



College Station, TX

Meeting Agenda

City Council - Amended

1101 Texas Ave, College Station, TX 77840

Internet: <https://zoom.us/j/96728393278>

*Phone: 888 475 4499 and Meeting ID: 967 2839 3278

December 9, 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. **Employee Recognition, Recognition of Employee of the Year Nominees, and Reception.**
3. **Executive Session is Closed to the Public and Will Be Held in the Administrative Conference Room. The Open Meeting Will Resume No Earlier Than 5:00 PM.**

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

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

Litigation

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

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:

- a. Property generally located in the southwest quadrant of Texas State Highway 6 and Harvey Road

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. Planning and Zoning Commission
- b. City Secretary
- c. Council Self Evaluation

Economic Incentive Negotiations {Gov't Code Section 551.087};

Possible action. The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) maybe discussed:

- a. Deliberation of an offer of economic incentives to a business prospect in the biocorridor area

4. Reconvene from Executive Session and Take Action, if Any.

5. 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.

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. 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.

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

- November 22, 2021 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM112221 DRAFT Minutes

- 7.2. Presentation, discussion, and possible action regarding adoption of the 2022 Annual Council Calendar.
Sponsors: Tanya Smith
Attachments: 1. 2022 Council Meeting Calendar ts
2. 2022 Council Meetings and Holidays-Year at a glance 3
- 7.3. Presentation, discussion, and possible action on an amendment to a Frontier Communications agreement for internet services not to exceed \$187,164.
Sponsors: Sam Rivera
Attachments: 1. Frontier
- 7.4. Presentation, discussion, and possible action regarding a resolution appointing Tradd Mills as the Emergency Management Coordinator and giving the Mayor authority to execute documents related to appointing the Emergency Management Coordinator.
Sponsors: Richard Mann
Attachments: 1. EMC Resolution 12-9-2021 (Tradd Mills)
2. TDEM-147_Nov-2020-1
- 7.5. Presentation, discussion, and possible action regarding a resolution and interlocal agreement renewing the annual reconfirmation and use of services and equipment to be provided by the City in the event of a radiological incident at the Texas A&M University Nuclear Science Center.
Sponsors: Richard Mann
Attachments: 1. TAMU Nuclear Science Resolution and ILA
- 7.6. Presentation, discussion, and possible action regarding adoption of a resolution consenting to the issuance of bonds by the Brazos County Municipal Utility District No. 1 in an amount not to exceed \$1,590,000 for road improvements (the "Bonds").
Sponsors: Mary Ellen Leonard
Attachments: 1. BCMUD #1 Resolution
- 7.7. Presentation, discussion, and possible action regarding the award of a contract to TransGard LLC for the purchase, delivery, and installation of animal deterrent fencing at two (2) electric substations for an amount not to exceed \$120,072.
Sponsors: Timothy Crabb
Attachments: 1. 22300117 Transgard Contract
2. Sole Source-Transgard
- 7.8. Presentation, discussion, and possible action regarding approval of the City's Annual Price Agreement for Meter Sockets for CSU Electric, with estimated annual expenditures through KBS Electrical Distributors, for an amount not to exceed \$103,608.70.
Sponsors: Mary Ellen Leonard
Attachments: 1. 22-010 Award For APA Electric Meter Sockets
- 7.9. Presentation, discussion, and possible action regarding approval of the City's Annual Price Agreement for Distribution Conductor for CSU Electric, with estimated annual expenditures through Techline Inc., for an amount not to exceed \$1,901,984.40.
Sponsors: Mary Ellen Leonard
Attachments: 1. 22-015 Distribution Conductor Award
- 7.10. Presentation, discussion, and possible action regarding approval of Change Order 1 for the City's annual price agreement with KBS Electrical Distributors, for electric warehouse inventory of

single-phase transformers in the amount of \$165,550 for an increase not to exceed total amount of \$820,090.

Sponsors: Mary Ellen Leonard

Attachments: 1. 21300747 KBS Chg Order 1 Price increase

- 7.11. Presentation, discussion, and possible action on approval of a Chapter 380 Economic Development Agreement between the City of College Station and FUJIFILM Diosynth Biotechnologies Texas, LLC regarding approximately 12.45 acres on Biomedical Way on Lot 2, Block 1 of Traditions Phase 23 filed in volume 11293 page 184 of the Official Deed Records of Brazos County, Texas.

Sponsors: Natalie Ruiz

Attachments: 1. Agreement on file with the City Secretary's Office

- 7.12. Presentation, discussion, and possible action regarding a purchase agreement for Security Camera Systems with Convergent for \$111,438.15 for Water Services facilities.

Sponsors: Gary Mechler

Attachments: 1. Convergent Quote

- 7.13. Presentation, discussion, and possible action regarding an ordinance amending Chapter 40, "Utilities," Article II "Water and Sewer Service," Division 4 "Industrial Waste," Section 40-163 "City of Bryan Wastewater" of the Code of Ordinances of the City of College Station, Texas, by amending Section 40-163 "City of Bryan Wastewater;" providing a severability clause; declaring a penalty; and providing an effective date.

Sponsors: Gary Mechler

Attachments: 1. COCS Ch. 40-163 Pre Treat Ord_11-18-2020-9
2. City of College Station Ordinance Amendment (Redline)
3. TCEQ Approval

- 7.14. Presentation, discussion, and possible action regarding the approval of three Master Agreements for Real Estate Appraisal Services: Allen, Williford & Seale, Inc.; CBRE, Inc.; S.T. Lovett & Associates in the amount not to exceed \$60,000 for each agreement.

Sponsors: Emily Fisher

Attachments: 1. Fee sheet from RFP #22-002 - Real Estate Appraisal Services - Allen, Williford & Seale, Inc
2. Fee sheet from RFP #22-002 - Real Estate Appraisal Services - CBRE
3. Fee sheet from RFP #22-002 - Real Estate Appraisal Services - S.T. Lovett & Associates

- 7.15. Presentation, discussion, and possible action regarding an amendment to the Development Agreement of the Brazos County Municipal Utility District No. 1 between the City of College Station, Texas and McAlister Opportunity Fund 2012, LP amending Exhibit "B" (the General Plan).

Sponsors: Molly Hitchcock

Attachments: 1. First Amendment to Development Agreement
2. Exhibit B General Plan
3. 2015 Exhibit B General Plan

8. Regular Items.

- 8.1. Presentation, discussion, and possible action regarding options for Egremont Court.

Sponsors: Emily Fisher

Attachments: None

- 8.2. Presentation, discussion, and possible action regarding approval of a construction contract for the Cemetery Sales & Maintenance Shop, with JaCody Construction, LP, in the amount of \$2,165,979.31.

Sponsors: Steve Wright

Attachments: 1. 22-001 Bid Tabulation
2. JaCody Const-Proposal for Cemetery Sales and Maintenance Shop

- 8.3. Presentation, discussion, and possible action regarding an appointment to the Brazos Central Appraisal District.

Sponsors: Ian Whittenton

Attachments: 1. Brazos Central Appraisal District Letter

- 8.4. Presentation, discussion, and possible action regarding appointments to the Joint Relief Funding Review Committee.

Sponsors: Ian Whittenton

Attachments: None

- 8.5. Presentation, discussion, and possible action regarding an ordinance consenting to and extending the Mayor's renewal of a disaster declaration due to public health emergency.

Sponsors: Bryan Woods

Attachments: 1. December 11 Disaster Declaration Renewal Ordinance

9. Council Calendar - Council May Discuss Upcoming Events.

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.

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

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

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.

13. 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 December 6, 2021 at 3:30 p.m.



City Secretary

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

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

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

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

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

December 9, 2021
Item No. 7.1.
Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC:

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

- November 22, 2021 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM112221 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
VIA TELECONFERENCE
CITY OF COLLEGE STATION
NOVEMBER 22, 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
Lisa McCracken, Records Management Administrator

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 4:00 p.m. on Thursday, November 22, 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 4:00 p.m. on November 22, 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; and
 - 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; and

- B. Consultation with attorney to receive legal advice; to wit:
 - Legal advice regarding impact fee service areas.
- C. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:
 - City Secretary
 - Council Self-Evaluation

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

Executive Session recessed at 5:00 p.m. No vote or action was taken in Executive Session.

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

5. Presentation - Proclamations, Awards, and Recognitions.

5.1 Mayor Mooney presented a proclamation to the City of Bryan to honor them for their 150th Birthday.

6. Hear Visitors Comments

Brian Watford, College Station, came before council representing a group to state that that he is the franchise owner of Sonic on Wellborn and Rock Prairie and over the past 3 years he has not been notified of any road closures or road work in that area. There were only a handful of businesses that received a notice, which were all on Rock Prairie. With this access road being closed it has caused some businesses to lose revenue, with Sonic and Exxon being just a few of them. Mr. Watford stated that he watched the traffic from 5 to 7 p.m. and only 11 cars came through because road cut through and access road is closed behind Exxon. He explained that if businesses were warned they could have prepared for this road closure and would like to see an item on the agenda that would being the cut through back.

Daniel Hernandez, College Station, came before Council to address Councilmember Maloney comments. He stated he is not here to attack Councilmember Maloney but the comments he made were offensive and not representative of him or the community.

Rene Ramirez, College Station, stated that he is not a personal friend of Councilmember Maloney but has worked with him and he supports him. He stated that everyone has made questionable comments before but Mr. Maloney's action and how he supports the citizens speaks louder than words.

Shirley Dupriest, College Station, came before council to express her appreciation to the Council for all of their work. She went on to state that Council has done an exceptional job with all the changes in this city, with new city manager, elections, comp plan amendments, new city hall, budget challenges, and so many other projects and duties.

Steve Beachy, College Station, stated that the dedication of the Council is evident and there is a lot of work that goes into being an elected official. He also spoke in support of Councilmember Maloney and believes people who get to know him understand his passion for this community.

Blanche Brick, College Station, explained her appreciation for the time for citizens to speak. She stated that her time on Council no one has used Hear Visitors for political purposes and it is unfortunate because Councilmember Maloney does not deserve the criticism.

7. Workshop Items

7.1. Presentation, discussion, and possible action on Christmas activities in College Station.

Kendra Davis, Visit College Station, and Ana Romero, Parks Department, presented an overview of the Christmas activities and events in College Station designed to enhance the community and draw more visitors to the city during the Christmas season. Also, they discussed the partnerships with local businesses and entertainment options available to visitors and citizens in College Station.

Santa Certified Hotels

- In partnership with Santa's Wonderland – "Stay where Santa stays!"
- 15 local hotel properties offering discounted rates.
- Locals and visitors are encouraged to take advantage of these special rates.

Holiday Deals Pass

- Free program for locals and visitors to take advantage of a variety of deals and specials from College Station businesses.

2021 Christmas Ornament

- Available for purchase for \$24.99 online or in-store at Aggieland Outfitters, and at select events throughout the holiday season:
 - ✓ Kick Off to Christmas in College Station on Nov. 12 & 13
 - ✓ Howdy Holly-Days at Northgate on Dec. 11
 - ✓ Dine Around Jones Crossing on Dec. 18
 - ✓ Holiday Artisan Market at Century Square on Dec. 19

Events

- Kick off to Christmas in College Station
- Christmas in the Park
- Jingles Bell Fun Run
- Howdy Holly-Days at Northgate
- Dine Around Jones Crossing
- Holiday Artisan Market at Century Square
- TAMU Events: Holiday Hoops, The Nutcracker at Rudder Auditorium
- A Very Electric Christmas

8. CONSENT ITEMS

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

Items 8.3 were pulled from Consent for clarification.

(8.3) Councilmember Nichols stated that the coversheet of the proposed project that Kimley Horn & Associates will also include the addition and replacement of storm sewer and sidewalks was

explanation but would like to see them be more creative on this next phase for the design of the Francis Drive Rehabilitation Phase III project.

Emily Fisher, Capital Projects, stated that she will relay that request to the contract and if there are any changes of information, they need to bring back to Council they will.

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

- **October 28, 2021 Council Meeting**
- **November 11, 2021 Council Meeting**

8.2. Presentation, discussion, and possible action on approving renewal number two (2) of an annual contract for gasoline and diesel fuel with Fikes Wholesale Inc., for the amount of \$1,400,000.

8.3. Presentation, discussion, and possible action regarding a professional services contract with Kimley Horn & Associates in the amount of \$279,750 for the design of the Francis Drive Rehabilitation Phase III project.

8.4. Presentation, discussion, and possible action regarding a construction manager at risk contract with Jacody Construction, LP for the construction of the 1207 Texas Avenue Renovation project.

8.5. Presentation, discussion, and possible action regarding approval of the City's Annual Price Agreements for Distribution Poles for CSU Electric, with estimated annual expenditures through Techline Inc. for an amount not to exceed \$7,352,580.

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

9. REGULAR ITEMS

9.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2021-4314 amending Appendix A, "Unified Development Ordinance," Section 3.2 "General Approval Procedures" and Section 3.22 "Comprehensive Plan Amendment" of the Code of Ordinances of the City of College Station, Texas, regarding Comprehensive Plan Amendment processes and notifications.

Amy Albright, Planning and Development, stated that the City Council requested that City staff develop and present options for supporting communication between developers and neighborhoods. Planning and Development Services staff presented a workshop item on this topic to City Council on August 26, 2021. Two of the recommendations were requiring a mailed notice for Comprehensive Plan Future Land Use & Character Map amendments as well as requiring neighborhood meetings for Comprehensive Plan Future Land Use & Character Map amendments. Council recommended staff proceed with making these modifications within the Unified Development Ordinance. Staff also identified a need to limit the timeframe in which Comprehensive Plan Amendment applications may be submitted during major Comprehensive Plan updates. This stemmed from the complexities to process Comprehensive Plan Amendment applications concurrently with the ten-year Comprehensive Plan update. Staff recommends that Comprehensive Plan Amendment applications be paused six months prior to a major update to prevent conflicts between the requests and update.

Section 3.22 (D) and (E)

D. Time Limitations on Applications

- Comprehensive Plan Amendment applications may be submitted on a rolling basis, except during the six (6) month period prior to a Comprehensive Plan major evaluation or update. The beginning of the six (6) month time limitation period shall be determined by counting backward from the expected date of the Comprehensive Plan evaluation or update public hearing before the Planning and Zoning Commission.

E. Approval Process.

1. Project Proposal Meeting.

- After applying for a Comprehensive Plan Amendment to the Future Land Use and Character Map or attending a Pre-Application Conference relating to the same, the applicant shall request to set up a Project Proposal Meeting with City Staff. The purpose of this meeting is to begin communicating with the local neighborhood early in the process and is not a forum for final decisions or the acceptance of formal comments concerning public support or opposition.

The Planning & Zoning Commission heard this item on November 4, 2021 and recommended approval. Staff recommends approval.

At approximately 5:58 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 5:58 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. 2021-4314, amending Appendix A, “Unified Development Ordinance,” Section 3.2 “General Approval Procedures” and Section 3.22 “Comprehensive Plan Amendment” of the Code of Ordinances of the City of College Station, Texas, regarding Comprehensive Plan Amendment processes and notifications. The motion carried unanimously.

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

Carol Cotter, Planning and Development, stated that the Impact Fee Semi-Annual Report provided to the City Council is in accordance with the Texas Local Government Code Chapter 395.058. Fee implementation occurred in phases, with full fee implementation having occurred in December of 2018. The service area for roadway impact fees is bound by the city-limits; however, service areas for system-wide water and wastewater impact fees do not strictly follow city-limit lines and include some areas of the city’s extraterritorial jurisdiction (ETJ). Resultant amendments to land use assumptions, the capital improvements plan, and impact fees will be incorporated in future semi-annual reports. This report documents the fees collected in each of the service areas and identifies the impact fee capital improvements projects that the revenues have been budgeted to help fund. The Planning and Zoning Commission, with the inclusion of ad hoc members that provide representation from the city’s extraterritorial jurisdiction, the building community, and general citizenry, serves as the Impact Fee Advisory Committee (IFAC) per the City of College Station Code of Ordinances Chapter 107, Impact Fees.

The Impact Fee Advisory Committee (IFAC) heard this item on November 4, 2021, and unanimously recommended acceptance of the report. Staff recommends that Council acknowledge and accept the Semi-Annual Report – No Further Action is required at this time.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to approve the Semi-Annual Report on System-Wide Impact Fees for Water, Wastewater, and Roadway. The motion carried unanimously.

9.3. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2021-4315 amending Chapter 107, “Impact Fees,” Article I “Specific Impact Fees,” and Article II, “System-Wide Impact Fees,” of the Code of Ordinances of the City of College Station, Texas by: Repealing Article I in its entirety; Amending Sections 107-71 “System-Wide Impact Fees For Water Services,” 107-72 “System-Wide Impact Fees For Wastewater Services,” and 107-73 “System-Wide Roadway Impact Fees” in their entirety; and Adding a new Section 107-74 “Update of Plan and Revisions of Fees.”

Jason Schubert, Planning and Development, stated that as per state law, impact fee studies are to be updated at least every five years. The draft land use assumptions (10-year growth projections) and capital improvement plans were presented to Council at the September 23, 2021 meeting for feedback. The impact fee studies were finalized and presented to the Impact Fee Advisory Committee (IFAC) at their November 4, 2021 meeting. IFAC reviewed the updated studies and members provided written comments to City Council. The proposed ordinance includes statements that impact fee may be waived or reduced for affordable housing in accordance with state law and administrative guidelines to be promulgated by the City. The ordinance adds Section 107-74 to clarify that the Council can adjust the collection rate outside of a study update process, and it assesses the max impact fee on a property at the time it is platted and imposes the adopted collection rate for the fee that is charged with the building permits. The ordinance also repeals Article I, “Specific Impact Fees” as the small area impact fee areas are no longer in effect.

Richard Weatherly, Kimley-Horn, presented an overview of the impact fee studies:
Capital Improvement Plan (CIP) – What items are and are not payable with Impact Fees?

- Components that **can** be paid for through an impact fee program:
 - ✓ Construction cost of capital improvements on the Impact Fee CIP
 - Roadway to thoroughfare standard
 - Upsized water/wastewater line
 - Traffic signals, bridges, sidewalks, etc.
 - ✓ Survey and Engineering fees
 - ✓ Land acquisition costs, including court awards
 - ✓ Debt Service of Impact Fee CIP
 - ✓ Planning Studies
- Components that **cannot** be paid for through an impact fee program:
 - ✓ Projects not included in the Impact Fee CIP
 - ✓ Repair, operation, and maintenance of existing facilities
 - ✓ Upgrades to serve existing development
 - ✓ Administrative costs of operating the impact fee program

Impact Fee Calculation – Impact Fee Equation:

- Impact Fee Per LUE= Eligible CIP Cost – Rate Credit

Growth in LUEs

LUE = Living Unit Equivalent (connection for a single-family home)

Eligible CIP Cost = 10-year capital and financing cost (through 2031)

Rate Credit = Chapter 395 requirements: reduce the **eligible CIP cost** by performing a credit analysis to determine the percent of utility bill used for growth CIP

Growth in LUEs = Derived from land use assumptions for 10-year growth in LUEs

Jeff Whitacre, Kimley-Horn, provided an overview of Roadway, which include Land Use, CIP, and Impact Fee Calculation.

Roadway Service Units

Two Variables	
Trip Generation ITE Trip Generation Manual 11 th Edition	Trip Length National Household Travel Survey Legal Requirements from Chapter 395

Roadway Impact Fee Calculation

Determine the maximum assessable fee per service unit:

$$\text{Impact Fee Per Service Unit} = \frac{\text{Cost of CIP Attributable to Growth} + \text{Financing} - \text{Credits}}{\text{New Service Units}}$$

Roadway Service Area	A	B	C	D
Total Cost of Impact Fee CIP	\$13,915,012	\$48,390,353	\$78,250,564	\$74,492,580
Impact Fee CIP Cost Attributable to Growth	\$9,388,254	\$20,859,844	\$ 26,639,782	\$59,527,697
Financing	+\$1,456,897	+\$3,237,092	+\$4,134,040	+\$9,237,681
Interest	(\$131,440)	(\$292,040)	(\$372,960)	(\$833,390)
Credit of Ad Valorem	(\$1,661,061)	(\$3,690,731)	(\$4,713,374)	(\$10,532,225)
Total Recoverable Cost (Attributable Costs + Financing - Credits)	\$9,052,650	\$20,114,165	\$25,687,488	\$57,399,762
Service Units	18,125	15,945	12,076	16,625
Max Assessable Impact Fee per Service Unit	\$499	\$1,261	\$ 2,127	\$ 3,452
Max Assessable Impact Fee per Single Family	\$1,876.24	\$4,741.36	\$7,997.52	\$12,979.52

Jason Schubert, Planning and Development, continued with information on IFAC Comments and Growth Assumptions.

Main IFAC Comments / Concerns:

- Including completed capital projects in the study result in assessing fees/taxes for those projects multiple times (double dipping).
- Growth projections are below single-family historical trends.
- Growth projections may underestimate amount of residential in Roadway Service Area D.
- Unneeded capital projects are included in Roadway Service Area D.

Growth Assumptions:

- Methodology – available land and corresponding density, not specifically using historical permits
- Limited lots within large residential subdivisions within study area

- ✓ Approximately 1,900 lots in Greens Prairie Reserve, Midtown, Mission Ranch, and Pebble Creek
- ✓ Approximately 1,800 lots in Southern Pointe (not included in impact fee study)
- Classification of units – study vs. building permits
- Change in land use – residential vs. non-residential

Staff recommends approval of the ordinance of the five-year update of land use assumptions, capital improvements plan, and maximum assessable impact fees for system-wide water, wastewater, and roadways. The existing impact fee collection rates are retained in the proposed ordinance and discussion of any changes to the collection rates will be considered as part of a subsequent item.

At approximately 7:17 p.m., Mayor Mooney opened the Public Hearing.

Doug French, Bryan & College Station, stated that there are many facts and opinions. Impact fees costs are passed on the homeowner, the higher the demand goes up then the contractor must charge more because the supplies go down which creates the cost of housing to increase. He believes the contractors and homeowners to leave and find somewhere else to build and live with less cost.

Hunter Goodwin, College Station, came before Council regarding his concerns with impact fees, unlike Doug French, he cannot move his construction business. Mr. Goodwin pleaded with Council and stated the embarrassment of coming here in front of this political setting not to increase the impact fees.

Fred Dupriest, College Station, came before Council to pose the question: how do you know if you're charging too much from impact fees? We have high debt here in College Station and cannot repay it so some action is necessary.

Charles Vesperman, College Station, stated he understands that some people are financially impacted but the city is expanding, and much of the city's infrastructure is not able to handle the growth. The money needs to come from somewhere to handle all the growth, so he supports increasing impact fees.

There being no comments, the Public Hearing was closed at 7:37 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Crompton, the City Council voted five (5) for and two (2) opposed, with Mayor Mooney and Councilmember Harvell voting against, to adopt Ordinance No. 2021-4315, amending Chapter 107, "Impact Fees," Article I "Specific Impact Fees," and Article II, "System-Wide Impact Fees," of the Code of Ordinances of the City of College Station, Texas by: Repealing Article I in its entirety; Amending Sections 107-71 "System-Wide Impact Fees For Water Services," 107-72 "System-Wide Impact Fees For Wastewater Services," and 107-73 "System-Wide Roadway Impact Fees" in their entirety; and Adding a new Section 107-74 "Update of Plan and Revisions of Fees" as presented by this study. The motion carried.

Mayor Mooney recessed the meeting at 7:50 p.m.

The meeting resumed at 8:07 p.m.

9.4. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2021-4316 amending Chapter 107, "Impact Fees," Article II, "System-Wide Impact Fees,"

Sections 107-71 “System-Wide Impact Fees For Water Services,” 107-72 “System-Wide Impact Fees For Wastewater Services,” and 107-73 “System-Wide Roadway Impact Fees” of the Code of Ordinances of the City of College Station, Texas by amending certain sections relating to water, wastewater, and roadway impact fee collection rates.

Jason Schubert and Carol Cotter, Planning and Development, presented an overview on impact fee rates and a calculation of cost per service unit. Water and wastewater service unit are defined as living unit equivalents (LUEs), representing a typical connection for one single-family residence (based on a 5/8” water meter). There is a conversion factor for larger water meters that determines their number of LUE equivalents. For roadways, the service unit is vehicle-miles which is a measurement of the number of trips a site generates and its trip length. Trip generation and trip length vary for each of the 66 different types of land uses. A comparison of the maximum assessable impact fees per service unit from the 2016 studies and the 2021 studies are as follows:

Impact Fee Type	2016 Max Fee Per Service Unit	2021 Max Fee Per Service Unit
Water	\$2,917	\$3,877
Wastewater	\$5,519	\$5,572
Roadway Service Area A	\$1,061	\$499
Roadway Service Area B	\$1,072	\$1,261
Roadway Service Area C	\$2,556	\$2,127
Roadway Service Area D	\$4,004	\$3,452

Collection Rate Alternatives

- Keep collection rate as currently adopted.
- Collection Rate Adjustment Considerations
 - ✓ Flat rate for all Roadway Service Areas vs. Percentage of the max fee
 - ✓ Same or different Roadway collection rates for residential and non-residential
 - ✓ Phasing/Timing – Delay implementation or phase-in new rate over time
 - ✓ Grandfathering – Retain existing collection rate on specified projects

Projected Impact Fee Revenues with No Grandfathering (millions)

Impact Fee Type	Existing Collection Rate	Double Existing Collection Rate	25% of 2021 Max	50% of 2021 Max	100% of 2021 Max
Water	\$4.1M	\$8.2M	\$12.6M	\$24.9M	\$49.4M
Wastewater	\$22.2M	\$44.4M	\$18.0M	\$34.6M	\$66.9M

Roadway Service Area A	\$2.0M	\$3.0M	\$1.5M	\$2.9M	\$5.7M
Roadway Service Area B	\$1.9M	\$3.4M	\$3.2M	\$6.3M	\$12.3M
Roadway Service Area C	\$2.1M	\$4.0M	\$4.2M	\$8.0M	\$15.8M
Roadway Service Area D	\$1.7M	\$3.2M	\$8.9M	\$17.5M	\$34.8M
Roadway Total	\$7.7M	\$13.6M	\$17.8M	\$34.7M	\$68.6M

Projected Impact Fee Revenues with No Grandfathering

Impact Fee Type	Existing Collection Rate	Double Existing Collection Rate	25% of 2021 Max	50% of 2021 Max	100% of 2021 Max
Water	\$4.1M	\$8.2M	\$12.6M	\$24.9M	\$49.4M
Wastewater	\$22.2M	\$44.4M	\$18.0M	\$34.6M	\$66.9M

Roadway Service Area A	\$2.0M	\$3.0M	\$1.5M	\$2.9M	\$5.7M
Roadway Service Area B	\$1.9M	\$3.4M	\$3.2M	\$6.3M	\$12.3M
Roadway Service Area C	\$2.1M	\$4.0M	\$4.2M	\$8.0M	\$15.8M
Roadway Service Area D	\$1.7M	\$3.2M	\$8.9M	\$17.5M	\$34.8M
Roadway Total	\$7.7M	\$13.6M	\$17.8M	\$34.7M	\$68.6M

Summary of Individual IFAC Comments

Fees

- Modest increase is reasonable. Could adopt up to double current collection rate and recommend keeping flat rate across the city.
- Enacting a large increase would negatively impact growth and important local industries.
- Fees should significantly increase, and flat-rate approach is inequitable.
- Include incentives to support housing affordability.

Phase-In/Grandfathering

- Implement change in fees right away though grandfather projects that have started.
- Grandfather projects well underway and those already platted.

Staff requests Council receive the presentation and provide direction regarding impact fee collection rates. Individual members of the Impact Fee Advisory Committee (IFAC) have provided written, which were sent to the Council. The tables in the proposed ordinance have the existing collection rate amounts that can be adjusted as desired. If the impact fee collection rates are to remain the same, no action is needed for this item.

At approximately 8:25 p.m., Mayor Mooney opened the Public Hearing.

Austin McKnight, College Station, thanked the Council for allowing Home Builders Associations be more involved in these types of discussions. He quoted that Jim Gayness said that every \$1000 increase almost 20,000 people cannot afford building houses. Impact Fees will push citizens outside the city, but they are still using our roads, so you're actually losing money. The American Dreams to own you own home but if the cost increase will create citizens less likely to buy a home because this increase will have to be paid by the land user or the buy.

James Murr, College Station, stated that he will be talking strictly about Midtown, they went in all in with Midtown. It takes years to develop these types of developments and we had a deal that in the next 5 years we would create this amazing economic development, but these impact fees were not in the deal and this increase was not counted in the cost of this development.

Craig Regan, College Station, stated that he is opposed to the increase of the impact fees. The conversation is disingenuous, and this will hurt a lot of homeowners in this city.

Dennis McMillin, College Station, stated he would break it down to the fundamentals, food, clothing and shelter. The new home construction cost has increase over 2020, along with the increase in the fundamentals and now we are looking at increase unnecessary impact fees.

There being no comments, the Public Hearing was closed at 8:46 p.m.

MOTION: Upon a motion made by Councilmember Crompton and a second by Councilmember Brick, the City Council voted two (2) for and five (5) opposed, with Mayor Mooney and Councilmembers Harvell, Cunha, Nichols and Maloney voting against, to adopt Ordinance No. 2021-4316, amending Chapter 107, "Impact Fees," Article II, "System-Wide Impact Fees," Sections 107-71 "System-Wide Impact Fees For Water Services," 107-72 "System-Wide Impact Fees For Wastewater Services," and 107-73 "System-Wide Roadway Impact Fees" of the Code of Ordinances of the City of College Station, Texas by amending certain sections relating to water, wastewater, and roadway impact fee collection rates, with modifications to residential as stated:

- Wastewater fee remains at unchanged at \$3,000 i.e. subsidizing by existing utility customers by 46%; and
- Water fee subsidy by existing utility customers of 83% should be reduced to a 67% subsidy i.e. from \$500 to \$1,280; and
- The roads fee for Area A should be at the 100% rate with effect from June 1, 2022 i.e. an increase from \$1,500 to \$1,886; and
- The roads fee for Area B should be at 100% rate and phased in at the 60% level in 2022; 80% level on June 1, 2023; and 100% level on June 1, 2024 i.e. from \$1,500 to \$2,845, \$3,953, and \$4,741; and
- The roads fee for Areas C&D should be assessed at the 100% rate of \$7,997 attributed to Area C. They should be phased in at the 60% level in 2022; 80% level on June 1, 2023; and 100% level on June 1, 2024 i.e. \$4,798, \$6,398, and \$7,997. The motion failed.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Brick, the City Council voted three (3) for and four (4) opposed, with Mayor Mooney and Councilmembers Harvell, Cunha, and Maloney voting against, to adopt Ordinance No. 2021-4316, amending Chapter 107, "Impact Fees," Article II, "System-Wide Impact Fees," Sections 107-71 "System-Wide Impact Fees For Water Services," 107-72 "System-Wide Impact Fees For Wastewater Services," and 107-73 "System-Wide Roadway Impact Fees" of the Code of Ordinances of the City of College Station, Texas by amending certain sections relating to water, wastewater, and roadway impact fee collection rates, with modifications to residential as stated:

- Wastewater fee remains at unchanged at \$3,000 i.e., subsidizing by existing utility customers by 46%; and
- Water fee subsidy by existing utility customers of 83% should be reduced to a 67% subsidy i.e., from \$500 to \$1,280; and
- The roads fee for Area A should be at the 100% rate with effect from January 1, 2023, i.e., an increase from \$1,500 to \$1,876; and
- The roads fee for Area B should be at 100% rate and phased in at the 60% level on January 1, 2023; 80% level on January 1, 2024; and 100% level on January 1, 2025 i.e., from \$1,500 to \$2,845, \$3,953, and \$4,741; and
- The roads fee for Areas C&D should be total of \$4,741 phased in at the 60% level on January 1, 2023; 80% level on January 1, 2024; and 100% level on January 1, 2025. The motion failed.

MAIN MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Harvell, to adopt Ordinance No. 2021-4316, amending Chapter 107, “Impact Fees,” Article II, “System-Wide Impact Fees,” Sections 107-71 “System-Wide Impact Fees For Water Services,” 107-72 “System-Wide Impact Fees For Wastewater Services,” and 107-73 “System-Wide Roadway Impact Fees” of the Code of Ordinances of the City of College Station, Texas by amending certain sections relating to water, wastewater, and roadway impact fee collection rates with modifications setting 3% every year over the next 5 years making the water fees \$575, wastewater fees \$3,450 and roadway fees \$1,725; with the effective date of March 1, 2022 for residential only. Also, bringing back grandfathering options at a later date.

AMENDED MOTION: Upon a motion to amend made by Councilmember Nichols and a second by Councilmember Maloney, the City Council voted four (4) for and two (2) opposed, with Councilmembers Harvell and Cunha voting against and Councilmember Crompton abstaining, to amend the motion on the table to change the water fee from \$575 over the next 5 years to \$1,280 over the next 5 years. The motion carried.

MOTION AS AMENDED: On the motion as amended made by Councilmember Maloney and a second by Councilmember Harvell, the City Council voted two (2) for and five (5) opposed, with Councilmembers Brick, Crompton, Harvell, Cunha, Nichols voting against, to adopt Ordinance No. 2021-4316, amending Chapter 107, “Impact Fees,” Article II, “System-Wide Impact Fees,” Sections 107-71 “System-Wide Impact Fees For Water Services,” 107-72 “System-Wide Impact Fees For Wastewater Services,” and 107-73 “System-Wide Roadway Impact Fees” of the Code of Ordinances of the City of College Station, Texas by amending certain sections relating to water, wastewater, and roadway impact fee collection rates with modifications setting 3% every year over the next 5 years making the water fees \$1,280, wastewater fees \$3,450 and roadway fees \$1,725; with the effective date of March 1, 2022 for residential only. Also, bringing back grandfathering options at a later date. The motion failed.

MOTION: Upon a motion made by Mayor Mooney and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2021-4316, amending Chapter 107, “Impact Fees,” Article II, “System-Wide Impact Fees,” Sections 107-71 “System-Wide Impact Fees For Water Services,” 107-72 “System-Wide Impact Fees For Wastewater Services,” and 107-73 “System-Wide Roadway Impact Fees” of the Code of Ordinances of the City of College Station, Texas by amending certain sections relating to water, wastewater, and roadway impact fee collection rates with modifications of making collection rate 10% for residential across the board with no inflation, with the effective date of March 1, 2022. Also, bringing back grandfathering options at a later date. The motion carried unanimously.

10. Council Calendar

Council reviewed the calendar.

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 salutory 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 Cunha recognized Parks Operations Staff for their certification.

Councilmember Maloney recognized teams in Washington on the federal funding of I14 and Loop 214.

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

Councilmember Maloney reported on Commissioners Court and the College Station representation.

Councilmember Nichols reported on BVWSA.

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.

Nothing at this time.

14. Adjournment.

There being no further business, Mayor Mooney adjourned the Meeting of the City Council at 10:34 p.m. on Thursday, November 22, 2021.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

December 9, 2021

Item No. 7.2.

2022 Annual Council Calendar

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC:

Agenda Caption: Presentation, discussion, and possible action regarding adoption of the 2022 Annual Council Calendar.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Staff recommends adoption of the Annual Calendar.

Summary: The schedule lists the 2nd and 4th Thursdays for the 2022 Council Meeting. Alternate dates will be provided by the Council if scheduling conflicts should arise.

