



## College Station, TX

### Meeting Agenda City Council

1101 Texas Ave, College Station, TX 77840

Internet: [www.microsoft.com/microsoft-teams/join-a-meeting](https://www.microsoft.com/microsoft-teams/join-a-meeting)

Meeting ID: 223 427 023 174 | Passcode: MvPmTr

\*Phone: 833-240-7855 | Phone Conference: 952 310 468#

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April 13, 2023

4:00 PM

City Hall Council Chambers

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**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 Agenda.

Executive Session is closed to the public and will be held in the 1938 Executive Conference Room. The City Council may according to the Texas Open Meetings Act adjourn the Open Meeting during the Consent, Workshop or Regular Agendas and return into Executive Session to seek legal advice from the City Attorney regarding any item on the Workshop, Consent or Regular Agendas under Chapter 551, Texas Government Code.

##### 2.1. 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:

- 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. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas.
- d. Kristin Marriott v. City of College Station, Cause No. 22-002259-CV-272, in the 272nd District Court, Brazos County, Texas.
- e. SOAH Docket No. 473-22-2464 and PUC Docket No. 52728 – Application of the City of College Station to Change Rates for Wholesale Transmission Services.
- f. LaLa Vida, LLC v. City of College Station, Cause No. 23-000374-CV-272, in the 272nd District Court, Brazos County, Texas.
- g. Legal advice regarding violations of zoning ordinances by allowing more than four unrelated individuals to reside in a single-family dwelling unit.

h. Legal advice regarding the process to acquire property needed for the west side Highway 47 electric substation.

**2.2. 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. Approximately 12 acres of land generally located southeast of the intersection of Gateway Boulevard and the State Highway 6 Frontage Road in the Business Center at College Station.

**2.3. 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 Attorney
- b. City Manager
- c. Municipal Court Judge
- d. Council Self-Evaluation

**2.4. Deliberation Regarding Security Devices or Security Audits {Section 551.089};**

The City Council may deliberate on security assessments or deployments relating to information resources technology, network security information as described by Section 2059.055(b), or the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices. The following is a general representation of the subject matter to be considered:

a. Computer network vulnerability and security assessment.

**3. The Open Meeting will Reconvene No Earlier than 6:00 PM from Executive Session and City Council will take action, if any.**

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

Speaker Protocol

An individual who desires to address the City Council regarding any agenda item other than those items posted for Executive Session must register with the City Secretary two (2) hours before 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 using a translator may speak for six (6) minutes. The speaker's microphone will mute when the allotted time expires and the speaker must leave the podium.

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

5.1. Presentation and recognition of the 100th Anniversary of the First Baptist Church of College Station.



Sponsors: Tanya Smith  
Attachments: 1. 100th Anniversary of First Baptist Church of College Station.

## 6. Hear Visitors.

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

## 7. Consent 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.

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

- March 23, 2023 Council Meeting

Sponsors: Tanya Smith  
Attachments: 1. CCM032323 DRAFT Minutes

### 7.2. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, no parking here to corner and no parking any time" removing parking on the west side of Wakewell Court.

Sponsors: Emily Fisher  
Attachments: 1. Wakewell\_No Parking\_Map  
 2. Wakewell Ct Ordinance Form

### 7.3. Presentation, discussion, and possible action regarding an annual price agreement with KBS Electrical Distributors not to exceed \$360,950 and Techline, Inc. not to exceed \$2,013,350 for a total not to exceed amount of \$2,374,300 for distribution conductors.

Sponsors: Mary Ellen Leonard  
Attachments: 1. 23-046 TABULATION Award 31423

### 7.4. Presentation, discussion, and possible action on Change Order 6 with Freese and Nichols, Inc., in the amount of \$249,123 for additional construction inspection and engineering services associated with the Lick Creek Wastewater Treatment Plant Capacity Expansion Project.

Sponsors: Jennifer Cain  
Attachments: 1. Change Order #6\_Contract 17300251

### 7.5. Presentation, discussion, and possible action regarding the first reading of a franchise agreement ordinance with Frontier Texas Ventures I, LLC DBA Frontier Waste Solutions for the collection of recyclables from commercial businesses and multi-family locations.

Sponsors: Emily Fisher  
Attachments: 1. Frontier Waste Solutions Franchise Agreement

### 7.6. Presentation, discussion, and possible action regarding the first reading of a franchise agreement ordinance with Pronto Services LLC for the collection of recyclables from commercial businesses and multi-family locations.

Sponsors: Emily Fisher  
Attachments: 1. Pronto Services LLC Franchise Agreement

- 7.7. Presentation, discussion, and possible action regarding an annual price agreement with D.I.J. Construction, Inc. in the amount of \$350,000 for Traffic Pavement Striping and Marking Services.  
Sponsors: Emily Fisher  
Attachments: 1. Bid Tab Pavement Striping & Markings
- 7.8. Presentation, discussion, and possible action on change order 6 to a construction contract with Elliott Construction, LLC. in the amount of \$85,181 for construction services related to the Woodson Village Utility Rehabilitation Project.  
Sponsors: Jennifer Cain  
Attachments: 1. Woodson Village Rehab Project Map  
 2. Woodson Village Closeout Change Order
- 7.9. Presentation, discussion, and possible action regarding the rejection of the sole bid received in RFP 23-043, and awarding an annual service agreement for utility locating services to USIC Locating Services, LLC for a not to exceed amount of \$300,000 from RFP 23-045.  
Sponsors: Timothy Crabb  
Attachments: 1. 23-045 Locate Services Award Bid Tab
- 7.10. Presentation, discussion, and possible action on an annual water meter purchase from Aqua Metric Sales Company through a Houston-Galveston Area Council (HGAC) contract for a not to exceed amount of \$193,915.68.  
Sponsors: Mary Ellen Leonard  
Attachments: 1. Aqua Metric - Water Meters

## 8. Workshop Agenda.

- 8.1. Presentation by David White regarding College Station Parks Foundation.  
Sponsors: Steve Wright  
Attachments: None
- 8.2. Presentation, discussion, and possible action on an update on the City's residential occupancy ordinance compliance.  
Sponsors: Bryan Woods  
Attachments: None
- 8.3. Presentation, discussion, and possible action regarding a process for reporting rental property maintenance violations and a draft Voluntary Proactive Rental Inspection program.  
Sponsors: Debbie Eller  
Attachments: 1. Draft Voluntary Rental Inspection Ordinance  
 2. Draft Inspection Checklist

## 9. Regular Agenda.

- 9.1. Presentation, discussion, and possible action on a resolution directing publication of notice of intention to issue Certificates of Obligation, Series 2023; and providing an effective date.  
Sponsors: Mary Ellen Leonard  
Attachments: 1. Notice v2  
 2. Revised 2023 Debt Issue  
 3. Notice Resolution v2
- 9.2. 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 R Rural to SC Suburban Commercial for approximately 7.5 acres of land located at 2774 and 2840 Barron Road, generally located north of the intersection of Barron Road and William D. Fitch Parkway.

Sponsors: Jeff Howell

Attachments:

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

- 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 D Duplex to MH Middle Housing for approximately 0.24 acres of land at 721 and 723 Dominik Drive, being Lot 14R1 and Lot 14R2 of the University Oaks Section Two subdivision, generally located southwest of the intersection of Dominik Drive and Stallings Drive.

Sponsors: Jeff Howell

Attachments:

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

- 9.4. Public Hearing, presentation, discussion, and possible action regarding the draft Community Development Block Grant - Regional Mitigation Program plan to receive \$500,000 from the Texas General Land Office through the Brazos Valley Council of Governments Method of Distribution.

Sponsors: Debbie Eller

Attachments: 1. Draft CDBG-MIT Plan

- 9.5. Presentation, discussion, and possible action regarding a professional services and construction phase services contract with Mitchell & Morgan in the amount of \$185,194 for the 2022 Bond: Pickleball and Futsal Courts Project at Anderson Park and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

Sponsors: Jennifer Cain

Attachments:

1. Pickleball Futsal Project Location Map
2. Pickleball Futsal Project - Debt Reimbursement Resolution
3. Contract On File In the City Secretary's Office

- 9.6. Presentation, discussion, and possible action on a resolution of the City Council of the City of College Station, Texas, determining that a public utility easement containing approximately 0.714 acres of land is needed and needs to be acquired from 47 Oaks, LLC, for the construction, operation, and maintenance of a public utility easement as a part of the College Station Northwest Electric Substation Project for the City of College Station, Texas; and authorizing the institution of eminent domain proceedings.

Sponsors: Jennifer Cain

Attachments: 1. 47 Oaks Proposed Easement Map

## 2. Resolution Authorizing Eminent Domain 47 Oaks

**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 April 6, 2023 at 5:00 p.m.



City Secretary

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

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

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

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

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

**April 13, 2023**

**Item No. 5.1.**

100th Anniversary of the First Baptist Church of College Station

**Sponsor:** Tanya Smith, City Secretary

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation and recognition of the 100th Anniversary of the First Baptist Church of College Station.

**Relationship to Strategic Goals:**

**Recommendation(s):**

**Summary:**

**Budget & Financial Summary:** None.

**Attachments:**

1. 100th Anniversary of First Baptist Church of College Station.



## *Proclamation*

**WHEREAS**, in 1920 the Baptist General Convention of Texas initiated a program at the Agricultural and Mechanical College of Texas to reach students. Rev. R.L. Brown was hired as a “Student Worker” and regular meetings of Baptists began to be held in campus buildings; and

**WHEREAS**, on April 8, 1923, those Baptists meeting on campus organized into an actual church called First Baptist Church and became the only church in the nation to begin as a Baptist Student Union and grow into an actual church; and

**WHEREAS**, during Rev. Brown’s time the church ministered with food to people on the trains that passed the "college train station" during the Great Depression, the City of College Station was chartered in 1938 and thousands of Aggies went off to serve in World War II. Rev. Brown successfully oversaw the construction of new church facilities in 1942 on College Main and the groundbreaking for the Baptist Student Union building right across the street in 1949; and

**WHEREAS**, Rev. Brown was succeeded by Pastors Bryon Richardson, Bob Longshore, Cecil Sherman, Guy Greenfield, and Lloyd Elder who shepherded the church through the turbulence of the 50's and '60's leading to the calling of Dr. Malcolm Bane as pastor in 1969; and

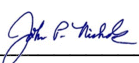
**WHEREAS**, when Dr. Malcolm Bane started, the City of College Station had 17,000 people and Texas A&M had 14,000 students. By the time of his retirement the City of College Station had grown to 67,000 people and Texas A&M to 44,000 students. The church grew from 700 members to over 1400 when Dr. Bane retired, and Dr. Rodney McGlothlin became pastor; and

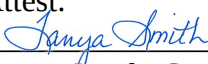
**WHEREAS**, presently the church still ministers to people that need food each year delivering 1,600,000 pounds annually and Dr. Troy Allen is carrying on the legacy of his predecessors by leading First Baptist Church of College Station to bring the message of Christ to students and faculty of Texas A&M University, in missions in its neighborhood, in Texas and across the world.

**NOW, THEREFORE, I**, John P. Nichols, by virtue of the authority vested in me as Mayor of the City of College Station, Texas, do hereby recognize the

### *100th Anniversary of First Baptist Church of College Station*

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 13th Day of April, 2023.

  
\_\_\_\_\_  
John P. Nichols, Mayor

Attest:  
  
\_\_\_\_\_  
Tanya Smith, City Secretary



**April 13, 2023**  
**Item No. 7.1.**  
**Minutes**

**Sponsor:** Tanya Smith, City Secretary

**Reviewed By CBC:** City Council

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

- March 23, 2023 Council Meeting

**Relationship to Strategic Goals:**

- Good Governance

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

**Summary:** N/A

**Budget & Financial Summary:** None

**Attachments:**

1. CCM032323 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING  
IN-PERSON WITH TELECONFERENCE PARTICIPATION  
CITY OF COLLEGE STATION  
MARCH 23, 2023

STATE OF TEXAS           §  
                                         §  
COUNTY OF BRAZOS       §

**Present:**

John Nichols, Mayor

**Council:**

Mark Smith  
William Wright  
Linda Harvell - absent  
Elizabeth Cunha  
Bob Yancy  
Dennis Maloney

**City Staff:**

Bryan Woods, City Manager  
Jeff Capps, Deputy City Manager  
Adam Falco, City Attorney  
Leslie Whitten, Deputy City Attorney  
Tanya Smith, City Secretary  
Ian Whittenton, Deputy City Secretary

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on March 23, 2023, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

**2. Executive Session Agenda.**

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:01 p.m. on March 23, 2023, to continue discussing matters pertaining to:

**2.1. Consultation with Attorney to seek advice regarding pending or contemplated litigation, to wit:**

- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
- McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas; and
- Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas; and

- Robert Danny Clack, II v. City of College Station, et al., Civil Action No. 4:22-cv-02404, in the U.S. District Court for the Southern District of Texas, Houston Division; and
- Kristin Marriott v. City of College Station, Cause No. 22-002259-CV-272, in the 272nd District Court, Brazos County, Texas; and
- SOAH Docket No. 473-22-2464 and PUC Docket No. 52728 – Application of the City of College Station to Change Rates for Wholesale Transmission Services; and
- LaLa Vida, LLC v. City of College Station, Cause No. 23-000374-CV-272, in the 272nd District Court, Brazos County, Texas.

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

- City Manager
- Council Self-Evaluation

**3. The Open Meeting Will Reconvene No Earlier than 6:00 PM from Executive Session and City Council will take action, if any.**

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

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

**MOTION:** Upon a motion made by Councilmember Smith and a second by Councilmember Yancy, the City Council voted six (6) for and none (0) opposed, to accept Councilmember Harvell’s absence request for March 23, 2023. The motion carried unanimously.

**5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.**

**5.1. Presentation proclaiming March 30, 2023, as the Global Meetings Industry Day.**

Mayor Nichols presented a proclamation to Jeremiah Cook, Tourism Manager, Jo Beth Wolfe, Sale Manager, Hannah Burkig, Kallie Disharoon, and Ryan Greenwood- Visit/Compete College Station Sales Coordinators, Casey Barone- Event Coordinator, Roger Bolin and Don Castillo representing the Southwest Electrical Metering Association and Brandy Tuck Brazos Valley Partnership Manager for Economic Development and Community Impact at Texas A&M and proclaimed March 30, 2023, as “Global Meetings Industry Day.”

