



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

September 8, 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 6:00 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. Shana Elliott and Lawrence Kalke v. The City of College Station, et al.
- d. Robert Danny Clack, II v. The City of College Station, et al.

Real Estate {Gov't Code Section 551.072};

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

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

Personnel {Gov't Code Section 551.074};

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

- a. City Manager

b. Council Self Evaluation

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 proclaiming September 17th through 23rd as Constitution Week.

Sponsors: Tanya Smith

Attachments: 1. 220414 -- Constitution Week

5.2. Presentation proclaiming September 8th as Special Olympics Team Texas Flag Football Day.

Sponsors: Tanya Smith

Attachments: 1. 22 Special Olympics Team Texas Flag Football Day

6. Hear Visitors.

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

7. Workshop Items.

7.1. Presentation, discussion, and possible action regarding City Council's request for a presentation regarding Proactive Rental Inspection programs.

Sponsors: Debbie Eller

Attachments: None

7.2. Presentation, discussion, and possible action regarding City entry signage locations.

Sponsors: Jennifer Cain

Attachments: None

8. Consent Agenda.

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 regarding the first renewal of a marketing and advertising services agreement with Belmont Icehouse, LLC for \$400,000.

Sponsors: Natalie Ruiz

Attachments: 1. 21300675_R1

- 8.2. Presentation, discussion, and possible action on approving the annual purchase of chlorine gas from DXI Industries, Inc. for a not-to-exceed amount of \$250,000.

Sponsors: Gary Mechler

Attachments: 1. DXI Industries Bid From City of Bryan
2. DXI Industries Quote For the City of College Station

- 8.3. Presentation, discussion, and possible action on approving the semi-annual purchase of polymer from Polydyne, Inc. for a not-to-exceed amount of \$102,000.

Sponsors: Gary Mechler

Attachments: 1. Polydyne Inc. - City of Bryan Contract
2. Polydyne Inc. - City of College Station Quotation

- 8.4. Presentation, discussion, and possible action on a resolution in support of Brazos County's bond proposition.

Sponsors: Bryan Woods

Attachments: 1. Resolution Supporting Brazos County Bond 9-8-22

- 8.5. Presentation, discussion, and possible action on a resolution in support of the Regional Mobility Authority's vehicle registration fee referendum.

Sponsors: Bryan Woods

Attachments: 1. Resolution supporting RMA Fee 9-1-22

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

Sponsors: Bryan Woods

Attachments: 1. September 8 Disaster Declaration Renewal Ordinance

9. Regular Agenda.

- 9.1. Public Hearing, presentation, discussion, and possible action on Budget Amendment 4 amending Ordinance No. 2021-4286 which will amend the budget for the 2021-2022 Fiscal Year in the amount of \$21,491,393.

Sponsors: Mary Ellen Leonard

Attachments: 1. FY22 BA#4
2. FY22 Budget Amendment #4 Ordinance

- 9.2. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Suburban Residential to Neighborhood Commercial for approximately 0.16 acres, generally located at 106 Southland Street.

Sponsors: Robin Macias

Attachments: 1. Ordinance

2. Vicinity, Aerial, and Small Area Map
3. Comprehensive Plan Exhibit
4. Future Land Use Map
5. Background Information
6. Applicant's Supporting Information

- 9.3. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A , "Unified Development Ordinance, "Article 4, Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from PDD Planned Development District and GS General Suburban to PDD Planned Development District for approximately 0.75 acres located at Southland Addition Block 2 Lots 6 & 7 and the remainder of Lots 1-5, generally located at the intersection of Southland Street and Wellborn Road.

Sponsors: Robin Macias

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

- 9.4. Presentation, discussion, and possible action regarding an interlocal agreement with Brazos County for improvements to Greens Prairie Road between Long Creek Lane and Dalton Drive.

Sponsors: Jennifer Cain

- Attachments:
1. Brazos County and College Station ILA Greens Prairie (County Executed)
 2. Greens Prairie Road ILA Exhibit

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 September 2, 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."

September 8, 2022

Item No. 5.1.

Proclaiming September 17th through 23rd as Constitution Week

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming September 17th through 23rd as Constitution Week.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Receive the proclamation.

Summary: The United States Constitution, America's most important document, stands as a testament to the tenacity of Americans throughout history to maintain their liberties, freedoms and inalienable rights. And, Constitution Week is celebrated annually during the week of September 17-23 to commemorate its history, importance, and bring attention to how it still serves today.

This celebration of the Constitution was started by the Daughters of the American Revolution. In 1955, DAR petitioned Congress to set aside September 17-23 annually to be dedicated for the observance of Constitution Week. The resolution was later adopted by the U.S. Congress and signed into public law on August 2, 1956, by President Dwight D. Eisenhower.

The DAR has also erected a structure that is built in tribute to the Constitution of the United States. DAR Constitution Hall, which is a performing arts center, opened in 1929.

The aims of the Constitution Week celebration are to:

- Emphasize citizens' responsibilities for protecting and defending the Constitution.
- Inform people that the Constitution is the basis for America's great heritage and the foundation for our way of life.
- Encourage the study of the historical events which led to the framing of the Constitution in September 1787.

Budget & Financial Summary: None.

Attachments:

1. 220414 -- Constitution Week



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

Proclamation

Whereas: September 17, 2022, marks the two hundred and thirty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

Whereas: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Karl Mooney, by virtue of the authority vested in me as Mayor of College Station, Texas do hereby proclaim the week of September 17 through 23 as

“CONSTITUTION WEEK”

and ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of College Station, Texas to be affixed this 8th day of September of the year of our Lord two thousand twenty-two.

Karl Mooney
Mayor

Attest:

Tanya Smith
City Secretary

September 8, 2022

Item No. 5.2.

Proclaiming September 8th as Special Olympics Team Texas Flag Football Day

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming September 8th as Special Olympics Team Texas Flag Football Day.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Receive the proclamation.

Summary: Special Olympics Unified Intercollegiate (Texas A&M) Flag Football Team National Champions

Budget & Financial Summary: None.

Attachments:

1. 22 Special Olympics Team Texas Flag Football Day



Proclamation

- WHEREAS,** our local Special Olympic Unified Intercollegiate Texas A&M Flag Football Team coached by Donald Calhoun, Aggie Bombers, and Fred J. Clubb Jr., Texas A&M Faculty, have exhibited extraordinary leadership, dedication and hard work to be selected as Special Olympics Texas Intercollegiate team for Team Texas Delegation at the 2022 National Games; and
- WHEREAS,** our local and regional athletes on the Unified Texas A&M Flag Football Team are Ross Clubb, Franklin Cullen, James (Jaime) Everett, James Hawkins, Conner Kelly, and Jeffery Ramsey, along with Texas A&M University student Unified Partners Matthew Amezaga, Jose Lopez, Brendan Musser, and Stephen Sacarello.
- WHEREAS,** the team was locally sponsored by Brazos Valley Booster Club and “Coach Blair’s Charities”; and
- WHEREAS,** as they competed against outstanding university opponents University of Colorado, University of Florida, University of Mississippi, and University of Washington for the National Special Olympics Intercollegiate Championship; and
- WHEREAS,** in the medal rounds Texas A&M Unified Flag Football Team showed exemplary competition by winning the Special Olympic National Intercollegiate Championship and Gold Metal; and
- WHEREAS,** Team Texas Unified Flag Football Team finished the 2022 Special Olympics National Competition with the best overall win/loss record, the City of College Station wishes to recognize the exceptional coaching, training, effort, and dedication of Team Texas (Texas A&M) Unified Flag Football Team (its Coaches and Athletes/Partners) and to express our pride in their achievements.
- NOW, THEREFORE I,** Karl Mooney, as Mayor of the City of College Station, do hereby proclaim September 8, 2022 as

Special Olympics Team Texas Flag Football Day

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 8th Day of September 2022.

Karl P. Mooney
Mayor

Attest:

Tanya Smith
City Secretary

September 8, 2022
Item No. 7.1.
Proactive Rental Inspection Program

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding City Council's request for a presentation regarding Proactive Rental Inspection programs.

Relationship to Strategic Goals:

Neighborhood Integrity, Core Services & Infrastructure

Recommendation(s): Staff recommends that City Council receive a presentation regarding Proactive Rental Inspection and provide direction.

Summary: At the June 9, 2022 meeting, City Council directed staff to provide an overview of what can be included in a Proactive Rental Inspection (PRI). Staff will provide a summary of the common components of PRI, advantages and disadvantages, current programs and resources available, and possible options for PRI in College Station.

Budget & Financial Summary: N/A - Presentation only

Attachments:

None

September 8, 2022

Item No. 7.2.

City Entry Sign Locations

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding City entry signage locations.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends Council provide direction on City entry signage locations.

Summary: Presentation on possible locations for signage at City entry points.

Budget & Financial Summary: N/A

Attachments:

None

September 8, 2022

Item No. 8.1.

Belmont Icehouse Marketing and Advertising Agreement Renewal

Sponsor: Natalie Ruiz, Director of Economic Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the first renewal of a marketing and advertising services agreement with Belmont Icehouse, LLC for \$400,000.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommends approval of the agreement renewal.

Summary: This is the first of two renewals with Belmont Icehouse, LLC for tourism marketing and advertising services. Over the past year, City staff worked with Belmont Icehouse to develop a marketing and communication strategy for Visit College Station. This began with a quantitative study and included brand positioning and campaign development. Staff explored campaign ideas and reviewed target demographics, digital media strategies, and investments. Those efforts are currently underway and will continue under this first renewal.

Budget & Financial Summary: Funds are budgeted and available in the Tourism budget through Hotel Occupancy Tax revenues.

Attachments:

1. 21300675_R1



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 21300675R1 PROJECT#: _____ BID/RFP/RFQ#: 21-053

Project Name / Contract Description: Marketing & Advertising Services for COCS

Name of Contractor: Belmont Icehouse

CONTRACT TOTAL VALUE: \$ 400,000.00

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)

Org 31210171 Object 5541

CRC Approval Date*: N/A (If required)* Council Approval Date*: 09/8/2022 Agenda Item No*: _____

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

Insurance Certificates: _____ Performance Bond: N/A Payment Bond: N/A Info Tech: N/A

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____



July 20, 2022

ATTN: Mr. Tim Hudson
Belmont Icehouse
3116 Commerce St Ste D
Dallas, TX 75226

RE: Bid#21-053, Contract #21300675 Renewal #1
Marketing & Advertising Services for COCS

Dear Mr. Hudson,

The City of College Station appreciates the services provided by Belmont Icehouse, this past year. We would like to exercise our option to renew the above referenced price agreement for the term of October 1, 2022, through September 30, 2023, with a contract amount of Four Hundred Thousand and 00/100 Dollars (\$400,000.00), based on the original price agreement. This is the first of two possible renewals for this contract.

If this meets your company's approval, please complete the following renewal agreement, and return it, **no later than July 27, 2022**, via e-mail to rforsyth@cstx.gov.

Sincerely,

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

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

.....
CONTRACT #21300675 RENEWAL #1 ACCEPTANCE

By signing herewith, I acknowledge and agree to Contract #21300675 Renewal #1, for Marketing and Advertising services in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed Four Hundred Thousand and 00/100 Dollars (\$400,000.00).

I understand this renewal term will be for the period beginning October 1, 2022, through September 30, 2023. This is the first of two possible renewals for this contract.

BELMONT ICEHOUSE

By: _____
Printed Name: _____
Title: _____
Date: _____

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Asst. City Manager/CFO
Date: _____

YEAR ONE AGENCY FEE

AGENCY FEE ESTIMATED BY ROLE	EST. HOURS	RATE	INVESTMENT
Executive Creative Director	40	\$135.00	\$5,400.00
Account Director (primary contact)	300	\$135.00	\$40,500.00
Account Supervisor	94	\$135.00	\$12,690.00
Senior Strategist	80	\$135.00	\$10,800.00
Media Director	175	\$135.00	\$23,625.00
Finance Director	25	\$135.00	\$3,375.00
Creative Director / Copy Writer	160	\$135.00	\$21,600.00
Art Director / Graphic Design	300	\$135.00	\$40,500.00
Production Manager	40	\$135.00	\$5,400.00
TOTAL	1214		\$163,890.00

REIMBURSABLE EXPENSES

Paid Media	\$150,000.00
Research (pre- campaign baseline)	\$30,000.00
Creative Services Production (Video/Radio/HTML/Print Mechanicals /Etc.)*	\$50,000.00
Travel*	\$6,110.00
TOTAL	\$236,110.00

**All creative services production and travel will be estimated and approved by client*

TOTAL INVESTMENT	\$400,000.00
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Please note all travel will be estimated based on the current Texas Travel rates and will be approved by client prior to booking. Any remaining travel costs at the end of the fiscal can be shifted into paid media, as approved by the client.

<https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>

PROPOSAL FORM

Date: July 8, 2021

PROPOSAL FROM: Belmont Icehouse

PROPOSAL TO: City of College Station
1101 Texas Ave.
College Station, TX 77842

The Undersigned proposes to furnish all labor, services, materials, tools and necessary equipment for the testing, maintenance and/or replacement of substation equipment, and to perform the work required at the location set out by the Plans and Specifications, in strict accordance with the Contract Documents.

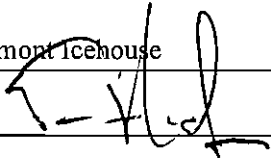
Please type or write legibly in blue or black ink. A unit price is required for all proposal items. If there are discrepancies between unit prices and totals, the unit price will prevail. Please initial all corrections and do not round totals.

In submitting this Proposal, it is understood that this Proposal may not be altered or withdrawn for ninety (90) days, and that the Owner has reserved the right to reject any and all Proposals.

The Undersigned certifies that this Proposal is made in good faith, without collusion or connection with any other person, persons, partnership, company, firm, association, or corporation offering Proposals on this work, for the following sum or prices to wit:

Grand Total Proposal of: (\$ \$400,000.00)
As Supported By RFP#21-053 PRICING SHEET

AGENCY NAME: Belmont Icehouse

AGENCY SIGNATURE: 

TITLE: President

RFP#21-053 MARKETING AND ADVERTISING

SERVICES AND MEDIA DIVISIONS

PROJECT FOCUS

LEISURE	
Account Management	
Digital Management	
Holiday Promotion	
Seasonal Promotion	
LEISURE TOTAL	\$ 256,028.50 - 65% of budget towards Leisure
MEETINGS	
Account Management	
Digital Management	
Creative Support	
Geofencing Display	
MEETINGS TOTAL	\$ 78,778.00 - 25% of budget towards Meetings
SPORTS	
Account Management	
Digital Management	
Creative Support	
Geofencing Display	
SPORTS TOTAL	\$ 59,083.50 - 15% of budget towards Sports
Optional	
SEM/ SEO	***
Account Management	<i>Rolled into above costs, will evaluate best tactics for implementation</i>
Leisure SEO	
Sports SEO	
Leisure SEM	
Meetings SEM	
Sports SEM	
SEM/SEO TOTAL	\$ -
MEETINGS (Optional)	
Storytelling w/ Presentation Layer	<i>Part of agency fee and paid media, rolled into above costs</i>
Native Content Distribution	
LinkedIn Sponsored Posts	
MEETINGS TOTAL	\$ -
SPORTS	
Storytelling w/ Presentation Layer	<i>Part of agency fee and paid media, rolled into above costs</i>
Native Content Distribution	
LinkedIn InMail	
LinkedIn Sponsored Posts	
SPORTS TOTAL	\$ -
Travel (not to exceed)	\$6,110.00
GRAND TOTAL MARKETING/ ADVERTISING SERVICES	\$ 400,000.00 -

*** SEM: Search Engine Optimization

*** SEO: Serach Engine Marketing

TAB E – CERTIFICATION

STATEMENT TO SIGN CITY'S AGREEMENT

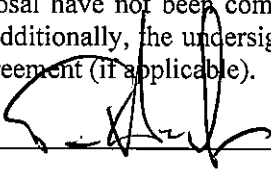
Belmont Icehouse willing agrees to sign the City of College Station Standard Form of Agreement.

ADDENDA

Please see attached signed addendum 1.

CERTIFICATION

I certify that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to the official opening of this proposal. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By:  Title: President

Typed Name: Tim Hudson Company Name: Belmont Icehouse

Phone No.: 972-755-3200 Fax No.: 972-755-3201

Email: tim@belmonticehouse.com

Bid Address: 3116 Commerce Street, Suite D, Dallas, TX 75226
P.O. Box or Street City State Zip

Order Address: 3116 Commerce Street, Suite D, Dallas, TX 75226
P.O. Box or Street City State Zip

Remit Address: 3116 Commerce Street, Suite D, Dallas, TX 75226
P.O. Box or Street City State Zip

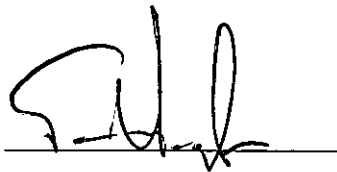
Federal Tax ID No.: 82-0554084

DUNS No.: 60-861-0163

Date: 7.8.2021

Receipt of Addenda

I hereby acknowledge receipt of the following Addenda:



END OF RFP #21-053

*****DO NOT MODIFY THIS FORM*****



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/04/2022

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 ROACH HOWARD SMITH & BARTON/PHS 46464128 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 FAX (A/C, No, Ext): E-MAIL ADDRESS:																					
INSURED Belmont Icehouse, LLC 3116 COMMERCE ST STE D DALLAS TX 75226-1615	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr> </thead> <tbody> <tr> <td>INSURER A :</td><td>Hartford Lloyd's Insurance Company</td><td>38253</td></tr> <tr> <td>INSURER B :</td><td>Twin City Fire Insurance Company</td><td>29459</td></tr> <tr> <td>INSURER C :</td><td></td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A :	Hartford Lloyd's Insurance Company	38253	INSURER B :	Twin City Fire Insurance Company	29459	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			46 SBA RK2770	06/01/2022	06/01/2023	EACH OCCURRENCE
	CLAIMS-MADE ☒ OCCUR						\$1,000,000
	☒ General Liability						DAMAGE TO RENTED PREMISES (Ea occurrence)
							\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)
	POLICY ☐ PRO-JECT ☒ LOC						\$10,000
	OTHER:						PERSONAL & ADV INJURY
							\$1,000,000
							GENERAL AGGREGATE
							\$2,000,000
							PRODUCTS - COMP/OP AGG
							\$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	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 EXCESS LIAB						EACH OCCURRENCE
	OCCUR CLAIMS-MADE						AGGREGATE
	DED						
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			46 WBC AN20DS	09/02/2021	09/02/2022	X PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						
A	EMPLOYMENT PRACTICES LIABILITY			46 SBA RK2770	06/01/2022	06/01/2023	E.L. EACH ACCIDENT
							\$1,000,000
							E.L. DISEASE -EA EMPLOYEE
							\$1,000,000
							E.L. DISEASE - POLICY LIMIT
							\$1,000,000
							Each Claim Limit
							\$5,000
							Aggregate Limit
							\$5,000

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

Those usual to the Insured's Operations. Blanket Waiver of Subrogation applies per Texas Waiver of our Right to Recover from Others Endorsement WC420304 attached to this policy. City of College Station is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

City of College Station
 Attn: Risk Manager
 1101 Texas Avenue
 College Station TX 77840

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 46 WBC AN20DS

Endorsement Number:

Effective Date: 09/02/22

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

Named Insured and Address: Belmont Icehouse, LLC
3116 COMMERCE ST STE D
DALLAS TX 75226

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with

respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Special Waiver
 Name of person or organization

 ☒ Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
 All Texas Operations
3. Premium:
 The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

Contract No. 21300675 R1

Name of Project:

STATEMENT AFFIRMING NO BUSINESS AUTOS

I, the undersigned, the sole owner, shareholder, principal or partner doing business as Belmont Icehouse herein verify Belmont Icehouse does not have Business Autos, nor does it conduct business in any way that would require it to have Business Autos when performing for the City of College Station under the above-referenced contract.

I understand if Belmont Icehouse purchases, rents, or otherwise uses Business Autos or does anything to change its obligations under state law with respect to carrying Business Auto liability insurance when performing for the City, it will promptly do so and notify the City of same. Belmont Icehouse assumes full responsibility for its obligations, if any, under applicable law relating to business auto liability insurance.

Name of Business: Belmont Icehouse

Telephone No. 972-755-3200

Address: 3114 Commerce Street, STE. D

City: Dallas State: TX Zip Code: 75226

Signature of Owner: [Signature]

Date: 7/26/22

RETURN SIGNED FORM TO

OR

FAX TO

Texas Liability Insurance Card

Progressive County Mutual Ins Co
To report a claim: 1-800-274-4499
(se habla español)

Named Insured(s)

LEIGH HUDSON
TIMOTHY HUDSON
7143 CORNELIA LN
DALLAS, TX 75214

Policy Period: Apr 13, 2022 - Apr 13, 2023
Policy Number: 957078001
Agent: INNER CIRCLE ADVISOR
1-325-893-2772

PROGRESSIVE®

Year **Make**
2016 LEXUS
2018 TOYOTA

Model
NX 300H
4RUNNER

Vehicle Identification No.
JTJB1R8Z4G2050286
JTEBU5JR2J5483109

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicles and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

September 8, 2022
Item No. 8.2.
Annual Chlorine Gas Purchase

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approving the annual purchase of chlorine gas from DXI Industries, Inc. for a not-to-exceed amount of \$250,000.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends approval to purchase chlorine gas from DXI Industries, Inc.

Summary: Current Texas Commission on Environmental Quality (TCEQ) regulations require that all public water systems contain minimum disinfectant levels. To achieve this requirement, the City of College Station's water treatment process utilizes chlorine gas as its primary disinfection agent.

The City of College Station has entered into an interlocal purchasing agreement with the City of Bryan that authorizes the use of duplicate bids to achieve lower unit prices due to volume discount pricing. DXI Industries, Inc was selected in a competitive bid process by the City of Bryan to provide chlorine for use in their drinking water system. Because DXI Industries, Inc's product represents the best value for the City of College Station's water treatment process, staff recommends award of this annual purchase agreement for a not-to-exceed amount of \$250,000.

Budget & Financial Summary: Water Operating funds are budgeted and available for the anticipated amount of chlorine usage.

Attachments:

1. DXI Industries Bid From City of Bryan
2. DXI Industries Quote For the City of College Station



City of Bryan - Purchasing Department
22-063
ANNUAL PRICE AGREEMENT FOR LIQUID CHLORINE
LAURA PEREZ, BUYER
06/28/22 @ 2:00 P.M.

All bids submitted are reflected on this bid tab sheet. However, the listing of a bid should not be construed as any indication that the City accepts such bid as responsive. The City will notify the successful bidder upon award of contract.

	DXI INDUSTRIES, INC.	BRENNTAG
# of Copies (1 complete original)	1	1
Certification from bid package (Y/N)	Y	Y
Felony Conviction Notification (Y/N)	Y	Y
Prompt Payment Discount:	N/A	N/A
References (Y/N)	Y	Y

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	235	Cylinders	One (1) ton cylinders of chlorine	\$2,425.00	\$569,875.00	\$2,960.00	\$695,600.00
2	30	Cylinders	150 pound cylinders of chlorine	\$325.00	\$9,750.00	\$450.00	\$13,500.00
CITY OF BRYAN TOTAL BID AMOUNT				\$579,625.00		\$709,100.00	
EMERGENCY RESPONSE SERVICES(YES/NO)				NO		YES	



DXI INDUSTRIES, INC.

P.O. Box 24600
Houston, TX 77229-4600
(281) 457-4888
(281-) 457-4832

August 18, 2022

Re: Quote Number 05-081822-01

Brandi Whittenton
City of College Station
1101 Texas Ave.
College Station, TX 77840

Ms. Whittenton,

I hope that this brief note finds you well. I am following up on a request from Jared Lapaglia to provide you an offer for gaseous chlorine consistent with our recent offer to the City of Bryan (Bid Number 22-063). We are pleased to be able to offer:

Product:	Gaseous Chlorine
Package Size:	Ton container
Quantity:	90 tons, estimated annual usage
Price per Ton:	\$ 2,425 per container
Freight:	Included
Delivery:	FOB, College Station, TX
Lead time:	3 – 4 days ARO
Price Valid:	September 2022 through September 2023

Price quoted, includes regular deliveries, Monday through Friday 8am through 5pm, no weekend or holiday deliveries included. Standard fuel surcharge and hazardous material handling fees may apply. Estimated quantity is not a guarantee to purchase.

You may place your orders by calling customer service at (281) 457-4848 or emailing dxicustomerservice@dxservice.com.

Thank you for the opportunity to quote, please let me know if you have any questions, or if can be of any further assistance.

Joseph Johnston,
DXI Industries, Inc.
Territory Manager

September 8, 2022
Item No. 8.3.
Semi-Annual Polymer Purchase

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approving the semi-annual purchase of polymer from Polydyne, Inc. for a not-to-exceed amount of \$102,000.

Relationship to Strategic Goals:

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends approval to purchase polymer from Polydyne, Inc.

Summary: Polymer is a treatment chemical that aids in the separation of solids from wastewater. It concentrates the solids in wastewater sludge for efficient treatment, allowing the removal of excess water for treatment and disposal. Three separate processes use polymer for solids removal:

- ☐ Carters Creek WWTP thickening process
- ☐ Carters Creek WWTP centrifuge process
- ☐ Lick Creek WWTP centrifuge process

The City of College Station has entered into an interlocal purchasing agreement with the City of Bryan that authorizes the use of duplicate bids to achieve lower unit prices due to volume discount pricing. Polydyne, Inc was selected in a competitive bid process by the City of Bryan for their use in dewatering wastewater solids for disposal. Because Polydyne, Inc's product also represents the best value for the City of College Station's wastewater treatment process, staff recommends award of this semi-annual purchase agreement for a not-to-exceed amount of \$102,000.

Budget & Financial Summary: Wastewater Operating funds are budgeted and available for the anticipated amount of polymer usage.

