



College Station, TX

Meeting Agenda City Council

1101 Texas Ave, College Station, TX 77840

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

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

January 27, 2022

4:00 PM

City Hall Council Chambers

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

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

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

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

Litigation

- 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

Legal Advice

- a. Legal Advice Concerning a Recent Tittle VII Claim
- b. Legal Advice Concerning Financial Disclosure Requirements for City Officials and Candidates for City Office

Personnel {Gov't Code Section 551.074};

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

- a. City Secretary
- b. City Manager
- c. Council Self-Evaluation (Mayor Pro Tempore)

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

4. Pledge of Allegiance, Invocation, and Consider Absence Request.

Speaker Protocol

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

5. Presentation - Proclamations, Awards, and Recognitions.

- 5.1. Presentation to the Planning and Development Services Department in recognition of receiving the Planning Excellence Award from the Texas Chapter of the American Planning Association, recognizing a commitment to professional planning.

Sponsors: Amy Albright
Attachments: 1. Notification Letter
 2. Certificate

6. Hear Visitors.

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

7. Workshop Items.

- 7.1. Presentation, discussion, and possible action on the election of Mayor Pro Tempore.

Sponsors: Tanya Smith
Attachments: None

- 7.2. Presentation, discussion, and possible action regarding an overview of traffic congestion and mobility issues and strategies and methods to address them.

Sponsors: Jason Schubert
Attachments: None

- 7.3. Presentation, discussion, and possible action related to a project, Tomb of the Unknown Soldier Never Forget Garden Veterans Memorial, presented by the DAR Chapters.

Sponsors: Steve Wright
Attachments: None

8. Consent Items.

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

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

- January 13, 2022 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM011322 DRAFT Minutes

8.2. Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with Zters Inc., dba Zters Site Services for the collection of recyclables from commercial businesses and multi-family locations.

Sponsors: Emily Fisher

Attachments: 1. 22300188 Zters Site Services LLC - COCS Recyclables Franchise Agreement_1-27-2022

8.3. Presentation, discussion, and possible action on approving an annual blanket purchase order for the purchase of repair parts and repair labor for fire trucks from Lonestar Freightliner Group, LLC through the BuyBoard Purchasing Cooperative with an estimated annual expenditure of \$180,000.

Sponsors: Michael DeHaven

Attachments: 1. BuyBoard 601-19 Lonestar Freightliner Group

8.4. Presentation, discussion, and possible action on approving annual purchases of auto parts, shop equipment and services from NAPA Auto Parts (College Station, TX) through the Purchasing Solutions Alliance in the annual not-to-exceed amount of \$180,000.

Sponsors: Michael DeHaven

Attachments: 1. Award_Letter_NAPA

8.5. Presentation, discussion, and possible action on approving an annual blanket purchase order for the purchase of repair parts and repair labor for fire trucks from Siddons-Martin Emergency Group through the BuyBoard Purchasing Cooperative with an estimated annual expenditure of \$250,000.

Sponsors: Michael DeHaven

Attachments: 1. BuyBoard 651-21 Siddons Martin Emergency Group

8.6. Presentation, discussion, and possible action on approving annual tire purchases and retread services from Southern Tire Mart, LLC through the BuyBoard Purchasing Cooperative in the annual not-to-exceed amount of \$350,000.

Sponsors: Michael DeHaven

Attachments: 1. BuyBoard 636-21 Southern Tire Mart

9. Regular Items.

9.1. Public Hearing, presentation, discussion, and possible action on Budget Amendment 1 amending Ordinance No. 2021-4286 which will amend the budget for the 2021-2022 Fiscal Year in the amount of \$14,282,430.

Sponsors: Michael DeHaven

Attachments: 1. FY22 BA#1 Detailed Description

2. FY22 Budget Amendment #1 Ordinance

- 9.2. Public Hearing, presentation, discussion, and possible action regarding the FY2021 Comprehensive Plan and Unified Development Ordinance (UDO) Annual Review.

Sponsors: Tamanna Tasnum

Attachments: 1. FY2021 Comprehensive Plan & Unified Development Ordinance Annual Review

- 9.3. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A , "Unified Development Ordinance, "Article 4, Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from NG-1 Core Northgate and C-U College and University to NG-1 Core Northgate for approximately 0.288 acres generally located east of the intersection of Wellborn Road and University Drive.

Sponsors: Robin Macias

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

- 9.4. Presentation, discussion, and possible action on a proposed resolution that repeals and replaces Resolution No. 2-9-2006-13.04 with revisions to the City's policy on the extension of water and wastewater utility services to properties located within the City's extraterritorial jurisdiction (ETJ).

Sponsors: Gary Mechler

Attachments: 1. Utility Extension Policy Resolution_1-20-2022

- 9.5. Presentation, discussion, and possible action to approve a resolution allowing an exception to the City's utility extension policy to allow the owner of 3 Vista Lane to construct sewer infrastructure necessary to connect to the City's sanitary sewer system.

Sponsors: Gary Mechler

Attachments: 1. Service Request Letter
2. Property Location Map
3. Utility Extension Policy Resolution_1-20-2022
4. Resolution-Exception to Utility Extension Policy_Dudley_1-20-2022

- 9.6. Presentation, discussion, and possible action on a construction contract with Progressive Commercial Aquatics, in the amount of \$246,878 for removal and installation of plastering at Adamson Lagoon and Cindy Hallaran swimming pools.

Sponsors: Steve Wright

Attachments: 1. 22300211 - Progressive Commercial Aquatics inc

- 9.7. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV," to remove parking along Birmingham Road.

Sponsors: Troy Rother, Emily Fisher

Attachments: 1. Birmingham no parking ordinance
2. No Parking-Map

3. Alternate No Parking Birmingham

9.8. Presentation, discussion, and possible action regarding rejoining Tex-21: Transportation Excellence for the 21st Century

Sponsors: Bryan Woods

Attachments: None

9.9. Presentation, discussion, and possible action regarding appointments to the following boards, committees and commissions.

- Architectural Advisory Committee
- Audit Committee
- BCS Library Board
- Bicycle, Pedestrian and Greenways Advisory Board
- Design Review Board
- Historic Preservation Committee
- Parks & Recreation Board
- Spring Creek Local Government Corporation

Sponsors: Tanya Smith

Attachments: None

10. Council Calendar - Council May Discuss Upcoming Events.

11. Items of Community Interest.

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

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

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

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

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

the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

14. Adjourn.

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on January 21, 2022 at 5:00 p.m.



City Secretary

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

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

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

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

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

January 27, 2022
Item No. 5.1.
Planning Excellence Award

Sponsor: Amy Albright

Reviewed By CBC: N/A

Agenda Caption: Presentation to the Planning and Development Services Department in recognition of receiving the Planning Excellence Award from the Texas Chapter of the American Planning Association, recognizing a commitment to professional planning.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): No action required

Summary: The Planning and Development Services department has received the 2021 Richard R. Lillie Planning Excellence Award. This is the 15th year that College Station has received this designation. The award, which is granted by the Texas Chapter of the American Planning Association, distinguishes Texas municipalities with high levels of professional qualifications and training of planning staff and Planning and Zoning Commissioners. It recognizes communities that take a holistic approach to comprehensive planning and master planning efforts, and those that seek public engagement to create better plans and increase awareness of the importance of planning.

Budget & Financial Summary: N/A

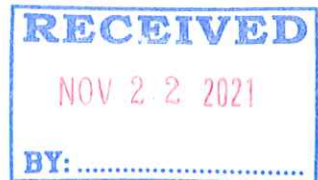
Attachments:

1. Notification Letter
2. Certificate



American Planning Association
Texas Chapter

Creating Great Communities for All



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APA Texas Chapter
www.txplanning.org

November 12, 2021

The Honorable Karl Mooney, Mayor
City of College Station
1101 Texas Avenue
College Station, Texas 77840

Dear Mayor Mooney,

It is with great pleasure that the Texas Chapter of the American Planning Association presents a 2021 Certificate of Achievement for the Richard R. Lillie, FAICP Planning Excellence Program to the City of College Station and its Planning Department. College Station is one of only of 34 Texas cities to receive such recognition this year.

This Certificate is in recognition of the professional planning standards demonstrated by your planning staff and the support provided by your City Council and Planning Commission. More specifically, the City of College Station meets the Chapter's goals for increasing awareness of professional planning in meeting a variety of professional requirements. Please share this award with your City Council, Planning Commission, and staff.

The Board of Directors and members of the APA Texas Chapter thank you for your continued support of your community's planning program.

With warmest regards,



Chance Sparks, AICP, CNU-A
Chapter President, APA Texas Chapter

cc: Mike McAnelly, FAICP, Executive Administrator
administrator@apatexas.org

The Texas Chapter of the American Planning Association is a 501(c)3 organization (23-7431522) as determined by the Internal Revenue Service. Gifts are tax deductible as allowed by law. Please consult your tax advisor for more information.



American Planning Association
Texas Chapter

2021

Creating Great Communities for All

CERTIFICATE OF ACHIEVEMENT **Richard R. Lillie, FAICP Program for** **PLANNING EXCELLENCE**

Presented to the

City of College Station

*Recognizing a commitment to professional planning by City Administration, Elected and Appointed Officials,
and exemplary professional standards demonstrated by the Planning Staff*

Awarded by
Texas Chapter of the American Planning Association

A handwritten signature in blue ink, likely belonging to Chance Sparks.

Chance Sparks, AICP, CNU-A
Chapter President

January 27, 2022
Item No. 7.1.
Mayor Pro Tempore

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the election of Mayor Pro Tempore.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: At the beginning of a new year after the November General Election, one of the council members shall be elected Mayor Pro Tem and shall hold the office for one year. It is the responsibility of the Mayor Pro Tem to act as Mayor during the disability or absence of the Mayor. In this capacity, the Mayor Pro Tem has the rights conferred upon the Mayor.

Budget & Financial Summary: None

Attachments:

None

January 27, 2022
Item No. 7.2.
Traffic Congestion and Mobility Implementation

Sponsor: Jason Schubert

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding an overview of traffic congestion and mobility issues and strategies and methods to address them.

Relationship to Strategic Goals:

- Core Services & Infrastructure
- Diverse & Growing Economy
- Improving Mobility

Recommendation(s): Receive the presentation and provide direction to Staff.

Summary: During the City Council Retreat in February 2021 there was a discussion item regarding traffic congestion and mobility issues. The Integrated Mobility chapter of the updated Comprehensive Plan that was adopted at the October 14, 2021 Council meeting included revisions to the City's planned strategic and on-going mobility-related actions. When implemented, these actions are intended to help achieve the stated goal to provide "an innovative, safe, and well-connected, multi-modal system serving all user types that is designed to support the surrounding land uses."

Staff will present an overview of existing traffic congestion, what projects have and are being done, and potential future actions and approaches that could be done to evaluate and address traffic congestion and mobility issues.

Budget & Financial Summary: Budgetary impacts will depend upon the nature and extent of the strategies to be implemented and the degree to which they vary from current budgeted funding levels.

Attachments:

None

January 27, 2022
Item No. 7.3.
Tomb of the Unknown Soldier Commemoration

Sponsor: Steve Wright

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action related to a project, Tomb of the Unknown Soldier Never Forget Garden Veterans Memorial, presented by the DAR Chapters.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Council requested item.

Summary: To commemorate the 100th anniversary of the Tomb of the Unknown Soldier, in cooperation with several local organizations, the Daughters of the American Revolution Chapters have developed a memorial to be added to the Brazos Valley Veterans Memorial in Veterans Park.

Budget & Financial Summary:

Attachments:

None

January 27, 2022
Item No. 8.1.
Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC:

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

- January 13, 2022 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM011322 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
VIA TELECONFERENCE
CITY OF COLLEGE STATION
JANUARY 13, 2022

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
Yvette Dela Torre, Deputy Local Registrar

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 4:03 p.m. on Thursday, January 13, 2022, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.074-Personnel, and §551.087-Economic Incentive Negotiations, the College Station City Council convened into Executive Session at 4:04 p.m. on January 13, 2022, 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
 - Claim related to Termination of Former Employee
- C. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:
- Construction Board of Adjustments
 - Planning and Zoning Commission
 - Zoning Board of Adjustments
 - City Secretary
 - City Manager
 - Council Self-Evaluation
- E. Deliberation on an offer of financial or other incentives for a business prospect that the Council seeks to have locate, stay or expand in or near the City; to wit:
- Deliberation of an offer of economic incentives to a business prospect in the Bio-Corridor area.

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

Executive Session recessed at 6:02 p.m. No vote or action was taken in Executive Session.

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

5. Hear Visitors Comments

Mark Smith, College Station, came before Council to share his thoughts on the application fee for community applications to the Residential Occupancy Ordinance.

Dennis Arce, College Station, came before Council regarding his proposal repurposing the old City Hall into a homeless shelter, which will cost less than tearing it down.

Fred Dupriest, College Station, came before Council to give an update of the work Southside has done. Mr. Dupriest stated that three Departments that report directly to the City Council are jointly responsible for successful enforcement of the occupancy ordinance. This is a process issue and not a people issue. An initiative is needed by the three departments to develop and make joint recommendations to Council. The guidance needed from Council is simply a clear metric that reflects the purpose of the ordinance, “are there still more than 4-unrelated in the house”?

Mr. Dupriest believes that the following prevent the City from enforcing the 4-unrelated law:

1. Our ability to achieve of the occupancy law is limited by internal workflow, not the law. We can fix this.
2. Responsibility is split between 3 departments that report directly to Council. Council must articulate a common purpose, or the three departments cannot invent workflow to achieve it.
3. Council needs to agree on and articulate the objective of enforcement. (Affordable single-family housing)

4. Lacking agreement on the objective, we do not track the right metrics for measuring success. Lacking measurement, we cannot improve success.
5. Investors do not believe the law is enforceable. (Which is incorrect)
6. The city believes it's a victimless crime and prioritizes recourses accordingly.
7. Leadership must agree with the Council's objective, prioritization, and initiative to jointly redesign the workflow.

6. Workshop Items

6.1. Presentation, discussion, and possible action on an update from the College Station Police Department.

Billy Couch, Police Chief, presented an updated on FY21 operations and activities of the College Station Police Department, which includes Crime Statistics, Significant Incidents, Response Times and Local vs. Non-Local.

- Crime Statistics: -1.4% change represents 2019 to 2021 total number of calls
- Significant Incidents: 19 total incidents in 2021
- Response Time:

	2019	2020	2021
✓ P1 - Immediate Response	06:27	06:26	06:41
✓ P2 - Immediate Non-Emer Resp	07:16	07:05	07:21
✓ P3 - Delayed Response	10:25	09:19	09:25
✓ P4 – Response not Required	12:56	11:31	12:42
- Residents' vs Non-Residents
 - ✓ 2021 Arrest Data Only
 - ✓ Non-Residents 1768
 - ✓ Residents 1086
 - ✓ Unknown 43
- Operational Programs
 - ✓ Major Crimes Unit
 - ✓ Gang Intelligence Officers
 - ✓ Public Relations Coordinator

6.2. Presentation, discussion, and possible action on an update from the College Station Fire Department.

Richard Mann, Fire Chief, presented an updated on FY21 operations and activities of the College Station Fire Department, which includes Commission on Fire Accreditation International, Peak-Time Ambulance, Automatic Aid with Bryan, Analysis and Revisions, Financial Implications of EMS Automatic Aid, Population Density, Current Response Time Performance, CSFD Stations and 240-second Travel Time Projections and Call Volumes.

Key Considerations for Growth:

- Risk
 - ✓ What needs Fire/EMS services
 - ✓ Population density
 - ✓ Commercial, residential, wildland

- Response Time
 - ✓ What is the current response time with existing resources
- Call Volume
 - ✓ What is the current and projected service demand
- Resources & Staffing Needs
 - ✓ What type of resources (Engine / Ladder / Ambulance) is needed and what are the staffing requirements
- Location considerations
 - ✓ What property is available to provide the most versatile response capabilities
- Funding
 - ✓ What is the budgetary impact for both one-time and reoccurring expenses

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 the Consent Agenda for a separate vote.

No items were pulled for discussion.

Item 7.9 was pulled from Consent for separate vote.

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

- **December 9, 2021, Council Meeting**
- **December 22, 2021, Special Meeting**

7.2. Presentation, discussion, and possible action on approval of Resolution No. 01-13-22-7.2 consenting to the City Council of the City of Bryan providing economic development incentives to FUJIFILM Diosynth Biotechnologies Texas, LLC.

7.3. Presentation, discussion, and possible action approving the annual purchase of janitorial supplies with an estimated annual expenditure of \$200,000.

7.4. Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with Zters Inc., dba Zters Site Services for the collection of recyclables from commercial businesses and multi-family locations.

7.5. Presentation, discussion, and possible action regarding a professional services contract with Weisinger, INC. in the amount of \$673,947 for the completion of rehabilitation of water wells 1 and 2 for the City of College Station.

7.6. Presentation, discussion, and possible action regarding purchasing upgraded replacement host servers from Avinext for \$175,559.60.

7.7. Presentation, discussion, and possible action regarding the renewal of an existing contract between the City of College Station and Xpedient Mail in the amount of \$210,000.

7.8. Presentation, discussion, and possible action regarding a construction contract with Air Cleaning Technologies, Inc for vehicle exhaust removal systems not to exceed \$185,423.

7.9. Presentation, discussion, and possible action regarding Ordinance No. 2022-4320 amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules", Section 38-1005 "Traffic Schedule V, School Zones" by adding Renee Lane 175 feet from Barron Road.

7.10. Presentation, discussion, and possible action regarding Ordinance No. 4321 amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules", Section 38-1013 "Traffic Schedule XIII, Temporary Speed Limits by temporarily reducing the speed limit on FM 2154 (Wellborn Road).

7.11. Presentation, discussion, and possible action regarding Ordinance No. 2022-4322 amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules", Section 38-1013 "Traffic Schedule XIII, Temporary Speed Limits by temporarily reducing the speed limit on Greens Prairie Road from Arrington Road to Dalton Drive.

7.12. Presentation, discussion, and possible action regarding Ordinance No. 2022-4323 amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules", Section 38-1013 "Traffic Schedule XIII, Temporary Speed Limits by temporarily reducing the speed limit on Rock Prairie Road West from Holleman Drive South to FM 2154 (Wellborn Road).

7.13. Presentation, discussion, and possible action regarding Change Order No. 1 in the amount of \$57,055 to the construction contract with Elliott Construction for the State Highway 6 Waterline Project Phase III.

Consent Item 7.9 pulled for separate vote.

MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Items, with the exception of Consent Item No. 7.9. The motion carried unanimously.

(7.9) MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Item No. 7.9, as presented in print form to the Council with the updated school zone times and not as presented in the agenda packet. The motion carried unanimously.

8. REGULAR ITEMS

8.1. Public Hearing, presentation, discussion, and possible action approving Ordinance No. 2022-4324 vacating and abandoning 0.489 acres of Turkey Creek Road right-of-way, said right-of-way being the southeast corner of the intersection of Turkey Creek Road and HSC Parkway, according to the conveyance deed recorded in Volume 195, Page 241, of the Official Records of Brazos County, Texas.

Amy Milanes, Planning and Development, stated that the right-of-way (ROW) abandonment is being requested by the applicant prior to platting the property in order to further develop the existing use. This originally conveyed ROW is no longer needed as the street is not planned to be widened, a

retained standard 10-foot public utility easement will suffice for the needs of the City's utility infrastructure and a public drainage easement will suffice for the drainage needs located in this area. Ms. Milanes explained that the 0.489-acre ROW is at the southeast corner of the intersection of Turkey Creek Road and HSC Parkway.

The landscaping requirements for Area 2 shall be determined for the entire area and individual lots or building plots do not have to meet landscape requirements as long as the minimum landscape requirements for the developed portion of Area 2 has been provided.

At approximately 8:11 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:11 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. 2021-4324, vacating and abandoning 0.489 acres of Turkey Creek Road right-of-way, said right-of-way being the southeast corner of the intersection of Turkey Creek Road and HSC Parkway, according to the conveyance deed recorded in Volume 195, Page 241, of the Official Records of Brazos County, Texas. The motion carried unanimously.

8.2. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2022-4325 amending Appendix A, "Unified Development Ordinance, "Article 4, Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from PDD Planned Development District and R Rural to PDD Planned Development District on approximately 21 acres located at 8765 HSC Parkway, generally located between Biomedical Way and State Highway 47.

Jesse Dimeolo, Planning and Development, stated that the applicant is requesting a zoning change to bring the entire tract under a new Planned Development District with two different base zoning districts. Area 1 located on the northside of the new public street that cuts through the property will have a base zoning of MF Multi-Family. Area 2 on the southside will have a base zoning of GC General Commercial. The applicant has requested the proposed amendment to also allow reduced setbacks and parking flexibility. This an initial step toward developing a mixed-use destination adjacent to the Bio-Corridor. Base Zoning and Modifications Requested: At the time of site plan, the project will need to meet all applicable site development standards and platting requirements of the Unified Development Ordinance for the following base zoning districts, except where meritorious modifications are granted with the PDD zoning. The applicant is requesting the following meritorious modifications: The base zoning district for Area 1 as shown on the Concept Plan shall be MF Multi-Family with the following modifications to the requirements:

Section 12-7.3 Off-Street Parking Standards:

- Parking in Area 1 will be determined for the entire area and individual lots or building plots do not have to meet parking requirements as long as the minimum parking requirements for the developed portion of Area 1 has been provided.
- Parallel parking spaces shall be allowed along the public street and this parking shall count toward the overall Area 1 parking requirements.
- Angled head in parking shall be allowed along Eubanks Lane and this parking shall count toward the overall Area 1 parking requirements.

Section 12-5.2 Residential Dimensional Standards:

- Reduction in the front setback from 15' to 10'. The base zoning district for Area 2 as shown on the Concept Plan shall be GC General Commercial with the following modifications to the requirements:

Section 12-5.4 Non-Residential Dimensional Standards:

- Reduction in the front setback from 25' to 15'.

Section 12-7.3 Off-Street Parking Standards:

- Parking in Area 2 will be determined for the entire area and individual lots or building plots do not have to meet parking requirements as long as the minimum parking requirements for the developed portion of Area 2 has been provided.
- Parallel parking spaces shall be allowed along the public street and this parking shall count toward the overall Area 2 parking requirements.
- Parking ratios and counts will be determined at Site Planning.

Section 12-7.6 Landscaping and Tree Protection:

The Landscaping shall be provided for the following purposes:

- To make available a walkable environment for residents, customers, guests and other users;
- To provide visual interest;
- To obscure the view of parking, loading and service areas;
- To provide protection from soil erosion; and
- To remove, reduce or absorb the impact between one use and another.
- The landscaping requirements for Area 2 shall be determined for the entire area and individual lots or building plots do not have to meet landscape requirements as long as the minimum landscape requirements for the developed portion of Area 2 has been provided.

The Planning and Zoning Commission heard this item at their December 16, 2021, meeting where they voted unanimously to recommend approval. Staff also recommends approval of the rezoning.

At approximately 8:44 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:46 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. 2021-4325, amending Appendix A, "Unified Development Ordinance, "Article 4, Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from PDD Planned Development District and R Rural to PDD Planned Development District on approximately 21 acres located at 8765 HSC Parkway, generally located between Biomedical Way and State Highway 47. The motion carried unanimously.

8.3. Presentation, discussion, and possible action regarding the appointment of Councilmembers to boards and commissions.

Tanya Smith, City Secretary, stated that Council may choose to remain on their current boards they are representing or made discuss to choose to represent a new board.

MOTION: Upon a motion made by Mayor Mooney and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, all Boards and Committees will remain with the same Councilmember Representatives. The motion carried unanimously.

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

Tanya Smith, City Secretary, stated that due to an unexpected conflict in scheduling of meetings the newly appointed member, Melissa Cunningham, had to resign from the Joint Relief Funding Review Committee and a new appointment is necessary. There are 2 previous applicants who have been contacted and are still willing to serve, Milly Georgiades and Tiona Broussard. The position was readvertised but there were no additional responses.

A majority of Council appointed Tiona Broussard to the remainder of the unexpired term expiring January of 2024.

8.5. Presentation, discussion, and possible action regarding appointments to the following boards, committees and commissions:

- **Construction Board of Adjustments**
- **Planning and Zoning Commission**
- **Zoning Board of Adjustments**
- **Bond Citizens Advisory Committee**

Tanya Smith, City Secretary, stated that Council discussed Construction Board of Adjustments, Planning and Zoning Commission, and the Zoning Board of Adjustments in executive session. Mrs. Smith explained that Council needs a motion to make appointments to each of these boards.

Construction Board of Adjustments

Position 3 for 3-year term: Crystal Evans

Position 4 for 3-year term: Jared Walther

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to appointment members as stated to the Construction Board of Adjustments. The motion carried unanimously.

Planning and Zoning Commission

Position (1) for 3-year term: Bobby Mirza

Position (2) for 3-year term: William Wright

Position (5) for 2-year term: Melissa McIlhaney

Position (6) for 2-year term: Thomas Jackson

Position (7) for 2-year term: Mark Smith

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Harvell, the City Council voted seven (7) for and none (0) opposed, to appointment members as stated to the Planning and Zoning Commission. The motion carried unanimously.

Zoning Board of Adjustments - 2-year terms

Position 1: Fred Dupriest - Chair

Position 2: Chad Jackson
Position 4: Phillip Melton
Position 5: Rachel Smith

- Position 3: Roger Winckler for 1-year unexpired term replacing Mark Smith who was appointed to the P&Z.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Harvell, the City Council voted seven (7) for and none (0) opposed, to appointment members as stated to the Zoning Board of Adjustments. The motion carried unanimously.

Jennifer Prochaska, Assistant City Manager, stated that in October, the Council created the 2022 Bond Citizen Advisory Committee (CAC) in preparation for a bond election in November 2022 for capital improvement projects. The charge of the CAC is to assess the City of College Station's current and future transportation, parks, and facility needs in order to present a prioritized list of projects to the College Station City Council to be considered on a proposed 2022 bond election, and to ensure that any 2022 Bond timeline and/or schedule shall not exceed (5) five years. The CAC members' commitment lasts from February 2022 until approximately June 2022 when the Committee will make a final recommendation of projects to the Council. That timing is definitive because the Council will need to call the election by August 22nd to be on the November 8th ballot.

The CAC will be made up of a maximum of 23 Council-appointed members including citizens and community partner representatives. The Council will also appoint a Chair and Co-Chair from among those selected. The recommended Committee make-up is as follows:

- 7 Community Partner Appointments Recommendations:
 - ✓ Planning & Zoning Commission: Jason Cornelius
 - ✓ Parks & Recreation Board: Debe Schaffer
 - ✓ Bicycle, Pedestrian & Greenways Advisory Board: Kathy Langlotz
 - ✓ Brazos County Commissioners: Judge Duane Peters (Appointment)
 - ✓ College Station ISD: Mike Martindale
 - ✓ Texas A&M University: Fred McClure
 - ✓ TAMU System: Clint Cooper
- 14 Citizen appointments (from Applicants List)

MOTION: Upon a motion made by Councilmember Crompton and a second by Councilmember Harvell, the City Council voted four (4) for and three (3) opposed, with Mayor Mooney, Councilmembers Maloney and Cunha voting against, to appoint only the first three (3) Community Partners recommendations Jason Cornelius, Debe Schaffer, and Kathy Langlotz. The motion carried.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Cunha, the City Council voted three (3) for and four (4) opposed, with Mayor Mooney, Councilmembers Maloney, Crompton, and Cunha voting against, to appoint the remaining four (4) Community Partner members to the Bond Citizen Advisory Committee. The motion failed.

MOTION: Upon a motion made by Mayor Mooney and a second by Councilmember Maloney, the Mayor moved to add the remaining four (4) Community Partners recommendations to the list of Bond Citizens Advisory Committee applicants. Mayor Mooney then accepted a friendly amendment made by Councilmember Crompton and seconded by Councilmember Harvell to add the three Community Partners recommendations Mike Martindale, Fred McClure, and Clint Cooper to the applicant list.

MOTION AS AMENDED: The City Council voted five (5) for and two (2) opposed, with Councilmembers Nichols and Cunha voting against, to add the three Community Partner recommendations, Mike Martindale, Fred McClure and Clint Cooper, to the list of Bond Citizen Advisory Committee applicants. The motion carried.

MOTION: Following a tally of the Mayor's and Councilmembers' selections, and with six applicants remaining who received three votes, upon a motion made by Councilmember Cunha and a second by Councilmember Maloney, the City Council voted unanimously to appoint the remaining six applicants with three votes to the Committee and to move the number of committee members from 21 to 23. The motion carried.

Mayor Mooney recessed the meeting at 9:26 p.m.

The meeting resumed at 9:38 p.m.

Bond Citizens Advisory Committee

- Community Partner Appointments
 - ✓ Jason Cornelius – Planning & Zoning Commission
 - ✓ Debe Schaffer – Parks & Recreation Board
 - ✓ Kathy Langlotz - Bicycle, Pedestrian & Greenways Advisory Board
- Citizen Appointments
 - ✓ Allyson Wakefield
 - ✓ Clint Cooper
 - ✓ David Higdon – Chair
 - ✓ Diane Davis
 - ✓ Don Hellriegel – Co-Chair
 - ✓ Fred Dupriest
 - ✓ Fred McClure
 - ✓ Gary Halter
 - ✓ James Massey
 - ✓ Jill Giroir
 - ✓ John White
 - ✓ Julian McMurrey
 - ✓ Kimberly McAdams
 - ✓ Mike Ashfield
 - ✓ Mike Martindale
 - ✓ Rene Ramirez
 - ✓ Robert Greer
 - ✓ Steve Aldrich
 - ✓ William Wright
 - ✓ William “Bill” Mather

A consensus of Council appointed members as stated above.

8.6. Presentation, discussion, and possible action regarding Ordinance No. 2022-4326 consenting to and extending the Mayor's renewal of a disaster declaration due to a public health emergency.

Bryan Woods, City Manager, stated that on January 7, 2022, 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, November 8, 2021 and December 6, 2021. The conditions necessitating the declaration of a state of disaster and mayoral orders continue to exist. The Council needs to consent to and approve the Mayor's Disaster Declaration renewal.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2021-4326, consenting to and extending the Mayor's renewal of a disaster declaration due to public health emergency. The motion carried unanimously.

9. Council Calendar

Council reviewed the calendar.

10. Items of Community Interest: The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or 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 Harvell reported on the American Bus Association's National Convention with Kindra Fry.

Councilmember Cunha recognized the Economic Tourism Group.

Councilmember Maloney recognized the Visitor College Station Group and to Chief Couch and his Department.

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

Nothing to report.

12. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items: A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the

standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

Councilmember Crompton requested an item for the Mayor and Councilmembers to discuss transportation issues, steps to address those issues, and other solutions to consider for both College Station and the surrounding area.

Councilmember Maloney requested an item discussing the "States Streets" lighting, low hanging wires, and general condition of public roadways.

In accordance with the Texas Government Code §551.074-Personnel, the College Station City Council reconvened into Executive Session at 10:20 p.m. on January 13, 2022, to continue discussing matters pertaining to:

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

Executive Session recessed at 10:50 p.m. No vote or action was taken in Executive Session.

13. Adjournment.

There being no further business, Mayor Mooney adjourned the Meeting of the City Council at 10:50 p.m. on Thursday, January 13, 2022.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

January 27, 2022

Item No. 8.2.

Zters Inc. dba Zters Site Services LLC Franchise Agreement Ordinance - Second Reading

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with Zters Inc., dba Zters Site Services for the collection of recyclables from commercial businesses and multi-family locations.

Relationship to Strategic Goals:

Infrastructure and Core Services

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

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

Budget & Financial Summary: N/A

Attachments:

1. 22300188 Zters Site Services LLC - COCS Recyclables Franchise Agreement_1-27-2022



CONTRACT#: 22300188 PROJECT#: N/A BID/RFP/RFQ#: N/A

Name of Contractor:

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

Transparency Report ☐ Yes ☐ No ☒ N/A

Two City Council readings required for this Franchise Agreement; scheduled for January 13, 2022; and January 27, 2022.

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ORDINANCE NO. _____

RECYCLABLES COLLECTION FRANCHISE AGREEMENT

AN ORDINANCE GRANTING CONTRACTOR, ZTERS, INC. DBA ZTERS SITE SERVICES LLC, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION (“CITY”) FOR THE PURPOSE OF PROVIDING COLLECTION OF DEMOLITION AND CONSTRUCTION DEBRIS, RECYCABLES, AND ORGANIC WASTE FROM COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY SITES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.

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

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

WHEREAS, the City of College Station desires to exercise the Charter’s authority and grant a non-exclusive franchise to Contractor for collection of demolition and construction debris and other waste for disposal using roll off containers, and recyclable materials, and organic waste from multifamily and commercial locations for the purpose of recycling.

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

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ARTICLE I. DEFINITIONS

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

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

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

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

ARTICLE III. PAYMENT AND TERM

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

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

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

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

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

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

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

ARTICLE IV. ACCESS TO RECORDS & REPORTING

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

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

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

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

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

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

ARTICLE VII. COLLECTION AND TRANSPORT

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

ARTICLE VIII. PLACEMENT OF RECEPTACLES

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

ARTICLE IX. SERVICE COMPLAINTS

- 9.1 Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.
- 9.2 Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.

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

ARTICLE X. DISPOSAL AND PROCESSING

- 10.1 Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWM, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.
- 10.2 Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.

ARTICLE XI. VIOLATION AND PENALTY

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

ARTICLE XII. INSURANCE

- 12.1** The Contractor shall procure and maintain, at its sole cost and expense for the term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.
- 12.2** The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C**.

ARTICLE XIII. INDEMNIFICATION AND RELEASE

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

ARTICLE XIV. DISPUTES AND MEDIATION

- 14.1 Disputes.** If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.
- 14.2 Mediation.** If the parties are not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.
- 14.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

ARTICLE XV. GENERAL TERMS

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

15.2 Termination.

a. For Convenience. At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' written notice. City shall be compensated for outstanding Franchise Fees.

b. For Cause. City may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.

c. Hearing. This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.

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

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

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

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

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

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

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

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

15.11 Agree to Terms. The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.

15.12 Effective Date. According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.

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

City of College Station
Attn: Michael Lucas, Fiscal Services
PO BOX 9960
College Station, TX 77842
mlucas@cstx.gov

Zters, Inc. dba Zters Site Services LLC
Attn: Bryan Klecka, Operations Manager
34910 Circle Lake Drive
Pinehurst, Texas 77362
Bryan.k@zsites.com

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

- A. Schedule of Rates
- B. Insurance Requirements
- C. Certificates of Insurance

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

- a. First Consideration & Approval on the ____ day of _____, 2022.
- b. Second Consideration & Approval on the ____ day of _____, 2022.

**ZTERS, INC. DBA ZTERS SITE
SERVICES LLC**

By: Shelby Lowe

Printed Name: Shelby Lowe

Title: **Owner/Member**

Date: 12/21/2021

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

John A. Haislet

City Attorney
Date: 12/23/2021

[Signature]

Assistant City Manager/CFO
Date: 12/23/2021

EXHIBIT A. SCHEDULE OF RATES

- I. Contractor's base rate is \$350.00 per pull depending on container size as set forth below, and may increase, depending on a variety of conditions, including but not limited to:
- a. Location of Customer
 - b. Impact on Existing Routes
 - c. Ingress and Egress Capabilities
 - d. Special Requests by Customers
 - e. Frequency of Collections
 - f. Volume of Materials
 - g. Type of Materials
 - h. External Contributing Conditions of Market Costs



Delivery to College Station from Pinehurst Tx \$300.00

Standard Pricing base on Container size for Zsites Zone D (College Station TX)

- 20 yard: \$610.00/haul, includes 3 tons
- 30 yard: \$640.00/haul, includes 4 tons
- 40 yard: \$800.00/haul, includes 6 tons

Special pricing for multiple containers or multiple hauls at one location will start at \$390.00/haul.

