



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

March 24, 2022

4:00 PM

City Hall Council Chambers

Notice is hereby given that a quorum of the meeting body will be present in the physical location stated above where citizens may also attend in order to view a member(s) participating by videoconference call as allowed by 551.127, Texas Government Code. The City uses a third-party vendor to host the virtual portion of the meeting; if virtual access is unavailable, meeting access and participation will be in-person 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

Personnel {Gov't Code Section 551.074};

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

- a. City Manager
- b. Council Self Evaluation

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

Possible action. The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive

session discussion, any final action or vote taken will be in public. The following subject(s) maybe discussed:

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

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. Please do not carry purses, briefcases, backpacks, liquids, foods or any other object other than papers or personal electronic communication devices to the lectern, nor advance past the lectern unless you are invited to do so. 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 speaker must conclude their remarks.

5. Presentation - Proclamations, Awards, and Recognitions.

- 5.1. Presentation of a proclamation in support of Law Enforcement Officers and Operation Safe Shield.

Sponsors: Billy Couch

Attachments: 1. 2022 Operation Safe Shield Proclamation

6. Hear Visitors.

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

7. Workshop Items.

- 7.1. Presentation, discussion, and possible action, relating to receiving the annual audit reports and Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2021.

Sponsors: Michael DeHaven

Attachments: None

- 7.2. Presentation, discussion, and possible action on Parkland Dedication Ordinance amendments.

Sponsors: Michael Ostrowski

Attachments:

1. Ordinance Amendment - UDO 8.8 Parkland Dedication - DRAFT
2. Ordinance Amendment - UDO 8.8 Parkland Dedication - DRAFT with Changes

- 7.3. Presentation, discussion, and possible action regarding regulations in neighborhoods related to noise and gatherings.

Sponsors: Billy Couch
Attachments: None

8. Consent Items.

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

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

- March 10, 2022 Council Meeting

Sponsors: Tanya Smith
Attachments: 1. CCM031022 DRAFT Minutes

8.2. Presentation, discussion, and possible action on approving annual water meter purchases from Aqua Metric Sales Company through the Houston-Galveston Area Council (HGAC) contract. The estimated annual expenditure for water meters is \$179,629.98

Sponsors: Michael DeHaven
Attachments: 1. Aqua Metric Sales Company - Quote

8.3. Presentation, discussion, and possible action related to an Interlocal Agreement (ILA) between the College Station Independent School District and the City of College Station for joint facility use.

Sponsors: Steve Wright
Attachments: 1. City of CS - CSISD Facility Use ILA 2.22

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

Sponsors: Emily Fisher
Attachments: 1. 22300260 Bullseye Site Services LLC - Recyclables Franchise Agreement

8.5. Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with Jetsam Removals & Roll-Offs LLC for the collection of recyclables from commercial businesses and multi-family locations.

Sponsors: Emily Fisher
Attachments: 1. 223003~1

8.6. Presentation, discussion, and possible action on an ordinance amending Chapter 38 "Traffic and Vehicles" Article VI "Traffic Schedules", Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time," by removing parking at the intersection of Francis Drive and Foster Avenue.

Sponsors: Emily Fisher
Attachments: 1. No Parking Map
 2. No Parking Ordinance Form

8.7. Presentation, discussion, and possible action regarding the purchase of Advanced Metering Infrastructure (AMI) meters for Electric warehouse inventory stock from Landis+Gyr Technology, Inc. for an amount not to exceed \$223,632.

Sponsors: Michael DeHaven

Attachments: 1. C20300313 FY 2022 Purchase Support

- 8.8. Presentation, discussion, and possible action for the renewal of a contract for Water Meter Reading Services, to Alexander's Contract Services, Inc. for an amount not to exceed \$300,000 for one year.

Sponsors: Michael DeHaven

Attachments: 1. 21300361R1 Alexanders Contract Services

- 8.9. Presentation, discussion, and possible action regarding a second change order to Contract 21300273 with PowerGrid Services for the ring bus modification work for the Spring Creek Substation. The total recommended change order amount is not to exceed \$107,484.38, which brings the contract total to \$2,497,319.63 for the project.

Sponsors: Timothy Crabb

Attachments: 1. PowerGrid Contract 21300273 CO#2 Form
2. Spring Creek - CO #2-1 - JBT Additional Testing
3. Spring Creek - CO #2-2 - Additional SEL Cables
4. Spring Creek - CO #2-3 - Downtime from SEL Testing

- 8.10. Presentation, discussion, and possible action regarding approval of Change Order 1 for the City's annual price agreement with Techline Inc., for electric warehouse inventory of distribution poles in the amount of \$660,678 for an increase not to exceed total amount of \$8,013,258. The original annual price agreement was not to exceed total amount of \$7,352,580.

Sponsors: Mary Ellen Leonard

Attachments: 1. 22300111 Change Order #1 Techline Inc.

- 8.11. Presentation, discussion, and possible action regarding the approval of the updated Council Relations Policy and Code of Ethics.

Sponsors: Tanya Smith, Carla Robinson

Attachments: 1. Council Relations Policy and Code of Ethics-2022 Final 0310

9. Regular Items.

- 9.1. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance, "Article 4, Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from SC Suburban Commercial to PDD Planned Development District for approximately 5 acres of land generally located at the intersection of Emerald Parkway and Corsair Drive (3105 Corsair Drive). Case # REZ2022-000001

Sponsors: Derrick Williams

Attachments: 1. Ordinance
2. Vicinity, Aerial, and Small Area Map
3. Future Land Use Map
4. Rezoning Map
5. Rezoning Exhibit
6. Concept Plan
7. Background Information
8. Applicant's Supporting Information
9. Bulk Variances Letter

10. Council Calendar - Council May Discuss Upcoming Events.**11. Items of Community Interest.**

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

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

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

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

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

14. Adjourn.

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on March 18, 2022 at 5:00 p.m.



City Secretary

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

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

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

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

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

March 24, 2022

Item No. 5.1.

Proclamation for Law Enforcement Officers and Operation Safe Shield.

Sponsor: Billy Couch

Reviewed By CBC: City Council

Agenda Caption: Presentation of a proclamation in support of Law Enforcement Officers and Operation Safe Shield.

Relationship to Strategic Goals:

Good Governance

Recommendation(s): None.

Summary: Operation Safe Shield is a public charity that is organized by citizens of the Brazos Valley. The goal is to support Law Enforcement officers and their families by increasing the safety equipment, along with lifesaving bullet-resistant windows for all vehicles.

Budget & Financial Summary: None.

Attachments:

1. 2022 Operation Safe Shield Proclamation



Proclamation

- WHEREAS**, Operation Safe Shield is a 501(c)(3) public charity; and
- WHEREAS**, Operation Safe Shield is comprised of concerned citizens of the Brazos Valley; and
- WHEREAS**, Operation Safe Shield's goal is to protect those that protect us; and
- WHEREAS**, Operation Safe Shield supports and encourages increasing the level of security and safety to law enforcement officers; and
- WHEREAS**, Operation Safe Shield believes it is in the communities of the Brazos Valley's best interest to support families of law enforcement officers by increasing the safety equipment provided; and
- WHEREAS**, law enforcement officers willingly face dangerous circumstances and the threat of serious bodily injury or death on a daily basis to ensure the safety of all citizens; and
- WHEREAS**, 1175 law enforcement officers have died in the line of duty from gunfire throughout Texas since 1845; and
- WHEREAS**, due to these circumstances, Operation Safe Shield intends to provide lifesaving bullet resistant windows for all the patrol vehicles in the Brazos Valley.

Now therefore, I, Karl Mooney Mayor of College Station, do hereby proclaim April 2022, as

Operation Safe Shield Month

and call upon the City of College Station to:

- offers its sincere thanks and appreciation to the local law enforcement officers who protect and serve our community from criminals who seek to perpetrate violence and harm innocent people; and
- recognizes the great sacrifice our law enforcement officers, and their families, make to keep the Brazos Valley safe; and
- supports the initiative of Operation Safe Shield in assisting municipalities with the equipment and funding necessary to keep our community safe; and
- believes it is in the best interest of the citizenry to promote and support the efforts of Operation Safe Shield in equipping all law enforcement vehicles with lifesaving bullet resistant windows; and
- supports the designation of April as First Responders Month in the Brazos Valley in recognition of all First Responders that put their lives on the line for the citizens of the Brazos Valley.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station this 24th Day of March, 2022.

Attest:

Karl Mooney
Mayor

Tanya Smith
City Secretary

March 24, 2022

Item No. 7.1.

Presentation, discussion, and possible action, relating to receiving the annual audit reports and Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2021.

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action, relating to receiving the annual audit reports and Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2021.

Relationship to Strategic Goals:

Financially Sustainable City

Recommendation(s): Staff recommends that Council accept the 2021 audit reports and Annual Comprehensive Financial Report.

Summary: The City's Charter and Fiscal and Budgetary Policies along with State law require that not less than thirty (30) days prior to the end of each fiscal year, the City Council shall designate a qualified public accountant or accountants who, as of the end of the fiscal year, shall make an independent audit of accounts and other evidences of financial transactions of the City government and shall submit the report to the City Council. Also, the City's budgetary policies require that the auditor jointly review the management letter/audit results with the City Council within 30 days of receipt by the staff.

Ms. Amanda Eaves of BKD, LLP will present the results of the fiscal year 2021 audit and present, along with staff, the 2021 ACFR. Ms. Eaves will also be available to answer any questions the City Council may have.

Budget & Financial Summary: The reports provide a summary of the City's financial position as of September 30, 2021.

Attachments:

None

March 24, 2022
Item No. 7.2.
Parkland Dedication Ordinance Amendments

Sponsor: Michael Ostrowski, Director of Planning and Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on Parkland Dedication Ordinance amendments.

Relationship to Strategic Goals:

Good Governance, Financial Sustainability, Core Services & Infrastructure, and Sustainable City

Recommendation(s):

Summary: For parkland dedication purposes, developers are required to dedicate either land and/or fee in lieu of land for new residential development (both single-family and multi-family). The intent is that this dedication or fee will offset the demand that the new residents will place on the parks system. In addition to land, developers are also required to either construct or provide a fee for the improvements of the park facilities. The land and improvements required for each development are to be located within the same park zone where the development is taking place.

Through several meetings, the City Council has directed staff to make changes to the parkland dedication requirements within the Unified Development Ordinance (UDO). Some of the changes were also identified in the Parkland Dedication Audit that was performed by the City Auditor in March of 2019.

An outline of the history of this item is as follows:

- March 2019 – Parkland Dedication Audit
- March 25, 2021 – City Council Workshop – City Council provided direction
- August 26, 2021 – City Council Workshop – City Council provided direction
- October 12, 2021 – Parks and Recreation Board – Recommended approval of proposed amendments
- October 21, 2021 – Planning & Zoning Commission – Recommended approval of proposed amendments
- October 28, 2021 – City Council – Requested additional changes to the ordinance
- January 25, 2022 – Representatives from the Greater Brazos Valley Builders Association – Provided comments

The proposed changes are broken down into the following categories: zones, appeals, credits, and fees.

Zones

With respect to zones, the current ordinance breaks park zones into two different categories (community and neighborhood). Within these categories, there are two community park zones and 16 neighborhood park zones. To help provide for a more effective distribution of parkland dedication funds, it has been requested to eliminate the distinction of categories for ordinance requirements,

and to reduce the number of parkland dedication zones. The proposed ordinance has been reflected as such. Furthermore, a new map has been created to identify the four different zones.

Appeals

At the October 28, 2021 City Council meeting, City Council gave direction to staff to include an appeals section within the ordinance. The appeals section has been included in the draft ordinance in section 8.8(D)(11).

Credits

Direction was also given to provide a credit to developers who construct private parks. The thought behind this is that with the construction of private parks in new developments, some of the demand that is created from the new residents will be offset by the private park. However, those residents will also likely use other parks in the City and therefore, some dedication and/or fees should still be provided. Therefore, it is recommended that a 25% credit be given for private parks that are constructed to certain standards and approved by the City.

Fees

In terms of fees, City Council has directed staff to ensure that (1) there is a standard review of fees, (2) that the cost per acre is updated to reflect market conditions, and (3) that the park development fee recognizes passive parks. It is proposed that fees will be updated every five years. Within the enclosed draft ordinance, there are two different appendices (C and D) that relate to fees. Appendix C – Park Land Dedication and Development Fees is the calculation of the existing fees. It has been modified to combine the dedication and fee amounts due to the elimination of the park zone categories, but otherwise the total dedication and fee amounts remain the same. Please note, the data used to calculate the fees is previous data (2012 fees). This data is only being used to show how the current fees were calculated. Appendix D – Optional Park Land Dedication and Development Fees is the calculation of what the dedication and fee amounts would be if using current data.

The difference between the two are as follows:

Total parkland dedication fees			
<i>Land dedication</i>	Optional	Existing	Difference
Single-family: One acre per number of dwelling units	46	61	(15)
Multi-family: One acre per number of bedrooms	81	145	(64)
<i>Fee in lieu of land dedication</i>			
Single-family per dwelling unit	\$925	\$524	\$401
Multi-family per bedroom	\$340	\$220	\$120
<i>Park development fee</i>			
Single-family per dwelling unit	\$2,875	\$737	\$2,138
Multi-family per bedroom	\$1,056	\$467	\$589
<i>Total park fees</i>			
Single-family per dwelling unit	\$3,800	\$1,261	\$2,539
Multi-family per bedroom	\$1,396	\$687	\$709

With regards to the dedication and fee amounts. The Parks Master Plan goal calls for at least 7 acres of park land per 1,000 people. Currently, if we exclude Veterans and Lick Creek, the city has 9.5 acres per 1,000 people. Since the last recalibration of the fees, the City has seen an increase in over 20,000 people, and an increase in about 450 park acres, approximately 200 of which have been passive park acres. Much of this was due to the reclassification of the greenways to parks. The reason why this is important is because the land dedication amount is based on the City maintaining its current acres of park per 1,000 people. Therefore, if we were to use a 7 acres of park land per 1,000 people standard, the City would require a dedication amount of 1 acre of park land for every 62 single family units or 111 multiple-family bedrooms constructed, versus 46 and 81 if the 9.5 acres per 1,000 people is used.

At the 10/28/21 City Council meeting, City Council provided direction to staff to have the developments in the Extraterritorial Jurisdiction (ETJ) pay the same fees as developments within the city limits. Currently, ETJ developments do not pay any fees relating to neighborhood park zones. However, with the elimination of the distinctions between the zones, the dedication and fee amounts will be combined.

Finally, when the current fees were calculated, the cost of a community park was discounted 50% for multiple-family developments and 75% for single-family developments. The Optional amount indicated in the table above does not consider a discount factor. If the City Council wishes to discount any of the fees, Staff would recommend discounting the final fee, not an input variable.

In meeting with representatives from the Greater Brazos Valley Builders Association, they had the following comments:

- Agree that the current number of zones is too many, but 6-7 may be better than 4
- Update parkland dedication fees during the same time as impact fee study update, shows the total impact on the industry
- Parkland dedication is expensive, would like to look at other incentives to reduce the costs – e.g. detention/retention areas

Staff is seeking direction from the City Council on the proposed amendments to the ordinance. If City Council provides direction to move forward through the ordinance approval process at this meeting, the potential approval process would be:

- April 12, 2022 – Parks and Recreation Board Recommendation
- April 21, 2022 – Planning and Zoning Commission Recommendation
- May 12, 2022 – City Council Action

Budget & Financial Summary: N/A

Attachments:

1. Ordinance Amendment - UDO 8.8 Parkland Dedication - DRAFT
2. Ordinance Amendment - UDO 8.8 Parkland Dedication - DRAFT with Changes

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 8, “SUBDIVISION DESIGN AND IMPROVEMENTS,” SECTION 8.8, “REQUIREMENTS FOR PARK LAND DEDICATION,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE SECTION IN ITS ENTIRETY; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A, “Unified Development Ordinance,” Article 8, “Subdivision Design and Improvements,” Section 8.8, “Requirements for Park Land Dedication,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Appendix “A,” Appendix “B,”** and **Appendix “C”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this th day of , 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Appendix A

That Appendix A, “Unified Development Ordinance,” Article 8, “Subdivision Design and Improvements,” Section 8.8, “Requirements for Park Land Dedication,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 8.8. Requirements for Park Land Dedication.

A. Purpose.

It is hereby declared by the College Station City Council that public park, conservation, and greenway areas are valuable assets that advance the public’s health, safety, and welfare. This Section is adopted to provide active and passive recreational areas in the form of park facilities as a function of subdivision and site development in the City of College Station and its Extraterritorial Jurisdiction (ETJ). This Section is enacted in accordance with the home rule powers of the City of College Station granted under the Texas Constitution, and the statutes of the State of Texas, including, but not by way of limitation, Texas Local Government Code Chapter 212 as may be amended from time to time.

This Section recognizes that parkland dedication is a fair, reasonable, and uniform method of financing these assets that does not impose an unfair burden on new or existing development. The intent is to require new development to pay its proportionate costs that are associated with providing new, expanded, and renovated parks, so they are borne by the new residents who are responsible for creating the additional demand. This is done by integrating such requirements into the procedure for planning and developing property or subdivisions in the City and its ETJ, whether such development consists of new construction on vacant land or rebuilding and remodeling of multi-family dwellings that results in an increase in the number of bedrooms on existing residential property.

The intent of these assets is to provide a variety of outdoor recreational opportunities for new residents within reasonable proximity of their homes. The primary cost of purchasing, developing, or improving parks should be borne by the landowners of residential property who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities. To ensure this nexus, park zones have been established by the College Station City Council. They are shown on the Park Zones Map and they shall be *prima facie* proof that any park area located therein is within a convenient distance from any residence located therein.

Parkland dedication is consistent with, and furthers the objectives and policies of, the City’s Comprehensive Plan and the Recreation, Park, & Open Space Master Plan to protect the health, safety, and general welfare of the public. It is coordinated with other city policies, ordinances, and resolutions by which the City seeks to ensure the provision of adequate park facilities in conjunction with the development of land.

B. Applicability.

This Section applies to a landowner who develops land for residential use located within the City or within its ETJ.

C. Park Zones.

The City is hereby divided into park zones, as shown on the official Park Zones Map, located in Appendix B – “Park Zones Map”, together with all explanatory matter thereon, and adopted by reference and declared to be a part of this UDO.

Zone boundaries typically follow key topographic features such as major thoroughfares, streams, City limit, and ETJ boundary lines. New park zones may be created or existing zones amended pursuant to procedures for amending the UDO.

D. Requirements.**1. General.**

The City Manager or his/her designee shall administer this Section with certain review, recommendation, and approval authorities being assigned to the Planning and Zoning Commission, the Parks and Recreation Advisory Board, and various City departments as specified herein.

Generally, the developer of residential property must address the following requirements pursuant to this Section: dedication of land for park use or payment of a fee in lieu thereof, and payment of a development fee for park improvements necessary to transform the land into a useable park. Requirements herein are based on actual dwelling units or bedrooms for an entire development. Increases or decreases in final unit or bedroom count may require an adjustment in fees paid or land dedicated. If the actual number of dwelling units or bedrooms exceeds the original estimate, additional park land and additional park development fees may be required in accordance with the requirements in this Section.

The schedule of fees and required land dedications are identified in Section K “Park Land Dedication and Development Fees”. The delineation of park zones is identified in Section C “Park Zones”.

2. Land Dedication.

- a. The amount of land to be dedicated for park purposes shall be as set forth in Section K “Park Land Dedication and Development Fees”.

The total amount of land dedicated for the development shall be dedicated to the City in fee simple:

- 1) Prior to the issuance of any building permits for multi-family development,
- 2) Concurrently with the final plat for each phase of the development, or
- 3) In accordance with the terms of a valid Development Agreement associated with the property.

If land dedication is to occur in future phases of a multiple-phase development, the developer may provide the City with financial security against the current dedication requirements by providing a bond, irrevocable letter of credit, or other alternative financial guarantee such as a cash deposit in the amount equal to the number of acres park land required and, in a form acceptable to the City. The amount of the financial guarantee shall be the amount of fee in lieu of land

dedication and improvements as set forth in Section K “Park Land Dedication and Development Fees”. The financial guarantee will be released to the developer, without interest, upon the filing of the final plat for the subsequent phase that dedicates the required park land and payment of the fee for the required improvements.

- b. Since residents living in the ETJ are likely to use the City’s park facilities, they should contribute to the cost of providing them. As a result of the difficulty faced by the City in maintaining property outside its corporate limits, the City will generally require a fee in lieu rather than the dedication of land. Alternatively, the dedication requirements of this Section may be met through the creation of private parkland in the same amount required as set forth in Section K “Park Land Dedication and Development Fees” provided the developer enters into a written agreement that all such private parkland be dedicated to the City at the time of full purpose annexation into the City and provided that any plat related to such development is inscribed with a notation regarding same. If the private parkland option is chosen, a provision for private upkeep of the facilities as described in Section H “Credit for Private Park Amenities” shall be made.

3. Fee in Lieu of Land.

In lieu of dedicating land for parks, a developer may request to meet some or all of the land dedication requirements through payment of a fee in lieu thereof in the amounts set forth in Section K “Park Land Dedication and Development Fees”. Such fees shall be due at the same time as fees are due for final platting or for issuance of a building permit, based on the type of residential development.

4. City Final Approval.

The City shall have the final authority in determining what proportion of land or fee may be accepted in lieu of required land dedication. The City may, from time to time, require that a fee be submitted in lieu of land dedication in amounts as set forth in Section K “Park Land Dedication and Development Fees” for the park land dedication. Likewise, the City may, from time to time, require that land be dedicated in amounts as set forth in Section K and that no fee in lieu of land will be accepted.

5. Approval Process for Park Land Dedication.

- a. For land dedication of five (5) acres or more to be accepted by the City, the landowner must:
 - 1) Obtain a recommendation from the Parks and Recreation Advisory Board, and
 - 2) Obtain approval from the Planning and Zoning Commission pursuant to the Plat Review in Article 3 of this UDO.

The Planning and Zoning Commission shall consider the recommendation from the Parks and Recreation Advisory Board but may make a decision contrary to its recommendation by majority vote.

- b. The City of College Station will generally not accept dedications of land for parks that are less than five (5) acres, as maintaining small parks is inefficient and too costly for the City to sustain over the long-term. However, the City Manager or

his/her designee is authorized to accept and approve land dedications of less than five (5) acres if the following criteria are met:

- 1) The proposed dedication provides a sufficient amount of park land in the park zone of the proposed development for required park land dedication, or such land provides a valuable link to the greater park system;
- 2) The proposed dedication has especially attractive park features, as determined by the City Manager or his/her designee;
- 3) Where the proposed dedication is insufficient for a park site under existing park design standards, some or all of the dedication requirements may be in the form of a fee in amounts as set forth in Section K "Park Land Dedication and Development Fees"; and
- 5) The proposed development of the park is consistent with College Station's Recreation, Park, & Open Space Master Plan, as may be amended from time to time.

In making his/her decision, the City Manager or his/her designee may choose to submit such application to the Parks and Recreation Advisory Board for its recommendation. In such event, the City Manager or his/her designee shall consider such recommendation but may make a decision contrary in accordance with the criteria set forth herein.

6. Park Development Fee.

In addition to the land dedication requirements for parks, there are also park development fees established herein sufficient to develop parks in ways that meet the City Park Facility and Equipment Standards. The amount of development fees assessed to a developer subject to this Section for parks is as shown in Section K "Park Land Dedication and Development Fees". The process for the approval and collection of development fees shall be the same as for the park land dedication requirements to which the development relates, and shall be processed simultaneously with the park land dedication requirements.

7. Construction of Park Improvements in Lieu of Development Fee.

A developer may elect to construct park improvements in lieu of paying the associated development fees as set forth herein. In such event:

- a. A park site plan, developed in cooperation with the Parks and Recreation Department staff, must be submitted and approved by the Director of Parks and Recreation Department or his/her designee and the Parks and Recreation Advisory Board upon submission of final plat or upon application for a site plan and/or building permit, whichever is applicable.
- b. Detailed plans and specifications for park improvements hereunder shall be due and processed in accordance with the procedures and requirements pertaining to public improvements for final plats, site plans, and for building permits issuance, whichever is applicable.

- c. All plans and specifications shall meet or exceed the City Park Facility and Equipment Standards in effect at the time of the submission.
 - d. If the improvements are constructed on land that has already been dedicated to and/or is owned by the City, then the Developer must post payment and performance bonds equal to park development fees to guarantee the payment to subcontractors and suppliers and to guarantee the developer completes the work in accordance with the approved plans, specifications, ordinances, and other applicable laws.
 - e. The construction of all improvements must be completed in accordance with the requirements relating to the construction of public improvements for final plats, site plans, and issuance of building permits, whichever is applicable. This includes the guaranteeing of performance in lieu of completing the park improvements prior to final plat approval. Notwithstanding any other applicable ordinances, park improvements should be completed within two (2) years from the date of the approval.
 - f. **Completion and Acceptance.**

Park development will be considered complete and a Certificate of Completion will be issued after the following requirements are met:

 - 1) Improvements have been constructed in accordance with the approved plans,
 - 2) All park land upon which the improvements have been constructed has been dedicated as required under this Section; and
 - 3) All manufacturers' warranties have been provided for any equipment installed in the park as part of these improvements.
 - g. Upon issuance of a Certificate of Completion, the developer warrants the improvements for a period of one (1) year as set forth in the requirements in the City Park Facility and Equipment Standards.
 - h. The developer shall be liable for any costs required to complete park development if:
 - 1) Developer fails to complete the improvements in accordance with the approved plans; or
 - 2) Developer fails to complete any warranty work.
8. **Submitting Fee.**
- Any fees required to be paid pursuant to this Section shall be remitted:
- a. Prior to the issuance of any building permits for multi-family development; or
 - b. Upon the submission of each final plat for single-family, duplex, or townhouse development.
9. **Use of Fees.**
- Fees may be used only for the acquisition, development, and/or improvement of park facilities to which they relate. Fees in lieu of land dedication may only be used for

purchase, development and/or improvement of parks located within the same zone as the development, or in an adjacent zone in a scenario where the development occurs close to a zone border.

10. Reimbursement for City Acquired Park Land.

The City may from time to time acquire land for parks in advance of actual or potential development. If the City does take such action, then it may require subsequent dedications to be in fee in lieu of land only. The fees will serve to reimburse the City for the cost(s) of acquisition.

11. Appeals.

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:

- a. The applicability of the land dedication, fee in lieu, or development fee;
- b. The amount of the land dedication or fee due;
- c. The determination of credit for private property amenities; and/or
- d. The amount of the refund due, if any.

All appeals shall be taken within 30 days of notice of the action from which the appeal is taken.

The burden of proof shall be on the appellant to demonstrate that the amount of the dedication, fee, refund, or credit was not calculated according to the requirements of this ordinance.

The appellant may appeal the decision of the Director of Planning and Development Services to the City 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. The filing of an appeal shall not stay the collection of the fee due. If the notice of appeal is accompanied by a payment in an amount equal to the fee due as calculated by the City, the plat or building permit application shall be processed.

E. Prior Dedication or Absence of Prior Dedication.

If a dedication requirement arose prior to enactment or amendment of this Section, subsequent development for the subject tract to which the dedication requirements applies may be subject to vesting as set forth in Chapter 245 Texas Local Government Code. Depending on the circumstances, additional dedication may be required for the increase in dwelling units or bedrooms from what was originally proposed.

F. Comprehensive Plan Considerations.

The City's Recreation, Park, & Open Space Master Plan is intended to provide the Parks and Recreation Advisory Board with a guide upon which to base its recommendations. Because of the need to consider specific characteristics in the site selection process and future development, the park locations indicated on the Plan are general. The actual locations, sizes, and number of parks will be determined when development occurs or when sites are acquired by the City, including by donations.

G. Special Fund; Right to Refund.

The City shall account for all fees in lieu of land and all development fees paid under this Section with reference to the individual plat(s) involved. Any fees paid for such purposes must be encumbered or expended by the City within 10 years from the date received by the City for acquisition, development, and/or improvement of a park as required herein. Such funds shall be considered to be spent on a first-in, first-out basis. If the funds are not so encumbered by contract of purchase order or expended, then the owners of the property on the last day of the 10-year period will be entitled to a refund of the unexpended sum upon request. The owners of the property as shown on the current tax roll or proven by other instrument, must request a refund within one year of the expiration of the 10-year period. The request must be made in writing to the Director of Parks and Recreation.

H. Credit for Private Park Amenities.

1. Up to 25% of the total fee in lieu and park development fee required by this Section to be paid by a developer may be eligible for reimbursement if the developer provides private park land and/or amenities on the site. The remaining percentage is retained for deposit in the City's parkland dedication fund for the purpose of defraying the financial burden that new residential units impose on the existing public park system in the City, beyond the immediate development in which the dwelling is located.
2. Private facilities eligible for credit are those outdoor amenities typically found in city public parks, which will substitute for the improvements otherwise funded by a dedication fee to meet the outdoor recreation needs of residents.
3. The amount of credit shall be based on actual out-of-pocket dollar costs that the developer incurred in providing the outdoor recreation amenities:
 - a. The improvements must be constructed in accordance with the City Park Facility and Equipment Standards.
 - b. The developer is required to submit to the City all invoices paid toward the construction of the private amenities.
 - c. In order to receive the credit, the improvement must be inspected and approved by all appropriate City staff.
4. Yards, court areas, setbacks, and other open areas required to be maintained under the City's UDO, and other regulations, shall not be included in the credit computation.
5. Private recreation improvements shall be owned by an incorporated nonprofit homeowners' association comprised of all property owners in the subdivision. The organization should operate under recorded land agreements through which each property unit owner in the subdivision is automatically a member, and each unit is subject to a charge for a proportionate share of expenses for maintaining the facilities.
6. Should the homeowners' association fail to maintain the developer-provided private park facilities in compliance with City standards, each property owner agrees that the City may access the facilities to operate, maintain, and repair them. The costs of such maintenance, operations, and repairs shall be charged to the homeowners' association. Such requirement shall be by recorded covenant, which runs with the land in favor of future owners of the property, and which cannot be defeated or eliminated without the written consent of the City.

7. Use of the private park shall be restricted for park and recreation purposes by recorded covenant, which runs with the land in favor of future owners of the property, and which cannot be defeated or eliminated without the written consent of the City.
8. Facilities must be similar or comparable to what would be required to meet public park standards and recreational needs as set forth in Section I "Park Land Guidelines and Requirements".
9. The design of private park amenities must be reviewed and approved by the City prior to final plat approval.
10. All private park amenities shall be constructed in accordance with Section D (7) "Construction of Park Improvements in Lieu of Development Fee".