**6. Hear Visitors Comments.**

Fred Dupriest, College Station, came before Council to talk about the consequences of non-enforcement of occupancy violations and the perceived mistake which was made when the city promised to not enforce the law.

Summary of Enforcement Cases as of March 2<sup>nd</sup>

- 183 Cases
- 163 City Initiated
- 20 Citizen-initiated

The current effort is unsustainable but is also not representative of the future.

- Homes in Stealth Dorm neighborhoods are likely to be legalized this summer (140? of 163 cases)
- Stop city-initiated investigations. If a tree falls in the forest.

- At the same time, expect an increase in citizen-initiated if the city proves it will enforce (10+)
- Dramatically change the investigative process, and ordinances needed to support this.
  - Prima facia definition of evidence required (near automatic summons & reduces legal review)
  - Contract photo documentation to 3<sup>rd</sup> party, and perhaps preparation of filings
  - Accept photo documentation of over occupancy submitted by the public.
  - Support education efforts by the University
  - Seek meaningful consequences for the owners (including loss of permit)

Blanche Brick, College Station, former Councilwoman Brick thanked the Council and stated that she understands the difficult decisions they must make, but Council needs to continue enforcement of the no more than 4 unrelated individuals per rental.

Tiffany McFarland, College Station, came before Council to speak in support of protecting neighborhood integrity. She believes more the renters in one home the more cars on the street, funneling cars down into one lane, blocking out buses, and driveways making the bike lanes unsafe.

Katherine Edwards, College Station, came before Council on behalf on Occupancy Enforcement Alliance, protecting and preserving the neighborhoods. This City Ordinance was created to protect the neighborhoods. Once these historic areas are lost, they will be gone forever.

Leigh James, College Station, came before Council regarding the occupancy enforcement law and is confused by the lack of solutions. She listed some solutions that will give the city better recourse for future enforcement.

Liana Vincent, College Station, speaking on behalf of the occupancy enforcement and if the law of no more than four unrelated is not being enforced, it is breaking the law, this law needs to be enforced.

Debbie Fry, College Station, came before Council to speak for the occupancy enforcement of the historic neighborhoods of College Station.

Tre Watson, College Station, came before Council regarding the historical black neighborhoods in the city and a statement made at the prior Council meeting.

James Mulvey, Bryan, came before Council to bring awareness to the flooding on Vine Street and how moving from an underground line to an above ground sewer line might make it worse.

Jason Avent, Bryan, came before Council regarding negative effects of routing a sewer line through the wildlife corridor.

John Halsell, Bryan, came before Council to explain that he was not notified of a meeting about this sewer line because he does not live on the North side of Pin Oak Creek, but he does live in this neighborhood and the route of this sewer line will affect him.

Scott Hickie, Bryan, thanked the Council for the ability to discuss this situation and in hopes that there is a decision that will be made that will be affecting the preservation of the historic Rosemary neighborhood.

Sharon Hickie, Bryan, came before Council to voice her opinion again for Rosemary and the beauty of the habitat that will be destroyed if this sewer line goes through this neighborhood.

Jes Linne, Bryan, came before Council to point out that the decision to construct a new City Hall spared no expense. He asks that the same rational to be used on this sewer line route on Rosemary. Mr. Linne feels Council is going the cheaper route through Bryan.

Mary Linne, Bryan, came before Council regarding the two routes for the sewer line. She suggested that gravity flow is not the only way to go, and a lift station could solve the problem.

Robert Owens, Bryan, spoke against the Rosemary sewer line, but asked Council to look at the lift station possibility. Routing through Rosemary will take twenty trees from his property and about 15ft from the sides of the road.

Susan Miles, Bryan, came before Council to speak against the sewer line routing through Rosemary.

## **7. CONSENT ITEMS**

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

No items pulled for discussion.

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

- **March 9, 2023 Council Meeting**

**7.2. Presentation, discussion, and possible action regarding a construction contract for a roof replacement at the College Station Utilities facility located on Graham Road with JACO Roofing for \$117,860.**

**7.3. Presentation, discussion, and possible action regarding a construction contract for repairs and upgrades at the Utility Customer Service facility on Krenek Tap Road with E Contractors for \$100,931.**

**7.4. Presentation, discussion, and possible action regarding approval of a real estate contract with Olive Margaret Arnold for the purchase of 2.0 acres of land at 1775 Arnold Road for \$293,600.**

**7.5. Presentation, discussion, and possible action regarding the second reading of franchise Ordinance 2023-4423 with Drop and Go Dumpsters for the collection of recyclables from commercial businesses and multi-family locations.**

**7.6. Presentation, discussion, and possible action ratifying an emergency purchase of one 1000 kVA and one 1500 kVA transformer from KBS Electrical Distributors in the amount of \$135,000; and one 1000 kVA and one 1500 kVA transformer from Techline Inc. in the amount of \$109,500; for electric warehouse inventory for a total amount of \$244,500.**

**7.7. Presentation, discussion, and possible action on a one-year contract renewal with Alexander's Contract Services, Inc. for water meter reading services not-to-exceed \$335,000.**

**7.8. Presentation, discussion, and possible action regarding annual clothing price agreements with C.C. Creations for \$126,000 and M&M Apparel for \$54,000; totaling an estimated annual not-to-exceed amount of \$180,000.**

**7.9. Presentation, discussion, and possible action regarding the 2023 global opioid settlement subdivision participation and release agreement forms with Allergan, CVS, Walgreens, and Walmart and authorizing the Mayor to execute the releases and any other associated documents on behalf of the City.**

**7.10. Presentation, discussion, and possible action on an amendment to the Technology Services Agreement with Paymentus Corporation for payment processing services to increase service fees and increase the annual estimated contract amount of \$1,500,000 to \$1,750,000.**

**MOTION:** Upon a motion made by Councilmember Wright and a second by Councilmember Smith, the City Council voted six (6) for and none (0) opposed, to approve the Consent Items. The motion carried unanimously.

## **8. WORKSHOP ITEMS**

**8.1. Presentation, discussion, and possible action on receiving the annual audit reports and Annual Comprehensive Financial Report (ACFR) for the fiscal year that ended September 30, 2022.**

Michael Dehaven, Assistant Director of Finance, provided an overview of the key drivers to the increase in Unrestricted Net Position is ARPA grant revenue used to fund police salaries (\$18 million), sales tax growth and strong water and wastewater revenue due to weather conditions. In FY17, the City started focusing on reducing retiree obligations outside of the required contributions.

|                           | FY22          | FY21          | Increase(Decrease) |
|---------------------------|---------------|---------------|--------------------|
| Overall Net Position      | \$823,252,856 | \$735,690,070 | \$87,562,786       |
| Unrestricted Net Position | \$225,552,877 | \$157,137,119 | \$68,415,758       |
| Restricted Net Position   | \$81,678,777  | \$83,899,254  | (\$2,220,477)      |
| Net Investment in Capital | \$516,021,202 | \$494,653,697 | \$21,367,505       |

|                            | FY22        | FY17         | Increase(Decrease) |
|----------------------------|-------------|--------------|--------------------|
| Net Pension Liability      | \$4,857,415 | \$41,650,063 | (\$36,792,648)     |
| Net OPEB Liability (Asset) | (\$203,107) | \$11,050,764 | (\$11,253,871)     |

Amanda Eaves with FORVIS provided reports on an audit of your financial statements and required supplementary information: as of and for the year ended September 30, 2022 and conducted in accordance with our contract dated July 13, 2022. The audit performed in accordance with auditing standards generally accepted in the United States of America (GAAS) and Government Auditing Standards issued by the Comptroller General of the United States (GAGAS) is designed to obtain

reasonable, rather than absolute, assurance about the financial statements. The scope of our audit tests was established in relation to the opinion unit being audited and did not include a detailed audit of all transactions.

## Government Auditing Standards

| Matter                            | Discussion                                                                                                                                                                                                                                                                                                 |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Additional GAGAS Reporting</b> | We also provided reports as of September 30, 2022, on the following as required by GAGAS: <ul style="list-style-type: none"> <li>Internal control over financial reporting and on compliance and other matters based on an audit of the financial statements performed in accordance with GAGAS</li> </ul> |
| <b>Reporting Limitations</b>      | Our consideration of internal control over financial reporting and our tests of compliance were not designed with an objective of forming an opinion on the effectiveness of internal control or on compliance and, accordingly, we do not express such an opinion.                                        |

## Uniform Guidance Overview and Responsibilities

| Matter                                                              | Discussion                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Scope of Our Audit</b>                                           | We also provided reports as of September 30, 2022, on the following as required by U.S. Office of Management and Budget (OMB) Uniform Guidance: <ul style="list-style-type: none"> <li>Opinion on compliance for each major federal award program</li> <li>Report on internal control over compliance</li> <li>Schedule of Federal Awards</li> </ul> |
| <b>Audit Scope and Inherent Limitations to Reasonable Assurance</b> | A compliance audit performed in accordance with OMB Uniform Guidance is designed to obtain reasonable, rather than absolute, assurance about whether noncompliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on a major federal award program occurred.      |

## Financial Statement Disclosures

The following areas involve particularly sensitive financial statement disclosures for which we are prepared to discuss the issues involved and related judgments made in formulating those disclosures:

- Note 20 – Pension Plan
- Note 21 – Other post-employment benefits
- Note 24 – Commitments and contingencies

## Our Judgment About the Quality of the City's Accounting Principles

During the course of the audit, we made the following observations regarding the City's application of accounting principles:

- The City implemented GASB 87, *Leases*, during the year ended September 30, 2022

## Adjustments Identified by Audit

### *Proposed and Recorded Adjustments*

- Adjustment to correct FY2022 deferred outflows related to pension contributions made subsequent to the measurement date

### *Uncorrected Misstatements*

- Deferred outflows related to pension contributions – prior year impact
- Self-Insured claims expense (turnaround effect of prior year uncorrected misstatement)



**MOTION:** Upon a motion made by Councilmember Yancy, and a second by Councilmember Smith, the City Council voted six (6) for and none (0) opposed, to receive the annual audit reports and Annual Comprehensive Financial Report (ACFR) for the fiscal year that ended September 30, 2022. The motion carried unanimously.

## **8.2. Presentation, discussion, and possible action on the Texas Avenue & University Drive Area Redevelopment Plan.**

Matthew Ellis, Planning and Development, provided an update on the Texas Avenue & University Drive Area Redevelopment Plan, an important priority project from the FY23 PDS Plan of Work that is underway. This item comes from Comprehensive Plan Action 2.2 to prioritize and undertake detailed plans for priority redevelopment areas. Four priority planning areas were identified during the Comprehensive Plan update in 2021, including the Texas Avenue & University Drive Area Redevelopment Area. Mr. Ellis stated that currently through Phase 2, this planning effort has engaged property owners and interested residents in a process to imagine the area with a new distinct identity that welcomes visitors and residents into the city. Other goals include incorporating vertical and horizontal mixed-uses, supporting existing commercial uses, and providing a greater mix of housing options to support the growing population seeking to live, work, and play near Texas A&M University. Staff have engaged a wide audience throughout the community thus far. This included holding three working group meetings, two property and business owner meetings, two area-wide meetings, two meetings on the Texas A&M University campus, and a virtual area-wide meeting, as well as launching a virtual engagement website to gather additional feedback. Users can submit feedback on a map survey where they can leave location-specific comments, as well as submit surveys directly giving feedback to staff on the goal language. Additionally, staff is directly engaging with property developers with significant ties in the area, representatives from the Texas Department of Transportation, and Texas A&M University on future projects in the planning area. Staff also continue to coordinate internally to ensure the plan's development meets the needs of all departments and maintains the City's excellent services.

The Crossing Goals: 1) Build a vibrant and distinct identity for The Crossing that embraces an attractive urban form with versatile public spaces; 2) Provide a safe and connected multi-modal mobility system designed to support all modes traveling to, from, and throughout the district; and 3) Ensure the availability of residential and commercial opportunities throughout the district.

Eastgate Main Goals: 1) Enhance the existing historic identity of Eastgate Main by enabling and incentivizing appropriate and contextual infill, redevelopment, and revitalization; 2) Strengthen the existing multi-modal mobility system to support a diversity of modes of travel; and 3) Support the interests of current residents and businesses while redevelopment occurs.

## **8.3. Presentation, discussion, and possible action regarding updates to the City Council's Strategic Plan.**

Ross Brady, Assistant to the City Manager, provided an updated Strategic Plan that reflects changes requested by the Council during the Council's strategic planning retreat held February 20-21. On the Financial Sustainability, Core Services and Infrastructure, Improving Mobility, and Sustainable City there were no changes. As for the FY24 Strategies, items removed which were already underway or completed including: Medical Examiner's Office, Parks facilities including tennis courts, baseball storage at Bachmann, outdoor restrooms at the Lincoln Center, and Improvements to Mabel Clare Thomas Park; Phase 2 of Texas Independence Ballpark was removed, as well as the Evaluate Library Services.



#### Good Governance

- The City will ensure all agreements with external entities are fair and beneficial to the citizens of College Station.

#### Neighborhood Integrity

- The city strives to ensure citizens are satisfied with the quality of life in their neighborhoods.
- The city will strive to have proactive code enforcement.

#### Diverse & Growing Economy

- The city will foster a culture of entrepreneurship.

#### FY24 Strategies

- Explore options for a community recreation center, convention center, or a combination of the two.
- Provide options for affordable, dense, housing options in Northgate, Wolf Pen Creek, and other targeted areas to relive housing pressure in existing neighborhoods.
- Work with contractors to ensure multimodal infrastructure is included in project design.
- Develop new, broader relationship with Brazos Transit, based on federal direction, including the need for local representation.

**MOTION:** Upon a motion made by Councilmember Smith, and a second by Councilmember Wright, the City Council voted five (5) for and one (1) opposed, with Councilmember Yancy voting against to approve updates to the City Council's Strategic Plan with changes. The motion carried.

## 9. REGULAR ITEMS

### **9.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2023-4424 amending Appendix A of the Code of Ordinances, "Unified Development Ordinance," Article 3, "Development Review Procedures, " Section 3.16, "Conditional Use Permits," regarding conditional use permits.**

Molly Hitchcock, Planning and Development, stated that at their August 25, 2022 workshop meeting, the City Council heard a presentation from the Police Department regarding the current conditions of the Northgate Entertainment District and future options for improvement. One of the long-term solutions offered to Council to improve the environment of Northgate was to implement Conditional Use permits for bars, like elsewhere in the city. Currently, nightclubs, bars, and taverns are allowed by Conditional Use permit in College Station, except for the Northgate zoning districts, where they are allowed by right. The Council directed staff to explore this and other solutions that were discussed.