EXHIBIT B. INSURANCE REQUIREMENTS

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

I. Standard Insurance Policies Required:

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

II. General Requirements Applicable to All Policies:

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

III. Commercial General Liability

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

IV. Business Automobile Liability

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

V. Workers' Compensation Insurance

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

EXHIBIT C. CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/8/2021

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 Marsh & McLennan Agency LLC 2500 City West Blvd. Suite 2400 Houston TX 77042	CONTACT NAME: Dolores Garza PHONE (A/C, No, Ext): 713-780-6178 FAX (A/C, No): E-MAIL ADDRESS: Dolores.Garza@MarshMMA.com														
INSURED Zters, Inc. 13727 Office Park Drive Houston TX 77070	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Evanston Insurance Company</td> <td style="text-align: center;">35378</td> </tr> <tr> <td>INSURER B : Imperium Insurance Company</td> <td style="text-align: center;">35408</td> </tr> <tr> <td>INSURER C : Texas Mutual Insurance Company</td> <td style="text-align: center;">22945</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Evanston Insurance Company	35378	INSURER B : Imperium Insurance Company	35408	INSURER C : Texas Mutual Insurance Company	22945	INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES
CERTIFICATE NUMBER: 1940462375

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 ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	MKL4VPBC002244	11/10/2021	9/1/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$		
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B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ILR180164900	9/1/2021	9/1/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$						
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N	0002039031	9/1/2021	9/1/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">X</td> <td style="width: 15%;">PER STATUTE</td> <td style="width: 5%;">OTH-ER</td> <td style="width: 75%;"></td> </tr> <tr><td></td><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td></td><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td></td><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	X	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
X	PER STATUTE	OTH-ER																					
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is an executed written contract between the named insured and the certificate holder that requires such status. The General Liability and Workers' Compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is an executed written contract between the named insured and the certificate holder that requires it. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

Re: Recyclables Collection Service Franchise.

Additional Insureds: City of College Station, its employees, agents, volunteers, and officials - applies per the Blanket Additional Insured endorsement which grants additional insured status only where such status is required by a written contract.

CERTIFICATE HOLDER
CANCELLATION

City of College Station
 Attn: Michael Lucas, Fiscal Services
 PO. BOX 9960
 College Station, TX 77842

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

AUTHORIZED REPRESENTATIVE

Brett Herrington

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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
As required by written contract executed by both parties prior to loss	All locations
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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract executed by both parties prior to loss	All locations
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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 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 shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

- 1.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- 2.** Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a.** Your acts or omissions; or
- b.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a.** Only applies to the extent permitted by law; and
- b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

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

This insurance does not apply to:

- 1.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- 2.** "Bodily injury" or "property damage" occurring after:
 - a.** 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

b. 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:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
As required by written contract executed by both parties prior to loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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 the endorsement.

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

Named Insured:	Zters Site Services LLC (See Named Insured Addendum)
Endorsement Effective Date:	9/1/2021

SCHEDULE

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

Blanket As Required By Written Contract
--

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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:	Zters Site Services LLC (See Named Insured Addendum)
Endorsement Effective Date:	9/1/2021

SCHEDULE

Name Of Person(s) Or Organization(s):
Blanket as Required by Written Contract
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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS WAIVER OF OUR RIGHT TO
RECOVER FROM OTHERS ENDORSEMENT**

Policy Number: 61 WBC AA9BEN

Endorsement Number:

Effective Date: 11/10/20

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ZTERS, INC

13722 OFFICE PARK DR

HOUSTON TX 77070

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. ☐ Special 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:

January 27, 2022

Item No. 8.3.

Presentation, discussion, and possible action on approving an annual blanket purchase order for the purchase of repair parts and repair labor for fire trucks from Lonestar Freightliner Group, LLC through the BuyBoard Purchasing Cooperative with an estimated annual expenditure of \$180,000.

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approving an annual blanket purchase order for the purchase of repair parts and repair labor for fire trucks from Lonestar Freightliner Group, LLC through the BuyBoard Purchasing Cooperative with an estimated annual expenditure of \$180,000.

Relationship to Strategic Goals:

- Financially Sustainable City
- Core Services & Infrastructure

Recommendation(s): Staff recommends approving annual purchases of various repair parts and services from Lonestar Freightliner Group, LLC through the BuyBoard Purchasing Cooperative. The estimated annual expenditure of \$180,000.00 is based on the average amount spent on repair parts and services since January 2021 and the anticipated needs for existing vehicles and new vehicles being added to inventory this fiscal year.

Summary: BuyBoard is a purchasing cooperative for public agencies. All products and services available for purchase through BuyBoard contracts have been competitively bid and awarded and satisfy any State law requirements relating to competitive bids or proposals. Contingent upon Council approval, a blanket contract will be issued for the term of April 30, 2022 through April 29, 2023.

Budget & Financial Summary: Purchases of fire apparatus parts are made through an inventory account as budgeted and available in the Fleet Maintenance Funds. Charges are made to the Fire Department for fire apparatus vehicle maintenance and repairs based on the average annual cost for each piece of equipment.

Attachments:

1. BuyBoard 601-19 Lonestar Freightliner Group



Vendor Contract Information Summary

Vendor Name	Lonestar Freightliner Group LLC
Contact	Jason Wade
Phone Number	2547529735
Email	jwade@lonestartruckgroup.com
Website	www.lonestartruckgroup.com
Federal ID	75-2915507
Accepts RFQs	Yes
Address Line 1	2051 Hughes Road
Vendor City	Grapevine
Vendor Zip	76051
Vendor State	TX
Vendor Country	USA
Delivery Days	120
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Pre-paid and added to invoice
Ship Via	Common Carrier
Is Designated Dealer	No
EDGAR Forms Received	Yes
Service-Disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
Is National	Yes
No Excluded Foreign Terrorist Orgs	Yes
No Israel Boycott Certificate	Yes
Is MWBE	No
Regions Served	All Texas Regions
States Served	All States
Contract Name	Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
Contract #	601-19
Effective Date	12/01/2019
Expiration Date	11/30/2022
Service Fee Note	Vehicle purchase orders are subject to a \$400 service fee
Quote Reference Number	601-19
Additional Dealers	See Dealer Distributor link for dealer list



Vendor Contract Information Summary

January 27, 2022

Item No. 8.4.

Presentation, discussion, and possible action on approving annual purchases of auto parts, shop equipment and services from NAPA Auto Parts (College Station, TX) through the Purchasing Solutions Alliance in the annual not-to-exceed amount of \$180,000.

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approving annual purchases of auto parts, shop equipment and services from NAPA Auto Parts (College Station, TX) through the Purchasing Solutions Alliance in the annual not-to-exceed amount of \$180,000.

Relationship to Strategic Goals:

- Financially Sustainable City
- Core Services & Infrastructure

Recommendation(s): Staff recommends approval to purchase various auto parts, shop equipment and related services from NAPA Auto Parts through the Purchasing Solutions Alliance (PSA) contract. The estimated annual expenditure of \$180,000.00 is based on the average amount spent on automotive and truck parts since January 2021 and the anticipated needs for existing vehicles and new vehicles being added to inventory this fiscal year.

Summary: NAPA Auto Parts is the local (College Station, TX) PSA contract dealer for auto parts, shop equipment and services. PSA is a purchasing cooperative for public agencies. All products and services available for purchase through PSA contracts have been competitively bid and awarded and satisfy any State law requirements relating to competitive bids or proposals. Contingent upon Council approval, a blanket contract will be issued for the term of January 29, 2022 through January 28, 2023.

Budget & Financial Summary: Purchases of auto parts are made through an inventory account as budgeted and available in the Fleet Maintenance Funds. Charges are made to the various departments for vehicle maintenance based on the average annual cost for each piece of equipment.

Attachments:

1. Award_Letter_NAPA

Purchasing Solutions Alliance

a purchasing cooperative for public agencies



March 24, 2020

Don Lachance
Genuine Parts Company dba NAPA
2999 Wildwood Pkwy
Atlanta, GA 30339

Dear Mr. Lachance,

Purchasing Solutions Alliance (PSA), a cooperative purchasing program of the Brazos Valley Council of Governments (BVCOG) is pleased to announce that Genuine Parts Company dba NAPA has been awarded the contract for the following products and services, based on your proposal submitted to PSA in response to Request for Proposals (RFP) No. 20-201.

➤ Products and Services Description: Automotive Parts and Services

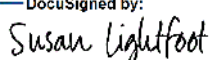
Notice is hereby given that Genuine Parts Company dba NAPA may commence with the publicity and marketing of the contract and sales of products and services effective March 24, 2020 under terms of our contract.

It is with great pleasure that we continue to build our relationship with you as a supplier to PSA/BVCOG and member agencies of PSA. If you have any questions or concerns, please feel free to contact me at (979) 595-2801 ext. 2035, or by email susan.lightfoot@bvcog.org.

Sincerely,

Purchasing Solutions Alliance:

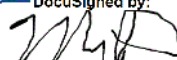
a program of the Brazos Valley Council of Governments

DocuSigned by:


D065BBFC737E4C6...

Susan Lightfoot, Program Manager

Brazos Valley Council of Governments:

DocuSigned by:


0E4A9664C82F4C2...

Michael Parks, AICP, Deputy Executive Director

Enclosures

cc: Tom Wilkinson, Jr., Executive Director
Procurement File



January 27, 2022

Item No. 8.5.

Presentation, discussion, and possible action on approving an annual blanket purchase order for the purchase of repair parts and repair labor for fire trucks from Siddons-Martin Emergency Group through the BuyBoard Purchasing Cooperative with an estimated annual expenditure of \$250,000.

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approving an annual blanket purchase order for the purchase of repair parts and repair labor for fire trucks from Siddons-Martin Emergency Group through the BuyBoard Purchasing Cooperative with an estimated annual expenditure of \$250,000.

Relationship to Strategic Goals:

- Financially Sustainable City
- Core Services & Infrastructure

Recommendation(s): Staff recommends approval of an annual blanket purchase order to purchase various repair parts and services from Siddons-Martin Emergency Group through the BuyBoard Purchasing Cooperative. The estimated annual expenditure of \$250,000.00 is based on the average amount spent on repair parts and services since January 2021 and the anticipated needs for existing vehicles and new vehicles being added to inventory this fiscal year.

Summary: BuyBoard is a purchasing cooperative for public agencies. All products and services available for purchase through BuyBoard contracts have been competitively bid and awarded and satisfy any State law requirements relating to competitive bids or proposals. Contingent upon Council approval, a blanket purchase order will be issued for the term of January 28, 2022 through January 27, 2023.

Budget & Financial Summary: Purchases of fire apparatus parts are made through an inventory account as budgeted and available in the Fleet Maintenance Funds. Charges are made to the Fire Department for fire apparatus vehicle maintenance and repairs based on the average annual cost for each piece of equipment.

Attachments:

1. BuyBoard 651-21 Siddons Martin Emergency Group



Vendor Contract Information Summary

Vendor Name	Siddons-Martin Emergency Group, LLC
Contact	Jeffrey A. Doran
Phone Number	800-784-6806
Email	jdoran@siddons-martin.com
Website	www.siddons-martin.com
Federal ID	27-433590
Accepts RFQs	Yes
Address Line 1	1362 East Richey
Vendor City	Houston
Vendor Zip	77073
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Pre-paid and added to invoice
Ship Via	Driven
Is Designated Dealer	No
EDGAR Forms Received	Yes
Service-Disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
Is National	Yes
No Excluded Foreign Terrorist Orgs	Yes
No Israel Boycott Certificate	Yes
Is MWBE	No
Regions Served	All Texas Regions
States Served	All States
Contract Name	Fire Service Apparatus Vehicles
Contract #	651-21
Effective Date	10/01/2021
Expiration Date	09/30/2024
Service Fee Note	Vehicle purchase orders are subject to a \$1500 service fee
Quote Reference Number	651-21
Additional Dealers	See Additional Dealers/Distributors for dealer list



January 27, 2022

Item No. 8.6.

Presentation, discussion, and possible action on approving annual tire purchases and retread services from Southern Tire Mart, LLC through the BuyBoard Purchasing Cooperative in the annual not-to-exceed amount of \$350,000.

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approving annual tire purchases and retread services from Southern Tire Mart, LLC through the BuyBoard Purchasing Cooperative in the annual not-to-exceed amount of \$350,000.

Relationship to Strategic Goals:

- Financially Sustainable City
- Core Services & Infrastructure

Recommendation(s): Staff recommends approval to purchase new tires and retread services from Southern Tire Mart, LLC through the BuyBoard Purchasing Cooperative contract. The estimated annual expenditure of \$350,000.00 is based on the average amount spent on new tires and retread services since January 2021 and the anticipated needs for existing vehicles and new vehicles being added to inventory this fiscal year.

Summary: Southern Tire Mart, LLC is BuyBoard's contractor for the sale of new tires and retread services. BuyBoard is a purchasing cooperative for public agencies. All products and services available for purchase through BuyBoard contracts have been competitively bid and awarded. Purchasing products and services via BuyBoard contracts satisfies any requirement of State law relating to competitive bids or proposals. Contingent upon Council approval a blanket contract will be issued to Southern Tire Mart, LLC for the term of January 28, 2022 through January 27, 2023.

Budget & Financial Summary: Funds are available and budgeted in the Fleet Maintenance fund which is funded by all other departments.

Attachments:

1. BuyBoard 636-21 Southern Tire Mart



Vendor Contract Information Summary

Vendor Name	Southern Tire Mart, LLC
Contact	Richard Conwill
Phone Number	8777864681
Email	gov-sales@stmtires.com
Website	www.stmtires.com
Federal ID	06-1689011
Accepts RFQs	Yes
Address Line 1	800 Highway 98
Vendor City	Columbia
Vendor Zip	39429
Vendor State	MS
Vendor Country	USA
Delivery Days	14
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Pre-paid and added to invoice
Ship Via	Company Truck
Is Designated Dealer	No
EDGAR Forms Received	Yes
Service-Disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
Certificate Number	N
Certifying Agency	N
Is National	Yes
No Excluded Foreign Terrorist Orgs	Yes
No Israel Boycott Certificate	Yes
Is MWBE	No
Regions Served	All Texas Regions
States Served	Alabama, Arizona, Arkansas, Florida, Georgia, Louisiana, Mississippi, Nebraska, New Mexico, Oklahoma, Tennessee, Texas, Utah, Virginia
Contract Name	Tires, Tubes, Supplies and Equipment
Contract #	636-21
Effective Date	03/01/2021
Expiration Date	02/29/2024



Vendor Contract Information Summary

Service Fee Note Vehicle purchase orders are subject to a \$100 service fee

Quote Reference Number 636-21

Return Policy See attached.

Additional Dealers See Additional Dealers/Distributors for dealer list

January 27, 2022
Item No. 9.1.
Public Hearing and Consideration of Budget Amendment #1

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action on Budget Amendment 1 amending Ordinance No. 2021-4286 which will amend the budget for the 2021-2022 Fiscal Year in the amount of \$14,282,430.

Relationship to Strategic Goals:

1. Good Governance
2. Financially Sustainable City
3. Core Services and Infrastructure

Recommendation(s): Staff recommends the City Council approve Budget Amendment #1.

Summary: The charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover expenditures and after holding a public hearing on such budget amendment. The proposed budget amendment is to increase the FY22 budget appropriations by \$14,282,430 primarily because of the encumbrance roll, increases in grants and capital improvement project expenditures. Attached is a summary with a complete description of the items included on the proposed budget amendment. This amendment also includes four interfund transfers totaling \$9,387,256 that have no overall budget impact.

Budget & Financial Summary: The City has resources or can reasonably expect resources to cover the appropriations in this budget amendment. The attached summary has the complete description of the items included on the proposed budget amendment and a description of the interfund transfers. If approved, the net revised budget appropriations will be \$368,285,841.

Attachments:

1. FY22 BA#1 Detailed Description
2. FY22 Budget Amendment #1 Ordinance

Exhibit A – FY22 Budget Amendment #1 Detail Listing

1. Encumbrance Roll \$8,635,367 (Budget Amendment) and \$6,302,256 (Interfund Transfer)

Encumbrance Roll for \$7,911,874 for all funds except Community Development. Community Development Encumbrance roll is \$723,493 for CD Assistance and HOME Elder-Aid. The transfer needed for the FY21 and FY22 vehicles ordered but not delivered total \$6,302,256.

2. ARP HOME Grant- 1,740,263 (Budget Amendment)

The City of College Station will receive \$1,740,263 in HOME American Rescue Plan (HOME ARP) funds following the submission of a plan to HUD for the proposed use of these funds. It is anticipated that the plan will be presented to City Council for consideration of approval in late spring of 2022. The deadline for the expenditure of these funds is September 2030.

3. Move Code Enforcement Officer to General Fund-\$61,800 (Budget Amendment)

A Code Enforcement Officer position is currently in the Community Development fund and needs to be moved to the General Fund under the Code Enforcement organization. This item will increase the General Fund budget to account for the additional FTE. The FTE was previously budgeted in the Community Development Fund. Due to revised federal guidance, that FTE is no longer eligible to be funded via Community Development funds.

4. General Government CIP – 1207 Texas Avenue Renovation - \$3,000,000 (Budget Amendment) and \$2,500,000 (Interfund Transfer)

This item will increase the construction budget for the 1207 Texas Avenue Renovation project by \$3,000,000. The increase will be supported by an additional \$500,000 spent out of the HOT Fund plus an interfund transfer of \$2,500,000 from the General Fund to General Government CIP. This increase is necessary to fund the complete renovation of the 1207 Texas Avenue location.

5. Parks CIP – Memorial Cemetery Shop - \$395,000 (Budget Amendment) and \$395,000 (Interfund Transfer)

This item will increase the construction budget for the Memorial Cemetery Shop project by \$395,000. The increase will be supported by a \$395,000 transfer from the General Fund to the Parks CIP Fund. The increase is necessary due to rising supply and construction costs.

6. Budget Increase for Fire Station Vehicle Exhaust Removal System -\$110,000 (Budget Amendment)

The FY22 Budget included \$95,000 for the installation of the vehicle exhaust removal system in the City's fire stations. This amendment increases the budget by \$110,000 to cover installation of the exhaust removal system in station number 6.

7. Increase IT Replacement Fund Expenditures - \$190,000 (Budget Amendment) and \$190,000 (Interfund Transfer)

The IT Department needs to purchase a new host server. This was not a budgeted expense in FY22 therefore the budget needs to be amended to allow for this expenditure from the IT Replacement Fund. The cost of the new server is \$190,000.

8. Increase CIP for Egremont Court - \$150,000 (Budget Amendment)

Council directive to fund this project. This item will appropriate \$150,000. The project will be paid for via existing debt savings and future debt issuances.

ORDINANCE NO. _____

AN ORDINANCE (BUDGET AMENDMENT #1) AMENDING ORDINANCE NO. 2021-4286 WHICH WILL AMEND THE BUDGET FOR THE 2021-2022 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, on August 12, 2021, the City Council of the City of College Station, Texas, adopted Ordinance No. 2021-4286 approving its Budget for the 2021-2022 Fiscal Year; and

WHEREAS, this amendment was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the College Station City Charter, after notice of said hearing having been first duly given; now, therefore,

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

PART 1: That Ordinance No. 2021-4286 is hereby amended by amending the 2021-2022 Budget adopted thereto by a net amount of \$14,282,430 as further detailed in the proposed 2021-2022 year end estimates incorporated herein for funds and purposes.

PART 2: That this Budget Amendment #1 shall be attached to and made a part of the 2021-2022 Budget.

PART 3: That except as amended hereby, Ordinance No, 2021-4286 shall remain in effect in accordance with its terms.

PART 4: That this ordinance shall become effective immediately after passage and approval.

PASSED and APPROVED this _____ day of _____ 2022

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

January 27, 2022

Item No. 9.2.

Comprehensive Plan and Unified Development Ordinance Annual Review

Sponsor: Tamanna Tasnum

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding the FY2021 Comprehensive Plan and Unified Development Ordinance (UDO) Annual Review.

Relationship to Strategic Goals:

- Good Governance
- Financial Sustainability
- Core Services & Infrastructure
- Neighborhood Integrity
- Diverse & Growing Economy
- Improving Mobility
- Sustainable City

Recommendation(s): Staff recommends that the City Council receive the Annual Review and provide direction as appropriate. The Planning & Zoning Commission will receive this update at their January 20, 2022 meeting.

Summary: The FY2021 Comprehensive Plan & UDO Annual Review highlights the major Comprehensive Plan initiatives that occurred during the past fiscal year. It covers the Comprehensive Plan and all associated master plans, programs, and small area plans such as neighborhood and district plans. The review also includes amendments that were made to the UDO, which helps implement the Comprehensive Plan's vision.

The Comprehensive Plan was originally adopted in May 2009 after thousands of hours of citizen participation. It covers a 20-year horizon and is meant to be a "living document." In 2019, City staff launched the 10-year evaluation of the plan – branded The Next 10 – that culminated in an Evaluation & Appraisal Report that recommended plan modifications in response to changing conditions. That report was adopted by the City Council in October 2020. Throughout 2021, City staff worked to implement the recommended changes which included revising goals, policies, actions, narrative, and maps, along with associated maps from related master plans. The City Council adopted the updated Comprehensive Plan on October 14, 2021. Many of the new actions within the updated plan are already underway or are scheduled to begin in 2022.

This Annual Review is organized into the following categories:

- The 10-Year Comprehensive Plan Update
- Infrastructure projects that were completed, under construction, or under design (includes maps)
- Programs that were hosted by City departments
- Items that were postponed due to the ongoing pandemic

- UDO Amendments

Budget & Financial Summary: N/A

Attachments:

1. FY2021 Comprehensive Plan & Unified Development Ordinance Annual Review



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

FY2021 COMPREHENSIVE PLAN & UNIFIED
DEVELOPMENT ORDINANCE (UDO) ANNUAL REVIEW





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FY2021 COMPREHENSIVE PLAN & UNIFIED DEVELOPMENT ORDINANCE (UDO) ANNUAL REVIEW

The FY2021 Comprehensive Plan & Unified Development Ordinance (UDO) Annual Review highlights the major Comprehensive Plan initiatives that occurred during FY2021. It covers the Comprehensive Plan and all associated master plans, programs, and small-area plans such as neighborhood and district plans. The review also includes amendments that were made to the UDO, which helps implement the Comprehensive Plan's vision. This Annual Review is organized into the following categories and each item is labeled with the associated plan(s), if applicable.

- The 10-Year Comprehensive Plan Update;
- Infrastructure projects that were completed, under construction, or under design;
- Programs that were hosted by City departments;
- Items that were postponed due to the ongoing pandemic, and
- UDO Amendments.



THE 10-YEAR COMPREHENSIVE PLAN UPDATE

College Station's Comprehensive Plan expresses the values and aspirations of our community. It is the broadest public policy document of the City. It covers a 20-year horizon and is meant to be a "living document." The plan provides goals and direction in the form of text, maps, and specific actions related to land use, growth and development, housing, neighborhoods, mobility, parks, the environment, economic development, and related topics. The plan is implemented over time through the City's zoning and regulations, infrastructure investments, and other public and private development decisions.

The Comprehensive Plan was originally adopted in May 2009 after thousands of hours of citizen participation. In 2019, City staff launched the 10-year evaluation of the plan – branded The Next 10 – that continued through 2020. City staff spent that time evaluating the plan, considering growth and development trends, and engaging with over 800 citizens and stakeholders from across the community. The evaluation included extensive meetings with the Comprehensive Plan Evaluation Committee, City staff, and leadership, and multiple workshops with the Planning & Zoning Commission and City Council for guidance and input. The result was the 10-Year Evaluation & Appraisal Report that recommended plan modifications in response to changing conditions. The City Council accepted the report in October 2020.

Throughout 2021, City staff worked to implement the recommended changes which included revised goals, policies, actions, narrative, and maps, along with associated maps from related master plans. There were significant updates to the plan narrative and maps including, but not limited to, updates to the Future Land Use & Character Map and Thoroughfare Plan. In addition, the plan update included associated maps from the Bicycle, Pedestrian, and Greenways Master Plan; Water System Master Plan; and Wastewater System Master Plan. Changes to future land uses, density, development patterns, and thoroughfares within the Comprehensive Plan necessitated changes to those respective maps and master plans.

City staff hosted a final round of public engagement efforts throughout August and into September 2021. This included virtual participation options and in-person open houses. Over 100 participants provided feedback in-person and staff received another 98 comments through the virtual maps and 18 online survey responses during this final check on the proposed plan update. Refinements were made based on that public input.

The updated plan was presented to the Bicycle, Pedestrian, and Greenways Advisory Board, the Parks & Recreation Advisory Board, and the Planning & Zoning Commission. All boards unanimously recommended approval of the 10-year update to the Comprehensive Plan to the City Council. The City Council adopted the updated plan on October 14, 2021.

Many of the new actions within the plan are already underway or are scheduled to begin in 2022. Beginning next year, this Annual Review will provide a more detailed assessment of the progress made on the approximately 97 actions included in the City's updated Comprehensive Plan.

ASSOCIATED PLANS

While all associated plans implement the broad goals and aspirations of the Comprehensive Plan, many of the plans contain specific actions and infrastructure projects that have been implemented throughout the last year. Each item on the following tables is labeled with the associated plan(s), if applicable. Please note, if an item is not labeled with any associated plan(s), it is an item that implements the broader Comprehensive Plan.



Bicycle, Pedestrian, and Greenways Master Plan - provides a long-term vision of the bicycle, pedestrian, and greenway facilities necessary to meet the community's needs (*adopted January 2010, updated May 2018 and October 2021*)



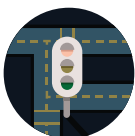
Consolidated Plan/Annual Action Plan – provides guidance for a 5-year period to allow for the effective use of federal grant funds to address the housing and community development needs of the City's low- to moderate-income population *2020-2024 Consolidated Plan adopted July 2020, Action Plans adopted annually*)



Economic Development Master Plan – provides guidance for the next 5 to 10 years to ensure growth and development advance the city's economic development objectives (*adopted September 2013, updated May 2020*)



Parks & Recreation Master Plan - identifies parks and recreation needs over a 10-year horizon and provides guidance on how to best address those needs (*adopted July 2011, undergoing an update in 2022*)



Thoroughfare Plan – is included within the Comprehensive Plan and provides the long-term plan of the major street network necessary to meet future mobility needs (*adopted 2009, updated October 2021*)



Wastewater Master Plan* - identifies the wastewater system infrastructure needed to serve future growth and rehabilitate existing areas where needed (*adopted April 2017, updated October 2021*)



Water Master Plan* - identifies the water system infrastructure needed to serve future growth and rehabilitate existing areas where needed (*adopted April 2017, updated October 2021*)

**Projects are typically not mapped as part of this Annual Review for security purposes.*



NEIGHBORHOOD, DISTRICT, AND CORRIDOR PLANS

are shorter-term, action-oriented small-area plans area that focus on the needs and opportunities within a specific geographic area. Many of the neighborhood plans are now beyond their intended time horizons. Some projects within these plans are still being implemented due to the longer time horizons needed for funding and constructing capital projects. Some items within the plans were not implemented and/or are no longer being pursued. City staff are currently auditing the five neighborhood plans to determine implementation status and completion of each plan.



Central College Station Neighborhood Plan – covers approx. 1,450 acres in the geographic center of the city
(adopted June 2010, plan horizon 2010-2017)



Eastgate Neighborhood Plan – covers approximately 567 acres in one of the older neighborhoods in the city along the eastern edge of Texas A&M University
(adopted June 2011, plan horizon 2011-2018)



Southside Area Neighborhood Plan – covers approximately 720 acres in one of the oldest neighborhoods in the city along the southern edge of Texas A&M University
(adopted September 2012, plan horizon 2012-2019)



Medical District Master Plan – creates a focused healthcare and wellness district that includes the major hospitals and medical facilities
(adopted October 2012)



Wellborn Community Plan – covers over 929 acres in the southwestern portion of the city, including much of the historic Wellborn Community
(adopted April 2013, plan horizon 2013-2023)



South Knoll Neighborhood Plan – covers over 3,500 acres of neighborhoods within the core of the city
(adopted September 2013, plan horizon 2013-2020)

INFRASTRUCTURE PROJECTS

Construction Completed

Map ID #	Project name	Responsible Party / Project Description	Associated plan(s)
1	AGGIE FIELD OF HONOR IMPROVEMENTS	CITY: Constructed a wrought iron fence and drainage flume	 PARKS AND RECREATION MASTER PLAN
2	COLLEGE AVENUE SHARED-USE PATH	TXDOT: Added a shared-use path on one side of College Avenue from University Drive to the City Limits	 BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN
3	UNIVERSITY TOWN CENTER SHARED-USE PATH	UNIVERSITY TOWN CENTER DEVELOPMENT: Added a shared-use path on one side of the public way, from Lincoln Avenue to 815 feet north of Lincoln Avenue	 BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN
4	FRANCIS DRIVE REHABILITATION PHASES 1 & 2	CITY: Rehabilitated Francis Drive from Glenhaven to Walton with bike lanes from Ashburn Avenue to Walton Drive. Rehabilitated existing water and wastewater utilities along Francis Drive.	 BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN  EASTGATE NEIGHBORHOOD PLAN  WATER MASTER PLAN  WASTEWATER MASTER PLAN
5	CITY HALL	CITY: Completed construction on the new City Hall	 EASTGATE NEIGHBORHOOD PLAN
6	MUSCO VISION AT VETERANS PARK	CITY: Live streamed softball games at Veterans Park	 PARKS AND RECREATION MASTER PLAN
7	VETERANS PARK PHASE 1B	CITY: Added a new restroom and improved drainage, field accessibility, and other amenities	 PARKS AND RECREATION MASTER PLAN
8	LUTHER STREET SIDEWALK	WEST PARK ADDITION DEVELOPMENT: Added a sidewalk on one side of Luther Street within the property boundaries (West Park Addition Blk 1, Lots 2R1 & 2R2)	 BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN  SOUTHSIDE AREA NEIGHBORHOOD PLAN
9	SOUTHSIDE NEIGHBORHOOD SAFETY IMPROVEMENTS	CITY: Widened to a minor collector with a sidewalk on one side and buffered bike lanes along Park Place from Timber Street to Glade Street. Rehabilitated the street and utilities with sidewalks on both sides along Park Place from Glade Street to Anderson Street, along Anna Street from Timber Street to Holik Street, along Glade Street from Park Place to Anna Street, and along Holik Street from Park Place to Anna Street. Rehabilitated the existing water and wastewater utilities in the vicinity of Park Place and Timber Street.	 BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN  SOUTHSIDE AREA NEIGHBORHOOD PLAN  THOROUGHFARE PLAN  WATER MASTER PLAN  WASTEWATER MASTER PLAN
10	BEE CREEK PARK & ADAMSON LAGOON IMPROVEMENTS	CITY: Refurbished a metal slide and pavilion. Demolished and rebuilt Bee Creek Park restrooms	 PARKS AND RECREATION MASTER PLAN

Construction Completed

Map ID #	Project name	Responsible Party / Project Description	Associated plan(s)
11	CENTRAL PARK IMPROVEMENTS	CITY: Demolished and rebuilt the athletic restrooms and pavilion	 PARKS AND RECREATION MASTER PLAN
12	FUN FOR ALL PHASE 2	CITY: Added restrooms and play features	 PARKS AND RECREATION MASTER PLAN
13	FEATHER RUN (RURAL MINOR COLLECTOR)	MISSION RANCH DEVELOPMENT: Extended Feather Run as a rural minor collector from Bexas Buff Pass to Briscoe Manor Court	 THOROUGHFARE PLAN
14	FEATHER RUN (MINOR COLLECTOR)	MISSION RANCH DEVELOPMENT: Extended Feather Run as a minor collector with bike lanes and a sidewalk on one side from Rock Prairie Road West to Sienna Springs Drive	 BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN  THOROUGHFARE PLAN
15	HUNTINGTON TRAIL PARK SHARED-USE PATH	THE HUNTINGTON DEVELOPMENT: Added a shared-use path through the park	 BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN
16	DOUBLE MOUNTAIN ROAD EXTENSION	MIDTOWN DEVELOPMENT: Extended Double Mountain Road as a minor collector with buffered bike lanes and sidewalks on both sides from Lady Bird Lane to Toledo Bend Drive	 BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN  THOROUGHFARE PLAN  MEDICAL DISTRICT MASTER PLAN
17	ROCK PRAIRIE ROAD SIDEWALK	WILLIAMS CREEK LAKE ESTATES: Added a sidewalk on one side of Rock Prairie Road within Williams Creek Lake Estates Phase 2A, 2B & 2C, from 200-feet south of Williams Lake Drive to 600-feet southeast of Williams Lake Drive	 BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN
18	ROYDER ROAD PHASE 2	CITY: Widened Royder Road to a major collector with bike lanes and sidewalks on both sides from Backwater Drive to Wellborn Road (FM 2154)	 BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN  THOROUGHFARE PLAN  WELLBORN COMMUNITY PLAN
	EAST SIDE FM 158 SEWER LINE	CITY: Installed a lift station and providing sanitary sewer service within Bryan City limits, as acquired College Station sewer area	 WASTEWATER MASTER PLAN
	LICK CREEK PARALLEL TRUNKLINE	CITY: Installed a 54" parallel trunkline from Lick Creek Wastewater Treatment Plant (LCWWTP) to William D Fitch Parkway	 WASTEWATER MASTER PLAN
	NORTHEAST SEWER TRUNK LINE PHASE 2	CITY: Installed a 42" sewer trunkline from Carters Creek Wastewater Treatment Plant to Raintree	 WASTEWATER MASTER PLAN

- 1 AGGIE FIELD OF HONOR IMPROVEMENTS
- 2 COLLEGE AVENUE SHARED-USE PATH
- 3 UNIVERSITY TOWN CENTER SHARED-USE PATH
- 4 FRANCIS DRIVE REHABILITATION PHASES 1 & 2
- 5 CITY HALL
- 6 MUSCO VISION AT VETERANS PARK
- 7 VETERANS PARK PHASE 1B
- 8 LUTHER STREET SIDEWALK
- 9 SOUTHSIDE NEIGHBORHOOD SAFETY IMPROVEMENTS
- 10 BEE CREEK & ADAMSON LAGOON IMPROVEMENTS
- 11 CENTRAL PARK IMPROVEMENTS
- 12 FUN FOR ALL PHASE II
- 13 FEATHER RUN EXTENSION
- 14 FEATHER RUN EXTENSION
- 15 HUNTINGTON TRAIL PARK SHARED-USE PATH
- 16 DOUBLE MOUNTAIN ROAD EXTENSION
- 17 ROCK PRAIRIE ROAD SIDEWALK
- 18 ROYDER ROAD PHASE 2