I. Park Land Guidelines and Requirements.

Parks should be easy to access and open to public view so as to benefit area development, enhance the visual character of the City, protect public safety, and minimize conflict with adjacent land uses. The following guidelines and requirements shall be used in designing parks and adjacent development.

1. Any land dedicated to the City under this Section must be suitable for park and recreation uses. The dedication shall be free and clear of any and all liens and encumbrances that interfere with its use for park purposes. The City Manager or his/her designee shall determine whether any encumbrances interfere with park use. Minerals may be reserved from the conveyance provided that there is a complete waiver of the surface use by all mineral owners and lessees. A current title report must be provided with the land dedication. The property owner shall pay all taxes or assessments owed on the property up to the date of acceptance of the dedication by the City. A tax certificate from the Brazos County Tax Assessor shall be submitted with the dedication or plat.
2. Consideration will be given to land that is in the floodplain or may be considered "floodable" even though not in a federally regulated floodplain as long as, due to its elevation, it is suitable for park improvements. Sites should not be severely sloping or have unusual topography which would render the land unusable for recreational activities, as set forth in the City Park Facility and Equipment Standards.
3. At the discretion of the City, land in floodplains will be considered on a three (3) for one (1) basis. Three (3) acres of floodplain will be equal to one (1) acre of park land.
4. Where feasible, park sites should be located adjacent to greenways and/or schools in order to encourage shared facilities and joint development of new sites.
5. Unless intended to serve a larger area, park sites should be adjacent to residential areas in a manner that serves the greatest number of users and should be located to minimize users having to cross arterial roadways to access them. Furthermore, park sites should not be encumbered by overhead utility lines or easements which may limit the opportunity for park development.
6. Where appropriate, sites with existing trees or other scenic elements are preferred.
7. Detention/retention areas will not be considered to meet dedication requirements, but may be accepted as a donation in addition to the required dedication. If accepted as part

of the park, the detention/retention area design must meet specific parks specifications in the City Park Facility and Equipment Standards.

8. Where park sites are adjacent to greenways, schools, or existing or proposed subdivisions, access ways may be required to facilitate public access to parks.
9. It is desirable that 50% of the perimeter of a park should abut a public street.

J. Warranty Required.

1. All materials and equipment provided to the City shall be new unless otherwise approved in advance by the City Manager or his/her designee and all work shall be of good quality, free from faults and defects, and in conformance with the designs, plans, specifications, and drawings, and recognized industry standards. This warranty, any other warranties express or implied, and any other consumer rights, shall inure to the benefit of the City only and are not made for the benefit of any party other than the City.
2. All work by the developer or landowner not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.
3. This warranty is in addition to any rights or warranties expressed or implied by law.
4. Where more than a one (1) year warranty is specified in the applicable plans, specifications, or submittals for individual products, work, or materials, the longer warranty shall govern.
5. This warranty obligation may be covered by any performance or payment bonds tendered in compliance with this Section.
6. If any of the work performed by the developer or landowner is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this Section, the designs, plans, drawings or specifications within one (1) year after the date of the issuance of a Certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this ordinance, developer shall promptly correct the defective work at no cost to the City.
7. During the applicable warranty period and after receipt of written notice from the City to begin corrective work, developer shall promptly begin the corrective work. The obligation to correct any defective work shall be enforceable under this Code of Ordinances. The guarantee to correct the defective work shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.
8. If within twenty (20) calendar days after the City has notified developer of a defect, failure, or abnormality in the work, developer has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by developer.

9. The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by developer, its contractors, or subcontractors or by the surety.
10. The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of the improvements made under this Section of the ordinance.

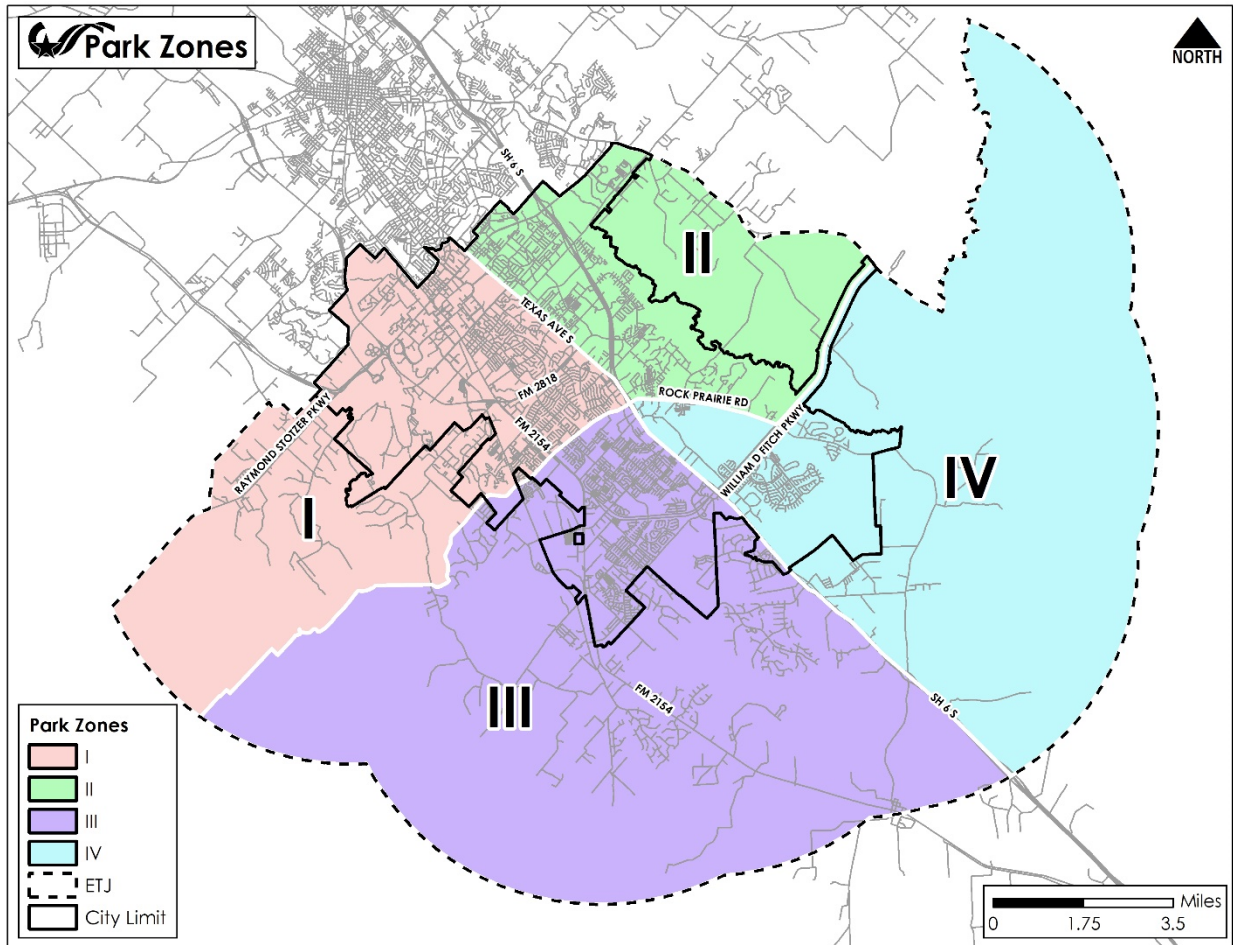
K. Park Land Dedication and Development Fees.

Parkland dedication and development fees for developments located within the City limits and ETJ are indicated in Appendix C “Park Land Dedication and Development Fees”.

The City shall review the fees established and the amount of park land dedication required in this ordinance at least every five (5) years. Failure to review by the City shall not invalidate this ordinance.

Appendix B – Park Zones Map

That Appendix A, “Unified Development Ordinance,” Article 8, “Subdivision Design and Improvements,” Section 8.8, “Requirements for Park Land Dedication,” Section 8.8 (C), “Park Zones,” of the Code of Ordinances of the City of College Station, Texas, establishes the following Park Zones Map:



Appendix C – Park Land Dedication and Development Fees

That Appendix A, “Unified Development Ordinance,” Article 8, “Subdivision Design and Improvements,” Section 8.8, “Requirements for Park Land Dedication,” Section 8.8 (K), “Park Land Dedication and Development Fees,” of the Code of Ordinances of the City of College Station, Texas, establishes the following dedication and fee calculations:

Input Data:

- Population = 96,603
- Acres of Parks = 346 Neighborhood, 316 Community
- Number of Parks = 42 Neighborhood, 8 Community
- Persons Per Household = 2.38
- Land Acquisition Cost Per Acre = \$32,000
- Park Development Cost = \$350,000 Neighborhood, \$1,900,000 Community Single Family, \$3,800,000 Community Multi-Family

Land Dedication:

- Single Family Dwelling Units = (Population / Acres of Parks) / Persons Per Household
 - **61** = (96,603 / 662) / 2.38
- Multi-Family Bedrooms = Population / Acres of Parks
 - **145** = 96,603 / 662

Land Acquisition:

- Single Family Dwelling Units = Land Acquisition Cost Per Acre / ((Population / Acres of Parks) / Persons Per Household)
 - **\$524** = \$32,000 / ((96,603 / 662) / 2.38)
- Multi-Family Bedrooms = Land Acquisition Cost Per Acre / ((Population / Acres of Parks)
 - **\$220** = \$32,000 / (96,603 / 662)

Park Development:

- Single Family Dwelling Units = Park Development Cost / (Population / Number of Parks) * Persons Per Household
 - **\$362** = \$350,000 / (96,603 / 42) * 2.38
 - **\$375** = \$1,900,000 / (96,603 / 8) * 2.38
 - **\$737** = \$362 + \$375
- Multi-Family Bedrooms = Park Development Cost / (Population / Number of Parks)
 - **\$152** = \$350,000 / (96,603 / 42)
 - **\$315** = \$3,800,000 / (96,603 / 8)
 - **\$467** = \$152 + \$315

Total Parkland Dedication Fees Per Unit Development:

- Single Family Dwelling Units = Land Acquisition + Park Development
 - **\$1,261** = \$524 + \$737
- Multi-Family Bedrooms = Land Acquisition + Park Development
 - **\$687** = \$220 + \$467

Appendix D – Optional Park Land Dedication and Development Fees

That Appendix A, “Unified Development Ordinance,” Article 8, “Subdivision Design and Improvements,” Section 8.8, “Requirements for Park Land Dedication,” Section 8.8 (K), “Park Land Dedication and Development Fees,” of the Code of Ordinances of the City of College Station, Texas, establishes the following dedication and fee calculations:

Input Data	
Neighborhood park acres	567
Community park acres (ex. Lick Creek and Veterans)	354
Passive park acres	198
Total park acres	1,119
Single-family dwelling units	26,725
Multi-family dwelling units	19,628
Total number of dwelling units	46,353
PPH - Overall	2.53
PPH - Single-family structures	2.79
PPH - Multi-family structures	2.20
Ratio of MFU/SFU PPH	0.79
$(PPH - \text{multi-family structures} / PPH - \text{single-family structures})$	
Dwelling units per acres of parks	41.42
$(\text{total number of dwelling units} / \text{total park acres})$	
Adjustment ratio MFU/SFU	0.11
$((1 - \text{ratio of MFU/SFU PPH})/2)$	
Land dedication	
Single-family dwelling units per acre of park land	46
$(\text{dwelling units per acres of parks} (1 + \text{adjustment ratio MFU/SFU}))$	
Multi-family-family bedroom units per acre of park land	81
$((\text{dwelling units per acres of parks} (1 - \text{adjustment ratio MFU/SFU}) * PPH - \text{multi-family structures}))$	

Fee in lieu of land dedication	
Average cost per acre of neighborhood park land	\$50,000
Average cost per acre of community park land	\$22,500
Average cost per acre of passive park land	\$12,250
Fair market value of existing neighborhood park land <i>(average cost per acre of neighborhood park land * neighborhood park acres)</i>	\$28,374,335
Fair market value of existing community park land <i>(average cost per acre of community park land * community park acres)</i>	\$7,960,565
Fair market value of existing passive park land <i>(average cost per acre of passive park land * passive park acres)</i>	\$2,422,471
Total fair market value of existing park land	\$38,757,371
Average fair market value of an acre of land <i>(total fair market value of existing park land / total park acres)</i>	\$34,634
Average fee-in-lieu <i>(average fair market value of an acre of land / dwelling units per acres of parks)</i>	\$836
Fee in-lieu of land per single-family unit <i>(average fee-in-lieu * (1 + adjustment ratio MFU/SFU))</i>	\$925
Fee in-lieu of land per multi-family bedroom <i>((average fee-in-lieu * (1 - adjustment ratio MFU/SFU)) / PPH - multi-family structures)</i>	\$340

Park development fee	
Average neighborhood park acres	7
Neighborhood park cost estimate	\$574,195
Neighborhood park cost/acre <i>(neighborhood park cost estimate / average neighborhood park acres)</i>	\$82,028
Average community park acres	80
Community park cost estimate	\$15,868,592
Community park cost/acre <i>(community park cost estimate / average community park acres)</i>	\$198,357
Average passive park cost/acre (15% of developed)	\$19,005
<i>((neighborhood parks value + community parks value) / (neighborhood park acres + community park acres))</i>	
Neighborhood parks value	\$46,549,718
Community parks value	\$70,179,425
Passive parks value	\$3,758,346
Total parks value	\$120,487,490
Average development cost per acre <i>(total parks value / total park acres)</i>	\$107,670
Average development cost per dwelling unit <i>(average development cost per acre / dwelling units per acres of parks)</i>	\$2,599
Development cost per single-family unit <i>(development cost per dwelling unit * (1 + adjustment ratio MFU/SFU))</i>	\$2,875
Development cost per multi-family bedroom <i>((development cost per dwelling unit * (1 - adjustment ratio MFU/SFU)) / PPH - multi-family structures)</i>	\$1,056

Total parkland dedication fees			
<i>Land dedication</i>	Optional	Existing	Difference
Single-family: One acre per number of dwelling units	46	61	(15)
Multi-family: One acre per number of bedrooms	81	145	(64)
<i>Fee in lieu of land dedication</i>			
Single-family per dwelling unit	\$925	\$524	\$401
Multi-family per bedroom	\$340	\$220	\$120
<i>Park development fee</i>			
Single-family per dwelling unit	\$2,875	\$737	\$2,138
Multi-family per bedroom	\$1,056	\$467	\$589
<i>Total park fees</i>			
Single-family per dwelling unit	\$3,800	\$1,261	\$2,539
Multi-family per bedroom	\$1,396	\$687	\$709

Sec. 8.8. Requirements for Park Land Dedication.

A. Purpose.

It is hereby declared by the College Station City Council that public park, conservation, and greenway areas are valuable assets that advance the public's health, safety, and welfare. This Section is adopted to provide active and passive recreational areas in the form of ~~neighborhood park facilities as well as community~~ park facilities as a function of subdivision and site development in the City of College Station and its ~~Extra-Territorial~~ Extraterritorial Jurisdiction (ETJ). This Section is enacted in accordance with the home rule powers of the City of College Station granted under the Texas Constitution, and the statutes of the State of Texas, including, but not by way of limitation, Texas Local Government Code Chapter 212 as may be amended from time to time.

~~It is hereby declared by the City Council that recreational areas in the form of neighborhood parks and community parks are necessary and in the public welfare, and that the only adequate procedure to provide for neighborhood parks and community parks is~~ This Section recognizes that parkland dedication is a fair, reasonable, and uniform method of financing these assets that does not impose an unfair burden on new or existing development. The intent is to require new development to pay its proportionate costs that are associated with providing new, expanded, and renovated parks, so they are borne by the new residents who are responsible for creating the additional demand. This is done by integrating such requirements into the procedure for planning and developing property or subdivisions in the City and its ETJ, whether such development consists of new construction on vacant land or rebuilding and remodeling of ~~structures~~ multi-family dwellings that results in an increase in the number of bedrooms on existing residential property.

~~Neighborhood parks are those parks providing for~~ The intent of these assets is to provide a variety of outdoor recreational opportunities and located for new residents within convenient distances from a majority of the residences to be served thereby located within park zones established by the City. The park zones established by the College Station Parks and Recreation Department and shown on the official Parks and Recreation map for the City reasonable proximity of College Station shall be prima facie proof that any park located therein is within such a convenient distance from any residence located therein. ~~their homes.~~ The primary cost of purchasing, developing, or improving ~~neighborhood~~ parks should be borne by the landowners of residential property who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities. ~~Typically, the landowner of a proposed residential development is the developer. To ensure this nexus, park zones have been established by the College Station City Council. They are shown on the Park Zones Map and they shall be~~ prima facie proof that any park area located therein is within a convenient distance from any residence located therein.

~~A typical community park in College Station is designed to serve the needs of residents from several neighborhoods located within one-half to three-mile radius. Community parks provide amenities that should complement neighborhood parks. Together, neighborhood parks and community parks can meet more of the recreational needs of residents.~~

~~Community parks are generally twenty-five (25) to seventy (70) acres in size. However, larger and smaller community parks may be purchased, developed and/or improved to meet specific requirements of a particular area of town.~~

~~Community parks, by their nature, serve both active and passive leisure needs of residents, and use by organizations and individuals from surrounding areas larger than for neighborhood parks. The acquisition, development, and improvement of the "basic" infrastructure and facilities for the usage of these community parks should be based upon the demand from the area residents it is intended to serve.~~

~~Therefore, the following requirements are adopted to affect the purposes stated above.~~

Parkland dedication is consistent with, and furthers the objectives and policies of, the City's Comprehensive Plan and the Recreation, Park, & Open Space Master Plan to protect the health, safety, and general welfare of the public. It is coordinated with other city policies, ordinances, and resolutions by which the City seeks to ensure the provision of adequate park facilities in conjunction with the development of land.

B. Applicability.

This Section applies to a landowner who develops land for residential use located within the City or within its ~~extraterritorial jurisdiction~~ETJ.

C. Park Zones.

The City is hereby divided into park zones, as shown on the official Park Zones Map, located in Appendix B – "Park Zones Map", together with all explanatory matter thereon, and adopted by reference and declared to be a part of this UDO.

Zone boundaries typically follow key topographic features such as major thoroughfares, streams, City limit, and ETJ boundary lines. New park zones may be created or existing zones amended pursuant to procedures for amending the UDO.

D. Requirements.

1. General.

The City Manager or his/her designee shall administer this Section with certain review, recommendation, and approval authorities being assigned to the Planning and Zoning Commission, the Parks and Recreation Advisory Board, and various City departments as specified herein.

Generally, the developer of residential property must address the following requirements pursuant to this Section: dedication of land for ~~neighborhood~~ park use or payment of a fee in lieu thereof, ~~dedication of land for community parks or payment of a fee in lieu thereof, payment of a development fee for neighborhood parks or construction of the neighborhood park improvements to which such fee relates,~~ and payment of a development fee for ~~community parks or construction of the community parks~~park improvements necessary to which such fee relates transform the land into a useable park. Requirements herein are based on actual dwelling units or bedrooms for an entire development. Increases or decreases in final unit or bedroom count may require an adjustment in fees paid or land dedicated. If the actual number of dwelling units or

bedrooms exceeds the original estimate, additional park land and additional park development fees may be required in accordance with the requirements in this Section.

The schedule of fees and required land dedications ~~is attached hereto as Appendix I and incorporated and made a part of this Section for all purposes. The identification of park zones for neighborhood parks is as shown on City's Recreation, Park and Open Space Master Plan referenced herein and incorporated by reference.~~ are identified in Section K "Park Land Dedication and Development Fees". The delineation of park zones is identified in Section C "Park Zones".

2. Land Dedication.

- a. The amount of land to be dedicated for ~~neighborhood park land purposes and for community~~ park purposes shall be as set forth in ~~Appendix I.~~ Section K "Park Land Dedication and Development Fees".

The total amount of land dedicated for the development shall be dedicated to the City in fee simple:

- 1) Prior to the issuance of any building permits for multi-family development,
- 2) Concurrently with the final plat for ~~a single~~each phase of the development, or
- ~~3) For a phased development the entire park shall be either platted concurrently with the plat of the first phase of the development or~~
- ~~4) The~~3) In accordance with the terms of a valid Development Agreement associated with the property.

If land dedication is to occur in future phases of a multiple-phase development, the developer may provide the City with financial security against the ~~future~~recurrent dedication requirements by providing a bond, irrevocable letter of credit, or other alternative financial guarantee such as a cash deposit in the amount equal to the number of acres park land required and, in a form acceptable to the City. The amount of the financial guarantee shall be the amount of fee in lieu of land dedication and improvements as set forth in ~~Appendix I.~~Section K "Park Land Dedication and Development Fees". The financial guarantee will be released to the developer, without interest, upon the filing of the final plat for the subsequent phase that dedicates the required park land. and payment of the fee for the required improvements.

- ~~b. For development located within the extraterritorial jurisdiction of the City.~~
Since residents living in the ETJ are likely to use the City's park facilities, they should contribute to the cost of providing them. As a result of the difficulty faced by the City in maintaining property outside its corporate limits, the City will generally require a fee in lieu rather than the dedication of land. Alternatively, the dedication requirements of this Section may be met through the creation of private parkland in the same amount required as set forth in ~~Appendix I.~~Section K "Park Land Dedication and Development Fees" provided the developer enters into a written agreement that all such private parkland be dedicated to the City at the time of full purpose annexation into the City and provided that any plat related to such development, is inscribed with a notation regarding same. If the private parkland

option is chosen, a provision for private upkeep of the facilities as described in Section H “Credit for Private Park Amenities” shall be made.

3. Fee in Lieu of Land.

In lieu of dedicating ~~park~~ land for ~~neighborhood parks and for community~~ parks, a developer may request to meet some or all of the ~~neighborhood park land dedication requirements, and some or all of the community park~~ land dedication requirements through payment of a fee in lieu thereof in the amounts set forth in Appendix I, Section K “Park Land Dedication and Development Fees”. Such fees shall be due at the same time as fees are due for final platting or for issuance of a building permit, ~~whichever occurs first based on the type of residential development.~~

4. City Final Approval.

The City shall have the final authority in determining ~~how much, if any, what proportion of~~ land or fee may be accepted in lieu of required land dedication. The City may, from time to time, require that a fee be submitted in lieu of land dedication in amounts as set forth in ~~Appendix I for either, both, some or all of neighborhood park land or community~~ Section K “Park Land Dedication and Development Fees” for the park land dedication. Likewise, the City may, from time to time, require that land be dedicated in amounts as set forth in Appendix I, Section K and that no fee in lieu of land will be accepted.

5. Approval Process for Park Land Dedication.

- a. ~~Land Dedications equal or exceeding five (5) acres, and Dedications of Floodplains and Greenways:~~

~~For any proposed required neighborhood park land dedication equaling or exceeding five (5) acres of land or equaling or exceeding payment of a fee in lieu thereof, for any proposed required community park land dedication equaling or exceeding five (5) acres of land or equaling or exceeding of five (5) acres or more to be accepted by the payment of a fee in lieu thereof, or for any proposed land dedication containing floodplain or greenway~~ City, the landowner must:

- 1) Obtain a recommendation from the Parks and Recreation Advisory Board, and
- 2) Obtain approval from the Planning and Zoning Commission pursuant to the Plat Review ~~Section~~ in Article 3 of this UDO.

The Planning and Zoning Commission shall consider the recommendation from the Parks and Recreation Advisory Board but may make a decision contrary to its recommendation by majority vote.

- b. ~~Dedications~~ The City of College Station will generally not accept dedications of land for parks that are less than five (5) acres ~~not including floodplains or greenways:~~

~~For any proposed neighborhood park land dedication less than five (5) acre of land or the payment of a fee in lieu thereof, for any proposed required community park land dedication less than five (5) acres of land or the payment of a fee in lieu thereof, or, as maintaining small parks is inefficient and too costly for any proposed land~~

~~dedication containing floodplain or greenway~~the City to sustain over the long-term. However, the City Manager or his/her designee is authorized to accept and approve ~~same land dedications of less than five (5) acres~~ if the following criteria are met:

- 1) The proposed dedication ~~or fee~~ provides a sufficient amount of ~~neighborhood~~ park land ~~existing~~ in the park zone of the proposed development for required ~~neighborhood~~ park land dedication, or ~~the proposal~~such land provides a ~~sufficient amount of community park land existing for~~valuable link to the greater park system;
- 2) The proposed dedication has especially attractive park features, as determined by the ~~proposed development for required community park land dedication requirements, whichever applies;~~ City Manager or his/her designee;
- 23) Where the proposed dedication is insufficient for a ~~neighborhood park site or for a community~~ park site under existing park design standards, some or all of the dedication requirements may be in the form of a fee in amounts as set forth in ~~Appendix I;~~ Section K “Park Land Dedication and Development Fees”; and
- 3) ~~Determination of acceptability of a proposed neighborhood park land dedication and for a proposed community park land dedication is based upon the City of College Station's Recreation, Park and Open Space Master Plan, as may be amended from time to time; and~~
- 45) The proposed development of the ~~neighborhood park or community~~ park is consistent with College Station's Recreation, Park ~~and, &~~ Open Space Master Plan, as may be amended from time to time.

In making his/her decision, the City Manager or his/her designee may choose to submit such application to the Parks and Recreation Advisory Board for its recommendation. In such event, the City Manager ~~or his/her designee~~ shall consider such recommendation but may make a decision contrary in accordance with the criteria set forth herein.

6. Park Development Fee.

In addition to the land dedication requirements for ~~neighborhood parks and for community~~ parks, there are also park development fees established herein sufficient to develop ~~neighborhood parks and community~~ parks in ways that meet the City of College Station's Manual of Park ~~Improvements~~Facility and Equipment Standards. The amount of development fees assessed to a developer subject to this Section for ~~neighborhood and community~~ parks is as shown in ~~Appendix I.~~Section K “Park Land Dedication and Development Fees”. The process for the approval and collection of development fees shall be the same as for the park land dedication requirements to which the development relates, and shall be processed simultaneously with the park land dedication requirements.

7. Construction of Park Improvements in Lieu of Development Fee.

A developer may elect to construct ~~required neighborhood park improvements and/or community~~ park improvements in lieu of paying the associated development fees as set forth herein. In such event:

- a. A park site plan, developed in cooperation with the Parks and Recreation Department staff, must be submitted and approved by the Director of Parks and Recreation Department or his/her designee and the Parks and Recreation Advisory Board upon submission of final plat or upon application for a site plan and/or building permit, whichever is applicable.
- b. Detailed plans and specifications for park improvements hereunder shall be due and processed in accordance with the procedures and requirements pertaining to public improvements for final plats, site plans, and for building permits issuance, whichever is applicable.
- c. All plans and specifications shall meet or exceed the ~~City's Manual of~~City Park Improvement Facility and Equipment Standards in effect at the time of the submission.
- d. If the improvements are constructed on land that has already been dedicated to and/or is owned by the City, then the Developer must post payment and performance bonds equal to park development fees to guarantee the payment to subcontractors and suppliers and to guarantee the developer completes the work in accordance with the approved plans, specifications, ordinances, and other applicable laws.
- e. The construction of all improvements must be completed in accordance with the requirements relating to the construction of public improvements for final plats, site plans, and issuance of building permits, whichever is applicable. This includes the guaranteeing of performance in lieu of completing the park improvements prior to final plat approval. Notwithstanding any other applicable ordinances, park improvements should be completed within two (2) years from the date of the approval.
- f. **Completion and Acceptance.**

Park development will be considered complete and a Certificate of Completion will be issued after the following requirements are met:

 - 1) Improvements have been constructed in accordance with the approved plans,
 - 2) All park land upon which the improvements have been constructed has been dedicated as required under this Section; and
 - 3) All manufacturers' warranties have been provided for any equipment installed in the park as part of these improvements.
- g. Upon issuance of a Certificate of Completion, the developer warrants the improvements for a period of one (1) year as set forth in the requirements in the City ~~of College Station's Manual of~~ Park Improvements Facility and Equipment Standards.
- h. The developer shall be liable for any costs required to complete park development if:
 - 1) Developer fails to complete the improvements in accordance with the approved plans; or

2) Developer fails to complete any warranty work.

8. Submitting Fee.

Any fees required to be paid pursuant to this Section shall be remitted:

- a. Prior to the issuance of any building permits for multi-family development; or
- b. Upon the submission of each final plat for single-family, duplex, or townhouse development.

9. Use of Fees.

Fees may be used only for the acquisition, development, and/or improvement of park facilities to which they relate. ~~For fees~~ Fees in lieu of ~~neighborhood park~~ land dedication, ~~fees~~ may only be used for purchase, development and/or improvement of ~~neighborhood~~ parks located within the same zone as the development. ~~For fees, or in lieu of community park land dedication, fees may only be used for an adjacent zone in a scenario where the purchase, development, and/or improvement of community parks occurs close to a zone border.~~

10. Reimbursement for City Acquired Park Land.

The City may from time to time acquire land for parks in ~~or near an area~~ advance of actual or potential development. If the City does ~~acquire park land in a park zone for a neighborhood park or acquires park land for a community park, the City~~ take such action, then it may require subsequent dedications to be in fee- in lieu- of- land only. ~~This~~ The fees will ~~serve~~ be serve to reimburse the City for the cost(s) of acquisition.

11. Appeals.

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:

- a. The applicability of the land dedication, fee in lieu, or development fee;
- b. The amount of the land dedication or fee due;
- c. The determination of credit for private property amenities; and/or
- d. The amount of the refund due, if any.

All appeals shall be taken within 30 days of notice of the action from which the appeal is taken.

The burden of proof shall be on the appellant to demonstrate that the amount of the dedication, fee, refund, or credit was not calculated according to the requirements of this ordinance.

The appellant may appeal the decision of the Director of Planning and Development Services to the City 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. The filing of an appeal shall not stay the collection of the fee due. If the notice of appeal is accompanied by a payment in an amount equal to the fee due as calculated by the City, the plat or building permit application shall be processed.

E. Prior Dedication or Absence of Prior Dedication.

If a dedication requirement arose prior to enactment or amendment of this Section, subsequent development for the subject tract to which the dedication requirements applies may be subject to vesting as set forth in Chapter 245 Texas Local Government Code. Depending on the circumstances, additional dedication may be required for the increase in dwelling units or bedrooms from what was originally proposed.

EF. Comprehensive Plan Considerations.

The City's Recreation, Park ~~and~~ & Open Space Master Plan is intended to provide the Parks and Recreation Advisory Board with a guide upon which to base its recommendations. Because of the need to consider specific characteristics in the site selection process and future development, the park locations indicated on the Plan are general. The actual locations, sizes, and number of parks will be determined when development occurs or when sites are acquired by the City, including by donations.