Budget & Financial Summary: None

Attachments:

1. 2022 Council Meeting Calendar ts
2. 2022 Council Meetings and Holidays-Year at a glance 3

(Subject to Change)
2022 CITY COUNCIL MEETING SCHEDULE

Council Meetings

Thursday, January 13, 2022
Thursday, January 27, 2022

Thursday, July 14, 2022
Thursday, July 28, 2022

Thursday, February 10, 2022
Thursday, February 24, 2022

Thursday, August 11, 2022
(August 12 - Budget & Tax Adoption)
Thursday, August 25, 2022

Thursday, March 10, 2022
Thursday, March 24, 2022

Thursday, September 8, 2022
Thursday, September 22, 2022

Thursday, April 14, 2022
Thursday, April 28, 2022

Thursday, October 13, 2022
Thursday, October 27, 2022

Thursday, May 12, 2022
Thursday, May 26, 2022

Thursday, November 10, 2022
Monday, November 21, 2022

Thursday, June 9, 2022
Thursday, June 23, 2022

Thursday, December 8, 2022

2022 Events:

January 21	TML Newly Elected City Officials' Workshop	San Antonio
February 2-4	TML-TAMCC Elected Officials' Conference	Sugarland
May TBD	Chamber Washington Trip	Washington
July 21-22	TML TAMCC Newly Elected City Officials' Orientation	Allen
August 11-12	TML TAMCC Newly Elected City Officials' Orientation	San Antonio
October 5-7	TML Annual Conference and Exhibition	San Antonio

2022 COUNCIL CALENDAR

3 New Year's Day (City Offices Closed)
13 Council Meeting
17 M.L. King Jr. Day (City offices closed)
21 TML Newly Elected
27 Council Meeting
27 TCMA William "King" Cole Session 1 **(Possible Conflict)**

JANUARY						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JULY						
S	M	T	W	Th	F	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

4 Independence Day (City offices closed)
14 Council Meeting
28 Council Meeting
21-22 TML TAMCC Newly Elected City Officials' Orientation

2-4 TML-TAMCC Elected Officials' Conference
10 Council Meeting
24 Council Meeting

FEBRUARY						
S	M	T	W	Th	F	S
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

AUGUST						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	28
29	30	31				

11 Council Meeting
(Budget & Tax Adoption and Calling the Election)
11-12 TML TAMCC Newly Elected City Officials' Orientation **(Possible Conflict)**
25 Council Meeting

10 Council Meeting
17-18 TML Public Funds Investment Act Training
24 Council Meeting
24 TCMA William "King" Cole Session 2 **(Possible Conflict)**

MARCH						
S	M	T	W	Th	F	S
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER						
S	M	T	W	Th	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

5 Labor Day (City Offices Closed)
8 Council Meeting
18-21 ICMA Annual Conference
22 Council Meeting

6-8 TML Leadership Academy – Course One
14 Council Meeting
15 Good Friday (City Offices Closed)
28 Council Meeting

APRIL						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER						
S	M	T	W	Th	F	S
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

5-7 TML Annual Conference and Exhibition
13 Council Meeting
27 Council Meeting

TBD Chamber Washington **(Possible Conflict)**
11-13 TML Leadership Academy – Course One
12 Council Meeting
19-20 TML Small Town Conference
24-26 ITGA Conference
26 Council Meeting
30 Memorial Day (City offices closed)

MAY						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER						
S	M	T	W	Th	F	S
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

1 Election Day
10 Council Meeting
21 Council Meeting
24-25 Thanksgiving (City Offices closed)

9 Council Meeting
9-12 TCMA Annual Conference
20 Juneteenth (City Offices Closed)
23 Council Meeting

JUNE						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

8 Council Meeting
23-26 Christmas (City Offices Closed)

December 9, 2021
Item No. 7.3.
Change Order to Frontier Contract

Sponsor: Sam Rivera

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an amendment to a Frontier Communications agreement for internet services not to exceed \$187,164.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Interim CIO recommends approval of the contract

Summary: This new change order to Frontier contract is to increase the redundant internet speed from 2GB per month to 10GB per month. This increases our current speed by 5 times, giving us access to faster internet. The change order will replace line #1 on Frontier contract #19300608. This new change order is for a total of 36 months and the total change order cost is \$187,164.00. Monthly charges are \$5,199.00 for an annual charge of \$62,388.00. There are no one-time fees.

Budget & Financial Summary: Funds are budgeted and allocated through the Network Supplies fund.

Attachments:

1. Frontier



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 19300608 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Amendment to Frontier Services Agreement to upgrade existing services, increase 2 Gbps Internet access to 10 Gbps

Name of Contractor: Frontier Communications of America, Inc.

CONTRACT TOTAL VALUE: \$ 187,164.00

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

Debarment Check ☐ Yes ☒ No ☐ N/A

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

Section 3 Plan Incl. ☐ Yes ☒ No ☐ N/A

Buy America Required ☐ Yes ☒ No ☐ N/A

Transparency Report ☐ Yes ☒ No ☐ N/A

☐ **NEW CONTRACT** ☐ **RENEWAL #** ☐ **CHANGE ORDER #** ☒ **OTHER** Amendment 1

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

New Schedule to the original Frontier Services Agreement for 36 months Term of Redundant Internet increasing from 2gbps per month to 10gbps per month.

Year one through three at \$62,388 each year, monthly recurring payment of \$5,199, and Total not to exceed \$187,164.00.

This new Schedule S-0000285826 will replace Schedule S-0000216678. Org 10011260 Obj 5112

CRC Approval Date*: 10/18/2021 **Council Approval Date*:** (If required)* 12/9/2021 **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:**

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

N/A

MAYOR (if applicable)

DATE

N/A

N/A

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on

Scanned into Laserfiche on

Original(s) sent to Fiscal on

This is Schedule Number S-0000285826 to the Frontier Services Agreement dated 09/30/2019 ("FSA") by and between CITY OF COLLEGE STATION ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: 1101 Texas Avenue College Station Texas 77840
Schedule Type/Purpose: Revision to upgrade existing Services

Schedule Date: 09/23/2021
Service Term: 36

Service Summary	NRC	MRC
Dedicated Ethernet Internet Access bandwidth (details in Table 1)	\$ 0	\$ 5,199.00
Static Block(s) (*NRC waived on Renewal; details in Table 2)	\$	\$
Special Construction	\$	\$
Total:	\$ 0	\$ 5,199.00

Table 1: Internet Access Locations					
Service Location	Service Address, and NPA NXX:	Service		Charges	
				NRC	MRC
A	1101 Texas Avenue, College Station, TX, 77840, NPA NXX	Bandwidth Access (Mbps)	10 Gbps BDT# 20210518004385	\$	\$ 5,199.00
B	street, city, state, zip, NPA NXX	Bandwidth Access CIR (Mbps)	Select Mbps	\$	\$
C	street, city, state, zip, NPA NXX	Bandwidth Access (Mbps)	Select Mbps	\$	\$
D	street, city, state, zip, NPA NXX	Bandwidth Access (Mbps)	Select Mbps	\$	\$
E	street, city, state, zip, NPA NXX	Bandwidth Access (Mbps)	Select Mbps	\$	\$
Subtotal:				\$	\$

Table 2: IP Addresses		
Static Block (*NRC waived on Renewal)	NRC	MRC
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Subtotal:	\$	\$

1. Service Description.

a. **Dedicated Internet Access ("DIA")** DIA is a dedicated bandwidth from Customer Service Location to the Frontier IP network then to the public Internet which provides reliable, secure and scalable bandwidth. Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

2. **Special Construction: All Services are subject to availability and Frontier Network limitations.** The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

3. **Obligations of Customer.** Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.

4. **After Hours/Holiday Labor Hours.** If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After Hours services shall be provided at the rate of \$175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59

a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day).

Such After Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule

5. Internet Acceptable Use Policy and Security. Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

6. Service Level Agreement. The Dedicated Internet Access Service Level Agreement for Dedicated Internet Access is attached hereto and incorporated herein as Exhibit 1.

7. Increased Bandwidth/ Impact on existing service schedule and FSA. Frontier will bill Customer for the 10 Gbps service as described above upon turn-up of such service and the service term for such services shall commence on such turn-up date. When Frontier turns-up the 10 Gbps service, Frontier will stop billing Customer for the 2 Gbps service provided to Customer by Frontier under the Service Schedule S-0000216678 and the service term for such Service Schedule S-0000216678 shall end on such date. The parties agree that nothing herein modifies or changes the Frontier Services Agreement effective September 5, 2019 (referred to by Customer as "Contract 19300608") among the parties hereto.

This Schedule is not effective, and pricing, dates and terms are subject to change until signed by both parties. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.

CITY OF COLLEGE STATION

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT 1
Service Level Agreement

This Dedicated Internet Access Service Level A Agreement ("SLA") applies to an Dedicated Internet Access (DIA) Schedule, executed by and between **CITY OF COLLEGE STATION** ("Customer") and **Frontier Communications of America, Inc.** ("Frontier"). The terms of this SLA apply exclusively to the Dedicated network elements directly within Frontier's management responsibility and control ("On-Net Service").

1. Operational Objectives

- A. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence ("POP") or DIA Customer egress port (Z location) via the ingress port (A location). "Service Outage" occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the On-Net Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier's On-Net Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 3 and 4 below.

Table 1A: Dedicated Internet Access		
Circuit Availability (CA)		MRC Service Credit
Availability	99.99%	Below 99.99% Service Credit 30% MRC

- B. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier's reinstatement of the DIA Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 3 and 4 below.

Table 1B: Dedicated Internet Access		
Mean Time To Repair		MRC Service Credit
MTTR	4 Hours	25 % MRC above 4 hrs
		50% MRC above 6 hrs.

- C. To the extent applicable, the Customer is entitled to one Service Credit per Service Outage (i.e. for either the higher of Circuit Availability credit or Mean Time to Repair credit, if applicable). If applicable, the On-Time Provisioning credit would be in addition to the Service Outage credit.

2. Service Outage Reporting Procedure.

- A. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- B. When DIA Service is impacted from a Service Outage, Customer must contact Frontier's commercial customer support center (also known as the "NOC") at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier's equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer's cost and at Frontier's standard technician rates.
- C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected DIA Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- D. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier's standard rates.

3. Credit Request and Eligibility.

- A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable DIA Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier's equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
- B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/11/2021

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

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: Steadfast Insurance Company	NAIC # 26387
INSURED Frontier Communications of America, Inc. 401 Merritt 7 Norwalk, CT 06851		INSURER B: Zurich American Insurance Company INSURER C: American Zurich Insurance Company	16535 40142
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W22845358

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		GLO 0285992-04	06/01/2021	06/01/2022	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS	Y		BAP 0285990-04	06/01/2021	06/01/2022	BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A	WC 0285988-04 (AOS)	06/01/2021	06/01/2022	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Compensation (WI)		Y	WC 0285989-04 (RETRO)	06/01/2021	06/01/2022	EL Each Accident \$1,000,000
	Per Statute						EL Disease-Ea Empl. \$1,000,000
	and Employers Liab.						EL Disease-Pol. Limit \$1,000,000

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

This Voids and Replaces Previously Issued Certificate Dated 11/10/2021 WITH ID: W22840257.

Re: Frontier Communications of America, Inc.'s insurance certificate for services provided to the City of College Station, TX.

The City of College Station, TX shall be named as Additional Insured as respects the general liability and

CERTIFICATE HOLDER

City of College Station
Purchasing Division - City Hall
1101 Texas Avenue
P.O. Box 9960
College Station, TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

W. J. K.

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED Frontier Communications of America, Inc. 401 Merritt 7 Norwalk, CT 06851	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

auto liability policies where required by written contract.

Coverage under the general liability and auto liability policies shall be primary and non-contributory to any other insurance available to the Additional Insured where required by written contract.

Waiver of subrogation in favor of the Additional Insured shall apply to the workers' compensation policy where required by written contract and as permitted by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of College Station, TX	Various locations across the City of College Station, TX
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0285992-04	06/01/2021	06/01/2022		18895000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: FRONTIER COMMUNICATIONS PARENT, INC.

Endorsement Effective Date: 11/10/2021

SCHEDULE

Name Of Person(s) Or Organization(s):

City of College Station
Purchasing Division – City Hall
1101 Texas Avenue
P.O. Box 9960
College Station, TX 77842

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an “insured” for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Coverage Extension Endorsement – Liability Only



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 0285990-04	06/01/2021	06/01/2022		18895000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability Coverage

The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1)** How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2)** The "insured's" name and address; and
- (3)** To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

F. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

G. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1)** Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2)** Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

H. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5)** Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

I. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

J. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

All other terms, conditions, provisions and exclusions of this policy remain the same.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: INCLUDED

INSURER CANCELLATION TERMS

NAMED INSURED Frontier Communications of America, Inc.	POLICY NO. GLO 0285992-04 BAP 0285990-04 WC 0285988-04 (AOS) WC 0285989-04 (RETRO) EFFECTIVE DATE SEE PAGE 1
--	---

Holder Name & Address:

City of College Station
Purchasing Division – City Hall
1101 Texas Avenue
P.O. Box 9960
College Station, TX 77842

Cancellation Terms:

Should any of the above described policies be cancelled before the expiration date thereof, the insurer will send 30 days notice of cancellation for reason other than non-payment of premium to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Cancellation Terms Apply to the Following Coverages:

General Liability
Auto Liability
Workers Compensation

interruptions resulting from Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.

- C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted DIA Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits. For example, If Customer's Service Outage triggers both operational objectives (i.e. Circuit Availability and Mean Time to Repair), Customer will receive the highest available Service Credit, but not both.
 - D. This SLA guarantees service performance of Frontier's Dedicated Internet Access services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.
 - E. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
 - F. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.
4. **Chronic Outage:** An individual DIA Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an DIA Service reaches Chronic Outage status, then Customer may terminate the affected DIA Service without penalty; provided that Customer must exercise such right within ten (10) days of the DIA Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.

December 9, 2021

Item No. 7.4.

Appointment of Emergency Management Coordinator

Sponsor: Richard Mann, Chief of Fire and Emergency Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution appointing Tradd Mills as the Emergency Management Coordinator and giving the Mayor authority to execute documents related to appointing the Emergency Management Coordinator.

Relationship to Strategic Goals:

Good Governance

Neighborhood Integrity

Recommendation(s): Staff recommends approval of the resolution and that the Mayor signs the TDEM form.

Summary: The citizens have elected Karl Mooney as the Mayor for the City of College Station. In accordance with the Texas Disaster Act of 1975 the Mayor assumes the duty as the Emergency Management Director. The Emergency Management Director may designate an Emergency Management Coordinator who shall serve as assistant to the presiding officer of the political subdivision for emergency management purposes when so designated.

Budget & Financial Summary: None

Attachments:

1. EMC Resolution 12-9-2021 (Tradd Mills)
2. TDEM-147_Nov-2020-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPOINTING AN EMERGENCY MANAGEMENT COORDINATOR FOR THE CITY.

WHEREAS, the City Council recognizes the need to prepare for the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, requiring emergency action; and

WHEREAS, the Texas Division of Emergency Management (TDEM) according to the Texas Disaster Act of 1975, Chapter 418 shall identify the Emergency Management Director and the Emergency Management Coordinator responsible for the emergency management program; and

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

PART 1: That the City Council hereby recognizes that Mayor Karl Mooney as the Emergency Management Director (EMD) for the City and gives the Mayor authority to execute documents related to appointing the Emergency Management Coordinator.

PART 2: That the Mayor/EMD appoints Tradd Mills as the Emergency Management Coordinator for the City.

PART 3: 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

EMERGENCY MANAGEMENT DIRECTOR/COORDINATOR NOTIFICATION

Section 418.101 of the Texas Government Code states: *"The presiding officer of the governing body of each political subdivision will notify the Division of Emergency Management of the manner in which the political subdivision is providing or securing an emergency management program, identify the person who heads the agency responsible for the program, and furnish additional pertinent information."* **This form is used to make the required notification to TDEM in accordance with Governor Executive Order GA-05 submitted annually by the 1st of February of each year or within 30 days of any change of elected or appointed officials.**

The information on this form may be released to those inquiring about local emergency management programs pursuant to the Texas Open Records Act. Hence, TDEM recommends that you provide business addresses and mobile telephone numbers rather than home addresses and telephone numbers.

COUNTY:	Brazos	(Required)
Jurisdiction:	City of College Station	(City or County Name)
Official's Title:	Mayor	(Mayor/Judge)
Name:	Karl Mooney	(First & Last Name)
Mailing Address:		
	PO Box 9960	(The best address to receive mail)
City, State, Zip:	College Station, TX 77842	
Office Number:	979.764.3509	
Cell Number:		
Fax Number:	979.764.6377	
E-mail:	kmooney@cstx.gov	(Please include – this is a back-up for mailing)
24 Hr Contact #:	979.764.3600	

EMERGENCY MANAGEMENT PROGRAM APPOINTMENT STATUS

- ☐ I HAVE NOT appointed an Emergency Management Coordinator and will personally direct the local emergency management program.
- ☒ I HAVE appointed/re-appointed the Emergency Management Coordinator identified below to conduct the emergency management program for this jurisdiction. The effective date of the appointment is: 12/9/2021
- ☐ We share our EMC with _____ (name of jurisdiction).

*If the COUNTY Emergency Management Coordinator has been appointed to other jurisdictions within the county, the County Judge and the participating City Mayors must sign this form.
(See the third page for additional signature blocks.)*

The EMC for this jurisdiction is (please select one):

- ☒ Paid, Full Time, EMC only
- ☐ Paid, Full Time, EMC and other job duties (Fire Chief, Fire Marshal, Police Chief, EMS Director, Etc.) (please specify other duty/duties) _____
- ☐ Paid part time, EMC only
- ☐ Paid, Part Time, EMC and other job duties (Fire Chief, Fire Marshal, Police Chief, EMS Director, Etc.) (please specify other duty/duties) _____
- ☐ Unpaid/volunteer EMC only
- ☐ Unpaid/Volunteer, EMC and other volunteer job duties (Fire Chief, Fire Marshal, Police Chief, EMS Director, Etc.) (please specify other duty/duties) _____
- ☐ Other (please describe) _____

EMERGENCY MANAGEMENT COORDINATOR		
	Coordinator	Asst Coordinator
Name:	Tradd Mills	
Mailing Address:	PO Box 9960	
City, State, Zip:	College Station, TX 77842	
Office Phone:	979.821.1042	
Cell Number:	979.595.3811	
Fax Number:	979.393.9922	
E-mail Address:	tmills@cstx.gov	
24 Hr Contact #:	979.764.3700	
Emergency Operations Center #:		

☐ Check this box if the information above contains personal information pertaining to a law enforcement official such as personal home or cellular phone number, and/or home mailing or personal email address.

Judge's or Mayor's Signature

Date

PLEASE RETURN TO:

Texas Division of Emergency Management Operations Section
1033 La Posada Drive, Austin, TX 78752

Phone: (512) 424-2208

Email: soc@tdem.texas.gov

Click to Submit Form to SOC

FOR SHARED EMC USE ONLY

By signing this form, you agree the appointed Emergency Management Coordinator (EMC) listed on page two is also your EMC. If you have a separate EMC, you must submit the first and second pages for your jurisdiction.

	Mayor
City:	
Name:	
Mailing Address:	
City, State, Zip:	
Office Phone:	
Cell Number:	
Fax Number:	
E-mail Address:	
Signature:	

	Mayor
City:	
Name:	
Mailing Address:	
City, State, Zip:	
Office Phone:	
Cell Number:	
Fax Number:	
E-mail Address:	
Signature:	

	Mayor
City:	
Name:	
Mailing Address:	
City, State, Zip:	
Office Phone:	
Cell Number:	
Fax Number:	
E-mail Address:	
Signature:	

December 9, 2021

Item No. 7.5.

Annual Reconfirmation for Texas A&M University Nuclear Science Center

Sponsor: Richard Mann, Chief of Fire and Emergency Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution and interlocal agreement renewing the annual reconfirmation and use of services and equipment to be provided by the City in the event of a radiological incident at the Texas A&M University Nuclear Science Center.

Relationship to Strategic Goals:

Good Governance

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

Summary: The City of College Station currently provides Fire Protection, Emergency Medical and Hazardous Materials response to the Texas A&M University Main Campus to include the Nuclear Science Center. This Annual Reconfirmation Agreement form is required to be signed and placed in an official file as part of the annual inspection process by the Nuclear Regulatory Commission.

Budget & Financial Summary: None.

Attachments:

1. TAMU Nuclear Science Resolution and ILA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION APPROVING THE INTERLOCAL AGREEMENT FOR THE ANNUAL RECONFIRMATION AND USE OF SERVICE AND EQUIPMENT TO BE PROVIDED BY THE CITY OF COLLEGE STATION IN THE EVENT OF A RADIOLOGICAL INCIDENT AT THE TEXAS A&M UNIVERSITY NUCLEAR SCIENCE CENTER.

WHEREAS, the City Council of the City of College Station, Texas, desires to protect the health, safety and welfare of its population, including Texas A & M University; and

WHEREAS, the City of College Station currently provides fire and hazardous materials emergency response to Texas A&M University; and

WHEREAS, an agreement providing an emergency response to a radiological event at the Texas A&M Nuclear Science Center is required to be in place for Texas A&M University's annual inspection and review process by the Nuclear Regulatory Commission; and

WHEREAS, the College Station City Council has routinely approved a resolution and interlocal agreement regarding the City of College Station's response to a radiological event at the Texas A&M Nuclear Science Center; and

WHEREAS, the City Council of the City of College Station, Texas, desires to continue partnering and collaborating by providing service, equipment and a response in the event of a radiological incident at the Texas A&M Nuclear Science Center; now therefore,

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

PART 1: That the City Council hereby approves the Interlocal Agreement for the Annual Reconfirmation of Services and Use of Equipment as attached in Exhibit A to be provided by the City of College Station in the event of a radiological incident at the Texas A&M University Nuclear Science Center and reconfirms City of College Station Resolution No. 06-25-86-05, dated 25 June 1986.

PART 2: That the City Council hereby agrees provide a response to aid in the protection of the health, safety, and welfare of the population by collaborating with its partners at Texas A&M University.

PART 3: That the City of College Station delegates authority to the College Station Fire Chief to execute the Interlocal Agreement for the Annual Reconfirmation of Services and Use of Equipment.

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

EXHIBIT A

**INTERLOCAL AGREEMENT FOR THE ANNUAL RECONFIRMATION OF
SERVICES AND USE OF EQUIPMENT**

**INTERLOCAL AGREEMENT FOR THE ANNUAL RECONFIRMATION OF
SERVICES AND USE OF EQUIPMENT BETWEEN THE TEXAS A&M UNIVERSITY,
THE TEXAS A&M ENGINEERING EXPERIMENT STATION, TEXAS A&M
UNIVERSITY NUCLEAR SCIENCE CENTER AND
THE CITY OF COLLEGE STATION**

This agreement reconfirms the agreement, as per City of College Station Resolution No. 06-25-86-05, dated 25 June 1986. The City agrees to provide its Fire Department and EMS and use of equipment to Texas A&M University, the Texas A&M Engineering Experiment Station, and Texas A&M University Nuclear Science Center in the event of the implementation of emergency plans. Also, the City of College Station agrees to allow its Fire Department and EMS participate in an annual training program to be presented by Texas A&M University, the Texas A&M Engineering Experiment Station, and Texas A&M University Nuclear Science Center.

List of Services and Equipment provided by the City:

1. Fire Protection
2. Ambulance Service
3. Emergency Medical Assistance

Richard Mann, College Station Fire Chief

Date: _____

December 9, 2021

Item No. 7.6.

Resolution consenting to the issuance of bonds by the Brazos County Municipal Utility District No. 1 in an amount not to exceed \$1,590,000 for road improvements (the “Bonds”).

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding adoption of a resolution consenting to the issuance of bonds by the Brazos County Municipal Utility District No. 1 in an amount not to exceed \$1,590,000 for road improvements (the “Bonds”).

Relationship to Strategic Goals:

Sustainable City

Core Services and Infrastructure

Recommendation(s): City staff recommends adoption of the Resolution.

Summary: On January 9, 2014, the City Council passed Resolution No. 01-09-14-01 adopting a policy on the creation, operation, and dissolution of Municipal Utility Districts located within the City’s incorporated limits or its extraterritorial jurisdiction. Pursuant to the policy, the City Council consented to the formation of Brazos County Municipal Utility District #1 within the City’s extraterritorial jurisdiction (the “District”) by Resolution No. 03-27-14-01, passed on March 27, 2014. In further compliance with the policy, the City and the District entered into a Utility Agreement Between the City of College Station and Brazos County MUD No. 1 on May 16, 2016 (Contract No. 10300449). Pursuant to the Utility Agreement, the District is authorized to issue, sell, and deliver bonds in compliance with the City’s policy and with the City Council’s approval. On December 3, 2021, the Board of Directors for the District approved a cost summary for the issuance of Bonds for \$1,590,000 in road improvements within the District, the draft Preliminary Official Statement and Notice of Sale for the Bonds, and authorized moving forward with the sale of the Bonds subject to the City’s approval of the bond sale. In order for the bond issuance to proceed, the District’s draft resolution authorizing the issuance of the Bonds must be approved by the City Council to the extent that such resolution is in compliance with the City’s policy.

The District’s representatives met with the City Manager’s Office and City Attorney on November 18, 2021, to discuss the resolution, Preliminary Official Statement, and the schedules showing debt service requirements. Representatives with ABHR, LLP., attorneys for the District, will be available at the council meeting to answer any questions.

Budget & Financial Summary: No Budgetary Impact

Attachments:

1. BCMUD #1 Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, CONSENTING TO THE SALE AND ISSUANCE OF UNLIMITED TAX UTILITY BONDS, SERIES 2022, FOR THE BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 IN AN AMOUNT NOT TO EXCEED \$1,590,000.00

WHEREAS, On January 9, 2014, the City Council of the City of College Station, Texas, passed Resolution No. 01-09-14-01 adopting a city policy setting out the creation, operation, and dissolution of municipal utility districts located within the City's incorporated limits or its extraterritorial jurisdiction (the Policy); and

WHEREAS, on March 27, 2014, the City Council of the City of College Station, Texas, consented to the creation of Brazos County Municipal Utility District No. 1 (the District) by Resolution No. 03-27-14-01; and

WHEREAS, on May 16, 2016, the City Council of the City of College Station, Texas, approved a Utility Agreement Between the City of College Station and the Brazos County MUD No. 1 (Contract No. 10300449) and a subsequent amendment on December 2, 2016; and

WHEREAS, the Utility Agreement authorizes the District to issue, sell, and deliver bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such form and manner and as permitted or provided by federal law, the general laws of the State of Texas and the City's Consent Resolution; and

WHEREAS, the Utility Agreement further requires that the authorizing resolution of the Board of Directors must be approved by the City Council to the extent such resolution is in compliance with the City's Policy; and

WHEREAS, after reviewing the preliminary official statement and other supporting documents furnished by the District, the City has determined that the issuance of Unlimited Tax Utility Bonds, Series 2022, in an amount not to exceed \$1,590,000.00 is in accordance with the Utility Agreement, adopted resolutions, and all other agreements between the City and the District; now, therefore,

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

PART 1: That the facts and recitations set forth in this Resolution are declared true and correct.

PART 2: That the City Council hereby consents to the sale and issuance of Unlimited Tax Utility Bonds, Series 2022, in an amount not to exceed \$1,590,000.00 as authorized by the District's Board of Directors by resolution in substantially the form as attached herein in Exhibit A.

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

ADOPTED this 9th day of December, 2021.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney

EXHIBIT A

**RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,590,000
BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
UNLIMITED TAX BONDS, SERIES 2022**

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

WHEREAS, the bonds hereinafter authorized were duly and favorably voted at an election held in the District on November 5, 2019; and

WHEREAS, the Board of Directors of the District hereby determines that bonds in the amount of \$1,590,000 should be issued, as a portion and the first installment of the \$235,600,000 bonds voted at such election, leaving the remaining \$234,010,000 of such bonds, and any other bonds as may hereinafter be authorized by the District voters, to be issued at a later date; Now, Therefore

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 THAT:

1. Definitions. Throughout this resolution the following terms and expressions as used herein shall have the meanings set forth below:

“Accounting Principles” means the accounting principles described in the notes to the Audit as such principles may be changed from time to time to comply with State laws or regulations.

“Act” means Chapters 49 and 54, Texas Water Code.

“Audit” means the audited financial statements of the District prepared by an independent auditor in accordance with the rules of the Texas Commission on Environmental Quality in effect at such time.

“Blanket Issuer Letter of Representations” means the Blanket Issuer Letter of Representations between the District, the Registrar and DTC.

“Board” means the Board of Directors of the District.

“Bond” or “Bonds” means one or more bonds of the issue of Brazos County Municipal Utility District No. 1 Unlimited Tax Bonds, Series 2022, authorized in this Resolution, unless the context clearly indicates otherwise.

“Business Day” means any day which is not a Saturday, Sunday, or a day on which the Registrar is authorized by law or executive order to remain closed.

“Capital Projects Fund” means the fund referred to in this Resolution.

“Closing Date” means February 9, 2022.

“Code” means the Internal Revenue Code of 1986, as amended.

“Debt Service Fund” means the debt service fund confirmed in this Resolution.

“District” means Brazos County Municipal Utility District No. 1.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means the Electronic Municipal Market Access System established by the MSRB.

“Financial Obligation” shall have the meaning of such word as used under the Rule.

“Initial Bond” means the Initial Bond authorized by Section 4 of this Resolution.

“Initial Purchaser” means the initial purchaser of the Bonds identified in Section 23 of this Resolution.

“Interest Payment Date,” when used in connection with any Bond, means September 1, 2022, and each March 1 and September 1 thereafter until maturity or prior redemption of such Bond.

“Material” shall have the meaning of such word as used under federal securities laws.

“MSRB” means the Municipal Securities Rulemaking Board.

“Obligated Person” shall have the meaning of such word as used under the Rule.

“Paying Agent” means the Registrar.

“Record Date” means, for any Interest Payment Date, the fifteenth calendar day of the month next preceding each Interest Payment Date.

“Register” means the books of registration kept by the Registrar, in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Registered Owner.

“Registered Owner” means any person who shall be the registered owner of any outstanding Bond.

“Registrar” means The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, and its successors in that capacity.

“Resolution” as used herein and in the Bonds means this Resolution authorizing the Bonds.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

2. Authorization. The Bonds shall be issued in fully registered form, without coupons, in the total aggregate amount of ONE MILLION FIVE HUNDRED NINETY THOUSAND DOLLARS (\$1,590,000) for the purposes of purchasing, constructing, acquiring, owning, maintaining, operating, repairing, improving, extending, or paying for, inside and outside the district’s boundaries, any and all district works, improvements, facilities, plants, equipment, and appliances needed to provide a waterworks system, sanitary sewer system, and drainage and storm sewer system, including, but not limited to, all costs associated with flood plain and wetlands regulation (including mitigation) and endangered species and stormwater permits (including mitigation) and all additions to such systems and all works, improvements, facilities, plants, equipment, appliances, interests in property, and contract rights necessary or convenient therefor and administrative facilities needed in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Section 59 of Article XVI, Constitution of Texas, and the Act.

3. Designation, Date, and Interest Payment Dates. The Bonds shall be designated as the “BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 UNLIMITED TAX BONDS, SERIES 2022,” and shall be dated February 1, 2022. The Bonds shall bear interest at the rates set forth below from the later of the date of delivery, or the most recent Interest Payment Date to which interest has been paid or duly provided

for, calculated on the basis of a 360-day year of twelve 30-day months, interest payable on September 1, 2022, and semiannually thereafter on each March 1 and September 1 until maturity or prior redemption.

4. Initial Bond; Interest Rates; Maturities; Principal Amounts and Denominations. The Bonds shall be issued bearing the numbers, in the principal amounts, and bearing interest at the rates set forth in the following schedule, and may be transferred and exchanged as set out in this Resolution. The Bonds shall mature on September 1 in each of the years and in the amounts set out in such schedule. The Initial Bond shall be numbered IB-1 and all other Bonds shall be numbered in sequence beginning with R-1. Bonds delivered in transfer of or in exchange for other Bonds shall be numbered in order of their authentication by the Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

<u>Principal Amount</u>	<u>Year</u>	<u>Interest Rate</u>
\$ 25,000	2022	%
40,000	2023	
40,000	2024	
45,000	2025	
45,000	2026	
45,000	2027	
50,000	2028	
50,000	2029	
55,000	2030	
55,000	2031	
55,000	2032	
60,000	2033	
60,000	2034	
65,000	2035	
65,000	2036	
70,000	2037	
70,000	2038	
75,000	2039	
80,000	2040	
80,000	2041	
85,000	2042	
90,000	2043	
90,000	2044	
95,000	2045	
100,000	2046	

5. Optional and Mandatory Redemption. Portions of the Bonds are subject to optional redemption on the dates and at the redemption prices set forth in the form of the Bonds in this Resolution. In addition, portions of the Bonds are subject to mandatory redemption on the dates and at the redemption prices set forth in the form of the Bonds in this Resolution.

Principal amounts may be redeemed only in integral multiples of \$5,000. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Bonds for redemption, the Registrar shall treat each Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000. The Registrar shall select the particular Bonds to be redeemed within any given maturity by lot or other random selection method. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with this Resolution, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Registrar at least 30 days prior to the date fixed for redemption by sending written notice by first class mail to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds outstanding within any one maturity are to be redeemed, the numbers of the Bonds or portions thereof to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest to the date fixed for redemption. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Registered Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

6. Execution of Bonds; Seal. The Bonds shall be signed by the President or Vice President of the Board and countersigned by the Secretary or Assistant Secretary of the Board, by their manual, lithographed, or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the

same effect as if the official seal of the District had been manually impressed upon each of the Bonds. If any officer of the District whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

On the Closing Date, the Initial Bond, being a single bond representing the entire principal amount of the Bonds, (the "Initial Bond"), payable in stated installments to the Initial Purchaser or its designee, executed by manual or facsimile signature of the President or Vice President and Secretary or Assistant Secretary of the Board, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, shall be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Bond, the Registrar shall cancel the Initial Bond and deliver Bonds to DTC in accordance with Section 13.

7. Approval by Attorney General; Registration by Comptroller. The Bonds to be initially issued shall be delivered to the Attorney General of Texas for approval and shall be registered by the Comptroller of Public Accounts of the State of Texas. The manually executed registration certificate of the Comptroller of Public Accounts substantially in the form provided in this Resolution shall be attached or affixed to the Bonds to be initially issued.

8. Authentication. Except for the Initial Bond, which need not be authenticated by the Registrar, in the event the Book-Entry-Only system is discontinued, only such Bonds which bear thereon a certificate of authentication, substantially in the form provided in this Resolution, manually executed by an authorized representative of the Registrar, shall be entitled to the benefits of this Resolution or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Bonds so authenticated were delivered by the Registrar hereunder.

9. Payment of Principal and Interest. The Registrar is hereby appointed as the paying agent for the Bonds. The principal of and interest on the Bonds are payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America. Principal is payable upon presentation and surrender of the Bonds as they respectively become due and payable, whether at maturity or by prior redemption, at the principal payment office of the Registrar in Dallas, Texas. Interest is payable by check or draft dated as of the Interest Payment Date, mailed by the Registrar on each Interest Payment Date to the Registered Owner of record as of the Record Date, first class, postage prepaid, to the address of such Registered Owner as shown in the Register, or by such other customary banking arrangements as may be agreed upon by

the Registrar and the Registered Owner, at the risk and expense of the Registered Owner. Any accrued interest payable at maturity on a Bond shall be paid upon presentation and surrender of such Bond at the operations office of the Registrar.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date such payment was originally due.

10. Successor Registrars. The District covenants that at all times while any Bonds are outstanding it will provide a national or state banking institution, which shall be organized and doing business under the laws of the United States of America or of any State, authorized under such laws to exercise trust powers, and which shall be subject to supervision or examination by federal or state authority, to act as Registrar for the Bonds. The District reserves the right to change the Registrar for the Bonds on not less than 30 days written notice to the Registrar, so long as any such notice is effective not less than 60 days prior to the next succeeding principal or Interest Payment Date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Registered Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

11. Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for 30 days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the District. Such Special Record Date shall be 15 days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five days prior to the Special Record Date, to each affected Registered Owner of record as of the close of business on the day prior to the mailing of such notice.

12. Ownership; Unclaimed Principal and Interest. The District, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute Registered Owner of such Bond for the purpose of making and receiving payment of principal or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Registered Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the District and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Registered Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

13. Book-Entry-Only System. (a) The Initial Bond shall be registered in the name of Cede & Co. Except as provided in this Section 13 hereof, all other Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Resolution. Without limiting the immediately preceding sentence, the District and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Resolution to the contrary, the District and the Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the resolution of the respective Registered Owners, as shown in the Register as provided in this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payments of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Resolution. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Resolution with respect to interest checks being mailed to the Registered Owner of record as of the Record Date, the phrase "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

(c) The execution and delivery of the Blanket Issuer Letter of Representations is hereby approved with such changes as may be approved by the President or Vice President of the Board, and the President or Vice President of the Board is hereby authorized and directed to execute such Blanket Issuer Letter of Representations.

14. Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the District in its sole discretion, determines that the beneficial owners of the Bonds be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the District shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

15. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations.

16. Registration, Transfer, and Exchange. This section is subject to the provisions of Section 13, entitled "Book-Entry-Only System." So long as any Bonds remain outstanding, the Registrar shall keep the Register at its principal payment office and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Resolution.

Each Bond shall be transferable only upon the presentation and surrender thereof at the operations office of the Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond in proper form for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the principal payment office of the Registrar for a Bond or Bonds of like maturity and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Resolution to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The District or the Registrar may require the Registered Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the District.

17. Mutilated, Lost, or Stolen Bonds. Subject to the provisions of Section 13, entitled "Book-Entry-Only System," upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The District or the Registrar may require the Registered Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The District or the Registrar may require the Registered Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

- (1) furnish to the District and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (2) furnish such security or indemnity as may be required by the Registrar and the District to hold them harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and

- (4) meet any other reasonable requirements of the District and the Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Resolution to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

18. Cancellation of Bonds. Subject to the provisions in Section 13, entitled "Book-Entry-Only System," all Bonds paid in accordance with this Resolution, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. Upon request, the Registrar shall furnish the District with appropriate certificates of destruction of such Bonds.