Mrs. Hitchcock went on to state that staff continues to research solutions as directed but have identified a need to amend the current Conditional Use permit process as proposed. She noted that while the proposed changes originated from research regarding nightclubs, bars, and taverns, the amendment does not solely apply to these land uses but will affect all Conditional Use permits in the city. The proposed ability of the UDO Administrator to approve minor changes to a Conditional Use will allow for a more efficient Conditional Use permitting process. The UDO allows the Administrator similar discretion for minor adjustments to development standards and Planned Development District Concept Maps, and the process is similar to the practice in other communities in Texas. Without language regarding the end of use, a Conditional Use may continue at a location until the use is amended, has been replaced by a different use, or the property rezoned. The proposed amendment will clearly state when a Conditional Use expires. A process is also defined to allow for the reconsideration and possible revocation of Conditional Uses permits that were obtained fraudulently, where the

conditions of approval were violated, the uses were expanded without permission, or there were convictions of other code or ordinance violations.

The UDO defines the process for permitting a Conditional Use, but it does not speak to minor changes or the duration, suspension, revocation, or expiration of a Conditional Use. The proposed amendment:

1. Makes minor formatting changes to capitalize defined terms.
2. Gives the UDO Administrator the ability to approve minor changes to a Conditional Use permit when structure heights are not increased, a building expansion is 10% or less, the building and/or use does not become closer to adjacent residential uses, and required open space is not reduced. More substantial changes would still require City Council approval through a new Conditional Use permit.
3. States the duration of a Conditional Use permit.
4. Defines the terms by which a Conditional Use expires.
5. Gives the City the ability to temporarily suspend a Conditional Use for public health and safety reasons (24 hours or until the danger is removed).
6. Clarifies that it is unlawful to violate the terms of a Conditional Use permit.
7. Establishes the City's ability to revoke a Conditional Use permit, for what reasons, and the process to do so.

The Planning and Zoning Commission heard this item at their March 2, 2023 meeting where they voted 5-1 to recommend approval. Staff also recommends approval of the ordinance amendment.

At approximately 8:17 p.m., Mayor Nichols opened the Public Hearing.

Robert Grabowski, College Station, came to Council to speak as a bar owner in Northgate. He explained that his stakes in Northgate is not just the money, but this is his lively hood and he wants the area to be attractive and prosperous for all.

There being no further comments, the Public Hearing was closed at 8:21 p.m.

**MOTION:** Upon a motion made by Councilmember Wright, and a second by Councilmember Maloney, the City Council voted five (5) for and one (1) opposed, with Councilmember Yancy voting against, to adopt Ordinance No. 2023-4424, amending Appendix A of the Code of Ordinances, "Unified Development Ordinance," Article 3, "Development Review Procedures, " Section 3.16, "Conditional Use Permits," regarding conditional use permits. The motion carried.

**9.2. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2023-4425 amending Appendix A, "Unified Development Ordinance, "Article 4, Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from MF Multi-Family to MH Middle Housing for approximately 1.12 acres being Lots 13-16 of the Cooner Addition, generally located at 301, 303, 305, and 307 Cooner Street.**

Robin Macias, Planning and Development, stated that this request is to rezone approximately 1.12 acres of land being four platted lots generally located at 301, 303, 305, and 307 Cooner St from MF Multi-Family to MH Middle Housing. The subject properties were platted in 1940 and are currently developed as single-family homes. It is the applicant's intent to redevelop the lots to build duplexes. Mrs. Macias explained that the uses allowed by the proposed zoning district are generally marketable for the area. The applicant mentions that the properties are close to Texas A&M University and will

serve the student population, and while the current uses allowed are marketable, duplexes are equally as appropriate and marketable for these lots.

The Planning and Zoning Commission heard this item at their March 3, 2023 meeting and voted 5 - 1 to recommend approval. Staff also recommends approval.

At approximately 8:34 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 8:34 p.m.

**MOTION:** Upon a motion made by Councilmember Yancy, and a second by Councilmember Wright, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance No. 2023-4425, amending Appendix A of the Code of Ordinances, "Unified Development Ordinance," Article 3, "Development Review Procedures, " Section 3.16, "Conditional Use Permits," regarding conditional use permits. The motion carried unanimously.

### **9.3. Presentation, discussion, and possible action on Resolution No. 03-23-23-9.3 approving and adopting the City's Public Private Partnership (P3) Program Guidelines.**

Mary Ellen Leonard, Director of Finance, stated that to assist municipalities with their growing infrastructure and government facility needs, the State of Texas enacted the Public and Private Facilities and Infrastructure Act (the "Act") to allow greater use of public-private partnerships (P3). The Act allows for partnerships between public and private entities as an alternate method of procurement to expedite the timing and reduce the costs of such projects. The purpose of the Act is to provide governmental entities with the greatest possible flexibility in contracting with private entities or other persons to provide public services through Qualifying Projects. The Act became effective September 1, 2011 and is codified as Chapter 2267 of the Texas Government Code. Mrs. Leonard explained that by approving and adopting the P3 Program Guidelines, City Council is permitting the use and utilization of public private partnerships and publicly recording the P3 Program Guidelines to encourage private entity participation, creativity, and competition, and to guide the selection of Qualifying Projects.

MOTION: Upon a motion made by Councilmember Maloney, and a second by Councilmember Yancy, the City Council voted six (6) for and none (0) opposed, to approve Resolution No. 03-23-23-9.3, amending Appendix A of the Code of Ordinances, "Unified Development Ordinance," Article 3, "Development Review Procedures, " Section 3.16, "Conditional Use Permits," regarding conditional use permits. The motion carried unanimously.

## **10. Council Calendar**

Council reviewed the calendar.

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

**imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.**

Councilmember Wright announced that he will be dancing in the Health for it All "Dancing for the Health of It" on Saturday, April 1, 2023.

Councilmember Maloney recognized Caroline "Missy" Green retirement from Public Works.

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

Nothing to report at this time.

**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.**

Councilmember Wright requested a future discussion on 18-wheeler parking.

**14. Adjournment.**

There being no further business, Mayor Nichols adjourned the Meeting of the City Council at 9:05 p.m. on Thursday, March 23, 2023.

\_\_\_\_\_  
John P. Nichols, Mayor

ATTEST:

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

**April 13, 2023**  
**Item No. 7.2.**  
**No Parking Anytime Ordinance Wakewell Court**

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

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding an ordinance amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, no parking here to corner and no parking any time" removing parking on the west side of Wakewell Court.

**Relationship to Strategic Goals:**

1. Core Services and Infrastructure
2. Improving Mobility

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

**Summary:** Operational problems have arisen while collecting at the solid waste receptacle located at the cul-de-sac of Wakewell Court. Parking has prevented collection numerous times and has prompted several complaints from the Homeowners Association. The Solid Waste Division requested a parking prohibition be utilized to address the problem. In accordance with city procedure, a public meeting was held to inform the public of the potential parking restriction. Two residents attended the public meeting held on February 28, 2023. One resident did confirm that they had observed problems with the solid waste pick-up but also had concerns about where the excess parking would be displaced to. The other resident left comments stating that when excessive cars were parked in that area it made parking in his driveway more difficult.

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

**Attachments:**

1. Wakewell\_No Parking\_Map
2. Wakewell Ct Ordinance Form



# Wakewell Court No Parking

Public Meeting 2/28/23



Proposed Parking Removal

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

**AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE VI “TRAFFIC SCHEDULES,” SECTION 38-1014 “TRAFFIC SCHEDULE XIV, NO PARKING HERE TO CORNER AND NO PARKING AT ANY TIME,” BY REMOVING PARKING ON THE WEST SIDE OF WAKEWELL COURT FROM TANG CAKE DRIVE TO THE CUL-DE-SAC, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

**ATTEST:**

**APPROVED:**

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

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

**APPROVED:**

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



**Exhibit A**

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

| <b><i>Traveling on</i></b> | <b><i>Between</i></b>              | <b><i>Travel Direction</i></b> |                        |
|----------------------------|------------------------------------|--------------------------------|------------------------|
| Wakewell Court             | Tang Cake Drive and the cul-de-sac | South                          | No parking at Any Time |

**April 13, 2023**

**Item No. 7.3.**

**Electric Warehouse Inventory of Distribution Conductors**

**Sponsor:** Mary Ellen Leonard, Director of Fiscal Services

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding an annual price agreement with KBS Electrical Distributors not to exceed \$360,950 and Techline, Inc. not to exceed \$2,013,350 for a total not to exceed amount of \$2,374,300 for distribution conductors.

**Relationship to Strategic Goals:**

Core Services and Infrastructure

Financially Sustainable City

**Recommendation(s):** Staff recommends award of this annual price agreement with KBS Electrical Distributors for a not-to-exceed amount of \$360,950 and Techline Inc. for an amount not-to-exceed \$2,013,350. The grand total of these awards is for a total not-to-exceed amount of \$2,374,300. This purchase aligns with historical years' activity for Electric warehouse needs.

**Summary:** Staff issued Bid #23-046 on February 15, 2023, for Electric Distribution Conductor and the Bid was opened on March 3, 2023. Five (5) sealed proposals were received and were reviewed by Electric Staff for compliance with College Station Utilities specifications. KBS Electrical Distributors and Techline Inc., were awarded based upon having product in stock, delivery dates, meeting College Station Utility specifications and pricing. The quotes from the three other vendors provided alternatives that did not meet specifications and / or the delivery dates were not acceptable by College Station Utilities.

Upon Council approval, staff will issue a purchase order to the awarded vendors, for these one-time purchases.

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

**Attachments:**

1. 23-046 TABULATION Award 31423

ITB#23-046 APA FOR  
DISTRIBUTION CONDUCTOR  
TABULATION

|                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                     |                       |            |     | Nexgen Power Inc                           |              | Priester-Mell & Nicholson Inc.                              |              | KBS ELECTRICAL DIST.                                              |                | MVA POWER INC                                                 |                | Techline, Inc. |                |
|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------------|------------|-----|--------------------------------------------|--------------|-------------------------------------------------------------|--------------|-------------------------------------------------------------------|----------------|---------------------------------------------------------------|----------------|----------------|----------------|
| Line #                                                                                | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Mfgr                | Mfgno                 | QTY        | UOM | Unit                                       | Extended     | Unit                                                        | Extended     | Unit                                                              | Extended       | Unit                                                          | Extended       | Unit           | Extended       |
| 1                                                                                     | 1/0 AWG 15kV (280-080-00001) - Class B, filled stranded aluminum conductor, 105C normal temperature rate, extruded semi-conducting thermosetting conductor shield, 133% insulation level, 220 mil ethylene-propylene rubber insulation, extruded semi-conductive thermosetting jacket, annealed copper full neutral, polyethylene encapsulated jacket applied over concentric neutral. Full specifications listed in Specifications section in the Bid document. Minimum Shipment Quantity in 48 Hours: (3) 2,500 ft. Preferred manufacturer: The Okonite Company  | The Okonite Company |                       | 100,000.00 | FT  | No Bid                                     |              | No Bid                                                      |              | No Response                                                       |                | \$5.19                                                        | \$519,000.00   | \$4.54         | \$454,000.00   |
| 1 ALT1                                                                                | 1/0 AWG 15kV (280-080-00001) - Class B, filled stranded aluminum conductor, 105C normal temperature rate, extruded semi-conducting thermosetting conductor shield, 133% insulation level, 220 mil ethylene-propylene rubber insulation, extruded semi-conductive thermosetting jacket, annealed copper full neutral, polyethylene encapsulated jacket applied over concentric neutral. Full specifications listed in Specifications section in the Bid document. - NO DEVIATION-                                                                                   | DAEWON CABLE CO LTD | OST-O-202302-053-HS01 | 100,000.00 | FT  | \$2.80                                     | \$280,000.00 |                                                             |              |                                                                   |                |                                                               |                |                |                |
| 2                                                                                     | 1000 MCM 15kV (280-080-00016) - Class B, filled stranded aluminum conductor, 105C normal temperature rate, extruded semi-conducting thermosetting conductor shield, 133% insulation level, 220 mil ethylene-propylene rubber insulation, extruded semi-conductive thermosetting jacket, annealed copper full neutral, polyethylene encapsulated jacket applied over concentric neutral. Full specifications listed in Specifications section in the Bid document. Minimum Shipment Quantity in 48 Hours: (3) 1,000 ft. Preferred manufacturer: The Okonite Company | The Okonite Company |                       | 65,000.00  | FT  | No Bid                                     |              | No Bid                                                      |              | \$20.15                                                           | \$1,309,750.00 | \$16.19                                                       | \$1,052,350.00 | \$23.99        | \$1,559,350.00 |
| 3                                                                                     | 2/0 AWG (Converse) Triplex 600V (280-080-00002) - Class B, concentric-lay stranded, compressed 1350-H19 aluminum. The conductors shall be unipass insulated with cross-linked polyethylene. Neutrals are triple yellow extruded stripe and has sequential footage markers. Full specifications listed in Specifications section in the Bid document.                                                                                                                                                                                                               |                     |                       | 50,000.00  | FT  | \$1.76                                     | \$88,000.00  | No Bid                                                      |              | \$2.17                                                            | \$108,500.00   | \$1.06                                                        | \$53,000.00    | \$2.69         | \$134,500.00   |
| 4                                                                                     | 477 MCM AAC (Cosmos) 15kV (280-058-00017) - Overhead Distribution Conductor, stranded aluminum conductor, Cable shall be manufactured, tested, and made ready for shipment in accordance with the latest edition of the application ASTM and AEIC standards. Full specifications listed in Specifications section in the Bid document.                                                                                                                                                                                                                             |                     |                       | 127,500.00 | FT  | \$1.15                                     | \$146,625.00 | \$2.88                                                      | \$367,200.00 | \$1.98                                                            | \$252,450.00   | \$0.95                                                        | \$121,125.00   | \$3.99         | \$508,725.00   |
| <b>*Denotes totaled pricing only reflects items bid on by vendor or manufacturer.</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                     |                       |            |     | Total Price*                               | \$514,625.00 | Total Price*                                                | \$367,200.00 | Total Price*                                                      | \$1,670,700.00 | Total Price*                                                  | \$1,745,475.00 | Total Price*   | \$2,656,575.00 |
|                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                     |                       |            |     | AWARDS                                     |              |                                                             |              | \$360,950.00                                                      |                |                                                               |                | \$2,013,350.00 |                |
|                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                     |                       |            |     | Nexgen Power Inc                           |              | Priester-Mell &                                             |              | KBS ELECTRICAL DIST.                                              |                | MVA POWER INC                                                 |                | Techline, Inc. |                |
|                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                     |                       |            |     |                                            |              |                                                             |              |                                                                   |                |                                                               |                |                |                |
|                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                     |                       |            |     | Nexgen Products do not meet specifications |              | MVA Power pricing based upon Metal Index (Prices fluctuate) |              | KBS Pricing would be based on current pricing at time of shipping |                | Does not reflect the lowest price or responsive delivery date |                |                |                |

**April 13, 2023**  
**Item No. 7.4.**  
**Change Order #6 for the LCWWTP Project**

**Sponsor:** Jennifer Cain, Director Capital Projects

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on Change Order 6 with Freese and Nichols, Inc., in the amount of \$249,123 for additional construction inspection and engineering services associated with the Lick Creek Wastewater Treatment Plant Capacity Expansion Project.

