposits	2020	2024	Homeless	City-wide	Rental Housing Homelessness Special Needs	HOME: \$175,000	Tenant-based rental assistance / Rapid Rehousing: 375 Households Assisted
9	Homelessness - Outreach and Assessment	2020	2024	Homeless Non-Homeless Special Needs Non-Housing Community Development	City-wide	Homelessness Special Needs Public Services	CDBG: \$50,000	Other: 20 Other
10	Homelessness - Services	2020	2024	Homeless	City-wide	Homelessness Public Services	CDBG: \$100,000	Public service activities other than Low/Moderate Income Housing Benefit: 1200 Persons Assisted
11	Special Needs - Services	2020	2024	Non-Homeless Special Needs	City-wide	Special Needs Public Services	CDBG: \$100,000	Public service activities other than Low/Moderate Income Housing Benefit: 1100 Persons Assisted
12	Public Services	2020	2024	Non-Housing Community Development	City-wide	Public Services	CDBG: \$625,000	Public service activities other than Low/Moderate Income Housing Benefit: 10,000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
13	Public Facilities	2020	2024	Non-Housing Community Development	City-wide	Public Facilities & Infrastructure	CDBG: \$1,500,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 10,000 Persons Assisted
14	Economic Development – Business & Job Development	2020	2024	Non-Housing Community Development	City-wide	Economic Development	CDBG: \$500,000	Jobs created/retained: 25 Jobs
15	Disaster Response	2020	2024	Rental Housing Special Needs Public Services Economic Development Program Administration and Compliance Homelessness	City-wide	Homelessness Special Needs Public Services	\$500,000	Public service activities other than Low/Moderate Income Housing Benefit: 600 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	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.
6	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.

7	Goal Name	Homeownership - Construction
	Goal Description	Encourage and support programs and projects that construct new housing units for low-and moderate-income homebuyers.
8	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.
9	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.
10	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.
11	Goal Name	Special Needs - Services
	Goal Description	Encourage and facilitate organizations that provide social and/or housing services to special needs populations.

1 2	Goal Name	Public Services
	Goal Description	Encourage and support nonprofit providers of homeless/AIDS patient programs, senior services, services for persons with disabilities, legal services, youth services, transportation services, substance abuse services, services for victims of domestic violence, employment training, crime awareness, fair housing, tenant/landlord counseling, child care services, health services, abused and neglected children services, mental health services, screening for lead based paint/lead hazards, subsistence payments, homebuyer downpayment assistance, rental housing subsidies, security deposits, housing counseling, neighborhood clean-ups, food banks, housing information and referral, housing counseling to support homebuyer downpayment assistance, or other public services to deliver programs to low- and moderate-income families and individuals.
1 3	Goal Name	Public Facilities
	Goal Description	Rehabilitation and expansion of street infrastructure, sidewalks, other infrastructure, including water and sewer lines and flood drain improvements, or park facilities including green space, neighborhood parks, and recreation facilities in primarily low- to moderate-income areas.
1 4	Goal Name	Economic Development – Business & Job Development
	Goal Description	Rehabilitate and/or develop new spaces for businesses to better realize job creation or support and expand community-wide training and employment activities targeting low-and moderate-income households.
1 5	Goal Name	Disaster Response
		Addressing the needs of families and individuals affected by the response or effect of a local, state, or federal disaster declaration, such as a pandemic or natural disaster.

Attachment 5: 2021 Median Income Limits

2021 MEDIAN INCOME LIMITS City of College Station Community Development

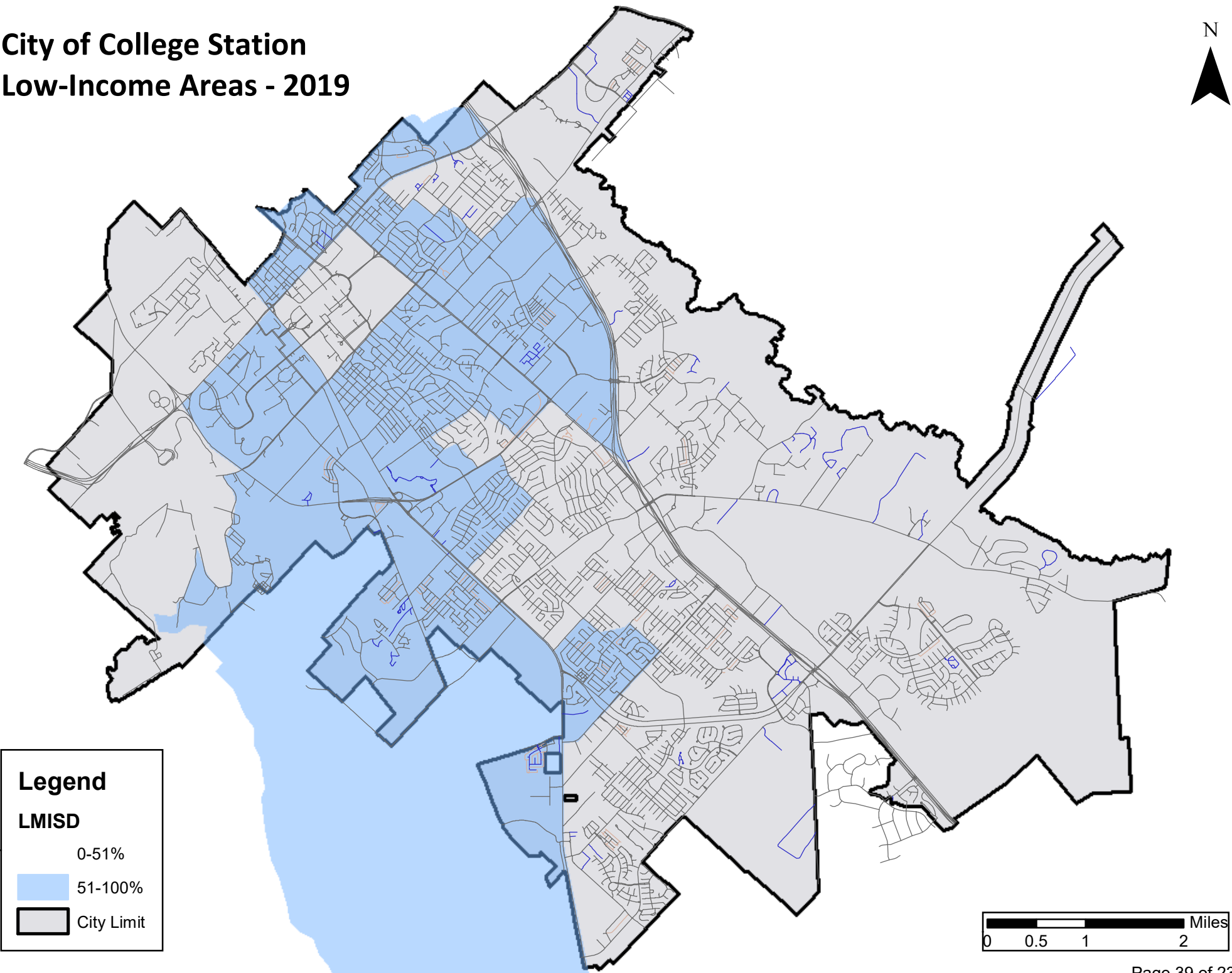
This list supersedes all other lists of prior dates.

Household	60%	80%
1	\$28,920	\$38,550
2	\$33,060	\$44,050
3	\$37,200	\$49,550
4	\$41,280	\$55,050
5	\$44,640	\$59,500
6	\$47,940	\$63,900
7	\$51,240	\$68,300
8	\$54,540	\$72,700

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). Effective 6/1/2021

Source: [Income Limits | HUD USER](#)

City of College Station Low-Income Areas - 2019



Attachment 8: 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/Rehabilitation:

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.

New Construction:

Leveraged Development and Non-Profit Partners:

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.

Rental Rehabilitation:

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.

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, Twin City Mission, and Family Promise, which offers affordable rental units to lower-income households in College Station or assists homeless individual and families to secure housing.

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 – Business & Job Development:

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 2021 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.

July 22, 2021
Item No. 8.3.
Harvey Road (SH 30) Speed Limit

Sponsor: Troy Rother, Senior Engineer

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1012 "Traffic Schedule XII, Speed Limits," amending the Harvey Road speed limit.

Relationship to Strategic Goals:

Core Services and Infrastructure

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

Summary: This ordinance would alter the speed limit on Harvey Road (SH 30) in the area between Texas Avenue and the College Station East City Limit. The Texas Department of Transportation (TxDOT) conducted an engineering study of this area and concluded that modifications to the speed limit are warranted. The Texas Transportation Commission prefers that the local entities execute the changes within their jurisdiction in cooperation with TxDOT.

Budget & Financial Summary: The signage that will be used in accordance with the new speed limits will be paid for entirely by TxDOT with no expenses to the City's budget.

Attachments:

1. SH 30 Harvey RD Speed Limit Ord
2. Area Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE VI “TRAFFIC SCHEDULES,” SECTION 38-1012 “TRAFFIC SCHEDULE XII, SPEED LIMITS,” AT HARVEY ROAD OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1012 “Traffic Schedule XII, Speed Limits,” of The Code of Ordinances of The City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.

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

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar (\$1.00) and not more than two thousand dollars (\$2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

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

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Chapter 38, “Traffic and Vehicles,” Article VI. “Traffic Schedules,” Section 38-1012 “Traffic Schedule XII, Speed Limits,” is hereby amended by adding and is to read as follows:

State Highway 30 (SH 30)**For eastbound traffic:**

1. SH 30, for traffic moving in an easterly direction for the first 0.250 miles, from the intersection with BS 6 (Texas Ave), the speed limit shall be thirty-five (35) miles per hour.
2. For the next 1.490 miles, the speed limit shall be forty (40) miles per hour.
3. For the next 0.200 miles, the speed limit shall be fifty (50) miles per hour.
4. For the next 1.825 miles, to the College Station east city limit, the speed limit shall be fifty-five (55) miles per hour.

For westbound traffic:

1. SH 30, for traffic moving in a westerly direction for the first 1.825 miles, from the College Station east city limit, the speed limit shall be fifty-five (55) miles per hour.
2. For the next 0.200 miles, the speed limit shall be fifty (50) miles per hour.
3. For the next 1.490 miles, the speed limit shall be forty (40) miles per hour.
4. For the next 0.250 miles, to the intersection with BS 6 (Texas Ave), the speed limit shall be thirty-five (35) miles per hour.

Harvey Road Speed Limit Changes Aerial Map



July 22, 2021

Item No. 8.4.

CTTV, LLC dba Team 3 Rentals Franchise Agreement Ordinance

Sponsor: Pete Caler, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with CTTV, LLC dba Team 3 Rentals 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 ordinance.

Summary: The proposed agreement would allow CTTV, LLC dba Team 3 Rentals to collect recyclables from commercial businesses and multi-family locations within the City of College Station. The company will be responsible for developing on-site collection of recyclables so as not to interfere with the collection of municipal solid waste (MSW).

Budget & Financial Summary: N/A

Attachments:

1. 21300580 CTTV LLC dba Team 3 Rentals and Service 6-21-21



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 21300580 PROJECT#: n/a BID/RFP/RFQ#: n/a

Project Name / Contract Description: Recyclable Collection Franchise Agreement

Name of Contractor: CTTV, LLC dba Team 3 Rentals and Service

CONTRACT TOTAL VALUE: \$ n/a Grant Funded ☐ Yes ☒ No
If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A Buy America Required ☐ Yes ☐ No ☒ N/A
Transparency Report ☐ Yes ☐ No ☒ N/A

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

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

Two City Council readings required for this Franchise Agreement; scheduled for July 22, 2021; August 12, 2021.

(If required)*
CRC Approval Date*: n/a Council Approval Date*: Agenda Item No*:

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

Insurance Certificates: Performance Bond: n/a Payment Bond: n/a Info Tech: n/a

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

MAYOR (if applicable)

DATE

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on

Scanned into Laserfiche on

Original(s) sent to Fiscal on

ORDINANCE NO. _____

RECYCLABLES COLLECTION FRANCHISE AGREEMENT

AN ORDINANCE GRANTING CONTRACTOR, CTTV, LLC DBA TEAM 3 RENTALS AND SERVICE, 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 DEMOLITION AND CONSTRUCTION DEBRIS, RECYCABLES, AND ORGANIC WASTE FROM COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY SITES; 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 Solid Waste and 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 demolition and construction debris and other waste for disposal using roll off containers, and 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 demolition and construction debris, recyclables and organic waste from commercial, industrial, multifamily and residential construction sites for the purpose of disposal and/or recycling within the jurisdictional limits of the City. Contractor is expressly prohibited from collecting any recyclables from completed residences that are covered by the City's residential single stream recycling contract and program. 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 construction sites, 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 materials collected, recycled, composted and/or landfilled, itemized by type of material, within the jurisdictional limits of the City.
 - c. Any other information concerning the collections 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 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 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 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

- 7.1 Transport.** The Contractor shall only transport collected materials 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 materials 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.** Collections 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.

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	CTTV, LLC dba Team 3 Rentals and Service
Attn: Michael Lucas, Fiscal Services	Attn: Caryn Thompson
PO BOX 9960	PO Box 1100
College Station, TX 77842	Hilltop Lakes, TX 77871
mlucas@cstx.gov	caryn.thompson@team3rentals.com

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 _____, 2021.
- b. Second Consideration & Approval on the ____ day of _____, 2021.

**CTTV, LLC DBA TEAM 3 RENTALS
AND SERVICE**

By: _____

Printed Name: Caryn Thompson

Title: **LLC Member**

Date: _____

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 rates are set forth below, 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

II. Roll-Off Dumpster Rental

Per Day	Per Week	Per Month
\$50.00	\$315.00	\$1,120.00

Delivery and Pickup \$400.00 each

Dumpster dump \$350.00

III. Trash Trailer Rental

Per Day	Per Week	Per month
\$25.00	\$140.00	\$420.00

Delivery and Pickup \$150.00 each

Trash dump \$250.00

Dump trailer service is not regulated under this Franchise Agreement; however, this service will remain listed herein solely as a reference for the possible combination service of both roll-off and dump trailer selection.

IV. Combo Unit Rental

Per Day	Per Week	Per Month
\$45.00	\$280.00	\$980.00

Delivery and Pickup \$150.00 each

Dump Fee \$250.00

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)

6/11/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 McAnally Wilkins Inc. PO Box 60810 Midland TX 79711	CONTACT NAME: Misty Taylor PHONE (A/C, No, Ext): 432-685-9300 E-MAIL ADDRESS: Misty@mcanallywilkins.com FAX (A/C, No):
INSURED CTTV, LLC dba Team 3 Rentals and Service PO Box 1100 Hilltop Lakes TX 77871	INSURER(S) AFFORDING COVERAGE INSURER A: Texas Mutual Insurance Company INSURER B: Berkley National Insurance Co INSURER C: Berkley Regional Insurance Co INSURER D: Continental Casualty Company INSURER E: INSURER F:
License#: 15714884 CTTVLLC-01	NAIC # 22945 38911 29580 20443

COVERAGES**CERTIFICATE NUMBER:** 1218651269**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			EGL004317410	2/28/2021	2/28/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			ECA 3160447-10	2/28/2021	2/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			EUL004317510	2/28/2021	2/28/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	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/A		0001267863	4/11/2021	4/11/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Motor Truck Cargo Leased/Rented Equipment			7014648052 7014648052	2/28/2021 2/28/2021	2/28/2022 2/28/2022	Single Conveyance 300,000 Per Item 200,000 Limit 750,000

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

All policies except Workers' Compensation 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. All policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. Policies certified contain 30-day notice of cancellation. The General Liability policy and the Auto Liability policy includes a special endorsement that contains "primary & non-contributory" wording. The Workers' Compensation includes an alternate employer endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER**CANCELLATION**

City of College Station
aTTN: rISK mANAGEMENT
PO Box 9960
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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July 22, 2021
Item No. 8.5.
Annual Substation Maintenance Contract
RFP No. 21-043A, Contract 21300581

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of a contract with National Field Services, Inc., for Annual Electric Substation Maintenance. This contract is for one year in the amount of \$133,333 with two possible one-year renewals, for a total contract amount not to exceed \$400,000. This contract covers all planned work and miscellaneous repairs that may be needed in the eight substations during the term of the contract.

Relationship to Strategic Goals:

Core Services and Infrastructure

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

Summary: The Annual Substation Maintenance Contract is a one year contract with two possible renewals for supplemental labor and equipment to perform the North American Electric Reliability Corporation (NERC) mandated maintenance, testing, and associated documentation of critical electric substation devices and equipment.

On June 2, 2021, six (6) sealed proposals were received in response to Request for Proposal No. 21-043A for the City of College Station's Annual Substation Maintenance Contract. Based on the evaluation of the six proposals, National Field Services, Inc. was not only the lowest bid but also scored the highest on the overall evaluation factors. The annual contract amount is \$133,333, with a total three-year amount not to exceed \$400,000.

Budget & Financial Summary: Funds for this item are budgeted in the Electric capital improvement projects and maintenance funds.

Attachments:

1. RFP 21-043A Bid Tab & Eval Summary
2. Contract is available for review in the City Secretary's Office

Event Number	21-043A
Event Title	ANNUAL SUBSTATION MAINT
Event Description	Annual Substation Maintenance
Event Type	CSRFP
Issue Date	5/28/2021 04:30:52 PM (C
Close Date	6/2/2021 02:00:00 PM (C

		Primoris TD
Vendor		Ft. Worth, TX
Task	Task Description	
A.1	Circuit SW - Replace Single Ph	\$25,296.06
A.2	Circuit SW - Replace (3) Ph	\$30,940.81
A.3	Air SW - Replace Switch	\$20,155.37
A.4	Air SW - Replace Motor Op	\$20,952.54
A.5	Air SW Maintenance	\$6,684.35
A.6	Batt Charger Replacement	\$5,461.48
A.7	Battery Charger - Test & Trouble Shoot	\$3,931.98
A.8	Batt. Bank Capacity Test	\$4,880.88
A.9	Replace Batt. Cells	\$4,334.48
A.10	Replace Gen. ATS SW	\$12,644.20
A.11	Gen. ATS SW Maintenance	\$4,732.32
B.1	25 MVA Xfmr Gasket Replace	\$43,067.61
B.2	15MVA Xfmr Gasket Replace	\$43,067.61
B.3	Xfmr Maintenance Testing	\$24,586.14
C.1	Replace 15KV Bkr - Commission	\$33,338.63
C.2	15KV Breaker Maintenance	\$15,865.08
D.1	138KV SF6 Breaker Maintenance	\$17,761.65
D.2	SF6 Circuit SW Gas Test	\$6,718.37
D.3	SF6 Circuit SW Gas Recondition	\$14,764.48
D.4	SF6 Circuit Breaker Gas Test	\$4,567.87
D.5	SF6 Breaker SW Gas Recondition	\$12,843.98
E.1	Electro Mechanical Relays Maint.	\$3,192.08
E.2	MicroProcessor Relays Maint.	\$5,082.28
F.1	CT Circuits, End to End, Trip Test	\$6,496.67
3 Year Total Proposed Bid Amount		\$2,755,853.05

Cost	60%	12.80
Experience,Certifications	15%	9.67
Projects	15%	8.00
Safety Record	5%	3.67
References	5%	3.00

Points

37.13

Total Ranking

By their pricing, it looks like they are new in the maintenance industry.

MAINTENANCE
Maintenance for CSU Electrical

CT)
T)

Organization
Workgroup
Event Owner
Email
Phone
Fax

NFS	CE Power	Expanse Electrical	Saber
Lewisville, TX	Cincinnati, OH	Houston, TX	Rosharon, TX
Price per Task			
\$3,076.00	\$6,720.00	\$19,930.00	\$10,010.00
\$9,228.00	\$9,240.00	\$22,492.50	\$12,240.00
\$6,152.00	\$18,620.00	\$22,492.50	\$7,585.00
\$6,152.00	\$8,190.00	\$16,483.00	\$5,165.00
\$720.00	\$4,970.00	\$12,094.00	\$900.00
\$1,440.00	\$2,744.00	\$5,749.50	\$2,875.00
\$720.00	\$1,120.00	\$1,529.50	\$235.00
\$1,440.00	\$2,310.00	\$1,529.50	\$2,340.00
\$360.00	\$1,400.00	\$1,279.50	\$500.00
\$2,880.00	\$2,590.00	\$5,749.50	\$5,105.00
\$1,440.00	\$680.00	\$1,217.00	\$2,850.00
\$67,056.00	\$20,201.00	\$28,907.00	\$55,000.00
\$67,056.00	\$20,201.00	\$28,907.00	\$51,745.00
\$3,170.00	\$3,600.00	\$5,629.50	\$3,610.00
\$5,236.00	\$4,200.00	\$28,215.00	\$10,915.00
\$1,440.00	\$2,590.00	\$1,342.00	\$370.00
\$1,980.00	\$3,710.00	\$1,779.50	\$1,100.00
\$180.00	\$3,850.00	\$1,154.50	\$290.00
\$1,440.00	\$0.00	\$1,529.50	\$6,870.00
\$180.00	\$1,190.00	\$1,123.25	\$122.50
\$1,550.00	\$6,160.00	\$2,029.50	\$6,620.00
\$67.50	\$875.00	\$1,098.25	\$71.92
\$180.00	\$875.00	\$1,529.50	\$390.00
\$2,160.00	\$14,350.00	\$1,654.50	\$1,052.50
\$ 587,844.00	\$1,493,835.00	\$1,043,819.35	\$627,804.32

60.00	23.61	33.79	56.18
14.33	14.33	11.00	11.33
13.00	14.00	12.00	10.67
4.67	4.67	4.67	4.67
4.33	5.00	4.33	5.00

96.33	61.61	65.79	87.85
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1

2

Their current work examples hardly include substation work, but they are a NETA Accredited Company.	A lot of price adders than what the individual task unit shows. (For crew and equipment mobilization)	Looks like they mainly do Oilfield work. State they are using Subcontractors for replacement work (which is a lot of what would be done)	No Personnel listed on their response.
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Brazos Valley e-Marketplace
City of College Station
Robyn Forsyth
rforsyth@cstx.gov
(979) 764-3437

Trans Fluid	
Houston, TX	
	Average
\$2,720.00	\$11,292.01
\$2,720.00	\$14,476.88
\$2,720.00	\$12,954.15
\$1,360.00	\$9,717.09
\$1,360.00	\$4,454.73
\$2,720.00	\$3,498.33
\$2,720.00	\$1,709.41
\$1,795.00	\$2,382.56
\$1,795.00	\$1,611.50
\$2,720.00	\$5,281.45
\$2,720.00	\$2,273.22
\$52,840.00	\$44,511.94
\$52,840.00	\$43,969.44
\$2,720.00	\$7,219.27
\$1,795.00	\$13,949.94
\$1,795.00	\$3,900.35
\$1,795.00	\$4,687.69
\$455.00	\$2,107.98
\$9,700.00	\$5,717.33
\$455.00	\$1,273.10
\$9,700.00	\$6,483.91
\$1,785.00	\$1,181.62
\$1,785.00	\$1,640.30
\$1,360.00	\$4,512.28
	\$848,655.00

41.56
13.33
12.33
5.00
5.00

77.23

3

A lot of price adders than what
the individual task unit shows.
(For crew and equipment
mobilization)

Contract 21300581 is available for review in the City Secretary's office.

July 22, 2021
Item No. 8.6.
SH 6 Waterline construction

Sponsor: Emily Fisher, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a construction contract with Elliott Construction in the amount of \$1,613,354 for the State Highway 6 Waterline Phase 3 project.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This project consists of the design of a new waterline along the State Highway 6 northbound feeder; an 18-inch waterline between Woodcreek Dr. and Sebesta road, a 20-inch waterline between Harvey Mitchell Parkway, and a 12-inch waterline between Emerald Parkway and North Forest Parkway. These water lines are included in the 2015 Water Master Plan and are needed to serve future development south of William D. Fitch Parkway. These water lines will connect to existing water lines and staff recommends that a large diameter line be installed to allow better overall hydraulic operation.

RFP 21-044 was issued and competitive sealed proposals were received from five contractors. Elliott Construction submitted the lowest bid. A staff committee reviewed each proposal and Elliott Construction was determined to be the most qualified contractor.

The city is proceeding with the base bid only, which is for ductile iron pipe. An alternate bid of PVC pipe was included in the proposal for cost comparison.

Budget & Financial Summary: A budget of \$2,820,000 is included for this project in the Water Capital Improvement Projects Fund. A total of \$896,278 has been expended or committed to date, leaving a balance of \$1,923,722 for this contract and construction costs.

Attachments:

1. 21-044 Tabulation (corrected) v2
2. Location Map



				Blackrock Construction		Burnside Services, Inc.		Elliot Construction		Kieschnick General Contractors, Inc.		Western Municipal Construction of Texas, LLC.	
Item No.	Quantity	Unit	Item Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
GENERAL													
1	1	LS	Mobilization and General Overhead for all Work including Bonds, Insurance, and Related Items	\$ 170,000.50	\$ 170,000.50	\$ 112,870.40	\$ 112,870.40	\$ 51,000.00	\$ 51,000.00	\$ 90,000.00	\$ 90,000.00	\$ 105,000.00	\$ 105,000.00
2	1	LS	Clear, Grub and Dispose of Vegetation/Debris	\$ 12,000.00	\$ 12,000.00	\$ 133,000.00	\$ 133,000.00	\$ 12,500.00	\$ 12,500.00	\$ 25,000.00	\$ 25,000.00	\$ 27,130.00	\$ 27,130.00
3	1	LS	Hand Clearing of Herbaceous and Forested Wetland Areas	\$ 18,000.00	\$ 18,000.00	\$ 17,000.00	\$ 17,000.00	\$ 10,500.00	\$ 10,500.00	\$ 50,000.00	\$ 50,000.00	\$ 28,440.00	\$ 28,440.00
4	1	LS	Erosion and Sedimentation Control as needed to fully comply with TPDES, including Silt Fencing, Inlet Protection, Stabilized Construction Entrances, and Post-Construction Hydromulch Seeding and Stabilization of All Disturbed Areas.	\$ 35,000.00	\$ 35,000.00	\$ 44,160.00	\$ 44,160.00	\$ 8,000.00	\$ 8,000.00	\$ 50,000.00	\$ 50,000.00	\$ 18,865.00	\$ 18,865.00
5	1	LS	Furnish, Install, and Maintain Traffic Control Devices and Appurtenances for Duration of Construction Project in Accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), including Flagmen, Temporary Modifications to (and Restoration of) Traffic Signs, and Placement and Removal of Temporary Striping as Necessary.	\$ 14,000.00	\$ 14,000.00	\$ 25,000.00	\$ 25,000.00	\$ 5,500.00	\$ 5,500.00	\$ 15,000.00	\$ 15,000.00	\$ 13,100.00	\$ 13,100.00
Subtotal - General Items				\$ 249,000.50	\$ 249,000.50	\$ 332,030.40	\$ 332,030.40	\$ 87,500.00	\$ 87,500.00	\$ 230,000.00	\$ 230,000.00	\$ 192,535.00	\$ 192,535.00
WATER													
6	1,316	LF	20" DI Water Line: ANSI/AWWA C151/A21.5 Class 250 Ductile Iron with Bank Sand Bedding & Haunching, Non-Structural Backfill, Poly Wrap, Tracer Wire, 3M Electronic Caution Tape, by Open Cut	\$ 153.00	\$ 201,348.00	\$ 158.00	\$ 207,928.00	\$ 115.00	\$ 151,340.00	\$ 120.00	\$ 157,920.00	\$ 145.00	\$ 190,820.00
7	65	LF	20" DI Water Line: Structural: ANSI/AWWA C151/A21.5 Class 250 Ductile Iron with Bank Sand Bedding & Haunching, Structural Backfill, Poly Wrap, Tracer Wire, 3M Electronic Caution Tape, by Open Cut	\$ 208.00	\$ 13,520.00	\$ 175.00	\$ 11,375.00	\$ 185.00	\$ 12,025.00	\$ 150.00	\$ 9,750.00	\$ 312.00	\$ 20,280.00
8	228	LF	20" DI Water Line Restrained: ANSI/AWWA C151/A21.5 Class 250 Restrained Joint Ductile Iron with Bank Sand Bedding & Haunching, Non-Structural Backfill, Poly Wrap, Tracer Wire, 3M Electronic Caution Tape, by Open Cut	\$ 212.00	\$ 48,336.00	\$ 201.00	\$ 45,828.00	\$ 155.00	\$ 35,340.00	\$ 157.00	\$ 35,796.00	\$ 195.00	\$ 44,460.00
9	311	LF	20" DI Water Line Restrained, Structural: ANSI/AWWA C151/A21.5 Class 250 Restrained Joint Ductile Iron with Bank Sand Bedding & Haunching, Structural Backfill, Poly Wrap, Tracer Wire, 3M Electronic Caution Tape, by Open Cut	\$ 244.00	\$ 75,884.00	\$ 226.00	\$ 70,286.00	\$ 208.00	\$ 64,688.00	\$ 187.00	\$ 58,157.00	\$ 359.00	\$ 111,649.00
10	30	LF	20" DI Water Line Restrained, Trenchless: ANSI/AWWA C151/A21.5 Class 250 Restrained Joint Ductile Iron with Poly Wrap, and Tracer Wire, by Trenchless Construction	\$ 630.00	\$ 18,900.00	\$ 481.00	\$ 14,430.00	\$ 285.00	\$ 8,550.00	\$ 300.00	\$ 9,000.00	\$ 1,225.00	\$ 36,750.00
11	20	LF	20" DI Water Line in 36" Casing: 36" x 1/2" Steel Casing with 20" Restrained Joint Ductile Iron Water Line with SS Casing Spacers & End Seals, Non-Structural Backfill, Tracer Wire, 3M Electronic Caution Tape, by Open Cut	\$ 450.00	\$ 9,000.00	\$ 360.00	\$ 7,200.00	\$ 380.00	\$ 7,600.00	\$ 475.00	\$ 9,500.00	\$ 550.00	\$ 11,000.00
12	210	LF	20" DI Water Line in 36" Casing, Structural: 36" x 1/2" Steel Casing with 20" Restrained Joint Ductile Iron Water Line with SS Casing Spacers & End Seals, Structural Backfill, Tracer Wire, 3M Electronic Caution Tape, by Open Cut	\$ 432.00	\$ 90,720.00	\$ 400.00	\$ 84,000.00	\$ 450.00	\$ 94,500.00	\$ 500.00	\$ 105,000.00	\$ 600.00	\$ 126,000.00
13	120	LF	20" DI Water Line in 36" Casing, Trenchless: 36" x 1/2" Steel Casing with 20" Restrained Joint Ductile Iron Water Line with SS Casing Spacers & End Seals, Tracer Wire, by Trenchless Construction	\$ 615.00	\$ 73,800.00	\$ 835.00	\$ 100,200.00	\$ 740.00	\$ 88,800.00	\$ 760.00	\$ 91,200.00	\$ 1,000.00	\$ 120,000.00
14	1,270	LF	18" DI Water Line: ANSI/AWWA C151/A21.5 Class 250 Ductile Iron with Bank Sand Bedding & Haunching, Non-Structural Backfill, Poly Wrap, Tracer Wire, 3M Electronic Caution Tape, by Open Cut	\$ 127.00	\$ 161,290.00	\$ 147.00	\$ 186,690.00	\$ 108.00	\$ 137,160.00	\$ 120.00	\$ 152,400.00	\$ 130.00	\$ 165,100.00
15	27	LF	18" DI Water Line Restrained: ANSI/AWWA C151/A21.5 Class 250 Restrained Joint Ductile Iron Water Line with Bank Sand Bedding & Haunching, Non-Structural Backfill, Poly Wrap, Tracer Wire, 3M Electronic Caution Tape, by Open Cut	\$ 197.00	\$ 5,319.00	\$ 192.00	\$ 5,184.00	\$ 150.00	\$ 4,050.00	\$ 160.00	\$ 4,320.00	\$ 185.00	\$ 4,995.00
16	996	LF	12" PVC Water Line: AWWA C900, DR 18 PVC with Bank Sand Bedding & Haunching, Non-Structural Backfill, Tracer Wire, 3M Electronic Caution Tape, by Open Cut	\$ 100.00	\$ 99,600.00	\$ 87.00	\$ 86,652.00	\$ 85.00	\$ 84,660.00	\$ 80.00	\$ 79,680.00	\$ 81.00	\$ 80,676.00
17* (see note below)	116	LF	12" PVC Water Line Restrained, Trenchless: AWWA C900, DR 18 PVC with Restrained Joints and Tracer Wire, by Trenchless Construction	\$ 225.00	\$ 26,100.00	\$ 170.00	\$ 19,720.00	\$ 155.00	\$ 17,980.00	\$ 150.00	\$ 17,400.00	\$ 758.00	\$ 87,928.00
18	500	LF	12" PVC Water Line in 20" Casing: 20" x 3/8" Steel Casing with 12" Restrained Joint PVC Water Line with SS Casing Spacers & End Seals, Non-Structural Backfill, Tracer Wire, 3M Electronic Caution Tape, by Open Cut	\$ 245.00	\$ 122,500.00	\$ 279.00	\$ 139,500.00	\$ 288.00	\$ 144,000.00	\$ 285.00	\$ 142,500.00	\$ 298.00	\$ 149,000.00
19	27	LF	8" PVC Water Line: AWWA C900, DR18 PVC with Bank Sand Bedding & Haunching, Non-Structural Backfill, Tracer Wire, 3M Electronic Caution Tape, by Open Cut	\$ 110.00	\$ 2,970.00	\$ 34.00	\$ 918.00	\$ 50.00	\$ 1,350.00	\$ 50.00	\$ 1,350.00	\$ 90.00	\$ 2,430.00
20	10	LF	8" PVC Water Line: AWWA C900, DR18 PVC with Bank Sand Bedding & Haunching, Non-Structural Backfill, Tracer Wire, 3M Electronic Caution Tape, by Open Cut	\$ 100.00	\$ 1,000.00	\$ 26.00	\$ 260.00	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00	\$ 82.00	\$ 820.00
21	1,546	LF	4" Fiber Optic Conduit: 4-inch Schedule 40 PVC or SDR 11 PE Fiber Optic Conduit with 4 - 1" SDR 11 HDPE innerducts each with 1800 PSI Tensile Strength Pull Tape and one with 18 AWG Tracer Wire, by Open Cut.	\$ 88.00	\$ 136,048.00	\$ 25.00	\$ 38,650.00	\$ 35.00	\$ 54,110.00	\$ 40.00	\$ 61,840.00	\$ 19.50	\$ 30,147.00
22	379	LF	4" Fiber Optic Conduit, Trenchless: 4-inch Schedule 40 PVC or SDR 11 PE Fiber Optic Conduit with 4 - 1" SDR 11 HDPE innerducts each with 1800 PSI Tensile Strength Pull Tape and one with 18 AWG Tracer Wire, by Trenchless Construction	\$ 165.00	\$ 62,535.00	\$ 68.00	\$ 25,772.00	\$ 54.00	\$ 20,466.00	\$ 50.00	\$ 18,950.00	\$ 50.00	\$ 18,950.00



