



## 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

---

February 10, 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 1938 Executive 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 regarding potential City participation in an opioid settlement with pharmaceutical manufacturer Endo Health Solutions Inc. et. al.
- b. Legal advice related to applicability of impact fees to Midtown City Center development.
- c. Legal advice related to contractual obligations in the Economic Development Agreement between the City of College Station and Viasat, Inc.

#### Personnel {Gov't Code Section 551.074};

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

- a. Council Self Evaluation

Competitive Matters {Gov't Code Section 551.086):

Possible action. The City Council may deliberate, vote, or take final action on a competitive matter as that term is defined in Gov't Code Section 552.133 in closed session. The following is a general representation of the subject matter to be considered:

a. Power Supply

### **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 must register with the City Secretary two (2) hours prior to the meeting being called to order. Individuals shall 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 three (3) minute mark the City Secretary will announce that the speak must conclude their remarks.

### **5. 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.

### **6. Workshop Items.**

6.1. Presentation, discussion, and possible action regarding a presentation on fleet maintenance.

Sponsors: Pete Caler

Attachments: None

6.2. Presentation, discussion, and possible action on transportation issues.

Sponsors: Bryan Woods

Attachments: None

6.3. Presentation, discussion, and possible action regarding the 2022 Bond Election.

Sponsors: Bryan Woods

Attachments: None

### **7. Consent Items.**

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

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

- January 27, 2022 Council Meeting

- Sponsors: Tanya Smith  
Attachments: 1. CCM012722 DRAFT Minutes
- 7.2. Presentation, discussion, and possible action related to amending the cemetery ordinance.  
Sponsors: Steve Wright  
Attachments: 1. Article\_II.\_\_\_\_City\_Owned\_Or\_Maintained\_Cemeteries Draft\_Lw 9-10-21
- 7.3. Presentation, discussion, and possible action regarding approval of the City's purchase of Three-Phase Padmount Transformers with estimated expenditures in amounts not to exceed \$413,696.00, awarded to KBS Electrical Distributors Inc and reject Bids for lines 1-6 and lines 9-12.  
Sponsors: Michael DeHaven  
Attachments: 1. 22-035 BID AWARD 021022
- 7.4. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1002 "Traffic Schedule II, Four-way Stop Intersections," by adding the intersection of Welsh Avenue and Park Place.  
Sponsors: Emily Fisher  
Attachments: 1. Welsh and Park Place Stop Sign Ord  
2. All-way Stop Map
- 7.5. Presentation, discussion, and possible action regarding a rate increase amendment to the five (5) year residential recycling collection franchise and general service agreement with Brannon Industrial Group, LLC, DBA BVR Waste and Recycling.  
Sponsors: Emily Fisher  
Attachments: 1. 20300291 Amd1
- 7.6. Presentation, discussion, and possible action regarding the renewal of an annual blanket order for the purchase of Cement Treated Base and Type D Grade 1 Cement Treated Recycled Crushed Concrete Base with Brazos Paving Materials, Inc. for an amount not to exceed \$703,000.  
Sponsors: Emily Fisher  
Attachments: 1. 21300263R1 Renewal  
2. Revised Bid Tab
- 7.7. Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with Lossen Bros Co., Inc. for the collection of recyclables from commercial businesses and multi-family locations.  
Sponsors: Emily Fisher  
Attachments: 1. 22300220 Lossen Bros Co Inc - COCS Recyclables Franchise Agreement
- 7.8. Presentation, discussion, and possible action regarding a construction contract in the amount of \$5,203,379.80 with Knife River Corporation-South for the Deacon At-Grade Railroad Crossing and Cain Railroad Crossing Closing project.  
Sponsors: Emily Fisher  
Attachments: 1. Project Map  
2. 22-018 Tabulation
- 7.9. Presentation, discussion, and possible action regarding approval of a contract as a result of the award of Bid # 22-019, for the purchase of one (1) electric substation power transformer for the

Switch Substation Transformer replacement from Virginia Transformer Corporation for an amount not to exceed \$977,518.

Sponsors: Timothy Crabb

Attachments: 1. 22-019 Bid Tab 122121  
2. Contract is available for review in the City Secretary's Office

## 8. Regular Items.

- 8.1. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Chapter 107, "Impact Fees," Article II, "System-Wide Impact Fees," Sections 107-71 "System-Wide Impact Fees For Water Services," 107-72 "System-Wide Impact Fees For Wastewater Services," and 107-73 "System-Wide Roadway Impact Fees" of the Code of Ordinances of the City of College Station, Texas by amending certain sections relating to water, wastewater, and roadway impact fee collection rates to provide for grandfathering of projects under development.

Sponsors: Jason Schubert, Carol Cotter

Attachments: 1. Ordinance  
2. Generalized Map of Unplatted Property

- 8.2. Presentation, discussion, and possible action regarding an appeal by James Murr to the applicability of impact fees for the Midtown City Center development.

Sponsors: Michael Ostrowski

Attachments: 1. Response to Appeal of Applicability of Impact Fees - 20220105  
2. Appeal and Supporting Information - 20220113  
3. Section 107-94 Impact Fee Administrative Appeals

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

Sponsors: Bryan Woods

Attachments: 1. February 10 Disaster Declaration Renewal Ordinance

## 9. Council Calendar - Council May Discuss Upcoming Events.

## 10. Items of Community Interest.

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

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

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

## 12. **Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items.**

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

## 13. **Adjourn.**

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on February 4, 2021 at 5:00 p.m.



City Secretary

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

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

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

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

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

**February 10, 2022**  
**Item No. 6.1.**  
**Fleet Maintenance Presentation**

**Sponsor:** Pete Caler, Assistant Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding a presentation on fleet maintenance.

**Relationship to Strategic Goals:**

1. Core Services and Infrastructure

**Recommendation(s):** N/A

**Summary:** The Fleet Maintenance Division has 18.5 full-time employees and maintains approximately 700 vehicles and ancillary equipment. The Division is responsible for operation of the City of College Station fueling system, preventative maintenance, repairs, state inspections and fleet asset management/replacement.

**Budget & Financial Summary:** N/A

**Attachments:**

None

**February 10, 2022**

**Item No. 6.2.**

**Presentation, discussion, and possible action on transportation issues.**

**Sponsor:** Bryan Woods, City Manager

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on transportation issues.

**Relationship to Strategic Goals:**

Improving Mobility

**Recommendation(s):**

**Summary:**

**Budget & Financial Summary:**

**Attachments:**

None

**February 10, 2022**

**Item No. 6.3.**

**Presentation and direction regarding the 2022 Bond Election**

**Sponsor:** Bryan Woods, City Manager

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding the 2022 Bond Election.

**Relationship to Strategic Goals:**

Good Governance

Financial Sustainability

Core Services and Infrastructure

Improving Mobility

Sustainable City

**Recommendation(s):**

**Summary:**

**Budget & Financial Summary:**

**Attachments:**

None

**February 10, 2022**  
**Item No. 7.1.**  
**Minutes**

**Sponsor:** Tanya Smith, City Secretary

**Reviewed By CBC:**

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

- January 27, 2022 Council Meeting

**Relationship to Strategic Goals:**

- Good Governance

**Recommendation(s):** Recommends Approval.

**Summary:** N/A

**Budget & Financial Summary:** None

**Attachments:**

1. CCM012722 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING  
VIA TELECONFERENCE  
CITY OF COLLEGE STATION  
JANUARY 27, 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  
Ian Whittenton, Deputy City Secretary

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

With a quorum present, the Meeting of the College Station City Council was called to order by Mayor Mooney via In-Person and Teleconference at 4:07 p.m. on Thursday, January 27, 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, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:08 p.m. on January 27, 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

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

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

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

- City Secretary
- City Manager
- Council Self-Evaluation (Mayor Pro Tempore)

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

Executive Session recessed at 5:56 p.m. No vote or action was taken in Executive Session.

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

### **5. Presentation - Proclamations, Awards, and Recognitions.**

5.1. 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.

Mayor Mooney presented the Planning and Development Services department a plaque recognizing them for the 15<sup>th</sup> year of receiving the 2021 Richard R. Lillie Planning Excellence Award.

### **6. Hear Visitors Comments**

Dennis Arce, College Station, came before Council to discuss three (3) different points: First, he stated that Lacey Lively does not have an assistant and Council should consider paying her the vacant assistants pay along with her salary for all that she does; Second, he expressed how Council should consider replacing the six (6) individuals appointed to the BCAC from the Community Partners list as they did not apply for the positions; Third, he request Council to also have a designated area for speaking at the meeting because citizens may not know they would like to speak until they hear the item.

Fred Dupriest, College Station, came before Council to present the 2022 Southside Initiative to Reduce Illegal Occupancy and illegal occupancy is not a “Victimless Crime”.

Summary of Southside Initiative

- Increase in Land Appraisal and Taxes in College Park Over 11 yrs.
- 2019 College Park Brazos CAD Land Valuations
- Favorable Investment Assumptions Were Used
- How Many Renters is Required to Achieve a 7% ROI?
- Each Illegal Renter Has a Large Impact on Potential Land Value
- Incremental Tax Paid by Other Owners Who Choose Not to Break The law

### **7. Workshop Items**

Mayor Mooney changed the order of the Workshop Items, 7.3 was present first then 7.1 and 7.2.

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

**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, to appoint Councilmember Nichols as Mayor ProTem. The motion carried unanimously.

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

Jason Schubert, Planning and Development, presented 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. Mr. Schubert also explained that the Integrated Mobility chapter of the updated Comprehensive Plan that was adopted at the October 14, 2021 during the Council meeting staff 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."

#### Recent Mobility Projects (2017-2021)

- Diverging Diamond Interchange
- University Drive Bike/PED Improvements
- Holleman Drive South
- Texas Avenue raised medians
- Midtown Drive

#### Upcoming Mobility Projects

- Harvey Mitchell Parkway (FM 2818)
- Jones Butler Road
- Deacon drive Wes
- SH 6
- Rock Prairie Road

#### Summary

##### Implement Comprehensive Plan Strategic Actions

- Continue collaboration with other regional partners
- Funding for mobility projects
- Update design standards to better support all modes
- Develop performance measure to assess and prioritize needed improvements

A majority of Council directed the City Manager's Office to bring something back information on a 10-year plan on gap levels, cost and how it will affect the traffic congestion. Also, how to reduce traffic congestion around the University and how to control the congestion one mile out from the school, with additional direction to examine the University Plan and where to connect with them.

### **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.**

Steve Wright, Parks and Recreation Director, introduced Jane Cohan with the Daughters of the American Revolution Chapter.

Jane Cohan and Sherry Frisk, College Station, presented the commemorate of 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, which would be the Tomb of the Unknown Soldier Never Forget Garden Veterans Memorial. Fundraising has begun and partners in this project are being sought from within the community.

## **8. CONSENT ITEMS**

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

No items were pulled for discussion.

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

- **January 13, 2022 Council Meeting**

**8.2. Presentation, discussion, and possible action on the second reading of a franchise agreement Ordinance No. 2022-4327 with Zters Inc., dba Zters Site Services for the collection of recyclables from commercial businesses and multi-family locations.**

**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.**

**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.**

**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.**

**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.**

**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 approve the Consent Items. The motion carried unanimously.

## **9. REGULAR ITEMS**

**9.1. Public Hearing, presentation, discussion, and possible action on Ordinance No. 2022-4328 for 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.**

Michael DeHaven, Assistant Finance Director, stated that 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. Mr. DeHaven provided 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. Fleet Replacement Fund transfer for FY21 vehicles \$6,302,256; 1207 Texas Ave.; Renovations funding from the General Fund \$2,500,000; Memorial Cemetery Shop funding from the; General Fund \$395,000; and IT Replacement Fund transfer for replacement host server \$190,000

| FY22 PROPOSED ITEMS                         |                      |
|---------------------------------------------|----------------------|
|                                             | Proposed Amount      |
| Encumbrance Roll                            | \$ 8,635,367         |
| ARP HOME Grant                              | 1,740,263            |
| Move Code Enforcement Officer               | 61,800               |
| General Govt CIP 1207 Tx Ave Reno           | 3,000,000            |
| Parks CIP- Memorial Cemetery Shop           | 395,000              |
| Fire Station Vehicle Exhaust Removal System | 110,000              |
| IT Replacement Fund Expenditures            | 190,000              |
| CIP for Egremont Ct                         | 150,000              |
| Total Budget Increase:                      | <u>\$ 14,282,430</u> |

Mr. Dehaven stated that there are 4 interfund transfers for consideration and the revised budget for FY22 with budget amendment 1 would be \$368,285,841.

At approximately 7:57 p.m., Mayor Mooney opened the Public Hearing.

Dennis Arce, College Station, stated instead of using money from the General Fund to pay for road work they City should find a way to have TAMU pay for University Drive improvements and repairs.

There being no comments, the Public Hearing was closed at 7:58 p.m.

**MOTION:** Upon a motion made by Councilmember Harvell and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2021-4328, 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. The motion carried unanimously.

**9.2. Public Hearing, presentation, discussion, and possible action regarding the FY2021**

## **Comprehensive Plan and Unified Development Ordinance (UDO) Annual Review.**

Tamanna Tasnum, Planning and Development, stated that 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, which many of the new actions within the updated plan are already underway or are scheduled to begin in 2022: FY2021 Construction Projects, Design Projects and Programs.

At approximately 8:15 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:15 p.m.

**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 accept the FY2021 Comprehensive Plan and Unified Development Ordinance (UDO) Annual Review. The motion carried unanimously.

### **9.3. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2022-4329 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.**

Robin Macias, Planning and Zoning, stated that 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 and 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.

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 8:22 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:22 p.m.

**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 adopt Ordinance No. 2022-4329, 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. The motion carried unanimously.

### **9.4. Presentation, discussion, and possible action on a proposed Resolution No. 01-27-22-9.4 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).**

Gary Mechler, Water Services Director, stated that 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. Mr. Mechler explained that this item is a routine update and includes some changes that allow greater flexibility for future City Council-approved exceptions.

- The existing resolution:
  1. Identified prior comprehensive plan utility objectives,
  2. Prohibited water and wastewater service extensions outside of the City limits without annexation, and
  3. In specific cases, allowed the City Council to grant exceptions.
- The proposed revisions to the City's policy resolution are:
  1. Updates that will align this policy with the current Comprehensive Plan.
  2. Revisions regarding City Council-approved exceptions to this policy allowing greater flexibility for future City Council approved exceptions which are in the best interest of the City.
  3. Revisions regarding ownership and operation of package sewage treatment plant facilities.
  4. Provisions to consider exemptions for Health and Safety or the best economic interest of the City.
- A related change was made in Resolution No. 08-12-21-8.4, as amended, requiring all customers receiving sewer service outside of the City's corporate limits or under contract to pay all established rates, with an additional 50 percent surcharge (reference in Section 2-117 of the City of College Station Code of Ordinances).
- Item 9.5 is dependent on approval of this item.

**MOTION:** Upon a motion made by Councilmember Crompton and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to approve Resolution No. 01-27-22-9.4, 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), with modifications adding language for health and safety reasons and/or the best financial economic benefit. The motion carried unanimously.

### **9.5. Presentation, discussion, and possible action to approve Resolution No. 01-27-22-9.5 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.**

Gary Mechler, Water Services Director, stated that 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. 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. Mr. Mechler explained that the 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).

#### Impact of Exemption

- 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 all infrastructure costs for 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).

**MOTION:** Upon a motion made by Mayor Mooney and a second by Councilmember Brick, the City Council voted three (3) for and four (4) opposed, with Councilmembers Brick, Crompton, Cunha, and Maloney voting against, to approve Resolution No. 01-27-22-9.5, 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, in the best interest of health and safety and economic benefit. The motion failed.

#### **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.**

Steve Wright, Parks and Recreation Director, stated that Progressive Commercial Aquatics will remove and haul away existing plaster material and install 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.

#### Scope

- Remove and install improved, upgraded plaster
- Remove and install new media filter material
- Restart and chemically balance pools

#### Finding

- Parkland Dedication Zone A/B
- General Fund
- \$246,878

**MOTION:** Upon a motion made by Councilmember Crompton and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to approve 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, with General Revenue Funds. The motion carried unanimously.

Mayor Mooney recessed the meeting at 8:58 p.m.

The meeting resumed at 9:10 p.m.

#### **9.7. Presentation, discussion, and possible action regarding Ordinance No. 2022-4330 amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV," to remove parking along Birmingham Road.**

Troy Rother, Traffic Engineer, stated that 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.

#### The Concern

- Access
  - ✓ Large vehicles navigating Birmingham Road
  - ✓ Trucks parking on both sides of the streets
- Liability
  - ✓ Damages for both City and private property
- Crashes
  - ✓ 2 crashes involving CSU vehicles – 2021
  - ✓ 1 crash involving private resident – 2022

#### The Plan

- Improves access and egress along the corridor and driveways
- Improves safety for drivers and vehicles
- Proposed bike & pedestrian facility
- Addresses operation issues
- Provides access for roadway maintenance
- Needed for future development driveways

#### Recommendation

- Recommends City Council approve an ordinance to remove parking from both sides of Birmingham Road from SH 6 to the CSU entrance.
  - ✓ No recommendation from the Transportation & Mobility Committee
  - ✓ Parking removal has been presented
    - Traffic Management Team – twice
    - Transportation & Mobility Committee – twice
  - ✓ Ordinance is effective 10 days after passage.

#### The Alternate Plan

- Prohibit parking near all intersections and driveways to maintain sufficient sight distance.
  - ✓ Will still allow limited truck parking while maintaining safety
    - Typical observed parking is 784 feet
    - Available parking space using this plan is 1490 feet

At approximately 9:27 p.m., Mayor Mooney opened for Citizen Comments.

Tammie Phillips, College Station, came before Council to express her concern about the removal of all parking and is in support of the alternative plan, that will still allow some parking for truckers and small business owners.

There being no comments, the Citizen Comments was closed at 9:30 p.m.

**MOTION:** Upon a motion made by Councilmember Cunha and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2021-4330, amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014

"Traffic Schedule XIV," the alternate plan to prohibit parking near all intersections and driveways to maintain sufficient sight distance. The motion carried unanimously.

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

**MOTION:** Upon a motion made by Councilmember Maloney and a second by Mayor Mooney, the City Council voted seven (7) for and none (0) opposed, to approve the rejoining of Tex-21: Transportation Excellence for the 21st Century. The motion carried unanimously.

**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**

Tanya Smith, City Secretary, stated that Council needs to make appointments to the annual discussed following boards, committees, and commissions. Mrs. Smith explained that Council needs a motion to appoint to each of these boards.

Architectural Advisory Committee – 2-year term

- Ray Holliday

Audit Committee – 2-year term

- Richard Price

B/CS Library Board – 2-year terms

- Larry Ringer (Chair)
- Daniel Rudge

Bicycle, Pedestrian and Greenways Advisory Board

Position C for 2-year term: Nancy “Joy” Chmelar

Position D for 2-year term: Rebecca Brooker

Position E for 3-year term: Brad Brimley

Position F for 3-year term: Matthew Madewell

At Council’s discretion a Citizen at Large may be appointed for any position.

Design Review Board

Position (A) for 3-year term: Ray Holliday

Position (B) for 3-year term: David Hebert

Position (D) changed to (E) for 1-year term unexpired term: Ivan Rusyn

2 Positions (E) for 2-year term:

- William Scott McKinney
- Susan McGrail

Chair: P&Z Chair or his/her designee

**MOTION:** Upon a motion made by Mayor Mooney and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to appoint the Planning and Zoning Chairperson, or his/her designee, to serve as the Design Review Board Chairperson as long as they serve as the Chairperson of the Planning and Zoning Commission. The motion carried unanimously.

#### Historic Preservation Committee

Position (4) for 3-year term: Thomas Smith

Position (5) for 3-year term: Sherry Frisk

Position (6) for 3-year term: Marilyn Randall

Position (7) for 2-year term: William Wright

Position (8) for 2-year term: Marilyn Maddox

Position (9) for 2-year term: Tre Watson

#### Parks & Recreation Board

Position (1) for 3-year term: Don Hellriegel

Position (2) for 3-year term: David Higdon

Position (3) for 3-year term: John Polasek

Position (7) for 2-year term: Lisa Aldrich

Position (8) for 2-year term: David White

Position (9) for 2-year term: Madeline Giroir

#### Spring Creek Local Government Corporation - 2-year terms

- Thomas Jackson
- Jane Kee

### **9. Council Calendar**

Council reviewed the calendar.

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

Councilmember Nichols recognized the passing of former Councilmember Lane B. Stephenson.

Councilmember Maloney wanted to recognize the Chamber of Commerce Economic Research for doing an amazing Job at the Economic Conference, as well as Mayor Mooney and Natalie Ruiz for their great speeches.

**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)**

Councilmember Nichols reported on BVSWMA.

**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 Brick requested a discussion on the rules that pertain to electronic mobile vehicles.

**13. Adjournment.**

There being no further business, Mayor Mooney adjourned the Meeting of the City Council at 10:25 p.m. on Thursday, January 27, 2022.

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

ATTEST:

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

**February 10, 2022**  
**Item No. 7.2.**  
**Cemetery Ordinance**

**Sponsor:** Steve Wright

**Reviewed By CBC:** N/A

**Agenda Caption:** Presentation, discussion and possible action related to amending Chapter 10-Cemeteries, Article II-City Owned or Maintained Cemeteries, of the Code of Ordinances of the City of College Station.

**Relationship to Strategic Goals:**

Core Services and Infrastructure

**Recommendation(s):** Parks & Recreation Advisory Board unanimously voted to recommend all proposed changes to the ordinance in Nov. 2021. Staff agrees.

**Summary:** As a housekeeping item, staff worked through Chapter 10-Cemeteries, Article II-City Owned or Maintained Cemeteries, of the Code of Ordinances of the City of College Station, identifying and editing errors in verbiage and changing the ordinance to match approved practices in the long-term care, aesthetics and visual representation of the city cemeteries.

**Budget & Financial Summary:** N/A

**Attachments:**

1. ARTICLE\_II.\_\_\_CITY\_OWNED\_OR\_MAINTAINED\_CEMETERIES Draft
2. 1. Ordinance Amd Cemeteries

## ARTICLE II. - CITY OWNED OR MAINTAINED CEMETERIES

**State Law reference—** Municipal cemetery authorized, Texas Health and Safety Code § 713.001.

### Sec. 10-19. - Defined.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*City cemeteries* means the College Station Cemetery and the Memorial Cemetery of College Station, including the Aggie Field of Honor. College Station Cemetery consists of approximately 18 acres located at 2530 Texas Avenue South. Memorial Cemetery of College Station consists of approximately 56 acres located at 3800 Raymond Stotzer Parkway.

(Code 2011 (Repub.), § 1-29(A)(1))

### Sec. 10-20. - General provisions.

- (a) City cemeteries are set apart for the interment of human remains subject to the rules established in this article, the City Code of Ordinances, and any applicable Federal or State laws. Availability of spaces in the Aggie Field of Honor sections within the Memorial Cemetery of College Station is not restricted but is designed to be desirous to students, former students, faculty, staff, their families, and friends of Texas A&M University.
- (b) All spaces in the City cemeteries owned and operated by the City are conveyed to the purchaser by warranty deed for the purpose of burial only. The rights of the purchaser therein are subject to such rules and ordinances as may be enacted or amended, from time to time, by the City Council.
- (c) The rules and regulations herein contained are designed for the protection of the rights of all space owners. The rules adopted have been determined to be reasonably necessary and incidental to achieve the aforestated objectives.
- (d) The City cemeteries shall be generally platted into sections, blocks, lots, and spaces by the City Manager or designee, who shall prepare, maintain and keep in the City Sexton's Office a plat of the City cemeteries.
- (e) The Shiloh and Salem portions of the College Station Cemetery are closed to future burials except in those spaces which are clearly identified as available by the Cemetery Sexton. The term "clearly identifiable" means by headstones, curbing, or other physical and visual indicators or demarcations. If a family member is interred, and space in the proximity is available, the Cemetery Sexton may allow the space to be used. If an available space is not locatable, then other alternate locations will have to be sought other than the Shiloh and Salem portions of the cemetery.

(Code 2011 (Repub.), § 1-29(A)(2)—(6))

### Sec. 10-21. - Administration.

All administrative matters pertaining to the operation of the City cemeteries shall be under the direction of the City Manager or designee.

(Code 2011 (Repub.), § 1-29(B))

### Sec. 10-22. - Records.

Records giving full data on all interments shall be kept in the City files, and shall be open to authorized persons. The data is to include the section, lot, and grave location; and the name, age, and the date of interment of each grave occupant.

(Code 2011 (Repub.), § 1-29(G))

Sec. 10-23. - Cemetery care.

- (a) The City shall provide for the continuing care, maintenance, operation, and improvements to the City cemeteries. In general, this shall include road maintenance, mowing, pruning, landscaping or removal of plant material, policing of the grounds, pest control, leveling of monuments after warranty period, and such other maintenance as may be necessary to keep the City cemeteries presentable at all times.
- (b) Cemetery care does not include the purchase, erection, repair, or replacement of monuments, headstones, markers, any other item on a space or leveling of monuments during warranty period.

(Code 2011 (Repub.), § 1-29(C))

**State Law reference**— Municipal maintenance of cemeteries, Texas Health and Safety Code § 713.011.

Sec. 10-24. - Miscellaneous.

- (a) No monument, headstone, or marker may be set in the City cemeteries without the prior approval of the City Manager or designee and issuance of a permit. A permit request form may be obtained from the Cemetery Sexton or the Parks and Recreation Department.
  - (1) All permit requests shall include renderings with size dimensions, names, dates, engravings, and any other ornamentation for each requested monument, foot marker, corner marker, or niche covering.
  - (2) Any monument, headstone or marker set in violation of this section shall be subject to removal by the City as provided below.
- (b) Whenever the City Manager or designee determines that a violation of this section has occurred, the City shall:
  - (1) Record and document the violation.
  - (2) Notify space owners in writing by regular mail to the last known address for the space owner, of the violation.
  - (3) Allow 14 days from the date the notice was mailed for compliance or appeal to the City Manager or designee.
  - (4) If the space owner neither complies with the section nor requests an appeal, the City may remedy the violation.

(Code 2011 (Repub.), § 1-29(M))

Sec. 10-25. - Purchase options.

- (a) Standard space.
  - (1) College Station Cemetery: A standard space is five feet by ten feet;
  - (2) Memorial Cemetery of College Station: A standard space is four feet by ten feet.

- (b) Infant space.
  - (1) College Station Cemetery, Babyland and Section O: Infant spaces are four feet by five feet;
  - (2) Memorial Cemetery of College Station. Infant spaces are four feet by 4½ feet.
- (c) Cremate only spaces. College Station Cemetery: Designated cremate only spaces in Section LR are 2½ feet by 2½ feet.
- (d) Columbarium niches. Memorial Cemetery of College Station: Cremates must fit in a niche of 11 inches by 11 inches by 11 inches.
- (e) Price. The price of all spaces in the City cemeteries shall be established in Section 2-117.
- (f)
- (g) Purchasers are limited to one space per each casket interment. The interment of two cremains shall be allowed in a single standard space. Combinations of casket burials and cremates shall be allowed in a single standard space. A maximum of one cremate burial shall be allowed per designated cremate space in Section LR of the College Station Cemetery. A maximum of two cremates shall be allowed per columbarium niche in the Memorial Cemetery of College Station.

(Code 2011 (Repub.), § 1-29(E); altered in 2017 recodification)

Sec. 10-26. - Resale options.

The sale, transfer or assignment of any space in the City cemeteries by any owner or purchaser shall not be binding upon the City until:

- (1) A written request from the current owner detailing the sale, transfer, or assignment of spaces is received by the City;
- (2) It has been approved in writing by the City Manager or designee; and
- (3) The space is reconveyed by the City through the reissuance of a warranty deed to the new owner or purchaser.
- (4) Upon written request of the owner, the City of College Station, at its sole discretion, may buy back any unwanted spaces or niches at either the original purchase price or current purchase price whichever is lower.

(Code 2011 (Repub.), § 1-29(F))

Sec. 10-27. - Hours of operation.

The City cemeteries shall be open Monday through Sunday from sunup to sundown.

(Code 2011 (Repub.), § 1-29(D))

Sec. 10-28. - Planting and other decorations in City cemeteries.

- (a) Grass, flowers, shrubs, trees, or other types of vegetation shall be planted only by or at the direction of the City Manager or designee in accordance with a landscape plan for the entire cemetery. Plantings by individuals are prohibited and shall be removed by the City.
- (b) The City shall establish grass on spaces after an appropriate amount of time has elapsed since burial to allow for settling. During this time the City shall establish the final grade to match the surrounding area.

- (c) Plantings of trees, shrubs or flowers on grave spaces at the College Station Cemetery that existed prior to adoption of Ordinance No. 1959 on June 11, 1992, which were specifically grandfathered with the adoption of that ordinance, shall continue to be grandfathered. These plantings may be removed by the City whenever they become unsightly, or as necessary to provide access to grave spaces. Replacement of grandfathered plantings that have been removed shall not be allowed.
- (d) The placing of potted plants, cut flowers, baskets, floral pieces, funeral designs, decorations, and all other objects of a temporary nature is permitted adjacent to the monument only, and on the owner's space only. Only two items of this nature shall be allowed per space. No glass containers are allowed, and the digging of holes for the placement of any items is prohibited. Items associated with a funeral can remain on the space for a reasonable amount of time after the interment in that space. Determination of a reasonable amount of time shall be determined by the City Manager or designee.
- (e) The City Manager or designee shall have the right to remove all flowers, potted plants, wreaths, baskets, floral pieces, funeral designs, decorations and all other objects of a temporary nature when they become withered, unsightly, a safety concern, or an obstruction to maintenance. In addition, the City shall conduct a general grounds clean-up of the cemeteries the last week of each month.
- (g) The City Manager or designee is empowered to and may enter upon any space within the City cemeteries and remove anything that may have been erected or placed thereon contrary to the provisions of this section, and may remove any dead or damaged tree, shrub or vine.