Attachments:

1. Polydyne Inc. - City of Bryan Contract
2. Polydyne Inc. - City of College Station Quotation



CITY OF BRYAN, TEXAS
PURCHASING SERVICES POST OFFICE BOX 1000
BRYAN, TEXAS 77805
PHONE: (979) 209-5500 FAX (979) 209-5507
Send invoices to: accountinginvoices@bryantx.gov

PAGE: 1
P.O. NO: 220929
DATE: 05/10/22

TO: POLYDYNE, INC.
P O BOX 279
RICEBORO, GA 31323

SHIP TO: City of Bryan

***** , ** *****

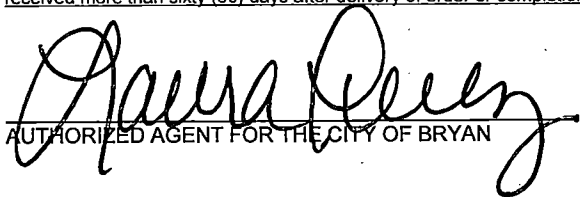
PURCHASE ORDER

VENDOR NO.		VENDOR PHONE NO.		VENDOR FAX NO.	
9302		TEL# (912) 880-2035		FAX# (912) 880-2078	
DELIVERY BY		SHIP VIA		F.O.B.	
05/21/23		BEST METHOD		DESTINATION	
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
RFB#22-042 ORIG CONTRACT		LAURA PEREZ			
FREIGHT		CONTRACT NO.		ACCOUNT NO.	
				PROJ/EQP. NO.	
				REQ. NO.	
				REQ. DATE	
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION		UNIT COST
			WASTEWATER POLYMER/ORIG CONTRACT-POLYDYNE		
			EFFECTIVE DATE: 05/22/22		
			EXPIRATION DATE: 05/21/23		
			NOT TO EXCEED: 76024.00		
			REMARKS:		
			ORIGINAL CONTRACT-05/22/21-05/21/23		
			CITY MANAGER APPROVAL 04.06.22		

PRICES, TERMS AND CONDITIONS OF THIS ORDER CANNOT BE CHANGED WITHOUT THE APPROVAL OF THE UNDERSIGNED

THIS PURCHASE ORDER IS SUBJECT TO CITY OF BRYAN STANDARD TERMS AND CONDITIONS

PAYMENT OF INVOICES: Invoices must be submitted by the vendor in duplicate to the City of Bryan, Finance Department, P.O. Box 1000, Bryan, Texas 77805, (979) 209-5080. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the later. The City will not be liable for payment of invoices received more than sixty (60) days after delivery of order or completion of services.


AUTHORIZED AGENT FOR THE CITY OF BRYAN

THIS PURCHASE EXEMPT FROM TEXAS SALES AND USE TAX
I.D. NO. 1-74-60004413000

EXHIBIT B**BID SHEET**

(Page 1 of 5)

RFB #20-042**- "Price Agreement for Wastewater Polymers"****GENERAL**

All bids must be in strict accordance with all terms, conditions and specifications within this Bid Request #22-042.

To be accepted, bidders must thoroughly complete all blanks in this section. (Please type or write legibly in ink.) Bidders must ensure that all calculations are correct. Calculation errors may be cause to reject a bid package. If there are discrepancies in unit price and total, unit price will prevail.

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices.

BASE BID PROPOSAL: PRICE AGREEMENT FOR WASTE WATER POLYMERS

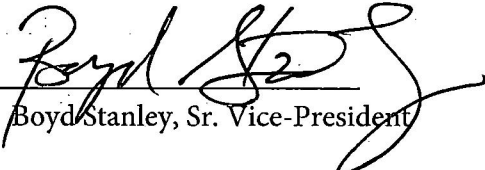
Plant No.	Qty	Unit	Item Description (SPECIFY POLYMER NAME, MANUFACTURER AND NUMBER)	Unit Price Per Gallon	Total Price
1	2600	Gal.	CLARIFLOC C-9545 manufactured by Polydyne Inc. Lead time under normal conditions: 5-15 business days ARO	\$ 14.62*	\$ 38,012.00
2	1600	Gal.	CLARIFLOC C-6285 manufactured by Polydyne Inc. Lead time under normal conditions: 5-15 business days ARO	\$ 14.62*	\$ 23,392.00
3	1000	Gal.	CLARIFLOC C-6286 manufactured by Polydyne Inc. Lead time under normal conditions: 5-15 business days ARO	\$ 14.62*	\$ 14,620.00
			TOTAL BASE BID	\$ 76,024.00	

*1.70/Lb. x 8.6 Lbs/Gal = \$14.62/Gal.

Item Description	Unit Price
Service Cost for Next Day Service	\$ -0-

Location of Manufacturer: 1 Chemical Plant Road, Riceboro, GA 31323

Location of Distribution Center: Corsicana, TX and/or Katy, TX

Vendor Name: Polydyne Inc. 
Boyd Stanley, Sr. Vice-President



“Annual Price Agreement for Wastewater Polymer”

Polydyne Inc.

This Contract, dated 4/6, 2022 is between the City of Bryan, a Texas home-rule municipal corporation, (City) and Polydyne Inc., (Service Provider), whereby the Service Provider agrees to provide the City with certain services as described herein and the City agrees to pay the Service Provider for those services.

1. Scope of Services

In consideration of the compensation stated in **paragraph 2**, the Service Provider agrees to provide the City with the services as described in **Exhibit A, RFB #22-042** which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

“Annual Price Agreement for Wastewater Polymer”

2. Payment

In consideration of the Service Provider's provision of the services in compliance with all terms and conditions of this Contract, the City shall pay the Service Provider according to the terms set forth in **Exhibit A, RFB#22-042 and Exhibit B, Price Agreement for Wastewater Polymers**. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all services provided under this Contract may not exceed **\$76,024.00.**

3. Time of Performance

A. All work and services provided under this Contract must be completed according to the Scope of Work described in Exhibit A, RFB#22-042.

B. **Time is of the essence of this Contract.** The Service provider shall be prepared to provide the services in the most expedient and efficient manner possible in order to complete the work by the specified and described scope of work in Exhibit A, RFB#22-042.

C. Term of Contract

This contract shall become effective from date of acceptance and approval by the City of Bryan. It shall remain in full force and effect with firm fixed prices for a period of twelve months (12) months.

D. Extension of Contract

The City shall have the option of extending this contract, subject to approval of funding and review of the service provided by the Service Provider, for four (4) additional one (1) year terms to be extended one (1) year at a time. Contracts are extended upon mutual agreement of both Service Provider and the City.

In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

4. Warranty, Indemnification, Release & Insurance

A. As an experienced and qualified Service Provider, the Service Provider warrants that the information provided by the Service Provider reflects high professional and industry standards, procedures, and performances. The Service Provider warrants that the performance of all services under this Contract will be pursuant to a high standard of performance in the profession. The Service Provider warrants that the Service Provider will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Service Provider, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their services, or any document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Service Provider, its employees, associates, agents, or sub Service Providers.

B. The Service Provider shall promptly correct any defective services or documents furnished by the Service Provider at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Service Provider's services hereunder or of the scope of work itself shall in no way alter the Service Provider's obligations or the City's rights hereunder.

C. In all activities or services performed hereunder, the Service Provider is an independent Service Provider and not an agent or employee of the City. The Service Provider and its employees are not the agents, servants, or employees of the City. As an independent Service Provider, the Service Provider shall be responsible for the services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Service Provider shall supply all materials, equipment, and labor required for the services to be provided under this Contract. The Service Provider shall have ultimate control over the execution of the services. The Service Provider shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subservices Providers, and the City shall have no control of or supervision over the employees of the Service Provider or any of the Service Provider's sub Service Providers.

D. The Service Provider must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, sub Service Providers, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be

liable or responsible for the negligence of the Service Provider, its officers, employees, agents, sub Service Providers, invitees, licensees, and other persons.

E. Responsibility for damage claims (indemnification): Service Provider shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the Service Provider's negligent performance of the work, or by or on account of any claims or amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and his sureties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. Service Provider shall defend, indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by Service Provider's negligence.

F. Release. The Service Provider releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Service Provider or its employees and any loss of or damage to any property of the Service Provider or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Service Provider negligent performance of the work. Both the City and the Service Provider expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

5. Termination

A. The City may terminate this Contract at any time upon **thirty (30)-calendar** days written notice. Upon the Service Provider's receipt of such notice, the Service Provider shall cease work immediately. The Service Provider shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the Service Provider fails to fulfill its obligations under this Contract, or if the Service Provider violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Service Provider **five (5)** calendar days written notice. The Service Provider will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Contract shall be construed to relieve the Service Provider of liability to the City for damages sustained by the City because of any breach of contract by the Service Provider. The City may withhold payments to the Service Provider for the purpose of setoff until the exact amount of damages due the City from the Service Provider is determined and paid.

6. Insurance Requirements

The Contractor agrees to maintain the minimum insurance coverage and comply with each condition set forth below during the duration of this contract with the City of Bryan. All parties to this contract hereby agree that the Contractor's coverage will be primary in the event of a loss, regardless of the application of any other insurance or self-insurance.

Contractor must deliver to City of Bryan a certificate(s) of insurance evidencing such policies are in full force and effect within 10 business days of notification of the City of Bryan's intent to award a Contract. No contract shall be effective until the required certificate(s) have been received and approved by the City of Bryan. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within 10 business days **may cause the contract to be rejected.**

The City of Bryan reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent.

- A. **Workers' Compensation Insurance & Employers Liability Insurance** - Contractor shall maintain Workers' Compensation insurance for statutory limits and Employers Liability insurance with limits not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease. Contractor shall provide Waiver of Subrogation in favor of the City of Bryan and its agents, officers, officials, and employees.
- B. **Commercial General Liability Insurance** - Contractor shall maintain Commercial General Liability (CGL) with a limit of not less than \$1,000,000 per occurrence and an annual aggregate of at least \$2,000,000. CGL shall be written on a standard ISO "occurrence" form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. No coverage shall be deleted from the standard policy without notification of individual exclusions and acceptance by the City of Bryan. The City of Bryan and its agents, officers, officials, and employee shall be listed as an additional insured.
- C. **Business Automobile Liability Insurance** - Contractor shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Contractor shall provide Waiver of Subrogation in favor of the City of Bryan and its agents, officers, officials, and employees.
- D. **Policy Limits** - Required limits may be satisfied by a combination of primary and umbrella or excess liability policies. Contractor agrees to endorse City of Bryan and its agents, officers, officials, and employees as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.
- E. **Deductibles, Coinsurance Penalties & Self-Insured Retention** - Contractor may maintain reasonable and customary deductibles, subject to approval by the City of Bryan. Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention.
- F. **Subcontractors** - If the Contractor's insurance does not afford coverage on behalf of any Subcontractor(s) hired by the Contractor, the Subcontractor(s) shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bryan accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

G. Acceptability of Insurers - Insurance coverage shall be provided by companies admitted to do business in Texas and rated A-:VI or better by AM Best Insurance Rating.

H. Evidence of Insurance – A valid certificate of insurance verifying each of the coverages required shall be issued directly to the City of Bryan within 10 business days by the successful Contractor's insurance agent or insurance company after contract award. Endorsements must be submitted with the certificate. No contract shall be effective until the required certificates have been received and approved by the City of Bryan.

Renewal certificates shall be sent a minimum of 10 days prior to coverage expiration.

Upon request, Contractor shall furnish the City of Bryan with certified copies of all insurance policies.

The certificate of insurance and all notices shall be sent to:

City of Bryan

Risk Management

PO Box 1000

Bryan, TX 77805

Emailed to: gmatern@bryantx.gov

Failure of the City of Bryan to demand evidence of full compliance with these insurance requirements or failure of the City of Bryan to identify a deficiency shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

I. Notice of Cancellation, Non-renewal, Material Change, Exhaustion of limits – Contractor must provide minimum 30 days prior written notice to the City of Bryan of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage. If City of Bryan is notified a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City of Bryan reserves the right to withhold payment to Contractor until coverage is reinstated.

J. Contractor's Failure to Maintain Insurance – If the Contractor fails to maintain the required insurance, the City of Bryan shall have the right, but not the obligation, to withhold payment to Contractor until coverage is reinstated or to terminate the Contract.

K. No Representation of Coverage Adequacy - The requirements as to types and limits, as well as the City of Bryan's review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

7. Miscellaneous Terms

A. 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.

B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of Bryan
Attn: Marc Jurica
Municipal Service Center
P.O. Box 1000
Bryan, TX 77805

Polydyne, Inc.
Boyd Stanley
1 Chemical Plant Rd.
Riceboro, GA 31323

C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

E. This Contract and all rights and obligations contained herein may not be assigned by the Service Provider without the prior written approval of the City.

F. The Service Provider, its agents, employees, and sub Service Providers must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Service Provider must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

G. Reimbursable or other miscellaneous expenses incurred by the Service Provider shall be included in the contract price; additional payment for such expenses will not be considered.

H. (1) The Service Provider shall apply basic safeguarding requirements and procedures to protect the Service Provider's information systems whenever the information systems store, process or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

(2) Service Provider shall include the substance of subsection 7 (H) above in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available

off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

I. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

CITY OF BRYAN:

APPROVED AS TO FORM:

Thomas A. Leeper

Thomas A. Leeper, City Attorney

Date: 5/3/2022

APPROVED FOR PROCESSING:

Jayson Barfknecht

Jayson Barfknecht, Director of Public Works

Date: 5/3/2022

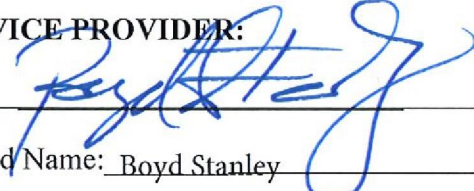
APPROVED FOR COUNCIL:

Kean Register

Kean Register, City Manager

Date: 5/6/2022

SERVICE PROVIDER:

By: 

Printed Name: Boyd Stanley

Title: Sr. Vice-President

Date: 5/2/22

(Service Provider - Corporate Seal)

GEORGIA
STATE OF ~~TEXAS~~

§

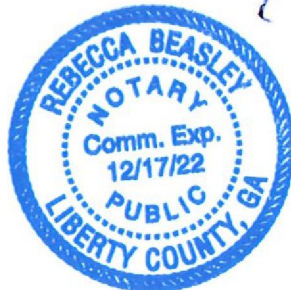
ACKNOWLEDGEMENT

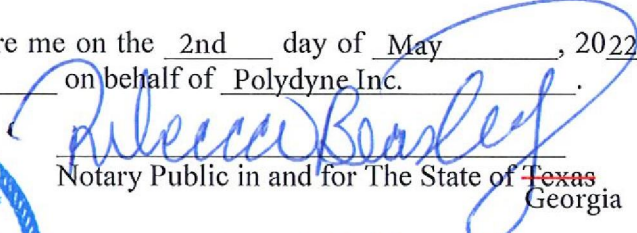
§

COUNTY OF LIBERTY

§

This instrument was acknowledged before me on the 2nd day of May, 2022, by
Boyd Stanley, Sr. Vice-President on behalf of Polydyne Inc.




Notary Public in and for The State of ~~Texas~~ Georgia

My Commission Expires
Dec. 17, 2022

EXHIBIT A



CITY OF BRYAN
The Good Life, Texas Style.™

CITY OF BRYAN, TEXAS **PURCHASING DEPARTMENT**

205 East 28th Street
Bryan, TX 77803
(979) 209-5504 fax: (979) 821-5798

REQUEST FOR BID

NO. 22-042

Annual Agreement for Wastewater Polymer

DATE ISSUED: April 4, 2022

SEALED BIDS TO BE SUBMITTED BEFORE:

2:00 pm, Tuesday, April 26, 2022

Bid Opening will be held via Zoom:

Join Zoom Meeting

<https://us02web.zoom.us/j/84497566502?pwd=cmZEc1pCVTk2bTdSNHcybzdLWjhGQT09>

Meeting ID: 844 9756 6502

Passcode: **622089**

Vendor Name: Polydyne Inc.

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INTRODUCTION

The City of Bryan is soliciting bids for Annual Agreement for Wastewater Polymer.

Sealed bid packages for **Bid #22-042** will be accepted until 2:00 p.m., Tuesday, April 26, 2022 and publicly opened and read aloud immediately following the opening via Zoom. Any bid received on or after 2:00 PM CST will be returned unopened. Sealed bids must be delivered to:

RFB#22-042
Laura Perez, Buyer
City of Bryan, Purchasing Department
205 East 28th Street, Bryan, Texas 77803
(P) (979) 209-5504
lperez@bryantx.gov

These documents are also available online at brazosbid.ionwave.net or may be viewed at the Purchasing Department Office at 205 East 28th Street, Bryan, Texas.

The City believes that the data contained in these specifications is sufficient for the preparation of bids. Requests for additional information will be considered depending on the bid time frame and the availability of the requested information. Such information will be submitted to all known bidders simultaneously.

*In order to ensure a fair and public bid process, all questions related to this Request for Bid shall be addressed in writing, via the **Brazos Valley e-Marketplace Online Bidding System** (brazosbid.ionwave.net) to the individual identified above prior to 10:00 a.m. CST on April 20, 2022. Contact with any City of Bryan employee or official is prohibited without prior written consent from the City Purchasing Manager. Failure to observe this requirement may be grounds for rejection of the Bid.*

Bidders are required to submit one (1) original bid. Bids must be completed and submitted on the forms found within the Specifications. Incomplete bid forms will invalidate the bid and the bid will be rejected and returned to the bidder. The right to accept any bid, or to reject any or all Bids and to waive all formalities is hereby reserved by the City of Bryan, Texas.

SCHEDULE OF EVENTS

- **Monday, April 4, 2022** release bid to Public.
- **April 11- 14, 2022** Required jar testing: -see contact information "Testing" on Page 17 for scheduling.
- **April 20, 2022 @ 10:00 a.m. C.S.T.** - Deadline for written requests for clarifications to the RFB.
- **April 26, 2022 @ 2:00 p.m. C.S.T** – Public bid opening held via Zoom. Any bid received on or after 2:00 PM CST will be returned unopened.

Join Zoom Meeting

<https://us02web.zoom.us/j/84497566502?pwd=cmZEc1pCVTk2bTdSNHcybzdLWjhGQT09>

Meeting ID: 844 9756 6502

Passcode: **622089**

Dial by your location

- +1 346 248 7799 US (Houston)
- +1 253 215 8782 US (Tacoma)
- +1 669 900 6833 US (San Jose)
- +1 312 626 6799 US (Chicago)
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)

- May 2022

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Bryan, including affiliations and business and financial relationships such persons may have with City of Bryan officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the new law are available at: http://www.bryantx.gov/departments/index.html?name=texas_ethics . If you are unable to obtain such information online, please contact the City of Bryan Purchasing Department, 205 East 28th Street, Bryan, Texas 77803 or call (979)209-5500.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF BRYAN, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

Disclosure of Interested Parties

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2018. The process as implemented by the Commission is as follows:

1. A business entity must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing that will contain a unique certification number.
2. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 and certification of filing must be filed with the city “at the time the business entity submits the signed contract” to the city.
3. The city must notify the Commission, using the Commission’s filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract.

For more information regarding how to file Form 1295, please click on the following link:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm .

TERMS AND CONDITIONS

Definitions

In order to simplify the language throughout this request for bids, the following definitions shall apply:

CITY - Same as City of Bryan.

CITY COUNCIL - The elected officials of the Cities of Bryan, Texas who have been given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and laws.

CONTRACT - An agreement between the City and a Vendor to furnish products over a designated period of time during which repeated purchases are made of the commodities specified.

VENDOR - The successful Bidder(s) of this bid request.

RFB - Request for Bids.

PROCUREMENT CARD - Chase-MasterCard

Instructions

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of Bryan Purchasing Department, unless otherwise specified elsewhere in this bid request.

Notification

The City of Bryan uses multiple channels for the notification and dissemination of all invitations to bid. Approved methods of dissemination include: City of Bryan website or the City of Bryan Purchasing office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your bid non-compliant. The City of Bryan accepts no responsibility for the receipt or notifications of solicitations through any other source.

Form

Sealed bids must be submitted on this form only. Bidders are required to submit one (1) original bid. All bids submitted must be itemized with prices extended when practical. **BIDDER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH BID OR PROPOSAL. FAXED BIDS ARE UNACCEPTABLE.**

Felony Conviction Notification

All bidders must submit with their bid the Felony Conviction Notification form if contained within this bid package. Failure to acknowledge and submit the completed Felony Conviction Notification form is sufficient cause for the bid to be rejected.

Bid Return

Bid must be sealed, and to ensure proper recognition upon its arrival, list your Company Name, Bid Name and Number on the outside of your envelope.

Late Bids

Bids must be received by the Purchasing Department prior to 2:00 PM CST on the date indicated on this form. Late bids will not be opened and will be returned to the bidder.

Acceptance

The City of Bryan reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for the City**. Causes for rejection of a bid may include, but shall not be limited to, the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with the City. Bidders may be disqualified and rejection of proposals may be recommended for any (but not limited to) of the following causes: 1) Failure to use the proposal form furnished by the City; 2) Lack of signature by an authorized representative on the proposal form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among proposers; 5) Omission of uncertified personal or company check as a proposal guarantee (**if Bid Bond required**); or 6) Unauthorized alteration of bid form. City reserves the right to waive any minor informality or irregularity.

All bidders are hereby notified that the City of Bryan shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the bidder as it relates to his ability to perform the contract for the City of Bryan, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the bidder's past performance under contracts with the City of Bryan and the bidder's compliance with City ordinances.

The City of Bryan, Texas is committed to obtaining its goods, products and services at the lowest price possible which benefits all the citizens of Bryan. Therefore, in order to accomplish this objective/goal, it is not the intention of the City neither to exclude particular vendors or manufacturers. Names, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and services of any manufacturer or vendor equal to the products and services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City of Bryan shall be the sole judge on whether the alternate product and service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

"In literal compliance" in reference to standards and specifications shall mean the meeting or exceedance of all or nearly all of the said standards and specifications. If the City determines that standards and specifications are in literal compliance where not all standards and specifications have been met or exceeded, the City must base such a determination on its finding that any standards and specifications which have not been met or exceeded do not render the bidder product any less usable for the purpose for which it is intended.

Collusion

Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all proposals of that particular bid solicitation or request.

Irregular Bid Proposals

Bids will be considered irregular and may be rejected by the City of Bryan if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award providing the best value to the City.

Award of Contract

The bid award may be based on, but not necessarily limited to, the following factors:

- a. Conformity to specifications;
- b. the purchase price, including payment discount terms;
- c. the reputation of the bidder and of the bidder's goods or services;
- d. the quality of the bidder's goods or services;
- e. the extent to which the goods or services meet the City's needs;
- f. the bidder's past relationship with the City;
- g. delivery terms;
- h. payment terms;
- i. availability of repair and maintenance parts;
- j. financial condition;
- k. the total long-term cost to the City to acquire the bidder's goods or services; and
- l. any relevant criteria specifically listed in this request for bid.

The City prefers to award the entire contract to a single Contractor; although, the City reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

Financial Condition

Contractor must provide audited financial statements, if requested, to the City.

Term of Contract

This contract shall become effective from date of acceptance and approval by the City of Bryan. It shall remain in full force and effect with firm fixed bid prices for a period of twelve (12) months.

Extension of Contract

The City shall have the option of extending this contract, subject to approval of funding and review of the service provided by the Contractor, for four (4) additional one (1) year terms to be extended one (1) year at a time. Contracts are extended upon mutual agreement of both Vendor and the City. The City of Bryan will not consider Contract extensions which include any increase in unit bid prices.

In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

Assignment of Contract

This contract cannot be transferred or assigned to another party without the written consent of the City's Purchasing Agent and may be subject to cancellation if such consent is requested.

Contract Termination

The City may terminate this Contract at any time upon **thirty (30)-calendar** days written notice. Upon the Vendor's receipt of such notice, the Vendor shall cease work immediately. The Vendor shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Vendor fails to fulfill its obligations under this Contract, or if the Vendor violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Vendor **five (5)** calendar days written notice. The Vendor will be compensated for the services satisfactorily performed before the termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the bidder's list for receiving future bids.

No term or provision of this Contract shall be construed to relieve the Vendor of liability to the City for damages sustained by the City because of any breach of contract by the Vendor. The City may withhold payments to the Vendor for the purpose of setoff until the exact amount of damages due the City from the Vendor is determined and paid.

Escalation/De-escalation

The parties agree that the supplier has based its proposal on certain pricing assumptions of materials to be incorporated into the work specified herein. However, the market for products that are specified herein is considered by both parties to be volatile, and sudden price increases could occur that are beyond the control of the supplier, despite its best efforts. Therefore, the parties agree that if there is a bona fide increase to the supplier of the material(s) specified herein (not labor), the supplier may request an equitable adjustment to this contract based on the Producer Price Index for Intermediate Goods, Table B, as it appears in the "Summary Data from the Producer Price Index News Release" as published by the U.S. Department of Labor, Bureau of Labor Statistics. This index shall be referred to as the materials index.

Proposal prices may only be adjusted annually. Supplier(s) are required to give a 30 day written notice before price increases based upon the change in pricing assumptions.

The proposal, as submitted herein, is considered the base price for the materials specified herein as of date of contract award and shall remain in effect for 12 months hereafter called the reference base period. Prices may be adjusted annually in 12 months after contract award and on the anniversary after first 12 months consideration of each year, based upon the percent changes (whether up or down) in the special index specified herein. All calculations for the special index shall be based upon the latest versions of the Producer Price Index data published as of the 12-month interval and anniversary date.

Under no circumstances shall the proposal prices increase, aggregately, more than eight percent (8%) during the course of the agreement and any subsequent renewals.

Any agreement awarded with an escalation clause shall be subject to de-escalation provisions in the same or similar manner in the event of cost reductions.

Reimbursements

There is no expressed or implied obligation for The City of Bryan to reimburse responding firms for any expenses incurred in preparing bids in response to this Request for Bids and City of Bryan will not reimburse responding firms for these expenses, nor will the City of Bryan pay any

subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Minority Owned Businesses

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race color, creed, sex, or national origin in consideration for an award.

City Ordinances

The City of Bryan also reserves the right to reject the bid of any bidder who is currently in violation of any City ordinance. The City may, at its option, choose to negotiate a settlement of the ordinance violation as a condition of the bid award.

Error-Quantity

Bids must be submitted on units of quantity specified. In the event of errors in extended prices, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

Quantities

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices.

Variations

Any variation from these specifications must be indicated on the bid sheet(s).

F.O.B.-Damage

Bids will not be considered unless bid F.O.B. delivered Bryan, Texas. If shipping costs are not included in the unit bid price, bidder must give exact delivery cost, which is to be prepaid or added to the invoice. The City of Bryan assumes no liability of goods delivered in a damaged or unacceptable condition.