19. Forms. The form of the Bonds, including the form of the Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas, which shall be attached or affixed to the Bonds initially issued, shall be, respectively, substantially as follows, with such additions, deletions and variations as may be necessary or desirable and not prohibited by this Resolution, including any legend regarding bond insurance if such insurance is obtained by the purchaser:

a. Form of Bond

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BRAZOS

REGISTERED
NUMBER
R-__

REGISTERED

\$ _____

BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
UNLIMITED TAX BOND
SERIES 2022

INTEREST RATE:	MATURITY DATE:	ISSUE DATE:	CUSIP NO.:
		February 1, 2022	

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 (the “District”) promises to pay to the Registered Owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal payment office of the registrar (the “Registrar”), initially, The Bank of New York Mellon Trust Company, N.A., in Dallas, Texas, the principal amount identified above, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the delivery date, or the most recent interest payment date to which interest has been paid or duly provided for. Principal of and interest on this Bond are payable in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America. Interest on this Bond is payable by check or draft on each September 1 and March 1 until the earlier of maturity or prior redemption, beginning on September 1, 2022, mailed to the Registered Owner as shown on the books of registration kept by the Registrar as of the fifteenth day of the month next preceding each interest payment date (the “Record Date”), or by such other customary banking arrangements as may be agreed upon by the Registrar and the Registered Owner, at the risk and expense of the Registered Owner. The Bond is dated as of the Issue Date.

THIS BOND is one of a duly authorized issue of Bonds, aggregating \$1,590,000 (the "Bonds"), issued for the purposes of purchasing, constructing, acquiring, owning, maintaining, operating, repairing, improving, extending, or paying for, inside and outside the district's boundaries, any and all district works, improvements, facilities, plants, equipment, and appliances needed to provide a waterworks system, sanitary sewer system, and drainage and storm sewer system, including, but not limited to, all costs associated with flood plain and wetlands regulation (including mitigation) and endangered species and stormwater permits (including mitigation) and all additions to such systems and all works, improvements, facilities, plants, equipment, appliances, interests in property, and contract rights necessary or convenient therefor and administrative facilities needed in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapters 49 and 54 of the Texas Water Code, and by authority of an election held for and within the District on November 4, 2014, and pursuant to a resolution adopted by the Board of Directors on January 12, 2022 (the "Resolution").

THIS BOND, and the other Bonds of the series of which it is a part, are payable from the proceeds of an annual ad valorem tax levied without legal limitation as to rate or amount upon all taxable property within the District. Reference is hereby made to the Resolution for a complete description of the terms, covenants and provisions pursuant to which this Bond and said series of Bonds are secured and made payable; the respective rights thereunder of the Registered Owners of the Bonds, the District and the Registrar; and the terms upon which the Bonds are, and are to be, registered and delivered.

THE DISTRICT RESERVES THE RIGHT, at its option, to redeem the Bonds maturing on or after September 1, 2028, prior to their scheduled maturities, in whole or in part, in integral multiples of \$5,000, on September 1, 2027, or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Bonds for redemption, the Registrar shall treat each Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000. The Registrar shall select the particular Bonds to be redeemed within any given maturity by lot or other random selection method. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with the provisions of the Resolution, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered. Reference is made to the Resolution for complete details concerning the manner of redeeming the Bonds.

IN ADDITION TO BEING SUBJECT TO OPTIONAL REDEMPTION, THE BONDS ISSUED AS TERM BONDS maturing on March 1, in each of the years _____, _____, and _____ (collectively, the "Term Bonds") are subject to mandatory

redemption prior to maturity in the following amounts (subject to reduction as hereinafter provided), on the following dates ("Mandatory Redemption Dates"), at a price equal to the principal amount redeemed plus accrued interest to each Mandatory Redemption Date, subject to the conditions set forth below:

TERM BOND 20

<u>Mandatory Redemption</u>	<u>Principal Amount</u>
September 1, 20	\$
September 1, 20 (maturity)	\$

TERM BOND 20

<u>Mandatory Redemption</u>	<u>Principal Amount</u>
September 1, 20	\$
September 1, 20 (maturity)	\$

TERM BOND 20

<u>Mandatory Redemption</u>	<u>Principal Amount</u>
September 1, 20	\$
September 1, 20 (maturity)	\$

ON OR BEFORE 30 days prior to each Mandatory Redemption Date set forth above, the Registrar shall (i) determine the principal amount of such Term Bond that must be mandatorily redeemed on such Mandatory Redemption Date, after taking into account deliveries for cancellation and optional redemptions as more fully provided for below, (ii) select, by lot or other customary random method, the Term Bond or portions of the Term Bond of such maturity to be mandatorily redeemed on such Mandatory Redemption Date, and (iii) give notice of such redemption as provided in the Bond Resolution. The principal amount of any Term Bond to be mandatorily redeemed on such Mandatory Redemption Date shall be reduced by the principal amount of such Term Bond which, by the 45th day prior to such Mandatory Redemption Date, either has been purchased in the open market and delivered or tendered for cancellation by or on behalf of the District to the Registrar or optionally redeemed and which, in either case, has not previously been made the basis for a reduction under this sentence.

NOTICE OF ANY REDEMPTION shall be given at least 30 days prior to the date fixed for redemption by first class mail, addressed to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which

would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the operations office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his authorized representative, subject to the terms and conditions of the Resolution.

THIS BOND IS EXCHANGEABLE at the operations office of the Registrar for bonds in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Resolution.

NEITHER THE DISTRICT nor the Registrar shall be required to transfer or exchange any Bond during the period beginning on a Record Date and ending on the next succeeding interest payment date or to transfer or exchange any Bond called for redemption during the 30-day period prior to the date fixed for redemption of such Bond.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Resolution unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Resolution.

THE DISTRICT has covenanted in the Resolution that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed first class, postage prepaid, to each Registered Owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, without legal limit as to rate or amount, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the District and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the President or Vice President of the Board of Directors and countersigned with the manual or facsimile signature of the Secretary or Assistant Secretary of the Board

of Directors, and the official seal of the District has been duly impressed, or placed in facsimile, on this Bond.

(SEAL)

BRAZOS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 1

President, Board of Directors

Secretary, Board of Directors

b. Form of Registration Certificate of Comptroller of Public Accounts

COMPTROLLER'S REGISTRATION CERTIFICATE:

REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this

.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

c. Form of Registrar's Authentication Certificate

AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been delivered pursuant to the Resolution described in the text of this Bond, in exchange for or in replacement of a bond, bonds or a portion of a bond or bonds of a series which was originally approved by the Attorney General of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

The Bank of New York Mellon Trust
Company, N.A.

By: _____
Authorized Signature
Date of Authentication:

d. Form of Assignment

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

Registered Owner

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program.

NOTICE: The signature above must correspond to the name of the Registered Owner as shown on the face of this Bond in every particular, without any alteration, enlargement or change whatsoever.

e. The Initial Bond shall be in the form set forth in paragraphs a, b, and d of this Section, except for the following alternations:

i. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the word "CUSIP No." deleted;

ii. in the first paragraph of the Bond, the words "on the maturity date specified above," "the principal amount identified above," and "at the rate shown above" shall be deleted and the following shall be inserted at the end of the first sentence " . . . , with such principal to be paid in installments on September 1 in each of the years and in the principal amounts identified in the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule:"

[Information to be inserted from schedule in Section 4]

iii. the Initial Bond shall be numbered IB-1.

20. Legal Opinion; CUSIP; Bond Insurance. The approving opinion of Allen Boone Humphries Robinson LLP, Houston, Texas, and CUSIP numbers may be printed on the Bonds, but errors or omissions in the printing of such opinion or such numbers shall have no effect on the validity of the Bonds. If bond insurance is obtained by the purchaser, the Bonds may bear an appropriate legend as provided by the insurer.

21. Debt Service Fund; Tax Levy. The Debt Service Fund is hereby confirmed and the proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by this Resolution shall be deposited, as collected, in such Fund. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other District taxes are assessed, levied and collected, in each year, beginning in the current year, a continuing direct annual ad valorem tax, without legal limit as to rate, upon all taxable property in the District, sufficient to pay the interest on the Bonds as the same becomes due and full allowance being made for funds available and allocated from other sources to pay debt service, delinquencies, costs of collection, and Paying Agent/Registrar fees, and said taxes are

hereby irrevocably pledged to the payment of the interest on and principal of the Bonds and to no other purpose.

There is hereby appropriated from the proceeds of sale of the Bonds twelve (12) months' interest on the Bonds, which amount shall be deposited into the Debt Service Fund and used to pay interest on the Bonds, and such amount shall be used for no other purpose.

22. Further Proceedings. After the Bonds to be initially issued have been executed, it shall be the duty of the President or Vice President and Secretary or Assistant Secretary of the Board and other appropriate officials and agents of the District to deliver the Bonds to be initially issued and all pertinent records and proceedings to the Attorney General of Texas, for examination and approval. After the Bonds to be initially issued have been approved by the Attorney General, they shall be delivered to the Comptroller of Public Accounts of the State of Texas for registration. Upon registration of the Bonds to be initially issued, the Comptroller of Public Accounts (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

23. Sale; Proceeds. The sale and delivery of the Bonds to _____ (herein referred to as the "Initial Purchaser") at a price of \$_____, plus accrued interest thereon to date of delivery, is hereby authorized, approved, ratified and confirmed, subject to the approving opinion as to the legality of the Bonds of the Attorney General of Texas, and of Allen Boone Humphries Robinson LLP, Houston, Texas, bond counsel. It is hereby found and declared that the Initial Purchaser's bid produced the lowest net effective interest rate for the Bonds after advertisement and public sale, and that the net effective interest rate resulting from such bid is _____%, which rate is less than the maximum rate permitted by law, and is determined to be in the District's best interest, per Section 1201.022(a)(3)(B) of the Government Code.

Capitalized and accrued interest on the Bonds shall be deposited into the Debt Service Fund upon receipt. The remaining proceeds of sale of the Bonds shall be deposited into the Capital Projects Fund and shall be used for the purposes set forth in this Resolution and to pay costs of issuance. After the entire system described in this Resolution is constructed, any remainder shall be transferred to the Debt Service Fund, in accordance with the applicable laws and regulations, in effect at such time.

24. Investments. Moneys deposited into the Debt Service or Capital Projects Funds and any other fund or funds that the District may lawfully create may be invested or reinvested in authorized investments. All investments and any profits realized from or interest accruing on such investments shall belong to the fund from which the moneys

for such investments were taken; provided, however, that in the discretion of the Board of Directors the profits realized from and interest accruing on investments made from any fund may be transferred to the Debt Service Fund.

25. Defeasance and Refunding. The District reserves the right to defease or refund the Bonds in any manner provided by law.

26. Remedies in Event of Default. In addition to all of the rights and remedies provided by laws of the State of Texas, the District further covenants and agrees that in the event of default in payment of principal or interest on any of the Bonds when due, or, in the event it fails to make the payments required to be made into the Debt Service Fund or any other fund or defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Resolution, the Registered Owners shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the District and the officials thereof to observe and perform the covenants, obligations or conditions prescribed in this Resolution. Any delay or omission to exercise any right or power occurring upon any default shall not impair any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

27. Federal Income Tax Exclusion.

(a) General. The District intends that the interest on the Bonds shall be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable Income Tax Regulations (the "Regulations"). The District covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Bonds to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes. In particular, the District covenants and agrees to comply with each requirement of this Section 27; provided, however, that the District shall not be required to comply with any particular requirement of this Section 27 if the District has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or if the District has received a Counsel's Opinion to the effect that compliance with some other requirement set forth in this Section 27 will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Section 27.

(b) No Private Use or Payment and No Private Loan Financing. The District covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate the use of

property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bonds will not be “private activity bonds” within the meaning of section 141 of the Code and the Regulations promulgated thereunder. Moreover, the District shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “private activity bonds” within the meaning of section 141 of the Code and the Regulations promulgated thereunder.

(c) No Federal Guarantee. The District covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code and the applicable Regulations thereunder, except as permitted by section 149(b)(3) of the Code and such Regulations.

(d) No Hedge Bonds. The District covenants and agrees that it has not and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code and the applicable Regulations thereunder.

(e) No Arbitrage. The District covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder. Moreover, the District shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the District will reasonably expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder.

(f) Arbitrage Rebate. If the District does not qualify for an exception to the requirements of Section 148(f) of the Code relating to the required rebate to the United States, the District will take all necessary steps to comply with the requirement that certain amounts earned by the District on the investment of the “gross proceeds” of the Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the District will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the District allocable to other bond issue of the District or moneys which do not represent gross proceeds of any bonds of the District,

(ii) calculate at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the District will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(g) **Information Reporting.** The District covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the applicable Regulations promulgated thereunder.

(h) **Continuing Obligation.** Notwithstanding any other provision of this Resolution, the District's obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Bonds.

28. **Qualified Tax-Exempt Obligations.** The District hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of section 265(b) of the Code. In connection therewith, the District represents (a) that the aggregate amount of tax-exempt obligations issued by the District during calendar year 2022, including the Bonds, which have been designated as "qualified tax-exempt obligations" under section 265(b)(3) of the Code does not exceed \$10,000,000, and (b) that the reasonably anticipated amount of tax-exempt obligations which will be issued by the District during calendar year 2022, including the Bonds, will not exceed \$10,000,000. For purposes of this Section, the term "tax-exempt obligation" does not include "private activity bonds" within the meaning of section 141 of the Code, other than "qualified 501(c)(3) bonds" within the meaning of section 145 of the Code. In addition, for purposes of this Section the District includes all governmental units which are aggregated with the District under section 265(b) of the Code.

29. **Official Statement.** The District ratifies and confirms its prior approval of the form and content of the Preliminary Official Statement prepared in the initial offering of the Bonds and hereby authorizes and approves the amendment of the Preliminary Official Statement to add the terms of the Initial Purchaser's bid and to make any other changes necessary to comply with the provisions of this Resolution and existing law. The use of such final Official Statement in the reoffering of the Bonds by the Initial Purchaser

is hereby approved and authorized. The proper officials of the District are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

30. Continuing Disclosure Undertaking.

(a) Annual Reports. The District shall provide annually to EMMA, within six months after the end of each fiscal year of the District ending in or after 2021, Annual Financial Information and Operating Data with respect to the District. Any financial statements so provided shall be (1) prepared in accordance with the Accounting Principles described in this Resolution and (2) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the District shall provide unaudited financial statements for the applicable fiscal year to EMMA within such six month period, and audited financial statements, when the audit report on such statements becomes available.

If the District changes its fiscal year, the District will notify EMMA of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's internet website or filed with the SEC.

All documents provided to EMMA by the District pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

The District shall notify EMMA, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this subsection (a) by the time required by this subsection (a).

(b) Event Notices. The District shall notify EMMA, in a timely manner, not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if Material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;

- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other Material notices or determinations with respect to the tax status of the Bonds, or other Material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if Material;
- (8) Bond calls, if Material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if Material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the District or other Obligated Person;
- (13) Consummation of a merger, consolidation, or acquisition involving the District or other Obligated Person or the sale of all or substantially all of the assets of the District or other Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if Material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if Material;
- (15) Incurrence of a Financial Obligation of the District or other Obligated Person, if Material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District or other Obligated Person, any of which affect Beneficial Owners of the Bonds, if Material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District or other Obligated Person, any of which reflect financial difficulties.

(c) Limitations, Disclaimers, and Amendments. The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an Obligated Person with respect to the Bonds, except that the District in any event will give the notice required by subsection (b) of this Section of any Bond calls and defeasance that cause the District to be no longer such an Obligated Person.

The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under this Resolution for purposes of any other provision of this Resolution.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

The provisions of this Section may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District but only if the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the original primary offering of the Bonds in compliance with the Rule, taking into account any amendments and interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and either the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the outstanding Bonds consent to such amendment or a Person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Bonds. If the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative

form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The District may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but in either case only if and to the extent that its right to do so would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

31. Related Matters. To satisfy in a timely manner all of the District's obligations under this Resolution, the President or Vice President and Secretary or Assistant Secretary of the Board of Directors of the District and all other appropriate officers and agents of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Resolution.

32. Registrar. The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the District are hereby authorized to execute such agreement for and on behalf of the District.

33. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Resolution, against any official or employee of the District or any person executing any Bonds.

34. District's Successors and Assigns. Whenever in this Resolution the District is named and referred to it shall be deemed to include its successors and assigns, and all covenants and agreements in this Resolution by or on behalf of the District, except as otherwise provided herein, shall bind and inure to the benefit of its successors and assigns whether or not so expressed.

35. Benefits of Resolution Provisions. Nothing in this Resolution or in the Bonds, expressed or implied, shall give or be construed to give any person, firm or corporation, other than the District, the Registrar and the Registered Owners, any legal or equitable right or claim under or in respect of this Resolution, or under any covenant, condition or provision herein contained, all the covenants, conditions and provisions contained in this Resolution or in the Bonds being for the sole benefit of the District, the Registrar and the Registered Owners.

36. Severability Clause. If any word, phrase, clause, sentence, paragraph, section or other part of this Resolution, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Resolution and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Resolution to any other persons or circumstances shall not be affected thereby.

37. Open Meeting. It is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code.

EXECUTION PAGE FOLLOWS

PASSED AND APPROVED on this 12th day of January, 2022.

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

I, the undersigned officer of the Board of Directors of Brazos County Municipal Utility District No. 1, hereby certify as follows:

1. The Board of Directors of Brazos County Municipal Utility District No. 1 convened in regular session on January 12, 2022, and the roll was called of the members of the Board:

Robert "Hunter" Goodwin	President
Charles Moreau	Vice President
Lawrence B. Hodges, Jr.	Secretary
Kyle Davis	Assistant Secretary
Brian G. Fisher	Assistant Vice President

and all of said persons were present except Director(s) _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,590,000
BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
UNLIMITED TAX BONDS, SERIES 2022

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried unanimously.

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code, and Section 49.063, Texas Water Code, as suspended by the Governor of the State of Texas.

SIGNED AND SEALED on this 12th day of January, 2022.

(SEAL)

Secretary, Board of Directors

December 9, 2021

Item No. 7.7.

Contract with TransGard LLC for the Purchase and Installation of Animal Deterrent Fencing at Electric Substations

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the award of a contract to TransGard LLC for the purchase, delivery, and installation of animal deterrent fencing at two (2) electric substations for an amount not to exceed \$120,072.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends awarding contract 22300117 to TransGard LLC for an amount not to exceed \$120,072 for the Purchase and Installation of Animal Deterrent Fencing at Electric Substations.

Summary: In order to mitigate substation outages caused by wildlife, CSU identified the need for an electric fence designed to deter wildlife from coming in contact with the substation equipment that is safe for our personnel and has the ability for remote control and monitoring of the electric fence. Wildlife has caused many past outages in which hundreds to thousands of customers were affected and extensive damage was done to substation equipment.

The TransGard Substation Protection System provides a low voltage electrical fence that is designed to keep wildlife (snakes, squirrels, and other land animals) from entering substation areas and risking damages and/or outages.

The TransGard Substation Protection system has been installed at six substations, in 2017 and 2019. The animal control fence has proven successful in deterring wildlife from contacting the energized substation equipment. CSU personnel have found the system safe and easy to work with. This contract will allow the animal control fencing to be installed at two (2) additional substations: Spring Creek and Graham Road.

TransGard has been approved as a sole source vendor and is therefore exempt from competitive bidding. TransGard is the sole manufacturer of this system, and their product is patented as the only electrified animal deterrent fence available for substations.

Budget & Financial Summary: Funds for this contract are available in the Electric Department's FY22 Capital Budget.

Attachments:

1. 22300117 Transgard Contract
2. Sole Source-Transgard

**CITY OF COLLEGE STATION
GENERAL SERVICE CONTRACT**

This General Service Contract is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the “City”) and
Transgard LLC (the “Contractor”),
for the following work:
Purchase, Delivery and Installation of Animal Control Fencing at two substations as specified
as described in the Scope of Services attached as **Exhibit “A”**.

**ARTICLE I
PAYMENT AND TERM**

1.01 Consideration. In consideration for the services performed in the Scope of Services and Contractor’s Completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed
One Hundred Twenty Thousand Seventy-Two **and 00 /100 Dollars**
(\$ 120,072.00).

1.02 Payment Application. Within **seven (7)** calendar days of completion of the services the Contractor will submit its payment application to the City.

1.03 City’s Payment and Approval. The City will pay Contractor as shown in **Exhibit “B”** Payment Schedule, for the services performed no later than **thirty (30)** calendar days from the date of the City’s receipt of the payment application and the City’s approval of the services.

☒ **1.04 Time is of the Essence.** The Contractor must complete all the services described in the Scope of Services by the following dates:
within 150 days following Contract Execution or May 15, 2022, whichever occurs first .

OR

☐ **1.04 Term.** The initial term of the Contract is for one (1) year with the option to renew for two (2) additional one (1) year terms for a total of three (3) years. Any renewal must be in writing and executed by the parties.

1.05 Executed Contract. The “Notice to Proceed” will not be given nor shall any work commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.

**ARTICLE II
CHANGE ORDERS**

2.01 Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City

or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

- (a) **City Manager Approval.** When the original Contract amount plus all change orders is \$100,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$100,000. For such contracts, when a change order results in a total contract amount that exceeds \$100,000, the City Council of the City must approve such change order prior to commencement of the services or work; and
- (b) **City Council Approval.** When the original contract amount plus all change orders is greater than \$100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000. For such contracts, when a change order exceeds \$50,000, the City Council of the City must approve such change order prior to commencement of the services or work. The sum of all change orders may not exceed 25% of the original contract amount.
- (c) **Increase in Scope.** Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in Article I of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.
- (d) **Dispute.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.01 Independent Contractor. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The Contractor shall be solely responsible for and have control over the means, methods, techniques and procedures, and for coordination of all portions of the work or services. Unless otherwise provided in the Contract, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work or services. In addition, at the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the work or services required by the Contract or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. The City will not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that

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

3.02 Subcontractor. The term “subcontractor” shall mean and include only those hired by and having a direct contact with Contractor for performance of work or services on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work or services on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

ARTICLE IV INSURANCE

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

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

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

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

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

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

- (a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- (b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City’s Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit C**; and shall be approved by the City before work begins.
- (c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.

- (d) The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
- (e) The City will not accept “claims made” policies.
- (f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

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

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

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

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

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

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

ARTICLE V INDEMNIFICATION AND RELEASE

5.01 Indemnification. The Contractor shall indemnify, hold harmless, and defend the City, its Council members, officials, officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Contractor under this Contract. 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. 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.

5.02 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's 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 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. 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.

ARTICLE VI GENERAL TERMS

6.01 Performance. Contractor, its employees, associates, or subcontractors shall perform all the work or services described in the Scope of Services in a good, workmanlike, and professional manner and in accordance with this Contract, and all applicable laws, codes, and regulations. Contractor shall be fully qualified and competent to perform the work or services. Contractor shall undertake and complete the work or services in a timely manner.

6.02 Termination. The City may terminate the Project and this Contract, at any time, for convenience. In the event of such termination the City will notify the Contractor in writing and the Contractor shall cease work immediately. Contractor shall be compensated for the work or services performed. Should the City terminate this Contract for convenience, the City shall pay Contractor for the work or services performed and expenses incurred before the date of termination.

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

6.04 Amendment. This Contract may only be amended by written instrument approved and executed by the parties.

6.05 Taxes. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

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

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

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

6.09 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.

6.10 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Agreement as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Agreement excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Agreement without necessity of additional consideration.

6.11 Entire Agreement. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

6.12 Agree to Terms. The parties state that they have read the terms and conditions of this Contract and agree to the terms and conditions contained in this Contract.

6.13 Effective Date. This Contract goes into effect when duly approved by all the parties hereto.

6.14 Notice. Any official notice under this Contract will be sent to the following addresses:

CITY OF COLLEGE STATION

TRANSGARD LLC

Attn: Cody Leis

Attn: Ryan Topping

PO BOX 9960

1000 Vogelsong Rd

1101 Texas Ave

York, PA 17404

College Station, TX 77842

 cleis@cstx.gov

rtopping@transgardsolutions.com

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

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

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

6.18 Verification No Boycott. To the extent applicable, this Contract is subject to the following:

- (a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it i) does not

boycott Israel; and ii) will not boycott Israel during the term of this Contract;

- (b) Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Contractor herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Contract.

List of Exhibits

- A.** Scope of Services
- B.** Payment Schedule
- C.** Certificates of Insurance

TRANSGARD LLC

CITY OF COLLEGE STATION

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
SCOPE OF SERVICES

The terms and conditions of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

This contract is for the purchase, delivery and installation of animal control fencing at the following electric substations: Spring Creek Substation and Graham Road Substation

All materials are to be delivered to the Substations at the following addresses:

Spring Creek Substation:

3005 Midtown Dr, College Station 77845

Graham Road Substation:

1899 Arnold Rd, College Station 77845

Please contact Timothy Homeyer, Substation Supervisor at 979-764-3404, twenty-four (24) hours prior to delivery of materials. In the event, you are unable to contact Timothy, please call Cody Leis, Substation & Metering Superintendent, 979-764-6226.

Prepared By Ryan Topping Contact Name Cody Leis
 Phone (717) 900-6140 Phone 979-764-6226
 Email rtopping@transgardsolutions.com Email cleis@cstx.gov

Bill To Name City of College Station Utilities Ship To Name City of College Station Utilities
 Bill To TX Ship To TX

Product	Product Description	Line Item Description	Quantity	Sales Price	Total Price
TGF-33P-PMSA-N	TransGard 10' x 4' Snake Fence Panel, Premium 0.25" Perforated Aluminum Snake Mesh & 14 Gauge 1" GAW Wire Mesh. Includes galvanized steel circular based stand with insulator sleeve, SnakeGard, panel to panel jumper wires, installation hardware and safety signs.	Spring Creek	52.00	\$725.00	\$37,700.00
TGF-33P-PMSA-E	TransGard 10' x 4' Snake Fence Exit Panel, Premium 0.25" Perforated Aluminum Snake Mesh & 14 Gauge 1" GAW Wire Mesh, Hinged Exit Gate. Includes galvanized steel circular based stand with insulator sleeve, SnakeGard, panel to panel jumper wires, installation hardware and safety signs.	Spring Creek	2.00	\$1,795.00	\$3,590.00
TGF-23P-PMSA-N	TransGard 6'6" x 4' Snake Fence Panel, Premium 0.25" Perforated Aluminum Snake Mesh & 14 Gauge 1" GAW Wire Mesh. Includes galvanized steel circular based stand with insulator sleeve, SnakeGard, panel to panel jumper wires, installation hardware and safety signs.	Spring Creek	2.00	\$635.00	\$1,270.00
TGF-13P-PMSA-N	TransGard 3'4" x 4' Snake Fence Panel, Premium 0.25" Perforated Aluminum Snake Mesh & 14 Gauge 1" GAW Wire Mesh. Includes galvanized steel circular based stand with insulator sleeve, SnakeGard, panel to panel jumper wires, installation hardware and safety signs.	Spring Creek	2.00	\$505.00	\$1,010.00
TGF-AC-1012	TransGard Fence - 10" Wind Anchor Kit A. Includes (2) 10" Screw Type Anchors, Threaded Stand with Anchor Brackets, and Threaded Cap.	Spring Creek	18.00	\$166.00	\$2,988.00
TGE-1-CC01-PA	TransGard Primary Entryway, Full Door, Integrated Control Center, Premium Anchoring. Control Center includes the energizer, power supply with line conditioner, service disconnect and alert beacon.	Spring Creek	1.00	\$5,795.00	\$5,795.00
TGE-1-NC01-PA	TransGard Secondary Entryway, Full Door, No Control Center, Premium Anchoring.	Spring Creek	1.00	\$4,595.00	\$4,595.00
TGF-33P-PMSA-N	TransGard 10' x 4' Snake Fence Panel, Premium 0.25" Perforated Aluminum Snake Mesh & 14 Gauge 1" GAW Wire Mesh. Includes galvanized steel circular based stand with insulator sleeve, SnakeGard, panel to panel jumper wires, installation hardware and safety signs.	Graham Rd	40.00	\$725.00	\$29,000.00
TGF-33P-PMSA-E	TransGard 10' x 4' Snake Fence Exit Panel, Premium 0.25" Perforated Aluminum Snake Mesh & 14 Gauge 1" GAW Wire Mesh, Hinged Exit Gate. Includes galvanized steel circular based stand with insulator sleeve, SnakeGard, panel to panel jumper wires, installation hardware and safety signs.	Graham Rd	2.00	\$1,795.00	\$3,590.00
TGF-23P-PMSA-N	TransGard 6'6" x 4' Snake Fence Panel, Premium 0.25" Perforated Aluminum Snake Mesh & 14 Gauge 1" GAW Wire Mesh. Includes galvanized steel circular based stand with insulator sleeve, SnakeGard, panel to panel jumper wires, installation hardware and safety signs.	Graham Rd	2.00	\$635.00	\$1,270.00
	TransGard 3'4" x 4' Snake Fence Panel, Premium 0.25" Perforated Aluminum Snake Mesh & 14 Gauge 1" GAW Wire Mesh. Includes	Graham			

TGF-13P-PMSA-N	galvanized steel circular based stand with insulator sleeve, SnakeGard, panel to panel jumper wires, installation hardware and safety signs.	Rd	2.00	\$505.00	\$1,010.00
TGF-AC-1012	TransGard Fence - 10" Wind Anchor Kit A. Includes (2) 10" Screw Type Anchors, Threaded Stand with Anchor Brackets, and Threaded Cap.	Graham Rd	14.00	\$166.00	\$2,324.00
TGE-1-CC01-PA	TransGard Primary Entryway, Full Door, Integrated Control Center, Premium Anchoring. Control Center includes the energizer, power supply with line conditioner, service disconnect and alert beacon.	Graham Rd	1.00	\$5,795.00	\$5,795.00
TGE-1-NC01-PA	TransGard Secondary Entryway, Full Door, No Control Center, Premium Anchoring.	Graham Rd	1.00	\$4,595.00	\$4,595.00
Installation	Installation of entryways, stands, panels, and panel-to-panel jumper wires. AC power connections and grounding not performed by TransGard crew.	Spring Creek & Graham Rd	1.00	\$8,400.00	\$8,400.00
Shipping	Shipping & Handling	Spring Creek & Graham Rd	1.00	\$7,140.00	\$7,140.00

Subtotal

\$120,072.00

Shipping

via Flatbed Trailer

Grand Total

\$120,072.00

EXHIBIT B
PAYMENT SCHEDULE

☐ The Contractor must submit *monthly* invoices to the City, accompanied by an explanation of charges, fees, services, and expenses. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

-OR-

☒ Payment is a fixed fee in the amount listed in Article I of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

Schedule of Payment for each phase:

Payment upon completion of both projects, acceptance by City of College Station and receipt of Invoice.

Spring Creek Substation	\$ 61,148.00
Graham Road Substation	51,784.00
Shipping	7,140.00
Grand Total	\$ 120,072.00

EXHIBIT C
CERTIFICATES OF INSURANCE

Contract No. 22300117
General Service Contract
Form 08-10-2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/04/2021

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

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

PRODUCER Covenant Insurance Group 1940 Carlisle Rd York PA 17408		CONTACT NAME: Vita Morton PHONE (A/C, No, Ext): (717)292-2028 E-MAIL ADDRESS: Vitam@covenantcares.com FAX (A/C, No): 7172924860	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Erie Insurance Exchange	
		INSURER B: Flagship City Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

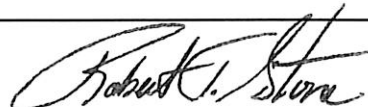
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:						
A	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						
	☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						
	☒ HIRED AUTOS ONLY						
A	UMBRELLA LIAB ☒ OCCUR						
	☒ EXCESS LIAB ☐ CLAIMS-MADE						
	DED ☐ RETENTION \$						
	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					
B							

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

City of College Station is Additional Insured. A waiver of subrogation applies in favor of City of College Station for all policies.
Other States Insurance applies by contract to all states, except for the monopolistic states of ND, OH, WA, and WY.

CERTIFICATE HOLDER**CANCELLATION**

City of College Station PO Box 9960 1101 Texas Ave College Station TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Fax: Email:

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ACORD 25 (2016/03)

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CITY OF COLLEGE STATION
Sole Source Justification

Vendor: Transgard Solutions Requisition #:

Product/Service: Wildlife Protection Fence for 2 Electric Substations

Estimated expenditure for the above commodity or service: \$120,072.00

This form must be completed for each requisition/contract that provides for proprietary (sole source) acquisition of goods and services valued at a total amount of \$3,000 or more. If more space is needed, please attach additional page(s). **Inadequate justification or documentation for a request for non-competitive procurement will result in a solicitation of bids or quotes.**

Unique Features. Specify the unique features or characteristics of the goods or services that are requested:

Transgard LLC offers the only modular electrified wildlife protection fence product available.

Special Needs. Briefly explain why the unique specifications restrict the requisition to one manufacturer or provider:

Transgard LLC product is protected under U.S. Patent Number 6,712,339.

Other Sources. State the reason or reasons why competing products are not satisfactory, e.g. a justification for the proprietary (sole source) acquisition:

Transgard LLC provides the ability to monitor and control the status of the fence remotely through their proprietary control center.

Check all entries below that apply to the proposed purchase. (More than one entry will apply to most sole source products/services requested).

1. ☐ SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO OTHER DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. **Item No. 3 also must be completed.**)
2. ☐ SOLE SOURCE REQUEST IS FOR THE ONLY BRAZOS COUNTY AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. **Item No. 3 also must be completed.**)
3. ☒ THIS IS THE ONLY ITEM OR SERVICE REASONABLY KNOWN THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
4. ☐ CAPTIVE REPLACEMENT PARTS OR COMPONENTS FOR EQUIPMENT: THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
5. ☒ THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION OR COMPATIBILITY WITH EXISTING EQUIPMENT OPERATIONS OR SERVICES. (Attach Memorandum describing basis for standardization request.)

6. ☐ NONE OF THE ABOVE IS APPLICABLE. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN THE ATTACHED MEMORANDUM.

The undersigned attests that the above is true and correct and requests that this purchase be exempt from the City's purchasing policies and applicable state law requirements for competitive procurement.

TIMOTHY R. CRABB, P.E.
DEPARTMENT DIRECTOR PRINTED NAME

Timothy Ray Crabb, P.E.
DEPARTMENT DIRECTOR SIGNATURE

ELECTRIC
DEPARTMENT

11/12/2021
DATE

(FOR PURCHASING DEPARTMENT USE ONLY)

____ APPROVED

____ NOT APPROVED

REASON, IF NOT APPROVED: _____

BY: _____ DATE: _____

Sole Source Justification Memorandum

Item 3: To mitigate substation outages caused by wildlife, COCS identified the need for an electric fence that is designed not only to deter wildlife from coming in contact with our energized substation equipment, but also is safe for our personnel. Another requirement is the ability to remotely control and monitor the electric fence.

TransGard is the only vendor that meets both the requirements identified by COCS. The TransGard Substation Protection system provides a low voltage electrical fence that is designed to keep wildlife (snakes, squirrels, and other land animals) from getting into substation areas and causing damages and/or outages. The system can also be monitored and controlled remotely.

Their system is patented and they are the sole manufacturer. A letter of Sole Source Justification has been provided by Transgard and is attached to this memo.

Item 5: In 2019, the TransGard Substation Protection system was installed at five (5) substations. Contract 19300674 was approved on August 22, 2019. This new contract will provide the same protection system for the last two (2) substations. Utilizing the same system for all substations will allow for parts to be interchangeable if a repair is needed.



Keep **animals out.** Keep the **power on.**

Sole Source Justification

To whom it may concern,

TransGard, LLC is the sole source/single supplier of innovative animal mitigation products including the modular electric Animal Deterrent Fence System and the Laser Bird Defense System, both designed for electric utility substations.

The Animal Deterrent Fence System includes, but is not limited to, the proprietary control center, entryway/gateway design, modular fence panels of varying size and securing stands. This Transgard LLC product is protected under U.S. Patent Number 6,712,339 and Canadian Patent Number 2,317,254. As such, the aforementioned product may only be manufactured and sold by TransGard, LLC and authorized manufacturer representatives. There are no alternative producers or providers of the product due to the patent protection of this system and all components and connections are created exclusively for and/or by TransGard, LLC.

The Laser Bird Defense System is also patented and available exclusively through Transgard LLC, the sole source/single supplier for the Electric Utility industry.

If more information is desired, do not hesitate to contact TransGard, LLC at (717) 900-6140 or at www.transgardfence.com. Thank you for your interest in our products.

Bill Reichard
President
TransGard LLC

TransGard LLC
1000 Vogelsong Road, York, PA 17404
Office (717) 900-6140 • Fax (717) 850-2657
www.transgardfence.com

December 9, 2021

Item No. 7.8.

Presentation, discussion, and possible action regarding approval of the City's Annual Price Agreement for Meter Sockets for CSU Electric, with estimated annual expenditures through KBS Electrical Distributors, for an amount not to exceed \$103,608.70.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of the City's Annual Price Agreement for Meter Sockets for CSU Electric, with estimated annual expenditures through KBS Electrical Distributors, for an amount not to exceed \$103,608.70.