(Code 2011 (Repub.), § 1-29(H))

**State Law reference**— Municipal maintenance of cemeteries, Texas Health and Safety Code § 713.011.

Sec. 10-29. - Copings, hedges, fencing, etc.

- (a) No copings, coverings, ledgers, hedges, fences, exposed vaults, walls, or other enclosures shall be permitted in, on, or around any space; except that coverings and ledgers shall be permitted only in the College Station Cemetery upon the approval of the City Manager or designee.
- (b) For the purpose of this section, copings are materials placed above grade to define the grave space. A covering means any material other than turf that may be placed over the grave. A ledger is any stone, monument, or marker that may be placed in such a way as to cover the grave space.

(Code 2011 (Repub.), § 1-29(I))

Sec. 10-30. - Monuments, foot markers, and corner markers in College Station Cemetery.

The following provisions apply to College Station Cemetery:

- (1) The term "monuments" shall mean those markers placed on the head line of a space. The term "foot markers" shall mean markers placed on the foot line of the space. Corner markers shall mean markers placed on the corners of a space.
- (2) Monuments for single standard spaces shall not exceed 30 inches in height, 48 inches in length, or 16 inches in width. These maximum dimensions shall also pertain to any design that incorporates a base. If a base is included, it shall be set flush with ground level or must have a maximum of four inches above ground level. The back of the monument shall be set on the head line of the space and equidistant from the side boundaries of the space, and the monument shall be located on undisturbed ground. No more than one headstone and one footstone shall be permitted per single space.

- (3) Family or double monuments shall only be placed on a minimum of two adjoining (side by side) standard spaces, and shall not exceed 30 inches in height, 72 inches in length, or 16 inches in width. These maximum dimensions shall also pertain to any design that incorporates a base. If a base is included, it shall be set flush with ground level or must have a maximum of four inches above ground level. The back of the monument shall be set on the head line of the spaces and equidistant from the side boundaries of the spaces, and the monument shall be located on undisturbed ground. No more than one family or double monument shall be permitted per two adjoining (side by side) standard spaces.
- (4) Monuments for single baby spaces (Babyland and Section O only) shall not exceed 22 inches in height, 24 inches in length, or 12 inches in width. These maximum dimensions shall also pertain to any design that incorporates a base. If a base is included, it shall be set flush with ground level or must have a maximum of four inches above ground level. The back of the monument shall be set on the head line of the space and equidistant from the side boundaries of the space, and the monument shall be located on undisturbed ground. There shall be only one monument per infant space and no other markers shall be allowed.
- (5) Foot markers shall be set on the foot line of the space with the long side of the foot marker parallel to the foot line and centered equidistant from the side boundaries of the space. The foot marker shall not exceed 28 inches in length or 16 inches in width. Flat foot markers shall be set flush with the ground; slanted foot markers shall not exceed eight inches in height. Only one foot marker per standard space shall be allowed. Exception: One flat foot marker not to exceed 72 inches in length is allowed when family or double monuments are placed on a minimum of two adjoining standard spaces. All other regulations still apply.
- (6) Corner markers shall not exceed eight inches by eight inches and shall be set flush with the ground.
- (7) Any additional items incorporated into any monument or foot marker design shall be permanently affixed to the monument or marker and shall not extend beyond the maximum dimensions allowed for the monument or foot marker.
- (8) Single monuments for the designated cremate only spaces in Section LR shall not exceed 28 inches in length or 16 inches in width and shall be set flush with the ground or up to a maximum of two inches above ground level. The back of the monument shall be set on the head line of the space and equidistant from the side boundaries of the space. There shall be only one monument per designated cremate only space and no other markers shall be allowed.
- (9) Family or double monuments for the designated cremate only spaces in Section LR shall not exceed 54 inches in length or 16 inches in width. The monument shall be set flush with the ground or up to a maximum of two inches above ground level. The back of the monument shall be set on the head line of the spaces and equidistant from the side boundaries of the spaces. There shall be only one double monument per two adjoining (side by side) designated cremate only spaces and no other markers shall be allowed.

(Code 2011 (Repub.), § 1-29(J); Ord. No. 2017-3854, exh. A, 1-26-2017)

Sec. 10-31. - Monuments, foot markers, and corner markers in Memorial Cemetery of College Station.

The following provisions apply to Memorial Cemetery of College Station:

- (1) The term "monuments" shall mean those markers placed on the head line of a space. The term "foot markers" shall mean markers placed on the foot line of the space. Corner markers shall mean markers placed on the corners of a space.
- (2) Municipal sections.
  - a. Monuments for single standard spaces shall not exceed 30 inches in height, 36 inches in length, or 16 inches in width. These maximum dimensions shall also pertain to any design

that incorporates a base. If a base is included, it shall be set flush with ground level or must have a maximum of four inches above ground level. The back of the monument shall be set on the head line of the space and equidistant from the side boundaries of the space, and the monument shall be located on undisturbed ground. No more than one monument shall be permitted per single space.

- b. Family or double monuments shall only be placed on a minimum of two adjoining (side by side) standard spaces, and shall not exceed 30 inches in height, 72 inches in length, or 16 inches in width. These maximum dimensions shall also pertain to any design that incorporates a base. If a base is included, it shall be set flush with ground level or must have a maximum of four inches above ground level. The back of the monument shall be set on the head line of the spaces and equidistant from the side boundaries of the spaces, and the monument shall be located on undisturbed ground. No more than one family or double monument shall be permitted per two adjoining (side by side) standard spaces.
- c. Monuments for single infant spaces shall not exceed 22 inches in height, 24 inches in length, or 12 inches in width. These maximum dimensions shall also pertain to any design that incorporates a base. If a base is included, it shall be set flush with ground level or must have a maximum of four inches above ground level. The back of the monument shall be set on the head line of the space and equidistant from the side boundaries of the space, and the monument shall be located on undisturbed ground. There shall be only one monument per infant space and no other markers shall be allowed.
- d. Foot markers shall be set on the foot line of the space with the long side of the foot marker parallel to the foot line and centered equidistant from the side boundaries of the space. The foot marker shall not exceed 28 inches in length or 16 inches in width. Flat foot markers shall be set flush with the ground; slanted foot markers shall not exceed eight inches in height. Only one foot marker per standard space shall be allowed. Exception: One flat foot marker not to exceed 72 inches in length is allowed when family or double monuments are placed on a minimum of two adjoining standard spaces. All other regulations still apply.
- e. Corner markers shall not exceed eight inches by eight inches and shall be set flush with the ground.
- f. Any additional items incorporated into any monument or foot marker design shall be permanently affixed to the monument or marker and shall not extend beyond the maximum dimensions allowed for the monument or foot marker.
- g. Niche coverings for the columbarium shall be supplied by the City, and there shall be no substitutions of material. Engraved lettering on all columbarium niche covers shall be painted black. If other engravings and carvings are painted, the only allowed color is black. The niche covering shall have no more than two attached items, such as bronze emblems, and these items shall not extend more than one inch from the face of the niche covering, and shall not extend beyond the edges of the niche covering.

(3) Aggie Field of Honor Sections.

- a. All monuments shall be base and tablet style, and shall be gray granite with polished tops, sides, and backs. Foot markers shall be polished gray granite, bronze, or a combination of the two. There shall be no corner markers.
- b. Monuments for single standard spaces shall be set so that the overall height is 30 inches above grade. The monument tablet shall be 26 inches in height, 30 inches in length, six inches in width, and rectangular in shape. The tablet sides shall be perpendicular to the ground, and the top shall be flat. The monument base shall be 36 inches in length; 12 inches in width; and rectangular in shape. The base shall be set so that the top of the base is a maximum of four inches above grade. The back of the monument base shall be set on the head line of the space and equidistant from the side boundaries of the space. The monument tablet shall be set on the base equidistant left to right and front to back. The monument shall

be located on undisturbed ground. No more than one monument shall be permitted per single space.

- c. Family or double monuments shall only be placed on a minimum of two adjoining (side by side) standard spaces. Family or double monuments shall be set so that the overall height is 30 inches above grade. The monument tablet shall be 26 inches in height, 60 inches in length, six inches in width, and rectangular in shape. The tablet sides shall be perpendicular to the ground, and the top shall be flat. The monument base shall be 72 inches in length, 12 inches in width, and rectangular in shape. The base shall be set so that the top of the base is a maximum of four inches above grade. The back of the monument base shall be set on the head line of the spaces and equidistant from the side boundaries of the spaces. The monument tablet shall be set on the base equidistant left to right and front to back. The monument shall be located on undisturbed ground. No more than one family or double monument shall be permitted per two adjoining (side by side) standard spaces.
- d. Engraved lettering on all monument tablet faces and backs, granite foot markers, and columbaria niche covers shall be painted black. If other engravings and carvings are painted, the only allowed color is black.
- e. The following applies for all monuments: engraving, carving, and sandblasting are allowed only on the tablet face. Any ornamentation on the face of the tablet shall not extend to the sides, top, or back of the tablet or base. No more than two attached items, such as bronze emblems, shall be allowed on the tablet face, and these items shall not extend more than two inches from the face of the tablet, and shall not extend beyond the edges of the tablet.
- f. The only allowed ornamentation on the back of the monument shall be the surname of the interred and the lettering shall not exceed three inches in height. The top of the lettering shall be six inches below the top of the tablet, the lettering shall be centered equidistant from the sides of the tablet, and the lettering shall be parallel to the top of the tablet. The lettering shall be painted black, and no additional engraving, carving, or sandblasting is allowed on the back of the monument.
- g. Foot markers shall only be set on the foot line of the space, with the long side of the foot marker parallel to the foot line, centered equidistant from the side boundaries of the space, and shall not exceed 28 inches in length or 16 inches in depth. All foot markers shall be set flush with the ground. Only one foot marker per space shall be allowed. Exception: One flat foot marker not to exceed 72 inches in length is allowed when family or double monuments are placed on a minimum of two adjoining standard spaces. All other regulations still apply. Foot markers shall be polished gray granite, bronze, or a combination of the two.
- h. There shall be no additional items incorporated into monuments or foot markers in the Aggie Field of Honor sections.
- i. Niche coverings for the columbaria shall be supplied by the City, and there shall be no substitutions of material. Engraved lettering on all columbaria niche covers shall be painted black. If other engravings and carvings are painted, the only allowed color is black. The niche covering shall have no more than two attached items, such as bronze emblems, and these items shall not extend more than one inch from the face of the niche covering, and shall not extend beyond the edges of the niche covering.

(Code 2011 (Repub.), § 1-29(K); Ord. No. 2017-3854, exh. A, 1-26-2017)

#### Sec. 10-32. - Mausoleums.

In College Station Cemetery, mausoleums shall be permitted only in Sections F, G, M, and J. The locations, size, and design must be approved and be issued a permit by the City Manager or designee. Mausoleums are not permitted in Memorial Cemetery of College Station.

(Code 2011 (Repub.), § 1-29(L))

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

**AN ORDINANCE AMENDING CHAPTER 10, “CEMETERIES,” ARTICLE II, “CITY OWNED OR MAINTAINED CEMETERIES,” SECTIONS 10-23, 10-25, 10-26, 10-27, 10-28, 10-30, 10-31, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO CEMETERIES; 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 10, “Cemeteries” Article II, “City Owned or Maintained Cemeteries,” Sections 10-23 “Cemetery Care”, 10-25 “Purchase Options”, 10-26 “Resale Options”, 10-27 “Hours of Operation”, 10-28 “Planting and Other Decorations in City Cemeteries”, 10-30 “Monuments, Foot Markers, and Corner Markers of the College Station Cemetery”, and 10-31 “Monuments, Foot Markers, and Corner Markers of the Memorial Cemetery” of the Code of Ordinances of the City of College Station, Texas, be amended in its entirety in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

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

**ATTEST:**

**APPROVED:**

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

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

**APPROVED:**

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

**EXHIBIT A**

That Chapter 10, “Cemeteries,” Article II, “City Owned or Maintained Cemeteries,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended in its entirety to read as follows:

**“ARTICLE II. - CITY OWNED OR MAINTAINED CEMETERIES**

**State Law reference—** Municipal cemetery authorized, Texas Health and Safety Code § 713.001.

**Sec. 10-19. - Defined.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*City cemeteries* means the College Station Cemetery and the Memorial Cemetery of College Station, including the Aggie Field of Honor. College Station Cemetery consists of approximately 18 acres located at 2530 Texas Avenue South. Memorial Cemetery of College Station consists of approximately 56 acres located at 3800 Raymond Stotzer Parkway.

(Code 2011 (Repub.), § 1-29(A)(1))

**Sec. 10-20. - General provisions.**

- (a) City cemeteries are set apart for the interment of human remains subject to the rules established in this article, the City Code of Ordinances, and any applicable Federal or State laws. Availability of spaces in the Aggie Field of Honor sections within the Memorial Cemetery of College Station is not restricted but is designed to be desirous to students, former students, faculty, staff, their families, and friends of Texas A&M University.
- (b) All spaces in the City cemeteries owned and operated by the City are conveyed to the purchaser by warranty deed for the purpose of burial only. The rights of the purchaser therein are subject to such rules and ordinances as may be enacted or amended, from time to time, by the City Council.
- (c) The rules and regulations herein contained are designed for the protection of the rights of all space owners. The rules adopted have been determined to be reasonably necessary and incidental to achieve the aforestated objectives.
- (d) The City cemeteries shall be generally platted into sections, blocks, lots, and spaces by the City Manager or designee, who shall prepare, maintain and keep in the City Sexton's Office a plat of the City cemeteries.
- (e) The Shiloh and Salem portions of the College Station Cemetery are closed to future burials except in those spaces which are clearly identified as available by the Cemetery Sexton. The term "clearly identifiable" means by headstones, curbing, or other physical and visual indicators or demarcations. If a family member is interred, and space in the proximity is available, the Cemetery Sexton may allow the space to be used. If an available space is not locatable, then other alternate locations will have to be sought other than the Shiloh and Salem portions of the cemetery.

(Code 2011 (Repub.), § 1-29(A)(2)—(6))

**Sec. 10-21. - Administration.**

All administrative matters pertaining to the operation of the City cemeteries shall be under the direction of the City Manager or designee.

(Code 2011 (Repub.), § 1-29(B))

## Sec. 10-22. - Records.

Records giving full data on all interments shall be kept in the City files, and shall be open to authorized persons. The data is to include the section, lot, and grave location; and the name, age, and the date of interment of each grave occupant.

(Code 2011 (Repub.), § 1-29(G))

## Sec. 10-23. - Cemetery care.

- (a) The City shall provide for the continuing care, maintenance, operation, and improvements to the City cemeteries. In general, this shall include road maintenance, mowing, pruning, landscaping or removal of plant material, policing of the grounds, pest control, leveling of monuments after warranty period, and such other maintenance as may be necessary to keep the City cemeteries presentable at all times.
- (b) Cemetery care does not include the purchase, erection, repair, or replacement of monuments, headstones, markers, any other item on a space or leveling of monuments during warranty period.

(Code 2011 (Repub.), § 1-29(C))

**State Law reference**— Municipal maintenance of cemeteries, Texas Health and Safety Code § 713.011.

## Sec. 10-24. - Miscellaneous.

- (a) No monument, headstone, or marker may be set in the City cemeteries without the prior approval of the City Manager or designee and issuance of a permit. A permit request form may be obtained from the Cemetery Sexton or the Parks and Recreation Department.
  - (1) All permit requests shall include renderings with size dimensions, names, dates, engravings, and any other ornamentation for each requested monument, foot marker, corner marker, or niche covering.
  - (2) Any monument, headstone or marker set in violation of this section shall be subject to removal by the City as provided below.
- (b) Whenever the City Manager or designee determines that a violation of this section has occurred, the City shall:
  - (1) Record and document the violation.
  - (2) Notify space owners in writing by regular mail to the last known address for the space owner, of the violation.
  - (3) Allow 14 days from the date the notice was mailed for compliance or appeal to the City Manager or designee.
  - (4) If the space owner neither complies with the section nor requests an appeal, the City may remedy the violation.

(Code 2011 (Repub.), § 1-29(M))

## Sec. 10-25. - Purchase options.

- (a) Standard space.
  - (1) College Station Cemetery: A standard space is five feet by ten feet;
  - (2) Memorial Cemetery of College Station: A standard space is four feet by ten feet.
- (b) Infant space.
  - (1) College Station Cemetery, Babyland and Section O: Infant spaces are four feet by five feet;

- (2) Memorial Cemetery of College Station. Infant spaces are four feet by 4½ feet.
- (c) Cremate only spaces. College Station Cemetery: Designated cremate only spaces in Section LR are 2½ feet by 2½ feet.
- (d) Columbarium niches. Memorial Cemetery of College Station: Cremates must fit in a niche of 11 inches by 11 inches by 11 inches.
- (e) Price. The price of all spaces in the City cemeteries shall be established in Section 2-117.
- (f)
- (g) Purchasers are limited to one space per each casket interment. The interment of two cremains shall be allowed in a single standard space. Combinations of casket burials and cremates shall be allowed in a single standard space. A maximum of one cremate burial shall be allowed per designated cremate space in Section LR of the College Station Cemetery. A maximum of two cremates shall be allowed per columbarium niche in the Memorial Cemetery of College Station.

(Code 2011 (Repub.), § 1-29(E); altered in 2017 recodification)

Sec. 10-26. - Resale options.

The sale, transfer or assignment of any space in the City cemeteries by any owner or purchaser shall not be binding upon the City until:

- (1) A written request from the current owner detailing the sale, transfer, or assignment of spaces is received by the City;
- (2) It has been approved in writing by the City Manager or designee; and
- (3) The space is reconveyed by the City through the reissuance of a warranty deed to the new owner or purchaser.
- (4) Upon written request of the owner, the City of College Station, at its sole discretion, may buy back any unwanted spaces or niches at either the original purchase price or current purchase price whichever is lower.

(Code 2011 (Repub.), § 1-29(F))

Sec. 10-27. - Hours of operation.

The City cemeteries shall be open Monday through Sunday from sunup to sundown.

(Code 2011 (Repub.), § 1-29(D))

Sec. 10-28. - Planting and other decorations in City cemeteries.

- (a) Grass, flowers, shrubs, trees, or other types of vegetation shall be planted only by or at the direction of the City Manager or designee in accordance with a landscape plan for the entire cemetery. Plantings by individuals are prohibited and shall be removed by the City.
- (b) The City shall establish grass on spaces after an appropriate amount of time has elapsed since burial to allow for settling. During this time the City shall establish the final grade to match the surrounding area.
- (c) Plantings of trees, shrubs or flowers on grave spaces at the College Station Cemetery that existed prior to adoption of Ordinance No. 1959 on June 11, 1992, which were specifically grandfathered with the adoption of that ordinance, shall continue to be grandfathered. These plantings may be removed by the City whenever they become unsightly, or as necessary to provide access to grave spaces. Replacement of grandfathered plantings that have been removed shall not be allowed.
- (d) The placing of potted plants, cut flowers, baskets, floral pieces, funeral designs, decorations, and all other objects of a temporary nature is permitted adjacent to the monument only, and on the owner's

space only. Only two items of this nature shall be allowed per space. No glass containers are allowed, and the digging of holes for the placement of any items is prohibited. Items associated with a funeral can remain on the space for a reasonable amount of time after the interment in that space. Determination of a reasonable amount of time shall be determined by the City Manager or designee.

- (e) The City Manager or designee shall have the right to remove all flowers, potted plants, wreaths, baskets, floral pieces, funeral designs, decorations and all other objects of a temporary nature when they become withered, unsightly, a safety concern, or an obstruction to maintenance. In addition, the City shall conduct a general grounds clean-up of the cemeteries the last week of each month.
- (g) The City Manager or designee is empowered to and may enter upon any space within the City cemeteries and remove anything that may have been erected or placed thereon contrary to the provisions of this section, and may remove any dead or damaged tree, shrub or vine.

(Code 2011 (Repub.), § 1-29(H))

**State Law reference**— Municipal maintenance of cemeteries, Texas Health and Safety Code § 713.011.

Sec. 10-29. - Copings, hedges, fencing, etc.

- (a) No copings, coverings, ledgers, hedges, fences, exposed vaults, walls, or other enclosures shall be permitted in, on, or around any space; except that coverings and ledgers shall be permitted only in the College Station Cemetery upon the approval of the City Manager or designee.
- (b) For the purpose of this section, copings are materials placed above grade to define the grave space. A covering means any material other than turf that may be placed over the grave. A ledger is any stone, monument, or marker that may be placed in such a way as to cover the grave space.

(Code 2011 (Repub.), § 1-29(I))

Sec. 10-30. - Monuments, foot markers, and corner markers in College Station Cemetery.

The following provisions apply to College Station Cemetery:

- (1) The term "monuments" shall mean those markers placed on the head line of a space. The term "foot markers" shall mean markers placed on the foot line of the space. Corner markers shall mean markers placed on the corners of a space.
- (2) Monuments for single standard spaces shall not exceed 30 inches in height, 48 inches in length, or 16 inches in width. These maximum dimensions shall also pertain to any design that incorporates a base. If a base is included, it shall be set flush with ground level or must have a maximum of four inches above ground level. The back of the monument shall be set on the head line of the space and equidistant from the side boundaries of the space, and the monument shall be located on undisturbed ground. No more than one headstone and one footstone shall be permitted per single space.
- (3) Family or double monuments shall only be placed on a minimum of two adjoining (side by side) standard spaces, and shall not exceed 30 inches in height, 72 inches in length, or 16 inches in width. These maximum dimensions shall also pertain to any design that incorporates a base. If a base is included, it shall be set flush with ground level or must have a maximum of four inches above ground level. The back of the monument shall be set on the head line of the spaces and equidistant from the side boundaries of the spaces, and the monument shall be located on undisturbed ground. No more than one family or double monument shall be permitted per two adjoining (side by side) standard spaces.
- (4) Monuments for single baby spaces (Babyland and Section O only) shall not exceed 22 inches in height, 24 inches in length, or 12 inches in width. These maximum dimensions shall also pertain to any design that incorporates a base. If a base is included, it shall be set flush with ground level

or must have a maximum of four inches above ground level. The back of the monument shall be set on the head line of the space and equidistant from the side boundaries of the space, and the monument shall be located on undisturbed ground. There shall be only one monument per infant space and no other markers shall be allowed.

- (5) Foot markers shall be set on the foot line of the space with the long side of the foot marker parallel to the foot line and centered equidistant from the side boundaries of the space. The foot marker shall not exceed 28 inches in length or 16 inches in width. Flat foot markers shall be set flush with the ground; slanted foot markers shall not exceed eight inches in height. Only one foot marker per standard space shall be allowed. Exception: One flat foot marker not to exceed 72 inches in length is allowed when family or double monuments are placed on a minimum of two adjoining standard spaces. All other regulations still apply.
- (6) Corner markers shall not exceed eight inches by eight inches and shall be set flush with the ground.
- (7) Any additional items incorporated into any monument or foot marker design shall be permanently affixed to the monument or marker and shall not extend beyond the maximum dimensions allowed for the monument or foot marker.
- (8) Single monuments for the designated cremate only spaces in Section LR shall not exceed 28 inches in length or 16 inches in width and shall be set flush with the ground or up to a maximum of two inches above ground level. The back of the monument shall be set on the head line of the space and equidistant from the side boundaries of the space. There shall be only one monument per designated cremate only space and no other markers shall be allowed.
- (9) Family or double monuments for the designated cremate only spaces in Section LR shall not exceed 54 inches in length or 16 inches in width. The monument shall be set flush with the ground or up to a maximum of two inches above ground level. The back of the monument shall be set on the head line of the spaces and equidistant from the side boundaries of the spaces. There shall be only one double monument per two adjoining (side by side) designated cremate only spaces and no other markers shall be allowed.

(Code 2011 (Repub.), § 1-29(J); Ord. No. 2017-3854, exh. A, 1-26-2017)

Sec. 10-31. - Monuments, foot markers, and corner markers in Memorial Cemetery of College Station.

The following provisions apply to Memorial Cemetery of College Station:

- (1) The term "monuments" shall mean those markers placed on the head line of a space. The term "foot markers" shall mean markers placed on the foot line of the space. Corner markers shall mean markers placed on the corners of a space.
- (2) Municipal sections.
  - a. Monuments for single standard spaces shall not exceed 30 inches in height, 36 inches in length, or 16 inches in width. These maximum dimensions shall also pertain to any design that incorporates a base. If a base is included, it shall be set flush with ground level or must have a maximum of four inches above ground level. The back of the monument shall be set on the head line of the space and equidistant from the side boundaries of the space, and the monument shall be located on undisturbed ground. No more than one monument shall be permitted per single space.
  - b. Family or double monuments shall only be placed on a minimum of two adjoining (side by side) standard spaces, and shall not exceed 30 inches in height, 72 inches in length, or 16 inches in width. These maximum dimensions shall also pertain to any design that incorporates a base. If a base is included, it shall be set flush with ground level or must have a maximum of four inches above ground level. The back of the monument shall be set on the head line of the spaces and equidistant from the side boundaries of the spaces, and the monument shall be located on undisturbed ground. No more than one family or double monument shall be permitted per two adjoining (side by side) standard spaces.

- c. Monuments for single infant spaces shall not exceed 22 inches in height, 24 inches in length, or 12 inches in width. These maximum dimensions shall also pertain to any design that incorporates a base. If a base is included, it shall be set flush with ground level or must have a maximum of four inches above ground level. The back of the monument shall be set on the head line of the space and equidistant from the side boundaries of the space, and the monument shall be located on undisturbed ground. There shall be only one monument per infant space and no other markers shall be allowed.
  - d. Foot markers shall be set on the foot line of the space with the long side of the foot marker parallel to the foot line and centered equidistant from the side boundaries of the space. The foot marker shall not exceed 28 inches in length or 16 inches in width. Flat foot markers shall be set flush with the ground; slanted foot markers shall not exceed eight inches in height. Only one foot marker per standard space shall be allowed. Exception: One flat foot marker not to exceed 72 inches in length is allowed when family or double monuments are placed on a minimum of two adjoining standard spaces. All other regulations still apply.
  - e. Corner markers shall not exceed eight inches by eight inches and shall be set flush with the ground.
  - f. Any additional items incorporated into any monument or foot marker design shall be permanently affixed to the monument or marker and shall not extend beyond the maximum dimensions allowed for the monument or foot marker.
  - g. Niche coverings for the columbarium shall be supplied by the City, and there shall be no substitutions of material. Engraved lettering on all columbarium niche covers shall be painted black. If other engravings and carvings are painted, the only allowed color is black. The niche covering shall have no more than two attached items, such as bronze emblems, and these items shall not extend more than one inch from the face of the niche covering, and shall not extend beyond the edges of the niche covering.
- (3) Aggie Field of Honor Sections.
- a. All monuments shall be base and tablet style, and shall be gray granite with polished tops, sides, and backs. Foot markers shall be polished gray granite, bronze, or a combination of the two. There shall be no corner markers.
  - b. Monuments for single standard spaces shall be set so that the overall height is 30 inches above grade. The monument tablet shall be 26 inches in height, 30 inches in length, six inches in width, and rectangular in shape. The tablet sides shall be perpendicular to the ground, and the top shall be flat. The monument base shall be 36 inches in length; 12 inches in width; and rectangular in shape. The base shall be set so that the top of the base is a maximum of four inches above grade. The back of the monument base shall be set on the head line of the space and equidistant from the side boundaries of the space. The monument tablet shall be set on the base equidistant left to right and front to back. The monument shall be located on undisturbed ground. No more than one monument shall be permitted per single space.
  - c. Family or double monuments shall only be placed on a minimum of two adjoining (side by side) standard spaces. Family or double monuments shall be set so that the overall height is 30 inches above grade. The monument tablet shall be 26 inches in height, 60 inches in length, six inches in width, and rectangular in shape. The tablet sides shall be perpendicular to the ground, and the top shall be flat. The monument base shall be 72 inches in length, 12 inches in width, and rectangular in shape. The base shall be set so that the top of the base is a maximum of four inches above grade. The back of the monument base shall be set on the head line of the spaces and equidistant from the side boundaries of the spaces. The monument tablet shall be set on the base equidistant left to right and front to back. The monument shall be located on undisturbed ground. No more than one family or double monument shall be permitted per two adjoining (side by side) standard spaces.

- d. Engraved lettering on all monument tablet faces and backs, granite foot markers, and columbaria niche covers shall be painted black. If other engravings and carvings are painted, the only allowed color is black.
- e. The following applies for all monuments: engraving, carving, and sandblasting are allowed only on the tablet face. Any ornamentation on the face of the tablet shall not extend to the sides, top, or back of the tablet or base. No more than two attached items, such as bronze emblems, shall be allowed on the tablet face, and these items shall not extend more than two inches from the face of the tablet, and shall not extend beyond the edges of the tablet.
- f. The only allowed ornamentation on the back of the monument shall be the surname of the interred and the lettering shall not exceed three inches in height. The top of the lettering shall be six inches below the top of the tablet, the lettering shall be centered equidistant from the sides of the tablet, and the lettering shall be parallel to the top of the tablet. The lettering shall be painted black, and no additional engraving, carving, or sandblasting is allowed on the back of the monument.
- g. Foot markers shall only be set on the foot line of the space, with the long side of the foot marker parallel to the foot line, centered equidistant from the side boundaries of the space, and shall not exceed 28 inches in length or 16 inches in depth. All foot markers shall be set flush with the ground. Only one foot marker per space shall be allowed. Exception: One flat foot marker not to exceed 72 inches in length is allowed when family or double monuments are placed on a minimum of two adjoining standard spaces. All other regulations still apply. Foot markers shall be polished gray granite, bronze, or a combination of the two.
- h. There shall be no additional items incorporated into monuments or foot markers in the Aggie Field of Honor sections.
- i. Niche coverings for the columbaria shall be supplied by the City, and there shall be no substitutions of material. Engraved lettering on all columbaria niche covers shall be painted black. If other engravings and carvings are painted, the only allowed color is black. The niche covering shall have no more than two attached items, such as bronze emblems, and these items shall not extend more than one inch from the face of the niche covering, and shall not extend beyond the edges of the niche covering.