				Blackrock Construction		Burnside Services, Inc.		Elliot Construction		Kieschnick General Contractors, Inc.		Western Municipal Construction of Texas, LLC.	
Item No.	Quantity	Unit	Item Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
23	7	EA	Fiber Pull Box, 30" x 48" Polymer Concrete Traffic-Rated Including Snakepit and FRP Marker	\$ 5,960.00	\$ 41,720.00	\$ 7,800.00	\$ 54,600.00	\$ 2,530.00	\$ 17,710.00	\$ 1,700.00	\$ 11,900.00	\$ 2,545.00	\$ 17,815.00
24	2	EA	20" Wet Connection	\$ 4,565.00	\$ 9,130.00	\$ 2,680.00	\$ 5,360.00	\$ 3,500.00	\$ 7,000.00	\$ 2,500.00	\$ 5,000.00	\$ 6,495.00	\$ 12,990.00
25	3	EA	18" Wet Connection	\$ 3,715.00	\$ 11,145.00	\$ 2,245.00	\$ 6,735.00	\$ 3,100.00	\$ 9,300.00	\$ 2,000.00	\$ 6,000.00	\$ 6,145.00	\$ 18,435.00
26	2	EA	12" Wet Connection	\$ 2,920.00	\$ 5,840.00	\$ 950.00	\$ 1,900.00	\$ 1,600.00	\$ 3,200.00	\$ 1,500.00	\$ 3,000.00	\$ 3,745.00	\$ 7,490.00
27	2	EA	8" Wet Connection	\$ 2,300.00	\$ 4,600.00	\$ 564.00	\$ 1,128.00	\$ 1,300.00	\$ 2,600.00	\$ 1,000.00	\$ 2,000.00	\$ 3,480.00	\$ 6,960.00
28	1	EA	6" Wet Connection	\$ 1,685.00	\$ 1,685.00	\$ 386.00	\$ 386.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,370.00	\$ 3,370.00
29	1	EA	20" x 18" DI MI Reducer	\$ 2,250.00	\$ 2,250.00	\$ 2,600.00	\$ 2,600.00	\$ 2,050.00	\$ 2,050.00	\$ 1,300.00	\$ 1,300.00	\$ 3,650.00	\$ 3,650.00
30	1	EA	20" x 12" DI MI Reducer	\$ 1,920.00	\$ 1,920.00	\$ 2,040.00	\$ 2,040.00	\$ 1,510.00	\$ 1,510.00	\$ 1,150.00	\$ 1,150.00	\$ 3,270.00	\$ 3,270.00
31	2	EA	20" x 18" DI MI Tee	\$ 4,060.00	\$ 8,120.00	\$ 4,890.00	\$ 9,780.00	\$ 3,655.00	\$ 7,310.00	\$ 3,100.00	\$ 6,200.00	\$ 5,655.00	\$ 11,310.00
32	1	EA	20" x 12" DI MI Tee	\$ 3,165.00	\$ 3,165.00	\$ 4,100.00	\$ 4,100.00	\$ 2,715.00	\$ 2,715.00	\$ 2,360.00	\$ 2,360.00	\$ 4,635.00	\$ 4,635.00
33	2	EA	20" x 8" DI MI Tee	\$ 2,840.00	\$ 5,680.00	\$ 3,605.00	\$ 7,210.00	\$ 2,380.00	\$ 4,760.00	\$ 1,900.00	\$ 3,800.00	\$ 4,260.00	\$ 8,520.00
34	4	EA	20" x 6" DI MI Tee	\$ 2,805.00	\$ 11,220.00	\$ 3,417.00	\$ 13,668.00	\$ 2,350.00	\$ 9,400.00	\$ 1,900.00	\$ 7,600.00	\$ 4,200.00	\$ 16,800.00
35	1	EA	18" DI MI Tee	\$ 3,440.00	\$ 3,440.00	\$ 4,425.00	\$ 4,425.00	\$ 3,100.00	\$ 3,100.00	\$ 2,200.00	\$ 2,200.00	\$ 4,950.00	\$ 4,950.00
36	16	EA	20" DI MI Bend	\$ 4,600.00	\$ 73,600.00	\$ 6,320.00	\$ 101,120.00	\$ 2,125.00	\$ 34,000.00	\$ 1,700.00	\$ 27,200.00	\$ 3,850.00	\$ 61,600.00
37	2	EA	18" DI MI Bend	\$ 2,070.00	\$ 4,140.00	\$ 2,220.00	\$ 4,440.00	\$ 1,910.00	\$ 3,820.00	\$ 1,500.00	\$ 3,000.00	\$ 3,630.00	\$ 7,260.00
38	13	EA	12" DI MI Bend	\$ 1,095.00	\$ 14,235.00	\$ 1,010.00	\$ 13,130.00	\$ 680.00	\$ 8,840.00	\$ 600.00	\$ 7,800.00	\$ 1,720.00	\$ 22,360.00
39	1	EA	8" DI MI Bend	\$ 667.00	\$ 667.00	\$ 512.00	\$ 512.00	\$ 415.00	\$ 415.00	\$ 450.00	\$ 450.00	\$ 1,335.00	\$ 1,335.00
40	2	EA	12" DI MI Plug	\$ 650.00	\$ 1,300.00	\$ 480.00	\$ 960.00	\$ 380.00	\$ 760.00	\$ 300.00	\$ 600.00	\$ 1,100.00	\$ 2,200.00
41	8	EA	20" MI Gate Valve & Box	\$ 15,050.00	\$ 120,400.00	\$ 16,160.00	\$ 129,280.00	\$ 15,200.00	\$ 121,600.00	\$ 14,500.00	\$ 116,000.00	\$ 20,200.00	\$ 161,600.00
42	5	EA	18" MI Gate Valve & Box	\$ 12,300.00	\$ 61,500.00	\$ 14,042.00	\$ 70,210.00	\$ 12,800.00	\$ 64,000.00	\$ 11,500.00	\$ 57,500.00	\$ 17,500.00	\$ 87,500.00
43	4	EA	12" MI Gate Valve & Box	\$ 3,085.00	\$ 12,340.00	\$ 4,120.00	\$ 16,480.00	\$ 2,400.00	\$ 9,600.00	\$ 2,300.00	\$ 9,200.00	\$ 4,600.00	\$ 18,400.00
44	1	EA	8" MI Gate Valve & Box	\$ 1,850.00	\$ 1,850.00	\$ 2,210.00	\$ 2,210.00	\$ 1,450.00	\$ 1,450.00	\$ 1,200.00	\$ 1,200.00	\$ 2,830.00	\$ 2,830.00
45	1	EA	6" MI Gate Valve & Box	\$ 1,375.00	\$ 1,375.00	\$ 1,620.00	\$ 1,620.00	\$ 1,100.00	\$ 1,100.00	\$ 950.00	\$ 950.00	\$ 2,350.00	\$ 2,350.00
46	3	EA	Fire Hydrant Assembly per RCS Detail W1-02	\$ 6,500.00	\$ 19,500.00	\$ 5,800.00	\$ 17,400.00	\$ 4,380.00	\$ 13,140.00	\$ 6,150.00	\$ 18,450.00	\$ 6,890.00	\$ 20,670.00
47	1	EA	3" Short Single Service & Meter Box, by Open Cut	\$ 15,200.00	\$ 15,200.00	\$ 13,840.00	\$ 13,840.00	\$ 7,360.00	\$ 7,360.00	\$ 2,000.00	\$ 2,000.00	\$ 4,250.00	\$ 4,250.00
48	1	EA	2" Long Single Service & Meter Box, by Trenchless Construction	\$ 10,250.00	\$ 10,250.00	\$ 4,480.00	\$ 4,480.00	\$ 6,100.00	\$ 6,100.00	\$ 5,300.00	\$ 5,300.00	\$ 11,850.00	\$ 11,850.00
49	1	EA	1-1/2" Short Single Service & Meter Box, by Trenchless Construction	\$ 8,500.00	\$ 8,500.00	\$ 3,740.00	\$ 3,740.00	\$ 2,380.00	\$ 2,380.00	\$ 2,000.00	\$ 2,000.00	\$ 4,450.00	\$ 4,450.00
50	1	EA	1" Short Double Service & Meter Box, by Open Cut	\$ 3,490.00	\$ 3,490.00	\$ 3,920.00	\$ 3,920.00	\$ 1,285.00	\$ 1,285.00	\$ 1,100.00	\$ 1,100.00	\$ 3,450.00	\$ 3,450.00
51	2	EA	3/4" Short Single Service & Meter Box, by Open Cut	\$ 2,495.00	\$ 4,990.00	\$ 2,350.00	\$ 4,700.00	\$ 1,250.00	\$ 2,500.00	\$ 900.00	\$ 1,800.00	\$ 2,440.00	\$ 4,880.00
52	1	EA	2" Air Release Valve	\$ 6,785.00	\$ 6,785.00	\$ 3,410.00	\$ 3,410.00	\$ 4,850.00	\$ 4,850.00	\$ 2,900.00	\$ 2,900.00	\$ 4,420.00	\$ 4,420.00
53	3	EA	1" Air Release Valve	\$ 5,550.00	\$ 16,650.00	\$ 2,340.00	\$ 7,020.00	\$ 3,815.00	\$ 11,445.00	\$ 2,100.00	\$ 6,300.00	\$ 2,990.00	\$ 8,970.00
54	2,297	LF	Grout Fill & Abandon Existing 12" Waterline	\$ 10.00	\$ 22,970.00	\$ 10.60	\$ 24,348.20	\$ 12.00	\$ 27,564.00	\$ 12.00	\$ 27,564.00	\$ 7.30	\$ 16,768.10
55	23	LF	Grout Fill & Abandon Existing 8" Waterline	\$ 8.00	\$ 184.00	\$ 8.50	\$ 195.50	\$ 12.00	\$ 276.00	\$ 10.00	\$ 230.00	\$ 49.00	\$ 1,127.00



				Blackrock Construction		Burnside Services, Inc.		Elliot Construction		Kieschnick General Contractors, Inc.		Western Municipal Construction of Texas, LLC.	
Item No.	Quantity	Unit	Item Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
56	48	LF	Grout Fill & Abandon Existing 6" Waterline	\$ 8.00	\$ 384.00	\$ 7.85	\$ 376.80	\$ 12.00	\$ 576.00	\$ 10.00	\$ 480.00	\$ 24.00	\$ 1,152.00
57	33	LF	Remove and Dispose of Existing 18" Waterline	\$ 15.00	\$ 495.00	\$ 25.00	\$ 825.00	\$ 28.00	\$ 924.00	\$ 20.00	\$ 660.00	\$ 19.00	\$ 627.00
58	297	SY	Concrete Pavement Repair: Saw Cut and Replace Concrete Pavement per BCS Detail ST4-02	\$ 120.00	\$ 35,640.00	\$ 225.00	\$ 66,825.00	\$ 90.00	\$ 26,730.00	\$ 100.00	\$ 29,700.00	\$ 65.50	\$ 19,453.50
59	39	SY	Asphalt Pavement Repair: Saw Cut and Replace Asphalt Pavement per BCS Detail ST4-01	\$ 90.00	\$ 3,510.00	\$ 155.00	\$ 6,045.00	\$ 60.00	\$ 2,340.00	\$ 100.00	\$ 3,900.00	\$ 59.00	\$ 2,301.00
60	25	SY	Concrete Sidewalk Repair: Saw Cut and Replace 4" Concrete Pavement per BCS Detail SW1-02	\$ 110.00	\$ 2,750.00	\$ 170.00	\$ 4,250.00	\$ 20.00	\$ 500.00	\$ 100.00	\$ 2,500.00	\$ 46.00	\$ 1,150.00
61	207	LF	Concrete Curb Repair: Saw Cut and Replace 6" Concrete Curb and Gutter per BCS Detail ST1-01	\$ 50.00	\$ 10,350.00	\$ 58.00	\$ 12,006.00	\$ 30.00	\$ 6,210.00	\$ 50.00	\$ 10,350.00	\$ 33.00	\$ 6,831.00
62	12	SY	Concrete Flume Repair: Saw Cut and Replace 6" Concrete Pavement per BCS Detail D2-04	\$ 125.00	\$ 1,500.00	\$ 210.00	\$ 2,520.00	\$ 30.00	\$ 360.00	\$ 75.00	\$ 900.00	\$ 52.00	\$ 624.00
63	11	SY	Crushed Rock Pavement Repair: Open Cut and Replace 6" Thick Base per BCS Detail ST4-00	\$ 70.00	\$ 770.00	\$ 58.00	\$ 638.00	\$ 35.00	\$ 385.00	\$ 25.00	\$ 275.00	\$ 56.50	\$ 621.50
64	96	LF	4" Wide White Paint Striping	\$ 20.00	\$ 1,920.00	\$ 12.00	\$ 1,152.00	\$ 15.00	\$ 1,440.00	\$ 5.00	\$ 480.00	\$ 1.30	\$ 124.80
65	8	LF	4" Wide Double Yellow Thermoplastic Striping	\$ 35.00	\$ 280.00	\$ 50.00	\$ 400.00	\$ 30.00	\$ 240.00	\$ 25.00	\$ 200.00	\$ 2.60	\$ 20.80
66	754	SY	20' Wide Rock Rip Rap Channel Lining with 100 lb Minimum Pieces	\$ 77.50	\$ 58,435.00	\$ 89.00	\$ 67,106.00	\$ 85.00	\$ 64,090.00	\$ 90.00	\$ 67,860.00	\$ 23.50	\$ 17,719.00
67	3,134	SF	Sod Disturbed Areas	\$ 2.00	\$ 6,268.00	\$ 1.25	\$ 3,917.50	\$ 0.50	\$ 1,567.00	\$ 1.00	\$ 3,134.00	\$ 1.30	\$ 4,074.20
68	5,005	LF	Trench Safety System for All Waterline, All Sizes, All Depths	\$ 1.50	\$ 7,507.50	\$ 1.20	\$ 6,006.00	\$ 2.00	\$ 10,010.00	\$ 4.00	\$ 20,020.00	\$ 1.00	\$ 5,005.00
69	3,597	LF	Corrosion Monitoring System Joint Bonding	\$ 20.00	\$ 71,940.00	\$ 20.00	\$ 71,940.00	\$ 9.00	\$ 32,373.00	\$ 8.00	\$ 28,776.00	\$ 2.60	\$ 9,352.20
70	13	EA	Corrosion Monitoring Test Station	\$ 2,200.00	\$ 28,600.00	\$ 2,900.00	\$ 37,700.00	\$ 1,850.00	\$ 24,050.00	\$ 3,000.00	\$ 39,000.00	\$ 500.00	\$ 6,500.00
71	1	LS	Site Restoration to Original or Better Condition, Including Regrading and Stabilization of Side Slopes, Replacement of All Damaged Fences, Culverts, Irrigation System, Signs, and Other Existing Utilities or Facilities Not Explicitly Outlined in Other Bid Items, Cleaning of Pavement Areas, and Removal of All Equipment and Unused or Removed Materials from the Site.	\$ 22,500.00	\$ 22,500.00	\$ 153,000.00	\$ 153,000.00	\$ 20,000.00	\$ 20,000.00	\$ 50,000.00	\$ 50,000.00	\$ 65,000.00	\$ 65,000.00
72	1	LS	Remove and Replace Landscape Area Including 7 - 30 gallon Crepe Myrtle Trees, Rock Border & Mulch in Entire Bed, Sta 33+00	\$ 9,735.00	\$ 9,735.00	\$ 18,500.00	\$ 18,500.00	\$ 7,800.00	\$ 7,800.00	\$ 7,500.00	\$ 7,500.00	\$ 10,200.00	\$ 10,200.00
73	100	TON	Crushed Rock Bedding For Trench Dewatering System (ONLY to be used as Authorized by Engineer on an As-Needed Basis)	\$ 35.00	\$ 3,500.00	\$ 35.00	\$ 3,500.00	\$ 50.00	\$ 5,000.00	\$ 70.00	\$ 7,000.00	\$ 40.00	\$ 4,000.00
Subtotal - Water Items				\$	1,924,795.50	\$	2,038,248.00	\$	1,525,854.00	\$	1,573,052.00	\$	1,924,226.10
List Name of Manufacture that is being bid				North American Pipe Corporation		Cortalock		Cortalok		North American Pipe Co.		North American Pipe	
Total Base Bid				\$	2,173,796.00	\$	2,370,278.40	\$	1,613,354.00	\$	1,803,052.00	\$	2,116,761.10



				Blackrock Construction		Burnside Services, Inc.		Elliot Construction		Kieschnick General Contractors, Inc.		Western Municipal Construction of Texas, LLC.	
Item No.	Quantity	Unit	Item Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
ALTERNATE BID													
A1	1,316	LF	20" PVC Water Line; AWWA C900, DR 18 PVC with Bank Sand Bedding & Haunching, Non-Structural Backfill, Tracer Wire, 3M Electronic Caution Tape, by Open Cut (In Lieu of Item 6)	\$ 207.00	\$ 272,412.00	\$ 158.00	\$ 207,928.00	\$ 135.00	\$ 177,660.00	\$ 145.00	\$ 190,820.00	\$ 161.00	\$ 211,876.00
A2	65	LF	20" PVC Water Line Structural; AWWA C900, DR 18 PVC with Bank Sand Bedding & Haunching, Structural Backfill, Tracer Wire, 3M Electronic Caution Tape, by Open Cut (In Lieu of Item 7)	\$ 235.00	\$ 15,275.00	\$ 175.00	\$ 11,375.00	\$ 205.00	\$ 13,325.00	\$ 175.00	\$ 11,375.00	\$ 322.00	\$ 20,930.00
A3	228	LF	20" PVC Water Line Restrained; AWWA C900, DR 18 Restrained Joint PVC with Bank Sand Bedding & Haunching, Non-Structural Backfill, Tracer Wire, 3M Electronic Caution Tape, by Open Cut (In Lieu of Item 8)	\$ 275.00	\$ 62,700.00	\$ 201.00	\$ 45,828.00	\$ 175.00	\$ 39,900.00	\$ 180.00	\$ 41,040.00	\$ 239.00	\$ 54,492.00
A4	311	LF	20" PVC Water Line Restrained, Structural; AWWA C900, DR 18 Restrained Joint PVC with Bank Sand Bedding & Haunching, Structural Backfill, Tracer Wire, 3M Electronic Caution Tape, by Open Cut (In Lieu of Item 9)	\$ 330.00	\$ 102,630.00	\$ 226.00	\$ 70,286.00	\$ 228.00	\$ 70,908.00	\$ 210.00	\$ 65,310.00	\$ 420.00	\$ 130,620.00
A5	30	LF	20" PVC Water Line Restrained Joint, Trenchless; AWWA C900, DR 18 Restrained Joint PVC with Tracer Wire, by Trenchless Construction (In Lieu of Item 10)	\$ 698.00	\$ 20,940.00	\$ 491.00	\$ 14,730.00	\$ 305.00	\$ 9,150.00	\$ 325.00	\$ 9,750.00	\$ 1,271.00	\$ 38,130.00
A6	20	LF	20" PVC Water Line in 36" Casing; 36" x 1/2" Steel Casing with 20" Restrained Joint PVC Water Line with SS Casing Spacers & End Seals, Non-Structural Backfill, Tracer Wire, 3M Electronic Caution Tape, by Open Cut (In Lieu of Item 11)	\$ 280.00	\$ 5,600.00	\$ 360.00	\$ 7,200.00	\$ 400.00	\$ 8,000.00	\$ 475.00	\$ 9,500.00	\$ 573.00	\$ 11,460.00
A6	210	LF	20" PVC Water Line in 36" Casing, Structural; 36" x 1/2" Steel Casing with 20" Restrained Joint PVC Water Line with SS Casing Spacers & End Seals, Structural Backfill, Tracer Wire, 3M Electronic Caution Tape, by Open Cut (In Lieu of Item 12)	\$ 344.00	\$ 72,240.00	\$ 400.00	\$ 84,000.00	\$ 470.00	\$ 98,700.00	\$ 525.00	\$ 110,250.00	\$ 646.00	\$ 135,660.00
A7	120	LF	20" PVC Water Line in 36" Casing, By Bore; 36" x 1/2" Steel Casing with 20" Restrained Joint PVC Water Line with SS Casing Spacers & End Seals, Tracer Wire, 3M Electronic Caution Tape, by Bore (In Lieu of Item 13)	\$ 525.00	\$ 63,000.00	\$ 835.00	\$ 100,200.00	\$ 760.00	\$ 91,200.00	\$ 785.00	\$ 94,200.00	\$ 1,046.00	\$ 125,520.00
A8	1,270	LF	18" PVC Water Line; AWWA C900, DR 18 PVC with Bank Sand Bedding & Haunching, Non-Structural Backfill, Tracer Wire, 3M Electronic Caution Tape, by Open Cut (In Lieu of Item 14)	\$ 185.00	\$ 234,950.00	\$ 147.00	\$ 186,690.00	\$ 126.00	\$ 160,020.00	\$ 145.00	\$ 184,150.00	\$ 145.00	\$ 184,150.00
A9	27	LF	18" PVC Water Line Restrained; AWWA C900, DR 18 Restrained Joint PVC with Bank Sand Bedding & Haunching, Non-Structural Backfill, Tracer Wire, 3M Electronic Caution Tape, by Open Cut (In Lieu of Item 15)	\$ 180.00	\$ 4,860.00	\$ 192.00	\$ 5,184.00	\$ 168.00	\$ 4,536.00	\$ 185.00	\$ 4,995.00	\$ 210.00	\$ 5,670.00
Subtotal - Alternate Bid Items				\$	854,607	\$	733,421	\$	673,399	\$	721,390	\$	918,508.00
Total Base Bid (Items 1-73)				\$	2,173,796.00	\$	2,370,278.40	\$	1,613,354.00	\$	1,803,052.00	\$	2,116,761.10
(Items 6-15)				\$	(698,117.00)	\$	(733,121.00)	\$	(604,053.00)	\$	(633,043.00)	\$	(831,054.00)
Total Alternate Bid (Base Bid) - (Items 6-15) + (Items A1-A9)				\$	1,475,679.00	\$	1,637,157.40	\$	1,009,301.00	\$	1,170,009.00	\$	1,289,707.10
Bid Certification													
Bid Bond													
Addenda Acknowledged													

\$2,330,286

\$2,370,578.40

\$1,682,700

\$1,891,339

\$2,204,215.10

Note: Total alternate bid amounts were miscalculated and are corrected here in red. However, the city is proceeding with the base bid only and no alternates.

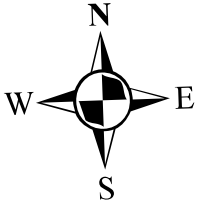
\$2,173,796
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\$1,891,339

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+\$918,508
\$2,204,215.10



North Forest
Parkway

Emerald Parkway

State Highway 6

Sebesta Rd

Woodcreek Dr

July 22, 2021
Item No. 8.7.
Temporary parking on Sebesta Rd

Sponsor: Emily Fisher, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an ordinance amending Chapter 38 "Traffic and Vehicles", by temporarily prohibiting bike ways and allow parking along both sides of Sebesta Road from 250 feet east of State Highway 6 South Frontage Road to Pavilion Avenue.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The current ordinance designates bikeways along Sebesta Road, from the SH-6 South Frontage Road to Sandstone Drive. Parking along the roadway is prohibited due to the bikeways. The requested change to the ordinance will prohibit bikeways and allow parking along Sebesta Road, from 250' east of the State Highway 6 South Frontage Road to Pavilion Avenue.

The change is needed due to planned construction of the SH-6 Waterline Project, Phase 3. The city will be acquiring easements across two properties near the corner of SH-6 and Sebesta Road and on-site parking will be impacted during construction. In addition to normal parking, one of the businesses is an engineering company that provides on-site training from time-to-time and will need additional parking along the street during the project. The best alternative will be street parking along Sebesta Road.

College Station Traffic Engineering received a request from the Land Agent to allow parking along the street. This request was made to alleviate the temporary loss of parking during the construction of the SH-6 Waterline Project, Phase 3.

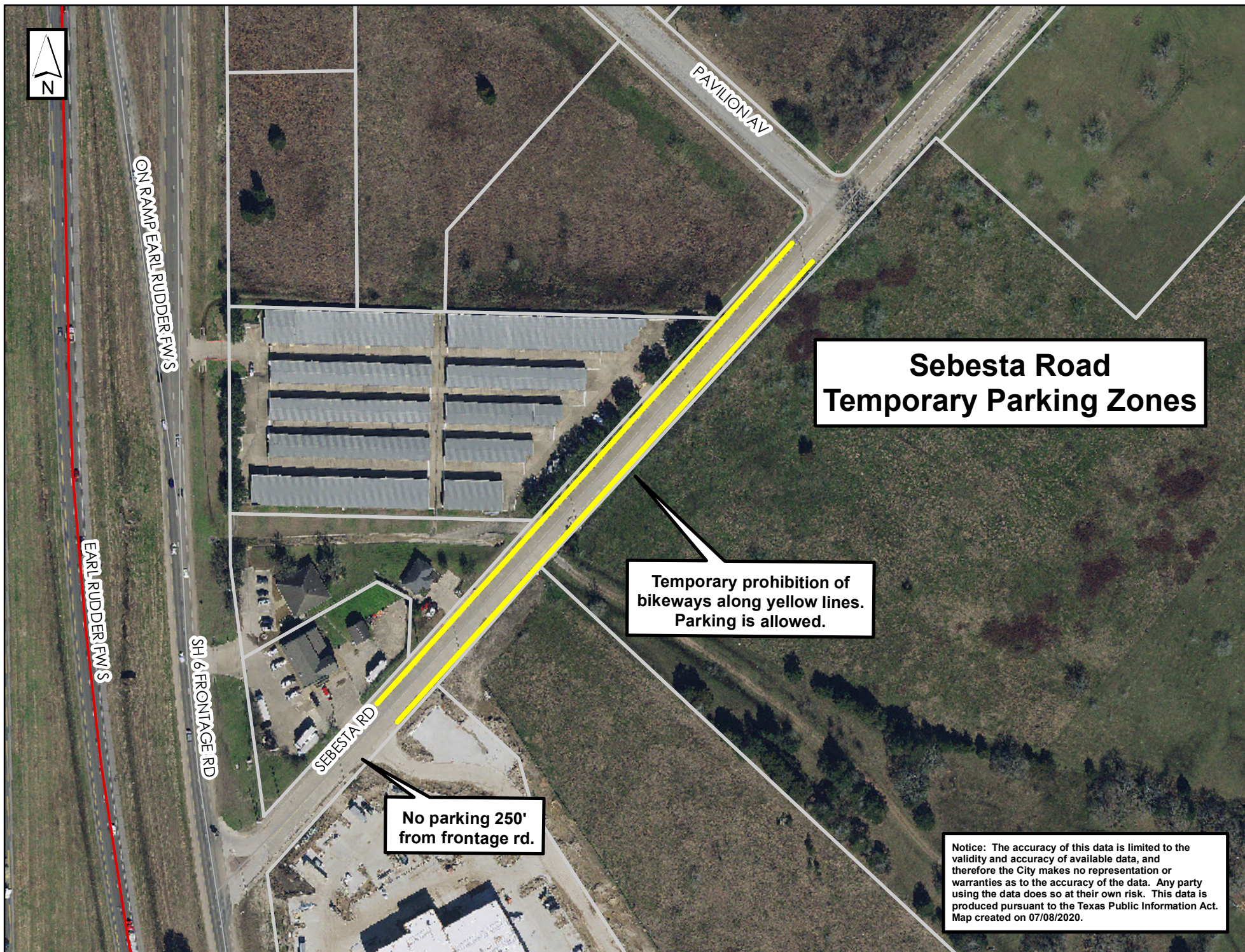
City of College Station Traffic Management Team recommends approving this ordinance.

Again, this is only temporarily allowing parking on Sebesta during the construction of the SH 6 Water line phase 3 project.

Budget & Financial Summary: n/a

Attachments:

1. Proposed Parking Zones - rev
2. CH 38 Parking Allowed Ord - Sebesta Road



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE VI “TRAFFIC SCHEDULES,” SECTION 38-1006 “TRAFFIC SCHEDULE VI, BIKEWAYS AND BIKE PROHIBITION,” BY TEMPORARILY PROHIBITING BIKEWAYS ON SEBESTA ROAD FROM 250 FEET EAST OF THE STATE HIGHWAY 6 SOUTH FRONTAGE ROAD TO PAVILLION AVENUE, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1006 “Traffic Schedule VI Bikeways and Bike Prohibitions,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar (\$1.00) and not more than two thousand dollars (\$2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Chapter 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1006 “Traffic Schedule VI Bike and Bike Prohibitions,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to include:

Bikeways shall be prohibited along Sebesta Road, from 250’ east of the SH-6 South Frontage Road to Pavilion Avenue during the construction of the SH-6 Waterline, Phase 3 project.

July 22, 2021
Item No. 8.8.
SH 40 Waterline Extension Design

Sponsor: Emily Fisher, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a professional services contract with Kimley Horn & Associates in the amount of \$604,200 for the State Highway 40 Waterline project.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This project will extend a 24-inch water line from Graham Rd south along FM 2154 to State Highway (SH) 40 and then east to Barron Rd. The project also extends a 24-inch water line from Victoria Ave west along SH 40 to the Sonoma Park subdivision.

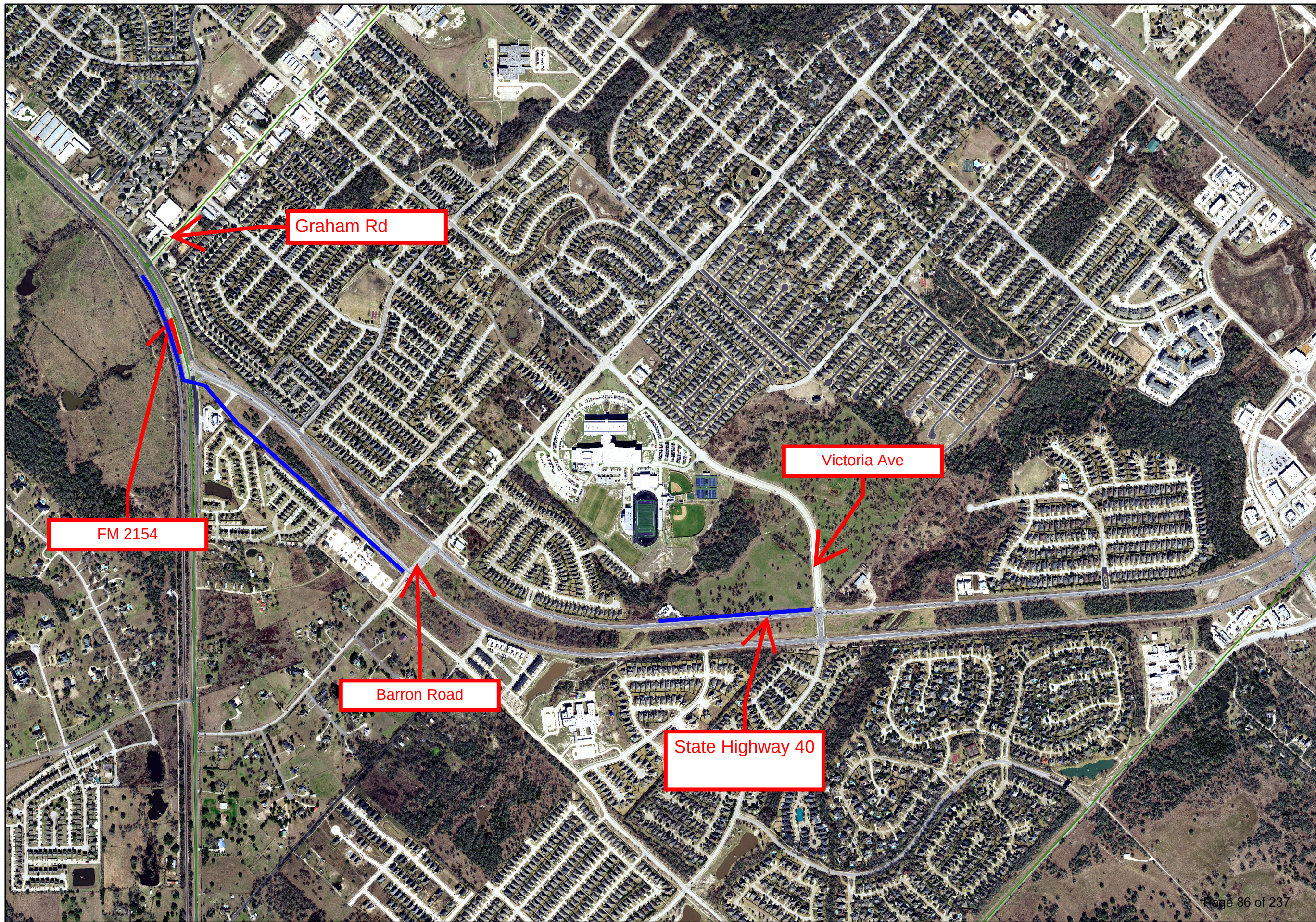
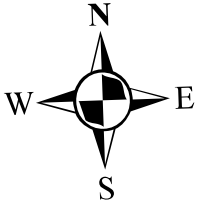
This project will complete a section of 24-inch water line that will assist in proper operation of the distribution system by increasing connectivity between Dowling Road Pump Station and the Greens Prairie Elevated Storage Tank.

Request for Qualifications 21-026 was issued and six responses were received. Kimley Horn & Associates was chosen by a staff committee as the most highly qualified engineering firm for the project.

Budget & Financial Summary: A combined budget of \$1,950,000 is currently appropriated for these projects in the Water Capital Improvement Projects Fund. A combined total of \$1,944 has been expended of committed to date, leaving a balance of \$1,948,056 for this contract and future expenses.

Attachments:

1. Location Map
2. 20210514 - Scope of Work_SH 40 WL
3. 20210603 Fee Summary-SH 40 Water Line



Graham Rd

FM 2154

Barron Road

Victoria Ave

State Highway 40

STATE HIGHWAY 40 WATER LINE EXTENSION PROJECT
CITY OF COLLEGE STATION

Kimley-Horn and Associates, Inc. ("KHA" or the "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of College Station (the "City") to provide professional services for the above referenced project. Our project understanding, scope of services, schedule and fee are below.

PROJECT UNDERSTANDING

The State Highway 40 (SH 40) Water Line Extension Project involves the design of approximately 8,500 linear feet of 24-inch water line, in TxDOT right-of-way (ROW) and within easements on private property. The extents of the project include a portion from the intersection of Graham Road North, and Old Wellborn Road to the intersection of Barron Road and SH 40, and a portion from the French Door Salon and Spa to the intersection of Victoria Avenue and SH 40. The project will include a preliminary design alignment study, design, and preparation of construction documents as well as bidding and construction phase services. The purpose of this extension is to complete the 24-inch system connection and increase capacity from the Dowling Road Pump Station to the Greens Prairie Elevated Storage Tank.

It is Consultant's understanding that the City has already prepared a Water Master Plan with a hydraulic model and the peak design flows have been determined for the project.

SCOPE OF SERVICES

KHA offers the following Scope of Services based upon what we currently anticipate may be required. Design tasks are defined below for the type of work that is anticipated.

TASK SUMMARY

1. Project Management

- 1.1. Plan and participate in a Project Kickoff Meeting with City staff to confirm project scope, personnel, lines of communication, and schedule
- 1.2. Project Status Meetings
 - 1.2.1 Conduct up to twelve (12) project status meetings with the City and other stakeholders to monitor the development of the project and conduct project coordination
 - 1.2.2 Prepare Agendas & Attendance Log for meetings; minutes, including discussion and action items for review and distribution within two (2) business days
- 1.3. Document design criteria chart (coordinate with City staff)
- 1.4. Project Administration
 - 1.4.1 Prepare project correspondence
 - 1.4.2 Prepare invoicing documents
 - 1.4.3 Maintain and update project schedule
- 1.5. Quality Assurance/Quality Control (QA/QC)
 - 1.5.1 Establish quality control procedures for the project
 - 1.5.2 Assign QA/QC Manager and Peer Review Roles
 - 1.5.3 Perform quality control reviews for the following submittals:
 - Preliminary Design Report
 - Design Survey
 - Preliminary Water Line Design (50%)
 - Final Water Line Design (90%)
 - Easement Legal Description and Exhibits

2. Preliminary Investigation

- 2.1. Data Collection and Record Research

KHA shall request all available record information along the proposed project corridor from the City of College Station, TxDOT, franchise utilities and other agencies with facilities within the project corridor.