**Relationship to Strategic Goals:**

Core services and infrastructure

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

**Summary:** Freese and Nichols, Inc., is under contract for the design of the Lick Creek Wastewater Treatment Plant Capacity Expansion project based upon their selection as being the most highly qualified firm in RFQ #17-002. Their scope of work includes onsite construction representation and engineering services during construction and post construction. As construction has taken longer than expected, FNI has almost exhausted their construction budget. This change order #6 will extend their time to cover the remaining construction and post-construction timelines. Costs associated with this change order will be recouped from the contractor at the end of the project.

**Budget & Financial Summary:** A combined total budget in the amount of \$40,740,000 is included for this project in the Wastewater Capital Improvement Projects Fund. A combined total of \$39,440,378 has been expended or committed to date, leaving a combined balance of \$1,299,622 for this change order and future expenses.

**Attachments:**

1. Change Order #6\_Contract 17300251

|                           |  |                                             |                       |  |
|---------------------------|--|---------------------------------------------|-----------------------|--|
| <b>CHANGE ORDER NO. 6</b> |  | DATE: 3/20/2023                             | Contract No. 17300251 |  |
| P.O.#: 17202417           |  | PROJECT: Lick Creek WWTP Capacity Expansion |                       |  |

|                                                                                           |                                                                                                                                                      |
|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>OWNER:</b><br>City of College Station<br>P.O. Box 9960<br>College Station, Texas 77842 | <b>CONTRACTOR:</b><br>Freese and Nichols, Inc.<br>2711 North Haskell Avenue<br>Suite 3300, Dallas, TX 75204<br>Ph: 214-217-2224<br>Fax: 214-920-2565 |
|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|

**PURPOSE OF THIS CHANGE ORDER:**  
Adds work to Freese and Nichols(FNI) contract to provide engineering and inspection services for the remaining portion of the project. As construction as taken longer than expected, FNI has almost exhausted their original construction budget. This change order will extend their time to cover the remaining construction and post construction time. Additional budget will be recouped from the contractor.

| ITEM NO | UNIT | DESCRIPTION                       | UNIT PRICE    | ORIGINAL QUANTITY | REVISED QUANTITY | ADDED COST    |
|---------|------|-----------------------------------|---------------|-------------------|------------------|---------------|
| 1       | LS   | Lick Creek WWTP additional budget | \$ 249,123.00 | 0                 | 1                | \$ 249,123.00 |
|         |      |                                   |               |                   | TOTAL            | \$ 249,123.00 |

THE NET AFFECT OF THIS CHANGE ORDER IS A 9.4% INCREASE.

|                            |              |  |
|----------------------------|--------------|--|
| ALL ITEMS (96STRTX / 5314) | \$249,123.00 |  |
| TOTAL CHANGE ORDER         | \$249,123.00 |  |

|                          |                |                   |
|--------------------------|----------------|-------------------|
| ORIGINAL CONTRACT AMOUNT | \$4,788,765.00 |                   |
| CHANGE ORDER NO. 1       | \$14,234.00    | 0.3% CHANGE       |
| CHANGE ORDER NO. 2       | \$10,000.00    | 0.2% CHANGE       |
| CHANGE ORDER NO. 3       | \$24,933.00    | 0.5% CHANGE       |
| CHANGE ORDER NO. 4       | \$118,806.00   | 2.5% CHANGE       |
| CHANGE ORDER NO. 5       | \$32,396.00    | 0.7% CHANGE       |
| CHANGE ORDER NO. 6       | \$249,123.00   | 5.2% CHANGE       |
| REVISED CONTRACT AMOUNT  | \$5,238,257.00 | 9.4% TOTAL CHANGE |

|                        |     |      |
|------------------------|-----|------|
| ORIGINAL CONTRACT TIME | N/A | Days |
| TIME EXTENSION NO. 1   | N/A | Days |
| REVISED CONTRACT TIME  | N/A | Days |

|                                     |     |  |
|-------------------------------------|-----|--|
| SUBSTANTIAL COMPLETION DATE         | N/A |  |
| REVISED SUBSTANTIAL COMPLETION DATE | N/A |  |

**APPROVED**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div style="text-align: right; margin-bottom: 10px;"> <br/> Richard Weatherly </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> A/E CONTRACTOR<br/> <div style="text-align: right; margin-top: 10px;"> <br/> Casey Rhodes </div> </div> <div style="width: 40%;"> Date<br/> 3/30/2023 </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 60%;"> PROJECT MANAGER<br/> <div style="text-align: right; margin-top: 10px;"> <br/> Jennifer Cain </div> </div> <div style="width: 40%;"> Date<br/> 3/30/2023 </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 60%;"> DEPARTMENT DIRECTOR<br/> </div> <div style="width: 40%;"> Date<br/> </div> </div> | <div style="text-align: right; margin-bottom: 10px;"> <br/> John D. Haislet </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Asst City Manager<br/> CITY ATTORNEY<br/> CITY MANAGER </div> <div style="width: 40%;"> Date<br/> 3/30/2023<br/> Date<br/> Date </div> </div> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**April 13, 2023**

**Item No. 7.5.**

**Franchise Agreement Ordinance with Frontier Waste Solutions - First Reading**

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

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding the first reading of a franchise agreement ordinance with Frontier Texas Ventures I, LLC DBA Frontier Waste Solutions for the collection of recyclables from commercial businesses and multi-family locations.

**Relationship to Strategic Goals:**

Core Services and Infrastructure

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

**Summary:** This item is an ordinance granting Frontier Waste Solutions a non-exclusive franchise for the use of public streets, alleys, and public rights-of-ways within the city for the purpose of providing collection of demolition and construction debris, recyclables, and organic waste from commercial, industrial, and multi-family sites.

This franchise agreement allows Frontier Waste Solutions to collect and haul recyclables and construction and demolition debris from commercial, industrial, and multi-family sites. This standard agreement sets the franchise fee based on the contractors' monthly gross revenues, delivery revenues, and hauling revenues, as well as the percentage of aggregate recycling and composting. Contractors must provide the total number of customers and total tons landfilled quarterly but are not required to disclose specific sites that are utilizing recycling services. The term of this agreement is five years.

Currently, the city has a total of eighteen (18) franchised haulers. This list can be found on the city's website under Public Works.

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

**Attachments:**

1. Frontier Waste Solutions Franchise Agreement

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

WASTE COLLECTION FRANCHISE AGREEMENT

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

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

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

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

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



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## ARTICLE I. DEFINITIONS

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

Contract No. 23300437

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

## **ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE**

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

## **ARTICLE III. PAYMENT AND TERM**

- 3.1 **Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on

the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

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

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

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

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

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

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

## ARTICLE IV. ACCESS TO RECORDS & REPORTING

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

## ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

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

## ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

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

and approve the appearance of collection equipment. A standby vehicle shall be available at all times for collection.

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

## **ARTICLE VII. COLLECTION AND TRANSPORT**

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

## **ARTICLE VIII. PLACEMENT OF RECEPTACLES**

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

## **ARTICLE IX. SERVICE COMPLAINTS**

- 9.1 Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.

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

## **ARTICLE X. DISPOSAL AND PROCESSING**

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

## **ARTICLE XI. VIOLATION AND PENALTY**

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

## **ARTICLE XII. INSURANCE**

- 12.1** The Contractor shall procure and maintain, at its sole cost and expense for the term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.
- 12.2** The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in Contract No. 23300437

**Exhibit B.** Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C.**

### **ARTICLE XIII. INDEMNIFICATION AND RELEASE**

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

### **ARTICLE XIV. DISPUTES AND MEDIATION**

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

Contract No. 23300437



- 14.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

#### **ARTICLE XV. GENERAL TERMS**

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

**15.2 Termination.**

- a. For Convenience.** At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' written notice. City shall be compensated for outstanding Franchise Fees.
- b. For Cause.** City may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.
- c. Hearing.** This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.

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

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

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

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

- 15.7 Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
- 15.8 Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
- 15.9 Invalid Provisions.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, and if by limiting that provision, the Agreement may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 15.10 Entire Agreement.** This Agreement represents the entire agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 15.11 Agree to Terms.** The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.
- 15.12 Effective Date.** According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.
- 15.13 Notice.** Any official notice under this Agreement will be sent to the following addresses:
- |                                |                                 |
|--------------------------------|---------------------------------|
| City of College Station        | Frontier Texas Ventures I, LLC, |
| Attn: Alan Degelman-Purchasing | dba Frontier Waste Solutions    |
| PO Box 9960                    | Attn: Tim Henderson             |
| 1101 Texas Ave.                | P.O. Box 1283                   |
| College Station, TX 77842      | Hillsboro, Texas 76645          |
| adegelman@cstx.gov             | thenderson@frontierwaste.com    |
- 15.14 List of Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.
- A.** Schedule of Rates
  - B.** Insurance Requirements
  - C.** Certificates of Insurance

Contract No. 23300437

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

- a. First Consideration & Approval on the 13 day of April, 2023.
- b. Second Consideration & Approval on the 27 day of April, 2023.

**FRONTIER TEXAS VENTURES I, LLC,  
DBA FRONTIER WASTE SOLUTIONS**

**CITY OF COLLEGE STATION**

By: Tim Henderson

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

Printed Name: Tim Henderson

Title: **Owner/Member**

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

Date: 3/16/2023

**ATTEST:**

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

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

**APPROVED:**

\_\_\_\_\_  
City Manager

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

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

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

\_\_\_\_\_  
Assistant City Manager/CFO

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

Contract No. 23300437

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

Contractor's base rate is \$405.65 per pull and may increase, depending on a variety of conditions, including but not limited to:

- a. Location of Customer
- b. Impact on Existing Routes
- c. Ingress and Egress Capabilities
- d. Special Requests by Customers
- e. Frequency of Collections
- f. Volume of Materials
- g. Type of Materials
- h. External Contributing Conditions of Market Costs

## **EXHIBIT B. INSURANCE REQUIREMENTS**

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

### **I. Standard Insurance Policies Required:**

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

### **II. General Requirements Applicable to All Policies:**

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

### **III. Commercial General Liability**

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

#### **IV. Business Automobile Liability**

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

#### **V. Workers' Compensation Insurance**

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

## **EXHIBIT C. CERTIFICATES OF INSURANCE**

Contract No. 23300437



FRONWAS-01

DPLESS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/16/2023

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

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

|                                                                                                    |                                                        |                               |        |
|----------------------------------------------------------------------------------------------------|--------------------------------------------------------|-------------------------------|--------|
| PRODUCER<br>The Mahoney Group - Mesa<br>1835 South Extension Road<br>Mesa, AZ 85210                | CONTACT NAME:                                          |                               |        |
|                                                                                                    | PHONE (A/C, No, Ext): (480) 730-4920                   | FAX (A/C, No): (480) 730-4929 |        |
| INSURED<br><br>Frontier Texas Ventures I, LLC<br>2323 Bryan Street, Suite 2620<br>Dallas, TX 75201 | E-MAIL ADDRESS:                                        |                               |        |
|                                                                                                    | INSURER(S) AFFORDING COVERAGE                          |                               | NAIC # |
|                                                                                                    | INSURER A : Crum & Forster Specialty Insurance Company |                               | 44520  |
|                                                                                                    | INSURER B : Great Divide Insurance Co.                 |                               | 25224  |
|                                                                                                    | INSURER C : Golden Bear Insurance Company              |                               | 39861  |
|                                                                                                    | INSURER D : Texas Mutual Insurance Co.                 |                               | 22945  |
| INSURER E : Allied World Assurance Company                                                         |                                                        | 19489                         |        |
| INSURER F :                                                                                        |                                                        |                               |        |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                  | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                             |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------------|-------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X         | X        | EPK-140967     | 9/15/2022               | 9/15/2023               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>POLLUTION \$ 1,000,000 |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                      | X         | X        | BAP2027150-14  | 9/15/2022               | 9/15/2023               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                                    |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                              |           |          | GBX53000530-00 | 9/15/2022               | 9/15/2023               | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$                                                                                                                                                                                                       |
| D        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                          | N / A     | X        | 0001320401     | 2/17/2023               | 2/17/2024               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                          |
| A        | Commercial Umbrella                                                                                                                                                                                                                                                                                                |           |          | EFX-121053     | 9/15/2022               | 9/15/2023               | Ea Occurrence/ Agg 5,000,000                                                                                                                                                                                                                                       |
| E        | Commercial Umbrella                                                                                                                                                                                                                                                                                                |           |          | 0313-0592      | 9/15/2022               | 9/15/2023               | Ea Occurrence/ Agg 5,000,000                                                                                                                                                                                                                                       |

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

The City of College Station, its employees, agents, volunteers, and officials are Additional Insured on the General Liability and Auto Liability as required by written contract per attached endorsements.

Waiver of subrogation applies to the General Liability, Auto Liability and Workers Compensation.

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                              |                                                                                                                                                                |
|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of College Station<br>Attn. Risk Management<br>PO BOX 9960<br>College Station, TX 77842 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                                              | AUTHORIZED REPRESENTATIVE<br><br>David J Lewis                                                                                                                 |



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

## **PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

### **SCHEDULE**

| <b>Name of Additional Insured Person(s) or Organization(s)</b> |
|----------------------------------------------------------------|
| Where Required by Written Contract                             |

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely as respects “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured's sole negligence.

- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

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

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### **Business Auto - Additional Insured When Required by Contract or Agreement**

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE FORM**

**Section II – Liability Coverage A. – Coverage, 1. Who is an Insured**, is amended to add:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
  - 1. The coverage and/or limits of this policy; or
  - 2. The coverage and/or limits required by said contract or agreement.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**



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

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

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

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

The premium for this endorsement is shown in the Schedule.

### Schedule

1. ( ) Specific Waiver

Name of person or organization

(X) Blanket Waiver

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

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

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

4. Advance Premium: Included, see Information Page

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

This endorsement, effective on 2/17/23 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001320401 of Texas Mutual Insurance Company effective on 2/17/23

Issued to: FRONTIER EMPLOYEECO LLC

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

2/15/23

**April 13, 2023**

**Item No. 7.6.**

**Franchise Agreement Ordinance with Pronto Services LLC - First Reading**

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

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding the first reading of a franchise agreement ordinance with Pronto Services LLC for the collection of recyclables from commercial businesses and multi-family locations.

**Relationship to Strategic Goals:**

Core Service and Infrastructure

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

**Summary:** This item is an ordinance granting Pronto Services LLC a non-exclusive franchise for the use of public streets, alleys, and public rights-of-ways within the city for the purpose of providing collection of demolition and construction debris, recyclables, and organic waste from commercial, industrial, and multi-family sites.

This franchise agreement allows Pronto Services LLC to collect and haul recyclables and construction and demolition debris from commercial, industrial, and multi-family sites. This standard agreement sets the franchise fee based on the contractors' monthly gross revenues, delivery revenues, and hauling revenues, as well as the percentage of aggregate recycling and composting. Contractors must provide the total number of customers and total tons landfilled quarterly but are not required to disclose specific sites that are utilizing recycling services. This is a renewal and the term of this agreement is five years.

Currently, the city has a total of eighteen (18) franchised haulers. This list can be found on the city's website under Public Works.

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

**Attachments:**

1. Pronto Services LLC Franchise Agreement

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

**WASTE & RECYCLING COLLECTION FRANCHISE AGREEMENT**

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

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

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

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

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

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## ARTICLE I. DEFINITIONS

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

Contract No. 23300411



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

## **ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE**

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

## **ARTICLE III. PAYMENT AND TERM**

- 3.1 Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on

the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

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

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

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

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

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

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

## ARTICLE IV. ACCESS TO RECORDS & REPORTING

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

## ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

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

## ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

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

and approve the appearance of collection equipment. A standby vehicle shall be available at all times for collection.

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

## **ARTICLE VII. COLLECTION AND TRANSPORT**

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

## **ARTICLE VIII. PLACEMENT OF RECEPTACLES**

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

## **ARTICLE IX. SERVICE COMPLAINTS**

- 9.1 Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.

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

## **ARTICLE X. DISPOSAL AND PROCESSING**

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

## **ARTICLE XI. VIOLATION AND PENALTY**

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

## **ARTICLE XII. INSURANCE**

- 12.1** The Contractor shall procure and maintain, at its sole cost and expense for the term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.
- 12.2** The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in Contract No. 23300411

**Exhibit B.** Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C.**

### **ARTICLE XIII. INDEMNIFICATION AND RELEASE**

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

### **ARTICLE XIV. DISPUTES AND MEDIATION**

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

Contract No. 23300411

- 14.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

## **ARTICLE XV. GENERAL TERMS**

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

**15.2 Termination.**

- a. For Convenience.** At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' written notice. City shall be compensated for outstanding Franchise Fees.
- b. For Cause.** City may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.
- c. Hearing.** This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.

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

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

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

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

- 15.7 Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
- 15.8 Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
- 15.9 Invalid Provisions.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, and if by limiting that provision, the Agreement may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 15.10 Entire Agreement.** This Agreement represents the entire agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 15.11 Agree to Terms.** The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.
- 15.12 Effective Date.** According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.
- 15.13 Notice.** Any official notice under this Agreement will be sent to the following addresses:
- |                                |                               |
|--------------------------------|-------------------------------|
| City of College Station        | Pronto Services, LLC.         |
| Attn: Alan Degelman-Purchasing | Attn: Laramie Wheaton         |
| PO Box 9960                    | P.O. Box 4662                 |
| 1101 Texas Ave.                | 1733 Briarcrest Dr., Ste. 210 |
| College Station, TX 77842      | Bryan, TX 77802               |
| adegelman@cstx.gov             | laramie@prontoservicesllc.com |
- 15.14 List of Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.
- A.** Schedule of Rates
  - B.** Insurance Requirements
  - C.** Certificates of Insurance

Contract No. 23300411



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

- a. First Consideration & Approval on the \_\_\_\_ day of \_\_\_\_\_, 2023.
- b. Second Consideration & Approval on the \_\_\_\_ day of \_\_\_\_\_, 2023.

**PRONTO SERVICES, LLC.**

**CITY OF COLLEGE STATION**

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

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

Printed Name: \_\_\_\_\_

Title: **Owner/Member**

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

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

**ATTEST:**

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

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

**APPROVED:**

\_\_\_\_\_  
City Manager

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

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

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

\_\_\_\_\_  
Assistant City Manager/CFO

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

Contract No. 23300411

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

Contractor's base rate is \$350.00 per dump and may increase, depending on a variety of conditions, including but not limited to:

- a. Location of Customer
- b. Impact on Existing Routes
- c. Ingress and Egress Capabilities
- d. Special Requests by Customers
- e. Frequency of Collections
- f. Volume of Materials
- g. Type of Materials
- h. External Contributing Conditions of Market Costs

## **EXHIBIT B. INSURANCE REQUIREMENTS**

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

### **I. Standard Insurance Policies Required:**

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

### **II. General Requirements Applicable to All Policies:**

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

### **III. Commercial General Liability**

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

#### **IV. Business Automobile Liability**

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

#### **V. Workers' Compensation Insurance**

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

## **EXHIBIT C. CERTIFICATES OF INSURANCE**

Contract No. 23300411



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/27/2023

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

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

|                                                                                                           |  |                                                                                                                                                                                                           |  |
|-----------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Christopher L Batten<br>505 University Drive E<br>Ste. 701<br>College Station TX 77840 |  | <b>CONTACT NAME:</b> Chris Batten<br><b>PHONE (A/C, No, Ext):</b> (979) 776-4700<br><b>E-MAIL ADDRESS:</b> piels1@thebattenagency.com<br><b>FAX (A/C, No):</b> 979-776-4766                               |  |
| <b>INSURED</b><br>Pronto Services LLC<br>PO Box 4662<br>Bryan TX 77805                                    |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> NATIONWIDE MUT INS CO<br><b>INSURER B:</b> TEXAS MUT INS CO<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|                                                                                                           |  | <b>NAIC #</b><br>23787N<br>22945                                                                                                                                                                          |  |

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

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

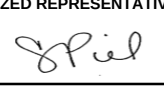
| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                      | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                         |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | ACP3067939069 | 10/12/2022              | 10/12/2023              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                     | Y         | Y        | ACP3067939069 | 10/12/2022              | 10/12/2023              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                      | Y         | Y        | ACP3067939069 | 10/12/2022              | 10/12/2023              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$                                                                                                                                                                                   |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                          | Y/N<br>N  | N/A      | 0001313952    | 10/12/2022              | 10/12/2023              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                            |
| A        | Contractors Equipment                                                                                                                                                                                                                                                                                                  | Y         | Y        | ACP3067939069 | 10/12/2022              | 10/12/2023              | Rented/Leased limit: \$100,000<br>Scheduled Property: \$182,196<br>Deductibles: \$1,000                                                                                                                                                        |

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

Project: Solid Waste & Recycling Commercial Franchise Agreement

City of College Station is listed as additional insured on all policies except workers compensation on a primary and non-contributory basis. A waiver of subrogation and a 30-day notice of cancellation is in favor of City of College Station is applied to all listed policies.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                             |                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of College Station<br>Attn: Risk Management<br>PO Box 9960<br>College Station TX 77840 | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s)                                                |
|--------------------------------------------------------------------------------------------------------|
| Any person or organization that is required by written contract                                        |
| Location(s) Of Covered Operations                                                                      |
| Any Location                                                                                           |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**CG 20 10 04 13**

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

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

**All terms and conditions apply unless modified by this endorsement.**



## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

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

|                                                                                                        |
|--------------------------------------------------------------------------------------------------------|
| <b>Name Of Additional Insured Person(s) Or Organization(s)</b>                                         |
| Any person or organization that is required by written contract                                        |
| <b>Location and Description Of Completed Operations</b>                                                |
| Any Location                                                                                           |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

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

Page 73 of 235

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Designated Construction Project(s):**

Any person or organization that is required by written contract

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

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

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

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

POLICY NUMBER: ACP3067939069  
Pronto Services, LLC

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

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

### **SCHEDULE**

**Name Of Person Or Organization:**

Any person or organization that is required by written contract

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

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

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

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

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

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

**Primary And Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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

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

**ADVANCE NOTICE OF CANCELLATION, NONRENEWAL  
OR COVERAGE REDUCTION OR RESTRICTION  
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
COMMERCIAL UMBRELLA LIABILITY POLICY  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
MERCANTILE UMBRELLA LIABILITY POLICY

**SCHEDULE**

| Person(s) or Organization(s)                                    | Address      |
|-----------------------------------------------------------------|--------------|
| Any person or organization that is required by written contract | Any Location |

Number of Days Notice 30

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

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

Policy Number: ACP3067939069  
Pronto Services, LLC

COMMERCIAL AUTO  
AC 20 41 03 16

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

## **ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM

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

### **SCHEDULE**

Name of Person(s) or Organization(s):

Any person or organization that is required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

**A. Who Is An Insured for COVERED AUTOS  
LIABILITY COVERAGE** is amended to include as  
an "insured" for Covered Autos Liability Coverage:

Each person or organization shown in the Schedule, but only to the extent that person or organization qualifies as an "insured". The "accident" must arise out of ongoing operations performed for the Named Insured.

**B. Changes in CONDITIONS**

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

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the person or organization named in the Schedule under your policy provided that:

- (1) The person or organization is a Named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to them.

Policy Number: ACP3067939069  
Pronto Services, LLC

COMMERCIAL AUTO  
AC 24 04B 05 04

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

## **BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – BUSINESS AUTO CONDITIONS) is amended by the addition of the following:

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

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



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

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

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

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

The premium for this endorsement is shown in the Schedule.

### Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

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

2. Operations: All Texas operations

3. Premium:

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

4. Advance Premium: Included, see Information Page

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

This endorsement, effective on 10/12/22 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001313952 of Texas Mutual Insurance Company effective on 10/12/22

Issued to: PRONTO SERVICES LLC

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

9/27/22

## TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

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

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

### Schedule

1. Number of days advance notice: 30
2. Notice will be mailed to: PER LIST ON FILE

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

This endorsement, effective on 10/12/22 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001313952 of Texas Mutual Insurance Company effective on 10/12/22

Issued to: PRONTO SERVICES LLC

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

9/27/22

**April 13, 2023**

**Item No. 7.7.**

**Annual Price Agreement for Traffic Pavement Striping and Marking Services**

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

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding an annual price agreement with D.I.J. Construction, Inc. in the amount of \$350,000 for Traffic Pavement Striping and Marking Services.

**Relationship to Strategic Goals:**

1. Core Services and Infrastructure
2. Improving Mobility

**Recommendation(s):** Staff recommends approval of this second and final contract renewal option with D.I.J Construction Inc.

**Summary:** After a segment of roadway is reconstructed or rehabilitated, the pavement markings to delineate the travel lanes, bike lanes, stop bars, etc. must be installed. City staff relies on the expertise and the resources of specialty contractors to perform this work. This contract renewal will also provide a way for the City to maintain existing roadway and/or city facility parking lot markings, which all guide, warn, and regulate road users.

Three bids were received (Bid 23-034). D.I.J. Construction, Inc. submitted the lowest bid. The annual price agreement is not to exceed the amount of \$350,000. The contract term is for one (1) year with the option of two (2) renewals.

**Budget & Financial Summary:** Funds for striping roadways are budgeted and available in the Traffic Operations Signs and Markings Budget. Other departments such as Parks & Recreation and Facility Maintenance may also use this contract for their striping needs.