~~Park zones for neighborhood parks are established by the City's Recreation, Park and Open Space Master Plan as a component of the City's Comprehensive Plan, and indicate service areas for neighborhood parks. Zone boundaries typically follow key topographic features such as major thoroughfares, streams, City limit and ETJ boundary lines. New park zones may be created or existing zones amended pursuant to procedures for amending the City's Recreation, Park and Open Space Master Plan as land acquisitions or other circumstances dictate.~~

FG. Special Fund; Right to Refund.

~~1. All neighborhood park land dedication fees will be deposited in a fund referenced to the park zone to which it relates. Community park land dedication fees will be deposited in a fund referenced to community parks.~~

~~2. The City shall account for all fees in lieu of land and all development fees paid under this Section with reference to the individual plat(s) involved. Any fees paid for such purposes must be encumbered or expended by the City within ~~ten~~ (10) years from the date received by the City for acquisition, development, and/or improvement of a ~~neighborhood park or a community~~ park as required herein. Such funds shall be considered to be spent on a first-in, first-out basis. If the funds are not so encumbered by contract ~~or~~ of purchase order or expended, then the landowners/owners of the property on the ~~expiration~~ last day of ~~such~~ the 10-year period ~~shall~~ will be ~~refunded~~ entitled to a ~~prorated~~ refund of ~~such~~ the unexpended sum; ~~computed upon request.~~ The owners of the property as shown on a square footage of area basis the current tax roll or proven by the City, other instrument, must request a refund within one year of the expiration of the 10-year period. The request must be made in writing to the Director of Parks and Recreation.~~

GH. Credit for Private Park Amenities.

1. Up to 25% of the total fee in lieu and park development fee required by this Section to be paid by a developer may be eligible for reimbursement if the developer provides private park land and/or amenities on the site. The remaining percentage is retained for deposit in the City's parkland dedication fund for the purpose of defraying the financial burden that new residential units impose on the existing public park system in the City, beyond the immediate development in which the dwelling is located.

2. Private facilities eligible for credit are those outdoor amenities typically found in city public parks, which will substitute for the improvements otherwise funded by a dedication fee to meet the outdoor recreation needs of residents.
3. The amount of credit shall be based on actual out-of-pocket dollar costs that the developer incurred in providing the outdoor recreation amenities:
 - a. The improvements must be constructed in accordance with the City Park Facility and Equipment Standards.
 - b. The developer is required to submit to the City all invoices paid toward the construction of the private amenities.
 - c. In order to receive the credit, the improvement must be inspected and approved by all appropriate City staff.
4. Yards, court areas, setbacks, and other open areas required to be maintained under the City's UDO, and other regulations, shall not be included in the credit computation.
5. Private recreation improvements shall be owned by an incorporated nonprofit homeowners' association comprised of all property owners in the subdivision. The organization should operate under recorded land agreements through which each property unit owner in the subdivision is automatically a member, and each unit is subject to a charge for a proportionate share of expenses for maintaining the facilities.
6. Should the homeowners' association fail to maintain the developer-provided private park facilities in compliance with City standards, each property owner agrees that the City may access the facilities to operate, maintain, and repair them. The costs of such maintenance, operations, and repairs shall be charged to the homeowners' association. Such requirement shall be by recorded covenant, which runs with the land in favor of future owners of the property, and which cannot be defeated or eliminated without the written consent of the City.
7. Use of the private park shall be restricted for park and recreation purposes by recorded covenant, which runs with the land in favor of future owners of the property, and which cannot be defeated or eliminated without the written consent of the City.
8. Facilities must be similar or comparable to what would be required to meet public park standards and recreational needs as set forth in Section I "Park Land Guidelines and Requirements".
9. The design of private park amenities must be reviewed and approved by the City prior to final plat approval.
10. All private park amenities shall be constructed in accordance with Section D (7) "Construction of Park Improvements in Lieu of Development Fee".

I. Park Land Guidelines and Requirements.

Parks should be easy to access and open to public view so as to benefit area development, enhance the visual character of the City, protect public safety, and minimize conflict with adjacent land uses. The following guidelines and requirements shall be used in designing parks and adjacent development.

1. Any land dedicated to the City under this Section must be suitable for park and recreation uses. The dedication shall be free and clear of any and all liens and encumbrances that interfere with its use for park purposes. The City Manager or his/her designee shall determine whether any encumbrances interfere with park use. Minerals may be reserved from the conveyance provided that there is a complete waiver of the surface use by all mineral owners and lessees. A current title report must be provided with the land dedication. The property owner shall pay all taxes or assessments owed on the property up to the date of acceptance of the dedication by the City. A tax certificate from the Brazos County Tax Assessor shall be submitted with the dedication or plat.
2. Consideration will be given to land that is in the floodplain or may be considered "floodable" even though not in a federally regulated floodplain as long as, due to its elevation, it is suitable for park improvements. Sites should not be severely sloping or have unusual topography which would render the land unusable for recreational activities~~-, as set forth in the City Park Facility and Equipment Standards.~~
3. ~~Land~~At the discretion of the City, land in floodplains ~~or designated greenways~~ will be considered on a three (3) for one (1) basis. Three (3) acres of floodplain~~or greenway~~ will be equal to one (1) acre of park land.
4. Where feasible, park sites should be located adjacent to greenways and/or schools in order to encourage shared facilities and joint development of new sites.
5. ~~Neighborhood~~5. Unless intended to serve a larger area, park sites should be adjacent to residential areas in a manner that serves the greatest number of users and should be located to minimize users having to cross arterial roadways to access them. Furthermore, park sites should not be encumbered by overhead utility lines or easements which may limit the opportunity for park development.
6. Where appropriate, sites with existing trees or other scenic elements are preferred.
7. Detention/retention areas ~~may will~~ not be considered to meet dedication requirements, but may be accepted as a donation in addition to the required dedication. If accepted as part of the park, the detention/retention area design must meet specific parks specifications in the ~~City's Manual of~~City Park Improvements~~Facility and Equipment Standards.~~
8. Where park sites are adjacent to greenways, schools, or existing or proposed subdivisions, access ways may be required to facilitate public access to ~~provide public access to~~ parks.
9. It is desirable that ~~fifty (50) percent~~% of the perimeter of a park should abut a public street.
10. ~~Community Parks should be accessible for major arterial streets so as to be accessible by large groups of people from large surrounding areas.~~

HJ. **Warranty Required.**

1. All materials and equipment provided to the City shall be new unless otherwise approved in advance by the City Manager or his/her designee and ~~that all work will~~shall be of good quality, free from faults and defects, and in conformance with the designs, plans, specifications, and drawings, and recognized industry standards. This warranty, any

- other warranties express or implied, and any other consumer rights, shall inure to the benefit of the City only and are not made for the benefit of any party other than the City.
2. All work by the developer or landowner not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.
 3. This warranty is in addition to any rights or warranties expressed or implied by law.
 4. Where more than a one (1) year warranty is specified in the applicable plans, specifications, or submittals for individual products, work, or materials, the longer warranty shall govern.
 5. This warranty obligation may be covered by any performance or payment bonds tendered in compliance with this ~~Ordinance~~Section.
 6. If any of the work performed by the developer or landowner is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this ~~ordinance~~Section, the designs, plans, drawings or specifications within one (1) year after the date of the issuance of a ~~certificate~~Certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this ordinance, developer shall promptly correct the defective work at no cost to the City.
 7. During the applicable warranty period and after receipt of written notice from the City to begin corrective work, developer shall promptly begin the corrective work. The obligation to correct any defective work shall be enforceable under this Code of Ordinances. The guarantee to correct the defective work shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.
 8. If within twenty (20) calendar days after the City has notified developer of a defect, failure, or abnormality in the work, developer has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by developer.
 9. The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by ~~Developer~~developer, its contractors, or subcontractors or by the surety.
 10. The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one- ~~(1)~~ year warranty shall cover all work, equipment, and materials that are part of the improvements made under this Section of the ordinance.

~~APPENDIX I.~~
~~PARK LAND DEDICATION AND DEVELOPMENT FEES~~

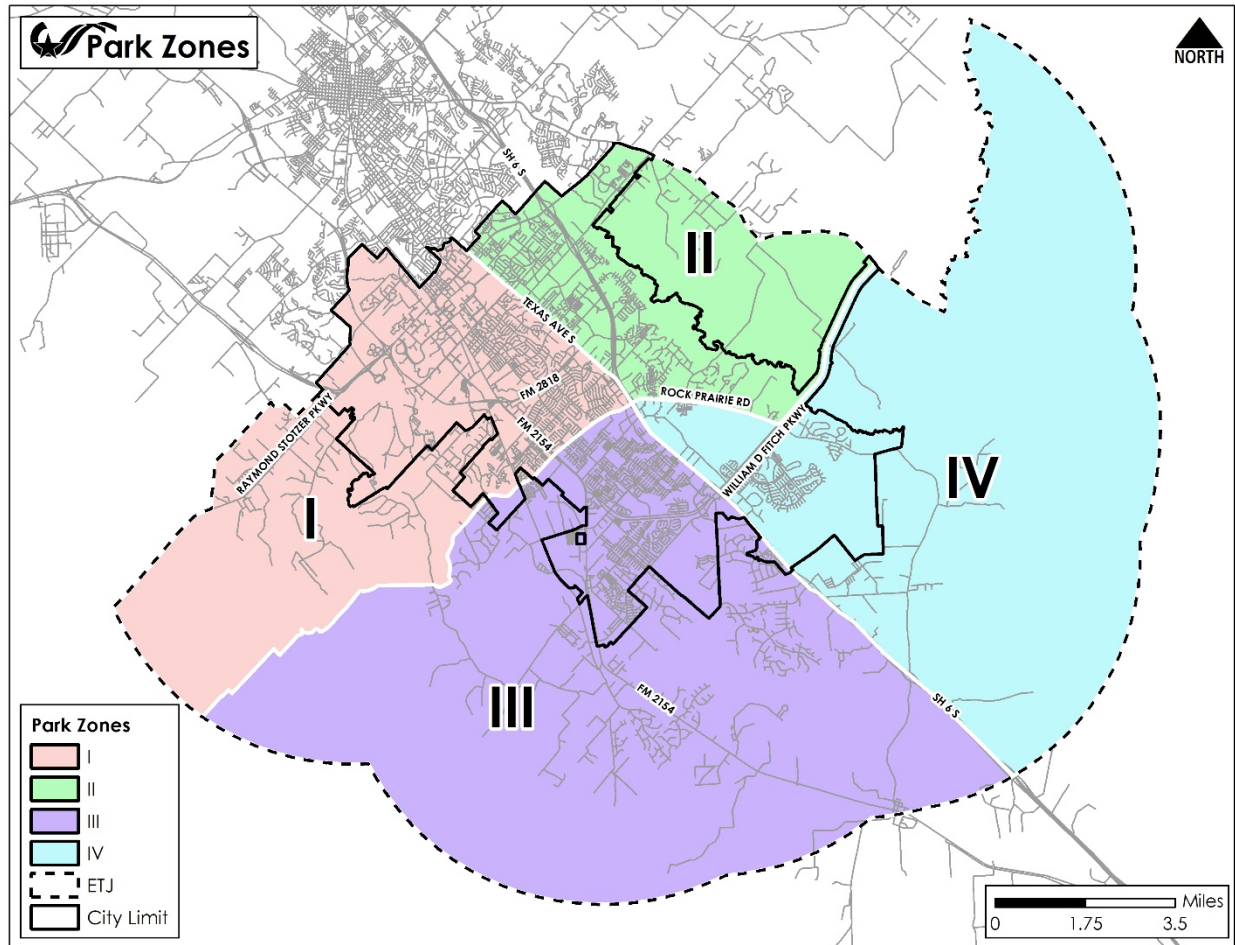
I.—**K. Park Land Dedication and Development Fees.**

Parkland dedication and development fees for developments located within the City limits and ETJ are indicated in Appendix C “Park Land Dedication and Development Fees”.

The City shall review the fees established and the amount of park land dedication required in this ordinance at least every five (5) years. Failure to review by the City shall not invalidate this ordinance.

Appendix B – Park Zones Map

That Appendix A, “Unified Development Ordinance,” Article 8, “Subdivision Design and Improvements,” Section 8.8, “Requirements for Park Land Dedication,” Section 8.8 (C), “Park Zones,” of the Code of Ordinances of the City of College Station, Texas, establishes the following Park Zones Map:



Appendix C – Park Land Dedication and Development Fees

That Appendix A, “Unified Development Ordinance,” Article 8, “Subdivision Design and Improvements,” Section 8.8, “Requirements for Park Land Dedication,” Section 8.8 (K), “Park Land Dedication and Development Fees,” of the Code of Ordinances of the City of College Station, Texas, establishes the following dedication and fee calculations:

Input Data:

- Population = 96,603
- Acres of Parks = 346 Neighborhood ~~and~~, 316 Community ~~Parks~~.
- ~~A. — Dedication Requirements for~~ Number of Parks = 42 Neighborhood ~~Parks~~, 8 Community
 - ~~1. — Land dedication.~~
- Single Family: One (1) acre per 117 Persons Per Household = 2.38
- Land Acquisition Cost Per Acre = \$32,000
- Park Development Cost = \$350,000 Neighborhood, \$1,900,000 Community Single Family, \$3,800,000 Community Multi-Family

Land Dedication:

- Single Family Dwelling Units (DU) = (Population / Acres of Parks) / Persons Per Household
 - Multi-Family: One (1) acre per 278 bedrooms (BR)
- 2. — Fee in lieu of land dedication.
 - Single Family: \$274.00 per Dwelling Unit (DU) ~~61~~ = (96,603 / 662) / 2.38
- Multi-Family: \$115.00 per Bedroom (BR) Bedrooms = Population / Acres of Parks
- 3. — Park development fee.
 - 145 = 96,603 / 662

Land Acquisition:

- Single Family: \$362.00 per Dwelling Unit (DU) Dwelling Units = Land Acquisition Cost Per Acre / ((Population / Acres of Parks) / Persons Per Household)
 - \$524 = \$32,000 / ((96,603 / 662) / 2.38)
- Multi-Family: \$152.00 per Bedroom (BR) Bedrooms = Land Acquisition Cost Per Acre / ((Population / Acres of Parks)
- 4. — Total neighborhood park fees.
 - Single Family: \$636.00 per ~~\$220~~ = \$32,000 / (96,603 / 662)

Park Development:

- Single Family Dwelling Units = Park Development Cost / (Population / Number of Parks) * Persons Per Household
 - \$362 = \$350,000 / (96,603 / 42) * 2.38

- $\$375 = \$1,900,000 / (96,603 / 8) * 2.38$
- $\$737 = \$362 + \$375$

- Multi-Family Bedrooms = Park Development Cost / (Population / Number of Parks)
 - $\$152 = \$350,000 / (96,603 / 42)$
 - $\$315 = \$3,800,000 / (96,603 / 8)$
 - $\$467 = \$152 + \$315$

Total Parkland Dedication Fees Per Unit Development:

- Single Family Dwelling Unit (DU) Units = Land Acquisition + Park Development
Multi-Family: \$267.00 per Bedroom (BR)

B. Dedication Requirements for Community Parks:

1. Land dedication:

- Single Family: One (1) acre per 128 Dwelling Units (DU) $\$1,261 = \$524 + \$737$

- Multi-Family: One (1) acre per 305 Bedrooms (BR) = Land Acquisition + Park Development

2. Fee in lieu of land dedication:

Single-Family: \$250.00 per Dwelling Unit (DU)

Multi-Family: \$105.00 per Bedroom (BR)

3. Park development fee:

Single-Family: \$375.00 per Dwelling Unit (DU)

Multi-Family: \$315.00 per Bedroom (BR)

4. Total community park fees:

Single-Family: \$625.00 per Dwelling Unit (DU)

Multi-Family: \$420.00 per Bedroom (BR)

(Ord. No. 2012-3434, Pt. 1(Exh. A), 8-9-2012; Ord. No. 2012-3449, Pt. 1(Exh. K), 9-27-2012; Ord. No. 2015-3728, Pt. 1(Exh. A), 12-10-2015; Ord. No. 2017-3953, Pt. 1(Exhs. A-C), 10-26-2017; Ord. No. 2019-4111, Pt. 1(Exh. A), 7-25-2019)

- $\$687 = \$220 + \$467$

Appendix D – Optional Park Land Dedication and Development Fees

That Appendix A, “Unified Development Ordinance,” Article 8, “Subdivision Design and Improvements,” Section 8.8, “Requirements for Park Land Dedication,” Section 8.8 (K), “Park Land Dedication and Development Fees,” of the Code of Ordinances of the City of College Station, Texas, establishes the following dedication and fee calculations:

Input Data	
Neighborhood park acres	567
Community park acres (ex. Lick Creek and Veterans)	354
Passive park acres	198
Total park acres	1,119
Single-family dwelling units	26,725
Multi-family dwelling units	19,628
Total number of dwelling units	46,353
PPH - Overall	2.53
PPH - Single-family structures	2.79
PPH - Multi-family structures	2.20
Ratio of MFU/SFU PPH	0.79
<i>(PPH - multi-family structures / PPH - single-family structures)</i>	
Dwelling units per acres of parks	41.42
<i>(total number of dwelling units / total park acres)</i>	
Adjustment ratio MFU/SFU	0.11
<i>((1 - ratio of MFU/SFU PPH)/2)</i>	
Land dedication	
Single-family dwelling units per acre of park land	46
<i>(dwelling units per acres of parks (1 + adjustment ratio MFU/SFU))</i>	
Multi-family-family bedroom units per acre of park land	81
<i>((dwelling units per acres of parks (1 - adjustment ratio MFU/SFU) * PPH - multi-family structures))</i>	

Fee in lieu of land dedication	
Average cost per acre of neighborhood park land	\$50,000
Average cost per acre of community park land	\$22,500
Average cost per acre of passive park land	\$12,250
Fair market value of existing neighborhood park land <i>(average cost per acre of neighborhood park land * neighborhood park acres)</i>	\$28,374,335
Fair market value of existing community park land <i>(average cost per acre of community park land * community park acres)</i>	\$7,960,565
Fair market value of existing passive park land <i>(average cost per acre of passive park land * passive park acres)</i>	\$2,422,471
Total fair market value of existing park land	\$38,757,371
Average fair market value of an acre of land <i>(total fair market value of existing park land / total park acres)</i>	\$34,634
Average fee-in-lieu <i>(average fair market value of an acre of land / dwelling units per acres of parks)</i>	\$836
Fee in-lieu of land per single-family unit <i>(average fee-in-lieu * (1 + adjustment ratio MFU/SFU))</i>	\$925
Fee in-lieu of land per multi-family bedroom <i>((average fee-in-lieu * (1 - adjustment ratio MFU/SFU)) / PPH - multi-family structures)</i>	\$340

Park development fee	
Average neighborhood park acres	7
Neighborhood park cost estimate	\$574,195
Neighborhood park cost/acre <i>(neighborhood park cost estimate / average neighborhood park acres)</i>	\$82,028
Average community park acres	80
Community park cost estimate	\$15,868,592
Community park cost/acre <i>(community park cost estimate / average community park acres)</i>	\$198,357
Average passive park cost/acre (15% of developed)	\$19,005
<i>((neighborhood parks value + community parks value) / (neighborhood park acres + community park acres))</i>	
Neighborhood parks value	\$46,549,718
Community parks value	\$70,179,425
Passive parks value	\$3,758,346
Total parks value	\$120,487,490
Average development cost per acre <i>(total parks value / total park acres)</i>	\$107,670
Average development cost per dwelling unit <i>(average development cost per acre / dwelling units per acres of parks)</i>	\$2,599
Development cost per single-family unit <i>(development cost per dwelling unit * (1 + adjustment ratio MFU/SFU))</i>	\$2,875
Development cost per multi-family bedroom <i>((development cost per dwelling unit * (1 - adjustment ratio MFU/SFU)) / PPH - multi-family structures)</i>	\$1,056

Total parkland dedication fees			
<i>Land dedication</i>	Optional	Existing	Difference
Single-family: One acre per number of dwelling units	46	61	(15)
Multi-family: One acre per number of bedrooms	81	145	(64)
<i>Fee in lieu of land dedication</i>			
Single-family per dwelling unit	\$925	\$524	\$401
Multi-family per bedroom	\$340	\$220	\$120
<i>Park development fee</i>			
Single-family per dwelling unit	\$2,875	\$737	\$2,138
Multi-family per bedroom	\$1,056	\$467	\$589
<i>Total park fees</i>			
Single-family per dwelling unit	\$3,800	\$1,261	\$2,539
Multi-family per bedroom	\$1,396	\$687	\$709

March 24, 2022

Item No. 7.3.

Regulations in neighborhoods related to noise and gatherings

Sponsor: Billy Couch

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding regulations in neighborhoods related to noise and gatherings.

Relationship to Strategic Goals:

Neighborhood Integrity, Good Governance

Recommendation(s): Staff recommends council receive the presentation.

Summary: This presentation will provide an overview of current policies and regulations regarding gatherings and events in the city and within neighborhoods. It will discuss the current noise ordinance and special events ordinance. Currently, the police can close down, warn or cite groups having gatherings that violate the noise ordinance, when necessary. The special events process is very extensive and is mainly for larger events with over 200 attendees and typically does not require permits for events held on private property.

Budget & Financial Summary: N/A

Attachments:

None

March 24, 2022
Item No. 8.1.
Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC:

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

- March 10, 2022 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM031022 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
MARCH 10, 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 4:00 p.m. on Thursday, March 10, 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 4:01 p.m. on March 10, 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 related to elected officials and public speech.
- Legal advice regarding streaming services and video service provider fees.

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

- City Secretary
- Council Self-Evaluation

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

Executive Session recessed at 5:50 p.m. No action was taken.

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

5. Hear Visitors Comments

Dennis Arce, College Station, came before Council to state that he has ceased to file any new open records request because he now feels that council is doing what he believes needs to be done.

6. WORKSHOP ITEMS

6.1. Presentation, discussion, and possible action on the use of QR codes for historical purposes in College Station.

Steve Wright, Parks and Recreation Director, stated that Parks and Recreation currently uses QR codes at several parks to inform citizens about the park amenities, maps of the park, and the park's history. Using an example from the Yaupon Loop area he demonstrated the use of a QR code and demonstrated many of the interactive features. He went on to explain that QR technology is currently used in some of the parks and propose using it to tell the history of historical markers across College Station, tourist destinations, eateries, trails, and conservation areas. These markers are an interactive way to engage citizens in learning more about the features and history of our city and with an investment of resources and staff time for research, design, signage, and information campaign we can build a network of QR enabled areas.

6.2. Presentation, discussion, and possible action regarding the annual traffic contact report required by Senate Bill 1074 of the Texas 77th legislative session.

Billy Couch, Chief on Police, stated that this report is presented on a yearly basis in an effort to remain transparent to our community, the police department employs an independent consultant to analyze traffic contact data and develop this report. The report indicates that the department is in compliance with state law and continues to employ best practice strategies.

The most recent Texas Racial Profiling Law requires that police department perform data audits in order to validate the data being reported. Consistent with this requirement, the College Station Police Department has engaged del Carmen Consulting to perform these audits in a manner consistent with normative statistical practices. The audit performed has shown that the data is valid and reliable. Further, as required by law, this report also includes an analysis on the searches performed. This analysis includes information on whether contraband was found as a result of the search while controlling for race/ethnicity. The search analysis demonstrates that the police department is engaging in search practices consistent with national trends in law enforcement.

Chief Couch went on to state that the comprehensive analysis of the data included in this report demonstrates that the College Station Police Department has complied with the Texas Racial Profiling Law and all of its requirements. Further, the report demonstrates that the police department has incorporated a comprehensive racial profiling policy, currently offers information to the public on how to file a compliment or complaint, commissions quarterly data audits in order to ensure validity and reliability, collects and commissions the analysis of tier 2 data, and ensures that the practice of racial profiling will not be tolerated.

6.3. Presentation, discussion, and possible action on the naming of City facilities and symbols.

Councilmember Crompton recused himself from this item.

Jeff Capps, Deputy City Manager, stated that this item is requested by council to discuss the feasibility of naming or renaming several city owned sub-facilities after city elected officials or other notable individuals in the community. Specifically, the request was to look at renaming “The Green Room” meeting facility at Wolf Pen Creek Amphitheater, the renaming of the Northgate Pavilion, the renaming of the Lick Creek Nature Center, and renaming a sub-facility at Veterans Park. Also, to discuss the possibility of naming the podium in the Council Chambers after a former community member who often spoke at Council meetings. The current City policy was updated and adopted by Council in May of 2012.

A majority of Council requested a sub-committee consisting of Councilmembers Brick, Maloney, and Cunha to discuss the feasibility of naming and/or renaming several city owned sub-facilities.

7. CONSENT ITEMS

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

Items 7.5 and 7.8 were pulled from Consent for clarification.

(7.5): *Billy Couch*, Chief of Police, stated that crossing guards fall under the Police Department under State Law and all City Management Services, Inc is a provider of crossing guard services at local school zones. This company provides similar services in the City of Bryan and the contract submitted would provide for these services for the school zones in the City of College Station. The current coverage of the school zones creates a heavy demand for the police department. This contract removes the burden of school zone coverage from the police department, providing capacity for staff to cover other necessary demands.

(7.8): *Michael Ostrowski*, Planning and Development Director, stated that the zoning and development ordinance for the BioCorridor Planned Development District establishes a BioCorridor Board. The Board is comprised of representatives from the City of College Station, the City of Bryan, and the Texas A&M University System that are able to make subjective decisions and/or recommendations regarding appeals and waivers to District standards. The ordinance calls for the City Council to appoint three representatives from the City of College Station to the Board, including:

- One City Council member and
- Two Planning and Zoning Commissioners.

Mr. Ostrowki explained that Planning and Zoning Commission considered this item at their February 17, 2022 regular meeting and voted to recommend Melissa McIlhaney and Bobby Mirza to be the two Planning and Zoning representatives to the BioCorridor Board.

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

- **February 24, 2022 Council Meeting**

7.2. Presentation, discussion, and possible action regarding the second renewal of an Annual Price Agreement, through a contract with Titan Utility Services, for the dielectric testing of electric utility vehicles, tools, and personal protective equipment (PPE). The total recommended award is for an amount not to exceed \$132,052.

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

7.4. Presentation, discussion, and possible action regarding a construction contract with Elliott Construction in the amount of \$2,861,538 for the Carters Creek Wastewater Treatment Plant Lift Station and Force Main - Gravity Portion project and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

7.5. Presentation, discussion, and possible action on a contract for crossing guard services with All City Management Services, Inc, in an amount not to exceed \$108,356.

7.6. Presentation, discussion, and possible action on a five-year plotter and copier lease agreement with Ubeo, LLC for \$105,823.20.

7.7. Presentation, discussion, and possible action regarding approval of annual price agreements with C.C. Creations for \$75,000 and M&M Apparel for \$50,000 totaling an estimated annual not-to-exceed amount of \$125,000.

7.8. Presentation, discussion, and possible action regarding the appointment of Planning & Zoning Commission representatives to the BioCorridor Board.

7.9. Presentation, discussion, and possible action regarding Ordinance No. 2022-4337 consenting to and extending the Mayor's renewal of a disaster declaration due to a public health emergency.

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

8. REGULAR ITEMS

8.1. Public Hearing, presentation, discussion, and possible action on approving Ordinance No. 2022-4338 vacating and abandoning a 0.0604-acre portion of two 10-foot Public Utility Easements, said portion is centered along the shared property lines of 1531 & 1533 Pine Ridge Drive in the Parkway Plaza subdivision Phases 4 & 5, according to the plats recorded in Volume 372, Page 751 & Volume 373, Page 749, of the Deed Records of Brazos County, Texas.

Parker Mathews, Planning and Development, stated that the public utility easement abandonment is being requested by the applicant because of a desired change in the lot layout in this area. This originally platted easement is no longer needed in this location because the utilities have been relocated and the applicant desires to construct a building across the shared lot line. The 0.0604-acre public utility easement is 20' wide, centered between lots 1531 & 1533 Pine Ridge Drive.

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

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

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2022-4338, vacating and abandoning a 0.0604 acre portion of two 10-foot Public Utility Easements, said portion is centered along the shared property lines of 1531 & 1533 Pine Ridge Drive in the Parkway Plaza subdivision Phases 4 & 5, according to the plats recorded in Volume 372, Page 751 & Volume 373, Page 749, of the Deed Records of Brazos County, Texas. The motion carried unanimously.

8.2. Public Hearing, presentation, discussion, and possible action on Ordinance No. 2022-4339 Budget Amendment 2 amending Ordinance No. 2021-4286 which will amend the budget for the 2021-2022 Fiscal Year in the amount of \$6,943,000.

Michael DeHaven, Assistant Finance Director, stated that the proposed budget amendment is to increase the FY22 budget appropriations by \$6,943,000 for increases in the cost of FY22 Police vehicles, the addition of two vehicles for the Electric Underground Crew, and the advance purchase of the FY23 scheduled vehicle replacements and Police ammunition. This amendment also includes interfund transfers totaling \$6,407,000 that have no overall budget impact. The city has resources or can reasonably expect resources to cover the appropriations in this budget amendment. The summary has the complete description of the items included on the proposed budget amendment and a description of the interfund transfers. If approved, the net revised budget appropriations will be \$375,228,841.

FY22 Budget Amendment 2

- Budget Increase for Police Vehicles - \$245,000
- Electric Underground Crew Vehicles Purchase - \$240,000
- Advance Purchase of FY23 Replacement Vehicles - \$6,407,000 (Budget Amendment) and \$6,407,000 (Interfund Transfer)

- Advance Purchase of FY23 Police Ammunition - \$51,000

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

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

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2022-4339, Budget Amendment 2 amending Ordinance No. 2021-4286 which will amend the budget for the 2021-2022 Fiscal Year in the amount of \$6,943,000. The motion carried unanimously.

9. Council Calendar

Council reviewed the calendar.

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

Councilmember Nichols recognized the retirement of Troy Rother and his 18 years of service as College Station City Engineer.

Councilmember Maloney recognized Tree City USA for Parks and Emily Fisher for being awarded Engineer of the Year by the Brazos Chapter of Texas Society of Professional Engineers (TSPE).

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

Nothing to report.

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

Nothing to report.

13. Adjournment.

There being no further business, Mayor Mooney adjourned the Meeting of the City Council at 6:56 p.m. on Thursday, March 10, 2022.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

March 24, 2022

Item No. 8.2.