(Code 2011 (Repub.), § 1-29(K); Ord. No. 2017-3854, exh. A, 1-26-2017)

Sec. 10-32. - Mausoleums.

In College Station Cemetery, mausoleums shall be permitted only in Sections F, G, M, and J. The locations, size, and design must be approved and be issued a permit by the City Manager or designee. Mausoleums are not permitted in Memorial Cemetery of College Station.

(Code 2011 (Repub.), § 1-29(L))”

**BID#22-035**  
**3-PHASE TRANSFORMER**  
**AWARD**

| Stainless Steel |       |                   |     | KBS ELECTRICAL DIST.                |               |           |
|-----------------|-------|-------------------|-----|-------------------------------------|---------------|-----------|
| Line #          | KVA   | Secondary Voltage | QTY | WEG                                 |               |           |
|                 |       |                   |     | Unit Price                          | Extended      | Lead Time |
| 1               | 75    | 120/208           | 8   | \$ 15,165.00                        |               | 24-26 WKS |
| 2               | 112.5 | 120/208           | 8   | \$ 17,316.00                        |               | 14-16 WKS |
| 3               | 150   | 120/208           | 4   | \$ 18,065.00                        |               | 14-16 WKS |
| 4               | 225   | 120/208           | 4   | \$ 19,716.00                        |               | 24-26 WKS |
| 5               | 300   | 120/208           | 5   | \$ 22,057.00                        |               | 24-26 WKS |
| 6               | 500   | 120/208           | 5   | \$ 29,940.00                        |               | 24-26 WKS |
| 7               | 750   | 120/208           | 1   | \$ 43,590.00                        | \$ 43,590.00  | 24-26 WKS |
| 8               | 1000  | 120/208           | 1   | \$ 58,590.00                        | \$ 58,590.00  | 24-26 WKS |
| 9               | 112.5 | 277/480           | 3   | \$ 16,480.00                        |               | 24-26 WKS |
| 10              | 150   | 277/480           | 4   | \$ 17,360.00                        |               | 24-26 WKS |
| 11              | 225   | 277/480           | 3   | \$ 18,785.00                        |               | 24-26 WKS |
| 12              | 300   | 277/480           | 4   | \$ 21,050.00                        |               | 24-26 WKS |
| 13              | 500   | 277/480           | 4   | \$ 26,389.00                        | \$ 105,556.00 | 24-26 WKS |
| 14              | 750   | 277/480           | 1   | \$ 37,350.00                        | \$ 37,350.00  | 24-26 WKS |
| 15              | 1000  | 277/480           | 1   | \$ 42,555.00                        | \$ 42,555.00  | 24-26 WKS |
| 16              | 1500  | 277/480           | 1   | \$ 55,840.00                        | \$ 55,840.00  | 24-26 WKS |
| 17              | 2000  | 277/480           | 1   | \$ 70,215.00                        | \$ 70,215.00  | 24-26 WKS |
|                 |       |                   |     | <b>Proposed Award \$ 413,696.00</b> |               |           |

**February 10, 2022**

**Item No. 7.4.**

**Four-way Stop Control for the Intersection of Welsh Avenue and Park Place**

**Sponsor:** 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 38-1002 "Traffic Schedule II, Four-way Stop Intersections," by adding the intersection of Welsh Avenue and Park Place.

**Relationship to Strategic Goals:**

1. Core Services and Infrastructure
2. Improving Mobility

**Recommendation(s):** Staff recommends approval.

**Summary:** A complaint was received regarding the safety of this intersection. A sight distance study was conducted at the location in addition to a peak-hour volume count. While the sight distance is below the acceptable level, it was deemed that removing more parking from the area would be problematic for the residents. A 4-way stop condition is proposed to improve the safety at the intersection without removing the parking from the residents who live in the surrounding area.

**Budget & Financial Summary:** Funds are available in the Signs and Markings operational budget.

**Attachments:**

1. Welsh and Park Place Stop Sign Ord
2. All-way Stop Map

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

**AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE VI “TRAFFIC SCHEDULES,” SECTION 38-1002 “TRAFFIC SCHEDULE II, FOUR-WAY STOP INTERSECTIONS,” BY ADDING THE INTERSECTION OF WELSH AVENUE AND PARK PLACE OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT 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 Chapter 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1002 “Traffic Schedule II, Four-Way Stop Intersections,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

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

**ATTEST:**

**APPROVED:**

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

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

**APPROVED:**

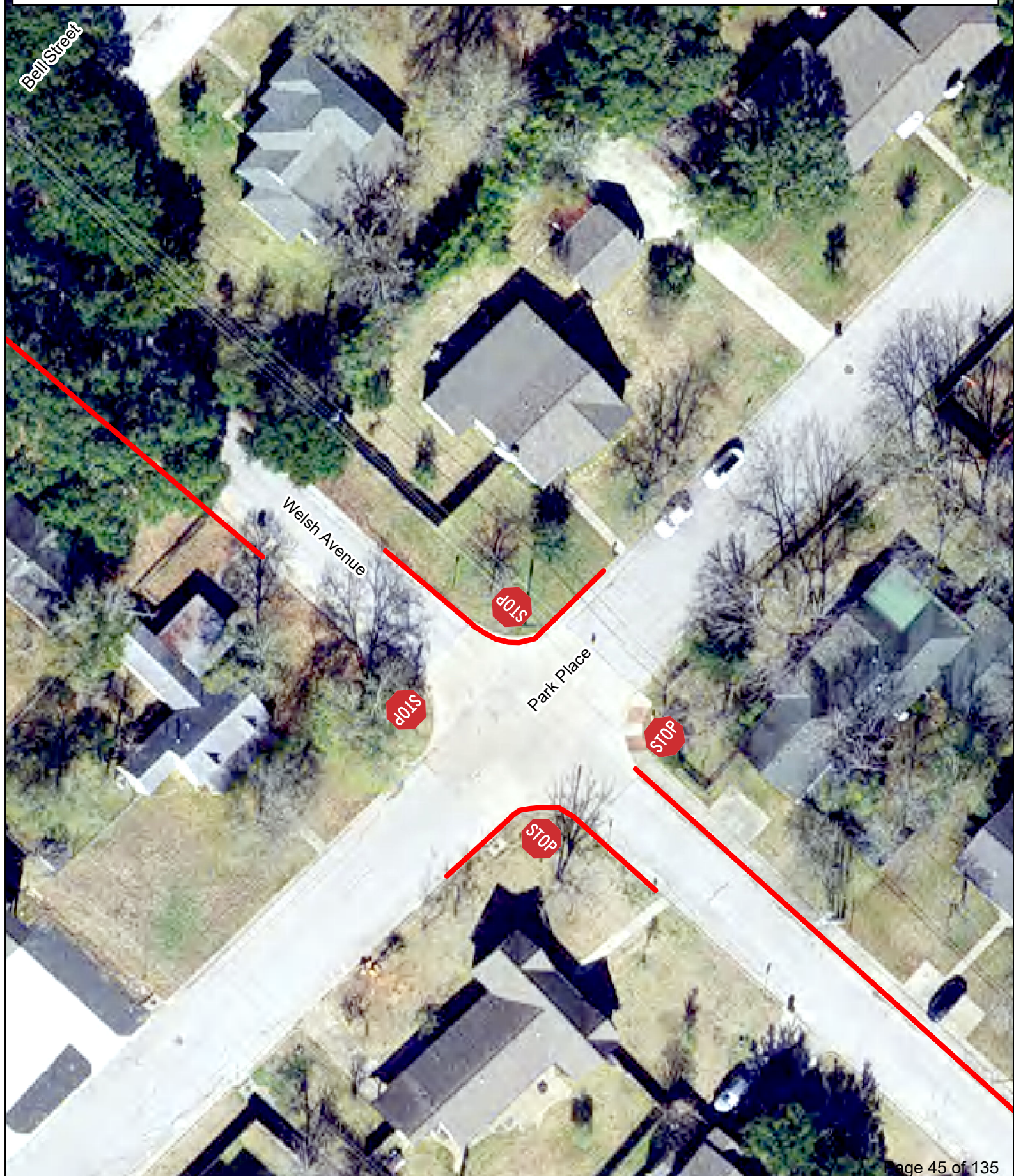
\_\_\_\_\_  
**City Attorney**

**EXHIBIT A**

That Chapter 38, “Traffic and Vehicles,” Article VI. “Traffic Schedules,” Sec. 38-1002 “Traffic Schedule II, Four-Way Stop Intersections” is hereby amended by adding and is to read as follows:

| <b>Street</b> | <b>Intersecting Street</b> |
|---------------|----------------------------|
| Welsh Avenue  | Park Place                 |

# Proposed All-way Stop Controlled Intersection Welsh Avenue and Park Place



**February 10, 2022**

**Item No. 7.5.**

**Residential Recycling Collection Franchise Agreement & General Service Agreement  
Amendment**

**Sponsor:** Emily Fisher, Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding a rate increase amendment to the five (5) year residential recycling collection franchise and general service agreement with Brannon Industrial Group, LLC, DBA BVR Waste and Recycling.

**Relationship to Strategic Goals:**

1. Core Services and Infrastructure

**Recommendation(s):** Staff recommends approval of amending the existing residential recycling collection franchise agreement and general service agreement to include a 2.5% rate increase from \$3.15 per single-family household to \$3.22 per single-family household.

**Summary:** This item is to amend the five (5) year residential recycling collection franchise agreement and general service agreement to include a 2.5% rate increase for each remaining year of the collection franchise agreement and general service agreement.

Brannon Industrial Group, LLC, DBA BVR Waste and Recycling was awarded a (5) year residential recycling collection franchise agreement and general service agreement, effective October 1, 2020. At the time of the executed contract, the monthly rate per household was \$3.15, with an estimated single-family homestead of 24,000 for a monthly cost of \$75,600. The proposed amendment would increase the monthly rate per household to \$3.22, an estimated monthly increase of \$1,680, and an estimated annual increase of \$20,160. The price includes delivery, storage of inventory, bi-weekly collections, contamination disposal, and maintenance of containers.

**Budget & Financial Summary:** An annual budget in the amount of \$945,000 is included for this contract in the Solid Waste Fund. The amended franchise agreement and general service agreement will be effective on January 1, 2022.

**Attachments:**

1. 20300291 Amd1

**AMENDMENT NO. 1**  
**TO RECYCLING COLLECTION FRANCHISE AGREEMENT AND GENERAL**  
**SERVICES AGREEMENT DATED APRIL 9, 2020**  
**BETWEEN THE CITY OF COLLEGE STATION AND**  
**BRANNON INDUSTRIAL GROUP, LLC DBA**  
**BVR WASTE AND RECYCLING**

WHEREAS, the City of College Station, Texas (“City”) entered into a five (5) year combined franchise agreement and general services agreement with Brannon Industrial Group, LLC dba BVR Waste and Recycling (“BVR”) on May 15, 2020, with an October 1, 2020 effective date (the “Agreement”) in which BVR agreed to provide certain recycling collection services to the City (the “Services”); and

WHEREAS, the City agreed, in consideration for BVR performing such Services, to pay a fixed rate of \$3.15 per month for each approved single family residential home receiving recycling collection services; and

WHEREAS, BVR submitted the attached letter to the City on October 15, 2021 that detailed BVR’s request for a 2.5% annual rate increase to the current \$3.15 per home monthly rate; and

WHEREAS, the City has considered BVR’s request and supporting documentation and has decided to grant BVR’s annual rate increase request for the duration of this franchise and agreement; and

WHEREAS, the parties hereto now desire to amend the Agreement to reflect the annual 2.5% rate increase to the rate charged for each approved single family residential home receiving recycling collection services and the parties agree that the new rate shall be effective as of January 1, 2022;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the recitations above and the covenants expressed herein below, the parties agree to the following:

To amend ARTICLE III. PAYMENT AND TERM, Section 3.3, of the Agreement by deleting said Section 3.3 in its entirety and replacing with the following:

**“3.3 Single Family Residential Home.** City shall pay Contractor for recycling collection, Three and 15/100 dollars per month (\$3.15) per approved Single Family Residential Home. Effective January 1, 2022, the Single Family Residential Home rate shall increase to \$3.22 per each approved Single Family Residential Home and shall annually thereafter increase by 2.5% on each following January 1<sup>st</sup> during this Agreement.”

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

*[Signature Page Immediately Follows]*

EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, 2022, with an Effective Date of January 1, 2022.

**BRANNON INDUSTRIAL GROUP, LLC  
DBA BVR WASTE AND RECYCLING**

**CITY OF COLLEGE STATION**

By: Blake Brannon  
Blake Brannon, President  
Date: 1/24/2022

By: \_\_\_\_\_  
Bryan C. Woods, City Manager  
Date: \_\_\_\_\_

**APPROVED:**

John A. Haislet  
City Attorney  
Date: 1/25/2022

Jim Kester  
Assistant City Manager/CFO  
Date: 1/25/2022

Attachment:

- October 15, 2021 Letter from BVR to City RE: Requested 2.5% Rate Increase



October 15, 2021

City of College Station  
Caroline Ask, Solid Waste Division Manager  
PO Box 9960  
College Station, TX 77840

Dear Ms. Ask,

We are writing this letter to formally request an increase in the curbside residential recycling rates for the 2021-2022 fiscal year. The current price is \$3.15 per house. We respectfully propose to increase the rate by 2.5% to \$3.22.

Below are some of the factors considered in the request.

- Considerable increase in wages due to shortage of drivers
- Average diesel prices from October 2020 – September 2021 are up 10% from prior fiscal year (U.S. Energy Information Administration)
- Increased cost of equipment and 95 gallon carts
- Increase in administrative cost such as GPS, truck video, health care and liability insurance
- RFP presented and selected contained a consistent annual escalator
- Annual escalator was discussed and agreed upon during contract negotiation

We appreciate your consideration of the rate increase. We applaud the City and its residents for their commitment to the recycling program and look forward to continue the opportunity to serve the community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Blake Brannon', with a stylized flourish at the end.

Blake Brannon  
President



**February 10, 2022**  
**Item No. 7.6.**  
**Annual Purchase of Cement Treat Base**

**Sponsor:** Emily Fisher, Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding the renewal of an annual blanket order for the purchase of Cement Treated Base and Type D Grade 1 Cement Treated Recycled Crushed Concrete Base with Brazos Paving Materials, Inc. for an amount not to exceed \$703,000.

**Relationship to Strategic Goals:**

1. Core Services and Infrastructure
2. Improving Mobility

**Recommendation(s):** Staff recommends approving an annual blanket order renewal for the purchase of Cement Treated Base and Type D Grade 1 Cement Treated Recycled Crushed Concrete Base.

**Summary:** One bid was received in response to ITB 21-007 on November 18, 2020. Staff awarded the total annual estimated purchase of Cement Treated Base and Type D Grade 1 Cement Treated Recycled Crushed Concrete Base to Brazos Paving Materials, Inc. as the lowest responsible bidder. The vendor requested a \$35,000 price increase or 5.24% increase to the overall contract due to current economic conditions. This renewal term will be for the period beginning January 15, 2022, through January 14, 2023. This is the first of two possible renewals for this contract.

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

**Attachments:**

1. 21300263R1 Renewal
2. Revised Bid Tab



January 7, 2022

ATTN: Mr. Martin Jackson  
Brazos Paving Materials Inc.  
P.O. Box 714  
Bryan, TX 78806

**RE: Bid#21-007 C# 21300263 Renewal #1**

Annual Price Agreement for Cement Treated Base and Type D Grade 1 Cement  
Treated (4%) Recycled Crushed Concrete Base

Dear Mr. Jackson,

The City of College Station appreciates the products and services provided by Brazos Paving Materials Inc, this last year. We would like to exercise our option to renew the above referenced agreement for the term of January 15, 2022, through January 14, 2023, with contract amount not to exceed Seven Hundred Three Thousand and 00/100 Dollars (\$703,000). This is the first of two possible renewals for this contract.

If this contract renewal meets your company's approval, please provide your confirmation for renewal via return e-mail to [rforsyth@cstx.gov](mailto:rforsyth@cstx.gov)., no later than January 11, 2022.

Sincerely,

Robyn Forsyth  
Buyer C.T.P.M.  
City of College Station  
1101 Texas Avenue S  
College Station, Tx 77840  
[rforsyth@cstx.gov](mailto:rforsyth@cstx.gov)  
979-764-3437

Attachment

PO Box 9960  
1101 Texas Avenue  
College Station, TX 77842

[www.cstx.gov](http://www.cstx.gov)

.....

**CONTRACT #21300263 RENEWAL #1 ACCEPTANCE**

By signing herewith, I acknowledge and agree to Bid#21-007, Contract #21300263 Renewal One (1), for the "Annual Price Agreement for Cement Treated Base and Type D Grade 1 Cement Treated (4%) Recycled Crushed Concrete" in accordance with all terms and conditions agreed to and accepted, for an amount not to exceed Seven Hundred Three Thousand and 00/100 Dollars (\$703,000). This includes the vendor requested price increases to all four line items as shown on the following page.

I understand this renewal term will be for the period beginning January 15, 2022, through January 14, 2023. This is the first of two possible renewals for this contract.

**BRAZOS PAVING MATERIALS INC.**

**CITY OF COLLEGE STATION**

By: Billy Prewitt  
Printed Name: Billy Prewitt  
Title: Vice President  
Date: 1/25/2022

By: \_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Asst. City Manager/CFO  
Date: \_\_\_\_\_

C#21300263 BRAZOS PAVING MATERIALS PRICE INCREASE REQUEST  
CEMENT TREATED BASE

| Line # | Description                                                                                                                                                                                                                                               | QTY  | UOM | Brazos Paving, Inc. |                     | Brazos Paving, Inc. |                     | TTL Price Difference | Percentage Difference | Unit Price Difference | Percentage Difference |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|---------------------|---------------------|---------------------|---------------------|----------------------|-----------------------|-----------------------|-----------------------|
|        |                                                                                                                                                                                                                                                           |      |     | Unit                | Extended            | Unit                | Extended            |                      |                       |                       |                       |
| 1      | TYPE A Cement Treated Base (4%) FOB: To be Picked up by City Crews Type A material must meet the requirements in Item 247, TXDOT Specifications.                                                                                                          | 2000 | TON | \$ 35.00            | \$70,000.00         | \$ 36.75            | \$73,500.00         | \$3,500.00           | 5.00%                 | \$1.75                | 5.00%                 |
| 2      | TYPE A Cement Treated Base (4%) FOB:To be Delivered to job site as requested. Type A material must meet the requirements in Item 247, TXDOT Specifications.                                                                                               | 2000 | TON | \$ 41.00            | \$82,000.00         | \$ 42.75            | \$85,500.00         | \$3,500.00           | 4.27%                 | \$1.75                | 4.27%                 |
| 3      | Type D Grade 1 Cement Treated (4%) Recycled Crushed Concrete Base FOB: To be Picked up by City Crews Crushed concrete containing gravel will be considered Type D material This product must meet the requirements 2014 TXDOT Specifications.             | 8000 | TON | \$ 29.25            | \$234,000.00        | \$ 31.00            | \$248,000.00        | \$14,000.00          | 5.98%                 | \$1.75                | 5.98%                 |
| 4      | Type D Grade 1 Cement Treated (4%) Recycled Crushed Concrete Base FOB: To be Delivered to job site as requested. Crushed concrete containing gravel will be considered Type D material This product must meet the requirements 2014 TXDOT Specifications. | 8000 | TON | \$ 35.25            | \$282,000.00        | \$ 37.00            | \$296,000.00        | \$14,000.00          | 4.96%                 | \$1.75                | 4.96%                 |
|        |                                                                                                                                                                                                                                                           |      |     | <b>Total Price</b>  | <b>\$668,000.00</b> | <b>Total Price</b>  | <b>\$703,000.00</b> | <b>\$35,000.00</b>   |                       | <b>\$5.25</b>         |                       |

Total Contract Increase \$ 35,000.00  
Percentage Contract Increase 5.24%



December 21, 2021

To Our Valued Customers:

With this notice, Capitol Aggregates, Inc. is announcing a price increase on all bulk cement and packaged products effective April 1, 2022. With this advanced notice, our hopes are that you will be able to plan accordingly.

**Price Increases effective April 1, 2022**

Bulk Cement: \$12.00 per short ton

Sack Cement: \$1.00 per sack

If you rely on Capitol Aggregates, Inc. to deliver any materials to your location, your delivered price will reflect the aforementioned increase as well as any potential increase in transportation rates. If you have questions regarding freight rate changes, please contact us at your convenience.

It is a pleasure to work with each and every one of our customers and we are honored that you have chosen Capitol Aggregates, Inc. as your cement supplier. We certainly value your business and look forward to continuing to work with you in 2022.

If you have any questions, please feel free to call us.

Again, thank you for your continued business.

Sincerely,

Mark Spaulding  
Senior Director Cement Sales  
210.414.5361  
mark@capagg.com



January 20, 2021

To Our Valued Customers:

With this notice, Capitol Aggregates, Inc. is announcing a price increase on all cement products effective April 1<sup>st</sup>, 2021. With this advanced notice, our hopes are that you will be able to plan accordingly.

**Price Increases effective April 1<sup>st</sup>, 2021**

Bulk Cement: \$5.00 per short ton

If you rely on Capitol Aggregates, Inc. to deliver any materials to your location, your delivered price will reflect the aforementioned increase as well as a 2% increase in transportation rates. If you have any questions regarding freight rate changes, please contact us at your convenience.

It is a pleasure to work with each and every one of our customers and we are honored that you have chosen Capitol Aggregates, Inc. as your cement supplier. We certainly value your business and look forward to working with you again in 2021.

If you have any questions, please feel free to call us.

Again, thank you for your continued business.

Sincerely,

Mark Spaulding  
Senior Director Cement Sales  
210.414.5361  
mark@capagg.com



September 17, 2021

To Our Valued Customers:

With this notice, Capitol Aggregates, Inc. is announcing a price increase on all bulk cement products effective October 1, 2021. With this advanced notice, our hopes are that you will be able to plan accordingly.

**Price Increases effective October 1, 2021**

Bulk Cement: \$6.00 per short ton

If you rely on Capitol Aggregates, Inc. to deliver any materials to your location, your delivered price will reflect the aforementioned increase as well as an 8% increase in transportation rates. If you have any questions regarding freight rate changes, please contact us at your convenience.

It is a pleasure to work with each and every one of our customers and we are honored that you have chosen Capitol Aggregates, Inc. as your cement supplier. We certainly value your business and look forward to continuing to work with you in 2022.

If you have any questions, please feel free to call us.

Again, thank you for your continued business.

Sincerely,

Mark Spaulding  
Senior Director Cement Sales  
210.414.5361  
mark@capagg.com

C#21300263 BRAZOS PAVING MATERIALS PRICE INCREASE REQUEST  
CEMENT TREATED BASE

| Line # | Description                                                                                                                                                                                                                                               | QTY  | UOM | Brazos Paving, Inc. |                     | Brazos Paving, Inc. |                     | TTL Price Difference | Percentage Difference | Unit Price Difference | Percentage Difference |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|---------------------|---------------------|---------------------|---------------------|----------------------|-----------------------|-----------------------|-----------------------|
|        |                                                                                                                                                                                                                                                           |      |     | Unit                | Extended            | Unit                | Extended            |                      |                       |                       |                       |
| 1      | TYPE A Cement Treated Base (4%) FOB: To be Picked up by City Crews Type A material must meet the requirements in Item 247, TXDOT Specifications.                                                                                                          | 2000 | TON | \$ 35.00            | \$70,000.00         | \$ 36.75            | \$73,500.00         | \$3,500.00           | 5.00%                 | \$1.75                | 5.00%                 |
| 2      | TYPE A Cement Treated Base (4%) FOB:To be Delivered to job site as requested. Type A material must meet the requirements in Item 247, TXDOT Specifications.                                                                                               | 2000 | TON | \$ 41.00            | \$82,000.00         | \$ 42.75            | \$85,500.00         | \$3,500.00           | 4.27%                 | \$1.75                | 4.27%                 |
| 3      | Type D Grade 1 Cement Treated (4%) Recycled Crushed Concrete Base FOB: To be Picked up by City Crews Crushed concrete containing gravel will be considered Type D material This product must meet the requirements 2014 TXDOT Specifications.             | 8000 | TON | \$ 29.25            | \$234,000.00        | \$ 31.00            | \$248,000.00        | \$14,000.00          | 5.98%                 | \$1.75                | 5.98%                 |
| 4      | Type D Grade 1 Cement Treated (4%) Recycled Crushed Concrete Base FOB: To be Delivered to job site as requested. Crushed concrete containing gravel will be considered Type D material This product must meet the requirements 2014 TXDOT Specifications. | 8000 | TON | \$ 35.25            | \$282,000.00        | \$ 37.00            | \$296,000.00        | \$14,000.00          | 4.96%                 | \$1.75                | 4.96%                 |
|        |                                                                                                                                                                                                                                                           |      |     | <b>Total Price</b>  | <b>\$668,000.00</b> | <b>Total Price</b>  | <b>\$703,000.00</b> | <b>\$31,500.00</b>   |                       | <b>\$5.25</b>         |                       |

Total Contract Increase \$ 35,000.00  
Percentage Contract Increase 5.24%

**February 10, 2022**  
**Item No. 7.7.**  
**Lossen Bros Co., Inc. Franchise Agreement Ordinance**

**Sponsor:** Emily Fisher, Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with Lossen Bros Co., Inc. for the collection of recyclables from commercial businesses and multi-family locations.

**Relationship to Strategic Goals:**

1. Core Services and Infrastructure

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

**Summary:** The proposed agreement would allow Lossen Bros Co., Inc. 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. 22300220 Lossen Bros Co Inc - COCS Recyclables Franchise Agreement

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

**RECYCLABLES COLLECTION FRANCHISE AGREEMENT**

**AN ORDINANCE GRANTING CONTRACTOR, LOSSEN BROS CO., INC., 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,**

## Table of Contents

|                                                            |    |
|------------------------------------------------------------|----|
| Article I. Definitions .....                               | 3  |
| Article II. Grant of Authority and Acceptance .....        | 4  |
| Article III. Payment and Term .....                        | 4  |
| Article IV. Access to Records & Reporting.....             | 6  |
| Article V. Rates to be Charged by Contractor .....         | 6  |
| Article VI. Appearance of Personnel and Equipment.....     | 6  |
| Article VII. Collection and Transport of Recyclables ..... | 7  |
| Article VIII. Placement of Receptacles .....               | 7  |
| Article IX. Service Complaints.....                        | 7  |
| Article X. Disposal and Processing .....                   | 8  |
| Article XI. Violation and Penalty .....                    | 8  |
| Article XII. Insurance .....                               | 8  |
| Article XIII. Indemnification and Release.....             | 9  |
| Article XIV. Disputes and Mediation .....                  | 9  |
| Article XV. General Terms.....                             | 10 |
| Exhibit A. Schedule of Rates .....                         | 13 |
| Exhibit B. Insurance Requirements .....                    | 14 |
| I) Standard Insurance Policies Required: .....             | 14 |
| II) General Requirements Applicable to All Policies: ..... | 14 |
| III) Commercial General Liability.....                     | 14 |
| IV) Business Automobile Liability.....                     | 15 |
| V) Workers' Compensation Insurance .....                   | 15 |
| Exhibit C. Certificates of Insurance.....                  | 16 |

## 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 (20<sup>th</sup>) day of the month following the end of the previous calendar quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding account balance under Article V.
- 3.3 Failure to Pay.** Failure by Contractor to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XV. General Terms of this Agreement (Termination for Cause).
- 3.4 Franchise Fee Requirements.** Payments must state on a form approved by the City:
- a. The number and type of Customers collected from, for the previous quarter, for Customers included in this Agreement.
  - b. The total tons landfilled, recycled or composted, within the jurisdictional limits of the City, for the previous quarter.
  - c. The total gross revenues for the previous calendar quarter, for revenues generated under this agreement.
  - d. The total payment amount.
- 3.5 Term.** The term of this Agreement shall be for a period of five (5) years, beginning on the date of acceptance and approval by City Council.

## ARTICLE IV. ACCESS TO RECORDS & REPORTING

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

LOSSEN BROS CO., INC.  
Attn: Omar Gomez, Operations Manager  
PO Box 302075  
Austin, TX 78703  
omar@lossenbrosinc.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.