Relationship to Strategic Goals:

Core Services and Infrastructure
Financially Sustainable City

Recommendation(s): Staff recommends award of the annual price agreement with KBS Electrical Distributors, Inc. for \$103,608.70. These estimates are based on quantities within past fiscal years' history for City-wide Electrical Warehouse needs.

Summary: Staff issued Bid #22-010 on October 15, 2021, for Meter Sockets for Electric Inventory Items. Three (3) sealed bid responses were received and reviewed by Electric Staff to ensure the compliance of required specifications. Although Priester Mell & Nicholson Inc. was the overall lowest vendor, their product lead times were significantly longer than KBS Electric Distributors'. With the supply chain problems we are encountering, lead times for shipping and receiving must be more heavily considered to ensure we have materials on hand to accommodate development throughout the City. KBS Electrical Distributors provided a complete response with products in-stock or ready for delivery with shorter lead times.

Staff recommends award of Meter Sockets to be awarded to KBS Electrical Distributors for \$103,608.70.

Upon Council approval, staff will issue a blanket contract to the vendor, to be ordered against by Electric Warehouse staff throughout the year.

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

Attachments:

1. 22-010 Award For APA Electric Meter Sockets

BID#22-010

AWARD FOR METER SOCKETS FOR CSU ELECTRIC

Item #	Description	CSU Provided Data	KBS		Quantity	Extended	PMN		Quantity	Extended	TEC		Quantity	Extended
1	METER SOCKET, 200AMP OH 4 TERMINAL	MILBANK	Manufacturer	MILBANK	120	\$ 5,280.00	Manufacturer	MILBANK	120	\$ 4,440.00	Manufacturer	Milbank	120	\$ 5,161.20
		S7021-DL-TG	Catalog Number	S7021-DL-TG			Catalog Number	S7021-DL-TG			Catalog Number	S7021-DL-TG		
		NO	Delivery (Weeks)	STOCK			Delivery (Weeks)	28-32			Delivery (Weeks)	27-30		
		285-063-00003	Unit Price	\$ 44.00			Unit Price	\$ 37.00			Unit Price	\$ 43.01		
2	METER SOCKET, 200AMP URD 4 TERMINAL, RESIDENTIAL	MILBANK	Manufacturer	MILBANK	280	\$ 13,440.00	Manufacturer	MILBANK	280	\$ 12,320.00	Manufacturer	Milbank	280	\$ 14,369.60
		U1980-0	Catalog Number	U1980-0			Catalog Number	U1980-O			Catalog Number	U1980-O		
		NO	Delivery (Weeks)	STOCK-8WKS			Delivery (Weeks)	28-32			Delivery (Weeks)	27-30		
		285-063-00004	Unit Price	\$ 48.00			Unit Price	\$ 44.00			Unit Price	\$ 51.32		
3	METER SOCKET, 320AMP URD OR OH, 4 TERMINAL	MILBANK	Manufacturer	MILBANK	60	\$ 13,773.60	Manufacturer	MILBANK	60	\$ 13,080.00	Manufacturer	Milbank	60	\$ 15,372.00
		U4433X	Catalog Number	U4433-X			Catalog Number	U4433-X			Catalog Number	U4433-X		
		NO	Delivery (Weeks)	24-26WKS			Delivery (Weeks)	28-32			Delivery (Weeks)	27-30		
		285-063-00006	Unit Price	\$ 229.56			Unit Price	\$ 218.00			Unit Price	\$ 256.20		
4	METER SOCKET, 200AMP URD 7 TERMINAL	MILBANK	Manufacturer	MILBANK	60	\$ 8,661.00	Manufacturer	MILBANK	60	\$ 8,220.00	Manufacturer	Milbank	60	\$ 9,666.00
		U7423-RXL	Catalog Number	U7423-RXL			Catalog Number	U7423-RXL			Catalog Number	U7423-RXL		
		NO	Delivery (Weeks)	24-26WKS			Delivery (Weeks)	28-32			Delivery (Weeks)	27-30		
		285-063-00008	Unit Price	\$ 144.35			Unit Price	\$ 137.00			Unit Price	\$ 161.10		
5	METER SOCKET, CL20 6-TERM INAL, 1PH, CT W/ SWITCH TS07- 0105	MILBANK	Manufacturer	MILBANK	30	\$ 6,560.10	Manufacturer	MILBANK	30	\$ 6,240.00	Manufacturer	Milbank	30	\$ 7,321.50
		UC3426-51	Catalog Number	UC3426-XL-TS70105			Catalog Number	UC3426-XL-TS070105			Catalog Number	UC3426-XL-TS070105		
		NO	Delivery (Weeks)	24-26WKS			Delivery (Weeks)	28-32			Delivery (Weeks)	27-30		
		285-063-00009	Unit Price	\$ 218.67			Unit Price	\$ 208.00			Unit Price	\$ 244.05		
6	METER SOCKET, 13 TERMINAL CL20, 3 PH, POTENTIAL	MILBANK	Manufacturer	MILBANK	100	\$ 35,374.00	Manufacturer	MILBANK	100	\$ 33,700.00	Manufacturer	Milbank	100	\$ 39,591.00
		UC3423XL381	Catalog Number	UC3423-XL-TS100109			Catalog Number	UC3423-XL-TS100109			Catalog Number	UC3423-XL-TS100109		
		NO	Delivery (Weeks)	24-26WKS			Delivery (Weeks)	28-32			Delivery (Weeks)	27-30		
		285-063-00011	Unit Price	\$ 353.74			Unit Price	\$ 337.00			Unit Price	\$ 395.91		
7	METER SOCKET, 320AMP, URD OR OH, 7 TERMINAL	MILBANK	Manufacturer	MILBANK	60	\$ 20,520.00	Manufacturer	MILBANK	60	\$ 19,800.00	Manufacturer	Milbank	60	\$ 23,315.40
		U2120-X-2/K7	Catalog Number	U2120-X-2/K7			Catalog Number	U2120-X-2/K7			Catalog Number	U2120-X-2/K7		
		NO	Delivery (Weeks)	24-26WKS			Delivery (Weeks)	28-32			Delivery (Weeks)	27-30		
		285-063-00014	Unit Price	\$ 342.00			Unit Price	\$ 330.00			Unit Price	\$ 388.59		
			KBS Total \$ 103,608.70				Priester Mell Nicholson		\$ 97,800.00		Tx Elec Coop		\$ 114,796.70	
			Awarded to KBS due to Items 2 & 3, mdse is in stock at warehouse. Other items have shorter lead times											

December 9, 2021

Item No. 7.9.

Presentation, discussion, and possible action regarding approval of the City's Annual Price Agreement for Distribution Conductor for CSU Electric, with estimated annual expenditures through Techline Inc., for an amount not to exceed \$1,901,984.40.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of the City's Annual Price Agreement for Distribution Conductor for CSU Electric, with estimated annual expenditures through Techline Inc., for an amount not to exceed \$1,901,984.40.

Relationship to Strategic Goals:

Core Services and Infrastructure
Financially Sustainable City

Recommendation(s): Staff recommends award of the annual price agreement with Techline Inc. for \$1,901,984.40. These estimates are based on quantities within past fiscal years' history for Electrical Warehouse needs.

Summary: Staff issued Bid #22-015 on October 22, 2021, for Distribution Conductor for Electric Inventory Items. One (1) sealed bid response was received and reviewed by Electric Staff to ensure the compliance of required specifications. Techline Inc. provided a complete response meeting the required specifications.

Staff recommends award of Distribution Conductor as shown, to be awarded to Techline Inc. for an amount not to exceed \$1,901,984.40.

Upon Council approval, staff will issue a blanket contract to the vendor, to be ordered against by Electric Warehouse staff throughout the year.

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

Attachments:

1. 22-015 Distribution Conductor Award

BID#22-015 AWARD
ANNUAL PRICE AGREEMENT FOR DISTRIBUTION CONDUCTOR
FOR CSU ELECTRIC

		Bidder:	Techline
		Aluminum: MM/DD/YY	11/5/2021
		Copper: MM/DD/YY	11/5/2021
Item	Quantity (ft)	Description	
1	150,000	1/0 AWG 15kV (280-080-00001) - Class B, filled stranded aluminum conductor, 105°C normal temperature rate, extruded semi-conducting thermosetting conductor shield, 133% insulation level, 220 mil ethylene-propylene rubber insulation, extruded semi-conductive thermosetting jacket, annealed copper full neutral, polyethylene encapsulated jacket applied over concentric neutral. Full specifications listed in Specifications section in the Bid document. Minimum Shipment Quantity in 48 Hours: (3) 2,500 ft. Preferred manufacturer: The Okonite Company	
		Manufacturer	Okonite
		Catalog No.	163-23-3072
		Delivery Time (weeks)	stock
		Aluminum 'Metals Week' U.S Market Price of 11/5/2021 (\$/ft)	\$ 0.14
		Copper 'Metals Week' U.S Market Price of 11/5/2021 (\$/ft)	\$ 0.91
		All Other Materials & Profit Margin (\$/ft)	\$ 1.64
		Unit Price (\$/ft)	\$ 2.69
		Extended Price (\$)	\$ 402,960.00
		Exceptions:	None
2	60,000	1000 MCM 15kV (280-080-00016) - Class B, filled stranded aluminum conductor, 105°C normal temperature rate, extruded semi-conducting thermosetting conductor shield, 133% insulation level, 220 mil ethylene-propylene rubber insulation, extruded semi-conductive thermosetting jacket, annealed copper full neutral, polyethylene encapsulated jacket applied over concentric neutral. Full specifications listed in Specifications section in the Bid document. Minimum Shipment Quantity in 48 Hours: (3) 1,000 ft. Preferred manufacturer: The Okonite Company	
		Manufacturer	Okonite
		Catalog No.	162-23-3099
		Delivery Time (weeks)	stock
		Aluminum 'Metals Week' U.S Market Price of 11/5/2021 (\$/ft)	\$ 1.33
		Copper 'Metals Week' U.S Market Price of 11/5/2021 (\$/ft)	\$ 2.59
		All Other Materials & Profit Margin (\$/ft)	\$ 6.77
		Unit Price (\$/ft)	\$ 10.69
		Extended Price (\$)	\$ 641,400.00
		Exceptions:	None

BID#22-015 AWARD
ANNUAL PRICE AGREEMENT FOR DISTRIBUTION CONDUCTOR
FOR CSU ELECTRIC

		Bidder:	Techline
		Aluminum: MM/DD/YY	11/5/2021
		Copper: MM/DD/YY	11/5/2021
Item	Quantity (ft)	Description	
3	2,000	1/0 AWG (Brenau) Triplex 600V (280-080-00014) - Class B, concentric-lay stranded, compressed 1350-H19 aluminum. The conductors shall be unipass insulated with cross-linked polyethylene. Neutrals are triple yellow extruded stripe and has sequential footage markers. Full specifications listed in Specifications section in the Bid document.	
		Manufacturer	General
		Catalog No.	BRENAU-XL-1000'NRR
		Delivery Time (weeks)	stock-26 weeks
		Aluminum 'Metals Week' U.S Market Price of 11/5/2021 (\$/ft)	\$ 0.37
		All Other Materials & Profit Margin (\$/ft)	\$ 1.42
		Unit Price (\$/ft)	\$ 1.79
		Extended Price (\$)	\$ 3,583.20
		Exceptions:	None
4	64,000	2/0 AWG (Converse) Triplex 600V (280-080-00002) - Class B, concentric-lay stranded, compressed 1350-H19 aluminum. The conductors shall be unipass insulated with cross-linked polyethylene. Neutrals are triple yellow extruded stripe and has sequential footage markers. Full specifications listed in Specifications section in the Bid document.	
		Manufacturer	General
		Catalog No.	CONVERSE-XL-1000'NRR
		Delivery Time (weeks)	stock-26 weeks
		Aluminum 'Metals Week' U.S Market Price of 11/5/2021 (\$/ft)	\$ 0.47
		All Other Materials & Profit Margin (\$/ft)	\$ 1.67
		Unit Price (\$/ft)	\$ 2.14
		Extended Price (\$)	\$ 136,857.60
		Exceptions:	None
5	11,000	4/0 AWG (Sweetbriar) Triplex 600V (280-080-00003) - Class B, concentric-lay stranded, compressed 1350-H19 aluminum. The conductors shall be unipass insulated with cross-linked polyethylene. Neutrals are triple yellow extruded stripe and has sequential footage markers. Full specifications listed in Specifications section in the Bid document.	
		Manufacturer	General
		Catalog No.	SWEETBRIAR-XL-1000'NRR
		Delivery Time (weeks)	stock-26 weeks
		Aluminum 'Metals Week' U.S Market Price of 11/5/2021 (\$/ft)	\$ 0.74
		All Other Materials & Profit Margin (\$/ft)	\$ 2.35
		Unit Price (\$/ft)	\$ 3.09
		Extended Price (\$)	\$ 34,043.90
		Exceptions:	None

BID#22-015 AWARD
ANNUAL PRICE AGREEMENT FOR DISTRIBUTION CONDUCTOR
FOR CSU ELECTRIC

		Bidder:	Techline
		Aluminum: MM/DD/YY	11/5/2021
		Copper: MM/DD/YY	11/5/2021
Item	Quantity (ft)	Description	
6	18,000	350 MCM (Wesleyan) Triplex 600V (280-080-00006) - Class B, concentric-lay stranded, compressed 1350-H19 aluminum. The conductors shall be unipass insulated with cross-linked polyethylene. Neutrals are triple yellow extruded stripe and has sequential footage markers. Full specifications listed in Specifications section in the Bid document.	
		Manufacturer	General
		Catalog No.	WESLEYAN-XL-1000'NRR
		Delivery Time (weeks)	stock-26 weeks
		Aluminum 'Metals Week' U.S Market Price of 11/5/2021 (\$/ft)	\$ 1.22
		All Other Materials & Profit Margin (\$/ft)	\$ 3.72
		Unit Price (\$/ft)	\$ 4.94
		Extended Price (\$)	\$ 88,929.00
		Exceptions:	None
7	3,000	500 MCM (Rider) Triplex 600V (280-080-00021) - Class B, concentric-lay stranded, compressed 1350-H19 aluminum. The conductors shall be unipass insulated with cross-linked polyethylene. Neutrals are triple yellow extruded stripe and has sequential footage markers. Full specifications listed in Specifications section in the Bid document.	
		Manufacturer	General
		Catalog No.	RIDER-XL-ST-1000'NRR
		Delivery Time (weeks)	26
		Aluminum 'Metals Week' U.S Market Price of 11/5/2021 (\$/ft)	\$ 1.81
		All Other Materials & Profit Margin (\$/ft)	\$ 4.42
		Unit Price (\$/ft)	\$ 6.23
		Extended Price (\$)	\$ 18,682.50
		Exceptions:	None
8	2,000	350 MCM (Slippery Rock) Quadruplex 600V (280-080-00017) - Class B, concentric-lay stranded, compressed 1350-H19 aluminum. The conductors shall be unipass insulated with cross-linked polyethylene. Neutrals are triple yellow extruded stripe and has sequential footage markers. Full specifications listed in Specifications section in the Bid document.	
		Manufacturer	General
		Catalog No.	SLIPPERY ROCK-XLP
		Delivery Time (weeks)	26
		Aluminum 'Metals Week' U.S Market Price of 11/5/2021 (\$/ft)	\$ 1.69
		All Other Materials & Profit Margin (\$/ft)	\$ 3.58
		Unit Price (\$/ft)	\$ 5.27
		Extended Price (\$)	\$ 10,538.20
		Exceptions:	None

BID#22-015 AWARD
ANNUAL PRICE AGREEMENT FOR DISTRIBUTION CONDUCTOR
FOR CSU ELECTRIC

		Bidder:	Techline
		Aluminum: MM/DD/YY	11/5/2021
		Copper: MM/DD/YY	11/5/2021
Item	Quantity (ft)	Description	
9	5,000	500 MCM (Wofford) Quadruplex 600V (280-080-00018) - Class B, concentric-lay stranded, compressed 1350-H19 aluminum. The conductors shall be unipass insulated with cross-linked polyethylene. Neutrals are triple yellow extruded stripe and has sequential footage markers. Full specifications listed in Specifications section in the Bid document.	
		Manufacturer	General
		Catalog No.	WOFFORD-RL-ST-1000'NRR
		Delivery Time (weeks)	26
		Aluminum 'Metals Week' U.S Market Price of 11/5/2021 (\$/ft)	\$ 2.48
		All Other Materials & Profit Margin (\$/ft)	\$ 5.29
		Unit Price (\$/ft)	\$ 7.77
		Extended Price (\$)	\$ 38,835.00
		Exceptions:	None
10	175,000	477 MCM AAC (Cosmos) 15kV (280-058-00017) - Overhead Distribution Conductor, stranded aluminum conductor, Cable shall be manufactured, tested, and made ready for shipment in accordance with the latest edition of the application ASTM and AEIC standards. Full specifications listed in Specifications section in the Bid document.	
		Manufacturer	General
		Catalog No.	COSMOS-4245/FT
		Delivery Time (weeks)	26-30
		Aluminum 'Metals Week' U.S Market Price of 11/5/2021 (\$/ft)	\$ 0.64
		All Other Materials & Profit Margin (\$/ft)	\$ 2.37
		Unit Price (\$/ft)	\$ 3.01
		Extended Price (\$)	\$ 526,155.00
		Exceptions:	None
		Bidder:	Techline
		Bid Grand Total:	\$ 1,901,984.40

December 9, 2021

Item No. 7.10.

Presentation, discussion, and possible action regarding approval of Change Order 1 for the City's annual price agreement with KBS Electrical Distributors, for electric warehouse inventory of single-phase transformers in the amount of \$165,550 for an increase not to exceed total amount of \$820,090.00.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of Change Order 1 for the City's annual price agreement with KBS Electrical Distributors, for electric warehouse inventory of single-phase transformers in the amount of \$165,550 for an increase not to exceed total amount of \$820,090.

Relationship to Strategic Goals:

Core Services and Infrastructure
Financially Sustainable City

Recommendation(s): Staff recommends an increase of the annual price agreement with KBS Electrical Distributors, in the amount of \$165,650. This is a contract estimate and within past fiscal year's history for city-wide electrical warehouse needs.

Summary: Council approved the original award for Electric Distribution Conductor on October 28, 2021, Item #8.2, as a one-year (1) price agreement with an option to renew two (2) additional one (1) year terms.

Due to market volatility, KBS Electrical Distributors, has requested an increase in unit pricing in accordance with the Escalation/De-escalation clause which was included in the bid's terms and conditions.

Upon Council approval, staff will issue an amended blanket contract to the vendor, to be used by Electric Warehouse throughout the year.

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

Attachments:

1. 21300747 KBS Chg Order 1 Price increase



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 21300747 PROJECT#: _____ BID/RFP/RFQ#: 21-064

Project Name / Contract Description: Single Phase Transformers

Name of Contractor:

KBS Electrical Distributors

CONTRACT TOTAL VALUE: \$ 820,090.00

Grant Funded ☐ Yes ☒ No

If yes, what is the grant number:

Debarment Check ☐ Yes ☒ No ☐ N/A

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

Section 3 Plan Incl. ☐ Yes ☒ No ☐ N/A

Buy America Required ☐ Yes ☒ No ☐ N/A

Transparency Report ☐ Yes ☒ No ☐ N/A

☐ NEW CONTRACT ☐ RENEWAL # _____ ☒ CHANGE ORDER # 1 ☐ OTHER _____

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

Due to market volatility, KBS Electrical Distributors, has requestsed an increase in unit pricing in accordance with the Escalation/De-Escalation clause which was included in the Bid's Terms and Conditions. Funds are available in the Electric Inventory Account and will be expensed to individual capital projects as issues occur.

(If required)*
CRC Approval Date*: _____ Council Approval Date*: 12/9/21 Agenda Item No*: _____

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

Insurance Certificates: N/A 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

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

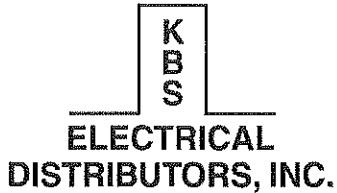
DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

CHANGE ORDER NO. 1			DATE: November 11, 2021			Contract No. 21300747			
PO No.			PROJECT:						
OWNER:						CONTRACTOR:			
City of College Station						K B S Electrical Distributors Inc.			
P.O. Box 9960						PO Box 4591		Ph:	
College Station, Texas 77842						Bryan, TX 77805-4591		Fax:	
PURPOSE OF THIS CHANGE ORDER:									
Increase Unit Pricing, as Single Phase Transformers have increased dramatically since the award of this Annual Price Agreement on Oct 28, 2021.									
ITEM NO	DESCRIPTION	QTY	Unit of Measure	Unit Price	Total per Item	Revised Unit price	Revised Total per Item	Total Price Increase	Percentage Difference
1	25 kVA ANSI Type I	40	EA	\$ 3,197.00	\$ 127,880.00	\$ 3,997.00	\$159,880.00	\$ 32,000.00	25.02%
2	37.5 kVA ANSI Type I	30	EA	\$ 3,439.00	\$ 103,170.00	\$ 4,346.00	\$130,380.00	\$ 27,210.00	26.37%
3	50 kVA ANSI Type I	20	EA	\$ 3,834.00	\$ 76,680.00	\$ 4,847.00	\$96,940.00	\$ 20,260.00	26.42%
4	50 kVA ANSI Type II	10	EA	\$ 3,499.00	\$ 34,990.00	\$ 3,499.00	\$34,990.00	\$ -	0.00%
5	75 kVA ANSI Type I	30	EA	\$ 4,589.00	\$ 137,670.00	\$ 5,800.00	\$174,000.00	\$ 36,330.00	26.39%
6	100 kVA ANSI Type I	20	EA	\$ 5,265.00	\$ 105,300.00	\$ 6,740.00	\$134,800.00	\$ 29,500.00	28.02%
7	167 kVA ANSI Type I	10	EA	\$ 6,875.00	\$ 68,750.00	\$ 8,910.00	\$89,100.00	\$ 20,350.00	29.60%
8									
9									
10									
Grand Total					\$ 654,440.00		\$ 820,090.00	\$ 165,650.00	25.31%
THE NET AFFECT OF THIS CHANGE ORDER IS					25.31%	INCREASE/DECREASE.			
All Warehouse Inventory Items are charged against 5211-1432,						\$ 165,650.00			
Upon issuance to department									
TOTAL CHANGE ORDER						\$ 165,650.00			
ORIGINAL CONTRACT AMOUNT						\$ 654,440.00			
CHANGE ORDER NO. 1						\$ 165,650.00	25.31%	% CHANGE	
CHANGE ORDER NO. 2						\$0.00	0.00%	% CHANGE	
REVISED CONTRACT AMOUNT						\$820,090.00	25.31%	% TOTAL CHANGE	
APPROVED:									
_____ A/E CONTRACTOR			Date			_____ DEPARTMENT DIRECTOR			Date
_____ N/A						_____ ASST CITY MGR - CFO			Date
_____ CONSTRUCTION CONTRACTOR			Date			_____ CITY ATTORNEY			Date
_____ PROJECT MANAGER			Date			_____ CITY MANAGER			Date
_____ N/A									
_____ CITY ENGINEER			Date						



KBS Electrical Distributors, Inc
PO Box 4591
Bryan , TX 77805
979-778-3200

QUOTATION		
Order Number 1167826		
Carrier Our Truck	Order Date 11/8/2021	Page 1 of 1
Freight Terms NO FREIGHT	Terms Net 30	Taker Will Johnson

Sold To:

CITY OF COLLEGE STATION
PO BOX 9973
COLLEGE STATION, TX 77842
US

Ship To:

CITY OF COLLEGE STATION
1601 GRAHAM ROAD
COLLEGE STATION, TX 77840
US

979-764-3574

Attn: AP CITY OF COLLEGE STATION

PO Number		Job #	Ordered By	Order Comments	
			AP CITY OF COLLEGE S		

Line #	Item ID	Customer Part #	Description	Quantities			UOM	Unit Price	Total
				Order	Ship	Remain			
1	25PAD72120ANSI1 MIN		XFMR 1P pad 15kv 25kva 240/120	20	0	20	EA	3,997.000	79,940.00
2	371/2PAD72120ANSI1MIN		XFMR 1P pad 15kv 37 1/2kva 240/120	20	0	20	EA	4,346.000	86,920.00
3	50PAD72120ANSI1 MIN		XFMR 1P pad 15kv 50kva 240/120 min	10	0	10	EA	4,847.000	48,470.00
4	75PAD72120ANSI1 MIN		XFMR 1P pad 15kv 75kva 240/120 min	10	0	10	EA	5,800.000	58,000.00
5	100PAD72120ANSI1MIN		XFMR 1P pad 15kv 100kva 240/120	10	0	10	EA	6,740.000	67,400.00
6	167PAD72120ANS1MIN		XFMR 1P pad 15kv 167kva 240/120	5	0	5	EA	8,910.000	44,550.00

SUB-TOTAL: 385,280.00

TAX: 0.00

Amount Due: 385,280.00

Brian Gidley

From: Marvin Oldham
Sent: Wednesday, September 22, 2021 1:38 PM
To: Robyn Forsyth; Brian Gidley; Will Johnson
Cc: Noah Fry; Baylie B. Miller; Kimberly Voitier
Subject: RE: BID#21-064 APA FOR Single Phase Padmount Transformers

KBS will accept this award, and will provide certificate of insurance

From: Robyn Forsyth [mailto:rforsyth@cstx.gov]
Sent: Tuesday, September 21, 2021 9:43 AM
To: Brian Gidley <bcgidley@kbselectric.com>; Marvin Oldham <marvin@kbselectric.com>; Will Johnson <will@kbselectric.com>
Cc: Noah Fry <nfry@cstx.gov>; Baylie B. Miller <bbmiller@cstx.gov>; Kimberly Voitier <kvoitier@cstx.gov>
Subject: RE: BID#21-064 APA FOR Single Phase Padmount Transformers

Brian, Marvin & Will,

City of College Station will accept KBS as the Awarded Vendor for the Single Phase Padmount Transformers, Bid#21-064 with the anticipated Unit Price Increases.

Our Legal department rewrote the Escalation/ De-Escalation Clause specifically for Electric Commodities . However according to State of Texas Local Government Code 252, any Unit Bid Pricing, cannot exceed the original Bid Unit Pricing by more than 25%.

Please confirm by return email, that KBS will accept this award or choose not to accept. "If" you will accept this award, please provide a Certificate of Insurance meeting the PO Insurance requirements as attached and complete the Ethics 1295 form as instructed in my email below dated September 20, 2021.

We are hoping to take this to City Council on October 28, 2021 as we have missed the internal deadline for the October 14th City Council Meeting.

Should any questions arise, please feel free to email or call.

Sincerely,

Robyn Forsyth
Buyer C.T.P.M.
City of College Station
979-764-3437

From: Brian Gidley <bcgidley@kbselectric.com>
Sent: Monday, September 20, 2021 4:09 PM
To: Robyn Forsyth <rforsyth@cstx.gov>; Marvin Oldham <marvin@kbselectric.com>; Will Johnson <will@kbselectric.com>
Cc: Noah Fry <nfry@cstx.gov>; Baylie B. Miller <bbmiller@cstx.gov>; Kimberly Voitier <kvoitier@cstx.gov>
Subject: RE: BID#21-064 APA FOR Single Phase Padmount Transformers

Central Moloney, Inc. Price Adjustment Clause

Customer Name:		College Station		
		10/1/2021		
Commodity	% Change from Previous Adjustment Period	Weighting Factor (Material Cost as a % of Price)	Weighted % Change	
Oil	11.66%	10.00%	1.17%	
Aluminum	5.34%	10.00%	0.53%	
Encloser Steel	96.43%	10.00%	9.64%	
Copper Wire	-9.11%	20.00%	-1.82%	
Silicon Steel	46.39%	30.00%	13.92%	
Labor	0.00%	20.00%	0.00%	
Total		100.00%	23.44%	

SUPPORTING DATA*			
Commodity	Base Price with New Contract (Q3 Pricing June)	Close price used for new adjustment (Based on the indices noted below October)	% Difference
Oil (Barrel)	\$65.010	\$72.590	11.66%
Aluminum (lb)	\$1.124	\$1.184	5.34%
Encloser Steel (lb)	\$0.448	\$0.880	96.43%
Copper Wire (lb)	\$4.665	\$4.240	-9.11%
Silicon Steel (lb)	\$100.000	\$146.390	46.39%
Labor	\$18.370	\$18.370	0.00%

- *1) Oil index is based on published "West Texas Intermediate Crude" data at <http://www.eia.doe.gov/emeu/international/oilprice.html>
The price used will be the Daily Spot Prices at Cushing, OK on the 15th of the month (or nearest the 15th) preceding the adjustment. Example: July 1 adjustment will be based on the index data for June.
- 2) Aluminum index is based on the LME Average "Aluminum" price per tonne for a "Cash Buyer" for the month two months prior to the adjustment. Example: July 1 adjustment will be based on the index data for May. (The metric ton, or tonne, is 1,000 kg (or 1 Mg) or approximately 2,204.6 pounds.)
https://secure.lme.com/Data/Community/Login.aspx?ReturnUrl=%2fData%2fcommunity%2fDataprices_monthly_average_prices_metals.aspx
- 3) Encloser Steel and Silicon Steel is based on Central Moloney's actual invoice price. The price used will be the average invoice price for the month two months prior to the adjustment. Example: July 1 adjustment will be based on the average price for May.
- 4) Copper index is based on the LME Average "Copper" price per tonne for a "Cash Buyer" for the month two months prior to the adjustment. Example: July 1 adjustment will be based on the index data for May. (The metric ton, or tonne, is 1,000 kg (or 1 Mg) or approximately 2,204.6 pounds.)
https://secure.lme.com/Data/Community/Login.aspx?ReturnUrl=%2fData%2fcommunity%2fDataprices_monthly_average_prices_metals.aspx
- 5) Labor is based on Central Moloney, Inc. Contract Labor Grade 5 for Benchmarking Purposes.

11/12/2021

KBS PROPOSED PRICE INCREASE C#21300747

BID #21-064 SINGLE PHASE PAD-MOUNT DISTRIBUTION TRANSFORMERS
KBS PROPOSED PRICE INCREASE

				AWARD 10/28/21					
				KBS		Central Moloney			
Item #	Description	QTY	UOM	\$/Unit	Extended				
1	25 kVA ANSI Type I Item: 1 (285-086-00031) Per description for corresponding item number	Delivery (Weeks)		34-36wks					
		No Load Loss (Watts)		52.00					
		Load Loss (Watts)		332.00					
		Total Owning Cost		\$	4,149.00				
		40	EA	\$ 3,197.00	\$ 127,880.00				
2	37.5 kVA ANSI Type I Item: 2 (285-086-00059) Per description for corresponding item number	Delivery (Weeks)		34-36wks					
		No Load Loss (Watts)		65.00					
		Load Loss (Watts)		492.00					
		Total Owning Cost		\$	4,810.72				
		30	EA	\$ 3,439.00	\$ 103,170.00				
3	50 kVA ANSI Type I Item: 3 (285-086-00032) Per description for corresponding item number	Delivery (Weeks)		34-36wks					
		No Load Loss (Watts)		83.00					
		Load Loss (Watts)		577.00					
		Total Owning Cost		\$	5,464.64				
		20	EA	\$ 3,834.00	\$ 76,680.00				
4	50 kVA ANSI Type II Item: 4 (285-086-00061) Per description for corresponding item number	Delivery (Weeks)		34-36wks					
		No Load Loss (Watts)		103.00					
		Load Loss (Watts)		525.00					
		Total Owning Cost		\$	5,071.72				
		10	EA	\$ 3,499.00	\$ 34,990.00				
5	75 kVA ANSI Type I Item: 5 (285-086-00033) Per description for corresponding item number	Delivery (Weeks)		34-36wks					
		No Load Loss (Watts)		133.00					
		Load Loss (Watts)		694.00					
		Total Owning Cost		\$	6,657.76				
		30	EA	\$ 4,589.00	\$ 137,670.00				
6	100 kVA ANSI Type I Item: 6 (285-086-00034) Per description for corresponding item number	Delivery (Weeks)		34-36wks					
		No Load Loss (Watts)		148.00					
		Load Loss (Watts)		934.00					
		Total Owning Cost		\$	7,948.76				
		20	EA	\$ 5,265.00	\$ 105,300.00				
7	167 kVA ANSI Type I Item: 7 (285-086-00035) Per description for corresponding item number	Delivery (Weeks)		34-36wks					
		No Load Loss (Watts)		246.00					
		Load Loss (Watts)		1322.00					
		Total Owning Cost		\$	10,791.96				
		10	EA	\$ 6,875.00	\$ 68,750.00				
GRAND TOTAL FOR BID #21-064				\$ 654,440.00					

KBS		Central Moloney		Unit Diff	TTL Dif		
\$/Unit	Extended						
34-36wks							
52.00							
332.00							
\$ 4,149.00							
\$ 3,997.00	\$ 159,880.00	\$ 800.00	\$ 32,000.00				
34-36wks							
65.00							
492.00							
\$ 4,810.72							
\$ 4,346.00	\$ 130,380.00	\$ 907.00	\$ 27,210.00				
34-36wks							
83.00							
577.00							
\$ 5,464.64							
\$ 4,847.00	\$ 96,940.00	\$ 1,013.00	\$ 20,260.00				
34-36wks							
103.00							
525.00							
\$ 5,071.72							
\$ 3,499.00	\$ 34,990.00	\$ -	\$ -				
34-36wks							
133.00							
694.00							
\$ 6,657.76							
\$ 5,800.00	\$ 174,000.00	\$ 1,211.00	\$ 36,330.00				
34-36wks							
148.00							
934.00							
\$ 7,948.76							
\$ 6,740.00	\$ 134,800.00	\$ 1,475.00	\$ 29,500.00				
34-36wks							
246.00							
1322.00							
\$ 10,791.96							
\$ 8,910.00	\$ 89,100.00	\$ 2,035.00	\$ 20,350.00				
\$ 820,090.00			\$ 165,650.00				

December 9, 2021

Item No. 7.11.

Fujifilm Diosynth Biotechnologies Texas, LLC Economic Development Agreement

Sponsor: Natalie Ruiz, Director of Economic Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approval of a Chapter 380 Economic Development Agreement between the City of College Station and FUJIFILM Diosynth Biotechnologies Texas, LLC regarding approximately 12.45 acres on Biomedical Way on Lot 2, Block 1 of Traditions Phase 23 filed in volume 11293 page 184 of the Official Deed Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommends approval of the Economic Development Agreement as proposed.

Summary: Fujifilm Diosynth Biotechnologies Texas, LLC is an existing company in College Station with approximately 600 FTEs. This agreement provides for a 138,000 square foot expansion of the existing commercial manufacturing facility located at 3939 Biomedical Way for additional biomanufacturing capabilities for vaccines and gene therapies, with an increase of 150 FTEs at an average annual salary of \$80,000. At the completion of construction, anticipated to be no later than January 1, 2025, the company shall include a total personal property and real property investment of approximately \$300 million.

In exchange, the company will receive an annual cash incentive for a term of ten years equal to the ad valorem taxes assessed and paid not to exceed a maximum of \$4,881,903. The cash incentive value is estimated as follows:

Year 1: 90%-90% of Shared Revenue
Year 2: 80%-80% of Shared Revenue
Year 3: 70%-70% of Shared Revenue
Year 4: 70%-70% of Shared Revenue
Year 5: 50%-50% of Shared Revenue
Year 6: 50%-50% of Shared Revenue
Year 7: 30%-30% of Shared Revenue
Year 8: 30%-30% of Shared Revenue
Year 9: 20%-20% of Shared Revenue
Year 10: 10%-10% of Shared Revenue

Budget & Financial Summary: The subject property is located within the Biocorridor area and more specifically within the City of College Station as described in the Interlocal Cooperation and Joint Development Agreement that the City entered into with the City of Bryan in 2011. In the Agreement, the two cities agree to share 50-50 the Operating and Maintenance portion of ad valorem taxes assessed and collected, and the Agreement requires all Economic Development Agreements

impacting the Biocorridor area to be approved by both cities. Bryan's City Council will consider a resolution regarding this Agreement at their regular meeting in January 2022.

Attachments:

1. Agreement on file with the City Secretary's Office

1. Agreement on file with the City Secretary's Office

December 9, 2021

Item No. 7.12.

Purchase Agreement for Replacement of Security Camera Systems with Convergent

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a purchase agreement for Security Camera Systems with Convergent for \$111,438.15 for Water Services facilities.

Relationship to Strategic Goals:

Core services and infrastructure

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

Summary: Water Services utilizes security camera systems at various water and wastewater facilities. These systems have security features such as SCADA integration, dispatch alerts, motion sensor activation, remote access, and video storage.

Staff recommends approval of this agreement to allow purchase of replacement security camera systems including multiple servers as the initial phase of this funded Capital Improvement Project.