Presentation, discussion, and possible action on approving annual water meter purchases from Aqua Metric Sales Company through the Houston-Galveston Area Council (HGAC) contract (#WM09-20). Based on the attached contract unit pricing, the estimated annual expenditure for water meters is: \$179,629.98.

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approving annual water meter purchases from Aqua Metric Sales Company through the Houston-Galveston Area Council (HGAC) contract. The estimated annual expenditure for water meters is \$179,629.98

Relationship to Strategic Goals:

Financially Sustainable City
Core Services and Infrastructure

Recommendation(s): Staff recommends approval to purchase water meters from Aqua Metric Sales Company through the HGAC contract.

Summary: Water meters will be purchased, stocked in the Water/Wastewater inventory, and expensed as necessary for the ongoing water meter replacement program.

Aqua Metric Sales Company is the HGAC contract dealer for Sensus IPERL and OMNI water meters. Products and services offered through HGAC have been subjected to either the competitive bid or competitive proposal format based on Texas statutes under the Local Government Code Chapter 252.

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

Attachments:

1. Aqua Metric Sales Company - Quote



February 11, 2022

Aqua-Metric Sales Company

Kelsey VanCleave
16914 Alamo Pkwy Bldg 2 | SELMA, TX 78154-1492
Phone: (210) 967-6300 | Facsimile: (210) 967-6305

Quote for: City Of College Station

Attention:

Address: Attn: Accounts Payable, Po Box 9973

City, State, Zip: COLLEGE STATION, TX 77842-7973

Phone: (979) 764-3555

Email:

Quantity		Description		Unit Price	Line Total
75	EA	OMNIC11-2	1 1/2" OMNI C2 1000 USG	1,194.21	89,565.75
45	EA	OMNIC2	2" OMNI C2 1000 USG	1,377.93	62,006.85
6	EA	OMNIC3	3" OMNI C2 1000 USG	1,745.38	10,472.28
2	EA	OMNIC4	4" OMNI C2 1000 USG	3,031.44	6,062.88
2	EA	OMNIC6	6" OMNI C2 1000 USG	5,236.11	10,472.22
125	EA	TR/PLH	TR/PL HOUSING ASSEMBLY	8.40	1,050.00

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sales.
2. Quote is valid for thirty days.
3. Freight allowed on single orders exceeding \$10,000.00.
4. Net Thirty Days to Pay.
5. Returned production may be subject to a 25% restocking fee.
6. Sales Tax and/or Freight charges are approximated and may vary on final invoice.

Subtotal 179,629.98

Sales Tax 0.00

Total 179,629.98

March 24, 2022
Item No. 8.3.
Facilities Interlocal Agreement

Sponsor: Steve Wright

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action related to an Interlocal Agreement (ILA) between the College Station Independent School District and the City of College Station for joint facility use.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the ILA. CSISD school board approved the agreement in their February meeting.

Summary: In a shared effort to meet the needs of local youth, groups and community guests, the Parks & Recreation Dept. works with the College Station Independent School District to maximize space and use of the facility inventory. This ILA details available facilities and pricing agreements for both entities.

Budget & Financial Summary:

Attachments:

1. City of CS - CSISD Facility Use ILA 2.22

**INTERLOCAL AGREEMENT FOR JOINT USE OF FACILITIES
BETWEEN COLLEGE STATION INDEPENDENT SCHOOL DISTRICT
AND
THE CITY OF COLLEGE STATION, TEXAS**

THIS AGREEMENT is made and entered into by and between **COLLEGE STATION INDEPENDENT SCHOOL DISTRICT** (hereinafter referred to as "CSISD"), and the **CITY OF COLLEGE STATION, TEXAS**, (hereinafter referred to as the "City"), a Texas Home Rule Municipal Corporation. (CSISD and the City may be referred to hereinafter either individually as the "Party" or "Agency" or collectively as the "Parties" or the "Agencies".)

WHEREAS, CHAPTER 791 OF THE TEXAS GOVERNMENT CODE, also known as the **INTERLOCAL COOPERATION ACT**, (the "Act"), authorizes all local governments to contract with each other to provide a governmental function or service that each Party to the contract is authorized to perform individually and in which the contracting Parties are mutually interested, such as administrative functions, planning, parks and recreation and engineering; and

WHEREAS, the City is a Home-Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement pursuant to ARTICLE II, SECTION 5 OF ITS CITY CHARTER; and

WHEREAS, CSISD is an independent school district and is authorized to enter into this Agreement pursuant to the approval of its board of trustees; and

WHEREAS, the City and CSISD represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, the governing bodies of the City and CSISD are mutually interested in providing high quality programs for education and recreation activities (herein referred to as "**Programs**") for the citizens of College Station in a cost-effective manner; and

WHEREAS, full cooperation between the City and CSISD is necessary to achieve the best services for the citizens of College Station in a cost effective manner; and

WHEREAS, City and CSISD desire to facilitate cooperation by entering into an agreement for joint usage of City and CSISD facilities; and

WHEREAS, no separate entity will be created pursuant to this agreement; and

WHEREAS, the authority to administer this Agreement may be delegated by the City and CSISD to the City Manager and the Superintendent or their designees;

NOW THEREFORE, the City and CSISD herein enter into this Agreement pursuant to the above-named Act to authorize their representatives to cooperate by allowing the joint use of

areas and facilities (herein referred to collectively as “**Facilities**”) under the following terms and conditions:

Article I Term

- 1.1 The term of this Agreement shall be three (3) years commencing on the date upon which the Agreement is approved by both parties. Thereafter, this Agreement shall have a one time automatic renewal for an additional two (2) year term for a maximum term of five (5) years.
- 1.2 Any Party to this agreement may terminate its participation in this Agreement by providing sixty (60) days’ written notice. In the event of termination of this Agreement, compensation will be made to the Parties for all services performed to the date of termination.

Article II Facilities Usage

- 2.1 City and CSISD agree to joint usage of designated Facilities, listed in Exhibit “A”, owned by either Party, including, but not limited to, auditoriums, football fields, tracks, gymnasiums, cafeterias, banquet rooms, meeting rooms, restrooms, and parking areas. City Parks and Recreation Department and CSISD Superintendent shall create a list of all City and CSISD facilities that, the Parties agree, shall be subject to this Agreement and the Administrative Regulations contained herein. The list of facilities shall be attached and incorporated into this Agreement as Exhibit “A”. City Parks and Recreation Department and CSISD Superintendent may revise this list of designated facilities, in writing, as necessary, without the approval of each Party’s governing body.
- 2.2 All established Facility rules and regulations will apply to users from both Parties. Costs associated with the Program will be the responsibility of the Party using the Facility for the Program.
- 2.3 Each Agency shall be responsible for the maintenance, utilities and janitorial services for their own Facilities regardless of which Agency uses the Facility except as otherwise provided herein. The Party using the Facility shall be responsible for reasonable care and protection of the Facility and equipment provided for its Programs as well as for any damages that may occur as a result of these Programs, except for normal wear and tear.
- 2.4 Each Agency will submit to the other Agency no later than September 1st of each year, a schedule of proposed dates for the use of the Facilities for the next following calendar year.
- 2.5 Each Agency will have first priority for use of their respective Facilities.

- 2.6 Each Party shall receive an estimated cost of rentals and fees at the time of reservation. Each Party shall submit an invoice requesting payment at least fourteen (14) calendar days after the scheduled use of the facility, requesting payment for activities, products, and services provided. Payment(s) shall be made within thirty (30) calendar days of approval of the invoice.
- 2.7 The City shall be designated as a Group 3 for all events held for the benefit of the Bryan/College Station area and not for the purpose of generating profit.

Article III Fees and Payment

- 3.1 CSISD shall reimburse the City for use of City facilities as set forth in Exhibit "B".
- 3.2 City shall reimburse the CSISD for use of CSISD facilities as set forth in Exhibit "C".
- 3.3 Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.
- 3.4 Each Party shall submit an invoice requesting payment within fourteen (14) calendar days of the of the Program start date, requesting payment the facility provided. Payment(s) shall be made within thirty (30) calendar days of receipt of approved invoices.
- 3.5 City shall be charged as a "Group 3" for all events that are hosted for the benefit of citizens of the Bryan/College Station area. The Parties agree to negotiate fees associated with any event held with invitations sent outside the Bryan/College Station area or with the intent to make a profit.
- 3.6 Each Party may revise the fees established by this Agreement with forty-five (45) days notice to the other Party.

Article IV Indemnification

The City and CSISD each individually agree to hold the other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including but not limited to, all expenses of litigation, court costs, and attorney's fees, for injury or death of any person or damage to any property, arising out of or in connection with the facility use under this Agreement.

The Parties understand and agree that each Party is a "Governmental Unit" as that term is defined in Section 101.001(3) of the Texas Civil Practice Code. The Parties further understand and agree that they are entitled to the rights, protections, and limitations which Title 5 of the Texas Civil Practice and Remedies Code provides for Governmental Units, including the protections and limitations afforded under Chapter 101 of the Texas Civil Practice and Remedies Code. The Parties agree to indemnify and hold the other Party and

its elected officials, officers, trustees, directors, employees, volunteers, and agents harmless from claims, demands, causes of action, suits, damages, costs, and attorney fees, in favor of any third party, subject to the following: (a) the Party's obligation to indemnify extends only to those claims, demands, suits, causes of action, damages, costs, or attorney fees, which arise out of or are connected with their own acts or negligence; and (b) the Party's obligation to indemnify is subject to Title 5 of the Texas Civil Practice and Remedies Code. Notwithstanding anything which may be construed to the contrary herein, the Party's liability to indemnify will only exist to the extent and to the limits that it would itself otherwise be exposed to liability under Title 5 of the Texas Civil Practice and Remedies Code.

Article V Miscellaneous

- 5.1 This Agreement supersedes and cancels all prior oral or written undertakings, understandings, agreements or negotiations concerning the joint use of facilities the subject of this Agreement.
- 5.2 If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the Parties.
- 5.3 Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

College Station Independent School District
1812 Welsh
College Station, Texas 77840
Attn: Superintendent of Schools

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

- 5.4 It is understood that this Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, or understandings between the Parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.
- 5.5 No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of each Party.
- 5.6 This Agreement has been made under and shall be governed by the laws of the State of Texas.
- 5.7 Performance and all matters related thereto shall be in Brazos County, Texas.

- 5.8 Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective organizations.
- 5.9 Failure of either Party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of the Parties thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
- 5.10 The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- 5.11 This Agreement and the rights and obligations contained herein may not be assigned by either Party without the prior written approval of the other Party.
- 5.12 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on this the 15th day of FEBRUARY, 2022.

COLLEGE STATION INDEPENDENT SCHOOL DISTRICT

By: *MM*,
Superintendent, College Station Independent School District

STATE OF TEXAS
COUNTY OF BRAZOS

§
§
§

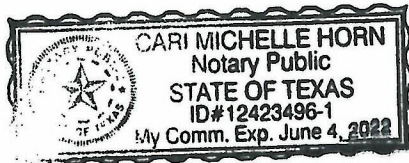
ACKNOWLEDGMENT

This instrument was acknowledged before me on the 15th day of FEBRUARY 2022, by MIKE MARTINDALE, in his capacity as **Superintendent of College Station Independent School District**, a political subdivision, on its behalf.

Cari Michelle Horn

Notary Public in and for the State of Texas

My Commission expires on: June 4, 2022



CITY OF COLLEGE STATION

By: _____
Mayor, City of College Station

Attest: _____
City Secretary

APPROVED:

City Manager

Date

City Attorney

Date

Asst. City Manager

Date

STATE OF TEXAS §

§

ACKNOWLEDGMENT

COUNTY OF BRAZOS §

§

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____, in his capacity as **Mayor** of the **City of College Station**, a Texas home-rule municipality, on behalf of said municipality.

Notary Public in and for the State of Texas

My Commission expires on: _____

Exhibit A Facilities List

High Schools:

A&M Consolidated – Auditorium & Cafeteria

College Station HS - Auditorium & Cafeteria

(Athletic facilities are available for special events only – not general use)

Middle Schools -

A&M Consolidated MS - Cafeteria

College Station MS - Cafeteria

Welborn MS - Cafeteria

(Athletic facilities are available for special events only – not general use)

Intermediate Schools (Cafeteria & Gymnasiums):

Pecan Trail – Cafeteria, Gymnasium

Cypress Grove – Cafeteria, Gymnasium

Oakwood – Cafeteria, Gymnasium

Elementary (Cafeteria & Gymnasiums):

College Hills

Riverbend

Creek View

Rock Prairie

Forest Ridge

Spring Creek

Greens Prairie

South Knoll

Pebble Creek

Southwood Valley

Other:

Natatorium

Exhibit B
City of College Station Facility Rental Fees

Pavilions- No fee

Pool rentals- 50% of regularly charged fee

Daily passes- 50% of regularly charged fee

Exhibit C

College Station Independent School District Facility Rental Fees

Fees:

City of College Station is under the following fee group:

Group 3 – Hosting events that are mainly for the BCS community and not for the purpose of generating a profit.

An exception is when City hosts events with invitations outside of the BCS area, fees are charged, and there is an intent to make a profit. Fees for these events will be negotiated based on the dates, times and facilities requested.

Elementary & Intermediate -

Monday thru Friday Group 3 and premise vacated by 9:30pm--No Fee Charged. If outside of those hours 50% of group 3 rates

Saturday-Sunday Group 3 – 50% of group 3 rates

Middle Schools –

Cafeteria is same as Elementary & Intermediate

Athletic facilities – negotiated based on the date, time and event.

High Schools –

Cafeteria – Same as elementary school

Auditorium – 50% of group 3 rates

Natatorium – CSISD fee schedule

****The above are rental fees only. If there is additional support required, the amounts will be added.**

March 24, 2022
Item No. 8.4.
Bullseye Site Services, LLC Franchise Agreement Ordinance

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with Bullseye Site Services, LLC 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 Bullseye Site Services LLC 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. 22300260 Bullseye Site Services LLC - Recyclables Franchise Agreement



CONTRACT#: 22300260 PROJECT#: N/A BID/RFP/RFQ#: N/A

Page 73 of 210

ORDINANCE NO. _____

RECYCLABLES COLLECTION FRANCHISE AGREEMENT

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

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

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

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

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

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ARTICLE I. DEFINITIONS

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

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

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

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

ARTICLE III. PAYMENT AND TERM

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

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

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

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

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

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

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

ARTICLE IV. ACCESS TO RECORDS & REPORTING

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

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

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

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

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

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

ARTICLE VII. COLLECTION AND TRANSPORT

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

ARTICLE VIII. PLACEMENT OF RECEPTACLES

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

ARTICLE IX. SERVICE COMPLAINTS

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

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

ARTICLE X. DISPOSAL AND PROCESSING

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

ARTICLE XI. VIOLATION AND PENALTY

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

ARTICLE XII. INSURANCE

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

ARTICLE XIII. INDEMNIFICATION AND RELEASE

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

ARTICLE XIV. DISPUTES AND MEDIATION

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

ARTICLE XV. GENERAL TERMS

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

15.2 Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of College Station	BULLSEYE SITE SERVICES, LLC
Attn: Michael Lucas, Fiscal Services	Attn: Cameron Blackwood, Owner
PO BOX 9960	1744 Country Rd. 119
College Station, TX 77842	Caldwell, TX 77836
mlucas@cstx.gov	cameron@bullseyesiteservices.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.

BULLSEYE SITE SERVICES, LLC

By: Cameron Blackwood

Printed Name: Cameron Blackwood

Title: Owner

Date: 2/2/2022

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

John A. Haislet

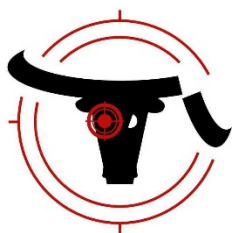
City Attorney
Date: 2/2/2022

Jim Curtis

Assistant City Manager/CFO
Date: 2/2/2022

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



BULLSEYE
SITE SERVICES

979-587-2021

30 Yard Dumpster

Cost/Pull (+tonnage @ \$32/ton)	\$315.00
Relocation	\$100.00

21 Yard Dumpster

Cost/Pull (+tonnage @ \$32/ton)	\$275.00
Relocation	\$100.00

17 Yard Dumpster

Cost/Pull (+tonnage @ \$32/ton)	\$275.00
Relocation	\$100.00

13 Yard Dumpster

Cost/Pull (+tonnage @ \$32/ton)	\$275.00
Relocation	\$100.00

EXHIBIT B. INSURANCE REQUIREMENTS

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

I. Standard Insurance Policies Required:

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

II. General Requirements Applicable to All Policies:

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

III. Commercial General Liability

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

IV. Business Automobile Liability

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

V. Workers' Compensation Insurance

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

EXHIBIT C. CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2022

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

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

PRODUCER J.S. Ward and Son, Inc. 101 South Fourth Street Artesia NM 88210-2177	CONTACT NAME: Terry Hummel PHONE (A/C, No, Ext): (575)746-2796 FAX (A/C, No): (575)746-4244 E-MAIL ADDRESS: terryh@jswardandson.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Penn-America Insurance Company</td> <td>32859</td> </tr> <tr> <td>INSURER B: Progressive County Mutual Ins Co</td> <td></td> </tr> <tr> <td>INSURER C: Texas Mutual Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Penn-America Insurance Company	32859	INSURER B: Progressive County Mutual Ins Co		INSURER C: Texas Mutual Insurance Company		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Bullseye Site Services, LLC Bullseye Roll Off Dumpsters, LLC 1744 County Rd 119 Caldwell TX 77836															

COVERAGES
CERTIFICATE NUMBER: 22.23 GL BA; 21.22 WC
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ Included
	☒ POLICY ☐ PRO-JECT ☐ LOC						Deductible \$ 500
	OTHER:						
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ Y	N/A	Y	0002070598	11/24/2021	11/24/2022
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

General Liability includes Additional Insured with Primary and Non-contributory as per written contract. Work Comp includes Blanket Waiver of subrogation as per written contract. Business Auto includes Scheduled Additional insured. Insured Vehicle: 2013 Ford F250 Pickup, s/n: 1FT7W2BT9DEA32275

CERTIFICATE HOLDER
CANCELLATION

City of College Station
PO Box 9960
College Station, TX 77842

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

AUTHORIZED REPRESENTATIVE

Anna Whitmire/TEH

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ACORD 25 (2014/01)

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INS025 (201401)

March 24, 2022

Item No. 8.5.

Jetsam Removals & Roll-Offs LLC 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 Jetsam Removals & Roll-Offs LLC 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 Jetsam Removals & Roll-Offs LLC 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. 223003~1

ORDINANCE NO. _____

RECYCLABLES COLLECTION FRANCHISE AGREEMENT

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

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

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

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

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

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ARTICLE I. DEFINITIONS

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

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

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

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

ARTICLE III. PAYMENT AND TERM

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

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

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

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

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

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

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

ARTICLE IV. ACCESS TO RECORDS & REPORTING

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

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

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

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

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

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

ARTICLE VII. COLLECTION AND TRANSPORT

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

ARTICLE VIII. PLACEMENT OF RECEPTACLES

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

ARTICLE IX. SERVICE COMPLAINTS

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

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

ARTICLE X. DISPOSAL AND PROCESSING

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

ARTICLE XI. VIOLATION AND PENALTY

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

ARTICLE XII. INSURANCE

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

ARTICLE XIII. INDEMNIFICATION AND RELEASE

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

ARTICLE XIV. DISPUTES AND MEDIATION

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

ARTICLE XV. GENERAL TERMS

- 15.1 Performance.** Contractor, its employees, associates, or subcontractors shall perform all the services in a professional manner and be fully qualified and competent to perform those services.
- 15.2 Termination.**
- a. For Convenience.** At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' written notice. City shall be compensated for outstanding Franchise Fees.
 - b. For Cause.** City may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.
 - c. Hearing.** This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.
- 15.3 Venue.** This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
- 15.4 Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.
- 15.5 Taxes.** The City is tax exempt and is not responsible for the payment of any taxes.
- 15.6 Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.
- 15.7 Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

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

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

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

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

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

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

City of College Station	Jetsam Removals & Roll-offs LLC
Attn: Michael Lucas, Fiscal Services	Attn: Kevin R. Caffey
PO BOX 9960	609 E 32 nd St.
College Station, TX 77842	Bryan, TX 77803
mlucas@cstx.gov	kcaffey12@gmail.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.

JETSAM REMOVALS & ROLL-OFFS LLC

CITY OF COLLEGE STATION

By: _____

Printed Name: Kevin R. Caffey

Title: Owner

Date: _____

By: _____

Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A. SCHEDULE OF RATES

- I. Contractor's base rate for pull and dump of one 17 cubic yard dumpster is \$400.00 and may vary based on type of waste and weight, or if there are any items in the dumpster that Contractor is charged for at the landfill. Additionally, the rate may increase, depending on a variety of conditions, including but not limited to:
- a. Location of Customer
 - b. Impact on Existing Routes
 - c. Ingress and Egress Capabilities
 - d. Special Requests by Customers
 - e. Frequency of Collections
 - f. Volume of Materials
 - g. Type of Materials
 - h. External Contributing Conditions of Market Costs

EXHIBIT B. INSURANCE REQUIREMENTS

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

I. Standard Insurance Policies Required:

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

II. General Requirements Applicable to All Policies:

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

III. Commercial General Liability

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

IV. Business Automobile Liability

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

V. Workers' Compensation Insurance

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

EXHIBIT C. CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/18/2022

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED JETSAM REMOVALS & ROLL-OFFS LLC 609 E 32ND ST BRYAN, TX 77803-4614		INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
189-549-9		NAIC # 13935	

COVERAGES

CERTIFICATE NUMBER: 21

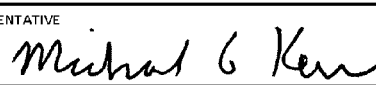
REVISION NUMBER: 0

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	N	9918509	07/24/2021	07/24/2022	EACH OCCURRENCE
	DAMAGE TO RENTED PREMISES (Ea occurrence)						
	MED EXP (Any one person)						
	PERSONAL & ADV INJURY						
	GENERAL AGGREGATE						
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PRO-JECT ☐ LOC							\$1,000,000
	OTHER:						\$100,000
							EXCLUDED
							\$1,000,000
							\$2,000,000
							\$2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO	Y	N	9918509	07/24/2021	07/24/2022	COMBINED SINGLE LIMIT (Ea accident)
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						
	HIRED AUTOS ONLY ☐						
	BODILY INJURY (Per person)						
	BODILY INJURY (Per accident)						
							PROPERTY DAMAGE (Per accident)
A	☒ UMBRELLA LIAB ☒ OCCUR	N	N	9918510	07/24/2021	07/24/2022	EACH OCCURRENCE
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE
	DED ☐ RETENTION						
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A	Y	1806588	07/24/2021	07/24/2022	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT						
	E.L. DISEASE - EA EMPLOYEE						
	E.L. DISEASE - POLICY LIMIT						

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

CERTIFICATE HOLDER**CANCELLATION**

189-549-9 CITY OF COLLEGE STATION PO BOX 9960 COLLEGE STATION, TX 77842-7960	21 0	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: 189-549-9

LOC #

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED JETSAM REMOVALS & ROLL-OFFS LLC	
POLICY NUMBER SEE CERTIFICATE # 21.0		609 E 32ND ST BRYAN, TX 77803-4614	
CARRIER SEE CERTIFICATE # 21.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 21.0	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED ALSO INCLUDE: CITY OF COLLEGE STATION, ITS EMPLOYEES, AGENTS, VOLUNTEERS, AND OFFICIALS.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - GRANTOR OF FRANCHISE ENDORSEMENT.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER WHERE PERMITTED BY STATE STATUTE.
GENERAL LIABILITY COVERAGE CONTAINS CG 25 03 DESIGNATED CONSTRUCTION GENERAL AGGREGATE LIMIT ENDORSEMENT APPLICABLE TO EACH CONSTRUCTION PROJECT AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT.
FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

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

A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:

Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:

1. To "loss" which occurs prior to the date of your contract with such person or organization;
2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

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
LIQUOR 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 your 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 that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

Each construction project as required by written contract or written agreement.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

FEDERATED MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - GRANTOR OF FRANCHISE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

CITY OF COLLEGE STATION
PO BOX 9960
COLLEGE STATION TX 77842

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 their vicarious liability, as grantor of a franchise to you, for damages because of "bodily injury", "property damage" or "personal and advertising injury" solely caused by the Named Insured's acts or omissions.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law;
2. The person(s) or organization(s) shown in the schedule do not qualify as an additional insured with respect to the independent acts or omissions of such person(s) or organization(s); and
3. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

CAFFEY & SONS, LLC
609 E 32ND ST
BRYAN TX 77803

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

TEXAS WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT

This endorsement, effective on 07/24/2021 at 12:01 A.M. standard time, forms a part of

Policy No. 1806588

Issued to Caffey & Sons, LLC

Issued by Federated Mutual Insurance Company

Endorsement No. 1

Authorized Representative

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:

3. Premium:

The premium charge for this endorsement shall be _____ 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**

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED AMENDMENT OF CANCELLATION PROVISIONS

All Coverage Parts included in this policy are subject to the following conditions:

If we cancel this policy, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

SCHEDULE

Name and Address of Person(s) Or Organization(s): CITY OF COLLEGE STATION PO BOX 9960 COLLEGE STATION, TX 77842-7960
Number of days advance notice for any reason other than non-payment of premium: 30
Number of days advanced notice for non-payment of premium: See Common Policy Conditions

Insured:

CAFFEY & SONS, LLC
609 E 32ND ST
BRYAN, TX 77803-4614

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IL-F-50 (04-13)

Policy Number: 9918509

Transaction Effective Date: 02/18/2022

March 24, 2022
Item No. 8.6.
Francis Drive at Foster Drive No Parking Ordinance

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an ordinance amending Chapter 38 "Traffic and Vehicles" Article VI "Traffic Schedules", Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time," by removing parking at the intersection of Francis Drive and Foster Avenue.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

Recommendation(s): Staff recommends approval.

Summary: There were safety concerns raised about the sight distance at the intersection when approaching the intersection moving Northbound on Foster Ave. After a sight distance investigation of the intersection was conducted, a public meeting was held at City Hall. No residents attended and only one response was received via email from the nearby area of residents. The one response was the owner of the property on the corner of Foster Avenue and Francis Drive and was concerned about eliminating the street parking in front of her property.

Budget & Financial Summary: The "NO PARKING" signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operations budget.

Attachments:

1. No Parking Map
2. No Parking Ordinance Form

Proposed Parking Removal on Francis Drive at Foster Avenue

3/24/22



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE VI “TRAFFIC SCHEDULES,” SECTION 38-1014 “TRAFFIC SCHEDULE XIV, NO PARKING HERE TO CORNER AND NO PARKING AT ANY TIME,” BY TEMPORARILY REMOVING PARKING ON THE SOUTH SIDE OF FRANCIS DRIVE 170 FEET FROM THE INTERSECTION WITH FOSTER AVENUE, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1014 “Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar (\$1.00) and not more than two thousand dollars (\$2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Chapter 38, “Traffic and Vehicles,” Article VI. “Traffic Schedules”, Section 38-1014 “Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time,” is hereby amended to include as follows:

<i>Traveling on</i>	<i>Between</i>	<i>Travel Direction</i>	
Francis Drive	Foster Avenue and Miner Drive	East	No parking here to corner

March 24, 2022

Item No. 8.7.

Purchase of Advanced Metering Infrastructure (AMI) Meters

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the purchase of Advanced Metering Infrastructure (AMI) meters for Electric warehouse inventory stock from Landis+Gyr Technology, Inc. for an amount not to exceed \$223,632.

Relationship to Strategic Goals:

Core Services and Infrastructure
Financially Sustainable City

Recommendation(s): Staff recommends approval of purchasing AMI meters for inventory stock for new installations and repairs to existing meters.

Summary: On February 10, 2020, City Council approved Contract No. 20300313 with Landis+Gyr Technology, Inc. (Landis+Gyr) to support the Electric Department's Automated Metering Infrastructure (AMI) and Meter & Operational Data Management (MODM) System Implementation project. Landis+Gyr is the manufacturer of the AMI meters supplied for the project and is honoring the contract's unit pricing for the purchase of additional meters for Electric warehouse inventory. This inventory purchase will support new services for developments and replacement meters for projects anticipated through FY24 in order to mitigate the extended lead times resulting from supply chain issues.

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

Attachments:

1. C20300313 FY 2022 Purchase Support

**C#20300313 Landis Gyr Inc.
Advanced Metring Infrastructure**

Vendor:

Landis+Gyr (#5062)

Ship to:

CSU 1601 Graham

Qty	Line Item Description	Unit Price	Cover Adder	Unit Price	Extended Price
1920	2s - HGA10YA1-0DM5-700U	\$ 103.15	\$ 3.00	\$106.15	\$203,808.00
16	4s - XC3Q0HEM0100-0DM5U	\$ 236.00		\$236.00	\$3,776.00
48	16s - XC0K0HEM0100-0DM5U	\$ 236.00		\$236.00	\$11,328.00
20	9s - XC000HEM0100-0DM5U	\$ 236.00		\$236.00	\$4,720.00
Total of Fy 2022 Purchase					\$223,632.00

March 24, 2022

Item No. 8.8.

Presentation, discussion, and possible action for the renewal of a contract for Water Meter Reading Services, to Alexander's Contract Services, Inc. for an amount not to exceed \$300,000 for one year.

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action for the renewal of a contract for Water Meter Reading Services, to Alexander's Contract Services, Inc. for an amount not to exceed \$300,000 for one year.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends City Council approve the contract renewal one for Alexander's Contract Services, Inc. for Water Meter Reading Services, for an amount not to exceed \$300,000.

Summary: The City Council approved the initial Contract for Meter Reading Services on March 25, 2021, as a result of RFP#21-010.

This contract renewal is for one year with a not-to-exceed amount of \$300,000. This is the first contract renewal of two possible one-year renewals.

Alexander's Contract Services, Inc. has provided meter reading services to municipalities, water districts and other utility companies since 1968. The City of College Station has utilized Alexander's services since 2016, for daily meter reading services and "Connect and Disconnect Work Orders" during heavy move-in and move-out periods revolving around the college semesters.

This contract renewal encompasses a cost increase of Meter reading of twenty cents (\$0.20) per meter, a complete reduction of approximately 44,500 electric meters due to the implementation of the Advanced Metering Infrastructure Project (AMI), and a cost reduction/savings of approximately \$148,065.58. The contracted not-to-exceed amount for this renewal is \$300,000. The previous contract amount was \$448,068.58.

Budget & Financial Summary: Funds are budgeted and available in the Utility Customer Service budget.