Construction Underway

Map #	Project / Location	Responsible Party / Project Description	Associated plan(s)
1	CEMETERY SALES AND MAINTENANCE SHOP	CITY: Construction of sales and maintenance shop building	 PARKS AND RECREATION MASTER PLAN
2	TRAFFIC SIGNAL AT UNIVERSITY DRIVE EAST (FM 60) & NIMITZ STREET	TXDOT: Install signal at University Drive East (FM 60) & Nimitz Street	
3	EASTGATE SIDEWALK SAFETY IMPROVEMENTS	CITY: Sidewalk safety improvements on one side along Nunn Street from Lincoln Avenue to Walton Drive, Walton Drive from Nunn Street to Puryear Drive, and Puryear Drive from North Walton Drive to James Parkway	  BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN EASTGATE NEIGHBORHOOD PLAN
4	HARVEY ROAD SHARED-USE PATH	ASCEND AT HARVEY DEVELOPMENT: Construct a shared-use path on the north side of Harvey Road from Summit Crossing Lane to Ascend Lane	 BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN
5	HARVEY MITCHELL PARKWAY (FM 2818) IMPROVEMENTS	TXDOT: Widen to a 6-lane major arterial with shared-use paths on both sides, utilizing super street concept	  BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN THOROUGHFARE PLAN
6	WOODSON VILLAGE REHABILITATION	CITY: Rehabilitate water and wastewater lines near Haines Drive, Glade Street, Dexter Drive, Timm Drive, Hawthorn Street, and Park Place	    SOUTHSIDE AREA NEIGHBORHOOD PLAN SOUTH KNOLL NEIGHBORHOOD PLAN WATER MASTER PLAN WASTEWATER MASTER PLAN
7	ADAMSON LAGOON DECKING	CITY: Pool decking improvements around Adamson Baby Pool	 PARKS AND RECREATION MASTER PLAN
8	ADAMSON & HALLARAN POOL IMPROVEMENTS	CITY: Replastering of Adamson and Hallaran Pools	 PARKS AND RECREATION MASTER PLAN
9	CENTRAL & STEEPLECHASE PARK IMPROVEMENTS	CITY: Improvements within both parks	 PARKS AND RECREATION MASTER PLAN

Construction Underway

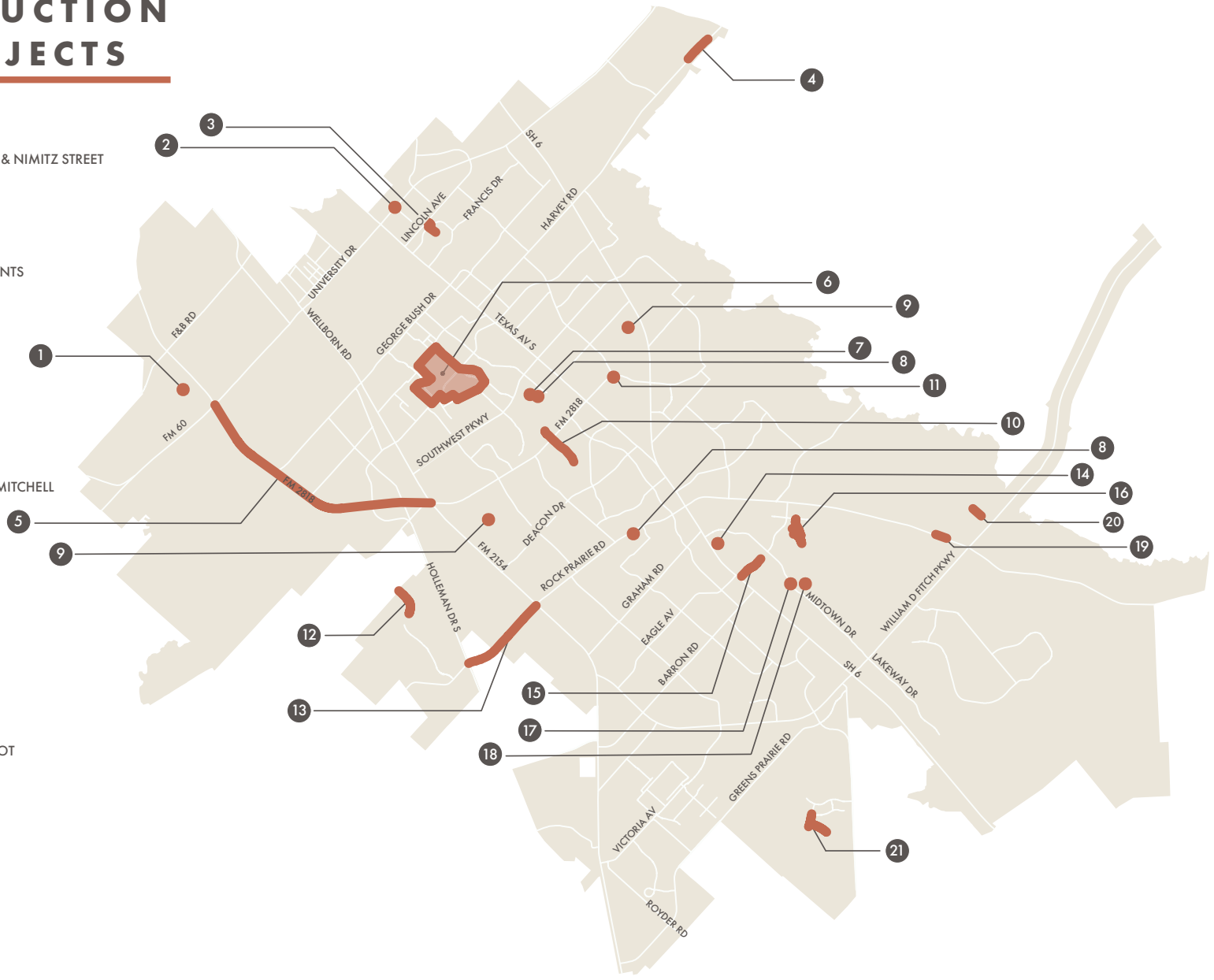
Map #	Project / Location	Responsible Party / Project Description	Associated plan(s)
10	SOUTHWOOD DRIVE SIDEWALK	CITY: Construct a sidewalk on one side of Southwood Drive from Valley View Drive to Todd Trail	 BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN  CENTRAL COLLEGE STATION NEIGHBORHOOD PLAN  SOUTH KNOLL NEIGHBORHOOD PLAN
11	TRAFFIC SIGNAL AT DARTMOUTH STREET & HARVEY MITCHELL PARKWAY (FM 2818)	CITY: Install signal at Dartmouth Street and Harvey Mitchell Parkway (FM 2818)	
12	FEATHER RUN EXTENSION	MISSION RANCH DEVELOPMENT: Extending Feather Run as a rural minor collector from Kerr Valley Lane to the existing Feather Run in the Quail Run subdivision	 THOROUGHFARE PLAN
13	ROCK PRAIRIE ROAD WEST IMPROVEMENTS	CITY: Widen Rock Prairie Road West to a major collector with buffered bike lanes and sidewalks on both sides from Wellborn Road (FM 2154) to Holleman Drive South	 BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN  THOROUGHFARE PLAN
14	ROCK PRAIRIE ELEVATED STORAGE TANK	CITY: Constructing a new 3 million gallon elevated storage tank near Rock Prairie on SH 6 with pressure reducing valves (PVR)	 WATER MASTER PLAN  MEDICAL DISTRICT MASTER PLAN
15	TOWN LAKE DRIVE	M. D. WHEELER DEVELOPMENT: Construct 2 out of 4 lanes of a minor arterial from SH 6 to 585 feet east of SH 6	 THOROUGHFARE PLAN
16	MIDTOWN RESERVE PARK SHARED-USE PATH	MIDTOWN DEVELOPMENT: Construct a shared-use path through the park from McQueeney Drive to Livingston Drive	 BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN
17	LICK CREEK TRAIL IMPROVEMENTS	CITY: Drainage improvements along existing trails	 PARKS AND RECREATION MASTER PLAN
18	LICK CREEK GREENWAY TRAILHEAD AND PARKING LOT	CITY: Construct a trailhead and parking lot	 BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN

Construction Underway

Map #	Project / Location	Responsible Party / Project Description	Associated plan(s)
19	ROCK PRAIRIE ROAD WEST SIDEWALK	WILLIAMS CREEK LAKE ESTATES DEVELOPMENT: Construct a sidewalk on one side of Rock Prairie Road West from Williams Lake Drive to 600-feet west of Williams Lake Drive	 BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN
20	WILLIAMS CREEK DRIVE	WILLIAMS CREEK LAKE ESTATES: Construct Williams Creek Drive as a rural minor collector	 THOROUGHFARE PLAN
21	LATANA WAY AND OLDHAM OAKS AVENUE	GREENS PRAIRIE RESERVE DEVELOPMENT: Extend Latana Way from Oldham Oaks Avenue to Storyteller Court and Oldham Oaks Avenue from Crystal Ridge Court to Coral River Road as minor collectors with shared-use paths on both sides	 BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN  THOROUGHFARE PLAN
	SH 6 WATER LINE PHASE 3	CITY: Construct an 18" water line from Woodcreek to Sebesta Road, a 20" waterline from Harvey Mitchell Parkway (FM 2818) to Sebesta Road, and a 12" waterline from Emerald Parkway to North Forest Parkway	 WATER MASTER PLAN
	HOLLEMAN DRIVE / WELLBORN ROAD (FM 2154) INTERSECTION UTILITY IMPROVEMENTS	CITY: Replacement of water and wastewater utilities as part of the Holleman Drive / Wellborn Road (FM 2154) Intersection project initiated by TxDOT	 WATER MASTER PLAN  WASTEWATER MASTER PLAN
	CARTERS CREEK WASTEWATER TREATMENT (CCWWTP) DEWATERING IMPROVEMENTS	CITY: Improvements to the existing CCWWTP sludge dewatering system	 WASTEWATER MASTER PLAN
	LICK CREEK WASTEWATER TREATMENT PLANT (LCWWTP) EXPANSION	CITY: Expanding LCWWTP from 2 million gallons per day (MGD) to 5 MGD while adding phosphorus removal capabilities	 WASTEWATER MASTER PLAN

FY2021 CONSTRUCTION UNDERWAY PROJECTS

- 1 CEMETERY SALES AND MAINTENANCE SHOP
- 2 TRAFFIC SIGNAL AT UNIVERSITY DRIVE EAST (FM 60) & NIMITZ STREET
- 3 EASTGATE SIDEWALK SAFETY IMPROVEMENTS
- 4 HARVEY ROAD SHARED-USE PATH
- 5 HARVEY MITCHELL PARKWAY (FM 2818) IMPROVEMENTS
- 6 WOODSON VILLAGE REHABILITATION
- 7 ADAMSON LAGOON DECKING
- 8 ADAMSON & HALLARAN POOL IMPROVEMENTS
- 9 CENTRAL & STEEPLECHASE PARK IMPROVEMENTS
- 10 SOUTHWOOD DRIVE SIDEWALK
- 11 TRAFFIC SIGNAL AT DARTMOUTH STREET & HARVEY MITCHELL PARKWAY (FM2818)
- 12 FEATHER RUN EXTENSION
- 13 ROCK PRAIRIE ROAD WEST IMPROVEMENTS
- 14 ROCK PRAIRIE ELEVATED STORAGE TANK
- 15 TOWN LAKE DRIVE
- 16 MIDTOWN RESERVE PARK SHARED-USE PATH
- 17 LICK CREEK TRAIL IMPROVEMENTS
- 18 LICK CREEK GREENWAY TRAILHEAD AND PARKING LOT
- 19 ROCK PRAIRIE ROAD WEST SIDEWALK
- 20 WILLIAMS CREEK DRIVE
- 21 LATANA WAY AND OLDHAM OAKS AVENUE



CONSTRUCTION UNDERWAY PROJECTS

Design Underway

Map #	Project / Location	Responsible Party / Project Description	Associated plan(s)
1	NORTHGATE PARK BASKETBALL COURTS	CITY: Installation of a new basketball court	 PARKS AND RECREATION MASTER PLAN
2	NIMITZ STREET SIDEWALK	CAMPUS CROSSING DEVELOPMENT: Construct a sidewalk on west side of Nimitz Street from University Drive East to 160-feet south of University Drive East	 BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN
3	LIONS PARK IMPROVEMENTS	CITY: New surfacing and lighting on basketball court	 PARKS AND RECREATION MASTER PLAN
4	LINCOLN AVENUE REHABILITATION	CITY: Rehabilitate Lincoln Avenue and utilities with shared-use paths on both sides from Texas Avenue to University Drive East	  EASTGATE NEIGHBORHOOD PLAN
5	HARVEY ROAD SIDEWALK	CRESCENT POINTE RETAIL DEVELOPMENT: Construct a sidewalk on north side from Copperfield Parkway to 675-feet northeast of Copperfield Parkway	 BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN
6	LUTHER STREET WEST REHABILITATION	CITY: Rehabilitate Luther Street West with separated bike lanes and sidewalks on both sides from Penberthy Boulevard to Marion Pugh Drive	  SOUTHSIDE AREA NEIGHBORHOOD PLAN
7	LINCOLN RECREATION CENTER PLAYGROUND	CITY - CDBG FUNDING: Demolition and installation of a new playground	 CONSOLIDATED PLAN/ ANNUAL ACTION PLAN
8	CROMPTON PARK IMPROVEMENTS	CITY: Additional lighting along the trails	 PARKS AND RECREATION MASTER PLAN
9	MCCULLOCH REHABILITATION	CITY: Rehabilitate water and wastewater lines near Arizona Street, Phoenix Street, Carolina Street, Georgia Street, Nevada Street, Holleman Drive, and Southland Street	 WATER MASTER PLAN  WASTEWATER MASTERPLAN  SOUTHSIDE AREA NEIGHBORHOOD PLAN
10	JONES BUTLER ROAD EXTENSION	CITY: Extend Jones Butler Road as a major collector with bicycle and pedestrian facilities to be determined	 BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN  THOROUGHFARE PLAN

Map #	Project / Location	Responsible Party / Project Description	Associated plan(s)
11	DEACON DRIVE WEST EXTENSION	CITY: Extend Deacon Drive West as a major collector with bike lanes and sidewalks on both sides and relocate railroad crossing at Cain Road to Deacon Drive West	 BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN  THOROUGHFARE PLAN
12	STATE HIGHWAY 6 (SH 6) IMPROVEMENTS	TXDOT: Widen SH 6 to a 6-lane highway and other interchange improvements from SH 21 to William D. Fitch Parkway (SH 40)	
13	ROCK PRAIRIE ROAD IMPROVEMENTS	CITY: Widen Rock Prairie Road to a 4-lane major arterial with bicycle and pedestrian facilities to be determined from SH 6 to Town Lake Drive	 BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN  THOROUGHFARE PLAN  MEDICAL DISTRICT MASTER PLAN
14	WELLBORN ROAD (FM 2154) IMPROVEMENTS	TXDOT: Widen Wellborn Road (FM 2154) to a 4-lane major arterial with shared-use paths on one side from William D. Fitch Parkway (SH 40) to Greens Prairie Road	 BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN  THOROUGHFARE PLAN  WELLBORN COMMUNITY PLAN
15	BARRON ROAD IMPROVEMENTS AND REALIGNMENT OF CAPSTONE DRIVE	CITY: Widen Barron Road as 4-lane minor arterial, and realign Capstone Drive, with bike lanes and sidewalks on both sides from William D. Fitch Pkwy to Denver Court	 BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN  THOROUGHFARE PLAN
16	CORPORATE PARKWAY EXTENSION	CITY: Extend Corporate Parkway as a major collector with buffered bike lanes and sidewalks on both sides	 BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN  THOROUGHFARE PLAN  MEDICAL DISTRICT MASTER PLAN
17	WILLIAM D FITCH REHABILITATION PHASE 1 & 2	CITY: Rehabilitate William D Fitch from Rock Prairie Road to SH 30	
	BEE CREEK TRUNKLINE PHASE 3 & 4	CITY: Install a larger capacity parallel trunkline from Texas Ave to SH 6	 WASTEWATER MASTER PLAN

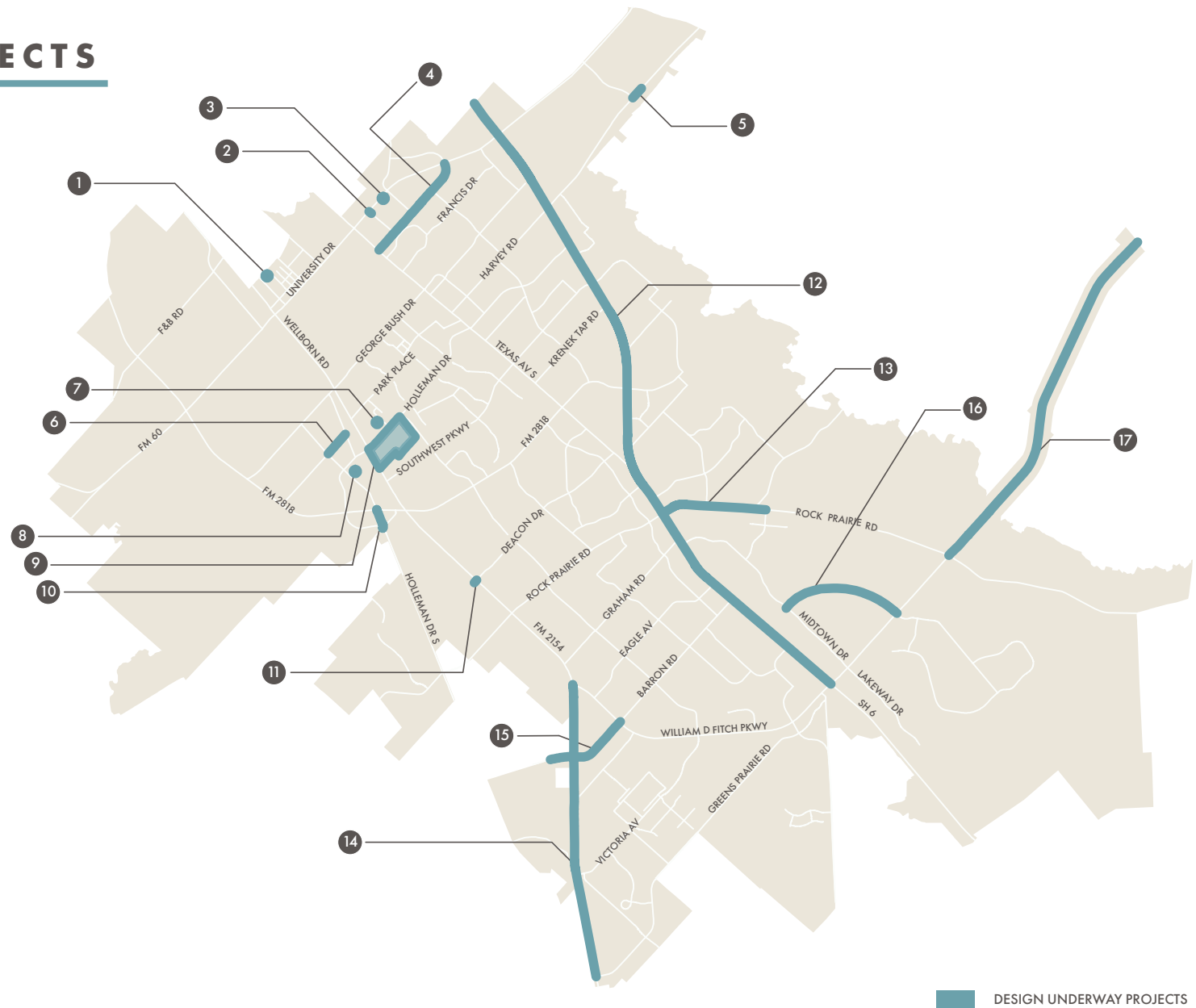
Design Underway

Map #	Project / Location	Responsible Party / Project Description	Associated plan(s)
	NORTHEAST TRUNKLINE PHASE 3 & 4	CITY: Install a larger capacity parallel trunkline from Harvey Road (SH 30) to SH 6, relocate proposed line further from creek bank	 WASTEWATER MASTER PLAN
	JONES BUTLER UTILITY LINE REHABILITATION	CITY: Relocate water and wastewater lines due to the Jones Butler Road roundabout project	  WATER MASTER PLAN WASTEWATER MASTER PLAN
	COMBINATION SANDY POINT PUMP STATION (SPPS) SITE IMPROVEMENTS	CITY: Improvements to Sandy Point Pump Station including security fencing improvements and construction of a shelter to protect and preserve the division's vehicles and equipment	 WATER MASTER PLAN
	CARTERS CREEK WASTEWATER TREATMENT PLANT (CCWWTP) FUELING STATION	CITY: Replace the existing above ground fuel tanks	 WASTEWATER MASTER PLAN
	CCWWTP BLOWER BUILDING #2 REPLACEMENT	CITY: Replace the existing aeration blowers within Blower Building #2	 WASTEWATER MASTER PLAN
	CCWWTP DIVERSION LIFT STATION & FORCE MAIN	CITY: Construct a new 4 million gallon per day (MGD) firm pumping lift station at CCWWTP and 24" force main/gravity sanitary sewer from CCWWTP to LCWWTP	 WASTEWATER MASTER PLAN



FY2021 DESIGN UNDERWAY PROJECTS

- 1 NORTHGATE PARK BASKETBALL COURTS
- 2 NIMITZ STREET SIDEWALK
- 3 LIONS PARK IMPROVEMENTS
- 4 LINCOLN AVENUE REHABILITATION
- 5 HARVEY ROAD (SH 30) SIDEWALK
- 6 LUTHER STREET WEST REHABILITATION
- 7 LINCOLN RECREATION CENTER PLAYGROUND
- 8 CROMPTON PARK IMPROVEMENTS
- 9 MCCULLOCH REHABILITATION
- 10 JONES BUTLER ROAD EXTENSION
- 11 DEACON DRIVE WEST EXTENSION
- 12 STATE HIGHWAY 6 (SH 6) IMPROVEMENTS
- 13 ROCK PRAIRIE ROAD IMPROVEMENTS
- 14 WELLBORN ROAD (FM 2154) IMPROVEMENTS
- 15 BARRON ROAD IMPROVEMENTS AND REALIGNMENT OF CAPSTONE DRIVE
- 16 CORPORATE PARKWAY EXTENSION
- 17 WILLIAM D FITCH REHABILITATION PHASE 1 & 2





PROGRAMS

Department	Program	Description	Associated plan(s)
PARKS AND RECREATION	ADULT ATHLETIC PROGRAMS	4,110 Participants	 PARKS AND RECREATION MASTER PLAN
	YOUTH ATHLETIC PROGRAMS	1,045 Participants	 PARKS AND RECREATION MASTER PLAN
	ADULT SOFTBALL TOURNAMENTS	199 Teams	 PARKS AND RECREATION MASTER PLAN
	GIRLS FASTPITCH TOURNAMENTS	832 Teams	 PARKS AND RECREATION MASTER PLAN
	YOUTH SOCCER TOURNAMENTS	281 Teams	 PARKS AND RECREATION MASTER PLAN
	YOUTH FOOTBALL TOURNAMENTS	373 Teams	 PARKS AND RECREATION MASTER PLAN
	AQUATICS INSTRUCTORS HOSTED FIRST AID, CPR, LIFEGUARD, WATER SAFETY INSTRUCTOR, AND BABYSITTING CLASSES		 PARKS AND RECREATION MASTER PLAN
	ANNUAL MONSTER BASH AT LINCOLN RECREATION CENTER		 PARKS AND RECREATION MASTER PLAN
	CHRISTMAS IN THE PARK AT CENTRAL PARK		 PARKS AND RECREATION MASTER PLAN
	LICK CREEK OUTDOOR EDUCATION		 PARKS AND RECREATION MASTER PLAN

Department	Project / Location	Description	Associated plan(s)
ECONOMIC DEVELOPMENT & TOURISM	RETAIL RECRUITMENT	Executed a purchase contract with Costco for the sale of approximately 19 acres in Midtown Business Park (MBP); issued a RFP to market 28+ acres of MBP for future commercial development in Subdistrict A	 ECONOMIC DEVELOPMENT MASTER PLAN
	INDUSTRY RECRUITMENT	Coordinated with the Brazos Valley Economic Development Corporation (BVEDC) to market property available for development at Midtown Business Park and College Station Business Center (Capex - \$44,500,000/New jobs - 515)	 ECONOMIC DEVELOPMENT MASTER PLAN
	BUSINESS RETENTION AND EXPANSION	Engaged with local businesses through Business Over Breakfast (bimonthly meetings with area business owners) and the Hospitality Insider Newsletter	 ECONOMIC DEVELOPMENT MASTER PLAN
	COVID RECOVERY	Activities to support local businesses, including: Economic Assistance Grant through the CARES Act; Hotel Occupancy Tax Deferral Program; Operation Restart; and a Shop Local Campaign	 ECONOMIC DEVELOPMENT MASTER PLAN
	CHRISTMAS IN COLLEGE STATION CAMPAIGN	Promotion of College Station as a Christmas destination, including: various local events; highlighting "Santa Certified" hotels; and a partnership with Santa's Wonderland	 ECONOMIC DEVELOPMENT MASTER PLAN
	DESTINATION ENTERTAINMENT VENUES: WOLF PEN CREEK / NORTHGATE DISTRICT	Established events such as Homegrown at Northgate and Howdy Holly-Days at Northgate; created partnerships with ChiliFest and the College Station Noon Lions Club for future Wolf Pen events	 ECONOMIC DEVELOPMENT MASTER PLAN
	AMPLIFYING EXISTING EVENTS	Developed community events, including "Dine Around Century Square" and artisan markets, as well as partnering with Reed Arena and Texas A&M Ventures	 ECONOMIC DEVELOPMENT MASTER PLAN
COMMUNITY SERVICES	MARKETING AND PROMOTIONAL STRATEGIES	Enhanced community engagement through the "All Up in Your Business" podcast, interviews with local media, Heart of Aggieland Visitor's Pass, and the "Live, Learn, Play" Campaign	 ECONOMIC DEVELOPMENT MASTER PLAN
	OWNER-OCCUPIED HOUSING ASSISTANCE - CDBG	Activities completed: 3 Down payment Assistance Loans; 4 Minor Repair Project Completed; 3 Minor Repair Projects Underway	 CONSOLIDATED PLAN/ ANNUAL ACTION PLAN
	RENTER-OCCUPIED HOUSING ASSISTANCE - CDBG & HOME	Tenant Based Rental Assistance: Security Deposits provide for 55 households; Acquisition/ Rehabilitation of 6 units by Elder Aid for future senior affordable rental units is underway	 CONSOLIDATED PLAN/ ANNUAL ACTION PLAN
	PUBLIC SERVICE AGENCY FUNDING - CDBG	Funding provided to 6 programs to provide health and human services to low-to-moderate income residents.	 CONSOLIDATED PLAN/ ANNUAL ACTION PLAN
	CSPD BACK TO SCHOOL BASH - CDBG	Provided funding to CSPD for the Back to School Bash at the Lincoln Center. The Bash is intended as an outreach opportunity for CSPD to build relationships in the historically minority and low-income neighborhoods.	 CONSOLIDATED PLAN/ ANNUAL ACTION PLAN
	CARES ACT FUNDING - CDBG-CV	22 College Station businesses received grants to assist in maintaining jobs for low-to-moderate income employees; Funding provided to CSISD Family Empowerment Program, Project Unity, Catholic Charities, and Unlimited Potential to assist with rental and utility payments for families affected by COVID.	 CONSOLIDATED PLAN/ ANNUAL ACTION PLAN



Department	Project / Location	Description	Associated plan(s)
PLANNING & DEVELOPMENT SERVICES	BICYCLE FRIENDLY COMMUNITY DESIGNATION THROUGH THE LEAGUE OF AMERICAN BICYCLISTS	Received Bronze status	CITY COUNCIL STRATEGIC PLAN
	ADOPT-A-GREENWAY PROGRAM		 BICYCLE, PEDESTRIAN AND GREENWAYS MASTER PLAN



POSTPONED ITEMS

FY2021 items that were postponed due to pandemic-related budget reductions.

Department	Project / Location	Associated plan(s)
PARKS AND RECREATION	STAR PARTY AT LICK CREEK NATURE CENTER - DELAYED	 PARKS AND RECREATION MASTER PLAN



UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENTS

Amendment	Description
RELATED AND FAMILY DEFINITION <i>(adopted December 10, 2020)</i>	Addressed public concern regarding the restrictive nature of the definitions of "family" and "related" and modernized the ordinance in accordance with legal precedent. The updated definition creates a more permissive definition of "family" that removes language referring to degrees of consanguinity (blood relation) and affinity (marriage relation), clarifies specific familial types, and codifies a new method of counting relationships to ensure a maximum of one family unit and three unrelated individuals will be allowed per dwelling unit.
RESTRICTED OCCUPANCY OVERLAY (ROO) <i>(adopted April 19, 2021)</i>	Created a new overlay zoning option for single-family subdivisions to restrict occupancy to no more than two unrelated persons. An application for a ROO requires a majority (50% + one) of a subdivision's property owners to sign a petition supporting the application. A legacy (grandfather) clause allows existing occupancy levels up to four unrelated persons to continue under certain conditions. The city's existing restrictions of no more than four unrelated persons remain for all areas without the overlay.



January 27, 2022
Item No. 9.3.
REZ2021-000010 Corner of University Dr. & Wellborn Rd.

Sponsor: Robin Macias

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption:Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A , “Unified Development Ordinance, “Article 4, Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from NG-1 Core Northgate and C-U College and University to NG-1 Core Northgate for approximately 0.288 acres generally located east of the intersection of Wellborn Road and University Drive.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): The Planning and Zoning Commission heard this item at their January 6, 2022 Regular Meeting and voted unanimously to recommend approval. Staff recommends approval of the rezoning.

Summary: This request is to rezone approximately 0.288 acres of undeveloped land generally located east of the intersection of Wellborn Road and University Drive from NG-1 Core Northgate and C-U College and University to NG-1 Core Northgate. The property was previously TXDOT right-of-way which has been abandoned. It is now in private ownership and will be developed with the adjacent property. This zoning request is to allow for the development of the abandoned right-of-way.

REZONING REVIEW CRITERIA

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

The subject tract is designated on the Comprehensive Plan Future Land Use and Character Map as Urban Center and on the Planning Areas Map as the Northgate District and a redevelopment area. The Comprehensive Plan states that the Urban Center designation is suitable for intense development with a mixture of commercial, multi-family, and office uses. The proposed zoning permits commercial, multi-family, and mixed-use development which is compatible with the Comprehensive Plan.

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

The existing C-U College and University zoning is not compatible with the development of the surrounding area. The surrounding area is designated as The Northgate District. The proposed zoning uses would be compatible with the surrounding area as it would allow for the same developments as the surrounding properties as an extension of the Northgate District.

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

The size and location of the subject property is suitable for commercial development. The site has adequate space to meet the minimal dimensional standards for the NG-1 Core Northgate zoning district. The property owner also owns the adjacent smaller tracts which can be included with this area to make a more sizeable and developable property. Since the property is no longer owned by the State, the desire is to rezone it to a developable use in conjunction with the district.

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

Domestic water and fire flow service for this tract will be provided by the City of College Station via extending an existing 8" waterline. Wastewater service for this tract will be provided by the City of College Station by an 8" sanitary sewer line. Water and sewer capacity for development of the tract is currently available, determination of any needed improvements will come with future development once the applicant has an idea of an end user. Detention is required in accordance with the BCS Unified Design Guidelines. Drainage and any other infrastructure required with the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines.

The subject property fronts onto University Drive and the off ramp towards Wellborn Road. Access to these roads is control by TxDOT, but driveway locations to either of these roads would not meet spacing requirements or TxDOT standards. Patricia Street has existing ROW that fronts this tract. Development of this tract will take access to Patricia Street. No TIA was performed for this rezoning request as a TIA is not required in the Northgate District.

5. The marketability of the property:

There is little marketability for the property under the current zoning. The proposed zoning allows for commercial, mixed-use, or multi-family development which is compatible with the surrounding area making the property more marketable.

Budget & Financial Summary: N/A

Attachments:

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM NG-1 CORE NORTHGATE AND C-U COLLEGE AND UNIVERSITY TO NG-1 CORE NORTHGATE ON APPROXIMATELY 0.288 ACRES GENERALLY LOCATED EAST OF THE INTERSECTION OF WELLBORN ROAD AND UNIVERSITY DRIVE AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

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

The following property is rezoned from NG-1 Core Northgate and C-U College and University to NG-1 Core Northgate:

FIELD NOTES DESCRIPTION

OF A
0.288 ACRE TRACT

JOSEPH E. SCOTT SURVEY, ABSTRACT 50
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 0.288 ACRES IN THE JOSEPH E. SCOTT SURVEY, ABSTRACT 50, IN COLLEGE STATION,

BRAZOS COUNTY, TEXAS, BEING ALL OF A CALLED 0.288 ACRE TRACT OF LAND CONVEYED TO RADAKOR, LLC IN VOLUME 16078, PAGE 236 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 0.288 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found on the southeast line of Patricia Street at the north corner of said 0.288 acre tract, same being the west corner of a tract of land conveyed to Radakor LLC in Volume 8725, Page 128 (OPRBCT);

THENCE, with the north line of said 0.288 acre tract, the following two (2) courses and distances:

- 1) S 39° 48' 18" E, a distance of 18.68 feet to a 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found;
- 2) S 88° 59' 12" E, a distance of 100.28 feet to a magnail with shiner stamped 'KERR 4502' found on the south line of a called 0.013 acre tract of land conveyed to Radakor, LLC in Volume 13188, Page 118 (OPRBCT) for the northeast corner hereof, from which the City of College Station monument CS94-110 bears N 51° 26' 31" W, a distance of 1,309.83 feet;

THENCE, with the northeast line of said 0.288 acre tract, S 42° 13' 02" E, for a distance of 67.01 feet to a 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found on the northwest line of University Drive - FM 60 (right-of-way width varies) for the east corner hereof;

THENCE, with the northwest line of University Drive, the following four (4) courses and distances:

- 1) S 49° 33' 02" W, a distance of 88.90 feet to a 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found for a point of curvature;

- 2) with a curve to the right, having a radius of 19.45 feet, an arc length of 30.65 feet, a delta angle of $90^{\circ} 16' 46''$, and a chord which bears $N 85^{\circ} 35' 21'' W$, a distance of 27.57 feet to 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found at the end of said curve;
- 3) $N 40^{\circ} 43' 44'' W$, a distance of 59.54 feet to 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found for a point of curvature;
- 4) with a curve to the left, having a radius of 190.32 feet, an arc length of 68.11 feet, a delta angle of $20^{\circ} 30' 22''$, and a chord which bears $N 52^{\circ} 00' 23'' W$, a distance of 67.75 feet to 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found at the end of said curve for the west corner hereof;

THENCE, with the northwest line of said 0.288 acre tract, $N 41^{\circ} 08' 44'' E$, for a distance of 45.79 feet to the POINT OF BEGINNING hereof and containing 0.288 acres, more or less.

Surveyed on the ground October 2021 under my supervision. See plat prepared October 2021 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are grid distances. To obtain surface distances (not surface areas) multiply by a combined scale factor of 1.00012 (TXDOT scale factor for Brazos County). Reference drawing: 19-323 Zoning.