Pricing is set through the State of Texas term Sourcewell Contract 030421-CTL. All products and services available for purchase through Sourcewell contracts have been competitively bid and awarded and satisfy any State law requirements relating to competitive bids or proposals.

Budget & Financial Summary: A combined total budget in the amount of \$780,000 is included for these projects in the Water and Wastewater Capital Improvement Projects Funds. No funds have been expended or committed to date, leaving a combined balance of \$780,000 for this purchase and future expenses.

Attachments:

1. Convergent Quote

October 4 2021

Quotation : KH03395399Pv5

College Station Water Services

TX License : B10716

310 Krenek Tap Rd College Station, Texas 77840

Attention: Procurement Team

Reference: Avigilon Equipment Purchase through **Sourcewell Contract 030421-CTL**

Scope of Work

Convergint will deliver the following Bill of Material to the City of College Station Water Services for others to install. Shipping & Handling is included in the unit line item pricing.

This Bill of Material purchase will be sourced through **Sourcewell Contract 030421-CTL**

Line	Qty	Part	Description	MSRP	Unit Price	Extended Price
1		Sourcewell Contract 030421-CTL				
2		Accessories				
3	3.00	NVR4X-STD-10GBE	Low Profile Network Card; DP 10G-SFP+; NVR4X STD	\$ 673.20	\$ 572.23	\$ 1,716.69
4	8.00	NVR4X-SFPPLUS-SR	SFP+ 10GBASE-SR Optical Transceiver (single) for NVR4X	\$ 300.89	\$ 255.77	\$ 2,046.16
5	3.00	IRPTZ-MNT-NPTA1	Pedant NPT adapter. For use with H4 IR PTZ or H4A-MH-AD-PEND1 on H4 Multisensor.	\$ 57.22	\$ 48.64	\$ 145.92
6	5.00	H4AMH-DO-COVR1	Outdoor Dome Cover for H4 Multisensor	\$ 166.46	\$ 141.49	\$ 707.45
7	5.00	IRPTZ-MNT-WALL1	Pedant wVideo mount adapter. For use with H4 IR PTZ or H4A-MH-AD-PEND1 on H4 Multisensor.	\$ 98.84	\$ 84.02	\$ 420.10
8	5.00	H4AMH-AD-PEND1	Outdoor pendant mount adapter; must order one of IRPTZ-MNT-Wall1 or IRPTZ-MNT-NPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.	\$ 166.46	\$ 141.49	\$ 707.45
9		Networking				
10	6.00	POE-INJ-BT-60W-NA	Indoor single port Gigabit PoE++ 60W; 802.3bt compliant; North American power cord included. May be used in USA; Canada; European Union; Australia; New Zealand and UK. Temperature range of the PoE injector is -10C to +40C (14 °F to 104 °F). Compatible only with cameras requiring the 802.3bt PoE ++ standard.	\$ 156.06	\$ 132.65	\$ 795.90

11	2.00	POE-INJ2-60W-NA	Indoor single port Gigabit PoE++ 60W; North American power cord included. May also be used in European Union; Japan; Australia; New Zealand; Mexico; China; South Korea; Russia; Argentina; Saudi Arabia; Kuwait; UAE and Brazil. Temperature range of the PoE injector is -10C to +45C (14 °F to 113 °F). When used with the H4 IR PTZ; the camera will operate in a reduced temperature range from -10 °C to +50 °C (14 °F to 122 °F).	\$ 156.06	\$ 132.65	\$ 265.30
12	Camera					
13	1.00	20C-H4A-4MH-360	4x 5 MP; WDR; LightCatcher; 2.8mm; Camera Only	\$ 2,184.84	\$ 1,857.15	\$ 1,857.15
14	3.00	2.0C-H5A-PTZ-DP36	H5A; 2MP 36x Pendant PTZ Dome	\$ 2,768.28	\$ 2,353.08	\$ 7,059.24
15	1.00	2.0C-H5A-D1	2.0 MP (1080p) WDR; LightCatcher; Day/Night; Indoor Dome; 3.3-9mm f/1.3 P-iris lens; Next-Generation Analytics	\$ 832.32	\$ 707.49	\$ 707.49
16	2.00	15C-H4A-3MH-270	3x 5 MP; WDR; LightCatcher; 2.8mm; Camera Only	\$ 1,872.72	\$ 1,591.84	\$ 3,183.68
17	2.00	15C-H4A-3MH-180	3x 5 MP; WDR; LightCatcher; 4mm; Camera Only	\$ 1,872.72	\$ 1,591.84	\$ 3,183.68
18	Software					
19	68.00	ACC7-ENT	ACC 7 Enterprise camera channel	\$ 295.80	\$ 225.00	\$ 15,300.00
20	Storage					
21	1.00	NVR4X-PRM-64TB-NA	NVR4X Premium 64TB 2U Rack Mnt; Windows Server 2016; NA	\$ 31,620.00	\$ 26,877.51	\$ 26,877.51
22	1.00	NVR4X-STD-48TB-NA	NVR4X Standard 48TB 2U Rack Mnt; Server 2016; NA	\$ 25,460.00	\$ 20,331.53	\$ 20,331.53
23	2.00	NVR4X-STD-24TB-S16-NA	NVR4X Standard 24TB 2U Rack Mnt; Server 2016; NA	\$ 17,412.00	\$ 13,066.45	\$ 26,132.90

Summary

Currency: USD
 MSRP Subtotal: \$138,837.02
 Discount: - \$27,398.87
 Subtotal: \$111,438.15
 Shipping & Handling: Included
 Estimated Tax: Not Included
Total: \$111,438.15

Total Project Investment:

\$ 111,438.15

Conclusion

Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,



Kevin Hoover
Business Development Manager
Convergent Technologies
346.600.2284 Mobile
kevin.hoover@convergint.com

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Approval - Print Name

Title

Approval Signature

Date

Throughout this Installation Proposal, the term, “Convergent” refers to the Convergent Technologies affiliate operating in the state/province in which the work is being performed.

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work (“Work”). This Installation Proposal commences on the Start Date as specified in the attached scope of work and represents the entire agreement between Convergent and Customer (the “Agreement”). In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services are included in the Work. Any such services shall be governed by a separate agreement. Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, title with respect to such materials shall pass to Customer upon delivery to Customer site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent’s interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following **SOLE AND EXCLUSIVE** warranty to the Customer: For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, (“Warranty Period”):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. **NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.**

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent’s performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control (“Force Majeure”) and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker’s Compensation	Statutory Limits
Employer’s Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$10,000,000 per occurrence/aggregate

All insurance policies carried by Convergent shall be primary to and noncontributory with the insurance afforded to Customer and shall name the Customer as “additional insured”, with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days’ notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent’s employees or subcontractors while on Customer’s site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent’s breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. Convergent’s indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing its provision of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer’s facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is “safe” to return to perform the Work at Customer’s facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer’s facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney’s fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer’s facility.

Customer acknowledges that applicable law or regulation may limit Customer’s rights and impose obligations with respect to information or data obtained using software capable of obtaining what may in certain circumstances be characterized as biometric information (individually and collectively, the “Software”) and agrees that Customer is solely responsible to ensure its own compliance with such laws or regulations. Customer shall completely indemnify, defend (including pay attorneys’ fees and disbursements), and hold harmless Convergent, its affiliates, and any employees, agents, contractors or representatives of any of the foregoing from and against any and all losses, liability, damages, penalties, expenses, claims, demands, actions, or causes of action, judgments (finally awarded) or settlements (individually and collectively, “Liabilities”) arising from or related to any intentional or negligent acts or omissions of Customer or any of its agents, affiliates, employees, or representatives arising from or related to the Software, any hardware, software, or other services associated with the Software, or the use of any of the foregoing by or on behalf of Customer, including but not limited to those arising from or related to Customer’s failure to comply with applicable laws or regulations related to its use of the Software or any hardware, software, or other services associated with the Software, including but not limited to the Customer’s failure to obtain any necessary consents from affected individuals or provide any necessary disclosures or protections with respect to the information of such individuals under any applicable privacy or data security law, but excluding matters for which Convergent has agreed to indemnify Customer from and against third party claims for copyright and trade secret infringement under the terms of the End User License Agreement for the Software between Convergent and Customer. Notwithstanding the foregoing, Customer and Convergent agree that Liabilities suffered by a third party (other than an affiliate of Convergent) which are an element of loss subject to indemnification under this paragraph shall be deemed direct damages.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys’ fees and costs.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, and indemnity, and disputes shall survive the termination of this Agreement.

December 9, 2021

Item No. 7.13.

Ordinance Amendment for Industrial Waste Pretreatment with the City of Bryan in the Bio-Corridor

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 40, "Utilities," Article II "Water and Sewer Service," Division 4 "Industrial Waste," Section 40-163 "City of Bryan Wastewater" of the Code of Ordinances of the City of College Station, Texas, by amending Section 40-163 "City of Bryan Wastewater;" providing a severability clause; declaring a penalty; and providing an effective date.

Relationship to Strategic Goals:

Core Services and Infrastructure

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

Summary: The City of Bryan serves wastewater in the Bio-Corridor which includes land inside College Station city limits. The subject wastewater service includes an Industrial Pretreatment Program (IPP). College Station's ordinance Division 4 "Industrial Waste," Section 40-163, "City of Bryan Wastewater" incorporates by reference into the College Station Code of Ordinances the City of Bryan's Industrial Pretreatment Ordinance and adds penalty provisions as required by TCEQ that allow the City of Bryan to enforce the provisions of the City of Bryan IPP within certain locations in College Station that have wastewater service from the City of Bryan.

The City of Bryan's IPP is a TCEQ-Approved Pretreatment Program. This means that the City of Bryan's written program including amendments to each city's related ordinances have been reviewed and officially accepted by TCEQ for the treatment of defined pollutants that exceed certain levels before entering the public wastewater system. These proposals include updates to the City of College Station's Industrial Waste Ordinance and certain items that are incorporated by reference, including the City of Bryan pretreatment ordinances, revisions to the standard operating procedure, and modification of miscellaneous program forms.

A summary of the changes to the City of Bryan's Pretreatment Ordinance is provided below:

1. Update of general terms and provisions.
2. Incorporation of time-proportional and flow-proportional composite sampling procedures.
3. Public nuisance declaration for pretreatment standard violations. Application of this provision will allow the City of Bryan's acceptance of industrial wastewater from a permitted source not located in the Bryan city limits. The Pretreatment Rule requires that all elements of the City of Bryan's Pretreatment Program be fully enforceable. The City of Bryan is not able to criminally enforce its ordinance against violations that occur outside the Bryan city limits. Nuisance declaration provides an avenue for criminal enforcement for sewer users located outside of Bryan and located no further than 5,000 feet from the Bryan city limit. This provision is based upon the Texas Local Government Code Chapter 217.

TCEQ's preliminary acceptance of the IPP modification request was received on September 8, 2021. The City of Bryan plans to take the referenced ordinance amendments to its December 14, 2021 Council Meeting. TCEQ's official approval of the modification request will be obtained after staff submission of the cities' adopted ordinances and amended program files to TCEQ. A copy of the City of Bryan Pretreatment Ordinance is available at the City Secretary's Office for review.

Budget & Financial Summary: n/a

Attachments:

1. COCS Ch. 40-163 Pre Treat Ord_11-18-2020-9
2. City of College Station Ordinance Amendment (Redline)
3. TCEQ Approval

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 40 “UTILITIES,” ARTICLE II “WATER AND SEWER SERVICE,” DIVISION 4 “INDUSTRIAL WASTE,” SECTION 40-163 “CITY OF BRYAN WASTEWATER” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTION 40-163 “CITY OF BRYAN WASTEWATER;” 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 40 “Utilities,” Article II “Water and Sewer Service,” Division 4 “Industrial Waste,” Section 40-163 “City of Bryan Wastewater” of the Code of Ordinances of the City of College Station, Texas, be amended by amending Section 40-163 “City of Bryan Wastewater,” as set out in **Exhibit “A”**, attached hereto and made a part of this ordinance for all purposes.
- Part 2:** That Section 40-163 “City of Bryan Wastewater” only applies to the City of Bryan Sewer CCN within the city limits of the City of College Station as shown in **Exhibit “A”**.
- Part 3:** That if any provision of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- Part 4:** That any person, firm, or corporation violating any of the provisions, rules, pretreatment standards or orders of this section shall be deemed guilty of a misdemeanor, civil or administrative penalty. Upon conviction or a finding thereof shall be punishable by a fine, civil penalty or administrative fine of not less than \$1,000 per day for each violation, civil penalty or administrative fine and not to exceed \$2,000 per violation per day for each violation, civil penalty or administrative fine at a minimum \$200 per day for each violation, civil penalty or administrative fine. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 20____.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

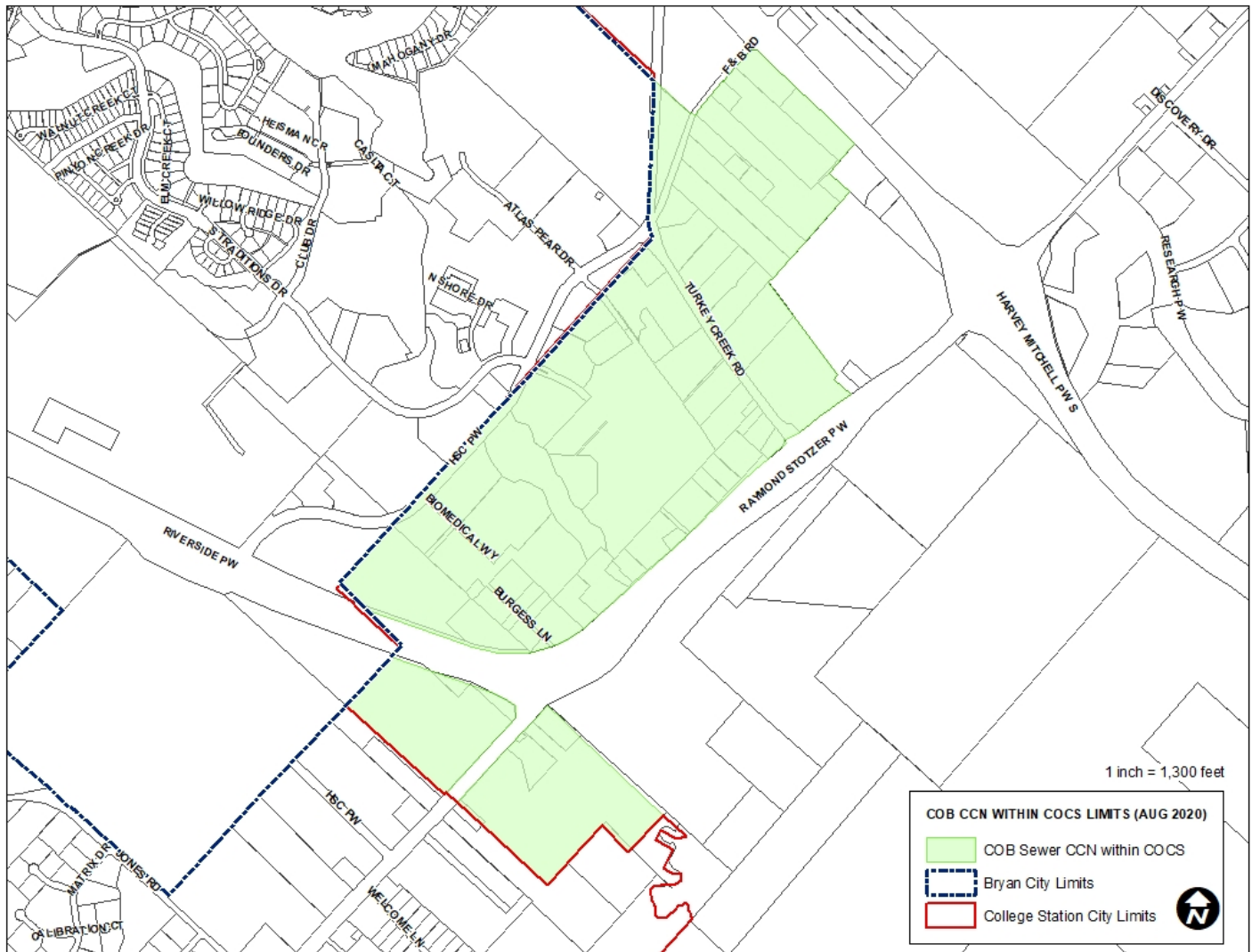
EXHIBIT “A”

That Chapter 40 “Utilities,” Article II “Water and Sewer Service,” Division 4 “Industrial Waste,” Section 40-163 “City of Bryan Wastewater” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 40-163. - City of Bryan Wastewater.

(a) *Incorporation by Reference.* The City of College Station adopts and incorporates by reference into this Code: **Chapter 122 “Utilities,” Article IV “Wastewater System,” Division 2 “Sewer Use,” Division 3 “Industrial Pretreatment Ordinance,” and Division 5 “Industrial Discharge Limits” of the Code of Ordinances of the City of Bryan** as adopted by the City of Bryan as of November 25, 2013 and as further amended thereafter. This section only applies to the area shown on CCN Map 40-163(a), as amended.

CCN Map 40-163(a)



(b) *Penalty.* That any person, firm, or corporation violating any of the provisions, rules, pretreatment standards or orders of this section shall be deemed guilty of a misdemeanor, civil or administrative penalty. Upon conviction or a finding thereof shall be punishable by a fine, civil penalty or administrative fine of not less than \$1,000 per day for each violation, civil penalty or administrative fine and not to exceed \$2,000 per violation per day for each violation, civil penalty or administrative fine at a minimum \$200 per day for each violation, civil penalty or administrative fine. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER ~~1440~~, "UTILITIES," ARTICLE II "WATER AND SEWER SERVICE," SECTION 6-DIVISION 4 "INDUSTRIAL WASTE REGULATIONS," SECTION 40-163 "CITY OF BRYAN WASTEWATER" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ~~ADDING SUBSECTION NAMENDING SECTION 40-163~~ "CITY OF BRYAN WASTEWATER," 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 ~~1440~~, "Utilities," Article II "Water and Sewer Service," Section 6-Division 4 "Industrial Waste Regulations," Section 40-163 "City of Bryan Wastewater" of the Code of Ordinances of the City of College Station, Texas, be amended by ~~adding subsection~~ Namending Section 40-163 "City of Bryan Wastewater," as set out in **Exhibit "A"**, attached hereto and made a part of this ordinance for all purposes.
- Part 2:** That ~~section N~~Section 40-163 "City of Bryan Wastewater" only applies to the City of Bryan Sewer CCN within the city limits of the City of College Station as shown in **Exhibit "A"**.
- Part 3:** That if any provision of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- Part 4:** That any person, firm, or corporation violating any of the provisions, rules, pretreatment standards or orders of this ~~sub~~section shall be deemed guilty of a misdemeanor, civil or administrative penalty. Upon conviction or a finding thereof shall be punishable by a fine, civil penalty or administrative fine of not less than \$1,000 per day for each violation, civil penalty or administrative fine and not to exceed \$2,000 per violation per day for each violation, civil penalty or administrative fine at a minimum \$200 per day for each violation, civil penalty or administrative fine. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 201420.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

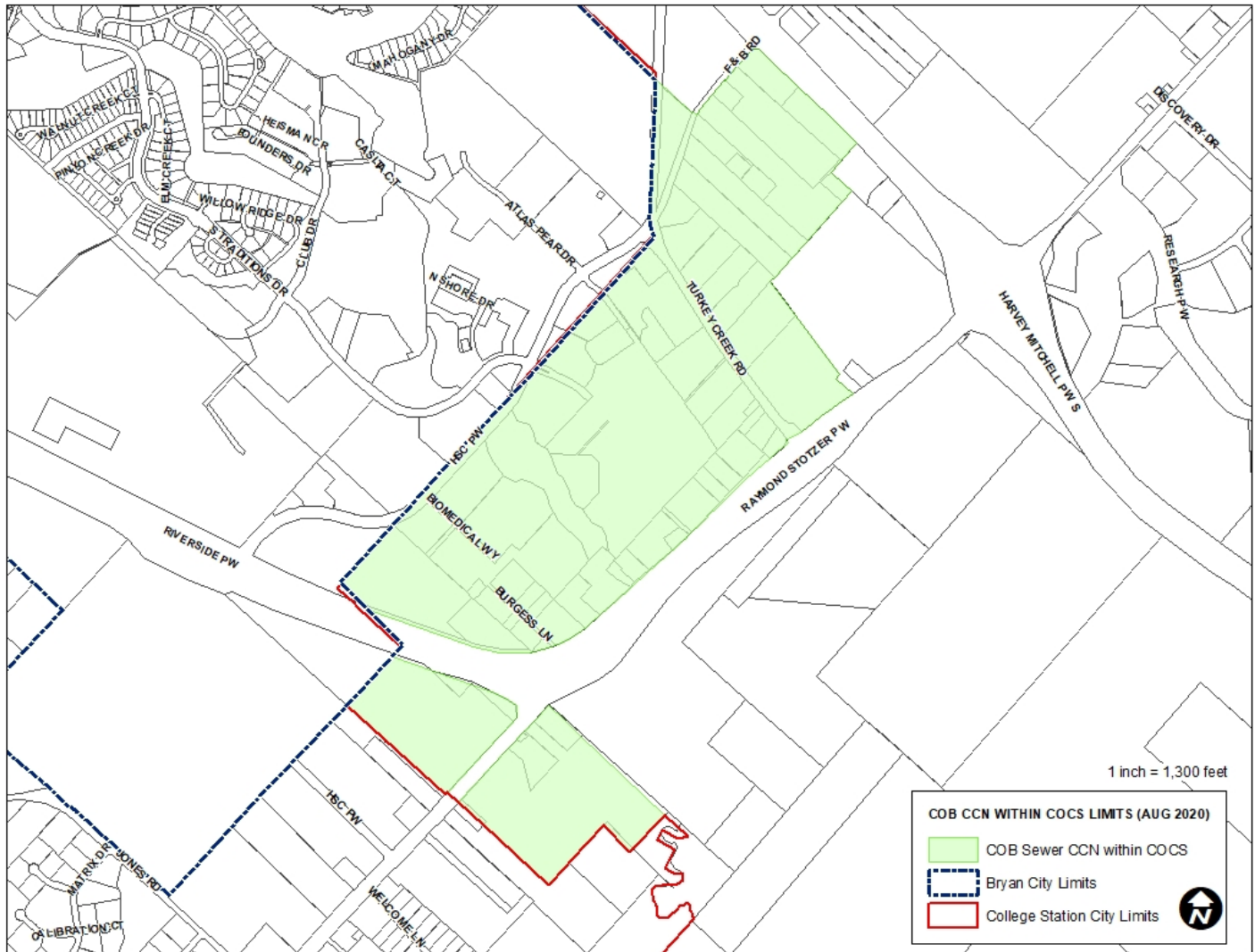
City Attorney

EXHIBIT “A”

That Chapter ~~11,40~~ “Utilities,”; Article II “Water and Sewer Service,” ~~Section 6~~Division 4 “Industrial Waste, ~~Regulations~~” Section 40-163 “City of Bryan Wastewater” of the Code of Ordinances of the City of College Station, Texas, ~~be-is hereby~~ amended ~~by adding subsection N “City of Bryan Wastewater”, to the Code of Ordinances of the City of College Station, Texas and is~~ to read as follows:

N.Sec. 40-163. - City of Bryan Wastewater.

(a) Incorporation by Reference. The City of College Station adopts and incorporates by reference into ~~the this~~ Code ~~of Ordinances of the City of College Station~~: **Chapter 122 “Utilities,”; Article IV “Wastewater System,”; Division 2 “Sewer Use,”; Division 3 “Industrial Pretreatment Ordinance,”; and Division 5 “Industrial Discharge Limits”** of the Code of Ordinances of the **City of Bryan** as adopted by the City of Bryan as of November 25, 2013 and as further amended thereafter. This section only applies to the area shown on CCN Map ~~11-6(N)40-163(a), as amended.~~

CCN Map ~~11-640-163~~(Na)

(b) *Penalty.* That any person, firm, or corporation violating any of the provisions, rules, pretreatment standards or orders of this section shall be deemed guilty of a misdemeanor, civil or administrative penalty. Upon conviction or a finding thereof shall be punishable by a fine, civil penalty or administrative fine of not less than \$1,000 per day for each violation, civil penalty or administrative fine and not to exceed \$2,000 per violation per day for each violation, civil penalty or administrative fine at a minimum \$200 per day for each violation, civil penalty or administrative fine. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense.

Jurica, Mark J

From: Colleen Cook <Colleen.Cook@tceq.texas.gov>
Sent: Wednesday, September 8, 2021 9:04 AM
To: Register, Kean
Cc: Willis, Sandra; Jurica, Mark J; Molina, Rudy; Bridget Malone; Nicole Morris
Subject: Approval of Nonsubstantial Modification to the City of Bryan's Pretreatment Program - TPDES Permit Number(s) WQ0010426001, WQ0010426002, WQ0010426004, and WQ0015930001

Follow Up Flag: Follow up
Flag Status: Flagged

Notice: EXTERNAL EMAIL! Phishing = #1 threat to Cyber Security. Is this a phishing email? – Look again!

Good morning,

This email is being sent to you in lieu of a letter in order to acknowledge that the TCEQ has completed its review of the City of Bryan program modification originally submitted on August 8, 2014, with additional revisions submitted on August 26, 2014, and May, 16, 2018; and a submission with additional updates and revisions submitted on December 3, 2020, and March 15, 2021. The submittal includes updates to the City of Bryan and the City of College Station ordinances, including an amendment to the College Station ordinance to update the language to establish enforcement jurisdiction and penalties consistent with the City of Bryan's approved pretreatment program requirements; and revisions and updates to the standard operating procedures, forms, discharge permits, and document formatting. The TCEQ has determined that the submission is a nonsubstantial program modification and approved, in accordance with 40 CFR §403.18(d)(3); and this program modification will not require any further review by our staff.

We encourage the City of Bryan to engage in local public participation activities to inform your industrial users and the community of this nonsubstantial modification prior to its implementation. According to 40 CFR §403.5(c)(3), prior to the development and enforcement of specific effluent limits, the Control Authority shall provide individual notice to persons or groups who have requested such notice and an opportunity to respond. Please ensure that you take the appropriate actions to fulfill this requirement.

Please submit a signed copy of the City of Bryan's legal authority to the Pretreatment Team (MC-148) once the city council has approved and adopted the revisions, as well as, final copies of the items that were revised or added to the program to the Pretreatment Team (MC-148), without any unapproved changes included, so that we can update our program records accordingly.

If you should have any questions concerning this program modification and our technical review of it, please feel free to contact me at (512) 239-4603 or via email. Thanks!

Kind Regards,

Colleen Cook

Pretreatment Team Leader | Pretreatment Team – MC148
Water Quality Division | Texas Commission on Environmental Quality
✉: colleen.cook@tceq.texas.gov | ☎: 512-239-4603

December 9, 2021
Item No. 7.14.
Real Estate Appraisal Services

Sponsor: Emily Fisher, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the approval of three Master Agreements for Real Estate Appraisal Services: Allen, Williford & Seale, Inc.; CBRE, Inc.; S.T. Lovett & Associates in the amount not to exceed \$60,000 for each agreement.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: Typical appraisal assignments include the appraisal of public utility easements, public access easements, and temporary construction easements; partial fee simple takings; and whole tracts including park land and other municipal properties.

Since 2009, the City has issued five Requests for Proposal of Real Estate Appraisal Services, resulting in annual contracts with the option to renew the contracts for up to two years.

This year the City has selected three firms to provide appraisal services in anticipation of several upcoming capital improvements projects and other land related projects. Nine complete proposals were received in response to Request for Proposal of Real Estate Appraisal Services, RFP No. 22-002. Based on cumulative rankings resulting from evaluations of the proposals, the following real estate appraisal firms have been selected to prepare real estate appraisal reports and provide real estate consulting services to the City:

- Allen, Williford & Seale, Inc.
- CBRE, Inc.
- S.T. Lovett & Associates

Each agreement will have a not to exceed amount of \$60,000 and the option to renew the contract for up to two (2) additional one (1) year terms (total of three (3) years).

Budget & Financial Summary: Funds for appraisal services are budgeted for in the various accounts out of which the easements, right-of-way and/or land will be purchased. In the case of easement and/or right-of-way purchases for capital projects, the funds are budgeted as part of the capital project.

Attachments:

1. Fee sheet from RFP #22-002 - Real Estate Appraisal Services - Allen, Williford & Seale, Inc
2. Fee sheet from RFP #22-002 - Real Estate Appraisal Services - CBRE
3. Fee sheet from RFP #22-002 - Real Estate Appraisal Services - S.T. Lovett & Associates

Allen, Williford & Seale, Inc. – Real Estate Appraiser Services

APPRAISAL FEES

Fees for the various property types are summarized below. It is noted that the discount for multiple appraisals, due to economies of scale, can vary from 10% to 30% depending on how many appraisals are requested.

Appraisal Fees - Allen, Williford & Seale, Inc.		
Property Type	Fee (One Tract)	Discount for Multiple Tracts
Commercial or Industrial Tract		
Whole	\$6,500	10%-30%
Commercial or Industrial Tract		
Partial With Damages	\$7,500	10%-30%
Partial Without Damages	\$7,000	10%-30%
Urban or Rural Residential		
Whole	\$4,000	10%-30%
Urban or Rural Residential		
Partial With Damages	\$5,000	10%-30%
Partial Without Damages	\$4,500	10%-30%
Mixed-Use		
Whole	\$6,500	10%-30%
Mixed-Use		
Partial With Damages	\$7,500	10%-30%
Partial Without Damages	\$7,000	10%-30%
Multi-Family Improved		
Whole	\$6,000	10%-30%
Multi-Family Improved		
Partial With Damages	\$7,000	10%-30%
Partial Without Damages	\$6,500	10%-30%
Flood Plain		
Whole	\$3,500	10%-30%

HOURLY RATES FOR TESTIMONY & SPECIAL ASSIGNMENTS

The hourly billing rates for expert testimony and special assignments is summarized below. It is noted that testimony would be provided by an AWS principal or an MAI designated appraiser.

<u>Description</u>	<u>Hourly Rate</u>
Support Staff	\$ 50.00
Staff Appraiser	\$125.00
State Certified Appraiser	\$175.00
MAI/Designated Appraiser	\$225.00
Principal	\$300.00
Litigation	\$350.00

Fee Schedule

Flat Fee Assignments

Commercial or Industrial Tract:	Whole \$5,000	Partial Taking \$5,500	With Damages \$5,500	Without damages \$5,000	Per Assignment \$5,500	Discount with multiple tracts \$4,400
Urban or Rural Residential:	Whole \$3,000	Partial Taking \$3,500	With Damages \$3,500	Without damages \$3,000	Per Assignment \$3,500	Discount with multiple tracts \$2,800
Mixed Use:	Whole \$7,500	Partial Taking \$8,000	With Damages \$8,000	Without damages \$7,500	Per Assignment \$8,000	Discount with multiple tracts \$6,400
Multi-Family Improved:	Whole \$5,500	Partial Taking \$6,000	With Damages \$6,000	Without damages \$5,500	Per Assignment \$6,000	Discount with multiple tracts \$4,800
Flood Plain:	Whole \$5,000				Per Assignment \$5,000	Discount with multiple tracts \$4,000

Hourly Assignments

Job Title:	Hourly Rate:	Job Title:	Testimony Rate:
Managing Director	\$300	Managing Director	\$400
Director	\$250	Director	\$350
Senior Appraiser	\$150		
Valuation Associate	\$100		

CBRE will not incur any expenses chargeable to the City for office supplies, copies, postage, cell phone usage, mileage, other travel related expenses, etc.

Professional Services Fee Schedule

Effective January 1st, 2021

Category I: Appraisal, consulting and right-of-way acquisition services. Typical fees charged for appraisal reports specific to eminent domain proceedings by property type. A 5% to 20% per parcel discount will be applicable to multi-parcel projects. The discount will depend upon the number of parcels, similarity of property type, and character and nature of the acquisition.

Commercial or Industrial Tract (Whole):	\$2,750 to \$5,250
Commercial or Industrial Tract (Partial Taking):	
With Damages	\$4,250 to \$6,750
Without Damages	\$3,750 to \$6,250
Urban or Rural Residential (Whole):	\$1,500 to \$2,750
Urban or Rural Residential (Partial Taking):	
With Damages	\$2,250 to \$3,500
Without Damages	\$2,000 to \$3,250
Mixed-use (Whole):	\$2,750 to \$5,250
Mixed-use (Partial Taking):	
With Damages	\$4,250 to \$6,750
Without Damages	\$3,750 to \$6,250
Multi-family improved (Whole):	\$3,250 to \$6,250
Mixed-use (Partial Taking):	
With Damages	\$4,750 to \$7,750
Without Damages	\$4,250 to \$7,250
Flood plain (Whole):	\$2,500 to \$5,250

Category II: Consultations, Depositions, Pretrial Preparation and Testimony. Billed at an hourly rate.

<u>Classification</u>	<u>Rate per hour</u>
Principal Appraiser	\$200.00
Appraisal Assistant	\$ 50.00

Category III: Reimbursable Expenses. None

December 9, 2021
Item No. 7.15.
Brazos County MUD #1 Development Agreement Amendment

Sponsor: Molly Hitchcock, Assistant Director of Planning and Development

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding an amendment to the Development Agreement of the Brazos County Municipal Utility District No. 1 between the City of College Station, Texas and McAlister Opportunity Fund 2012, LP amending Exhibit “B” (the General Plan).

Relationship to Strategic Goals:

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

Recommendation(s): Staff recommends approval.

Summary: On March 12, 2015, the City Council approved a Development Agreement as part of the process to allow the establishment of Brazos County Municipal Utility District (MUD) No. 1. The Development Agreement extended the City’s planning authority over the District’s property, which is approximately 553 acres located entirely in the City’s Extraterritorial Jurisdiction. The Development Agreement addresses land use, density, compliance with construction codes, and development standards comparable to development within the City.

Exhibit “B” of the Development Agreement is the General Plan for MUD #1. The exhibit reflects the plan for the physical development and use of the Tract, which was anticipated to need amendment from time to time with the City’s approval. The Agreement (Section 2.2 General Plan and Land Use; Amendments) states that the plan may be amended with approval of the City Council or the City Manager, depending on the type and extent of the proposed changes.

A revised preliminary plan for the Southern Pointe Subdivision was recently submitted to Planning and Development Services and reflects a desire to adjust the acreages for the different land uses, add a commercial area at the intersection of Mather Parkway and a future major arterial, and remove the fire station site. Because limitations on unilateral annexation constrain the future physical growth of the City, the City has chosen not to exercise the option to purchase a two acre fire station site within the District. The proposed General Plan looks to adjust to market conditions but remains a largely residential subdivision supporting greenways and commercial uses.

Budget & Financial Summary: N/A

Attachments:

1. First Amendment to Development Agreement
2. Exhibit B General Plan
3. 2015 Exhibit B General Plan

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment (this “Amendment”) to Development Agreement is entered by and between McAlister Opportunity Fund, 2012, LP (the “Developer”) and the City of College Station, Texas, a Texas home-rule municipal corporation (“City”)

WHEREAS, the Developer and the City entered into a Development Agreement effective March 12, 2015, (the “Development Agreement”) for the orderly, safe and healthful development of the land within the boundaries of Brazos Bounty Municipal Utility District No. 1 (the “District”); and

WHEREAS, pursuant to Article V. of the Development Agreement, the Developer agreed to grant the City an option to purchase a two acre fire station site within the District; and

WHEREAS, City no longer desires to place a fire station in the District and has chosen not to exercise this option to purchase a two acre fire station site located within the District; and

WHEREAS, the Developer has agreed to develop the District pursuant to the Development Standards found in Article II. General Plan, Platting, and Development Standards of the Development Agreement; and

WHEREAS, pursuant to Article II. General Plan, Platting, and Development Standards of the Development Agreement, the Developer shall develop the property according to the General Plan as adopted as Exhibit “B” of the Development Agreement; and

WHEREAS, the General Plan may be amended with approval of City Council; and

WHEREAS, the Developer desires to amend the percentages of land use designation and land use location found in the General Plan; NOW THEREFORE:

IT IS AGREED AND ACKNOWLEDGED THAT:

1. The Developer and City agree that Exhibit “B” General Plan of the Development Agreement will be amended and replaced in its entirety with the attached “General Plan”.

EXECUTED TO BE EFFECTIVE as of the ____ of December, 2021.