Firm Prices

Bidders must hold bid prices firm for 90 days after the bid opening date to allow the City sufficient time to award a contract. Once a Contract is awarded, the successful bidder must hold bid prices firm for the duration of the Contract.

Cooperative Agreements

Successful bidder agrees to extend prices and terms to all governmental entities that has entered into, or will enter into, joint purchasing interlocal cooperation agreements with the City of Bryan.

Authorized Signature

Bids must show full firm name and mailing address of bidder and be manually signed by an authorized sales or quotation representative of the bidder. Firm name and authorized signature should appear on each page of bid where spaces are provided. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

Withdrawal-Alteration Of Bids

Bids cannot be altered after receiving time or opening time. No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the purchasing agent.

Lump Sum Bids

Lump sum bids will be considered only if unit prices are quoted also. However, the totals of such quoted unit prices and the lump sum bids will not be considered if the price quoted also involves prices of commodities requested on an entirely separate bid request.

All-Or-None Bids

All-or-none bids will be considered only if bidder quoted prices on all items requested. If a bidder desires the City to consider an all-or-none bid, it must be stated on the bid sheet(s). All-or-none bids will not be considered if prices quoted involved prices of items and services requested on an entirely separate bid request.

Payment Of Invoices

Invoices must be submitted by the successful bidder in duplicate to the City of Bryan, Finance Department, P.O. Box 1000, Bryan, Texas 77805, (979) 209-5080. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the later. All invoices shall be submitted in accordance with the bid unit prices. Invoices shall not contain work that was not satisfactorily completed. Repeated failure on the part of the Contractor to submit accurate invoices shall be sufficient cause to cancel the contract. The City will not be liable for payment of invoices received more than sixty (60) days after delivery of order, or completion of services.

Cash Discounts

Bidders may quote additional cash discount terms in the Cash Discount Column. If no discount is shown, prices are to be assumed net. Discount period to be started from the date of completion of entire order or date of receipt of invoice, whichever occurs last regardless of date of invoice.

Bids offering discounts for prompt payment if invoice is paid within ten (10) days are encouraged.

Taxes

The City of Bryan is exempt from Federal Excise, State Sales and Transportation Taxes. TAX MUST NOT BE INCLUDED IN BID. The City upon request will execute Tax Exemption Certificates. The City of Bryan is statutorily exempt from State and Local Sales tax and a permit number is not required.

Delivery

Bids must show the number of consecutive calendar days required to deliver the materials, services or equipment under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding orders. If delivery is not made within ten (10) days after number of days specified on bid, entire order may be canceled and bidder's name removed from mailing list.

All deliveries are to be made to the Purchasing Department located at 205 East 28th Street, unless otherwise specified in the Bid Request or Purchase Order. Deliveries will be accepted only during normal working hours on normal working days. Unless otherwise indicated, items received must be new and in first-class condition. Types of materials normally packaged for protection and convenience in storage shall be in the proper containers.

Liability

The successful bidder shall be liable for all damages incurred while in the performance of services pursuant to this request.

Material Safety Data Sheets

MSDS's must be provided prior to or with receipt of order, and when revised. Containers must be properly labeled and identified in accordance with the OSHA Hazard Communication Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

Patents, Franchises, etc.

The successful bidder agrees to protect the City from any claim involving patent right infringements, copyrights or sales franchises.

No Bids

If bidder is unable to quote, the bid form should be returned to the purchasing agent before opening time, and reason given for not bidding if bidder desires to bid on future purchases.

Addenda

In the event of a needed change in the published bid documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Bidders are responsible for obtaining all published addenda from the City of Bryan Purchasing office or by downloading these documents from the City of Bryan website. The City assumes no responsibility for the Bidders failure to obtain or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

Pre-bid Conference

Pre-bid conferences are public meetings and all qualified contractors, subcontractors and material suppliers are strongly encouraged to attend. The intent of the conference is to inform bidders of the bidding requirements and the scope of services and to solicit questions and inquiries from potential bidders and suppliers. Attendance at the pre-bid conference is not mandatory. Any and all information provided by the City during the pre-bid conference will not be construed to be a revision or change of the bid documents. All revisions, changes and clarifications to the bid documents shall be formally executed in the form of a written addendum, published by the City of Bryan.

Fiscal Funding

The City of Bryan, Texas operates and is funded on a fiscal year basis; accordingly, the City reserves the right to terminate, without liability, any contract for which funding is not available. Renewal of contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The City reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

Court Jurisdiction

The City of Bryan and the successful Vendor will agree that the contract awarded from this Request for Bid shall be governed by the laws of the State of Texas. The parties agree that

performance and all matters related thereto shall be in a state court of competent jurisdiction in Brazos County, Texas and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court not in Texas.

Legislative Acts

Pursuant to Texas Government Code 2252.152, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organizations are prohibited; a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Government Code Sections 806.051, 807.051, or 2252.153.

Pursuant to Government Code 2270.002, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Basic Safeguarding Of Contractor Information Systems

A. The Contractor shall apply basic safeguarding requirements and procedures to protect the Contractor's information systems whenever the information systems store, process or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

B. Contactor shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

CITY OF BRYAN INSURANCE REQUIREMENTS

The Contractor agrees to maintain the minimum insurance coverage and comply with each condition set forth below during the duration of this contract with the City of Bryan. All parties to this contract hereby agree that the Contractor's coverage will be primary in the event of a loss, regardless of the application of any other insurance or self-insurance.

Contractor must deliver to City of Bryan a certificate(s) of insurance evidencing such policies are in full force and effect within 10 business days of notification of the City of Bryan's intent to award a Contract. No contract shall be effective until the required certificate(s) have been received and approved by the City of Bryan. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within 10 business days **may cause the contract to be rejected.**

The City of Bryan reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent.

- A. **Workers' Compensation Insurance & Employers Liability Insurance** - Contractor shall maintain Workers' Compensation insurance for statutory limits and Employers Liability insurance with limits not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease. Contractor shall provide Waiver of Subrogation in favor of the City of Bryan and its agents, officers, officials, and employees.

- B. **Commercial General Liability Insurance** - Contractor shall maintain Commercial General Liability (CGL) with a limit of not less than \$1,000,000 per occurrence and an annual aggregate of at least \$2,000,000. CGL shall be written on a standard ISO "occurrence" form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. No coverage shall be deleted from the standard policy without notification of individual exclusions and acceptance by the City of Bryan. The City of Bryan and its agents, officers, officials, and employee shall be listed as an additional insured.

- C. **Business Automobile Liability Insurance** - Contractor shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Contractor shall provide Waiver of Subrogation in favor of the City of Bryan and its agents, officers, officials, and employees.

- D. **Policy Limits** - Required limits may be satisfied by a combination of primary and umbrella or excess liability policies. Contractor agrees to endorse City of Bryan and its agents, officers, officials, and employees as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

- E. **Deductibles, Coinsurance Penalties & Self-Insured Retention** - Contractor may maintain reasonable and customary deductibles, subject to approval by the City of Bryan. Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention.

- F. Subcontractors** - If the Contractor's insurance does not afford coverage on behalf of any Subcontractor(s) hired by the Contractor, the Subcontractor(s) shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bryan accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- G. Acceptability of Insurers** - Insurance coverage shall be provided by companies admitted to do business in Texas and rated A-:VI or better by AM Best Insurance Rating.
- H. Evidence of Insurance** – A valid certificate of insurance verifying each of the coverages required shall be issued directly to the City of Bryan within 10 business days by the successful Contractor's insurance agent or insurance company after contract award. Endorsements must be submitted with the certificate. No contract shall be effective until the required certificates have been received and approved by the City of Bryan.

Renewal certificates shall be sent a minimum of 10 days prior to coverage expiration.

Upon request, Contractor shall furnish the City of Bryan with certified copies of all insurance policies.

The certificate of insurance and all notices shall be sent to:

City of Bryan

Risk Management

PO Box 1000

Bryan, TX 77805

Emailed to: gmatern@bryantx.gov

Failure of the City of Bryan to demand evidence of full compliance with these insurance requirements or failure of the City of Bryan to identify a deficiency shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

- I. Notice of Cancellation, Non-renewal, Material Change, Exhaustion of limits** – Contractor must provide minimum 30 days prior written notice to the City of Bryan of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage. If City of Bryan is notified a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City of Bryan reserves the right to withhold payment to Contractor until coverage is reinstated.
- J. Contractor's Failure to Maintain Insurance** – If the Contractor fails to maintain the required insurance, the City of Bryan shall have the right, but not the obligation, to withhold payment to Contractor until coverage is reinstated or to terminate the Contract.
- K. No Representation of Coverage Adequacy** - The requirements as to types and limits, as well as the City of Bryan's review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

SPECIFICATIONS

RFB 22-042
Annual Price Agreement for Wastewater Polymer”

GENERAL REQUIREMENTS

INTRODUCTION

The City of Bryan is seeking a single vendor to provide its wastewater treatment system with emulsion polymer for use in dewatering digested sludge. Bryan currently utilizes three wastewater treatment plants to treat its generated wastestream.

Wastewater Treatment Plant #1 8.0 MGD	Wastewater Treatment Plant #2/Grease Plant 4.0 MGD	Wastewater Treatment Plant #3 2.0 MGD
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SPECIFICATIONS

GENERAL

- Polymers shall be of a high molecular weight, cationic polyelectrolyte emulsion, for use as a coagulant or a dewatering acid for liquid-solids separation.
- The supplier must be a recognized manufacturer or authorized representative of the product offered and shall be qualified to advise in its use.
- Polymers must contain only the necessary emulsions, water, essential oils, etc. to compliment the City’s solids dewatering processes.
- The polymer(s) must be effective at low dosage levels and compatible with automatic chemical feed systems.
- The polymer(s) must increase production rates, solids content, and solids capture to be compatible with the COB’s final purpose, destination, and use for the sludge.
- Vendor shall be able to supply all polymers needed under this contract. This contract will not be split, or otherwise divided, between Vendors.
- Polymer(s) must have:
 1. A shelf life of six (6) months.
 2. A freeze point of 0° F or less.
 3. A flash point greater than 200° F.
 4. Compatible with a wide pH range.

DELIVERY

- Unit pricing must include all cost for delivery and unloading.
- Shipments shall be made between the hours of 7:00 a.m. and 2:00 p.m., Monday through Friday unless otherwise approved in advance by the City. Deliveries will not be accepted on the following holidays: New Year's Day, Martin Luther King Jr. Day, Good Friday, Easter, Memorial Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, and Christmas.
- Product to be delivered on an as needed basis.
- Product will be delivered in 55 gallon containers.
- Deliveries shall be made within five (5) working days of order. Vendor shall provide all labor and equipment necessary to unload and transport.
- Vendor must offer next day service upon request.
- Delivery is to be made to the following locations:

Wastewater Treatment Plant #1, 8.0 MGD

300 Park Road
Bryan, Texas 77802

Waste Water Treatment Plant #2, 4.0 MGD

2028 Quality Park Lane
Bryan, Texas 77803

Wastewater Treatment Plant #3, 2.0 MGD

6189 Foster Road
Bryan, TX 77807

SAFETY REQUIREMENTS

- Vendor shall provide a SDS for the first product shipment and again as amendments or changes are made to the SDS.
- All polymer containers will be carefully examined upon receipt. Containers which exhibit evidence of leakage, structural damage, or improper handling shall be rejected and removed from the site. No charge will be assessed to the City for containers failing to meet acceptance policy.
- The Vendor shall be responsible for the cleanup of any chemical spill or release which occurs during the unloading of polymer. All spills must be cleaned up and properly disposed of by the Vendor prior to leaving the treatment facility.

TESTING SPECIFICATIONS

- *Vendors will be required to perform jar testing between April 11, 2022 - April 14, 2022 during normal business hours (Monday – Friday, 8am – 3:30pm). Scheduling of jar testing must be made by contacting Mark Jurica, Treatment & Compliance Manager, at (979) 209-5932 or Victor Harris at (979) 229-7259.*
- Vendor must submit a Safety Data Sheet (SDS) and a certificate of analysis containing the following manufacturing batch information on any product to be used in the trail testing.
- The Vendor is responsible for polymer, labor, and transportation costs resulting from jar testing.
- City personnel will observe jar testing. A minimum qualifying percent capture is 85%. Any polymer not meeting these results will not be considered. Notation of the observed capture rate, product identifier, and dosage shall be provided to City at the completion to testing.

- The City reserves the right to disqualify any polymer during the trials or anytime thereafter if it is determined that the product poses a safety or health hazard; if the polymer causes the sludge to exhibit unacceptable slurring, application or press operational characteristics; if the polymer poses an odor problem either at the plant site or at any sludge utilization site. These determinations will be made at the sole discretion of the City.
- Award of contract, if required the Vendor shall perform jar testing of the City's system at least one time per contract term to confirm product performance and applicability at no expense to the City.

AWARD OF CONTRACT

This contract will be awarded to the Vendor who demonstrates that their Products are the best value to the City of Bryan based on the lowest cumulative price for the quantities estimated and product effectiveness.

Transmitted via email: dwallace@cstx.gov

March 17, 2022

Doug Wallace
City of College Station
2200 N. Forest Pkwy
College Station, Tx 77802

SUBJECT: Polymer Price Quotation

Dear Mr. Wallace,

Polydyne Inc. is pleased to offer you the following price quotation:

PRODUCT	UNIT PRICE	PACKAGE
Clarifloc- 6286	\$1.70 /LB. DELIVERED	450 lbs. DRUM
Clarifloc- 6262	\$1.70 /LB. DELIVERED	450 lbs. DRUM
Clarifloc- 3294	\$2.35 /LB DELIVERED	Palleted (40) 55 lb. BAGS

This price quotation is effective through 12/31/22.

Payment Terms: Net 30 days – No Discounts

Thank you for your business. If you have any questions, please feel free to contact me at (281) 633-6086. To place an order, please call our Customer Service Department at (800) 848-7659.

Sincerely,



Marcus Ortiz
Technical Sales Representative

September 8, 2022
Item No. 8.4.
Resolution in support of Brazos County's bond proposition

Sponsor: Bryan Woods, City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution in support of Brazos County's bond proposition.

Relationship to Strategic Goals:

Good Governance

Recommendation(s): It is recommended that Council adopt the resolution supporting Brazos County's bond proposition.

Summary: Brazos County has called for an election to determine if the county should issue \$100 million in bonds to finance transportation projects. These projects are expected to ease traffic congestion and increase safety on roadways in Brazos County.

Budget & Financial Summary:

Attachments:

1. Resolution Supporting Brazos County Bond 9-8-22

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS,
SUPPORTING THE TRANSPORTATION BOND OF BRAZOS COUNTY, TEXAS.**

WHEREAS, Brazos County is an important partner in facilitating transportation throughout the county, including in the City of College Station; and

WHEREAS, Brazos County has experienced an annual growth in congestion of 5.1% between 1982 and 2019; and

WHEREAS, the population of Brazos County has increased by 21.6% since the 2010 census; and

WHEREAS, the combined student populations at Texas A&M College Station and Blinn College Bryan has reached over 70,000; and

WHEREAS, efficient transportation is important to the health and safety, economic development, and quality of life in the City of College Station; and

WHEREAS, transportation projects often require the collaboration of Federal, State, and Local authorities; and

WHEREAS, Brazos County intends to utilize this bond to leverage additional federal funding for the George Bush Drive and Wellborn Road intersection; and

WHEREAS, Brazos County has submitted a one-hundred-million-dollar bond proposition to be considered by the voters on November 8th, 2022; now, therefore,

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

PART 1: The City of College Station supports Brazos County’s one-hundred-million-dollar bond proposition for transportation projects.

PART 2: The transportation projects funded through the bond will include the constructing, improving, and maintaining of roads and bridges withing Brazos County, including the acquisition of land and rights-of-way therefor.

ADOPTED this 8th day of September, 2022

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

September 8, 2022

Item No. 8.5.

Resolution in support of the Regional Mobility Authority's vehicle registration fee referendum

Sponsor: Bryan Woods, City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution in support of the Regional Mobility Authority's vehicle registration fee referendum.

Relationship to Strategic Goals:

Good governance

Recommendation(s): It is recommended that Council adopt the resolution supporting the referendum.

Summary: The Brazos County Regional Mobility Authority (RMA) has called for a referendum to determine if voters support an additional \$10.00 fee on vehicle registrations. The fee will raise funds for the construction and ongoing maintenance of transportation projects, which are intended to ease congestion and increase safety.

Budget & Financial Summary:

Attachments:

1. Resolution supporting RMA Fee 9-1-22

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SUPPORTING THE VEHICLE REGISTRATION FEE OF THE BRAZOS VALLEY REGIONAL MOBILITY AUTHORITY (RMA).

WHEREAS, the RMA was created through authorization of the Texas Transportation Commission in 2019; and

WHEREAS, the RMA is authorized under state law to develop and implement a wide range of transportation projects including roadways, pedestrian/bike facilities, transit systems, and parking facilities; and

WHEREAS, the RMA is an important partner in facilitating transportation throughout the county, including in the City of College Station; and

WHEREAS, Brazos County has experienced an annual growth in congestion of 5.1% between 1982 and 2019; and

WHEREAS, the population of Brazos County has increased by 21.6% since the 2010 census; and

WHEREAS, the combined student populations at Texas A&M University and Blinn College in Brazos County has reached over 79,000; and

WHEREAS, transportation projects often require the collaboration of Federal, State, and Local authorities; and

WHEREAS, efficient transportation is important to the health and safety, economic development, and quality of life in the City of College Station; and

WHEREAS, mitigating traffic congestion is an ongoing process and a sustainable source of funds will be necessary to continue addressing traffic congestion in the future; and

WHEREAS, the Brazos Valley RMA has submitted a ten-dollar fee (\$10.00) on vehicle registrations in Brazos County, to be considered by the voters on November 8th, 2022; now, therefore,

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

PART 1: The City of College Station supports Brazos County RMA's vehicle registration fee referendum.

PART 2: The funds generated through the vehicle registration fee shall be used for the purpose of transportation projects in the County identified by the Brazos County

Regional Mobility Authority in accordance with Section 502.402 of the Texas Transportation Code.

ADOPTED this 8th day of September, 2022

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

September 8, 2022
Item No. 8.6.
Ordinance Extending Mayoral Disaster Declaration

Sponsor: Bryan Woods, City Manager

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:
Good Governance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On January 7, 2022, the Mayor of College Station issued a renewal to the Disaster Declaration. On January 13, 2022, the College Station City Council consented with Ordinance 2021-4326 to the Mayor's January 7, 2022, Disaster Declaration Renewal.

On February 7, 2022, the Mayor of College Station issued a renewal to the Disaster Declaration. On February 10, 2022, the College Station City Council consented with Ordinance 2021-4334 to the Mayor's February 7, 2022, Disaster Declaration Renewal.

On March 7, 2022, the Mayor of College Station issued a renewal of the Disaster Declaration. On March 10, 2022, the College Station City Council consented with Ordinance 2021-4337 to the Mayor's March 7, 2022, Disaster Declaration Renewal.

On April 8, 2022, the Mayor of College Station issued a renewal of the Disaster Declaration. On April 14, 2022, the College Station City Council consented with Ordinance 2024-4345 to the Mayor's April 8, 2022, Disaster Declaration Renewal.

On May 13, 2022, the Mayor of College Station issued a renewal of the Disaster Declaration. On May 18, 2022, the College Station City Council consented with Ordinance 2024-4354 to the Mayor's May 13, 2022, Disaster Declaration Renewal.

On June 6, 2022, the Mayor of College Station issued a renewal of the Disaster Declaration. On June 9, 2022, the College Station City Council consented with Ordinance 2024-4359 to the Mayor's June 6, 2022, Disaster Declaration Renewal.

On July 8, 2022, the Mayor of College Station issued a renewal of the Disaster Declaration. On July 14, 2022, the College Station City Council consented with Ordinance 2024-4370 to the Mayor's July 8, 2022, Disaster Declaration Renewal.

On August 8, 2022, the Mayor of College Station issued a renewal of the Disaster Declaration. On August 11, 2022, the College Station City Council consented with Ordinance 2024-4376 to the Mayor's August 8, 2022, Disaster Declaration Renewal.

On September 2, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7, 2022, April 8, 2022, May 13, 2022, June 6, 2022, July 14, 2022 and August 8, 2022. The conditions necessitating the declaration of a state of disaster and mayoral orders continue to exist. The Council needs to consent to and approve the Mayor's Disaster Declaration renewal.

Budget & Financial Summary: N/A

Attachments:

1. September 8 Disaster Declaration Renewal Ordinance

ORDINANCE NO. _____

DISASTER DECLARATION RENEWAL AND EXTENSION ORDINANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, on January 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021; and

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

WHEREAS, on February 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, and January 7, 2022; and

WHEREAS, on February 10, 2022, the College Station City Council consented with Ordinance 2022-4334 to the February 7, 2022, Disaster Declaration Renewal; and

WHEREAS, on March 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, and January 7, 2022 and February 7, 2022; and

WHEREAS, on March 10, 2022, the College Station City Council consented with Ordinance 2022-4337 to the March 7, 2022, Disaster Declaration Renewal; and

WHEREAS, on April 8, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7; 2022 and

WHEREAS, on April 14, 2022, the College Station City Council consented with Ordinance 2022-4345 to the April 8, 2022, Disaster Declaration Renewal; and

WHEREAS, on May 13, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7; 2022, April 8, 2022; and

WHEREAS, on May 18, 2022, the College Station City Council consented with Ordinance 2022-4354 to the May 13, 2022, Disaster Declaration Renewal; and

WHEREAS, on June 6, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor

on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7; 2022, April 8, 2022, June 6, 2022; and

WHEREAS, on June 9, 2022, the College Station City Council consented with Ordinance 2022-4359 to the June 6, 2022, Disaster Declaration Renewal; and

WHEREAS, on July 8, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7; 2022, April 8, 2022, and June 6, 2022; and

WHEREAS, on July 14, 2022, the College Station City Council consented with Ordinance 2022-4370 to the July 8, 2022, Disaster Declaration Renewal; and

WHEREAS, on August 8, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7; 2022, April 8, 2022, June 6, 2022, and July 8, 2022; and

WHEREAS, on August 11, 2022, the College Station City Council consented with Ordinance 2022-4376 to the August 8, 2022, Disaster Declaration Renewal; and

WHEREAS, on September 2, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7; 2022, April 8, 2022, June 6, 2022, July 8, 2022, and August 8, 2022; and

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

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

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

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

1. That the state of disaster renewal proclaimed by the Mayor on September 2, 2022, as set out in **Exhibit A** is consented to and extended by the College Station City Council and shall continue until terminated by the College Station City Council.
2. This Ordinance is passed as an emergency measure and pursuant to local authority for emergency measures and shall become effective on the 8th day of September, 2022.

PASSED AND ADOPTED, this 8th day of September, 2022.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT A

DISASTER RENEWAL PROCLAIMED BY THE MAYOR ON SEPTEMBER 2, 2022



DECLARATION OF DISASTER RENEWAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, on January 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021 and

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

WHEREAS, on February 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, and January 7, 2022 and

WHEREAS, on February 10, 2022, the College Station City Council consented with Ordinance 2022-4334 to the February 7, 2022, Disaster Declaration Renewal; and

WHEREAS, on March 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, and January 7, 2022, and February 7, 2022; and

WHEREAS, on March 10, 2022, the College Station City Council consented with Ordinance 2022-4337 to the March 7, 2022, Disaster Declaration Renewal; and

WHEREAS, on April 8, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, and January 7, 2022, February 7, 2022, March 7, 2022; and

WHEREAS, on April 14, 2022, the College Station City Council consented with Ordinance 2022-4345 to the April 8, 2022, Disaster Declaration Renewal; and

WHEREAS, on May 13, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, and January 7, 2022, February 7, 2022, March 7, 2022, and April 8, 2022; and

WHEREAS, on May 18, 2022, the College Station City Council consented with Ordinance 2022-4354 to the May 13, 2022, Disaster Declaration Renewal; and

WHEREAS, on June 6, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor

on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, January 7, 2022, February 7, 2022, March 7, 2022, and April 8, 2022, May 13, 2022 and

WHEREAS, on June 9, 2022, the College Station City Council consented with Ordinance 2022-4359 to the June 6, 2022, Disaster Declaration Renewal; and

WHEREAS, on July 8, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, January 7, 2022, February 7, 2022, March 7, 2022, April 8, 2022, May 13, 2022, and June 6, 2022 and

WHEREAS, on July 14, 2022, the College Station City Council consented with Ordinance 2022-4370 to the July 8, 2022, Disaster Declaration Renewal; and

WHEREAS, on August 8, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, January 7, 2022, February 7, 2022, March 7, 2022, April 8, 2022, May 13, 2022, June 6, 2022, and July 8, 2022; and

WHEREAS, on August 11, 2022, the College Station City Council consented with Ordinance 2022-4376 to the August 8, 2022, Disaster Declaration Renewal; and

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

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

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

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

1. Pursuant to §418.014 of the Texas Government Code the state of disaster is hereby renewed as proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020 December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7, 2022, April 8, 2022, May 13, 2022, June 6, 2022, July 8, 2022, and August 8, 2022 are renewed, until terminated by the College Station City Council.
2. Pursuant to §418.108(b) of the Texas Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration, unless continued or renewed by the City Council of College Station.
3. Pursuant to §418.108(c) of the Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
4. That this proclamation shall take effect on September 2, 2022.

DECLARED this 2nd day of September, 2022.

APPROVED:



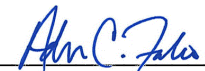
Mayor

ATTEST:



City Secretary

APPROVED:



City Attorney

September 8, 2022
Item No. 9.1.
FY22 Budget Amendment #4

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action on Budget Amendment 4 amending Ordinance No. 2021-4286 which will amend the budget for the 2021-2022 Fiscal Year in the amount of \$21,491,393.

Relationship to Strategic Goals:

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

Recommendation(s): Staff recommends the City Council approve Budget Amendment #4.