Nathan Paul Kerr

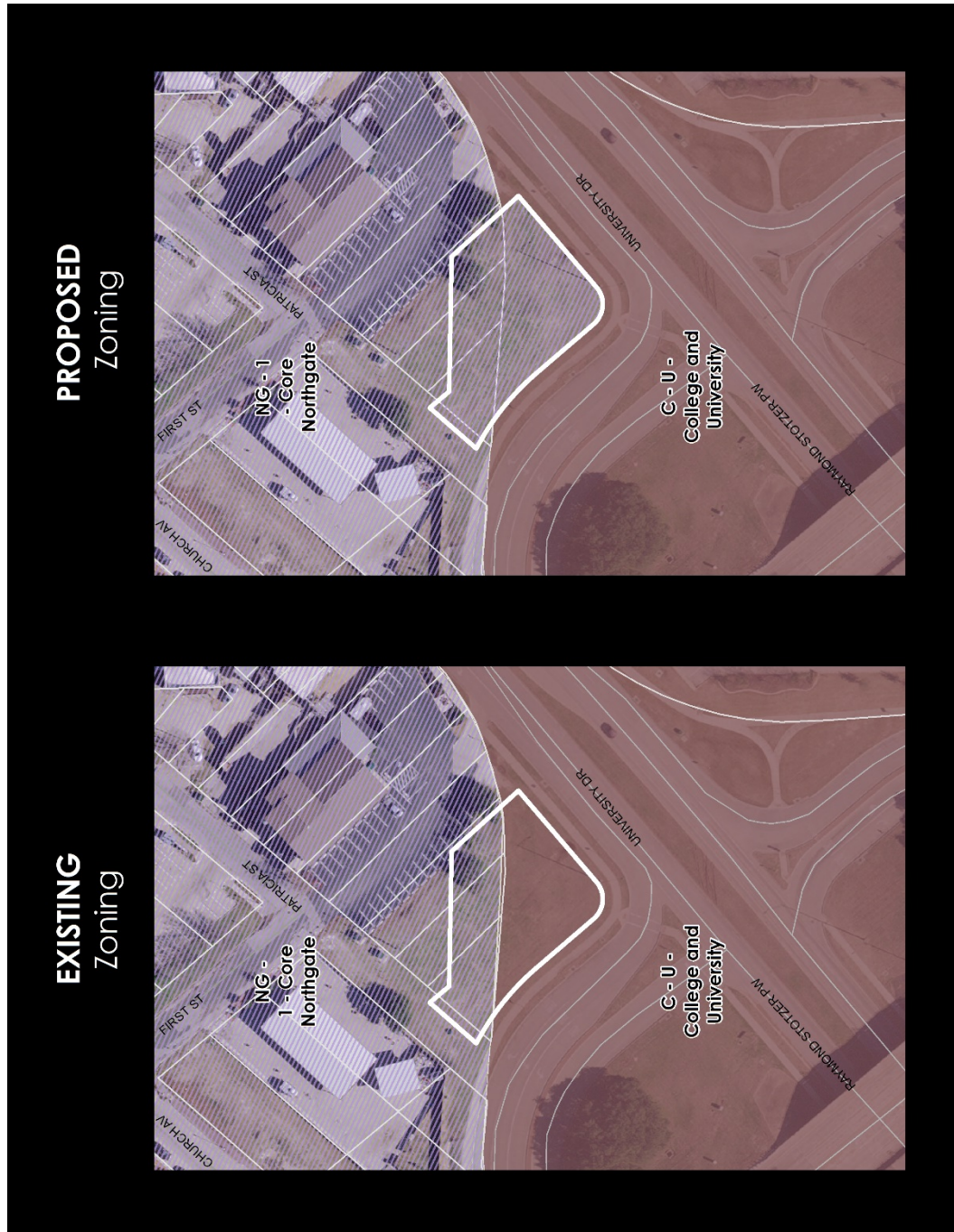
Registered Professional Land

Registered professional Land Surveyor



12/1/21

Exhibit B



POINT OF BEGINNING
1/2 INCH IRON ROD WITH
PLASTIC CAP STAMPED
'KERR 4502' SET
(REPLACES CONCRETE
RIGHT OF WAY MARKER
LOCATED AUG., 2008)

PORTION OF
PATRICK STREET
(CLOSED)

W. C. BOYETT ESTATE PARTITION
PLAT, 100/440

SCALE: 1" = 30'

NG-1 Core Northgate

N/F
RADAKOR, LLC
0.013 ACRE TRACT
13188/118

N/F
CHAD BACCUS REAL ESTATE, LLC
CALLED 0.48 ACRE TRACT
PORTION OF BLOCK 8
11081/224

MAGNOL WITH SHIRER
STAMPED 'KERR 4502'
SET IN ASPHALT

N 71°00'00" E 37.40'
RED CAP MEASURED
N 80°02'40" E 32.00'

C-U

141-A
6/591 CR

1/2 INCH IRON ROD WITH PLASTIC
CAP STAMPED 'KERR 4502' SET
(REPLACES CONCRETE RIGHT OF
WAY MARKER LOCATED AUG., 2008)

145-A
6/587 CR

C-U College and University

0.288 ACRE TRACT
(12,549 SQ. FT.)

C-U College and University

C-U College and University

1/2 INCH IRON
ROD WITH PLASTIC
CAP STAMPED
'KERR 4502' SET

144-A
6/619 CR

1/2 INCH IRON
ROD WITH PLASTIC
CAP STAMPED
'KERR 4502' SET

FORMERLY
NORMA SUE
BOYETT HENDER

C-U College and University

1/2 INCH IRON ROD
WITH PLASTIC CAP
STAMPED 'KERR
4502' SET

STORM
SEWER
MANHOLE

SIGN

F.M. 60
(UNIVERSITY BRANCH)
R.O.W. VARIES

BRAD KERR
R.P.S. 4502

LEGEND:
CONCRETE
ASPHALT

C1
R=19.45'
D=90°16'46"
ARC=30.65'
T=19.55'
CHORD=27.57'
BRG=N 85°35'21" W

C2
R=190.32'
D=2W 30°22"

ARC=68.11'
T=34.43'
CHORD=67.75'
BRG=N 52°00'23" W

NOTE:
DR = DEED RECORDS
CR = COUNTY RECORDS

BEARING SYSTEM SHOWN HEREON IS BASED ON
THE TEXAS STATE PLANE CENTRAL ZONE GRID
NORTH AS ESTABLISHED FROM GPS
OBSERVATION.

SEE METES AND BOUNDS PREPARED JULY 2019,
FOR MORE DESCRIPTIVE INFORMATION.

PLAT PREPARED 07-23-19. JOB NO. 19-323.

ORIGINAL DEED LINES
W. C. BOYETT ESTATE PARTITION
VOL. 100, PG. 440



A PLAT OF A SURVEY OF A
PORTION OF F.M. 60
A 0.288 ACRE TRACT OF LAND IN
THE J. E. SCOTT LEAGUE,
ABSTRACT NO. 50
CITY OF COLLEGE STATION
BRAZOS COUNTY, TEXAS

Page 100 of 201

POINT OF BEGINNING
1/2 INCH IRON ROD WITH
PLASTIC CAP STAMPED
'KERR 4502' SET
(REPLACES CONCRETE
RIGHT OF WAY MARKER
LOCATED AUG., 2008)

PORTION OF
PATRICK STREET
(CLOSED)

3/8 INCH IRON ROD LOCATED AUG., 2008
BEARS N 41°08'44" E 57.73', FROM
WHICH, A HOLE FOUND IN TOP OF CURB
BEARS N 41°08'44" E 36.58'
(DEED CALL: N 44°04'36" E 134.64', 1081/234)

W. C. BOYETT ESTATE PARTITION
PLAT, 100/440

N/F
RADAKOR, LLC
0.013 ACRE TRACT
13188/118

N/F
CHAD BACCUS REAL ESTATE, LLC
CALLED 0.48 ACRE TRACT
PORTION OF BLOCK 8
11081/234

SCALE: 1" = 30'

NG-1 Core Northgate

C-U

141-A
6/591 CR

1/2 INCH IRON ROD WITH PLASTIC
CAP STAMPED 'KERR 4502' SET
(REPLACES CONCRETE RIGHT OF
WAY MARKER LOCATED AUG., 2008)

145-A
6/587 CR

C-U College and University

0.288 ACRE TRACT
(12,549 SQ. FT.)

FORMERLY
NORMA SUE
BOYETT HENDER

1/2 INCH IRON
ROD WITH PLASTIC
CAP STAMPED
'KERR 4502' SET

C-U College and University

1/2 INCH IRON
ROD WITH PLASTIC
CAP STAMPED
'KERR 4502' SET

144-A
6/517 CR

Proposed new zone

NG-1 Core Northgate

C-U College and University

C1
R=19.45'
O=90°16'46"
ARC=30.65'
T=19.55'
CHORD=27.57'
BRG=N 85°35'21" W

C2
R=180.32'
D=20°30'22"

ARC=68.11'
T=34.43'
CHORD=67.75'
BRG=N 52°00'23" W

LEGEND:
CONCRETE
ASPHALT

NOTE:
OR = DEED RECORDS
CR = COURT RECORDS

BEARING SYSTEM SHOWN HEREON IS BASED ON
THE TEXAS STATE PLANE CENTRAL ZONE GRID
NORTH AS ESTABLISHED FROM GPS
OBSERVATION.

SEE METES AND BOUNDS PREPARED JULY 2019,
FOR MORE DESCRIPTIVE INFORMATION.

PLAT PREPARED 07-23-19. JOB NO. 19-323.

ORIGINAL DEED LINES
W. C. BOYETT ESTATE PARTITION
VOL. 100, PG. 440

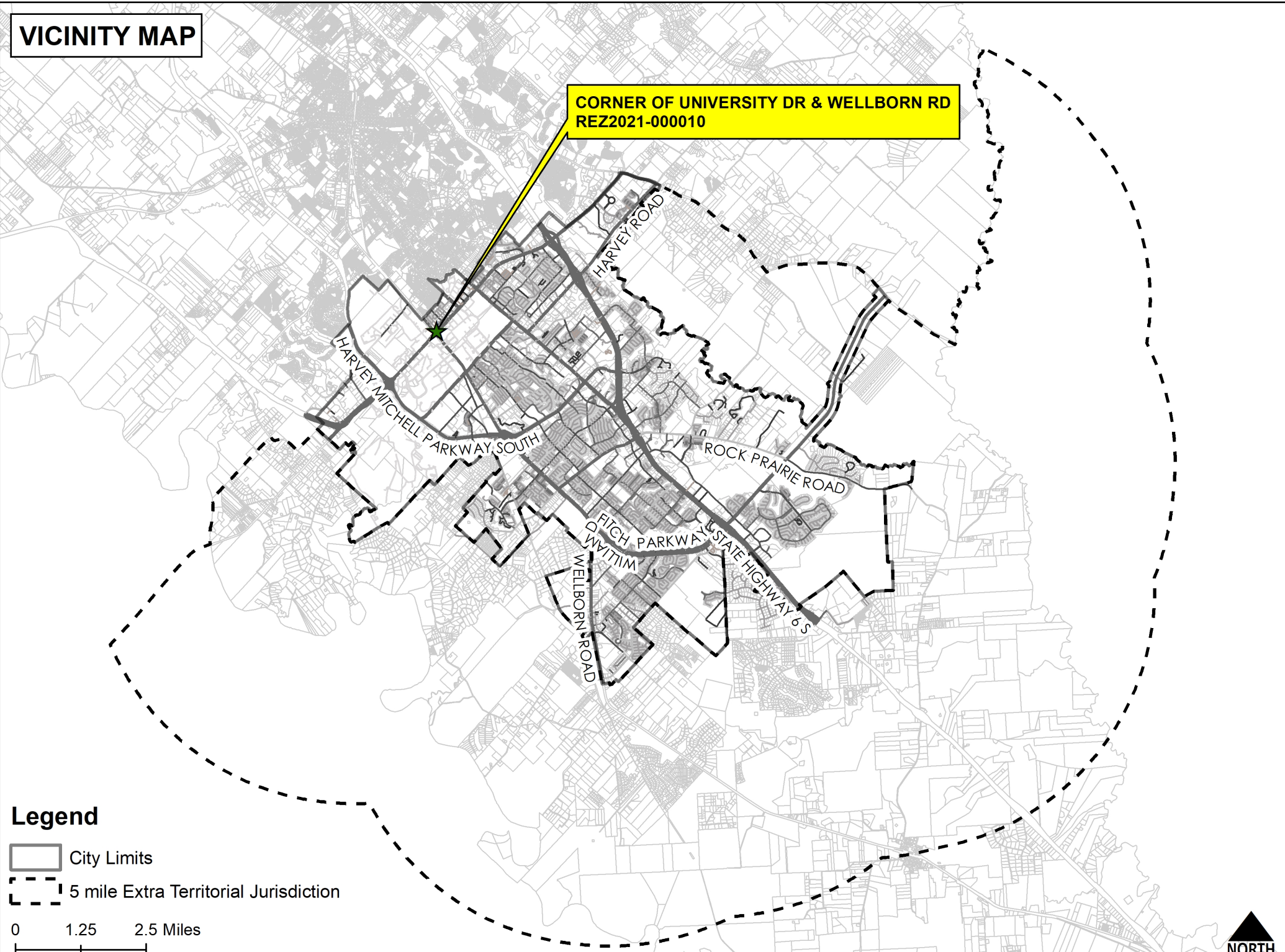
BRAD KERR
R.P.L.S. 4502

A PLAT OF A SURVEY OF A
PORTION OF F.M. 60
A 0.288 ACRE TRACT OF LAND IN
THE J. E. SCOTT LEAGUE,
ABSTRACT NO. 50
CITY OF COLLEGE STATION
BRADLEY COUNTY, TEXAS

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VICINITY MAP

CORNER OF UNIVERSITY DR & WELLBORN RD
REZ2021-000010

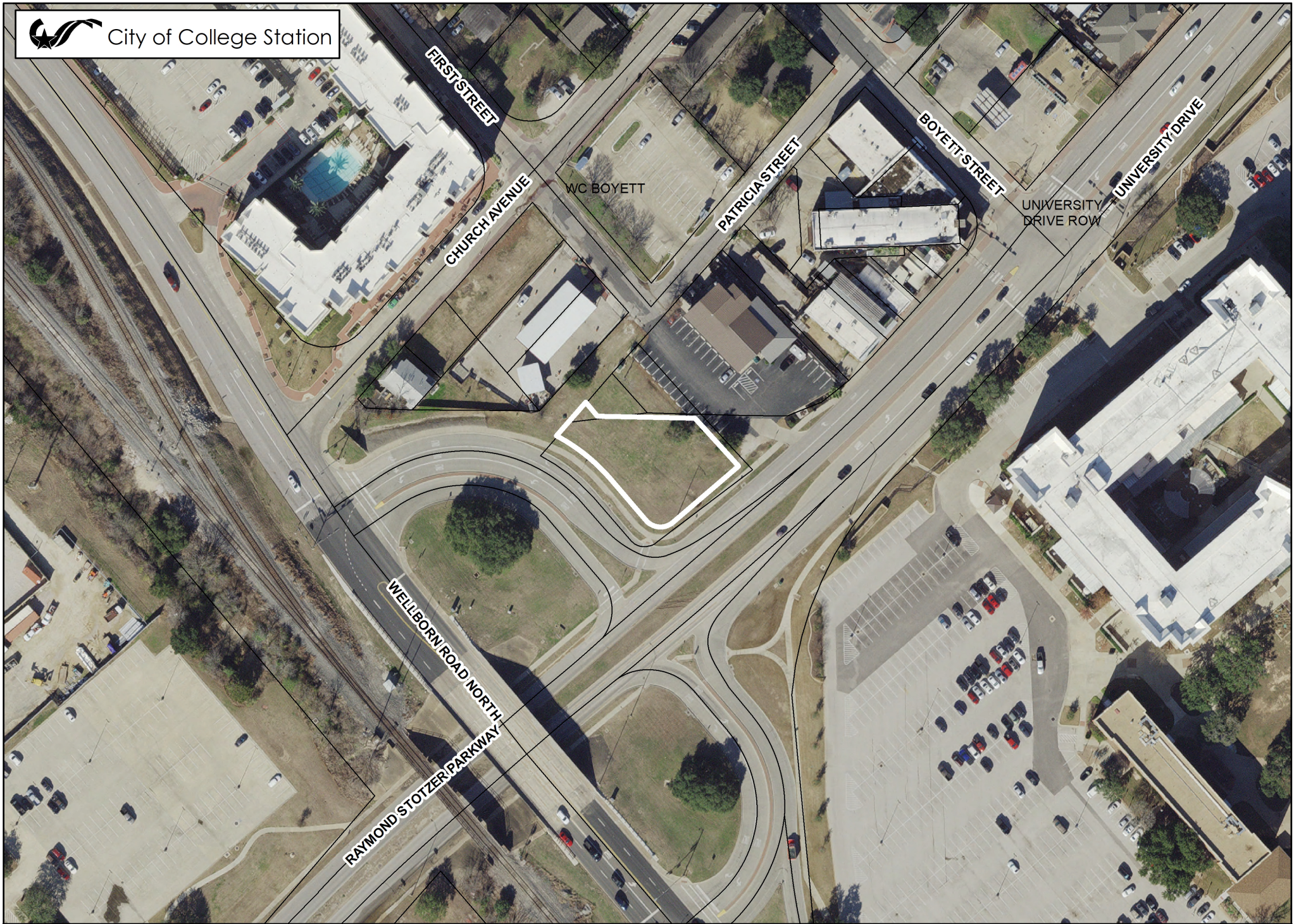


Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction

0 1.25 2.5 Miles



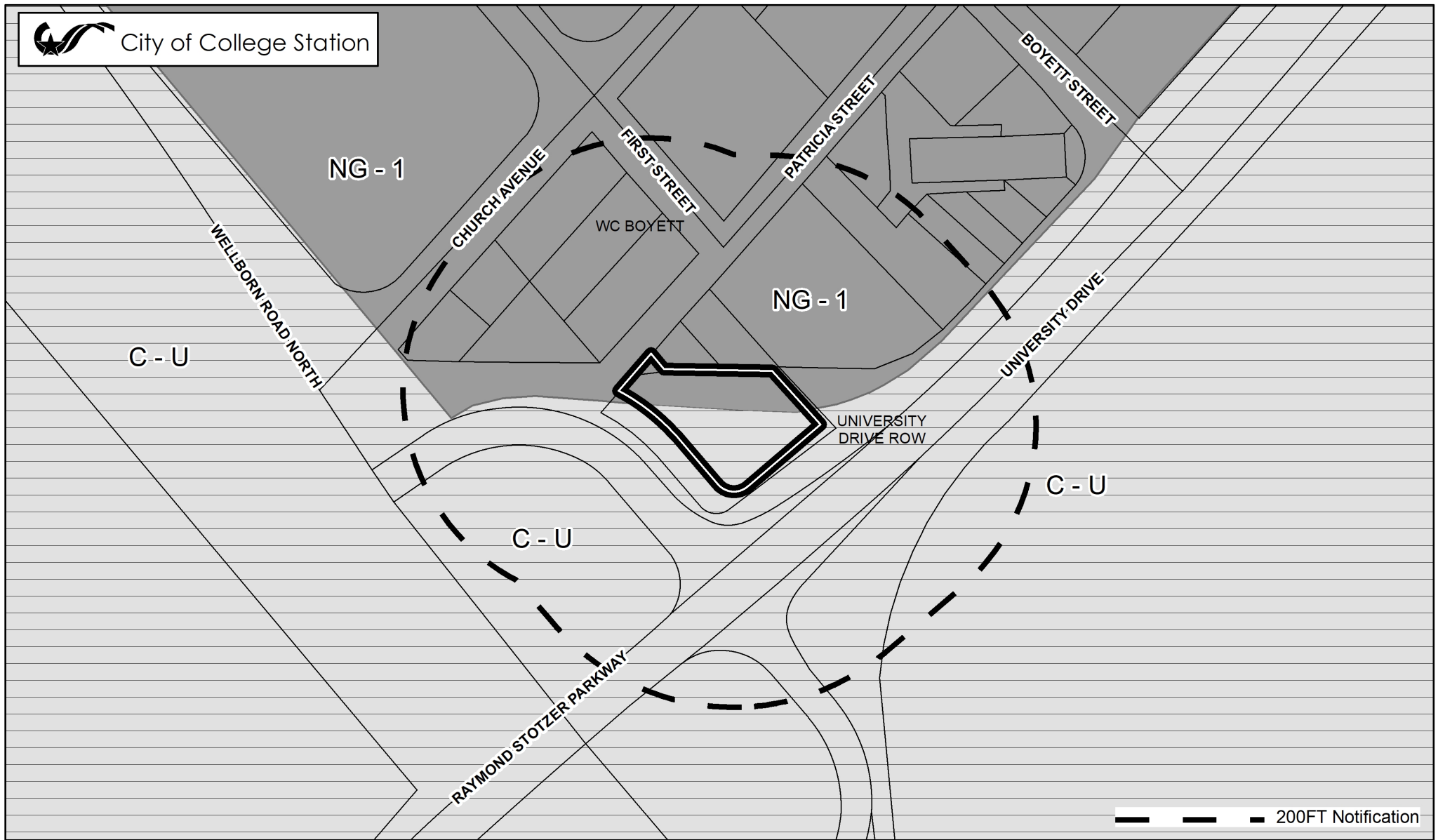


0 125 250 Feet

**CORNER OF UNIVERSITY DR &
WELLBORN RD**

Case:
REZ2021-000010

REZONING



ZONING DISTRICTS (In Grayscale)

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

Non-Residential

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

Planned Districts

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

Design Districts

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

Overlay Districts

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

Retired Districts

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



0 125 250 Feet

**CORNER OF UNIVERSITY DR &
WELLBORN RD**

Case:
REZ2021-000010

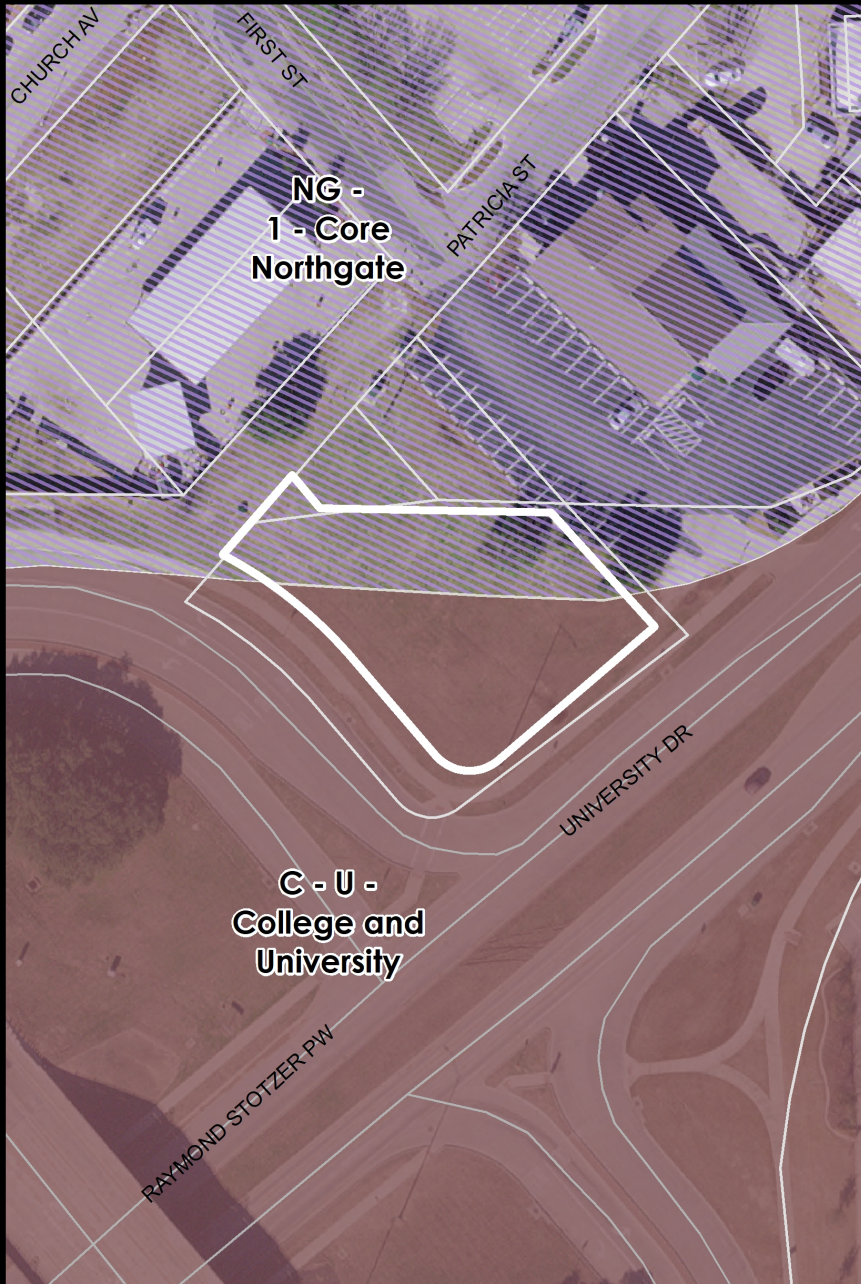
REZONING

EXISTING

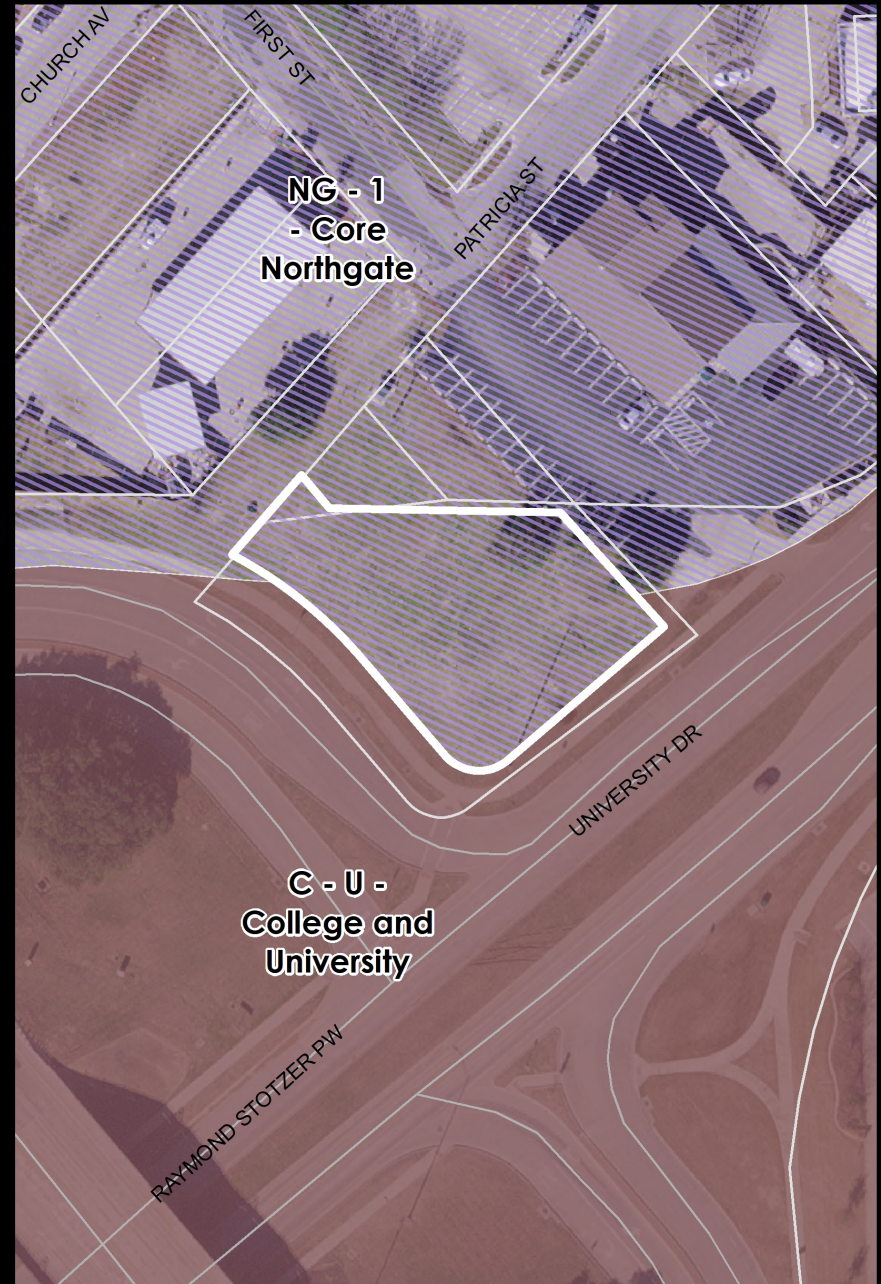
Future Land Use



EXISTING Zoning



PROPOSED Zoning



BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: January 6, 2022
Advertised Council Hearing Date: January 27, 2022

Property owner notices mailed: 9

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

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Urban Center	NG-1 Core Northgate	Commercial
South	Texas A&M University	C-U College and University	Public (College and University)
East	Urban Center	NG-1 Core Northgate	Commercial
West	Texas A&M University	C-U College and University	Public (College and University)

DEVELOPMENT HISTORY

Incorporated: October 1938
Zoning: First Business District upon incorporation (1940)
C-U College and University (1972)
Final Plat: Unplatted
Site Development: Undeveloped



REZONING APPLICATION SUPPORTING INFORMATION

Name of Project: CORNER OF UNIVERSITY DR & WELLBORN RD

Address:

Legal Description: A005001, J E SCOTT (ICL), 0.288 ACRES OUT OF UNIVERSITY ROW

Total Acreage: 0.288

Applicant:: RADAKOR LLC

Property Owner: RADAKOR LLC

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

The access ramp from University to Welborn Hwy was changed and the TXDOT property was sold to the adjacent land owner. Most of the tract is zoned NG-1 but the property that was once roadway was zoned C-U.

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

This rezoning is compatible with the Comprehensive Plan.

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

This property is suitable to be developed within the NG-1 zone guidelines.

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

This land is actually part of NG-1 but was zoned as C-U because the C-U designation covered the adjacent streets to the A&M campus. Now that the street has been moved, this land should be in NG-1. The University does not own this land so the C-U zoning does not apply.

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

This land is actually part of NG-1 but was zoned as C-U because the C-U designation covered the adjacent streets to the A&M campus. Now that the street has been moved, this land should be in NG-1. The University does not own this land so the C-U zoning does not apply.

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

This land is suitable for multiple used within the NG-1 criteria.

List any other reasons to support this zone change.

Since the University does not own this land it should not be zoned C-U.

January 27, 2022

Item No. 9.4.

Policy Resolution for Water and Wastewater Services Within the City's ETJ

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a proposed resolution that repeals and replaces Resolution No. 2-9-2006-13.04 with revisions to the City's policy on the extension of water and wastewater utility services to properties located within the City's extraterritorial jurisdiction (ETJ).

Relationship to Strategic Goals:

Core Services and Infrastructure

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

Summary: In 2006, the College Station City Council approved "Resolution No. 2-9-2006-13.04" as an official policy regarding the extension of water and sewer utility services to properties located within the ETJ of the City of College Station. In general, this resolution identified prior comprehensive plan utility objectives, prohibited water and wastewater service extensions outside of the City limits without annexation, and, in specific cases, allowed the City Council to grant exceptions.

The 2006 resolution requires updates to align with various sections of the current Comprehensive Plan. These updates will be made by repealing the 2006 resolution and replacing it with the present proposed resolution contained in this item. The proposed resolution does not make fundamental changes to the City's current policy. This item is a routine update and includes some changes that allow greater flexibility for future City Council-approved exceptions.

A general summary of the proposed revisions to the City's policy resolution is provided below:

1. Updates that will align this policy with the current Comprehensive Plan.
2. Revisions regarding ownership and operation of package sewage treatment plant facilities.
3. Revisions regarding City Council-approved exceptions to this policy, including the removal of specific cases that were previously required to grant exceptions.

Budget & Financial Summary: n/a

Attachments:

1. Utility Extension Policy Resolution_1-20-2022

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, REPEALING AND REPLACING RESOLUTION NO. 2-9-2006-13.04 WITH THIS PRESENT RESOLUTION APPROVING AN OFFICIAL POLICY REGARDING THE EXTENSION OF WATER AND SEWER UTILITY SERVICES TO PROPERTIES WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF COLLEGE STATION, TEXAS.

WHEREAS, on February 9, 2006, the City Council of the City of College Station in Resolution No. 2-9-2006-13.04 approved an official policy regarding the extension of water and sewer utility services in the City's Extraterritorial Jurisdiction; and

WHEREAS, the City Council has determined that Resolution No. 2-9-2006-13.04 should be repealed and replaced with an updated policy as contained herein; and

WHEREAS, the City Council of the City of College Station adopted its updated Comprehensive Plan in October 2021, that includes Chapter 7, Exceptional Services and Chapter 8, Growth Management and relevant action items related to water and sewer utility extension; and

WHEREAS, the Comprehensive Plan, Action 7.1 states "Prioritize utility and service improvements in existing areas. Invest in infrastructure rehabilitation within the City's older areas to maintain their viability and attractiveness and encourage infill and redevelopment where appropriate"; and

WHEREAS, the Comprehensive Plan, Action 7.11 states "Utilize municipal service cost-benefit assessments in planning utility expansion. The City should focus on areas that can be reliably and economically served within the City's capabilities. Consider an analysis of cost versus benefit when evaluating potential development agreements, municipal utility districts (MUDs) or annexation petitions"; and

WHEREAS, the Comprehensive Plan, Action 8.8 states "Use available tools to strategically manage growth pressure in the Extraterritorial Jurisdiction (ETJ). Utilize development agreements and municipal utility districts (MUDs) to manage growth pressure in areas where annexation is not feasible"; and

WHEREAS, the City of College Station has a Certificate of Convenience and Necessity for water and a Certificate of Convenience and Necessity for wastewater in certain parts of the City's ETJ in order to facilitate orderly development in that area; and

WHEREAS, under State law a certificated entity has the duty to serve in the area of convenience and necessity; and

WHEREAS, under State law cities have no land use control authority beyond the City Limits; and

WHEREAS, the City Council of the City of College Station has determined that water and sewer utility services should be extended to undeveloped areas outside of the City Limits only as a condition of annexation, except as identified herein; now, therefore,

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

PART 1: That the City Council hereby repeals Resolution No. 2-9-2006-13.04 and approves replacing it with this present resolution adopting a revised policy stating that water and sewer utility services will not be available to properties outside the City's corporate limits without a petition for annexation from said properties meeting the legal requirements of such petitions or areas not certificated to the City of College Station for that service.

PART 2: That the City Council hereby requires that if the extension of service to a property is requested and approved that is outside the City Limits of College Station, the property owner will extend utility service to the property under the supervision of City Staff and based on construction plans approved by the City Engineer. All construction will be in accordance with the fire code, TCEQ, and the City's Unified Development Ordinance, whichever is more restrictive. The cost of the extension of utility service will be borne solely by the property owner. Any upgrades in infrastructure required to meet regulatory requirements, including increasing existing system capacity, will be completed by the property owner at their expense. All applicable connection and inspection fees, and other applicable fees, rates, charges and surcharges for water and/or sewage service shall be as established in the City of College Station Code of Ordinances and Fee Resolution, as amended.

PART 3: That the City Council hereby agrees that it may grant exceptions, as it deems necessary, that are in the best interest of the City of College Station.

PART 4: That this resolution shall become effective immediately after passage and approval.

ADOPTED this _____ day of _____, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

January 27, 2022

Item No. 9.5.

Exception to Policy for Sanitary Sewer Service to 3 Vista Lane

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action to approve a resolution allowing an exception to the City's utility extension policy to allow the owner of 3 Vista Lane to construct sewer infrastructure necessary to connect to the City's sanitary sewer system.

Relationship to Strategic Goals:

Core Services and Infrastructure

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

Summary: Mr. Ken Havel, on behalf of property owner Mark Dudley, has requested the City provide sanitary sewer service to the property located at 3 Vista Lane, outside of the City's corporate boundaries. The request letter and a location map of the property are attached.