Attachments:

1. 21300361R1 Alexanders Contract Services



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 21300361R1 PROJECT#: _____ BID/RFP/RFQ#: 21-010

Project Name / Contract Description: Meter Reading of Electric and Water Meters

Name of Contractor: Alexander's Contract Services, Inc

CONTRACT TOTAL VALUE: \$ 300,000.00

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

Debarment Check ☐ Yes ☒ No ☐ N/A

Section 3 Plan Incl. ☐ Yes ☒ No ☐ N/A

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

Buy America Required ☐ Yes ☒ No ☐ N/A

Transparency Report ☐ Yes ☒ No ☐ N/A

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

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

Renewal #1 of two possible one-year renewals

Funds are budgeted and available in the Utility Customer Service Budget

CRC Approval Date*: 02/08/21 ^{2/24/22} (If required)* Council Approval Date*: 3/24/22 Agenda Item No*: _____

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

Insurance Certificates: _____ Performance Bond: NA Payment Bond: NA Info Tech: _____

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

NA

MAYOR (if applicable)

DATE

NA

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

February 28, 2022

ATTN: Mr. Mark Hibshman
Alexander's Contract Services
8655 Morro Rd., Ste. #C
Atascadero, CA 93422

RE: Contract No. 21300361 ("Contract"), Renewal No. 1 and Letter Amendment No. 1

Dear Mr. Hibshman,

The City of College Station ("City") and you, acting on behalf of Alexander's Contract Services, agree to make certain changes to the above-referenced Contract, and renew the Contract for a new term beginning March 25, 2022, through March 24, 2023.

Both parties agree that due to the completion of the City's Advance Metering Infrastructure project, electric meter reading services is no longer a requirement of this Contract, resulting in a reduction of approximately 44,500 electric meter units being read. Therefore, both parties agree to renew the Contract for water meter reading services only, with an estimated total number of 28,675 meters, by amending the annual Contract amount and the meter read cost per unit by amending the following sections of the Contract as follows:

A. Section 1.01 of the Contract is amended in its entirety to read as follows:

1.01 Consideration. In consideration for the services performed in the Scope of Services and Contractor's Completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed Three Hundred Thousand and No/100 Dollars (\$300,000.00).

B. **Exhibit B, Payment Schedule.** The Schedule of Payment is amended to read in its entirety as follows:

Meter Reading Services (Water).....\$0.83 per unit
Additional "Peak Time" Meter Reading Services.....\$1.22 per unit

(Revised Exhibit B is attached hereto and fully incorporated)

Both parties agree that all other terms and conditions as set forth in the Contract remain unchanged.

By signature below, both parties indicate their written mutual acceptance of this amendment in accordance with the terms of the Contract.

Sincerely,



Robyn Forsyth

Buyer for City of College Station
979-764-3437



**ALEXANDER'S CONTRACT
SERVICES**

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF COLLEGE STATION

By: _____
City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

Attachment:

- Exhibit B – Payment Schedule (Revised Renewal #1)

EXHIBIT B PAYMENT SCHEDULE

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

Invoice amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

Schedule of Payment for each phase:

Standard Services

Meter Reading Services (Water)	\$0.83 per unit
Additional"Peak Time" Meter Reading Services	\$1.22 per unit

- ACS offers a Net 10/ 1 1/2 % (one- and one-half percent) discount of invoice payments
- Pricing will remain in effect for one year. Years 2 and 3 will not increase in an amount greater than 2% each year annually. All above pricing are inclusive of hourly pricing and out-of-pocket expenses.
- Unit pricing is based upon reading water and electric at the same premise, single meter water and electric accounts, apartment metered accounts, TOU, Demand, touch read, and radio as specified in the RFP.
- Pricing reflects use of Alexander's own hardware and software solution to read the City of College Station water and electric meters and creates a compatible interface file to the City of College Station back-end billing system.
- Pricing includes a meter reading accuracy error rate equal to or less than 99% of reads taken.
- Pricing includes the photo verification of double high and negative reads at the time the read is "out of range".
- Costs include providing City of College Station access to the Cloud SST web-based meter reading product.

Contract No. 2130361
General Service Contract
CRC 02-08-2021

C#21300361R1 Proposed Price Increase with reduction in Contract Value

C#22300361 Alexander Contract Services

CONTRACT AWARDED PRICING				
DESCRIPTION	QTY	UNIT PRICING	MONTHLY TOTAL	ANNUAL TOTAL
METER READING SVCS	72,128.00	\$ 0.63	\$ 45,440.64	\$ 545,287.68
(SINGLE METER WATER & ELECTRIC ACCTS; APT METERED ACCOUNTS; DUAL METER ACCOUNTS AS WELL AS METERS W/ TOUCH READ AND RADIO)				
SET UP FEE (One-time Charge)	N/A	N/C	N/C	N/C
ADDITIONAL SERVICES				
Meter Reading Services to provide Additonal Reading Svcs assistance during Peak Move In and Move Out Months (May, July, and August)	TBD	\$ 1.22	TBD	TBD

Renewal 1 Proposed Pricing					
UNIT PRICING	MONTHLY TOTAL	ANNUAL TOTAL		\$ diff	% Diff
\$ 0.83	\$ 59,866.24	\$ 718,394.88		\$ 0.20	31.746%
N/C	N/C	N/C			
\$ 1.22	TBD	TBD			

Reduced Quantity of Meters Renewal

DESCRIPTION	QTY	UNIT PRICING	MONTHLY TOTAL	ANNUAL NTE
METER READING SVCS	28,675.00	\$ 0.63	\$ 18,065.25	\$ 300,000.00
(SINGLE METER WATER & ELECTRIC ACCTS; APT METERED ACCOUNTS; DUAL METER ACCOUNTS AS WELL AS METERS W/ TOUCH READ AND RADIO)				
SET UP FEE (One-time Charge)	N/A	N/C	N/C	N/C
ADDITIONAL SERVICES				
Meter Reading Services to	TBD	\$ 1.22	TBD	TBD

Renewal 1 Proposed Pricing w/ Reduced Qty of Meters

UNIT PRICING	MONTHLY TOTAL	ANNUAL TOTAL	ANNUAL NTE	\$ diff	% Diff
\$ 0.83	\$ 23,800.25	\$ 285,603.00	\$ 300,000.00	\$ 0.20	31.746%
N/C	N/C	N/C			
\$ 1.22	TBD	TBD			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2022

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

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

PRODUCER Leavitt Coastal Valley Insurance Services, Inc License #0598871 204 E. Enos Dr Suite B Santa Maria CA 93454	CONTACT NAME: Carmen Trejo PHONE (A/C, No, Ext): (805) 925-8607 FAX (A/C, No): (805) 928-7210 E-MAIL ADDRESS: carmen-trejo@leavitt.com														
INSURED Alexander's Contract Services, Inc. Alexander's Meter Reading Solutions 8655 Morro Rd. Ste. C Atascadero CA 93422	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Depositors Insurance Company</td> <td>42587</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C: Texas Mutual Workers Comp Insurance</td> <td>22945</td> </tr> <tr> <td>INSURER D: Lloyd's of London</td> <td>85202</td> </tr> <tr> <td>INSURER E: Landmark American Insurance Company</td> <td>33138</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Depositors Insurance Company	42587	INSURER B: Federal Insurance Company	20281	INSURER C: Texas Mutual Workers Comp Insurance	22945	INSURER D: Lloyd's of London	85202	INSURER E: Landmark American Insurance Company	33138	INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: 22/23 TX

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	☒	☒	ACP3029605060	1/17/2022	1/17/2023	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY	☒	☒	ACP3029605060	1/17/2022	1/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR			7818-67-80	1/17/2022	1/17/2023	EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 10,000,000
	☐ DED ☐ RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐	☒	0001318418	1/17/2022	1/17/2023	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	TECH CYBER LIABILITY			WG00005810AA	8/27/2021	8/27/2022	LIMIT 2,000,000
E	PROFESSIONAL LIABILITY			LHR842764	4/7/2021	4/7/2022	LIMIT 2,000,000

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

Professional Liab Retro active date: 2/16/2017; City of College Station are included as Additional Insureds with primary and non-contributory wording as respects to General Liability and Auto Liability. Waiver of Subrogation applies to General Liability and Workers Compensation per attached forms. All forms apply when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of College Station Attn: Risk Management 1101 Texas Avenue College Station, TX 77840	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Carmen Trejo/CATREJ
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ACORD 25 (2014/01)

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INS025 (201401)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - GOLD

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 Employee – Officer, Managers and Supervisors
- 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. Rental Reimbursement Coverage
- Q. Expanded Transportation Expense
- R. Extra Expense – Stolen Autos
- S. Physical Damage Limit of Insurance
- T. New Vehicle Replacement Cost
- U. Physical Damage Coverage Extension
- 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 Lock Out
- Z. Cancellation Condition

**COMMERCIAL AUTO
AC 70 05 03 16**

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 180th 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 \$2,500 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 the 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 \$500 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 \$250 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 \$500 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 – OFFICERS, MANAGERS, AND SUPERVISORS

The Fellow Employee Exclusion in SECTION II – COVERED AUTOS LIABILITY COVERAGE is replaced as follows:

- A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

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 \$100,000. 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. \$100 for a covered "auto" you own of the private passenger type, or
 - b. \$500 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

COMMERCIAL AUTO
AC 70 05 03 16

- 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.
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. RENTAL REIMBURSEMENT COVERAGE

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - b. The number of days shown in the Schedule.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred.
 - b. \$75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III – PHYSICAL DAMAGE COVERAGE Coverage Extension.

Q. 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 incurred 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".

R. EXTRA EXPENSE – STOLEN AUTOS

The following paragraph is added to Coverage Extensions 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

S. 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. \$1500 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 equip-

ment 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.

T. 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 previ-

**COMMERCIAL AUTO
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ously titled and which you purchased less than 365 days before the date of the "loss".

U. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 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.

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 Conditions 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:

**COMMERCIAL AUTO
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If we cancel for any reason other than non-payment 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.

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 your 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 that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY COVERAGE ENHANCEMENT ENDORSEMENT INCLUDING MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended as follows:

1. Paragraph (2)(a) of Exclusion **g. Aircraft, Auto Or Watercraft** is replaced with:
 - (a) Less than 51 feet long; and
2. The following is added to Exclusion **j. Damage To Property**:
 - (a) Paragraphs (3) and (4) does not apply to “property damage” to borrowed equipment while not in use, while at the insured’s premises or a job site; or
 - (b) Paragraph (4) does not apply “property damage” to customers goods while on the insured’s premises for the purpose of being worked on or used in a manufacturing process.

Limit of Insurance - The most we will pay for damages for “property damage” coverage provided by this coverage in any one “occurrence” is \$10,000.

Deductible - Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$500. We will pay the deductible amount to effect settlement of any claim or “suit” and, upon notification of this action having been taken, you shall promptly reimburse us for the deductible as has been paid by us. This insurance is excess over any other valid and collectible insurance.

3. The last paragraph of **2. Exclusions** is replaced with:

If **Damage To Premises Rented To You** is not otherwise excluded, exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you rented to you or temporarily occupied by you

with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance.**

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended as follows:

1. Paragraph **1. b.** is replaced with:
 - b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. Paragraph **1. d.** is replaced with:
 - d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED is amended as follows:

1. Paragraph **3. a.** is replaced with:
 - a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. The following is added:
 - 4. Additional Insured – Automatic Status When Required In An Agreement With You**

Who Is An Insured includes person(s) or organization(s) described in Paragraphs **a.** – **i.** below with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

- a. Co-Owners Of Insured Premises** – with respect to their liability as co-owner of the premises.

However, their status as additional insured under this policy ends when you cease to co-own such premises with that person or organization.

- b. Controlling Interest** – with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

However, their status as additional insured under this policy ends when they cease to have such controlling interest.

- c. Grantor of Franchise or License** – with respect to their liability as grantor of a franchise or license to you.

However, their status as additional insured under this policy ends:

- (1) when their contract or agreement with you granting the franchise or license ends or expires; or
- (2) when your license is terminated or revoked prior to expiration of the license as stipulated by the contract or agreement.

- d. Lessors of Leased Equipment** – with respect to their liability for “bodily injury”, “property damage” or “personal and advertising injury” caused in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment ends.

- e. Managers, or Lessors of Premises** – with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to you.

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises.

Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

- f. Mortgagee, Assignee, or Receiver** – with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new constructions, and demolition operations performed by or for that person or organization.

However, their status as additional insured under this policy ends when their status as mortgagee, assignee, or receiver ends.

- g. Owners or Other Interest from Whom Land has been Leased** – with respect to their liability arising out of the ownership, maintenance, or use of that part of the land leased to you.

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to lease the land; or
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to lease that land.

- h. State or Political Subdivisions – Permits Relating to Premises** – with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies:

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal

holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

- (2) The construction, erection, or removal of elevators; or
- (3) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

- i. **Vendors** – but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the

manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing, or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs d. or f.; or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

With respect to the insurance afforded to such additional insureds **a. – d.** described above the following is added to the **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

However, this insurance afforded to such additional insureds **a. – i.** described above:

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

SECTION III – LIMITS OF INSURANCE

1. The following is added to Paragraph 2:

The General Aggregate Limit applies separately to each of your “locations” owned by or rented to you or temporarily occupied by you with the permission of the owner.

2. Paragraph 6. is replaced with:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or sprinkler leakage, while rented to or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

3. Paragraph 7. is replaced with:

7. Subject to 5. above, the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of “bodily injury” sustained by one person.

This coverage does not apply if Coverage **C - Medical Payments** is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is amended to include:

e. Knowledge of an “occurrence”, offense, claim or “suit” by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an “occurrence”, offense, claim or “suit” from the agent or employee.

2. Paragraph **b. Excess Insurance (1) (b) (ii)** of condition 4. **Other Insurance** is replaced with:

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

3. **Condition 6. Representations** is amended to include:

d. Your failure to disclose all hazards or prior “occurrences” or offenses existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior “occurrences” or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

4. **Condition 8. Transfer Of Rights Of Recovery Against Others To Us** is amended to include:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”.

5. The following condition is added:

10. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

SECTION V – DEFINITIONS

1. Definition 3. “Bodily Injury” is replaced with:

3. “Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright

or death resulting from any of these at any time.

2. The following definition is added:

“Location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

All terms and conditions apply unless modified by this endorsement.

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 1/17/22 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001318418 of Texas Mutual Insurance Company effective on 1/17/22

Issued to: ALEXANDER'S CONTRACT SERVICES INC



Authorized representative

This is not a bill

NCCI Carrier Code: 29939

1/11/22

March 24, 2022

Item No. 8.9.

**Contract 21300273 Change Order No. 2 with PowerGrid Services for Spring Creek Substation
Ring Bus Modification**

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding a second change order to Contract 21300273 with PowerGrid Services for the ring bus modification work for the Spring Creek Substation. The total recommended change order amount is not to exceed \$107,484.38, which brings the contract total to \$2,497,319.63 for the project.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the second and final change order of this construction contract with PowerGrid Services for an amount not to exceed \$107,484.38.

Summary: The second and final change order of contract 21300273 includes three additional items that were not part of the original scope of work with PowerGrid Services. Item No. 1 is for additional acceptance testing of substation equipment and is at the request of College Station. Item No. 2 is for the purchase of SEL communication cables for the substation control house and is at the request of College Station. Item No. 3 is for PowerGrid Services' civil crew to be on standby longer than originally anticipated for the final phase of construction.

Budget & Financial Summary: Funds are available in the Electric CIP budget.

Attachments:

1. PowerGrid Contract 21300273 CO#2 Form
2. Spring Creek - CO #2-1 - JBT Additional Testing
3. Spring Creek - CO #2-2 - Additional SEL Cables
4. Spring Creek - CO #2-3 - Downtime from SEL Testing

CHANGE ORDER NO.		DATE: February 14th, 2022		Contract No. 21300273		
PO No. 21-201850		PROJECT: Spring Creek Substation Ring Bus Modification				
OWNER:			CONTRACTOR:			
City of College Station P.O. Box 9960 College Station, Texas 77842			PowerGrid Services 2350 Hwy 31 NW Hartselle, AL 35640			
			Ph: 770-329-9163 Fax:			
PURPOSE OF THIS CHANGE ORDER:						
A. COCS asked for additional acceptance testing for substation equipment						
B. COCS asked that the communication cables for the control house be ordered by Gridtech.						
C. Gridtech 7 man civil crew standby downtime due to the outage sustatining longer than anticipated.						
ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	Testing	Additional acceptance testing provided by JBT	\$52,053.60			\$52,053.60
2	Cables	Order of SEL commuication cables for the project	\$16,352.93			\$16,352.93
3	Downtime	Downtime of civil crew due to prolonged outage	\$39,077.85			\$39,077.85
					TOTAL	\$107,484.38
THE NET AFFECT OF THIS CHANGE ORDER IS 4.49 % <u>INCREASE</u> .						
LINE 1 (acct./work order number)			\$52,053.60			
LINE 2 (acct./work order number)			\$16,352.93			
LINE 3 (acct./work order number)			\$39,077.85			
TOTAL CHANGE ORDER			<u>107,484.38</u>			
ORIGINAL CONTRACT AMOUNT			\$2,372,512.63			
CHANGE ORDER NO. 1			17,322.62			
CHANGE ORDER NO. 2			<u>\$107,484.38</u>			
REVISED CONTRACT AMOUNT			<u>\$2,497,319.63</u>			
			0.73% % CHANGE			
			4.53% % <u>CHANGE</u>			
			5.26% % TOTAL CHANGE			
ORIGINAL CONTRACT TIME			365 Days			
Time Extension No. 1			Days			
Revised Contract Time			<u>365</u> Days			
SUBSTANTIAL COMPLETION DATE			15-May-22			
REVISED SUBSTANTIAL COMPLETION DATE						
APPROVED						
_____			_____			
A/E CONTRACTOR		Date	DEPARTMENT DIRECTOR		Date	
_____			_____			
CONSTRUCTION CONTRACTOR		Date	ASST CITY MGR - CFO		Date	
_____			_____			
PROJECT MANAGER		Date	CITY ATTORNEY		Date	
_____			_____			
CITY ENGINEER		Date	CITY MANAGER		Date	
_____			_____			



CHANGE ORDER FORM						
Description	Qty	UOM	Labor	Equipment	Material/Sub	Total Price
JBT perform SEL Scope of work at request of COCS	1	LOT	\$0.00	\$0.00	\$29,224.00	\$29,224.00
JBT perform expanded DC testing, functional and secondaries for Bay #2 and Bay #3	1	LOT	\$0.00	\$0.00	\$10,165.00	\$10,165.00
JBT perform expanded DC testing, functional and secondaries for Bay #1	1	LOT	\$0.00	\$0.00	\$5,875.00	\$5,875.00
Gridtech Overhead Markup on Subcontractor (15%)	1	LOT	\$0.00	\$0.00	\$6,789.60	\$6,789.60
Total						\$52,053.60
GridTech Signature _____ Date _____ Approved By Signature: _____ Date _____ Josh Hoehne _____ 2/2/2022 _____						



11-01-2021

Change Order#1

ATTN: Chuck File

Subject: Additional cost due to expanded scope of work as requested by Client.

Scope of Work

Perform DC operational/function testing for the Spring Creek Project.

Costs

The budgetary estimate to perform this additional work will be \$29,224.00.

Sincerely,

Jeremy Swanton

VP Relay/Field Services Operations

Jeremy.swanton@jblelectric.com

Jeremy.swanton@quantaservices.com

713-299-8431



11-30-2021

Change Order#2

ATTN: Chuck File

Subject: Additional cost due to expanded scope of work as requested by Client.

Scope of Work

Perform DC operational, Functional testing and Secondaries for (8) Feeder Breaker VCB's, (2) Tie Breaker VCB's and (1) Main Breaker VCB.

Costs

The budgetary estimate to perform this additional work will be \$10,165.00

Sincerely,

Jeremy Swanton

VP Relay/Field Services Operations

Jeremy.swanton@jbtelectric.com

Jeremy.swanton@quantaservices.com

713-299-8431



01-04-2022

Change Order#3

ATTN: Chuck File

Subject: Additional cost due to expanded scope of work as requested by Client.

Scope of Work

Perform DC operational, Functional testing and Secondaries for (6) VCB's associated with T-1.

Costs

The budgetary estimate to perform this additional work will be \$5,875.00

Sincerely,

Jeremy Swanton

VP Relay/Field Services Operations

Jeremy.swanton@jbtelectric.com

Jeremy.swanton@quantaservices.com

713-299-8431



CHANGE ORDER FORM						
Description	Qty	UOM	Labor	Equipment	Material/Sub	Total Price
SEL additional Cables (Order #00124089) - cables not provided on RFP cable list	1	LOT	\$0.00	\$0.00	\$1,164.20	\$1,164.20
SEL additional Cables (Order #SO-1795770) - cables not provided on RFP cable list	1	LOT	\$0.00	\$0.00	\$8,435.70	\$8,435.70
Labor for Installation of cables (\$82.23 per man hour)	80	HR	\$6,578.40	\$0.00	\$0.00	\$6,578.40
Gridtech Overhead Markup on materials (15%)	1	LOT	\$0.00	\$0.00	\$174.63	\$174.63
Total						\$16,352.93

GridTech Signature _____ Josh Hoehne
Date _____ 2/2/2022

Approved By Signature: _____
Date _____



Please address purchase orders to:
Schweitzer Engineering Laboratories, Inc.
2350 NE Hopkins Court
Pullman, WA 99163

Reference this quote number and send purchase orders to:

Business Email sel_se_quote@selinc.com

Created Date	11/9/2021	Quote Number	00124089
Account Name	GridTech Power	Expiration Date	1/8/2022
Sold To Contact	Chuck File	Prepared By	Andrew Veasey
Sold To Contact Email	cfile@gridtechpower.com	Sold To Sales Channel	SEL Direct Southeast
Sold To Contact Phone	770-329-9163	Business Email	sel_se_quote@selinc.com

Line No.	Part Number	Description	Sales Price	Quantity	Total Price
1	C273A#JD6J (C273A-012)	SEL-C273A Serial Cable (RS-232, DTE-DTE, DB9 M/DB9 M, IRI-G-B, Hardware Flow Control)	USD 35.96	1.00	USD 35.96
2	C273A#F447 (C273A-025)	SEL-C273A EIA-232 Serial Cable With IRI-G-B, 25 Feet	USD 40.25	1.00	USD 40.25
3	C272A#M2J2 (C272A-065)	SEL-C272A Serial Cable (RS-232, DTE-DTE, DB9 M/DB9 M)	USD 53.45	1.00	USD 53.45
4	C618#89H8 (C618-012)	SEL-C618 Serial Cable (RS-232, DTE-DCE, RJ-45 M/DB9 M, IRI-G-B, Hardware Flow Control)	USD 35.96	1.00	USD 35.96
5	C807#NFM8 (C807Z010SSX0012)	SEL-C807 62.5/200 µm Multimode Fiber-Optic Cable	USD 73.44	1.00	USD 73.44
6	CA605#2GGC (CA605CAX035)	Category 5e Ethernet Cable	USD 43.55	1.00	USD 43.55
7	C953#0103 (C953-030)	SEL-C953 RG58A/U Coaxial Cable With BNC Male Connectors, 30 Feet	USD 35.50	1.00	USD 35.50
8	C953#MH74 (C953-006)	SEL-C953 Coaxial Cable for IRI-G-B Distribution	USD 22.30	1.00	USD 22.30
9	C953#MCK7 (C953-003)	SEL-C953 Coaxial Cable for IRI-G-B Distribution	USD 20.65	1.00	USD 20.65
10	C962#0101 (C962-003)	SEL-C962 RG58 Coaxial Cable, 3 Feet	USD 20.65	1.00	USD 20.65
11	C972#B4N4 (C972-003)	SEL-C972 Serial Cable for SEL-3390 S8 (Modulated IRI-G, RJ-45 M/BNC M)	USD 27.99	1.00	USD 27.99
12	2812MTX0 (2812MTX0)	SEL-2812 Fiber-Optic Transceivers With IRI-G-B	USD 210.00	1.00	USD 210.00
13	2812MRX0 (2812MRX0)	SEL-2812 Fiber-Optic Transceivers With IRI-G-B	USD 210.00	1.00	USD 210.00
14	240-1802	BNC Tee (Female/Female/Female, In-Line Cable)	USD 7.25	1.00	USD 7.25

15	240-1802	BNC Tee (Female/Female/Female, In-Line Cable)	7.25	1.00	7.25
16	9524B	SEL-9524 GNSS Antenna	USD 320.00	1.00	USD 320.00

Grand Total USD 1,164.20

Lead Time

Inquire with your SEL Representative for specific lead times.
Lead time will be confirmed after the receipt of a complete purchase order and can be subject to change.

End User

All submitted purchase orders must contain valid and complete end-user information, including full address. Incomplete or invalid information may delay the processing of the purchase order.

Freight

Prices include ground freight prepaid within the 48 contiguous United States via SEL's preferred carrier. Buyers may request expedited delivery service at their expense by submitting a collect account or by including added charges to their invoice. Orders with multiple items may be shipped from multiple locations and may arrive in more than one delivery.

Manuals

Equipment manuals are provided free on CD with relays. If a hard copy manual is required, this should be specified at the time of order as a separate line item and may be subject to freight charges.

Warranty

SEL is pleased to offer our 10-Year Product Warranty. Please visit <https://selinc.com/company/quality/>. Third-party products included in this Quote are not covered by SEL's warranty. SEL will pass on the original manufacturer warranty to the Buyer if possible.

Payment Terms

Net 30 or per the approved credit terms with SEL. SEL may require additional credit information or prepayment prior to acceptance of a purchase order if credit terms have not been established or are insufficient to cover this purchase.

Quote Terms

Prices are based on quoted quantities and may change if quantities change. Prices do not include sales tax.

Information within this quotation is for your evaluation purposes only. Disclosure of this information outside of your company is prohibited.

Purchase order modifications or cancellations may result in additional fees and adjustment to delivery schedule. To prevent delays, please carefully review the part number descriptions listed in the above table to ensure ordering options will meet requirements.

SEL values your right to privacy, and uses personal data provided to SEL only for our legitimate business interests. More information may be found at the [SEL Privacy Policy](#). You may exercise your rights related to your personal data by contacting the SEL Data Protection Officer at data_protection@selinc.com.

All sales are subject to the attached SEL Sales Terms, available on SEL's website (<https://www.selinc.com/termsandconditions/unitedstates>) and incorporated herein by reference unless Buyer and SEL has a Master Agreement or signed negotiated terms on file.



SCHWEITZER ENGINEERING LABORATORIES, INC.
2350 NE Hopkins Court • Pullman, WA 99163-5603 USA
Phone: +1-509-332-1890 • Fax: +1-509-332-7990
www.selinc.com • info@selinc.com

CONFIRMATION

Page: 1 of 2

Sales Order Date	12-03-2021
Sales Order No.	SO-1795770
Customer No.	CN-369785
PO No.	795
SEL Project No.	
Project ID	

BILL TO:
GridTech Power
3800 Centurion Dr Ste 101
Garner, NC 27529-8583
USA

SHIPPING INFORMATION	
Ship To:	GridTech Power-Spring Creek Substation 3005 Midtown Drive College Station, TX 77845 USA
Contact	Octavio Rios
Phone	919-896-5507
Ship Via	FDX PRI
Ship Terms	FOB Destin

SALES INFORMATION	
Sold To:	Powergrid Services LLC dba GridTech Power 3800 Centurion Dr Ste 101 Garner, NC 27529-8583 USA
CSR	Natasha Fraedrich
Revision	SO-1795770-4
Terms	NET 30

Enduser: City of College Station College Station TX USA

ITEM	QTY	SHIP DATE (mm-dd-yyyy)	PRODUCT/DESCRIPTION	UNIT PRICE	DISC	EXTENSION
8.00	23	12-06-2021	2812MTX0 SEL-2812 Fiber-Optic Transceiver With IRIG-B 2812MTX0 Ship Via: FDX PRI Ship Term: FOB Destin	210.00		4,830.00
9.00	16	12-06-2021	2812MRX0 SEL-2812 Fiber-Optic Transceiver With IRIG-B 2812MRX0 Ship Via: FDX PRI Ship Term: FOB Destin	210.00		3,360.00

All sales are subject to the attached
SEL Sales Terms, which are also
available at SEL's website at
<https://www.selinc.com/termsandconditions/>
and are incorporated herein by reference.

All sales are expressly limited to the SEL Sales Terms and are
conditional on Buyer's assent thereto. SEL expressly objects to any
additional or different terms proposed by Buyer, unless agreed to in
writing by SEL.

Sales tax is an estimate and is subject
to change based on the ship to location
and rate(s) applicable at time of
shipment.

FREIGHT	245.70	SALES TAX	0.00	SUBTOTAL	8,190.00
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ORDER TOTAL	8,435.70 USD
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CHANGE ORDER FORM						
Description	Qty	UOM	Labor	Equipment	Material/Sub	Total Price
Outage was supposed to start on Monday December 13th and we did not start work until Thursday December 16th around 2:30pm because of SEL Testing Delays . Our civil crew was on standby this entire period. (\$82.23 per man hour)	245	HR	\$20,146.35	\$18,931.50	\$0.00	\$39,077.85
			\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00
Total						\$39,077.85

GridTech Signature _____

Josh Hoehne _____

Date _____

2/2/2022 _____

Approved By Signature: _____

Date _____

EQUIPMENT				
Equipment	QTY	Duration	Hourly Rate	TOTAL EQUIPMENT
Drill Rig	1	35	\$142.50	\$4,987.50
12K Forklift	2	35	\$43.00	\$3,010.00
Mini-Ex	2	35	\$24.75	\$1,732.50
Skid Steer	2	35	\$23.50	\$1,645.00
Backhoe	1	35	\$29.50	\$1,032.50
Wacky Packer	2	35	\$5.15	\$360.50
Manlift	3	35	\$32.45	\$3,407.25
Demo Hammer	1	35	\$46.50	\$1,627.50
Truck	1	35	\$15.50	\$542.50
Tool Trailer	1	35	\$16.75	\$586.25
DO NOT REMOVE OR DELETE				

Equipment Total	\$18,931.50
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March 24, 2022

Item No. 8.10.

Presentation, discussion, and possible action regarding approval of Change Order 1 for the City's annual price agreement with Techline Inc., for electric warehouse inventory of distribution poles in the amount of \$660,678 for an increase not to exceed total amount of \$8,013,258. The original annual price agreement was not to exceed total amount of \$7,352,580.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of Change Order 1 for the City's annual price agreement with Techline Inc., for electric warehouse inventory of distribution poles in the amount of \$660,678 for an increase not to exceed total amount of \$8,013,258. The original annual price agreement was not to exceed total amount of \$7,352,580.