Summary: The charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover expenditures and after holding a public hearing on such budget amendment. The proposed budget amendment is to increase the FY22 budget appropriations by \$21,491,393 for increases in the cost of FY22 Electric Purchase Power, City Hall savings transfer from Facilities CIP to Electric, Water Fund transfer to Water Risk Mitigation Fund, Westside Park land purchase, Hotel Tax Fund transfer for Texas Independence Ballpark at Midtown, Solid Waste Fund overtime, Economic Development professional studies, purchase of additional police vehicles, Fire Department AFG Grant for Paramedic training, and the old Macys land purchase. This amendment also includes interfund transfers totaling \$9,185,000 that have no overall budget impact.

Budget & Financial Summary: The City has resources or can reasonably expect resources to cover the appropriations in this budget amendment. The attached summary has the complete description of the items included in the proposed budget amendment and a description of the interfund transfers. If approved, the net revised budget appropriations will be \$408,396,234.

Attachments:

1. FY22 BA#4
2. FY22 Budget Amendment #4 Ordinance

Exhibit A – FY22 Budget Amendment #4 Detail Listing

1. Electric Purchase Power - \$9,000,000 (Budget Amendment)

This item will increase the Purchase Power budget in the Electric Fund. Purchase Power costs are still exceeding budget. In the months since the last Budget Amendment, natural gas prices have doubled while sustained high temperatures and drought conditions increased consumption. Any unused Purchase Power allocation from FY22, will included in the FY23 Encumbrance Roll. Purchase Power increase expense will be funded from the Electric Working Capital as well as the transfer noted below.

2. City Hall Savings Transfer from Facilities CIP to Electric - \$2,000,000 (Interfund Transfer)

This item will return a portion of the funds contributed by Electric to build City Hall back to the Electric Fund to cover the escalating Purchased Power expense. Savings are available because City Hall expenses were less than projected. By requesting this transfer, we are also asking Council permission to drop below the 18% reserve requirement if remaining Purchase Power actual costs exceed projections.

3. Water Transfer to Risk Mitigation - \$385,000 (Budget Amendment and Interfund Transfer)

Increased transfer between the Water Operating and Risk Mitigation Funds. Water received more industrial revenue than previously projected. As a result, this item will increase the budgeted transfer by \$385,000. Revenue will be held in the Water Risk Mitigation Fund.

4. Westside Park Land Purchase - \$3,596,260 (Budget Amendment)

This item will appropriate budget for the property purchase settlement approved by Council on August 10th, 2022. Funds will come from Parkland Community Zones A, B, and A&B.

5. HOT Transfer for Texas Independence Ballpark at Midtown - \$6,800,000 (Interfund Transfer)

This item will move funds and budget currently in the HOT Fund to the Parks Capital Improvement Projects Fund for the construction of Texas Independence Ballpark at Midtown. Budgets and funding were originally split between multiple funds. This item will consolidate all budgets, expenses, and funding sources in the Parks Capital Projects Fund for Phase I of the project. This item is not increasing the overall budget for Texas Independence Ballpark at Midtown and has a net zero impact on the FY22 Budget.

6. Solid Waste Overtime – \$197,000 (Budget Amendment)

Prolonged staffing shortages and supply chain issues for collection vehicles parts has significantly increased overtime in the Solid Waste division. Overtime has been used to ensure city services are not severely interrupted. Funding will come from Solid Waste Working Capital.

7. Economic Development Professional Studies-- \$70,000 (Budget Amendment)

This item will increase Economic Development's budget to cover special studies expenses previously identified to Council.

8. Additional Police Vehicles-- \$500,000 (Budget Amendment)

This item is to appropriate from the General Fund unassigned Fund Balance an additional \$500,000 for Police Vehicles as directed by Council.

9. AFG Paramedic Training Grant - \$243,132 (Budget Amendment)

Fire Department was awarded the Federal Assistance to Firefighters Grant (AFG) for \$636,654 for paramedic training. The grant covers training costs and backfill of the members position when they are attending class while on-duty. Fire has submitted and been approved for reimbursement for \$243,132 of the eligible costs spent through July 2022. This amendment will increase the

Exhibit A – FY22 Budget Amendment #4 Detail Listing

expenditure budgets for the costs incurred and recognize the revenue for the reimbursement to be received by the City.

10. Macys Land purchase - \$7,500,000 (Budget Amendment)

On August 25, 2022, Council approved the purchase of 7.641 acres of land located at Post Oak Mall from by West Valley JMYL, LP. To execute the contract, fund balance from the General fund will be utilized.

ORDINANCE NO. _____

AN ORDINANCE (BUDGET AMENDMENT #4) AMENDING ORDINANCE NO. 2021-4286 WHICH WILL AMEND THE BUDGET FOR THE 2021-2022 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.

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

WHEREAS, on January 27, 2022, the City Council of the City of College Station, Texas, adopted Ordinance No. 2022-4328, budget amendment #1: and

WHEREAS, on March 10, 2022, the City Council of the City of College Station, Texas, adopted Ordinance No. 2022-4339, budget amendment #2: and

WHEREAS, on April 28, 2022, the City Council of the City of College Station, Texas, adopted Ordinance No. 2022-4350, budget amendment #3: and

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

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

PART 1: That Ordinance No. 2021-4286 is hereby amended by amending the 2021-2022 Budget adopted thereto by a net amount of \$21,491,393 as further detailed in the proposed 2021–2022 year-end estimates incorporated herein for funds and purposes.

PART 2: That this Budget Amendment #4 shall be attached to and made a part of the 2021-2022 Budget.

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

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

PASSED and APPROVED this _____ day of _____ 2022

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

September 8, 2022
Item No. 9.2.
106 Southland Street CPA

Sponsor: Robin Macias

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Suburban Residential to Neighborhood Commercial for approximately 0.16 acres, generally located at 106 Southland Street.

Relationship to Strategic Goals:

- Neighborhood Integrity
- Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission heard this item at their August 18, 2022, meeting and voted unanimously to recommend approval. Staff recommends approval of the Comprehensive Plan Amendment.

Summary: The applicant is requesting an amendment to the Comprehensive Plan Future Land Use & Character Map from Suburban Residential to Neighborhood Commercial for approximately 0.16 acres, located at 106 Southland Street. Neighborhood Commercial is defined as areas of commercial activities that cater primarily to nearby residents. This Comprehensive Plan Amendment is in conjunction with the PDD Planned Development District rezoning of this lot and the adjacent lots, which are already designated as Neighborhood Commercial. It is the applicant's intent to extend the existing Southwest Crossing retail center and develop a commercial restaurant and retail space.

REVIEW CRITERIA

1.) Changed or changing conditions in the subject area of the City:

The subject property and properties to the north and west have a future land use designation of Suburban Residential. The Suburban Residential land use designation is primarily for single-family residential areas that consist of low to moderate density single-family lots. The development types of this designation tend to be highly consistent within a subdivision or neighborhood. The intent of the Suburban Residential land use is to provide a mix of compatible housing developments that accommodate features such as sidewalks and street trees that support neighborhoods.

The properties to the southwest of the subject property are designated as Neighborhood Commercial. These properties were changed to Neighborhood Commercial with the 10-year Comprehensive Plan update in 2021 to permit commercial uses that are harmonious with the surrounding residential areas and allow the expansion of the adjacent Southwest Crossing Shopping Center, which is located to the south of the subject property and designated as General Commercial on the Future Land Use & Character Map. This request is to add one additional lot to the area previously designated as Neighborhood Commercial.

In the past decade, the area to the south of the subject property has developed as a commercial shopping center. There has been recent commercial development further southeast at the intersection of Wellborn Road and Southwest Parkway.

2.) Compatibility with the existing uses, development patterns, and character of the immediate area concerned, the general area, and the City as a whole:

The applicant is requesting an amendment to the Future Land Use & Character Map to Neighborhood Commercial. The Neighborhood Commercial designation is generally for areas of commercial activities that cater primarily to nearby residents. The intent of this area is to accommodate limited commercial services that are more appropriate in size and scale to adjacent residential properties that also provide buffering as required within the zoning districts appropriate within the Neighborhood Commercial land use category.

The applicant held a neighborhood meeting on July 13, 2022. All property owners within 200 feet of the subject property were notified of the neighborhood meeting but did not attend. In addition, there have been no expressed concerns regarding the extension of commercial uses onto this additional lot. The proposed development will provide a compatible commercial use adjacent to the surrounding existing single-family residential developments. The proposal is compatible with the character of the area.

3.) Impact on environmentally sensitive and natural areas:

There is no FEMA designated floodplain on the property. The applicant has stated that the subject property “will follow city codes and ordinances and will not have adverse impacts on the surrounding areas.”

4.) Impacts on infrastructure including water, wastewater, drainage, and the transportation network

Water, wastewater, and fire flow service will be provided by College Station Utilities. Detention is required with future development and would be addressed with the site plan. Drainage and all other infrastructure required with site development shall be designed and constructed in accordance with the B/CS Unified Design Guidelines.

The subject property fronts Southland Street. Southland Street is designated as a local street. The subject property will be developed with the adjacent properties designated as Neighborhood Commercial on the Comprehensive Plan. These lots are located at the intersection of Wellborn Road which is designated as a 6-Lane Major Arterial on the Thoroughfare Plan. The proposed development will have shared access with the adjacent Southwest Crossing development and should not cause additional traffic concerns.

5.) Consistency with the goals and strategies set forth in the Comprehensive Plan:

The intent of College Station’s Comprehensive Plan is to create distinctive places, vibrant districts, attractive neighborhoods, revitalized gateways and corridors, and conserved natural areas. The proposed amendment to Neighborhood Commercial, defined as areas of commercial activities that tend to be smaller in scale than general commercial developments and are located adjacent to major roads along the fringe of residential areas, is appropriate for this property as a transition between the neighboring commercial properties and the surrounding single-family homes.

Budget & Financial Summary: N/A

Attachments:

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE OFFICIAL CITY OF COLLEGE STATION COMPREHENSIVE PLAN BY AMENDING THE COMPREHENSIVE PLAN – FUTURE LAND USE & CHARACTER MAP FROM SUBURBAN RESIDENTIAL TO NEIGHBORHOOD COMMERCIAL FOR APPROXIMATELY 0.19 ACRES OF LAND, GENERALLY LOCATED AT 106 SOUTHLAND STREET; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

PART 1: That the “Official City of College Station Comprehensive Plan” is hereby amended by adding new Subsection “E.1.c” of Exhibit “A” thereto as set out in Exhibit “A” attached hereto and made a part hereof; and by amending the “Comprehensive Plan Future Land Use and Character Map,” as set out in Exhibit “B” attached hereto and made a part hereof for the identified area.

PART 2: That if any provisions of any section of this Ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this Ordinance, which shall remain in full force and effect.

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

PASSED, ADOPTED and APPROVED this 8th day of September, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Ordinance No.4303 adopting the “Official City of College Station Comprehensive Plan” as amended, is hereby amended by adding Subsection “E.1.c” to Exhibit “A” of said plan for Exhibit “A” to read in its entirety as follows:

A. Comprehensive Plan

The Official City of College Station Comprehensive Plan (Ordinance 4303) is hereby adopted and consists of the following:

1. Plan Foundation;
2. Distinctive Places;
3. Strong Neighborhoods;
4. A Prosperous Economy;
5. Engaging Spaces;
6. Integrated Mobility;
7. Exceptional Services;
8. Managed Growth;
9. Collaborative Partnerships; and
10. Plan Implementation

B. Master Plans

The following Master Plans are hereby adopted and made a part of the Official City of College Station Comprehensive Plan:

1. The Northgate Redevelopment Plan dated November 1996;
2. The Revised Wolf Pen Creek Master Plan dated 1998;
3. Northgate Redevelopment Implementation Plan dated July 2003;
4. East College Station Transportation Study dated May 2005;
5. Bicycle, Pedestrian, and Greenways Master Plan dated January 2010;
6. Central College Station Neighborhood Plan dated June 2010;
7. Eastgate Neighborhood Plan dated June 2011;
8. Parks, Recreation, and Open Spaces Master Plan dated July 2011;
9. Southside Area Neighborhood Plan dated August 2012;
10. Medical District Master Plan dated October 2012;
11. Wellborn Community Plan dated April 2013;
12. Economic Development Master Plan dated May 2020;
13. South Knoll Neighborhood Plan dated September 2013;
14. The Water System Master Plan dated April 2017; and
15. The Wastewater System Master Plan dated April 2017.

C. Master Plan Amendments

The following Master Plan Amendments to the Official City of College Station Comprehensive Plan are as follows:

D. Text Amendments

The following Text Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Text Amendments:
 - a. *Chapter 2. Distinctive Places* by amending the text regarding the Neighborhood Center future land use description, intent, and generally appropriate zoning districts – Ordinance 4351, dated April 28, 2022.

E. Map Amendments

The following Map Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Future Land Use & Character Map:
 - a. Approximately 5 acres of land generally located at 2354 Barron Road from Suburban Residential to Neighborhood Commercial – Ordinance 4365, dated June 23, 2022.
 - b. Approximately 17 acres of land generally located at 400 Double Mountain Road from Medical to Urban Residential – Ordinance 4378, dated August 11, 2022.
 - c. Approximately 0.19 acres of land generally located at 106 Southland Street from Suburban Residential to Neighborhood Commercial – by this Ordinance, dated September 8, 2022.

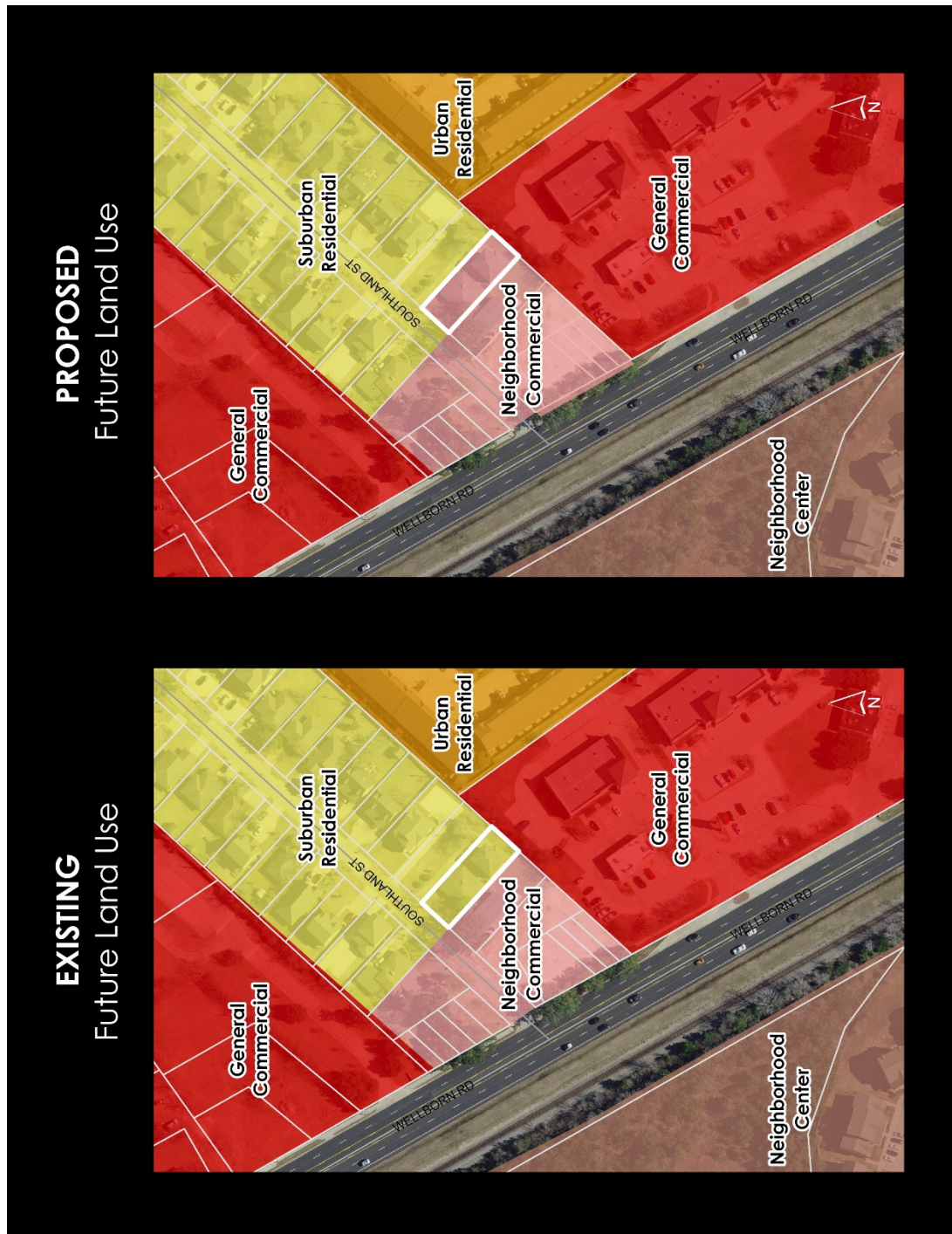
F. General

1. **Conflict.** All parts of the Comprehensive Plan and any amendments thereto shall be harmonized where possible to give effect to all. Only in the event of an irreconcilable conflict shall the later adopted ordinance prevail and then only to the extent necessary to avoid such conflict. Ordinances adopted at the same city council meeting without reference to another such ordinance shall be harmonized, if possible, so that effect may be given to each.
2. **Purpose.** The Comprehensive Plan is to be used as a guide for growth and development for the entire City and its Extraterritorial Jurisdiction (“ETJ”). The Comprehensive Plan depicts generalized locations of proposed future land uses, including thoroughfares, bicycle and pedestrian ways, parks, greenways, and waterlines, and sewer lines that are subject to modification by the City to fit local conditions and budget constraints.

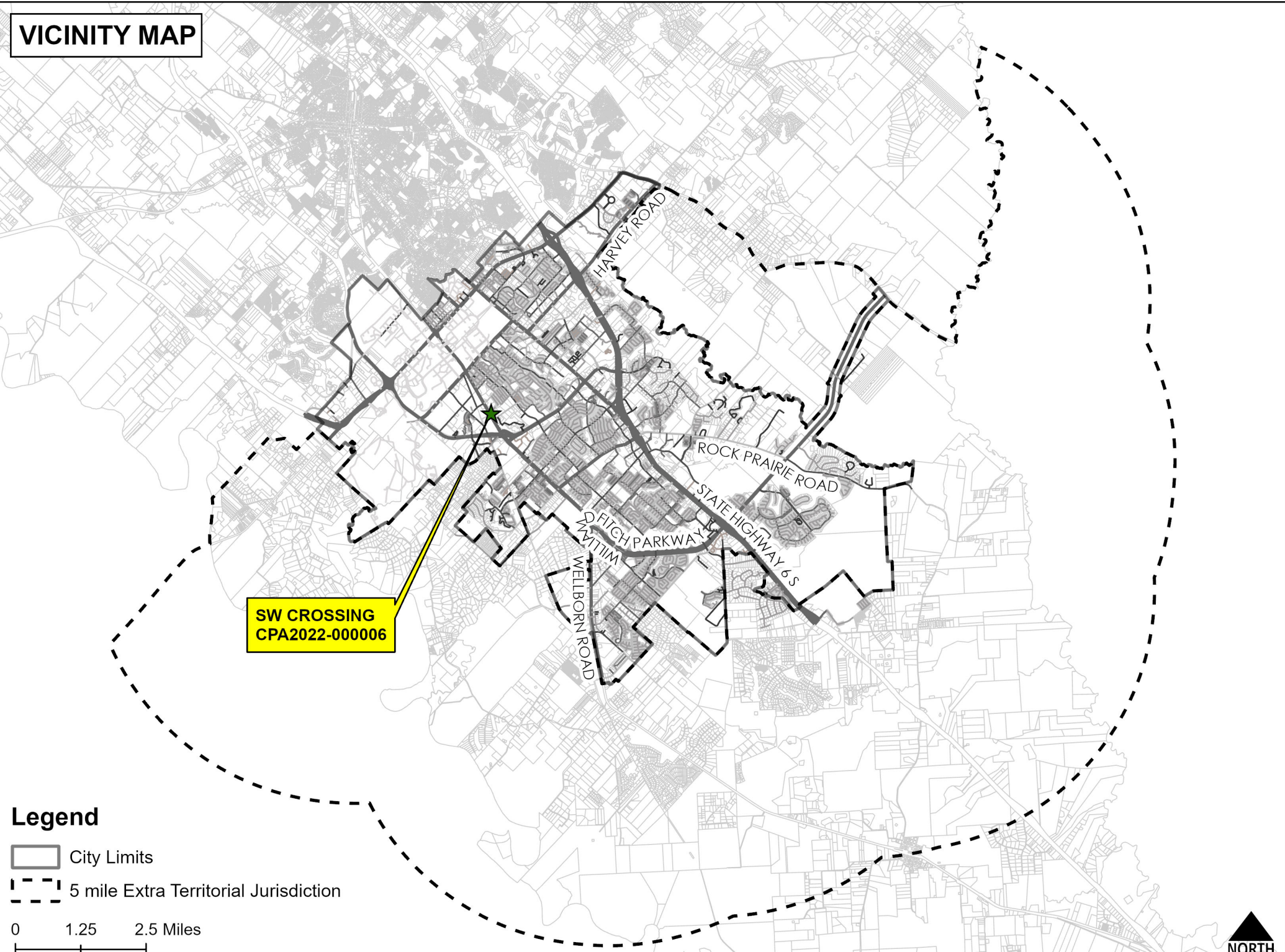
3. **General nature of Future Land Use.** The Comprehensive Plan, in particular the Future Land Use & Character Map and any adopted amendments thereto, shall not be, nor be considered, a zoning map, shall not constitute zoning regulations or establish zoning boundaries, and shall not be site or parcel specific but shall be used to illustrate generalized locations.
4. **General nature of College Station Comprehensive Plan.** The Comprehensive Plan and any additions, amendments, master plans and subcategories thereto depict same in generalized terms including future locations; and are subject to modifications by the City to fit local conditions, budget constraints, cost participation, and right-of-way availability that warrant further refinement as development occurs. Linear routes such as thoroughfares, bikeways, pedestrian ways, greenways, waterlines, and sewer lines that are a part of the Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Comprehensive Plan without being considered an amendment thereto.
5. **Reference.** The term College Station Comprehensive Plan includes all of the above in its entirety as if presented in full herein, and as same may from time to time be amended.

EXHIBIT B

That the “Official City of College Station Comprehensive Plan” is hereby amended by amending a portion of the map titled “Future Land Use & Character” from Suburban Residential to Neighborhood Commercial for the following property:



VICINITY MAP

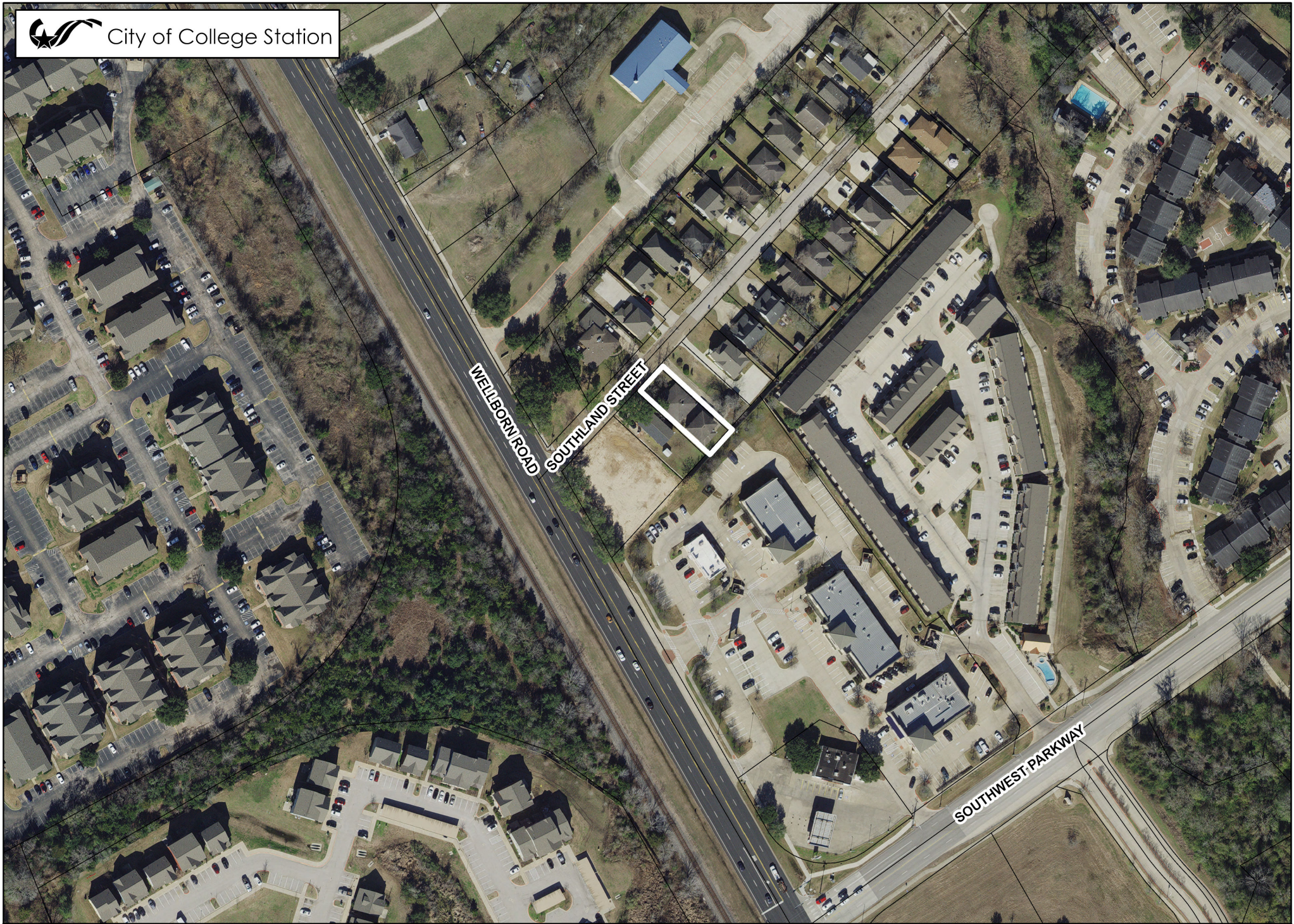


Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction

0 1.25 2.5 Miles



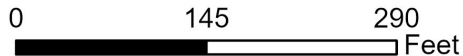
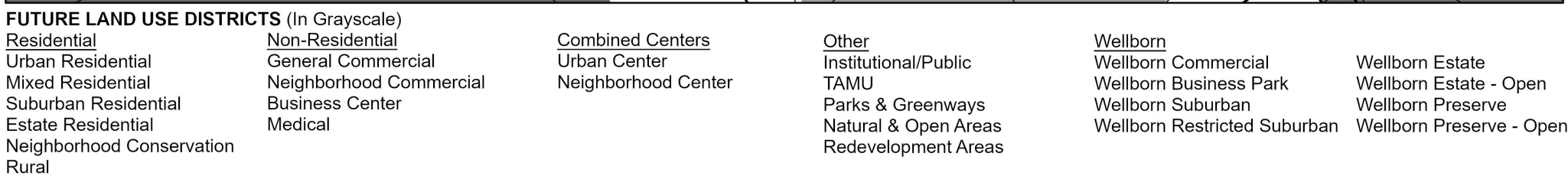