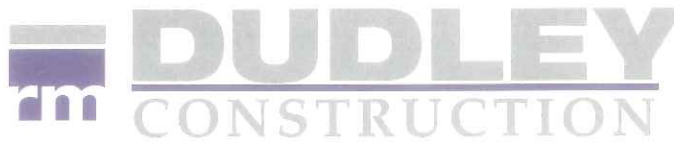
In 1992, a sanitary sewer line extension was constructed next to this property and along Lorri Lane to provide sanitary sewer service for seven properties outside of the City limits along Vista Lane and Lorri Lane.

City policy currently prohibits the extension of sewer service outside the City limits without annexation. However, the policy does allow the City Council to grant exceptions as it deems necessary in the best interest of the City. If an exception is approved, the property owner would be responsible for bearing all infrastructure costs for physically connecting to the City's sanitary sewer system and would pay an additional 50% surcharge on all established sewer rates (as defined in Resolution No. 08-12-21-8.4, as amended).

Budget & Financial Summary: City funds are not required to execute this project.

Attachments:

1. Service Request Letter
2. Property Location Map
3. Utility Extension Policy Resolution_1-20-2022
4. Resolution-Exception to Utility Extension Policy_Dudley_1-20-2022



Honorable City Council Members
City Of College Station
1101 Texas Avenue South
College Station, Texas 77842

RE: Request for Sanitary Sewer Service to
3 Vista Lane, Brazos County, Texas

Dear City Council Members,

Please accept this document on behalf of Mark Dudley to serve as a formal request to allow the extension of City of College Station sanitary sewer service in order to connect the single family residence at 3 Vista Lane - Harvey Hillside, Brazos County, Texas.

The following Exhibits "A" and "B" are provided for your review and consideration:

Exhibit "A" – Vicinity Map

Exhibit "B" – Plan/Profile sheet "Proposed Sanitary Sewer Service Improvements to 3 Vista Lane"

The purpose of this brief narrative is to present adequate information and support data necessary for members of the City Council to reach a positive consensus with regards to the above referenced items.

I understand this request is due to be heard by the City Council at the next scheduled meeting of January 13, 2022, for your consideration and approval which would then "trigger" City staff to issue us a building permit.

If there are additional questions or problems with the aforesaid, please advise me at your earliest convenience. (979) 412-7292, e-mail: ehavel@rmdudleyconstruction.com

Respectfully Submitted,

A handwritten signature in black ink that reads "EARL" in a stylized, cursive font.

Ken "earl" Havel,
Dudley Construction, LLC.

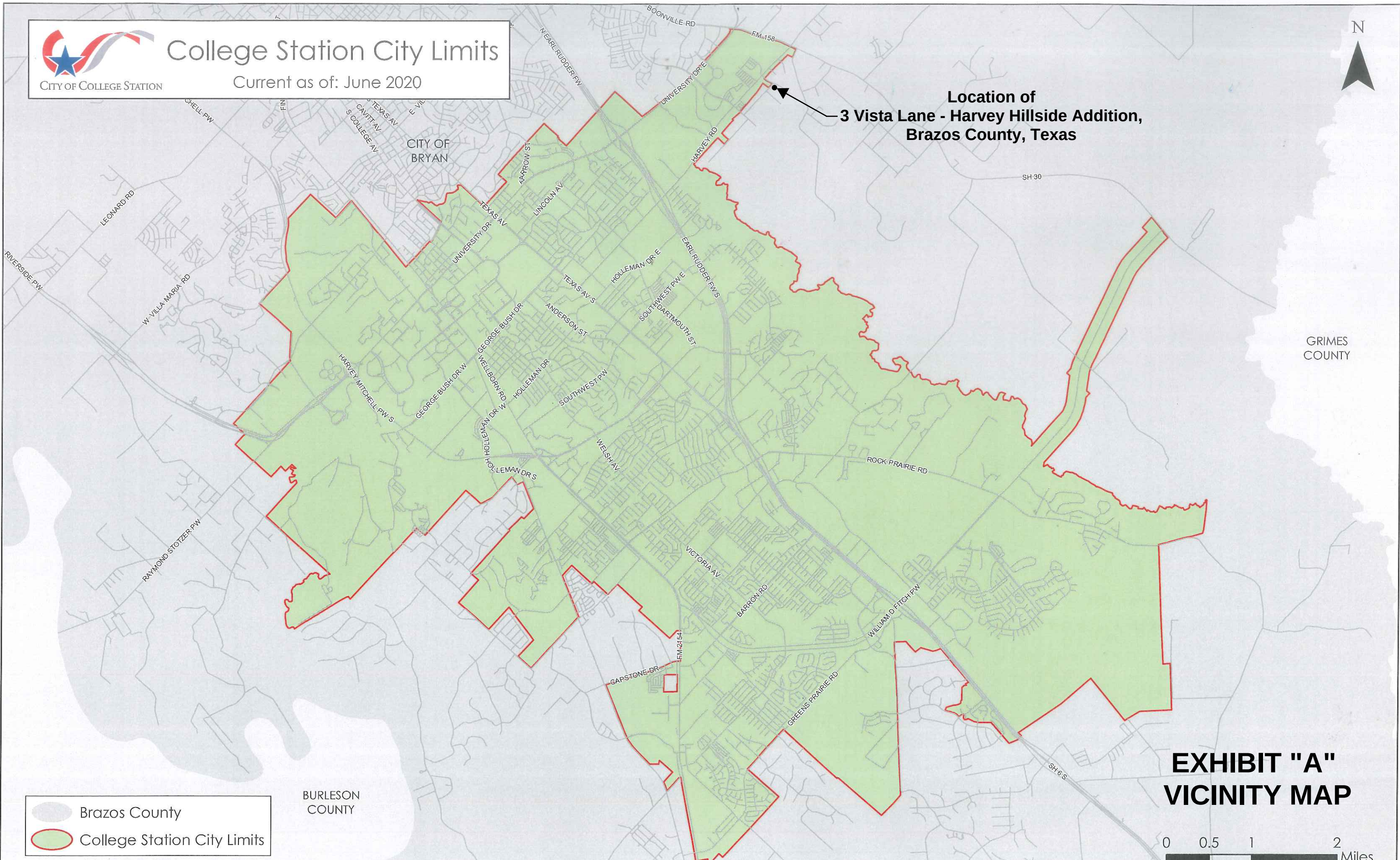


College Station City Limits

Current as of: June 2020

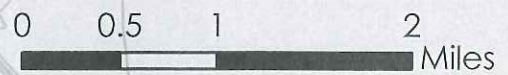


**Location of
3 Vista Lane - Harvey Hillside Addition,
Brazos County, Texas**



- Brazos County
- College Station City Limits

EXHIBIT "A" VICINITY MAP



Note: The accuracy of this data is limited to the validity and accuracy of available data, and therefore the city makes no representation or warranties as to the accuracy of the data. Any party using the data does so at their own risk. This data is produced pursuant to the Texas Public Information Act. For specific questions regarding this plan contact Planning and Development Services.

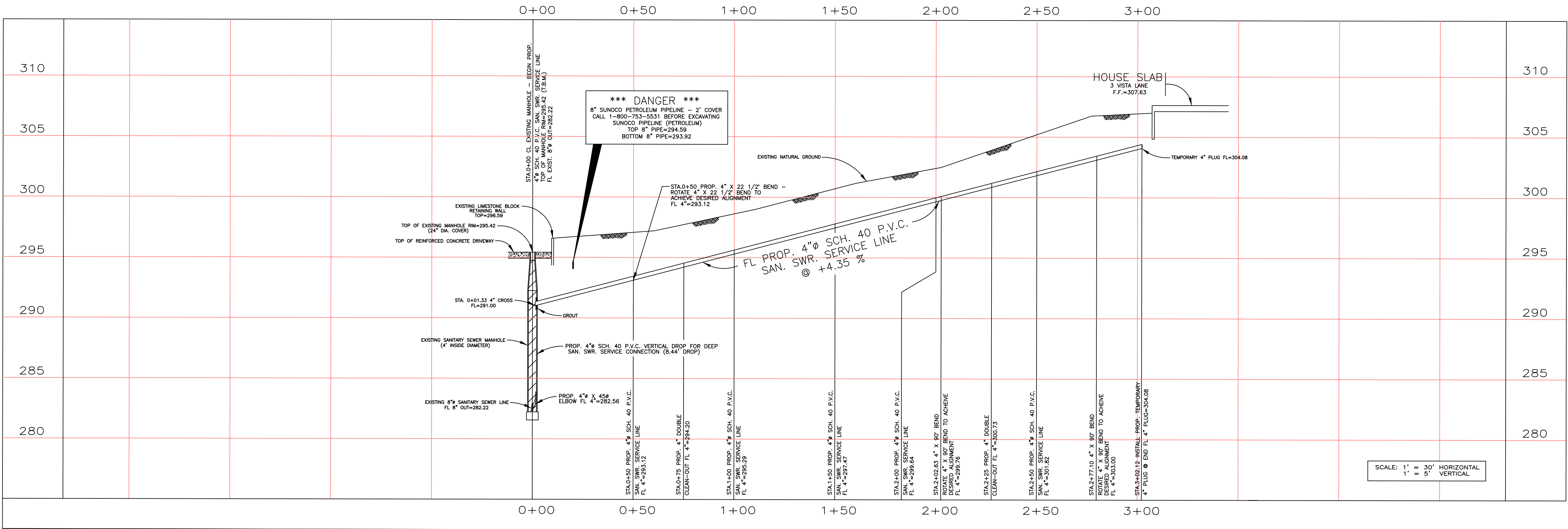
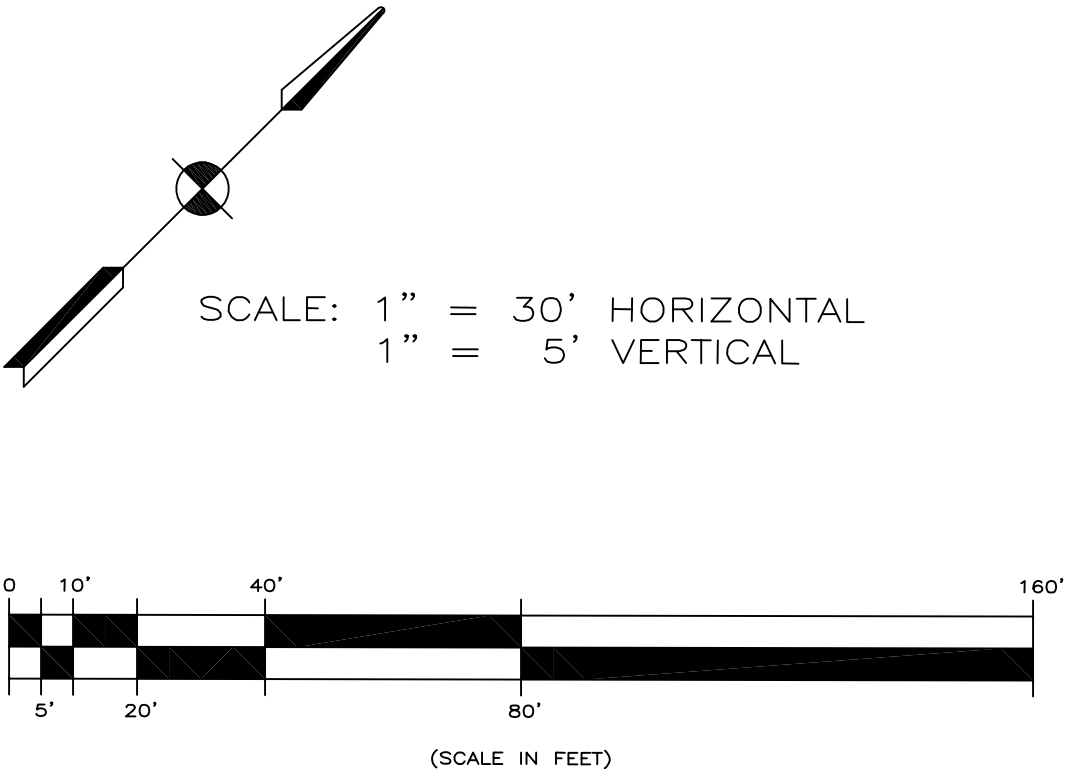
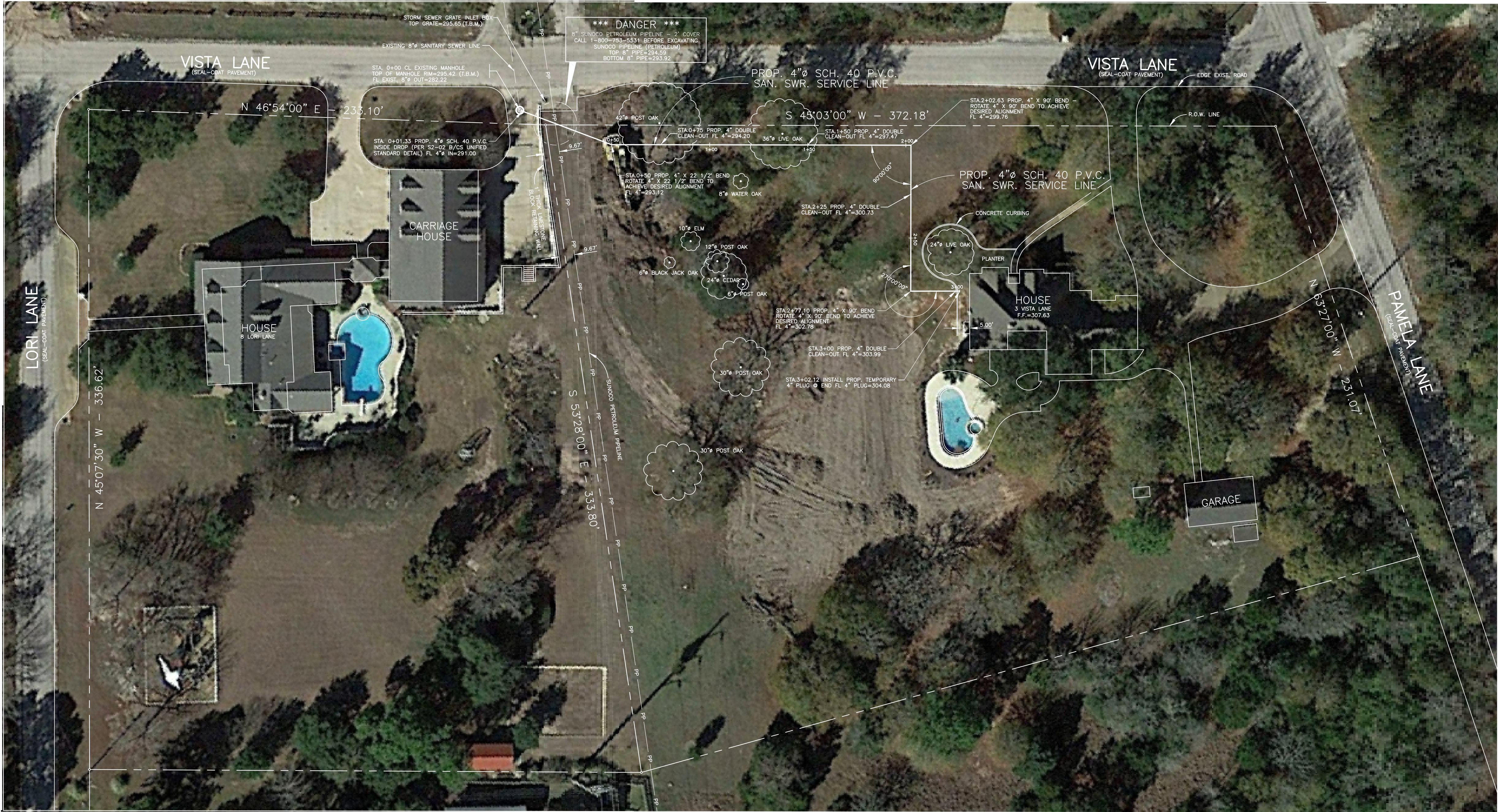


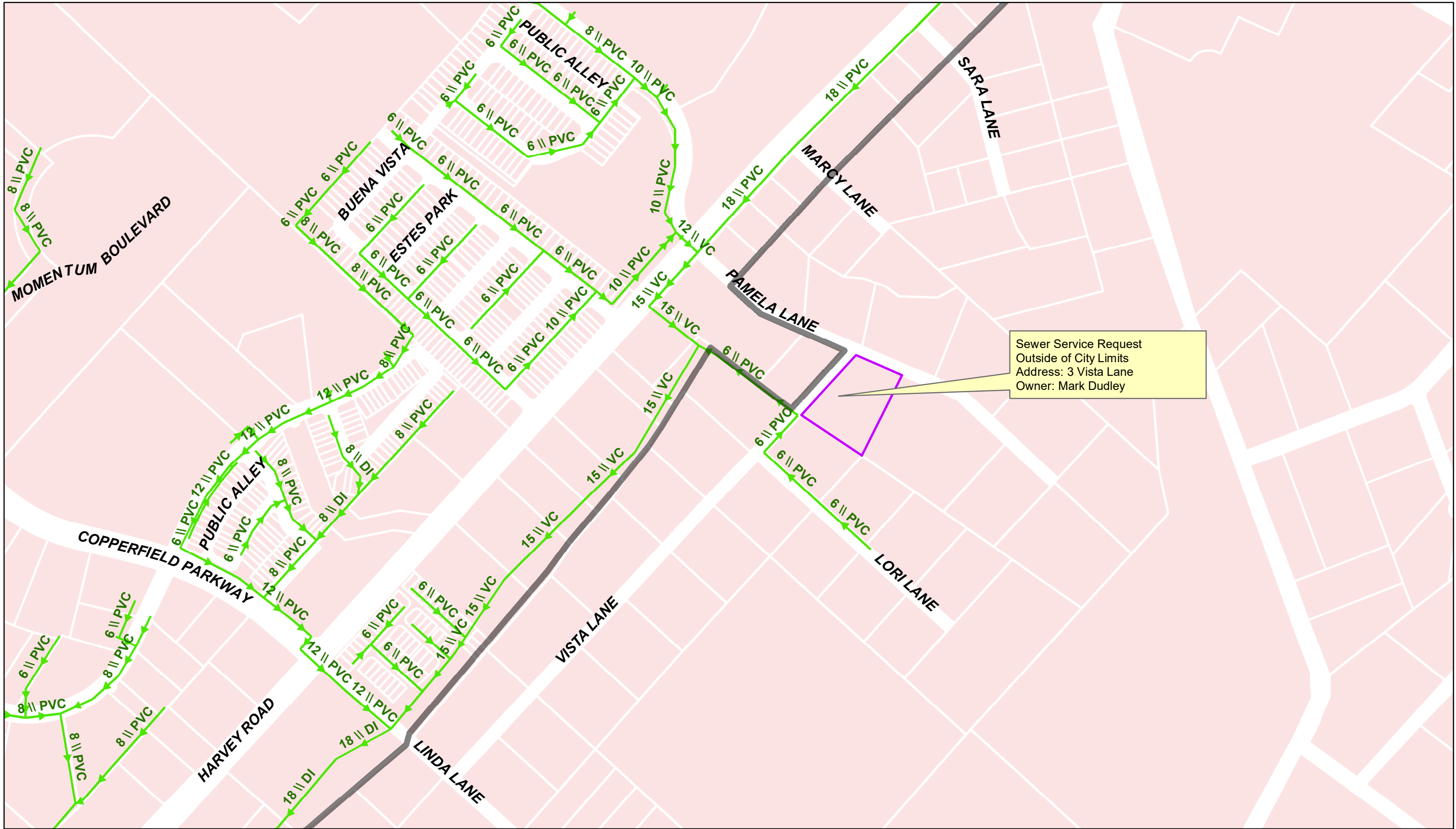
EXHIBIT "B"

PROPOSED
SANITARY SEWER SERVICE LINE
IMPROVEMENTS
TO
3 VISTA LANE
HARVEY HILLSIDES
BRAZOS COUNTY, TEXAS

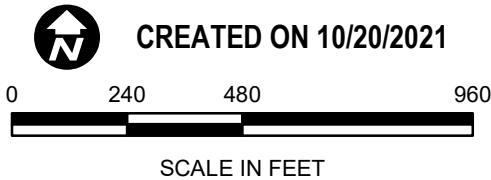
SCALE: 1" = 30' HORIZONTAL
1" = 5' VERTICAL
• OCTOBER, 2021 •

PREPARED BY:





This product is for informational purposes only and has not been prepared for and is not suitable for legal, engineering, construction, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of certain geographic features. No warranty, expressed or implied, is made by the City of College Station as to the accuracy, completeness, suitability, or timeliness of the information contained herein. The City of College Station assumes no responsibility for any private or commercial use, misuse, reliance, or interpretation of the information provided herein, or any loss resulting therefrom.



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, REPEALING AND REPLACING RESOLUTION NO. 2-9-2006-13.04 WITH THIS PRESENT RESOLUTION APPROVING AN OFFICIAL POLICY REGARDING THE EXTENSION OF WATER AND SEWER UTILITY SERVICES TO PROPERTIES WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF COLLEGE STATION, TEXAS.

WHEREAS, on February 9, 2006, the City Council of the City of College Station in Resolution No. 2-9-2006-13.04 approved an official policy regarding the extension of water and sewer utility services in the City's Extraterritorial Jurisdiction; and

WHEREAS, the City Council has determined that Resolution No. 2-9-2006-13.04 should be repealed and replaced with an updated policy as contained herein; and

WHEREAS, the City Council of the City of College Station adopted its updated Comprehensive Plan in October 2021, that includes Chapter 7, Exceptional Services and Chapter 8, Growth Management and relevant action items related to water and sewer utility extension; and

WHEREAS, the Comprehensive Plan, Action 7.1 states "Prioritize utility and service improvements in existing areas. Invest in infrastructure rehabilitation within the City's older areas to maintain their viability and attractiveness and encourage infill and redevelopment where appropriate"; and

WHEREAS, the Comprehensive Plan, Action 7.11 states "Utilize municipal service cost-benefit assessments in planning utility expansion. The City should focus on areas that can be reliably and economically served within the City's capabilities. Consider an analysis of cost versus benefit when evaluating potential development agreements, municipal utility districts (MUDs) or annexation petitions"; and

WHEREAS, the Comprehensive Plan, Action 8.8 states "Use available tools to strategically manage growth pressure in the Extraterritorial Jurisdiction (ETJ). Utilize development agreements and municipal utility districts (MUDs) to manage growth pressure in areas where annexation is not feasible"; and

WHEREAS, the City of College Station has a Certificate of Convenience and Necessity for water and a Certificate of Convenience and Necessity for wastewater in certain parts of the City's ETJ in order to facilitate orderly development in that area; and

WHEREAS, under State law a certificated entity has the duty to serve in the area of convenience and necessity; and

WHEREAS, under State law cities have no land use control authority beyond the City Limits; and

WHEREAS, the City Council of the City of College Station has determined that water and sewer utility services should be extended to undeveloped areas outside of the City Limits only as a condition of annexation, except as identified herein; now, therefore,

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

PART 1: That the City Council hereby repeals Resolution No. 2-9-2006-13.04 and approves replacing it with this present resolution adopting a revised policy stating that water and sewer utility services will not be available to properties outside the City's corporate limits without a petition for annexation from said properties meeting the legal requirements of such petitions or areas not certificated to the City of College Station for that service.

PART 2: That the City Council hereby requires that if the extension of service to a property is requested and approved that is outside the City Limits of College Station, the property owner will extend utility service to the property under the supervision of City Staff and based on construction plans approved by the City Engineer. All construction will be in accordance with the fire code, TCEQ, and the City's Unified Development Ordinance, whichever is more restrictive. The cost of the extension of utility service will be borne solely by the property owner. Any upgrades in infrastructure required to meet regulatory requirements, including increasing existing system capacity, will be completed by the property owner at their expense. All applicable connection and inspection fees, and other applicable fees, rates, charges and surcharges for water and/or sewage service shall be as established in the City of College Station Code of Ordinances and Fee Resolution, as amended.

PART 3: That the City Council hereby agrees that it may grant exceptions, as it deems necessary, that are in the best interest of the City of College Station.

PART 4: That this resolution shall become effective immediately after passage and approval.

ADOPTED this _____ day of _____, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AN EXCEPTION TO THE CITY’S UTILITY EXTENSION POLICY TO ALLOW THE EXTENSION OF SEWER UTILITY SERVICES TO THE HOME OF THE APPLICANT, MARK DUDLEY, OF 3 VISTA LANE, WITHIN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF COLLEGE STATION, TEXAS.

WHEREAS, the City of College Station adopted Resolution Number 01-27-2022-____ on January 27, 2022, which states in Part 1 “that water and sewer utility services will not be available to properties outside the City’s corporate limits without a petition for annexation from said properties meeting the legal requirements of such petitions or areas not certificated to the City of College Station for that service”; and

WHEREAS, said resolution further states in Part 3 “That the City Council hereby agrees that it may grant exceptions, as it deems necessary, that are in the best interest of the City of College Station” (such resolution referred to hereinafter as the “City’s Utility Extension Policy”); and

WHEREAS, applicant, Mark Dudley, the property owner of 3 Vista Lane, has requested an exception to the City’s Utility Extension Policy for his existing home, located in the Harvey Hillside Subdivision in the City’s ETJ; now, therefore,

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

- PART 1:** That the City Council hereby finds that an exception to the City’s Utility Extension Policy is in the best interest of the City in this instance.
- PART 2:** That the City Council hereby approves an exception to the City’s Utility Extension Policy to make sewer utility services available to the existing home of applicant, Mark Dudley, 3 Vista Lane, College Station, Texas.
- PART 3:** That the City Council hereby approves the extension of sewer utility services to the home of the applicant, Mark Dudley, 3 Vista Lane, College Station, Texas, as provided in the City’s Utility Extension Policy and City of College Station Code of Ordinances and Fee Resolution, as amended.
- PART 4:** That this resolution shall become effective immediately after passage and approval.

RESOLUTION NO. _____

Page 2

ADOPTED this _____ day of _____, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

January 27, 2022
Item No. 9.6.
Adamson Lagoon and Cindy Hallaran Pools

Sponsor: Steve Wright

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on a construction contract with Progressive Commercial Aquatics, in the amount of \$246,878 for removal and installation of plastering at Adamson Lagoon and Cindy Hallaran swimming pools.

Relationship to Strategic Goals:

Recommendation(s): Staff recommends approval of the construction contract with Progressive Commercial Aquatics.

Summary: Progressive Commercial Aquatics will remove and haul away existing plaster material and install an improved, upgraded plaster, designed to withstand bather load and extreme temperatures, at City pools. Upon completion, the contractor will supply start up chemicals and ensure a safely, balanced water chemistry.

Budget & Financial Summary: Parkland Dedication and/or General Fund

Attachments:

1. 22300211 - Progressive Commercial Aquatics inc

**CITY OF COLLEGE STATION
STANDARD FORM OF CONSTRUCTION AGREEMENT**

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and Progressive Commercial Aquatics Inc. (the "Contractor") for the construction and/or installation of the following:
Re-Plaster of City Pools (Adamson Lagoon and Hallaran).

1. DEFINITIONS

1.01 Calendar Day. The term "calendar day" shall mean any day of the week or month, no days being excepted.

1.02 City. The term "City" shall mean and be understood as referring to the City of College Station, Texas.

1.03 City's Consultant. The term "City's Consultant" or "Consultant" shall mean and be understood as referring to the City's design professional(s) for the Project.

1.04 City's Representative. The term "City's Representative" or "Representative" shall mean and be understood as referring to the City Manager or his delegate or delegates, including a project management firm if applicable, who shall act as City's agent.

1.05 Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: Two Hundred Forty-Six Thousand Eight Hundred Seventy-Eight and NO /100 Dollars (\$ 246,878.00).

1.06 Contract Documents. The term "Contract Documents" shall mean those documents listed in Paragraph 2.01.

1.07 Contractor. The term "Contractor" shall mean the person(s), partnership, or corporation who has agreed to perform the Work contemplated in this Agreement and the other Contract Documents.

1.08 Contractor's Proposal. The term "Contractor's Proposal" shall mean the document provided by the Contractor in response to, and shall include all information required by the City's Request for Proposal/Invitation to Bid for the Project.

1.09 Extra Work. The term "Extra Work" shall mean and include work that is **not** covered or contemplated by the Contract Documents but that may be required by City's Representative and approved by the City in writing **prior** to the work being done by the Contractor.

1.10 Final Completion. The term "Final Completion" shall mean that all the Work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.

1.11 Hazardous Substance. The term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which is defined as a hazardous substance by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws").

1.12 Environmental Laws. The term "Environmental laws" shall mean collectively, any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws.

1.13 Interpretation of Phrases. Whenever the words "directed", "permitted", "designated", "required", "considered necessary", "prescribed", or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of City's Representative is intended. Similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, accepted by, or satisfactory to City's Representative.

1.14 Nonconforming work. The term "nonconforming work" shall mean Work or any part thereof that is rejected by City's Representative as not conforming with the Contract Documents.

1.15 Parties. The "parties" are the City and the Contractor.

1.16 Project. The term "Project" shall mean the construction of an improvement to real property where the Work comprises either whole or a part of such construction and which may include construction by the City or separate contractors.

1.17 Project Manager. The term "Project Manager" shall mean the Contractor's Project Manager. The Project Manager shall assist the City in performing various administrative and oversight duties relating to the Work, subject to limitations in authority that must be verified by Contractor.

1.18 Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due.

1.19 Substantially Completed. The term "Substantially Completed" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including

retainage, however, shall be withheld until Final Completion and acceptance of the Work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

1.20 Work. The term "Work" as used in this Agreement shall mean the construction and services required by the Contract Documents and Exhibits, including any duly authorized change orders, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project. The Work includes but is not limited to all labor, parts, supplies, skill, supervision, transportation, services, and other facilities and all other items needed to produce, construct, and fully complete the Project.

1.21 Working Day. A "working day" means any day not including Saturdays, Sundays, or legal holidays.

2. CONTRACT DOCUMENTS

2.01 The Contract Documents and their priority shall be as follows:

- (a) This signed Agreement.
- (b) Addendum to this Agreement.
- (c) General Conditions, as may be applicable.
- (d) Special Conditions, as may be applicable.
- (e) Specifications, including the technical specifications set out at BCS Unified Design Guidelines ("Specifications").
- (f) Plans.
- (g) Instructions to Bidders and any other notices to Bidders or Contractor.
- (h) Performance bond, Payment bonds, Bid bonds and Special bonds.
- (i) Contractor's Proposal.

2.02 Where applicable, the Contractor will be furnished three (3) sets of plans, specifications, and related Contract Documents for its use during construction. Plans and Specifications provided for use during construction shall be furnished directly to the Contractor only.

2.03 The Contractor shall distribute copies of the Plans and Specifications to suppliers and subcontractors as necessary. The Contractor shall keep one (1) copy of the Plans and Specifications accessible at the work site with the latest revisions noted thereon. For proper execution of the Work contemplated by this Agreement, additional sets of drawings, plans and specifications may be purchased by the Contractor.

2.04 All drawings, specifications, and copies thereof furnished by the City shall not be re-used on other work, and with the exception of one (1) copy of the signed Contract Documents, all documents, including sets of the Plans and Specifications and "as built" drawings, are to be returned to the City on request at the completion of the Work. All Contract Documents, models, mockups, or other representations are the property of the City.

2.05 In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement, either or both in accordance with the City's interpretation. The terms and conditions of this paragraph -2.05, however, shall not relieve the Contractor of any of the obligations set forth in paragraphs 8.01. and 8.02 of this Agreement.

3. AWARD OF CONTRACT

3.01 Upon the notice of intent to award of the contract by the City, the parties shall execute this Agreement, and the Contractor shall deliver to City's Representative all documents, bonds, and certificates of insurance required herein.

3.02 Time is of the essence of this Agreement. Accordingly, the Contractor shall be prepared to perform the Work in the most expedient and efficient possible manner in order to complete the Work by the times specified in this Agreement for Substantial Completion and Final Completion. In addition, the Contractor's work on the Project shall be commenced on the date to be specified in the City's written notice to proceed. **The notice to proceed may not be given, nor may any Work be commenced, until this Agreement is fully executed and complete, including all required exhibits and other attachments, particularly those required under paragraphs 27 and 28 (Insurance & Bonds).**

4. CITY'S REPRESENTATIVE

4.01 The Contractor shall forward all communications, written or oral, to the City through the City's Representative.

4.02 The City's Representative may periodically review and inspect the Work of the Contractor.

4.03 The City's Representative shall appoint, from time to time, such subordinate supervisors or inspectors as City's Representative may deem proper to inspect the Work performed under this Agreement and ensure that said Work is performed in accordance with the Plans and Specifications.

4.04 The City's Representative shall interpret questions concerning the Contract Documents. The City's inspector has authority to reject any of the Work for failure to comply with the Contract Documents and/or applicable laws.

4.05 Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within two (2) days from receipt of such order, make written appeal to City's Representative for his decision.

5. INDEPENDENT CONTRACTOR

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

5.02 Standard of Care. The Work shall be performed in a good and workmanlike manner, and in accordance with this Agreement, and all applicable laws, codes, and regulations. The construction of the Project is subject to amendments and adjustments to the Contract required by any applicable changes in regulations or requested or approved by in writing by the City. If at any time during the progress of the Work the Contractor becomes aware

of any errors or omissions in the Plans or Specifications for this Project or that the Agreement deviates from applicable legal requirements, Contractor shall promptly provide written notice thereof to the City. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention.

5.03 The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the Work and fulfillment of this Agreement. The Contractor shall be responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. The Contractor shall appoint and keep on the Project site during the progress of the Work, including at all times subcontractors are present at the Project site, a competent English speaking Project Manager and/or superintendent and any necessary assistants, all satisfactory to City's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Project Manager and/or superintendent shall be binding as if given to the Contractor. Adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the Work, and lack of such supervision shall be grounds for suspending the operations of the Contractor and is a breach of this Agreement.

5.04 Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the Work by the Contractor. Any additional work, material, or equipment needed to meet the intent of this provision shall be supplied by the Contractor *without* claim for additional payment, even though not specifically mentioned herein.

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

6. DISORDERLY EMPLOYEES

The Contractor agrees to employ only orderly and competent employees skillful in the performance of the type of work required, and agrees that whenever City's Representative shall inform the Contractor in writing that any person or persons on the Project are, in his opinion, incompetent, unfaithful, or disorderly, such person or person shall be discharged from the Project and shall not again be re-employed on the site or the Project without City's Representative's written permission.

7. HOURS OF WORK

The Contractor may work Monday through Friday from 7 a.m. to 6 p.m., exclusive of Saturdays, Sundays, or legal holidays. The Contractor may work overtime, weekends, and holidays only when approved in advance by the City's Representative. The time for Substantial Completion shall not be affected in any way by inclusion of this section or by the City's consent or lack of consent to work outside of the times specified in this Agreement.

8. NATURE OF THE WORK

8.01 It is understood and agreed that the Contractor has, by careful examination, studied and compared the Plans and other Contract Documents, satisfied itself as to the nature and location of the Work, the conditions of the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the Work, the time needed to complete the Work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the

Work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the City as a request for information in such form as the City may require. However, the Contractor shall not perform any act or do any Work that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

8.02 Any design errors or omissions noted by the Contractor shall be reported promptly to the City, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. Any nonconformity discovered by or which reasonably should have been discovered or made known to the Contractor shall be reported promptly to the City.