MCALISTER OPPORTUNITY FUND 2012, LP

By: _____

Name: _____

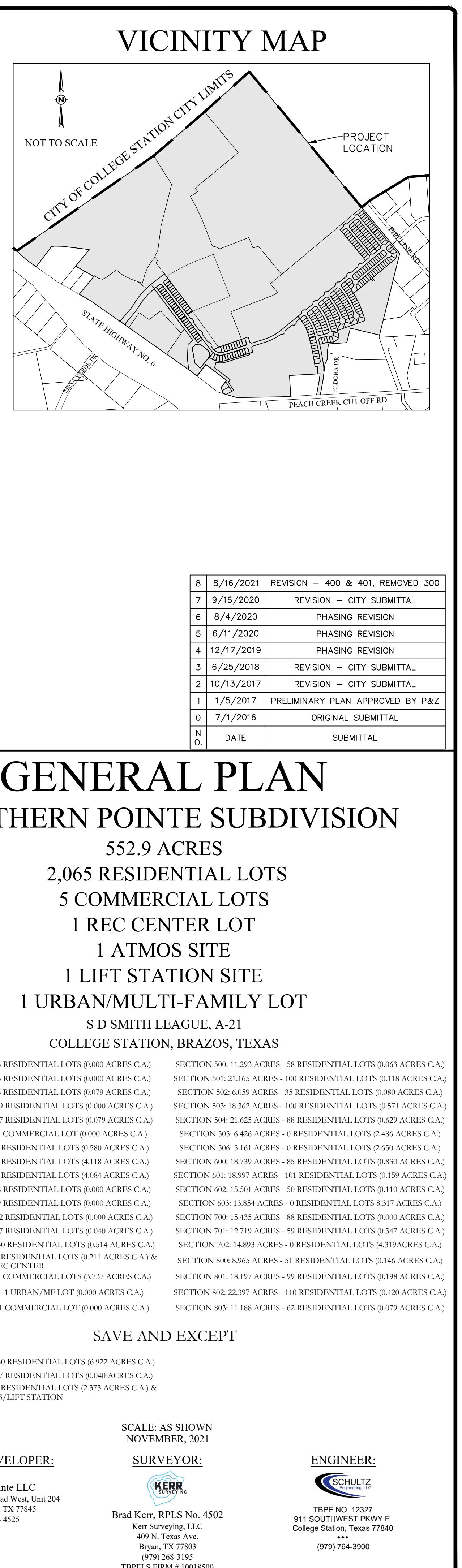
Title: _____

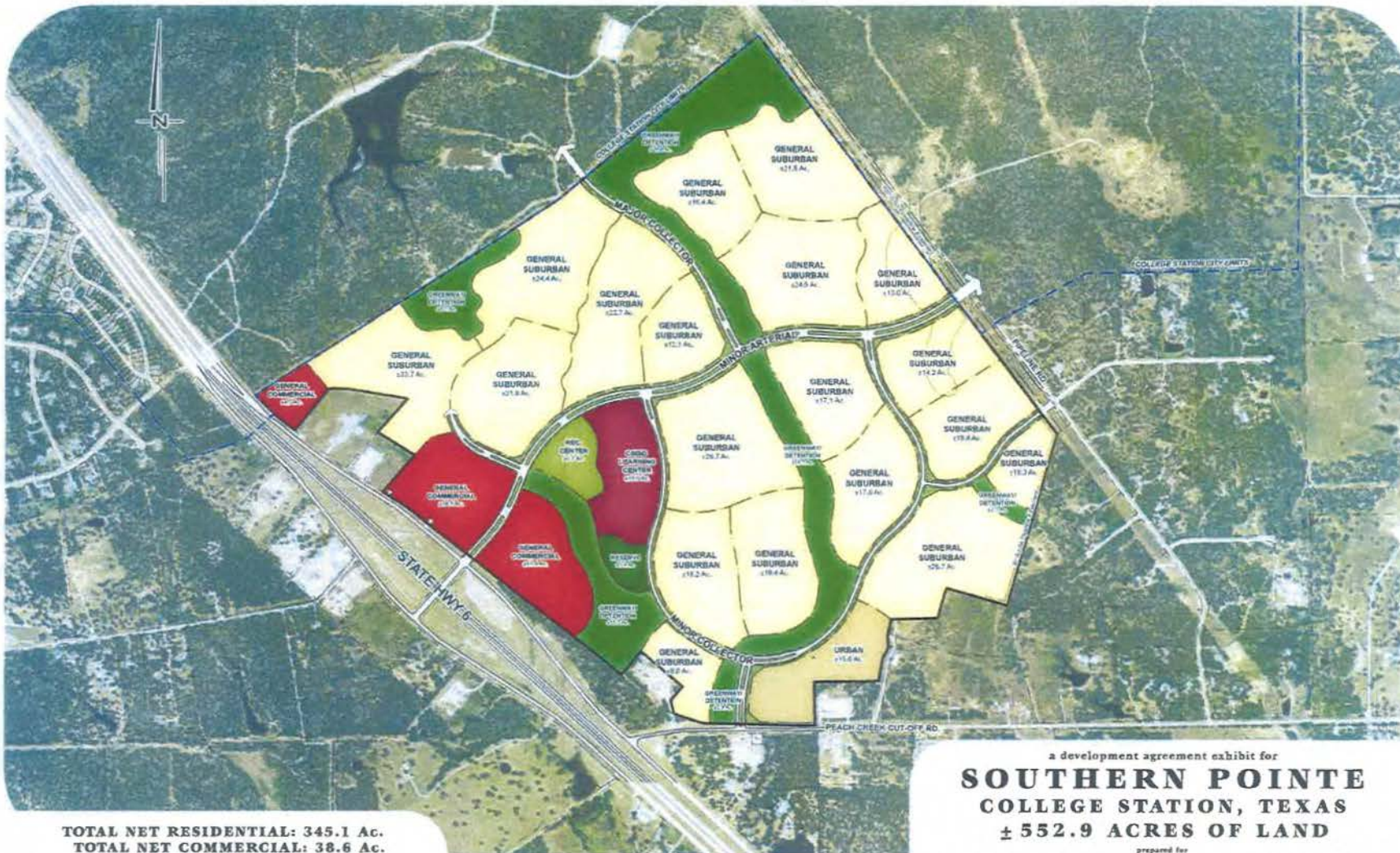
THE CITY OF COLLEGE STATION, TEXAS

City Manager

APPROVED AS TO FORM:

City Attorney





TOTAL NET RESIDENTIAL: 345.1 Ac.
TOTAL NET COMMERCIAL: 38.6 Ac.
TOTAL DETENTION: 76.7 Ac.

THIS DRAWING IS A PICTORIAL REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS SUBJECT TO CHANGE. FURTHER, THIS DRAWING IS A SCANNED IMAGE ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. THIS DRAWING MAY OR MAY NOT INCORPORATE INFORMATION AND/OR DATA PROVIDED TO SGE | KERRY R. GILBERT & ASSOCIATES BY OTHER CONSULTANTS RELATIVE TO ENGINEERING AND DRAINAGE, FLOOD HAZARD AND ENVIRONMENTAL ISSUES AND SHOULD NOT BE RELIED UPON FOR ANY PURPOSE. NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ACTUAL DESIGN, LOCATION AND CHARACTER OF THE PROPERTIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

SGE | KERRY R. GILBERT & ASSOCIATES, ALL RIGHTS RESERVED.

a development agreement exhibit for
SOUTHERN POINTE
COLLEGE STATION, TEXAS
± 552.9 ACRES OF LAND
 prepared for
GRID REAL ESTATE SERVICES

SGE | KERRY R. GILBERT & ASSOCIATES

Lead Planner Consultants

SCALE
 1" = 1/4" = 1/2" = 1"

FEBRUARY 23, 2015
 KGA 98-331

2001 Green Ranch Blvd.
 Suite A-200
 Katy, Texas 77404
 (281) 576-5340
 Fax (281) 576-8212

December 9, 2021
Item No. 8.1.
Egremont Court

Sponsor: Emily Fisher, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding options for Egremont Court.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff will present options for council to consider.

Summary: Egremont Court is a cul-de-sac street located in the Castlegate II subdivision. Residents along the cul-de-sac have brought forward concerns regarding the drainage of the street as well as curb condition in the "bulb" of the cul-de-sac. Staff will present options to address these concerns. These options include reconstruction of various portions of the street.

Budget & Financial Summary: There is currently not a capital project for Egremont Court. Staff will present estimated options and possible funding sources for consideration.

Attachments:

None

December 9, 2021

Item No. 8.2.

Construction Contract with JaCody Construction, LP, for Cemetery Sales & Maintenance Shop

Sponsor: Steve Wright

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding approval of a construction contract for the Cemetery Sales & Maintenance Shop, with JaCody Construction, LP, in the amount of \$2,165,979.31.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the construction contract with JaCody Construction for the build-out of a new Cemetery Sales & Maintenance Shop in the amount of \$2,165,979.31 for three hundred and forty-five (345) construction days.

Summary: On October 20, 2021, both JaCody Construction LP, and Dudley Construction sent in proposals for RFP NO. 22-001. After staff evaluation, JaCody Construction LP was selected for this project.

The Cemetery Sales & Maintenance Shop will be located at 3800 Raymond Stotzer Parkway, also known as the Aggie Field of Honor and Memorial Cemetery. As the title implies, this structure will provide two services in one central location.

Currently, sales of cemetery plots and niches are handled in the small break room at the Memorial Cemetery. This area is just large enough for three or four people at one time and was never intended to be a sales office. The new structure will be equipped with a controlled air meeting area, parking lot and restroom designated for this service.

The second half of this building will house the cemetery crew and their equipment. The current maintenance shop is located behind Adamson Lagoon. Due to age, size, location, and the complexity of the crew's job, this building is no longer beneficial.

Budget & Financial Summary: On May 28, 2020, Council approved the use of \$1,725,000 in debt previously issued to be allocated to this project. Appropriations are currently \$1,805,000. Supply chain issues have resulted in an increase in the cost of the project. An additional \$395,000 in appropriations will be included on Budget Amendment #1 for FY22 to cover this contract with funding to come in the form of a loan to the Cemetery Fund from the General Fund Fund Balance.

Attachments:

1. 22-001 Bid Tabulation
2. JaCody Const-Proposal for Cemetery Sales and Maintenance Shop

City of College Station
RFP (CSP) 22-001
Cemetery sales and Maintenance Shop
Bid Opening October 20, 2021 at 2:00 p.m. CST

Please type or write legibly in blue or black ink. A unit price is required for all bid items. If there are discrepancies between unit prices and totals, the unit price will prevail.
Please initial all corrections and do not round totals.

			JaCody Construction, LP			Dudley Construction, Inc.		
Item #	Description	Unit	Quantity	Unit Price	Total	Quantity	Unit Price	Total
1	General Requirements	LS	1	\$ 148,500.00	\$148,500.00	1	\$ 157,557.50	\$157,557.50
2	Contractor's Fee	LS	1	\$ 100,625.11	\$100,625.11	1	\$ 162,815.65	\$162,815.65
3	Insurance	LS	1	\$ 53,812.55	\$53,812.55	1	\$ 116,286.16	\$116,286.16
4	Final Clean	LS	1	\$ 2,500.00	\$2,500.00	1	\$ 2,500.00	\$2,500.00
5	Surveying & Staking	LS	1	\$ 2,500.00	\$2,500.00	1	\$ 7,936.00	\$7,936.00
6	Excavation & Grading	LS	1	\$ 183,327.00	\$183,327.00	1	\$ 177,086.00	\$177,086.00
7	Site Utilities	LS	1	\$ 178,046.00	\$178,046.00	1	\$ 111,516.00	\$111,516.00
8	Site Finishing (striping/bollards/knox box,etc)	LS	1	\$ 13,104.00	\$13,104.00	1	\$ 20,769.65	\$20,769.65
9	Site Fencing	LS	1	\$ 45,770.00	\$45,770.00	1	\$ 30,035.00	\$30,035.00
10	Landscaping (Base Bid)	LS	1	\$ 10,000.00	\$10,000.00	1	\$ 7,500.00	\$7,500.00
11	Concrete (foundation)	LS	1	\$ 94,166.50	\$94,166.50	1	\$ 92,000.00	\$92,000.00
12	Concrete (paving)	LS	1	\$ 129,925.88	\$129,925.88	1	\$ 138,400.00	\$138,400.00
13	Crushed Limestone at laydown yard (Base Bid)	LS	1		\$0.00	1	\$ 72,500.00	\$72,500.00
14	Concrete Floor Sealing	LS	1	\$ 8,913.30	\$8,913.30	1	\$ 500.00	\$500.00
15	Masonry	LS	1	\$ 49,500.00	\$49,500.00	1	\$ 35,000.00	\$35,000.00
16	Carpentry	LS	1	\$ 21,389.00	\$21,389.00	1	\$ 1,000.00	\$1,000.00
17	Cabinets and Millwork	LS	1	\$ 14,300.00	\$14,300.00	1	\$ 18,645.00	\$18,645.00
18	Thermal & Moisture Protection	LS	1	\$ 30,076.00	\$30,076.00	1	\$ 35,600.00	\$35,600.00
19	Solid-core Wood Doors	LS	1	\$ 45,025.00	\$45,025.00	1	\$ 6,215.75	\$6,215.75
20	Metal Doors & Hardware	LS	1		\$0.00	1	\$ 18,634.60	\$18,634.60
21	Overhead Doors & Hardware	LS	1	\$ 19,363.00	\$19,363.00	1	\$ 39,200.00	\$39,200.00
22	Storefront & Windows	LS	1	\$ 39,439.00	\$39,439.00	1	\$ 31,350.00	\$31,350.00
23	Metal Stud & Drywall System	LS	1	\$ 99,716.00	\$99,716.00	1	\$ 102,226.00	\$102,226.00
24	Tile & Base	LS	1	\$ 18,531.00	\$18,531.00	1	\$ 18,531.00	\$18,531.00
25	Painting	LS	1	\$ 28,025.80	\$28,025.80	1	\$ 28,417.00	\$28,417.00
26	Window Treatments	LS	1	\$ 5,000.00	\$5,000.00	1	\$ 5,000.00	\$5,000.00
27	Metal Building System	LS	1	\$ 275,698.00	\$275,698.00	1	\$ 285,990.00	\$285,990.00
28	Metal Wall Panels	LS	1		\$0.00	1	\$ 30,000.00	\$30,000.00
29	Fire Sprinklers	LS	1	\$ 28,776.00	\$28,776.00	1	\$ 36,695.00	\$36,695.00
30	Plumbing	LS	1	\$ 79,900.00	\$79,900.00	1	\$ 151,900.00	\$151,900.00
31	HVAC	LS	1	\$ 108,500.00	\$108,500.00	1	\$ 50,000.00	\$50,000.00
32	Electrical	LS	1	\$ 174,300.00	\$174,300.00	1	\$ 200,000.00	\$200,000.00
33	Fire Alarm System	LS	1	\$ 3,500.00	\$3,500.00	1	\$ 6,205.00	\$6,205.00
Base Bid Amount					\$2,012,229.14	Base Bid Amount \$2,198,011.31		
Alternates								
34	Alternate #1 (Soil Bins (3) with concrete walls and slab	LS	1	\$ 40,581.52	\$40,581.52	1	\$ 228,999.62	\$28,999.62
35	Alternate #2 (Concrete paving for equipment laydown yard)	LS	1	\$ 73,221.74	\$73,221.74	1	\$ 19,999.95	\$19,999.95
36	Alternate #3 (Landscaping: trees, ground cover, irrigation system)	LS	1	\$ 39,673.91	\$39,673.91	1	\$ 43,000.42	\$43,000.42
Base Bid Amount + Alt 1					\$2,052,810.66	Base Bid Amount + Alt 1 \$2,227,010.93		
Base Bid Amount + Alt 2					\$2,085,450.88	Base Bid Amount + Alt 1 \$2,218,011.26		
Base Bid Amount + Alt 3					\$2,051,903.05	Base Bid Amount + Alt 1 \$2,241,011.73		
Base Bid Amount + Alt 1+Alt 2 +Alt 3					\$2,165,706.31	Base Bid Amount + Alt 1 \$2,290,011.30		



PROPOSAL FOR:
CEMETERY SALES AND MAINTENANCE SHOP

RFP NO. 22-001



CITY OF COLLEGE STATION, TEXAS
PURCHASING DIVISION – CITY HALL
PO BOX 9960 / 1101 TEXAS AVENUE
COLLEGE STATION, TX 77842

SUBMITTED DATE:

10.20.21 2021

2:00 P.M. CDST

PREPARED BY:

JACODY CONSTRUCTION, LP

10770 SH 30, SUITE 400

COLLEGE STATION, TX 77845

979-774-5613

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Forrest Couch



Vice President of Operations

Cody McKean



President/General Superintendent

JaCody Construction, LP is a bonded and insured Commercial General Contractor. Incorporated in 1994, we have completed over 100 contracts within the last 5 years ranging in value from \$500,000 to \$10,000,000.

Our projects include civil, municipal, medical, religious institutions, private sector projects, and extensive remodeling. As a true traditional General Contractor, we maintain a hands-on approach that helps us deliver projects much faster, with tremendous quality and at a lower cost than our competitors. Every project is approached with a sense of urgency from pre-construction to completions as we understand our critical role in being responsible for the overall success of all projects.

At JaCody Construction, we are dedicated to building long-term relationships with our clients. We attain this through communication and attention to every detail throughout the life cycle of the construction process. Being a true partner with our clients is why we are known for being on-time, on-budget and producing a quality product that all involved can be proud of. JaCody Construction is proud of its long list of satisfied clients and repeat work.

Approximately 40% of our projects are negotiated projects where we are selected based upon our reputation, performance, and quality rather than just low bid. The remaining 60% are won competitively in the lump-sum proposal bid platform. The combination of negotiated and competitive bid projects demonstrates our customer satisfaction and our cost competitiveness. We pride ourselves on repeat business, as this is the true indicator of our perceived value with our clients.

Our goal is to always make a first-time client into a long-term client. JaCody Construction believes that the measure of success and the key to future growth and prosperity is client satisfaction. To this, our employees and subcontractors are continuously tasked to exceed our clients' expectations.

We appreciate this opportunity to offer this proposal for your project and we look forward to working with you in the future.

Executive Summary:

JaCody Construction is pleased to present the following proposal for the City of College Station Cemetery Sales and Maintenance Shop. The proposal includes construction of a 205SF office space for sales of cemetery plots and 3885SF to house crews and equipment that work within the cemetery. In addition, a large crushed limestone equipment yard will be located behind the shop portion of the building with an alternate option to have this be paved.

This project will be coordinated in a manner to allow for pavement to be placed as early as possible to provide a dry clean work surface to be able to accept deliveries and to be able to use for staging of materials. The crushed limestone yard would also be priority to add additional stable work surface.

CERTIFICATION
(Tab 3)

CERTIFICATION OF PROPOSAL

The undersigned affirms that they are duly authorized to execute the City of College Station Construction Agreement, that this Proposal has not been prepared in collusion with any other Offeror, and that the contents of this Proposal have not been communicated to any other Offeror prior to the official opening of this Proposal. Additionally, the undersigned affirms that the firm is willing to sign the enclosed City of College Station Construction Agreement.

Signed By: 77 Oct

Title: Partner

Typed Name: Forrest Couch

Company Name: JaCody Construction, LP

Phone No.: 979-774-5613

Fax No.: 979-774-5693

Email: forrest.couch@jacodyconstruction.com

Proposal Address: 10770 State Hwy 30, College Station, Tx 77845

P.O. Box or Street	City	State	Zip
--------------------	------	-------	-----

Order Address: 10770 State Hwy 30, College Station, Tx 77845

P.O. Box or Street	City	State	Zip
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Remit Address: 10770 State Hwy 30, College Station, Tx 77845

P.O. Box or Street	City	State	Zip
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Federal Tax ID No.: 81-1304514

Date: 10.20.21

PROPOSAL NO. 22-001

PROPOSAL FORM
(Tab 4)

NOTE: An itemized bid form is posted to the [Brazos Valley e-Marketplace](#) as a separate Excel file to aid in unit bid price entry. The completed form shall be included in the proposal package under Tab 4 – Proposal Form. Offerors are responsible for ensuring unit bid pricing and calculations are correct.

PROPOSAL FORM

Date: 10.20.21

PROPOSAL FROM: JaCody Construction, LP

PROPOSAL TO: City Of College Station
1101 Texas Ave.
College Station, TX 77842

The Undersigned proposes to furnish all labor, services, materials, tools and necessary equipment for the Cemetery Sales and Maintenance Shop and to perform the work required for the construction of said Cemetery Sales and Maintenance Shop Project at the location set out by the Plans and Specifications, in strict accordance with the Contract Documents.

Please type or write legibly in blue or black ink. A unit price is required for all bid items. If there are discrepancies between unit prices and totals, the unit price will prevail. Please initial all corrections and do not round totals.

In submitting this Proposal, it is understood that this Proposal may not be altered or withdrawn for ninety (90) days, and that the Owner has reserved the right to reject any and all Proposals.

The Undersigned certifies that this Proposal is made in good faith, without collusion or connection with any other person, persons, partnership, company, firm, association, or corporation offering Proposals on this work, for the following sum or prices to wit:

BASE PROPOSAL: Stipulated Total Bid of: (\$ 2,012,502.14)

CALENDAR DAYS: Total number of calendar days to substantial completion is 365 days.

RECEIPT OF ADDENDA

I hereby acknowledge receipt of the following Addenda: 1, 2, 3

CONTRACTOR NAME: Forrest Couch, JaCody Construction, LP

CONTRACTOR SIGNATURE: 

City of College Station
RFP (CSP) 22-001
Cemetery sales and Maintenance Shop

Please type or write legibly in blue or black ink. A unit price is required for all bid items. If there are discrepancies between unit prices and totals, the unit price will prevail. Please initial all corrections and do not round totals.

Item #	Description	Unit	Quantity	Unit Price	Total
1	General Requirements	LS	1	\$ 148,500.00	\$ 148,500.00
2	Contractor's Fee	LS	1	\$ 100,625.11	\$ 100,625.11
3	Insurance	LS	1	\$ 53,812.55	\$ 53,812.55
4	Final Clean	LS	1	\$ 2,500.00	\$ 2,500.00
5	Surveying & Staking	LS	1	\$ 2,500.00	\$ 2,500.00
6	Excavation & Grading	LS	1	\$ 183,327.00	\$ 183,327.00
7	Site Utilities	LS	1	\$ 178,046.00	\$ 178,046.00
8	Site Finishing (striping/bollards/knox box, etc)	LS	1	\$ 13,104.00	\$ 13,104.00
9	Site Fencing	LS	1	\$ 45,770.00	\$ 45,770.00
10	Landscaping (Base Bid)	LS	1	\$ 10,000.00	\$ 10,000.00
11	Concrete (foundation)	LS	1	\$ 94,166.50	\$ 94,166.50
12	Concrete (paving)	LS	1	\$ 129,925.88	\$ 129,925.88
13	Crushed Limestone at laydown yard (Base Bid)	LS	1	w/item 6	\$ -
14	Concrete Floor Sealing	LS	1	\$ 8,913.30	\$ 8,913.30
15	Masonry	LS	1	\$ 49,500.00	\$ 49,500.00
16	Carpentry	LS	1	\$ 21,389.00	\$ 21,389.00
17	Cabinets and Millwork	LS	1	\$ 14,300.00	\$ 14,300.00
18	Thermal & Moisture Protection	LS	1	\$ 30,076.00	\$ 30,076.00
19	Solid-core Wood Doors	LS	1	\$ 45,025.00	\$ 45,025.00
20	Metal Doors & Hardware	LS	1	w/item 19	\$ -
21	Overhead Doors & Hardware	LS	1	\$ 19,636.00	\$ 19,636.00
22	Storefront & Windows	LS	1	\$ 39,439.00	\$ 39,439.00
23	Metal Stud & Drywall System	LS	1	\$ 99,716.00	\$ 99,716.00
24	Tile & Base	LS	1	\$ 18,531.00	\$ 18,531.00
25	Painting	LS	1	\$ 28,025.80	\$ 28,025.80
26	Window Treatments	LS	1	\$ 5,000.00	\$ 5,000.00
27	Metal Bulking System	LS	1	\$ 275,698.00	\$ 275,698.00
28	Metal Wall Panels	LS	1	w/item 27	\$ -
29	Fire Sprinklers	LS	1	\$ 28,776.00	\$ 28,776.00
30	Plumbing	LS	1	\$ 79,900.00	\$ 79,900.00
31	HVAC	LS	1	\$ 108,500.00	\$ 108,500.00
32	Electrical	LS	1	\$ 174,300.00	\$ 174,300.00
33	Fire Alarm System	LS	1	\$ 3,500.00	\$ 3,500.00
Base Bid Amount					\$ 2,012,502.14
Alternate Items					
34	Alternate #1 (Soil Bins (3) with concrete walls and slab	LS	1	\$ 40,581.52	\$ 40,581.52
35	Alternate #2 (Concrete paving for equipment laydown yard)	LS	1	\$ 73,221.74	\$ 73,221.74
36	Alternate #3 (Landscaping: trees, ground cover, irrigation system)	LS	1	\$ 39,673.91	\$ 39,673.91
Base Bid Amount + Alt 1		LS	1	\$ 2,053,083.66	\$ 2,053,083.66
Base Bid Amount + Alt 2		LS	1	\$ 2,085,723.88	\$ 2,085,723.88
RFP (CSP) 22-001 Per Addendum #3					



ADDENDUM NO. 1
RFP NO. 22-001

Date: September 2, 2021
To: All Interested Parties
From: Brandi Whittenton, Buyer
Re: **RFP 22-001, RFP (CSP) Cemetery Sales and Maintenance Shop**

The following information related to Request for Proposal No. 22-001 is hereby made a part of the RFP Documents for the above referenced solicitation as fully and as completely as though the same were included therein.

ADDITIONS, CORRECTIONS

1. The Plans for the Cemetery Sales and Maintenance Shop attached.

Please acknowledge receipt of this addendum with signature and date and return with completed proposal. Failure to do so may cause your proposal to be considered non-responsive.

Receipt of this Addendum No. 1 is hereby acknowledged


Forrest Couch
Authorized Signature 10.18.21
Date

JaCody Construction, LP
Company Name



ADDENDUM NO. 2 RFP NO. 22-001

Date: October 18, 2021
To: All Interested Parties
From: Brandi Whittenton, Buyer
Re: **RFP 22-001, RFP (CSP) Cemetery Sales and Maintenance Shop**

The following information related to Request for Proposal No. 22-001 is hereby made a part of the RFP Documents for the above referenced solicitation as fully and as completely as though the same were included therein.

DATE REMINDERS

The Proposal submission deadline: Wednesday, October 20, 2021, at 2:00 p.m. CST. At which time we will open all submitted proposals. Should any proposal come in after that they will be send back to the vendor unopened.

UPDATES, CHANGES AND ATTACHMENTS

1. Proposal Form – Updated

VENOR QUESTIONS and ANSWERS

1. The specs have two different completion days noted - 345 and 150. Which is correct?

Answer: The completion days are 345 days:

15.0 CONTRACT TIME

The times for Substantial Completion and Final Completion are set forth in the Construction Agreement. It will be necessary for the Successful Offeror to satisfy the City of Offeror's ability to achieve Substantial Completion and Final Completion within the times designated in the Special Provisions.

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- B. Days to Achieve Substantial Completion and Final Payment

The Work will be substantially completed within **345** calendar days after the Notice to Proceed and completed and ready for final payment in accordance with Section 18.04

of the Construction Agreement within **30** calendar days after the date when the Contract Times commence to run. The substantial completion schedule will be further defined with the final contract.

2. The image quality of add 1 that was posted is very poor. Nothing is legible. Please post in higher resolution format.

Answer: the image quality has been verified and is legible.

3. There are existing trees shown to be saved/protected. There is a legend over a large part of the drawing where more trees are located. Are we to assume you want to save these trees as well? Can the legend be moved so it is not covering up these additional trees that need to be saved?

Answer: A visit to the site to verify existing conditions is recommended. Note 14 on Sheet A1.1 states to protect existing trees. Much of the project area is covered in upon brush, which does not need to be saved.

4. Page 3 states a Fire Sprinkler System is not required per code. Page 6 states a Fire Sprinkler System is required. Please advise if a Fire Sprinkler System is required.

Answer: City of College Station has required a Fire Sprinkler System and shall be provided as stated on sheet 3.

5. 1.Civil plans say C5.0 say 8'H Chain-link Fence, A1.2 detail show a 6'H Fence + barb wire. Which is correct 6'H+1 or 7'H+1

Answer: the fence will be 6'H of chain-link plus 1' of barbed wire.

6. A2.1 shows all the wall types. Air-conditioned spaces all have HM stud walls. Detail 6 on A3.1 states... "Exposed Metal Building: Structure and Insulation" But...Not all exterior wall partition types are noted. CMU on adjacent walls in the bay areas are built up to 7'-10" in height. I think it is safe to assume the exterior CMU is the same. It would be best to clarify CMU height on exterior walls at the shed, wash rack, and bays and if the CMU is to be insulated.

Answer: CMU on exterior walls will be 7'-10.5" A.F.F. and is shown to be that on the wall sections on sheet A6.1. Drawing 6/A3.1 indicates CMU in the Truck Bay to be up to 8' AFF, which will be corrected to state 7'-10.5" AFF in Addendum #2.

7. Please clarify Storefront doors types and finishes. Please confirm if we are using curtainwall or storefront... and what color it is to be.

Answer: Windows will be storefront window system, 6" deep, dark bronze, with 1" insulated glass. Storefront doors to be medium stiles. A change to the hardware of entry doors will be in Addendum #2.

Please acknowledge receipt of this addendum with signature and date and return with completed proposal. Failure to do so may cause your proposal to be considered non-responsive.

Receipt of this Addendum No. 1 is hereby to be acknowledged on the Proposal Form



ADDENDUM NO. 3
RFP NO. 22-001

Date: October 18, 2021
To: All Interested Parties
From: Brandi Whittenton, Buyer
Re: **RFP 22-001, RFP (CSP) Cemetery Sales and Maintenance Shop**

The following information related to Request for Proposal No. 22-001 is hereby made a part of the RFP Documents for the above referenced solicitation as fully and as completely as though the same were included therein.

DATE REMINDERS

The Proposal submission deadline: Wednesday, October 20, 2021, at 2:00 p.m. CST. At which time we will open all submitted proposals. Should any proposal come in after that they will be send back to the vendor unopened.

UPDATES, CHANGES AND ATTACHMENTS

1. Proposal Form – Updated all measure of units set to be Lump Sum amounts. Bid form is due at Proposal submission deadline, Wednesday, October 20, 2021, at 2:00 p.m. CST. Poste as separate document.
2. Additional information from The Arkitex Studio, Inc. to address vendor questions.

VENOR QUESTIONS and ANSWERS

1. The specs have two different completion days noted - 345 and 150. Which is correct?

Answer: The completion days are 345 days:

15.0 CONTRACT TIME

The times for Substantial Completion and Final Completion are set forth in the Construction Agreement. It will be necessary for the Successful Offeror to satisfy the City of Offeror's ability to achieve Substantial Completion and Final Completion within the times designated in the Special Provisions.

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

B. Days to Achieve Substantial Completion and Final Payment

The Work will be substantially completed within **345** calendar days after the Notice to Proceed and completed and ready for final payment in accordance with Section 18.04 of the Construction Agreement within **30** calendar days after the date when the Contract Times commence to run. The substantial completion schedule will be further defined with the final contract.

2. The image quality of add 1 that was posted is very poor. Nothing is legible. Please post in higher resolution format.

Answer: the image quality has been verified and is legible.

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Answer: CMU on exterior walls will be 7'-10.5" A.F.F. and is shown to be that on the wall sections on sheet A6.1. Drawing 6/A3.1 indicates CMU in the Truck Bay to be up to 8' AFF, which will be corrected to state 7'-10.5" AFF in Addendum #3.

7. Please clarify Storefront doors types and finishes. Please confirm if we are using curtainwall or storefront... and what color it is to be.

Answer: Windows will be storefront window system, 6" deep, dark bronze, with 1" insulated glass. Storefront doors to be medium stiles. A change to the hardware of entry doors will be in Addendum #3.

Please acknowledge receipt of this addendum with signature and date and return with completed proposal. Failure to do so may cause your proposal to be considered non-responsive.

Receipt of this Addendum No. 3 is hereby to be acknowledged on the Proposal Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

JaCody Construction, LP
College Station, TX United States

Certificate Number:
2021-814023

Date Filed:
10/18/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of College Station, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 22-001
RFP-22-001-City of College Station-Cemetery Sales and Maintenance Shop

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	City of College Station	College Station, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Forrest Couch III, and my date of birth is 11.05.1981.

My address is 10770 State Hwy 30, Ste 400, College Station, TX, 77845, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Brazos County, State of Texas, on the 18 day of October, 20 21.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

QUALIFICATIONS OF CONTRACTOR

(Tab 5)

- Contractor's Experience & Qualifications
- Contractor Key Personnel
- Contractor's Current Work Schedule/Record
- List of Projects
- Contractor Litigation, Claims, Reputation & Compliance
- Contractor's Safety Record

CONTRACTOR'S EXPERIENCE & QUALIFICATIONS

General Contractors Name: JaCody Construction, LP

I. General

- a. Qualification information submitted shall be applicable only to the company entity or branch that will perform this Work.
- b. Attach your Project Organization Chart
- c. Submit list of other fully staffed branch offices *N/A*
- d. Submit list of corporate officers, partnerships or owners of organization

II. History

- a. Please specify:
 - ☐ Corporation - State of Incorporation _____
 - ☒ Partnership
 - ☐ Sole Proprietorship
 - ☐ Joint Venture
- b. Specify: In continuous business since: _____
- c. Specify:
 - ☐ Large Business (100 or more employees)
 - ☒ Small Business (fewer than 100 employees)
 - ☐ Other _____

III. Experience

- a. Normally performs 25 % of work with own forces.
- b. Proposing to perform 30 % of work for this project with own forces.
 - i. List Trades Concrete, Framing & Painting

- c. For work performed by the Prime Contractor on this project, Prime Contractor shall indicate if they will be using internal labor forces for the placement and finishing of the concrete or if they will be using day labor and only providing over sight in the form of a foreman and superintendent for the concrete placement and finishing.
(Provide additional attachments as required)

** All Concrete work will be subcontracted out, not self performed*

CONTRACTOR KEY PERSONNEL

Superintendent & Project Manager Information

Resumes of key personnel shall also be included. Professional affiliations, memberships, and certifications for each of the key personnel must be included and will be used to evaluate the proposed team and personnel.

Project Manager	Years Experience	Projects
<i>Jimmy Neeley</i>	<i>19</i>	<i>See Resumes Tab</i>

Superintendent	Years Experience	Projects
<i>Court Matthews</i>	<i>8</i>	<i>See Resumes Tab</i>

Scheduler	Years Experience	Projects
<i>Jimmy Neeley</i>	<i>19</i>	<i>See Resumes Tab</i>

Quality Control Person	Years Experience	Projects
<i>By Project Manager & Superintendent</i>		<i>See Resumes Tab</i>

CONTRACTOR'S CURRENT WORK SCHEDULE/RECORD

I. Current Work Schedule

- a. List major construction projects your organization has in-progress using the format below:

Name & Location of Project	Contract \$	% Complete	Projected Completion Date	Owner Contact And Phone
<i>See Current Job List</i>				

- b. Total number and dollar amount of contracts currently in progress:

Number 7 \$ 12,476,661.00

- c. Largest single contract amount currently in progress:

Project Name: First Financial Bank - College Station Branch

Projected Completion Date: TBD

Dollar Amount \$ 6,300,000.00

II. Past Record

- a. List major construction projects of our organization has completed in the last 5 years that have similar work to the work to be completed in this project, with completion dates and references.

Name & Location of Project	Contract \$	Date Completed	Owner Contact and Phone
<i>See Current Job List</i>			

- b. Volume of work completed over last 5 years:

2019 \$ 14,501,324.00

2018 \$ 9,229,011.00

2017 \$ 12,463,520.00

2016 \$ 22,930,063.00

2015 \$ 7,370,155.00

List of Projects

(Similar Projects in Size and Scope Completed in Last Five Years-List a maximum of 5 projects)

Project	Municipality / Client	Primary Project Contacts and Number	\$ Amount	Type	Date
<i>See Current Job List</i>					

- 2. Attach scope descriptions for each project listed above, how the work is similar to this project and the challenges that were dealt with during construction.**

See Current Job List for details of Jobs performed

CONTRACTOR LITIGATION, CLAIMS, REPUTATION & COMPLIANCE

I. Please answer the following questions

- a. Has your firm or principal in charge ever defaulted, been declared to be in default, or failed to complete any work awarded?

☐ yes

☒ no

If yes, stipulate where and why: N/A

- b. Has your firm or principal in charge ever paid (or had withheld from payment) liquidated damages for failure to complete a contract on time?

☐ yes

☒ no

If yes, stipulate where and why: N/A

- c. Has your organization or principal in charge ever been charged with or paid a fine for non-compliance of State and/or Federal statutes or regulations?

☐ yes

☒ no

If yes, stipulate where and why: N/A

II. List pending claims and/or litigation against or involving project owners at time of submitting Proposal. Show project name, owner and summary explanation. JaCody Construction has never been involved in a lawsuit, claim or litigation

CONTRACTOR'S SAFETY RECORD

- I. List your organization's Workers Compensation Experience Modification Rate (EMR) for the last five years, as obtained from your insurance agent.