0 180 360 Feet

SW CROSSING

Case:
CPA2022-000006

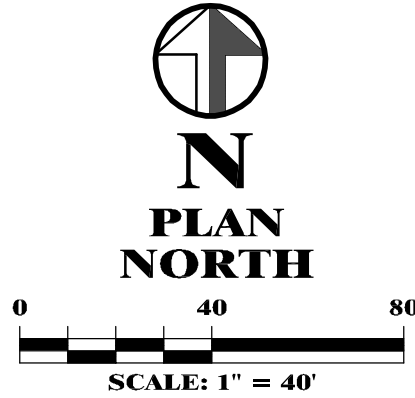
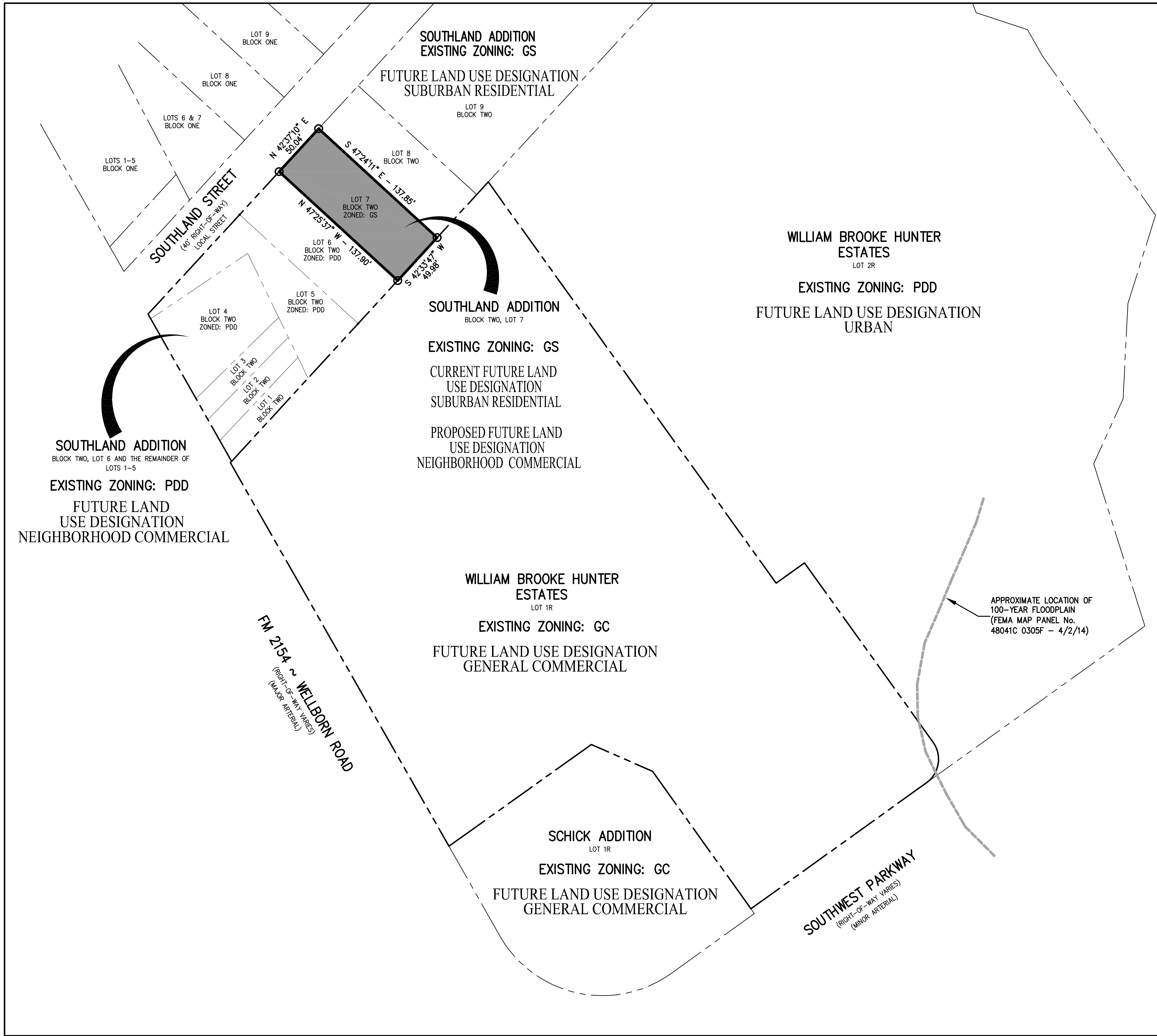
COMPREHENSIVE PLAN
AMENDMENT



SW CROSSING

Case:
CPA2022-000006

COMPREHENSIVE PLAN AMENDMENT



ZONING NAMES:	
GS =	GENERAL SUBURBAN
GC =	GENERAL COMMERCIAL
U =	URBAN
PDD =	PLANNED DEVELOPMENT DISTRICT
GENERAL NOTE: EXISTING AND PROPOSED INFRASTRUCTURE IS DESCRIBED AS FOLLOWS:	
ROADWAY: PER THE THOROUGHFARE PLAN THE CURRENT & REQUIRED CROSS-SECTION, FOR BOTH WELLBORN ROAD & SOUTHLAND STREET, ARE AS FOLLOWS:	
* WELLBORN ROAD – MAJOR ARTERIAL: EXISTING = ~105' ROW, 62' PAVEMENT (5 LANES), SIDEWALK (EAST SIDE) PROPOSED = 120' ROW, 96' PAVEMENT (6 LANES), SIDEWALKS	
* SOUTHLAND STREET – LOCAL STREET: EXISTING = 40' ROW, 27' PAVEMENT PROPOSED = 50' ROW, 27' PAVEMENT, SIDEWALKS	
WATER: FIRE FLOW AND WATER DEMAND LETTER WILL BE PROVIDED DURING SITE DEVELOPMENT PERMITTING. * 6" WATER LINE ALONG SOUTHLAND STREET * 6" WATER LINE INTERNAL TO LOT 1R – WILLIAM BROOKE HUNTER ESTATES	
SANITARY SEWER: SANITARY SEWER DEMAND LETTER WILL BE PROVIDED DURING SITE DEVELOPMENT PERMITTING. * 6" SANITARY SEWER LINE ALONG SOUTHLAND STREET * 8" SANITARY SEWER LINE INTERNAL TO LOT 1R – WILLIAM BROOKE HUNTER ESTATES (PREFERRED SERVICE ROUTE)	
DRAINAGE: SITE DEVELOPMENT OF THIS PROPERTY WILL REQUIRE A DESIGN/CONSTRUCTION OF A DETENTION FACILITY WHICH WILL ADEQUATELY SIZED TO DISCHARGE SITE RUNOFF TO AT, OR BELOW, PRE-DEVELOPMENT RUNOFF RATES.	
FLOODPLAIN: THIS TRACT DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN ACCORDING TO THE BRAZOS COUNTY FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48041C0305F, REVISED DATE: 04-02-2014.	
ELECTRICAL: CSU IS THE ELECTRIC PROVIDER FOR THIS AREA. BOTH SINGLE & THREE PHASE POWER AVAILABLE AT THIS LOCATION.	

COMPREHENSIVE PLAN AMENDMENT

FOR THE
SOUTHLAND ADDITION
BLOCK 2, LOT 7

CRAWFORD BURNETT LEAGUE, ABSTRACT No. 7
CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS

**OLDHAM
GOODWIN GROUP, LLC**
BROKERAGE | DEVELOPMENT | MANAGEMENT

SWC AT BEE CREEK, LLC
c/o FREDDY ALONSO
2800 SOUTH TEXAS AVENUE STE. 401
BRYAN, TX 77802
PH: (979) 260-2000
EMAIL: Freddy.alonso@oldhamgoodwin.com

FILENAME: 0755CP1A

SCALE: 1"=40'

SUBMITTED DATE: 5/16/22

REVISIONS: 6/6/22

DRAWN BY: R.A.M.

CHECKED BY: OGG

FIELD BOOK: N/A

PAGES: N/A

RME
Consulting Engineers

POST OFFICE BOX 9253
COLLEGE STATION, TX 77842
PH: (979) 764-0704
EMAIL: civil@rmengineer.com

TEXAS FIRM REGISTRATION No. F-4695

RME CONSULTING ENGINEERS

CLIENT NO.

PROJECT NO.

325

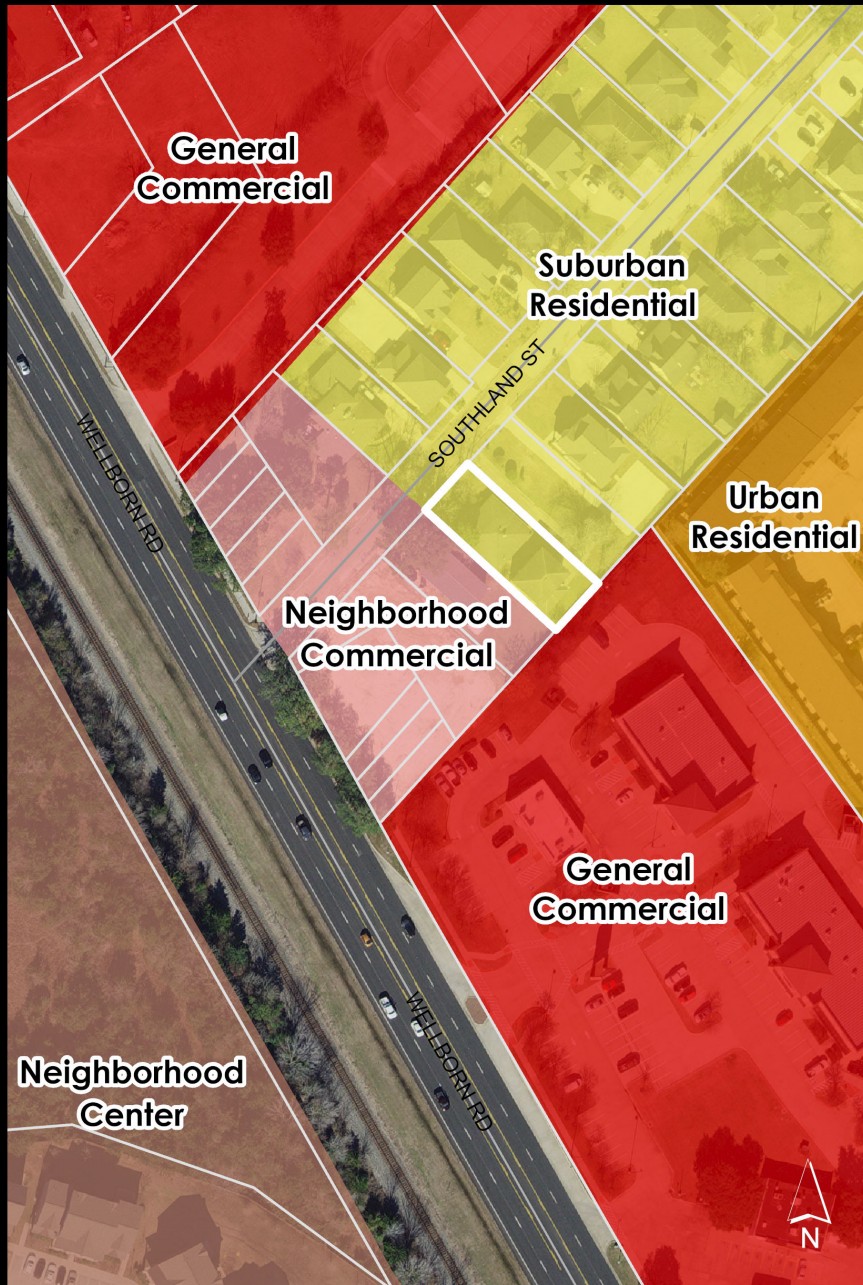
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SHEET

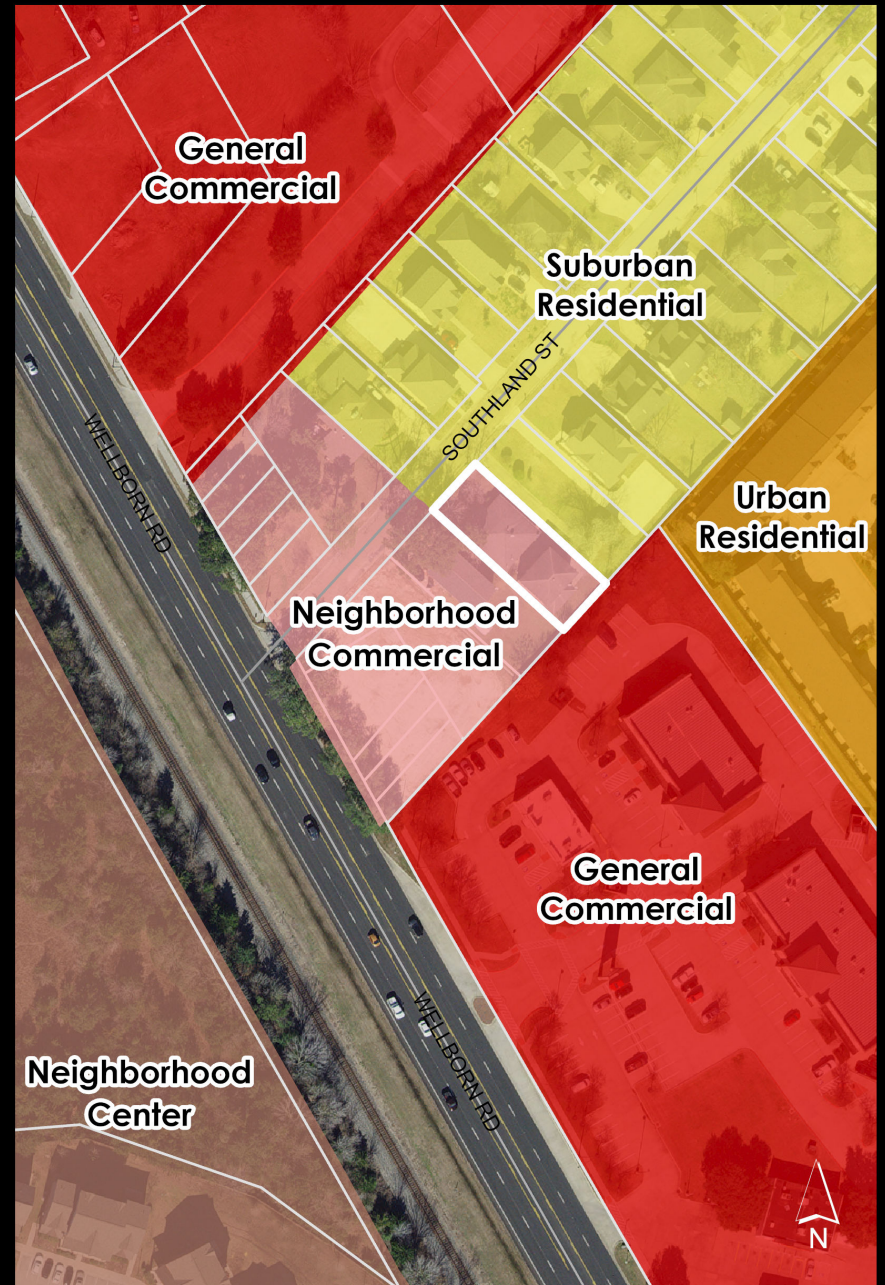
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OF 1

EXISTING Future Land Use



PROPOSED Future Land Use



BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: August 18, 2022
Advertised Council Hearing Date: September 8, 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:

None

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

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Suburban Residential	GS General Suburban	Single-Family Residential
South	General Commercial	GC General Commercial	Commercial
East	Urban Residential	PDD Planned Development District	Commercial
West	Neighborhood Commercial	GS General Suburban	Residential

DEVELOPMENT HISTORY

Annexation: April 1948
Zoning: R-1 Single Family Residential (1976)
Renamed to GS General Suburban (2013)
Final Plat: Southland Addition
Site development: Residential



COMP PLAN APPLICATION SUPPORTING INFORMATION

Name of Project: SW CROSSING

Address: 106 SOUTHLAND ST

Legal Description: SOUTHLAND, BLOCK 2, LOT 7

Total Acreage: 0.158

Applicant:: RME CONSULTING ENGINEERS

Property Owner: MANUEL VICKI SEARCY

What element of the Comprehensive Plan and at what location is requested to be amended?

Land Use & Character designation (SE corner of SW Parkway & Southland Street)

What is the amendment requested?

Neighborhood Commercial from Suburban Residential

What is the reason for the amendment?

Allow for the redevelopment and relocation of an existing QSR.

How will this change be compatible with the existing uses, development patterns, and character of the immediate area concerned, the general area, and the city as a whole?

Allow for the redevelopment and relocation of an existing QSR.

Explain the impact on environmentally sensitive and natural areas and infrastructure, including water, wastewater, drainage and transportation network.

Neighborhood Commercial uses are ideal at "hard" corners of major intersections. The project area is located at the intersection of the major arterial of Wellborn Road (FM 2154) and Southland Street. The historic use of this site has been residential but with Wellborn Road being a major thoroughfare, NC uses are far more compatible. Additionally, the proposed development is an extension of the Southwest Crossing commercial center and will provide a typical transitional use between the surrounding existing single-family residential developments.

Explain how this change will be consistent with the goals and strategies set forth in the Comprehensive Plan.

Neighborhood Commercial uses are ideal at "hard" corners of major intersections. The project area is located at the intersection of the major arterial of Wellborn Road (FM 2154) and Southland Street. The historic use of this site has been residential but with Wellborn Road being a major thoroughfare, NC uses are far more compatible. Additionally, the proposed development is an extension of the Southwest Crossing commercial center and will provide a typical transitional use between the surrounding existing single-family residential developments.

List any other reasons to support this zone change.

N/A

List any other additional properties.

N/A

September 8, 2022
Item No. 9.3.
1201 Wellborn Road Rezoning

Sponsor: Robin Macias

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance, "Article 4, Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from PDD Planned Development District and GS General Suburban to PDD Planned Development District for approximately 0.75 acres located at Southland Addition Block 2 Lots 6 & 7 and the remainder of Lots 1-5, generally located at the intersection of Southland Street and Wellborn Road.

Relationship to Strategic Goals:

- Neighborhood Integrity
- Diverse & Growing Economy

Recommendation(s): The Planning and Zoning Commission heard this item at their August 18, 2022 meeting and voted unanimously to recommend approval. Staff also recommends approval.

Summary: This request is to rezone approximately 0.75 acres of land generally located at 1201 Wellborn Road from PDD Planned Development District and GS General Suburban to PDD Planned Development District. A portion of the property was originally zoned PDD Planned Development District in 2021. The applicant is requesting to add an additional 0.16 acre lot to the portion previously zoned PDD Planned Development District and revise the Concept Plan. The applicant is requesting modifications to the SC Suburban Commercial requirements for restaurants with a drive-thru that include being located a minimum of 150 feet from any single-family use or zoning and the requirement that drive-thru facilities (menu board, speaker box, pick-up window) cannot be located between the building and any single-family use or zoning.

REZONING REVIEW CRITERIA

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

The subject tract is designated on the Comprehensive Plan Future Land Use & Character Map as Neighborhood Commercial and Suburban Residential. This rezoning request is accompanied by a Comprehensive Plan Amendment application to change the land use designation from Suburban Residential to Neighborhood Commercial. If the Comprehensive Plan Amendment is approved, the rezoning request will align with the Comprehensive Plan.

For the Neighborhood Commercial land use, the Comprehensive Plan provides the following:

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.

The intent of the district is to:

- Accommodate limited commercial services compared to General Commercial.
- Provide pedestrian and bicycle connectivity to surrounding neighborhoods and nearby public uses.

The zoning districts that are generally appropriate within this land use include: suburban commercial and office.

For the Suburban Residential land use, the Comprehensive Plan provides the following:

Primarily single-family residential areas that consist of low to moderate density single-family lots. These areas may include some non-residential uses that are compatible with surrounding single-family areas.

The zoning districts that are generally appropriate within the land use include: general suburban and restricted suburban.

The proposed PDD zoning allows for commercial developments that are in line with the base zoning district of SC Suburban Commercial. This is in conformance with the Comprehensive Plan with exception of the lot still designated as Suburban Residential, which is the subject of an accompanying Comprehensive Plan Amendment request.

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

The subject property is surrounded by single-family homes to the north and east, and a commercial development to the south. There are multi-family developments to the west across Wellborn Rd. The proposed zoning district is appropriate for the surrounding area as it would allow for the extension of the development to the south.

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

The size and location of the subject property is suitable for a small-scale commercial development. The site has adequate space to meet the minimal dimensional standards as set forth in the Unified Development Ordinance.

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

The existing water and wastewater infrastructure is adequate to support the needs of this development. Drainage and any other infrastructure required with the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The subject property fronts Wellborn Road. The proposed development will share access with the adjacent commercial development. The proposed use is expected to generate less than 150 trips in any peak hour; therefore, a TIA was not required.

5.) The marketability of the property:

The uses allowed by the proposed zoning district is marketable for the area. The applicant states that the proposed zoning will provide an adequate area for redevelopment. The relocation of the proposed facility will provide higher visibility to other buildings located within the Southwest Crossing commercial center.

REVIEW OF CONCEPT PLAN

The Concept Plan provides an illustration of the general layout of the proposed building areas as well as other site related features. The proposed Concept Plan is generally changing the building and parking layout for Phase Two of the PDD Concept Plan.

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 PDD for this property outlines the purpose, intent, and community benefit of the proposed development, which is to provide an adequate area for redevelopment, ancillary uses, additional visual exposure to the existing retail, and an over-sized buffer area with the adjacent residential area. The applicant has proposed a retail center with a drive-thru component.

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.

Meritorious Modifications:

- Drive Thru windows and message boards may be located on the side of the building adjacent to single family land use and zoning.
- Distance from pick-up window to the single-family property line: 126 feet to the north and 82 feet to the west

- Distance from back-of-curb of by-pass lane to single-family property line: 38 feet
- Distance from menu board to single-family property line: 74 feet

Community Benefits:

The applicant is proposing the following community benefits:

1. A 30-foot wide buffer area with landscaping and solid screening wall along the common property line of residential uses.
2. A shared parking and private access easement provided with neighboring Southwest Crossing commercial center.
3. Five queuing spaces for the pick-up window, which is an additional space, and five queuing spaces for the order window.
4. Additional buffering along with streetscaping requirements along Southland Street to line up with Block 1 Lots 6-8. The additional buffering will be a minimum of one (1) five-gallon shrub at a minimum of three (3) feet in height per three (3) linear feet of buffer area.
5. Construct a public sidewalk on the property along Southland Street as identified on the Bicycle, Pedestrian, and Greenways Master Plan.

Budget & Financial Summary: N/A

Attachments:

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

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 0.75 ACRES OF LAND GENERALLY LOCATED AT 1201 WELLBORN RD AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”, Exhibit “B” and Exhibit “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 _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

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

The following property is rezoned from PDD Planned Development District and GS General Suburban to PDD Planned Development District:



**FIELD NOTES DESCRIPTION
OF A
0.754 ACRE TRACT
BEING ALL OF LOTS 6 & 7 AND
THE REMAINDER OF LOTS 1-5, BLOCK 2
SOUTHLAND ADDITION
CRAWFORD BURNETT LEAGUE SURVEY, ABSTRACT 7
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF 0.754 ACRES IN THE CRAWFORD BURNETT LEAGUE SURVEY, ABSTRACT 7, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING ALL OF LOTS 6 & 7 AND THE REMAINDER OF LOTS 1-5, BLOCK 2 OF THE SOUTHLAND ADDITION RECORDED IN VOLUME 134, PAGE 423 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT), AS CONVEYED TO SOUTHLAND WELLBORN, LLC IN VOLUME 16546, PAGE 187 (LOT 6), VOLUME 16546, PAGE 206 (REM. OF LOTS 1-5) AND VOLUME 17677, PAGE 93 (LOT 7) OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 0.754 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found in the northeast right-of-way line of FM 2154 - Wellborn Road (right-of-way width varies, 171/181 DRBCT), at the south corner of said remainder of Lot 1, on the northwest line of Lot 1R, William Brooke Hunter Estates as shown on the plat recorded in Volume 7627, Page 19 (OPRBCT), from which another 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found at the west corner of said Lot 1R bears, S 42° 33' 47" W, a distance of 1.52 feet;

THENCE, with the northeast right-of-way line of Wellborn Road, **N 29° 31' 55" W**, for a distance of **145.08 feet** to the west corner of said remainder of Lot 5 on the southeast right-of-way line of Southland Street (40' wide right-of-way, 134/423 DRBCT), from which a 5/8 inch iron rod with yellow plastic cap stamped 'RPLS 2972' found bears, N 11° 11' 42" W, a distance of 0.18 feet;

THENCE, with the southeast right-of-way line of Southland Street, **N 42° 37' 10" E**, at a distance of 115.75 feet passing a 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found at the north common corner of said remainder of Lot 5 and said Lot 6, at a distance of 165.75 feet passing another 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found at the north common corner of said Lot 6 and said Lot 7 and continuing for a total distance of **215.80 feet** to a point at the north corner of said Lot 7, same being the west corner of Lot 8 of said Block 2, from which the City of College Station monument CS94-220 bears, N 39° 20' 52" E, a distance of 4,022.49 feet;

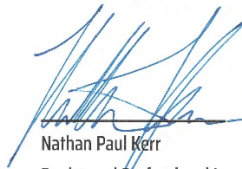
THENCE, with the common line of said Lots 7 and 8, **S 47° 24' 11" E**, at a distance of 0.37 feet passing a 3/4 inch iron pipe found and continuing for a total distance of **137.85 feet** to a 1/2 inch iron rod with blue plastic cap stamped 'KERR SURVEYING' set in the northwest line of said Lot 1R for the south common corner of said Lots 7 and 8;

22-333 (Zoning)

1 | Page

THENCE, with the common line of said Block 2 and said Lot 1R, **S 42° 33' 47" W**, at a distance of 49.98 feet passing a 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found at the south common corner of said Lots 6 and 7, at a distance of 99.98 feet passing another 1/2 inch iron rod with yellow plastic cap stamped 'Kerr 4502' found at the south common corner of said Lot 6 and said remainder of Lot 5, and continuing for a total distance of **260.32 feet** to the **POINT OF BEGINNING** hereof and containing **0.754 acres**, more or less.