**Attachments:**

1. Bid Tab Pavement Striping & Markings

**City of College Station - Purchasing Division**  
**Bid Tabulation #23-034**  
**" Annual Service Agreement for Traffic Pavement Striping and Marking Services"**

| Item No. | Description                                          | Quantity | Unit | D.I.J. Construction, Inc.<br>(Bertram, TX) |               | Interstate Barricades & Markings,<br>Inc.<br>(San Antonio, TX) |               | Traffic Highway Maintenance<br>(Cedar Hill, TX) |               |
|----------|------------------------------------------------------|----------|------|--------------------------------------------|---------------|----------------------------------------------------------------|---------------|-------------------------------------------------|---------------|
|          |                                                      |          |      | Unit Price                                 | Total Price   | Unit Price                                                     | Total Price   | Unit Price                                      | Total Price   |
| 1        | REFL PAV MRK TY I (W) 4" (BRK) (090MIL)              | 10,000   | LF   | \$ 0.69                                    | \$ 6,900.00   | \$ 3.50                                                        | \$ 35,000.00  | \$ 1.25                                         | \$ 12,500.00  |
| 2        | REFL PAV MRK TY I (W) 4" (SLD) (090MIL)              | 5,000    | LF   | \$ 0.66                                    | \$ 3,300.00   | \$ 3.50                                                        | \$ 17,500.00  | \$ 1.00                                         | \$ 5,000.00   |
| 3        | REFL PAV MRK TY I (W) 4" (DOT) (090MIL)              | 5,000    | LF   | \$ 0.88                                    | \$ 4,400.00   | \$ 5.50                                                        | \$ 27,500.00  | \$ 1.50                                         | \$ 7,500.00   |
| 4        | REFL PAV MRK TY I (W) 6" (SLD) (090MIL)              | 40,000   | LF   | \$ 0.83                                    | \$ 33,200.00  | \$ 4.50                                                        | \$ 180,000.00 | \$ 1.50                                         | \$ 60,000.00  |
| 5        | REFL PAV MRK TY I (W) 6" (BRK) (090MIL)              | 2,500    | LF   | \$ 0.83                                    | \$ 2,075.00   | \$ 4.50                                                        | \$ 11,250.00  | \$ 2.00                                         | \$ 5,000.00   |
| 6        | REFL PAV MRK TY I (W) 8" (SLD) (090MIL)              | 10,000   | LF   | \$ 1.36                                    | \$ 13,600.00  | \$ 6.00                                                        | \$ 60,000.00  | \$ 2.25                                         | \$ 22,500.00  |
| 7        | REFL PAV MRK TY I (W) 12" (SLD) (125MIL)             | 25,000   | LF   | \$ 6.35                                    | \$ 158,750.00 | \$ 9.00                                                        | \$ 225,000.00 | \$ 4.00                                         | \$ 100,000.00 |
| 8        | REFL PAV MRK TY I (W) 18" (SLD) (125MIL)             | 2,500    | LF   | \$ 6.35                                    | \$ 15,875.00  | \$ 18.00                                                       | \$ 45,000.00  | \$ 8.00                                         | \$ 20,000.00  |
| 9        | REFL PAV MRK TY I (Y) 4" (BRK) (090MIL)              | 10,000   | LF   | \$ 0.69                                    | \$ 6,900.00   | \$ 3.50                                                        | \$ 35,000.00  | \$ 1.25                                         | \$ 12,500.00  |
| 10       | REFL PAV MRK TY I (Y) 4" (SLD) (090MIL)              | 30,000   | LF   | \$ 0.66                                    | \$ 19,800.00  | \$ 3.50                                                        | \$ 105,000.00 | \$ 1.00                                         | \$ 30,000.00  |
| 11       | REFL PAV MRK TY I (Y) 24" (SLD) (125MIL)             | 2,500    | LF   | \$ 12.70                                   | \$ 31,750.00  | \$ 18.00                                                       | \$ 45,000.00  | \$ 10.00                                        | \$ 25,000.00  |
| 12       | REF PAV MRK TY II (W) 4" (BRK)                       | 30,000   | LF   | \$ 0.25                                    | \$ 7,500.00   | \$ 2.50                                                        | \$ 75,000.00  | \$ 0.50                                         | \$ 15,000.00  |
| 13       | REF PAV MRK TY II (W) 4" (DOT)                       | 2,500    | LF   | \$ 0.55                                    | \$ 1,375.00   | \$ 3.50                                                        | \$ 8,750.00   | \$ 1.00                                         | \$ 2,500.00   |
| 14       | REF PAV MRK TY II (W) 4" (SLD)                       | 125,000  | LF   | \$ 0.24                                    | \$ 30,000.00  | \$ 2.50                                                        | \$ 312,500.00 | \$ 0.45                                         | \$ 56,250.00  |
| 15       | REF PAV MRK TY II (W) 6" (SLD)                       | 125,000  | LF   | \$ 0.35                                    | \$ 43,750.00  | \$ 3.25                                                        | \$ 406,250.00 | \$ 0.67                                         | \$ 83,750.00  |
| 16       | REF PAV MRK TY II (W) 8" (SLD)                       | 15,000   | LF   | \$ 0.65                                    | \$ 9,750.00   | \$ 5.00                                                        | \$ 75,000.00  | \$ 1.02                                         | \$ 15,300.00  |
| 17       | REF PAV MRK TY II (W) 24" (SLD)                      | 5,000    | LF   | \$ 4.00                                    | \$ 20,000.00  | \$ 15.00                                                       | \$ 75,000.00  | \$ 4.00                                         | \$ 20,000.00  |
| 18       | REF PAV MRK TY II (Y) 4" (BRK)                       | 25,000   | LF   | \$ 0.25                                    | \$ 6,250.00   | \$ 2.50                                                        | \$ 62,500.00  | \$ 0.50                                         | \$ 12,500.00  |
| 19       | REF PAV MRK TY II (Y) 4" (SLD)                       | 225,000  | LF   | \$ 0.24                                    | \$ 54,000.00  | \$ 2.50                                                        | \$ 562,500.00 | \$ 0.45                                         | \$ 101,250.00 |
| 20       | REF PAV MRK TY II (Y) 24" (SLD)                      | 40       | EA   | \$ 4.00                                    | \$ 160.00     | \$ 15.00                                                       | \$ 600.00     | \$ 7.00                                         | \$ 280.00     |
| 21       | RF PAV MRK TY I (W) (8FT L & R TURN ARROWS) (125MIL) | 125      | EA   | \$ 315.00                                  | \$ 39,375.00  | \$ 525.00                                                      | \$ 65,625.00  | \$ 183.00                                       | \$ 22,875.00  |
| 22       | RF PAV MRK TY I (W) LEGEND (8FT "ONLY") 125MIL       | 55       | EA   | \$ 375.00                                  | \$ 20,625.00  | \$ 525.00                                                      | \$ 28,875.00  | \$ 224.00                                       | \$ 12,320.00  |
| 23       | RF PAV MRK TY I (W) BIKE DETECTOR SYMBOL 3'7" x 12"  | 20       | EA   | \$ 200.00                                  | \$ 4,000.00   | \$ 525.00                                                      | \$ 10,500.00  | \$ 245.00                                       | \$ 4,900.00   |
| 24       | RF PAV MRK TY I (W) (BICYCLE RIDER 6 FT)             | 75       | EA   | \$ 405.00                                  | \$ 30,375.00  | \$ 525.00                                                      | \$ 39,375.00  | \$ 397.00                                       | \$ 29,775.00  |
| 25       | RF PAV MRK TY I (W) BIKE SHARROWS (090MIL)           | 20       | EA   | \$ 405.00                                  | \$ 8,100.00   | \$ 575.00                                                      | \$ 11,500.00  | \$ 123.00                                       | \$ 2,460.00   |
| 26       | RF PAV MRK TY I (Y) BIKE ARROWS STRAIGHT 6 FT125MIL  | 75       | EA   | \$ 275.00                                  | \$ 20,625.00  | \$ 575.00                                                      | \$ 43,125.00  | \$ 183.00                                       | \$ 13,725.00  |
| 27       | PAVEMENT SEALER 4"                                   | 5,000    | LF   | \$ 0.29                                    | \$ 1,450.00   | \$ 1.25                                                        | \$ 6,250.00   | \$ 0.30                                         | \$ 1,500.00   |

**City of College Station - Purchasing Division**  
**Bid Tabulation #23-034**  
**" Annual Service Agreement for Traffic Pavement Striping and Marking Services"**

| Item No.              | Description                                                 | Quantity | Unit | Unit Price | Total Price  | Unit Price | Total Price   | Unit Price | Total Price  |
|-----------------------|-------------------------------------------------------------|----------|------|------------|--------------|------------|---------------|------------|--------------|
| 28                    | PAVEMENT SEALER 6"                                          | 5,000    | LF   | \$ 0.43    | \$ 2,150.00  | \$ 1.45    | \$ 7,250.00   | \$ 0.45    | \$ 2,250.00  |
| 29                    | PAVEMENT SEALER 8"                                          | 5,000    | LF   | \$ 0.74    | \$ 3,700.00  | \$ 2.50    | \$ 12,500.00  | \$ 0.74    | \$ 3,700.00  |
| 30                    | PAVEMENT SEALER 12"                                         | 5,000    | LF   | \$ 2.30    | \$ 11,500.00 | \$ 5.00    | \$ 25,000.00  | \$ 1.64    | \$ 8,200.00  |
| 31                    | PAVEMENT SEALER 24"                                         | 2,500    | LF   | \$ 4.60    | \$ 11,500.00 | \$ 10.00   | \$ 25,000.00  | \$ 3.73    | \$ 9,325.00  |
| 32                    | PAVEMENT SEALER (LEGEND)                                    | 2,500    | LF   | \$ 4.60    | \$ 11,500.00 | \$ 15.00   | \$ 37,500.00  | \$ 37.00   | \$ 92,500.00 |
| 33                    | FIRE LANE STRIPING 6"                                       | 2,500    | LF   | \$ 1.00    | \$ 2,500.00  | \$ 6.50    | \$ 16,250.00  | \$ 1.50    | \$ 3,750.00  |
| 34                    | NON-REFLECTORIZED TY II CURB MARKINGS                       | 5,000    | LF   | \$ 0.80    | \$ 4,000.00  | \$ 4.50    | \$ 22,500.00  | \$ 1.75    | \$ 8,750.00  |
| 35                    | NON-REFLECTORIZED TY II CURB MARKINGS W / WORDS PER 15 FEET | 7,500    | LF   | \$ 0.90    | \$ 6,750.00  | \$ 5.50    | \$ 41,250.00  | \$ 2.25    | \$ 16,875.00 |
| 36                    | ADA TY I EMBLEM                                             | 50       | EA   | \$ 150.00  | \$ 7,500.00  | \$ 450.00  | \$ 22,500.00  | \$ 273.00  | \$ 13,650.00 |
| 37                    | ADA TY I EMBLEM (BLUE BACKGROUND)                           | 50       | EA   | \$ 300.00  | \$ 15,000.00 | \$ 600.00  | \$ 30,000.00  | \$ 417.00  | \$ 20,850.00 |
| 38                    | REFL PAV MRKR TY I - A                                      | 250      | EA   | \$ 3.00    | \$ 750.00    | \$ 15.00   | \$ 3,750.00   | \$ 5.77    | \$ 1,442.50  |
| 39                    | REFL PAV MRKR TY I - C                                      | 500      | EA   | \$ 12.00   | \$ 6,000.00  | \$ 15.00   | \$ 7,500.00   | \$ 5.77    | \$ 2,885.00  |
| 40                    | REFL PAV MRKR TY II - A - A                                 | 2,500    | EA   | \$ 8.50    | \$ 21,250.00 | \$ 15.00   | \$ 37,500.00  | \$ 5.73    | \$ 14,325.00 |
| 41                    | REFL PAV MRKR TY II - C - R                                 | 750      | EA   | \$ 12.00   | \$ 9,000.00  | \$ 15.00   | \$ 11,250.00  | \$ 5.77    | \$ 4,327.50  |
| 42                    | REFL PAV MRKR TY II - B - B                                 | 50       | EA   | \$ 20.00   | \$ 1,000.00  | \$ 45.00   | \$ 2,250.00   | \$ 23.00   | \$ 1,150.00  |
| 43                    | TRAFFIC BUTTON TY W / Y                                     | 50       | EA   | \$ 5.00    | \$ 250.00    | \$ 9.00    | \$ 450.00     | \$ 13.13   | \$ 656.50    |
| 44                    | ELIM EXT PAV MRK & MRKS (4")                                | 10,000   | LF   | \$ 1.00    | \$ 10,000.00 | \$ 2.00    | \$ 20,000.00  | \$ 1.00    | \$ 10,000.00 |
| 45                    | ELIM EXT PAV MRK & MRKS (6")                                | 2,000    | LF   | \$ 1.50    | \$ 3,000.00  | \$ 3.00    | \$ 6,000.00   | \$ 1.48    | \$ 2,960.00  |
| 46                    | ELIM EXT PAV MRK & MRKS (8")                                | 1,500    | LF   | \$ 2.50    | \$ 3,750.00  | \$ 4.00    | \$ 6,000.00   | \$ 2.00    | \$ 3,000.00  |
| 47                    | ELIM EXT PAV MRK & MRKS (12")                               | 7,500    | LF   | \$ 4.00    | \$ 30,000.00 | \$ 6.00    | \$ 45,000.00  | \$ 3.00    | \$ 22,500.00 |
| 48                    | ELIM EXT PAV MRK & MRKS (18")                               | 1,000    | LF   | \$ 4.00    | \$ 4,000.00  | \$ 9.00    | \$ 9,000.00   | \$ 4.00    | \$ 4,000.00  |
| 49                    | ELIM EXT PAV MRK & MRKS (24")                               | 1,500    | LF   | \$ 8.00    | \$ 12,000.00 | \$ 12.00   | \$ 18,000.00  | \$ 5.00    | \$ 7,500.00  |
| 50                    | ELIM EXT (RAISED PAVEMENT MARKERS)                          | 1,500    | EA   | \$ 2.00    | \$ 3,000.00  | \$ 5.00    | \$ 7,500.00   | \$ 2.00    | \$ 3,000.00  |
| 51                    | ELIM EXT PAV MRK & MRKS (LEGEND)                            | 2,000    | LF   | \$ 2.75    | \$ 5,500.00  | \$ 65.00   | \$ 130,000.00 | \$ 27.00   | \$ 54,000.00 |
| 52                    | REMOVE TEMPORARY FLEXIBLE ROAD TABS                         | 5,000    | EA   | \$ 0.55    | \$ 2,750.00  | \$ 5.00    | \$ 25,000.00  | \$ 2.50    | \$ 12,500.00 |
| 53                    | REFL (Y) MEDIAN PAINTING                                    | 150      | EA   | \$ 295.00  | \$ 44,250.00 | \$ 600.00  | \$ 90,000.00  | \$ 187.00  | \$ 28,050.00 |
| Delivery Time         |                                                             |          |      | 2-14 days  |              | 365        |               |            |              |
| Bid Certification     |                                                             |          |      | Y          |              | Y          |               | Y          |              |
| Addendum Acknowledged |                                                             |          |      | Y          |              | Y          |               | Y          |              |

NOTES:  
DELIVERY DATE: Successful Bidder shall provide a firm completion date for each job prior to commencement.  
CALLOUTS/RESPONSE TIME: Successful Bidder shall respond to callout requests within 48 hours.

**April 13, 2023**

**Item No. 7.8.**

**Woodson Village Utility Rehab Project Change Order #6**

**Sponsor:** Jennifer Cain, Director Capital Projects

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on change order 6 to a construction contract with Elliott Construction, LLC. in the amount of \$85,181 for construction services related to the Woodson Village Utility Rehabilitation Project.

**Relationship to Strategic Goals:**

Core services and infrastructure

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

**Summary:**

Upon reaching substantial completion of this project an accounting of final quantities was made by the project team. Final quantities of concrete and HMAC (asphalt) were increased due to necessary changes in installation methods upon discovery of multiple utility conflicts that were not apparent on existing record drawings of old infrastructure. Switching from waterline pipe bursting, after observing several issues, such as heaving of pavement and driveways, resulted in changes in installation technique to boring an open cut of new waterlines. This has resulted in the need to make more asphalt repairs, along existing roads and driveways, and concrete repair to existing driveways, curb and gutter sections, and sidewalks. This was done to avoid potential damage to private property and existing utilities, including telecommunications, natural gas, sanitary sewer line, storm sewer lines, and existing water lines needing to be kept in service until the new infrastructure could be placed in operation. Upon substantial completion of the project a final accounting of material installed was reconciled with remaining quantities and the provided adjustments within this change order are made to reconcile final quantities.