2019 .81
 2018 .85
 2017 .82
 2016 .81
 2015 .82

- II. Complete the matrix below for the last five years, as obtained from OSHA No. 200 Log:

	2019	2018	2017	2016	2015
Number of injuries & illnesses	0	0	0	0	0
Number of lost time accidents	0	0	0	0	0
Number of recordable cases	0	0	0	0	0
Number of fatalities	0	0	0	0	0
Number of employee direct hire fixed hours (round to 1,000's)	0	0	0	0	0

- III. Please answer the following questions regarding your safety program

- a. Are regular project safety meetings held for Field Supervisor(s)?

☒ yes

☐ no

If yes, frequency:

☐ weekly

☐ bi-monthly

☐ monthly

☒ as needed

- b. Are project safety inspections conducted?

☒ yes

☐ no

If yes, who performs inspections? Superintendent

How often? As Needed

Who is required to attend? Labor crew & subcontractor on site

- c. Does your organization have a written safety program?

☒ yes

☐ no

CONTRACTOR'S SAFETY RECORD (continued)

- d. Does your organization have a safety orientation program for new employees?

☒ yes

☐ no

For employees promoted to Field Supervisor?

☒ yes

☐ no

If yes, does your Supervisor Safety Program include instructions on the following:

Safety work practices ☒ yes ☐ no

Tool box safety meetings ☒ yes ☐ no

First aid procedures ☒ yes ☐ no

Accident investigation ☒ yes ☐ no

Fire protection ☒ yes ☐ no

New worker's orientation ☒ yes ☐ no



Cody McKean
President/General Superintendent

BACKGROUND

Mr. McKean has 21 years of commercial construction experience directing all phases of the construction project from Initiating and Estimating to Consulting, Execution, and Closeout while engaging directly with the architect, owner, and subcontractors, as well as supervises the field labors. Attends and performs Pre-Construction meetings and Progress meetings. Provides on-site coordination for all phases. Including ordering material and equipment and trade specific subcontractor coordination. Every project is approached with a sense of urgency from pre-construction to completion as we understand our critical role in being responsible for the overall success of our projects.

EDUCATION

Texas A&M University

PROJECTS

- Heart of Texas Goodwill Bryan
 - 25,000 SF New Construction-\$3,825,206
- Burger Mojo
 - University Location-2,550 SF New Construction-\$1,058,480
 - Holleman Location-1,500 SF Renovation-\$181,218
- Mills Park Office Building
 - New Construction – 13,000 SF Office and Restaurant, 2 Story Building
- Whoop9902 CV
 - Costa Vita Restaurant Buildout-3,200 SF-\$542,426
- Cooper's BBQ
 - 16,821 SF New Construction-\$3,436,211
- Bethel Lutheran Church
 - Approximately 1,200 SF of Modifications of The Choir Balcony
- TM5 Office Building
 - Approximately 6,638 SF New Build for a Real Estate Company
- The Eye Care Center
 - Approximately 4,90 SF New Build of an Optometrist Office
- Lincoln Center Phase I & II
 - Approximately 12,000 SF Addition and Remodel, along with Renovation of the Parking Lot

PROJECTS

(Continuation)

Brazos County Employee Medical Clinic/ Voter Registration

- Approximately 11,000 SF Renovation of Brazos County Office

Burleson County Hospital District

- Exterior Renovation Facelift to the Front Entrance and Renovation of the Parking Lot

The Bryan/ College Station Eagle Addition

- Approximately 8,000 SF Addition with Minor Interior Remodeling to existing building consisting of Demolition and Renovation

City of College Station/ Lincoln Center

- Construction of a New Recreational Multipurpose Center approximately 15,000 SF. Followed by Approximately 10,000 SF Renovation of Existing Facility Interior

Burleson County Hospital District Face Lift and Parking

- Project Consist of the Construction of a New Parking Lot, New Covered Drop off and Exterior Elevation Renovations

St. Joseph Regional Health Center

- PET Scanner Install Renovation Approximately 385 SF
- Telemetry
- Patient Room Renovation
- Cancer Treatment Center Renovation
- Women's Diagnostic Center
- Pathology Services

College Station Police Department Renovation

College Station Municipal Courthouse

College Station Fire Department

- Fire Station #1



Forrest L. Couch III
Vice President of Operations

BACKGROUND

Mr. Couch has 16 years of construction experience as a project manager and estimator. Forrest directs all phases of estimating as well as directs the efforts of additional home office staff in providing estimating, scheduling, constructability, and cost reduction ideas throughout the preconstruction period. Budgets are crucial during the early design phases as the early budget numbers will help guide the design to the owners desired budget. It is our job to identify the scopes of work which may not be fully developed and to accurately estimate these values to make sure the scope is not prematurely reduced to target an overall budget number. Getting the most for the owner for their money is our primary objective.

EDUCATION

Texas A&M University
BS, Construction Science

PROJECTS

- Andrews Orthodontics
 - 13,617 SF New Construction
- Burleson County Hospital District-Somerville Clinic & EMS
 - 8,600 SF New Construction
- TM5 Office Building
 - Approximately 6,638 SF. New build for a Real Estate Company
- Republic Steakhouse
 - Approximately 9,500 SF New build of a restaurant
- Brazos County Bank
 - Approximately 5,800 SF New Construction
- The Eye Care Center
 - Approximately 4,900 SF New Build of an Optometrist Office
- Brazos Valley Food Bank
 - Approximately 20,175 SF Renovation of Interior Facility
- Lincoln Center
 - Approximately 36,820 SF Renovation/Modernization of Interior Tenant buildout New Construction.
- Brazos County Employee Medical Clinic/ Voter Registration
 - Approximately 11,00 SF Renovation/Modernization Interior/Exterior

PROJECTS

(Continuation)

A&M Church of Christ

- Approximately 10,487 SF Renovation/Modernization Interior

The Eagle

- Approximately 59,833 SF Addition/Renovation/Modernization Interior/ Exterior

Rock Prairie Professional Office

- Approximately 6,500 SF New Construction

Sanderson Farms, INC. Palestine Processing Plant

- Approximately 171,000 SF Poultry Processing Plant Situated on 50 -Acre.

Brazos Valley Community Action Agency, Clinic Replacement

- Approximately 16,045 SF New Construction

Texas Transportation Institute, State Headquarters Research Facility

- Approximately 70,000 SF 3 Story Facility and Parking Lot New Construction.

Texas A&M University

- William G. Harrell Hall Corps Dormitory Renovation and Leadership Learning Center
- Kyle Field 1st Deck Repairs
- Nuclear Magnetic Resonance Imaging Facility Upgrades for Equipment

Sam Houston State University

- New Elevator at University Theatre Center

St. Joseph Regional Health Center

- Emergency Department/ Trauma Center Replacement. Approximately 30,000 SF Level II Trauma Center Facility
- Approximately 1,500 SF Addition and 7,500 SF of Interior Renovation in the Neurology and Orthopedics Suites
- Lab Upgrade
- Six Phase Renovation in the Women's Service
- Fourth Floor Buildout of Four-Story Bed Tower
- Third Floor Buildout of Four-Story Bed Tower.
- LTACH Renovation

Life Care Hospital of San Antonio

Seton Family of Hospitals

- LTACH Renovation

Starplex Operating LP

- Starplex Cinema 14 at Brazos Mall



Andy Prado, PMP
Project Manager

BACKGROUND

Andy applies management, and business sciences to the process of construction to ensure successful planning, coordination, and implementation of quality construction complying with all standards, codes, and specifications to ensure business goals and objectives are accomplished within schedule and budget. Lead communications with stakeholders and team members through completion of project life cycle to research and resolve issues related to the field to maintain project schedules. Negotiate contracts with external vendors and subcontractors to reach profitable agreements including the change order process for owner and internal changes through project completion managing budget and financial outcome of project.

EDUCATION

Sam Houston State University
BBA, Finance

PROJECTS

- MidSouth Synergy
 - 4,779 SF Renovation-\$2,300,000
- MidSouth Electric Co-Op Demo
 - 15,000 SF Utility Locates-\$199,015
- Heart of Texas Goodwill Bryan
 - 25,000 SF New Construction-\$3,825,206
- Burger Mojo
 - University Location-2,550 SF New Construction-\$1,058,480
 - Holleman Location-1,500 SF Renovation-\$181,218
- Mills Park Office Building
 - New Construction – 13,000 SF Office and Restaurant, 2 Story Building
- Whoop9902 CV
 - Costa Vita Restaurant Buildout-3,200 SF-\$542,426
- Cooper's BBQ
 - 16,821 SF New Construction-\$3,436,211
- Burleson County Hospital District-Somerville
 - 8,600 SF New Construction-\$2,755,000
- Bethel Lutheran Church
 - Choir Modifications-\$100,769

PROJECTS

(Continuation)

TM5 Office Building
- 6,638 SF New Construction-\$1,614,210

Republic Steakhouse
- 9,500 SF New Construction-\$2,459,028

Brazos County Bank
- 5,800 SF New Construction-\$1,925,000

Eye Care Center
- 4,900 SF New Construction-\$1,323,867

Brazos Valley Food Bank
- 20,175 SF Renovation Interior Facility-\$1,547,307

Lincoln Center
- 36,820 SF Renovation/Modernization, Interior/Tenant Buildout, New Construction-\$3,366,146

Lick Creek Nature Center
- Renovation/Modernization, Interior/Tenant Buildout, New Construction
\$2,279,580

Brazos County Employee Medical Clinic/ Voter Registration
- 11,000 SF Renovation/ Modernization, Interior/ Exterior-\$1,784,379

A&M Church of Christ
- 10,487 SF Additional and Remodel-\$2,187,547

The Eagle
- 59,833 SF Addition and Remodel-\$2,614,374

Rock Prairie Professional Offices
- 6,500 SF New Construction-\$1,179,945

Terminal B North Concourse Apron
- Renovation/ Modernization, Interior/ Tenant Buildout, New Construction

Waterline Valve Replacement Project: WA 11181
- Infrastructure, Renovation/Modernization, New Construction

FY2015 LDP Construction Work Order #1
- Infrastructure, Renovation/Modernization, New Construction

Pressure Reducing Valve Station Improvements Package No. 5
- Infrastructure, Renovation/Modernization, New Construction

Fire Hydrant Replacement Project: WA 11143
- Infrastructure, Renovation/Modernization, New Construction

Large Diameter Valve Replacement Project (DWO)
- Infrastructure, Renovation/Modernization, New Construction

Waterline Wrap Repairs II
- Infrastructure, Renovation/Modernization, New Construction

Water Distribution System Rehabilitation and Renewal II (UMB)
- Infrastructure, Renovation/Modernization, New Construction

Large Diameter Waterline Valve Replacement Project (UMB)
- Infrastructure, Renovation/Modernization, New Construction



Jimmy Neely
Project Manager

BACKGROUND

Mr. Neeley has 21 years of construction experience. Jimmy applies management and business sciences to the process of construction to ensure successful planning, coordination, and implementation of quality construction complying with all standards, codes, and specifications to ensure business goals and objectives are accomplished within schedule and budget. Lead communications with stakeholders and team members through the completion of the project life cycle to research and resolve issues related to the field to maintain project schedules. Negotiate contracts with external vendors and subcontractors to reach profitable agreements including the change order process for owner and internal changes through project completion managing budget and financial outcome of the project.

EDUCATION

Hardin-Simmons University

PROJECTS

BFV Chimney Hill Hotel LP, The Stella Room

- Large Retail Center – 10,000 SF New Construction-\$2,084,118
- Small Retail Center – 62,960 SF New Construction-\$1,369,613

Oldham Goodwin Development

- Providence Park -New Remodel and Entry - \$350,249

Gate 12 Restaurant

- Gate 12 Restaurant at Easterwood Airport-6,396 SF Renovation-\$1,338,468

City of College Station

- Veterans Park Phase 1B Renovation-\$1,934,233

City of Bryan

- Edgewater Park Remodel-\$1,195,502

Atlas Hotel LP, The Stella Room

- New Six-Story Boutique Hotel with 180 guest rooms, conference/ meeting space, a full-service restaurant and bar, and an outdoor pool/lounge

Texas A&M University

- L1A Fixtures at Kelm Letters
- Booster Pump at Lettermen AHU
- Kyle Field Redevelopment includes Significant structural modifications and additions to the West, South, and East Side of Kyle Field and new exterior enclosure improvements to all sides.
- Bright Building Renovation includes Build-out of a 5,000SF Warehouse Shell space into New Office and Conference Rooms.

PROJECTS

(Continuation)

- Lacy Hall Renovation includes the 35,000 SF, Four-story Renovation of an existing student housing facility.
- Nuclear Magnetic Resonance Facility
- YMCA Building Renovation includes 17,225 SF and demolition and rebuild of the East Wing, 24,732 SF
- Health Science Center, Medical Research and Education Building Two includes 17,820 SF addition consisting of a new laboratory that supports evolving research activities as well as the expansion of the existing core facilities, associated office's and shellspace.

University of Texas MD Anderson Cancer Center

- Keeling Center for Comparative Medicine and Research, Approximately 68,000 SF Facility with animal holding and procedure rooms, cage and rack support Service, a large, open laboratory with a full complement of shared support Rooms, including tissue culture, equipment, imagining, glassware, Radioisotope rooms, and a BSL-3.

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Burleson County Hospital District Face Lift and Parking

- Project Consist of the Construction of a New Parking Lot, New Covered Drop off and Exterior Elevation Renovations

St. Joseph Regional Health Center

- PET Scanner Install Renovation Approximately 385 SF
- Telemetry
- Patient Room Renovation
- Cancer Treatment Center Renovation
- Women's Diagnostic Center
- Pathology Services

College Station Police Department Renovation

College Station Municipal Courthouse

College Station Fire Department

- Fire Station #1

Robert Krupa
General Superintendent



BACKGROUND

Mr. Krupa offers 40+ years of Experience on Commercial Projects. Robert oversees all on-site project activity to ensure projects are completed on schedule, and remain within budget, and in accordance with engineering design. Robert performs inspections of construction activities to ensure conformance with approved designs/plans.

PROJECTS

City of College Station

- Gate Way Sign #2
- Veterans Park & Athletic Complex \$5,532,260
- Veterans Park & Athletic Complex Phase IIA \$619,496
- Fire Station #3 \$2,081,984
- Adamson Pool Bath House Renovation
- Wolf Pen Creek Upper Trails \$2,075,108
- Wolf Pen Creek Upper Trails Phase II \$465,888
- Adamson Pool Bath House Renovation \$1,174,978
- Lick Creek Nature Center

City of Bryan

- Edgewater Park

Capsher Technologies

- Capsher I \$1,870,604
- Capsher II \$1,585,901

BFV Chimney Hill

- Chimney Hill Large Retail Center-\$2,084,118
- Chimney Hill Small Retail Center-\$1,369,613
- Starbucks at Chimney Hill-\$838,654

A&M Church of Christ

- Shops at Spring Creek \$635,000

Cici's Pizza-\$195,931

Andrews Orthodontics & Retail Center-\$3,101,897

PROJECTS

(Continuation)

Republic Steakhouse

Brazos County Bank

Rock Prairie Professional Offices

Texas 4-H Foundation \$815,098

Lynn Stuart Pathway \$199,823

Terraabon, Mix Alco

Biomass Pilostration \$2,039,289

Viking Stadium Field House \$827,472

Forestry Maintenance Building \$779,152

USDA Building \$1,665,72



Court Matthews
Project Engineer

BACKGROUND

Mr. Matthews has 6 years of commercial and residential construction experience. Court has worked on several large commercial, educational and residential projects throughout his years in construction. He attends and performs Pre-Construction meetings and Progress meetings. Provides onsite coordination for all phases including ordering material and equipment and and trade specific subcontractor coordination.

EDUCATION

Texas Tech University
BS, Construction Engineering and Management

PROJECTS

Baylor Scott & White
- Remodel of Several Patient Rooms

Texas A&M Veterinary Medical Diagnostic Laboratory
- OR and Cystoscopy Build Out, PET CT Build Out, Parking Lot Addition, Cath Lab Build Out, Central Sterilization Renovation, Sleep Room Build Out

University of Houston Downtown
- Science and Technology Building \$65,000,000.00
- Continuum of Care Psychiatric Hospital \$98,000,000.00

A&M Church of Christ
- Approximately 10,400 SF One-story addition to the existing A&M Church of Christ with all associated Site work and Utilities.

Juan Carlos Acosta

Project Superintendent



BACKGROUND

Mr. Acosta has more than 28 years of commercial construction experience. Juan Carlos has worked on several large commercial, educational and parking lot projects throughout his years in construction. He attends and performs Pre-Construction meetings and Progress meetings. Provides onsite coordination for all phases including scheduling, ordering material and equipment and subcontractor coordination.

PROJECTS

Texas A&M University

- West Parking Garage at Northgate
- Callaway House Parking Garage
- Rural Health Building
- Jack E Brown Engineering Building Renovations
- Kyle Field Renovations
- George R Brown Building Office
- George R Brown Parking Garage
- Zachery Engineering Building
- Nuclear Magnetic Residence Facility

University of Houston

- University of Houston Building Office
- University of Houston Parking Garage

St. Joseph Hospital Parking Garage

Scott & White Hospital – Round Rock

Lone Star College – The Woodlands

Trinity University Lab – San Antonio

ETMC Hospital – Athens

TFC Complex, Austin

CURRENT AND PAST PROJECTS

JaCody Construction, L.P. - Major Construction Projects in Progress

Job Name	Job Site Address	Sq Ft	Type	Original Contract Amount	Owner	Owner Contact	Owner Phone	Owner Address	Architect	Architect Contact	Architect Phone	%Completion	Start Date	Completion Date
CURRENT														
C&J BBQ - Bryan	2112 West Briargate Dr, Bryan, Tx 77802		New Build	\$2,821,417.00	C&J Barbeque	Chip & Jo Manning	979.822.6033	1010 South Texas Avenue, Bryan, Tx 77802	Payne & Associates	Robert Payne	979.696-7272	15%	9.1.21	TBD
Campus Corner and Starbucks Shell Building	1421 and 1437 Wellborn Rd, College Station, Tx 77840	6,300	New Build	\$2,013,063.00	LLC, 4211 Chaboya Road, San Jose, CA 95148	Peter Ajlouny	408.202.9922	4211 Chaboya Road, San Jose, CA 95148	Urban-Area Architects	John Beltran, RA	N?A	90%	3.15.21	10.1.21
City of CS Facility Maintenance Bldg	301 William King Cole Dr College Station, Tx 77840		New Build	\$1,500,000.00	City of College Station	www.cstx.gov	830.401.1657	PO Box 9960 / 1101 Texas Ave, College Station, Tx 77842	The Arkitex Stduo,	Mike Record	979.821.2635	15%	8.1.21	TBD
Kurten Truck Stop	13055 E State Hwy 21, Bryan, Tx 778080		New Build	\$3,463,660.00	Suresh Kumar			2425 Stone Circle Dr, College Station, Tx 77845	Arkitex Studio	Mike Record	979-821-2635	0%	10.4.21	Jan-00
Traditions B5 Retail-Lakewalk	4250 South Traditions Drive, Bryan, Tx 77807		New Build	\$2,400,000.00	TAP LW Developmnet, LLC	Justin Shulse		4250 South Traditions Drive, Bryan, Tx 77807	Nelson Partners		512.457.8400	5%	TBD	TBD
City of CS Fleet Upgrades-Oil Pit & Storm Drain	300 William King Cole Dr., College Station, Tx 77840		Renovations	\$278,521.79	City of College Station	Raquel.Gonzales@csstx.gov	979.764.5028	PO Box 9960 / 1101 Texas Ave, College Station, Tx 77842	Gessner Engineering	Mike Gessner	877.437.7637	0%	TBD	TBD
First Financial Bank College Station Branch	2445 Harvey Mitchell Pkwy S, College Station, Tx 77840		New Build	\$6,300,000.00	First Financial Bank	First Financial Bank		400 Pine St, Abilene, Tx 79601	Parkhill		325-673-8178	0%	TBD	TBD

\$12,476,661.79

JaCody Construction, L.P. - Major Construction Projects Completed in the Last Five Years

COMPLETED														
Live Oak Archery	1600 South Texas Ave, College Station, Tx 77801	22,500	Renovation	\$1,259,814.00	Smitty's Outdoors, LLC	Jason Smith	281.543.3873	PlanNorth Architectural Co.	Ken Burns	N/A	N/A	100%	1.13.21	8.15.21
Bryan ISD-SFA Annex Renovations	1106 Harvey Mitchell Parkway, Bryan, Tx 77803	17,686	Renovation	\$2,433,808.00	Bryan ISD	Paul Buckner	979.209.7062	801 S. Ennis, Bryan, Tx 77803	SZH Architecture	Wade Zimmer	979.779.5757	100%	1.1.21	8.2.2021
Small Retail at Chimney Hill	713 University Drive East, College Station, Tx 77845	62,960	Renovation	\$1,369,613.00	BFV Chimney Hill	Johathan Hitchcock	979.268.2000	2800 South Texas Ave, Ste 401, College Station, Tx 77802	SZH Architecture	James Haliburton	979-779-5757	100%	3.31.20	Nov-20
MidSouth Synergy	9409 N Hwy Loop, Navasota, Tx	4,779	Renovations	\$2,300,000.00	MidSouth Synergy	Troy Morris	936.825.5100	7625 Hwy 6, Navasota, Tx 77868	Guernsey Architect	Bill Bontempi	405-416-8177	100%	19-Feb	Mar-21
Burger Mojo-Holleman	2052 Holleman Drive West, College Station, Tx 77845	1,500	Renovation	\$181,218.00	Mojo Concepts LLC	Costa Dallis	979-739-5486	209 University Drive,CS, Tx 77845	N/A	N/A	N/A	100%	12.8.20	2.1.2021
Villanueva Wedding Venue-Cottonwood	503 W 31st St, Bryan, Tx 77803		Renovation	\$530,812.00	Roger Villanueva	Roger Villanueva			N/A	N/A	N/A	100%	12.1.20	
Providence Park-New RR and Entry	2501 Earl Rudder Frwy, College Station, Tx		Remodel	\$350,249.00	Oldham Goodwin Group	Chris Rhodes	979.268.2000	2800 South Texas Ave, Ste 401, College Station, Tx 77802	Arkitex Studio	Mike Record	979.821.2635	100%	20-Sep	
Veterans Park Phase 1B	3101 Harvey Rd, College Station, Tx 77845		New Build	\$1,934,233.26	City of College Station	www.cstx.gov	830.401.1657	PO Box 9960 / 1101 Texas Ave, College Station, Tx 77842	Half Associates	Brian Binkowski	512.777.4592	100%	9.1.20	Apr-21
Goodwill	2710 Boonville Rd, Bryan, Tx 77802	25,000	New Build	\$3,825,206.00	Heart of Texas Goodwill	Shannon Wittmer	254.753.7337	1700 S. New Rd, Waco, Tx	CP&Y, Inc	Darrell Vickers	254.722.9272	100%	2.1.20	Jan-21

MidSouth Electric Co-Op Demo	7625 Hwy 6, Navasota, Tx 77868	15,000	Utility Locates	\$199,015.00					N/A	N/A	N/A	100%	12.8.20	
Gate 12 Easterwood Airport	1770 George Bush Dr, College Station, Tx 77845	6,396	Renovation	\$1,338,468.00	Gate 12 Restaurant	Cody Whitten	979.255.0648	3610 South College Ave, Bryan, Tx 77801	SZH Architecture	James Haliburton	979.779.5757	100%	1.8.20	Dec-20
Edgewater Park	6720 Chick Lane, Bryan, Tx 77807		City Park	\$1,195,502.00	City of Bryan	Patricia Edwards, PE	979.209.5030	PO Box 1000, Bryan, Texas 77805	Half Associates	Timothy May, PLA	713.588.2450	100%	8.27.19	Nov-20
Chimney Hill Large Retail Center	711 University Dr. College Station, Tx	10,000	New Build Shell	\$2,084,118.00	BFV Chimney Hill	Oldham Goodwin Dev, LLC Ryan Key	979-268-2000	24 Waterway Ave, Suite 225, The Woodlands, Tx 77380	Goodwin-Lasiter, Inc	Billy Ballow	979.776.9700	100%	10.9.19	Nov-20
Costa Vida Restaurant Build Out	4501 Mills Park Cr, College Station, Tx 77845	3,200	Build Out	\$542,426.00	Whoop9902 CV, LLC	Holly Johnston	979.595.4155	8308 Raintree Dr, College Station, Tx 77845	Brian Russell Architects, Inc	Brian Russell	801.307.0800	100%	12.4.19	Jul-20
Private Airplane Hanger-Navasota	Fairway Dr, Navasota, Tx		New Build	\$130,000.00	Red Dot Buildings	Steve Discher	800.657.2234	1209 W. Corsicana, Athens, Tx 75751				100%	3.4.20	Aug-20
Starbucks @ Chimney Hill	709 University Dr, College Station, Tx 77845	2,200	New Build Shell	\$838,654.00	BFV Chimney Hill	Oldham Goodwin Dev, LLC Ryan Key	979-268-2000	24 Waterway Ave, Suite 225, The Woodlands, Tx 77380	Goodwin-Lasiter, Inc		936.637.4900	100%	7.16.19	120 Days
City of CS Gate Way Sign #2	Hwy 6 by Speedway		New Build	\$149,486.00	City of College Station	Raquel Gonzales	979-764-3814	PO Box 9960, CS, Tx 77840	PGAL	Jeffrey Gerber	713-622.1444	100%	6.24.19	12.19.19
Burleson Co Hosp District-Somerville Clinic	17184 SH 36 South, Somerville, Tx 77879	9,500	New Build	\$2,755,000.00	Burleson Co. Hosp. Dist	Ross Truner	713-722-7071	PO Box 456, Caldwell, Tx 77836	Harrell Architects	Ross Turner	713-722-7071	100%	9.4.18	12.5.19
Burger Mojo	209 University Drive,CS, Tx 77845	2,550	New Build	\$1,058,480.00	Mojo Concepts LLC	Costa Dallis	979-739-5486	209 University Drive,CS, Tx 77845	Plan B Group	Thomas Weber	214-255-0006	100%	2.25.19	1.10.20
Andrews Ortho & Retail Center	1276 Arrington Rd, CS, Tx 77845	13,617	New Build	\$3,101,897.00	Pura Vida Management, LLC	John Andrews	979-220-4235	3225 McLeod Drive, Suite 100, Las Vegas, NV 89121	Winchester Architects	Nathan Winchester	823-4039	100%	9.17.18	10.2.19
Cooper's BBQ	3055 Earl Rudder Fryw N, College Station,Tx	16,821	New Build	\$3,463,211.00	2Dub BBQ LLC	Chad Wooten	979-229-7015	406 Tarrow St, Ste A, CS, Tx 77840	Schuster Inc.	Craig Schuster	713-490-2006	100%	1.2.19	10.18.20
Little Land Gym of CS	2305 Longmire Drive, CS, Tx		Tenant Finish out	\$385,870.00	Lillian O'Reilly	Lillian O'Reilly	713-899-4087	18684 Kiowa Cove, Colletge Station, Tx 77845	Lasky Architect, PA	Scott Lasky	954-566-5051	100%	4.15.19	08.01.19
Bethel Lutheran Church	4221 Boonville Rd, Bryan, Tx	1,200	Choir Modifications	\$100,769.00	Bethel Lutheran Church	James Langford	214-520-9100	4221 Boonville Rd, Bryan,Tx	Langford Architects &	James Langford	214-520-9100	100%	1.14.19	Feb-19
Spirit Plaza	310 N. Main, College Station	8,184	New Build Outdoor Plaza	\$501,224.00	Texas A&M University/SSC	Mildred Trevino	979-574-0435	310 N Main, College Station, Tx	Teal Design & Landscape	Mike Teal	979-575-2213	100%	12.17.18	4.19.19
TM 5 Offices	1580 Copperfield Pkwy, CS	6,638	New Build	\$1,614,210.00	Murphy Commercial Holdings	Terrance Murphy	979-820-7036	1580 Copperfield Pkwy, College Station, Tx	Cornerstone Architects	Myriam Habib	512-329.0007	100%	4.25.18	2.4.19
Christ United Methodist Church Big House Reno	4201 Texas 6 Frontage Rd, CS, Tx	6,000	Renovation	\$709,651.00	Christ United Methodist Church	Richard Oats		4201 Hwy 6 South, College Station, Tx 77845	GFF Architects	Sandra Beer	214.303.1500	100%	5.6.19	7.31.19
Arts Council of Brazos Valley	4180 Hwy 6, CS, Tx 77845	9,099	Remodel	\$598,658.00	Arts Council of Brazos Valley	Chris Dyer & Pamela Smits		4180 Hwy 6, CS St 77845	SZH Architecture	Wade Zimmer	979-779-5757	100%	5.7.18	Jul-19
Astin Bldg Floor 3 MeCo Reno	100 North Main St, Bryan, Tx 77803	2,500	Remodel	\$330,431.00	Astin Redevelopment Grp.	Joe Langston-Fibertown	979-393-9100	110 North Main, Bryan, Tx 77803	Arkitex Studio	Mike Record	979-260-2635	100%	5.7.18	Sep-18
Republic Steakhouse	701 University Dr. E, CS, Tx 77845	9,500	New Build Shell	\$2,459,028.00	BFV Chimney Hill, LLC	Sean Quinn	832-240-2220	24 Waterway Ave, Ste 225, The Woodlands, Tx 77380	R.L. Payne & Assoc.	Robert Payne	979-696.7272	100%	12.28.17	Aug-18
Capsher Technology	1604 Crescent Pointe, College Station, Tx 77845	5,000	Renovations	\$984,584.76	Capsher Technology	Kyle Closner	979.776.7520	1604 Crescent Pointe, College Station, Tx	Engle Martin & Associates	Tripp Miller	512.276.5358	100%		Jun-18
Chrystal Cassidy-Rhee	1 Carl Loggins Rd. Hempstead, Tx	2,000	New Build	\$549,535.00	Phillip & Chrystal Rhee	Chrystal Rhee	713-202-7301	526 Trails End St, Houston, Tx 77024	Group Architects	Leon Williamson	979-492-8900	100%	6.5.17	Jun-18

Brazos County Bank	3971 University Dr. East, Bryan, Tx 77803	5,800	New Build	\$1,925,000.00	Div of First Natl Bank Huntsville	Lance Lindsey	979-776-3088	3971 East University Dr, Bryan, Tx	R.L. Payne & Assoc.	Robert Payne	979-696.7272	100%	8.7.17	May-18
Eye Care Center	903 Wm D Fitch, CS, Tx 77845	4,900	New Build	\$1,323,867.00	BeLoDOS, LLC	Belinda Dobson	979-676-2373	6942 River Place CT, CS				100%	4.21.17	Apr-18
MidSouth Synergy	9460 N Hwy 6 Loop, Navasota, Tx 77868	4,750	Remodel	\$495,233.00	MidSouth Synergy	Bill Bontempi	405-416-8177	9409 N Hwy 6 Loop, Navasota, Tx	Guernsey Architect	Bill Bontempi	405-416-8177	100%	11.27.17	Apr-18
Brazos Valley Food Bank Phase I & II	1501 Independence Ave, Bryan, Tx 77803	20,175	Remodel	\$1,547,307.00	Brazos Valley Food Bank	Del Reibold	402-415-1491	1501 Independence, Bryan, Tx	RdIR Architects	Noel Compean	979-713-868-3121	100%	6.12.17	Apr-18
Lincoln Center Phase I & II	1000 Eleanor, CS, 77840	36,820	Remodel & Addition	\$3,366,146.00	City of College Station	Susan Monnett	979-764-5028	1101 Texas Ave S, CS, Tx	Hawkins Architecture	Andrew Hawkins	979-693-3179	100%	8.19.16	Nov-18
Lick Creek Nature Center	13600 E. Rock Prairie Rd, CS Tx 77845	12,000	New Build	\$2,279,580.34	City of College Station	Emily Fisher	979-764-3816	1101 Texas Ave S, CS, Tx	RHArchitects	Richard Hollington	713.524.6131	100%	10.11.16	12.1.17
Brazos County Med Clinic/Voter Registration	300 East Wm Joel Bryan Pkwy, Bryan, Tx 77801	11,000	Renovation	\$1,784,379.37	Brazos County, Tx	Wm Charles Wendt	979-361-4292	200 South Texas Ave, Ste 352, Bryan, Tx 77803	R.L. Payne & Assoc.	Robert Payne	979.696.7272	100%	12.29.16	Oct-17
SJRHC Pet Scanner Install	2700 East 29th St, Ste 235, Bryan, Tx 77802	385	Install	\$71,875.51	CDL Nuclear Technologies	Ron Morosko	412-779-7411 724-933-5570	6400 Brooktree Ct, Ste 320, Wexford, Pa 15090	Fox Architecture	Jeffrey Fox	512.861.0185	100%	7.24.17	Aug-17
Burleson Co. Hosp. Dist Ext. Reno & Parking Lot	1101 Woodsen Dr. Caldwell, Tx 77836		Renovation	\$670,652.20	Burleson Co. Hosp. Dist	Larry Maresh	979-567-8457	1101 Woodsen Drive, Caldwell, Tx	R.L. Payne & Assoc.	Robert Payne	979.696.7272	100%	8.17.16	Jun-17
A&M Church of Christ	2475 Earl Rudder Frwy, CS Tx 77845	10,487	Addition and Renovation	\$2,187,547.22	A&M Church of Christ	Dale Christian	979-777-2094	2475 Earl rudder Frwy, CS Tx	Arkitek Studio	Mike Record	979.821.2635 xt 212	100%	5.18.16	Jun-17
The Eagle	1729 Briarcrest Dr. Bryan, Tx 77802	59,833	Addition and Renovation	\$2,614,374.74	BH Media Group	Mark Wilson	979-731-4671	1729 Briarcrest Dr, Bryan, Tx	PHI Desig Assoc	David Hogan	508.485.5906	100%	6.1.16	Apr-17
Creek Meadows Pool Cabana	15751 Cottonwood Creek LN, CS Tx 77845		New Build	\$232,176.05	Creek Measows Partners, LP	Chris Rhodes	979-268-2000	Oldham Goodwin Grp 2800 S Texas Ave, Bryan, Tx 77802	Oldham Goodwin Group, LLC	Chris Rhodes	979.268.2000	100%	10.27.16	May-17
Christ United Methodist Church-Youth Center	4201 Texas 6 Frontage Rd., CS Tx 77845	7,500	New Build	\$747,698.29	Christ United Methodist Church	Richard Oats	richmargroup@earthlink.net	4201 Texas 6 Frontage Rd, CS, Tx	BRW Architects Inc	Andrew Everston	214.528.8704	100%	8.6.16	Jan-17
Rock Prairie Prof Offices	1103 Rock Prairie Rd, CS, Tx 77845	6,500	New Build Shell	\$1,179,945.35	Nivas Holdings, LP	Chris Rhodes	979-268-2000	17290 Eagle Pass Dr, CS, Tx	PACT Design Studio, LLC	Brian Gibbs	979.676.3397	100%	6.6.16	Jan-17
College Station Fire Station #3	1900 Barron Road, CS, Tx 77840	12,223	New Build		City of College Station	City of College Station	979-764-3866	PO Box 9960, CS, Tx 77840				100%	2016	2016
College Station Utilities Meeting and Training Facility	1603 Graham Rd, CS, Tx 77845	100,272	New Build		City of College Station	City of College Station	979-764-3866	PO Box 9960, CS, Tx 77840				100%	2016	2016
St. Joseph Telmetry	2801 Franciscan Dr, Bryan, Tx 77802		Remodel	\$904,736.00	SJRHC	Daniel Allmon	979-776-5340	2801 Franciscan Dr, Bryan, Tx 77802				100%		Feb-16
First Christian Church	900 S Ennis, Bryan		New Build	\$181,765.00	First Christian Church	Jeannette Phariss	979-218-3134	900 Ennis, Bryan Tx 77803				100%		Mar-16
Veterans Park Batting Cages	Veterans Park, CS, Tx		New Buuild	\$23,050.00	City of College Station	Steve Richardson		1000 Krenek Tap Rd, CS				100%		Mar-16
AggieLand Credit Union	4340 State Hwy 6, CS, Tx 77845		New Build	\$1,129,822.00	AggieLand Credit Union	Tommy Sargent	800-749-9732	6411 North Lamar,, Austin, Tx 78752	Singleton Zimmer Haliburton Architects	Jim Singleton	979.779.5757	100%	5.1.2015	May-16
St Joseph EDI	2721 Osler, Bryan, Tx		Addition and Renovation	\$565,873.00	SJRHC	Daniel Allmon	979-776-5340	2801 Franciscan Dr, Bryan, Tx 77802				100%		Mar-16
SJRHC Osler	2721 Osler, Bryan, Tx		Remodel	\$175,000.00	SJRHC	Lisa Cantrell		2801 Franciscan, Bryan, Tx 77802				100%		May-16
Christ United Methodist Church-Leasing Center	4201 Texas Ave , Hwy 6 Fontage Rd., College Station, Tx 77845		Remodel	\$712,803.00	Christ United Methodist Church	Kyle Workman		4201 Texas Ave , Hwy 6 Fontage Rd., College Station, Tx 77845				100%		Apr-16

Aggieland Credit Union	Hwy 6 South Feeder Rd College Station, Tx 77845		New Build	\$1,633,809.00	Greater Texas Federal Credit Union	Tommy Seargent	512-458-2558	6411 N Lamar Blvd Austin, Tx 78752	Singleton Zimmer Haliburton Architects	Jim Singleton	979.779.5757	100%	5.1.2015	May-16
TAMU Polo Arena	3869 F&B Rd, College Station, Tx 77845		New Build	\$330,579.00	TAMU/SCC	John Cargil		TAMU Bldg 1701. College Station, Tx 77845				100%		Jun-16
St. Joseph Nurse Station & corridors	2801 Franciscan Dr, Bryan, Tx 77802		Remodel	\$334,533.00	SJRHC	Daniel Allmon	979-776-5340	2801 Franciscan Dr, Bryan, Tx 77802				100%		Sep-16
East District Maintenance Shop Addition	3101 Harvey Rd Veterans Park College Station, Tx 77845		Addition	\$586,871.00	City of College Station	Edward McDonald	979-764-3528	1101 Texas Ave College Station, Tx 77842				100%		Mar-15
Powersports II	10810 State Hwy 30, College Station, Tx 77845		Remodel	\$365,000.00	Thad McKinley	Thad McKinley	979-776-0018	10810 State Hwy 30, College Station, Tx 77845				100%		Jul-15
We Rent It - Buda (Design Build)	16536 South IH 35, Buda, Tx 78610		Design Build	\$2,009,324.00	MAS Developments Co	Allen Housley	979-255-5155	8326 West Highway 21, Bryan, Tx 77807				100%		Oct-15
We Rent It - Schertz	18115 IH 35, Shertz, Tx 78154		New Build	\$1,006,054.54	MAS Developments Co	Allen Housley	979-255-5155	8326 West Highway 21, Bryan, Tx 77807				100%		Oct-15
St. Joseph Madisonville Wellness Center	100 West Cross St, Madisonville, Tx		New Build	\$830,611.00	SJRHC	Daniel Allmon	979-776-5340	2801 Franciscan Dr, Bryan, Tx 77802				100%		Oct-15
Kreuz Market	768 N Earl Rudder Frwy, Bryan, Tx		New Build	\$1,314,887.00	KBCS, LLC	Chris Rhodes	979-219-1702	Oldham Goodwin Grp				100%		Jan-15
We Rent It - Bryan	740 N. Harvey Mitchell Pkwy., Bryan, Tx		New Build	\$1,257,408.00	MAS Developments Co	Allen Housley	979-255-5155	8326 West Highway 21, Bryan, Tx 77807				100%		Sep-15

\$73,063,078.63

COMPANY INFORMATION

CASPSHER TECHNOLOGY BUILDING



CONSTRUCTION COST:
\$984,584.76

COMPLETION DATE:
June 2018

OWNER:
Caspsher Technology Inc.
1604 Crescent Pointe Pkwy
College Station, TX 77845

SCOPE OF WORK:
Approximately 5,000 SF of Renovations to existing offices.