8.03 If the Contractor fails to perform the obligations of Paragraphs 8.01. and 8.02., the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the City for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the City.

9. POST-AGREEMENT AWARD MEETINGS

9.01 Prior to the commencement of the Work, the parties shall meet and attend a post-agreement award meeting at the time and place determined by City's Representative. At the post-agreement award meeting, the parties shall meet, discuss, and finalize all schedules, including commencement date, and/or specifications submitted for review. No later than ten (10) days prior to the post-agreement award meeting, the Contractor shall submit to City's Representative the following documents:

- (a)** Schedule for performance of the Work ("Construction Schedule"). Project Schedule contemplated, including the starting and ending date, as well as an indication of the completion of stages of Work hereunder. Such document, once approved by the City and, if applicable, the City's Consultant shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit E**. If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance. The Construction Schedule shall not be modified except by written change order. The Construction Schedule shall not exceed time limits current under the Contract Documents, shall be submitted with each pay application, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- (b)** The names and addresses of all proposed subcontractors in writing.
- (c)** Schedules of the starting and ending dates of subcontractors and the scope of Work contemplated for subcontractors.
- (d)** Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.

(e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof.

(f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

9.02 The City's Representative, within five (5) working days after the initial post-agreement award conference or any other meetings, may submit minutes of the meeting to the Contractor. The Contractor shall thereafter have five (5) working days to review the minutes and make its objections, changes, or reductions thereto in writing. The Contractor shall thereafter sign the minutes and promptly return them to City's Representative. Where there is disagreement, City's Representative will make the final determination.

10. PROGRESS OF WORK

10.01 The Construction Schedule shall be in a detailed precedence-style critical path method ("CPM") or primavera-type format satisfactory to the City and the Consultant. The Construction Schedule shall also (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance.

10.02 Further, the parties shall be subject to the following:

(a) The Contractor shall submit a Construction Schedule and schedule of values at the initial post-agreement award meeting and subsequent meetings.

(b) City's Representative shall be entitled to make objections to the Contractor's Construction Schedule submitted herein. The Contractor shall promptly resubmit a revised Construction Schedule to City's Representative.

(c) The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.

(d) The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list the order in which the Contractor proposes to carry on the Work with dates at which the Contractor will start the several parts of the Work and the estimated dates of completion of the several parts.

(e) The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.

(f) When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that conflicts will be avoided and the various work being done by and for the City shall be coordinated.

(g) In the event that it is determined by the City that the progress of the Work is not in accordance with the approved Construction Schedule, the City may so inform the Contractor and require the

Contractor to take such action as is necessary to insure completion of the Project within the time specified.

10.03 The process of approving the Construction Schedule and updates to the Construction Schedule shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Construction Schedule. Approval of the Construction Schedule does not constitute a commitment by the City to furnish any City-furnished information or material any earlier than the City would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a claim for additional compensation or time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold the additional time and costs beyond its control to a minimum. The Contractor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the City of any delays or potential delays. In the event the Construction Schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any adjustment to the Construction Schedule constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

10.04 The Contractor shall also prepare a submittal schedule promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Consultant's approval. The Consultant's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (i) be coordinated with the Contractor's Construction Schedule; and (ii) allow the Consultant reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

10.05 In the event the City determines that the performance of the Work, as of a Milestone Date or otherwise, has not progressed or reached the level of completion required by the Contract Documents, the City shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime; (ii) supplying additional manpower, equipment, and facilities; and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The City's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule.

(a) The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the City under or pursuant to this Subparagraph.

(b) The City may exercise the rights furnished the City under or pursuant to this Subparagraph as frequently as the City deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

10.06 Work Stoppage. If in the judgment of either the City or City's Representative any of the Work or materials furnished is not in strict accordance with this Agreement or any portion of the Work is being performed so as to create a hazardous condition, they may, in their sole discretion, order the Work of the Contractor or any subcontractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

11. SITE CONDITIONS AND MANAGEMENT

11.01 Where the Contractor is working around or in existing structures, it shall verify conditions at the site, including but not limited to, door openings and passages. Any items constructed or manufactured off-site or outside of buildings shall be done so that they are not too bulky for existing facilities. The Contractor shall provide special apparatus as required to handle any such items. All special handling equipment charges shall be at the Contractor's expense. Further, Contractor shall include in its price for the Work, all labor, materials, equipment and/or engineering services required to protect the adjacent properties and/or structures from damage due to performance of the Work.

11.02 The Contractor shall be responsible for all power, light, and water required to perform the Work.

11.03 Throughout the progress of the Work, the Contractor shall keep the working area free from debris of all types, and remove from premises all rubbish, resulting from any work being done by him. At the completion of the Work, the Contractor shall leave the premises in a clean and finished condition. Any failure to do so may be remedied and charged back to the Contractor.

11.04 Layout of Work. Except as specifically provided herein, the Contractor shall lay out all Work in a manner acceptable to City's Representative in accordance with applicable City of College Station codes and ordinances. City's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor at the construction meeting, or at the Contractor's request, but this review does not relieve the Contractor of the responsibility of accurately locating all Work in accordance with the Plans and Specifications.

11.05 Lines and Grades. All lines and grades shall be furnished by the Contractor. Benchmarks and control stakes have been provided by the City's Representative. All benchmarks and control stakes shall be carefully preserved by the Contractor. In case of destruction or removal of the same by the Contractor, its subcontractors, or employees, such stakes, marks, etc. shall be replaced by the Contractor at the Contractor's expense. If the Contractor fails to do so, the City may do so and charge back the Contractor. Additional construction staking as needed for the Work, including lines and grades, shall be the sole responsibility of the Contractor, and the Contractor shall receive no extra time or compensation therefor.

11.06 The Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as any information furnished by the City, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the City and the Consultant any errors, inconsistencies or omissions discovered by or made known to the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor acknowledges the City does not represent nor warrant the accuracy or completeness of information provided by the City related to existing conditions and locations of existing utilities and services. Such information if provided, is provided to the Contractor as a matter of convenience and does not substitute for the Contractor using due diligence to reasonably observe and or to access space to determine errors, inconsistencies or omissions. In all cases of interconnection of the Work with existing conditions, Contractor shall verify at the site all dimensions relating to such existing conditions.

11.07 Contractor's Structures. The building or locating of structures or the erection of tents or other forms of protection will be permitted only at such places as City's Representative shall permit. The Contractor shall not

damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the City. The City may charge the Contractor for any damage or injury to the City, its property, or third persons as a result of the location or use of such structures.

11.08 The Contractor and any entity over whom the Contractor has control shall not erect any sign on the Project site without the prior written consent of the City.

11.09 City may have other work related to the Project performed at the Project site during the time the Work is performed. Contractor should schedule its Work to coordinate with the work of other contractors and utilities with the understanding that some of that work may be performed at times other than as set out in the Contract Documents or as otherwise anticipated. City will endeavor to have such other work performed so as not to unduly interfere with Contractor's performance when Contractor notifies City of specific reasonable needs well in advance of those needs and where it is possible to do so. In the event of substantial delay caused by another contractor or a utility, after advance notice of its needs by Contractor, Contractor will be entitled to make a claim for an extension of time as provided herein.

11.10 When two or more contractors, including Contractor, are employed on related or adjacent work or obtain materials from the same material source, or when work must be completed by one contractor before another can begin, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor, including Contractor if applicable, shall be responsible to the other for all damage to work, to persons, or to property caused to the other by his operations, and for loss caused the other due to unreasonable or unjustified delays or failure to finish the work or portions thereof, or furnish materials within the time requested. Should Contractor cause damage to the work or property of any separate contractor at the Project site, or should any claim arising out of Contractor's separate contractor at the Project site, or should any claim arising out of Contractor's performance of the Work be made by any separate contractor against Contractor, City or other consultants, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute. **Contractor shall, to the fullest extent permitted by applicable laws, indemnify and hold City harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against City to the extent based on a claim arising out of Contractor's negligence.**

12. MATERIALS

12.01 Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

12.02 All materials shall be approved by the City prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other agreement reserving

unto seller any right, title, or interest therein. Title to all materials, but not risk of loss, shall pass to the City upon delivery to the Project.

12.03 Where the City deems it necessary to supply materials, it may furnish to the Contractor the list of materials set forth in the attached "List of City Furnished Materials". Upon receipt of said materials, the Contractor shall immediately furnish to the City a written receipt. Moreover, the Contractor shall, on behalf of the City, accept delivery of the materials set forth in the attached "List of Materials Ordered by the City". Under such circumstances, the Contractor shall promptly forward to the City for payment the supplier's invoice together with the Contractor's receipt in writing for such materials.

- (a) Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.
- (b) Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.
- (c) Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.
- (d) The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.
- (e) Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense and shall be responsible for all shipping costs.

12.04 Materials and supplies shall be new and of good quality. Upon request, the Contractor shall supply proof of quality and manufacturer. No refurbished, reconditioned, or other previously utilized materials or supplies will be used without the prior signed authorization of City's Representative. The Contractor may utilize substitutes of equal quality and function only upon the prior written authorization of the City's Representative. The City's Representative may require documentation as to quality and function, including manufacturer's specifications, to insure that the proposed substitute is equal to the required material or supply. The City's Representative shall have sole discretion over the use of substitute materials and supplies. Contractor shall bear the risk of any delay in performance caused by submitting substitutions.

12.05 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

12.06 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

12.07 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

12.08 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

12.09 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals.

12.10 The Contractor shall review for compliance with the Contract Documents, approve and submit to the City's Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the City's Consultant or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or of separate contractors.

12.11 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the City and City's Consultant that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

12.12 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the City's Consultant.

12.13 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the City's Consultant in writing of such deviation at the time of submittal and (1) the City's Consultant has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the City's Consultant's approval thereof.

12.14 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the City's Consultant on previous submittals. In the absence of such written notice, the City's Consultant's approval of a resubmission shall not apply to such revisions.

12.15 Contractor shall be liable for and the City may withhold from Contractor's payments any amount of additional fees charged by City's Consultant for excessive resubmittal review.

13. ENTRY, OBSERVATION, TESTING & POSSESSION

13.01 The City reserves the right to enter the Project site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City further reserves the right to enter the Project site or sites for the purpose of performing such collateral work as the City may desire.

13.02 The City's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the Work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by City's Representative and shall give ample notice as to the time each part of the Work will be ready for observation.

13.03 The City's Representative may require Contractor to remove, dismantle, or uncover completed work. If the work is not in accordance with the Plans, Specifications, or other Contract Documents, the Contractor shall pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. Unless Contractor is obligated to provide advance notice of inspection, prior to covering up the work, and fails to do so, if said work is in accordance with the -Plans, -Specifications, and other Contract Documents, the City shall pay the costs of repair and restoration of the work.

13.04 City shall have the right to take possession of and use any completed or partially completed portions of the Project prior to the time for completing the entire Project or such portions which may not have expired. The parties agree and understand that possession and use shall not constitute an acceptance of any work not completed in accordance with this Agreement. Further, insurance changes required to keep Contractor's insurance in effect shall be the responsibility of Contractor.

14. REJECTED WORK

14.01 All work deemed not in conformity with this Agreement as determined by the City in its sole discretion, may be rejected by the City. City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the Work in accordance with the requirements of this Agreement and the other Contract Documents.

14.02 If the work or any part thereof is rejected by the City, it shall be deemed by City's Representative as not in conformity with this Agreement. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

(a) The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.

(b) If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

14.03 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including City's expenses and compensation for the City's Consultant's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City.

15. SUBCONTRACTING & SUBCONTRACTORS

15.01 The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this Agreement. The Contractor further agrees that subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its full obligation to the City as provided by this Agreement.

15.02 Subcontractors must be approved by City's Representative prior to hiring or beginning any work on the Project. If City's Representative judges any subcontractor to be failing to perform the Work in strict accordance with the drawings and specifications, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. Contractor's subcontract agreement shall provide that subcontractors shall assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Work, which the Contractor, by these Documents, assumes toward the City and Consultant. 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.

16. PAYMENT

16.01 The City stipulates that it is an exempt organization as defined by the Limited Sales, Excise and Use Tax Act and, as such, is exempt from the payment of the sales tax on materials and supplies used in the performance of this Agreement. The Contractor shall issue exemption certificates to its suppliers and subcontractors in lieu of said sales tax for all such materials and supplies, and said exemption certificates must comply with the State Comptroller's Ruling No. 95-0.07 and shall be subject to the provision of the State Comptroller's Ruling No. 95-0.09, effective October 1, 1969.

16.02 Progress Payment Applications. The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by City's Representative. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require ("Schedule of Values"). The Schedule of Values shall not overvalue early job activities and shall follow the trade divisions of the Specifications so far as possible. Modifications must be approved by City. This schedule, unless objected to by the City, shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit F**. The Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 15th day of each month, the Contractor shall submit to City's Representative, for approval or modification, a statement, backed by the Schedule of Values, showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the *preceding* month. The statement shall also include the value of all materials not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the Work.

16.03 Progress Payments. On or before the **30th** calendar day following the City's receipt of a progress payment application made in conformity with Paragraph 16.02, the City shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment, and the recommendation and approval of City's Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of Work completed by the Contractor and approved by the City, but in each case less the aggregate of payments previously made, less retainage, and less amounts as City's Representative shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion, including the delivery of all close out documents, such as "as built" drawings, warranties, guarantees, required additional materials, releases, operation and maintenance manuals, and acceptance of the Work in accordance with this Agreement, the City shall pay the remainder of the balance due under this Agreement, less any sums withheld under other terms of this Agreement and less the retainage, which shall be retained for a period of thirty (30) calendar days from the date of Final Completion. Acceptance of retainage by Contractor shall constitute a Waiver and Release of all claims by Contractor.

☒ **16.04 Retainage.** From each approved statement, the City shall retain until final payment, ten percent (10%), where the full contract amount is less than \$400,000.00, and five percent (5%), where the full contract amount is \$400,000.00 or more. The City may also retain from each approved statement any other sums authorized under the terms of this Agreement.

OR:

☐ **16.04 Retainage.** This section has been removed. No retainage will be deducted.

16.05 If the actual amount of work to be done and the materials to be furnished differ from estimates and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.

16.06 Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. In the event that materials have been delivered prior to notice of such reduction, the City will have the option either to pay freight & transportation costs and any re-stocking charges actually incurred by the Contractor or to purchase the materials. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job, whether bid on a unit price or lump sum basis.

16.07 The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the Work hereunder. The Contractor shall not and shall have no authority whatsoever to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

16.08 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

16.09 Unless otherwise provided in the Contract Documents:

(a) Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

(b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances; and

(c) Whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Paragraph 16.9(a) and (2) changes in the Contractor's costs under Paragraph 16.9(b).

16.10 Suspension of Payments. The City, at any time, may suspend monthly progress payments on the Work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the Work due to actual default or that the Contractor has represented or done some act that indicates that it will not complete the Work in accordance with this Agreement or within the time period submitted in its bid. Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

16.11 Withhold Funds. Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under Paragraph 16.04, withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following, or as otherwise provided in this Agreement:

(a) Defective work.

(b) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.

(c) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.

(d) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.

(e) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.

(f) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.

(g) City's determination of an amount of liquidated damages.

(h) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.

(i) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.

(j) Corrections of mistakes, errors and overpayments in relation to prior pay applications and payments.

Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

17. EXTRA WORK CHARGES

17.01 No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City.

17.02 City Manager Approval. When the original contract amount plus all change orders is **One Hundred Thousand Dollars (\$100,000)** or less, the City Manager or his designee may approve the written change order in accordance with 17.03 below, provided the change order does not increase the total amount set forth in the Contract to more than **One Hundred Thousand Dollars (\$100,000)**. For such contracts, when a change order results in a total contract amount that exceeds **One Hundred Thousand Dollars (\$100,000)**, the City Council of the City must approve such change order prior to commencement of the services or work.



17.03 For "Extra Work", as defined in Paragraph 1.09 and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original Contract price may not be increased by more than **twenty-five percent (25%)**. Written change orders that do not exceed **twenty-five percent (25%)** of the original Contract Amount may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of **Fifty Thousand Dollars (\$50,000.00)** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

OR:



17.03 For construction contracts funded in whole or in part by Certificates of Obligations, for "Extra Work," as defined in Paragraph 1.09 and authorized through written change orders, and pursuant to Section 271.060 of the Texas Local Government Code, a contract with an original contract price of \$1 million or more may not be increased by more than **twenty-five percent (25%)**. If a change order for a construction contract funded in whole or in part with certificates of obligation that has an original price of less than \$1 million increases the Contract Amount to \$1 million or more, subsequent change orders may not increase the revised Contract Amount by more than **twenty-five percent (25%)**. Written change orders may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of **Fifty Thousand Dollars (\$50,000.00)** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

17.04 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Contractor shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the Work shall not excuse the Contractor from

performing all the Work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the Contractor fails to perform the Work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the Work and the Contractor shall assume and pay the costs of the performance of the Work as contracted.

(a) It is agreed that the Contractor shall perform all Extra Work under the direction of City's Representative when presented with a written work order signed by City.

(b) **No claim for Extra Work of any kind will be allowed unless ordered in writing by the City.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to City's Representative for a written order from City authorizing such Extra Work.

(c) Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the City insists upon its performance, then the Contractor shall proceed with the Work after making written requests for written orders in a change order and shall keep adequate and accurate account of the actual field costs therefor, as provided under Method C.

(d) It is also agreed that the compensation to be paid to the Contractor for performing Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices, or

Method B - By agreed lump sum, or

Method C - If neither Method A nor Method B is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the actual field cost (as defined in subsection (g) below) of the Work.

(e) **Method A - Unit Prices.** The Contractor agrees to perform Extra Work for the unit prices in the Contractor's Proposal. The Contractor also agrees and warrants that when it is necessary to construct units not shown in the Contract Documents, it shall construct such units for a price arrived at as follows:

(1) The cost of materials shall be determined by the invoices;

(2) The cost of labor shall be the reasonable cost thereof, as determined by the City, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio. Provided, however, that the ratio shall be calculated for only those units that are similar to the new unit for which a price is to be determined.

(f) **Method B - Lump Sum.** The lump sum shall be reasonably close to the amount for similar work previously done or combinations of similar units. Invoices for materials used shall be provided in support of the agreed lump sum.

(g) **Method C - Actual Field Costs.** The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property damage, workers' compensation, and all other insurance as may be required by law or ordinances or required and agreed to

by the City or City's Representative. City's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these accounts shall be made available to City's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs shall not exceed the prevailing market price therefor within reasonable tolerances as determined by City's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:

- (1) No indirect or consequential damages will be allowed.
- (2) All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned man loading to actual man loading, or any other analysis that is used to show damages indirectly.
- (3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- (4) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

18. TIME OF COMPLETION

18.01 The date of beginning, the time for Substantial Completion and Final Completion of Work as specified in this Agreement are of the essence of this Agreement.

18.02 The Work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed may be given orally or set by the City's Representative at the post-award conference.

18.03 The Work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative. The Contractor bid calendar days for the time within which it shall reach Substantial Completion of the Project.

18.04 The Work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion.

19. SUBSTANTIAL COMPLETION

19.01 The Contractor shall notify City's Representative when, in the Contractor's opinion, the Contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given City's Representative written notice that the Work has been Substantially Completed, City's Representative shall inspect the Work for the preparation of a final punch list.

(a) If City's Representative and the City find that the Work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the Work. City's Representative shall not be required to provide a list of unfinished work.

(b) If the City Representative and City find that the Work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

19.02 The Substantial Completion of the Work shall not excuse the Contractor from performing all of the Work, whether of a minor or major nature, necessary for Final Completion and thereby completing the Project in accordance with the Contract Documents.

20. FINAL COMPLETION

20.01 Contractor shall notify the City's Representative when it believes that the Work has reached Final Completion as defined in Paragraph 1.08. If the City's Representative and the City accept and deems such Work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

20.02 The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

20.03 Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, the Contractor shall remedy any defects and pay for any damage to other work which may appear after final acceptance of the Work.

21. DELAYS

21.01 The Contractor, in undertaking to complete the Work within the times herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such Work, whether growing out of delays in securing material or workmen or delays arising from inclement weather or otherwise.

21.02 The City may, in its sole discretion, delay the Work during inclement weather in order to preserve the Project, insure safety of work forces, and the preservation of materials and equipment. In such event and upon a written request from the Contractor, the City may grant an extension of time pursuant to Paragraph 22 to offset for such stoppage of the Work.

21.03 No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay in the progress of the Work, unless such delays (i) are caused by the actual interference, fraud, bad faith or misrepresentation by the City or its agents, (ii) extend for an unreasonable length of time; or (iii) were not contemplated by the parties at the time of contracting. In the event of any delay entitling Contractor to an increase in Contract Amount, except when due to City's intentional interference or fraud, Contractor's recovery shall be limited as outlined in subsection 21.04 below. The City's reasonable exercise of any of its rights or remedies under the Contract, regardless of the extent or frequency, shall not under any circumstances be construed as interference with the Contractor's performance of the Work.

21.04 In the event of delays resulting from changes ordered in the Work by the City or other delays caused by the City or for the City's convenience, the Contractor may apply to the City for recovery of incidental damages resulting from increased storage costs or other costs necessary to protect the value of the Work. In no event shall any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

22. EXTENSIONS OF TIME

22.01 The Contractor has submitted its proposal in full recognition of the time required for the completion of this Project, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor has considered the liquidated damage provision of this Agreement and understands and agrees that it shall not be entitled to, nor will it request, an extension of time for either Substantial Completion or Final Completion, except when the Work has been delayed by one or more of the following:

- (a) An act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;
- (b) By changes ordered in the Work, or reductions thereto approved in writing;
- (c) By "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the Texas A&M University weather service; or
- (d) By other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's Proposal or decision to bid.

22.02 If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, within thirty (30) days of the occurrence of the event causing the delay, submitting therewith all written justification as may be required by the City's Representative. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the City shall, in writing and in its sole discretion, grant or deny the request. Under no circumstances shall any extension of time by the City be valid and binding unless it is in writing and in conformity with the other terms of this Agreement.

23. LIQUIDATED DAMAGES

23.01 The time for the Substantial and Final Completion of the Work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

23.02 As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension

thereof granted by the City's Representative pursuant to the terms of Paragraph 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of One Hundred and 00 /**100 DOLLARS (\$100.00)** for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

24.01 The Contractor shall be liable for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the City will be made and charged to the Contractor by the City.

24.02 The Contractor shall take the necessary precautions to protect any areas adjacent to its Work.

24.03 The Work specified consists of all work, materials, and labor required by the City to repair any damage to the property of the City, including but not limited to structures, roadways, curbs, parking areas, and sidewalks.

25. WARRANTY

25.01 Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (1) year as follows:

The Contractor warrants that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative, and all work will be of good quality, free from faults and defects, and in conformance with this Agreement, the other Contract Documents, and recognized industry standards.

25.02 All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

25.03 This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Contractor.

25.04 Where more than a one (1) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

25.05 This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Agreement.

25.06 Defective Work Discovered During Warranty Period. If any of the Work is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this Agreement within one (1) year after the date of the issuance of a certificate of Final Completion of the Work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly, upon receipt of written notice by the City, correct the defective work at no cost to the City.

25.07 The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

25.08 If within ten (10) calendar days after the City has notified the Contractor of a defect, failure, or abnormality in the Work, the Contractor has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the Work to be done by a third party. The cost of the work shall be paid by the Contractor or its surety.

25.09 The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

25.10 The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all Work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the Work.

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

26.01 Wage Rates. Pursuant to Section 2258.023(a) of the Texas Government Code, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages attached hereto as Exhibit A.

26.02 Statutory Penalty. Pursuant to Section 2258.023(b) of the Texas Government Code, if the Contractor or any subcontractor violates the requirements of Paragraph 26.01, the Contractor or subcontractor as the case may be shall pay the City **sixty dollars (\$60.00)** for each worker employed for each calendar day or part of the day that the worker is paid less than the stipulated wage rates.

26.03 The Contractor and each subcontractors shall pay all of their employees engaged in work on the Project in full (less mandatory legal deductions) in cash or by check readily cashable, without discount, no less than once each week.

26.04 No later than the seventh (7th) calendar day following the payment of wages, the Contractor must file with City's Representative a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, their classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit shall state that the copy is a true and correct copy of such payroll and that no rebates or deductions (except as shown) have been made or will be made in the future from the wages therein shown.

26.05 Payment of Subcontractors. The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and for insuring that no claims or liens of any type arising out of or incidental to the performance of any services performed pursuant to this Agreement are filed against any property owned by the City. In the event a statutory lien notice is sent to the City, the Contractor shall, where no payment bond covers the Work, upon written notice from the City, immediately obtain a bond at its expense and hold the City harmless from any losses that may result from the filing or enforcement of any said lien notice. In the event that the

Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

26.06 Affidavit of Bills Paid. Prior to Final Acceptance of the Project, the Contractor shall provide a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the Contractor has been notified.

27. INSURANCE

27.01 The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth below.

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

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

- (a) Commercial General Liability.
- (b) Business Automobile Liability.
- (c) Excess Liability – required for contract amounts exceeding \$1,000,000.
- (d) Builder's Risk – provides coverage for contractor's labor and materials for a project during construction that involves a structure such as a building or garage, builder's risk policy shall be written on "all risks" form.
- (e) Workers' Compensation/ Employer's Liability.

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

- (a) Only licensed Insurance Carriers authorized to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- (c) "Claims Made" policies are not accepted.
- (d) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of College Station.
- (e) The City of College Station, its agents, officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its agents, officials, employees or volunteers.

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

- (a) General Liability insurance shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.

- (b) Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.
- (c) Coverage shall be at least as broad as ISO form GC 00 01.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached 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, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

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

- (a) Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00, where such exposures exist.

27.06 Excess Liability. The following Excess Liability requirements shall apply:

Unless otherwise agreed in writing, excess liability coverage following the form of the underlying coverage with a minimum limit of \$5,000,000.00 or the total value of the Agreement, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding \$1,000,000 in total value.

27.07 Additional Insured.

Those policies set forth in Paragraphs 27.04, 27.05, and 27.06 shall contain an endorsement listing the City as Additional Insured and further providing that the Contractor's policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form acceptable to the City. Waiver of subrogation in a form acceptable to the City shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit C, and approved by the City before Work commences.

27.08 Builder's Risk

Until the Work is completed and accepted by the City, the Contractor shall purchase and maintain builder's risk insurance upon the entire Work at the Project site to the full insurable value thereof. The builder's risk insurance shall also cover portions of the Work stored off site after written approval of the City of the value established in the approval, and also portions of the Work in transit. This insurance shall include the interests of the City, the Contractor, subcontractors and sub-subcontractors in the Work and shall insure against the perils of fire, wind, storm, hail, lightning and extended coverage including flood and earthquake and shall include all-risk insurance for physical loss or damage, including, without duplication of coverage, theft, vandalism and malicious mischief. The insurance shall cover reasonable compensation for City's Consultant's services and expenses required as a result of an insured loss. This must be an all-risk policy incorporating the following language:

Permission is given for the Project insured hereunder to become occupied, the insurance remaining in full force and effect until such time as the Project has been accepted by the City, all as currently approved by the Texas Board of Insurance Commissioners

When permissible by law, the Certificate of Insurance must include the names of the insured Contractor and the City. The deductible under the policy, including that for flood shall not exceed \$100,000.00 without the written approval of the City.

27.09 Workers' Compensation/Employer's Liability Insurance. The following Workers' Compensation Insurance requirements shall apply.

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers' Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- (b) Workers' Compensation/ Employer's Liability insurance shall include the following terms:
 - 1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
 - 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - 3. Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

“A. Definitions:

Certificate of coverage (“certificate”) – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers’ Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers’ compensation insurance coverage for the person’s or entity’s employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the Work on the project until the Contractor’s/person’s Work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project (“subcontractors” in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all*

persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) A certificate of coverage, prior to the other person beginning work on the project; and

(b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that

materially affects the provision of coverage of any person providing services on the project; and

(7) Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this Agreement, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the Agreement void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

27.09 Certificates of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved form, and shall contain the following provisions and warranties:

- (a)** The company is authorized to do business in the State of Texas.
- (b)** The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Department of Insurance or ISO.
- (c)** Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

28. BOND PROVISIONS

28.01 Pursuant to Section 2253.021 of the Texas Government Code, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds \$50,000, and a performance bond is required if the Contract Amount exceeds \$100,000. Below those amounts, the City *may* require payment and/or performance bonds. In the event a performance or payment bond or both is required either by law or in the City's discretion, such bonds shall be executed in accordance with all requirements of Chapter 3503 of the Texas Insurance Code, all other applicable law, and the following:

- (a)** The Contractor shall execute performance and payment bonds for the full Contract Amount.
- (b)** The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.
- (c)** The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit B, together with valid

original powers of attorney, **at the time of execution of this Agreement by Contractor and prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit B**.

(d) The performance and payment bonds shall remain in effect for a period of one (1) year after Final Completion of the Work and shall be extended for any warranty work to cover the warranty period.

(e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

28.02 The Contractor may make such changes and alterations as the City may require in the Work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits. If the City makes changes or alterations that render useless any work already done or material already used in said work, then the City shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the Work as originally planned, in accordance with the provisions of Article 17.

29. SURETY

29.01 If the Contractor has abandoned the Project or the City has terminated the Contract for cause and the Contractor's Surety, after notice demanding completion is sent, fails to commence the completion of the Work in compliance with this Agreement, then the City at its option may provide for completion of the Work in either of the following manners:

(a) The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

(b) The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the Work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Paragraph 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the Work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

29.02 Should the cost to complete the Work exceed the Contract Amount and the Contractor fails to pay the amount due to the City within the time designated and there remains any machinery, equipment, tools, materials, or supplies on the Project site, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City's Representative to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived

from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

29.03 In the event the account shows that the cost to complete the Work is less than that which would have been the cost to City had the Work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the Project site shall be turned over to the Contractor.

30. COMPLIANCE WITH LAW

30.01 The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, codes, and directions of inspectors appointed by proper authorities having jurisdiction.

30.02 The Contractor shall perform and require all subcontractors to perform the Work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

30.03 The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

31. SAFETY PRECAUTIONS

31.01 All safety measures, policies and precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the College Station Fire Department marked "Attn.: Assistant Chief".

31.02 The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the Work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the Work as may be necessary.

31.03 The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the Work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

31.04 Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in section 1.11, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as defined in section 1.12). **In the event Contractor engages in any of the activities prohibited in this section 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its respective officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every**

kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this section 31.04.

31.05 In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner violative of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to City in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of City if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project site, **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from Contractor's failure to stop the Work.**

31.06 City and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

31.07 It is the Contractor's responsibility to comply with all Environmental Laws (as defined in section 1.10 of this Agreement) based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

32. TRENCH SAFETY

The Contractor must comply with Texas law regarding trench excavation exceeding five feet in depth and in accordance with the following items:

32.01 The Contractor must comply with the requirements of Subchapter 756 of the Tex. Health & Safety Code Ann. §756.022-023, and the requirements of 29 C.F.R., Subpart P – Excavations (sections 1926.650 et. seq.) of the Occupational Safety and Health Administration Standards, as amended.

32.02 The Contractor must include a separate pay item for trench safety complying with trench safety requirements, stating a unit price per linear foot of trench safety systems, as measured along the centerline of trench including manholes and other line structures.

32.03 Before beginning work on this project, the Contractor must submit to the City a complete trench safety program that complies with state and federal regulations. It is the sole duty, responsibility and prerogative of the Contractor, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

32.04 The Contractor must provide the City the name of the “competent person” required by OSHA standards to perform the trench safety inspections. The Contractor must make daily inspections to ensure that the systems comply with all applicable laws and regulations, and must maintain a permanent record of daily inspections available for examination by the City or other government authority.

32.05 If evidence of possible cave-ins or slides is apparent, the Contractor must cease all work in the trench and surrounding area until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench.

33. INDEMNITY

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

33.02 The indemnification contained in paragraphs 33.01 shall include but not be limited to the following specific instances:

- (a) The City is damaged due to the act, omission, mistake, fault or default of the Contractor.
- (b) In the event of any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.
- (c) In the event of any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.
- (d) In the event of any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.
- (e) The removal of all debris related to the Work.
- (f) The acts and omissions of the subcontractors it hired.
- (g) The Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

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

33.04 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 33.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

33.05 The indemnity provisions provided herein shall survive the termination or expiration of this Agreement.

33.06 The indemnification obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers compensation acts, disability benefit acts or other employee benefit acts. 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.

34. RELEASE

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

35. PERMITS AND LICENSES

35.01 The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the Work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

36. ROYALTIES AND LICENSING FEES

36.01 THE CONTRACTOR SHALL PAY ALL ROYALTIES AND LICENSING FEES. THE CONTRACTOR SHALL HOLD THE CITY HARMLESS AND INDEMNIFY THE CITY FROM THE PAYMENT OF ANY ROYALTIES, DAMAGES, LOSSES OR EXPENSES INCLUDING ATTORNEY'S FEES FOR SUITS, CLAIMS OR OTHERWISE, GROWING OUT OF INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS, MATERIALS AND METHODS USED IN THE PROJECT. IT SHALL DEFEND ALL SUITS OR CLAIMS FOR INFRINGEMENT OF ANY PATENT RIGHTS. FURTHER, IF THE CONTRACTOR HAS REASON TO BELIEVE THAT THE DESIGN, SERVICE, PROCESS, OR PRODUCT

SPECIFIED IS AN INFRINGEMENT OF A PATENT, IT SHALL PROMPTLY GIVE SUCH INFORMATION TO CITY'S REPRESENTATIVE.

37. BREACH OF CONTRACT & DAMAGES

37.01 The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

37.02 Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

- (a) If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or
- (b) If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or
- (c) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

38. TERMINATION FOR CAUSE

38.01 At any time, and without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety for any of the following:

- (a) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or
- (b) If a receiver, trustee, or liquidator of any of the property or income of the Contractor is appointed; or
- (c) If the Contractor fails to prosecute the Work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or
- (d) If the Contractor fails to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or
- (e) If the Contractor fails for any reason other than the failure by City's Representative to make payments called upon when due; or
- (f) If the Contractor abandons the Work.

- (g) If the Contractor commits a material default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

39. TERMINATION FOR CONVENIENCE

39.01 The performance of the Work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the Work is terminated, and the date upon which termination becomes effective.

39.02 In the event of termination for convenience, the Contractor shall only be paid the reasonable value of the Work performed prior to the effective date of the termination notice and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience, Contractor Waives and Releases any claim for lost profit, other than profit on Work performed prior to the effective date of such termination.

40. RIGHT TO COMPLETE

40.01 If this Agreement is terminated for cause, the City shall have the right but shall not be obligated to complete the Work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment, without rental obligation therefor, and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the Work itself or by others, pursuant to the foregoing, then the Contractor and/or Contractor's surety will reimburse City for all costs incurred by the City (including, without limitation, applicable, general, administrative expenses, field overhead, the cost of necessary equipment, materials, field labor, additional fees paid to architects, engineers, attorneys or others to assist the City in connection with the termination and liquidated damages) in completing and/or correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

41. CLOSE OUT

41.01 After receipt of a notice of termination, whether for cause or convenience, unless otherwise directed by City's Representative, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including the protection of City's property). Among other things, the Contractor shall, except as otherwise directed or approved by City's Representative, do the following:

- (a) Stop the work on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the Work as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination;

(d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts; and/or

(f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the Work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred.

42. TERMINATION CONVERSION

42.01 Upon determination of Court of competent jurisdiction that termination of the Contractor pursuant to Paragraph 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Paragraph 39 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Paragraph 39.