Surveyed on the ground November 2021 under my supervision. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are grid distances. To obtain surface distances (not surface areas) multiply by a combined scale factor of 1.00010319041689 (calculated using GEOID12B).



4/19/22

Nathan Paul Kerr

Registered Professional Land Surveyor No. 6834



KERR SURVEYING

Kerr Surveying, LLC | 409 N. Texas Ave. Bryan, TX 77803

Office: (979) 268-3195 | Web: www.kerrlandsurveying.comSurveys@kerrsurveying.net | TBPELS Firm No. 10018500

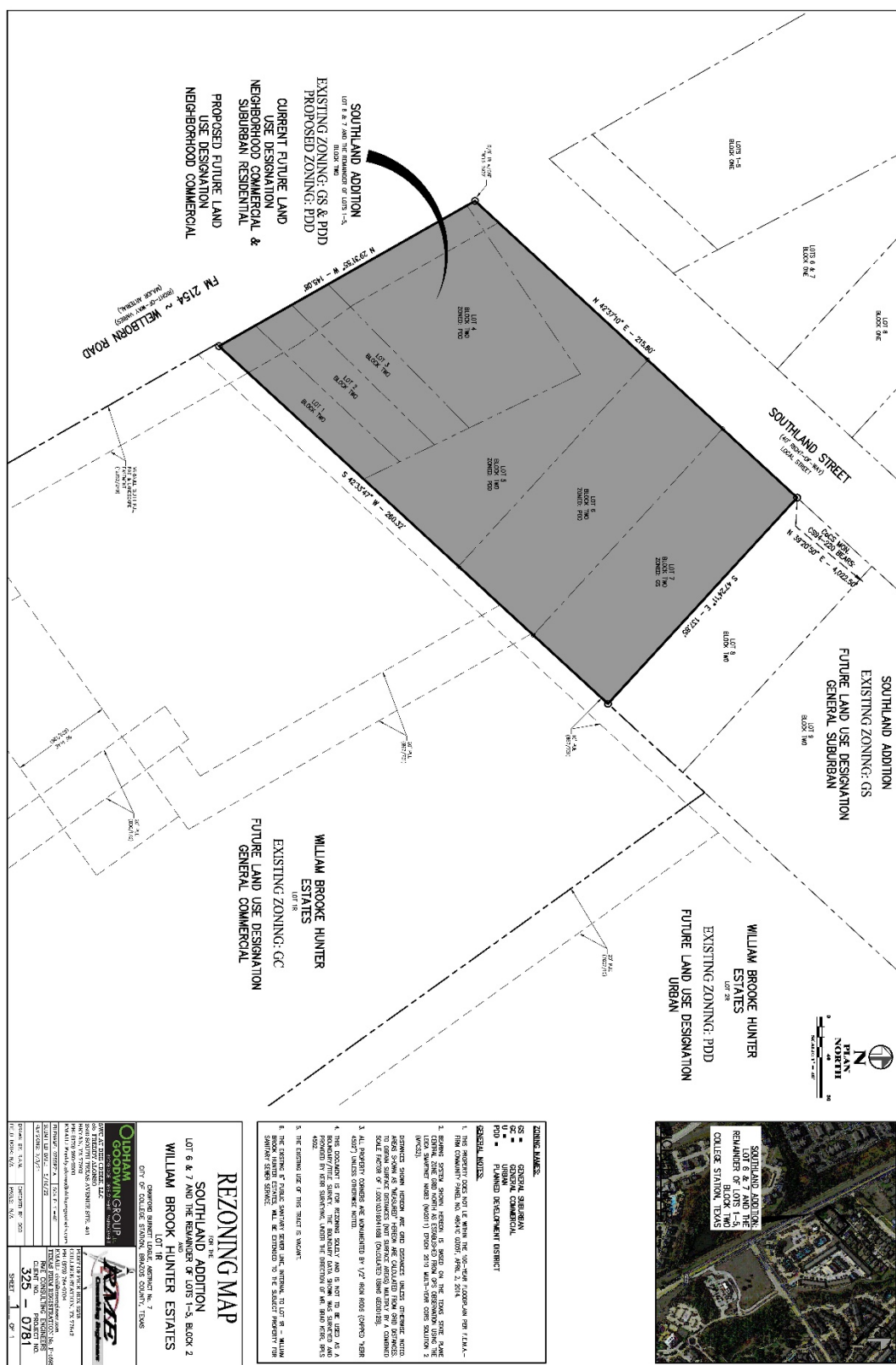


Exhibit B

Purpose, Intent, and Community Benefits - The proposed PDD for this property outlines the purpose, intent, and community benefit of the proposed development, which is to provide an adequate area for redevelopment, ancillary uses, additional visual exposure to the existing retail, and an over-sized buffer area with the adjacent residential area. The applicant has proposed a retail center with a drive-thru component.

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.

Meritorious Modifications: The applicant is requesting modifications to the standards SC Suburban Commercial requirements for restaurants with a drive-thru that include being located a minimum of 150 feet from any single-family use or zoning and the requirement that drive-thru facilities (menu board, speaker box, pick-up window) cannot be located between the building and any single-family use or zoning. The applicant is proposing the following:

1. Distance from pick-up window to the single-family property line: 126 feet to the north and 82 feet to the west
2. Distance from back-of -curb of by-pass lane to single-family property line: 38 feet
3. Distance from menu board to single-family property line: 74 feet

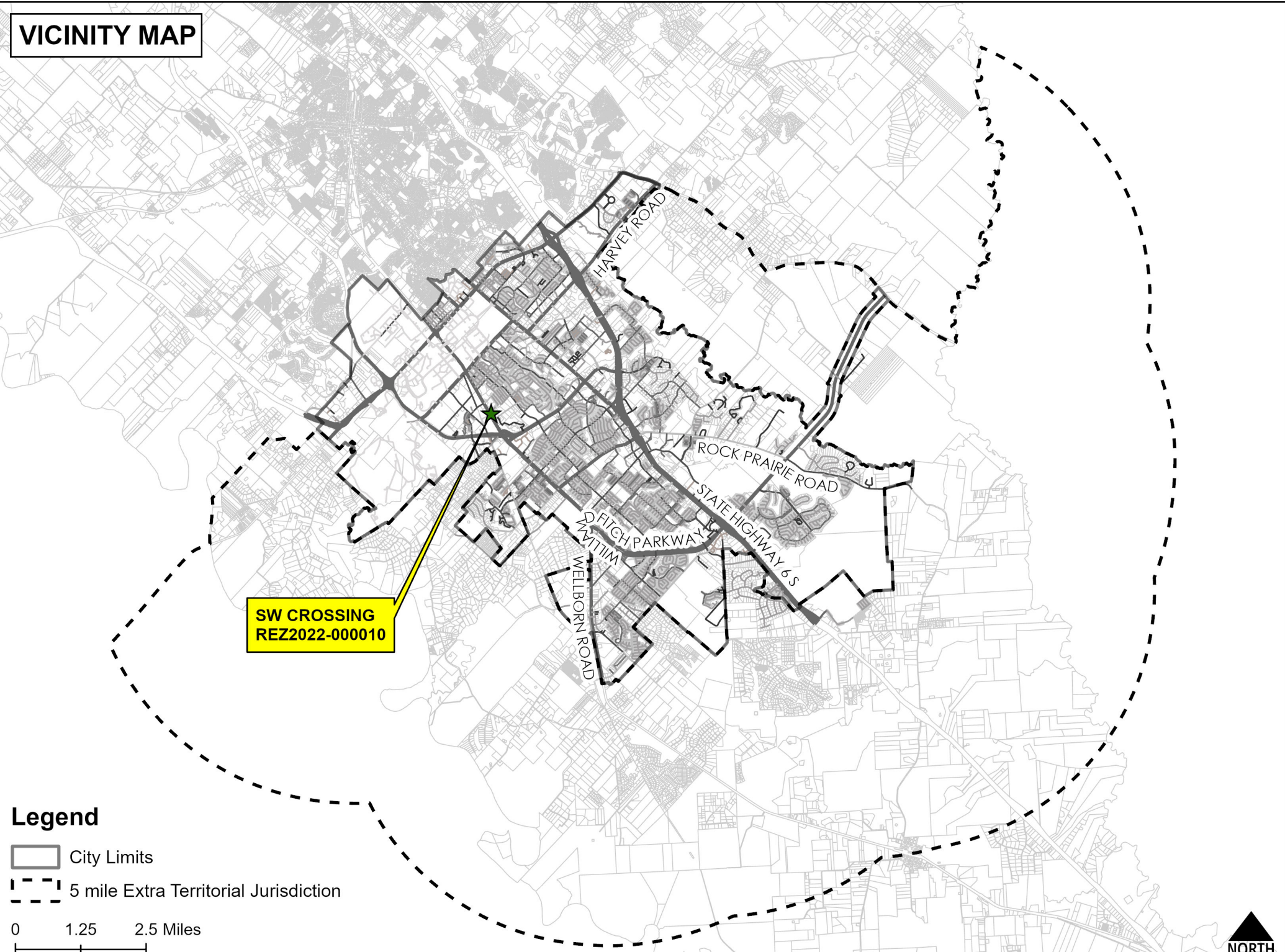
Community Benefits: The applicant offers the following as community benefits:

1. A 30-foot-wide buffer with landscaping and solid screening wall along the common property line of residential uses.
2. A shared parking and private access easement(s) provided with neighboring Southwest Crossing commercial center.
3. Five queuing spaces for the pick-up window, which is an additional space, and five queuing spaces for the order window.
4. Additional buffering along with streetscaping requirements along Southland Street to line up with Block 1 Lots 6-8. The additional buffering will be a minimum of one (1) five-gallon shrub at a minimum of three (3) feet in height per three (3) linear feet of buffer area.
5. Construct a public sidewalk along Southland Street as identified on the Bicycle, Pedestrian, and Greenways Master Plan.

Exhibit C

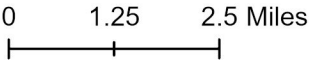


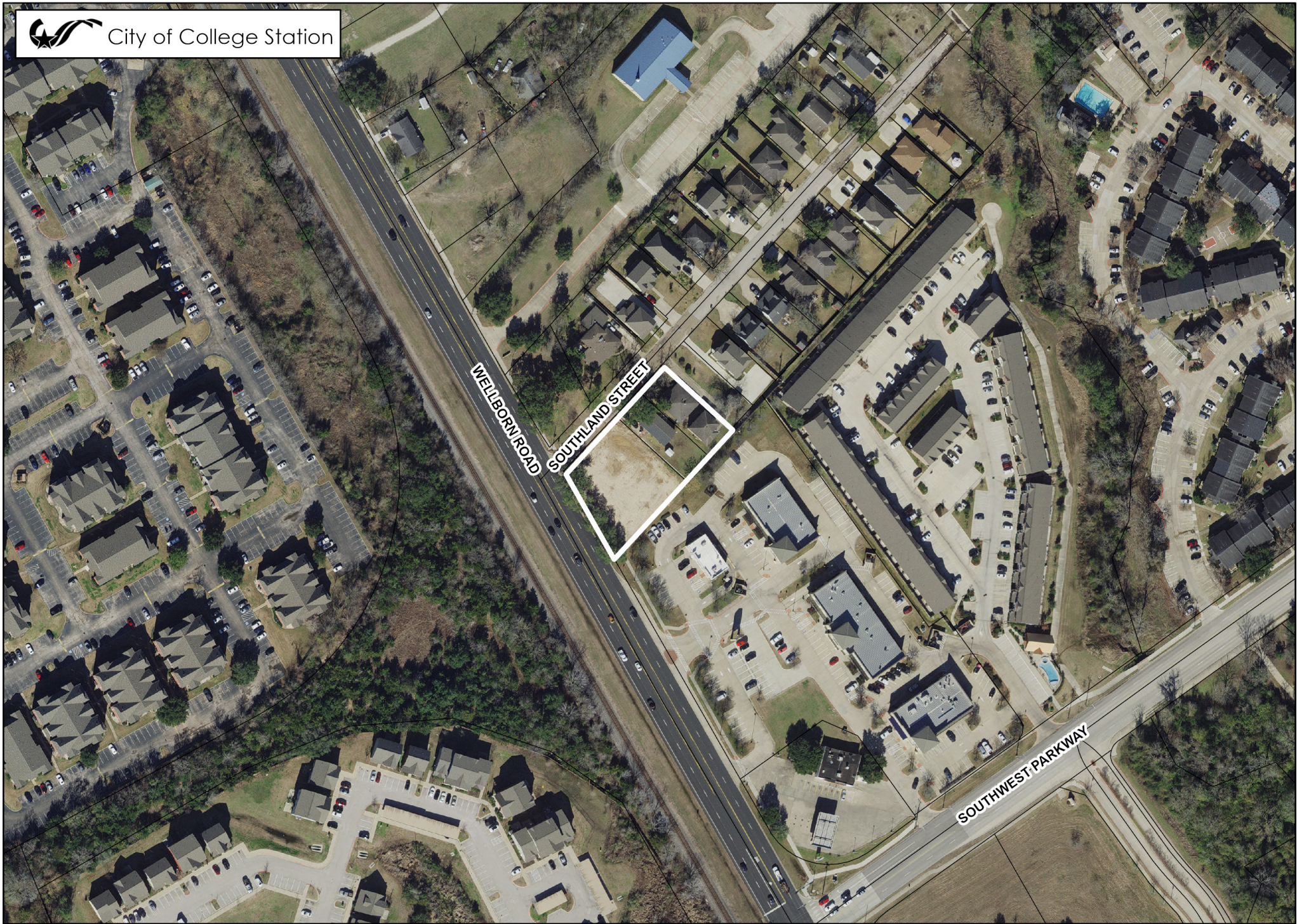
VICINITY MAP



Legend

-  City Limits
-  5 mile Extra Territorial Jurisdiction



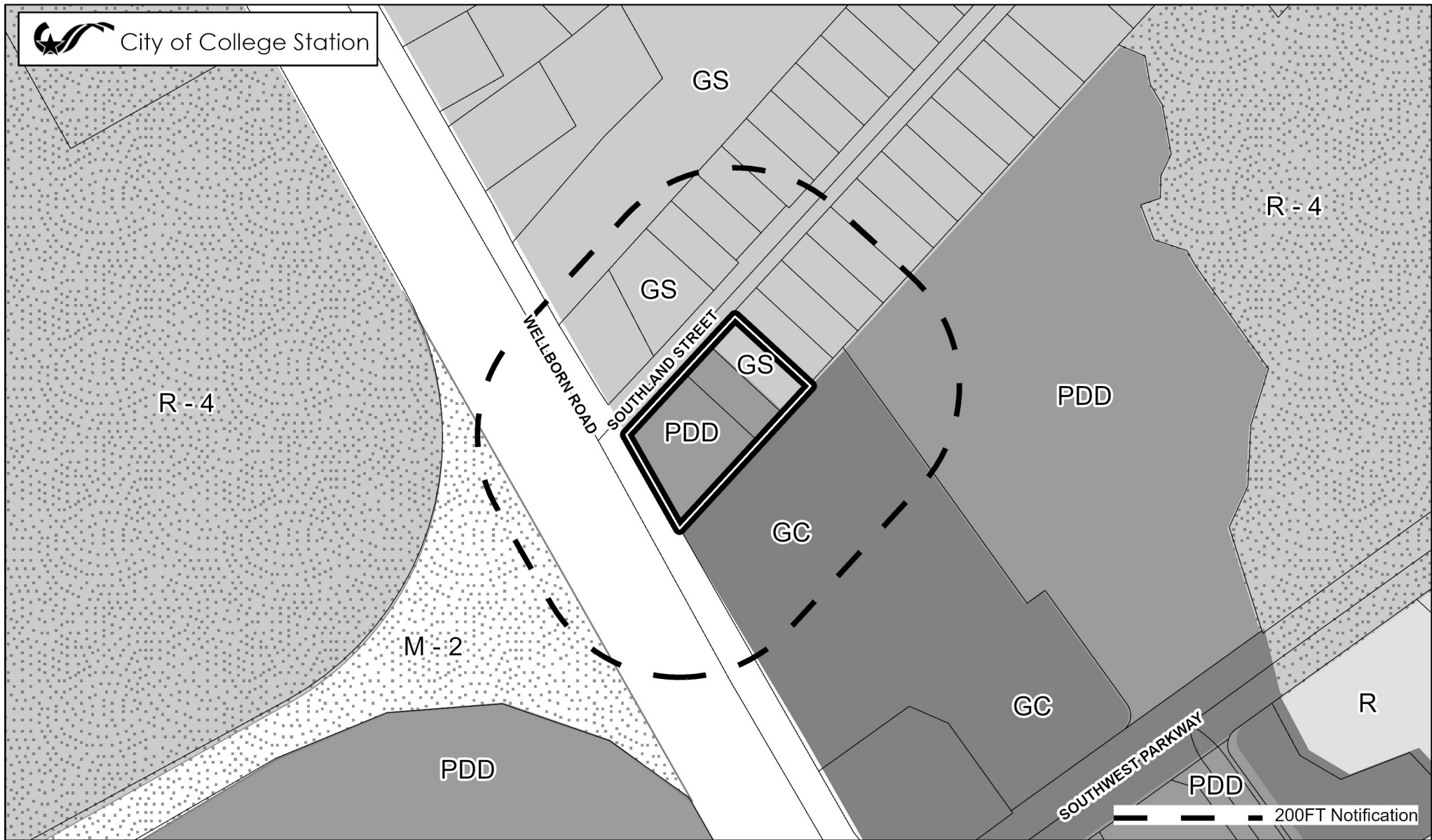


0 180 360 Feet

SW CROSSING

Case:
REZ2022-000010

REZONING



ZONING DISTRICTS (In Grayscale)

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

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

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

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

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

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



0 180 360 Feet

SW CROSSING

Case:
REZ2022-000010

REZONING

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: August 18, 2022
Advertised Council Hearing Date: September 8, 2022

Property owner notices mailed: 16

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

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Suburban Residential	GS General Suburban	Residential
South	General Commercial	GC General Commercial	Commercial
East	Urban Residential	PDD Planned Development District	Commercial
West	Neighborhood Commercial	GS General Suburban	Residential

DEVELOPMENT HISTORY

Incorporated: April 1948
Zoning: C-3 Light Commercial (1975)
R-1 Residential (1976)
PDD Planned Development District (2021)
Final Plat: Southland Addition
Site Development: Undeveloped and Residential



REZONING APPLICATION SUPPORTING INFORMATION

Name of Project: SW CROSSING

Address: 1201 WELLBORN RD

Legal Description: SOUTHLAND, BLOCK 2, LOT 1-5, ACRES .438

Total Acreage: 0.754

Applicant:: RME CONSULTING ENGINEERS

Property Owner: SOUTHLAND WELLBORN LLC

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

The majority of the proposed project area is currently zoned PDD with one additional lot being GS (General Suburban). The project is located at a "hard" corner of the major arterial of Wellborn Road (FM 2154) and Southland Street. Base zoning will be restricted to Neighborhood Commercial (NC) uses and the PDD zoning will be accompanied with a Concept Plan that provides for the relocation/reconstruction of a restaurant with a drive-through component. The building will also have an additional retail component. The zoning change will provide an adequate area for this redevelopment, ancillary uses, additional visual exposure to the existing retail building "C", and over-sized buffer area (with landscaping and solid screening wall) with the adjacent residential uses. The revised PD Concept Plan will also provide greater distances to the drive-through order board and pick-up window as measured from the nearest residential lot line (as compared to the current PD Concept Plan)

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

A Comprehensive Plan Amendment is being requested with this zoning change.

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 comprehensive development is located along the "hard" corners of Wellborn Road (FM 2154) and the intersections of Southwest Parkway (minor arterial). These "light" commercial uses (i.e. Southwest Crossing retail, office & restaurant spaces plus the relocation/replacement of the stand-only restaurant with a new drive-thru restaurant with additional retail space) will provide reasonable transitional uses to the single-family use further east along Southland Street and the multi-family development to the east of the shopping center.

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

The proposed development is a compatible fit and provides for a transitional use between the surrounding existing single-family residential developments.

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

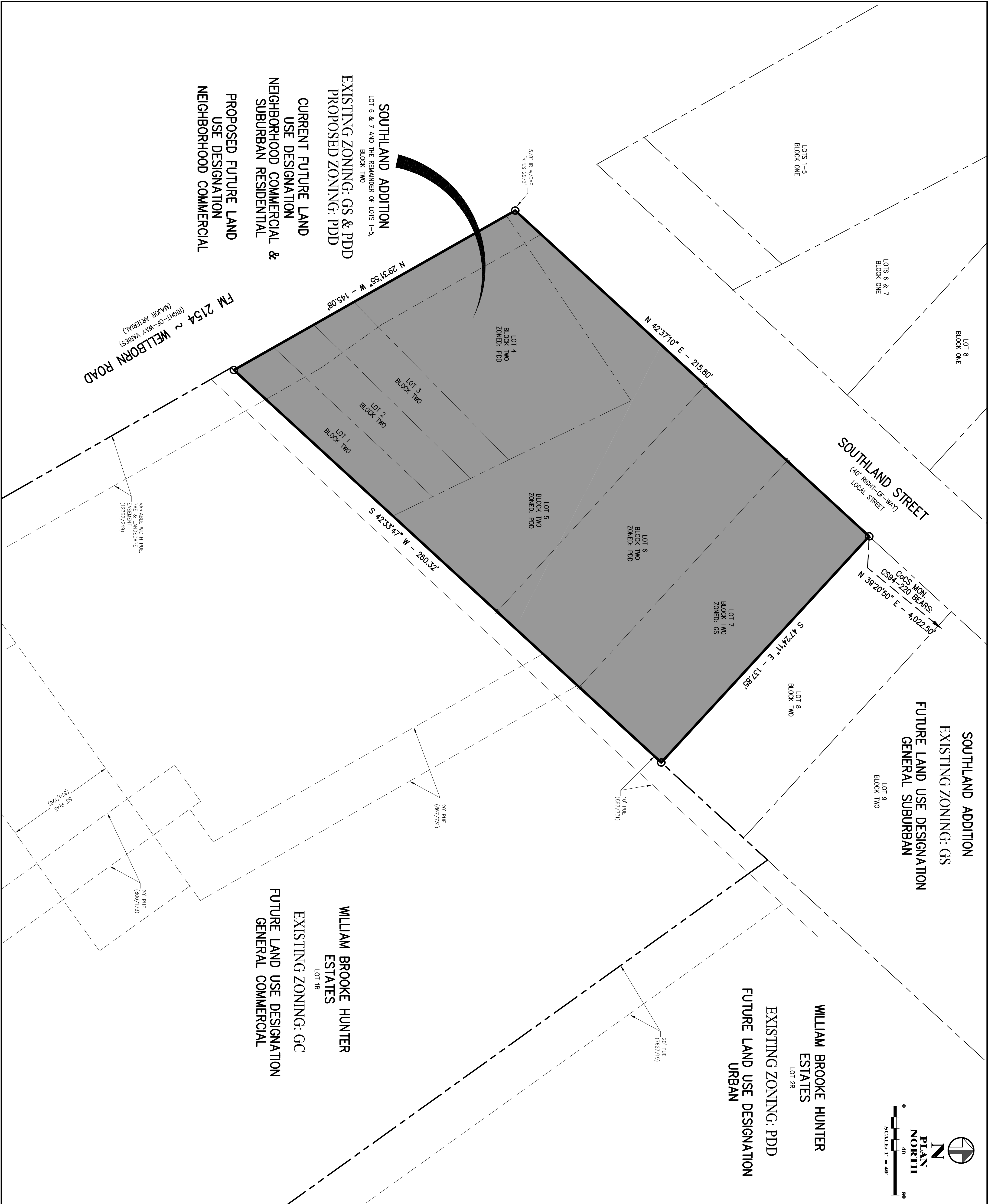
The proposed development is a compatible fit and provides for a transitional use between the surrounding existing single-family residential developments.

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

The zoning change will provide an adequate area for this redevelopment, ancillary uses, and over-sized buffer area (with landscaping and solid screening wall) with the adjacent residential uses. The relocation/replacement of the proposed facility will also provide higher visibility to Building "C" located with the Southwest Crossing commercial center and to a degree "square-off" the commercial used area.

List any other reasons to support this zone change.

N/A



SOUTHLAND ADDITION:
LOT 6 & 7 AND THE
REMAINDER OF LOTS 1-5,
BLOCK TWO
COLLEGE STATION, TEXAS

ZONING NAMES:
GS = GENERAL SUBURBAN
GC = GENERAL COMMERCIAL
U = URBAN
PDD = PLANNED DEVELOPMENT DISTRICT

GENERAL NOTES:

1. THIS PROPERTY DOES NOT LIE WITHIN THE 100-YEAR FLOODPLAIN PER F.E.M.A.-FIRM COMMUNITY PANEL NO. 46041C 0305F, APRIL 21, 2014.
2. BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE CENTRAL ZONE GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET M003 (M42011) EPOCH 2010 MULTI-BEAM CORRS SOLUTION 2 (MCS2).
3. DISTANCES SHOWN HEREON ARE GRID DISTANCES UNLESS OTHERWISE NOTED. AREAS SHOWN AS "MEASURED" HEREON ARE CALCULATED FROM GRID DISTANCES, TO OBTAIN SURFACE DISTANCES (NOT SURFACE AREAS) MULTIPLY BY A COMBINED SCALE FACTOR OF 1.00010319041689 (CALCULATED USING GEOD12B).
4. ALL PROPERTY CORNERS ARE MONUMENTED BY 1/2" IRON RODS (CAPPED "KERR 4502") UNLESS OTHERWISE NOTED.
5. THIS EXISTING USE OF THIS TRACT IS VACANT.
6. THE EXISTING 8" PUBLIC SANITARY SEWER LINE, INTERNAL TO LOT 1R - WILLIAM BROOK HUNTER ESTATES, WILL BE EXTENDED TO THE SUBJECT PROPERTY FOR SANITARY SEWER SERVICE.