ART COUNCIL OF THE BRAZOS VALLEY



CONSTRUCTION COST:
\$598,658.00

COMPLETION DATE:
July 2019

OWNER:
Arts Council of the Brazos Valley
Dyer & Pamela Smith
4180 Hwy 6
College Station, Texas 77845

SCOPE OF WORK:
Approximately 9,099 SF Remodel

COMPANY INFORMATION

A&M CHURCH OF CHRIST COLLEGE STATION



CONSTRUCTION COST:
\$2,072,944.00

COMPLETION DATE:
June 2017

OWNER:
A&M Church of Christ
2475 Earl Rudder Frwy S
College Station, Texas 77845

SCOPE OF WORK:
Approximately 10,487 SF New Construction
Addition.

BURLESON COUNTY HOSPITAL DISTRICT



CONSTRUCTION COST:
\$2,755,000.00

COMPLETION DATE:
December 2019

OWNER:
Burleson County Hospital
100 West Buck
Caldwell, Texas 77836

SCOPE OF WORK:
BDCH-Health Point is a 9,500 SF New Construction.

VETERANS PARK PHASE 1B



CONSTRUCTION COST:
\$1,934,233.26

COMPLETION DATE:
Summer 2019

OWNER
The City of College Station
1101 Texas Ave.
College Station, Texas 77842

SCOPE OF WORK:
New Build.



COLLEGE STATION UTILITIES MEETING AND TRAINING FACILITY



CONSTRUCTION COST:

\$2,900,000.00

CONSTRUCTION COST:

COMPLETION DATE:

Fall 2016

OWNER:

The City of College Station
1101 Texas Ave.
College Station, Texas 77842

SCOPE OF WORK:

Approximately 10,072 SF New Construction.

COLLEGE STATION FIRE STATION #3



CONSTRUCTION COST:

\$2,500,000.00

COMPLETION DATE:

Fall 2016

OWNER:

The City of College Station
1101 Texas Ave.
College Station, Texas 77842

SCOPE OF WORK:

Approximately 12,223 SF New Construction.

COMPANY INFORMATION

Bryan ISD – SFA Annex Renovations

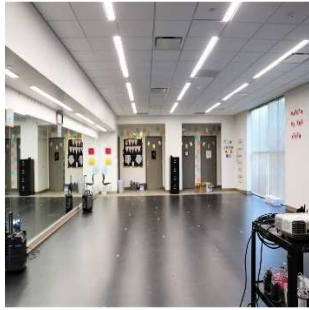


CONSTRUCTION COST:
\$2,433,808.00

COMPLETION DATE:
August 2021

OWNER
Bryan ISD
801 S Ennis Street
Bryan, Texas 77803

SCOPE OF WORK:
Renovations to SFA Annex



LINCOLN CENTER PHASE I & II

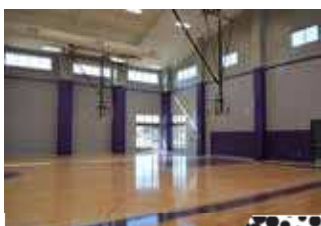


CONSTRUCTION COST:
\$3,336,146.00

COMPLETION DATE:
November 2018

OWNER:
City of College Station
1101 Texas Ave.
College Station, TX 77845

SCOPE OF WORK:
Approximately 36,820 SF
Remodel and Addition.



COMPANY INFORMATION

BRAZOS COUNTY MEDICAL CLINIC AND VOTER ADMIN



CONSTRUCTION COST:
\$2,433,808.00

COMPLETION DATE:
August 2021

OWNER
Brazos County
200 South Texas Ave
Bryan, Tx 77803

SCOPE OF WORK:
Approximately 10,000 SF
Design Build Renovations

Statement of Liquidated Damages

JaCody Construction, LP has not had any Liquidated Damages ever on any of the projects we have been involved with.

JaCody Construction, LP prides itself on completing all their projects by the project date of completion.



JACOCON-02

JUDY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/23/2020

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

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

PRODUCER Anco Insurance PO BOX 3889 Bryan, TX 77805	CONTACT NAME: Judy Payne, CIC PHONE (A/C, No, Ext): (979) 774-6283 FAX (A/C, No): (979) 774-5372 E-MAIL ADDRESS: paynej@anco.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED JaCody Construction LP 10770 St Hwy 30, Ste 400 College Station, TX 77845	INSURER A: Valley Forge Insurance Co. NAIC # 20508	
	INSURER B: Continental Insurance Co. 35289	
	INSURER C: Texas Mutual Insurance Company 22945	
	INSURER D: United Fire & Casualty Company	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			6014436258	10/26/2020	10/26/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			6014436244	10/26/2020	10/26/2021	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			6014436275	10/26/2020	10/26/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	0001110485	10/26/2020	10/26/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Builders Risk			46310638	10/26/2020	10/26/2021	Course Construction \$ 5,000,000

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

CERTIFICATE HOLDER

CANCELLATION

JaCody Construction, LP 10770 State Highway 30 College Station, TX 77845-7940	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 

Health and Safety Summary

JaCody Construction, LP is committed to the goal of providing and maintaining a healthy and safe working environment, with a view to continuous improvement. This goal is only achievable by adherence to established objectives striving to exceed all obligations under applicable legislation, and by fostering an enthusiastic commitment to health, safety and the environment within JaCody Construction, LP personnel, contractors, and visitors.

In particular:

Management, working in cooperation with the City of Bryan, will strive to take all reasonable steps to reduce workplace hazards to as low as reasonably achievable.

Supervisors and managers are held accountable for the health and safety of all employees under their supervision. This includes responsibility for applicable training and instruction, appropriate follow up on reported health and safety concerns, and implementation of recommended corrective action. This accountability is integrated into the performance appraisal system.

Supervisors, workers, and visitors are expected to perform their duties and responsibilities in a safe and healthful manner and are accountable for the Health and Safety of themselves and others.

JaCody Construction, LP is committed to providing all necessary training and instruction by following the Safety Manual and applying the Emergency Action Plan to ensure that appropriate work practices are followed on the job, and to promote their use off the job.

The Objective of the JaCody Construction, LP Emergency Action Plan is to comply with the OSHA Emergency Action Plan Standard, 29CFR1910.38. It prepares employees for dealing with emergency situations designed to minimize injury and loss of human life and company resources by training employees, procuring, and maintaining necessary equipment, and assigning responsibilities. This plan applies to all emergencies that may reasonably be expected to occur at JaCody Construction locations or jobsites.

If necessary, JaCody construction, LP will take disciplinary action where individuals fail to work in a healthy and safe manner, or do not comply with applicable legislation or corporate policies and procedures.

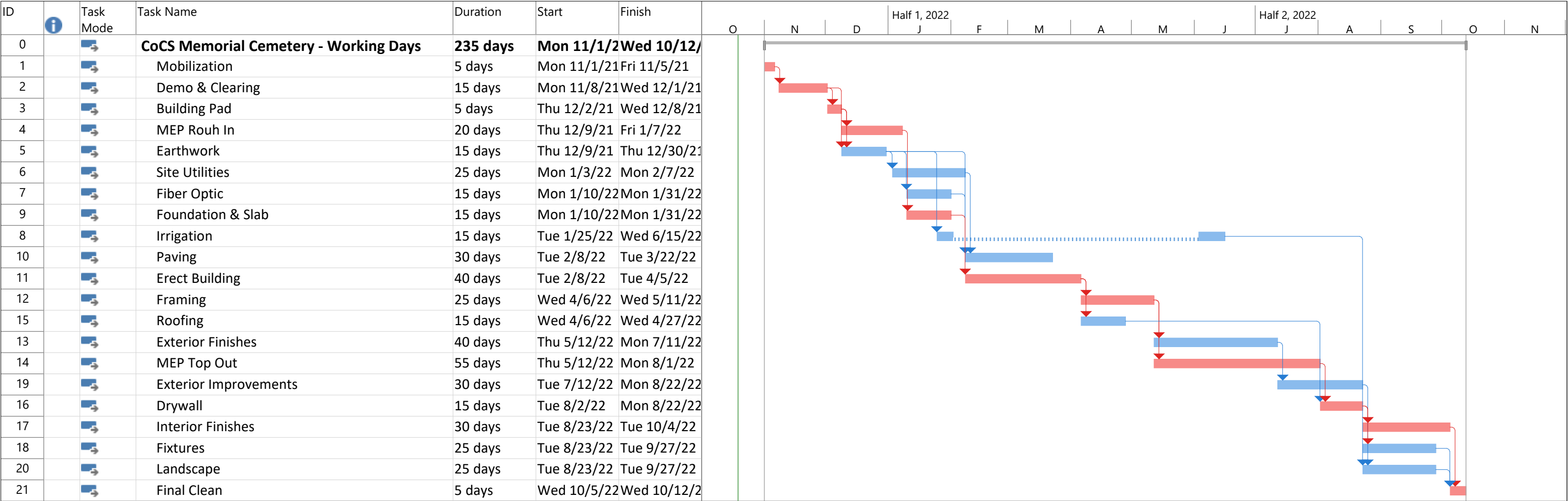
Health, safety, the environment, and loss control in the workplace are everyone's responsibility. JaCody Construction, LP expects that everyone will join in our efforts to provide a healthy and safe working environment on a continuous day to day basis. Only through the dedication and efforts of all individuals can JaCody Construction, LP succeed in providing a healthy safe working environment.

Safety manual available upon request.

**PLAN & SCHEDULE
(Tab 6)**

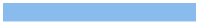
- Contractor to provide baseline schedule in Microsoft Projects or similar program for this Work defining critical path.
- Provide strategies which are included in the proposal to minimize delays and areas for possible time savings.

BASELINE SCHEDULE

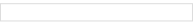


Project: CoCS Memorial Cemetery
Date: Tue 10/19/21

Task



Inactive Task



Manual Summary Rollup



External Milestone



Manual Progress



Split



Inactive Milestone



Manual Summary



Deadline



Milestone



Inactive Summary



Start-only



Critical



Summary



Manual Task



Finish-only



Critical Split



Project Summary



Duration-only



External Tasks



Progress



Strategies for time Savings:

- Having as much of the paving in place as possible to reduce weather delays by having a dry clean work surface
- With current metal building lead times, prioritizing as much of the work around the property prior to erection of the building itself would reduce the wait time on getting the entire project started
- Expediting selection of alternates will help be able to expedite coordination of selected alternates

CONTRACTOR'S FINANCIAL RESOURCES
(Tab 7)

- Submit your last audited financial statement and most current financial statement.

See Enclosed Sealed Envelope marked Confidential for Financial Resources



See Enclosed Sealed Envelope marked Confidential for Financial Resources

PROPOSAL BID BOND
(Tab 8)

- Proposal Bid Bond in an amount no less than five percent (5%) of price proposal



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we JaCody Construction, LP as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 1330 Post Oak Boulevard, Suite 1100, Houston, Tx 77056, as surety, hereinafter called the "Surety," are held and firmly bound unto City of College Station, Texas as obligee, hereinafter called the Obligee, in the sum of Five Percent of the Total Amount Bid Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Cemetery Sales and Maintenance Shop.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 20th day of October, 2021.

JaCody Construction, LP
(Principal)

BY: _____

TITLE: _____

SureTec Insurance Company

BY: _____

April M Terbay, Attorney-in-Fact

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Patrick L Watkins, Sheila Pennington Noxon, Joy Holten, Rodney T Watkins, James F Siddons, April M Terbay, Andrew Webb, Hanna Ogle

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Ten Million and 00/100 Dollars (\$10,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 18th day of September, 2020.

SureTec Insurance Company

By: 
Michael C. Keimig, President



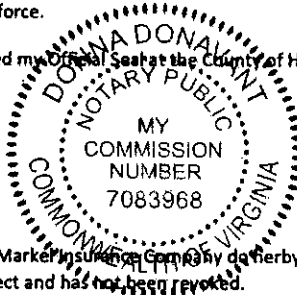
Markel Insurance Company

By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 18th day of September, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official Seal at the County of Henrico, the day and year first above written.

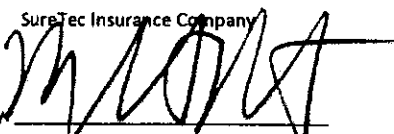


By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

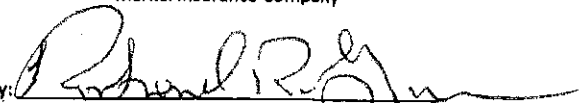
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 20th day of October, 2021.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

SureTec Insurance Company

IMPORTANT NOTICE **Statutory Complaint Notice/Filing of Claims**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

December 9, 2021
Item No. 8.3.
Brazos Central Appraisal District Appointment

Sponsor: Ian Whittenton, Deputy City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an appointment to the Brazos Central Appraisal District.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Seeking Council's direction on Appointment.

Summary: As of December 31, 2021 the terms of the Brazos Central Appraisal District Board expire. In accordance with the resolution, the board of directors is composed of seven members and members are appointed by each jurisdiction.

Brazos County:	One Member
Bryan ISD:	Two Members
College Station:	Two Members
City of Bryan:	One Member
City of College Station:	One Member

Ron Kaiser currently serves on the Brazos Central Appraisal District Board. Mr. Kaiser's term expires on December 31, 2021, requiring the Council to make an appointment. Mr. Kaiser's has served on the board since 2011 (11 years). There are no term limits, so the Council may choose to re-appoint Mr. Kaiser to the Board. Mr. Kaiser has stated his willingness to be reappointed for another two years.

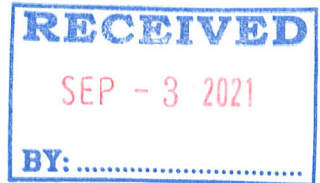
Budget & Financial Summary: None

Attachments:

1. Brazos Central Appraisal District Letter



Mark W. Price
Chief Appraiser
(979)774-4100
(979)774-4196 Fax



September 1, 2021

Ms. Tanya Smith
City of College Station, City Secretary
P O Box 9960
College Station, TX 77840

Re: Appraisal District Board of Directors Membership

Dear Ms. Smith:

As of December 31, 2021, the terms of the board of directors of the appraisal district expire. The procedures for appointing board members were established by majority resolution in 2001. It is time for your jurisdiction to appoint its member or members to the Board of Directors of the Brazos Central Appraisal District for a two-year term beginning on January 1, 2022.

In accordance with those resolutions, the board of directors is composed of seven members. Members are to be appointed by each jurisdiction based on the following schedule:

Brazos County:	One member
Bryan ISD:	Two members
College Station ISD:	Two members
City of Bryan:	One member
City of College Station:	One member

Current board members are:

William Lero & Kyle DeWitt-- representing Bryan ISD
JJ Ruffino -- representing Brazos County
Tim Jones & John Flynn -- representing College Station ISD
Jason Bienski -- representing the City of Bryan
Ronald Kaiser -- representing the City of College Station
Kristeen Roe -- automatic non-voting membership as County Tax Assessor/Collector

Please take appropriate action to place this item on an upcoming agenda, as notification of your appointment for the 2022-2023 term must be made to the appraisal district by December 15, 2021.

If you have any questions or need additional information, please give me a call.

Sincerely,

Mark W. Price
Chief Appraiser

December 9, 2021
Item No. 8.4.
Joint Relief Funding Review Committee Appointment

Sponsor: Ian Whittenton, Deputy City Secretary

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding appointments to the Joint Relief Funding Review Committee.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): N/A

Summary: This item is for two (2) appointments to the Joint Relief Funding Review Committee (JRFRC).

The first appointment is a vacancy created by the resignation of Lisa Halperin who was appointed in January of 2021. The appointee to this term will serve until January of 2024.

The second appointment is for a term expiring in January of 2022. Alison Burke is currently appointed and has reapplied for a second term. This appointee will serve until January of 2025.

Each appointee may serve no more than two consecutive terms. The JRFRC consists of three (3) representatives from Bryan and (3) representatives from College Station.

The applications before Council were collected as part of the annual 2022 citizen appointments to Committees, Boards, and Commissions process. This was originally set to close on November 29th but was extended through December 3rd. As of the publication of this agenda, there are four (4) applicants: Allison Burke, Melissa Cunningham, Milly Georgiades, and Tiona Broussard. The applications will be distributed in a direct email to Council.

Budget & Financial Summary: None

Attachments:

None

December 9, 2021
Item No. 8.5.
Ordinance Extending Mayoral Renewal of Disaster Declaration

Sponsor: Bryan Woods, City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance consenting to and extending the Mayor's renewal of a disaster declaration due to public health emergency.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Staff recommend that Council adopt the ordinance.

Summary: On March 17, 2020, the Mayor of College Station issued a proclamation declaring a state of disaster for the City of College Station resulting from the threat of a public health emergency resulting from coronavirus disease 2019, now designated SARS-CoV-2 (COVID-19).

On March 18, 2020, the Mayor of College Station issued an order closing all bars, limiting restaurants to only take-out, drive-through, or delivery services and amended the declaration to limit gatherings to less than ten (10) people in the best interest of the public health, safety and welfare to protect life in College Station in response to COVID-19.

On March 23, 2020, the College Station City Council adopted an Extension of Disaster Ordinance with Ordinance No. 2020-4164 extending the March 17, 2020, Disaster Declaration and extending the Mayor's Order of March 18, 2020.

On March 23, 2020, the Mayor of College Station issued a Second Mayoral Order mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020. On March 30, 2020, the College Station City Council adopted an ordinance consenting and approving the Second Mayoral Order.

On April 21, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On April 23, 2020, the College Station City Council consented with Ordinance 2020-4169 to the Mayor's April 21, 2020, Disaster Declaration Renewal.

On May 22, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On May 28, 2020, the College Station City Council consented with Ordinance 2020-4181 to the Mayor's May 22, 2020, Disaster Declaration Renewal.

On June 22, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On June 25, 2020, the College Station City Council consented with Ordinance 2020-4195 to the Mayor's June 22, 2020, Disaster Declaration Renewal.

On June 25, 2020, the Mayor of College Station issued a Third Mayoral Order mandating face coverings for commercial entities until Friday, July 10, 2020. On July 9, 2020, the College Station

City Council consented with Ordinance No. 2020-4197 to the Third Mayoral Order of June 25, 2020, mandating commercial entities to require face coverings.

On July 22, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On July 23, 2020, the College Station City Council consented with Ordinance 2020-4203 to the Mayor's July 22, 2020, Disaster Declaration Renewal.

On August 13, 2020, the Mayor of College Station issued a Fourth Mayoral Order delegating authority to the Texas A&M University President to approve gatherings over 10 people on state lands and facilities it owns or controls.

On August 21, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On August 27, 2020, the College Station City Council consented with Ordinance 2020-4209 to the Mayor's August 21, 2020, Disaster Declaration Renewal.

On September 21, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On September 24, 2020, the College Station City Council consented with Ordinance 2020-4211 to the Mayor's September 21, 2020, Disaster Declaration Renewal.

On October 20, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On October 22, 2020, the College Station City Council consented with Ordinance 2020-4220 to the Mayor's October 20, 2020, Disaster Declaration Renewal.

On November 20, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On November 23, 2020, the College Station City Council consented with Ordinance 2020-4226 to the Mayor's November 20, 2020, Disaster Declaration Renewal.

On December 7, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On December 10, 2020, the College Station City Council consented with Ordinance 2020-4231 to the Mayor's December 7, 2020, Disaster Declaration Renewal.

On January 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On January 14, 2021, the College Station City Council consented with Ordinance 2021-4239 to the Mayor's January 8, 2021, Disaster Declaration Renewal.

On February 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On February 11, 2021, the College Station City Council consented with Ordinance 2021-4240 to the Mayor's February 8, 2021, Disaster Declaration Renewal.

On March 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On March 11, 2021, the College Station City Council consented with Ordinance 2021-4246 to the Mayor's March 8, 2021, Disaster Declaration Renewal.

On April 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On April 8, 2021, the College Station City Council consented with Ordinance 2021-4258 to the Mayor's April 6, 2021, Disaster Declaration Renewal.

On May 7, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On May 13, 2021, the College Station City Council consented with Ordinance 2021-4263 to the Mayor's May

7, 2021, Disaster Declaration Renewal.

On June 7, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On June 10, 2021, the College Station City Council consented with Ordinance 2021-4271 to the Mayor's June 7, 2021, Disaster Declaration Renewal.

On July 2, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On July 8, 2021, the College Station City Council consented with Ordinance 2021-4275 to the Mayor's July 2, 2021, Disaster Declaration Renewal.

On August 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On August 12, 2021, the College Station City Council consented with Ordinance 2021-4288 to the Mayor's August 6, 2021, Disaster Declaration Renewal.

On September 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On September 9, 2021, the College Station City Council consented with Ordinance 2021-4299 to the Mayor's September 6, 2021, Disaster Declaration Renewal.

On October 7, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On October 14, 2021, the College Station City Council consented with Ordinance 2021-4301 to the Mayor's October 7, 2021, Disaster Declaration Renewal.

On November 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On November 11, 2021, the College Station City Council consented with Ordinance 2021-4313 to the Mayor's November 8, 2021, Disaster Declaration Renewal.

On December 6, 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, June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021 and November 8, 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.

Budget & Financial Summary: N/A

Attachments:

1. December 11 Disaster Declaration Renewal Ordinance

ORDINANCE NO. _____

DISASTER DECLARATION RENEWAL AND EXTENSION ORDINANCE

WHEREAS, on March 17, 2020, the Mayor of College Station issued a proclamation declaring a state of disaster for the City of College Station resulting from the threat of a public health emergency resulting from coronavirus disease 2019, now designated SARS-CoV2, (COVID-19); and

WHEREAS, on March 18, 2020, the Mayor of College Station issued an order closing all bars, limiting restaurants to only take-out, drive-through, or delivery services and amended the declaration to limit gatherings to less than ten (10) people in the best interest of the public health, safety and welfare to protect life in College Station in response to COVID-19; and

WHEREAS, on March 23, 2020, the College Station City Council adopted an Extension of Disaster Ordinance with Ordinance No. 2020-4164 extending the March 17, 2020, Disaster Declaration and extending the Mayor's Order of March 18, 2020; and

WHEREAS, on March 23, 2020, the Mayor of College Station issued a Second Mayoral Order mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

WHEREAS, on March 30, 2020, the College Station City Council consented with Ordinance No. 2020-4166 to the Second Mayoral Order of March 23, 2020, mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

WHEREAS, on April 21, 2020, 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, the order and amended disaster declaration proclaimed by the Mayor on March 18, 2020, both consented to and extended by the City Council on March 23, 2020, in Ordinance No. 2020-4164; and

WHEREAS, on April 23, 2020, the College Station City Council consented with Ordinance 2020-4169 to the Mayor's April 21, 2020, Disaster Declaration Renewal; and

WHEREAS, on May 22, 2020, 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, and April 21, 2020; and

WHEREAS, on May 28, 2020, the College Station City Council consented with Ordinance 2020-4181 to the Mayor's May 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on June 22, 2020, 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, and May 22, 2020; and

WHEREAS, on June 25, 2020, the College Station City Council consented with Ordinance 2020-4195 to the June 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on June 25, 2020, the Mayor of College Station issued a Third Mayoral Order mandating commercial entities to require face coverings from: 6:00 A.M., Monday, June 29, 2020, and ending at 11:59 P.M., Friday, July 10, 2020; and

WHEREAS, on July 9, 2020, the College Station City Council consented with Ordinance No. 2020-4197 to the Third Mayoral Order of June 25, 2020, mandating commercial entities to require face coverings; and

WHEREAS, on July 22, 2020, 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, and June 22, 2020; and

WHEREAS, on July 23, 2020, the College Station City Council consented with Ordinance 2020-4203 to the June 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on August 13, 2020, the Mayor of College Station issued a Fourth Mayoral Order delegating authority to the Texas A&M University President to approve gatherings over 10 people on state lands and facilities it owns or controls; and

WHEREAS, on August 21, 2020, 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, and July 22, 2020; and

WHEREAS, on August 27, 2020, the College Station City Council consented with Ordinance 2020-4209 to the June 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on September 21, 2020, 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 and August 21, 2020; and

WHEREAS, on September 24, 2020, the College Station City Council consented with Ordinance 2020-4211 to the September 21, 2020, Disaster Declaration Renewal; and

WHEREAS, on October 20, 2020, 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; and September 21, 2020, and

WHEREAS, on October 22, 2020, the College Station City Council consented with Ordinance 2020-4220 to the October 20, 2020, Disaster Declaration Renewal; and

WHEREAS, on November 20, 2020, 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, and October 20, 2020, and

WHEREAS, on November 23, 2020, the College Station City Council consented with Ordinance 2020-4226 to the November 20, 2020, Disaster Declaration Renewal; and

WHEREAS, on December 7, 2020, 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, and November 20, 2020, and

WHEREAS, on December 10, 2020, the College Station City Council consented with Ordinance 2020-4231 to the November 20, 2020, Disaster Declaration Renewal; and

WHEREAS, on January 8, 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 and December 7, 2020, and

WHEREAS, on January 14, 2021, the College Station City Council consented with Ordinance 2021-4239 to the January 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on February 8, 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, and January 8, 2021, and

WHEREAS, on February 11, 2021, the College Station City Council consented with Ordinance 2021-4240 to the February 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on March 8, 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, and February 8, 2021, and

WHEREAS, on March 11, 2021, the College Station City Council consented with Ordinance 2021-4246 to the March 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on April 6, 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, and March 8, 2021, and

WHEREAS, on April 8, 2021, the College Station City Council consented with Ordinance 2021-4258 to the April 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on May 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, and April 6, 2021; and

WHEREAS, on May 13, 2021, the College Station City Council consented with Ordinance 2021-4263 to the May 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on June 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021 and May 7, 2021; and

WHEREAS, on June 10, 2021, the College Station City Council consented with Ordinance 2021-4271 to the June 7, 2021, Disaster Declaration Renewal; and

WHEREAS, 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; June 7, 2021; and

WHEREAS, on July 8, 2021, the College Station City Council consented with Ordinance 2021-4275 to the June 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on August 6, 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; June 7, 2021, and July 2, 2021; and

WHEREAS, on August 12, 2021, the College Station City Council consented with Ordinance 2021-4288 to the August 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on September 6, 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; June 7, 2021, July 2, 2021, and August 6, 2021; and

WHEREAS, on September 9, 2021, the College Station City Council consented with Ordinance 2021-4299 to the September 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on October 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, and September 6, 2021; and

WHEREAS, on October 14, 2021, the College Station City Council consented with Ordinance 2021-4304 to the October 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on November 8, 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; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, and October 7, 2021; and

WHEREAS, on November 11, 2021, the College Station City Council consented with Ordinance 2021-4313 to the November 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on December 6, 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; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, and November 8, 2021; and

WHEREAS, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

WHEREAS, the conditions necessitating declaration of a state of disaster and mayoral orders continue to exist; and

WHEREAS, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

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

1. That the state of disaster renewal proclaimed by the Mayor on December 6, 2021, as set out in **Exhibit A** is consented to and extended by the College Station City Council and shall continue until terminated by the College Station City Council.
2. This Ordinance is passed as an emergency measure and pursuant to local authority for emergency measures and shall become effective on the 9th day of December, 2021.

PASSED AND ADOPTED, this 9th day of December, 2021.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT A

DISASTER RENEWAL PROCLAIMED BY THE MAYOR ON DECEMBER 6, 2021



DECLARATION OF DISASTER RENEWAL

WHEREAS, on March 17, 2020, the Mayor of College Station issued a proclamation declaring a state of disaster for the City of College Station resulting from the threat of a public health emergency resulting from coronavirus disease 2019, now designated SARS-CoV2, (COVID-19); and

WHEREAS, on March 18, 2020, the Mayor of College Station issued an order closing all bars, limiting restaurants to only take-out, drive-through, or delivery services and amended the declaration to limit gatherings to less than ten (10) people in the best interest of the public health, safety and welfare to protect life in College Station in response to COVID-19; and

WHEREAS, on March 23, 2020, the College Station City Council adopted an Extension of Disaster Ordinance with Ordinance No. 2020-4164 extending the March 17, 2020, Disaster Declaration and extending the Mayor's Order of March 18, 2020; and

WHEREAS, on March 23, 2020, the Mayor of College Station issued a Second Mayoral Order mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

WHEREAS, on March 30, 2020, the College Station City Council consented with Ordinance No. 2020-4166 to the Second Mayoral Order of March 23, 2020, mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

WHEREAS, on April 21, 2020, 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, the order and amended disaster declaration proclaimed by the Mayor on March 18, 2020, both consented to and extended by the City Council on March 23, 2020, in Ordinance No. 2020-4164; and

WHEREAS, on April 23, 2020, the College Station City Council consented with Ordinance 2020-4169 to the Mayor's April 21, 2020, Disaster Declaration Renewal; and

WHEREAS, on May 22, 2020, 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, and April 21, 2020; and

WHEREAS, on May 28, 2020, the College Station City Council consented with Ordinance 2020-4181 to the Mayor's May 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on June 22, 2020, 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, and May 22, 2020; and

WHEREAS, on June 25, 2020, the College Station City Council consented with Ordinance 2020-4195 to the June 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on June 25, 2020, the Mayor of College Station issued a Third Mayoral Order mandating commercial entities to require face coverings from: 6:00 A.M., Monday, June 29, 2020, and ending at 11:59 P.M., Friday, July 10, 2020; and

WHEREAS, on July 9, 2020, the College Station City Council consented with Ordinance No. 2020-4197 to the Third Mayoral Order of June 25, 2020, mandating commercial entities to require face coverings; and

WHEREAS, on July 22, 2020, 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, and June 22, 2020; and

WHEREAS, on July 23, 2020, the College Station City Council consented with Ordinance 2020-4203 to the July 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on August 13, 2020, the Mayor of College Station issued a Fourth Mayoral Order delegating authority to the Texas A&M University President to approve gatherings over 10 people on state lands and facilities it owns or controls; and

WHEREAS, on August 21, 2020, 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; and July 22, 2020, and

WHEREAS, on August 27, 2020, the College Station City Council consented with Ordinance 2020-4209 to the August 21, 2020, Disaster Declaration Renewal; and

WHEREAS, on September 21, 2020, 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, and August 21, 2020, and

WHEREAS, on September 24, 2020, the College Station City Council consented with Ordinance 2020-4211 to the September 21, 2020, Disaster Declaration Renewal; and

WHEREAS, on October 20, 2020, 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, and September 21, 2020, and

WHEREAS, on October 22, 2020, the College Station City Council consented with Ordinance 2020-4220 to the October 20, 2020, Disaster Declaration Renewal; and

WHEREAS, on November 20, 2020, 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, and October 20, 2020, and

WHEREAS, on November 23, 2020, the College Station City Council consented with Ordinance 2020-4226 to the November 20, 2020, Disaster Declaration Renewal; and

WHEREAS, on December 7, 2020, 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, and October 20, 2020, and November 20, 2020, and

WHEREAS, on December 10, 2020, the College Station City Council consented with Ordinance 2020-4231 to the December 7, 2020, Disaster Declaration Renewal; and

WHEREAS, on January 8, 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, and October 20, 2020, November 20, 2020, and December 7, 2020, and

WHEREAS, on January 14, 2021, the College Station City Council consented with Ordinance 2021-4239 to the January 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on February 8, 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, and October 20, 2020, November 20, 2020, December 7, 2020, and January 8, 2021, and

WHEREAS, on February 11, 2021, the College Station City Council consented with Ordinance 2021-4240 to the February 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on March 8, 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, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, and February 8, 2021, and

WHEREAS, on March 11, 2021, the College Station City Council consented with Ordinance 2021-4246 to the March 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on April 6, 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, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, and March 8, 2021; and

WHEREAS, on April 8, 2021, the College Station City Council consented with Ordinance 2021-4258 to the April 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on May 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, and March 8, 2021, April 6, 2021; and

WHEREAS, on May 13, 2021, the College Station City Council consented with Ordinance 2021-4263 to the April 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on June 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, and May 7, 2021; and

WHEREAS, on June 10, 2021, the College Station City Council consented with Ordinance 2021-4271 to the April 6, 2021, Disaster Declaration Renewal; and

WHEREAS, 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; and

WHEREAS, on July 8, 2021, the College Station City Council consented with Ordinance 2021-4275 to the June 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on August 6, 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, June 7, 2021, and July 2, 2021; and

WHEREAS, on August 12, 2021, the College Station City Council consented with Ordinance 2021-4288 to the August 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on September 6, 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, June 7, 2021; July 2, 2021, And August 6, 2021; and

WHEREAS, on September 9, 2021, the College Station City Council consented with Ordinance 2021-4299 to the September 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on October 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, and September 6, 2021; and

WHEREAS, on October 14, 2021, the College Station City Council consented with Ordinance 2021-4304 to the October 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on November 8, 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, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, and October 7, 2021; and

WHEREAS, on November 11, 2021, the College Station City Council consented with Ordinance 2021-4313 to the November 8, 2021, Disaster Declaration Renewal; and

WHEREAS, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

WHEREAS, the conditions necessitating declaration of a state of disaster and mayoral orders continue to exist; and

WHEREAS, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF COLLEGE STATION:

1. Pursuant to §418.014 of the Texas Government Code the state of disaster is hereby renewed as 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, June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021 and November 8, 2021 are renewed, until terminated by the College Station City Council.
2. Pursuant to §418.108(b) of the Texas Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration, unless continued or renewed by the City Council of College Station.
3. Pursuant to §418.108(c) of the Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
4. That this proclamation shall take effect on December 6, 2021.

DECLARED this 6th day of December, 2021.

APPROVED:



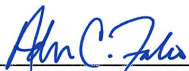
Mayor

ATTEST:



City Secretary

APPROVED:



City Attorney

December 9, 2021

Item No. 11.1.

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, BVSWM, 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