Relationship to Strategic Goals:

Core Services and Infrastructure
Financially Sustainable City

Recommendation(s): Staff recommends an increase of the annual price agreement with Techline, Inc. in the amount of \$660,678. This is a contract estimate and within past fiscal year's history for city-wide electrical warehouse needs.

Summary: Council approved the original award for Electric Distribution Poles on November 22, 2021, Item #8.5, as a one-year (1) price agreement with an option to renew two (2) additional one (1) year terms.

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

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

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

Attachments:

1. 22300111 Change Order #1 Techline Inc.

CONTRACT #22300111 CHANGE ORDER #1

**BID#22-008
TECHLINE INC**

CHANGE ORDER NO. 1 DATE: March 10, 2022				Contract No. 22300111				
PROJECT: APA For Distribution Poles								
OWNER: City of College Station P.O. Box 9960 College Station, Texas 77842				CONTRACTOR: Techline Inc. 9609 Beck Circle Austin, TX 78758 Ph: 512-610-6030 Fax:				
PURPOSE OF THIS CHANGE ORDER: A. Techline has requested price increase on Section's A & B of 10% due to economic conditions for these products B. Section C pricing remains unchanged C. Contract was awarded on November 22, 2022								
ITEM	UNIT	DESCRIPTION	ORIGINAL QUANTITY	UNIT PRICE	Total Unit Cost	Revised Unit Price	Revised Unit Cost	Difference Unit Cost
A-1	Ea.	30' Fiberglass Composite Pole Tangent	60	\$1,937.00	\$116,220.00	\$2,130.70	\$127,842.00	\$11,622.00
A-2	Ea.	35' Fiberglass Composite Pole Tangent	60	\$2,337.00	\$140,220.00	\$2,570.70	\$154,242.00	\$14,022.00
A-3	Ea.	40' Fiberglass Composite Pole Tangent	120	\$2,650.00	\$318,000.00	\$2,915.00	\$349,800.00	\$31,800.00
A-4	Ea.	45' Fiberglass Composite Pole Tangent	120	\$2,817.00	\$338,040.00	\$3,098.70	\$371,844.00	\$33,804.00
A-5	Ea.	50' Fiberglass Composite Pole Tangent	90	\$3,200.00	\$288,000.00	\$3,520.00	\$316,800.00	\$28,800.00
A-6	Ea.	55' Fiberglass Composite Pole Tangent	90	\$4,970.00	\$447,300.00	\$5,467.00	\$492,030.00	\$44,730.00
B-1	Ea.	45' Fiberglass Composite Pole SS - 6 Degree	30	\$6,285.00	\$188,550.00	\$6,913.50	\$207,405.00	\$18,855.00
B-2	Ea.	45' Fiberglass Composite Pole SS - 12 Degree	30	\$7,032.00	\$210,960.00	\$7,735.20	\$232,056.00	\$21,096.00
B-3	Ea.	45' Fiberglass Composite Pole SS - 18 Degree	30	\$7,370.00	\$221,100.00	\$8,107.00	\$243,210.00	\$22,110.00
B-4	Ea.	50' Fiberglass Composite Pole SS - 6 Degree	60	\$7,333.00	\$439,980.00	\$8,066.30	\$483,978.00	\$43,998.00
B-5	Ea.	50' Fiberglass Composite Pole SS- 12 Degree	60	\$8,535.00	\$512,100.00	\$9,388.50	\$563,310.00	\$51,210.00
B-6	Ea.	50' Fiberglass Composite Pole SS - 18 Degree	60	\$11,130.00	\$667,800.00	\$12,243.00	\$734,580.00	\$66,780.00
B-7	Ea.	55' Fiberglass Composite Pole SS - 6 Degree	60	\$8,960.00	\$537,600.00	\$9,856.00	\$591,360.00	\$53,760.00
B-8	Ea.	55' Fiberglass Composite Pole SS - 12 Degree	60	\$8,960.00	\$537,600.00	\$9,856.00	\$591,360.00	\$53,760.00
B-9	Ea.	55' Fiberglass Composite Pole SS - 18 Degree	60	\$10,550.00	\$633,000.00	\$11,605.00	\$696,300.00	\$63,300.00
B-10	Ea.	60' Fiberglass Composite Pole SS - 6 Degree	30	\$9,317.00	\$279,510.00	\$10,248.70	\$307,461.00	\$27,951.00
B-11	Ea.	60' Fiberglass Composite Pole SS - 12 Degree	30	\$11,473.00	\$344,190.00	\$12,620.30	\$378,609.00	\$34,419.00
B-12	Ea.	60' Fiberglass Composite Pole SS - 18 Degree	30	\$12,887.00	\$386,610.00	\$14,175.70	\$425,271.00	\$38,661.00
C1-6					\$745,800.00		\$745,800.00	\$0.00
Total Award and Price Increase				Original Award	\$7,352,580.00	Price Increase	\$8,013,258.00	\$660,678.00
			Total Percent Increase					9%
Section A				\$164,778.00				
Section B				\$495,900.00				
Section C				\$0.00				
TOTAL CHANGE ORDER				660,678.00				
ORIGINAL CONTRACT AMOUNT				\$7,352,580.00				
CHANGE ORDER NO. 1				660,678.00	8.99%	% CHANGE		
CHANGE ORDER NO. 2				\$0.00	0.00%	% CHANGE		
REVISED CONTRACT AMOUNT				\$8,013,258.00	8.99%	% TOTAL CHANGE		
ORIGINAL CONTRACT TIME				Days 365				
Time Extension No. 1				Days				
Revised Contract Time				Days 365				
Contract #22300111 First year				November 22, 2021 through November 21, 2022				
APPROVED								
A/E CONTRACTOR _____ Date _____				DEPARTMENT DIRECTOR _____ Date _____				
CONSTRUCTION CONTRACTOR _____ Date _____				ASST CITY MGR - CFO _____ Date _____				
PROJECT MANAGER _____ Date _____				CITY ATTORNEY _____ Date _____				
CITY ENGINEER _____ Date _____				CITY MANAGER _____ Date _____				

Revised 2012 0719

BID#22-008 AWARD FOR
C#22300111 TECHLINE INC PRICE INCREASE

			Dec-21		PROPOSED PRICE INCREASE							
			Techline		Techline							
			BID AS SPECIFIED		Price increase			Price	%			
Item #	Description	Bidder Provided Data		Est. Quantity	Extended		Est. Quantity	Extended	Difference	Difference		
Group A - Tangent Fiberglass/Composite												
A-1	30' Fiberglass Composite Pole Tangent		Manufacturer	Valmont/Shakespeare	60	\$ 116,220.00	Valmont/Shakespeare	60	\$ 127,842.00	\$ 11,622.00	10%	
			Delivery (Weeks)	15-17 Weeks								
	Inv #	285-065-00031	Groundline Moment	84099.00								
	Guide #	MEI-15822-F-30-0	Unit Price	\$ 1,937.00								
A-2	35' Fiberglass Composite Pole Tangent		Manufacturer	Valmont/Shakespeare	60	\$ 140,220.00	Valmont/Shakespeare	60	\$ 154,242.00	\$ 14,022.00	10%	
			Delivery (Weeks)	15-17 Weeks								
	Inv #	285-065-00039	Groundline Moment	102875.00								
	Guide #	MEI-15822-F-35-0	Unit Price	\$ 2,337.00								
A-3	40' Fiberglass Composite Pole Tangent		Manufacturer	Valmont/Shakespeare	120	\$ 318,000.00	Valmont/Shakespeare	120	\$ 349,800.00	\$ 31,800.00	10%	
			Delivery (Weeks)	15-17 Weeks								
	Inv #	285-065-00032	Groundline Moment	128158.00								
	Guide #	MEI-015822-F-40-0	Unit Price	\$ 2,650.00								
A-4	45' Fiberglass Composite Pole Tangent		Manufacturer	Valmont/Shakespeare	120	\$ 338,040.00	Valmont/Shakespeare	120	\$ 371,844.00	\$ 33,804.00	10%	
			Delivery (Weeks)	15-17 Weeks								
	Inv #	285-065-00033	Groundline Moment	143424.00								
	Guide #	MEI-15822-F-45-0	Unit Price	\$ 2,817.00								
A-5	50' Fiberglass Composite Pole Tangent		Manufacturer	Valmont/Shakespeare	90	\$ 288,000.00	Valmont/Shakespeare	90	\$ 316,800.00	\$ 28,800.00	10%	
			Delivery (Weeks)	15-17 Weeks								
	Inv #	285-065-00034	Groundline Moment	144632.00								
	Guide #	MEI-15822-F-50-0	Unit Price	\$ 3,200.00								
A-6	55' Fiberglass Composite Pole Tangent		Manufacturer	Valmont/Shakespeare	90	\$ 447,300.00	Valmont/Shakespeare	90	\$ 492,030.00	\$ 44,730.00	10%	
			Delivery (Weeks)	15-17 Weeks								
	Inv #	285-065-00035	Groundline Moment	171011.00								
	Guide #	MEI-15822-F-55-0	Unit Price	\$ 4,970.00								
Group B - Self Supporting Fiberglass/Composite												
B-1	45' Fiberglass Composite Pole Self-Supporting - 6 Degree		Manufacturer	Valmont/Shakespeare	30	\$ 188,550.00	Valmont/Shakespeare	30	\$ 207,405.00	\$ 18,855.00	10%	
			Delivery (Weeks)	15-17 Weeks								
	Inv #	TBD	Groundline Moment	327167.00								
	Guide #	MEI-15822-F-45-6	Unit Price	\$ 6,285.00								
B-2	45' Fiberglass Composite Pole Self-Supporting - 12 Degree		Manufacturer	Valmont/Shakespeare	30	\$ 210,960.00	Valmont/Shakespeare	30	\$ 232,056.00	\$ 21,096.00	10%	
			Delivery (Weeks)	15-17 Weeks								
	Inv #	TBD	Groundline Moment	453841.00								
	Guide #	MEI-15822-F-45-12	Unit Price	\$ 7,032.00								
B-3	45' Fiberglass Composite Pole Self-Supporting - 18 Degree		Manufacturer	Valmont/Shakespeare	30	\$ 221,100.00	Valmont/Shakespeare	30	\$ 243,210.00	\$ 22,110.00	10%	
			Delivery (Weeks)	15-17 Weeks								
	Inv #	TBD	Groundline Moment	528246.00								
	Guide #	MEI-15822-F-45-18	Unit Price	\$ 7,370.00								
B-4	50' Fiberglass Composite Pole Self-Supporting - 6 Degree		Manufacturer	Valmont/Shakespeare	60	\$ 439,980.00	Valmont/Shakespeare	60	\$ 483,978.00	\$ 43,998.00	10%	
			Delivery (Weeks)	15-17 Weeks								
	Inv #	285-065-00036	Groundline Moment	330219.00								
	Guide #	MEI-15822-F-50-6	Unit Price	\$ 7,333.00								
	50' Fiberglass Composite Pole		Manufacturer	Valmont/Shakespeare			Valmont/Shakespeare					

**BID#22-008 AWARD FOR
C#22300111 TECHLINE INC PRICE INCREASE**

			Dec-21		PROPOSED PRICE INCREASE						
			Techline								
			BID AS SPECIFIED		Price increase			Price	%		
Item #	Description	Bidder Provided Data		Est. Quantity	Extended		Est. Quantity	Extended	Difference	Difference	
B-5	Self-Supporting - 12 Degree	Delivery (Weeks)	15-17 Weeks			15-17 Weeks			\$ 51,210.00	10%	
	Inv #	285-065-00026	Groundline Moment			505900.00					
	Guide #	MEI-15822-F-50-12	Unit Price			\$ 8,535.00					60
B-6	50' Fiberglass Composite Pole Self-Supporting - 18 Degree	Manufacturer	Valmont/Shakespeare	60		Valmont/Shakespeare	60	\$ 734,580.00	\$ 66,780.00	10%	
		Delivery (Weeks)	15-17 Weeks			15-17 Weeks					
	Inv #	285-065-00037	Groundline Moment			670381.00					670381.00
	Guide #	MEI-15822-F-50-18	Unit Price			\$ 11,130.00					\$ 12,243.00
B-7	55' Fiberglass Composite Pole Self-Supporting - 6 Degree	Manufacturer	Valmont/Shakespeare	60		Valmont/Shakespeare	60	\$ 591,360.00	\$ 53,760.00	10%	
		Delivery (Weeks)	15-17 Weeks			15-17 Weeks					
	Inv #	285-065-00041	Groundline Moment			377984.00					377984.00
	Guide #	MEI-15822-F-55-6	Unit Price			\$ 8,960.00					\$ 9,856.00
B-8	55' Fiberglass Composite Pole Self-Supporting - 12 Degree	Manufacturer	Valmont/Shakespeare	60		Valmont/Shakespeare	60	\$ 591,360.00	\$ 53,760.00	10%	
		Delivery (Weeks)	15-17 Weeks			15-17 Weeks					
	Inv #	285-065-00040	Groundline Moment			600877.00					600877.00
	Guide #	MEI-15822-F-55-12	Unit Price			\$ 8,960.00					\$ 9,856.00
B-9	55' Fiberglass Composite Pole Self- Supporting - 18 Degree	Manufacturer	Valmont/Shakespeare	60		Valmont/Shakespeare	60	\$ 696,300.00	\$ 63,300.00	10%	
		Delivery (Weeks)	15-17 Weeks			15-17 Weeks					
	Inv #	285-065-00042	Groundline Moment			768327.00					768327.00
	Guide #	MEI-15822-F-55-18	Unit Price			\$ 10,550.00					\$ 11,605.00
B-10	60' Fiberglass Composite Pole Self-Supporting - 6 Degree	Manufacturer	Valmont/Shakespeare	30		Valmont/Shakespeare	30	\$ 307,461.00	\$ 27,951.00	10%	
		Delivery (Weeks)	15-17 Weeks			15-17 Weeks					
	Inv #	TBD	Groundline Moment			426568.00					426568.00
	Guide #	MEI-15822-F-60-6	Unit Price			\$ 9,317.00					\$ 10,248.70
B-11	60' Fiberglass Composite Pole Self-Supporting - 12 Degree	Manufacturer	Valmont/Shakespeare	30		12620.3	30	\$ 378,609.00	\$ 34,419.00	10%	
		Delivery (Weeks)	15-17 Weeks			15-17 Weeks					
	Inv #	TBD	Groundline Moment			650738.00					650738.00
	Guide #	MEI-15822-F-60-12	Unit Price			\$ 11,473.00					\$ 12,620.30
B-12	60' Fiberglass Composite Pole Self-Supporting - 18 Degree	Manufacturer	Valmont/Shakespeare	30		Valmont/Shakespeare	30	\$ 425,271.00	\$ 38,661.00	10%	
		Delivery (Weeks)	15-17 Weeks			15-17 Weeks					
	Inv #	TBD	Groundline Moment			866236.00					866236.00
	Guide #	MEI-15822-F-60-18	Unit Price			\$ 12,887.00					\$ 14,175.70
Group C - Self-Supporting Prestressed Spun Cast Concrete											
C-1	50' Concrete Pole Self-Supporting - 6 Degree	Manufacturer	Valmont	20		Valmont	20	\$ 101,500.00	\$ -	0%	
		Delivery (Weeks)	10-12 Weeks			10-12 Weeks					
	Inv #	540-070-00021	Groundline Moment			346 K-FT					346 K-FT
	Guide #	MEI-15822-C-50-6	Unit Price			\$ 5,075.00					\$ 5,075.00

BID#22-008 AWARD FOR
C#22300111 TECHLINE INC PRICE INCREASE

			Dec-21		PROPOSED PRICE INCREASE					
			Techline		Techline					
			BID AS SPECIFIED		Price increase			Price	%	
Item #	Description	Bidder Provided Data		Est. Quantity	Extended		Est. Quantity	Extended	Difference	Difference
C-2	50' Concrete Pole	Manufacturer	Valmont	20	\$ 118,200.00	Valmont	20	\$ 118,200.00	\$ -	0%
	Self-Supporting - 12 Degree	Delivery (Weeks)	10-12 Weeks							
	Inv #	540-070-00018	Groundline Moment			592 K-FT				
	Guide #	MEI-15822-C-50-12	Unit Price			\$ 5,910.00				
C-3	50' Concrete Pole	Manufacturer	Valmont	20	\$ 129,100.00	Valmont	20	\$ 129,100.00	\$ -	0%
	Self-Supporting - 18 Degree	Delivery (Weeks)	10-12 Weeks							
	Inv #	540-070-00019	Groundline Moment			739 K-FT				
	Guide #	MEI-15822-C-50-18	Unit Price			\$ 6,455.00				
C-4	60' Concrete Pole	Manufacturer	Valmont	20	\$ 114,100.00	Valmont	20	\$ 114,100.00	\$ -	0%
	Self-Supporting - 6 Degree	Delivery (Weeks)	10-12 Weeks							
	Inv #	540-070-00022	Groundline Moment			419 K-FT				
	Guide #	MEI-15822-C-60-6	Unit Price			\$ 5,705.00				
C-5	60' Concrete Pole	Manufacturer	Valmont	20	\$ 134,700.00	Valmont	20	\$ 134,700.00	\$ -	0%
	Self-Supporting - 12 Degree	Delivery (Weeks)	10-12 Weeks							
	Inv #	540-070-00023	Groundline Moment			697 K-FT				
	Guide #	MEI-15822-C-60-12	Unit Price			\$ 6,735.00				
C-6	60' Concrete Pole	Manufacturer	Valmont	20	\$ 148,200.00	Valmont	20	\$ 148,200.00	\$ -	0%
	Self-Supporting - 18 Degree	Delivery (Weeks)	10-12 Weeks							
	Inv #	540-070-00024	Groundline Moment			861 K-FT				
	Guide #	MEI-15822-C-60-18	Unit Price			\$ 7,410.00				
GRAND TOTAL FOR BID #22-008					\$ 7,352,580.00			\$ 8,013,258.00	\$ 660,678.00	9%
									\$ 660,678.00	9.0%
					Techline			Techline		
					Bidder			Bidder		
					Gary Troxell			Gary Troxell		
					Signature - Bidder's Sales			Signature - Bidder's Sales		
					10/26/2021			3/9/2022		



Composites

May 26th, 2021

Dear Valued Customer:

The composites market in North America, like other regions, has experienced strong market recovery since the downturn in Q2, 2020. The continued strength in global demand is projected to persist throughout 2021. Concurrently, inflationary pressures continue to persist driving increases in input material costs, freight, and labor costs.

We are committed to continue our financial investment in local manufacturing and product innovation, and we are actively investing in our North America manufacturing assets.

We find it necessary to implement a market price increase up to 15% in North America, subject to contractual obligations, on all glass reinforcement products. The increase will be effective on all orders shipped on or after July 1st, 2021.

Owens Corning will continue to evaluate inflation and market conditions. It is our intention to provide timely communication of future price actions so that you may adequately plan for your business.

Your regional sales representative will be contacting you soon to discuss this announcement and provide additional details and implementation of price increases. Owens Corning continues to be committed to the growth of your business and we look forward to serving your needs.

Sincerely,

Michael P Ford

Mike Ford
Vice President & Managing Director
Glass Reinforcements – Americas Composites Business



Composites

September 1, 2021

Brian Bower
Market Manager
Composites One LLC

Brian;

The composites market in North America, like other regions, has seen continued strength in demand which has led to high levels of capacity utilization that are projected to persist into 2022.

Additionally, inflation remains persistent across input materials, labor, freight, and energy. Owens Corning continues to pursue mitigation of these costs; however, the future continues to look inflationary.

We are committed to continue our financial investment in local manufacturing and product innovation, and we are actively investing in our North America manufacturing assets.

We find it necessary to implement a general market price increase in North America on all reinforcement products. This increase is incremental to all prior increases announced. The increase will be effective on all orders shipped on or after October 1st, 2021. The targeted increase will be 12% - 15% depending on specific product type and classification. Our Price Analysts will provide you with specifics on all SKU's via our updated pricing documentation.

Owens Corning will continue to evaluate inflation and market conditions. It is our intention to provide timely communication of future price actions so that you may adequately plan for your business.

Our area sales representative will be contacting your sales representatives to answer any specific questions. Owens Corning continues to be committed to the growth of your business and we look forward to serving your needs.

Sincerely,

Bob Skowronek
Distribution Business Manager
Owens Corning Composites

OWENS CORNING WORLD HEADQUARTERS

ONE OWENS CORNING PARKWAY
TOLEDO, OHIO 43659
419.248.8000

BOB SKOWRONEK
DISTRIBUTION MANAGER



November 15, 2021

Brian Bower
Market Manager
Composites One LLC
Schaumburg, IL

Brian;

Effective December 15, 2021 the following price increases will be implemented on Owens Corning reinforcement products. These include all packaging and logistical charges.

Multi-End Rovings – up to \$.25 per pound on all chemistries and yields

Type 30® Single-End Rovings – up to \$.10 per pound on all chemistries and yields

Chopped Strand Mat – up to \$.15 per pound on all weights and widths

Continuous Filament Mat – up to \$.25 per pound on all weights and widths

Dry Use Chopped Strands – up to \$.50 per pound on all chemistries and chop lengths

Technical Fabrics – up to \$.45 per pound depending on product format, weights, and widths

MultiMat / Multicore – up to \$0.70/lb depending on product format, weights, and widths

Our Pricing Team will be setting up calls with your analysts to review all invoice price changes and details prior to the December 15, 2021 effective date. Thank you for your continued support.

Regards,

A handwritten signature in black ink, appearing to read 'Bob Skowronek'.

Bob Skowronek
Distribution Manager



Dear Valued Customer:

The supply and demand imbalance driven by high levels of capacity utilization, along with inflationary pressures on shipping, raw materials, specialty chemicals, precious metals, and energy, have resulted in a continued escalation of costs.

Our long-term commitment is to strengthen our investment in product innovation and find more efficient ways to produce the products our customers need. With the combination of rising costs and strengthening demand putting further pressure on supply availability, we find it necessary to implement a market price increase of up to 15% on all fiberglass products for shipments on or after July 15th, 2021.

We will stay abreast of the evolving market conditions and communicate any additional impacts of supply or price with you. Jushi is committed to growing the global composites industry and supporting our customers with quality products. We thank you for your continued support and understanding.

Your Jushi Sales Representative will be contacting you soon to provide additional details of this announcement.

A handwritten signature in black ink, appearing to read 'Qing Wu'.

Qing Wu
Chief Executive Officer
Jushi USA Fiberglass Co., Ltd
3130 Bluff Road, Suite B
Columbia, SC 29209
Tel: (626) 960-2038
Fax: (626) 960-2037



August 2, 2021

Dear Valued Customer:

The supply and demand imbalance driven by high capacity utilization levels and an inflationary shipping environment continue to pressure costs.

To continue our commitment to strengthen our investment in product innovation and find more efficient ways to produce the products our customers need, we find it necessary to raise market prices by 10% on all fiberglass products shipped on or after September 1st, 2021.

We will stay abreast of the evolving market conditions and communicate any additional impacts of supply or price with you. Jushi is committed to growing the global composites industry and supporting our customers with quality products. Again, we thank you for your continued support and understanding.

Your Jushi Sales Representative will be contacting you soon to provide additional details of this announcement.

Qing Wu
Chief Executive Officer
Jushi USA Fiberglass Co., Ltd
3130 Bluff Road, Suite B
Columbia, SC 29209
Tel: (626) 960-2038
Fax: (626) 960-2037



Sep 10, 2021

Dear Valued Customer:

The supply and demand imbalance driven by high capacity utilization levels and a Continuing inflationary shipping environment continue to pressure costs.

To continue our commitment to strengthen our investment in product innovation and find more efficient ways to produce the products our customers need, we find it necessary to raise market prices by 10-15 % on all fiberglass products shipped on or after October 1st, 2021.

We will stay abreast of the evolving market conditions and communicate any additional impacts of supply or price with you. Jushi is committed to growing the global composites industry and supporting our customers with quality products. Again, we thank you for your continued support and understanding.

Your Jushi Sales Representative will be contacting you soon to provide additional details of this announcement.

Qing Wu
Chief Executive Officer
Jushi USA Fiberglass Co., Ltd
2971 Shop Road
Columbia, SC 29209
Tel: (803) 722-1419



Nov 22nd, 2021

Dear Valued Customer:

The supply and demand imbalance driven by high levels of capacity utilization, along with inflationary pressures on shipping, raw materials, specialty chemicals, precious metals, and energy, have resulted in a continued escalation of costs.

Our long-term commitment is to strengthen our investment in product innovation and find more efficient ways to produce the products our customers need. With the combination of rising costs and strengthening demand putting further pressure on supply availability, we find it necessary to implement a market price increase of up to 24% on all fiberglass products for shipments on or after December 15th, 2021.

We will stay abreast of the evolving market conditions and communicate any additional impacts of supply or price with you. Jushi is committed to growing the global composites industry and supporting our customers with quality products. We thank you for your continued support and understanding.

Your Jushi Sales Representative will be contacting you soon to provide additional details of this announcement.

A handwritten signature in black ink, appearing to read 'Qing Wu'.

Qing Wu
Chief Executive Officer
Jushi USA Fiberglass Co.,
2971 Shop Road,
Columbia, SC 29209

4982 4th Street, Irwindale, CA 91706
Tel: (626) 960-2038 · Fax: (626) 960-2037

3130 Bluff Rd., Suite A
Columbia, SC 29209

4800 Beck Drive
Elkhart, IN 46516



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CARPENTERSVILLE, IL – April 20, 2021

Polynt Composites Announces Price Increase for Composite Products

Polynt US and Canada announces a price increase of \$0.10 per pound for polyester resins, gel coats, putties, pigments and all ancillary products. Additionally, vinyl ester products will increase \$0.20 per pound. These increases include products shipped from Polynt in the US and Canada. The effective date for all shipments is on or after May 1, 2021.

This increase has become necessary due to the continuing disruption in the supply chain for raw materials used to produce the products supplied by Polynt Composites.

Furthermore, it has become very difficult to arrange truck delivery service for inbound raw materials and outbound as shipping capacity has become very tight.

Polynt continues to make every effort to limit the impact of these rising costs and is committed to industry-leading support and service.

For more information, please contact your Polynt account manager.

About Polynt

The Polynt-Reichhold Group, established through the merger of Polynt and Reichhold, is a global leader in thermosetting resins used for coatings, composites and gel coats. The Polynt-Reichhold Group has a presence on five continents and has specialized global research centers around the globe.

Polynt Americas is headquartered in Carpentersville, Illinois.





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CARPENTERSVILLE, IL – July 2, 2021

Polynt Composites Announces Price Increase for Composite Vinyl Ester Products

Polynt US and Canada announces a price increase of \$0.20 per pound for all vinyl ester containing products. This increase includes products shipped from Polynt in the US and Canada. The increases are effective for all shipments on or after July 18, 2021.

This increase has become necessary due to the continuing disruption in the supply chain and rising costs for key raw materials used to produce vinyl ester products supplied by Polynt Composites.

Polynt continues to make every effort to limit the impact of these rising costs and is committed to industry-leading support and service.

For more information, please contact your Polynt account manager.

About Polynt

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CARPENTERSVILLE, IL – August 16, 2021

Polynt Composites Announces Price Increase for Composite Products

Polynt US and Canada announces a price increase effective September 6, 2021 in the amount of \$0.06/lb. for all products sold in the US and Canada. All packaged products will increase an additional \$0.06/lb. above the aforementioned increase.

This increase has become necessary due to:

- logistic costs being driven up because of the shortage of qualified truck drivers
- packaging materials being in short supply, causing prices to spike
- increases in raw material costs.

Polynt continues to make every effort to limit the impact of these rising costs and is committed to industry-leading support and service.

For more information, please contact your Polynt account manager.

About Polynt

The Polynt-Reichhold Group, established through the merger of Polynt and Reichhold, is a global leader in thermosetting resins used for coatings, composites and gel coats. The Polynt-Reichhold Group has a presence on five continents and has specialized global research centers around the globe.

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CARPENTERSVILLE, IL – October 1, 2021

Polynt Composites Announces Price Increase for Composite Products

Polynt US and Canada announces a price increase effective October 24, 2021 in the amount of \$0.10/lb. for all products sold in the US and Canada.

Due to the impact from recent hurricanes in the gulf region of the US, supply of key composites raw materials and logistic costs have been severely impacted. With current inventories at very low levels and transportation already challenging, Polynt has been forced to pass on these rising costs.

Polynt's team is making every effort to minimize the impact of these rising costs, while continuing to focus on maintaining supply and industry-leading support and service.

For more information, please contact your Polynt account manager.

About Polynt

The Polynt-Reichhold Group, established through the merger of Polynt and Reichhold, is a global leader in thermosetting resins used for coatings, composites and gel coats. The Polynt-Reichhold Group has a presence on five continents and has specialized global research centers around the globe.

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CARPENTERSVILLE, IL – November 4, 2021

Polynt Composites Announces Price Increase for Composite Products

Polynt US and Canada announces a price increase effective December 1, 2021 in the amount of \$0.20/lb. for all vinyl ester based products and \$0.10/lb. for all other resins, gel coats and additional items sold in the US and Canada.

With the continuing increases for feedstocks, increasing logistics costs, and rising costs for all packaging materials, Polynt has been forced to pass on these costs.

Polynt's team is making every effort to minimize the impact of these rising costs, while continuing to focus on maintaining supply and industry-leading support and service.

For more information, please contact your Polynt account manager.

About Polynt

The Polynt-Reichhold Group, established through the merger of Polynt and Reichhold, is a global leader in thermosetting resins used for coatings, composites and gel coats. The Polynt-Reichhold Group has a presence on five continents and has specialized global research centers around the globe.

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PRESS RELEASE

December 15, 2021

AOC Announces Price Increase for Americas

Collierville, TN – AOC announces a price increase effective January 15, 2022 for the following products sold in the USA, Canada, Mexico and Latin America:

- Vinyl Ester Products = Up to \$0.50/lb
- Pigment Dispersions Products = \$0.10/lb
- Gel Coat and B-Side Products = \$0.10/lb
- UPR and all other Products = \$0.10/lb

This action is due to continuing and significant escalation of costs for key raw material ingredients and freight. AOC's global purchasing resources continue to work with their network of suppliers to manage costs, maintain supply and meet customers' needs.

About AOC

AOC is the leading global supplier of specialty resins and materials utilized in a wide range of applications including Coatings and Protective Barriers, Colorants and Visual Effects, Adhesives and Specialties, and Composite resins. With strong capabilities worldwide in manufacturing and science, the company works closely with customers to deliver unrivaled quality, service, and reliability for today and create innovative solutions for tomorrow. Partner with AOC, and we will work together to find the right solutions for your business.