REZONING MAP

FOR THE
SOUTHLAND ADDITION
LOT 6 & 7 AND THE REMAINDER OF LOTS 1-5, BLOCK 2
AND
WILLIAM BROOK HUNTER ESTATES
LOT 1R

CRAWFORD BURNETT LEAGUE, ABSTRACT No. 7
CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS

OLDPHAM
GOODWIN GROUP
REGISTERED PROFESSIONAL LAND SURVEYOR

SWC ATTORNEY CREEK, LLC
c/o FREDDY ALONSO
3800 SOUTH TEXAS AVENUE STE. 401
BRYAN, TX 77802

PH: (979) 260-2000
EMAIL: Freddy.alonso@oldphamgoodwin.com

FILENAME: 07556214 SCALE: 1"=40'
SIGNED DATE: 5/16/22

REVISIONS: 9/3/21
DRAWN BY: RAAJ
CHECKED BY: OGG
FIELD BOOK: N/A

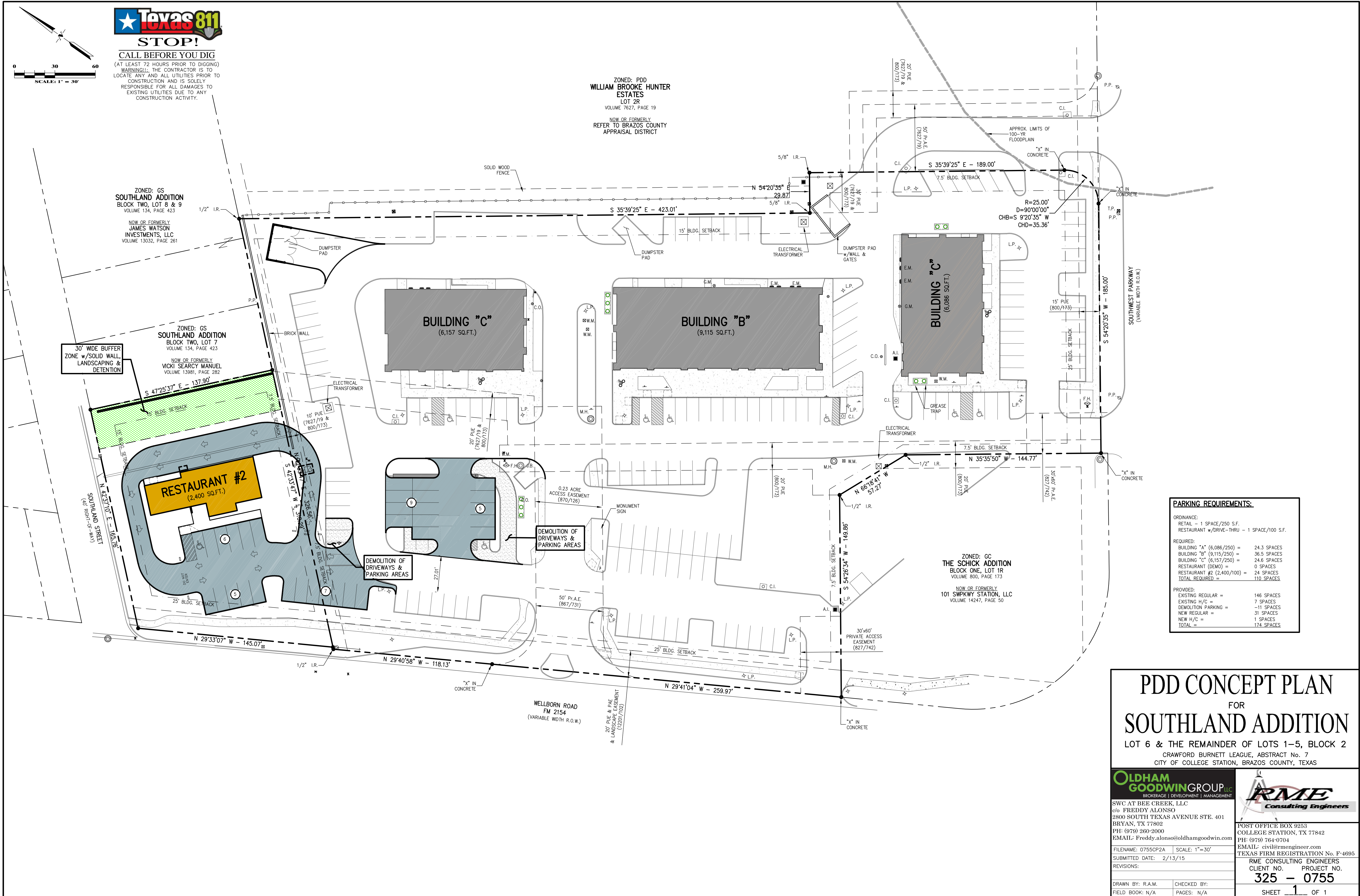
APR 1
2022
REGISTERED PROFESSIONAL LAND SURVEYOR

HOST OFFICE: BOX 9253
COLLEGE STATION, TX 77842

EMAIL: crr@oldphamgoodwin.com
PH: (979) 764-0704

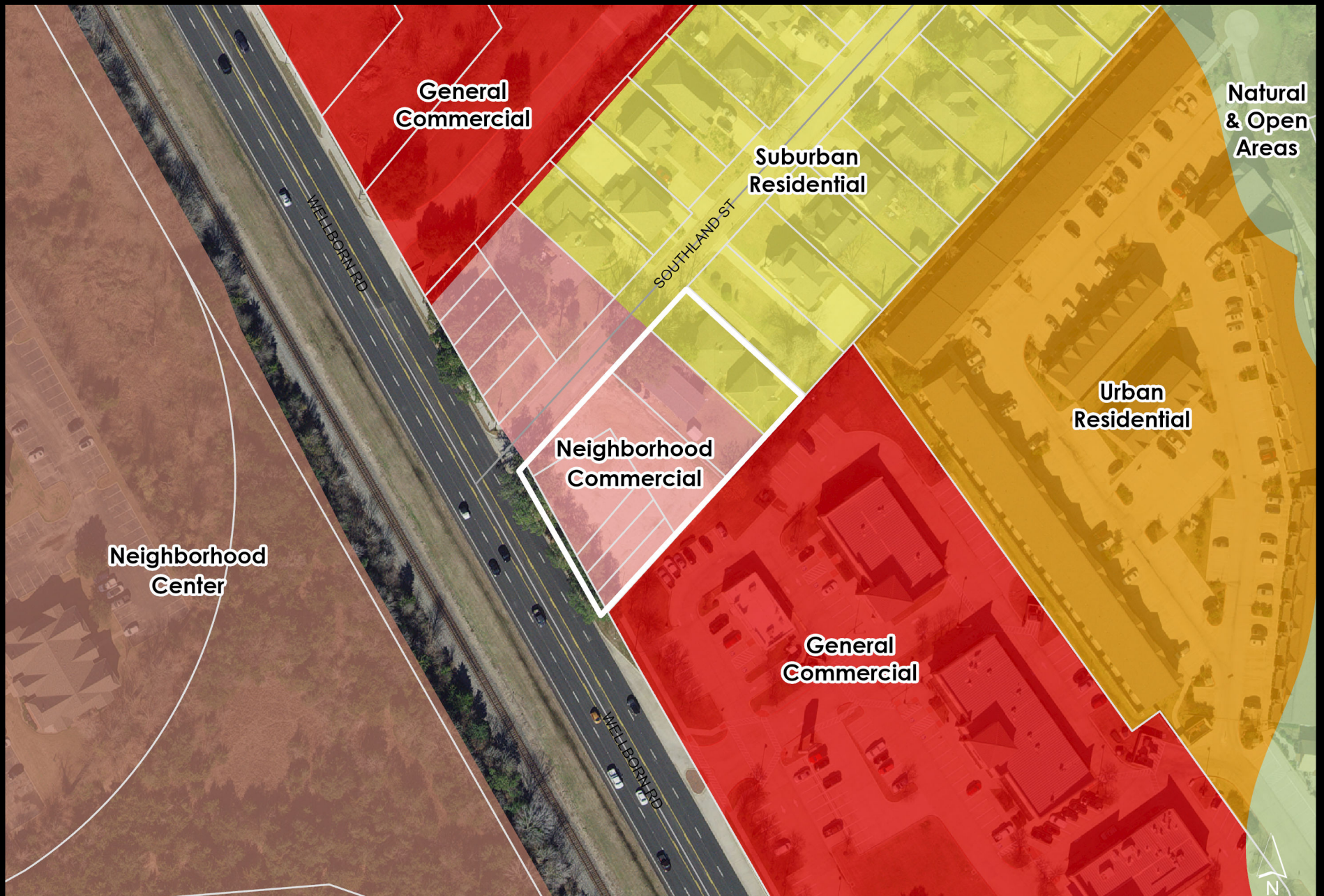
TEXAS FIRM REGISTRATION No. F-4695
RME CONSULTING ENGINEERS
CLIENT NO. PROJECT NO.

325 - 0781
SHEET 1 OF 1



EXISTING

Future Land Use



September 8, 2022
Item No. 9.4.
Greens Prairie Road Interlocal Agreement with Brazos County

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an interlocal agreement with Brazos County for improvements to Greens Prairie Road between Long Creek Lane and Dalton Drive.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the interlocal agreement.

Summary: This interlocal agreement (ILA) addresses the section of the Greens Prairie roadway outside of the City of College Station. The proposed cross section of this roadway has two travel lanes, a continuous two-way left turn lane, and shared use paths. The ILA was approved by the Brazos County Commissioners' Court on August 23, 2022.

Budget & Financial Summary: For the portion of this project shared with Brazos County, the County will participate in the cost of the improvements for a lump sum amount of \$4,200,000. The City will contribute \$400,000. Upon completion, the City of College Station will maintain the improvements in perpetuity.

Attachments:

1. Brazos County and College Station ILA Greens Prairie (County Executed)
2. Greens Prairie Road ILA Exhibit

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION
AND BRAZOS COUNTY**

THIS INTERLOCAL AGREEMENT (“Agreement”) is hereby made and entered into by and between the **CITY OF COLLEGE STATION, TEXAS**, a Texas Home Rule Municipal Corporation (“College Station” or “City”), and **BRAZOS COUNTY, TEXAS** (“Brazos County” or “County”), a political subdivision of the State of Texas, each acting by and through its duly authorized agents (referred to individually as a “Party” and collectively as the “Parties”).

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to 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; and

WHEREAS, College Station and the County both independently operate and maintain roadway segments in Brazos County along Greens Prairie Road generally between Long Creek Lane and Dalton Drive (the “Property”) as shown on **Exhibit A – Property and Project Boundaries**, attached hereto and incorporated herein for all purposes; and

WHEREAS, College Station desires to design and construct roadway, drainage and pedestrian improvements within rights-of-way on the Property as permitted and authorized by the County (“Project”); and

WHEREAS, County desires to provide needed roadway, drainage, and pedestrian improvements within rights-of-way on the Property as a part of College Station’s project, which improvements are identified in the Engineer’s design plan set, attached hereto and incorporated herein for all purposes as **Exhibit B – Roadway Plan and Profile Set**; and

WHEREAS, College Station and the County find that the College Station and the County will both receive benefits as a result of the work and this Project; and

WHEREAS, TEXAS TRANSPORTATION CODE, Section 251.012, requires the consent of the City Council of the City of College Station, Texas, in order for the Brazos County Commissioners Court to expend county funds to pay for a portion of the Project; and

WHEREAS, the Parties desire to cooperate by including the roadway, drainage, and pedestrian improvements within rights-of-way on the Property as a part of College Station’s Project in exchange for the County participating by providing a **\$4,200,000.00** lump sum amount to assist in funding portions of the design and construction costs related to said improvements and the Project.

NOW, THEREFORE IN CONSIDERATION of the recitals and mutual covenants made herein the Parties hereby mutually agree as follows:

**ARTICLE I
CITY AND COUNTY CONSENTS**

- 1.1 College Station.** College Station consents to allow the County to expend county funds to pay for a portion of the Project.
- 1.2 Brazos County.** Brazos County consents to allow College Station to expend city funds to pay for a portion of the Project and Brazos County also consents to College Station exercising its power of eminent domain to condemn and acquire property, easements, and right-of-way for the Project.

**ARTICLE II
ENGINEERING DESIGN SERVICES**

- 2.1 Design Services.** College Station shall be responsible for administering the design contract with their consultant for engineering design services related to the construction of roadway, drainage, and pedestrian improvements on the Property. County will review and approve plans prepared by the City's Design Consultant.

**ARTICLE III
LAND ACQUISITION AND ANNEXATION**

- 3.1 Land Acquisition Responsibilities.** College Station, with the County's express permission and authorization, contained herein, agrees to conduct all land acquisition necessary for the Project, including, but not limited to, acquiring property rights in fee simple absolute, easement, and right-of-way, regardless as to whether the property and property rights are located solely in Brazos County or within the existing corporate city limits of the City of College Station, and regardless of whether the property rights are acquired through negotiation and purchase or condemnation/eminent domain proceedings, or as otherwise authorized by law.
- 3.2 Brazos County Authorization.** The Parties acknowledge and recognize that parts of the Project and parts of the Property to be acquired by the City of College Station are located solely in Brazos County.
- (a) Brazos County expressly authorizes and consents to the City of College Station exercising its power of eminent domain to condemn and acquire property for this Project; and
- (b) Brazos County and the City of College Station jointly acknowledge the public purpose served by the land acquisitions described herein and in the Project documents and plans; and

- (c) Brazos County expressly acknowledges that the City of College Station may, at the City of College Station's sole discretion, acquire the necessary property rights for this Project through negotiation and purchase, or the City of College Station may exercise its power of eminent domain to conduct condemnation activities in Brazos County, as necessary for this Project; and
- (d) Brazos County expressly authorizes and consents to the City of College Station exercising its power to annex, and College Station's annexing of all rights-of-way contained within this Project so that the City of College Station can provide and satisfy its future maintenance obligations for the roadway and rights-of-way portions contained within the Project boundaries; and

3.3 Brazos County Annexation Request. Pursuant to Texas Local Government Code Sections 43.1055 *[ANNEXATION OF ROAD RIGHTS-OF-WAY ON REQUEST OF OWNER OR MAINTAINING POLITICAL SUBDIVISION]* and 43.106 *[ANNEXATION OF COUNTY ROADS REQUIRED IN CERTAIN CIRCUMSTANCES]* Brazos County hereby requests that the City of College Station annex the entire width of, and all portions of, the roadway and rights-of-way contained within the final boundaries of this Project.

- (a) Brazos County expressly acknowledges that this Agreement provides all necessary approvals and authorizations for the City of College Station to conduct the necessary land acquisitions, exercise its power of eminent domain, and conduct annexation activities for this Project, as described herein and in the Project documents and plans.
- (b) Brazos County agrees to take any other actions deemed necessary to carry out the purpose and intent of this Agreement.

ARTICLE IV CONSTRUCTION PROJECT

- 4.1 Bidding.** College Station agrees to put out a request for bids, or other process allowed by state law, for construction services from a qualified contractor to provide for the construction of both the College Station and County portions of the Project. College Station agrees to base its contract on designs provided by the design consultant and approved by the County, as applicable.
- 4.2 Project Management and Plans.** College Station agrees to provide project management, inspection, and accounting services for the Project, and that the construction of the Project shall be governed by the plans and specifications prepared by the City of College Station.
- 4.3 Brazos County Payment.** Within thirty (30) days of the effective date of this Agreement, the County will pay to College Station a lump sum amount of **FOUR MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,200,000.00)** for the City to design, conduct land acquisition, and construct the County's portion of the Project.
- 4.4 Future Maintenance.** Following the County's full payment of the County's portion of the

Project, College Station shall maintain the roadway, drainage, and pedestrian improvements in perpetuity at no additional cost to Brazos County.

ARTICLE V MISCELLANEOUS TERMS

- 5.1 Interlocal Cooperation Act.** The Parties expressly acknowledge that each Party to this Agreement is a local government as that term is defined in the Texas Interlocal Cooperation Act. Nothing in this Agreement will be construed as a waiver or relinquishment by either Party of its right to claim such exemptions, privileges, and immunities as may be provided by the Constitution and the Laws of the State of Texas.
- 5.2 Incorporation of Recitals.** The determinations recited and declared in the preambles to this Agreement are true and correct and are hereby incorporated herein as part of this Agreement.
- 5.3 Amendment.** The terms and conditions of this Agreement may be amended upon mutual consent of all Parties. Mutual consent will be demonstrated by approval of each governing body of each Party hereto. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing, duly approved and signed by the authorized representatives of both Parties.
- 5.4 Termination.** This Agreement may be terminated for cause upon sixty (60) days advance written notice by either Party after providing written notice and giving the other Party an opportunity to cure any alleged breach. If terminated, College Station shall be compensated for the work or services performed and expenses incurred immediately before the date of termination.
- 5.5 Public Information Coordination.** Public disclosure of information and related activities conducted under this Agreement may be required pursuant to the Freedom of Information Act and the Texas Public Information Act.
- 5.6 Hold Harmless.** TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS AND SUBJECT TO THE LIMITATIONS AS TO LIABILITY AND DAMAGES IN THE TEXAS TORT CLAIMS ACT AND WITHOUT WAIVING ITS GOVERNMENTAL IMMUNITY, EACH PARTY AGREES TO HOLD HARMLESS EACH OTHER, ITS GOVERNING BOARD, OFFICERS, AGENTS AND EMPLOYEES FOR ANY LIABILITY, LOSS, DAMAGES, CLAIMS OR CAUSES OF ACTION CAUSED OR ASSERTED TO HAVE BEEN CAUSED DIRECTLY OR INDIRECTLY BY ANY OTHER PARTY TO THIS AGREEMENT OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, OR AS THE RESULT OF ITS PERFORMANCE UNDER THIS AGREEMENT.
- 5.7 Third Parties.** College Station and Brazos County intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than College Station and Brazos County, or permitted assignees of College Station and Brazos County, except that the hold harmless obligations

by the Parties provided for in this Agreement shall inure to the benefit of College Station and Brazos County.

- 5.8 Invalidity.** If any provision of this Agreement shall be held 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 the Agreement with legal terms and conditions approximating the original intent of the Parties.
- 5.9 No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.
- 5.10 Notice.** Any official notices by one Party to another must be in writing and be personally delivered or sent by registered or certified United States Mail, properly addressed to the respective Parties as stated below. Any other day to day communication by the Parties' staff may be by any other means of sufficient communication.

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

Brazos County
200 S. Texas Ave. Suite 332
Bryan, Texas 77803
Attn: County Judge

- 5.11 Entire Agreement.** 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 of this Agreement. 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 any Party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder. Any items not covered in this Agreement are subject to the conditions and standards of the approved permit.
- 5.12 Venue and Choice of Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America and venue shall be in any court having jurisdiction in said county.
- 5.13 No Waiver.** Failure of any Party, at any time, to enforce a provision(s) of this Agreement, shall in no way constitute a waiver of that provision(s), nor in any way affect the validity of this Agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach

excused unless, the waiver shall be in writing and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

5.14 Authority to Contract. Each Party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this agreement hereby represent that they have authorization to sign on behalf of their respective governmental bodies.

5.15 Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, including electronic signatures, each of which shall be deemed an original for all purposes.

NOW THEREFORE, this Agreement is made and entered into by and between the City of College Station and Brazos County. This Agreement shall be effective when signed by the last party signing which makes the Agreement fully executed.

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

City Secretary

APPROVED AS TO FORM

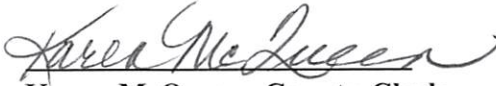
City Attorney

BRAZOS COUNTY

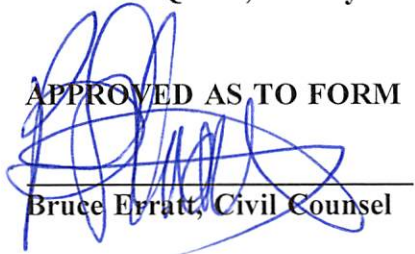
By: 
Duane Peters, County Judge

Date: 8/23/22

ATTEST:


Karen McQueen, County Clerk

APPROVED AS TO FORM


Bruce Erratt, Civil Counsel

List of Exhibits:

- Exhibit A – Property and Project Boundaries
- Exhibit B – Roadway Plan and Profile Set

EXHIBIT A
PROPERTY AND PROJECT BOUNDARIES



Exhibit A

Notice: The accuracy of this data is limited to the validity and accuracy of available data, and therefore the City makes no representation or warranties as to the accuracy of the data. Any party using the data does so at their own risk. This data is produced pursuant to the Texas Public Information Act. Map created by Ashley Dorsett on 08/04/2022.