**LOSSEN BROS CO., INC.**

By: Omar Gomez

Printed Name: Omar Gomez

Title: Operations Manager

Date: 1/12/2022

**CITY OF COLLEGE STATION**

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

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

**ATTEST:**

\_\_\_\_\_  
City Secretary  
Date: \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant City Manager/CFO  
Date: \_\_\_\_\_

## **EXHIBIT A. SCHEDULE OF RATES**

- I. Contractor's base rates are set forth below, and may increase, depending on a variety of conditions, including but not limited to:
- a. Location of Customer
  - b. Impact on Existing Routes
  - c. Ingress and Egress Capabilities
  - d. Special Requests by Customers
  - e. Frequency of Collections
  - f. Volume of Materials
  - g. Type of Materials
  - h. External Contributing Conditions of Market Costs
- Base rate for a frame clean is \$0.29 per square foot of home and does not increase. This requires removing all lumber and debris. Haul away all debris.
  - Base rate for a sheetrock clean is \$0.29 per square foot of home and does not increase. This requires removing all sheetrock and debris. Haul away all debris.

## **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)

12/22/2021

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).

| <b>PRODUCER</b><br>K&S Insurance Agency<br>2255 Ridge Road, Ste. 333<br>P. O. Box 277<br>Rockwall TX 75087 |        | <b>CONTACT NAME:</b> Claudia Searle<br><b>PHONE (A/C, No, Ext):</b> (972) 771-4071<br><b>FAX (A/C, No):</b> (972) 771-4695<br><b>E-MAIL ADDRESS:</b> csearle@kandsins.com                                                                                                                                                                                                                                                                                                                                                        |  |         |        |                                            |       |                                                |       |                                            |       |                                       |       |            |  |            |  |
|------------------------------------------------------------------------------------------------------------|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------|--------|--------------------------------------------|-------|------------------------------------------------|-------|--------------------------------------------|-------|---------------------------------------|-------|------------|--|------------|--|
| <b>INSURED</b><br>Lossen Bros., Inc.<br>1404 West 32nd Street<br>Austin TX 78703                           |        | <b>INSURER(S) AFFORDING COVERAGE</b><br><table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Crum &amp; Forster Specialty Ins Co</td> <td>44520</td> </tr> <tr> <td>INSURER B: Allied Property &amp; Casualty Ins. Co.</td> <td>42579</td> </tr> <tr> <td>INSURER C: Hallmark Specialty Insurance Co</td> <td>26808</td> </tr> <tr> <td>INSURER D: Texas Mutual Insurance Co.</td> <td>22945</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> |  | INSURER | NAIC # | INSURER A: Crum & Forster Specialty Ins Co | 44520 | INSURER B: Allied Property & Casualty Ins. Co. | 42579 | INSURER C: Hallmark Specialty Insurance Co | 26808 | INSURER D: Texas Mutual Insurance Co. | 22945 | INSURER E: |  | INSURER F: |  |
| INSURER                                                                                                    | NAIC # |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |         |        |                                            |       |                                                |       |                                            |       |                                       |       |            |  |            |  |
| INSURER A: Crum & Forster Specialty Ins Co                                                                 | 44520  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |         |        |                                            |       |                                                |       |                                            |       |                                       |       |            |  |            |  |
| INSURER B: Allied Property & Casualty Ins. Co.                                                             | 42579  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |         |        |                                            |       |                                                |       |                                            |       |                                       |       |            |  |            |  |
| INSURER C: Hallmark Specialty Insurance Co                                                                 | 26808  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |         |        |                                            |       |                                                |       |                                            |       |                                       |       |            |  |            |  |
| INSURER D: Texas Mutual Insurance Co.                                                                      | 22945  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |         |        |                                            |       |                                                |       |                                            |       |                                       |       |            |  |            |  |
| INSURER E:                                                                                                 |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |         |        |                                            |       |                                                |       |                                            |       |                                       |       |            |  |            |  |
| INSURER F:                                                                                                 |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |         |        |                                            |       |                                                |       |                                            |       |                                       |       |            |  |            |  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR                                  | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                          | ADDL INSD | SUBR WVD | POLICY NUMBER       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                     |              |                                           |              |                              |              |                                |              |                   |              |                        |              |  |    |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------|-------------------------------------------|--------------|------------------------------|--------------|--------------------------------|--------------|-------------------|--------------|------------------------|--------------|--|----|
| A                                         | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | GLO-071624          | 01/22/2021              | 01/22/2022              | <table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 50,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 1,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table> | EACH OCCURRENCE                     | \$ 1,000,000 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 50,000    | MED EXP (Any one person)     | \$ 1,000     | PERSONAL & ADV INJURY          | \$ 1,000,000 | GENERAL AGGREGATE | \$ 2,000,000 | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |  | \$ |
| EACH OCCURRENCE                           | \$ 1,000,000                                                                                                                                                                                                                                                                                                               |           |          |                     |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |              |                                           |              |                              |              |                                |              |                   |              |                        |              |  |    |
| DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 50,000                                                                                                                                                                                                                                                                                                                  |           |          |                     |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |              |                                           |              |                              |              |                                |              |                   |              |                        |              |  |    |
| MED EXP (Any one person)                  | \$ 1,000                                                                                                                                                                                                                                                                                                                   |           |          |                     |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |              |                                           |              |                              |              |                                |              |                   |              |                        |              |  |    |
| PERSONAL & ADV INJURY                     | \$ 1,000,000                                                                                                                                                                                                                                                                                                               |           |          |                     |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |              |                                           |              |                              |              |                                |              |                   |              |                        |              |  |    |
| GENERAL AGGREGATE                         | \$ 2,000,000                                                                                                                                                                                                                                                                                                               |           |          |                     |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |              |                                           |              |                              |              |                                |              |                   |              |                        |              |  |    |
| PRODUCTS - COMP/OP AGG                    | \$ 2,000,000                                                                                                                                                                                                                                                                                                               |           |          |                     |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |              |                                           |              |                              |              |                                |              |                   |              |                        |              |  |    |
|                                           | \$                                                                                                                                                                                                                                                                                                                         |           |          |                     |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |              |                                           |              |                              |              |                                |              |                   |              |                        |              |  |    |
| B                                         | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br>OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                  |           |          | ACP BAPC 3019280781 | 05/08/2021              | 05/08/2022              | <table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>                                                                                                                                 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | BODILY INJURY (Per person)                | \$           | BODILY INJURY (Per accident) | \$           | PROPERTY DAMAGE (Per accident) | \$           |                   | \$           |                        |              |  |    |
| COMBINED SINGLE LIMIT (Ea accident)       | \$ 1,000,000                                                                                                                                                                                                                                                                                                               |           |          |                     |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |              |                                           |              |                              |              |                                |              |                   |              |                        |              |  |    |
| BODILY INJURY (Per person)                | \$                                                                                                                                                                                                                                                                                                                         |           |          |                     |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |              |                                           |              |                              |              |                                |              |                   |              |                        |              |  |    |
| BODILY INJURY (Per accident)              | \$                                                                                                                                                                                                                                                                                                                         |           |          |                     |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |              |                                           |              |                              |              |                                |              |                   |              |                        |              |  |    |
| PROPERTY DAMAGE (Per accident)            | \$                                                                                                                                                                                                                                                                                                                         |           |          |                     |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |              |                                           |              |                              |              |                                |              |                   |              |                        |              |  |    |
|                                           | \$                                                                                                                                                                                                                                                                                                                         |           |          |                     |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |              |                                           |              |                              |              |                                |              |                   |              |                        |              |  |    |
| C                                         | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                        |           |          | 77HX2196E2          | 01/22/2021              | 01/22/2022              | <table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$ 1,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>                                                                                                                                                                                                                                                                                  | EACH OCCURRENCE                     | \$ 1,000,000 | AGGREGATE                                 | \$ 1,000,000 |                              | \$           |                                |              |                   |              |                        |              |  |    |
| EACH OCCURRENCE                           | \$ 1,000,000                                                                                                                                                                                                                                                                                                               |           |          |                     |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |              |                                           |              |                              |              |                                |              |                   |              |                        |              |  |    |
| AGGREGATE                                 | \$ 1,000,000                                                                                                                                                                                                                                                                                                               |           |          |                     |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |              |                                           |              |                              |              |                                |              |                   |              |                        |              |  |    |
|                                           | \$                                                                                                                                                                                                                                                                                                                         |           |          |                     |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |              |                                           |              |                              |              |                                |              |                   |              |                        |              |  |    |
| D                                         | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                              | Y/N<br>N  | N/A      | 0001153522          | 01/22/2021              | 01/22/2022              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br><table border="1"> <tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr> </table>                                                                                                                                      | E.L. EACH ACCIDENT                  | \$ 1,000,000 | E.L. DISEASE - EA EMPLOYEE                | \$ 1,000,000 | E.L. DISEASE - POLICY LIMIT  | \$ 1,000,000 |                                |              |                   |              |                        |              |  |    |
| E.L. EACH ACCIDENT                        | \$ 1,000,000                                                                                                                                                                                                                                                                                                               |           |          |                     |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |              |                                           |              |                              |              |                                |              |                   |              |                        |              |  |    |
| E.L. DISEASE - EA EMPLOYEE                | \$ 1,000,000                                                                                                                                                                                                                                                                                                               |           |          |                     |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |              |                                           |              |                              |              |                                |              |                   |              |                        |              |  |    |
| E.L. DISEASE - POLICY LIMIT               | \$ 1,000,000                                                                                                                                                                                                                                                                                                               |           |          |                     |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |              |                                           |              |                              |              |                                |              |                   |              |                        |              |  |    |
| B                                         | Contractors Equipment                                                                                                                                                                                                                                                                                                      |           |          | ACP CIMP 3019280781 | 05/08/2021              | 05/08/2022              | <table border="1"> <tr><td>Lease/Rented Equipment</td><td>\$200,000</td></tr> </table>                                                                                                                                                                                                                                                                                                                                                             | Lease/Rented Equipment              | \$200,000    |                                           |              |                              |              |                                |              |                   |              |                        |              |  |    |
| Lease/Rented Equipment                    | \$200,000                                                                                                                                                                                                                                                                                                                  |           |          |                     |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |              |                                           |              |                              |              |                                |              |                   |              |                        |              |  |    |

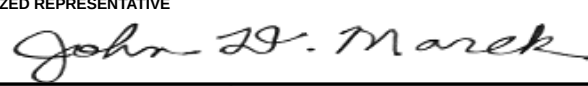
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Solid Waste and Recyclables

Please see attached for additional information.

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                                |                                                                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of College Station Attn: Risk Management<br>P.O. Box 9960<br><br>College Station TX 77842 | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

© 1988-2015 ACORD CORPORATION. All rights reserved.



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

|                                |           |                                     |
|--------------------------------|-----------|-------------------------------------|
| AGENCY<br>K&S Insurance Agency |           | NAMED INSURED<br>Lossen Bros., Inc. |
| POLICY NUMBER                  |           |                                     |
| CARRIER                        | NAIC CODE | EFFECTIVE DATE:                     |

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

The General Liability and Auto Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Auto Liability policy contains an endorsement with "Primary and Noncontributory" wording.

The General Liability, Auto Liability and Workers Compensation policy includes a blanket automatic waiver of subrogation endorsements that provide this feature, only when there is a written contract between the named insured and the certificate holder that requires it.

The Umbrella follows form over the General Liability, Auto Liability and Workers Compensation

\*ALWAYS REFER TO THE ATTACHED POLICY FORMS FOR SPECIFIC WORDING OF SUCH COVERGE, LIMITS, CONDITIONS AND EXCLUSIONS.

**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)<br>Or Organization(s):                                                                                                                                                                                  | Location(s) Of Covered Operations                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is signed prior to the "bodily injury", "property damage" or "personal and advertising injury" | Locations and operations covered under this policy when required by written contract signed prior to the "bodily injury", "property damage" or "personal and advertising injury" |
| 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.

**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.

**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

### **SCHEDULE**

| <b>Name Of Additional Insured Person(s)<br/>Or Organization(s):</b>                                    | <b>Location And Description Of Completed Operations</b>                                                                    |
|--------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| As required by written contract signed prior to the "bodily injury" or "property damage".              | As required by written contract signed prior to the "bodily injury" or "property damage" and if covered under this policy. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                                                                                                                            |

**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".

**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:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

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

Any person or organization you have agreed in a written contract to waive any right of recovery against provided the written contract is signed prior to the injury or damage

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 against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

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

- (1) The additional insured is a named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement prior to the injury or damage that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured where the additional insured is a named insured.

However, the insurance provided under this endorsement will not apply beyond the extent required by such contract or agreement.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO PROTECTION - PLATINUM**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### **SUMMARY OF COVERAGES**

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement**
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employees
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Expanded Transportation Expense
- Q. Extra Expense – Stolen Autos
- R. Physical Damage Limit of Insurance
- S. New Vehicle Replacement Cost
- T. Physical Damage Coverage Extensions
- U. Business Income and Extra Expense Coverage
- V. Transfer of Rights Of Recovery Against Others To Us**
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lockout
- Z. Cancellation Condition

**A. EFFECT OF THIS ENDORSEMENT**

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

**B. NEWLY ACQUIRED OR FORMED ENTITIES**

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is later.

**C. EMPLOYEES AS INSURED – NONOWNED AUTOS**

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT**

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

**E. SUPPLEMENTARY PAYMENTS – BAIL BONDS**

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS**

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

**G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION**

1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$500 in any one "accident". Coverage is excess over any other valid and collectible insurance.

2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay up to \$1,000 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

#### H. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

- (7) Prejudgment interest awarded against the “insured” on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

#### I. FELLOW EMPLOYEE

The Fellow Employee Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply if the “bodily Injury” results from the use of a covered “auto” you own or hire. The insurance provided under this provision is excess over any other collectible insurance.

#### J. HIRED AUTO PHYSICAL DAMAGE

If covered “auto” designation symbols 1 or 8 apply to Liability Coverage and if at least one “auto” you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to “autos” you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$125,000. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

#### K. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I – COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered “autos” for Physical Damage Coverage:

Any “auto” you do not own while used with the permission of its owner as a temporary substitute for a covered “auto” you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. “Loss”; or

- e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

#### L. EXPANDED TOWING COVERAGE

1. We will pay up to:
  - a. \$150 for a covered “auto” you own of the private passenger type, or
  - b. \$750 for a covered “auto” you own that is not of the private passenger type,for towing and labor costs incurred each time the covered “auto” is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an “auto” covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto”.

#### M. AUTO LOAN OR LEASE COVERAGE

1. In the event of a total “loss” to a covered “auto”, we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered “auto” less:
  - a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
  - b. Any:
    - 1) Overdue lease/loan payments at the time of the “loss”;
    - 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
    - 3) Security deposits not refunded by a lessor;
    - 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and
    - 5) Carry-over balances from previous leases.
2. This coverage only applies to a “loss” which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.

## COMMERCIAL AUTO

AC 70 06 03 16

3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

### N. ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

### O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

### P. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense in-

curred by you because of the total theft of a covered "auto" of the private passenger type.

We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

### Q. EXTRA EXPENSE – STOLEN AUTOS

The following paragraph is added to Section A.4. of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

### R. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

#### C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
  - b. The cost of repairing or replacing the damaged or stolen property.
2. \$2000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
  - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. The cost of repairing or replacing may:

- a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
  - b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

**S. NEW VEHICLE REPLACEMENT COST**

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered “auto” of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a “new vehicle.”

In the event of a total “loss” to your “new vehicle” to which this coverage applies, we will pay at your option:

- a. The verifiable “new vehicle” purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a “new vehicle” of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers’ dealership; or .
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer’s dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a “new vehicle” means an “auto” of which you are the original owner that has not been previously

titled and which you purchased less than 365 days before the date of the “loss”.

**T. PHYSICAL DAMAGE COVERAGE EXTENSIONS**

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

**b. Loss of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an “insured” becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered “auto”;
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered “auto”; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered “auto.”

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

**U. BUSINESS INCOME AND EXTRA EXPENSE COVERAGE**

**1. Business Income Coverage**

We will pay the actual loss of business income sustained by you as a result of the necessary suspension of your business during the period of restoration due to “loss” to a covered “auto” used in your business. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

**2. Extra Expense Coverage**

We will pay the necessary and reasonable extra expenses that you incur during the period of restoration that you would not have incurred had there been no “loss” to a covered “auto” used in your business. The loss

**COMMERCIAL AUTO  
AC 70 06 03 16**

must be caused by a cause of loss listed under item A1 of Physical Damage Coverage in this Coverage Part. Extra Expenses means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.

**3. Additional Conditions**

We will not pay for "loss" or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such "loss" that affects your business income. We will not pay under this coverage if you do not repair or replace the covered "auto". You must resume all or part of your business as quickly as possible. If you have other autos you can use to reduce the amount of loss payable under this coverage, you are required to use them. We will pay for expenses you incur to reduce the amount that otherwise would have been payable under this coverage. We will not pay more than the amount by which you actually reduce the business income loss or extra expense incurred.

**4. Limit**

The most we will pay for "loss" arising out of one covered "auto" is \$10,000 per loss with an annual aggregate of \$20,000. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

**5. Definitions**

- a. "Business Income" means the:
  - 1.). Net income (Net profit or loss before income taxes) that would have been earned or incurred if no loss would have occurred; and
  - 2.). Continuing normal operating expenses incurred, including payroll.
- b. "Period of Restoration" means the period of time that:
  - 1.). Begins:
    - (a) 24 hours after the time of loss for Business Income Coverage; or
    - (b) Immediately after the time of loss for Extra Expense Coverage; and
  - 2.) Ends at the earliest of:

- (a) The time required to resume your normal business operations; or
- (b) The time that is reasonably necessary to repair or replace the covered auto with a maximum time period of 180 days. Period of Restoration does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants. The expiration date of this policy will not cut short the period of restoration.

**V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

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

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

**W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

- 6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE
  - a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:
    - (1) You, if you are an individual;
    - (2) A partner, if you are a partnership;
    - (3) A member, if you are a limited liability company; or
    - (4) An executive officer or insurance manager, if you are a corporation.
  - b. Your obligation in the. Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be

considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

**X. HIRED CAR – COVERAGE TERRITORY**

Item (5) of the Policy Period, Coverage Territory General Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

**Y. EMERGENCY LOCKOUT**

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your

covered "auto" and you are unable to enter such "auto", or

2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

**Z. CANCELLATION CONDITION**

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

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

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

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

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

The premium for this endorsement is shown in the Schedule.

### Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

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

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.  
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 1/22/21 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001153522 of Texas Mutual Insurance Company effective on 1/22/21

Issued to: LOSSEN BROS INC



Authorized representative

This is not a bill

NCCI Carrier Code: 29939

1/20/21

**February 10, 2022**

**Item No. 7.8.**

**Deacon and Cain Road Railroad Crossing Construction Contract**

**Sponsor:** Emily Fisher, Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding a construction contract in the amount of \$5,203,379.80 with Knife River Corporation-South for the Deacon At-Grade Railroad Crossing and Cain Railroad Crossing Closing project.

**Relationship to Strategic Goals:**

1. Core Services and Infrastructure
2. Improving Mobility

**Recommendation(s):** Staff recommends approval.

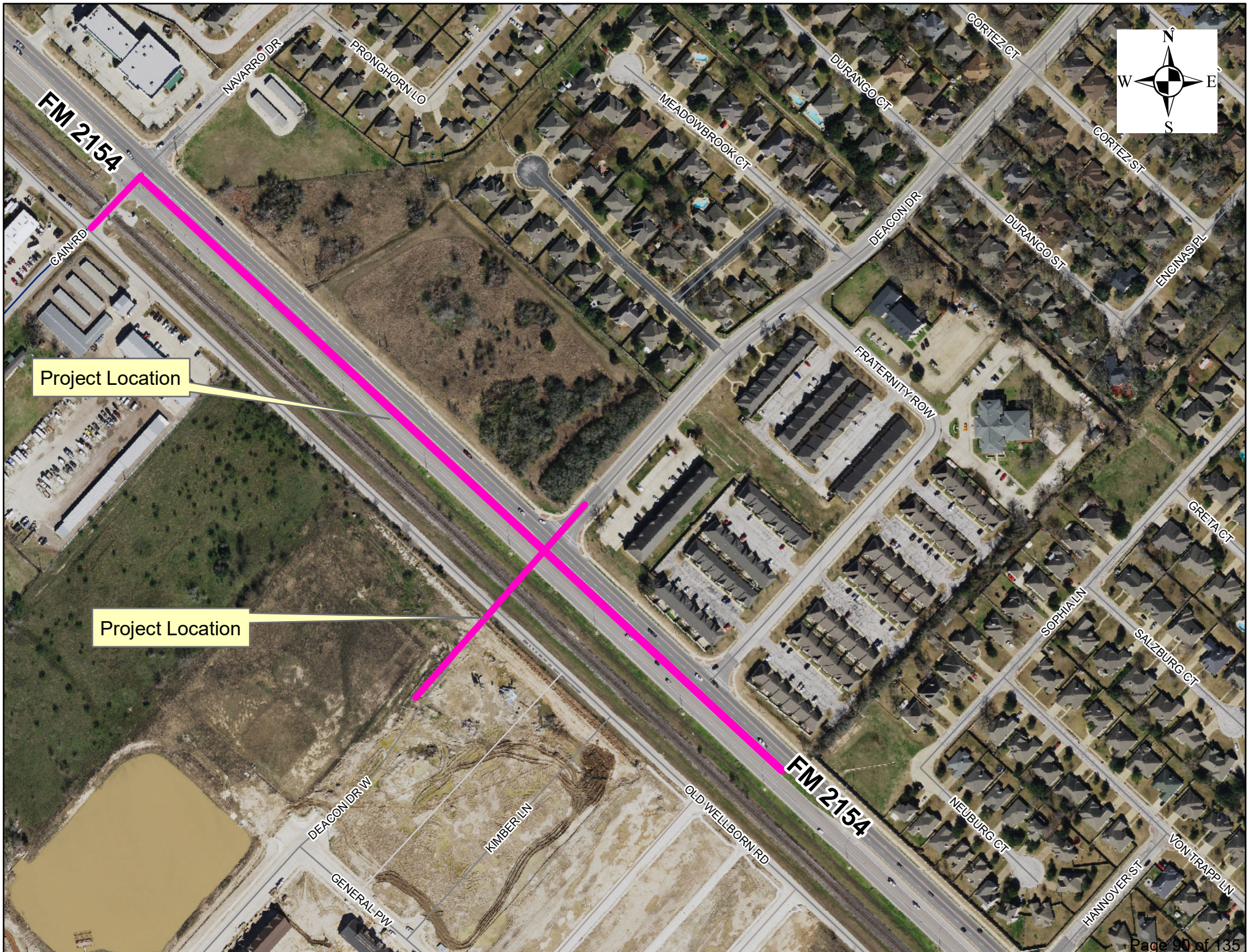
**Summary:** The City is undertaking a project to construct a new at-grade railroad crossing at the intersection of Deacon & FM 2154 and close the existing Cain crossing. FM 2154 will be reconstructed on either side of the new intersection to raise the existing grade 5.5 feet to the same level as the existing railroad tracks. The project will include right and left turn lanes on all approaches, a traffic signal, and pedestrian facilities.

The project was bid via sealed bid proposal in December 2021, RFP #22-018. Three (3) sealed proposals were submitted and Knife River Corporate South was selected as the top scoring responder.

**Budget & Financial Summary:** Budget in the amount of \$7,278,900 is included for this project in the Streets Capital Projects Fund. A total of \$1,895,639.16 has been expended or committed to date, leaving a balance of \$5,383,260.84 in the total project budget for construction.