In coordination with the Water Services Department, an existing sewer line adjacent to Target was previously added to the project for rehabilitation by pipe bursting to upsize the pipe from a 6-inch diameter to 8-inches in diameter. While pipe bursting this line, an existing 12-inch waterline was found to be directly above and in contact with the 6-inch sewer main. While pipe bursting the main, the water line was damaged and emergency repairs were required to be made.

Also, in coordination with with Water Services Department, a rerouted sewer line design was completed using existing savings in the design contract after coordination with College Station Utilities, due to the proposed development of an electric vehicle charging station in the adjacent area of the Target parking lot. The rerouted sewer line was installed to meet TCEQ separation distances required between potable water and wastewater lines, while quantities were confirmed in the field. These quantities are included as items CO6.1 through CO6.4 in this change order.

This is the closeout (final) change order for this project.

**Budget & Financial Summary:** A combined budget in the amount of \$6,865,000 is included in the Water and Wastewater Capital Projects Funds. A combined total of \$6,367,651 has been expended or committed to date, leaving a combined balance of \$497,349 for this change order and related costs.

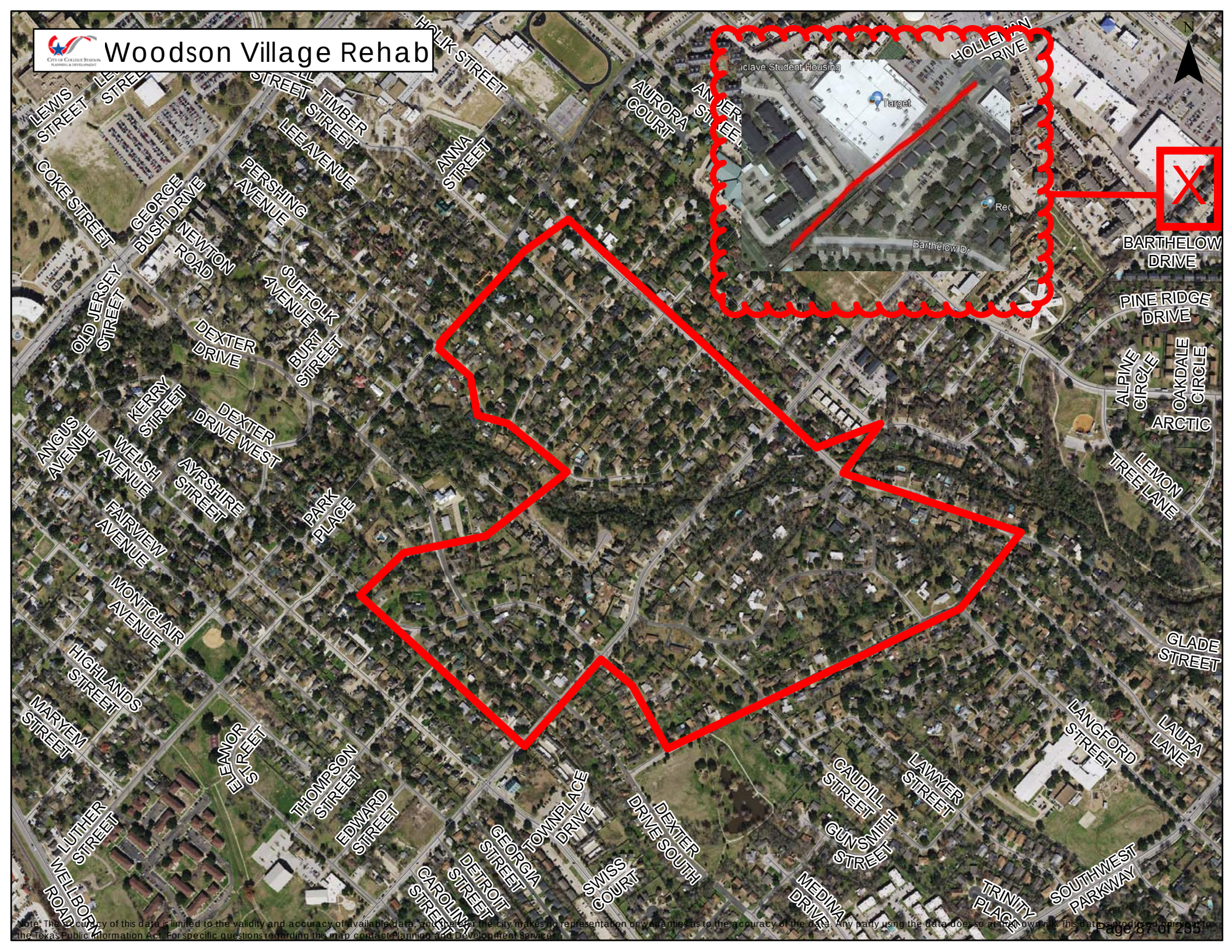
**Attachments:**

1. Woodson Village Rehab Project Map
2. Woodson Village Closeout Change Order





# Woodson Village Rehab





|                           |                                                 |                       |
|---------------------------|-------------------------------------------------|-----------------------|
| <b>CHANGE ORDER NO. 6</b> | DATE: March 20, 2023                            | Contract No. 21300088 |
| P.O.# 21201535            | PROJECT: Woodson Village Utility Rehabilitation |                       |

|                                                                                           |                                                                                |                                           |
|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-------------------------------------------|
| <b>OWNER:</b><br>City of College Station<br>P.O. Box 9960<br>College Station, Texas 77842 | <b>CONTRACTOR:</b><br>Elliott Construction<br>PO BOX 510<br>Wellborn, TX 77881 | Ph: 979- 690- 7071<br>Fax: 979- 690- 7152 |
|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-------------------------------------------|

**PURPOSE OF THIS CHANGE ORDER:**

**A. Final Quantity Adjustments:** Upon reaching substantial completion of the project an accounting of final quantities was made by the project team. Final quantities of concrete and HMAC were increased due to changes in installation methods upon discovery of multiple utility conflicts that were not apparent on existing record drawings of old infrastructure. Switching from waterline pipe bursting, after observing a number of issues, such as heaving of pavement and driveways, resulted in changes in installation technique to boring an open cut of new waterlines. This resulted in the need to make more asphalt repairs, along existing roads and driveways, and concrete repair for existing driveways, curb & gutter sections, and sidewalks. This was done to avoid potential damage to private property and existing utilities including telecom, natural gas, sanitary sewer line, storm sewer lines, and existing water lines needing to be kept in service until the new infrastructure could be placed in operation. Upon substantial completion of the project a final accounting of material installed was reconciled with remaining quantities and the provided adjustments within this change order made in order to reconcile final quantities.

**B. Sanitary Sewer Line Adjustments:** At the request of the Water Services Division, an existing sewer line adjacent to Target was previously added to the project for rehabilitation by pipe bursting to upsize the pipe from a 6-inch diameter to 8-inches in diameter. While pipe bursting this line an existing waterline, of 12-inch diameter, was found to be directly above and in contact with the 6-inch sewer main. While pipe bursting the main the water line was damaged and emergency repairs were made. Coordinating with Water Services, a rerouted sewer line design was performed using existing savings in the design contract after coordination with CSU due to a proposed development of an electric vehicle charging station in the adjacent area of the Target parking lot. To ensure work continued on the project, the rerouted sewer line was installed to meet TCEQ separation distances required between potable water and wastewater lines, while quantities were confirmed in the field. These quantities are included as items CO6.1 through CO6.4 on this change order.

**C. Additional Time:** The contractor is granted an additional 119 days to reach substantial completion to allow for the time required for survey and design coordination of the new sanitary sewer line route adjacent to Target to meet TCEQ requirements, time to procure the materials for the reroute, and time for completion of the work the work.

| ITEM NO | UNIT | DESCRIPTION                                      | UNIT PRICE | ORIGINAL QUANTITY | REVISED QUANTITY | ADDED COST    |
|---------|------|--------------------------------------------------|------------|-------------------|------------------|---------------|
| 5       | SY   | Block Sodding                                    | \$5.00     | 8165              | 9682             | \$7,585.00    |
| 12      | EA   | Abandon Existing Manhole                         | \$550.00   | 6                 | 8                | \$1,100.00    |
| 13      | LF   | Grout 6" Water Line                              | \$15.00    | 5330              | 5520             | \$2,850.00    |
| 31      | LF   | Remove and Replace Curb & Gutter                 | \$24.00    | 1365              | 1497             | \$3,168.00    |
| 32      | SY   | Remove and Replace Concrete Driveway             | \$85.00    | 1310              | 1456             | \$12,410.00   |
| 34      | SY   | Remove and replace asphalt pavement              | \$60.00    | 2514              | 3976             | \$87,720.00   |
| 35      | SY   | Remove and Replace Concrete pavement             | \$85.00    | 243               | 240              | (\$255.00)    |
| 36      | SF   | Remove and Replace Sidewalk                      | \$11.00    | 2156              | 2254             | \$1,078.00    |
| 46      | LF   | 15" SDR-26 via Open Cut with Structural Backfill | \$119.00   | 424               | 474              | \$5,950.00    |
| 47      | LF   | 15" SDR-26 via Open Cut                          | \$74.00    | 777               | 727              | (\$3,700.00)  |
| 53      | LF   | 8" Ductile Iron via Open Cut                     | \$88.00    | 87                | 50               | (\$3,256.00)  |
| 55      | LF   | 8" SDR-26 via Open Cut w/ Structural Backfill    | \$88.00    | 1066              | 1116             | \$4,400.00    |
| 56      | LF   | 8" SDR-26 via Open Cut                           | \$57.00    | 60                | 196              | \$7,752.00    |
| 59      | LF   | 6" HDPE via BOTOC                                | \$46.00    | 10817             | 10652            | (\$7,590.00)  |
| 64      | EA   | 4" Manhole                                       | \$5,480.00 | 49                | 48               | (\$5,480.00)  |
| 65      | EA   | 4' Drop Manhole                                  | \$5,650.00 | 6                 | 4                | (\$11,300.00) |
| 69      | EA   | Sanitary Sewer Access Chamber                    | \$2,480.00 | 14                | 9                | (\$12,400.00) |
| 70      | EA   | Rehab Existing Manhole                           | \$3,800.00 | 11                | 13               | \$7,600.00    |
| 72      | EA   | Vacuum Test Manholes                             | \$315.00   | 69                | 57               | (\$3,780.00)  |
| 73      | LF   | Post Construction TV SS Line                     | \$3.00     | 15816             | 15999            | \$549.00      |
| 75      | EA   | 4" Short Service                                 | \$970.00   | 200               | 184              | (\$15,520.00) |



|       |    |                                                                                      |            |      |       |               |
|-------|----|--------------------------------------------------------------------------------------|------------|------|-------|---------------|
| 76    | EA | 4" Long Service                                                                      | \$1,780.00 | 7    | 6     | (\$1,780.00)  |
| 83    | LF | 12" C-900 via Open Cut with Structural Backfill                                      | \$81.00    | 1531 | 1631  | \$8,100.00    |
| 90    | LF | 12" C-900 via BOTOC                                                                  | \$84.00    | 1259 | 1354  | \$7,980.00    |
| 101   | EA | 8"x6" Tee                                                                            | \$535.00   | 14   | 11    | (\$1,605.00)  |
| 109   | EA | 8" 11.25 degree bend                                                                 | \$325.00   | 23   | 20    | (\$975.00)    |
| 111   | EA | 8"x6" Reducer                                                                        | \$270.00   | 9    | 7     | (\$540.00)    |
| CO4.3 | LF | 8" HDPE via BOTOC                                                                    | \$122.00   | 824  | 714   | (\$13,420.00) |
| CO6.1 | EA | Pothole Water Crossings                                                              | \$415.00   | 0    | 2     | \$830.00      |
| CO6.2 | LF | 8" 2241 Pressure Pipe                                                                | \$95.00    | 0    | 18    | \$1,710.00    |
| CO6.3 | LF | 4" SDR26-ASTM D3034 PVC Sanitary Sewer Line by Open Cut with Non-Structural backfill | \$50.00    | 0    | 60    | \$3,000.00    |
| CO6.4 | EA | Additional Tree Removal                                                              | \$1,500.00 | 0    | 2     | \$3,000.00    |
|       |    |                                                                                      |            |      |       |               |
|       |    |                                                                                      |            |      | TOTAL | \$85,181.00   |

THE NET AFFECT OF THIS CHANGE ORDER IS 1.68% INCREASE.

|                                     |                |        |              |
|-------------------------------------|----------------|--------|--------------|
| LINE 1 (WTWOC-6581/WA1957431)       | \$0.00         |        |              |
| LINE 2 (WTWOC-6581/WA1957431)       | \$0.00         |        |              |
| LINE 3 (WTWOC-6581/WA1957431)       | \$64,461.00    |        |              |
| LINE 4 (SCWOC-6590/WW1957430)       | \$0.00         |        |              |
| LINE 5 (SCWOC-6590/WW1957430)       | \$0.00         |        |              |
| LINE 6 (SCWOC-6590/WW1957430)       | \$20,720.00    |        |              |
| TOTAL CHANGE ORDER                  | \$85,181.00    |        |              |
| ORIGINAL CONTRACT AMOUNT            | \$5,055,913.00 |        |              |
| CHANGE ORDER NO. 1                  | \$126,859.60   | 2.51%  | CHANGE       |
| CHANGE ORDER NO. 2                  | \$32,770.00    | 0.65%  | CHANGE       |
| CHANGE ORDER NO. 3                  | \$76,340.00    | 1.51%  | CHANGE       |
| CHANGE ORDER NO. 4                  | \$139,148.00   | 2.75%  | CHANGE       |
| CHANGE ORDER NO. 5                  | (\$370.00)     | -0.01% | CHANGE       |
| CHANGE ORDER NO. 6                  | \$85,181.00    | 1.68%  | CHANGE       |
| REVISED CONTRACT AMOUNT             | \$5,515,841.60 | 9.10%  | TOTAL CHANGE |
| ORIGINAL CONTRACT TIME              | 330            | Days   |              |
| Time Extension No. 1                | 93             | Days   |              |
| Time Extension No. 2                | 45             | Days   |              |
| Time Extension No. 3                | 45             | Days   |              |
| Time Extension No. 4                | 119            | Days   |              |
| Revised Contract Time               | 632            | Days   |              |
| SUBSTANTIAL COMPLETION DATE         | 5-May-22       |        |              |
| REVISED SUBSTANTIAL COMPLETION DATE | 3-Mar-23       |        |              |

#### APPROVED

\_\_\_\_\_  
A/E CONTRACTOR                      Dat

\_\_\_\_\_  
DEPARTMENT DIRECTOR                      Date

\_\_\_\_\_  
CONSTRUCTION CONTRACTOR                      Date

\_\_\_\_\_  
ASST CITY MGR - CFO                      Date

\_\_\_\_\_  
PROJECT MANAGER                      Date

\_\_\_\_\_  
CITY ATTORNEY                      Date

\_\_\_\_\_  
CITY ENGINEER                      Date

\_\_\_\_\_  
CITY MANAGER                      Date

**April 13, 2023**

**Item No. 7.9.**

**Annual Service Agreement for Utility Line Locates**

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

**Reviewed By CBC:** N/A

**Agenda Caption:** Presentation, discussion, and possible action regarding the rejection of the sole bid received in RFP 23-043, and awarding an annual service agreement for utility locating services to USIC Locating Services, LLC for a not to exceed amount of \$300,000 from RFP 23-045.