Project and Property Boundaries

Legend
City Limit

Exhibit A

Greens Prairie Road
Widening Project
Phase 2

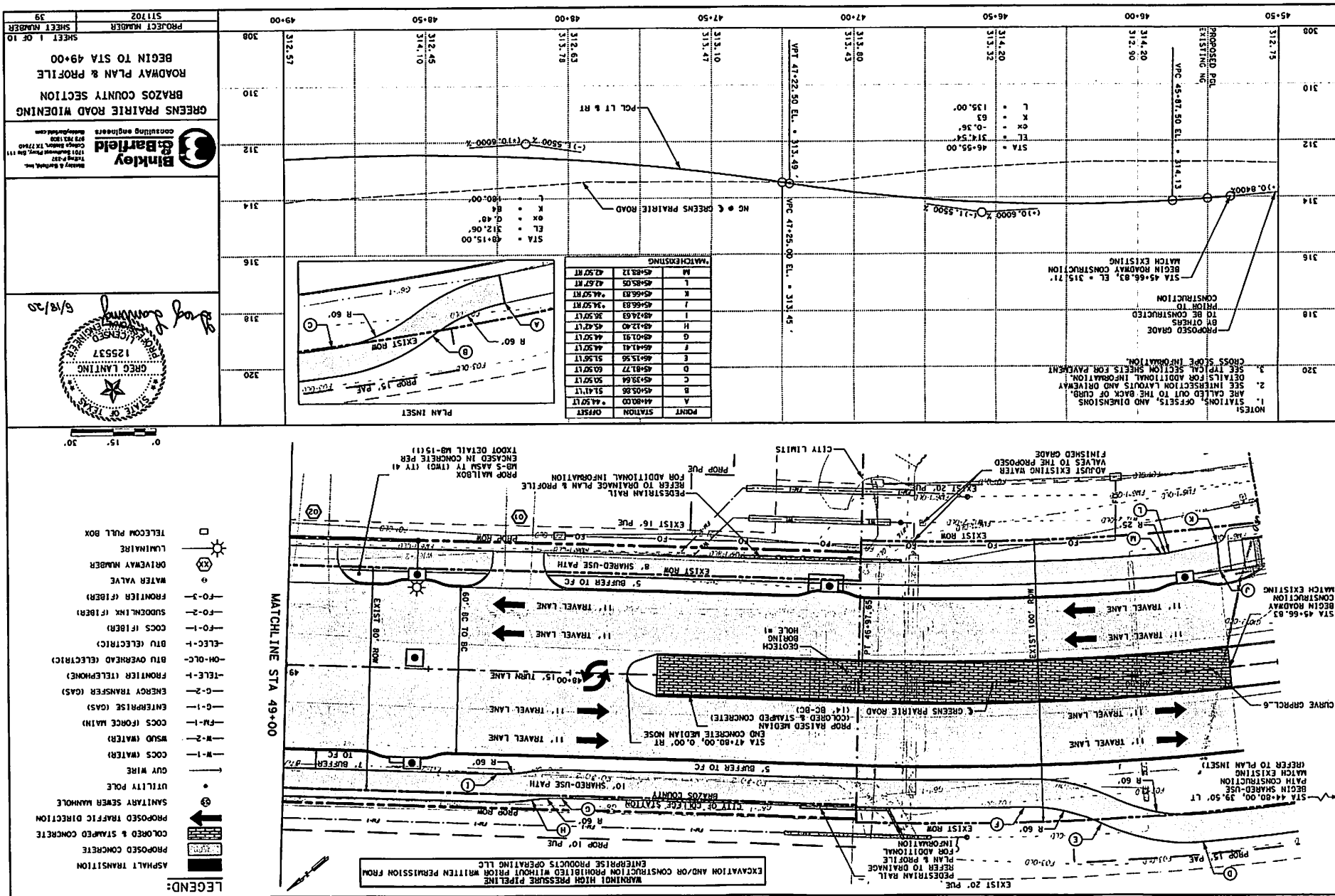
City section

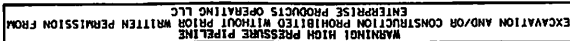
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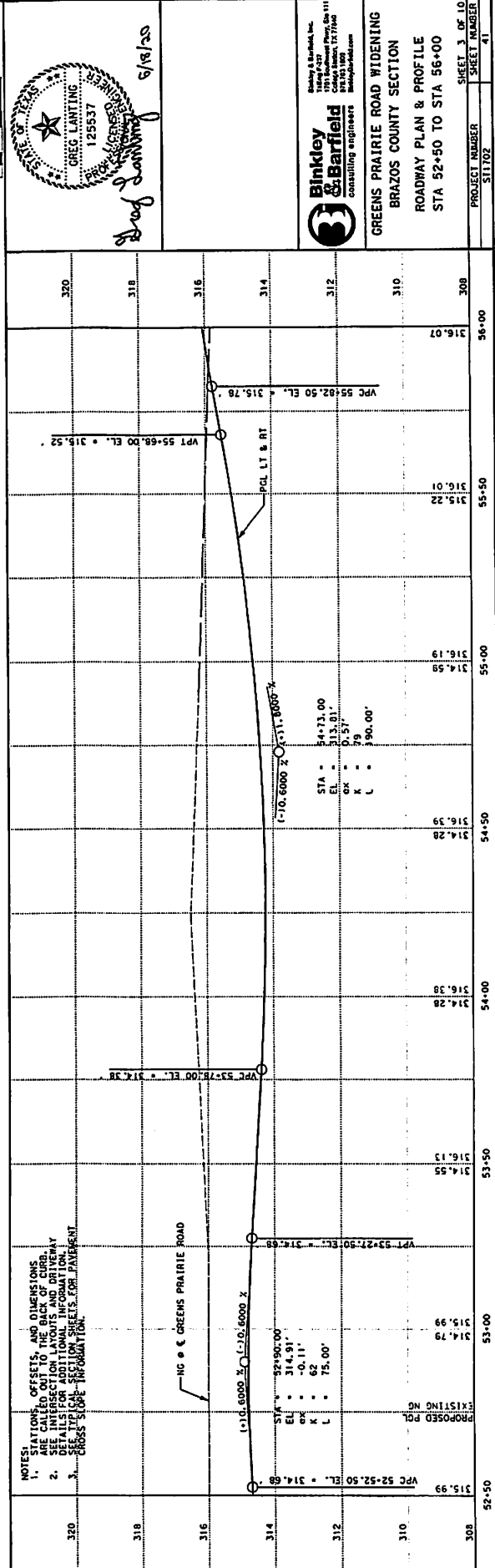
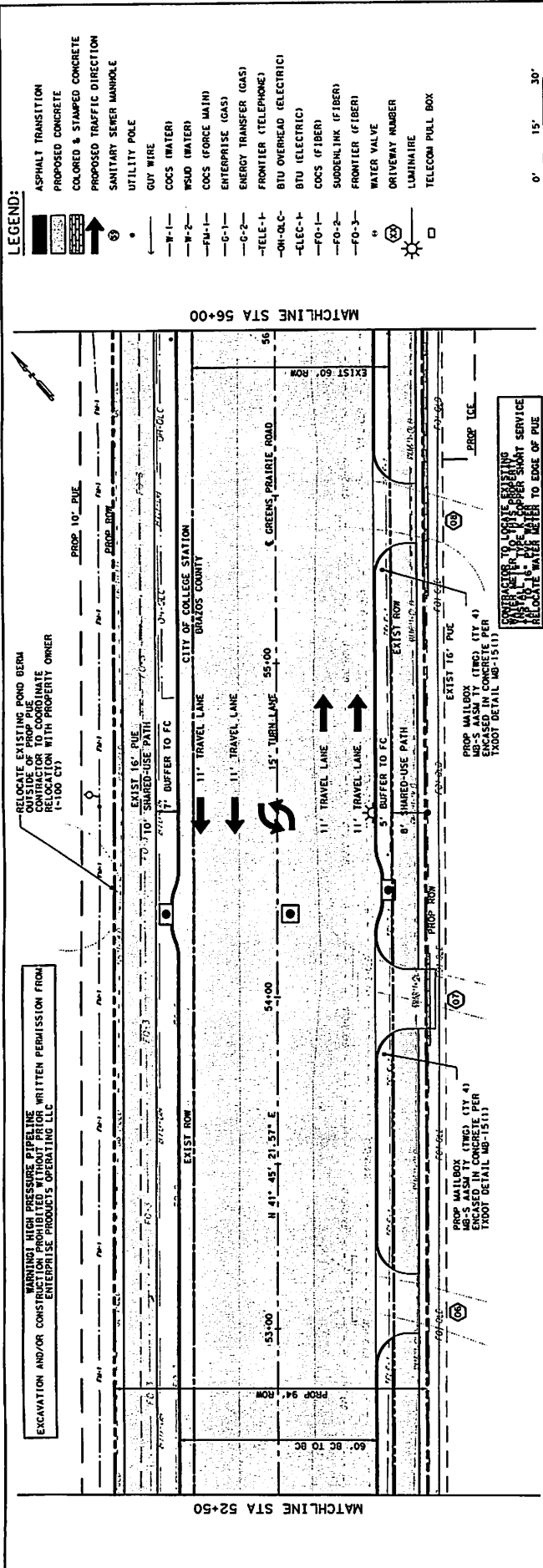
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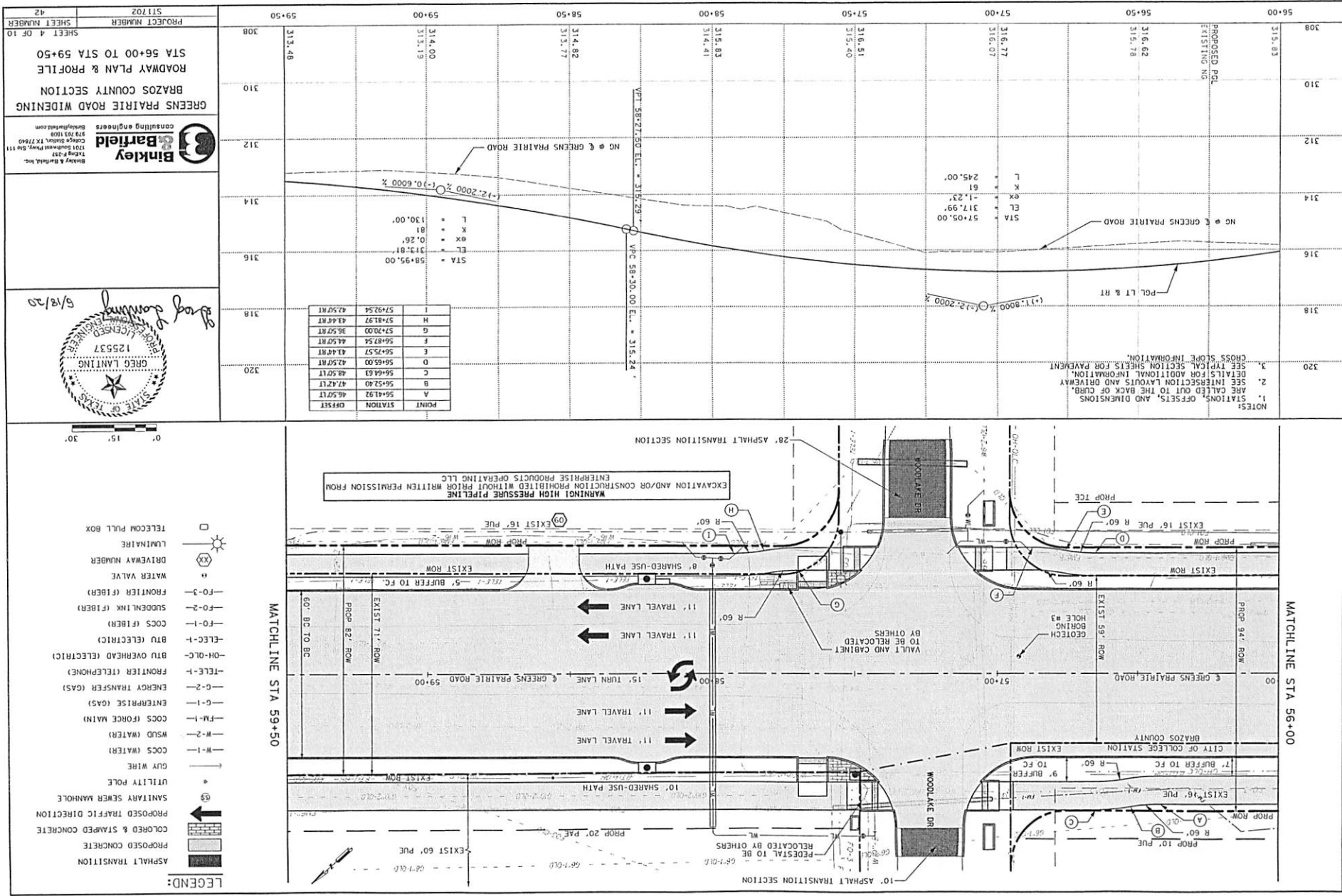
Legend
City Limit

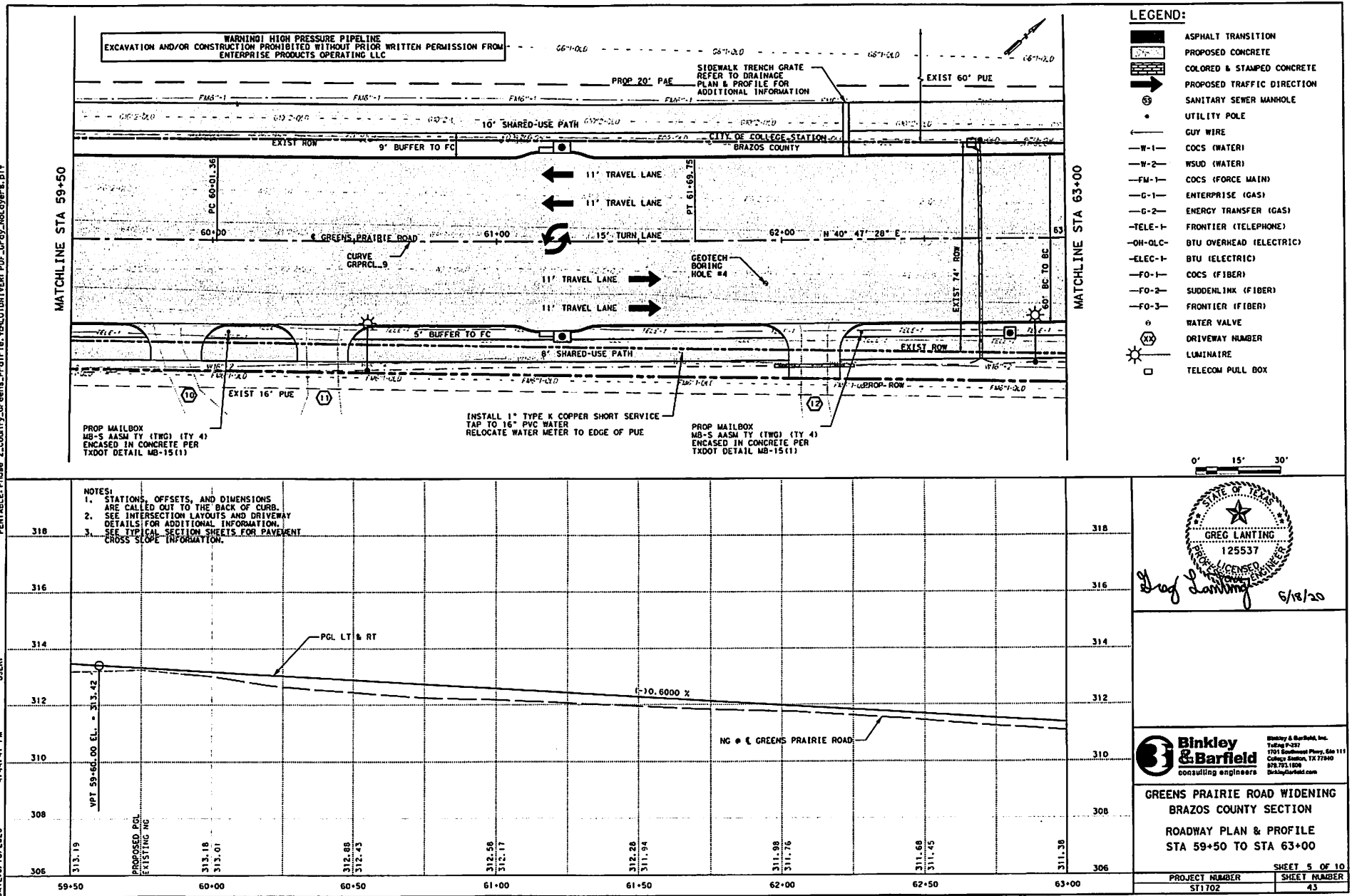
EXHIBIT B
ROADWAY PLAN AND PROFILE SET





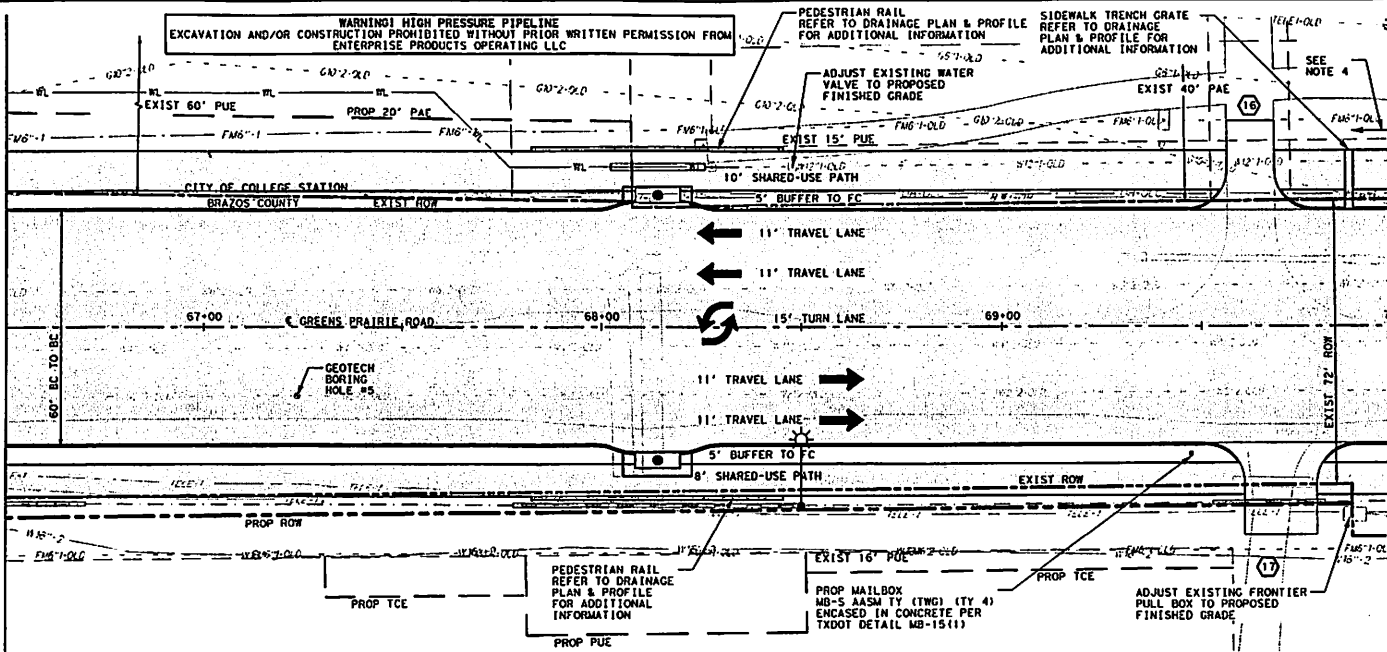






MATCHLINE STA 66+50

MATCHLINE STA 70+00



- LEGEND:**
- ASPHALT TRANSITION
 - PROPOSED CONCRETE
 - COLORED & STAMPED CONCRETE
 - PROPOSED TRAFFIC DIRECTION
 - SANITARY SEWER MANHOLE
 - UTILITY POLE
 - GUY WIRE
 - COCS (WATER)
 - WSUD (WATER)
 - COCS (FORCE MAIN)
 - ENTERPRISE (GAS)
 - ENERGY TRANSFER (GAS)
 - FRONTIER (TELEPHONE)
 - BTU OVERHEAD (ELECTRIC)
 - BTU (ELECTRIC)
 - COCS (FIBER)
 - SUDDENLINK (FIBER)
 - FRONTIER (FIBER)
 - WATER VALVE
 - DRIVEWAY NUMBER
 - LUMINAIRE
 - TELECOM PULL BOX

- NOTES:**
1. STATIONS, OFFSETS, AND DIMENSIONS ARE CALLED OUT TO THE BACK OF CURB.
 2. SEE INTERSECTION LAYOUTS AND DRIVEWAY DETAILS FOR ADDITIONAL INFORMATION.
 3. SEE TYPICAL SECTION SHEETS FOR PAYMENT CROSS SLOPE INFORMATION.
 4. CONTRACTOR SHALL GRADE FROM PROPOSED SIDEWALK AND CURB LINE DOWN TO THE PROPOSED DITCH GRADE IN ORDER TO ESTABLISH POSITIVE DRAINAGE. GRADE TIES FROM THE DITCH FLOW LINE SHALL NOT EXCEED A 4:1 SLOPE. REFER TO DESIGN CONTOUR LAYOUTS FOR ADDITIONAL INFORMATION.

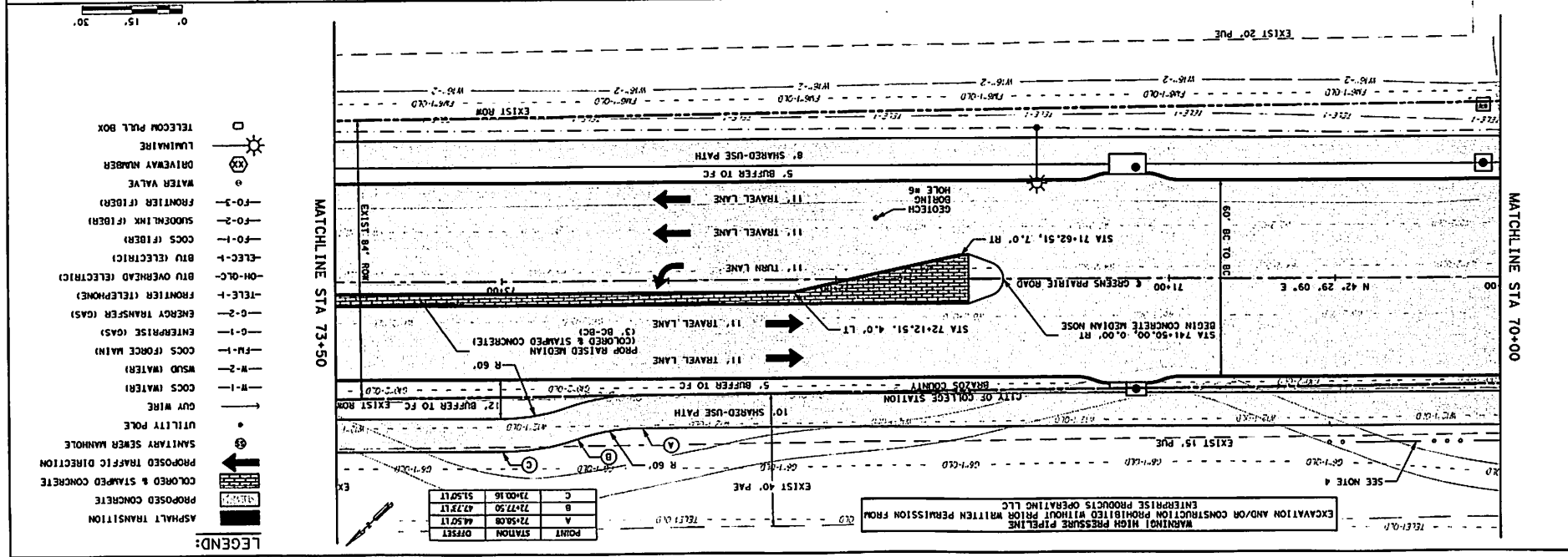
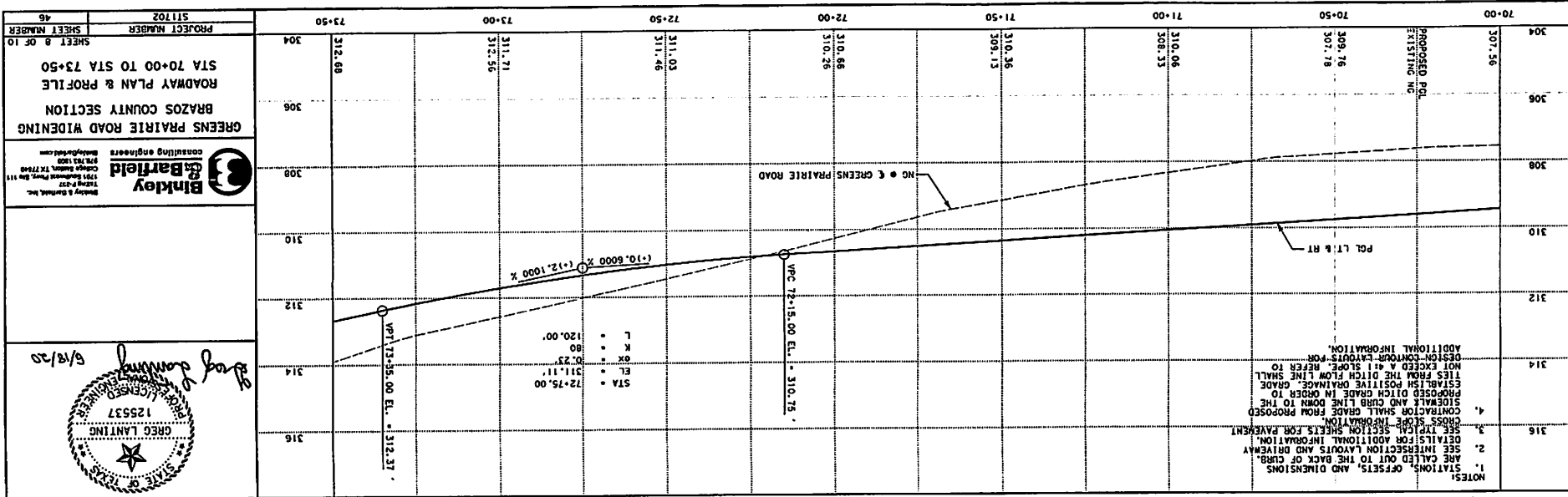
STA = 68+10.00
EL = 308.32
Gx = 0.45'
K = 250
L = 300.00'



Binkley & Barfield, Inc.
Tulsa, OK 74103
1701 Southwest Pkwy, Ste 111
College Station, TX 77840
979.793.1200
BinkleyBarfield.com

**GREENS PRAIRIE ROAD WIDENING
BRAZOS COUNTY SECTION
ROADWAY PLAN & PROFILE
STA 66+50 TO STA 70+00**

SHEET 7 OF 10
PROJECT NUMBER: ST1702
SHEET NUMBER: 45



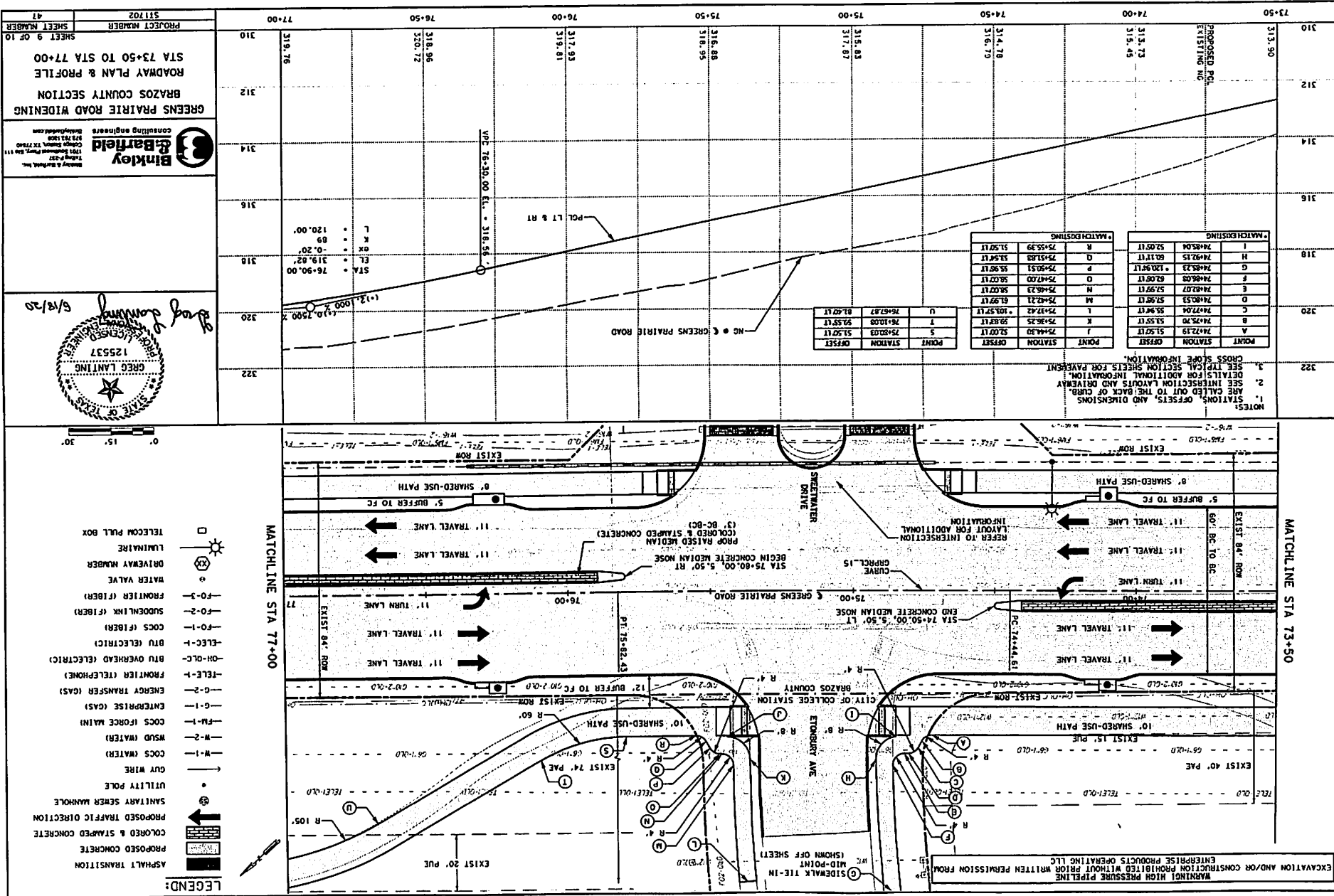




Exhibit A

Greens Prairie Road Widening Project Phase 2

VICTORIA AVE

WD FITCH PKWY (SH 40)

CASTLEGATE DR

WS PHILLIPS PKWY

ETONBURY AVE

REGAL OAKS DR

City section

County section

GREENS PRAIRIE RD

LONG CREEK LN

SWEETWATER DR

ARRINGTON RD

Legend

 City Limit

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September 8, 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: Aggieland Humane Society, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bond Citizens Advisory Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board, Brazos County Health Dept., Brazos Appraisal District, Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, College Station History Sub-Committee, Compensation and Benefits Committee, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Intergovernmental Committee, Joint Relief Funding Review Committee, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Regional Mobility Authority Board, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, 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