- 2.1.1 Gather existing survey and topographic data
- 2.1.2 Gather existing aerial photographs
- 2.1.3 Gather existing water, sanitary sewer and storm sewer record drawings
- 2.1.4 Gather existing and proposed paving and utility plans from City and TxDOT
- 2.1.5 Gather existing development plans
- 2.1.6 Gather existing plat information
- 2.1.7 Collect property owner and record information
- 2.1.8 Gather existing and proposed right-of-way and easement information
- 2.1.9 Gather existing franchise utility record information
- 2.1.10 Obtain the City of College Station Water Model from the City
- 2.1.11 Organize record information into project database
- 2.2. Site Investigation
 - 2.2.1 Walk alignment corridors
 - 2.2.2 Document alignment corridors with photographs
 - 2.2.3 Identify potential alignments, conflicts and issues
- 2.3. Data Review with City
 - 2.3.1 Coordinate with City to review accuracy of record information

3. Preliminary Design Report

- 3.1. Review Water Master Plan Information
 - 3.1.1 Review Water Master Plan Report
 - 3.1.2 Review Water Master Plan Model
 - 3.1.3 Verify design criteria for project extents
- 3.2. SH 40/FM 2154 Grade Separation
 - 3.2.1 KH will review and incorporate the schematic plan for the proposed grade separation at SH 40/FM 2154. City shall provide schematic design in CAD format to KH.
- 3.3. Prepare overall project map with existing utilities
- 3.4. Identify alternate water line alignments within the project extents (up to 3 alternatives)
- 3.5. Identify conflicts and issues related to each alternative
- 3.6. Provide a qualitative desktop assessment to evaluate the presence of U.S. Army Corps of Engineers' (USACE) criteria for jurisdictional open waters (including streams) and wetlands that are likely to be subject to Corps and the Environmental Protection Agency (EPA) Section 404/401 permit requirements on the property.
 - 3.6.1 Review readily available aerial photography and published data for the property, and visit the site once to perform field reconnaissance of the study area in an effort to determine the approximate extent of potentially jurisdictional wetlands and other waters of the U.S.
 - 3.6.2 This scope does not include flagging or surveying jurisdictional areas.
 - 3.6.3 KH will prepare a memorandum describing our findings and a summary of possible permitting and mitigation strategies.
 - 3.6.4 This scope does not include effort to complete USACE permitting.
- 3.7. Prepare alignment alternative exhibits
- 3.8. Prepare typical cross sections
- 3.9. Prepare overall profile exhibit utilizing available GIS and on the ground survey information.
- 3.10. Prepare preliminary opinion of probable construction costs for each alternative
- 3.11. Compare and Evaluate Alternatives
 - 3.11.1 Prepare summary for each alternative including the following:
 - Length
 - Properties affected
 - Easement required
 - ROW impacts
 - Obstructions

- Potential utility crossing conflicts, based on available information, and conflict resolution alternatives
 - Parallel Utilities
 - Environmental concerns
 - Permits required
 - Traffic concerns
 - Constructability
 - Preliminary option of probable construction cost
- 3.12. Alternatives workshop with City
- 3.12.1 Meet with City staff to present and discuss alternatives
- 3.12.2 Identify additional modifications of the defined alternatives
- 3.13. Submit Preliminary Design Report, reflecting and discussing the alternatives and identifying a recommended alternative with preliminary option of probable construction cost.
- 3.14. Meet with City to review comments and questions on the Preliminary Design Reports.
- 3.15. Incorporate City comments and prepare and submit final Design Report.

4. Design Survey

- 4.1. Utility and Property Owner Coordination
- 4.1.1 Coordinate with DIG TESS to locate and mark existing franchise and public utilities prior to performing the field survey
- 4.1.2 Coordinate with City and property owners for access to perform on site surveys
- 4.1.3 Send right-of-entry letters to property owners and follow up with up to two telephone calls and/or letters each to obtain permission.
- 4.2. Topographic Survey
- 4.2.1 The limits of the survey shall be approximately:
- 3,500 linear feet from the intersection of Graham Rd N and the Union Pacific Railroad (UPRR), to corner of Barron Road and SH 40, along the H&H Operations, LLC property along northern or southern SH 40 ROW, which will be determined in Task 3.
 - 4,000 linear feet from the intersection of UPRR and the east ROW of FM 2154 to Barron Road and the ROW of SH 40, along the northern or southern SH 40 ROW, which will be determined in Task 3.
 - 1,500 linear feet on the southern boundary of the Duke Ann et. al. property.
 - (See Attachment A).
- 4.2.2 Set control points (X,Y&Z) on the ground at approximately 1,000 foot intervals based on City of College Station Coordinate System
- 4.2.3 Prepare topographic design survey showing existing visible elements and 100 foot cross-sections extending 25 feet on either side of the pipeline alignment including, but not limited to the following:
- Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - Property Corners and Driveways
 - Existing inlets, manholes, junction boxes, outfalls, fire hydrants, valve boxes and erosion control
 - Culverts and bridges
 - Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - Traffic signal poles, cabinets, and other signal equipment
 - Signs (excluding temporary signs)
 - Trees, landscaping and hardscaping
 - Buildings
 - Retaining walls
 - Fence limits and material types
 - Other applicable physical features that could impact design
- 4.2.4 Prepare a final topographic drawing in digital format (including one foot contours and breaklines) showing the features located in the field as well as right-of-way strip map

information in accordance with the City of College Station Mapping Requirements dated June 2012, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions

5. Easement Documents

- 5.1. Complete survey and prepare plat and field notes for up to 4 properties
 - 5.1.1 Prepare easement instruments (Metes and Bounds and graphic exhibits of easements) required for proposed water lines for the City selected alignment in accordance with City ROW mapping requirements.
 - 5.1.2 Individual parcel exhibit shall be 8 ½"x11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor (three (3) originals of each to contain:
 - Parcel number
 - Area required
 - Area remaining
 - Legal description
 - Current owner
 - Any existing platted easements or easements filed by separate instrument including easements provided by utility companies.
 - Physical features
 - Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.
 - 5.1.3 City shall provide all necessary title work and easement dedication language.
- 5.2. Submit easement instruments for review and approval by City Land Agent.
- 5.3. Address two (2) rounds of reasonable City and Property Owner comments.
- 5.4. City staff will be responsible for all property owner negotiations.

6. Subsurface Utility Engineering

- 6.1. Level B – Complete Level B SUE, Designating along the City selected alignment route from FM 2154 to Barron Road (approximately 4,000 linear feet within TxDOT ROW).
- 6.2. Level A – Vacuum excavation of existing utility lines up to four (4) up to 10 feet below existing grade.
 - 6.2.1 Identify utility type, size, material and depth
 - 6.2.2 Provide sketch of utility information collected
 - 6.2.3 Set survey stake with identification number and depth
 - 6.2.4 Restore surface to existing condition
 - 6.2.5 Survey pothole locations and provide coordinates and elevations (x,y,z)

7. Geotechnical Investigation

- 7.1. Coordinate access with DIG TESS to locate and mark existing franchise and public utilities prior to perform work.
- 7.2. Contact property owners for site access.
- 7.3. Coordinate and acquire required permits with Texas Department of Transportation for R.O.W. access prior to perform work.
- 7.4. Perform traffic control, when necessary, and it shall conform to, at a minimum, the Texas Manual of Uniform Traffic Control Devices (TMUTCD).
- 7.5. Perform a geotechnical analysis of the site utilizing a qualified geotechnical laboratory to determine and characterize subsurface conditions and make recommendations regarding backfill, embedment, compaction and conditions related to construction by boring, jacking and tunneling. The geotechnical analysis shall include the following:
 - 7.5.1 Six (6) sample bores at approximately fifteen (15) feet deep,
 - 7.5.2 Four (4) sample bores at approximately twenty (20) feet deep with continuous sampling at approximate depths of 5-15 feet throughout the potential tunnel zone.

- 7.5.3 Laboratory tests for classification purposes and strength characteristics could include moisture contents, unit dry weights, Atterberg limits, compression strength tests and grain-size analyses.
- 7.5.4 Engineering services that address soil and groundwater conditions as well as recommendations for site and subgrade preparation, groundwater control, water construction considerations (open excavation and trenchless).
- 7.6. A geotechnical report will be furnished by the geotechnical engineer to present the results of the field and laboratory data as well as analyses and recommendations. Two (2) hard copies and one electronic copy of the report will be provided by the geotechnical engineer. The data contained in the geotechnical report will be made available to contractors during the bidding process for information purposes.

8. Preliminary Water Line Design (50%)

- 8.1. Field verification of survey and base map
- 8.2. Preliminary water line layout approval
 - 8.2.1 Prepare horizontal layout of water line on survey base map
 - 8.2.2 Prepare cross sections at key locations for clarity based on survey data
 - 8.2.3 Identify horizontal and vertical clearances and conflicts
 - 8.2.4 Identify locations for subsurface utility investigations
 - 8.2.5 Identify permitting requirements
 - 8.2.6 Meet with City staff for review and consensus on the preliminary horizontal layout
- 8.3. Preliminary Water Line Plan/Profile Preparation
 - 8.3.1 Prepare (22"x34") Plan/Profile sheets at 1"=40' horizontal and 1"=4' vertical scale (approximately 11 sheets anticipated).
 - 8.3.2 Plan view of the base map shall have all above ground features shown and clearly labeled along the existing property lines, easements and utilities based on field ties and record information.
 - 8.3.3 Plan view shall include design notes for stationing, size, fittings, valves, and horizontal changes in direction.
 - 8.3.4 Profile shall include design notes for stationing, size, slope, flow lines, pipe material, embedment, length, and construction method.
 - 8.3.5 Prepare preliminary water design details.
 - 8.3.6 Site verification of preliminary design
 - 8.3.7 Prepare general notes and details
 - 8.3.8 Prepare preliminary technical design specifications including and special technical specifications identified during preliminary design.
- 8.4. Franchise Utility Coordination
 - 8.4.1 Contact franchise utilities to discuss existing lines along the project corridor
 - 8.4.2 Send one set of preliminary water line plans to each franchise utility for their review. Request each franchise utility to verify the size, type, and location of their utilities
 - 8.4.3 Coordinate with the franchise utilities if relocations are required. Notify the City if any relocations will be required (franchise utility relocation design is not included in the KHA scope of services)
- 8.5. Preliminary Trenchless Design
 - 8.5.1 Review preliminary project geotechnical borings and laboratory data.
 - 8.5.2 Prepare conceptual trenchless alignments for the proposed water crossing of SH 40 and UPRR for up to three different trenchless alternatives (possibly including guided auger bore, micro tunneling, open-shield pipejacking, horizontal directional drilling, and hand tunneling with liner plate). Alternative alignments will be developed with jacking/reception shaft locations based on typical equipment layout/work area and identified site constraints.
- 8.6. Compile and prepare an updated opinion of probable construction cost for the entire project using recent average unit bid prices which are representative of similar types of construction in the local area
- 8.7. Preliminary design submittal (50%)
 - 8.7.1 Submit electronic copy to the City for review and comment

- 8.7.2 Submittal shall include the following:
 - Preliminary design plans
 - Preliminary special and City standard technical specifications (for inclusion into the contract documents prepared by the City)
 - Opinion of probable construction cost
- 8.8. Review Meeting
 - 8.8.1 Attend one (1) meeting with City staff to present and review the preliminary water line design

9. Jurisdictional Coordination

- 9.1. TxDOT
 - 9.1.1 Consultant will prepare and attend up to four (4) virtual meetings with City staff and TxDOT representatives for coordination of proposed work within TxDOT ROW.
 - 9.1.2 Consultant will prepare and distribute meeting minutes to attendees.
 - 9.1.3 Consultant will assist City in preparing an exhibit including proposed water alignment and identifying proposed surface appurtenances for coordination with TxDOT.
 - 9.1.4 Consultant will assist City to complete the UIR application for the following crossings and parallel water line installations in TxDOT ROW:
 - FM 2154
 - SH 40 ROW installation
- 9.2. Union Pacific
 - 9.2.1 Consultant will prepare and attend up to two (2) virtual meetings with City staff and UPRR representatives for coordination of proposed work within UP ROW.
 - 9.2.2 Consultant will prepare and distribute meeting minutes to attendees.
 - 9.2.3 Consultant will assist City in preparing an exhibit including proposed water alignment and identifying proposed surface appurtenances for coordination with UP.
 - 9.2.4 Consultant will assist City to complete UP crossing permit for UP engineering review following UP application process.
- 9.3. All fees shall be paid directly by City
- 9.4. Consultant can make no guaranty as to securing permits.

10. Final Water Line Design

- 10.1. Incorporate and/or respond to the City of College Station's preliminary design submittal review comments (one (1) round of comments anticipated in proposed effort)
- 10.2. Incorporate and/or respond to the franchise utilities' preliminary design submittal review comments (one (1) round of comments anticipated in proposed effort)
- 10.3. Incorporate and/or respond to the property owners' preliminary design submittal review comments (one (1) round of comments anticipated in proposed effort)
- 10.4. Update alignment and jacking/reception shaft locations based on final geotechnical information, utility locations, and site constraints. Provide temporary construction easement details for each entry/exit/shaft location and trenchless construction details. Incorporate and/or respond to the City's preliminary design submittal review comments (one (1) round of comments anticipated in proposed effort).
- 10.5. Prepare draft general notes and details
- 10.6. Prepare draft special technical specifications
 - 10.6.1 Include technical specifications for trenchless installation method (guided auger bore, micro tunneling, hand tunneling with liner plate, or open-shield pipejacking), shaft construction, casing pipe/liner plate, installation of carrier pipe in casing, settlement monitoring, contact grouting, portal stabilization, and dewatering (if necessary).
- 10.7. Prepare updated opinion of probable construction cost
- 10.8. Incorporate subsurface utility engineering investigations information
- 10.9. Draft design submittal (90%)
 - 10.9.1 Submit electronic copy to the City for review and comment
 - 10.9.2 Submittal shall include the following:
 - Draft design plans

- Technical specifications (for inclusion into the contract documents prepared by the City)
 - Opinion of probable construction cost
- 10.9.3 Submit summary transmittal letter to the following regulatory agency for review: Texas Commission on Environmental Quality (TCEQ)
- 10.10. Review Meeting
- 10.10.1 Attend one (1) meeting with City staff to present and review the final water line design
- 10.11. Incorporate the Draft design (90%) submittal review comments (one (1) round of comments anticipated in proposed effort)
- 10.12. Final design submittal
- 10.12.1 Submit the following signed, sealed and dated final construction drawings, special provisions, bid form (in excel format) and specifications:
- 10.12.2 Submittal shall include:
- Two (2) full size hard copies (22"x34")
 - Electronic PDF version

11. Erosion Control Plan

- 11.1. Prepare plan showing the location of proposed temporary and/or permanent erosion control devices
- 11.2. Compile applicable City standard details. Modify standard details as needed.
- 11.3. The implementation of the SWPPP shall be the responsibility of the Contractor and shall incorporate the erosion control plan.

12. Bidding Phase Services

- 12.1. Provide assistance to the City during bidding by preparation and delivery of addenda for plan holders and responses to questions submitted by plan holders.
- 12.2. Attend a scheduled pre-bid conference
- 12.3. Attend bid opening

13. Control Staking

- 13.1. Using information provided with the design surveys, provide the selected contractor with the necessary onsite survey control data in electronic format to facilitate the Contractor's efforts to provide construction staking for the project

14. Construction Phase Services

- 14.1. Issue conformed drawings and specifications, if necessary.
- 14.2. Pre-Construction Conference
- 14.2.1 Consultant will attend a Pre-Construction Conference prior to commencement of Work at the Site.
- 14.3. Visits to Site and Observation of Construction (maximum of 12 site visits)
- 14.3.1 Consultant will provide on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.
- 14.3.2 The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall KHA have authority over or

responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

14.4. Recommendations with Respect to Defective Work

14.4.1 Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.

14.5. Clarifications and Interpretation

14.5.1 Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

14.6. Change Orders

14.6.1 Consultant may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

14.7. Shop Drawings and Samples

14.7.1 Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

14.8. Substitutes and "or-equal"

14.8.1 Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

14.9. Inspections and Tests

14.9.1 Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.

14.10. Disagreements between Client and Contractor

14.10.1 Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14.11. Applications for Payment

14.11.1 Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any

qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

- 14.11.2 By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

14.12. Substantial Completion

- 14.12.1 Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use; in company with Client and Contractor, conduct a site visit, and prepare a punch list of items to be completed prior to final acceptance, to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on the final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.

14.13. Final Notice of Acceptability of the Work

- 14.13.1 Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

14.14. Limitation of Responsibilities

- 14.14.1 Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

15. Construction Material Testing Services

- 15.1. KHA will engage a sub consultant to provide construction material testing services for the project during construction. Testing services will be done in accordance with the minimum requirements defined in the current B/CS Unified Specifications. KHA and their sub consultant will only respond to test requests made by the City. A minimum of 24 hours notice is required to properly schedule our services. KHA shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing. Additional testing beyond the minimum requirements shall be an additional service. Re-tests due to deficient work shall be performed at the contractor's expense per the B/CS Unified Specifications. Changes to the project limits or scope of construction, either during design or construction may necessitate a change in testing services and may constitute additional services. The effort for this task was based on services being performed between the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday. If services are requested by the City or City's contractor on weekends or holidays, this effort will be approved by City and billed on an hourly basis in addition to the fee established for this task.
- 15.2. KHA or their sub consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor

shall KHA have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work.

15.3. The following field services are included in this task:

15.3.1 Earthwork

- Sample materials proposed for use as crushed stone base material, subgrade, general site fill, and utility structural backfill materials. Prepare and test the samples to determine classification by the Atterberg Limits and Moisture Density Relationship (ASTM D-698 or Tex-113-E).
- Proof roll exposed subgrade prior to placement of fill materials
- Perform field density tests using the nuclear method to determine the moisture content and percent compaction of the soil materials.
- Perform depth checks, Atterberg Limits tests, pH tests, and field density tests every 200 linear feet to determine depth, Plasticity Index, moisture content, and percent compaction of structural fill materials.
- Perform depth checks and field density tests every 200 linear feet to determine depth, moisture content, and percent compaction of the pavement base materials.

15.3.2 Cast-in-Place Concrete

- Provide engineering technician to sample the fresh concrete for each mix, perform required tests, including slump, air content, concrete temperature, unit weight and cast test specimens during placements at the following frequencies: 1 set of (5) 4"x8" per 50 cubic yards or fraction thereof for each day's placement, whichever is greater, for pavement and sidewalks.
- Perform compressive strength tests of concrete test cylinders cast in the field. One specimen will be tested at 7 days, three specimens will be tested at 28 days, and one "hold" cylinder.

15.3.3 Hot Mix Asphalt Concrete Pavement Monitoring and Testing

- Obtain sample from field and perform laboratory classifications tests including lab molded specimen density, Hveem stability, maximum theoretical density, asphalt content, and gradations. Test will be performed in accordance to the Job Mix Formula (JMF) of the HMAC.
- After completion of the asphalt paving operations, obtain four asphalt pavement cores from the field for each day's placement. For each core, measure the thickness and calculate the bulk density with respect to the maximum theoretical density.

16. Record Drawings

16.1. Obtain and review comments and field changes on the "as-built" redline construction plans from City and/or Contractor.

16.2. Prepare record drawings based on comments and field changes. Since Kimley-Horn will not be providing resident engineering services and not observing on a full time basis, we will not seal the record drawings. The record drawings will be provided in the following format:

- AutoCAD File (1) copy
- PDF (1) copy
- 22"x34" Mylar Hardcopy (1) copy (4 mil double matte)

Additional Services

City and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include, but are not limited to, the following:

- Roadway design
- Storm sewer design
- Sanitary sewer line design
- Hike and Bike trail and/or sidewalk design
- Design of any offsite drainage improvements
- USACE Permitting
- Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above
- Assist the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies
- Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor
- Submittal to Texas Department of Licensing and Registration (TDLR) for ADA requirements
- Construction staking
- Landscape / Irrigation Design
- Retaining wall design
- "Value engineering" after bidding
- Traffic studies or reports
- SWPPP inspections / coordination
- Any services not listed in the Scope of Services

- End of Scope of Services -

SCHEDULE

The Consultant shall provide the professional services as expeditiously as practicable to meet the mutually agreed upon schedule. The times for performance shall be extended for delays or suspensions due to circumstances that the Consultant does not control.

<u>Project Deliverable</u>	<u>Time for Completion</u>
Draft Preliminary Engineering Report	8 weeks from NTP
Survey for Design	10 weeks from NTP
Final Preliminary Engineering Report	3 weeks after draft comments received
Preliminary Water Line Design (50%)	18 weeks after City alignment selection
Final Water Line Design (90%)	6 weeks after 50% comments received
Final Water Line Design	4 weeks after 90% comments received

Fee Summary
State Highway 40 Water Line Extention
City of College Station

Task		Labor Hours	Labor Costs	ODC's and Subs	Subtotal	Graham to Barron	Victoria
Approximately 8,500 LF of 24" Water Line							
1	Project Management	137	\$27,200	\$2,300	\$29,500	\$23,600	\$5,900
2	Preliminary Investigation	108	\$18,000	\$1,400	\$19,400	\$15,500	\$3,900
3	Preliminary Design Report	399	\$62,300	\$4,000	\$66,300	\$53,000	\$13,300
4	Design Survey	55	\$7,400	\$53,700	\$61,100	\$56,000	\$5,100
5	Easement Documents	6	\$1,000	\$15,800	\$16,800	\$11,000	\$5,800
6	Subsurface Utility Engineering	10	\$1,600	\$24,500	\$26,100	\$24,000	\$2,100
7	Geotechnical Investigation	10	\$1,600	\$29,200	\$30,800	\$24,600	\$6,200
8	Preliminary Water Line Design	522	\$78,200	\$31,000	\$109,200	\$87,300	\$21,900
9	Jurisdictional Coordination	66	\$10,200	\$500	\$10,700	\$10,700	\$0
10	Final Water Line Design	525	\$79,300	\$41,700	\$121,000	\$96,800	\$24,200
11	Erosion Control Plan	88	\$12,600	\$900	\$13,500	\$10,800	\$2,700
12	Bidding Phase Services	76	\$12,500	\$4,400	\$16,900	\$13,500	\$3,400
13	Control Staking	10	\$1,400	\$100	\$1,500	\$1,200	\$300
14	Construction Phase Services	219	\$38,600	\$27,000	\$65,600	\$52,400	\$13,200
15	Record Drawings	112	\$14,500	\$1,300	\$15,800	\$12,500	\$3,300
Contract Totals =		2,343	\$366,400	\$237,800	\$604,200	\$492,900	\$111,300

July 22, 2021

Item No. 8.9.

Elder Aid CHDO Contract to acquire 1522 Pine Ridge

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a HOME Investment Partnership Program Community Housing Development Organization funding agreement in the amount of \$229,000 with Elder Aid to provide funds to acquire and rehabilitation a duplex location at 1522 Pine Ridge.

Relationship to Strategic Goals:

Core Services and Infrastructure
Neighborhood Integrity

Recommendation(s): Staff recommends approval of the HOME CHDO funding agreement with Elder Aid in the amount of \$229,000 for the acquisition and rehabilitation of 1522 Pine Ridge.

Summary: Elder Aid works to minimize the stress the elderly encounter as they cope with affordable housing, health and wellness, inadequate funding for basic needs, loneliness, disabilities, and the loss of loved ones. Their mission is to ensure that the elderly in the Brazos Valley remain independent and in the community for as long as possible.

Elder Aid has been a certified Community Housing Development Organization (CHDO) with the City of College Station since 2015. The HOME Investment Partnership Program grant that the City receives from the U. S. Department of Housing and Urban Development requires that 15% of the annual grant allocation be awarded to a non-profit that meets the CHDO requirements. These requirements include the mission to expand affordable housing opportunities, low-income representation on their Board, sound financial management, and experienced staff.

Since becoming a certified CHDO with the City, Elder Aid has received \$1,706,624 to purchase 8 duplexes in College Station that created 16 affordable rental units for low-income elderly households. The funding provided included acquisition and rehabilitation expenses.

This funding agreement will allow Elder Aid to purchase an additional duplex at 1522 Pine Ridge, complete a full rehabilitation, and create 2 additional affordable rental units for low-income elderly households.

Due to the current home sales environment, staff recommends HOME funds in the amount of \$143,500 be moved from Homebuyer Assistance to CHDO as it will be difficult for eligible homebuyers to access the sales market.

The Housing Choice Voucher Program does not anticipate issuing new vouchers for housing assistance for a few months due to the implementation of new software. Therefore, staff recommends moving \$13,406 from TBRA Security Deposit Assistance to CHDO.

These Community Development budget and action plan amendments, along with funding from the proposed FY22 Community Development will provide the full amount needed for acquisition and rehabilitation of 1522 Pine Ridge.

Budget & Financial Summary: Funds included in the FY21 and proposed FY22 Community Development Budget.

Attachments:

1. HOME CHDO Agreement - Elder Aid
2. Location Map - 1522 Pine Ridge

**CITY OF COLLEGE STATION
HOME INVESTMENT PARTNERSHIP FUNDING AGREEMENT**

**ARTICLE I
PARTIES**

1.01 This HOME CHDO Allocation of Funding (***Federal Award Identification CFDA 14-239 and Federal Award Date 10/1/2020 and 10/1/2021***) Agreement (the “Agreement”) is between the **City of College Station** (“City”), a **Texas Home Rule Municipal Corporation**, and **Elder-Aid, Inc.** (“Recipient”), a Texas Non-Profit Corporation (collectively referred to as the “Parties”).

**ARTICLE II
AGREEMENT PERIOD**

2.01 This Agreement will terminate on **August 30, 2022**, unless extended by a written agreement. This Agreement will remain valid throughout the “Period of Affordability” as defined in 22.02.

**ARTICLE III
RECIPIENT PERFORMANCE**

3.01 Recipient may administer at least one Project for acquisition and rehabilitation of suitable property of two units of affordable rental housing (Projects) in the City of College Station in accordance with the HOME INVESTMENT PARTNERSHIPS ACT, 42 U.S.C. § 12701 (THE ACT) and the implementing regulations, 24 C.F.R. PART 92, and the HOME INVESTMENT PARTNERSHIPS PROGRAM RULES.

3.02 Recipient shall perform all activities in accordance with the terms of the Performance Statement, (**“Exhibit A”**); the Budget, (**“Exhibit B”**); the Project Implementation Schedule, (**“Exhibit C”**); the Applicable Laws and Regulations, (**“Exhibit D”**); the Certifications, (**“Exhibit E”**); the Insurance Requirements and Certificates of Insurance **“(Exhibit F)”**, the assurances, covenants, warranties, certifications, and all other statements made by Recipient in its application for the project funded under this Agreement; and with all other terms, provisions, and requirements set forth in this Agreement.

3.03 In the event the affordability requirements of 24 C.F.R. § 92.254 are not satisfied by Recipient hereunder, Recipient shall bear ultimate responsibility for repayment of HOME funds to the City.

3.04 In the event that there is program income, repayments, or recaptured funds, the funds must be used in accordance with the requirements of 24 C.F.R. § 92.503, as outlined in the Performance Statement, **“Exhibit A”**.

ARTICLE IV

PAYMENT AND CITY OBLIGATIONS

4.01 Measure of Liability. In consideration of full and satisfactory performance of the activities referred to in Article V of this Agreement, City may pay for actual and reasonable costs up to the amount of **One Hundred Fifty Six Thousand Nine Hundred Six and 00/100 Dollars (\$156,906.00)** that will be paid from the Fiscal Year 2021 Community Development Budget (HUD Grant Year 2020) and **Seventy Two Thousand and Ninety Four and 00/100 Dollars (\$72,094.00)** that will be paid from the Fiscal Year 2022 Community Development Budget (HUD) Grant Year 2021 for a total of **Two Hundred Twenty Nine Thousand and 00/100 Dollars (\$229,000.00)**. These costs incurred by Recipient during the agreement period for performances rendered under this Agreement by Recipient are subject to the limitations set forth in this Article IV.

- (a) The Parties agree that City's obligations to meet City's liabilities under Article IV of this Agreement are contingent upon the actual receipt of adequate local or federal funds. If adequate funds are not available to make payments under this Agreement, the City shall notify Recipient in writing within a reasonable time after it is determined funds are not available. The City shall then terminate this Agreement and will not be liable for failure to make payments to Recipient under this Agreement.
- (b) City shall not be liable to Recipient for any costs incurred by Recipient, or any portion thereof, which have been paid to Recipient or which are subject to payment to Recipient, or which have been reimbursed to Recipient, or are subject to reimbursement to Recipient, by any source other than City or Recipient.
- (c) City shall not be liable to Recipient for any costs incurred by Recipient which are not eligible project costs, as set forth in 24 C.F.R. § 92.206(A) and Article VI of this Agreement. Funds provided under this Agreement shall not be used nor shall City be liable for payment of costs associated directly or indirectly incurred because of prohibited activities as defined in 24 C.F.R. § 92.214.
- (d) City shall not be liable to Recipient for any costs incurred by Recipient or for any performances rendered by Recipient which are not strictly in accordance with the terms of this Agreement, including the terms of the Exhibits of this Agreement.
- (e) City shall not be liable for costs incurred or performance rendered by Recipient before commencement or after termination of this Agreement.

4.02 Limit of Liability

Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by City under this Agreement shall under no circumstances exceed Two Hundred Twenty-Nine Thousand and 00/100 Dollars (\$229,000.00) from the HUD Grant Years 2020 and 2021 Budget.

Article V

DISBURSEMENT OF FUNDS

5.01 City shall pay costs incurred which it determines are eligible and which are properly submitted under this Agreement in accordance with the requirements of 24 C.F.R. § 92.502. Recipient may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount of money needed to pay eligible costs actually incurred and may not include amounts for prospective or future needs.

5.02 Any and all Program Income as defined by 24 C.F.R. § 84.2 must be disbursed by Recipient prior to requesting a disbursement of funds from the City.

5.03 The Parties agree that City's obligations to make payments under this Agreement are contingent upon Recipient's full and satisfactory performance of its obligations under this Agreement. City reserves the right to recover, recapture or offset funds paid under this Agreement in the event City determines Recipient will be unable to commit or expend funds within the prescribed time, as determined by the City. Recipient agrees to refund to the City all funds that the City in its sole discretion determines to have been used for ineligible or unapproved purposes. Such refunds will be made within thirty (30) days of notification by the City of the ineligible expenditure.

ARTICLE VI UNIFORM ADMINISTRATIVE REQUIREMENTS, COSTS PRINCIPLES AND PROGRAM INCOME FOR GOVERNMENT ENTITIES AND NON-PROFITS

6.01 Recipient shall comply, as related to HOME provisions, with the requirements and standards of revised OMB Circular Title 2, Uniform Administrative Requirements, Cost Principles for Nonprofit Organizations, and Audit Requirements for Federal Awards, which supersedes and combines the requirements of eight existing OMB Circulars (A-21, A-50, A-87, A-89, A-102, A-110, A-122 and A-133).

ARTICLE VII RETENTION AND ACCESSIBILITY OF RECORDS

7.01 Recipient must establish and maintain sufficient records, including those listed under 24 C.F.R. § 92.508. The sufficiency of the records will be determined by City.

7.02 All records pertinent to this Agreement shall be retained by Recipient for five calendar years after the Period of Affordability, specified in Section 22.02, has expired with the following are exceptions:

- (a)** If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been finally resolved, including all legal and administrative appeals.

- (b) Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 C.F.R. § 92.353.

7.03 Recipient shall give HUD, the Comptroller General of the United States, the City of College Station, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Recipient pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Recipient. Recipient agrees to maintain such records in a location accessible to the above-named persons and entities.

7.04 Recipient shall require the substance of this Article VII to be included in all subcontracts for the use of funds under this Agreement.

7.05 Recipient must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the TEXAS PUBLIC INFORMATION ACT.

ARTICLE VIII REPORTING REQUIREMENTS

8.01 Recipient shall submit to City such reports on the operation and performance of this Agreement as may be required by City including, but not limited to the reports specified in this Article VIII.

8.02 Recipient shall provide City with all reports necessary for City's compliance with 24 C.F.R. §§ 92.508, 92.509 and 24 C.F.R. SUBPART K or any other applicable statute, law or regulation. Recipient agrees to furnish the City with information on program participants, including: income verifications, race, ethnicity, age, sex, family status, disability status and head-of-household status.

8.03 Recipient will report any project or program delays or modifications and await City approval before proceeding.

8.04 Recipient will also report any instances of client fraud or program abuse to the City. Recipient agrees to meet with the City to discuss progress or concerns as the need arises and at the City's request.

8.05 Recipient agrees to report on a semi-annual basis to the City on program or project status. This must be a written report of the status on recently completed, ongoing, and pre-approved programs or projects and must include information for the reporting period to include the status on: applicant approvals/denials; projects/programs approved; fund disbursements; project bidding information; property sales; contractor/subcontractors utilization to include: race, sex, ethnicity, addresses, social security numbers and amounts billed and paid; use of program income,

repayments, and recaptured funds; and other information as specified by the City.

8.06 In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the Parties hereto that if Recipient fails to submit to City in a timely and satisfactory manner any report required by this Agreement, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Recipient hereunder. If City withholds such payments, it shall notify Recipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by City until such time as Recipient fully cures or performs any and all delinquent obligations identified as the reason funds are withheld.

ARTICLE IX MONITORING

9.01 The City reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this Agreement. After each monitoring visit, City shall provide Recipient with a written report of the monitor's findings. If the monitoring reports note deficiencies in Recipient's performances under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by Recipient. Failure by Recipient to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Article XVIII and XIX of this Agreement.

ARTICLE X INDEPENDENT CONTRACTOR

10.01 In all activities or services performed hereunder, the Recipient is an independent contractor and not an agent or employee of the City. The Recipient, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. The Recipient shall supply all materials, equipment and labor required for the execution of the work on the Project. The Recipient shall have ultimate control over the execution of the work under this Agreement. The Recipient shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees, volunteers and subcontractors, and the City shall have no control of or supervision over the employees or volunteers of the Recipient or any of the Recipient's subcontractors except to the limited extent provided for in this Agreement.

10.02 The Recipient shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the work and fulfillment of this Agreement. The subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Recipient from its obligations to the City under this Agreement. The Recipient shall appoint and keep on the Project during the progress of the work a competent Project Manager and any necessary assistants, all satisfactory to the City, to act as the Recipient's representative and to supervise its employees and subcontractors. Adequate supervision by competent and reasonable representatives of the Recipient is essential to the proper performance of the work, and lack of such supervision shall be grounds for suspending the operations of the Recipient and is a breach of this Agreement.

10.03 Unless otherwise stipulated, the Recipient shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the work by the Recipient. It shall be the responsibility of the Recipient to furnish a completed work product that meets the requirements of the City.

10.04 Any injury or damage to the Recipient or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Recipient.

10.05 By entering into this Agreement, City and Recipient do not intend to create a joint enterprise.

ARTICLE XI INDEMNIFICATION AND RELEASE

11.01 RECIPIENT SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THIS AGREEMENT. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.