MEDIA CONTACTS

Mike Diehl

Director, Marketing, Americas

Tel: +1 901.854.2800

Email: Michael.Diehl@aocresins.com



February 18, 2022

RE: Price increase

Valued Customer:

Due to unprecedented increases in raw materials and the difficulty of acquiring necessary raw material, the increases in 2021 and the start of 2022 have been at a level that we can no longer absorb.

We have attempted to hold all of our long-term commitments but we have come to a point where the business is not sustainable at the current levels. We have had three regular price increases since the beginning of 2021 for our customers that do not have long-term agreements and currently instituting an additional increase effective immediately in 2022.

We are going to all of our long-term customers and letting them know that we must increase the prices. The price of glass and resin has increased now increased dramatically due to tight supplies.

These are substantial increases and we understand your aggravation with all of the increases that are hitting all across the economic landscape.

Please see the comments made from our purchasing manager:

"I have attached all the letters sent out from OC, Polynt and Jushi to date. More increases are expected on Jushi as they are sold out on capacity and will not give us an agreement to hold pricing yet. OC rep said that they are still tight on roving and Bryan Woody from Composites One told us OC mat is sold out through 2024 so supply is tight."

"Polynt rep emailed yesterday saying "Several suppliers have announced increases for January and raw materials continue to be tight". The logistics issues are the biggest challenge for us at this point and hopefully we will see some improvement in on time deliveries this quarter. Lead times will remain extended so please keep orders coming with 2 to 3 months window." I expect another increase for March from Polynt because AOC already announced .50/LB increase on Vinyl ester resins and .10/LB on other products so while Polynt has held pricing in January and February I am sure they will give us another increase for March."

We appreciate the business relationship with Techline and City of College Station and regret that we must increase these prices immediately.

Regards,

Jim Bob Wiles

Sr. Manager T&D Products

March 24, 2022
Item No. 8.11.
Council Relations Policy and Code of Ethics Final Draft.

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

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the approval of the updated Council Relations Policy and Code of Ethics.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: The last update to the Council Relations Policy and Code of Ethics was in November 2011. Since then, we have had two Charter Amendments and updated processes with COVID-19. The staff made language changes and added sections throughout the policy. The final draft of the Council Relations Policy and Code of Ethics has been attached for approval.

Budget & Financial Summary: N/A

Attachments:

1. Council Relations Policy and Code of Ethics-2022 Final 0310

Council Relations Policy and Code of Ethics

The College Station City Council is the governing body for the City of College Station; therefore, it must bear the initial responsibility for the integrity of governance. The council is responsible for its own development (both as a body and as individuals), its responsibilities, its own discipline, and its own performance. The development of this policy is designed to ensure effective and efficient governance.

This policy will address mayor and council relations, council and staff relations, council and media relations, social media relations, and videoconferencing. By adopting these guidelines for elected officials, we acknowledge our responsibility to each other, to our professional staff, and to the public. The city council will govern the city in a manner associated with a commitment to the preservation of the values and integrity of representative local government and democracy, and a dedication to the promotion of efficient and effective governing. The following statements will serve as a guide and acknowledge the commitment being made in this service to the community:

1. The council recognizes as high priorities the continual improvement of the member's professional ability and the promotion of an atmosphere conducive to the fair exchange of ideas and policies among members.
2. The council will endeavor to keep the community informed on municipal affairs; encourage communication between the citizens and the city council; and strive for strong, working relationships between College Station and Brazos County, Bryan, and College Station Independent School District elected officials, as well as TAMU officials, and Blinn College students, faculty staff and administrators.
3. In its governance role, the council will continue to be dedicated to friendly and courteous relationships with staff, other council members, and the public, and will seek to improve the quality and image of public service.
4. The council will also strive to recognize its responsibility to future generations by addressing the interrelatedness of the social, cultural, and physical characteristics of the community when making policies.
5. And finally, each council member will make a commitment to improve the quality of life for the individual and the community, and to be dedicated to the faithful stewardship of the public trust.

Statement of Mission

In order to ensure proper discharge of duties for the improvement of democratic local government, College Station City Council members should display behavior that demonstrates independent, impartial review of all matters addressed by them, and be duly responsible to the citizens of College Station and to each other in their relationships.

CORE VALUES

- The health, safety, and general well-being of the community.
- Excellence in customer service.
- Fiscal responsibility.
- Citizen involvement and participation.
- Collaboration and cooperation.
- Regionalism as an active member of the Brazos Valley community and beyond.
- Activities that promote local autonomy.
- Plan and collaborate with Texas A&M University.

Section I: Mayor-City Council Relations

A. Mayor's Responsibilities

1. The mayor shall be the presiding officer at all meetings. The mayor pro-tem shall preside in the absence of the mayor.
2. The mayor shall have a voice in all matters before the council and may vote on all agenda items requiring council action.
3. The mayor is responsible for keeping the meetings orderly by recognizing each council member for discussion, encouraging debate among members, and limiting discussion to the agenda item under consideration.
4. The mayor is the spokesperson for the council on all matters unless absent, at which time the mayor pro tempore or the appropriate designee will assume the role.
5. The mayor will encourage all council members to participate in council discussion and give each member an opportunity to speak before any member can speak again on the same subject. The mayor may limit each council member to a reasonable time limit to speak to ensure efficient use of time.
6. Should a conflict arise among council members, the mayor will serve as a mediator.
7. The mayor or appropriate designee is responsible for ensuring an orientation of all new council members is conducted after an election. The orientation should include council procedures, staff and media relations, current agenda items municipal leadership training programs, and legal issues governing the behavior of local officials including the Texas Open Meetings Act, Public Information Act, and conflicts of interest.

B. Council Responsibilities

1. Any council member may request the presiding official to place an item on a future agenda for discussion, with a majority of the council. Should staff time be required to address this item, the mayor will canvass all council members to determine the support for commitment of staff time and resources. The same action should be taken by the mayor when council concerns require staff time and budget.
2. Each new council member is required to attend the new council orientation after an election. Each council member is encouraged to attend at least one Texas Municipal League sponsored conference each year in order to stay informed on issues facing municipalities.
3. It is the responsibility of council members to be informed about previous action taken by the council in their absence by speaking with the city secretary, the city manager or watching the meeting video. In the case of absence from a workshop session where information is given, the individual council member is responsible for obtaining this information prior to the council meeting when said item is to be voted upon.
4. When addressing an agenda item, the council member shall first be recognized by the mayor, confine himself/herself to the question under debate, avoid reference to personalities, and refrain from impugning the integrity or motives of any other council member or staff member in his/her argument or vote.
5. In the absence of a ruling by the mayor on any procedural matter, a council member may move to change the order of business or make any other procedural decision deemed appropriate. The affirmative vote of a majority of the council members present and voting shall be necessary to approve the motion.
6. Any council member may appeal to the council as a whole from a ruling by the mayor. If the appeal is seconded, the person making the appeal may make a brief statement and the mayor may explain his/her position, but no other member may speak on the motion. The mayor will then put the ruling to a vote of the council.
7. Any council member may ask the mayor to enforce the rules established by the council. Should the mayor fail to do so, a majority vote of the council members present shall require him/her to do so.
8. When a council member is appointed to serve as liaison to a board, commission or committee, the council member is responsible for keeping all council members informed of significant activities of that board, commission or committee.
9. In the event a board or committee member is absent from three meetings in a twelve-month period that are considered unexcused by definition the city secretary shall notify the member by letter requesting an explanation for the absences. After reviewing the explanation for absences, if City Council finds that the absences are unexcused, the council may choose to notify the member of the importance of regular attendance or to remove a member for non-attendance and any range of response in between. The council response shall consider the member's prior

service, reasons for absences, likelihood of future attendance, and the necessity for the city board, commission, or committee to carry out its responsibilities. The council may, after due consideration, remove a member of the board, commission, or committee for any other good cause related to performance of duty.

C. Council Personal Interest

1. No city council member should have a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the city, or be financially interested, directly or indirectly, in the sale to, or purchase from, the city of any land, materials, supplies or services except on behalf of the city; provided, however, the provisions in the City Charter shall only be applicable when the stock owned by the council member exceeds one percent (1%) of the total capital stock of the corporation. Any violation with the knowledge expresses or implied of the person or corporation contracting with the city must render the contract voidable by the council or city manager.

D. Code of Conduct for Mayor and Council Members

1. During the council meetings, council members shall preserve order and decorum, shall not interrupt or delay proceedings, and shall not refuse to obey the orders of the mayor or the rules of the council. Council members shall demonstrate respect and courtesy to each other, to city staff members, and to members of the public appearing before the council. Council members shall refrain from rude and derogatory remarks and shall not belittle staff members, other council members, or members of the public.
2. Council members should not use their position to secure special privileges and should avoid situations that could cause any person to believe that they may have brought bias or partiality to a question before the council.
3. Members of the council will not condone any unethical or illegal activity. All members of the council agree to uphold the intent of this policy and to govern their actions accordingly.

E. Council Campaign Contribution

1. In compliance with the City Charter, council members are required to both disclose any campaign contribution in excess of \$500.00 by filing an affidavit with the city secretary and abstaining from participating in and voting on any matter before the city council if the matter before the council would materially benefit the campaign contributor or any business entity in which the campaign contributor has a substantial interest.

Section II: Council and Staff Relations

No single relationship is as important as that of the council and their city manager in effectively governing the City of College Station. It is for this reason that the council and the city manager must understand their respective roles in that process. The city manager is the primary link between the council and the city staff. The council's relationship with the staff shall be through the city manager.

1. In order to ensure proper presentation of agenda items by staff, questions arising from council members after receiving their information packet should be, whenever possible, presented to the city manager for staff consideration prior to the council meeting. This allows staff time to address the council member's concern and provide all council members with the additional information.
2. The city manager shall designate the appropriate staff member to address each agenda item and shall see that each presentation is prepared and presented in order to inform and educate the council on the issues which require council action. The presentation should be professional, timely, and allow for discussion of options for resolving the issue. The staff member making the presentation shall either make it clear that no Council action is required, present the staff recommendation, or present the specific options for council consideration.
3. The city manager is directly responsible for providing information to all the council concerning any inquiries by a specific council member. If the city manager or his/her staff's time is being dominated or misdirected by a council member, it is his/her responsibility to inform the mayor of the concern (any action necessary is covered under Section I A:7).
4. The city manager will be held responsible for the professional and ethical behavior of himself/herself and the discipline of his/her staff. The city manager is also responsible for seeing that his/her staff also receives the education and information necessary to address the issues facing municipal government.
5. Any conflicts arising between the city staff and the council will be addressed by the mayor and the city manager.
6. All staff members shall show each other, each council member, and the public respect and courtesy at all times. They are also responsible for making objective, professional presentations to ensure public confidence in the process.
7. The city manager, after an election, will make sure that staff has prepared information needed for the orientation of new council members and inform them of any Texas Municipal League conferences and seminars available. The city manager will also be responsible for meeting personally with new members and informing them about city facilities and procedures.

Section III: Council and Media Relations

Since the democratic form of government is only successful when the citizens are kept informed and educated about the issues facing their municipality, it is imperative the media play an important role in the governmental process. It is through an informed public that progress is ensured and good government remains sensitive to its constituents. These guidelines are designed to help ensure fair relationships with all media reporters. The council and the city manager recognize that the news media provide an important link between the council and the public. It is the council's desire to establish a professional working relationship to help maintain a well informed and educated citizenry.

1. During the conduct of official business, the news media shall occupy places designated for them or the general public.
2. All reporters will have access to an agenda in advance and will be furnished support material needed for clarification if requested.
3. In order to preserve the decorum and professionalism of council meetings, the media are requested to refrain from conversing privately with other people in the audience and to conduct any interviews with the public outside the council chambers while council is in session.
4. Since the government body conducts business differently, it is requested that all reporters new to city council meetings meet with the city manager, mayor, or the public communications representative prior to covering their first meeting to be informed of policies and procedures to help ensure a professional working relationship between the media reporter and the city.
5. On administrative matters, the city manager is the spokesperson, unless he/she has appointed a media relations person to present staff information on the agenda.
6. The mayor, or his/her designee, is the primary spokesperson for the city on matters regarding policy decisions or any council information pertaining to issues on the agenda. In order to ensure fair treatment of an issue, any clarifications requested by the media on the issue should be addressed after the meeting. When opposing positions have been debated, regardless of the outcome, the public is better informed when all sides have adequate coverage by the media. This lets the public know that the item was seriously debated and options discussed before a vote was taken, and helps build confidence in the democratic process.
7. The College Station City Council is made up of six council members and a mayor, each elected by the citizens of College Station. In respect to each council member and his/her constituents, his/her views as presented on an issue before the council should provide equitable representation from all seven members. Even though council members may express differing ideas, equitable representation helps promote unity of purpose by allowing the public to be informed of each member's position during his/her term of office and not only during an election campaign.

We all have the responsibility to protect the integrity of our governing process and therefore, have read and agreed to the above guidelines.

Section IV. Council Social Media Relations

The city understands that social networking and internet services have become a common form of communication in the workplace and among stakeholders and citizens. Also, the city recognizes the right to use and maintain personal web sites or to engage in social networking. However, the line between public and private activity has been blurred by these social networking tools, which is the primary reason these guidelines were developed. Information from your personal Facebook page, blog entries and tweets – even if they are intended as personal messages between family and friends – can easily reach beyond your intended audience and represent you and the city to the outside world. For those council members who choose to participate in social networks, here are some additional guidelines for personal social networking sites:

- City policies, rules, regulations and code of conduct apply to individuals who engage in social networking activities while conducting city business. Use of your city e-mail address and communicating in your official capacity will constitute conducting city business.
- Protect your privacy, the privacy of citizens, and the information the city holds. Follow all privacy protection laws, i.e., HIPAA, and protect sensitive and confidential city information. Follow all copyright laws, open records laws, retention laws, fair use and financial disclosure laws and any other laws that might apply. All city social networking activities are subject to State of Texas open records laws. All city information that is considered non-public in nature must be protected. Respect and maintain the confidentiality entrusted to you. Do not divulge or discuss proprietary information, personal details about other people or other confidential material.
- Frame any comments or responses in a respectful and positive manner. Do not argue with commenters. Be clear, but not defensive. Avoid personal attacks and do not criticize other city employees or departments. Do not use ethnic slurs, profanity, personal insults, or engage in any conduct that would not be acceptable in the city's workplace. Before posting, consider how your comment or behavior would be received if it appeared in the mass media. In other words, behave as if you are in any other public setting.
- Recognize that everything you post or receive on a social media site is public. Anyone with access to the web can get access to your activity on social media sites. You are responsible for the content you post. If it gives you pause, pause before you publish. Remember that your personal and professional lives overlap in your online activity. Make it clear that you are speaking for yourself and not on behalf of the city. If you publish content on any Web site outside of the city and it has something to do with the work you do or subjects associated with the city, use a disclaimer such as this: "The postings on this site are my own and don't necessarily represent the city's positions or opinions." When in doubt about any online activity, contact the public communications department.

Section V. Videoconferencing (A full copy of the City's Videoconference Policy is attached.)

1. A council member is permitted to attend a council meeting by videoconference in those instances in which a council member would otherwise be required to request an excused absence, such as travel or illness. The council understands the importance of ensuring council members and members of the public attending the meeting in person have adequate access to a council member's comments when he or she attends the meeting virtually. The purpose of this policy is to establish policies and procedures to help ensure council members participating remotely in a council meeting by means of a videoconference call, do so within the guidelines of TEXAS GOVERNMENT CODE, §551.127. TEXAS GOVERNMENT CODE, §551.127 permits the city council to meet in executive session by videoconference call provided that the closed session meets the statutory requirements. A council member remoting into executive session must be in a closed room and must be alone to protect the confidentiality of the executive session and in some cases to preserve the attorney client privilege.
2. The notice of a meeting to be held by videoconference call must specify the location and the intent to have a quorum present at the location. The location shall have two-way audio and video communication with each member who is participating by videoconference call during the entire meeting. Each participant in the videoconference call, while speaking, shall be clearly visible and audible to each other participant, and during the open portion of the meeting, to the members of the public in attendance at the location and any other location of the meeting that is open to the public.
No more than three (3) council members may videoconference at any one time. Requests to videoconference will be taken on a first come/first-served basis.
3. A meeting of the Council may be held by videoconference call only if:
 - a. the meeting takes place in the College Station City Hall, which has been determined to be the only physical space that currently meets the requirements of TEXAS GOVERNMENT CODE, §551.127;
 - b. the member of the governmental body presiding over the meeting is present at that physical space; and
 - c. any member of the public present at that physical space is provided the opportunity to participate in the meeting by means of videoconference call in the same manner as a person who is physically present at a meeting of the governmental body that is not conducted by videoconference call.
4. A meeting held by videoconference call can only be held if a quorum of the council is physically present at one location. If a problem occurs that causes a remote participant to no longer be visible and audible to the public at the location, the meeting must be recessed until the problem is resolved. If the problem cannot be resolved in thirty (30) minutes the council member remoting into the meeting will be determined to have left the meeting, and the meeting will continue at the location.

Section VI. College Station City Council Code of Ethics

The office of elected officials is one of trust and service to the citizens of College Station. This position creates a special responsibility for the College Station city council member. In response to this, the College Station city council is expected to govern this city in a manner associated with a commitment to the preservation of the values and integrity of representative local government and local democracy and a dedication to the promotion of efficient and effective governing. To further these objectives, certain ethical principles shall govern the conduct of every council member, who shall:

1. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the citizens of College Station;
2. Recognize that the chief function of local government at all times is to serve the best interests of all of the people;
3. Be dedicated to public service by being cooperative and constructive, and by making the best and most efficient use of available resources;
4. Refrain from any activity or action that may hinder one's ability to be objective and impartial on any matter coming before the council. Do not seek nor accept gifts or special favors; believe that personal gain by use of confidential information or by misuse of public funds or time is dishonest;
5. Recognize that public and political policy decisions, based on established values, are ultimately the responsibility of the city council, and
6. Conduct business in open, well-publicized meetings in order to be directly accountable to the citizens of College Station. It is recognized that certain exceptions are made by the State for executive sessions; however, any action as a result of that type of meeting will be handled later in open session.

Approved on the 24th day of March 2022.

City Attorney

Mayor

City Secretary

March 24, 2022
Item No. 9.1.
Corsair Drive Rezoning

Sponsor: Derrick Williams, Staff Planner

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption:Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, “Unified Development Ordinance, “Article 4, Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from SC Suburban Commercial to PDD Planned Development District for approximately 5 acres of land generally located at the intersection of Emerald Parkway and Corsair Drive (3105 Corsair Drive). Case # REZ2022-000001

Relationship to Strategic Goals:

Diverse & Growing Economy

Recommendation(s): The Planning and Zoning Commission heard this item at their March 3, 2022 Regular Meeting and voted unanimously to recommend approval. Staff recommends approval of the rezoning.

Summary: This request is to rezone approximately 5 acres of land from SC Suburban Commercial to PDD Planned Development District with a base zoning of SC Suburban Commercial for the development of a skilled nursing facility at the intersection of Corsair Drive and Emerald Parkway, adjacent to the Emerald Forest subdivision. SC Suburban Commercial allows for Extended Care Facilities/Convalescent/Nursing Homes land uses, but a PDD has been requested to allow an adjustment to the existing zoning’s individual building size limitation as applied to skilled nursing facility uses and to enhance the required buffer against the neighborhood.

REZONING REVIEW CRITERIA

Whether the proposal is consistent with the Comprehensive Plan: The current Comprehensive Plan Future Land Use and Character Map designates the subject property as Neighborhood Commercial.

The Comprehensive Plan generally describes the Neighborhood Commercial land use designation as follows:

Neighborhood Commercial – Areas of commercial activities that cater primarily to nearby residents. These areas tend to be smaller format than general commercial and located adjacent to major roads along the fringe of residential areas. Design of these structures is compatible in size, architecture, and lot coverage with surrounding residential uses.

This PDD proposes a base zoning of SC Suburban Commercial, which is a district that has taken appropriate land uses and design into consideration. SC Suburban Commercial land uses are less intense uses, generating less traffic than those found in GC General Commercial districts. These sites generally provide walkable and pedestrian friendly environments for both the subject properties and surrounding neighborhoods. The proposed use of a skilled nursing facility would provide a need in the community without sacrificing neighborhood integrity and character.

Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area: The permitted uses of the property are not proposed to change. PDD Planned Development District will be based on the SC Suburban Commercial zoning district, which is designed to be compatible with residential land uses. Given the property's proximity to existing single-family uses, the intended use of a skilled nursing facility could be easily incorporated with the existing developments.

Whether the property to be rezoned is physically suitable for the proposed zoning district: The subject property is not in the FEMA floodplain. There is some natural vegetation onsite, concentrated mainly in the northeast corner, adjacent to single family lots. While adjacent to a neighborhood, its only street frontage is to a right-of-way shared with other non-residentially-zoned properties. The subject property is physically suitable for the proposed zoning district.

Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district: Sanitary sewer service, water service, and fire flow will be provided by College Station Utilities. Stormwater will be designed according to BCS Unified Stormwater Design Guidelines and will be collected in an on-site detention pond before being released into an existing storm sewer system on Driftwood Drive. A traffic impact analysis was performed for the rezoning requested and did not identify any traffic mitigation needed. The traffic generated by this use will not adversely affect the safety nor convenience of transportation.

The marketability of the property: The applicant stated that "This property is marketable for uses that do not depend on traffic for business, such as retail and services. A neighborhood friendly use that does not depend on traffic numbers is ideal for this property, and we believe a skilled nursing facility meets those criteria." The applicant is proposing to consolidate the area into one building for only skilled nursing facility uses that would generate less traffic than retail uses. This is anticipated to increase the marketability of the property.

REVIEW OF CONCEPT PLAN

The Concept Plan provides an illustration of the general layout of the proposed building and parking areas as well as other site related features. In proposing a PDD, an applicant may also request variations to the general platting and site development standards provided that those variations are outweighed by demonstrated community benefits of the proposed development. The Unified Development Ordinance provides the following review criteria as the basis for reviewing PDD Concept Plans:

1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area;
2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section;
3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development;
4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association;

5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities;
6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity; and
7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

Purpose, Intent and Community Benefits - The proposed Planned Development District for this property outlines the purpose, intent, and community benefit of the proposed development which is to promote and encourage innovative development that is sensitive to surrounding land uses and natural environment.

Base Zoning and Meritorious Modifications - At the time of site plan, the project will need to meet all applicable site development standards and platting requirements of the Unified Development Ordinance for the SC Suburban Commercial zoning district, except where meritorious modifications are granted with the PDD zoning. The applicant is requesting the following meritorious modification:

SC Suburban Commercial requirements: UDO Section 5.3.C. "...The gross floor area of a single structure in this district shall not exceed 15,000 square feet in area."

Skilled nursing facilities are proposed to be allowed to consolidate permissible building area into one building exceeding the maximum of 15,000 sf.

Community Benefits - The applicant offers the following as community benefits:

Along with the required buffer, preservation of viable canopy trees along the property line that abuts Emerald Forest.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Vicinity, Aerial, and Small Area Map
3. Future Land Use Map
4. Rezoning Map
5. Rezoning Exhibit
6. Concept Plan
7. Background Information
8. Applicant's Supporting Information
9. Bulk Variances Letter

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 5 ACRES LOCATED AT 3105 CORSAIR DRIVE FROM SC SUBURBAN COMMERCIAL TO PDD PLANNED DEVELOPMENT DISTRICT; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”, Exhibit “B”, Exhibit “C” and Exhibit D** 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 24th day of March, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

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

Lot 6 of Emerald Point, an addition in the City of College Station, Brazos County, Texas, according to the replat recorded in Volume 13606, Page 14 of the Plat Records of Brazos County, Texas.

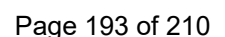


Exhibit B

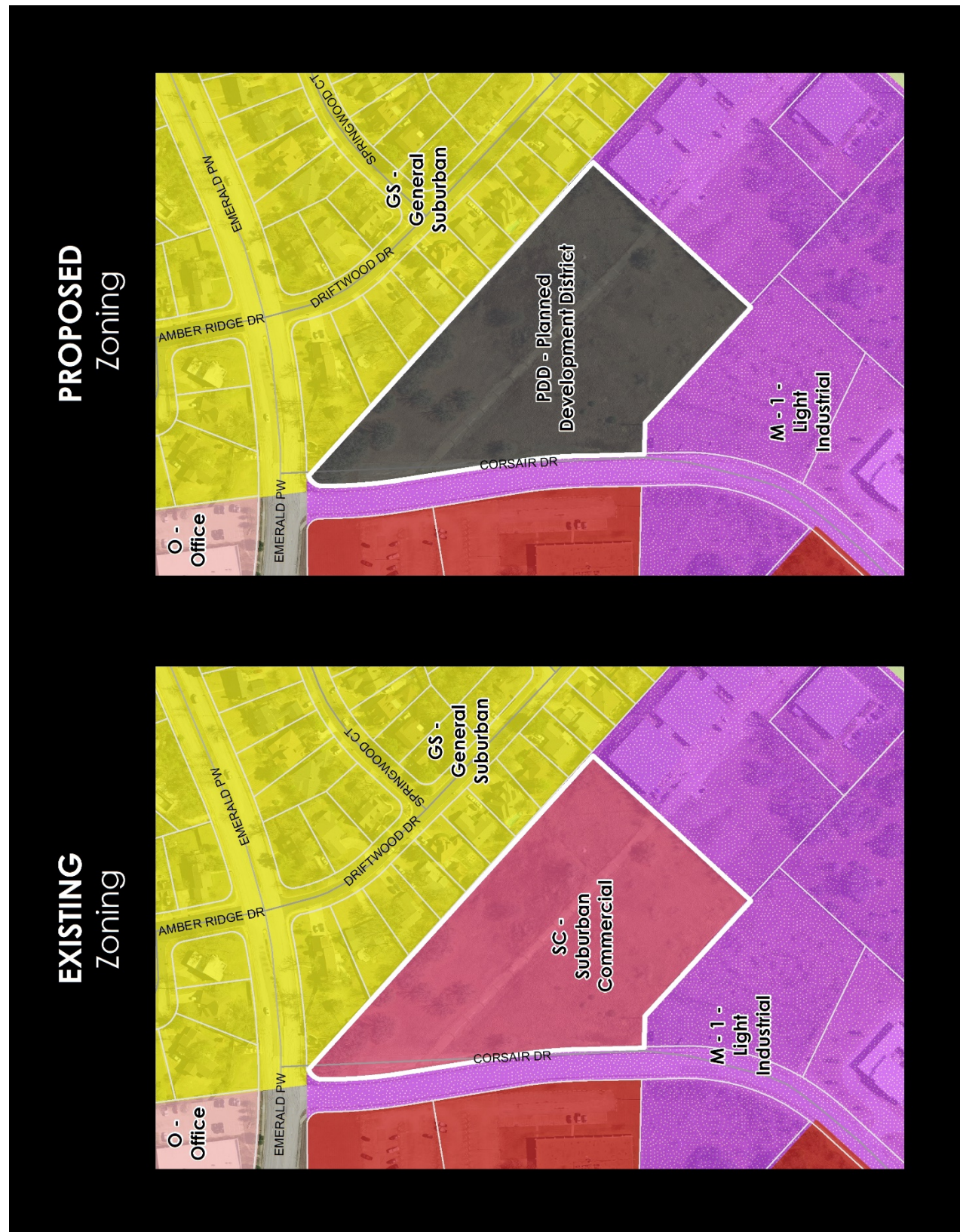


Exhibit C

Purpose, Intent and Community Benefits - The proposed Planned Development District for this property outlines the purpose, intent, and community benefit of the proposed development which is to promote and encourage innovative development that is sensitive to surrounding land uses and natural environment.

Base Zoning and Meritorious Modifications - At the time of site plan, the project will need to meet all applicable site development standards and platting requirements of the Unified Development Ordinance for the SC Suburban Commercial zoning district, except where meritorious modifications are granted with the PDD zoning.

The applicant is requesting the following meritorious modification:

- SC Suburban Commercial requirements: UDO Section 5.3.C. "...The gross floor area of a single structure in this district shall not exceed 15,000 square feet in area."
- Skilled nursing facilities are proposed to be allowed to consolidate permittable building area into one building exceeding the maximum of 15,000 sf.

Community Benefits - The applicant offers the following as community benefits:

- Along with the required buffer, preservation of viable canopy trees along the property line that abuts Emerald Forest.

Exhibit D

NOTES:

1. TOTAL SITE AREA: 5.45 AC
2. THERE IS NO FEMA REGULATED 100-YEAR FLOODPLAIN ON THIS SITE PER FEMA MAP PANEL #4804110310F DATED APRIL 2, 2014.
3. THE DEVELOPMENT WILL NOT INCLUDE PARKS, GREENWAYS, CONSERVATION AREAS, SCHOOLS, OR TRAILS.
4. ALL SITE LIGHTING WILL COMPLY WITH CITY OF COLLEGE STATION ORDINANCES.
5. BUFFER WILL COMPLY WITH CITY OF COLLEGE STATION ORDINANCES.
6. MAXIMUM BUILDING EAVE HEIGHT: 10' - WILL MEET SINGLE FAMILY HEIGHT RESTRICTIONS.