43. HIRING

43.01 During the term of this Agreement and for a period of one (1) year thereafter, the Contractor agrees not to solicit for hire any employee or employees of the City that were associated with work specified under this Agreement. In the event that this provision is breached by the Contractor, the Contractor agrees to pay the City damages in the amount equal to twelve (12) months of the employee's total compensation plus any legal expenses associated with enforcement of this provision.

44. ASSIGNMENT

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

45. EFFECTIVE DATE

45.01 This Agreement goes into effect when duly approved by all the parties hereto and is contingent upon Contractor obtaining the bonds required herein.

46. OTHER TERMS

46.01 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.

46.02 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.

46.03 Written Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

46.04 Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

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

46.06 Mediation. After receipt of a written notice of a claim, the City may elect to refer the matter to the City's Consultant, City's Representative or another party for review. Contractor will attend meetings called to review and discuss the claims and mitigation of the problem, and shall furnish any reasonable factual backup for the claim requested. The City may also elect to defer consideration of the claim until the Work is completed, in which case the same review options shall be available to the City at the completion of the Work. At any stage, the City, at its sole discretion, is entitled to refer a claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and, if this referral is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any claim, excepting termination or under City's direction to stop the Work. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall share the Mediator's fee and any filing fees equally and the Mediation shall be held in College Station, Texas.

46.07 Arbitration. In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

46.08 Choice of Law and Place of Performance. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

46.09 Authority to do business. The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this Agreement.

46.10 Authority to Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

46.11 Waiver. Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

46.12 Headings, Gender, Number. The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

46.13 Agreement Read. The parties acknowledge that they have had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.

46.14 Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

46.15 Notice of Indemnification. City and Contractor hereby acknowledge and agree that this Agreement contains certain indemnification obligations and covenants.

46.16 Verification No Boycott Israel. To the extent this Contract is considered a contract for goods or 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.

List of Exhibits

- A. Wage Rates
- B. Performance & Payment Bonds
- C. Certificates of Insurance
- D. Plans & Specifications
- E. Construction Schedule
- F. Schedule of Values

**PROGRESSIVE COMMERCIAL
AQUATICS, INC.**

By: 

Printed Name: Russell Leto

Title: President

Date: 12/23/2021

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
DAVIS BACON WAGE RATES

DAVIS BACON WAGE RATES

"General Decision Number: TX20210007 01/01/2021

Superseded General Decision Number: TX20200007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift/Pump Stations in Bell, Coryell, McClennon and Williamson Counties) and HIGHWAY Construction Projects

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

* SUTX2011-006 08/03/2011

Rates	Fringes
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ELECTRICIAN	\$ 26.35
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FORM BUILDER/FORM SETTER

Paving & Curb	\$ 12.94
Structures	\$ 12.87

LABORER

Asphalt Raker.....	\$ 12.12
Flagger	\$ 9.45
Laborer, Common	\$ 10.50
Laborer, Utility	\$ 12.27

Pipelay	\$ 12.79
Work Zone Barricade	
Servicer	\$ 11.85

PAINTER (Structures)	\$ 18.34
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POWER EQUIPMENT OPERATOR:

Agricultural Tractor	\$ 12.69
Asphalt Distributor	\$ 15.55
Asphalt Paving Machine	\$ 14.36
Boom Truck	\$ 18.36
Broom or Sweeper	\$ 11.04
Concrete Pavement	
Finishing Machine	\$ 15.48
Crane, Hydraulic 80 tons	
or less	\$ 18.36
Crane, Lattice Boom 80	
tons or less	\$ 15.87
Crane, Lattice Boom over	
80 tons	\$ 19.38
Crawler Tractor	\$ 15.67
Directional Drilling	
Locator	\$ 11.67
Directional Drilling	
Operator	\$ 17.24
Excavator 50,000 lbs or	
Less	\$ 12.88
Excavator over 50,000 lbs	\$ 17.71
Foundation Drill, Truck	
Mounted	\$ 16.93
Front End Loader, 3 CY or	
Less	\$ 13.04
Front End Loader, Over 3 CY	\$ 13.21
Loader/Backhoe	\$ 14.12
Mechanic	\$ 17.10
Milling Machine	\$ 14.18
Motor Grader, Fine Grade	\$ 18.51
Motor Grader, Rough	\$ 14.63
Pavement Marking Machine	\$ 19.17
Reclaimer/Pulverizer	\$ 12.88
Roller, Asphalt	\$ 12.78
Roller, Other	\$ 10.50
Scraper	\$ 12.27
Spreader Box	\$ 14.04
Trenching Machine, Heavy	\$ 18.48

Servicer	\$ 14.51
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Steel Worker

Reinforcing	\$ 14.00
Structural	\$ 19.29

TRAFFIC SIGNAL INSTALLER

Traffic Signal/Light Pole

Worker\$ 16.00

TRUCK DRIVER

Lowboy-Float.....\$ 15.66

Off Road Hauler.....\$ 11.88

Single Axle.....\$ 11.79

Single or Tandem Axle Dump

Truck\$ 11.68

Tandem Axle Tractor w/Semi

Trailer.....\$ 12.81

WELDER.....\$ 15.97

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

1. Payment greater than prevailing wage rate as listed within this document not prohibited per Texas Government Code, Chapter 2258, Prevailing Wage Rates, Subchapter A. General Provisions.
2. Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.
3. The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 & 1/2) times the base hourly rate.
4. The rates listed are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew.
5. Except for Heavy/Highway Construction, building construction wage rates shall be paid to all workers except those workers engaged in site work and construction beyond five feet of buildings.

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Bond No. _____

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

THAT WE, _____, as Principal, hereinafter called

“Contractor” and the other subscriber hereto _____, as

Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Two Thousand Forty-Six Thousand Eight Hundred Seventy-Eight

and NO /100 Dollars (\$ 246,878.00) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of College Station for Re-Plaster of City Pools (Adamson Lagoon and Hallaran)

_____,
all of such Work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of College Station or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal’s competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of College Station shall retain certain amounts due the Contractor until the expiration of thirty (30) days from the acceptance of the Work is intended for the City’s benefit, and the City of College Station shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of College Station or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be

Contract No. 22300211

Construction Agreement Over \$50,000

Form 05-26-2021

done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom. Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond and it does hereby waive notice of any such change in Contract Time or Contract Sum.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless the City of College Station from any liability, loss, cost, expense, or damage arising out of or in connection with the Work done by the Contractor under the Contract. In the event that the City of College Station shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees incurred by the city in connection with such suit.

This bond and all obligations created hereunder shall be performable in Brazos County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party. A copy of surety agent's "Power of Attorney" must be attached hereto.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

Bond No. _____

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

**PROGRESSIVE COMMERCIAL AQUATICS,
INC.**

(Name of Contractor)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: January 27, 2022

Date: January 27, 2022

FOR THE SURETY:
ATTEST/WITNESS (SEAL)

(Full Name of Surety)

By: _____

Name: _____

Title: _____

(Address of Surety for Notice)

Date: January 27, 2022

By: _____

Name: _____

Title: _____

Date: January 27, 2022

FOR THE CITY:

REVIEWED:

**THE FOREGOING BOND IS ACCEPTED ON
BEHALF OF THE CITY OF COLLEGE STATION,
TEXAS:**

City Attorney

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

TEXAS STATUTORY PAYMENT BOND

Bond No. _____

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, _____, as Principal, hereinafter called "Principal" and the other subscriber hereto _____, a corporation organized and existing under the laws of the State of _____, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Two Hundred Forty-Six Thousand Eight Hundred Seventy-Eight _____ and NO _____/100 Dollars (\$246,878.00) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of College Station, dated the 27 day of January, 2022, for Re-Plaster of City Pools (Adamson Lagoon and Hallaran) _____, referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Sum. A copy of surety agent's "Power of Attorney" must be attached hereto.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

Bond No. _____

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

**PROGRESSIVE AQUATIC COMMERCIAL
INC.**

(Name of Contractor)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: January 27, 2022

Date: January 27, 2022

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

(Full Name of Surety)

By: _____

Name: _____

Title: _____

(Address of Surety for Notice)

Date: January 27, 2022

By: _____

Name: _____

Title: _____

Date: January 27, 2022

FOR THE CITY:

REVIEWED:

**THE FOREGOING BOND IS ACCEPTED ON
BEHALF OF THE CITY OF COLLEGE STATION,
TEXAS:**

City Attorney

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

EXHIBIT D
PLANS AND SPECIFICATIONS

Removal and Replacement of Filter Material at Adamson Lagoon and Hallaran Pool

Scope of Work:

Adamson Lagoon:

1. Remove and haul of site all existing material within all 4 Neptune Benson Sand Filters. Model Number 4872SHFFG-M3SLA-8X6
2. Once all material is removed, inspect all lateral systems in each Neptune Benson filter. Replace lateral system if needed.
 - a. Contractor to have laterals onsite in case of replacement. If laterals are not used, they are to remaining onsite.
3. Add new sand and gravel per manufacturer's specifications.
4. Seal filter manways with mew manway gaskets.
5. Start system and backwash as needed.

Hallaran Pool

1. Remove and haul of site all existing material within all 3 Neptune Benson Sand Filters. Model Number 4260SHFFGC-M3WA-6X4
2. Once all material is removed, inspect all lateral systems in each Neptune Benson filter. Replace lateral system if needed.
3. Contractor to have laterals onsite in case of replacement. If laterals are not used, they are to remaining onsite.
4. Add new sand and gravel per manufacturer's specifications.
5. Seal filter manways with mew manway gaskets.
6. Start system and backwash as needed.

SECTION 33 11 10 - SWIMMING POOL CEMENTITIOUS FINISH

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide a Diamond Brite finish or Owner approved equal to the pool structure. Provide installation of bond coat prior to application of pool finishes. A ceramic tile trim shall be installed to match existing conditions at depth markings, wall targets, floor lane markings, existing **expansion joints**.

1.2 SUBMITTALS

- A. Samples
 - 1. Prepare a 12-inch square panel at the site showing color and texture for pool plaster. Finished cementitious finish work shall match the approve sample panel.
- B. Certificates
 - 1. Submit certificates attesting that the materials furnished meet the requirements specified herein.
- C. Test Report
 - 1. Submit results of domestic water analysis and calculation of amounts of chemical required to balance pool water on initial fill of pool.

1.3 PRODUCT DELIVERY AND STORAGE

- 1.01 Definition below refers to those materials that make up cementitious component of water-cementitious materials ratio.

A. Deliver manufactured materials to the site in manufacturers original unbroken packages or containers bearing manufacturers name and brand labels. Keep cementitious material dry until ready to be used and stored off the ground, under cover and away from damp surfaces.

1.4 JOB CONDITIONS

- A. Apply plaster in swimming pool only when ambient temperature is above 40 degrees F and below 90 degrees F and protect applied plaster from rapid drying by sun or wind until curing is completed or pool is filled with water. Confirm and comply with all applicable manufacture's installation requirements.

1.5 QUALITY ASSURANCE

- A. Plaster installers shall have two years' experience in similar pool projects which the owner may require written proof thereof and proper tools to install plaster.

1.6 SURFACE PREPARATION

- A. Surface shall be structurally sound and free of any foreign substances and debris that could reduce or impair adhesion, free of dirt, oil grease or other foreign materials. Sound and remove all loose concrete to firm substrate. Surfaces shall be roughened by sand blasting, water jetting, shot blasting, scarifying, or grinding. Pressure-wash the entire surface. Wash with trisodium phosphate (TSP) using a stiff broom. Thoroughly wash/rinse with clean potable water. Surface defects or holes in the substrate shall be patched per

manufacturers recommendation.

- B. Apply and cure bond coat per manufacturers recommendations. After proper curing of bond coat, lightly moisten with clean potable water prior to application of cementitious finish. Ensure bond coat is free of any foreign matter prior to plastering.

PART 2 - PRODUCTS

2.01 Plaster

- A. The Contractor shall Install a slip-resistant proprietary plaster finish in all areas of the existing pool. Description: Diamond Brite finish shall be a blend of selected quartz aggregates and fortified white Portland cement. Color and texture shall be selected by the Owner. Confirm all installation requirements with the manufacturer.
- B. Bond Coat
 - 1. Bond Kote by SGM, Inc. or approved equal. Apply and cure bond coat per manufacturer's recommendations. After proper curing of bond coat, lightly moisten with clean potable water prior to application of cementitious finish. Ensure bond coat is free of any foreign matter prior to plastering.
- C. Mixing
 - 1. Thoroughly mix Diamond Brite to a homogenous lump-free consistency using 1-1 1/2 to 2 gallons of potable water per 80 lb. bag.
- D. Application
 - 1. Diamond Brite shall be applied to a uniform thickness of 3/8" to 1/2" over the entire surface. The walls shall be scratch coated followed by a finish coat. Material applied to the floor after the walls have been applied shall be accelerated to assure uniform setting time throughout the pool surface.
- E. Coverage
 - 1. Each 80 lb. bag shall cover approximately 25 square feet to a thickness of 3/8".
- F. Proprietary plaster finish to be applied by a licensed applicator as approved by the manufacturer.

PART 3 - EXECUTION

3.01 PREPARATION OF SURFACES AND BOND COAT

- A. Clean base surfaces of projections, dust, loose particles, grease, bond breakers, and foreign matter; make sufficiently rough to provide a strong mechanical bond, Sandblast, acid etch, or waterblast to achieve appropriate profile. If acid etching, surfaces must be neutralized, and power washed prior to proceeding. Do not apply cementitious finish directly to the surfaces of masonry or concrete that is coated with any acidic solution compound or similar agent until compound to agent is completely removed by water blasting. Thoroughly wash entire surface with 2,000 psi high-pressure water immediately prior to application of finishes. Wet cementitious base surfaces with a fine fog water spray to produce a uniformly moist condition and check screeds, pool equipment, and accessories for correct alignment before work is started. Do not apply

finish materials to base surfaces containing frost. Install temporary coverings as required to protect adjoining surfaces from staining or damage by plastering operations.

- B. Prepare and clean concrete surfaces by removing oil or grease. Repair all cracks, surface damage as required prior to proceeding. Protect or mask all adjacent surfaces that are not scheduled to receive cementitious finish. If expansion or construction joints exist in the areas where cementitious finish will be applied cover plastic joints for protection (if plastic joints are used). Additionally, mark joints for saw-cutting if area will be saw-cut.
- C. Apply and cure bond coat per manufacturers recommendations. After proper curing of bond coat, lightly moisten with clean potable water prior to application cementitious finish. Ensure bond coat is free of any foreign matter prior to plastering.
- D. Contractor to thoroughly verify the site conditions prior to the application of cementitious finish. Verify concrete is free of ridges and sharp projections. Verify that all concrete surfaces that are to receive a cementitious finish have cured for a minimum of 5 days. Consideration should be given for the application of a primer for all concrete surfaces that is over 28 days old to improve bonding.

3.1 APPLICATION OF CEMENTITIOUS FINISH

A. General

1. Confirm all application requirements with the manufacturer. Apply finish plaster to the properly prepared substrate at the minimum thickness required by the manufacturer, but no less than 3/8-inch thickness at any location, Apply finish by hand or machine. If plastering machine is used, control fluidity of plaster to have a slump not exceeding 2-1/2 inches when tested using a 2" by 4" by 6" high slump cone. Do not add additional water to the mix subsequent to determining water content to meet this slump. Perform slump test according to following procedure.
 - a. Place cone on level, dry non-absorptive base plate.
 - b. While holding cone firmly against the base plate, fill cone with plaster taken directly from hose or nozzle of plastering machine, tamping with a metal rod during filling to release all air bubbles.
 - c. Screed off plaster level with top of cone. Remove cone by lifting it straight up with a slow and smooth motion,
 - d. Place cone in a vertical position adjacent to freed plaster sample suing care not to jiggle base plate.
 - e. Lay straightedge across top of cone being careful not to vibrate cone: measure slump in inches from bottom edge of straight edge top of slumped plaster sample,
2. All mixing materials and application procedures shall be done in accordance with

the manufacturer's recommendations and requirements. The manufacturer's representative shall visit the site to verify field conditions, confirm materials and application requirements and ascertain that all materials and systems are so installed. Documentation shall be provided to this affect.

B. Workmanship

1. Unless otherwise required by the manufacturer, apply finish plaster in two coats by "double-back" method with second coat applied as soon as first coat is lapped and initially floated. Apply plaster with sufficient pressure to provide a good bond on bases. Work plaster to screens at intervals of from 5 feet to 8 feet on straight surfaces. Apply smooth towel finish without waves, cracks, towel marks, ridges, pits, crazing, discoloration, projections, or other imperfections. Form plaster carefully around the curves and angles, well up to screeds. Take special care to prevent sagging and consequent drooping of applications. Produce surfaces free of visible junction marks in finish coat where one day's work adjoins another. Finish proprietary plaster as required by the manufacturer.
2. All cementitious finishes shall be applied by a licensed applicator as approved by the manufacturer.

C. Curing

1. Curing cementitious finishes with fine fog water spray applied to finish coat as frequently as required to prevent dry-out of surface, or as directed by the manufacturer of the cementitious finish. Keep plaster damp until pool is filled. Prevent damage or staining of plaster by troweling or curing.

D. Patching, Pointing, and Cleaning Up

1. Upon completion, cut out and patch loose, cracked, damaged, or defective plaster; patches matching existing plaster in texture, color, and finish, flush with adjoining plaster. Perform pointing and patching of surfaces and plaster work abutting or adjoining any other finish work in a neat and workmanlike manner. If 10 percent or more of the pool's plaster finish is found to be defective, the plaster shall be removed and replaced complete from all surfaces. Remove plaster droppings or spattering from all surfaces. Leave plaster surfaces in clean, unblemished condition ready for pool filling. Remove protective coverings from adjoining surfaces. Remove rubbish and debris from the site.

3.03 PRE-FILL SPECIFICATION

- A.** Contractor shall employ a qualified water testing agency to analyze the domestic water with which the pool will be filled within 2 weeks of the plaster date. And shall employ a swimming pool experienced water chemistry consultant to determine the types and quantities of chemicals required to ensure calcium-balanced water immediately upon the completion of water filling. Refer to section 131100 for water filling requirements.

1. Have on hand quantiles of the chemicals as determined above, plus 25% overage for follow-up treatment. These chemicals, typically including calcium chloride, bicarbonate of soda, and muriatic acid are in addition to standard bromine/chlorine products and alkalizer/pH control products required elsewhere.

B. The pool(s) shall not be plastered until directed by the Owners representative and the filtration system and chlorination system are complete and ready for start-up. The Contractor shall supply all chemicals required for treatment of the pool water.

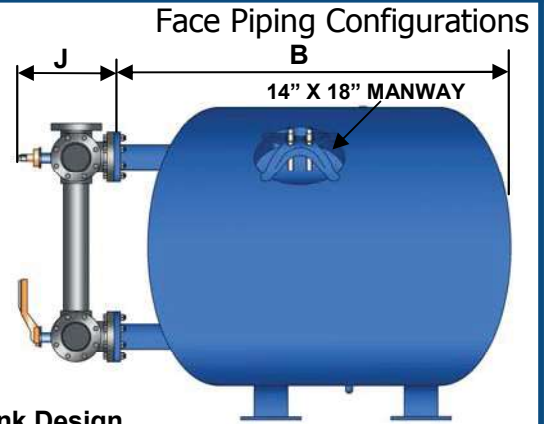
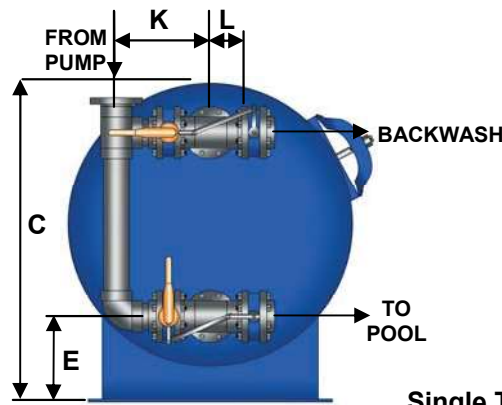
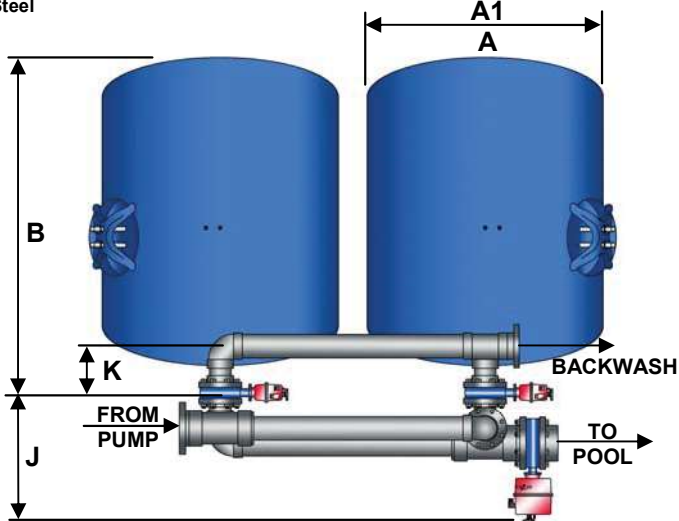
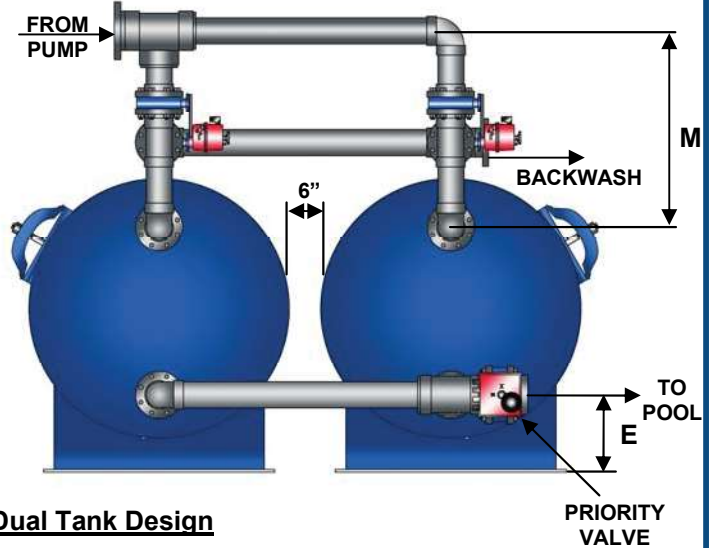
C. The Contractor shall submit domestic water analysis to the Owner at least 2 weeks prior to filling the pool(s).

END OF SECTION 13153

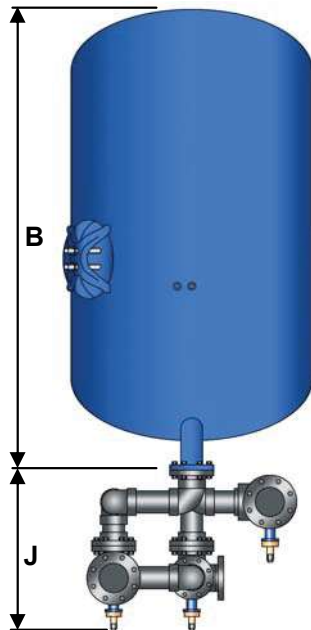
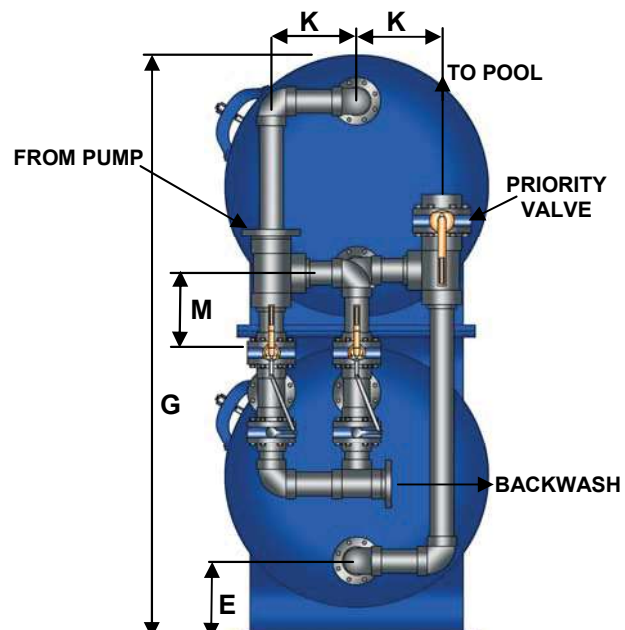
FILTERS**Horizontal Fiberglass Sand Filters****3-Way Face Piping Configurations**

Face Piping Dimensions (inches)				
Single Tank				
Face Piping Size (inches)				
Mark	3	4	6	8
J	15 1/4	17	20	24
K	19	22	28	37
L	5 3/16	6 1/8	8 1/8	10 3/8

Also Available in:
Carbon Steel
Stainless Steel
A.S.M.E.

**Single Tank Design****Side by Side (SxS) Dual Tank Design**

Face Piping Dimensions (inches)												
Face Piping Size (inches)												
Side by Side (SxS)							Stacked (S) Tank					
Mark	4x3	6x4	6x6	8x6	10x6	10x8	4x3	6x4	6x6	8x6	10x6	10x8
J	14	18	19	22	28	28	24	31	41	41	41	54
K	9 1/2	11	16	16	16	16	21	26	30	33	39	42
M	33	38	45	48	54	60	8	13	13	17	21	21

**Stacked (S) Dual Tank Design**

R-6/1/11

Adamson Lagoon (4) 4872SHFFG-M3SLA-8X6

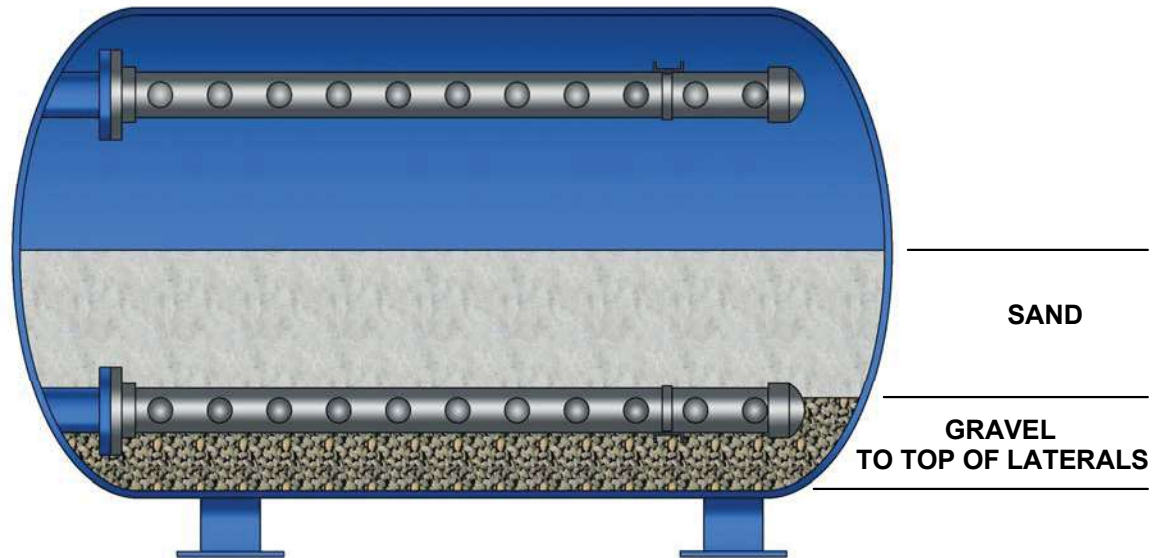
Filter Model Number	Tank Conn Size	Filter Area (SF)	Flow Capacity (GPM)	Filter Rate (GPM/SF)	Tank Shipping Weight (LBS)	Operating Weight (LBS)	All dimensions are in inches					
							A*	A1**	B	C	E	G
(*)3448SHFFG	3	12.6	63-206	5-15	356	3239	33 1/4	34	64	41	13 3/4	83
(*)3448SHFFG	4	12.6	207-252	17-20	356	3239	33 1/4	34	64	41	13 3/4	83
(*)3454SHFFG	3	14.0	70-206	5-14	383	3642	33 1/4	34	70	41	13 3/4	83
(*)3454SHFFG	4	14.0	207-280	15-20	383	3642	33 1/4	34	70	41	13 3/4	83
(*)3460SHFFG	4	15.4	77-308	5-20	410	4044	33 1/4	34	76	41	13 3/4	83
(*)3466SHFFG	4	16.8	84-336	5-20	465	4446	33 1/4	34	82	41	13 3/4	83
(*)3472SHFFG	4	18.2	91-358	5-20	479	5043	33 1/4	34	88	41	13 3/4	83
(*)3478SHFFG	4	19.6	98-358	5-18	492	5446	33 1/4	34	94	41	13 3/4	83
(*)3478SHFFG	6	19.6	98-392	5-20	492	5446	33 1/4	34	94	41	13 3/4	83
(*)3484SHFFG	4	21.0	105-358	5-17	505	5849	33 1/4	34	100	41	13 3/4	83
(*)3484SHFFG	6	21.0	105-420	5-20	505	5849	33 1/4	34	100	41	13 3/4	83
(*)3490SHFFG	4	22.4	112-358	5-16	518	6252	33 1/4	34	106	41	13 3/4	83
(*)3490SHFFG	6	22.4	112-448	5-20	518	6252	33 1/4	34	106	41	13 3/4	83
(*)3496SHFFG	4	23.8	119-357	5-15	531	6655	33 1/4	34	112	41	13 3/4	83
(*)3496SHFFG	6	23.8	119-476	5-20	531	6655	33 1/4	34	112	41	13 3/4	83
(*)3648SHFFG	3	14.3	72-215	5-15	375	3650	36	38 1/4	67 3/4	43	14 3/4	87
(*)3648SHFFG	4	14.3	216-286	16-20	375	3650	36	38 1/4	67 3/4	43	14 3/4	87
(*)3660SHFFG	4	17.3	87-346	5-20	425	4260	36	38 1/4	79 3/4	43	14 3/4	87
(*)3672SHFFG	4	20.3	102-358	5-17	490	5070	36	38 1/4	91 3/4	43	14 3/4	87
(*)3672SHFFG	6	20.3	358-406	18-20	490	5070	36	38 1/4	91 3/4	43	14 3/4	87
(*)3684SHFFG	4	23.3	117-358	5-15	535	5870	36	38 1/4	103 3/4	43	14 3/4	87
(*)3684SHFFG	6	23.3	359-466	16-20	535	5870	36	38 1/4	103 3/4	43	14 3/4	87
(*)3696SHFFG	6	26.3	132-526	5-20	580	6680	36	38 1/4	115 3/4	43	14 3/4	87
(*)36108SHFFG	6	29.3	147-586	5-20	615	7490	36	38 1/4	127 3/4	43	14 3/4	87
(*)36120SHFFG	6	32.3	162-646	5-20	655	8290	36	38 1/4	139 3/4	43	14 3/4	87
(*)4248SHFFG	4	17.1	86-342	5-20	435	4870	42	44 1/4	69 3/4	49	14 3/4	99
(*)4260SHFFG	4	20.4	102-358	5-17	515	5680	42	44 1/4	81 3/4	49	14 3/4	99
(*)4260SHFFG	6	20.4	359-408	18-20	515	5680	42	44 1/4	81 3/4	49	14 3/4	99
(*)4272SHFFG	4	23.9	120-358	5-15	560	6685	42	44 1/4	93 3/4	49	14 3/4	99
(*)4272SHFFG	6	23.9	359-478	16-20	560	6685	42	44 1/4	93 3/4	49	14 3/4	99
(*)4284SHFFG	6	27.4	137-548	5-20	610	7690	42	44 1/4	105 3/4	49	14 3/4	99
(*)4296SHFFG	6	30.9	155-618	5-20	660	8700	42	44 1/4	117 3/4	49	14 3/4	99
(*)42108SHFFG	6	34.6	173-692	5-20	710	9700	42	44 1/4	129 3/4	49	14 3/4	99
(*)42120SHFFG	6	38.1	191-762	5-20	760	10710	42	44 1/4	141 3/4	49	14 3/4	99
(*)42132SHFFG	6	41.6	208-832	5-20	805	11720	42	44 1/4	153 3/4	49	14 3/4	99
(*)42144SHFFG	6	45.1	225-900	5-20	855	12720	42	44 1/4	165 3/4	49	14 3/4	99
(*)4848SHFFG	4	19.7	99-358	5-18	550	6310	48	50 1/4	70 3/4	55	14 3/4	111
(*)4848SHFFG	6	19.7	359-394	19-20	550	6310	48	50 1/4	70 3/4	55	14 3/4	111
(*)4860SHFFG	4	23.7	119-358	5-15	605	7520	48	50 1/4	82 3/4	55	14 3/4	111
(*)4860SHFFG	6	23.7	359-474	16-20	605	7520	48	50 1/4	82 3/4	55	14 3/4	111
(*)4872SHFFG	6	27.7	139-554	5-20	660	8915	48	50 1/4	94 3/4	55	14 3/4	111
(*)4884SHFFG	6	31.7	159-634	5-20	715	10120	48	50 1/4	106 3/4	55	14 3/4	111
(*)4896SHFFG	6	35.7	179-714	5-20	770	11320	48	50 1/4	118 3/4	55	14 3/4	111
(*)48108SHFFG	6	39.7	199-794	5-20	825	12530	48	50 1/4	130 3/4	55	14 3/4	111
(*)48120SHFFG	6	43.7	219-874	5-20	880	13730	48	50 1/4	142 3/4	55	14 3/4	111
(*)6048SHFFG	4	30.8	154-340	5-11	841	12460	60	63 1/2	84 3/4	68	16 3/4	135
(*)6048SHFFG	6	30.8	341-616	12-20	841	12460	60	63 1/2	84 3/4	68	16 3/4	135
(*)6060SHFFG	6	35.8	179-716	5-20	918	14473	60	63 1/2	96 3/4	68	16 3/4	135
(*)6072SHFFG	6	40.8	204-816	5-20	1010	16501	60	63 1/2	108 3/4	68	16 3/4	135
(*)6084SHFFG	6	45.8	229-779	5-17	1082	18510	60	63 1/2	120 3/4	68	16 3/4	135
(*)6084SHFFG	8	45.8	780-916	18-20	1082	18510	60	63 1/2	120 3/4	68	16 3/4	135
(*)6096SHFFG	6	50.8	254-762	5-15	1154	20518	60	63 1/2	132 3/4	68	16 3/4	135
(*)6096SHFFG	8	50.8	763-1016	16-20	1154	20518	60	63 1/2	132 3/4	68	16 3/4	135
(*)60108SHFFG	6	55.8	279-813	5-15	1216	22417	60	63 1/2	144 3/4	68	16 3/4	135
(*)60108SHFFG	8	55.8	814-1116	16-20	1216	22417	60	63 1/2	144 3/4	68	16 3/4	135
(*)60120SHFFG	6	60.8	304-790	5-13	1282	24519	60	63 1/2	156 3/4	68	16 3/4	135
(*)60120SHFFG	8	60.8	791-1216	14-20	1282	24519	60	63 1/2	156 3/4	68	16 3/4	135
(*)60132SHFFG	6	65.8	329-790	5-12	1355	26335	60	63 1/2	168 3/4	68	16 3/4	135
(*)60132SHFFG	8	65.8	791-1316	13-20	1355	26335	60	63 1/2	168 3/4	68	16 3/4	135
(*)60144SHFFG	8	70.8	354-1416	5-20	1432	28348	60	63 1/2	180 3/4	68	16 3/4	135
(*)60156SHFFG	8	75.8	379-1516	5-20	1504	30357	60	63 1/2	192 3/4	68	16 3/4	135
(*)60168SHFFG	8	80.8	404-1616	5-20	1571	32167	60	63 1/2	204 3/4	68	16 3/4	135

Note: All dimensions are based on fiberglass construction, 50 psi working pressure hydrostatically tested to 1.1 x working pressure and designed with a 4:1 safety factor. Consult Neptune-Benson for dimensional verification on custom fabricated vessels. All tanks include air relief and drain connections.