11.02 The indemnifications contained in section 11.01 shall include, but not be limited to the following specific instances:

- (a) In the event the City is damaged due to the act, omission, mistake, fault or default of the Recipient, then the Recipient shall indemnify and hold harmless and defend the City for such damage.**
- (b) The Recipient shall indemnify and hold harmless and defend the City from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.**
- (c) The Recipient shall indemnify and hold harmless and defend the City from any and all injuries to or claims of adjacent property owners caused by the Recipient, its agents, employees, and representatives.**
- (d) The Recipient shall be responsible for any damage to the building caused by the Recipient's personnel or equipment during installation.**

- (e) The Recipient shall be responsible for the removal of all related debris.
- (f) The Recipient shall be responsible for subcontractors hired by it.
- (g) The Recipient shall indemnify, hold harmless, and defend the City from any liability caused by the Recipient's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

11.03 The indemnification obligations of the Recipient under this section shall not extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

11.04 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Section 11.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

11.05 RELEASE. The Recipient assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, 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 (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Recipient's work 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 in the event of injury, death, property damage, or loss suffered by the Recipient, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

11.06 BY ENTERING INTO THIS AGREEMENT THE CITY DOES NOT WAIVE ITS GOVERNMENTAL IMMUNITY OR THE LIMITATIONS AS TO DAMAGES

CONTAINED IN THE TEXAS TORT CLAIMS ACT OR CONSENT TO SUIT.

**ARTICLE XII
INSURANCE**

12.01 INSURANCE The Recipient shall procure and maintain at its sole cost and expense for the duration 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 work hereunder by the Recipient, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth below. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached as **Exhibit F**.

During the term of this Agreement Contractor's (Recipient) insurance policies shall meet the minimum requirements of this section:

12.02 Types. Recipient shall have the following types of insurance:

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

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

- (a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- (b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit F**; 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 named on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- (d) The City will accept only Insurance Carriers licensed and 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.

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

- (a) General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement naming 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 \$1,000,000.00. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City’s review and acceptance
- (e) The coverage shall 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.

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

- (a) Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better rating under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement naming 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.

12.06 Workers’ Compensation/Employer’s Liability Insurance. Workers Compensation/Employer’s Liability insurance shall include the following terms:

- (a) Employer’s Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required.
- (b) “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy.
- (c) TEXAS must appear in Item 3A of the Workers’ Compensation coverage or Item 3C must contain the following: “All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY”.

ARTICLE XIII SUBCONTRACTS

13.01 Except for subcontracts to which the federal labor standards requirements apply, Recipient may not subcontract for performances of any obligation required or described in this Agreement without obtaining City's prior written approval. Recipient shall only subcontract for performance obligations required or described in this Agreement to which the federal labor standards requirements apply after Recipient has submitted a Subcontractor utilization form, as specified by City, for each such proposed subcontract and Recipient has obtained City's prior written approval, based on the information submitted, of Recipient's intent to enter into such proposed subcontract. Recipient, in subcontracting for the performance of any obligation required as described in this Agreement, expressly understands that in entering into such subcontracts, City is in no way liable to Recipient's subcontractor(s).

13.02 In no event shall any provision of this Article XII, specifically the requirement that Recipient obtain City's prior written approval of a subcontractor's eligibility, be construed as relieving Recipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Agreement, as if such performances rendered were rendered by Recipient. City's approval under Article XII does not constitute adoption, ratification, or acceptance of Recipient's or subcontractor's performance hereunder. City maintains the right to insist upon Recipient's full compliance with the terms of this Agreement, and by the act of approval under Article XII, City does not waive any rights or remedies which, may exist or which may subsequently accrue to City under this Agreement.

13.03 Recipient shall comply with all applicable federal, state, and local laws, regulations, and ordinances for making procurement under this Agreement.

13.04 Recipient shall submit a subcontractor utilization report prior to beginning work and prior to hiring any additional subcontractors.

ARTICLE XIV CONFLICT OF INTEREST

14.01 No person who (a) is an employee, agent, consultant, officer or elected or appointed official of City or of any applicant that receives funds and who exercises or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this Agreement or (b) who is in a position to participate in a decision-making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a HOME assisted activity, or have an interest in any Agreement, subcontract or Agreement (or the proceeds thereof) with respect to a HOME assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Recipient shall ensure compliance with applicable provisions under 24 C.F.R. §§ 84.40 - 84.48 and OMB Circular Title 2, Uniform Administrative Requirement, Cost Principles for Nonprofit Organization, and Audit Requirements for Federal Awards, which supersedes and combines the requirements of eight existing OMB Circulars (A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-133).

ARTICLE XV NONDISCRIMINATION AND SECTARIAN ACTIVITY

15.01 Equal Opportunity. Recipient shall ensure that no person shall on the grounds of race, color, religion, sex, handicap, family status, age, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this Agreement. In addition, funds provided under this Agreement must be made available in accordance with the requirements of Section 3 of the HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 USC 1701(u)) that:

- (a) To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds provided under this Agreement be given to low-income persons residing within the general local government area in which the project is located; and
- (b) To the greatest extent feasible, Agreements for work to be performed in connection with any such project be awarded to business concerns, including, but not limited to, individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan area as the project.

15.02 Faith-based activities. Organization that are religious or faith-based are eligible, on the same basis as any other organization, to participate in HOME program in accordance with the requirement of 24 C.F.R. § 92.257.

ARTICLE XVI LEGAL AUTHORITY

16.01 Recipient assures and guarantees that Recipient possesses the legal authority to enter into this Agreement, to receive funds authorized by this Agreement, and to perform the services Recipient has obligated itself to perform hereunder.

16.02 The person or persons signing and executing this Agreement on behalf of Recipient, or representing themselves as signing and executing this Agreement on behalf of Recipient, do hereby warrant and guarantee that he, she or they have been duly authorized by Recipient to execute this Agreement on behalf of Recipient and to validly and legally bind Recipient to all terms, performances, and provisions herein set forth.

16.03 Recipient shall not employ, award Agreement to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by U.S. Department of Housing and Urban Development. In addition, City shall have the right to suspend or terminate this Agreement if Recipient is debarred, suspended, proposed for debarment, or ineligible to participate in the HOME Program.

ARTICLE XVII LITIGATION AND CLAIMS

17.01 Recipient shall give City immediate notice in writing of a) any action, including any proceeding before an administrative agency, brought or filed against Recipient in connection with this Agreement; and b) any claim against Recipient. Except as otherwise directed by City, Recipient shall furnish immediately to City copies of all documents received by Recipient with respect to such action, proceeding, or claim.

ARTILCE XVIII CHANGES AND AMENDMENTS

18.01 Except as specifically provided otherwise in this Agreement, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by both the Parties to this Agreement.

18.02 It is understood and agreed by the Parties hereto that any performance under this Agreement must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to City by Recipient, and the assurances and certifications made to the United States Department of Housing and Urban Development by the City with regard to the operation of the HOME Program.

18.03 Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or 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 regulations. All other amendments to the Agreement must be in writing and signed by both Parties, except as provided in paragraphs 17.02 and 17.03.

ARTICLE XIX SUSPENSION

19.01 In the event Recipient fails to comply with any term of this Agreement, City may, upon written notification to Recipient, suspend this Agreement in whole or in part and withhold further payments to Recipient, and prohibit Recipient from incurring additional obligations of funds under this Agreement.

ARTILCE XX TERMINATION

20.01 The City may terminate this Agreement in whole or in part, in accordance with 24 C.F.R. § 85.43 and this Article or as provided in this Agreement. In the event Recipient materially fails as determined by City, to comply with any term of this Agreement, whether stated in a Federal statute or regulation, an assurance, in a City plan or application, a notice of award, or elsewhere, City may take one or more of the following actions:

- (a)** Temporarily withhold cash payments pending correction of the deficiency or default by the Recipient.

- (b) Disallow all or part of the cost of the activity or action not in compliance; and require immediate repayment of such disallowed costs.
- (c) Withhold further HOME awards from Recipient.
- (d) Exercise other rights and remedies that may be legally available as determined by the City to comply with the terms of this Agreement.
- (e) City may terminate this Agreement for convenience in accordance with 24 C.F.R. §85.44.

ARTICLE XXI AUDIT

21.01 Unless otherwise directed by City, Recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Agreement, subject to the following conditions and limitations:

- (a) Recipient shall have an audit made in accordance with 24 C.F.R. § 92.506, THE SINGLE AUDIT ACT OF 1984, 31 U.S.C. 7501, and OMB Circular Title 2 Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, which supersedes and combines the requirements of eight existing OMB Circulars (A-21, A-50, A-87, A-89, A-102, A-110, A-122 and A-133). Nonprofit agencies that receive at least seven hundred fifty thousand dollars (\$750,000) a year in Federal Awards shall have an audit made in accordance with the requirements set forth in OMB Circular Title 2 Part 200 (Audits of States, Local Governments, and Non-Profit Organizations). In order to meet those requirements any subrecipient receiving over \$750,000 will provide a financial audit within three (3) months of the ending of their fiscal year covered by this Agreement., for any of its fiscal years included within the agreement Period, in which Recipient receives more than \$300,000.00 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of State and local government;
- (b) At the option of Recipient, each audit required by this Article may cover either Recipient's entire operations or each department, agency, or establishment of Recipient which received, expended, or otherwise administered federal funds;
- (c) Notwithstanding paragraphs 4.01(c) and (d), Recipient shall utilize operating expense funds budgeted under this Agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by City under this Agreement, provided however that City shall not make payment for the cost of such audit services until City has received the complete and final audit report from Recipient;

- (d) Unless otherwise specifically authorized by City in writing, Recipient shall submit the complete and final report of such audit to City within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each fiscal period included within the period of this Agreement. Audits performed under Subsection A of this Article XXI are subject to review and resolution by City or its authorized representative.
- (e) As part of its audit, Recipient shall verify expenditures according to the Budget attached as **Exhibit B**.

21.02 Notwithstanding 20.01 City reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Agreement. Recipient agrees to permit City or its authorized representative to audit Recipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

21.03 Recipient understands and agrees that it shall be liable to City for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Agreement. Recipient further understands and agrees that reimbursement to City of such disallowed costs shall be paid by Recipient from funds which were not provided or otherwise made available to Recipient under this Agreement.

21.04 Recipient shall take all necessary actions to facilitate the performance of such audit or audits conducted pursuant to this Article XXI as City may require of Recipient

21.05 All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

ARTICLE XXII ENVIRONMENTAL CLEARANCE REQUIREMENTS

22.01 Recipient understands and agrees that by the execution of this Agreement, City shall assume the responsibilities for environmental review, decision making, and other action which would otherwise apply to City in accordance with and to the extent specified in 24 C.F.R., PARTS 50 AND 58. In accordance with 24 C.F.R. § 58.77(b), Recipient further understands and agrees that City shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

22.02 Funds provided under this Agreement may not be obligated and expended before the actions specified in this Article occur. Any Real Estate Purchase Option Agreement must include the following language: "This option is contingent upon satisfactory completion of an environmental review under 24 C.F.R. Part 58. The parties agree that the provision of any funds to the project is conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review."

22.03 City shall prepare and maintain a written Environmental Review Record for this project in

accordance with 24 C.F.R. PART 58 to ensure compliance with the NATIONAL ENVIRONMENTAL POLICY ACT (NEPA). Recipient must also maintain a copy of the Environmental Review Record in Recipient's project file. City must comply with all other applicable environmental requirements as specified in **Exhibit D** of this Agreement. City shall document its compliance with such other requirements in its environmental review file.

ARTICLE XXIII SPECIAL CONDITIONS

23.01 Certification. City shall not release any funds for any costs incurred by Recipient under this Agreement until City has received certification from Recipient that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for funds provided under this Agreement. City shall specify the content and form of such certification.

23.02 Affordability. Funds provided under this Agreement must meet the affordability requirement of 24 C.F.R. § 92.254 and the HOME rules as applicable. The period of affordability is based upon the total amount of HOME funds subject to recapture described in 24 C.F.R. § 92.254 (a) (5) (ii) (A) (5).

Home Funds Subject to Recapture	Affordability Period
< \$15,000	5 years
\$15,000 - \$40,000	10 years
> \$40,000	15 years

23.03 Recapture. The HOME investment that is subject to recapture is based on the amount of HOME assistance. This includes any HOME assistance that reduced the purchase price from fair market value to an affordable price. The cost of construction is not considered in this calculation. Recipient agrees that Recipient's recaptured funds, including all interest and any other return on the investment of HOME funds, will be made to City pro-rata. The formula for Recipient's recaptured funds is the funds received which are subject to recapture divided by the number of months in the period of affordability multiplied by the number of months that a home is not operated in accordance with the affordability requirement.

23.04 Property Standards. Recipient shall ensure that all housing assisted with funds provided under this Agreement shall meet the requirements of 24 C.F.R. § 92.251 for the duration of this Agreement.

23.05 Affirmative Marketing. Should funds from this Agreement be used in the creating of five (5) or more affordable rental units, Recipient shall adopt Affirmative Marketing procedures and requirements. The Affirmative Marketing procedures and requirements shall include, but need not be limited to, those specified in 24 C.F.R. § 92.351. City will assess the efforts of the Recipient during the marketing of the units by use of compliance certification. Where a Recipient fails to follow the Affirmative Marketing procedures and requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the City may deem necessary. Recipient must provide City with an annual assessment of the

Affirmative Marketing program of the development, if an Affirmative Marketing program is required under this section. The assessment must include:

- (a) Method used to inform the public and potential residents about Federal Fair Housing laws and Affirmative Marketing policy. Recipient's advertising of housing must include the Equal Housing Opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or signage. Recipient may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.
- (b) Records describing actions taken by the Recipient to affirmatively market housing and records to assess the results of these actions. Recipient must maintain a file containing all marketing efforts (i.e. copies of newspapers ad, memos of phone calls, copies of letters) to be available for inspection at least annually by City.
- (c) Recipient shall solicit applications for housing from persons in the housing market who are least likely to apply for housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the housing is located shall be considered those least likely to apply.
- (d) Recipient shall maintain a listing of all residents residing in each home through the end of the compliance period.
- (e) The Recipient will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in the preceding paragraph.

23.06 Enforcement of Affordability. Recipient and City shall provide legally enforceable agreements consisting of a Land Use Restriction Agreement, containing remedies adequate to enforce the affordability requirements of 24 C.F.R. § 92.254, as applicable, for each activity assisted under this Agreement, to be recorded in the real property records of Brazos County. Funds recaptured because housing no longer meets the affordability requirements under 24 C.F.R. § 92.254(a)(5) are subject to the requirements of 24 C.F.R. § 92.503. Recipient must provide along with the other legal instruments an Agreement of Affordability.

23.07 Reversion of Assets. Upon termination of this Agreement, all funds remaining on hand on the date of termination and all accounts receivable attributable to the use of funds received under this Agreement shall revert to City. Recipient shall return these assets to City within seven (7) days after the date of termination.

23.08 Flood Hazards. Funds provided under this Agreement may not be used in connection with acquisition, rehabilitation, or construction of a development located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards.

23.09 Fair Housing. Recipient participating in the HOME program shall use affirmative fair housing marketing practices in determining eligibility and concluding all transactions. These requirements apply to all projects of five (5) or more units. Each participating entity must affirmatively further fair housing in accordance with 24 C.F.R. § Part 100.

23.10 Displacement, Relocation, and Acquisition. Recipient must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this Agreement. Recipient must comply with the applicable provisions of 24 C.F.R. 92.353, 49 C.F.R. Part 24, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655).

23.11 Property Standards. Recipient shall ensure that all housing assisted with funds provided under this Agreement (1) shall meet the lead-based paint requirements in 24 C.F.R. § 92.355 upon project completion and (2) shall meet the requirements of 24 C.F.R. § 92.355 for the duration of this Agreement.

23.12 All documents necessary for the encumbrance of real property, pursuant to the agreement, must be approved, prior to execution, by the City. (i.e. deeds, notes, Deed of Trust, etc.)

23.13 Funding under this Agreement is contingent upon Recipient meeting all terms, conditions of this Agreement.

23.14 This Agreement and the performance hereunder may not be assigned without the express written consent of City.

23.15 This Agreement is binding on Recipient's assigns and successors-in-interest.

ARTICLE XXIV ORAL AND WRITTEN AGREEMENTS

24.01 All oral and written agreements between the Parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

24.02 The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by Recipient in accordance with Article III of this Agreement.

**ARTICLE XXV
VENUE**

25.01 For purposes of litigation pursuant to this Agreement, venue shall lie in Brazos County, Texas

**ARTICLE XXVI
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

26.01 Recipient shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of Recipient under this Agreement. Upon request by City, Recipient shall furnish satisfactory proof of its compliance herein.

26.02 Verification No Boycott Israel. To the extent this Agreement is considered an Agreement for goods or services subject to § 2270.002 Texas Government Code, Recipient verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement.

List of Exhibits

- A.** Performance Statement
- B.** Budget
- C.** Project Implementation Schedule
- D.** Applicable Laws and Regulations
- E.** Certifications
- F.** Insurance Certificates

CITY OF COLLEGE STATION

By:_____

Printed Name:_____

Title:_____

Date:_____

By:_____

City Manager

Date:_____

APPROVED:

City Attorney

Date:_____

Assistant City Manager/CFO

Date:_____

EXHIBIT A PERFORMANCE STATEMENT

1. Recipient is awarded up to \$229,000.00 from the City of College Station FY 2021/2022 (HUD Grant Year 2020/2021) HOME Investment Partnerships Program. These funds must be used for the **acquisition and rehabilitation of two units of affordable rental housing. Units must be rented to low- and moderate-income families according to HOME regulations.**
2. **Elder Aid, Inc. is proposing to purchase approximately 2 housing units for the purpose of providing affordable rental units for income eligible and elderly tenants. Elder-Aid intends to target all applicants at or below 60% of the area median income (AMI) and those applicants that are elderly.**
3. **Elder-Aid will also provide numerous in-house referrals for case management, utility assistance, medical referrals, and other assistance deemed necessary.**

It is Elder-Aid's intent to purchase the following properties for the Affordable Rental Program. These properties will be located in College Station and available for rent soon after purchase. Elder-Aid will focus more on 2- bedroom units due to the demand by elderly.

Properties for proposed purchase are as follows:

Duplexes located at: 1522 Pine Ridge, College Station.

These Properties will be made available for lease to income-eligible households at or below 60% of the Area Median Income.

4. A detailed Project Budget and cost breakdown shall be submitted by the Recipient to the City for review of each project for a cost or price analysis prior to the start of the project.
5. A final budget shall be submitted with HOME close-out information at the end of each project showing total costs and funding sources.
6. All work must be in compliance with current City of College Station Building Codes. Recipient shall dedicate all easements required by City including blanket easements which shall be substituted with as-built easements for all City utilities. All Projects must be substantially completed within two (2) years of the date of this Agreement.
7. All required permits must be obtained prior to any work commencing. All required inspections must be performed by the City of College Station Building Inspectors.
8. Recipient must provide written notification of all subcontractors to City.
9. Upon completion of such construction Recipient must submit a copy of all receipts paid. At that point, the City will have 30 days to make payment on said receipts, not to exceed maximums established in

Exhibit B, Budgets.

- 10.** Within six (6) months from issuance of the Certificate of Occupancy, said HOME unit must be occupied by an eligible resident. Recipient is not prohibited from conducting a background check on credit history or criminal history.
- 11.** Any program income, recaptured funds, or repayment of any funds must be immediately returned to the City of College Station. In the event that there is program income, repayments, and/or recaptured funds, the funds must be used in accordance with the requirements of 24 C.F.R. § 92.503. Recaptured funds will be subject to 24 C.F.R. § 92.254 (a)(5)(ii)(A)(2) reduced during affordability period, prorated monthly.

EXHIBIT B BUDGET

SOURCES OF FUNDS:

Maximum Proceeds of grant under the agreement	\$229,000.00
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USES OF FUNDS:

Acquisition*	\$155,000.00
Construction/Rehabilitation Costs	\$ 46,000.00
Other Soft Costs	\$ 4,000.00
Financing Costs	\$ 4,000.00
Developer Fees/Relocation Cost	\$ 20,000.00

*At least 2 units at 1522 Pine Ridge

EXHIBIT C
PROJECT IMPLEMENTATION SCHEDULE

AGREEMENT START DATE: July 23, 2021

AGREEMENT END DATE: August 30, 2022

Construction Phase – Construction for this project is scheduled to begin within one year of property acquisition with completion and certificate of occupancy date for all projects no later than August 30, 2022. The issuance of a building permit will constitute start of construction.

EXHIBIT D

THE APPLICABLE LAWS AND REGULATIONS

Recipient shall comply with all federal, state, and local laws and regulations applicable to the activities and performances rendered by Recipient under this Agreement including but not limited to the laws, and the regulations specified in Section I through VI of this Exhibit D.

I. CIVIL RIGHTS

- THE FAIR HOUSING ACT (42 U.S.C. 3601-20) AND IMPLEMENTING REGULATIONS AT 24 C.F.R. PART 100; EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259 (3 C.F.R., 1958-1963 COMP., P. 652 AND 3 C.F.R., 1980 COMP., P. 307) (EQUAL OPPORTUNITY IN HOUSING) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 107; AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000D) (NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS) AND IMPLEMENTING REGULATIONS ISSUED AT 24 C.F.R., PART 1;
- EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259, AND 24 C.F.R. PART 107, "NONDISCRIMINATION AND EQUAL OPPORTUNITY IN HOUSING UNDER EXECUTIVE ORDER 11063". THE FAILURE OR REFUSAL OF RECIPIENT TO COMPLY WITH THE REQUIREMENTS OF EXECUTIVE ORDER 11063 OR 24 C.F.R., PART 107 SHALL BE A PROPER BASIS FOR THE IMPOSITION OF SANCTIONS SPECIFIED IN 24 C.F.R. 107.60;
- THE PROHIBITION AGAINST DISCRIMINATION ON THE BASIS OF AGE UNDER THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C. 6101-07) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 146, AND THE PROHIBITIONS AGAINST DISCRIMINATION AGAINST HANDICAPPED INDIVIDUALS UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. 794) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 8;
- THE REQUIREMENTS OF EXECUTIVE ORDER 11246 (3 C.F.R. 1964-65, COMP., P. 339) (EQUAL EMPLOYMENT OPPORTUNITY) AND THE IMPLEMENTING REGULATIONS ISSUED AT 41 C.F.R., CHAPTER 60.
- THE REQUIREMENTS OF 24 C.F.R. 92.351 (MINORITY OUTREACH), EXECUTIVE ORDERS 11625 AND 12432 (CONCERNING MINORITY BUSINESS ENTERPRISE), AND 12138 (CONCERNING WOMEN'S BUSINESS ENTERPRISE). CONSISTENT WITH HUD'S RESPONSIBILITIES UNDER THESE ORDERS, RECIPIENT MUST MAKE EFFORTS TO ENCOURAGE THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES IN CONNECTION WITH HOME FUNDED ACTIVITIES. RECIPIENT MUST PRESCRIBE PROCEDURES ACCEPTABLE TO THE CITY TO ESTABLISH ACTIVITIES TO ENSURE THE INCLUSION, TO THE MAXIMUM EXTENT POSSIBLE, OF MINORITIES AND WOMEN, AND ENTITIES OWNED BY MINORITIES AND WOMEN. THE AGREEMENTOR / SUBCONTRACTOR WILL BE REQUIRED TO IDENTIFY AGREEMENTS WHICH HAVE BEEN BID BY MINORITY OWNED, WOMEN OWNED, AND/OR SMALL DISADVANTAGED BUSINESSES.
- THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C., SECTION 6101 ET SEQ.);
- SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C., SECTION 794) AND "NONDISCRIMINATION BASED ON HANDICAP IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT", 24 C.F.R., PART 8. BY SIGNING THIS

AGREEMENT, RECIPIENT UNDERSTANDS AND AGREES THAT THE ACTIVITIES FUNDED HEREIN SHALL BE OPERATED IN ACCORDANCE WITH 24 C.F.R., PART 8; AND THE ARCHITECTURAL BARRIERS ACT OF 1968 (42 U.S.C., SECTION 4151 ET. SEQ.) INCLUDING THE USE OF A TELECOMMUNICATIONS DEVICE FOR DEAF PERSONS (TDDs) OR EQUALLY EFFECTIVE COMMUNICATION SYSTEM.

II. LEAD-BASED PAINT

- TITLE IV OF THE LEAD-BASED PAINT POISONING PREVENTION ACT (42 U.S.C. SEC. 4831).

III. ENVIRONMENTAL STANDARDS

- NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (42 U.S.C. SEC. 4321 ET. SEQ.) AND 40 C.F.R. PARTS 1500-1508;
- THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (16 U.S.C. SEC. 470 ET. SEQ.) AS AMENDED; PARTICULARLY SECTION 106 (16 U.S.C. SEC. 470F);
- EXECUTIVE ORDER 11593, PROTECTION AND ENHANCEMENT OF THE CULTURAL ENVIRONMENT, MAY 13, 1971 (36 FED. REG. 8921), PARTICULARLY SECTION 2(C);
- THE RESERVOIR SALVAGE ACT OF 1960 (16 U.S.C. SEC. 469 ET SEQ.). PARTICULARLY SECTION 3 (16 U.S.C. SEC. 469A-1), AS AMENDED BY THE ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974; FLOOD DISASTER PROTECTION ACT OF 1973, (42 U.S.C. SEC. 4001 ET. SEQ.) AS AMENDED, PARTICULARLY SECTIONS 102(A) AND 202(A) (42 U.S.C. SEC. 4012A (A) AND SEC. 4106(A);
- EXECUTIVE ORDER 11988, FLOODPLAIN MANAGEMENT, MAY 24, 1977 (42 FED. REG. 26951), PARTICULARLY SECTION 2(A).
- EXECUTIVE ORDER 11990 PROTECTION OF WETLANDS, MAY 24, 1977 (42 FED. REG. 26961), PARTICULARLY SECTIONS 2 AND 5.
- THE SAFE DRINKING WATER ACT OF 1974, (42 U.S.C. SEC. 201, 300(F) ET SEQ.) AND (21 U.S.C. SEC. 349) AS AMENDED, PARTICULARLY SECTION 1424(E) (42 U.S.C. SEC. 300H-303(E);
- THE ENDANGERED SPECIES ACT OF 1973, (16 U.S.C. SEC. 1531 ET. SQ.) AS AMENDED, PARTICULARLY SECTION 7 (16 U.S.C. SEC. 1536);
- THE WILD AND SCENIC RIVERS ACT OF 1968, (16 U.S.C. SEC. 1271 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 7(B) AND (C)(16 U.S.C. SEC. 1278(B) AND (C);
- THE CLEAN AIR ACT (41 U.S.C. SEC. 7401 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 176(C) AND (D) (42 U.S.C. SEC. 7506(C) AND (D);
- FARMLANDS PROTECTION AND POLICY ACT OF 1981, (7 U.S.C. SEC. 4201 ET SEQ.)
- 24 C.F.R. PART 51, ENVIRONMENTAL CRITERIA AND STANDARDS.

IV. ACQUISITION/RELOCATION

- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (42 U.S.C., SEC. 4601 ET. SEQ.), 49 C.F.R. PART 24, AND 24 C.F.R. SECTION 570.496A (55 FED. REG. 29309 (JULY 18, 1990))

V. LABOR REQUIREMENTS

- AGREEMENT WORK HOURS AND SAFETY STANDARDS ACT, AS AMENDED (40 USC 327-333)
- COPELAND (ANTI-KICKBACK) ACT (40 USC 276C)
- FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED (29 USC 201, ET. SEQ.)

EXHIBIT E
CERTIFICATION REGARDING LOBBYING FOR
AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or modification of any federal agreement, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and agreements under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C.A. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT F
CERTIFICATES OF INSURANCE

1522 PINERIDGE

BRIGHT

BARTHELOW

PINE RIDGE

BRENTWOOD

HOLIK

ALPINE

OAKDALE

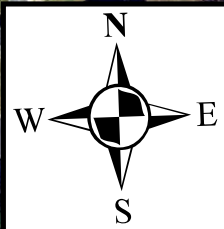
ANDERSON

LEMON TREE

CEDAR RUN

MOSSGLENN

ARCTIC



2000 20 40 60 80 100 120 140 Feet

July 22, 2021

Item No. 8.10.

**ILA with Brazos County for Election Services
(Acuerdo Interlocal con el Condado de Brazos para los Servicios de Elecciones)**

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General and Special Election a that will be held on Tuesday, November 2, 2021. (Presentación, discusión, y posible acción 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 2 de noviembre de 2021.)

Relationship to Strategic Goals:

- Good Governance (buen gobierno)

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 2, 2021 for the purpose of electing a City Council Member Place 4, a City Council Member Place 6, and submitting proposed amendments to the City Charter. (Se celebrarán Elecciones Generales y Especiales el 2 de noviembre de 2021 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 propuestas de enmienda a los Estatutos de la Ciudad.)

Budget & Financial Summary: (Presupuesto y Resumen Financiero): The Election Administrator provided a conservative estimate of \$90,000 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 \$90,000 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:

1. ILA Election Agr 2021 signed
2. ILA Election Agr 2021 Spanish signed

INTERLOCAL GOVERNMENT AGREEMENT

Joint Election

This agreement is made this 22nd day of July, 2021, 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 2, 2021; and

WHEREAS, the City of College Station will call for the general and special municipal elections to be held within the city limits of College Station, Texas, on November 2, 2021; and

WHEREAS, Brazos County, the City of College Station, and others 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;

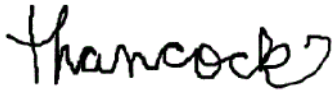
NOW, THEREFORE, IT IS AGREED that a joint election will be held by the County and the City under the following terms and conditions, and the parties hereto agree with said conditions:

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 four entities for the elections to be held on November 2, 2021. 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 2, 2021, 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-fourth (1/4) the cost for payment of the early voting election workers.
 - 2. One-fourth (1/4) the cost paid to an independent, qualified contractor for election services and supplies.
 - 3. Each entity shall fund one-fourth (1/4) the expenses of the election day polling places at vote centers as approved by the Secretary of State's Office.
 - 4. One-fourth (1/4) 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-fourth (1/4) 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 four governmental entities that hold elections on the uniform election date (Brazos County, City of College Station, Bryan ISD, 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 22nd day of July, 2021.

BRAZOS COUNTY

 _____
Administrator

CITY OF COLLEGE STATION

Mayor

 _____

Attest:

City Secretary

ACUERDO DE GOBIERNO INTERLOCAL

Elecciones Conjuntas

El presente acuerdo se realiza el vigésimo segundo (22) día de julio de 2021, por y entre el Condado de Brazos (“el Condado”) y la Ciudad de College Station (“la Ciudad”).

CONSIDERANDO que el Condado de Brazos convocará elecciones generales y especiales de el martes 2 de noviembre de 2021; y

CONSIDERANDO que la Ciudad de College Station convocará elecciones municipales generales y especiales que se celebrarán dentro de los límites de la ciudad de College Station, Texas, el 2 de noviembre de 2021; y

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

CONSIDERANDO que las partes de este acuerdo desean que se celebren elecciones conjuntas que sean costo-efectivas y convenientes para los votantes de estas entidades;

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

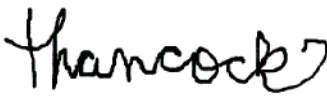
1. Que habrá una boleta que contenga todas las nominaciones apropiadas y las propuestas disponibles para los votantes calificados de las dos entidades.
2. Que habrá un juego de equipo de votaciones para ser utilizado en los sitios de votaciones comunes.
3. Que los formularios utilizados y los registros se mantengan de manera conveniente y adecuada para anotar y reportar los resultados de las elecciones para el Condado y para la Ciudad.
4. Que la tabulación conjunta de los resultados del distrito electoral se hará de manera que facilite el escrutinio independiente de los votos emitidos para las dos 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, como el Oficial Encargado de las Elecciones y el Oficial de las Elecciones Tempranas para las cuatro entidades, para las elecciones a celebrarse el 2 de noviembre de 2021. 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 para las 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 Administrador de Elecciones del Condado de Brazos será el responsable de dirigir las votaciones tempranas en persona y por correo, en donde la Secretaria de la Ciudad servirá como Funcionaria de Votaciones Tempranas Conjuntas.
7. La cantidad que la Ciudad le deberá pagar al Condado por servicios ofrecidos por el Condado en las elecciones del 2 de noviembre de 2021 se menciona a continuación:
- A. El Condado de Brazos primero pondrá todos los fondos para cubrir los gastos 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 detallan a continuación: Secre
 - 1. Un cuarto (1/4) del costo del pago a los empleados de las elecciones tempranas.
 - 2. Un cuarto (1/4) del costo pagado al contratista independiente y calificado por materiales y servicios prestados para las elecciones.
 - 3. Cada entidad proporcionará un cuarto (1/4) de los fondos para los gastos de los centros de votaciones el día de las elecciones, aprobado previamente por la Oficina de la Secretaría de Estado.
 - 4. Un cuarto (1/4) del costo de publicación de todas las notificaciones conjuntas necesarias.
 - 5. El costo de alquiler de dos (2) equipos para votaciones DRE utilizados en los distritos electorales en donde la Ciudad tiene secciones que aparecen en la boleta para ese distrito.
 - 6. Un cuarto (1/4) 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% de los gastos pertenecientes a la porción de la Ciudad, como lo permite el Código de Elecciones de Texas.
8. Si alguna de las cuatro entidades gubernamentales que celebra elecciones en la fecha de elecciones uniforme (Condado de Brazos, Ciudad de Bryan, Ciudad de College Station, Distrito Escolar Independiente de Bryan, Distrito Escolar Independiente de College Station, ESD#1 o ESD#2) cancela todas o partes de sus elecciones, entonces la distribución de los gastos mencionados anteriormente se prorrateará 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 individuos que suscriben a continuación son representantes debidamente autorizados de los consejos administrativos correspondientes, y que sus firmas representan la adopción y aceptación de los términos y condiciones de este acuerdo.

APROBADO Y ACORDADO este vigésimo segundo (22) día del mes de julio de 2021.

CONDADO DE BRAZOS



le las Elecciones

CIUDAD DE COLLEGE STATION

Alcalde  _____

Doy fe:

Secretaria de la Ciudad

July 22, 2021
Item No. 8.11.
Annual Water Meter Contract

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approving annual water meter purchases from Badger Meter, Inc. Based on the current unit pricing, the estimated annual expenditure for water meters is \$125,000.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends approval to purchase water meters from Badger Meter, Inc.

Summary: Water meters will be purchased, stocked in the Water/Wastewater inventory, and expensed as necessary as needed.

Badger Meter, Inc. is the sole manufacturer of Badger Meters. This is a sole source purchase and is exempt from competitive bidding as more fully described in Texas Local Government Code, Chapter 252.022,(7)(0). See the attached sole source justification documentation for additional information.

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

Attachments:

1. Sole Source Letter
2. Badger Meter Quote 8.1.2021 to 7.31.2022



4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

June 8, 2020

Ms. Brandi Whittenton, Buyer
City of College Station
PO BOX 9960
College, Station TX 77845

RE: Sole Source Letter

Dear Ms. Whittenton:

This correspondence confirms that Badger Meter is the sole authorized manufacturer of Badger Meter products.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 ext. 17290 or via email at bids@badgermeter.com.

Sincerely,

BADGER METER, INC.

A handwritten signature in blue ink, appearing to read 'Chris D. Washington'.