**Attachments:**

1. Project Map
2. 22-018 Tabulation



Project Location

Project Location

**RFP 22-018 DEACON RAILROAD CROSSING & CAIN ROAD CLOSING**  
**Bid Opening December 1, 2021 at 2:00 P.M. CST**

|                                            |                    |           |      |                                              | BRAZOS PAVING, INC. |                     | LARRY YOUNG PAVING INC. |                     | KNIFE RIVER CORP-SOUTH |                     |
|--------------------------------------------|--------------------|-----------|------|----------------------------------------------|---------------------|---------------------|-------------------------|---------------------|------------------------|---------------------|
| ITEM NO.                                   | TXDOT BID ITEM NO. | QUANTITY  | UNIT | ITEM DESCRIPTION                             | UNIT PRICE          | TOTAL               | UNIT PRICE              | TOTAL               | UNIT PRICE             | TOTAL               |
| <b>ROADWAY - FM 2154 &amp; DEACON</b>      |                    |           |      |                                              |                     |                     |                         |                     |                        |                     |
| 1                                          | 0100 6002          | 19.00     | STA  | PREPARING ROW                                | \$ 10,020.00        | \$ 190,380.00       | \$ 17,000.00            | \$ 323,000.00       | \$ 28,490.00           | \$ 541,310.00       |
| 2                                          | 0110 6001          | 605.00    | CY   | EXCAVATION (ROADWAY)                         | \$ 16.00            | \$ 9,680.00         | \$ 26.00                | \$ 15,730.00        | \$ 15.00               | \$ 9,075.00         |
| 3                                          | 0132 6006          | 11,500.00 | CY   | EMBANKMENT (FINAL) (DENS CONT) (TY C)        | \$ 18.00            | \$ 207,000.00       | \$ 25.00                | \$ 287,500.00       | \$ 21.20               | \$ 243,800.00       |
| 4                                          | 0162 6002          | 4,413.00  | SY   | BLOCK SODDING                                | \$ 3.85             | \$ 16,990.05        | \$ 4.75                 | \$ 20,961.75        | \$ 3.80                | \$ 16,769.40        |
| 5                                          | 0164 6027          | 5,980.00  | SY   | CELL FBR MLCH SEED (PERM) (URBAN) (CLAY)     | \$ 0.65             | \$ 3,887.00         | \$ 0.50                 | \$ 2,990.00         | \$ 0.46                | \$ 2,750.80         |
| 6                                          | 0164 6029          | 5,196.00  | SY   | CELL FBR MLCH SEED (TEMP) (WARM)             | \$ 0.65             | \$ 3,377.40         | \$ 0.50                 | \$ 2,598.00         | \$ 0.43                | \$ 2,234.28         |
| 7                                          | 0164 6031          | 5,196.00  | SY   | CELL FBR MLCH SEED (TEMP) (COOL)             | \$ 0.65             | \$ 3,377.40         | \$ 0.50                 | \$ 2,598.00         | \$ 0.43                | \$ 2,234.28         |
| 8                                          | 0168 6001          | 515.00    | MG   | VEGETATIVE WATERING                          | \$ 40.00            | \$ 20,600.00        | \$ 51.00                | \$ 26,265.00        | \$ 48.00               | \$ 24,720.00        |
| 9                                          | 0170 6001          | 1.00      | LS   | IRRIGATION SYSTEM                            | \$ 20,000.00        | \$ 20,000.00        | \$ 3,500.00             | \$ 3,500.00         | \$ 43,450.00           | \$ 43,450.00        |
| 10                                         | 0192 6003          | 30.00     | EA   | PLANT MATERIAL (3 - GAL)                     | \$ 160.00           | \$ 4,800.00         | \$ 75.00                | \$ 2,250.00         | \$ 60.00               | \$ 1,800.00         |
| 11                                         | 0247 6228          | 3,062.00  | SY   | FL BS (CMP IN PLC) (TY A OR B GR 4) (9")     | \$ 24.00            | \$ 73,488.00        | \$ 24.50                | \$ 75,019.00        | \$ 17.82               | \$ 54,564.84        |
| 12                                         | 0260 6001          | 296.00    | TON  | LIME (HYDRATED LIME (DRY) )                  | \$ 180.00           | \$ 53,280.00        | \$ 190.00               | \$ 56,240.00        | \$ 210.00              | \$ 62,160.00        |
| 13                                         | 0260 6006          | 10,543.00 | SY   | LIME TRT (EXST MATL) (6")                    | \$ 3.25             | \$ 34,264.75        | \$ 4.25                 | \$ 44,807.75        | \$ 4.90                | \$ 51,660.70        |
| 14                                         | 0260 6027          | 7,632.00  | SY   | LIME TRT (EXST MATL) (8")                    | \$ 3.50             | \$ 26,712.00        | \$ 6.00                 | \$ 45,792.00        | \$ 4.45                | \$ 33,962.40        |
| 15                                         | 0276 6288          | 1,671.00  | CY   | CEM TRT (PLNT MX) (CL M) (TYE) (GR4) (FNPOS) | \$ 109.50           | \$ 182,974.50       | \$ 130.00               | \$ 217,230.00       | \$ 106.00              | \$ 177,126.00       |
| 16                                         | 0292 6003          | 1,431.00  | TON  | ASPHALT STAB BASE (GR 2) (PG 70)             | \$ 120.00           | \$ 171,720.00       | \$ 110.00               | \$ 157,410.00       | \$ 84.70               | \$ 121,205.70       |
| 17                                         | 0310 6001          | 1,072.00  | GAL  | PRIME COAT (MULTI OPTION)                    | \$ 2.50             | \$ 2,680.00         | \$ 5.00                 | \$ 5,360.00         | \$ 5.20                | \$ 5,574.40         |
| 18                                         | 0344 6047          | 1,169.00  | TON  | SUPERPAVE MIXTURES SP - C SAC - A PG70 - 2   | \$ 130.00           | \$ 151,970.00       | \$ 110.00               | \$ 128,590.00       | \$ 110.00              | \$ 128,590.00       |
| 19                                         | 0354 6046          | 48.00     | SY   | PLANE ASPH CONC PAV (2 1 / 2" - 3")          | \$ 50.00            | \$ 2,400.00         | \$ 4.75                 | \$ 228.00           | \$ 18.40               | \$ 883.20           |
| 20                                         | 0360 6003          | 9,412.00  | SY   | CONC PVMT (CONT REINF - CRCP) (9")           | \$ 76.00            | \$ 715,312.00       | \$ 81.50                | \$ 767,078.00       | \$ 68.83               | \$ 647,827.96       |
| 21                                         | 0360 6030          | 4,892.00  | SY   | CONC PAV (JOINT REINF) (8")                  | \$ 60.00            | \$ 293,520.00       | \$ 65.50                | \$ 320,426.00       | \$ 61.40               | \$ 300,368.80       |
| 22                                         | 0432 6001          | 20.00     | CY   | RIPRAP (CONC) (4 IN)                         | \$ 320.00           | \$ 6,400.00         | \$ 380.00               | \$ 7,600.00         | \$ 418.00              | \$ 8,360.00         |
| 23                                         | 0432 6045          | 3.00      | CY   | RIPRAP (MOW STRIP) (4 IN)                    | \$ 500.00           | \$ 1,500.00         | \$ 460.00               | \$ 1,380.00         | \$ 736.00              | \$ 2,208.00         |
| 24                                         | 0450 6051          | 451.00    | LF   | RAIL (HANDRAIL) (TY E)                       | \$ 335.00           | \$ 151,085.00       | \$ 220.00               | \$ 99,220.00        | \$ 189.80              | \$ 85,599.80        |
| 25                                         | 0528 6004          | 150.00    | SY   | LANDSCAPE PAVERS                             | \$ 81.00            | \$ 12,150.00        | \$ 80.50                | \$ 12,075.00        | \$ 115.00              | \$ 17,250.00        |
| 26                                         | 0528 6006          | 850.00    | SY   | REMOVE AND RELAY PAVERS                      | \$ 70.00            | \$ 59,500.00        | \$ 98.00                | \$ 83,300.00        | \$ 110.00              | \$ 93,500.00        |
| 27                                         | 0529 6005          | 1,641.00  | LF   | CONC CURB (MONO) (TY II)                     | \$ 5.50             | \$ 9,025.50         | \$ 5.25                 | \$ 8,615.25         | \$ 3.35                | \$ 5,497.35         |
| 28                                         | 0529 6007          | 18.00     | LF   | CONC CURB & GUTTER (TY I)                    | \$ 35.00            | \$ 630.00           | \$ 25.50                | \$ 459.00           | \$ 51.00               | \$ 918.00           |
| 29                                         | 0529 6008          | 7,448.00  | LF   | CONC CURB & GUTTER (TY II)                   | \$ 18.50            | \$ 137,788.00       | \$ 22.50                | \$ 167,580.00       | \$ 13.54               | \$ 100,845.92       |
| 30                                         | 0530 6004          | 82.00     | SY   | DRIVEWAYS (CONC)                             | \$ 72.00            | \$ 5,904.00         | \$ 58.00                | \$ 4,756.00         | \$ 110.00              | \$ 9,020.00         |
| 31                                         | 0531 6001          | 1,849.00  | SY   | CONC SIDEWALKS (4")                          | \$ 52.00            | \$ 96,148.00        | \$ 56.50                | \$ 104,468.50       | \$ 53.80               | \$ 99,476.20        |
| 32                                         | 0531 6004          | 5.00      | EA   | CURB RAMPS (TY 1)                            | \$ 850.00           | \$ 4,250.00         | \$ 1,400.00             | \$ 7,000.00         | \$ 1,400.00            | \$ 7,000.00         |
| 33                                         | 0531 6010          | 4.00      | EA   | CURB RAMPS (TY 7)                            | \$ 1,200.00         | \$ 4,800.00         | \$ 1,400.00             | \$ 5,600.00         | \$ 1,500.00            | \$ 6,000.00         |
| 34                                         | 0536 6005          | 16.00     | SY   | CONCRETE MEDIAN (NOSE)                       | \$ 72.50            | \$ 1,160.00         | \$ 110.00               | \$ 1,760.00         | \$ 394.00              | \$ 6,304.00         |
| 35                                         | 0540 6006          | 1.00      | EA   | MTL BEAM GD FEN TRANS (THRIE - BEAM)         | \$ 3,000.00         | \$ 3,000.00         | \$ 4,500.00             | \$ 4,500.00         | \$ 2,000.00            | \$ 2,000.00         |
| 36                                         | 0544 6006          | 1.00      | EA   | GDRAIL END TRT (INST) (WOOD POST) (TY III)   | \$ 3,500.00         | \$ 3,500.00         | \$ 3,200.00             | \$ 3,200.00         | \$ 3,150.00            | \$ 3,150.00         |
| 37                                         | 7123 6002          | 23.00     | LF   | PIPE WATER MAIN (PVC)(6") (C-900 DR-18)      | \$ 100.00           | \$ 2,300.00         | \$ 110.00               | \$ 2,530.00         | \$ 76.05               | \$ 1,749.15         |
| 38                                         | --- ----           | 1.00      | EA   | FIRE HYDRANT ASSEMBLY                        | \$ 6,500.00         | \$ 6,500.00         | \$ 5,500.00             | \$ 5,500.00         | \$ 4,888.00            | \$ 4,888.00         |
| 39                                         | --- ----           | 2.00      | EA   | ADJUST EXIST VALVE BOX TO GRADE              | \$ 500.00           | \$ 1,000.00         | \$ 1,300.00             | \$ 2,600.00         | \$ 550.00              | \$ 1,100.00         |
| <b>SUBTOTAL - ROADWAY TXDOT ITEMS</b>      |                    |           |      |                                              | <b>\$</b>           | <b>2,695,053.60</b> | <b>\$</b>               | <b>3,027,717.25</b> | <b>\$</b>              | <b>2,926,934.18</b> |
| <b>ILLUMINATION - FM 2154</b>              |                    |           |      |                                              |                     |                     |                         |                     |                        |                     |
| 40                                         | 0416 6029          | 18.00     | LF   | DRILL SHAFT (RDWY ILL POLE) (30 IN)          | \$ 279.30           | \$ 5,027.40         | \$ 320.00               | \$ 5,760.00         | \$ 270.00              | \$ 4,860.00         |
| 41                                         | 0618 6023          | 2,301.00  | LF   | CONDT (PVC) (SCH 40) (2")                    | \$ 25.10            | \$ 57,755.10        | \$ 18.50                | \$ 42,568.50        | \$ 15.43               | \$ 35,504.43        |
| 42                                         | 0620 6007          | 2,301.00  | LF   | ELEC CONDR (NO.8) BARE                       | \$ 1.20             | \$ 2,761.20         | \$ 2.25                 | \$ 5,177.25         | \$ 1.89                | \$ 4,348.89         |
| 43                                         | 0620 6016          | 7,308.00  | LF   | ELEC CONDR (NO.2) INSULATED                  | \$ 3.08             | \$ 22,508.64        | \$ 2.00                 | \$ 14,616.00        | \$ 1.76                | \$ 12,862.08        |
| 44                                         | 0624 6002          | 3.00      | EA   | GROUND BOX TY A (122311) W / APRON           | \$ 1,310.00         | \$ 3,930.00         | \$ 1,200.00             | \$ 3,600.00         | \$ 994.00              | \$ 2,982.00         |
| <b>SUBTOTAL - ILLUMINATION TXDOT ITEMS</b> |                    |           |      |                                              | <b>\$</b>           | <b>91,982.34</b>    | <b>\$</b>               | <b>71,721.75</b>    | <b>\$</b>              | <b>60,557.40</b>    |
| <b>REMOVAL - FM 2154 &amp; DEACON</b>      |                    |           |      |                                              |                     |                     |                         |                     |                        |                     |
| 45                                         | 0104 6001          | 586.00    | SY   | REMOVING CONC (PAV)                          | \$ 9.00             | \$ 5,274.00         | \$ 12.00                | \$ 7,032.00         | \$ 19.00               | \$ 11,134.00        |
| 46                                         | 0104 6011          | 20.00     | SY   | REMOVING CONC (MEDIANS)                      | \$ 16.00            | \$ 320.00           | \$ 17.50                | \$ 350.00           | \$ 208.00              | \$ 4,160.00         |
| 47                                         | 0104 6015          | 1,612.00  | SY   | REMOVING CONC (SIDEWALKS)                    | \$ 13.50            | \$ 21,762.00        | \$ 11.50                | \$ 18,538.00        | \$ 11.80               | \$ 19,021.60        |
| 48                                         | 0104 6017          | 68.00     | SY   | REMOVING CONC (DRIVEWAYS)                    | \$ 16.00            | \$ 1,088.00         | \$ 21.50                | \$ 1,462.00         | \$ 18.20               | \$ 1,237.60         |
| 49                                         | 0104 6021          | 395.00    | LF   | REMOVING CONC (CURB)                         | \$ 10.00            | \$ 3,950.00         | \$ 6.50                 | \$ 2,567.50         | \$ 10.00               | \$ 3,950.00         |

**RFP 22-018 DEACON RAILROAD CROSSING & CAIN ROAD CLOSING**  
**Bid Opening December 1, 2021 at 2:00 P.M. CST**

| ITEM NO.                                      | TXDOT BID<br>ITEM NO. | QUANTITY  | UNIT | ITEM DESCRIPTION                           | BRAZOS PAVING, INC. |                   | LARRY YOUNG PAVING<br>INC. |                   | KNIFE RIVER CORP-<br>SOUTH |                   |
|-----------------------------------------------|-----------------------|-----------|------|--------------------------------------------|---------------------|-------------------|----------------------------|-------------------|----------------------------|-------------------|
|                                               |                       |           |      |                                            | UNIT PRICE          | TOTAL             | UNIT PRICE                 | TOTAL             | UNIT PRICE                 | TOTAL             |
| 50                                            | 0104 6022             | 8,113.00  | LF   | REMOVING CONC (CURB AND GUTTER)            | \$ 7.00             | \$ 56,791.00      | \$ 6.50                    | \$ 52,734.50      | \$ 15.70                   | \$ 127,374.10     |
| 51                                            | 0104 6032             | 87.00     | SY   | REMOVING CONC (WHEELCHAIR RAMP)            | \$ 16.00            | \$ 1,392.00       | \$ 12.00                   | \$ 1,044.00       | \$ 13.00                   | \$ 1,131.00       |
| 52                                            | 0105 6094             | 10,249.00 | SY   | REMOVING STAB BASE & ASPH PAV(12"-27")     | \$ 14.50            | \$ 148,610.50     | \$ 13.00                   | \$ 133,237.00     | \$ 5.00                    | \$ 51,245.00      |
| 53                                            | 0496 6002             | 10.00     | EA   | REMOV STR (INLET)                          | \$ 1,200.00         | \$ 12,000.00      | \$ 670.00                  | \$ 6,700.00       | \$ 1,690.00                | \$ 16,900.00      |
| 54                                            | 0496 6004             | 2.00      | EA   | REMOV STR (SET)                            | \$ 650.00           | \$ 1,300.00       | \$ 670.00                  | \$ 1,340.00       | \$ 640.00                  | \$ 1,280.00       |
| 55                                            | 0496 6005             | 1.00      | EA   | REMOV STR (WINGWALL)                       | \$ 2,500.00         | \$ 2,500.00       | \$ 670.00                  | \$ 670.00         | \$ 1,450.00                | \$ 1,450.00       |
| 56                                            | 0496 6006             | 2.00      | EA   | REMOV STR (HEADWALL)                       | \$ 2,000.00         | \$ 4,000.00       | \$ 670.00                  | \$ 1,340.00       | \$ 900.00                  | \$ 1,800.00       |
| 57                                            | 0496 6007             | 562.00    | LF   | REMOV STR (PIPE)                           | \$ 25.00            | \$ 14,050.00      | \$ 21.50                   | \$ 12,083.00      | \$ 30.00                   | \$ 16,860.00      |
| 58                                            | 0624 6028             | 1.00      | EA   | REMOVE GROUND BOX                          | \$ 500.00           | \$ 500.00         | \$ 320.00                  | \$ 320.00         | \$ 110.00                  | \$ 110.00         |
| 59                                            | 0690 6001             | 2,405.00  | LF   | REMOVAL OF CONDUIT                         | \$ 6.50             | \$ 15,632.50      | \$ 10.50                   | \$ 25,252.50      | \$ 1.10                    | \$ 2,645.50       |
| 60                                            | 0690 6063             | 5.00      | EA   | REMOVAL OF CONCRETE FOUNDATIONS            | \$ 400.00           | \$ 2,000.00       | \$ 580.00                  | \$ 2,900.00       | \$ 1,300.00                | \$ 6,500.00       |
| 61                                            | 0752 6005             | 17.00     | EA   | TREE REMOVAL (4" - 12" DIA)                | \$ 450.00           | \$ 7,650.00       | \$ 310.00                  | \$ 5,270.00       | \$ 150.00                  | \$ 2,550.00       |
| <b>SUBTOTAL - REMOVAL TXDOT ITEMS</b>         |                       |           |      |                                            | <b>\$</b>           | <b>298,820.00</b> | <b>\$</b>                  | <b>272,840.50</b> | <b>\$</b>                  | <b>269,348.80</b> |
| <b>RETAINING WALLS - FM 2154 &amp; DEACON</b> |                       |           |      |                                            |                     |                   |                            |                   |                            |                   |
| 62                                            | 0132 6035             | 460.20    | CY   | EMBANK (FINAL) (DC) (TY E) (CSBE)          | \$ 109.50           | \$ 50,391.90      | \$ 140.00                  | \$ 64,428.00      | \$ 49.75                   | \$ 22,894.95      |
| 63                                            | 0423 6001             | 1,553.00  | SF   | RETAINING WALL (MSE)                       | \$ 165.00           | \$ 256,245.00     | \$ 70.50                   | \$ 109,486.50     | \$ 74.25                   | \$ 115,310.25     |
| 64                                            | 0450 6023             | 253.00    | LF   | RAIL (TY SSTR)                             | \$ 650.00           | \$ 164,450.00     | \$ 150.00                  | \$ 37,950.00      | \$ 128.00                  | \$ 32,384.00      |
| <b>SUBTOTAL - RETAINING WALLS TXDOT ITEMS</b> |                       |           |      |                                            | <b>\$</b>           | <b>471,086.90</b> | <b>\$</b>                  | <b>211,864.50</b> | <b>\$</b>                  | <b>170,589.20</b> |
| <b>SWPPP - FM 2154 &amp; DEACON</b>           |                       |           |      |                                            |                     |                   |                            |                   |                            |                   |
| 65                                            | 0506 6002             | 265.00    | LF   | ROCK FILTER DAMS (INSTALL) (TY 2)          | \$ 33.00            | \$ 8,745.00       | \$ 23.00                   | \$ 6,095.00       | \$ 32.59                   | \$ 8,636.35       |
| 66                                            | 0506 6011             | 265.00    | LF   | ROCK FILTER DAMS (REMOVE)                  | \$ 11.00            | \$ 2,915.00       | \$ 13.00                   | \$ 3,445.00       | \$ 10.00                   | \$ 2,650.00       |
| 67                                            | 0506 6020             | 448.00    | SY   | CONSTRUCTION EXITS (INSTALL) (TY 1)        | \$ 18.50            | \$ 8,288.00       | \$ 28.00                   | \$ 12,544.00      | \$ 26.00                   | \$ 11,648.00      |
| 68                                            | 0506 6024             | 448.00    | SY   | CONSTRUCTION EXITS (REMOVE)                | \$ 8.50             | \$ 3,808.00       | \$ 9.00                    | \$ 4,032.00       | \$ 10.00                   | \$ 4,480.00       |
| 69                                            | 0506 6038             | 2,319.00  | LF   | TEMP SEDMT CONT FENCE (INSTALL)            | \$ 2.75             | \$ 6,377.25       | \$ 2.50                    | \$ 5,797.50       | \$ 2.72                    | \$ 6,307.68       |
| 70                                            | 0506 6039             | 2,319.00  | LF   | TEMP SEDMT CONT FENCE (REMOVE)             | \$ 1.10             | \$ 2,550.90       | \$ 0.25                    | \$ 579.75         | \$ 1.00                    | \$ 2,319.00       |
| 71                                            | 0506 6040             | 665.00    | LF   | BIODEG EROSN CONT LOGS (INSLT) (8")        | \$ 4.40             | \$ 2,926.00       | \$ 3.00                    | \$ 1,995.00       | \$ 4.35                    | \$ 2,892.75       |
| 72                                            | 0506 6041             | 210.00    | LF   | BIODEG EROSN CONT LOGS (INSLT) (12")       | \$ 6.05             | \$ 1,270.50       | \$ 3.75                    | \$ 787.50         | \$ 6.00                    | \$ 1,260.00       |
| 73                                            | 0506 6043             | 875.00    | LF   | BIODEG EROSN CONT LOGS (REMOVE)            | \$ 1.10             | \$ 962.50         | \$ 0.75                    | \$ 656.25         | \$ 1.00                    | \$ 875.00         |
| <b>SUBTOTAL - SWPPP TXDOT ITEMS</b>           |                       |           |      |                                            | <b>\$</b>           | <b>37,843.15</b>  | <b>\$</b>                  | <b>35,932.00</b>  | <b>\$</b>                  | <b>41,068.78</b>  |
| <b>STORM SEWER - FM 2154 &amp; DEACON</b>     |                       |           |      |                                            |                     |                   |                            |                   |                            |                   |
| 74                                            | 0462 6008             | 200.00    | LF   | CONC BOX CULV (5FT X 4FT) (ASTM C1677)     | \$ 715.60           | \$ 143,120.00     | \$ 740.00                  | \$ 148,000.00     | \$ 667.00                  | \$ 133,400.00     |
| 75                                            | 0464 6003             | 516.00    | LF   | RC PIPE (CL III) (18 IN)                   | \$ 69.25            | \$ 35,733.00      | \$ 91.50                   | \$ 47,214.00      | \$ 124.00                  | \$ 63,984.00      |
| 76                                            | 0464 6005             | 462.00    | LF   | RC PIPE (CL III) (24 IN)                   | \$ 83.90            | \$ 38,761.80      | \$ 100.00                  | \$ 46,200.00      | \$ 142.00                  | \$ 65,604.00      |
| 77                                            | 0464 6007             | 48.00     | LF   | RC PIPE (CL III) (30 IN)                   | \$ 143.00           | \$ 6,864.00       | \$ 120.00                  | \$ 5,760.00       | \$ 200.00                  | \$ 9,600.00       |
| 78                                            | 0465 6013             | 1.00      | EA   | INLET (COMPL) (PCO) (3FT) (NONE)           | \$ 4,850.00         | \$ 4,850.00       | \$ 4,000.00                | \$ 4,000.00       | \$ 6,400.00                | \$ 6,400.00       |
| 79                                            | 0465 6015             | 2.00      | EA   | INLET (COMPL) (PCO) (3FT) (RIGHT)          | \$ 5,200.00         | \$ 10,400.00      | \$ 4,000.00                | \$ 8,000.00       | \$ 7,830.00                | \$ 15,660.00      |
| 80                                            | 0465 6016             | 1.00      | EA   | INLET (COMPL) (PCO) (3FT) (BOTH)           | \$ 5,500.00         | \$ 5,500.00       | \$ 4,000.00                | \$ 4,000.00       | \$ 11,000.00               | \$ 11,000.00      |
| 81                                            | 0465 6023             | 2.00      | EA   | INLET (COMPL) (PCO) (5FT) (RIGHT)          | \$ 5,500.00         | \$ 11,000.00      | \$ 4,900.00                | \$ 9,800.00       | \$ 10,000.00               | \$ 20,000.00      |
| 82                                            | 0465 6027             | 1.00      | EA   | INLET (COMPL) (PCO) (6FT) (RIGHT)          | \$ 5,600.00         | \$ 5,600.00       | \$ 4,900.00                | \$ 4,900.00       | \$ 11,230.00               | \$ 11,230.00      |
| 83                                            | 0465 6168             | 2.00      | EA   | INLET (COMPL) (TY A)                       | \$ 5,800.00         | \$ 11,600.00      | \$ 4,000.00                | \$ 8,000.00       | \$ 6,363.00                | \$ 12,726.00      |
| 84                                            | 0465 6175             | 2.00      | EA   | BCS RECESSED INLETS (5' WITH 5' EXTENSION) | \$ 6,800.00         | \$ 13,600.00      | \$ 6,400.00                | \$ 12,800.00      | \$ 12,800.00               | \$ 25,600.00      |
| 85                                            | 0465 6225             | 2.00      | EA   | JCT BOX (COMPL) (SPL)                      | \$ 9,000.00         | \$ 18,000.00      | \$ 3,600.00                | \$ 7,200.00       | \$ 8,500.00                | \$ 17,000.00      |
| 86                                            | 0465 6265             | 1.00      | EA   | MANH (STG II) (TY A)                       | \$ 3,850.00         | \$ 3,850.00       | \$ 2,500.00                | \$ 2,500.00       | \$ 3,600.00                | \$ 3,600.00       |
| 87                                            | 0465 9999             | 5.00      | EA   | INLET (COMPL) (CURB) (TY F)                | \$ 4,800.00         | \$ 24,000.00      | \$ 4,300.00                | \$ 21,500.00      | \$ 4,936.00                | \$ 24,680.00      |
| 88                                            | 0467 6182             | 2.00      | EA   | SET (TY I) (S= 5 FT) (HW= 5 FT) (4: 1) (C) | \$ 8,500.00         | \$ 17,000.00      | \$ 7,500.00                | \$ 15,000.00      | \$ 10,960.00               | \$ 21,920.00      |
| 89                                            | 0467 6390             | 5.00      | EA   | SET (TY II) (24 IN) (RCP) (4: 1) (C)       | \$ 3,500.00         | \$ 17,500.00      | \$ 1,300.00                | \$ 6,500.00       | \$ 1,835.00                | \$ 9,175.00       |
| 90                                            | 0467 6395             | 4.00      | EA   | SET (TY II) (24 IN) (RCP) (6: 1) (P)       | \$ 2,850.00         | \$ 11,400.00      | \$ 1,400.00                | \$ 5,600.00       | \$ 1,900.00                | \$ 7,600.00       |
| 91                                            | 0467 6419             | 2.00      | EA   | SET (TY II) (30 IN) (RCP) (4: 1) (C)       | \$ 3,850.00         | \$ 7,700.00       | \$ 2,100.00                | \$ 4,200.00       | \$ 1,925.00                | \$ 3,850.00       |
| 92                                            | 0479 6001             | 3.00      | EA   | ADJUSTING MANHOLES                         | \$ 850.00           | \$ 2,550.00       | \$ 1,300.00                | \$ 3,900.00       | \$ 1,900.00                | \$ 5,700.00       |
| 93                                            | 0479 6002             | 3.00      | EA   | ADJUSTING INLETS                           | \$ 850.00           | \$ 2,550.00       | \$ 1,300.00                | \$ 3,900.00       | \$ 1,280.00                | \$ 3,840.00       |
| 94                                            | 0479 6007             | 1.00      | EA   | ADJUSTING MANHOLES (CAP)                   | \$ 650.00           | \$ 650.00         | \$ 2,500.00                | \$ 2,500.00       | \$ 1,950.00                | \$ 1,950.00       |
| <b>SUBTOTAL - STORM SEWER TXDOT ITEMS</b>     |                       |           |      |                                            | <b>\$</b>           | <b>392,228.80</b> | <b>\$</b>                  | <b>371,474.00</b> | <b>\$</b>                  | <b>474,519.00</b> |