PROJECT INFORMATION:

NO. 77688
 PREPARED BY: [Firm Name]
 CHECKED BY: [Firm Name]
 DATE: [Date]

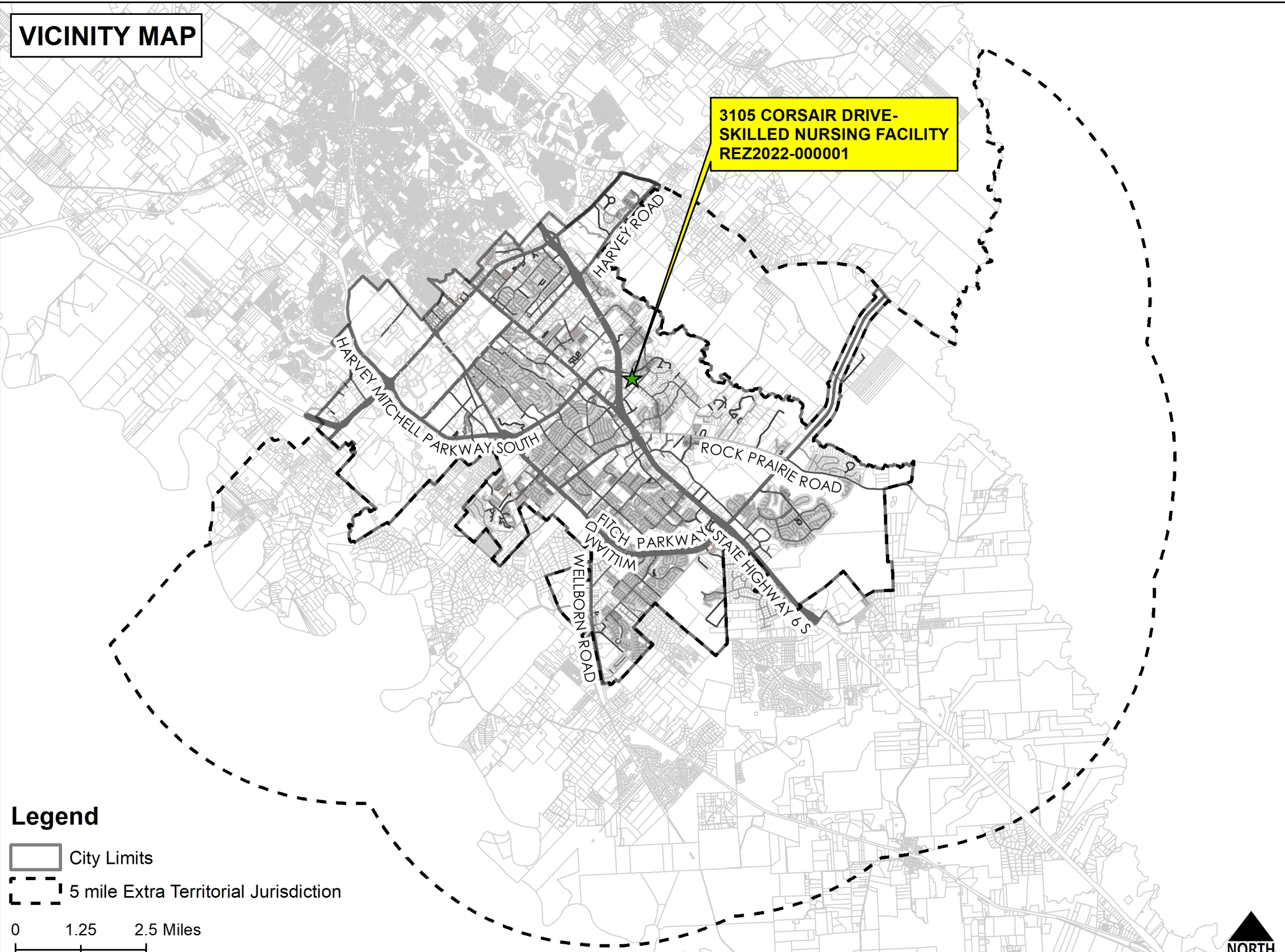
MITCHELL MORGAN
 T: 979.260.6863
 F: 979.260.3564
 TX: FRM # P-1443
 200 DAN LARSEN PKWY
 SUITE 200
 COLLEGE STATION, TX 77840

CONCEPT PLAN

CDP

VICINITY MAP

3105 CORSAIR DRIVE-
SKILLED NURSING FACILITY
REZ2022-000001



Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction

0 1.25 2.5 Miles



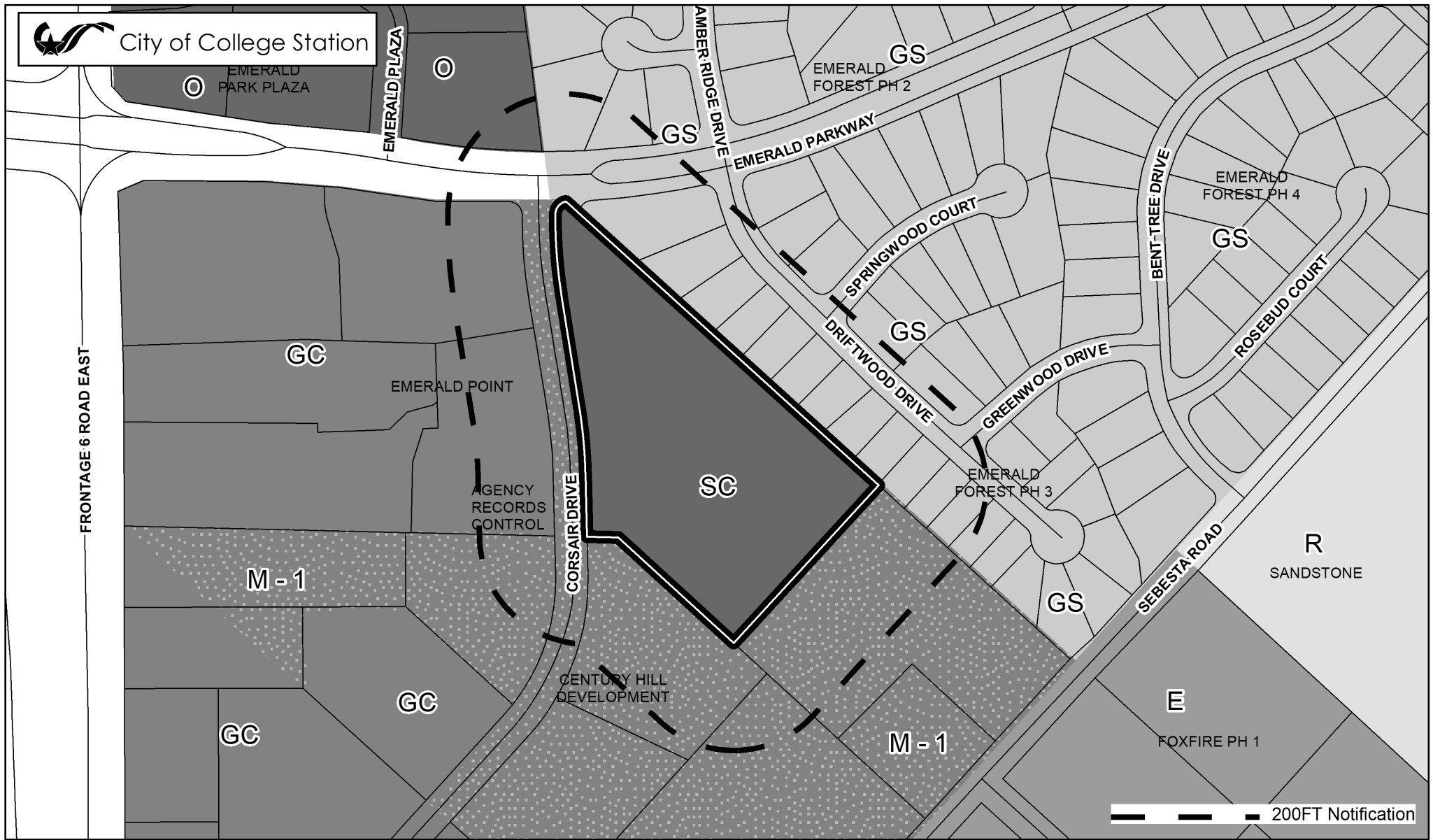


0 255 510 Feet

**3105 CORSAIR DRIVE-
SKILLED NURSING FACILITY**

Case:
REZ2022-000001

REZONING



200FT Notification

ZONING DISTRICTS (In Grayscale)

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

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

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

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

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

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



0 255 510 Feet

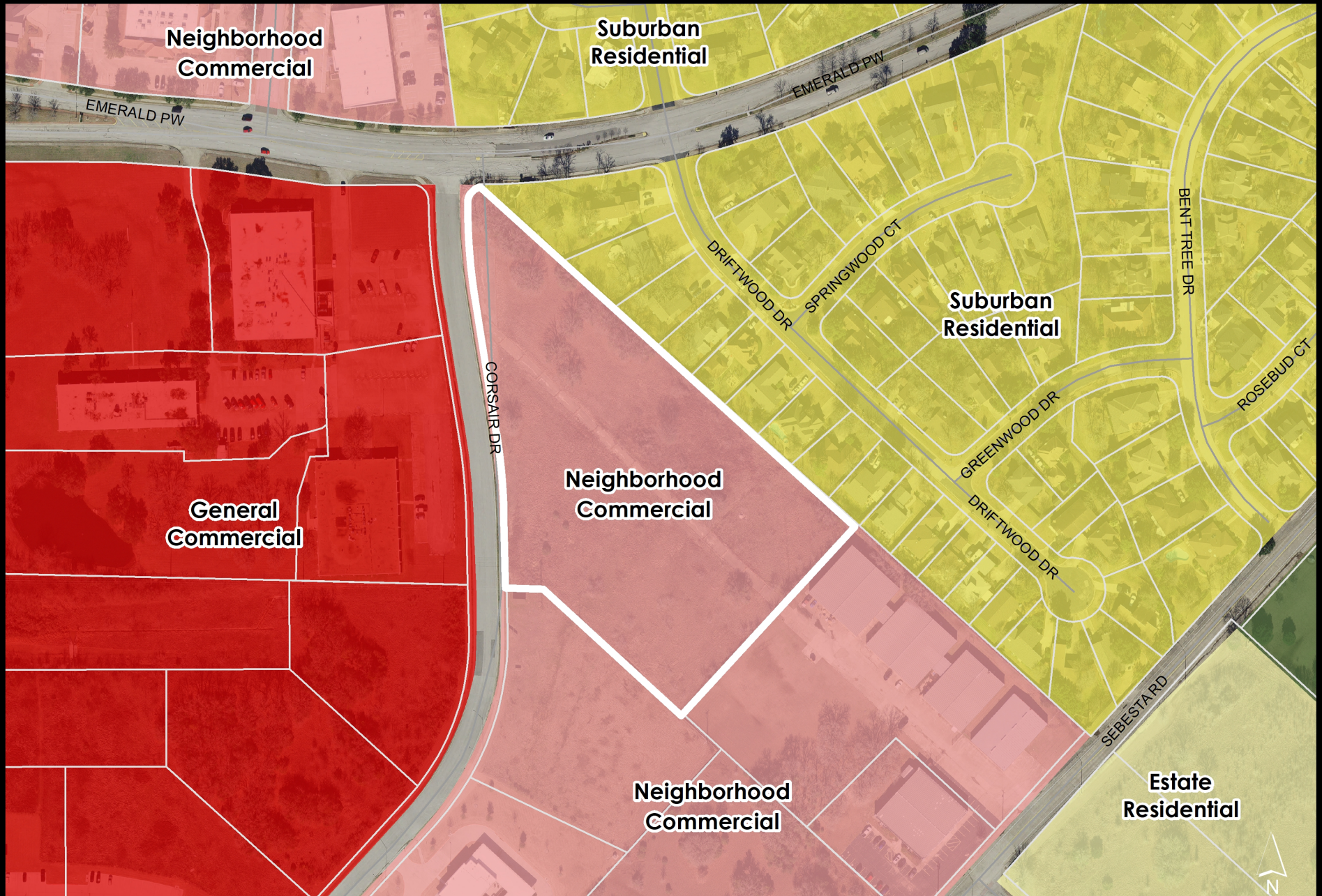
**3105 CORSAIR DRIVE-
SKILLED NURSING FACILITY**

Case:
REZ2022-000001

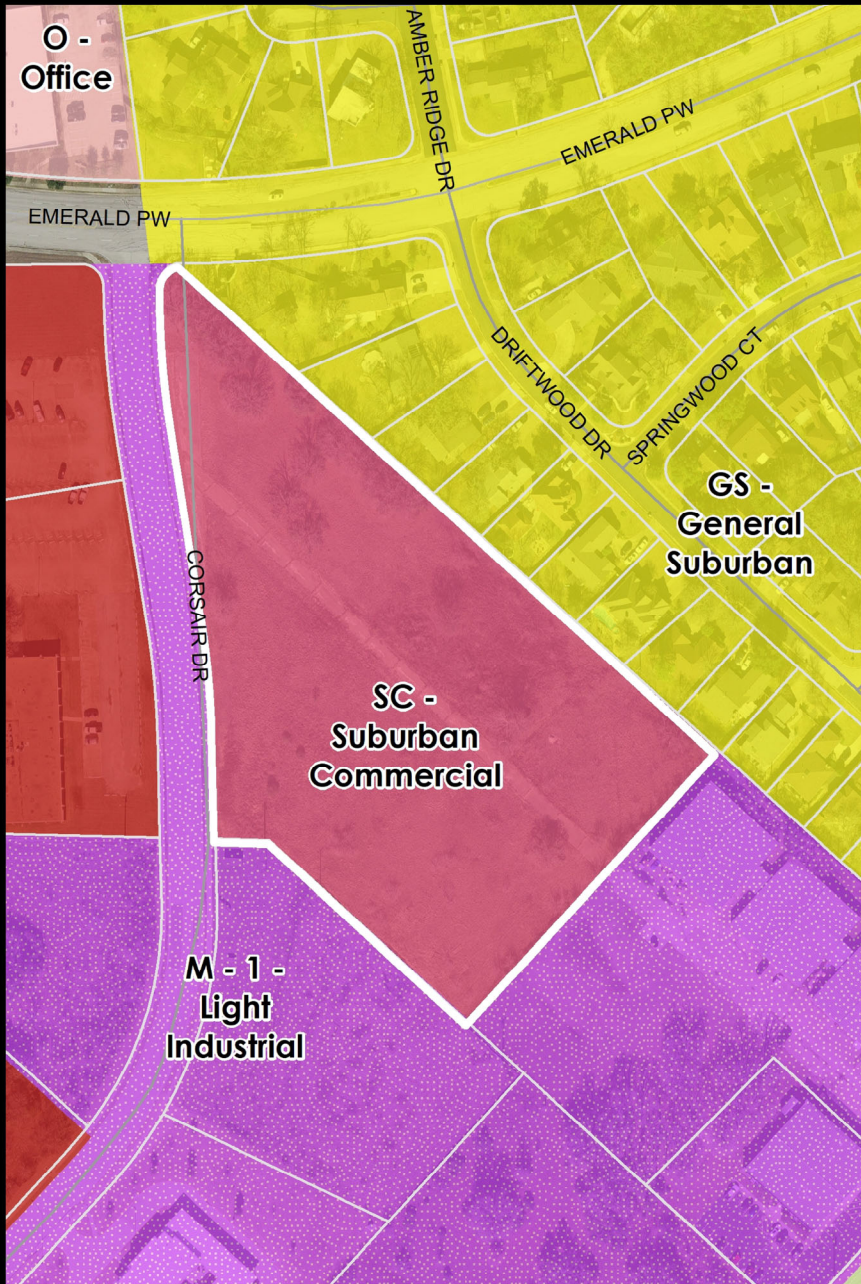
REZONING

EXISTING

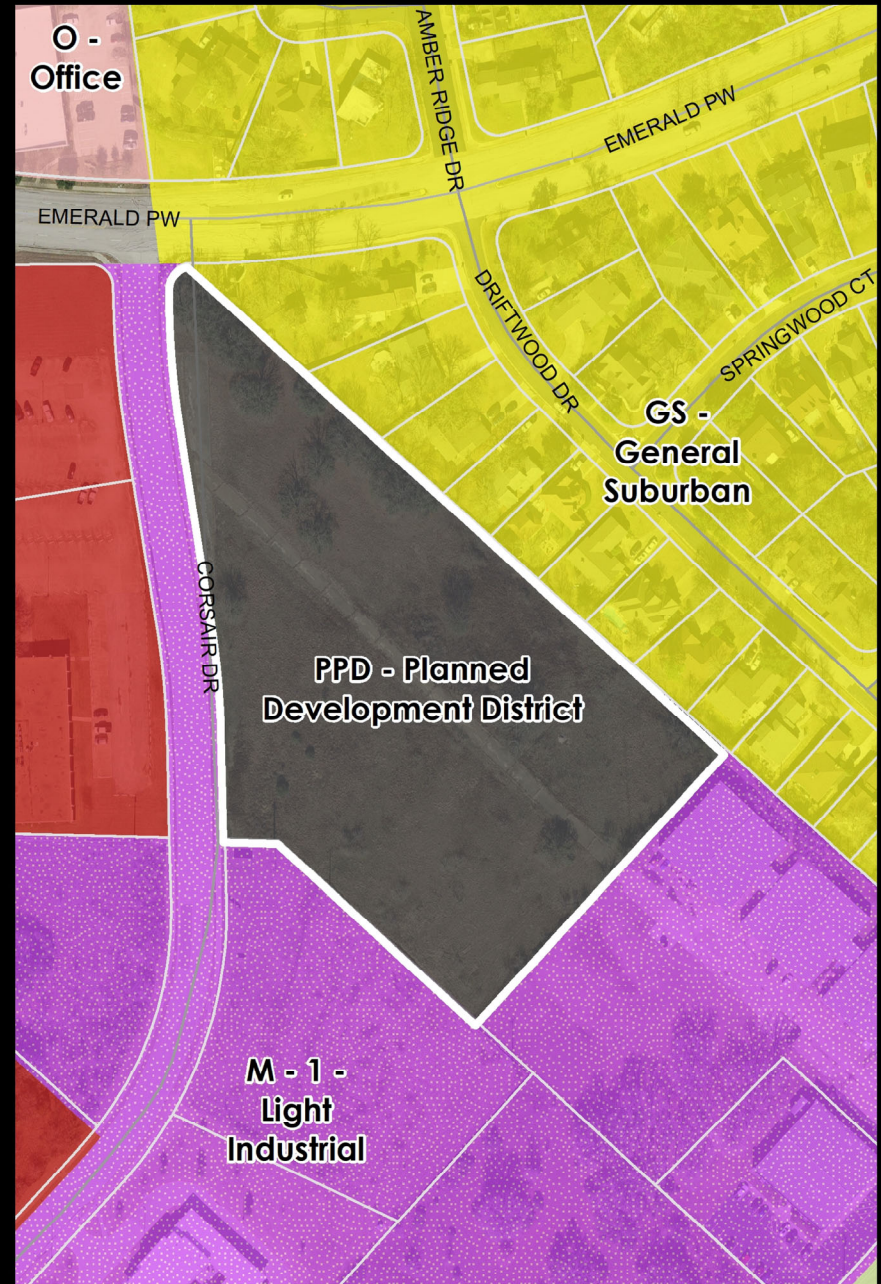
Future Land Use

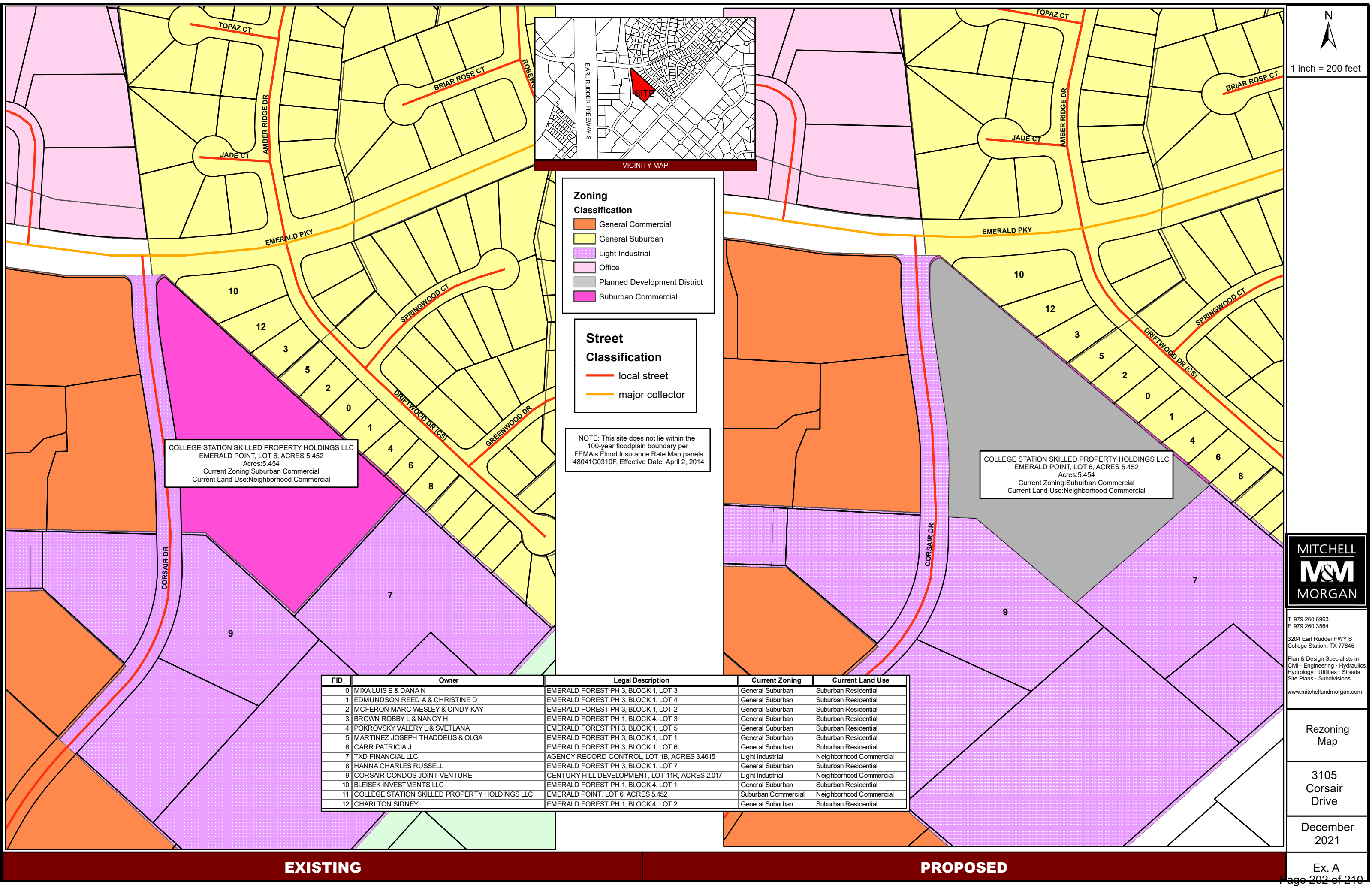


EXISTING Zoning



PROPOSED Zoning





N
1 inch = 200 feet

MITCHELL
M&M
MORGAN

T. 979.260.6963
F. 979.260.3564

3204 Earl Rudder Fwy S
College Station, TX 77845

Plan & Design Specialists in
Civil · Engineering · Hydraulics
Hydrology · Utilities · Streets
Site Plans · Subdivisions

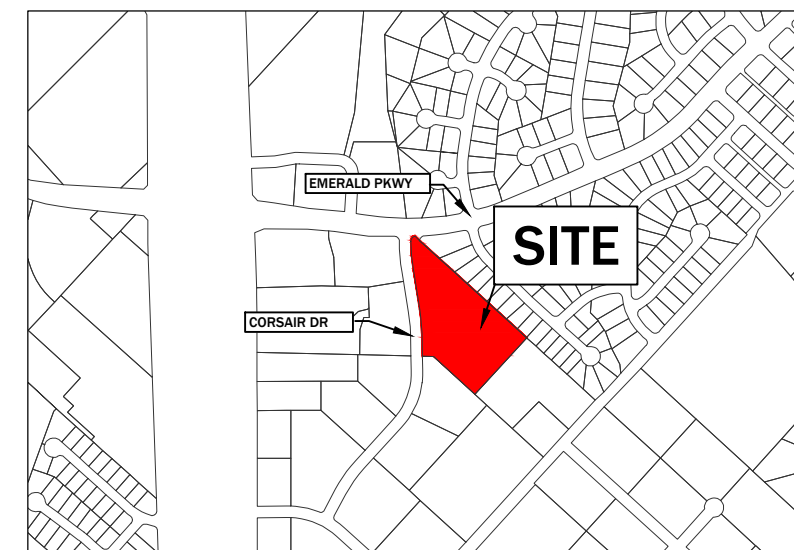
www.mitchellandmorgan.com

Rezoning
Map

3105
Corsair
Drive

December
2021

Ex. A
Page 202 of 210



PARKING & ACCESS

NTS

CORSAIR DR

1. TOTAL SITE AREA: 5.45 AC
2. THERE IS NO FEMA REGULATED 100-YEAR FLOODPLAIN ON THIS SITE PER FEMA MAP PANEL #48041C0310F DATED APRIL 2, 2014.
3. THE DEVELOPMENT WILL NOT INCLUDE PARKS, GREENWAYS, CONSERVATION AREAS, SCHOOLS, OR TRAILS.
4. ALL SITE LIGHTING WILL COMPLY WITH CITY OF COLLEGE STATION ORDINANCES.
5. BUFFER WILL COMPLY WITH CITY OF COLLEGE STATION ORDINANCES.
6. MAXIMUM BUILDING EAVE HEIGHT: 10' - WILL MEET SINGLE FAMILY HEIGHT RESTRICTIONS.

CP

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: March 3, 2022
Advertised Council Hearing Date: March 24, 2022

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

Emerald Forest HOA

Property owner notices mailed: 31

Contacts in support: 1
Contacts in opposition: None at the time of this report
Inquiry contacts: 1 at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Suburban Residential	GS General Suburban	Single-Family Residential
South	Neighborhood Commercial	M-1	Undeveloped
East	Neighborhood Commercial	M-1	Commercial - Industrial
West	General Commercial	GC	Commercial Office

DEVELOPMENT HISTORY

Annexation: 1977
Zoning: 1977 – A-O Agricultural-Open District
1979 – M-1 Planned Industrial District
2017 – SC Suburban Commercial
Final Plat: Not platted
Site development: The subject property is undeveloped.



REZONING PDD APPLICATION SUPPORTING INFORMATION

Name of Project: 3105 CORSAIR DRIVE-SKILLED NURSING FACILITY

Address:

Legal Description: EMERALD POINT, LOT 6, ACRES 5.452

Total Acreage: 5.45

Applicant: MITCHELL & MORGAN

Property Owner: COLLEGE STATION SKILLED PROPER

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

The 55+ population continues to be the fastest growing population in College Station, therefore the need for medical facilities to support the aging population will also continue to increase. While the use is appropriate, the size of the building is the reason we are requesting a PDD. In order to provide this type of use, in the most efficient manner, we are requesting a change in zoning to PDD Planned Development District.

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

The Comprehensive Plan has designated this property for Neighborhood Commercial uses. We have based the PDD on the SC Suburban Commercial zoning district, which is compatible with the Neighborhood Commercial land use designation. The request zone change is in compliance with the Comprehensive Plan.

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

The property is currently zoned SC Suburban Commercial which is designed to be appropriate for properties adjacent to neighborhoods. The property is suitable for SC Suburban Commercial.

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

We are using SC Suburban Commercial as the base zoning district, which is the existing zoning district. Because of the adjacency to the neighborhood, the permitted uses in the SC Suburban Commercial zoning district are suitable for the property at this location.

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

We are using SC Suburban Commercial as the base zoning district, which is the existing zoning district. Because of the adjacency to the neighborhood, the permitted uses in the SC Suburban Commercial zoning district are suitable for the property at this location.

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

The property is located at corner of two Collector thoroughfares close to State Highway 6 and at the entrance of an established neighborhood. This property is marketable for uses that do not depend on traffic for business, such as retail and services. A neighborhood friendly use that does not depend on traffic numbers is ideal for this property, and we believe a skilled nursing facility meets those criteria.

List any other reasons to support this zone change.

N/A

Maximum Building Height.

10' measured to the eaves

Proposed Drainage.

Stormwater will be designed according to BCS Unified Stormwater Design Guidelines and will be collected in an on-site detention pond before being released into an existing storm sewer system on Driftwood Drive.

Variations Sought.

Please see the attached letter.

Community Benefits.

Please see the attached letter.

Sustained Stability.

The concept plan meets minimum design standards and offers single-family protection from the development. Additionally, we are offering to preserve viable trees at the north corner of the site to further buffer some of the parking from the adjacent residences.

Conformity.

The Comprehensive Plan intended Neighborhood Commercial uses to be compatible with adjacent and nearby single-family residential neighborhoods both in use and design. While we are asking to consolidate permittable building area into one building, it is being compensated by developing a low-intensity use that will not generate high traffic, nor require as many parking spaces as with retail. We believe this use and proposed layout are in conformity with the policies, goals and objectives of the Comprehensive Plan.

Compatibility with use.

A skilled nursing facility is a low intensity use that will not include adverse activities that will negatively impact the adjacent residences. A skilled nursing facility, by nature, is a residence and will be very compatible with the abutting and adjacent developments.

Access to Streets.

This development does not include dwelling units.

Public Improvements.

This development will provide all necessary infrastructure to the site. Sidewalks are available on Emerald Parkway and Corsair Drive.

Public Health.

The site will include single-family protections and be developed as a use that is very compatible to the adjacent residences. Additionally, the development will make improvements to drainage from this lot that currently affects the adjacent residential lots. This development will be a very good neighbor to the Emerald Forest neighborhood and will not be detrimental to the public health, safety, or welfare or materially injurious to properties in the vicinity.

Safety.

This use does not generate heavy amounts of traffic in any form compared to many of the other permitted uses in the Suburban Commercial zoning district. The traffic generated by this use will not adversely affect the safety nor convenience of transportation.



Derrick Williams
Staff Planner
City of College Station
P.O. Box 9960
College Station, TX 77842

January 5, 2022

Re: 3105 Corsair Drive Skilled Nursing Facility (PDD Rezoning)

Dear Derrick,

Understanding that we must choose a base zoning district for the skilled nursing facility upon which we base all variance requests, we have chosen SC Suburban Commercial. We request the following bulk variances to the SC Suburban Commercial development standards:

1. Consolidate permissible building area into one building exceeding 15,000 sf

Understanding that the maximum building area in SC Suburban Commercial is 15,000 sf, we estimate that this site can provide approximately 55,000 sf of retail space. We request to consolidate this area into one building for only skilled nursing facility uses, a use that is less intense and generates less traffic than retail uses.

As stated in the UDO, the purpose of the Planned Development district is to promote and encourage innovative development that is sensitive to surrounding land uses and to the natural environment. A PDD may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts. Finally, the PD District allows development to vary from certain development standards so long as there are community benefits which outweigh the requested modifications. We believe that this project offers a desired development opportunity and its community benefits outweigh modifications being requested. These community benefits are as follows:

1. In addition to the required buffer, we will preserve viable canopy trees at the north end of the property along approximately 360' of the property line that abuts the Emerald Forest residences.

We believe we are offering a development that is both compatible and sensitive to the surrounding area in use and design and this facility will be a good neighbor to the Emerald Forest subdivision and a great asset this area of College Station.

Thank you very much. If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink that reads "Crissy Hartl".

Crissy Hartl, AICP
Staff Planner

March 24, 2022

Item No. 12.1.

Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Animal Shelter Board, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bond Citizens Advisory Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Census Committee Group, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:

None