Christopher D. Washington
Assistant Secretary

4545 W Brown Deer Road Milwaukee WI 53223
PO Box 245036 Milwaukee WI 53224-9536
Phone: 800-876-3837 Fax: 888-371-5982

Created Date 06-03-2021

Customer ID 00002115

To

CITY OF COLLEGE STATION
P O BOX 9960
COLLEGE STATION
Texas 778420960

Effective Dates 08-01-2021 - 07-31-2022

Salesperson	Proposal Subject	Shipping Terms / INCO Terms	Payment Terms
005773	Proposal_3251927_06-07-2021	FCA FACTORY	**

Line #	Description	Qty	Unit Net Price USD
1	BMI Part No.: 102-3162 Cat String: DS-BAB-PB1P-XXD3-Y2-L1XX-2B1X1-L1E-NN-XX-XX-XX-B0A Description: Disc, M25 5/8"(3/4x7-1/2), Brz Btm 430SS-1, PL, SN Yr 9D & PBB, Local, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, Gal, SN YR 9D in & out, BMI STD,	1000	57.00
2	BMI Part No.: 102-4809 Cat String: DS-KCC-PB2P-XXD3-Y2-L1XX-2B1X1-L1E-NN-XX-XX-XX-B0A Description: Disc, 70 1"(10-3/4), Brz Btm 430SS-all, PL, SN Yr 9D & PBB, Local, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, Gal, SN YR 9D in & out, BMI STD,	50	142.00

Notes and Assumptions

If applicable, sales tax and freight, if included on the proposal, is an estimate and will be recalculated based on rates and tax status in effect at the time of invoicing.

Actual lead time to be provided at time of order.

To aid in processing your order, please include the Quote number on the PO that is submitted for this proposal.

Badger Meter provides certification files to help manage meter and endpoint inventory and to maintain meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis.

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided, they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

If you would like to place an order, please contact us at Utilityorders2@badgermeter.com or by calling 1-800-876-3837.



4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

June 8, 2020

Ms. Brandi Whittenton, Buyer
City of College Station
PO BOX 9960
College, Station TX 77845

RE: Sole Source Letter

Dear Ms. Whittenton:

This correspondence confirms that Badger Meter is the sole authorized manufacturer of Badger Meter products.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 ext. 17290 or via email at bids@badgermeter.com.

Sincerely,

BADGER METER, INC.

A handwritten signature in blue ink, appearing to read 'Chris D. Washington'.

Christopher D. Washington
Assistant Secretary

July 22, 2021

Item No. 8.12.

Justice Assistance Grant (JAG) Program Interlocal Agreement

Sponsor: Rodney Sigler

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of an Interlocal Agreement between Brazos County, the City of Bryan, and the city of College Station for the 2021 Byrne Justice Assistance Grant (JAG) Program in which the City of College Station has been allocated \$15,685.90 for the purpose of supporting law enforcement programs.

Relationship to Strategic Goals:

Financial Sustainability

Recommendation(s): Staff recommends council approve this item to receive the grant.

Summary: Each year the Byrne Justice Assistance Grant Program allocates funding to eligible law enforcement jurisdictions. The City of College Station, the City of Bryan, and Brazos County are all eligible to receive funding from the JAG Program. Funding is provided to one of the three agencies as the grantee and while the other two agencies are considered sub-grantees. This year the City of Bryan is the grantee while the City of College Station and Brazos County are the sub-grantees. The City of College Station has been allocated funding in the amount of \$15,685.90 which can be used for a wide range of law enforcement programs.

Budget & Financial Summary: The City of College Station has been allocated \$15,685.90 in the Byrne Justice Assistance Grant (JAG) Program to be used for law enforcement programs.

Attachments:

1. 2021 JAG Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN BRAZOS COUNTY, THE CITY OF COLLEGE
STATION, AND THE CITY OF BRYAN FOR THE 2021 BYRNE JUSTICE ASSISTANCE
GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into by and between Brazos County, Texas (hereinafter referred to as the “County”), acting through its Commissioners’ Court, the City of College Station (hereinafter referred to as “College Station”), a Texas Home Rule Municipal Corporation, acting through its City Council; and the City of Bryan, Texas (hereinafter referred to as “Bryan”), a Texas Home Rule Municipal Corporation, acting through its City Council.

WHEREAS, the County, College Station, and Bryan wish to submit a joint application for grant funds under the U.S. Department of Justice’s 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS, as a condition precedent to receiving a JAG award, the County, College Station, and Bryan are required to enter into an inter-local agreement designating one joint applicant to serve as the applicant/fiscal agent for the joint funds; and

WHEREAS, Bryan will serve as the applicant/fiscal agent; and

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 parties represent that each is independently authorized to perform the functions or services contemplated by this Agreement; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, Bryan agrees to provide the County \$6,902.85 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

WHEREAS, Bryan agrees to provide College Station \$15,685.90 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

WHEREAS, Bryan shall use their \$23,430.25 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

WHEREAS, Bryan, College Station and the County believe it to be in their best interest to reallocate the JAG funds as described above,

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

1. Bryan agrees to pay the County a total of \$6,902.85 of JAG funds.
2. The County agrees to use the \$6,902.85 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
3. Bryan agrees to pay College Station a total of \$15,685.90 of JAG funds.
4. College Station agrees to use \$15,685.90 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
5. Bryan agrees to retain a total of \$23,430.25 of the JAG funds.
6. Bryan agrees to use \$23,430.25 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
7. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.
8. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.
9. No party shall have the right to direct or control the conduct of the other parties with respect to the duties and obligations of each party under the terms of this Agreement.
10. Each entity shall ensure that all applicable laws and ordinances have been satisfied.
11. **Effective Date and Term.** This Agreement shall be effective when signed by the last party who's signing makes the Agreement fully executed and will remain in full force and effect until September 30, 2023.
12. **Indemnification** Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each party to this Agreement agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused, or asserted to be caused, directly or indirectly by any other party to this Agreement, or any of its officers, agents or employees as a result of its performance under this Agreement.
13. **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.

14. **Invalidity:** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
15. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the business address as listed herein.

CITY OF BRYAN:

City Manager
City of Bryan
300 South Texas Ave.
Bryan, Texas 77803

CITY OF COLLEGE STATION:

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

BRAZOS COUNTY:

County Judge
Brazos County
200 South Texas Ave., Ste. 332
Bryan, Texas 77803

16. **Entire Agreement.** 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. Nor oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
17. **Amendment.** 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 both parties.
18. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
19. **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
20. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.
21. **Waiver.** 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 anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse any other different or subsequent breach.
22. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

- 23. Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.
- 24. Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED this the _____ day of _____, 2021 by **CITY OF BRYAN**.

CITY OF BRYAN

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

EXECUTED this the _____ day of _____, 2021 by **CITY OF COLLEGE STATION**.

CITY OF COLLEGE STATION

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Manager

City Attorney

Assistant City Attorney/CFO

EXECUTED this the _____ day of _____, 2021 by **BRAZOS COUNTY**.

COUNTY OF BRAZOS

By: _____
County Judge

ATTEST:

APPROVED AS TO FORM:

County Clerk

Counsel for Brazos County

July 22, 2021
Item No. 8.13.
Police Department Grant resolutions.

Sponsor: Rodney Sigler

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on resolutions authorizing the Chief of Police as the authorized official to execute documents necessary for the release of grant funds from the Office of the Governor Homeland Security Division for SWAT team night vision equipment.

Relationship to Strategic Goals:

Good governance

Financial sustainability

Recommendation(s): Staff recommends approval.

Summary: This grant will provide 100% funding for the purchase of one set of night vision for the police SWAT team. This gives the SWAT team a new enhanced capability of quality night vision in low light situations.

Budget & Financial Summary: The cost of one night vision unit is \$12,320.75. Accessories included in the grant are 1 counterweight at a cost of \$69 and 11 multi function markers at a cost of \$2,035. Shipping is \$35 for a total cost of \$14,459.75.

Attachments:

1. Grant 4283801 SWAT night vision resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION AUTHORIZING THE CHIEF OF POLICE OR DESIGNEE TO EXECUTE APPLICATION NECESSARY DOCUMENTS TO SUBMIT THE OFFICE OF THE GOVERNOR HOMELAND SECURITY GRANTS DIVISION FOR GRANT FUNDS FOR THE PURCHASE OF SWAT NIGHT VISION ON BEHALF OF THE CITY AND TO ACT ON ITS BEHALF WITH RESPECT TO GRANT ADMINISTRATION.

WHEREAS, the City Council of College Station finds it in the best interest of the citizens of College Station that the College Station Police Department operate a SWAT team for 2021; and

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

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

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

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

PART 1: That the City Council hereby authorizes the Chief of Police as the authorized official to execute documents necessary for the submission of the SWAT night vision application, with Application Number **4283801**, for Homeland Security Grant Division-LEPTA funds to the Office of the Governor on behalf of the City of College Station and to act on its behalf with respect to grant administration.

PART 2: That the Chief of Police as the authorized official is given the power to apply for, accept, reject, alter or terminate the SWAT night vision grant application on behalf of the City of College Station.

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

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

ADOPTED this ____ day of _____, 2021.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

July 22, 2021

Item No. 8.14.

Amendment to the Interlocal Agreement with the City of Bryan for the Management of the Larry J. Ringer Library, related to Information Technology Services.

Sponsor: Sam Rivera

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an amendment to the Interlocal Agreement with the City of Bryan for the Management of the Larry J. Ringer Library, related to Information Technology Services.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure

Recommendation(s): Staff recommends approval. The Bryan City Council considered this amendment at their July 13, 2021 meeting.

Summary: The current Interlocal Agreement (ILA) between the cities of College Station and Bryan was approved on July 23, 2020 and authorizes the City of Bryan to manage and operate College Station's Larry J. Ringer Library as a part of the combined Bryan + College Station Public Library System.

The amended ILA includes changes related to management of Information Technology, authorizing the City of Bryan to manage and operate the IT infrastructure at Larry J. Ringer Library. This amendment allows IT infrastructure and support to be consistent throughout the Library System.

The term dates of the agreement remain unchanged, expiring on October 1, 2022.

Budget & Financial Summary:

Attachments:

1. 2021 Amended ILA BCS Library System
2. 2021 Amended redline version ILA BCS Library System

**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 2021.

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, in 2021, the Parties agreed to transfer responsibility for management of the information and technology required for library services from COLLEGE STATION to BRYAN and this Agreement is amended to effect that; and

WHEREAS, BRYAN shall manage information and Technology resources at the Larry J. Ringer Library to extend, expand, and enhance library services while reducing barriers and ensuring that all users have equitable access to information while also providing training to staff regarding network security, protection of privacy, and best practices for equipment and system management; 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 26,355 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. COLLEGE STATION shall maintain a network connection to Larry J. Ringer Library to monitor the HVAC system.
- 1.04. BRYAN shall be responsible for the routine janitorial service of the interior of the Larry J. Ringer Library building and any other buildings over which it has control.
- 1.05. BRYAN shall promptly notify COLLEGE STATION in the event any grounds or structural defect or flaw is discovered on the premises.

ARTICLE II. MANAGEMENT AND STAFFING

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

ARTICLE III. BOOKS AND OTHER MATERIALS

- 3.01. BRYAN shall be responsible for the purchase of materials for the Larry J. Ringer Library after conferring with the COLLEGE STATION City Manager or his designee. The COLLEGE STATION Parks Director shall review and approve the Library System Director's recommended selection of Larry J. Ringer library materials. The Library System Director may be given access to one or more College Station library funds as COLLEGE STATION may authorize to enable BRYAN to carry out its obligations hereunder.
- 3.02. All books and other materials related to providing College Station Library Services, including but not restricted to DVDs, audio books and periodicals and any other physical and electronic assets purchased with the Larry J. Ringer Library budgeted funds shall belong to and remain the property of COLLEGE STATION. BRYAN shall account for all materials that are the property

of COLLEGE STATION. For purposes of this Agreement, “materials” means books and other materials recited above as well as any and all online subscriptions and electronically available data bases, the Internet, intranet and similar services made available to patrons of the Larry J. Ringer Library.

- 3.03. BRYAN shall exercise the same degree of care in the keeping, preservation, and maintenance of materials and other physical assets on the Premises as it exercises in the keeping, maintenance, and preservation of its own public library property.
- 3.04. BRYAN shall ensure that The Larry J. Ringer Library will maintain a materials collection that is typical for a library of its size serving a family and college-oriented community like COLLEGE STATION for use by the general public.

ARTICLE IV. PROGRAMS AND OTHER SERVICES

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

only with mutual agreement of both Cities.

- 4.04. Except as otherwise provided in this Agreement, BRYAN shall purchase and maintain all hardware and software required for the workstations in use at the Larry J. Ringer Library. During the term of this Agreement, Technology equipment, including but not limited to, the workstations, the hardware, and software purchased by Bryan for use at the Larry J. Ringer Library shall become the property of BRYAN, unless the Parties agree otherwise in writing. Upon termination of this Agreement, ownership of any technology equipment at the Larry J. Ringer Library that was not purchased by BRYAN pursuant to this Agreement shall be returned to COLLEGE STATION. Additional and replacement technology equipment necessary for full library operations shall be purchased by BRYAN and will remain the property of BRYAN upon termination of this agreement, unless the Parties agree otherwise in writing.
- 4.05. BRYAN agrees to maintain a secure network tunnel related to the Premises use as a public library between the two entities for the purpose of maintaining interoperability and carrying out the obligations of each party as set forth in this Agreement.
- 4.06. COLLEGE STATION agrees to maintain a secure network tunnel to the Premises, as a city building, for the purposes of maintaining electronic access to the heating, ventilation, and air conditioning ("HVAC") equipment

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. 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 Public 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.
- 7.09. Each Party paying for the performance of governmental functions or services must make those payments from current revenue available to the paying Party.

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 Exhibit "A" and Exhibit "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 Public 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 Public Library System Advisory Board will be to

encourage the development of the Bryan + College Station Public Library System; recommend to the City Councils of the parties policies and programs for the advancement of the Bryan + College Station Public 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 Public Library System.

- 10.03. Any questions regarding permissible COLLEGE STATION facility or property use by third parties which is unrelated to library usage will be directed to the COLLEGE STATION Legal Department.

ARTICLE XI. TERM

- 11.01. The term of this Amended Agreement shall be for one (1) year, shall automatically renew annually for up to one (1) additional year term, and shall be effective from October 1st of each year until September 30th of the following year (annual fiscal year). The Amended Agreement will expire October 1, 2022, 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 personal property, and BRYAN shall reimburse COLLEGE STATION its pro rata share of any prepaid subscriptions or services. Notwithstanding the foregoing, all library materials purchased for the Premises pursuant to this Agreement shall be the property of COLLEGE STATION.

ARTICLE XII. MISCELLANEOUS PROVISIONS

- 12.01. 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. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.
- 12.02. The terms and conditions of this Agreement may be amended upon the mutual written consent of both parties. Mutual consent will be demonstrated approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
- 12.03. This Agreement is governed in accordance with the laws of the State of Texas. Venue shall be in Brazos County, Texas.
- 12.04. Except as otherwise provided below, this Agreement may not be assigned by either party hereto without the prior written consent of the non-assigning party.

- 12.05. Notice which shall or may be given in accordance with the terms of this Agreement, shall be in writing and shall be hand delivered by expedited delivery service with proof of delivery, sent by United States mail, registered or certified, adequate postage prepaid, return receipt requested, or by email, addressed to the following Parties:

City of College Station: City of College Station
City Manager's Office
P.O. Box 9960
110 Texas Avenue South
College Station, TX 77842-9960
Telephone: (979) 764-3510
Email: cmo@cstx.gov

City of Bryan: City of Bryan
City Manager's Office
300 South Texas Avenue
Bryan, Texas 77805
Telephone: (979) 209-5106
Email: executiveservicesweb@bryantx.gov

(The remainder of this page intentionally left blank.)

CITY OF COLLEGE STATION

Mayor

Date

ATTEST:

City Secretary

Date

APPROVED:

City Manager

Date

City Attorney

Date

Mary Ellen Leonard, Chief Financial Officer

Date

CITY OF BRYAN

Mayor

Date

ATTEST:

City Secretary

Date

APPROVED AS TO FORM

City Attorney

Date

Exhibit “A”

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

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

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

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

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

R = Prior year Larry J. Ringer Library revenue.

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

Exhibit “B”
INDIRECT COSTS

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

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

**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 ~~2020~~ 2021.

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, in 2021, the Parties agreed to transfer responsibility for management of the information and technology required for library services from COLLEGE STATION to BRYAN and this Agreement is amended to effect that; and

WHEREAS, BRYAN shall manage information and Technology resources at the Larry J. Ringer Library to extend, expand, and enhance library services while reducing barriers and ensuring that all users have equitable access to information while also providing training to staff regarding network security, protection of privacy, and best practices for equipment and system management; 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:

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- 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 26,355 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.
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- 2.02. A Library System Director shall be engaged by BRYAN whose responsibilities include overseeing the provision of College Station Library Services. All employees, contractors, agents, and volunteers engaged in providing College Station Library Services on the Premises or elsewhere shall be considered those of BRYAN, and such people shall provide services under the supervision and direction of the Library System Director.
- 2.03. Upon termination of this Agreement, BRYAN's employees in good standing located at the Larry J. Ringer Library may elect to apply for employment with BRYAN, if positions are available. In any event, the said employees may apply for employment as library employees with COLLEGE STATION. Upon transfer of employment to COLLEGE STATION, COLLEGE STATION shall provide to its library employees the same benefits as provided to other COLLEGE STATION employees. COLLEGE STATION shall waive any waiting period for any and all benefits, unless otherwise required by law.

ARTICLE III. BOOKS AND OTHER MATERIALS

- 3.01. BRYAN shall be responsible for the purchase of materials for the Larry J. Ringer Library after conferring with the COLLEGE STATION City Manager or his designee. The COLLEGE STATION Parks Director shall review and approve the Library System Director's recommended selection of Larry J. Ringer library materials. The Library System Director may be given access to one or more College Station library funds as COLLEGE STATION may authorize to enable BRYAN to carry out its obligations hereunder.
- 3.02. All books and other materials related to providing College Station Library Services, including but not restricted to DVDs, audio books and periodicals and any other physical and electronic assets purchased with the Larry J. Ringer Library budgeted funds shall belong to and remain the property of COLLEGE STATION. BRYAN shall account for all materials that are the property

of COLLEGE STATION. For purposes of this Agreement, “materials” means books and other materials recited above as well as any and all online subscriptions and electronically available data bases, the Internet, intranet and similar services made available to patrons of the Larry J. Ringer Library.

- 3.03. BRYAN shall exercise the same degree of care in the keeping, preservation, and maintenance of materials and other physical assets on the Premises as it exercises in the keeping, maintenance, and preservation of its own public library property.
- 3.04. BRYAN shall ensure that The Larry J. Ringer Library will maintain a materials collection that is typical for a library of its size serving a family and college-oriented community like COLLEGE STATION for use by the general public.

ARTICLE IV. PROGRAMS AND OTHER SERVICES

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

only with mutual agreement of both Cities.

- 4.04. ~~Except as provided above, COLLEGE STATION shall maintain all hardware and software for the work stations that are in use at the Larry J. Ringer Library; and, notwithstanding any provision in this Agreement to the contrary, those workstations and the hardware and software related thereto remain the property of COLLEGE STATION.~~

~~Except as otherwise provided in this Agreement, BRYAN shall purchase and maintain all hardware and software required for the workstations in use at the Larry J. Ringer Library. During the term of this Agreement, Technology equipment, including but not limited to, the workstations, the hardware, and software purchased by Bryan for use at the Larry J. Ringer Library shall become the property of BRYAN, unless the Parties agree otherwise in writing. Upon termination of this Agreement, ownership of any technology equipment at the Larry J. Ringer Library that was not purchased by BRYAN pursuant to this Agreement shall be returned to COLLEGE STATION. Additional and replacement technology equipment necessary for full library operations shall be purchased by BRYAN and will remain the property of BRYAN upon termination of this agreement, unless the Parties agree otherwise in writing.~~

- 4.05. ~~BRYAN and COLLEGE STATION~~ agrees 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.
- 4.06. ~~COLLEGE STATION~~ agrees to maintain a secure network tunnel to the Premises, as a city building, for the purposes of maintaining electronic access to the heating, ventilation, and air conditioning (“HVAC”) equipment

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. 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 Public 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.
- 7.09. Each Party paying for the performance of governmental functions or services must make those payments from current revenue available to the paying Party.

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 Exhibit "A" and Exhibit "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 Public 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 Public Library System Advisory Board will be to encourage the development of the Bryan + College Station Public Library System; recommend to the City Councils of the parties policies and programs for the advancement of the Bryan + College Station Public 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 Public Library System.
- 10.03. Any questions regarding permissible COLLEGE STATION facility or property use by third parties which is unrelated to library usage will be directed to the COLLEGE STATION Legal Department.

ARTICLE XI. TERM

- 11.01. The term of this Amended Agreement shall be for one (1) year, shall automatically renew annually for up to one (1) additional year term, and shall be effective from October 1st of each year until September 30th of the following year (annual fiscal year). The Amended Agreement will expire October 1, 2022, 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 personal property, and BRYAN shall reimburse COLLEGE STATION its pro rata share of any prepaid subscriptions or services. Notwithstanding the foregoing, all library materials purchased for the Premises pursuant to this Agreement shall be the property of COLLEGE STATION.

ARTICLE XII. MISCELLANEOUS PROVISIONS

- 12.01. 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. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.
- 12.02. The terms and conditions of this Agreement may be amended upon the mutual written consent of both parties. Mutual consent will be demonstrated approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

- 12.03. This Agreement is governed in accordance with the laws of the State of Texas. Venue shall be in Brazos County, Texas.
- 12.04. Except as otherwise provided below, this Agreement may not be assigned by either party hereto without the prior written consent of the non-assigning party.
- 12.05. Notice which shall or may be given in accordance with the terms of this Agreement, shall be in writing and shall be hand delivered by expedited delivery service with proof of delivery, sent by United States mail, registered or certified, adequate postage prepaid, return receipt requested, or by email, addressed to the following Parties:

City of College Station: City of College Station
City Manager's Office
P.O. Box 9960
110 Texas Avenue South
College Station, TX 77842-9960
Telephone: (979) 764-3510
Email: cmo@cstx.gov

City of Bryan: City of Bryan
City Manager's Office
300 South Texas Avenue
Bryan, Texas 77805
Telephone: (979) 209-5106
Email: executiveservicesweb@bryantx.gov

(The remainder of this page intentionally left blank.)

CITY OF COLLEGE STATION

Mayor

Date

ATTEST:

City Secretary

Date

APPROVED:

City Manager

Date

City Attorney

Date

Mary Ellen Leonard, Chief Financial Officer

Date

CITY OF BRYAN

Mayor

Date

ATTEST:

City Secretary

Date

APPROVED AS TO FORM

City Attorney

Date

Exhibit “A”

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

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

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

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

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

R = Prior year Larry J. Ringer Library revenue.

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

Exhibit “B”
INDIRECT COSTS

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

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

July 22, 2021

Item No. 8.15.

Chap 38 Art 2 add Div 4 ordinance amendment

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an amendment to Chapter 38, "Traffic and Vehicles," Article II "Stopping, Standing, and Parking" by adding Division IV "Remote Pay System Parking".

Relationship to Strategic Goals:

Financial Sustainability, Core Services & Infrastructure, Neighborhood Integrity, Diverse & Growing Economy

Recommendation(s): During the Workshop, City Council will receive a presentation regarding a proposed paid parking program. Action can be taken as needed regarding this proposed ordinance amendment.

Summary:

During the Workshop, City Council will receive a presentation regarding a paid parking program for on-street and in City-owned parking lots.

This ordinance amendment will add Division IV "Remote Pay System Parking" to Chapter 38, "Traffic and Vehicles," Article II "Stopping, Standing, and Parking" allow for the implementation of a paid parking program in residential neighborhoods and in City-owned parking lots using a Remote Pay System. The ordinance provides City Manager authority to implement a remote pay system and charge for parking, define the areas subject to paid parking, parking operation time, parking fees, and exemptions.

Budget & Financial Summary: N/A

Attachments:

1. CH 38 Art 2 Div 4 Remote Park Pay Ord

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE II “STOPPING, STANDING AND PARKING,” BY ADDING DIVISION IV “REMOTE PAY SYSTEM PARKING”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 38, “Traffic and Vehicles,” Article II “Stopping, Standing and Parking,” by adding Division IV “Remote Pay System Parking” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar (\$1.00) and not more than two thousand dollars (\$2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Chapter 38, “Traffic and Vehicles,” Article II “Stopping, Standing and Parking,” by adding Division IV “Remote Pay System Parking” is hereby amended by adding and is to read as follows:

DIVISION 4 REMOTE PAY SYSTEM PARKING

Sec. 38-132 – Definitions. The following words and terms, when used in this division, shall have the meanings ascribed to them in this section except when the context clearly indicates a different meaning:

Individual parking space means a portion of a paved street, parking lot, or parking garage or facility located in a remote pay system area to accommodate the vehicle parking.

Remote pay system means a pay by phone, mobile pay, or other such technology-based system for paying for parking other than by parking meter, pay station, or other physical installation or equipment located on-site of the individual parking space or remote pay system area. Under the remote pay system, upon remote payment of the required fee, technology shall indicate legal parking for the period of time lawfully designated for that area-and time of day. The remote pay system will provide messaging to the parking patron regarding the expiration of the time and provide the ability to remotely extend the period of time by remote payment.

Remote pay system area means a signed area under the City’s control designated for parking vehicles for a fee on a street, in a parking lot, or in a parking garage or facility in which a remote pay system is implemented.

Sec. 38-133 – Installation and operation of Remote Pay Systems. The City Manager is authorized implement remote pay systems to control and charge for parking in remote pay system areas.

Sec. 38.134 – Designation of Remote Pay System Areas. The City Manager is authorized to designate on-street parking, parking lots, and parking garages or facilities under the City’s control as remote pay system areas with signage.

Sec. 38-135 – Remote Pay System Parking Operation Time. Remote pay system parking operation days and hours during are established by the City Manager and designated in the remote pay system.

Sec. 38-136 – Parking Fees for Remote Pay System Parking. The City Manager may adjust the parking fee up to the amounts established by the City Council. The fees established in Section 2-117 shall be the maximum charged for the use of an individual parking space.

Sec. 38-137 – Exemptions. Residents, presenting valid proof of residency to the City, of property adjoining the streets in a remote pay system area who have registered their vehicles' license plate with the City's remote pay system may have two vehicles exempt from this division.

Sec. 38-138 – Violations. It shall be unlawful for a person in a remote pay system area to park a motor vehicle in an individual parking space or spaces without paying the required parking fee, unless exempted.

July 22, 2021

Item No. 8.16.

Chap 38, Art 2 Ordinance Revision for Remote Pay System Parking

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, "Traffic and Vehicles," Article II "Stopping, Standing, and Parking," by amending and adding certain sections allowing remote pay system parking.

Relationship to Strategic Goals:

Financial Sustainability, Core Services & Infrastructure, Neighborhood Integrity, Diverse & Growing Economy

Recommendation(s): During the Workshop, City Council will receive a presentation regarding a proposed paid parking program. Action can be taken as needed regarding this proposed ordinance amendment.

Summary:

During the Workshop, City Council will receive a presentation regarding a paid parking program for on-street and in City-owned parking lots.

This ordinance amendment will add certain sections in Chapter 38, "Traffic and Vehicles," Article II "Stopping, Standing, and Parking," by amending and adding certain sections allowing remote pay system parking. The amendment will add the prohibition of parking without paying the required fee in a remote pay area, add the authority to designate a temporary area, add a civil fine amount, and revise section of Division 3 Northgate Area to allow for a remote pay system.

Budget & Financial Summary: N/A

Attachments:

1. CH 38 Art 2 Ord Amend

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE II “STOPPING, STANDING AND PARKING,” BY AMENDING AND ADDING CERTAIN SECTIONS ALLOWING REMOTE PAY SYSTEM PARKING, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 38, “Traffic and Vehicles,” Article II “Stopping, Standing and Parking, by amending and adding certain sections related to remote pay system parking of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar (\$1.00) and not more than two thousand dollars (\$2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Chapter 38, “Traffic and Vehicles,” Article II “Stopping, Standing and Parking,” Division 1, “Generally,” Sec. 38-42 “General Prohibitions” (a) is hereby amended by amending sections 18 and 19 and by adding section 20 and is to read as follows:

Sec. 38-42. - General prohibitions.**(a)**

- (18)** Park facing traffic; 18 inches from Curb. On a one-way roadway that does not stop or park the vehicle parallel to the curb or edge of the roadway in the direction of authorized traffic movement with the right-hand wheels within 18 inches of the right-hand curb or edge of the roadway or the left-hand wheels within 18 inches of the left-hand curb or edge of the roadway;
- (19)** Parking at an expired parking meter; and
- (20)** Parking, stopping or standing in a remote pay system area without paying the fee.

That Chapter 38, "Traffic and Vehicles," Article II "Stopping, Standing and Parking," Division 1, "Generally," Sec. 38-46 "Temporary no parking areas" is hereby amended and is to read as follows:

Sec. 38-46. Temporary parking areas.

- (a) Temporary No Parking.** The City Manager or designee may temporarily remove on-street parking in an area where parking is not currently prohibited by City ordinance. The temporary "No Parking" sign shall conform with the Texas Manual on Uniform Traffic Control Devices, which is published by the Texas Department of Transportation. The temporary "No Parking" sign may be placed as part of a special event and/or where safety along the street is a concern. The temporary sign shall not be erected for more than a consecutive 72-hour period.
- (b) Temporary Paid Parking.** The City Manager or designee may temporarily designate paid on-street parking or paid parking at City-owned facilities. A temporary paid parking sign or signs shall be placed as a part of a special event or where additional controlled parking is needed.

That Chapter 38, "Traffic and Vehicles," Article II "Stopping, Standing and Parking," Division 2, "Administrative Adjudication or Parking Violations," Sec. 38-79 "Civil Fines, Costs and Fees" is hereby amended and is to read as follows:

Sec. 38-79. Civil fines, costs and fees.

- (a) Civil fines, costs and fees assessed in connection with this chapter are limited to those specified below.
- (b) If the vehicle owner or operator remits payment no later than the tenth business day after issuance of the citation or summons, or before the hearing date shown on the citation, the total fine and costs due for the violation is the amount shown on the citation as "Early Payment Fine." If payment of the fine is made on or after the 11th business day after issuance of the citation or summons, the owner or operator shall remit the amount shown on the citation under "Standard Fine."
- (c) A payment remitted by mail is considered "remitted" on the post-marked date.
- (d) The following offenses are unlawful and the fines are established and incorporated by reference by all purposes:

Offense	Payment Within 10 Days	Payment After 10 Days
1. Park/Stop/Stand in or on unapproved surface	\$75.00	\$85.00
2. Park/Stop/Stand in or on a yard or lawn	\$75.00	\$85.00
3. Parking or stopping in bike lane	\$35.00	\$45.00
4. Park/Stop/Stand -Prohibited	\$50.00	\$60.00
5. Park/Stop/Stand blocking public or private driveway or alley	\$25.00	\$35.00
6. Park/Stop/Stand blocking dumpster	\$55.00	\$65.00
7. Restricted no Park/Stop/Stand/time parking	\$25.00	\$35.00
8. Special event violation	\$25.00	\$35.00
9. Park/Stop/Stand in fire lane	\$135.00	\$145.00
10. Park/Stop/Stand in or on City park grass	\$75.00	\$85.00
11. Parking truck, tractor or trailer on City road	\$75.00	\$85.00
12. Parking in Northgate Parking Garage without paying fee	\$115.00	\$125.00
13. Parking blocking adjacent parking space	\$35.00	\$45.00
14. Immobilization fee	\$50.00	
15. Double Parked	\$50.00	\$60.00
16. Park/Stop/Stand on sidewalk	\$35.00	\$45.00
17. Park/Stop/Stand on crosswalk	\$35.00	\$45.00
18. Park/Stop/Stand within 15 feet of fire hydrant	\$50.00	\$60.00
19. Park/Stop/Stand Within 20 feet of a cross walk at an intersection	\$35.00	\$45.00
20. Park/Stop/Stand more than 18 inches from curb	\$35.00	\$45.00
21. Park/Stop/Stand stop stand in intersection	\$50.00	\$60.00
22. Park/Stop/Stand Facing Traffic	\$35.00	\$45.00

23. Park/Stop/Stand within 30 feet of traffic control device	\$35.00	\$45.00
24. Expired Meter	\$25.00	\$35.00
25. Parking/Standing/Storing of Recreation vehicles, trucks, trailers or truck-tractors	\$115.00	\$125.00
26. Parking/Stopping/Standing in a remote pay system area without paying the fee	\$50.00	\$60.00

That Chapter 38, “Traffic and Vehicles,” Article II “Stopping, Standing and Parking,” Division 3 “Northgate Area,” Sections 38-106, 108 and 109 are hereby amended and are to read as follows:

Division 3 – Northgate Area and Remote Pay System Areas.

Sec. 38-106 – Northgate Promenade Parking Lot and Remote Pay System Parking Lot fee schedule. The City Manager or designee may adjust the parking fee up to or below the amounts set below. The fees established in Section 2-117 shall be charged for the use of a parking space in the Northgate Promenade Parking Lot, located at 310 Church Street or any other City owned parking lot by remote pay system parking.

Sec. 38-108 – Northgate and Remote Pay System on-street parking fee schedule. The City Manager or designee may adjust the parking fee up to or below the amounts established. The fees established in Section 2-117 shall be charged for the use of an on-street parking space provided by the City and adjacent to a parking meter or remote pay system area anywhere in the Northgate Area, generally located between South College on the East, Wellborn Road on the West, University Drive on the South and the City limit on the North or in any remote pay system area in the City.

Sec. 38-109 – Violations.

- (a) It shall be unlawful to park a motor vehicle or commercial motor vehicle in a space or multiple spaces without paying the required fee for the space, unless covered by an exemption.
- (b) It shall be unlawful to park in the parking garage without paying the required fee, unless covered by an exemption.
- (c) It shall be unlawful to park a motor vehicle or commercial motor vehicle in such a manner that the vehicle prohibits the use of an adjacent designated parking space.
- (d) It shall be unlawful to cause any damage to any parking surface, sidewalk, or any other property owned or maintained by the City by the loading or unloading of goods or by the overweight of a motor vehicle or commercial motor vehicle.
- (e) **Northgate Parking Garage.** It shall be unlawful for any person to raise, lower or manipulate in any way the Northgate Parking Garage gate, gate arm or gate equipment for any reason, unless directed by a City employee acting in their official capacity.
- (f) **Penalty.** A violation of this section shall be punished as provided in Section 1-7.

July 22, 2021
Item No. 9.1.
BVSWMA, Inc. FY2022 Budget

Sponsor: Pete Caler, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the Fiscal Year 2022 BVSWMA, Inc. Budget.

Relationship to Strategic Goals:

1. Financial Sustainability
2. Core Services and Infrastructure

Recommendation(s): Staff recommends the Council approve the FY2022 BVSWMA, Inc. Budget.

Summary: The BVSWMA, Inc. proposed budget was considered and approved by the BVSWMA, Inc. Board of Directors on June 16, 2021.

According to the BVSWMA, Inc., By-Laws and Operating Agreement, the BVSWMA budget will be presented to the College Station and Bryan City Councils for consideration after being approved by the BVSWMA Board. It is anticipated that the City of Bryan will consider this item on July 13, 2020.

Budget & Financial Summary: The FY2022 BVSWMA, Inc. Budget Revenue is \$9,369,600. The Operating Expenses are \$7,505,383 and Capital Expenses are \$3,439,000. The Total Reserves, Cash, & Investments are \$12,552,380.

The budget also reduces the gate rate for both owning cities from \$15.00 to \$13.00 per ton.

Attachments:

1. Proposed FYE2022 Budget

BVSWMA, Inc. Budget
Fiscal Year Ending September 30, 2022

APPROVED AND ADOPTED BY VOTE OF THE BOARD OF DIRECTORS OF THE
BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY, INC. AT A
REGULAR MEETING HELD ON THE 16TH DAY OF JUNE, 2021.