**RFP 22-018 DEACON RAILROAD CROSSING & CAIN ROAD CLOSING**  
**Bid Opening December 1, 2021 at 2:00 P.M. CST**

|                                                               |                    |          |      |                                              | BRAZOS PAVING, INC. |                  | LARRY YOUNG PAVING INC. |                  | KNIFE RIVER CORP-SOUTH |                  |
|---------------------------------------------------------------|--------------------|----------|------|----------------------------------------------|---------------------|------------------|-------------------------|------------------|------------------------|------------------|
| ITEM NO.                                                      | TXDOT BID ITEM NO. | QUANTITY | UNIT | ITEM DESCRIPTION                             | UNIT PRICE          | TOTAL            | UNIT PRICE              | TOTAL            | UNIT PRICE             | TOTAL            |
| <b>SIGNING &amp; PAVEMENT MARKINGS - FM 2154 &amp; DEACON</b> |                    |          |      |                                              |                     |                  |                         |                  |                        |                  |
| 95                                                            | 0540 6001          | 60.00    | LF   | MTL W-BEAM GD FEN (TIM POST)                 | \$ 50.00            | \$ 3,000.00      | \$ 45.00                | \$ 2,700.00      | \$ 33.00               | \$ 1,980.00      |
| 96                                                            | 0636 6001          | 30.00    | SF   | ALUMINUM SIGNS (TY A)                        | \$ 135.00           | \$ 4,050.00      | \$ 51.00                | \$ 1,530.00      | \$ 30.42               | \$ 912.60        |
| 97                                                            | 0644 6001          | 1.00     | EA   | IN SM RD SN SUP & AM TY10BWG (1) SA (P)      | \$ 720.00           | \$ 720.00        | \$ 960.00               | \$ 960.00        | \$ 724.00              | \$ 724.00        |
| 98                                                            | 0644 6004          | 2.00     | EA   | IN SM RD SN SUP & AM TY10BWG (1) SA (T)      | \$ 760.00           | \$ 1,520.00      | \$ 1,000.00             | \$ 2,000.00      | \$ 765.00              | \$ 1,530.00      |
| 99                                                            | 0644 6007          | 1.00     | EA   | IN SM RD SN SUP & AM TY10BWG (1) SA (U)      | \$ 935.00           | \$ 935.00        | \$ 1,300.00             | \$ 1,300.00      | \$ 942.00              | \$ 942.00        |
| 100                                                           | 0644 6061          | 20.00    | EA   | IN SM RD SN SUP & AM TYTWT (1) WS (T)        | \$ 548.00           | \$ 10,960.00     | \$ 730.00               | \$ 14,600.00     | \$ 551.00              | \$ 11,020.00     |
| 101                                                           | 0666 6017          | 413.00   | LF   | REFL PAV MRK TY I (W) 6" (DOT) (090MIL)      | \$ 2.16             | \$ 892.08        | \$ 3.00                 | \$ 1,239.00      | \$ 2.17                | \$ 896.21        |
| 102                                                           | 0666 6029          | 88.00    | LF   | REFL PAV MRK TY I (W) 8" (DOT) (090MIL)      | \$ 2.70             | \$ 237.60        | \$ 3.50                 | \$ 308.00        | \$ 2.72                | \$ 239.36        |
| 103                                                           | 0666 6035          | 3,668.00 | LF   | REFL PAV MRK TY I (W) 8" (SLD) (090MIL)      | \$ 1.78             | \$ 6,529.04      | \$ 2.50                 | \$ 9,170.00      | \$ 1.79                | \$ 6,565.72      |
| 104                                                           | 0666 6047          | 857.00   | LF   | REFL PAV MRK TY I (W) 24" (SLD) (090MIL)     | \$ 7.34             | \$ 6,290.38      | \$ 9.75                 | \$ 8,355.75      | \$ 7.39                | \$ 6,333.23      |
| 105                                                           | 0666 6053          | 7.00     | EA   | REFL PAV MRK TY I (W) (ARROW) (090MIL)       | \$ 199.80           | \$ 1,398.60      | \$ 270.00               | \$ 1,890.00      | \$ 201.00              | \$ 1,407.00      |
| 106                                                           | 0666 6056          | 2.00     | EA   | REFL PAV MRK TY I (W) (DBL ARROW) (090MIL)   | \$ 221.40           | \$ 442.80        | \$ 300.00               | \$ 600.00        | \$ 223.00              | \$ 446.00        |
| 107                                                           | 0666 6077          | 10.00    | EA   | REFL PAV MRK TY I (W) (WORD) (090MIL)        | \$ 216.00           | \$ 2,160.00      | \$ 290.00               | \$ 2,900.00      | \$ 217.00              | \$ 2,170.00      |
| 108                                                           | 0666 6092          | 4.00     | EA   | REFL PAV MRK TY I (W) (RR XING) (090MIL)     | \$ 513.00           | \$ 2,052.00      | \$ 690.00               | \$ 2,760.00      | \$ 516.00              | \$ 2,064.00      |
| 109                                                           | 0666 6104          | 4.00     | EA   | REFL PAV MRK TY I (W) (BIKE ARW) (090MIL)    | \$ 145.80           | \$ 583.20        | \$ 190.00               | \$ 760.00        | \$ 147.00              | \$ 588.00        |
| 110                                                           | 0666 6107          | 2.00     | EA   | RFL PAV MRK TY I (W) BIKE RR XING (090MIL)   | \$ 513.00           | \$ 1,026.00      | \$ 690.00               | \$ 1,380.00      | \$ 516.00              | \$ 1,032.00      |
| 111                                                           | 0666 6110          | 8.00     | EA   | REFL PAV MRK TY I (W) (BIKE SYML) (090MIL)   | \$ 167.40           | \$ 1,339.20      | \$ 220.00               | \$ 1,760.00      | \$ 168.00              | \$ 1,344.00      |
| 112                                                           | 0666 6140          | 16.00    | LF   | REFL PAV MRK TY I (Y) 12" (SLD) (090MIL)     | \$ 4.32             | \$ 69.12         | \$ 5.75                 | \$ 92.00         | \$ 4.35                | \$ 69.60         |
| 113                                                           | 0666 6224          | 6,473.00 | LF   | PAVEMENT SEALER 4"                           | \$ 0.09             | \$ 582.57        | \$ 0.12                 | \$ 776.76        | \$ 0.09                | \$ 582.57        |
| 114                                                           | 0666 6225          | 1,731.00 | LF   | PAVEMENT SEALER 6"                           | \$ 0.13             | \$ 225.03        | \$ 0.25                 | \$ 432.75        | \$ 0.13                | \$ 225.03        |
| 115                                                           | 0666 6226          | 3,756.00 | LF   | PAVEMENT SEALER 8"                           | \$ 0.17             | \$ 638.52        | \$ 0.25                 | \$ 939.00        | \$ 0.17                | \$ 638.52        |
| 116                                                           | 0666 6228          | 16.00    | LF   | PAVEMENT SEALER 12"                          | \$ 0.26             | \$ 4.16          | \$ 0.25                 | \$ 4.00          | \$ 0.26                | \$ 4.16          |
| 117                                                           | 0666 6230          | 857.00   | LF   | PAVEMENT SEALER 24"                          | \$ 0.52             | \$ 445.64        | \$ 0.75                 | \$ 642.75        | \$ 0.52                | \$ 445.64        |
| 118                                                           | 0666 6231          | 7.00     | EA   | PAVEMENT SEALER (ARROW)                      | \$ 21.60            | \$ 151.20        | \$ 29.00                | \$ 203.00        | \$ 22.00               | \$ 154.00        |
| 119                                                           | 0666 6232          | 10.00    | EA   | PAVEMENT SEALER (WORD)                       | \$ 21.60            | \$ 216.00        | \$ 29.00                | \$ 290.00        | \$ 22.00               | \$ 220.00        |
| 120                                                           | 0666 6234          | 2.00     | EA   | PAVEMENT SEALER (DBL ARROW)                  | \$ 21.60            | \$ 43.20         | \$ 29.00                | \$ 58.00         | \$ 22.00               | \$ 44.00         |
| 121                                                           | 0666 6242          | 6.00     | EA   | PAVEMENT SEALER (RR XING)                    | \$ 43.20            | \$ 259.20        | \$ 57.50                | \$ 345.00        | \$ 43.00               | \$ 258.00        |
| 122                                                           | 0666 6244          | 4.00     | EA   | PAVEMENT SEALER (BIKE ARROW)                 | \$ 21.60            | \$ 86.40         | \$ 29.00                | \$ 116.00        | \$ 22.00               | \$ 88.00         |
| 123                                                           | 0666 6245          | 8.00     | EA   | PAVEMENT SEALER (BIKE SYMBOL)                | \$ 21.60            | \$ 172.80        | \$ 29.00                | \$ 232.00        | \$ 22.00               | \$ 176.00        |
| 124                                                           | 0666 6299          | 4,660.00 | LF   | RE PM W / RET REQ TY I (W) 4" (BRK) (090MIL) | \$ 0.76             | \$ 3,541.60      | \$ 1.00                 | \$ 4,660.00      | \$ 0.76                | \$ 3,541.60      |
| 125                                                           | 0666 6308          | 1,318.00 | LF   | RE PM W / RET REQ TY I (W) 6" (SLD) (090MIL) | \$ 0.92             | \$ 1,212.56      | \$ 1.25                 | \$ 1,647.50      | \$ 0.92                | \$ 1,212.56      |
| 126                                                           | 0666 6311          | 166.00   | LF   | RE PM W / RET REQ TY I (Y) 4" (BRK) (090MIL) | \$ 0.76             | \$ 126.16        | \$ 1.00                 | \$ 166.00        | \$ 0.76                | \$ 126.16        |
| 127                                                           | 0666 6314          | 1,647.00 | LF   | RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL) | \$ 0.76             | \$ 1,251.72      | \$ 1.00                 | \$ 1,647.00      | \$ 0.76                | \$ 1,251.72      |
| 128                                                           | 0672 6013          | 56.00    | EA   | TRAFFIC BUTTON TY II - A - A                 | \$ 5.40             | \$ 302.40        | \$ 7.25                 | \$ 406.00        | \$ 5.43                | \$ 304.08        |
| 129                                                           | 0672 6014          | 389.00   | EA   | TRAFFIC BUTTON TY II - C - R                 | \$ 5.40             | \$ 2,106.00      | \$ 7.25                 | \$ 2,820.25      | \$ 5.43                | \$ 2,112.27      |
| 130                                                           | 0677 6001          | 262.00   | LF   | ELIM EXT PAV MRK & MRKS (4")                 | \$ 0.42             | \$ 110.04        | \$ 0.50                 | \$ 131.00        | \$ 0.42                | \$ 110.04        |
| 131                                                           | 0677 6003          | 83.00    | LF   | ELIM EXT PAV MRK & MRKS (8")                 | \$ 0.84             | \$ 69.72         | \$ 1.00                 | \$ 83.00         | \$ 0.85                | \$ 70.55         |
| 132                                                           | 0677 6007          | 5.00     | LF   | ELIM EXT PAV MRK & MRKS (24")                | \$ 2.27             | \$ 11.35         | \$ 3.00                 | \$ 15.00         | \$ 2.28                | \$ 11.40         |
| 133                                                           | 0677 6008          | 1.00     | EA   | ELIM EXT PAV MRK & MRKS (ARROW)              | \$ 37.80            | \$ 37.80         | \$ 50.50                | \$ 50.50         | \$ 38.00               | \$ 38.00         |
| 134                                                           | 0677 6012          | 1.00     | EA   | ELIM EXT PAV MRK & MRKS (WORD)               | \$ 43.20            | \$ 43.20         | \$ 57.50                | \$ 57.50         | \$ 44.00               | \$ 44.00         |
| <b>SUBTOTAL - SIGNING &amp; PAVEMENT MARKINGS TXDOT ITEMS</b> |                    |          |      |                                              | <b>\$</b>           | <b>55,836.89</b> | <b>\$</b>               | <b>70,027.76</b> | <b>\$</b>              | <b>51,922.02</b> |
| <b>TCP</b>                                                    |                    |          |      |                                              |                     |                  |                         |                  |                        |                  |
| 135                                                           | 0292 6003          | 1,046.00 | TON  | ASPHALT STAB BASE (GR 2) (PG 70)             | \$ 120.00           | \$ 125,520.00    | \$ 110.00               | \$ 115,060.00    | \$ 93.00               | \$ 97,278.00     |
| 136                                                           | 0340 6122          | 349.00   | TON  | D - GR HMA (SQ) TY - D PG70 - 22             | \$ 130.00           | \$ 45,370.00     | \$ 120.00               | \$ 41,880.00     | \$ 137.00              | \$ 47,813.00     |
| 137                                                           | 0423 6003          | 1,675.00 | SF   | RETAINING WALL (TEMP WALL)                   | \$ 50.00            | \$ 83,750.00     | \$ 23.00                | \$ 38,525.00     | \$ 36.91               | \$ 61,824.25     |
| 138                                                           | 0502 6001          | 8.00     | MO   | BARRICADES, SIGNS AND TRAFFIC HANDLING       | \$ 3,800.00         | \$ 30,400.00     | \$ 6,800.00             | \$ 54,400.00     | \$ 6,600.00            | \$ 52,800.00     |
| 139                                                           | 0512 6009          | 2,460.00 | LF   | PORT CTB (FUR & INST) (LOW PROF) (TY 1)      | \$ 55.00            | \$ 135,300.00    | \$ 58.50                | \$ 143,910.00    | \$ 64.28               | \$ 158,128.80    |
| 140                                                           | 0512 6010          | 80.00    | LF   | PORT CTB (FUR & INST) (LOW PROF) (TY 2)      | \$ 55.00            | \$ 4,400.00      | \$ 58.50                | \$ 4,680.00      | \$ 64.36               | \$ 5,148.80      |
| 141                                                           | 0512 6025          | 150.00   | LF   | PORT CTB (MOVE) (SGL SLP) (TY 1)             | \$ 10.00            | \$ 1,500.00      | \$ 7.25                 | \$ 1,087.50      | \$ 11.00               | \$ 1,650.00      |
| 142                                                           | 0512 6033          | 1,780.00 | LF   | PORT CTB (MOVE) (LOW PROF) (TY 1)            | \$ 8.00             | \$ 14,240.00     | \$ 7.25                 | \$ 12,905.00     | \$ 8.41                | \$ 14,969.80     |
| 143                                                           | 0512 6034          | 40.00    | LF   | PORT CTB (MOVE) (LOW PROF) (TY 2)            | \$ 8.00             | \$ 320.00        | \$ 7.25                 | \$ 290.00        | \$ 8.41                | \$ 336.40        |
| 144                                                           | 0512 6049          | 180.00   | LF   | PORT CTB (REMOVE) (SGL SLP) (TY 1)           | \$ 15.00            | \$ 2,700.00      | \$ 11.50                | \$ 2,070.00      | \$ 16.00               | \$ 2,880.00      |
| 145                                                           | 0512 6057          | 2,460.00 | LF   | PORT CTB (REMOVE) (LOW PROF) (TY 1)          | \$ 8.00             | \$ 19,680.00     | \$ 11.00                | \$ 27,060.00     | \$ 12.00               | \$ 29,520.00     |

**RFP 22-018 DEACON RAILROAD CROSSING & CAIN ROAD CLOSING**  
**Bid Opening December 1, 2021 at 2:00 P.M. CST**

| ITEM NO.                          | TXDOT BID ITEM NO. | QUANTITY  | UNIT | ITEM DESCRIPTION                              | BRAZOS PAVING, INC. |                   | LARRY YOUNG PAVING INC. |                   | KNIFE RIVER CORP-SOUTH |                   |
|-----------------------------------|--------------------|-----------|------|-----------------------------------------------|---------------------|-------------------|-------------------------|-------------------|------------------------|-------------------|
|                                   |                    |           |      |                                               | UNIT PRICE          | TOTAL             | UNIT PRICE              | TOTAL             | UNIT PRICE             | TOTAL             |
| 146                               | 0512 6058          | 80.00     | LF   | PORT CTB (REMOVE) (LOW PROF) (TY 2)           | \$ 8.00             | \$ 640.00         | \$ 12.00                | \$ 960.00         | \$ 12.00               | \$ 960.00         |
| 147                               | 0545 6003          | 1.00      | EA   | CRASH CUSH ATTEN (MOVE & RESET)               | \$ 2,000.00         | \$ 2,000.00       | \$ 250.00               | \$ 250.00         | \$ 1,850.00            | \$ 1,850.00       |
| 148                               | 0545 6005          | 2.00      | EA   | CRASH CUSH ATTEN (REMOVE)                     | \$ 525.00           | \$ 1,050.00       | \$ 250.00               | \$ 500.00         | \$ 900.00              | \$ 1,800.00       |
| 149                               | 0662 6060          | 5,353.00  | LF   | WK ZN PAV MRK REMOV (W) 4" (BRK)              | \$ 1.50             | \$ 8,029.50       | \$ 2.00                 | \$ 10,706.00      | \$ 1.52                | \$ 8,136.56       |
| 150                               | 0662 6063          | 8,338.00  | LF   | WK ZN PAV MRK REMOV (W) 4" (SLD)              | \$ 0.89             | \$ 7,420.82       | \$ 1.25                 | \$ 10,422.50      | \$ 0.89                | \$ 7,420.82       |
| 151                               | 0662 6071          | 1,864.00  | LF   | WK ZN PAV MRK REMOV (W) 8" (SLD)              | \$ 1.77             | \$ 3,299.28       | \$ 2.25                 | \$ 4,194.00       | \$ 1.78                | \$ 3,317.92       |
| 152                               | 0662 6080          | 8.00      | EA   | WK ZN PAV MRK REMOV (W) (ARROW)               | \$ 183.60           | \$ 1,468.80       | \$ 250.00               | \$ 2,000.00       | \$ 185.00              | \$ 1,480.00       |
| 153                               | 0662 6090          | 8.00      | EA   | WK ZN PAV MRK REMOV (W) (WORD)                | \$ 248.40           | \$ 1,987.20       | \$ 330.00               | \$ 2,640.00       | \$ 250.00              | \$ 2,000.00       |
| 154                               | 0662 6095          | 21,794.00 | LF   | WK ZN PAV MRK REMOV (Y) 4" (SLD)              | \$ 0.89             | \$ 19,396.66      | \$ 1.25                 | \$ 27,242.50      | \$ 0.89                | \$ 19,396.66      |
| 155                               | 0677 6001          | 2,954.00  | LF   | ELIM EXT PAV MRK & MRKS (4")                  | \$ 0.36             | \$ 1,063.44       | \$ 0.50                 | \$ 1,477.00       | \$ 0.38                | \$ 1,122.52       |
| 156                               | 0677 6003          | 1,309.00  | LF   | ELIM EXT PAV MRK & MRKS (8")                  | \$ 0.76             | \$ 994.84         | \$ 1.00                 | \$ 1,309.00       | \$ 0.76                | \$ 994.84         |
| 157                               | 0677 6008          | 6.00      | EA   | ELIM EXT PAV MRK & MRKS (ARROW)               | \$ 37.80            | \$ 226.80         | \$ 50.50                | \$ 303.00         | \$ 38.00               | \$ 228.00         |
| 158                               | 0677 6012          | 6.00      | EA   | ELIM EXT PAV MRK & MRKS (WORD)                | \$ 43.20            | \$ 259.20         | \$ 57.50                | \$ 345.00         | \$ 44.00               | \$ 264.00         |
| 159                               | 6001 6002          | 4.00      | EA   | PORTABLE CHANGEABLE MESSAGE SIGN              | \$ 15,120.00        | \$ 60,480.00      | \$ 6,800.00             | \$ 27,200.00      | \$ 2,700.00            | \$ 10,800.00      |
| 160                               | 7114 6001          | 401.00    | LF   | WATER FILLED BARRIER (350) (TL - 3)           | \$ 94.00            | \$ 37,694.00      | \$ 120.00               | \$ 48,120.00      | \$ 110.55              | \$ 44,330.55      |
| 161                               | XXXX XXXX          | 1,813.00  | LF   | REMOVE DURACURB                               | \$ 5.25             | \$ 9,518.25       | \$ 6.25                 | \$ 11,331.25      | \$ 3.15                | \$ 5,710.95       |
| <b>SUBTOTAL - TCP TXDOT ITEMS</b> |                    |           |      |                                               | <b>\$</b>           | <b>618,708.79</b> | <b>\$</b>               | <b>590,867.75</b> | <b>\$</b>              | <b>582,161.87</b> |
| <b>TRAFFIC SIGNAL</b>             |                    |           |      |                                               |                     |                   |                         |                   |                        |                   |
| 162                               | 0416 6030          | 30.00     | LF   | DRILL SHAFT (TRF SIG POLE) (24 IN)            | \$ 210.00           | \$ 6,300.00       | \$ 300.00               | \$ 9,000.00       | \$ 250.00              | \$ 7,500.00       |
| 163                               | 0416 6032          | 13.00     | LF   | DRILL SHAFT (TRF SIG POLE) (36 IN)            | \$ 341.00           | \$ 4,433.00       | \$ 340.00               | \$ 4,420.00       | \$ 287.00              | \$ 3,731.00       |
| 164                               | 0416 6034          | 66.00     | LF   | DRILL SHAFT (TRF SIG POLE) (48 IN)            | \$ 472.50           | \$ 31,185.00      | \$ 440.00               | \$ 29,040.00      | \$ 370.00              | \$ 24,420.00      |
| 165                               | 0618 6023          | 225.00    | LF   | CONDT (PVC) (SCH 40) (2")                     | \$ 12.60            | \$ 2,835.00       | \$ 18.50                | \$ 4,162.50       | \$ 15.43               | \$ 3,471.75       |
| 166                               | 0618 6024          | 155.00    | LF   | CONDT (PVC) (SCH 40) (2") (BORE)              | \$ 21.00            | \$ 3,255.00       | \$ 21.50                | \$ 3,332.50       | \$ 18.10               | \$ 2,805.50       |
| 167                               | 0618 6029          | 95.00     | LF   | CONDT (PVC) (SCH 40) (3")                     | \$ 16.80            | \$ 1,596.00       | \$ 27.00                | \$ 2,565.00       | \$ 22.81               | \$ 2,166.95       |
| 168                               | 0618 6030          | 590.00    | LF   | CONDT (PVC) (SCH 40) (3") (BORE)              | \$ 31.50            | \$ 18,585.00      | \$ 30.00                | \$ 17,700.00      | \$ 25.20               | \$ 14,868.00      |
| 169                               | 0618 6033          | 95.00     | LF   | CONDT (PVC) (SCH 40) (4")                     | \$ 18.90            | \$ 1,795.50       | \$ 33.50                | \$ 3,182.50       | \$ 28.25               | \$ 2,683.75       |
| 170                               | 0618 6034          | 440.00    | LF   | CONDT (PVC) (SCH 40) (4") (BORE)              | \$ 36.75            | \$ 16,170.00      | \$ 36.50                | \$ 16,060.00      | \$ 30.96               | \$ 13,622.40      |
| 171                               | 0620 6009          | 1,545.00  | LF   | ELEC CONDR (NO.6) BARE                        | \$ 2.10             | \$ 3,244.50       | \$ 2.25                 | \$ 3,476.25       | \$ 1.83                | \$ 2,827.35       |
| 172                               | 0621 6003          | 920.00    | LF   | TRAY CABLE (3 CONDR) (10 AWG)                 | \$ 1.58             | \$ 1,453.60       | \$ 2.75                 | \$ 2,530.00       | \$ 2.36                | \$ 2,171.20       |
| 173                               | 0622 6006          | 560.00    | LF   | DCT CBL (3 NO.4) (2 INSULATED 1 BARE)         | \$ 5.80             | \$ 3,248.00       | \$ 3.75                 | \$ 2,100.00       | \$ 3.26                | \$ 1,825.60       |
| 174                               | 0624 ----          | 1.00      | LF   | GROUND BOX TY 1 (243636) W / APRON            | \$ 3,360.00         | \$ 3,360.00       | \$ 4,400.00             | \$ 4,400.00       | \$ 3,726.00            | \$ 3,726.00       |
| 175                               | 0624 6010          | 3.00      | EA   | GROUND BOX TY D (162922) W / APRON            | \$ 1,312.00         | \$ 3,936.00       | \$ 1,300.00             | \$ 3,900.00       | \$ 1,065.00            | \$ 3,195.00       |
| 176                               | 0628 6144          | 1.00      | EA   | ELC SRV TY D 120 / 240 060 (NS) SS (E) PS (U) | \$ 5,775.00         | \$ 5,775.00       | \$ 6,300.00             | \$ 6,300.00       | \$ 5,274.00            | \$ 5,274.00       |
| 177                               | 0680 6002          | 1.00      | EA   | INSTALL HWY TRF SIG (ISOLATED)                | \$ 31,500.00        | \$ 31,500.00      | \$ 53,000.00            | \$ 53,000.00      | \$ 44,927.00           | \$ 44,927.00      |
| 178                               | 0682 6001          | 11.00     | EA   | VEH SIG SEC (12") LED (GRN)                   | \$ 315.00           | \$ 3,465.00       | \$ 310.00               | \$ 3,410.00       | \$ 261.00              | \$ 2,871.00       |
| 179                               | 0682 6002          | 5.00      | EA   | VEH SIG SEC (12") LED (GRN ARW)               | \$ 315.00           | \$ 1,575.00       | \$ 310.00               | \$ 1,550.00       | \$ 261.00              | \$ 1,305.00       |
| 180                               | 0682 6003          | 11.00     | EA   | VEH SIG SEC (12") LED (YEL)                   | \$ 315.00           | \$ 3,465.00       | \$ 310.00               | \$ 3,410.00       | \$ 261.00              | \$ 2,871.00       |
| 181                               | 0682 6004          | 7.00      | EA   | VEH SIG SEC (12") LED (YEL ARW)               | \$ 315.00           | \$ 2,205.00       | \$ 310.00               | \$ 2,170.00       | \$ 261.00              | \$ 1,827.00       |
| 182                               | 0682 6005          | 11.00     | EA   | VEH SIG SEC (12") LED (RED)                   | \$ 315.00           | \$ 3,465.00       | \$ 310.00               | \$ 3,410.00       | \$ 261.00              | \$ 2,871.00       |
| 183                               | 0682 6006          | 5.00      | EA   | VEH SIG SEC (12") LED (RED ARW)               | \$ 315.00           | \$ 1,575.00       | \$ 310.00               | \$ 1,550.00       | \$ 261.00              | \$ 1,305.00       |
| 184                               | 0682 6018          | 6.00      | EA   | PED SIG SEC (LED) (COUNTDOWN)                 | \$ 787.50           | \$ 4,725.00       | \$ 630.00               | \$ 3,780.00       | \$ 532.00              | \$ 3,192.00       |
| 185                               | 0682 6035          | 14.00     | EA   | BACK PLATE (12") (3 SEC) (VENTED) ALUM        | \$ 157.50           | \$ 2,205.00       | \$ 110.00               | \$ 1,540.00       | \$ 90.00               | \$ 1,260.00       |
| 186                               | 0682 6036          | 2.00      | EA   | BACK PLATE (12") (4 SEC) (VENTED) ALUM        | \$ 189.00           | \$ 378.00         | \$ 130.00               | \$ 260.00         | \$ 111.00              | \$ 222.00         |
| 187                               | 0684 6031          | 1,275.00  | LF   | TRF SIG CBL (TY A) (14 AWG) (5 CONDR)         | \$ 2.62             | \$ 3,340.50       | \$ 1.75                 | \$ 2,231.25       | \$ 1.50                | \$ 1,912.50       |
| 188                               | 0684 6033          | 2,515.00  | LF   | TRF SIG CBL (TY A) (14 AWG) (7 CONDR)         | \$ 3.68             | \$ 9,255.20       | \$ 2.25                 | \$ 5,658.75       | \$ 2.00                | \$ 5,030.00       |
| 189                               | 0684 6049          | 960.00    | LF   | TRF SIG CBL (TY A) (16 AWG) (3 CONDR)         | \$ 1.58             | \$ 1,516.80       | \$ 3.25                 | \$ 3,120.00       | \$ 2.84                | \$ 2,726.40       |
| 190                               | 0686 6039          | 1.00      | EA   | INS TRF SIG PL AM (S) 1 ARM (36") LUM         | \$ 18,900.00        | \$ 18,900.00      | \$ 22,000.00            | \$ 22,000.00      | \$ 18,909.00           | \$ 18,909.00      |
| 191                               | 0686 6059          | 1.00      | EA   | INS TRF SIG PL AM (S) 1 ARM (55") LUM         | \$ 46,200.00        | \$ 46,200.00      | \$ 45,000.00            | \$ 45,000.00      | \$ 38,224.00           | \$ 38,224.00      |
| 192                               | 0686 6063          | 1.00      | EA   | INS TRF SIG PL AM (S) 1 ARM (60") LUM         | \$ 46,725.00        | \$ 46,725.00      | \$ 48,000.00            | \$ 48,000.00      | \$ 40,351.00           | \$ 40,351.00      |
| 193                               | 0686 6067          | 1.00      | EA   | INS TRF SIG PL AM (S) 1 ARM (65") LUM         | \$ 47,775.00        | \$ 47,775.00      | \$ 50,000.00            | \$ 50,000.00      | \$ 41,807.00           | \$ 41,807.00      |
| 194                               | 0687 6001          | 5.00      | EA   | PED POLE ASSEMBLY                             | \$ 2,310.00         | \$ 11,550.00      | \$ 1,800.00             | \$ 9,000.00       | \$ 1,479.00            | \$ 7,395.00       |
| 195                               | 0687 6002          | 5.00      | EA   | PEDESTRIAN PUSH BUTTON POLE                   | \$ 2,100.00         | \$ 10,500.00      | \$ 1,700.00             | \$ 8,500.00       | \$ 1,425.00            | \$ 7,125.00       |
| 196                               | 0688 6002          | 6.00      | EA   | PED DETECT PUSH BUTTON (STANDARD)             | \$ 262.50           | \$ 1,575.00       | \$ 1,600.00             | \$ 9,600.00       | \$ 1,358.00            | \$ 8,148.00       |
| 197                               | 6025 6001          | 4.00      | EA   | RADAR PRESENCE DETECTOR                       | \$ 7,875.00         | \$ 31,500.00      | \$ 9,100.00             | \$ 36,400.00      | \$ 7,713.00            | \$ 30,852.00      |

**RFP 22-018 DEACON RAILROAD CROSSING & CAIN ROAD CLOSING**  
**Bid Opening December 1, 2021 at 2:00 P.M. CST**

|                                                         |                    |          |      |                                                                         | BRAZOS PAVING, INC. |                     | LARRY YOUNG PAVING INC. |                     | KNIFE RIVER CORP-SOUTH |                     |
|---------------------------------------------------------|--------------------|----------|------|-------------------------------------------------------------------------|---------------------|---------------------|-------------------------|---------------------|------------------------|---------------------|
| ITEM NO.                                                | TXDOT BID ITEM NO. | QUANTITY | UNIT | ITEM DESCRIPTION                                                        | UNIT PRICE          | TOTAL               | UNIT PRICE              | TOTAL               | UNIT PRICE             | TOTAL               |
| 198                                                     | 6025 6002          | 990.00   | LF   | RADAR PRESENCE DETECTOR COMM CABLE                                      | \$ 3.15             | \$ 3,118.50         | \$ 2.50                 | \$ 2,475.00         | \$ 2.17                | \$ 2,148.30         |
| 199                                                     | 6057 6001          | 2.00     | EA   | RADAR ADVANCED DETECTION DEVICE                                         | \$ 8,400.00         | \$ 16,800.00        | \$ 9,700.00             | \$ 19,400.00        | \$ 8,148.00            | \$ 16,296.00        |
| 200                                                     | 6057 ----          | 550.00   | LF   | RADAR ADVANCE DETECTOR COMM CABLE                                       | \$ 3.15             | \$ 1,732.50         | \$ 2.50                 | \$ 1,375.00         | \$ 2.17                | \$ 1,193.50         |
| 201                                                     | 6090 6002          | 4.00     | EA   | ILSN(LED)(8D)                                                           | \$ 4,200.00         | \$ 16,800.00        | \$ 4,500.00             | \$ 18,000.00        | \$ 3,802.00            | \$ 15,208.00        |
| 202                                                     |                    | 1.00     | LS   | OPTICOM SYSTEM AND CABLE                                                | \$ 13,650.00        | \$ 13,650.00        | \$ 12,000.00            | \$ 12,000.00        | \$ 10,042.00           | \$ 10,042.00        |
| 203                                                     |                    | 1.00     | LS   | PTZ CAMERA AND RG-59 SIAMESE CABLE                                      | \$ 7,875.00         | \$ 7,875.00         | \$ 7,700.00             | \$ 7,700.00         | \$ 6,497.00            | \$ 6,497.00         |
| <b>SUBTOTAL - TRAFFIC SIGNAL TXDOT ITEMS</b>            |                    |          |      |                                                                         | <b>\$</b>           | <b>450,543.10</b>   | <b>\$</b>               | <b>486,708.75</b>   | <b>\$</b>              | <b>410,804.20</b>   |
| <b>WATER LINE IMPROVEMENTS</b>                          |                    |          |      |                                                                         |                     |                     |                         |                     |                        |                     |
| W1                                                      |                    | 53.00    | LF   | 6" WATER LINE, STRUCTURAL: AWWA C-900 DR 14 PVC W/ BANK SAND EMBEDMENT, | \$ 75.00            | \$ 3,975.00         | \$ 120.00               | \$ 6,360.00         | \$ 54.32               | \$ 2,878.96         |
| W2                                                      |                    | 2.00     | EA   | WET CONNECTION                                                          | \$ 3,850.00         | \$ 7,700.00         | \$ 3,300.00             | \$ 6,600.00         | \$ 2,173.00            | \$ 4,346.00         |
| W3                                                      |                    | 4.00     | EA   | 6" DI MJ BEND                                                           | \$ 650.00           | \$ 2,600.00         | \$ 780.00               | \$ 3,120.00         | \$ 435.00              | \$ 1,740.00         |
| W4                                                      |                    | 1.00     | EA   | 6" DI MJ TEE                                                            | \$ 950.00           | \$ 950.00           | \$ 950.00               | \$ 950.00           | \$ 598.00              | \$ 598.00           |
| W5                                                      |                    | 1.00     | EA   | FIRE HYDRANT ASSEMBLY                                                   | \$ 4,860.00         | \$ 4,860.00         | \$ 5,500.00             | \$ 5,500.00         | \$ 4,888.00            | \$ 4,888.00         |
| W6                                                      |                    | 1.00     | EA   | 1.5" WATER SERVICE RECONNECTION                                         | \$ 3,450.00         | \$ 3,450.00         | \$ 4,000.00             | \$ 4,000.00         | \$ 1,630.00            | \$ 1,630.00         |
| W7                                                      |                    | 1.00     | EA   | ADJUST EXIST VALVE BOX TO GRADE                                         | \$ 250.00           | \$ 250.00           | \$ 980.00               | \$ 980.00           | \$ 550.00              | \$ 550.00           |
| W8                                                      |                    | 53.00    | LF   | TRENCH SAFETY FOR ALL WATER LINE                                        | \$ 1.50             | \$ 79.50            | \$ 1.00                 | \$ 53.00            | \$ 81.00               | \$ 4,293.00         |
| <b>SUBTOTAL - WATER LINE IMPROVEMENT ITEMS</b>          |                    |          |      |                                                                         | <b>\$</b>           | <b>23,864.50</b>    | <b>\$</b>               | <b>27,563.00</b>    | <b>\$</b>              | <b>20,923.96</b>    |
| <b>FIBER OPTICS</b>                                     |                    |          |      |                                                                         |                     |                     |                         |                     |                        |                     |
| F1                                                      |                    | 3,071.00 | LF   | 4" FIBER OPTIC CONDUIT W/ 4-1" INNERDUCTS                               | \$ 35.70            | \$ 109,634.70       | \$ 26.00                | \$ 79,846.00        | \$ 22.71               | \$ 69,742.41        |
| F2                                                      |                    | 20.00    | LF   | 8"x1/2" STEEL CASING W/ 4" FIBER OPTIC COND                             | \$ 330.75           | \$ 6,615.00         | \$ 120.00               | \$ 2,400.00         | \$ 97.78               | \$ 1,955.60         |
| F3                                                      |                    | 225.00   | LF   | 8"x1/2" STEEL CASING W/ 4" FIBER OPTIC COND                             | \$ 170.00           | \$ 38,250.00        | \$ 320.00               | \$ 72,000.00        | \$ 269.00              | \$ 60,525.00        |
| F4                                                      |                    | 730.00   | LF   | 4" FIBER OPTIC CONDUIT W/ 4-1" INNERDUCTS                               | \$ 52.50            | \$ 38,325.00        | \$ 37.50                | \$ 27,375.00        | \$ 31.51               | \$ 23,002.30        |
| F5                                                      |                    | 10.00    | EA   | FIBER PULL BOX INCLUDING SNAKEPIT AND FR                                | \$ 3,570.00         | \$ 35,700.00        | \$ 4,200.00             | \$ 42,000.00        | \$ 3,536.00            | \$ 35,360.00        |
| F6                                                      |                    | 4,046.00 | LF   | PULL CITY SUPPLIED FIBER OPTIC CABLE THRU                               | \$ 3.15             | \$ 12,744.90        | \$ 1.25                 | \$ 5,057.50         | \$ 0.98                | \$ 3,965.08         |
| <b>SUBTOTAL - FIBER OPTICS ITEMS</b>                    |                    |          |      |                                                                         | <b>\$</b>           | <b>241,269.60</b>   | <b>\$</b>               | <b>228,678.50</b>   | <b>\$</b>              | <b>194,550.39</b>   |
| <b>TOTAL BID</b>                                        |                    |          |      |                                                                         | <b>\$</b>           | <b>5,377,237.67</b> | <b>\$</b>               | <b>5,395,395.76</b> | <b>\$</b>              | <b>5,203,379.80</b> |
| <b>ALTERNATE BID 1</b>                                  |                    |          |      |                                                                         |                     |                     |                         |                     |                        |                     |
| A1                                                      | 0450 6023          | 1553.00  | SF   | MSE PANEL LINER PLAIN A                                                 | \$ 12.50            | \$ 19,412.50        | \$ 32.00                | \$ 49,696.00        | \$ 46.70               | \$ 72,525.10        |
| A2                                                      | 0423 6001          | 253.00   | LF   | AESTHETIC TREATMENTS FOR SSTR (MOD) RA                                  | \$ 50.00            | \$ 12,650.00        | \$ 100.00               | \$ 25,300.00        | \$ 66.50               | \$ 16,824.50        |
| <b>SUBTOTAL - ALTERNATE BID 1 ITEMS</b>                 |                    |          |      |                                                                         | <b>\$</b>           | <b>32,062.50</b>    | <b>\$</b>               | <b>74,996.00</b>    | <b>\$</b>              | <b>89,349.60</b>    |
| <b>TOTAL ALTERNATE BID 1 (BASE BID) + (ITEMS A1,A2)</b> |                    |          |      |                                                                         | <b>\$</b>           | <b>5,409,300.17</b> | <b>\$</b>               | <b>5,470,391.76</b> | <b>\$</b>              | <b>5,292,729.40</b> |
| <b>ALTERNATE BID 2</b>                                  |                    |          |      |                                                                         |                     |                     |                         |                     |                        |                     |
| A3                                                      | 0423 6001          | 1553.00  | SF   | MSE PANEL LINER PLAIN B                                                 | \$ 25.00            | \$ 38,825.00        | \$ 32.00                | \$ 49,696.00        | \$ 49.00               | \$ 76,097.00        |
| A4                                                      | 0450 6023          | 253.00   | LF   | AESTHETIC TREATMENTS FOR SSTR (MOD) RA                                  | \$ 50.00            | \$ 12,650.00        | \$ 100.00               | \$ 25,300.00        | \$ 84.00               | \$ 21,252.00        |
| <b>SUBTOTAL - ALTERNATE BID 2 ITEMS</b>                 |                    |          |      |                                                                         | <b>\$</b>           | <b>51,475.00</b>    | <b>\$</b>               | <b>74,996.00</b>    | <b>\$</b>              | <b>97,349.00</b>    |
| <b>TOTAL ALTERNATE BID 2 (BASE BID) + (ITEMS A3,A4)</b> |                    |          |      |                                                                         | <b>\$</b>           | <b>5,428,712.67</b> | <b>\$</b>               | <b>5,470,391.76</b> | <b>\$</b>              | <b>5,300,728.80</b> |
| <b>Addendum (1)</b>                                     |                    |          |      |                                                                         | <b>Y</b>            |                     | <b>Y</b>                |                     | <b>Y</b>               |                     |
| <b>Bonds</b>                                            |                    |          |      |                                                                         | <b>Y</b>            |                     | <b>Y</b>                |                     | <b>Y</b>               |                     |