(*)Denotes quantity of tanks.
Tank shipping weight includes manifold & internals.
A* = Inside Diameter
A1** = Maximum Outside Diameter



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Tank connections not shown for clarity purposes.

STANDARD MEDIA CHART

All dimensions are in inches				
Filter Model Number	Gravel (CF)	Filter Sand (CF)	Sand Depth	Total Bed Depth
(*)3448SHFFG	5	10	10	18
(*)3454SHFFG	5	11	10	18
(*)3460SHFFG	6	12	10	18
(*)3466SHFFG	7	13	10	18
(*)3472SHFFG	7	14	10	18
(*)3478SHFFG	8	15	10	18
(*)3484SHFFG	8	16	10	18
(*)3490SHFFG	9	17	10	18
(*)3496SHFFG	10	19	10	18
(*)3648SHFFG	6	11	9	18
(*)3660SHFFG	7	13	9	18
(*)3672SHFFG	9	15	9	18
(*)3684SHFFG	10	18	9	18
(*)3696SHFFG	11	21	9	18
(*)36108SHFFG	13	23	9	18
(*)36120SHFFG	14	26	9	18
(*)4248SHFFG	6	17	12	21
(*)4260SHFFG	8	19	12	21
(*)4272SHFFG	9	23	12	21
(*)4284SHFFG	11	26	12	21
(*)4296SHFFG	12	30	12	21
(*)42108SHFFG	14	33	12	21

All dimensions are in inches				
Filter Model Number	Gravel (CF)	Filter Sand (CF)	Sand Depth	Total Bed Depth
(*)42120SHFFG	15	37	12	21
(*)42132SHFFG	17	40	12	21
(*)42144SHFFG	18	44	12	21
(*)4848SHFFG	7	23	15	24
(*)4860SHFFG	8	28	15	24
(*)4872SHFFG	10	33	15	24
(*)4884SHFFG	12	37	15	24
(*)4896SHFFG	13	42	15	24
(*)48108SHFFG	15	46	15	24
(*)48120SHFFG	17	50	15	24
(*)6048SHFFG	12	48	19	30
(*)6060SHFFG	14	56	19	30
(*)6072SHFFG	16	64	19	30
(*)6084SHFFG	18	72	19	30
(*)6096SHFFG	20	80	19	30
(*)60108SHFFG	22	87	19	30
(*)60120SHFFG	25	95	19	30
(*)60132SHFFG	27	102	19	30
(*)60144SHFFG	29	110	19	30
(*)60156SHFFG	31	118	19	30
(*)60168SHFFG	33	125	19	30

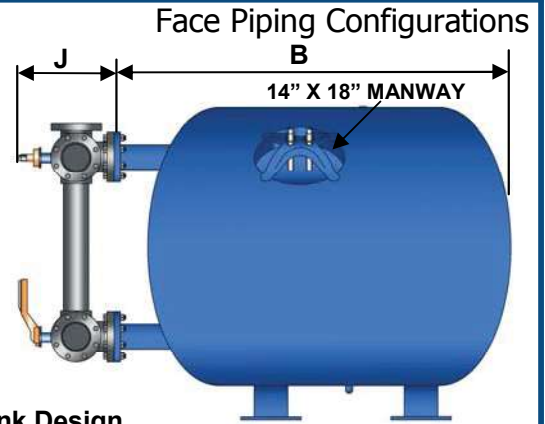
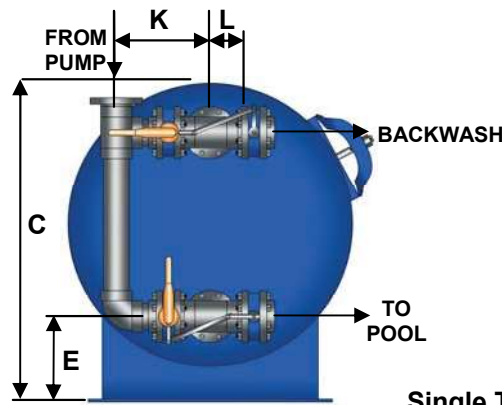
FILTERS

Horizontal Fiberglass Sand Filters

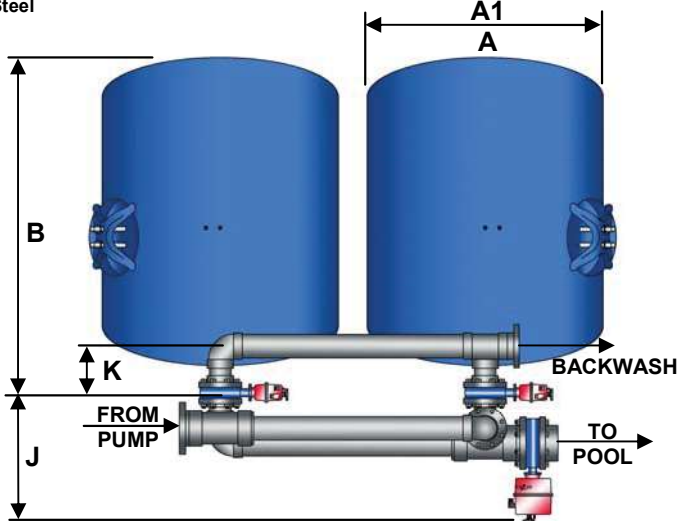
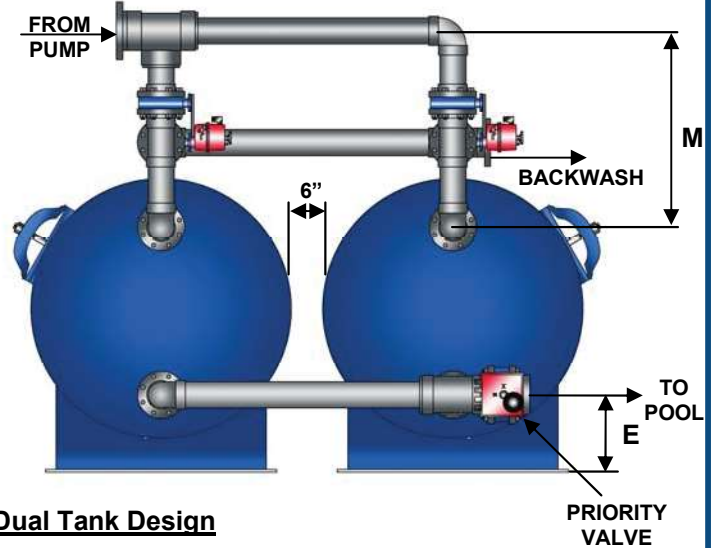
3-Way Face Piping Configurations

Face Piping Dimensions (inches)				
Single Tank				
Face Piping Size (inches)				
Mark	3	4	6	8
J	15 1/4	17	20	24
K	19	22	28	37
L	5 3/16	6 1/8	8 1/8	10 3/8

Also Available in:
Carbon Steel
Stainless Steel
A.S.M.E.

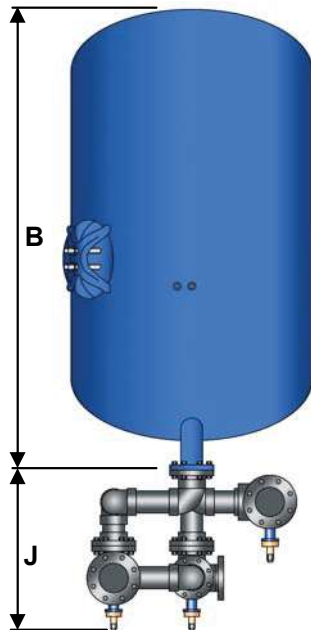


Single Tank Design

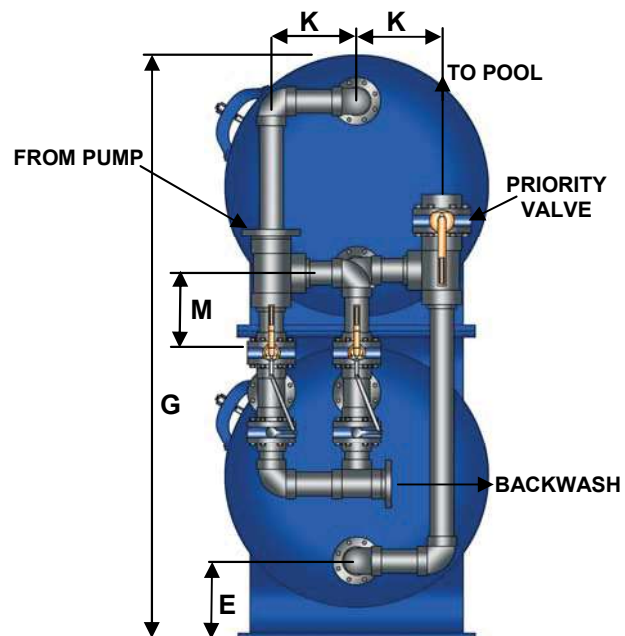


Side by Side (SxS) Dual Tank Design

Face Piping Dimensions (inches)												
Face Piping Size (inches)												
Side by Side (SxS)							Stacked (S) Tank					
Mark	4x3	6x4	6x6	8x6	10x6	10x8	4x3	6x4	6x6	8x6	10x6	10x8
J	14	18	19	22	28	28	24	31	41	41	41	54
K	9 1/2	11	16	16	16	16	21	26	30	33	39	42
M	33	38	45	48	54	60	8	13	13	17	21	21



Stacked (S) Dual Tank Design



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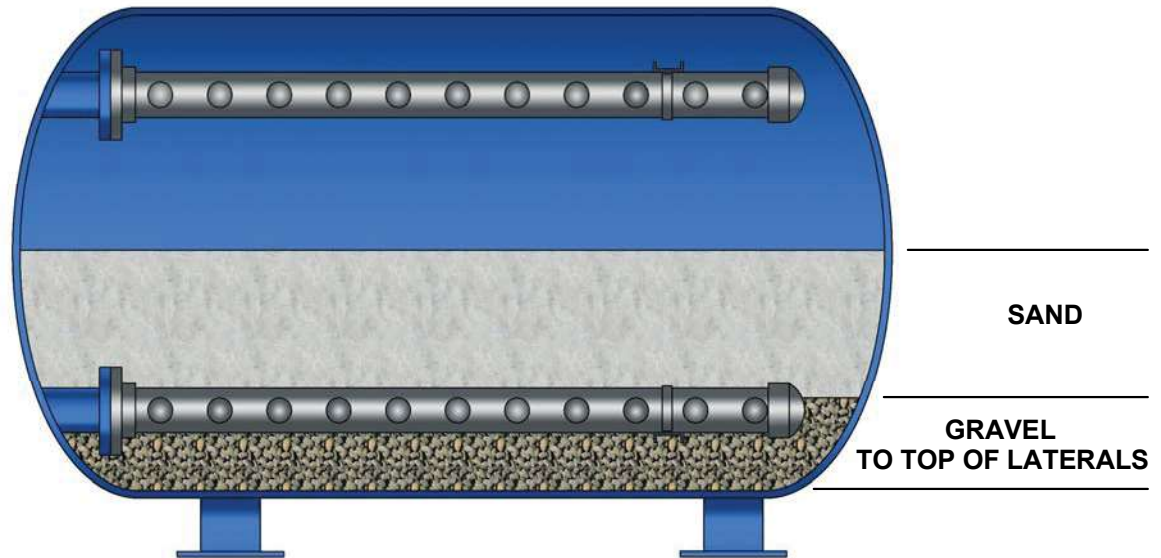
Filter Model Number	Tank Conn Size	Filter Area (SF)	Flow Capacity (GPM)	Filter Rate (GPM/SF)	Tank Shipping Weight (LBS)	Operating Weight (LBS)	All dimensions are in inches					
							A*	A1**	B	C	E	G
(*)3448SHFFG	3	12.6	63-206	5-15	356	3239	33 1/4	34	64	41	13 3/4	83
(*)3448SHFFG	4	12.6	207-252	17-20	356	3239	33 1/4	34	64	41	13 3/4	83
(*)3454SHFFG	3	14.0	70-206	5-14	383	3642	33 1/4	34	70	41	13 3/4	83
(*)3454SHFFG	4	14.0	207-280	15-20	383	3642	33 1/4	34	70	41	13 3/4	83
(*)3460SHFFG	4	15.4	77-308	5-20	410	4044	33 1/4	34	76	41	13 3/4	83
(*)3466SHFFG	4	16.8	84-336	5-20	465	4446	33 1/4	34	82	41	13 3/4	83
(*)3472SHFFG	4	18.2	91-358	5-20	479	5043	33 1/4	34	88	41	13 3/4	83
(*)3478SHFFG	4	19.6	98-358	5-18	492	5446	33 1/4	34	94	41	13 3/4	83
(*)3478SHFFG	6	19.6	98-392	5-20	492	5446	33 1/4	34	94	41	13 3/4	83
(*)3484SHFFG	4	21.0	105-358	5-17	505	5849	33 1/4	34	100	41	13 3/4	83
(*)3484SHFFG	6	21.0	105-420	5-20	505	5849	33 1/4	34	100	41	13 3/4	83
(*)3490SHFFG	4	22.4	112-358	5-16	518	6252	33 1/4	34	106	41	13 3/4	83
(*)3490SHFFG	6	22.4	112-448	5-20	518	6252	33 1/4	34	106	41	13 3/4	83
(*)3496SHFFG	4	23.8	119-357	5-15	531	6655	33 1/4	34	112	41	13 3/4	83
(*)3496SHFFG	6	23.8	119-476	5-20	531	6655	33 1/4	34	112	41	13 3/4	83
(*)3648SHFFG	3	14.3	72-215	5-15	375	3650	36	38 1/4	67 3/4	43	14 3/4	87
(*)3648SHFFG	4	14.3	216-286	16-20	375	3650	36	38 1/4	67 3/4	43	14 3/4	87
(*)3660SHFFG	4	17.3	87-346	5-20	425	4260	36	38 1/4	79 3/4	43	14 3/4	87
(*)3672SHFFG	4	20.3	102-358	5-17	490	5070	36	38 1/4	91 3/4	43	14 3/4	87
(*)3672SHFFG	6	20.3	358-406	18-20	490	5070	36	38 1/4	91 3/4	43	14 3/4	87
(*)3684SHFFG	4	23.3	117-358	5-15	535	5870	36	38 1/4	103 3/4	43	14 3/4	87
(*)3684SHFFG	6	23.3	359-466	16-20	535	5870	36	38 1/4	103 3/4	43	14 3/4	87
(*)3696SHFFG	6	26.3	132-526	5-20	580	6680	36	38 1/4	115 3/4	43	14 3/4	87
(*)36108SHFFG	6	29.3	147-586	5-20	615	7490	36	38 1/4	127 3/4	43	14 3/4	87
(*)36120SHFFG	6	32.3	162-646	5-20	655	8290	36	38 1/4	139 3/4	43	14 3/4	87
(*)4248SHFFG	4	17.1	86-342	5-20	435	4870	42	44 1/4	69 3/4	49	14 3/4	99
(*)4260SHFFG	4	20.4	102-358	5-17	515	5680	42	44 1/4	81 3/4	49	14 3/4	99
(*)4260SHFFG	6	20.4	359-408	18-20	515	5680	42	44 1/4	81 3/4	49	14 3/4	99
(*)4272SHFFG	4	23.9	120-358	5-15	560	6685	42	44 1/4	93 3/4	49	14 3/4	99
(*)4272SHFFG	6	23.9	359-478	16-20	560	6685	42	44 1/4	93 3/4	49	14 3/4	99
(*)4284SHFFG	6	27.4	137-548	5-20	610	7690	42	44 1/4	105 3/4	49	14 3/4	99
(*)4296SHFFG	6	30.9	155-618	5-20	660	8700	42	44 1/4	117 3/4	49	14 3/4	99
(*)42108SHFFG	6	34.6	173-692	5-20	710	9700	42	44 1/4	129 3/4	49	14 3/4	99
(*)42120SHFFG	6	38.1	191-762	5-20	760	10710	42	44 1/4	141 3/4	49	14 3/4	99
(*)42132SHFFG	6	41.6	208-832	5-20	805	11720	42	44 1/4	153 3/4	49	14 3/4	99
(*)42144SHFFG	6	45.1	225-900	5-20	855	12720	42	44 1/4	165 3/4	49	14 3/4	99
(*)4848SHFFG	4	19.7	99-358	5-18	550	6310	48	50 1/4	70 3/4	55	14 3/4	111
(*)4848SHFFG	6	19.7	359-394	19-20	550	6310	48	50 1/4	70 3/4	55	14 3/4	111
(*)4860SHFFG	4	23.7	119-358	5-15	605	7520	48	50 1/4	82 3/4	55	14 3/4	111
(*)4860SHFFG	6	23.7	359-474	16-20	605	7520	48	50 1/4	82 3/4	55	14 3/4	111
(*)4872SHFFG	6	27.7	139-554	5-20	660	8915	48	50 1/4	94 3/4	55	14 3/4	111
(*)4884SHFFG	6	31.7	159-634	5-20	715	10120	48	50 1/4	106 3/4	55	14 3/4	111
(*)4896SHFFG	6	35.7	179-714	5-20	770	11320	48	50 1/4	118 3/4	55	14 3/4	111
(*)48108SHFFG	6	39.7	199-794	5-20	825	12530	48	50 1/4	130 3/4	55	14 3/4	111
(*)48120SHFFG	6	43.7	219-874	5-20	880	13730	48	50 1/4	142 3/4	55	14 3/4	111
(*)6048SHFFG	4	30.8	154-340	5-11	841	12460	60	63 1/2	84 3/4	68	16 3/4	135
(*)6048SHFFG	6	30.8	341-616	12-20	841	12460	60	63 1/2	84 3/4	68	16 3/4	135
(*)6060SHFFG	6	35.8	179-716	5-20	918	14473	60	63 1/2	96 3/4	68	16 3/4	135
(*)6072SHFFG	6	40.8	204-816	5-20	1010	16501	60	63 1/2	108 3/4	68	16 3/4	135
(*)6084SHFFG	6	45.8	229-779	5-17	1082	18510	60	63 1/2	120 3/4	68	16 3/4	135
(*)6084SHFFG	8	45.8	780-916	18-20	1082	18510	60	63 1/2	120 3/4	68	16 3/4	135
(*)6096SHFFG	6	50.8	254-762	5-15	1154	20518	60	63 1/2	132 3/4	68	16 3/4	135
(*)6096SHFFG	8	50.8	763-1016	16-20	1154	20518	60	63 1/2	132 3/4	68	16 3/4	135
(*)60108SHFFG	6	55.8	279-813	5-15	1216	22417	60	63 1/2	144 3/4	68	16 3/4	135
(*)60108SHFFG	8	55.8	814-1116	16-20	1216	22417	60	63 1/2	144 3/4	68	16 3/4	135
(*)60120SHFFG	6	60.8	304-790	5-13	1282	24519	60	63 1/2	156 3/4	68	16 3/4	135
(*)60120SHFFG	8	60.8	791-1216	14-20	1282	24519	60	63 1/2	156 3/4	68	16 3/4	135
(*)60132SHFFG	6	65.8	329-790	5-12	1355	26335	60	63 1/2	168 3/4	68	16 3/4	135
(*)60132SHFFG	8	65.8	791-1316	13-20	1355	26335	60	63 1/2	168 3/4	68	16 3/4	135
(*)60144SHFFG	8	70.8	354-1416	5-20	1432	28348	60	63 1/2	180 3/4	68	16 3/4	135
(*)60156SHFFG	8	75.8	379-1516	5-20	1504	30357	60	63 1/2	192 3/4	68	16 3/4	135
(*)60168SHFFG	8	80.8	404-1616	5-20	1571	32167	60	63 1/2	204 3/4	68	16 3/4	135

Note: All dimensions are based on fiberglass construction, 50 psi working pressure hydrostatically tested to 1.1 x working pressure and designed with a 4:1 safety factor. Consult Neptune-Benson for dimensional verification on custom fabricated vessels. All tanks include air relief and drain connections.

(*)Denotes quantity of tanks.
Tank shipping weight includes manifold & internals.
A* = Inside Diameter
A1** = Maximum Outside Diameter



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Tank connections not shown for clarity purposes.

STANDARD MEDIA CHART

All dimensions are in inches				
Filter Model Number	Gravel (CF)	Filter Sand (CF)	Sand Depth	Total Bed Depth
(*)3448SHFFG	5	10	10	18
(*)3454SHFFG	5	11	10	18
(*)3460SHFFG	6	12	10	18
(*)3466SHFFG	7	13	10	18
(*)3472SHFFG	7	14	10	18
(*)3478SHFFG	8	15	10	18
(*)3484SHFFG	8	16	10	18
(*)3490SHFFG	9	17	10	18
(*)3496SHFFG	10	19	10	18
(*)3648SHFFG	6	11	9	18
(*)3660SHFFG	7	13	9	18
(*)3672SHFFG	9	15	9	18
(*)3684SHFFG	10	18	9	18
(*)3696SHFFG	11	21	9	18
(*)36108SHFFG	13	23	9	18
(*)36120SHFFG	14	26	9	18
(*)4248SHFFG	6	17	12	21
(*)4260SHFFG	8	19	12	21
(*)4272SHFFG	9	23	12	21
(*)4284SHFFG	11	26	12	21
(*)4296SHFFG	12	30	12	21
(*)42108SHFFG	14	33	12	21

All dimensions are in inches				
Filter Model Number	Gravel (CF)	Filter Sand (CF)	Sand Depth	Total Bed Depth
(*)42120SHFFG	15	37	12	21
(*)42132SHFFG	17	40	12	21
(*)42144SHFFG	18	44	12	21
(*)4848SHFFG	7	23	15	24
(*)4860SHFFG	8	28	15	24
(*)4872SHFFG	10	33	15	24
(*)4884SHFFG	12	37	15	24
(*)4896SHFFG	13	42	15	24
(*)48108SHFFG	15	46	15	24
(*)48120SHFFG	17	50	15	24
(*)6048SHFFG	12	48	19	30
(*)6060SHFFG	14	56	19	30
(*)6072SHFFG	16	64	19	30
(*)6084SHFFG	18	72	19	30
(*)6096SHFFG	20	80	19	30
(*)60108SHFFG	22	87	19	30
(*)60120SHFFG	25	95	19	30
(*)60132SHFFG	27	102	19	30
(*)60144SHFFG	29	110	19	30
(*)60156SHFFG	31	118	19	30
(*)60168SHFFG	33	125	19	30

EXHIBIT E
CONSTRUCTION SCHEDULE

EXHIBIT F
SCHEDULE OF VALUES



Progressive Commercial Aquatics, Inc.

2510 Farrell Rd
Houston TX
77073 281-982-0212

Quote

Quote #: Q5633
Date: 11/19/2021
Shipping Method:
Salesperson: Erica
Exp Date: 1/18/2022

Bill To

City of College Station (CSCITY)
Adamson & Hallaran Filters/Plaster
PPG 18300249R1 (until 1/3/20)
PO 18300249R2 (start 1/4/20)
vendorinvoiceentry@cstx.gov
rlgonzalez@cstx.gov

Ship To

City of College Station (CSCITY)
Adamson & Hallaran Filters/Plaster
PPG 21300209
Service/Repairs 20300358

College Station TX
77840 (979)764-3773

Item	Description	Qty	UOM	Unit Price	Tax	Total
NONSTOCK	Filter Media Change - Adamson	1	EA	\$14,974.00	\$0.00	\$14,974.00
PLASTER	Re-Plaster of Adamson	1	EA	\$135,500.00	\$0.00	\$135,500.00
NONSTOCK	Filter Media Change - C Hallaran	1	EA	\$7,874.00	\$0.00	\$7,874.00
PLASTER	Re-Plaster of C Hallaran	1	EA	\$78,300.00	\$0.00	\$78,300.00
NONSTOCK	P/P Bond	1	EA	\$4,630.00	\$0.00	\$4,630.00
NONSTOCK	VGBA SS Main Drain Cover 24 x 24 - C Hallaran	3	EA	\$800.00	\$0.00	\$2,400.00
NONSTOCK	VGBA SS Main Drain Cover 24 x 24 - Adamson	4	EA	\$800.00	\$0.00	\$3,200.00

EXMPT \$0.00

Total Weight of Items 0 lbs

Total \$246,878.00
Tax Total \$0.00
Grand Total \$246,878.00

There will be a 25% restocking fee on all returned items.
Credit Card Purchases will include a 4% Service Fee
Due to Material Shortages, Quotes are only valid for 60 days

Thank you for your business

1 of 4



Progressive Commercial Aquatics, Inc.

2510 Farrell Rd
Houston TX
77073 281-982-0212

Quote

Quote #: Q5633
Date: 11/19/2021
Shipping Method:
Salesperson: Erica
Exp Date: 1/18/2022

Bill To

City of College Station (CSCITY)
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Ship To

City of College Station (CSCITY)
Adamson & Hallaran Filters/Plaster
PPG 21300209
Service/Repairs 20300358

College Station TX
77840 (979)764-3773

Item	Description	Qty	UOM	Unit Price	Tax	Total
Project details below:						
1. Filter Media Change - Adamson						
- 4 qty filters						
- Each filter: 22 laterals & 1 gasket. Total for project: 88 laterals & 4 gaskets						
- Labor included						
2. Re-Plaster of Adamson						
Project to include saw cutting around all tile inside of pool to preserve. Removal of existing plaster down to concrete shell. Clean and power wash concrete surface to allow good adhesion with new plaster.						
New quartz aggregate plaster will be installed on entire inner surface of pool. Pool will be refilled and mechanical system will be restarted. Chemicals will be provided to balance pool for new plaster. Brush and vacuum for 1 week following new plaster application.						
Warranty:						
Quartz plaster - 3 year warranty against delamination						
3. Filter Media Change - Hallaran						
- 3 qty filters						

EXMPT \$0.00

Total Weight of Items 0 lbs

Total \$246,878.00
Tax Total \$0.00
Grand Total \$246,878.00

There will be a 25% restocking fee on all returned items.
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Progressive Commercial Aquatics, Inc.

2510 Farrell Rd
Houston TX
77073 281-982-0212

Quote

Quote #: Q5633
Date: 11/19/2021
Shipping Method:
Salesperson: Erica
Exp Date: 1/18/2022

Bill To

City of College Station (CSCITY)
Adamson & Hallaran Filters/Plaster
PPG 18300249R1 (until 1/3/20)
PO 18300249R2 (start 1/4/20)
vendorinvoiceentry@cstx.gov
rlgonzalez@cstx.gov

Ship To

City of College Station (CSCITY)
Adamson & Hallaran Filters/Plaster
PPG 21300209
Service/Repairs 20300358

College Station TX
77840 (979)764-3773

Item	Description	Qty	UOM	Unit Price	Tax	Total
- Each filter: 18 laterals & 1 gasket. Total for project: 54 laterals & 3 gaskets - Labor included						
4. Re-Plaster of Hallaran	Project to include saw cutting around all tile inside of pool to preserve. Removal of existing plaster down to concrete shell. Clean and power wash concrete surface to allow good adhesion with new plaster. New quartz aggregate plaster will be installed on entire inner surface of pool. Pool will be refilled and mechanical system will be restarted. Chemicals will be provided to balance pool for new plaster. Brush and vacuum for 1 week following new plaster application. BEACH ENTRY: Part of beach entry is currently plaster that is not underwater, this is not recommended. Plaster needs to be fully submerged. This price includes a tough coat beach entry. Warranty: Quartz plaster - 3 year warranty against delamination BOND: Total for all projects					
EXCLUSIONS:						

Maindrains: If main drains are expired or not to TX Code they must be replaced. It is believed that Adamson has stainless steel drains that are to code.

EXMPT \$0.00

Total Weight of Items 0 lbs

Total \$246,878.00
Tax Total \$0.00
Grand Total \$246,878.00

There will be a 25% restocking fee on all returned items.
Credit Card Purchases will include a 4% Service Fee
Due to Material Shortages, Quotes are only valid for 60 days

Thank you for your business

3 of 4



Progressive Commercial Aquatics, Inc.

2510 Farrell Rd
Houston TX
77073 281-982-0212

Quote

Quote #: Q5633
Date: 11/19/2021
Shipping Method:
Salesperson: Erica
Exp Date: 1/18/2022

Bill To

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Service/Repairs 20300358

College Station TX
77840 (979)764-3773

Item	Description	Qty	UOM	Unit Price	Tax	Total
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- Maindrains. If main drains are expired or not to TX Code they must be replaced. It is believed that Adamson has stainless steel drains that are to code.

EXMPT \$0.00

Total Weight of Items 0 lbs

Total	\$246,878.00
Tax Total	\$0.00
Grand Total	\$246,878.00

There will be a 25% restocking fee on all returned items.
Credit Card Purchases will include a 4% Service Fee
Due to Material Shortages, Quotes are only valid for 60 days

Thank you for your business

4 of 4

January 27, 2022
Item No. 9.7.
Birmingham Parking Removal

Sponsor: Troy Rother, Senior Engineer, Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV," to remove parking along Birmingham Road.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): Staff recommends removing parking from both sides of Birmingham from SH 6 to the exit of College Station Utilities.

Summary: Complaints were received regarding large vehicles parking on both sides of the street along Birmingham Road. Upon review and discussion with both the Transportation Committee and the Traffic Management Team, a plan to prohibit parking has been proposed.

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

Attachments:

1. Birmingham no parking ordinance
2. No Parking-Map
3. Alternate No Parking Birmingham

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE VI “TRAFFIC SCHEDULES,” SECTION 38-1014 “TRAFFIC SCHEDULE XIV, NO PARKING HERE TO CORNER AND NO PARKING AT ANY TIME,” BY REMOVING PARKING ON BOTH SIDES OF BIRMINGHAM ROAD FROM SH 6 FRONTAGE ROAD TO THE COLLEGE STATION UTILITIES EXIT, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1014 “Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar (\$1.00) and not more than two thousand dollars (\$2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Chapter 38, “Traffic and Vehicles,” Article VI. “Traffic Schedules”, Section 38-1014 “Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time,” is hereby amended to include as follows:

<i>Traveling on</i>	<i>Between</i>	<i>Travel Direction</i>	
Birmingham Road	SH 6 West Frontage Road and Longmire Drive	West	No parking anytime
Birmingham Road	Longmire Drive and entrance to College Station Utilities	West	No parking anytime
Birmingham Road	Exit from College Station Utilities and Longmire Drive	East	No parking anytime
Birmingham Road	Longmire Drive and SH 6 West Frontage Road	East	No parking anytime

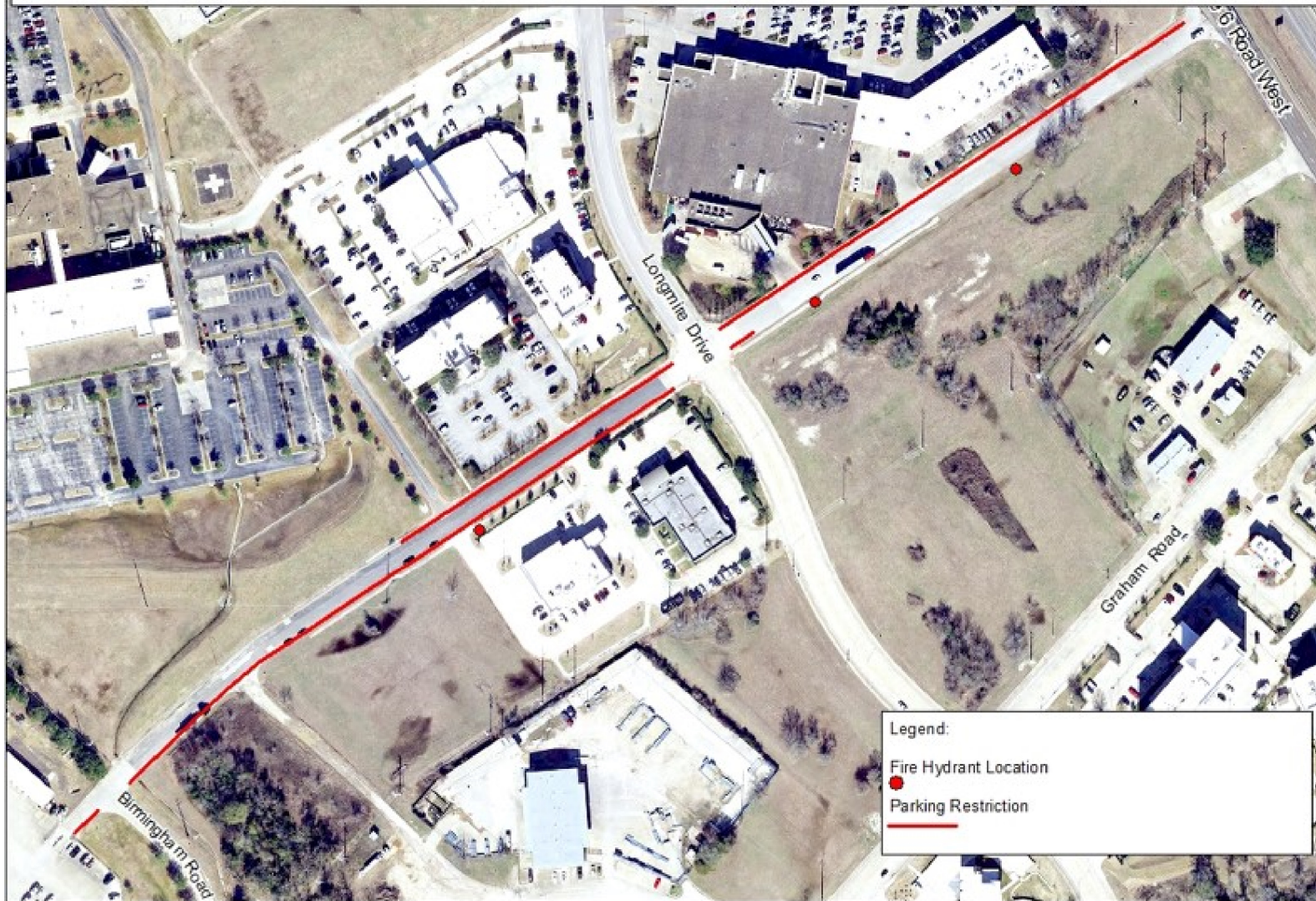
Birmingham Road from College Station Utilities to State Highway 6 Frontage Road

Proposed Parking Restriction

— Proposed Parking Restriction



Birmingham Parking Restriction: January 27, 2022



January 27, 2022

Item No. 9.8.

Discussion regarding rejoining Tex-21: Transportation Excellence for the 21st Century

Sponsor: Bryan Woods, City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding rejoining Tex-21: Transportation Excellence for the 21st Century

Relationship to Strategic Goals:

Improving Mobility

Recommendation(s): Staff recommends rejoining Tex-21

Summary: This item was requested by Mayor Karl Mooney on the December 9th, 2021 meeting of the City Council.

Budget & Financial Summary: N/A

Attachments:

None

January 27, 2022

Item No. 12.1.

Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Animal Shelter Board, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Bond Citizens Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Census Committee Group, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:

None