APPROVED:

Twin Oaks Landfill Gate Rates

Twin Oaks Gate Rates

		City of Bryan City of College Station	Non-City
	FYE	Gate Rate	Gate Rate
	2011	\$21.50	\$27.00
	2012	\$21.50	\$27.00
	2013	\$21.50	\$27.00
	2014	\$21.50	\$27.00
	2015	\$21.19	\$26.69
	2016	\$21.19	\$26.69
	2017	\$20.50	\$26.69
	2018	\$20.00	\$26.69
	2019	\$18.50	\$26.69
	2020	\$17.50	\$28.00
Current	2021	\$15.00	\$28.00
Proposed	2022	\$13.00	\$28.00
<i>Projected</i>	<i>2023</i>	<i>\$13.00</i>	<i>\$28.00</i>

Gate Rate includes \$0.94/ton TCEQ Fee

BVSWMA, Inc.
Fiscal Year Ending 2022 Budget Overview

	Approved 2021 Budget	<i>Projected</i> 2021 <i>Results</i>	Proposed 2022 Budget
Revenue	\$ 9,499,000	\$ 12,678,029	\$ 9,369,600
Operating Expense	\$ 7,086,327	\$ 7,346,039	\$ 7,505,383
Capital Expense	\$ 4,975,000	\$ 3,937,115	\$ 3,439,000
Total Expense	\$ 12,061,327	\$ 11,283,154	\$ 10,944,383
Cash & Investments (Working Capital)	\$ 3,101,730	\$ 5,478,229	\$ 3,903,446
Reserves			
Rock Prairie Road Closure/Post Closure	\$ 2,256,965	\$ 2,329,670	\$ 2,422,857
Twin Oaks Closure & Post Closure	\$ 2,713,214	\$ 2,867,037	\$ 3,184,973
BDF - Interim cover & pre-closure	\$ 516,327	\$ 556,178	\$ 638,427
BDF - Pipeline relocation	\$ 604,588	\$ 656,890	\$ 745,538
BDF - Gas System	\$ 1,057,870	\$ 61,589	\$ 295,523
BDF - Debt Reserve	\$ 500,000	\$ 500,000	\$ 500,000
DBF - Cell Development Reserve	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Total Reserves	\$ 8,648,964	\$ 7,971,364	\$ 8,787,318
Total Reserves, Cash & Investments	\$ 11,750,694	\$ 13,449,593	\$ 12,690,764

Notes: BDF = Board Designated Fund

BVSWMA, Inc.
Fiscal Year Ending 2022
Operation Budget

	Current Results FYE2021 (March 31, 2020)	Projected Results FYE2021	FYE2022 Budget			
Operating Revenue						
Landfill Volume - Tons						
City of College Station	41,526	68,526	70,000			
City of Bryan	35,382	60,382	65,000			
Third Party	346,540	461,140	275,000			
	423,447	590,047	410,000			
Landfill Rates						
				TCEQ Fee	FYE2021 Gate Rate	
City of College Station			\$ 12.06	\$ 0.94	\$ 13.00	
City of Bryan			\$ 12.06	\$ 0.94	\$ 13.00	
Third Party			\$ 27.06	\$ 0.94	\$ 28.00	
Landfill Net Revenue						
City of College Station			844,200			
City of Bryan			783,900			
Third Party			7,441,500			
Total Landfill Revenue	8,271,994	12,271,994	9,069,600			
Compost Revenue	185,574	317,746	300,000			
Other Operating Revenue	26,772	88,289	-			
Total Operating Revenue	8,484,341	12,678,029	9,369,600			
Operating Expenses						
Other Expenses						
Debt Service Interest - City of College Station	54,525	113,850	93,300			
Debt Service: Interest - City of Bryan	46,548	131,231	109,631			
Bad Debt	0	0	600			
Contingency	0	0	150,000			
Community Support HHW	381,235	600,000	600,000			
Community Support - Other	3,750	15,000	15,000			
Total Other Expenses	486,058	860,081	968,531			
Maintenance Expense						
Computer Software	11,941	12,000	31,000			
Office Maint-Other	0	500	1,000			
Office Maint-Equipment	0	500	1,000			
Office Maint-Furniture	2,210	1,700	2,500			
Office Maint-Computer	0	0	1,000			
Maint.-Building	8,527	19,000	25,000			
Maint.-Grounds	10,262	15,000	40,000			
Maint.-Fence & Gates	482	2,000	5,000			
V&E Maint-Machine/Tool	1,598	4,000	2,000			
V&E Maint-Heavy Equipment	142,737	350,000	350,000			
V&E Maint-Radios	4,562	7,821	11,800			
V&E Maint-Phones	1,522	2,609	5,000			
V&E Maint-Pages/Other	3,024	5,184	19,000			
V&E Maint-Pumps/Motors	38	5,000	20,000			
V&E Maint-Motor Vehicle	11,411	15,000	15,000			
V&E Maint-Other	1,078	1,848	3,500			
Wet Weather Access	135,210	200,000	200,000			
Other Total	0	0	-			
Total Maintenance Expense	334,601	642,162	732,800			
Closure, Post Closure & Pre Post Closure						
Closure Accrual - Twin Oaks	142,070	243,549	158,968			
Post-Closure Accrual - Twin Oaks	181,823	311,697	158,968			
Pre-Post Closure - Twin Oaks	83,790	143,640	82,249			
Total Closure, PC, and Pre-PC	407,683	698,885	400,185			
Purchased Services						
Advertise-Promotional	3,371	9,000	10,000			
Insurance-Premium	40,107	68,755	78,000			

Other Serv-Other	1,792	3,072	5,000
Other Serv-Contract Labor	9,495	18,000	15,000
Other Serv-Security	0	0	5,000
Printing-External	463	600	1,500
Printing-Signs & Banners	1,312	7,500	7,500
Prof Serv-Audit	14,250	27,500	28,070
Prof Serv-Engineering	116,487	200,000	175,000
Prof Serv-Legal	25,194	43,190	30,000
Prof Serv-Medical	0	0	1,000
Prof Serv-Spec Studies	0	35,000	35,000
Prof Serv-Other	95,547	145,000	150,000
Rentals-Equipment	40,384	55,000	55,000
Sundry-Credit Card Fees	33,431	55,000	55,000
Sundry-Freight	12,540	19,000	23,000
Sundry-Permits & Licenses	2,036	3,000	5,000
Sundry-Penalty & Interest	27	46	500
Sundry-Postage	521	893	2,500
Sundry-Bank Service Charge	0	0	-
Tech Serv-Janitorial	24,990	40,000	45,000
Tech Serv-Pest Control	2,153	3,691	4,500
Tech. Svcs.-Inspect & Lic. Fees	5,916	7,500	7,500
Training-In-house Training	0	0	1,000
Training-Memberships	3,090	3,500	7,000
Training-Outside Training	0	5,000	15,000
Training-Subscriptions	1,348	2,000	2,500
Training-Travel & Lodging	0	500	7,000
Util Serv-Cable Services	1,855	3,180	4,000
Util Serv-Disposal Fees	17,629	36,000	40,000
Util Serv-Electric	24,731	42,396	45,000
Util Serv-Local Phone	888	1,522	3,500
Util Serv-Long Distance Phone	0	0	-
Util Serv-Mobile Phone	6,280	10,766	12,000
Util Serv-Water	7,806	25,000	25,000
Total Purchased Services	493,643	871,611	901,070
Salaries & Benefits			
Administrative	289,173	495,725	493,000
Fulltime Labor	688,226	1,179,816	1,260,000
Overtime	249,505	427,723	380,000
Bonuses	30,873	37,000	40,000
FICA/Medicare & Unemployment	85,602	146,746	162,000
Retirement	174,494	299,133	307,800
Group Health Insurance	251,985	431,974	550,000
Group Life Insurance	4,651	7,973	9,000
Workers Compensation	32,848	55,000	60,000
Unemployment Compensation	0	0	-
Education Reimbursement	0	0	-
Group LT Disability	4,515	9,000	9,000
Taxable Employee Benefits	0	7,000	7,800
Non-Taxable Employee Benefits	24	41	-
Supplemental Insurance	19,376	33,000	33,000
Total Salaries & Benefits	1,831,272	3,130,131	3,311,600
Supplies			
Office Supplies - General	8,170	14,000	20,000
Office Supplies - Computer	0	0	-
Office Supplies - Educate	0	0	-
Office Supplies-Minor Equipment	1,144	2,000	3,000
Office Supp.-Computer Hardware	2,285	8,000	10,000
Office Supp.-Computer Software	642	1,200	2,000
Office Supplies - Other	0	0	-
Botanical	0	0	-
V&E-Oil	16,464	28,224	40,000
V&E-Fuel	13,852	23,746	20,000
V&E-Diesel	238,278	450,000	475,000
V&E-Minor Tools	6,456	10,000	10,000
V&E-Other	156	3,000	3,000
Awards-Recognition	0	0	-
Clothing-Accessory	0	0	-
Clothing-Uniforms	7,309	14,000	14,000
Chemical-Janitorial	6,327	10,846	12,000
Chemical-Botanical	0	0	-
Chemical-Pesticide	0	1,000	1,000

Chemical-Other	0	0	-
Crew-Safety	4,517	9,000	10,000
Misc Supply-Promo Mater	1,480	1,500	1,500
Misc Supply-Goodwill	6,395	10,963	2,500
Misc Supply-Food & Ice	5,791	10,000	12,000
Misc Supply-Other	261	447	16,000
	0	0	
Total Supplies	319,527	597,927	652,000
Total Operating Expenses before Amort & Dep	3,872,784	6,800,797	6,966,186
Net Operating Income (Loss) before Amort & Dep	4,611,557	5,877,232	2,403,414
Amortization & Depreciation			
Amortization Exp - LF	46,821	80,265	45,000
Depreciation Exp - LF	1,221,234	2,093,544	1,650,000
Depreciation Exp - Compost	39,460	67,646	100,000
Depreciation Exp - Training Facility	24,240	41,554	40,000
Total Amortization & Depreciation	1,331,755	2,241,455	1,835,000
Non-operating Revenue (Expenses)			
Interest Income/Other	\$ 267,856	\$ 270,000	\$ 20,000
Non Operating Revenue	\$ 589	\$ 1,010	\$ 1,500
Pipeline Relocation Cost	\$ (97,673)	\$ (167,439)	\$ (86,510)
Gas System Build-out	\$ (213,887)	\$ (366,663)	\$ (228,296)
Host Fees	\$ (253,057)	\$ (433,812)	\$ (245,891)
Total Non-operating Revenue (Expense)	\$ (296,172)	\$ (696,905)	\$ (539,197)

BVSWMA, Inc.
10 Year Capital and Reserves Projection

	11	12	13	14	15	16	17	18	19	20	21	22
FYE	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
City of College Station	68,526	70,000	71,400	72,828	74,285	75,770	77,286	78,831	80,408	82,016	83,656	85,330
City of Bryan	60,382	65,000	66,300	67,626	68,979	70,358	71,765	73,201	74,665	76,158	77,681	79,235
Third Party	461,140	275,000	280,500	286,110	291,832	297,669	303,622	309,695	315,889	322,206	328,650	335,223
Total	590,047	410,000	418,200	426,564	435,095	443,797	452,673	461,727	470,961	480,380	489,988	499,788
City Net Rate	\$ 14.06	\$ 12.06	\$ 12.06	\$ 12.06	\$ 12.06	\$ 12.06	\$ 12.06	\$ 12.06	\$ 12.06	\$ 12.06	\$ 12.06	\$ 12.06
3rd Party Net Rate	\$ 27.06	\$ 27.06	\$ 27.06	\$ 27.06	\$ 27.06	\$ 27.06	\$ 27.06	\$ 27.06	\$ 27.06	\$ 27.06	\$ 27.06	\$ 27.06
Capacity remaining	86%	84%	83%	81%	80%	78%	77%	75%	73%	71%	70%	68%
Starting Capacity (Tons)	24,421,720	23,831,673	23,421,673	23,003,473	22,576,909	22,141,813	21,698,016	21,245,343	20,783,616	20,312,655	19,832,275	19,342,287
Accepted (Tons)	590,047	410,000	418,200	426,564	435,095	443,797	452,673	461,727	470,961	480,380	489,988	499,788
Ending capacity (Tons)	23,831,673	23,421,673	23,003,473	22,576,909	22,141,813	21,698,016	21,245,343	20,783,616	20,312,655	19,832,275	19,342,287	18,842,499
Revenue		9,069,600	9,250,992	9,436,012	9,624,732	9,817,227	10,013,571	10,213,843	10,418,120	10,626,482	10,839,012	11,055,792
Net Revenue		300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Operating Revenue												
Operating Revenue	12,678,029	9,369,600	9,550,992	9,736,012	9,924,732	10,117,227	10,313,571	10,513,843	10,718,120	10,926,482	11,139,012	11,355,792
Operating Expenses												
Other Expenses												
Debt Service Interest - City of College Station		93,300	81,550	69,050	55,675	41,550	26,675	14,400	4,875	-	-	-
Debt Service: Interest - City of Bryan		109,631	98,231	86,431	74,031	60,831	47,013	32,138	16,625	-	-	-
Bad Debt		600	600	600	600	600	600	600	600	600	600	600
Contingency		150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
Community Support HHW		600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000
Community Support - Other		15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Total Other Expenses	860,081	968,531	945,381	921,081	895,306	867,981	839,288	812,138	787,100	765,600	765,600	765,600
Maintenance Expense												
Computer Software		31,000	31,620	32,252	32,897	33,555	34,227	34,911	35,609	36,321	37,048	37,789
Office Maint-Other		1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
Office Maint-Equipment		1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
Office Maint-Furniture		2,500	2,550	2,601	2,653	2,706	2,760	2,815	2,872	2,929	2,988	3,047
Office Maint-Computer		1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
Maint.-Building		25,000	25,500	26,010	26,530	27,061	27,602	28,154	28,717	29,291	29,877	30,475
Maint.-Grounds		40,000	40,800	41,616	42,448	43,297	44,163	45,046	45,947	46,866	47,804	48,760
Maint.-Fence & Gates		5,000	5,100	5,202	5,306	5,412	5,520	5,631	5,743	5,858	5,975	6,095
V&E Maint-Machine/Tool		2,000	2,040	2,081	2,122	2,165	2,208	2,252	2,297	2,343	2,390	2,438
V&E Maint-Heavy Equipment		350,000	357,000	364,140	371,423	378,851	386,428	394,157	402,040	410,081	418,282	426,648
V&E Maint-Radios		11,800	12,036	12,277	12,522	12,773	13,028	13,289	13,554	13,826	14,102	14,384
V&E Maint-Phones		5,000	5,100	5,202	5,306	5,412	5,520	5,631	5,743	5,858	5,975	6,095
V&E Maint-Pages/Other		19,000	19,380	19,768	20,163	20,566	20,978	21,397	21,825	22,262	22,707	23,161
V&E Maint-Pumps/Motors		20,000	20,400	20,808	21,224	21,649	22,082	22,523	22,974	23,433	23,902	24,380
V&E Maint-Motor Vehicle		15,000	15,300	15,606	15,918	16,236	16,561	16,892	17,230	17,575	17,926	18,285
V&E Maint-Other		3,500	3,570	3,641	3,714	3,789	3,864	3,942	4,020	4,101	4,183	4,266
Wet Weather Access		200,000	204,000	208,080	212,242	216,486	220,816	225,232	229,737	234,332	239,019	243,799
Other Total		0	0	0	0	0	0	0	0	0	0	0
Total Maintenance Expense	642,162	732,800	747,456	762,405	777,653	793,206	809,070	825,252	841,757	858,592	875,764	893,279
Closure, Post Closure & Pre Post Closure												
Closure Accrual - Twin Oaks		158,968	162,147	165,390	168,698	172,072	175,513	179,024	182,604	186,256	189,981	193,781

Post-Closure Accrual - Twin Oaks	158,968	162,147	165,390	168,698	172,072	175,513	179,024	182,604	186,256	189,981	193,781	
Pre-Post Closure - Twin Oaks	82,249	83,894	85,572	87,283	89,029	90,810	92,626	94,478	96,368	98,295	100,261	
Total Closure, PC, and Pre-PC	698,885	400,185	408,188	416,352	424,679	433,173	441,836	450,673	459,686	468,880	478,258	487,823
Purchased Services												
Advertise-Promotional	10,000	10,200	10,404	10,612	10,824	11,041	11,262	11,487	11,717	11,951	12,190	
Insurance-Premium	78,000	79,560	81,151	82,774	84,430	86,118	87,841	89,597	91,389	93,217	95,082	
Other Serv-Other	5,000	5,100	5,202	5,306	5,412	5,520	5,631	5,743	5,858	5,975	6,095	
Other Serv-Contract Labor	15,000	15,300	15,606	15,918	16,236	16,561	16,892	17,230	17,575	17,926	18,285	
Other Serv-Security	5,000	5,100	5,202	5,306	5,412	5,520	5,631	5,743	5,858	5,975	6,095	
Printing-External	1,500	1,530	1,561	1,592	1,624	1,656	1,689	1,723	1,757	1,793	1,828	
Printing-Signs & Banners	7,500	7,650	7,803	7,959	8,118	8,281	8,446	8,615	8,787	8,963	9,142	
Prof Serv-Audit	28,070	28,631	29,204	29,788	30,384	30,992	31,611	32,244	32,888	33,546	34,217	
Prof Serv-Engineering	175,000	178,500	182,070	185,711	189,426	193,214	197,078	201,020	205,040	209,141	213,324	
Prof Serv-Legal	30,000	30,600	31,212	31,836	32,473	33,122	33,785	34,461	35,150	35,853	36,570	
Prof Serv-Medical	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219	
Prof Serv-Spec Studies	35,000	35,700	36,414	37,142	37,885	38,643	39,416	40,204	41,008	41,828	42,665	
Prof Serv-Other	150,000	153,000	156,060	159,181	162,365	165,612	168,924	172,303	175,749	179,264	182,849	
Rentals-Equipment	55,000	56,100	57,222	58,366	59,534	60,724	61,939	63,178	64,441	65,730	67,045	
Sundry-Credit Card Fees	55,000	56,100	57,222	58,366	59,534	60,724	61,939	63,178	64,441	65,730	67,045	
Sundry-Freight	23,000	23,460	23,929	24,408	24,896	25,394	25,902	26,420	26,948	27,487	28,037	
Sundry-Permits & Licenses	5,000	5,100	5,202	5,306	5,412	5,520	5,631	5,743	5,858	5,975	6,095	
Sundry-Penalty & Interest	500	510	520	531	541	552	563	574	586	598	609	
Sundry-Postage	2,500	2,550	2,601	2,653	2,706	2,760	2,815	2,872	2,929	2,988	3,047	
Sundry-Bank Service Fees	-	-	-	-	-	-	-	-	-	-	-	
Tech Serv-Janitorial	45,000	45,900	46,818	47,754	48,709	49,684	50,677	51,691	52,725	53,779	54,855	
Tech Serv-Pest Control	4,500	4,590	4,682	4,775	4,871	4,968	5,068	5,169	5,272	5,378	5,485	
Tech. Svcs.-Inspect & Lic. Fees	7,500	7,650	7,803	7,959	8,118	8,281	8,446	8,615	8,787	8,963	9,142	
Training-In-house Training	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219	
Training-Memberships	7,000	7,140	7,283	7,428	7,577	7,729	7,883	8,041	8,202	8,366	8,533	
Training-Outside Training	15,000	15,300	15,606	15,918	16,236	16,561	16,892	17,230	17,575	17,926	18,285	
Training-Subscriptions	2,500	2,550	2,601	2,653	2,706	2,760	2,815	2,872	2,929	2,988	3,047	
Training-Travel & Lodging	7,000	7,140	7,283	7,428	7,577	7,729	7,883	8,041	8,202	8,366	8,533	
Util Serv-Cable Services	4,000	4,080	4,162	4,245	4,330	4,416	4,505	4,595	4,687	4,780	4,876	
Util Serv-Disposal Fees	40,000	40,800	41,616	42,448	43,297	44,163	45,046	45,947	46,866	47,804	48,760	
Util Serv-Electric	45,000	45,900	46,818	47,754	48,709	49,684	50,677	51,691	52,725	53,779	54,855	
Util Serv-Local Phone	3,500	3,570	3,641	3,714	3,789	3,864	3,942	4,020	4,101	4,183	4,266	
Util Serv-Long Distance Phone	-	-	-	-	-	-	-	-	-	-	-	
Util Serv-Mobile Phone	12,000	12,240	12,485	12,734	12,989	13,249	13,514	13,784	14,060	14,341	14,628	
Util Serv-Water	25,000	25,500	26,010	26,530	27,061	27,602	28,154	28,717	29,291	29,877	30,475	
Total Purchased Services	871,611	901,070	919,091	937,473	956,223	975,347	994,854	1,014,751	1,035,046	1,055,747	1,076,862	1,098,399
Salaries & Benefits												
Administrative	493,000	507,790	523,024	538,714	554,876	571,522	588,668	606,328	624,518	643,253	662,551	
Fulltime Labor	1,260,000	1,297,800	1,336,734	1,376,836	1,418,141	1,460,685	1,504,506	1,549,641	1,596,130	1,644,014	1,693,335	
Overtime	380,000	391,400	403,142	415,236	427,693	440,524	453,740	467,352	481,373	495,814	510,688	
Bonuses	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	
FICA/Medicare & Unemployment	162,000	165,240	168,545	171,916	175,354	178,861	182,438	186,087	189,809	193,605	197,477	
Retirement	307,800	313,956	320,235	326,640	333,173	339,836	346,633	353,565	360,637	367,849	375,206	
Group Health Insurance	550,000	561,000	572,220	583,664	595,338	607,244	619,389	631,777	644,413	657,301	670,447	
Group Life Insurance	9,000	9,180	9,364	9,551	9,742	9,937	10,135	10,338	10,545	10,756	10,971	
Workers Compensation	60,000	61,200	62,424	63,672	64,946	66,245	67,570	68,921	70,300	71,706	73,140	
Unemployment Compensation	0	0	0	0	0	0	0	0	0	0	0	
Education Reimbursement	0	0	0	0	0	0	0	0	0	0	0	
Group LT Disability	9,000	9,180	9,364	9,551	9,742	9,937	10,135	10,338	10,545	10,756	10,971	
Taxable Employee Benefits	7,800	7,956	8,115	8,277	8,443	8,612	8,784	8,960	9,139	9,322	9,508	
Non-Taxable Employee Benefits	0	0	0	0	0	0	0	0	0	0	0	
Supplemental Insurance	33,000	33,660	34,333	35,020	35,720	36,435	37,163	37,907	38,665	39,438	40,227	
Total Salaries & Benefits	3,130,131	3,311,600	3,398,362	3,487,499	3,579,078	3,673,168	3,769,838	3,869,162	3,971,214	4,076,072	4,183,814	4,294,521

Supplies												
Office Supplies - General	20,000	20,400	20,808	21,224	21,649	22,082	22,523	22,974	23,433	23,902	24,380	
Office Supplies - Computer	0	0	0	0	0	0	0	0	0	0	0	
Office Supplies - Educate	0	0	0	0	0	0	0	0	0	0	0	
Office Supplies-Minor Equipment	3,000	3,060	3,121	3,184	3,247	3,312	3,378	3,446	3,515	3,585	3,657	
Office Supp.-Computer Hardware	10,000	10,200	10,404	10,612	10,824	11,041	11,262	11,487	11,717	11,951	12,190	
Office Supp.-Computer Software	2,000	2,040	2,081	2,122	2,165	2,208	2,252	2,297	2,343	2,390	2,438	
Office Supplies - Other	0	0	0	0	0	0	0	0	0	0	0	
Botanical	0	0	0	0	0	0	0	0	0	0	0	
V&E-Oil	40,000	40,800	41,616	42,448	43,297	44,163	45,046	45,947	46,866	47,804	48,760	
V&E-Fuel	20,000	20,400	20,808	21,224	21,649	22,082	22,523	22,974	23,433	23,902	24,380	
V&E-Diesel	475,000	484,500	494,190	504,074	514,155	524,438	534,927	545,626	556,538	567,669	579,022	
V&E-Minor Tools	10,000	10,200	10,404	10,612	10,824	11,041	11,262	11,487	11,717	11,951	12,190	
V&E-Other	3,000	3,060	3,121	3,184	3,247	3,312	3,378	3,446	3,515	3,585	3,657	
Awards-Recognition	0	0	0	0	0	0	0	0	0	0	0	
Clothing-Accessory	0	0	0	0	0	0	0	0	0	0	0	
Clothing-Uniforms	14,000	14,280	14,566	14,857	15,154	15,457	15,766	16,082	16,403	16,731	17,066	
Chemical-Janitorial	12,000	12,240	12,485	12,734	12,989	13,249	13,514	13,784	14,060	14,341	14,628	
Chemical-Botanical	0	0	0	0	0	0	0	0	0	0	0	
Chemical-Pesticide	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219	
Chemical-Other	0	0	0	0	0	0	0	0	0	0	0	
Crew-Safety	10,000	10,200	10,404	10,612	10,824	11,041	11,262	11,487	11,717	11,951	12,190	
Misc Supply-Promo Mater	1,500	1,530	1,561	1,592	1,624	1,656	1,689	1,723	1,757	1,793	1,828	
Misc Supply-Goodwill	2,500	2,550	2,601	2,653	2,706	2,760	2,815	2,872	2,929	2,988	3,047	
Misc Supply-Food & Ice	12,000	12,240	12,485	12,734	12,989	13,249	13,514	13,784	14,060	14,341	14,628	
Misc Supply-Other	16,000	16,320	16,646	16,979	17,319	17,665	18,019	18,379	18,747	19,121	19,504	
Misc Supply-Survey	0	0	0	0	0	0	0	0	0	0	0	
Total Supplies	597,927	652,000	665,040	678,341	691,908	705,746	719,861	734,258	748,943	763,922	779,200	794,784
Operating Expenses before Amort & Dep	6,800,797	6,966,186	7,083,519	7,203,152	7,324,847	7,448,621	7,574,747	7,706,233	7,843,747	7,988,813	8,159,498	8,334,406
Operating Income (Loss) before Amort & D	5,877,232	2,403,414	2,467,473	2,532,860	2,599,885	2,668,606	2,738,824	2,807,609	2,874,373	2,937,669	2,979,514	3,021,385
Operating Revenue (Expenses)												
Interest Income	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Non Operating Revenue	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Pipeline Relocation Cost	-86,510	(88,240)	(90,005)	(91,805)	(93,641)	(95,514)	(97,424)	(99,373)	(101,360)	(103,387)	(105,455)	
Gas System Build-out	-228,296	(232,862)	(237,519)	(242,270)	(247,115)	(252,057)	(257,099)	(262,241)	(267,485)	(272,835)	(278,292)	
Host Fees	-245,891	(250,920)	(255,938)	(261,057)	(266,278)	(271,604)	(277,036)	(282,577)	(288,228)	(293,993)	(299,873)	
Non-operating Revenue (Expense)	(696,905)	(539,197)	(550,522)	(561,963)	(573,632)	(585,535)	(597,675)	(610,059)	(622,690)	(635,574)	(648,715)	(662,120)
Non Operations	5,180,327	1,864,217	1,916,951	1,970,897	2,026,253	2,083,071	2,141,149	2,197,550	2,251,682	2,302,095	2,330,799	2,359,266
Assets Closure/Post Closure Reserve												
Starting	\$ 2,409,484	\$ 2,867,037	\$ 3,184,973	\$ 3,509,267	\$ 3,840,048	\$ 4,177,443	\$ 4,521,587	\$ 4,872,614	\$ 5,230,661	\$ 5,595,869	\$ 5,968,381	\$ 6,348,344
Additional Closure	\$ 228,777	\$ 158,968	\$ 162,147	\$ 165,390	\$ 168,698	\$ 172,072	\$ 175,513	\$ 179,024	\$ 182,604	\$ 186,256	\$ 189,981	\$ 193,781
Additional PC	\$ 228,777	\$ 158,968	\$ 162,147	\$ 165,390	\$ 168,698	\$ 172,072	\$ 175,513	\$ 179,024	\$ 182,604	\$ 186,256	\$ 189,981	\$ 193,781
Spent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ending	\$ 2,867,037	\$ 3,184,973	\$ 3,509,267	\$ 3,840,048	\$ 4,177,443	\$ 4,521,587	\$ 4,872,614	\$ 5,230,661	\$ 5,595,869	\$ 5,968,381	\$ 6,348,344	\$ 6,735,905
Asset Closure & Post Closure Reser	24	23	22	21	20	19	18	17	16	15	14	13
Starting	\$ 2,236,483	\$ 2,329,670	\$ 2,422,857	\$ 2,516,044	\$ 2,609,231	\$ 2,702,417	\$ 2,795,604	\$ 2,888,791	\$ 2,981,978	\$ 3,075,165	\$ 3,168,351	\$ 3,261,538
Additional	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Spent	\$ 93,186.80	\$ 93,187	\$ 93,187	\$ 93,187	\$ 93,187	\$ 93,187	\$ 93,187	\$ 93,187	\$ 93,187	\$ 93,187	\$ 93,187	\$ 93,187
Ending	\$ 2,329,670	\$ 2,422,857	\$ 2,516,044	\$ 2,609,231	\$ 2,702,417	\$ 2,795,604	\$ 2,888,791	\$ 2,981,978	\$ 3,075,165	\$ 3,168,351	\$ 3,261,538	\$ 3,354,725
Asset Closure allocation												
Starting	\$ 437,810	\$ 556,178	\$ 638,427	\$ 722,321	\$ 807,893	\$ 895,177	\$ 984,206	\$ 1,075,016	\$ 1,167,641	\$ 1,261,220	\$ 1,356,888	\$ 1,454,783
Additional	\$ 118,368	\$ 82,249	\$ 83,894	\$ 85,572	\$ 87,283	\$ 89,029	\$ 90,810	\$ 92,626	\$ 94,478	\$ 96,368	\$ 98,295	\$ 100,261

Spent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (750,000)	\$ -	\$ -	\$ -
Ending	\$ 556,178	\$ 638,427	\$ 722,321	\$ 807,893	\$ 895,177	\$ 984,206	\$ 1,075,016	\$ 1,167,641	\$ 512,120	\$ 608,488	\$ 706,783	\$ 807,044
Relocation Allocation												
Starting	\$ 529,312	\$ 656,890	\$ 745,538	\$ 835,960	\$ 928,190	\$ 1,022,265	\$ 1,118,221	\$ 1,216,096	\$ 1,315,929	\$ 1,417,758	\$ 1,521,624	\$ 1,627,568
Additional	\$ 127,578	\$ 88,649	\$ 90,422	\$ 92,230	\$ 94,075	\$ 95,956	\$ 97,875	\$ 99,833	\$ 101,829	\$ 103,866	\$ 105,943	\$ 108,062
Spent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ending	\$ 656,890	\$ 745,538	\$ 835,960	\$ 928,190	\$ 1,022,265	\$ 1,118,221	\$ 1,216,096	\$ 1,315,929	\$ 1,417,758	\$ 1,521,624	\$ 1,627,568	\$ 1,735,630
Item Build Out												
Starting	\$ 1,339,925	\$ 61,589	\$ 295,523	\$ 534,135	\$ 777,520	\$ 1,025,773	\$ 1,278,990	\$ 1,537,272	\$ 1,800,720	\$ 2,069,436	\$ 2,343,527	\$ 2,623,100
Additional	\$ 336,664	\$ 233,934	\$ 238,613	\$ 243,385	\$ 248,253	\$ 253,218	\$ 258,282	\$ 263,448	\$ 268,717	\$ 274,091	\$ 279,573	\$ 285,164
Spent	\$ (1,615,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,900,000)
Ending	\$ 61,589	\$ 295,523	\$ 534,135	\$ 777,520	\$ 1,025,773	\$ 1,278,990	\$ 1,537,272	\$ 1,800,720	\$ 2,069,436	\$ 2,343,527	\$ 2,623,100	\$ 1,008,264
Capital Needs												
	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Asset Replacement												
Light plant												
Utility Vehicle												
850J Dozer												
Compactor												
Backhoe/Loader												
Roll-off												
Motorgrader												
470 Excavator												
Dump Truck												
D8 Dozer												
Water Truck												
Utility Vehicle												
Crew Pick Up												
Tahoe replacement												
Admin replacement												
compost utility vehicle replacement												
Paradigm Software Update												
6" pump replacement												
Compactor	\$ (927,400)											
Dump Truck	\$ (525,400)											
320 Excavator	\$ (197,250)											
Grinder replacement	\$ (895,600)											
Utility Vehicle	\$ (20,000)											
Tahoe	\$ (57,000)											
Pickup/vehicle	\$ (38,850)											
GPS Replacement	\$ (286,000)											
Wheel Loader		\$ (175,000)										
850 Dozer		\$ (360,000)										
Mower		\$ (12,000)										
Utility Vehicle		\$ (22,000)										
Steam Cleaner		\$ (15,000)										
Compactor		\$ (1,100,000)										
D8 Dozer		\$ (850,000)										
Crew Pickup		\$ (40,000)										
Fuel Service Truck			\$ (150,000)									
Broom			\$ (60,000)									
Dump Truck			\$ (510,000)									
Mechanic Service Truck				\$ (125,000)								
Tarp machine & Tarps				\$ (90,000)								
Wheel Loader				\$ (125,000)								
Rotochopper				\$ (50,000)								

July 22, 2021
Item No. 9.2.
1531 Pine Ridge Drive Rezoning

Sponsor: Derrick Williams, Staff Planner

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, “Unified Development Ordinance, “Article 4, Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from D Duplex to MF Multi-Family for approximately 0.3 acres located at 1531 Pine Ridge Drive.

Relationship to Strategic Goals:

Diverse & Growing Economy

Recommendation(s): The Planning and Zoning Commission heard this item at their July 1, 2021 regular meeting where they voted unanimously to recommend approval. Staff also recommends approval of the rezoning.

Summary: This request is to rezone approximately 0.3 acres of land from D Duplex to MF Multi-Family. The subject property was platted over 40 years ago and developed with a duplex. Surrounding properties include duplexes, apartments, and other multi-plex developments. The subject property’s owner would like to consolidate this duplex lot with adjacently owned property zoned for multifamily uses to create a more developable tract.

Rezoning Review Criteria

1. Whether the proposal is consistent with the Comprehensive Plan:

The subject tract is designated on the Comprehensive Plan Future Land Use and Character Map as Urban. The Urban land use designation allows for an intense level of development activities. These areas are appropriate for a range of high-density residential development in various forms including townhomes, duplexes, and multi-family. The proposed zoning permits multi-family uses, allowing the property to be developed consistent with the Comprehensive Plan.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The proposed zoning allows for a variety of high-density residential uses including townhomes and multi-family, both of which would be appropriate due to the property’s proximity to other similar uses. The intent of the rezoning is to incorporate this property into the adjacent R-6 High Density Multi-Family area to the east and south and more specifically, to consolidate it with the adjacent R-6-zoned property to increase development options on the site.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

While the subject property is suitable for the duplex use that is currently allowed, the size of the property (0.3 acres) will be a limiting factor in its ability to develop with a more intense use. Duplexes require conformance with some development standards such as parking lot setbacks and minor landscaping, but if there are more dwelling units, the development will have to meet more intense site planning requirements that a lot of this size will likely not be able to provide. Property consolidation with adjacent R-6-zoned land could create a building plot capable of supporting multi-family. The subject property is not in FEMA-designated floodplain.

4. Whether there is available water, sanitary sewer, storm water, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

Sanitary sewer service, water service, and fire flow are provided by College Station Utilities. The subject property generally drains to the south within the Bee Creek Drainage Basin and is not encumbered by FEMA Special Flood Hazard Area (SFHA). Detention is required with future development and would be addressed with the site plan. Drainage and all other infrastructure required with site development shall be designed and constructed in accordance with the B/CS Unified Design Guidelines.