Calculation Errors - Highlighted amount is correct.

**February 10, 2022**

**Item No. 7.9.**

**Switch Substation - Contract 22300232 for Purchase and Installation of One Electrical Substation Transformer**

**Sponsor:** Timothy Crabb, Director of Electric

**Reviewed By CBC:** N/A

**Agenda Caption:** Presentation, discussion, and possible action regarding approval of a contract as a result of the award of a bid for the purchase of one (1) electric substation power transformer for the Switch Substation Transformer replacement from Virginia Transformer Corporation for an amount not to exceed \$977,518.

**Relationship to Strategic Goals:**

Core Services and Infrastructure

**Recommendation(s):** Staff recommends award of Bid# 22-019 and approval of Contract 22300232 for the purchase of a substation power transformer.

**Summary:** Three (3) valid bids were received for Bid# 22-019 to purchase one (1) electric substation transformer for the Switch Substation addition. Staff has completed the evaluation of Bid# 22-019 and is recommending the award of this bid to the best qualified bidder with the lowest total cost of ownership, Virginia Transformer Corporation, for an amount not to exceed \$977,518. The transformer, to be purchased through Contract 22300232, requires significant delivery time from the date of bid acceptance and is planned to be installed in late 2022 as part of the Switch Substation reconfiguration and transformer change out, however, most of the payment will be due in FY22. The contract includes delivery, installation of the transformer on the foundation, filling with oil, and testing.

**Budget & Financial Summary:** Funds for this purchase are budgeted in the FY22 Electric Capital Improvement Projects Fund.

**Attachments:**

1. 22-019 Bid Tab 122121
2. Contract is available for review in the City Secretary's Office

# **BID#22-019 THREE PHASE TRANSFORMER FOR SWITCH SUBSTATION** **BID RESPONSES**

|                          |                             |                     |                             |
|--------------------------|-----------------------------|---------------------|-----------------------------|
| <b>Event Number</b>      | 22-019 Submittal Portal     | <b>Organization</b> | Brazos Valley e-Marketplace |
|                          | Transformer for Switch      |                     |                             |
| <b>Event Title</b>       | Substation- Submittal       | <b>Workgroup</b>    | City of College Station     |
| <b>Event Description</b> |                             | <b>Event Owner</b>  | Robyn Forsyth               |
| <b>Event Type</b>        | ITB                         | <b>Email</b>        | rforsyth@cstx.gov           |
| <b>Issue Date</b>        | 12/20/2021 11:10:15 AM (CT) | <b>Phone</b>        | (979) 764-3437              |
| <b>Close Date</b>        | 12/21/2021 11:00:00 AM (CT) | <b>Fax</b>          |                             |

| Responding Supplier                           | City         | State | Response Submitted          | Lines Responded | Response Total | Bid Bond | Cert |
|-----------------------------------------------|--------------|-------|-----------------------------|-----------------|----------------|----------|------|
| WEG EHV Solutions, LLC.                       | Flower Mound | TX    | 12/20/2021 01:07:33 PM (CT) | 0               | \$1,024,880.00 | √        | √    |
| Pennsylvania Transformer<br>Elgin B Robertson | Dallas       | TX    | 12/21/2021 07:43:40 AM (CT) | 0               | \$1,291,388.00 | √        | √    |
| Hitachi Energy J.H.<br>Davidson & Assoc       | Austin       | TX    | 12/20/2021 11:28:46 AM (CT) | 0               | \$1,212,300.00 | √        | X    |
| Virginia Transformer Corp                     | Roanoke      | VA    | 12/20/2021 11:34:32 AM (CT) | 0               | \$977,518.00   | √        | √    |

Contract 22300232 is available for review in the City Secretary's office.

**February 10, 2022**  
**Item No. 8.1.**  
**Impact Fee Grandfathering**

**Sponsor:** Jason Schubert, Carol Cotter

**Reviewed By CBC:** N/A

**Agenda Caption:**Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Chapter 107, "Impact Fees," Article II, "System-Wide Impact Fees," Sections 107-71 "System-Wide Impact Fees For Water Services," 107-72 "System-Wide Impact Fees For Wastewater Services," and 107-73 "System-Wide Roadway Impact Fees" of the Code of Ordinances of the City of College Station, Texas by amending certain sections relating to water, wastewater, and roadway impact fee collection rates to provide for grandfathering of projects under development.

**Relationship to Strategic Goals:**

- Core Services & Infrastructure
- Diverse and Growing Economy

**Recommendation(s):** Staff requests Council receive the presentation and provide direction regarding potential grandfathering of impact fee collection rates. The tables in the proposed ordinance have the recently updated collection rate amounts and potential implementation schedule to incorporate grandfathering. The dates can be adjusted as desired. If grandfathering is not to be implemented, no action is needed for this item.

**Summary:** On November 22, 2021, system-wide impact fees were updated in accordance with state law. New maximum assessable rates were adopted based on the completed 5-year update studies. New collection rates were also imposed and include a 10% increase to the previous collection rates for residential projects. Collection rates remained unchanged for non-residential projects. This item is to consider grandfathering projects that are currently under development to the previous collection rate.

Although there is the potential to grandfather projects such as an approved and active preliminary plan and or filed final plat, it should be noted that implementation of any grandfathering provisions will affect the amount of impact fees that can be collected and make administering impact fees more time intensive and difficult to track, especially with the inclusion of preliminary plans.

Revenue projections reflecting grandfathering of active preliminary plans and final plats are provided in the table below. A generalized map of unplatted property has been attached for reference (yellow areas are unplatted, orange areas are unplatted but have an active preliminary plan). Note that state law does not require grandfathering provisions other than a limit on increasing the maximum assessable rate, which occurs at final plat.

**Budget & Financial Summary:  
10-Year Impact Fee Revenue Projections**

| <b>Impact Fee Type</b>        | <b>Former Collection Rate</b> | <b>Adopted Collection Rate (No Grandfathering)</b> | <b>Adopted Collection Rate (Grandfathering*)</b> |
|-------------------------------|-------------------------------|----------------------------------------------------|--------------------------------------------------|
| <b>Water</b>                  | \$4.1M                        | \$4.5M                                             | \$4.2M                                           |
| <b>Wastewater</b>             | \$22.2M                       | \$24.2M                                            | \$22.8M                                          |
| <b>Roadway Service Area A</b> | \$2.0M                        | \$2.2M                                             | \$2.1M                                           |
| <b>Roadway Service Area B</b> | \$1.9M                        | \$2.1M                                             | \$1.9M                                           |
| <b>Roadway Service Area C</b> | \$2.1M                        | \$2.5M                                             | \$2.2M                                           |
| <b>Roadway Service Area D</b> | \$1.7M                        | \$1.9M                                             | \$1.8M                                           |
| <b>Roadway Total</b>          | \$7.7M                        | \$8.6M                                             | \$8.0M                                           |

\*Scenario includes platted properties and those with active preliminary plans are grandfathered to former collection rate. Assumes the grandfathering applies to 75% of single-family units and 50% of multi-family units.

**Attachments:**

1. Ordinance
2. Generalized Map of Unplatted Property

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

**AN ORDINANCE AMENDING CHAPTER 107, "IMPACT FEES," ARTICLE II, "SYSTEM-WIDE IMPACT FEES," SECTION 107-71, "SYSTEM-WIDE IMPACT FEES FOR WATER SERVICES", SECTION 107-72, "SYSTEM-WIDE IMPACT FEES FOR WASTEWATER COLLECTION AND TREATMENT SERVICES", AND SECTION 107-73, "SYSTEM-WIDE ROADWAY IMPACT FEES" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO WATER, WASTEWATER, AND ROADWAY IMPACT FEE COLLECTION RATES; 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 107, "Impact Fees," Article II, "System-Wide Impact Fees," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance will be effective March 1, 2022.

**PASSED, ADOPTED and APPROVED this 10<sup>th</sup> day of February 2022.**

**ATTEST:**

**APPROVED:**

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

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

**APPROVED:**

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

**EXHIBIT A**

That Chapter 107, “Impact Fees,” Article II, “System-Wide Impact Fees,” Section 107-71, “System-Wide Impact Fees for Water Services,” Section 107-72, “System-Wide Impact Fees for Wastewater Services,” and Section 107-73, “System-Wide Roadway Impact Fees” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to replace Exhibit I, “Collection Rate Imposed Per Service Unit for System-Wide Water Services”, Exhibit N, “Collection Rate Imposed Per Service Unit for System-Wide Wastewater Collection and Treatment Services, and Exhibit S, “Collection Rate Per Service Unit for Roadway Impact Fees” as follows:

Exhibit I: Collection Rate Imposed Per Service Unit for System-Wide Water Services

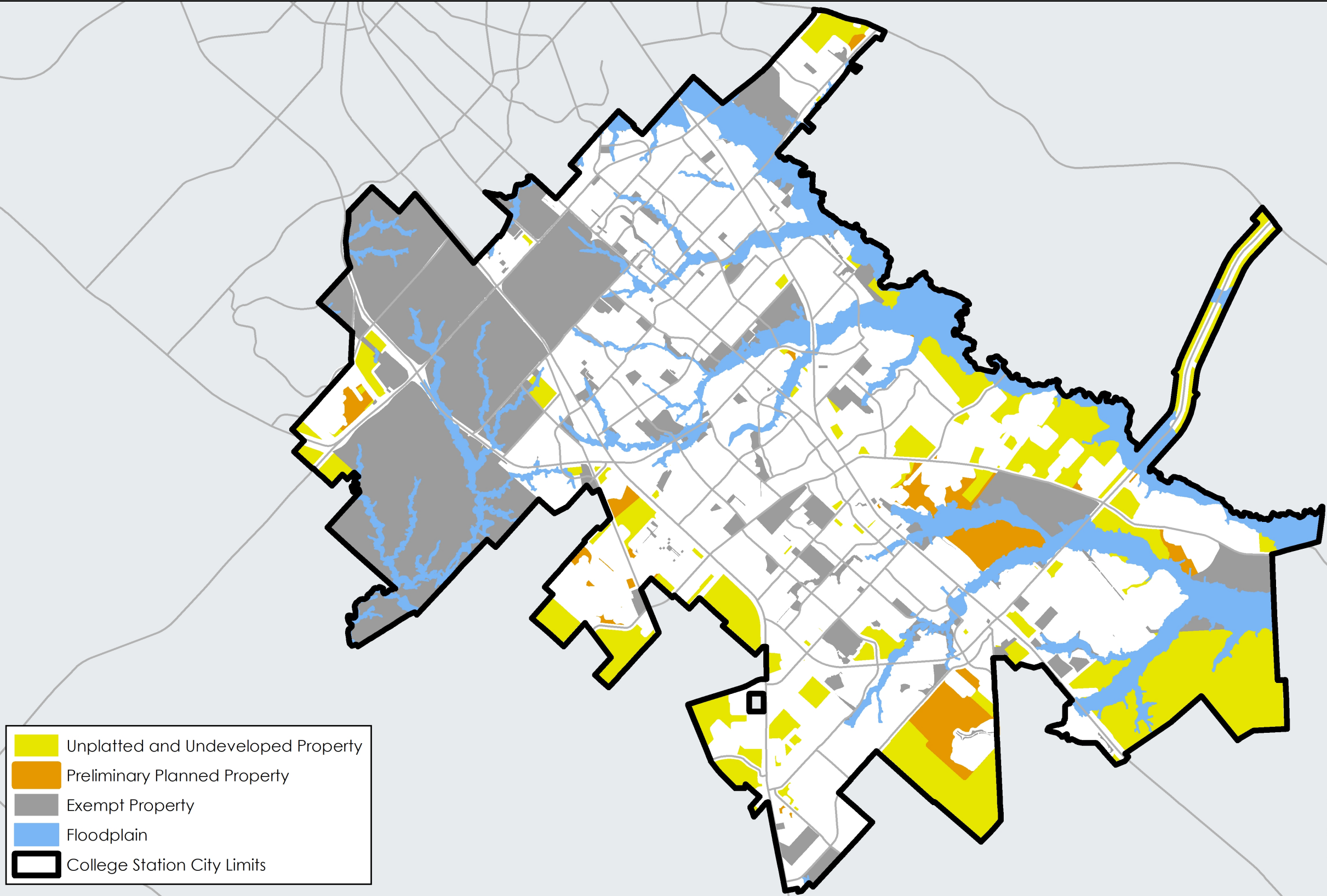
| Water Meter Size | Preliminary Plan Approved and Active or Final Plat Recorded Prior to 03/01/2022 | Preliminary Plan Approved and Active or Final Plat Recorded On or After 03/01/2022 |                 |
|------------------|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-----------------|
|                  | Residential and Non-Residential                                                 | Residential                                                                        | Non-Residential |
| 5/8" x 3/4"      | \$500                                                                           | \$550                                                                              | \$500           |
| 1"               | \$850                                                                           | \$935                                                                              | \$850           |
| 1-1/2"           | \$5,350                                                                         | \$5,885                                                                            | \$5,350         |
| 2"               | \$5,350                                                                         | \$5,885                                                                            | \$5,350         |
| 3"               | \$13,350                                                                        | \$14,685                                                                           | \$13,350        |
| 4"               | \$26,650                                                                        | \$29,315                                                                           | \$26,650        |
| 6"               | \$53,350                                                                        | \$58,685                                                                           | \$53,350        |
| 8"               | \$90,000                                                                        | \$99,000                                                                           | \$90,000        |
| 10"              | \$133,350                                                                       | \$146,685                                                                          | \$133,350       |

Exhibit N: Collection Rate Imposed Per Service Unit for System-Wide Wastewater Collection and Treatment Services

| Water Meter Size | Preliminary Plan Approved and Active or Final Plat Recorded Prior to 03/01/2022 | Preliminary Plan Approved and Active or Final Plat Recorded On or After 03/01/2022 |                 |
|------------------|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-----------------|
|                  | Residential and Non-Residential                                                 | Residential                                                                        | Non-Residential |
| 5/8" x 3/4"      | \$3,000                                                                         | \$3,300                                                                            | \$3,000         |
| 1"               | \$5,100                                                                         | \$5,610                                                                            | \$5,100         |
| 1-1/2"           | \$16,050                                                                        | \$17,655                                                                           | \$16,050        |
| 2"               | \$16,050                                                                        | \$17,655                                                                           | \$16,050        |
| 3"               | \$40,050                                                                        | \$44,055                                                                           | \$40,050        |
| 4"               | \$79,950                                                                        | \$87,945                                                                           | \$79,950        |
| 6"               | \$160,050                                                                       | \$176,055                                                                          | \$160,050       |
| 8"               | \$270,000                                                                       | \$297,000                                                                          | \$270,000       |
| 10"              | \$400,050                                                                       | \$440,055                                                                          | \$400,050       |

Exhibit S: Collection Rate Per Service Unit for Roadway Impact Fees

| Service Areas | Preliminary Plan Approved and Active or Final Plat Recorded |                 |                        |                 |
|---------------|-------------------------------------------------------------|-----------------|------------------------|-----------------|
|               | Prior to 03/01/2022                                         |                 | On or After 03/01/2022 |                 |
|               | Land Use Type                                               |                 | Land Use Type          |                 |
|               | Residential                                                 | Non-Residential | Residential            | Non-Residential |
| A             | \$375                                                       | \$80            | \$438.83               | \$80            |
| B             | \$375                                                       | \$80            | \$438.83               | \$80            |
| C             | \$375                                                       | \$80            | \$438.83               | \$80            |
| D             | \$375                                                       | \$80            | \$438.83               | \$80            |



- Unplatted and Undeveloped Property
- Preliminary Planned Property
- Exempt Property
- Floodplain
- College Station City Limits



**February 10, 2022**  
**Item No. 8.2.**  
**Appeal of Applicability of Impact Fees**

**Sponsor:** Michael Ostrowski, Director of Planning and Development

**Reviewed By CBC:** N/A

**Agenda Caption:** Presentation, discussion, and possible action regarding an appeal by James Murr to the applicability of impact fees for the Midtown City Center development.

**Relationship to Strategic Goals:**  
N/A

**Recommendation(s):**

**Summary:** Pursuant to Section 107-94 of the City of College Station Code of Ordinances, an appeal can be made as to the applicability of impact fees for a development to the Director of Planning and Development Services. On December 21, 2021 Mr. James Murr submitted an appeal regarding the applicability of impact fees for the Midtown City Center development (see attached appeal).

After reviewing the request, on January 5, 2022, it was determined that impact fees would apply to this development, as vesting privileges would not apply to impact fees as Section 245.004(6) of the Texas Local Government Code exempts fees that are imposed in conjunction with development permits (see attached appeal response).

Pursuant to Section 107-94(d) of the City of College Station Code of Ordinances, Mr. Murr is appealing the decision of the Director of Planning and Development Services to the City Council (see attached appeal).

The item before you relates to the appeal and subsequent denial as to the applicability of impact fees per the City of College Station Code of Ordinances and Texas Local Government Code, not what was or wasn't part of the Economic Development Agreement (EDA) for this project. The EDA for this project did not provide for a waiver of such fees, and would be handled separately outside of this request.

**Budget & Financial Summary:** N/A

**Attachments:**

1. Response to Appeal of Applicability of Impact Fees - 20220105
2. Appeal and Supporting Information - 20220113
3. Section 107-94 Impact Fee Administrative Appeals



Mr. James Murr  
4121 SH 6 S.  
Suite 200  
College Station, TX 77845

January 5, 2022

Dear Mr. Murr:

This letter is in response to your letter dated December 21, 2021 regarding an appeal to the applicability of impact fees to the development of Midtown City Center.

Upon reviewing your request, I have determined that the application of impact fees would apply to the development of Midtown City Center. While Texas Local Government Code (TLGC) Ch. 245 does provide vesting privileges for certain projects, Section 245.004(6) exempts fees that are imposed in conjunction with development permits. As it relates to the Economic Development Agreement (EDA) for the Midtown City Center development, the EDA does not provide for a waiver of such fees. Therefore, in my determination, such fees would apply to the development of Midtown City Center.

Per Section 107-94(d) of the City of College Station Code of Ordinances, you do have the right to appeal this decision to the City Council.

*Section 107-94(d): The appellant may appeal the decision of the Director of Planning and Development Services to the Council. A notice of appeal to the Council must be filed by the applicant with the City Secretary within 30 days following the Director's decision. If the notice of appeal is accompanied by a bond or other sufficient surety satisfactory to the City Attorney in an amount equal to the Director's determination of the impact fee due, the development application, utility application, subdivision plat, building permit or other required City permit or authorization for development may be processed and issued while the appeal is pending.*

If you should have any further questions, please do not hesitate to contact me.

Sincerely,

Michael Ostrowski  
Director of Planning and Development Services  
City of College Station

cc: Bryan Woods (via [bwoods@sctx.gov](mailto:bwoods@sctx.gov)) and Natalie Ruiz (via [nruiz@cstx.gov](mailto:nruiz@cstx.gov))



www.MidtownCSTX.com

james@impactcos.com

(979) 985-5610

4121 SH 6 S., Ste 200, College Station, TX



December 21, 2021

Michael Ostrowski                      By Hand Delivery and Email: [mostrowski@cstx.gov](mailto:mostrowski@cstx.gov)  
Director of Planning and Development Services  
City of College Station, Texas  
P.O. Box 9960 | 1101 Texas Ave.  
College Station, TX 77842

**RE:     Appeal of Applicability of Impact Fees to the development of Midtown City Center by College Station Town Center, Inc.**

Mr. Ostrowski:

To follow up on my correspondence with various other officials—both before and after the November 22, 2021, City Council Meeting, I am submitting this formal appeal to you, as Director of Planning and Development Services, pursuant to section 107-94 of the Code of Ordinances of the City of College Station.

Specifically, as the property owner and applicant for development of the Property defined by the Infrastructure and Economic Development Agreement between the City of College Station, Texas, and College Station Town Center, L.P., dated July 9, 2015 (“EDA”), the Developer, College Station Town Center, Inc., previously known as and successor to College Station Town Center, L.P. (by corporate conversion in 2017), hereby appeals the applicability of the impact fees and the value of the impact fees that would be due under the amended impact fee provisions and collection rates adopted pursuant to the following ordinances by the City Council:

- College Station Ordinance No. 2021-4315, adopted November 22, 2021;
- College Station Ordinance No. 2021-4316, adopted November 22, 2021.

As I explained during the public hearing on November 22, 2021, and in correspondence with the City Manager and the Director of Economic Development, the impact fees, as amended, should not apply to development of the Property subject to the EDA. Under chapter 245 of the Texas Local Government Code, the Developer has vested rights in the City’s ordinances, rules, and other requirements as they existed at the time the EDA was executed and delivered to the City in 2015.

At that time, the City had not established impact fees applicable to the Property subject to the EDA. As a specific example of the overlap created by impact fees on the Property, the Lakeway Drive project is expressly included in the EDA as City obligations, as well as being included in the work for which the proposed impact fees would be imposed. This is simply an example of how the regional infrastructure was considered and accounted for by both parties, within the EDA.

Please confirm, as Director of Planning and Development, that the City does not consider the impact fees and collection rates, as amended by the ordinances identified above, to be applicable to the Property subject to the Developer's 2015 EDA with the City, and that the City does not intend to assess the Developer for such impact fees in contravention of the City's agreement in the EDA. To be clear, our project as defined under the EDA is expected to fall under the "grandfathering" terms to be discussed by council, however unless such grandfathering is backdated to 2015, then we expect additional consideration to be given to our contractual agreement with the City created by the EDA.

Respectfully submitted,

COLLEGE STATION TOWN CENTER, INC.

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



James Murr

President & Managing Partner

cc: Bryan Woods, City Manager  
By email: [bwoods@cstx.gov](mailto:bwoods@cstx.gov)

Natalie Ruiz, Director of Economic Development  
By email: [nruiz@cstx.gov](mailto:nruiz@cstx.gov)



RE: Formal appeal of the decision of the Planning Director regarding Impact Fees in Midtown City Center

To the Mayor and College Station City Council Members,

We have discussed impact fees and the special circumstances of the Midtown City Center project on multiple occasions now. I was encouraged by the meeting on November 22, 2021 and I look forward to your response. Many, if not all, of you expressed your desire to explore "grandfathering" and how it should be handled for projects that had already begun and counted their costs before Impact Fees were created, or raised. I believe most of us agree the cost of the impact fee will either impact the initial land acquisition price or the cost to the end user, and those who have already purchased land and made investments could find themselves in serious financial trouble if they cannot deliver an affordable product to the consumer with the fees included. It is my personal belief that any project should be grandfathered to the impact fee level at the time the investment is made to begin the project. I realize this could be manipulated if it is tied to land purchase date, so I suggest you tie it to the time of the filing of the first Preliminary Plan. The Preliminary Plan, as College Station requires, has a large amount of planning and expense included beyond the initial land purchase, and would be a good benchmark for a developer having "counted the cost."

That said, Midtown City Center is a different story and has special circumstances which I will quickly list some:

1. Investments in engineering and planning for the subdivision began in 2011, which was in line with the city's Comprehensive Plan at that time.
2. Land purchase was in March 2012.
3. The city forced a 6-year delay in starting our project to achieve its vision for a Medical District.
4. Lots would have been sold out by the time impact fees were imposed if we were allowed to build our initial planned subdivision.
5. We spent 6 years in good faith negotiating a contract (EDA) with the city, which included regional infrastructure in all 3 categories: water, wastewater, and roadways. Impact fees were imposed the following year and "take back" a large portion of our contract benefits.

I tried to approach this special situation through the City Staff, but I was formally denied, so I am formally appealing to the City Council as required in the Code of Ordinances. I have included a copy of the speech I gave at the City Council meeting on November 22, 2021 with my request. It is absolutely fair and equitable for the entire Midtown project to be exempt from impact fees due to the special circumstances listed above, but in an attempt to be a good partner with the city, I have offered to keep the impact fees, at today's level, on the single family homes in Midtown. My PDD is very clear on the entitlements and it bisects the property into two zoning districts. I am asking for a complete waiver of impact fees in the Mixed-Use base zoning district of my project because it is the most difficult for me to achieve, and the most profitable development for the city.

Sincerely,

James Murr

President – College Station Town Center, Inc.

Attached:

1. Speech given to City Council on November 22, 2021
2. PDD Map showing clear delineation
3. Formal appeal to the City Staff
4. Formal rejection letter by City Staff
5. Email discussion with the City Manager

Mr. Mayor and Council Members,

As you know we have been working on Midtown since early 2011. The future “downtown” of College Station, and it has been an honor to work with the city on such a huge endeavor.