The subject property has frontage to Pine Ridge Drive which is a local street with duplexes and fourplexes currently developed along it. A traffic impact analysis is not required for a property of this size as any change in use would not be anticipated to have a substantial impact on traffic.

5. The marketability of the property:

The property can be marketed for duplex use. The applicant is proposing to consolidate the subject lot with adjacent property already zoned for multi-family uses. This is anticipated to increase the marketability of the property.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Background Information
3. Vicinity Aerial and Small Area Maps
4. Future Land Use Map
5. Rezoning Map
6. Rezoning Exhibit
7. Applicant Supporting Information

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 D DUPLEX TO MF MULTI-FAMILY ON APPROXIMATELY .3 ACRES OF LAND LOCATED AT 1531 PINE RIDGE DRIVE AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”**, and **Exhibit “B”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this 22nd day of July, 2021.

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 as follows:

The following property is rezoned from D Duplex to MF Multi-Family:

FIELD NOTES
0.296 ACRES

Being all that certain tract or parcel of land lying and being situated in the CRAWFORD BURNETT LEAGUE, Abstract No. 7, in College Station, Brazos County, Texas and being all of Lot 16, Block 1, PARKWAY PLAZA, PHASE FIVE according to the Final Plat recorded in Volume 372, Page 751 of the Brazos County Deed Records (B.C.D.R.) being part of the same tract of land described in the deed from 1531 Pine Ridge A-B, A Series Established by Behrend Investments, LLC, a Texas Series Liability Company to Blue Prospect Investors, LLC recorded in Volume 16310, Page 5 of the Official Records of Brazos County, Texas (O.R.B.C.), said tract and being more particularly described by metes and bounds as follows:

Beginning at a found 1/2-inch iron rod marking the southeast corner of said Lot 16 and the west corner of Lot 1, Block 1, PARKWAY PLAZA, PHASE FOUR according to the Final Plat recorded in Volume 373, Page 749 (B.C.D.R.) and being in the northeast right-of-way line of Pine Ridge Drive (based on a 50-foot width);

THENCE: 60.06 feet, along the northeast right-of-way line of said Pine Ridge Drive and in a counter clockwise direction along the arc of a curve having a central angle of 08°31'25", a radius of 403.72 feet, a tangent of 30.09 feet and a long chord bearing N 73°35'48" W at a distance of 60.01 feet to found 1/2-inch iron rod marking the southwest corner of said Lot 16 and the southeast corner of Lot 15 of said PARKWAY PLAZA, PHASE FIVE;

THENCE: N 12°08'29" E departing said right-of-way line and along the common line of said Lots 15 and 16 for a distance of 119.40 feet to a found 1/2-inch iron rod marking the northwest corner of Lot 16, the northeast corner of Lot 15 and being the in the south line PARKWAY PLAZA, PHASE EIGHT according to the Final Plat recorded in Volume 429, Page 431 (B.C.D.R.);

THENCE: along the common line of said Lot 16 and said PARKWAY PLAZA, PHASE EIGHT for the following two (2) calls:

- 1) S 89°25'18" E for a distance of 59.67 feet to a found 1/2-inch iron rod, and
- 2) S 83°58'34" E for a distance of 80.00 feet to a found 1/2-inch iron marking the northeast corner of said Lot 16 and the northwest corner of Lot 1;

THENCE: S 40°34'42" W along the common line of said Lots 16 and 1 for a distance of 164.15 feet to the POINT OF BEGINNING and containing 0.296 acres (12,913.5 square feet) of land.

I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on February, 2020.



Exhibit B



BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: July 1, 2021
Advertised Council Hearing Date: July 22, 2021

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

None

Property owner notices mailed: 17

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: One at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Urban	R-4 Multi-Family	Apartment complex
South (across Pine Ridge Drive)	Urban	R-6 High Density Multi-Family	Fourplex
East	Urban	R-6 High Density Multi-Family	Fourplex
West	Urban	D-Duplex	Duplex

DEVELOPMENT HISTORY

Annexation: A portion of the property was annexed in 1967 and the remainder in 1969

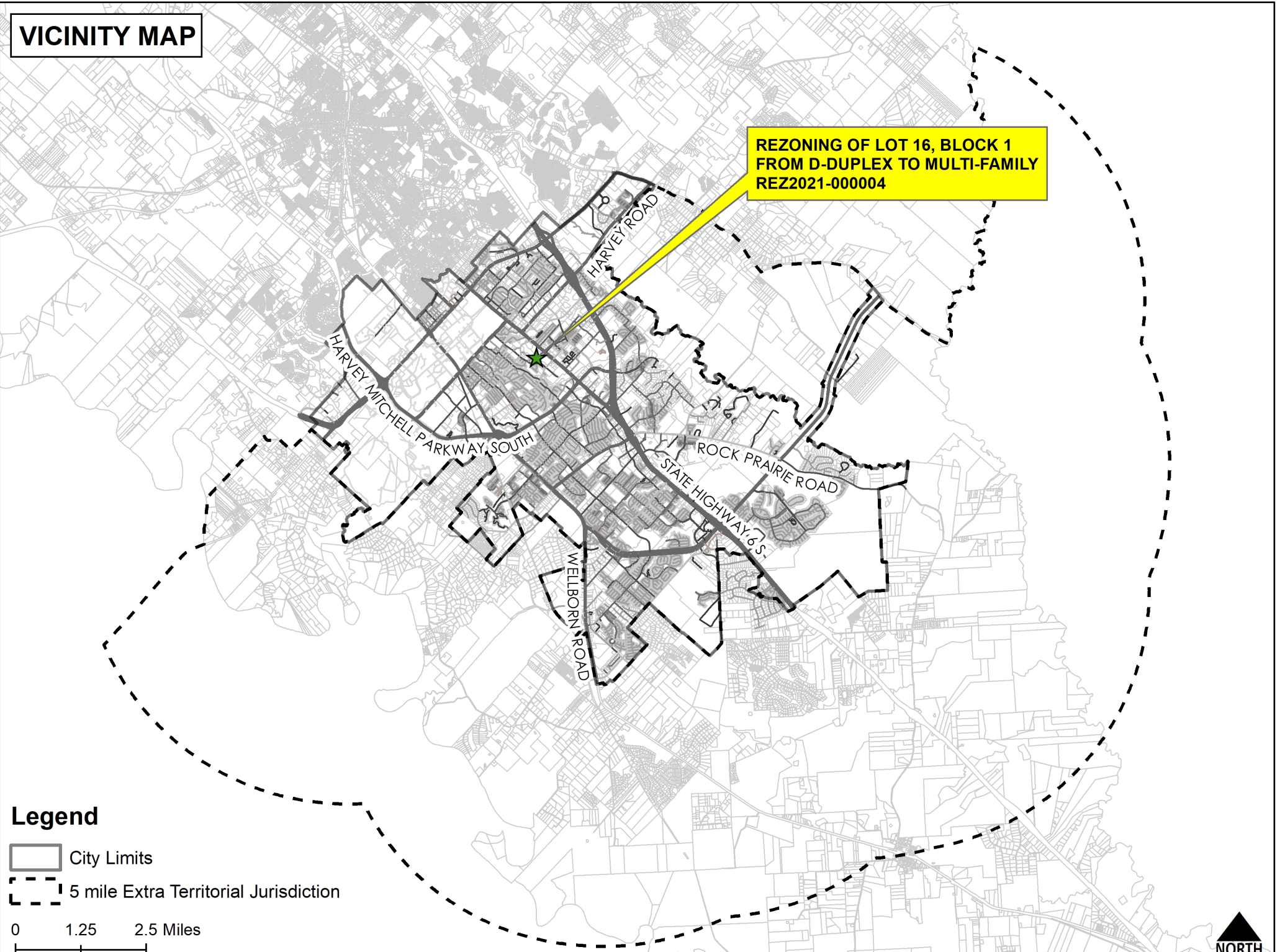
Zoning: A-O Agricultural Open upon annexation
1974 – A-O Agricultural Open to R-3 Townhouse
1977 – R-3 Townhouse to R-2 Duplex Residential
2013 – R-2 Duplex Residential renamed D Duplex

Final Plat: 1977 - Parkway Plaza Phase 5

Site development: Duplex

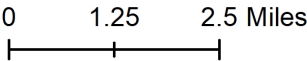
VICINITY MAP

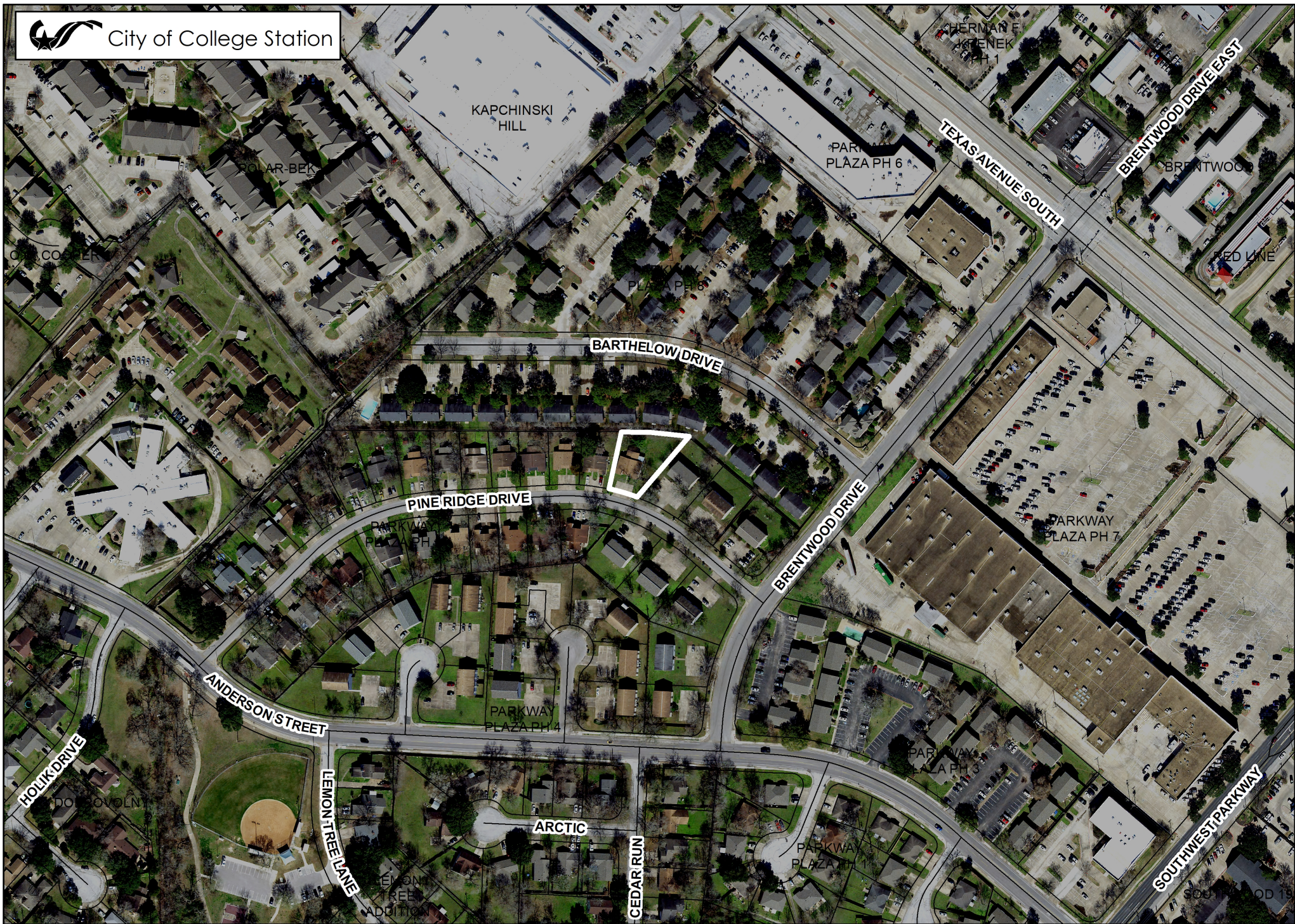
REZONING OF LOT 16, BLOCK 1
FROM D-DUPLEX TO MULTI-FAMILY
REZ2021-000004



Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction



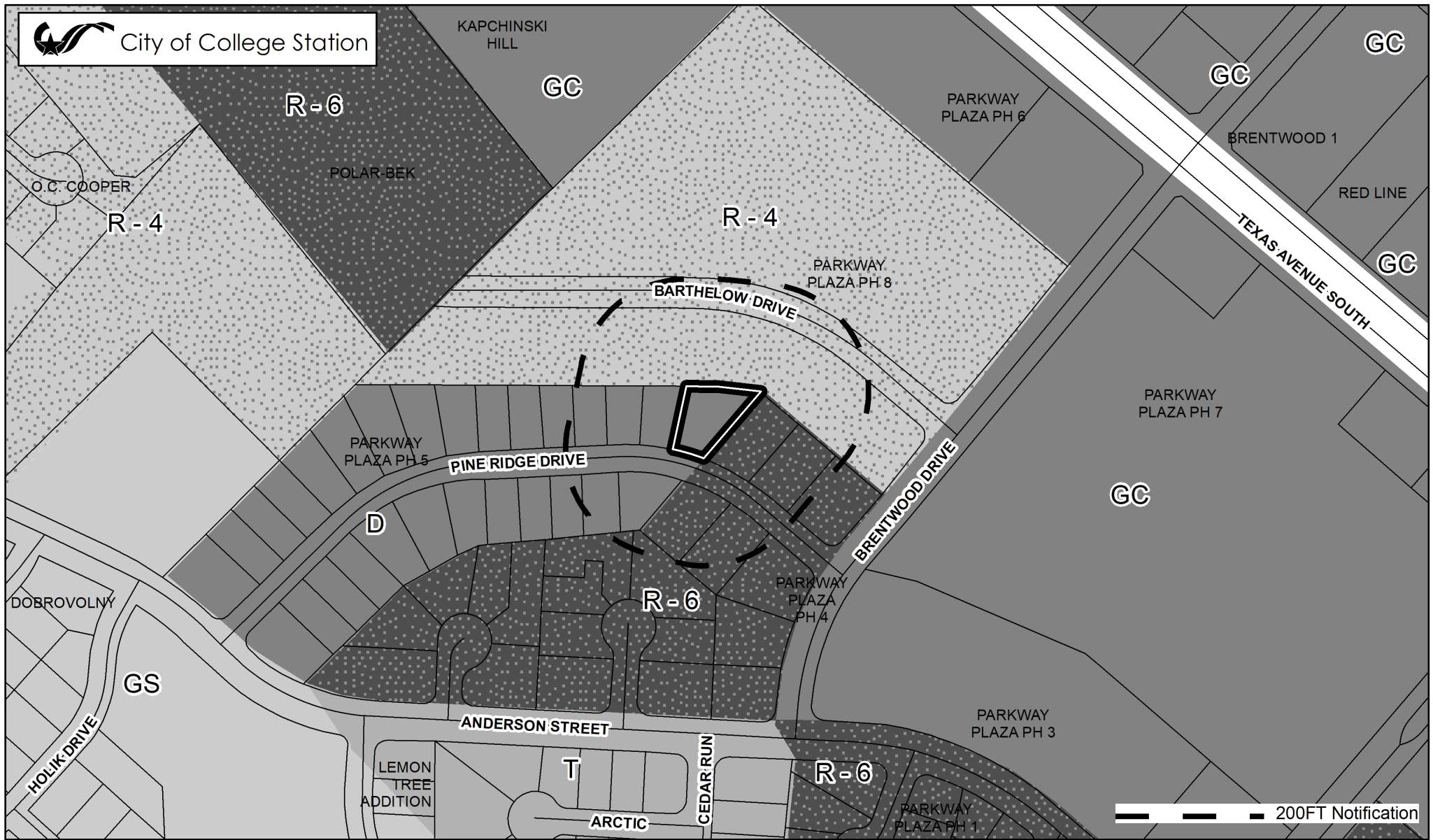


0 255 510 Feet

**REZONING OF LOT 16, BLOCK 1
FROM D-DUPLEX TO MULTI-FAMILY**

Case:
REZ2021-000004

REZONING



ZONING DISTRICTS (In Grayscale)

Residential		
R	Rural	MF Multi-Family
WE	Wellborn Estate	MU Mixed-Use
E	Estate	MHP Manufactured Home Pk.
WRS	Wellborn Restricted Suburban	
RS	Restricted Suburban	
GS	General Suburban	
D	Duplex	
T	Townhome	

Non-Residential

NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

Planned Districts

P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts

WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

Overlay Districts

OV	Corridor Ovr.
RDD	Redevelopment District
KO	Krenek Tap Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

Retired Districts

R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial



0 255 510 Feet

**REZONING OF LOT 16, BLOCK 1
FROM D-DUPLEX TO MULTI-FAMILY**

Case:
REZ2021-000004

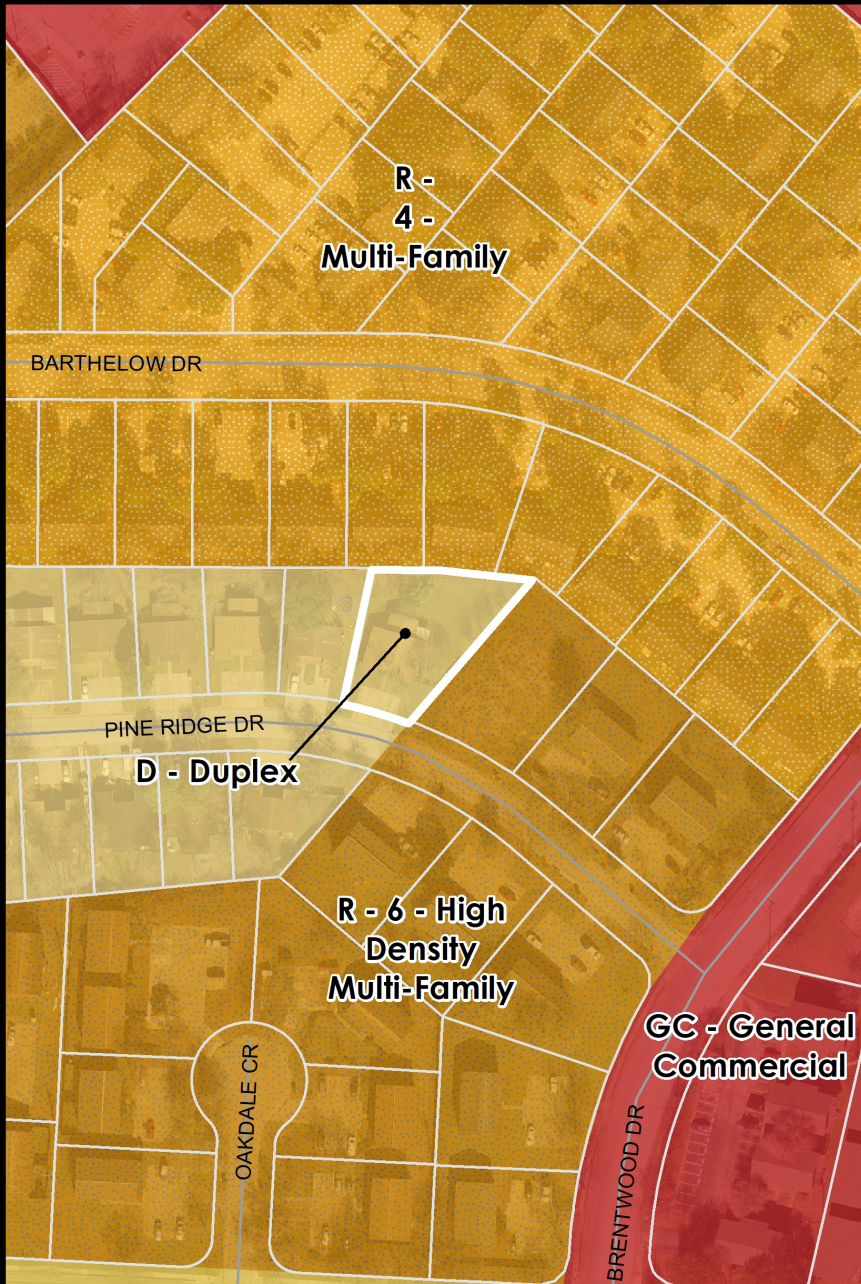
REZONING

EXISTING

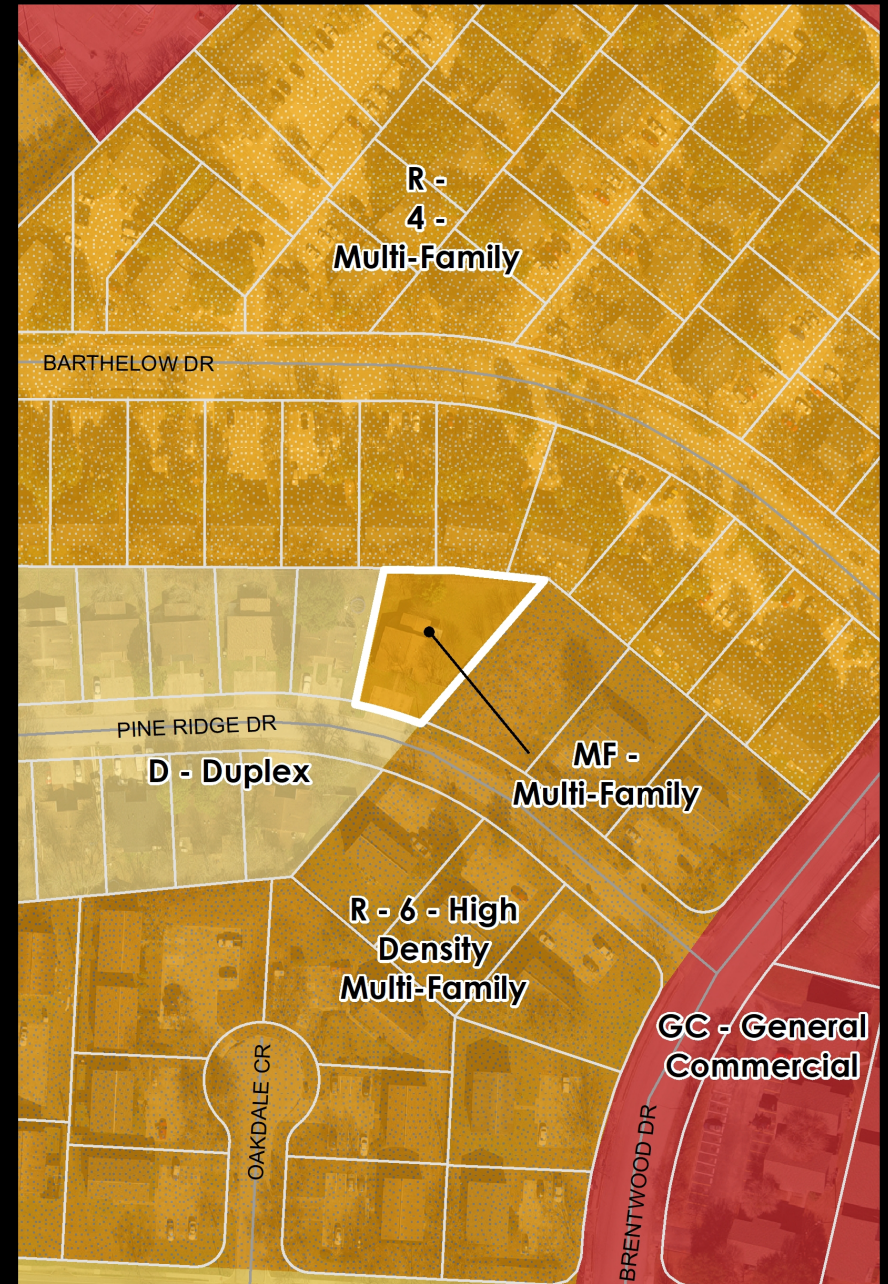
Future Land Use

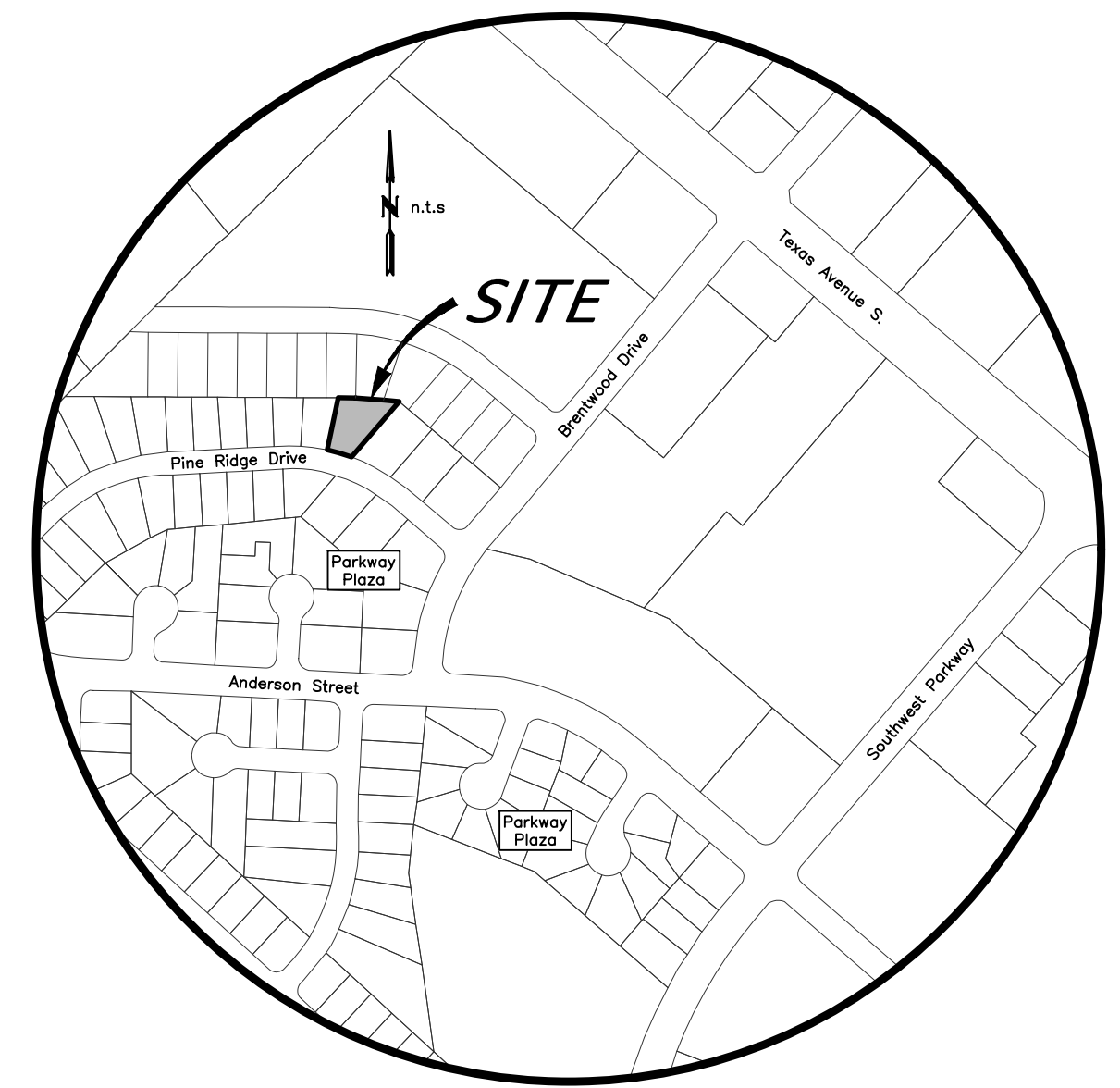
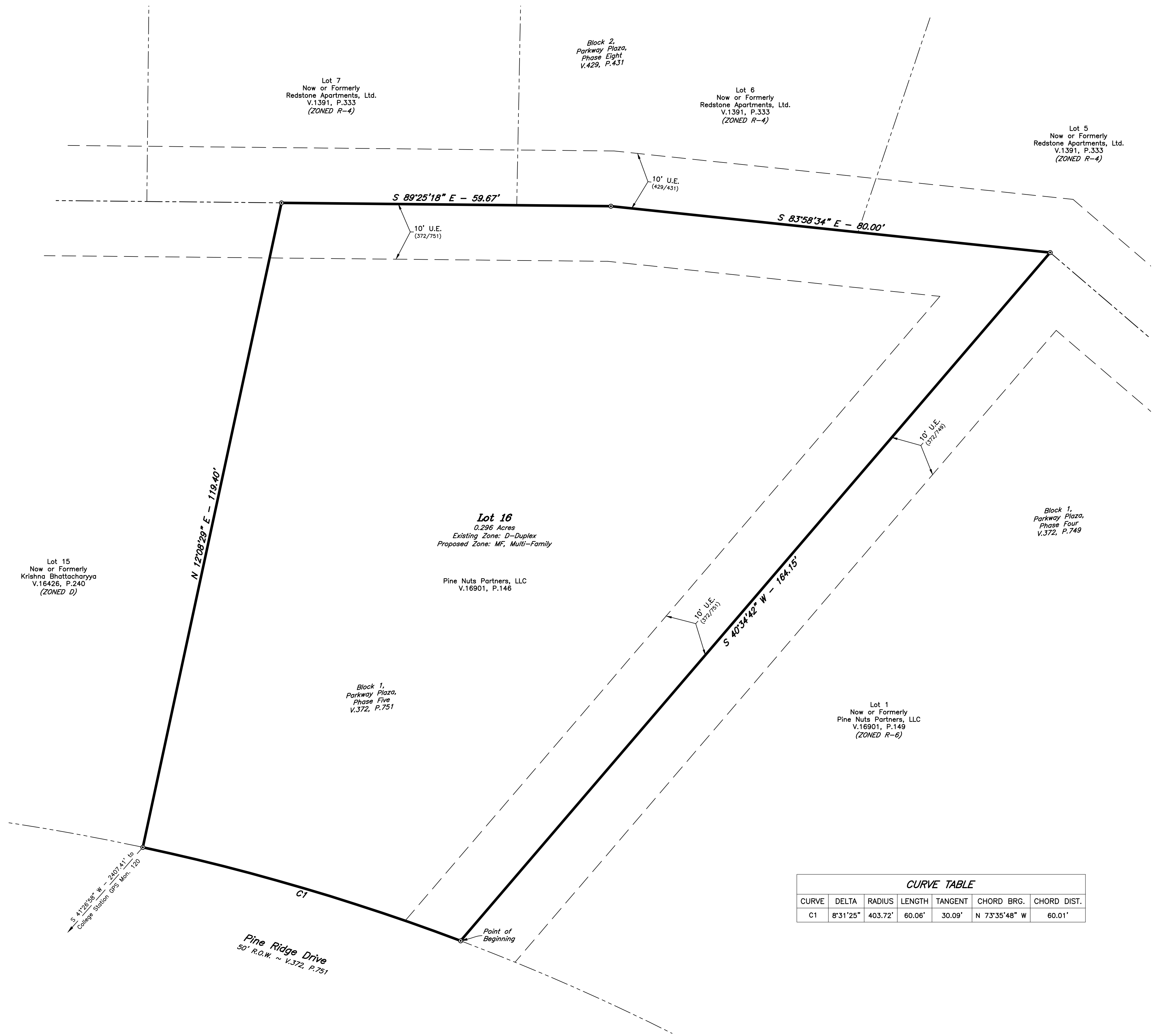


EXISTING Zoning



PROPOSED Zoning





VICINITY MAP

- GENERAL NOTES:
1. ORIGIN OF BEARING SYSTEM: The bearing system is based on Grid North, Texas State Plane Coordinate System, Central Zone, NAD83. The actual measured distance to the monuments are consistent with the Final Plat of College Heights, recorded in Volume 372, Page 571, Deed Records of Brazos County, Texas.
 2. According to the F.E.M.A. Flood Insurance Rate Map for Brazos County, Texas and Incorporated Areas, Map No. 48041C0305F, Map Revised April 2, 2014, no portion of this property is located within the 100 year Special Flood Hazard Area.

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BRG.	CHORD DIST.
C1	8°31'25"	403.72'	60.06'	30.09'	N 73°35'48" W	60.01'

REZONING MAP

PARKWAY PLAZA
PHASE 5
Block 1, Lot 16
0.296 ACRES
CRAWFORD BURNETT LEAGUE, A-7
COLLEGE STATION, BRAZOS COUNTY, TEXAS
FEBRUARY, 2021
SCALE: 1" = 10'

Owner:
Pine Nuts Partners, LLC
543 William D. Fitch Pkwy, Ste. 115
College Station, TX 77845

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

Texas Firm Registration No. 10103300

10000442-rz.dwg

Page 217 of 237



REZONING APPLICATION SUPPORTING INFORMATION

Name of Project: REZONING OF LOT 16, BLOCK 1 FROM D-DUPLEX TO MULTI-FAMILY

Address: 1531 PINE RIDGE DR

Legal Description: PARKWAY PLAZA PH 5, BLOCK 1, LOT 16

Total Acreage: 0.296

Applicant:: MCCLURE AND BROWNE

Property Owner: BLUE PROSPECT INVESTORS LLC

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

High demand for rental property and high land values have driven a demand for higher density properties in this area.

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

This property is identified as Urban on the Land Use Map.

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

The development of the area and higher densities needed in the rental community have made the Duplex designation not the best use for this site.

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

The property, when combined with the neighboring lot, will be able to comply with the proposed zoning district requirements.

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

The property, when combined with the neighboring lot, will be able to comply with the proposed zoning district requirements.

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

The property is marketable as is, but there is a higher and better use than the current use.

List any other reasons to support this zone change.

NA

July 22, 2021
Item No. 9.3.
Ordering November Election
(Ordenando Elecciones en Noviembre)

Sponsor: Tanya Smith, City Secretary, Carla Robinson, City Attorney

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an ordinance ordering a General and Special Election to be held on November 2, 2021 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, discusión, y posible acción acerca de una ordenanza que ordene Elecciones Generales y Especiales a celebrarse el 2 de noviembre de 2021 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 (buen gobierno)

Recommendation(s): (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 2, 2021 and provides a possible run-off date for December 7 or 14, 2021. (La ordenanza convoca a elecciones generales para celebrarse el 2 de noviembre de 2021 y proporciona una fecha posible de segunda vuelta para el 7 or 14 de diciembre de 2021.)

Budget & Financial Summary: (Presupuesto y Resumen Financiero): The Election Administrator provided a conservative estimate of \$90,000 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 \$90,000 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:

1. Charter Amendment ORD Ordering November 2021 General and Special Election CAR Draft 070821 TS CAR
2. Spanish - Charter Amendment ORD Ordering November 2021 General and Special Election CAR Draft 070821 TS CAR

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A GENERAL AND SPECIAL ELECTION TO BE HELD ON NOVEMBER 2, 2021, FOR THE PURPOSE OF ELECTING A CITY COUNCILMEMBER, PLACE 4, A CITY COUNCILMEMBER, PLACE 6; AND TO SUBMIT PROPOSED AMENDMENTS TO THE CITY CHARTER TO THE QUALIFIED VOTERS OF THE CITY OF COLLEGE STATION; ESTABLISHING EARLY VOTING LOCATIONS AND POLLING PLACES FOR THIS ELECTION; AND MAKING PROVISIONS FOR CONDUCTING THE ELECTION.

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

SECTION 1. A general and special election is ordered to be held by the City of College Station (the “City”) at the various polling places and election precincts within the corporate limits of the City, as hereinafter designated, on November 2, 2021, from the hours of 7:00 a.m. to 7:00 p.m. This general and special election will be conducted jointly with Brazos County and will be administered for the City by the Brazos County Elections Administrator, but this general and special election is not a county-wide election. At this election the qualified voters of the City will elect City Councilmembers for Place 4 and 6, with each position having a term of three years. In addition, at this election, ballot propositions will be submitted to the qualified voters of the City for proposed amendments to the City Charter, in accordance with applicable provisions of the City Charter and State law.

SECTION 2. Should any candidate in the general election fail to receive a majority vote, then in that event a runoff election shall be ordered for every place in the general election to which no one was elected as required by Section 17 (d) of the City Charter, as amended. In the event it becomes necessary to conduct a runoff election, a runoff shall be not earlier than the 20th or later than the 45th day after the date the final canvass of the general election is completed. Canvass of the returns of the runoff election, if necessary, shall be held no earlier than the 8th day and no later than the 11th day following the date of the runoff election or on the next regular business day if the 11th day falls on a Saturday, Sunday or official state holiday.

SECTION 3. The following proposed text amendments will be submitted to the qualified voters of the City at the election, in accordance with Section 9.004 of the Texas Local Government Code and Section 131 of the College Station City Charter and other applicable laws [proposed deleted text is shown with ~~strikethroughs~~ and proposed added text is underlined.]:

AMENDMENT NO. 1

Shall Article XII (General Provisions), Section 116 (Personal Interest) of the College Station City Charter be amended to read as follows?

No member of the City Council shall have a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to, or purchase from, the City of any land, materials, supplies or services except on behalf of the City; provided, however, that the provisions of this section shall only be applicable when the stock owned by the member of City Council exceeds one percent (1%) of the total capital stock of the corporation. Any violation of this section with the

knowledge express or implied of the person or corporation contracting with the City shall render the contract voidable by the City Council or City Manager.

Personal Interest

~~Section 116. Members of the City Council and officers or employees of the City shall comply with state law pertaining to conflicts of interest of local government officials, including TEXAS LOCAL GOVERNMENT CODE, Chapter 171. No member of the City Council shall have a financial interest direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested directly or indirectly in the sale to, or purchase from, the City of any land, materials, supplies or services except on behalf of the City; provided, however, that the provisions of this section shall only be applicable when the stock owned by the member of City Council exceeds one percent (1%) of the total capital stock of the corporation. Any violation of this section with the knowledge express or implied of the person or corporation contracting with the City shall render the contract voidable by the City Council or City Manager.~~

AMENDMENT NO. 2

Shall Article XII (General Provisions) of the College Station City Charter be amended to add a new section requiring City Council Members to both disclose any campaign contribution in excess of \$500.00 by filing an affidavit with the City Secretary and abstain from participating in and voting on any matter before the City Council if the matter before the City Council would materially benefit the campaign contributor or any business entity in which the campaign contributor has a substantial interest?

Campaign Contributions.

The acceptance of a campaign contribution in excess of five hundred dollars (\$500.00) by any City Council Member shall create a conflict of interest based on an appearance of impropriety with regard to any matter before the City Council that would materially benefit a campaign contributor or any business entity in which the campaign contributor has a substantial interest. Campaign contributions shall include loans, offsets to expenditures, and in-kind donations. For purposes of this section, a substantial interest in a business entity shall have the same meaning for campaign contributors as set out in TEXAS LOCAL GOVERNMENT CODE § 171.002 for local public officials. It shall be the responsibility of the campaign contributor, and not the City Council Member, to identify their substantial business interests impacted by this section.

Should a conflict of interest arise under this section, the conflicted City Council Member shall recuse themselves, stating the grounds for the conflict of interest on the record by filing an affidavit with the City Secretary, withdrawing from debate on the issue, excusing themselves from the meeting room while the item is being considered, and abstaining from the vote on the matter. The recusal requirement applies only to contributions made to the City Council Member for their current elected position and not to any prior elected positions held.

In the event a quorum cannot be obtained because of recusals pursuant to this section, abstention is not required, and the impacted City Council Members may remain in the meeting room and debate and vote on the matter as long as the nature of the conflict of interest is fully disclosed on the record.

AMENDMENT NO. 3

Shall Article III (The City Council), Section 17 (Number, Selection, Term), Subsection (d) of the College Station City Charter be amended to provide that the general election is to be held on the November uniform election date of each odd-numbered year instead of on the November uniform election date of each even-numbered year; and to provide a process to transition from even-numbered election years to odd-numbered election years?

Number, Selection, Term

Section 17.

~~(d) The following election process is established to transition from three (3) year terms to four (4) year terms to be elected at the general election held in November of even-numbered years. In 2019, the positions of Mayor and Council Member Place 2 shall be elected at the general election and shall serve three (3) year terms or until their successor has been elected and duly qualified. In 2020, the position of Council Member Place 1 shall be elected at the general election and shall serve a two (2) year term or until their successor has been elected and duly qualified. Thereafter, beginning in 2022, the positions of Mayor and Council Member Place 1 and Place 2 shall be elected at the general election and shall serve four (4) year terms or until their successor has been elected and duly qualified. In 2021, the positions of Council Member Place 4 and Place 6 shall be elected at the general election to serve three (3) year terms or until their successor has been elected and duly qualified. Thereafter, in 2024, the positions of Council Member Place 3, Place 4, Place 5 and Place 6 shall be elected at the general election to serve four (4) year terms or until their successor has been elected and duly qualified. The general election is to be held on the November uniform election date of each odd-numbered year. The following election process is established to transition from general elections held in November of even-numbered years to general elections held in November of odd-numbered years. In 2022, the positions of Mayor and Council Members Place 1 and Place 2 shall be elected at the general election held in November and shall serve three (3) year terms or until their successor has been elected and duly qualified. In 2024, the positions of Council Members Place 3, Place 4, Place 5, and Place 6 shall be elected at the general election held in November and shall serve three (3) year terms or until their successor has been elected and duly qualified. Beginning in 2025 and thereafter, the positions of Mayor and Council Members Place 1 and Place 2 shall be elected at the general election held in November and shall serve four (4) year terms or until their successor has been elected and duly qualified. Beginning in 2027 and thereafter, Council Members Place 3, Place 4, Place 5, and Place 6 shall be elected at the general election held in November and shall serve four (4) year terms or until their successor has been elected and duly qualified.~~

SECTION 4. The ballots for the City election will conform to the requirements of the Texas Election Code, and will have the measures described in Section 3 of this Ordinance stated as propositions as follows:

PROPOSITION NO. 1

FOR/AGAINST

Shall Article XII (General Provisions), Section 116 (Personal Interest) of the College Station City Charter be amended to read as follows?

No member of the City Council shall have a financial interest, direct or indirect, or by reason of ownership of

stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to, or purchase from, the City of any land, materials, supplies or services except on behalf of the City; provided, however, that the provisions of this section shall only be applicable when the stock owned by the member of City Council exceeds one percent (1%) of the total capital stock of the corporation. Any violation of this section with the knowledge express or implied of the person or corporation contracting with the City shall render the contract voidable by the City Council or City Manager.

PROPOSITION NO. 2

FOR/AGAINST

Shall Article XII (General Provisions) of the College Station City Charter be amended to add a new section requiring City Council Members to both disclose any campaign contribution in excess of \$500.00 by filing an affidavit with the City Secretary and abstain from participating in and voting on any matter before the City Council if the matter before the City Council would materially benefit the campaign contributor or any business entity in which the campaign contributor has a substantial interest?

PROPOSITION NO. 3

FOR/AGAINST

Shall Article III (The City Council), Section 17 (Number, Selection, Term), Subsection (d) of the College Station City Charter be amended to provide that the general election is to be held on the November uniform election date of each odd-numbered year instead of on the November uniform election date of each even-numbered year; and to provide a process to transition from even-numbered election years to odd-numbered election years?

SECTION 5. The Vote Centers (polling locations) for College Station for this election shall be as follows:

Vote Centers	Vote Centers
Arena Hall 2906 Tabor Road Bryan, Texas	Church of the Nazarene 2122 E William J Bryan Pkwy Bryan, Texas
Lincoln Center 1000 Eleanor College Station, Texas	Castle Heights Baptist Church 4504 E. Hwy 21 Bryan, Texas

Memorial Student Center (MSC) Texas A&M Campus, Room L526 College Station, Texas	First Baptist Church - Bryan 3100 Cambridge Drive Bryan, Texas
College Station ISD Administration Building 1812 Welsh College Station, Texas	Living Hope Baptist Church 4170 Texas 6 Frontage Rd College Station, Texas
Parkway Baptist Church 1501 Southwest Parkway College Station, Texas	Beacon Baptist Church 2001 East Villa Maria Road Bryan, Texas
Bob & Wanda Meyer Senior & Comm. Center 2275 Dartmouth St. College Station, Texas	A&M Church of Christ 2475 Earl Rudder Fwy S. College Station, Texas
Wellborn Baptist Church 14575 FM 2154 Rd College Station, Texas	Fellowship Freewill Baptist Church 1228 W. Villa Maria Road Bryan, Texas
Zion Church of Kurten 977 N. FM 2038 Kurten, Texas	College Station Utilities Meeting & Training Facility 1603 Graham Road College Station, Texas
Millican Community Center 22284 Pierce Street Millican, Texas	Christ United Methodist Church 4201 State Hwy 6 College Station, Texas
Brazos County Elections Admin 300 East Wm. J. Bryan Pkwy, Suite100 Bryan, Texas	Galilee Baptist Church 804 N. Logan Bryan, Texas
Bryan Ballroom 701 Palasota Dr. Bryan, Texas	College Heights Assembly of God 4100 Old College Rd. Bryan, Texas
St. Francis Episcopal Church 1101 Rock Prairie Rd College Station, Texas	Brazos Center 3232 Briarcrest Drive Bryan, Texas
Texas A&M College of Medicine 8447 Riverside Parkway Bryan, Texas	

SECTION 6. Joint early voting shall be conducted by personal appearance and by mail. The period for early voting by personal appearance for the general and special election shall be October 18 through October 29, 2021. Optical scan ballots shall be used for early voting by mail and direct recording electronic voting machines shall be used for early voting by personal appearance. The Early Voting Clerk for said elections shall be the Brazos County Elections Administrator. She shall determine the number of election workers to be hired and arrange for training of all election workers. Early voting by personal appearance for the general and special election shall be conducted jointly at the locations and on the following dates and times specified by the Brazos County Elections Administrator:

Main Voting Location - Brazos County Administration Office – 300 East Wm. J. Bryan Pkwy, Suite 100, Bryan, Texas
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Arena Hall – 2906 Tabor Road, Bryan, Texas
Galilee Baptist Church – 804 N. Logan, Bryan, Texas
College Station Utilities Meeting & Training Facility – 1603 Graham Road, College Station, Texas
Memorial Student Center (MSC) – Texas A&M University, Room L526, College Station, Texas

October 18 – October 22 8:00 am – 5:00 pm
(Monday – Friday)

October 23 8:00 am – 5:00 pm
(Saturday)

October 25 – October 27 8:00 am – 5:00 pm
(Monday - Wednesday)

October 28 – October 29 7:00 am – 7:00 pm
(Thursday - Friday)

SECTION 7. Early voting by mail ballot shall be conducted in accordance with applicable provisions of the Texas Election Code. The address of 300 E. William J Bryan, Suite 100, Bryan, Texas, shall be the early voting clerk's mailing address to which ballot applications and ballots voted by mail may be sent for the City.

SECTION 8. All early votes and other votes to be processed in accordance with early voting procedures pursuant to the Texas Election Code shall be delivered to the Early Voting Ballot Board at the Brazos County Election Administrator's office. Early votes shall be counted at the central counting station. The Early Voting Ballot Board shall perform in accordance with applicable provisions of the Election Code.

SECTION 9. A Direct Record Electronic ("DRE") System, as the term is defined in the Texas Election Code, shall be utilized in connection with the election. This system shall be utilized for all early voting as well as for all precinct voting conducted on Election Day. The Brazos County Elections Administrator will appoint a programmer, who shall prepare a program for the automatic tabulating equipment. Ample voting equipment shall be provided for early voting and in each of the various precincts on Election Day. The central counting station is established as the Brazos County Election Administrator's Office, 300 E. William J Bryan, Suite 100, Bryan.

SECTION 10. The Brazos County Elections Administrator will appoint the Early Voting Ballot Board, a Presiding Judge of the Central Counting Station, a Tabulation Supervisor of the Central Counting Station, and a Central Counting Station Manager, which can be contacted at thancock@brazoscountytexas.gov.

SECTION 11. The election will be held in accordance with the provisions of the Charter and Ordinances of the City of College Station and the laws of the State of Texas.

SECTION 12. Notice of the election, including a Spanish translation thereof, will be published at least once in a newspaper published in College Station on or after October 6, 2021, and on or before October 13, 2021, and will be posted on the bulletin board at City Hall on or before September 27, 2021.

SECTION 13. A writ of election as required by the Texas Election Code will be delivered on or before October 18, 2021, by the Brazos County Elections Administrator to the presiding and alternate judges of each election precinct in which the election is ordered to be held.

SECTION 14. Testing of the automatic tabulating equipment will be performed and notice thereof will be given in accordance with Subchapter D of Chapter 127 of the Texas Election Code.

SECTION 15. If any portion of this Ordinance is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect.

SECTION 16. That this ordinance shall be effective immediately upon adoption.

APPROVED AND ADOPTED by the City Council of the City of College Station this 22nd day of July, 2021.

CITY OF COLLEGE STATION:

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

APPROVED AS TO FORM:

Carla A. Robinson, City Attorney

ORDINANCE NO. _____

UNA ORDENANZA AUTORIZANDO ELECCIONES GENERALES Y ESPECIALES A CELEBRARSE EL 2 DE NOVIEMBRE DE 2021, CON EL PROPÓSITO DE ELEGIR A UN MIEMBRO DEL CONSEJO DE LA CIUDAD PARA EL PUESTO NÚMERO 4, UN MIEMBRO DEL CONSEJO DE LA CIUDAD PARA EL PUESTO NÚMERO 6; Y PARA PRESENTARLES A LOS VOTANTES CALIFICADOS DE LA CIUDAD DE COLLEGE STATION LAS ENMIENDAS PROPUESTAS A LA ESCRITURA DE CONSTITUCIÓN; ESTABLECIENDO LOS CENTROS DE VOTACIONES TEMPRANAS Y SITIOS DE VOTACIONES PARA ESTAS ELECCIONES; Y LOS ARREGLOS NECESARIOS PARA DIRIGIR LAS ELECCIONES

POR LO TANTO, EL CONSEJO DE LA CIUDAD DE COLLEGE STATION DISPONE LO SIGUIENTE:

SECCIÓN 1. Se ordenan elecciones generales y especiales a celebrarse para la Ciudad de College Station (la “Ciudad”) en los diferentes centros de votaciones y distritos electorales dentro de los límites corporativos de la Ciudad, como se designa en este documento, el 2 de noviembre de 2021 de las 7:00 a.m. a las 7:00 p.m. Estas elecciones generales y especiales se celebrarán conjuntamente con el Condado de Brazos, y serán administradas para la Ciudad por el Administrador de Elecciones del Condado de Brazos; pero estas elecciones generales y especiales no serán elecciones para todo el condado. En estas elecciones, los votantes calificados de la Ciudad elegirán Miembro del Consejo de la Ciudad para el Puesto número 4 y 6, con un término de tres años para cada puesto. Además, en estas elecciones, se presentarán boletas a los votantes calificados de la Ciudad para las enmiendas propuestas a la Escritura de Constitución de la Ciudad de acuerdo con las provisiones aplicables de la Escritura de Constitución y de la ley del Estado.

SECCIÓN 2. Si algún candidato en las elecciones generales no recibiese una mayoría de votos, entonces en esa ocasión se ordenarán elecciones de segunda vuelta para cada puesto en las elecciones generales en las cuales nadie fue elegido como se requiere en la Sección 17 (d) de la Escritura de Constitución de la Ciudad, según la enmienda. En caso fuese necesario realizar elecciones de segunda vuelta, éstas no se celebrarán antes de 20 días ni más de 45 días después de la fecha de completar el sondeo final de las elecciones generales. El escrutinio de los votos de las elecciones de segunda vuelta, si fuese necesario, no se podrán realizar antes del 8º día ni pasarse del 11º día después de la fecha de las elecciones de segunda vuelta o en el siguiente día laboral si el 11º día cae en sábado, domingo o feriado oficial del estado

SECCIÓN 3. El siguiente texto propuesto de enmienda les será presentado a los votantes calificados de la Ciudad en las elecciones, de acuerdo con la Sección 9.004 del Código de Gobierno Local de Texas y la Sección 131 de la Escritura de Constitución de la Ciudad de College Station y otras leyes aplicables [el texto propuesto borrado se muestra con ~~tachado con una línea~~ y el texto propuesto para agregar se muestra subrayado.]:

ENMIENDA NÚMERO 1

¿Deberá el Artículo XII (Provisiones Generales), Sección 116 (Intereses Personales) de la Escritura de Constitución de la Ciudad de College Station, ser enmendado para que se lea como sigue?

Ningún miembro del Consejo de la Ciudad podrá tener intereses financieros, directos o indirectos, o por razón de poseer acciones en cualquier corporación, en cualquier contrato con la Ciudad, o

tener intereses financieros, directos o indirectos, en la compra o en la venta de propiedad, materiales o servicios de la Ciudad, excepto por parte de la Ciudad; a pesar de ello, las provisiones de esta sección solamente serán aplicables cuando las acciones que posea el miembro del Consejo de la Ciudad excedan al uno por ciento (1%) del capital total de las acciones de la corporación. El Consejo de la Ciudad o el Administrador municipal anulará el contrato al violar esta sección, con el conocimiento explícito o implícito de la persona o corporación contratando con la Ciudad.

Personal Interest

Sección 116. Los miembros del Concejo Municipal y los funcionarios o empleados de la Ciudad deberán cumplir con la ley estatal relacionada con los conflictos de intereses de los funcionarios del gobierno local, incluido el CÓDIGO DE GOBIERNO LOCAL DE TEXAS, Capítulo 171. Ningún miembro del Consejo de la Ciudad podrá tener intereses financieros, directos o indirectos, o por razón de poseer acciones en cualquier corporación, en cualquier contrato con la Ciudad, o tener intereses financieros, directos o indirectos, en la compra o en la venta de propiedad, materiales o servicios de la Ciudad, excepto por parte de la Ciudad; a pesar de ello, las provisiones de esta sección solamente serán aplicables cuando las acciones que posea el miembro del Consejo de la Ciudad excedan al uno por ciento (1%) del capital total de las acciones de la corporación. El Consejo de la Ciudad o el Administrador municipal anulará el contrato al violar esta sección, con el conocimiento explícito o implícito de la persona o corporación contratando con la Ciudad.

ENMIENDA NÚMERO 2

¿Deberá el Artículo XII (Provisiones Generales), de la Escritura de Constitución de la Ciudad de College Station, ser enmendado para agregar una nueva sección que requiera que los Miembros del Consejo de la Ciudad deban divulgar cualquier contribución de campaña que exceda \$500.00 al entregar una declaración jurada al Secretario de la Ciudad y abstenerse de participar y votar sobre cualquier asunto presentada ante el Consejo de la Ciudad si el asunto ante el Consejo de la Ciudad le beneficiaría al donante de la campaña o a cualquier entidad comercial en el cual el donante de la campaña tenga un interés sustancial?

Contribuciones de Campaña.

La aceptación de una contribución de campaña que exceda los quinientos dólares (\$500.00) por cualquier Miembro del Consejo de la Ciudad creará un conflicto de intereses basado en la apariencia de ser deshonesto en relación al asunto ante el Consejo de la Ciudad que le beneficiaría materialmente al donante de campaña o a cualquier entidad comercial en el cual el donante de la campaña tenga un interés sustancial. Las contribuciones de campaña incluirán préstamos, contrarrestos de gastos, y donaciones en especie. Para propósitos de esta sección, un interés sustancial en una entidad comercial tendrá el mismo significado para los donantes de campaña como lo indica el CÓDIGO DE GOBIERNO LOCAL DE TEXAS § 171.002 para funcionarios públicos. Será la responsabilidad del donante de contribuciones y no del Miembro del Consejo de la Ciudad identificar el interés comercial sustancial afectado por esta sección.

Si sucede un conflicto de intereses bajo esta sección, el Miembro del Consejo de la Ciudad afectado se recusará, indicando oficialmente el motivo del conflicto de intereses al entregar una declaración jurada al Secretario de la Ciudad, retirándose del debate sobre ese asunto, escusándose del salón de la reunión mientras se considera el asunto y absteniéndose de votar sobre el asunto mencionado. Recusarse aplica solamente a las contribuciones realizadas hacia el Miembro del Consejo de la Ciudad en el puesto electo actual y no aplica a puestos elegidos con anterioridad.

En caso no se obtenga un quórum debido a recusaciones conforme esta sección, entonces no se requerirá la abstención y el Miembro del Consejo de la Ciudad afectado podrá permanecer en el salón de la reunión y discutir y votar sobre el conflicto de intereses, siempre y cuando se divulgue oficialmente y en su totalidad la naturaleza del asunto.

ENMIENDA NÚMERO 3

¿Deberá el Artículo III (El Consejo de la Ciudad), Sección 17 (Número, Selección, Término),

Subsección (d) de la Escritura de Constitución de la Ciudad de College Station ser enmendado para indicar que las elecciones generales se celebren en la fecha de elecciones uniforme de Noviembre de cada año impar en vez de la fecha de elecciones uniforme de Noviembre de cada año par; y para proporcionar un proceso de transición de años de elecciones pares a años de elecciones impares?

Número, Selección, Término

Section 17.

~~(d) El siguiente proceso de elección se establece para la transición de períodos de tres (3) años a períodos de cuatro (4) años para ser elegido en la elección general celebrada en noviembre de los años pares. En 2019, los cargos de Alcalde y Miembro del Consejo Lugar 2 serán elegidos en la elección general y servirán términos de tres (3) años o hasta que su sucesor haya sido elegido y debidamente calificado. En 2020, el puesto de Miembro del Consejo Lugar 1 se elegirá en las elecciones generales y servirá por un período de dos (2) años o hasta que su sucesor haya sido elegido y debidamente calificado. A partir de entonces, a partir de 2022, los cargos de Alcalde y Miembro del Consejo Lugar 1 y Lugar 2 serán elegidos en la elección general y servirán términos de cuatro (4) años o hasta que su sucesor haya sido elegido y debidamente calificado. En 2021, los cargos de Miembro del Consejo Lugar 4 y Lugar 6 serán elegidos en la elección general para servir términos de tres (3) años o hasta que su sucesor haya sido elegido y debidamente calificado. A partir de entonces, en 2024, los cargos de Miembro del Consejo Lugar 3, Lugar 4, Lugar 5 y Lugar 6 serán elegidos en la elección general para servir términos de cuatro (4) años o hasta que su sucesor haya sido elegido y debidamente calificado. Las elecciones generales se celebran en la fecha de elecciones uniforme de noviembre de cada año impar. El siguiente proceso de elecciones se establece para realizar la transición de elecciones generales celebradas en Noviembre de años pares a elecciones generales celebradas en Noviembre de años impares. En el 2022, los puestos de Alcalde y Miembro del Consejo Puesto números 1 y Puesto número 2 se elegirán en las elecciones generales celebradas en Noviembre y servirán términos de tres (3) años o hasta que su sucesor haya sido electo y debidamente calificado. En el 2024, los puestos de Miembros del Consejo Puesto 3, Puesto 4, Puesto 5 y Puesto 6 serán elegidos en las elecciones generales celebradas en noviembre y servirán términos de tres (3) años o hasta que su sucesor haya sido electo y debidamente calificado. Comenzando en el 2025 y en años subsiguientes, los puestos de Alcalde y Miembro del Consejo Puesto números 1 y Puesto número 2 se elegirán en las elecciones generales celebradas en noviembre y servirán términos de cuatro (4) años o hasta que su sucesor haya sido electo y debidamente calificado. Comenzando en el 2027 y en años subsiguientes, los puestos de Miembros del Consejo Puesto 3, Puesto 4, Puesto 5 y Puesto 6 serán elegidos en las elecciones generales celebradas en noviembre y servirán términos de cuatro (4) años o hasta que su sucesor haya sido electo y debidamente calificado.~~

SECCIÓN 4. Las boletas de elecciones para la Ciudad se conformarán a los requisitos del Código de Elecciones de Texas, y contendrán las medidas descritas en la Sección 3 de esta Ordenanza indicados como propuestas como sigue:

PROPUESTA NÚMERO 1

A FAVOR/EN CONTRA

¿Deberá el Artículo XII (Provisiones Generales), Sección 116 (Intereses Personales) de la Escritura de Constitución de la Ciudad de College Station, ser enmendado para que se lea como sigue?

Ningún miembro del Consejo de la Ciudad podrá tener intereses financieros, directos o indirectos, o por razón de poseer acciones en cualquier corporación, en cualquier contrato con la Ciudad, o tener intereses financieros, directos o indirectos, en la compra o en la venta de propiedad, materiales o servicios de la Ciudad, excepto por parte de la Ciudad; a pesar de ello, las provisiones de esta sección solamente serán aplicables cuando las acciones que posea el miembro del Consejo de la Ciudad excedan al uno por ciento (1%) del capital total de las acciones de la corporación. El Consejo de la Ciudad o el Administrador municipal anulará el contrato al violar esta sección, con el conocimiento explícito o implícito de la persona o corporación contratando con la Ciudad.

PROPUESTA NÚMERO 2

A FAVOR/EN CONTRA

¿Deberá el Artículo XII (Provisiones Generales), de la Escritura de Constitución de la Ciudad de College Station, ser enmendado para agregar una nueva sección que requiera que los Miembros del Consejo de la Ciudad deban divulgar cualquier contribución de campaña que exceda \$500.00 al entregar una declaración jurada al Secretario de la Ciudad y abstenerse de participar y votar sobre cualquier asunto presentada ante el Consejo de la Ciudad si el asunto ante el Consejo de la Ciudad le beneficiaría al donante de la campaña o a cualquier entidad comercial en el cual el donante de la campaña tenga un interés sustancial?

PROPUESTA NÚMERO 3

A FAVOR/EN CONTRA

¿Deberá el Artículo III (El Consejo de la Ciudad), Sección 17 (Número, Selección, Término), Subsección (d) de la Escritura de Constitución de la Ciudad de College Station ser enmendado para indicar que las elecciones generales se celebren en la fecha de elecciones uniforme de noviembre de cada año impar en vez de la fecha de elecciones uniforme de noviembre de cada año par; y para proporcionar un proceso de transición de años de elecciones pares a años de elecciones impares?

SECCIÓN 5. Los Centros de Votaciones (sitios de votaciones) para College Station para estas elecciones serán las siguientes

Centros de Votaciones	Centros de Votaciones
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Arena Hall [Salón Arena] 2906 Tabor Road Bryan, Texas	Church of the Nazarene [Iglesia del Nazareno] 2122 E William J Bryan Pkwy Bryan, Texas
Lincoln Center [Centro Lincoln] 1000 Eleanor College Station, Texas	Castle Heights Baptist Church [Iglesia Bautista Castle Heights] 4504 E. Hwy 21 Bryan, Texas
Memorial Student Center (MSC) [Centro Conmemorativo Estudiantil] Texas A&M Campus, Room L526 College Station, Texas	First Baptist Church - Bryan [Iglesia Bautista First Baptist en Bryan] 3100 Cambridge Drive Bryan, Texas
College Station ISD Administration Building [Edificio Administrativo del Distrito Escolar Independiente de College Station] 1812 Welsh College Station, Texas	Living Hope Baptist Church [Iglesia Bautista Living Hope] 4170 Texas 6 Frontage Rd College Station, Texas
Parkway Baptist Church [Iglesia Bautista Parkway] 1501 Southwest Parkway College Station, Texas	Beacon Baptist Church [Iglesia Bautista Beacon] 2001 East Villa Maria Road Bryan, Texas
Bob & Wanda Meyer Senior & Comm. Center [Centro comunitario y de personas de la tercera edad Bob & Wanda Meyer] 2275 Dartmouth St. College Station, Texas	A&M Church of Christ [Iglesia de Cristo de A&M] 2475 Earl Rudder Fwy S. College Station, Texas
Wellborn Baptist Church [Centro Comunitario de Wellborn] 14575 FM 2154 Rd College Station, Texas	Fellowship Freewill Baptist [Iglesia Bautista Fellowship Freewill] Church 1228 W. Villa Maria Road Bryan, Texas
Zion Church of Kurten [Iglesia Zion en Kurten] 977 N. FM 2038 Kurten, Texas	College Station Utilities Meeting & Training Facility [Edificio de Conferencias Capacitación de la Empresa Eléctrica de College Station] 1603 Graham Road College Station, Texas
Millican Community Center [Centro Comunitario de Millican] 22284 Pierce Street, Millican, Texas	Christ United Methodist Church [Iglesia Metodista Christ United] 4201 State Hwy 6, College Station, Texas
Brazos County Elections Admin [Edificio Administrativo del Condado de Brazos (Santuario)] 300 East Wm. J. Bryan Pkwy, Suite100 Bryan, Texas	Galilee Baptist Church [Iglesia Bautista Galilee] 804 N. Logan Bryan, Texas

Bryan Ballroom [Salón de baile de Bryan] 701 Palasota Dr. Bryan, Texas	College Heights Assembly of God [Iglesia Asamblea de Dios College Heights] 4100 Old College Rd. Bryan, Texas
St. Francis Episcopal Church [Iglesia Episcopal St. Francis] 1101 Rock Prairie Rd College Station, Texas	Brazos Center [Centro de Brazos] 3232 Briarcrest Drive Bryan, Texas
Texas A&M College of Medicine [Facultad de Medicina de Texas A&M] 8447 Riverside Parkway Bryan, Texas	

SECCIÓN 6. Las elecciones tempranas conjuntas se realizarán en persona y por correo. El período para las votaciones tempranas en persona para las elecciones generales y especiales será del 18 al 29 de octubre de 2021. Las boletas electorales de escaneo óptico serán utilizadas para las votaciones tempranas por correo y las máquinas electrónicas de registro directo serán utilizadas para las votaciones tempranas en persona. El Oficial de las Votaciones Tempranas para dichas elecciones será el Administrador de Elecciones del Condado de Brazos. Ella determinará el número de personas a contratar y hará los arreglos necesarios para la capacitación de todas las personas contratadas para trabajar en las elecciones. Las votaciones tempranas realizadas en persona para las elecciones generales y especiales serán dirigidas conjuntamente en los centros de votaciones y en las fechas y horarios señalados por el Administrador de Elecciones del Condado de Brazos. Se detalla como sigue:

Sitio Principal para las Votaciones - Brazos County Administration Office [Oficina Administrativo del Condado de Brazos] – 300 East Wm. J. Bryan Pkwy, Suite 100, Bryan, Texas
Arena Hall – [Salón Arena] 2906 Tabor Road, Bryan, Texas
Galilee Baptist Church – [Iglesia Bautista Galilee] 804 N. Logan, Bryan, Texas
College Station Utilities Meeting & Training Facility – [Edificio de Conferencias y Capacitación de la Empresa Eléctrica de College Station] 1603 Graham Road, College Station, Texas
Memorial Student Center (MSC) – [Centro Conmemorativo Estudiantil, (MSC, por sus siglas en el idioma inglés, Salón 526, Universidad de Texas A&M)] Texas A&M University, Room L526, College Station, Texas

Del 18-22 de octubre 8:00 am – 5:00 pm
(de lunes a viernes)

El 23 de octubre 8:00 am – 5:00 pm
(sábado)

Del 25–27 de octubre 8:00 am – 5:00 pm
(de lunes a miércoles)

Del 28-29 de octubre 7:00 am – 7:00 pm
(de jueves a viernes)

SECCIÓN 7. Las Elecciones Tempranas por correo serán dirigidas de acuerdo con las provisiones aplicables del Código de Elecciones de Texas. La dirección siguiente: 300 East William J. Bryan Pkwy, Suite 100, Bryan, Texas 77803, será la dirección de correo del oficial de elecciones tempranas a donde se podrán enviar las solicitudes y las boletas con votos emitidos por correo para la Ciudad.

SECCIÓN 8. Todos los votos anticipados y otros votos se procesarán de acuerdo con los procedimientos de las votaciones tempranas conforme al Código de Elecciones de Texas y serán entregados a la Junta de Boleta de Votaciones Tempranas en la oficina del Administrador de Elecciones del Condado de Brazos. Los votos anticipados serán contados en la estación central de conteo. La Junta de Boleta de Votaciones Tempranas desempeñará su cargo de acuerdo con las provisiones aplicables del Código de Elecciones.

SECCIÓN 9. Un Sistema Directo de Registro Electrónico (“DRE, por sus siglas en el idioma inglés”), como se define el término en el Código de Elecciones de Texas, será utilizado en conexión con estas elecciones. Este sistema será utilizado para todas las votaciones tempranas, así como también para todas las votaciones realizadas en los distritos el Día de las Elecciones. El Administrador de Elecciones del Condado de Brazos nombrará a un programador para preparar un programa para el equipo de tabulación automático. Se proporcionará suficiente equipo para votar en las votaciones tempranas, así como también en cada uno de los diferentes distritos electorales el Día de las Elecciones. La estación central de conteo se establecerá en la Oficina del Administrador de Elecciones del Condado, 300 E. William J Bryan, Suite 100, Bryan.

SECCIÓN 10. El Administrador de Elecciones del Condado de Brazos nombrará a la Junta de Boleta de Votaciones Tempranas, a un Juez que presida en la Estación Central de Conteo, a un Supervisor de Tabulación de la Estación Central de Conteo y a un Gerente de la Estación de Conteo, el cual se podrá contactar al correo thancock@brazoscountytexas.gov.

SECCIÓN 11. Las elecciones se celebrarán de acuerdo con las provisiones de los Estatutos y Ordenanzas de la Ciudad de College Station y con las leyes del Estado de Texas.

SECCIÓN 12. La Notificación de las Elecciones, incluyendo la respetiva traducción al idioma español, se publicará por lo menos una vez en un periódico publicado en College Station el día 6 de octubre de 2021 o después de esa fecha; y el día 13 de octubre de 2021 o antes de esa fecha. Además, se colocará en el tablero de avisos de la Municipalidad el día 27 de septiembre de 2021 o antes de esa fecha.

SECCIÓN 13. Una orden de elecciones, requerida por el Código de Elecciones de Texas, será entregada el día 18 de octubre de 2021 o antes de esa fecha, por el Administrador de Elecciones del Condado de Brazos al juez que preside y a los jueces alternos de cada distrito electoral en el cual se dispone celebrar elecciones.

SECCIÓN 14. Se harán las respectivas pruebas del equipo de tabulación automático y los resultados de dichas pruebas se entregarán y se harán saber de acuerdo con el Subcapítulo D del Capítulo 127 del Código de Elecciones de Texas.

SECCIÓN 15. Si alguna parte de esta Ordenanza se considera inválida por una corte de

jurisdicción competente, las provisiones restantes de esta Ordenanza permanecerán en plena vigencia y en efecto.

SECCIÓN 16. Que esta ordenanza entrará en efecto inmediatamente después de ser adoptada.

APROBADA Y ADOPTADA por el Consejo de la Ciudad de College Station el vigésimo Segundo (22) día del mes de julio de 2021.

CIUDAD DE COLLEGE STATION:

Karl Mooney, Alcalde

DOY FE:

Tanya Smith, Secretaria de la Ciudad

APROBADA EN CUANTO A FORMA:

Carla A. Robinson, Abogada de la Ciudad

July 22, 2021

Item No. 12.1.

Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Animal Shelter Board, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Census Committee Group, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:

None