I want to remind everyone, the grand vision of Midtown wasn’t the developer’s, it was the City’s vision. We had acquired the land to build a purely residential subdivision. The City spent \$300,000 on planners to plan out what they called the “Medical District,” and then they convinced us to work with them on it. The reason it took convincing was because a project like this takes 20 years or more to develop and it is very difficult. The commercial mixed-use venues are the absolute hardest projects to get started in a development, especially a destination mixed-use project like Midtown. We aren’t building a normal power center at the corner of two major thoroughfares. To build something like this, it takes a partnership between the city and the developer, and we endured the 5-year process to negotiate the partnership and plan the special district, now called Midtown. So after 5 years, we had a deal, which included requirements for us and the City in all 3 areas of infrastructure (water, sewer, and roads). We agreed to build infrastructure way above and beyond what other developers would do. We are the only developer in the history of the city to build a 4-lane divided boulevard, and a mile-long off-site sewer trunk line, all up front before we could get started. And we plan to spend millions of dollars on our parks, and we even agreed to maintain our parks. But we planned on those costs because they were in our deal, and we counted our costs based on the deal.

This project has always been known to be a very difficult undertaking, which is why the City’s own consultants told the City it needed to incentivize the development and participate. Just to remind you, this project is not a developer proposed project asking the city to participate, it is the opposite, it is a City proposed project asking the developer to participate. This vision, which is the City’s vision, for a future “downtown” like environment benefits all the citizens of College Station, and should be incentivized and helped by the City, not made more difficult. We embarked on a journey with the City that very few, if any, developers would have taken. We have been patient and stayed true to the City’s vision.

Technically, all impact fees violate our deal. But I consider myself partners with the City and I want to be honest with my partner. The market for our single-family homes can handle a reasonable amount of impact fees. However, please keep in mind it doesn’t feel right for the single mom working as a nurse in the hospital next door, to pay a higher fee on her new \$250,000 home in Midtown, than the million-dollar home or student rental in another area of town. That said, the very reason and nature of our deal was to incentivize a mixed-use district. **I am asking Council to stay true to the spirit of our deal and waive ALL impact fees within our mixed-use zoning district for the remaining term of our Economic Development Agreement with the City.** I am not asking for anything that isn’t fair, right, and earned. This is fair and right because we have a deal in place, and this stays true to the spirit of the deal. It is earned because we have performed on everything we said we would do in our deal with the city, and we have maintained the vision for the future Downtown of College Station.

# EXHIBIT "C"

## Conceptual Land Use Plan



December 21, 2021

Michael Ostrowski                      By Hand Delivery and Email: [mostrowski@cstx.gov](mailto:mostrowski@cstx.gov)  
Director of Planning and Development Services  
City of College Station, Texas  
P.O. Box 9960 | 1101 Texas Ave.  
College Station, TX 77842

**RE:     Appeal of Applicability of Impact Fees to the development of Midtown City Center by College Station Town Center, Inc.**

Mr. Ostrowski:

To follow up on my correspondence with various other officials—both before and after the November 22, 2021, City Council Meeting, I am submitting this formal appeal to you, as Director of Planning and Development Services, pursuant to section 107-94 of the Code of Ordinances of the City of College Station.

Specifically, as the property owner and applicant for development of the Property defined by the Infrastructure and Economic Development Agreement between the City of College Station, Texas, and College Station Town Center, L.P., dated July 9, 2015 (“EDA”), the Developer, College Station Town Center, Inc., previously known as and successor to College Station Town Center, L.P. (by corporate conversion in 2017), hereby appeals the applicability of the impact fees and the value of the impact fees that would be due under the amended impact fee provisions and collection rates adopted pursuant to the following ordinances by the City Council:

- College Station Ordinance No. 2021-4315, adopted November 22, 2021;
- College Station Ordinance No. 2021-4316, adopted November 22, 2021.

As I explained during the public hearing on November 22, 2021, and in correspondence with the City Manager and the Director of Economic Development, the impact fees, as amended, should not apply to development of the Property subject to the EDA. Under chapter 245 of the Texas Local Government Code, the Developer has vested rights in the City’s ordinances, rules, and other requirements as they existed at the time the EDA was executed and delivered to the City in 2015.

At that time, the City had not established impact fees applicable to the Property subject to the EDA. As a specific example of the overlap created by impact fees on the Property, the Lakeway Drive project is expressly included in the EDA as City obligations, as well as being included in the work for which the proposed impact fees would be imposed. This is simply an example of how the regional infrastructure was considered and accounted for by both parties, within the EDA.

Please confirm, as Director of Planning and Development, that the City does not consider the impact fees and collection rates, as amended by the ordinances identified above, to be applicable to the Property subject to the Developer's 2015 EDA with the City, and that the City does not intend to assess the Developer for such impact fees in contravention of the City's agreement in the EDA. To be clear, our project as defined under the EDA is expected to fall under the "grandfathering" terms to be discussed by council, however unless such grandfathering is backdated to 2015, then we expect additional consideration to be given to our contractual agreement with the City created by the EDA.

Respectfully submitted,

COLLEGE STATION TOWN CENTER, INC.

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



James Murr

President & Managing Partner

cc: Bryan Woods, City Manager  
By email: [bwoods@cstx.gov](mailto:bwoods@cstx.gov)

Natalie Ruiz, Director of Economic Development  
By email: [nruiz@cstx.gov](mailto:nruiz@cstx.gov)



Mr. James Murr  
4121 SH 6 S.  
Suite 200  
College Station, TX 77845

January 5, 2022

Dear Mr. Murr:

This letter is in response to your letter dated December 21, 2021 regarding an appeal to the applicability of impact fees to the development of Midtown City Center.

Upon reviewing your request, I have determined that the application of impact fees would apply to the development of Midtown City Center. While Texas Local Government Code (TLGC) Ch. 245 does provide vesting privileges for certain projects, Section 245.004(6) exempts fees that are imposed in conjunction with development permits. As it relates to the Economic Development Agreement (EDA) for the Midtown City Center development, the EDA does not provide for a waiver of such fees. Therefore, in my determination, such fees would apply to the development of Midtown City Center.

Per Section 107-94(d) of the City of College Station Code of Ordinances, you do have the right to appeal this decision to the City Council.

*Section 107-94(d): The appellant may appeal the decision of the Director of Planning and Development Services to the Council. A notice of appeal to the Council must be filed by the applicant with the City Secretary within 30 days following the Director's decision. If the notice of appeal is accompanied by a bond or other sufficient surety satisfactory to the City Attorney in an amount equal to the Director's determination of the impact fee due, the development application, utility application, subdivision plat, building permit or other required City permit or authorization for development may be processed and issued while the appeal is pending.*

If you should have any further questions, please do not hesitate to contact me.

Sincerely,

Michael Ostrowski  
Director of Planning and Development Services  
City of College Station

cc: Bryan Woods (via [bwoods@sctx.gov](mailto:bwoods@sctx.gov)) and Natalie Ruiz (via [nruiz@cstx.gov](mailto:nruiz@cstx.gov))

**From:** [James Murr](#)  
**To:** ["Bryan C. Woods"](#)  
**Cc:** [Michael Ostrowski](#); [Natalie Ruiz](#); [Jennifer Prochazka](#); [Carla Robinson](#)  
**Bcc:** ["Randal Payne"](#)  
**Subject:** RE: Midtown City Center - Impact Fees  
**Date:** Monday, December 20, 2021 2:21:00 PM  
**Attachments:** [image001.png](#)

---

Bryan,

Thank you for acknowledging my request.

It is impossible to evaluate our impact fee scenario “holistically” today because you cannot account for a multitude of things. What about the extreme risk we were being asked to take by the City in 2011? What about the large risk we still have today? What about the cost of holding the project off for 6 years while negotiating the EDA(which took regional infrastructure into account)? What about the opportunity cost of not being able to do the residential subdivision we wanted to do, which would have been sold out prior to 2016, so no impact fees would have been assessed? There is no need for Natalie to work up the numbers for the purpose of this conversation, because they are irrelevant to the fact that a contract was made based on many other factors. The only reason to pull that information now would be an effort to renegotiate a deal without taking the other factors into consideration.

We have paid some fees, reluctantly, but only because they were slipped in while we were grinding away to comply with the large infrastructure and tight timeline requirements imposed by the EDA.

I am asking, begging, you to do the right thing and honor our deal. We are all tired of arguing, and I wholeheartedly want to work in a good partnership with the city towards the grandiose vision we set out to achieve with the EDA.

Merry Christmas,

James Murr  
Impact Companies  
979.985.5610  
4121 State Hwy 6 S., Ste. 200, College Station, TX 77845  
Licensed Real Estate Broker & Loan Officer NMLS#1975493



---

**From:** Bryan C. Woods <bwoods@cstx.gov>

**Sent:** Monday, December 20, 2021 1:26 PM

**To:** James Murr <james@impactcos.com>

**Cc:** Michael Ostrowski <mostrowski@cstx.gov>; Natalie Ruiz <nruiz@cstx.gov>; Jennifer Prochazka <jprochazka@cstx.gov>; Carla Robinson <crobinson@cstx.gov>

**Subject:** Re: Midtown City Center - Impact Fees

James,

Okay you've made a formal request. We acknowledge that we've received this, but as previously indicated we will be reviewing IF application holistically.

Also, as previously discussed, I don't believe that your EDA "vests" you with no impact fees. The EDA would've had to have specifically outlined that and also, as you've pointed out, your development has been paying them. But I'm no lawyer so I'll let our Attorneys weigh in on the legal aspects.

Also, I've asked Natalie to secure and provide a full review of all financial aspects of your EDA, infrastructure spending, IFs, etc. I believe she has or will be discussing this with you. I will need that complete before I make a recommendation to Council regarding IFs related to your development.

Bryan

Sent from my iPhone

On Dec 20, 2021, at 13:59, James Murr <[james@impactcos.com](mailto:james@impactcos.com)> wrote:

\*\*\*\*\* This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. \*\*\*\*\*

Hello Michael,

I felt it was necessary to make a formal appeal against the application of impact fees in Midtown City Center. Please see the attached formal letter of appeal. We are seeking your acknowledgement of the request, and hopefully a subsequent confirmation the City will not impose impact fees in our project.

Please see attached letter.

Thank you,

James Murr

## ARTICLE III. - ADMINISTRATIVE APPEALS

## Sec. 107-94. - Administrative appeals.

- (a) The property owner or applicant for new development may appeal the following decisions to the Director of Planning and Development Services, or his or her designee:
  - (1) The applicability of an impact fee to the development;
  - (2) The value of the impact fee due;
  - (3) The availability or the value of an offset or credit;
  - (4) The application of an offset or credit against an impact fee due; and/or
  - (5) The amount of the refund due, if any.
- (b) All appeals shall be taken within 30 days of notice of the action from which the appeal is taken.
- (c) The burden of proof shall be on the appellant to demonstrate that the value of the fee or the value of the offset or credit was not calculated according to the applicable impact fee schedule or the guidelines established for determining offsets and credits.
- (d) The appellant may appeal the decision of the Director of Planning and Development Services to the Council. A notice of appeal to the Council must be filed by the applicant with the City Secretary within 30 days following the Director's decision. If the notice of appeal is accompanied by a bond or other sufficient surety satisfactory to the City Attorney in an amount equal to the Director's determination of the impact fee due, the development application, utility application, subdivision plat, building permit or other required City permit or authorization for development may be processed and issued while the appeal is pending.

(Ord. No. 2016-3814, exh. A(15-9), 9-22-2016)

**State Law reference—** Judicial appeals, Texas Local Government Code § 395.077.

**February 10, 2022**  
**Item No. 8.3.**  
**Ordinance Extending Mayoral Renewal of Disaster Declaration**

**Sponsor:** Bryan Woods, City Manager

**Reviewed By CBC:** City Council

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

**Relationship to Strategic Goals:**

Good governance

**Recommendation(s):** Staff recommends that Council adopt the ordinance.

**Summary:** On March 17, 2020, the Mayor of College Station issued a proclamation declaring a state of disaster for the City of College Station resulting from the threat of a public health emergency resulting from coronavirus disease 2019, now designated SARS-CoV-2 (COVID-19).

On March 18, 2020, the Mayor of College Station issued an order closing all bars, limiting restaurants to only take-out, drive-through, or delivery services and amended the declaration to limit gatherings to less than ten (10) people in the best interest of the public health, safety and welfare to protect life in College Station in response to COVID-19.

On March 23, 2020, the College Station City Council adopted an Extension of Disaster Ordinance with Ordinance No. 2020-4164 extending the March 17, 2020, Disaster Declaration and extending the Mayor's Order of March 18, 2020.

On March 23, 2020, the Mayor of College Station issued a Second Mayoral Order mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020. On March 30, 2020, the College Station City Council adopted an ordinance consenting and approving the Second Mayoral Order.

On April 21, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On April 23, 2020, the College Station City Council consented with Ordinance 2020-4169 to the Mayor's April 21, 2020, Disaster Declaration Renewal.

On May 22, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On May 28, 2020, the College Station City Council consented with Ordinance 2020-4181 to the Mayor's May 22, 2020, Disaster Declaration Renewal.

On June 22, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On June 25, 2020, the College Station City Council consented with Ordinance 2020-4195 to the Mayor's June 22, 2020, Disaster Declaration Renewal.

On June 25, 2020, the Mayor of College Station issued a Third Mayoral Order mandating face coverings for commercial entities until Friday, July 10, 2020. On July 9, 2020, the College Station City Council consented with Ordinance No. 2020-4197 to the Third Mayoral Order of June 25, 2020, mandating commercial entities to require face coverings.

On July 22, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On July 23, 2020, the College Station City Council consented with Ordinance 2020-4203 to the Mayor's July 22, 2020, Disaster Declaration Renewal.

On August 13, 2020, the Mayor of College Station issued a Fourth Mayoral Order delegating authority to the Texas A&M University President to approve gatherings over 10 people on state lands and facilities it owns or controls.

On August 21, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On August 27, 2020, the College Station City Council consented with Ordinance 2020-4209 to the Mayor's August 21, 2020, Disaster Declaration Renewal.

On September 21, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On September 24, 2020, the College Station City Council consented with Ordinance 2020-4211 to the Mayor's September 21, 2020, Disaster Declaration Renewal.

On October 20, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On October 22, 2020, the College Station City Council consented with Ordinance 2020-4220 to the Mayor's October 20, 2020, Disaster Declaration Renewal.

On November 20, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On November 23, 2020, the College Station City Council consented with Ordinance 2020-4226 to the Mayor's November 20, 2020, Disaster Declaration Renewal.

On December 7, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On December 10, 2020, the College Station City Council consented with Ordinance 2020-4231 to the Mayor's December 7, 2020, Disaster Declaration Renewal.

On January 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On January 14, 2021, the College Station City Council consented with Ordinance 2021-4239 to the Mayor's January 8, 2021, Disaster Declaration Renewal.

On February 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On February 11, 2021, the College Station City Council consented with Ordinance 2021-4240 to the Mayor's February 8, 2021, Disaster Declaration Renewal.

On March 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On March 11, 2021, the College Station City Council consented with Ordinance 2021-4246 to the Mayor's March 8, 2021, Disaster Declaration Renewal.

On April 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On April 8, 2021, the College Station City Council consented with Ordinance 2021-4258 to the Mayor's April 6, 2021, Disaster Declaration Renewal.

On May 7, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On May 13, 2021, the College Station City Council consented with Ordinance 2021-4263 to the Mayor's May 7, 2021, Disaster Declaration Renewal.

On June 7, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On June 10, 2021, the College Station City Council consented with Ordinance 2021-4271 to the Mayor's June 7, 2021, Disaster Declaration Renewal.

On July 2, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On July 8, 2021, the College Station City Council consented with Ordinance 2021-4275 to the Mayor's July 2, 2021, Disaster Declaration Renewal.

On August 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On August 12, 2021, the College Station City Council consented with Ordinance 2021-4288 to the Mayor's August 6, 2021, Disaster Declaration Renewal.

On September 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On September 9, 2021, the College Station City Council consented with Ordinance 2021-4299 to the Mayor's September 6, 2021, Disaster Declaration Renewal.

On October 7, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On October 14, 2021, the College Station City Council consented with Ordinance 2021-4301 to the Mayor's October 7, 2021, Disaster Declaration Renewal.

On November 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On November 11, 2021, the College Station City Council consented with Ordinance 2021-4313 to the Mayor's November 8, 2021, Disaster Declaration Renewal.

On December 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On December 9, 2021, the College Station City Council consented with Ordinance 2021-4318 to the Mayor's December 6, 2021, Disaster Declaration Renewal.

On January 7, 2022, the Mayor of College Station issued a renewal to the Disaster Declaration. On January 13, 2022, the College Station City Council consented with Ordinance 2021-4318 to the Mayor's January 7, 2022, Disaster Declaration Renewal.

On February 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, December 6, 2021 and January 7, 2022. The conditions necessitating the declaration of a state of disaster and mayoral orders continue to exist. The Council needs to consent to and approve the Mayor's Disaster Declaration renewal.

**Budget & Financial Summary: N/A**

**Attachments:**

1. February 10 Disaster Declaration Renewal Ordinance

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

**DISASTER DECLARATION RENEWAL AND EXTENSION ORDINANCE**

**WHEREAS**, on March 17, 2020, the Mayor of College Station issued a proclamation declaring a state of disaster for the City of College Station resulting from the threat of a public health emergency resulting from coronavirus disease 2019, now designated SARS-CoV2, (COVID-19); and

**WHEREAS**, on March 18, 2020, the Mayor of College Station issued an order closing all bars, limiting restaurants to only take-out, drive-through, or delivery services and amended the declaration to limit gatherings to less than ten (10) people in the best interest of the public health, safety and welfare to protect life in College Station in response to COVID-19; and

**WHEREAS**, on March 23, 2020, the College Station City Council adopted an Extension of Disaster Ordinance with Ordinance No. 2020-4164 extending the March 17, 2020, Disaster Declaration and extending the Mayor's Order of March 18, 2020; and

**WHEREAS**, on March 23, 2020, the Mayor of College Station issued a Second Mayoral Order mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

**WHEREAS**, on March 30, 2020, the College Station City Council consented with Ordinance No. 2020-4166 to the Second Mayoral Order of March 23, 2020, mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

**WHEREAS**, on April 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, the order and amended disaster declaration proclaimed by the Mayor on March 18, 2020, both consented to and extended by the City Council on March 23, 2020, in Ordinance No. 2020-4164; and

**WHEREAS**, on April 23, 2020, the College Station City Council consented with Ordinance 2020-4169 to the Mayor's April 21, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on May 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, and April 21, 2020; and

**WHEREAS**, on May 28, 2020, the College Station City Council consented with Ordinance 2020-4181 to the Mayor's May 22, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on June 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, and May 22, 2020; and

**WHEREAS**, on June 25, 2020, the College Station City Council consented with Ordinance 2020-4195 to the June 22, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on June 25, 2020, the Mayor of College Station issued a Third Mayoral Order mandating commercial entities to require face coverings from: 6:00 A.M., Monday, June 29, 2020, and ending at 11:59 P.M., Friday, July 10, 2020; and

**WHEREAS**, on July 9, 2020, the College Station City Council consented with Ordinance No. 2020-4197 to the Third Mayoral Order of June 25, 2020, mandating commercial entities to require face coverings; and

**WHEREAS**, on July 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, and June 22, 2020; and

**WHEREAS**, on July 23, 2020, the College Station City Council consented with Ordinance 2020-4203 to the June 22, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on August 13, 2020, the Mayor of College Station issued a Fourth Mayoral Order delegating authority to the Texas A&M University President to approve gatherings over 10 people on state lands and facilities it owns or controls; and

**WHEREAS**, on August 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, and July 22, 2020; and

**WHEREAS**, on August 27, 2020, the College Station City Council consented with Ordinance 2020-4209 to the June 22, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on September 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020 and August 21, 2020; and

**WHEREAS**, on September 24, 2020, the College Station City Council consented with Ordinance 2020-4211 to the September 21, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on October 20, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020; and September 21, 2020, and

**WHEREAS**, on October 22, 2020, the College Station City Council consented with Ordinance 2020-4220 to the October 20, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on November 20, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, and

**WHEREAS**, on November 23, 2020, the College Station City Council consented with Ordinance 2020-4226 to the November 20, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on December 7, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, and November 20, 2020, and

**WHEREAS**, on December 10, 2020, the College Station City Council consented with Ordinance 2020-4231 to the November 20, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on January 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020 and December 7, 2020, and

**WHEREAS**, on January 14, 2021, the College Station City Council consented with Ordinance 2021-4239 to the January 8, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on February 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, and January 8, 2021, and

**WHEREAS**, on February 11, 2021, the College Station City Council consented with Ordinance 2021-4240 to the February 8, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on March 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, and February 8, 2021, and

**WHEREAS**, on March 11, 2021, the College Station City Council consented with Ordinance 2021-4246 to the March 8, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on April 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020,

September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, and March 8, 2021, and

**WHEREAS**, on April 8, 2021, the College Station City Council consented with Ordinance 2021-4258 to the April 6, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on May 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, and April 6, 2021; and

**WHEREAS**, on May 13, 2021, the College Station City Council consented with Ordinance 2021-4263 to the May 7, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on June 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021 and May 7, 2021; and

**WHEREAS**, on June 10, 2021, the College Station City Council consented with Ordinance 2021-4271 to the June 7, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on July 2, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021; and

**WHEREAS**, on July 8, 2021, the College Station City Council consented with Ordinance 2021-4275 to the June 7, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on August 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, and July 2, 2021; and

**WHEREAS**, on August 12, 2021, the College Station City Council consented with Ordinance 2021-4288 to the August 6, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on September 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021,

February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, and August 6, 2021; and

**WHEREAS**, on September 9, 2021, the College Station City Council consented with Ordinance 2021-4299 to the September 6, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on October 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, and September 6, 2021; and

**WHEREAS**, on October 14, 2021, the College Station City Council consented with Ordinance 2021-4304 to the October 7, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on November 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, and October 7, 2021; and

**WHEREAS**, on November 11, 2021, the College Station City Council consented with Ordinance 2021-4313 to the November 8, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on December 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, and November 8, 2021; and

**WHEREAS**, on December 9, 2021, the College Station City Council consented with Ordinance 2021-4318 to the December 6, 2021, Disaster Declaration Renewal; and

**WHEREAS**, 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; and

**WHEREAS**, on January 13, 2022, the College Station City Council consented with Ordinance 2021-4326 to the January 7, 2022, Disaster Declaration Renewal; and

**WHEREAS**, on February 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, December 6, 2021, and January 7, 2022; and

**WHEREAS**, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

**WHEREAS**, the conditions necessitating declaration of a state of disaster and mayoral orders continue to exist; and

**WHEREAS**, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

**NOW THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF COLLEGE STATION:**

1. That the state of disaster renewal proclaimed by the Mayor on February 7, 2022, as set out in **Exhibit A** is consented to and extended by the College Station City Council and shall continue until terminated by the College Station City Council.
2. This Ordinance is passed as an emergency measure and pursuant to local authority for emergency measures and shall become effective on the 10<sup>th</sup> day of February, 2022.

**PASSED AND ADOPTED, this 10<sup>th</sup> day of February, 2022.**

**APPROVED:**

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

**ATTEST:**

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

**APPROVED:**

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

**EXHIBIT A**

**DISASTER RENEWAL PROCLAIMED BY THE MAYOR ON FEBRUARY 7, 2022**



## **DECLARATION OF DISASTER RENEWAL**

**WHEREAS**, on March 17, 2020, the Mayor of College Station issued a proclamation declaring a state of disaster for the City of College Station resulting from the threat of a public health emergency resulting from coronavirus disease 2019, now designated SARS-CoV2, (COVID-19); and

**WHEREAS**, on March 18, 2020, the Mayor of College Station issued an order closing all bars, limiting restaurants to only take-out, drive-through, or delivery services and amended the declaration to limit gatherings to less than ten (10) people in the best interest of the public health, safety and welfare to protect life in College Station in response to COVID-19; and

**WHEREAS**, on March 23, 2020, the College Station City Council adopted an Extension of Disaster Ordinance with Ordinance No. 2020-4164 extending the March 17, 2020, Disaster Declaration and extending the Mayor's Order of March 18, 2020; and

**WHEREAS**, on March 23, 2020, the Mayor of College Station issued a Second Mayoral Order mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

**WHEREAS**, on March 30, 2020, the College Station City Council consented with Ordinance No. 2020-4166 to the Second Mayoral Order of March 23, 2020, mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

**WHEREAS**, on April 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, the order and amended disaster declaration proclaimed by the Mayor on March 18, 2020, both consented to and extended by the City Council on March 23, 2020, in Ordinance No. 2020-4164; and

**WHEREAS**, on April 23, 2020, the College Station City Council consented with Ordinance 2020-4169 to the Mayor's April 21, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on May 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, and April 21, 2020; and

**WHEREAS**, on May 28, 2020, the College Station City Council consented with Ordinance 2020-4181 to the Mayor's May 22, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on June 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, and May 22, 2020; and

**WHEREAS**, on June 25, 2020, the College Station City Council consented with Ordinance 2020-4195 to the June 22, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on June 25, 2020, the Mayor of College Station issued a Third Mayoral Order mandating commercial entities to require face coverings from: 6:00 A.M., Monday, June 29, 2020, and ending at 11:59 P.M., Friday, July 10, 2020; and

**WHEREAS**, on July 9, 2020, the College Station City Council consented with Ordinance No. 2020-4197 to the Third Mayoral Order of June 25, 2020, mandating commercial entities to require face coverings; and

**WHEREAS**, on July 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, and June 22, 2020; and

**WHEREAS**, on July 23, 2020, the College Station City Council consented with Ordinance 2020-4203 to the July 22, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on August 13, 2020, the Mayor of College Station issued a Fourth Mayoral Order delegating authority to the Texas A&M University President to approve gatherings over 10 people on state lands and facilities it owns or controls; and

**WHEREAS**, on August 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020; and July 22, 2020, and

**WHEREAS**, on August 27, 2020, the College Station City Council consented with Ordinance 2020-4209 to the August 21, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on September 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020; July 22, 2020, and August 21, 2020, and

**WHEREAS**, on September 24, 2020, the College Station City Council consented with Ordinance 2020-4211 to the September 21, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on October 20, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, and September 21, 2020, and

**WHEREAS**, on October 22, 2020, the College Station City Council consented with Ordinance 2020-4220 to the October 20, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on November 20, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, and

**WHEREAS**, on November 23, 2020, the College Station City Council consented with Ordinance 2020-4226 to the November 20, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on December 7, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020; July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, and November 20, 2020, and

**WHEREAS**, on December 10, 2020, the College Station City Council consented with Ordinance 2020-4231 to the December 7, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on January 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, and December 7, 2020, and

**WHEREAS**, on January 14, 2021, the College Station City Council consented with Ordinance 2021-4239 to the January 8, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on February 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, and January 8, 2021, and

**WHEREAS**, on February 11, 2021, the College Station City Council consented with Ordinance 2021-4240 to the February 8, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on March 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, and February 8, 2021, and

**WHEREAS**, on March 11, 2021, the College Station City Council consented with Ordinance 2021-4246 to the March 8, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on April 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020,

September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, and March 8, 2021; and

**WHEREAS**, on April 8, 2021, the College Station City Council consented with Ordinance 2021-4258 to the April 6, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on May 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, and March 8, 2021, April 6, 2021; and

**WHEREAS**, on May 13, 2021, the College Station City Council consented with Ordinance 2021-4263 to the April 6, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on June 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, and May 7, 2021; and

**WHEREAS**, on June 10, 2021, the College Station City Council consented with Ordinance 2021-4271 to the April 6, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on July 2, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, and June 7, 2021; and

**WHEREAS**, on July 8, 2021, the College Station City Council consented with Ordinance 2021-4275 to the June 7, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on August 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021, and July 2, 2021; and

**WHEREAS**, on August 12, 2021, the College Station City Council consented with Ordinance 2021-4288 to the August 6, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on September 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021,

February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, And August 6, 2021; and

**WHEREAS**, on September 9, 2021, the College Station City Council consented with Ordinance 2021-4299 to the September 6, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on October 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, and September 6, 2021; and

**WHEREAS**, on October 14, 2021, the College Station City Council consented with Ordinance 2021-4304 to the October 7, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on November 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, and October 7, 2021; and

**WHEREAS**, on November 11, 2021, the College Station City Council consented with Ordinance 2021-4313 to the November 8, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on December 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, and November 8, 2021; and

**WHEREAS**, on December 9, 2021, the College Station City Council consented with Ordinance 2021-4318 to the December 6, 2021, Disaster Declaration Renewal; and

**WHEREAS**, 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 and

**WHEREAS**, on January 13, 2022, the College Station City Council consented with Ordinance 2021-4326 to the January 7, 2022, Disaster Declaration Renewal; and

**WHEREAS**, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

**WHEREAS**, the conditions necessitating declaration of a state of disaster and mayoral orders continue to exist; and

**WHEREAS**, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

**NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF COLLEGE STATION:**

1. Pursuant to §418.014 of the Texas Government Code the state of disaster is hereby renewed as proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020 December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, and January 7, 2022 are renewed, until terminated by the College Station City Council.
2. Pursuant to §418.108(b) of the Texas Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration, unless continued or renewed by the City Council of College Station.
3. Pursuant to §418.108(c) of the Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
4. That this proclamation shall take effect on February 7, 2022.

**DECLARED this 7<sup>th</sup> day of February, 2021.**

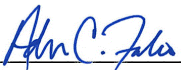
**APPROVED:**

  
\_\_\_\_\_  
Mayor

**ATTEST:**

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

**APPROVED:**

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

**February 10, 2022**

**Item No. 11.1.**

**Council Reports on Committees, Boards, and Commissions**

**Sponsor:** City Council

**Reviewed By CBC:** City Council

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

**Relationship to Strategic Goals:**

Good Governance

**Recommendation(s):** Review meetings attended.

**Summary:** Animal Shelter Board, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, 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, College Station History Committee, 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