**Relationship to Strategic Goals:**

Financially Sustainable City  
Core Services and Infrastructure

**Recommendation(s):** Staff recommends rejection of the sole bid received and a no award for RFP #23-043 and award of bid from USIC Locating Services, LLC for RFP 23-045 in the amount not to exceed \$300,000.

**Summary:** On March 7, 2023, one (1) sealed proposal was received and opened in response to RFP #23-043 for the Annual Service Agreement for Utility Line Locates. Staff evaluated the bid and determined the proposed cost exceeded the budget projected for line locating services. On March 9, 2023, RFP #23-045 was posted in an attempt to solicit additional bids for locating services. On March 24th two (2) sealed proposals were opened and after evaluation, staff recommends award of the proposal from USIC Locating Services, LLC, in the annual amount not to exceed \$300,000.

**Budget & Financial Summary:** The rejection of RFP #23-043 will have no impact on the Electrical budget. Partial funds are available in the Electric O&M budget for the award of proposal and subsequent annual contract awarded to USIC Locating Services, LLC. This item will require additional funding to be proposed to Council on an upcoming FY23 Budget Amendment item.

**Attachments:**

1. 23-045 Locate Services Award Bid Tab

**RFP#23-045 LOCATE SERVICES  
AWARD**

|               |                                            |                  | <b>Olameter Corporation</b> |                     | <b>USIC Locating Services, LLC</b> |                     |
|---------------|--------------------------------------------|------------------|-----------------------------|---------------------|------------------------------------|---------------------|
|               |                                            |                  |                             |                     | (USIC Holdings, Inc.)              |                     |
| <b>Line #</b> | <b>Description</b>                         | <b># Tickets</b> | <b>Unit</b>                 | <b>Extended</b>     | <b>Unit</b>                        | <b>Extended</b>     |
|               | Per 811 Ticket                             | 12,550           | 31.89                       | \$ 400,219.50       | \$ 18.00                           | \$ 225,900.00       |
|               | Project Tickets lasting longer than 15 min | 300              | 71.75                       | \$ 21,525.00        | \$ 15.00                           | \$ 4,500.00         |
|               | Business Hours Emergency Locates           | 100              | 71.75                       | \$ 7,175.00         | \$ 29.00                           | \$ 2,900.00         |
|               | After Hours Emergency Locates              | 50               | 107.62                      | \$ 5,381.00         | \$ 49.00                           | \$ 2,450.00         |
|               | Annual Tickets 12500, rounded up           | 13,000           |                             |                     |                                    |                     |
|               |                                            |                  | <b>Total Price</b>          | <b>\$434,300.50</b> | <b>Total Price</b>                 | <b>\$235,750.00</b> |

Estimated 811 Tickets are rounded up from 12,500 (FY 22 Annual Tickets), o 13,000

Unit Pricing was calculated for Pricing Comparison w/ Vendor Unit Pricing

Due to anticipated growth with Locate Services, the contract value is estimated at \$300,000

**April 13, 2023**

**Item No. 7.10.**

**Presentation, discussion, and possible action on an annual water meter purchase from Aqua Metric Sales Company through a Houston-Galveston Area Council (HGAC) contract for a not to exceed amount of \$193,915.68.**

**Sponsor:** Mary Ellen Leonard, Director of Fiscal Services

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on an annual water meter purchase from Aqua Metric Sales Company through a Houston-Galveston Area Council (HGAC) contract for a not to exceed amount of \$193,915.68.

**Relationship to Strategic Goals:**

Financially Sustainable City  
Core Services and Infrastructure

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

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

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

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

**Attachments:**

1. Aqua Metric - Water Meters



April 03, 2023

Aqua-Metric Sales Company

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

Quote for: City Of College Station

Attention:

Address: Attn: Accounts Payable, Po Box 9973

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

Phone: (979) 764-3555

Email:

| Quantity |    | Description |                         | Unit Price | Line Total |
|----------|----|-------------|-------------------------|------------|------------|
| 75       | EA | OMNIC11-2   | 1 1/2" OMNI C2 1000 USG | 1,289.74   | 96,730.50  |
| 45       | EA | OMNIC2      | 2" OMNI C2 1000 USG     | 1,488.16   | 66,967.20  |
| 6        | EA | OMNIC3      | 3" OMNI C2 1000 USG     | 1,885.01   | 11,310.06  |
| 2        | EA | OMNIC4      | 4" OMNI C2 1000 USG     | 3,273.96   | 6,547.92   |
| 2        | EA | OMNIC6      | 6" OMNI C2 1000 USG     | 5,655.00   | 11,310.00  |
| 125      | EA | TR/PLH      | TR/PL HOUSING ASSEMBLY  | 8.40       | 1,050.00   |

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

1. All quotes are subject to the Aqua-Metric Terms of Sales.
2. Quote is valid for thirty days.
3. If modifications in materials, labor or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single orders exceeding \$20,000.00.
5. Net Thirty Days to Pay.
6. Returned production may be subject to a 25% restocking fee.
7. Sales Tax and/or Freight charges are approximated and may vary on final invoice.

Subtotal 193,915.68

Sales Tax 0.00

**Total 193,915.68**

**April 13, 2023**  
**Item No. 8.1.**  
**College Station Parks Foundation**

**Sponsor:** Steve Wright

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation by David White regarding College Station Parks Foundation.

**Relationship to Strategic Goals:**

**Recommendation(s):** Receive information from this outside organization.

**Summary:** Presentation by David White regarding College Station Parks Foundation.

**Budget & Financial Summary:** None.

**Attachments:**

None

**April 13, 2023**

**Item No. 8.2.**

update on the City's residential occupancy ordinance compliance

**Sponsor:** Bryan Woods, City Manager

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on an update on the City's residential occupancy ordinance compliance.

**Relationship to Strategic Goals:**

Good Governance

**Recommendation(s):** Staff recommends that the City Council receive the information and provide direction.

**Summary:** Staff will provide a review of policy, Council action and enforcement of the residential occupancy ordinance.

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

**Attachments:**

None

**April 13, 2023**  
**Item No. 8.3.**  
**Voluntary Proactive Rental Inspection Program**

**Sponsor:** Debbie Eller, Director of Community Services

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding a process for reporting rental property maintenance violations and a draft Voluntary Proactive Rental Inspection program.

**Relationship to Strategic Goals:**

Neighborhood Integrity, Core Services & Infrastructure

**Recommendation(s):** Staff recommends Council receive presentation and provide feedback.

**Summary:** At the June 11, 2022 meeting, City Council directed staff to implement a system to track complaints regarding property maintenance issues. An issue was added in SeeClickFix to allow for reports of property maintenance violations in rental units. Staff has developed an internal process to assess if tenants have contacted the property owner/property manager regarding the complaint prior to the City reviewing the issue. Staff will respond by initiating an investigation to ensure a violation is present. If so, staff will contact the property owner/manager and ensure the violation is corrected or enforcement action will be pursued.

City Council requested that staff pursue the development of a rental inspection program. As a pilot program, staff developed a draft Voluntary Proactive Rental Inspection program. The presentation will provide additional information regarding the proposed program, outreach completed, next steps needed for implementation and request feedback.

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

**Attachments:**

1. Draft Voluntary Rental Inspection Ordinance
2. Draft Inspection Checklist



## **Voluntary Proactive Rental Inspection Program**

Sec. XXX-XX.

### **Purpose.**

The purpose of this program is to establish a voluntary proactive rental inspection program, list of pre-qualified inspectors, and list of rental properties that have been inspected to ensure rental properties are safe and healthy for renters, that they are regularly maintained, and to reduce the potential of blighting influences on neighborhoods. It is not the intent of this article to determine the rights and liabilities of persons under agreements to which the City is not a party. This article shall not be construed to alter the terms of any lease or other agreement between a landlord and a tenant or others relating to property that is the subject of this article, provided that no provision of any lease or other agreement shall be construed to excuse non-compliance with this article.

### **Scope.**

This is a voluntary program of rental inspections. The inspection(s) for this program would be for basic health and safety issues completed by a pre-approved list of licensed or certified inspectors.

### **Definitions.**

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

**Administrator** means the City Manager or designee.

**Duplex dwelling** is as defined in Article 11, "Definitions," of the Unified Development Ordinance (see App. A).

**Inspection Checklist** is a City developed standardized inspection checklist. This checklist is subject to change from time to time, as determined by the City's Code Enforcement Division.

**Multi-family dwelling** is as defined in Article 11. "Definitions," of the Unified Development Ordinance (see App. A).

**Pre-Qualified Inspector** is a certified and/or licensed inspector who has submitted credentials that qualifies the inspector to be included on a publicized list for the Voluntary Proactive Rental Inspection Program.

**Rental property** means any type of housing unit that is not owner occupied, whether or not rent is charged. The term "rental property" includes, but is not limited to, properties rented to students, families, or any other persons; properties in which a family member of the owner

resides in the home but the owner does not (regardless of whether additional persons also reside in the home); and properties where a property caretaker lives in the home but the owner does not. Properties that are subject to Short-term Rental Ordinance (2022-4411) are not subject to the Voluntary Rental Inspection Program.

***Single-family dwelling*** is as defined in Article 11, "Definitions," of the Unified Development Ordinance (see App. A).

***Voluntary Proactive Rental Inspection List*** is a list maintained by the Administrator that indicates rental properties that have meet the requirements of the Voluntary Proactive Rental Inspection Program. This list will be posted on the City's website and shared with the Texas A&M University Off-Campus Housing Office.

### **Voluntary Proactive Rental Inspection Program.**

Any owner or manager of a rental property may participate in the Voluntary Proactive Rental Inspection Program by completing a form provided by the Administrator and providing an inspection checklist completed by a pre-qualified inspector. FEE?? The information required to participate in the program includes:

- 1) Address of the rental property;
- 2) Owner and contact information, to include phone number and email address for the owner;
- 3) Type of rental property, such as single-family, duplex, 4-plex, multi-family;
- 4) Local contact person with contact information, to include phone number and email address, in the case of an absentee owner. The local contact must reside within thirty (30) miles of City Hall. Any change in local contact information must be reported to the Administrator in writing within thirty (30) days of any changes.
- 5) Completed Voluntary Proactive Rental Inspection Checklist. The checklist must be completed by a Pre-Qualified Inspector. This checklist is subject to change from time to time, as determined by the Administrator.
  - a. The owner of the property will be responsible for scheduling the times for inspection and receiving any needed access or permissions from the tenant.
  - b. The inspector must provide a completed City inspection form for each unit and any associated notes or corrections that were required for compliance.
  - c. The inspection will not be considered complete until the property is deemed compliant by the inspector with all of the checklist items identified.
  - d. The inspector must sign and provide an affidavit of physical inspection, including dates of inspections, any corrections required, dates completed, and description of unit(s) and area(s) inspected.

- e. The inspector must also attest that they, or their company have no financial, ownership, business interest in or work for a management company responsible for the properties inspected. Such attestation shall be in writing on a form approved by the Administrator.

Other information shall likewise be provided, as deemed necessary by the Administrator.

#### **Right to Re-Inspect.**

If the Administrator has reason to believe that an inspection performed by a third-party was done inappropriately, the City reserves the right to perform an independent inspection to determine compliance with this program. The owner or manager shall pay a non-refundable re-inspection fee established in Section 2-117.

If the owner refuses to allow the City to re-inspect the property, the certificate will be immediately revoked, and the property will be removed from the posted list and Texas A&M University of Off-Campus Housing will be notified. If during the re-inspection no violations are found, the owner shall not be charged the fee.

#### **Prohibition of Inspector.**

If a third-party inspector completes an inspection on a property and that property has been audited and found to be in violation of this program for a second time, that non-City inspector shall not be allowed to participate in this program for a period of at least five years, unless approved by the Administrator.

#### **Multi-Family Units Required to be Inspected.**

For a multi-family property to be included on the list, 25% of the units must be randomly inspected. The Pre-Qualified Inspector will be responsible for identifying the units to be inspected.

#### **Certificate.**

A certificate will be issued for any rental unit or rental complex that has met the requirements for the Voluntary Proactive Rental Inspection Program and the property will be included on a list posted on the City's website and shared with the Texas A&M University Off-Campus Housing Office. The certificate shall be good for a period of five years from the date of certification unless revoked according to the terms of this Section.

#### **Revocation of Certificate.**

Should violations be found on the property following the issuance of the certificate, the owner shall abate such violations within the timeframe provided by the City. If the violations are not abated within that timeframe, the City shall have the right to revoke the property's certificate.

Should the certificate be revoked, the owner must reapply and meet all requirements of the program to be reinstated.

DRAFT

## Voluntary Proactive Rental Inspection

Date of Inspection

Type of Inspection

|                      |                      |                      |
|----------------------|----------------------|----------------------|
| Initial              | Special              | Reinspection         |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Property Address

Year Constructed

Housing Type

|                      |                        |
|----------------------|------------------------|
| <input type="text"/> | Single Family Detached |
| <input type="text"/> | Duplex                 |
| <input type="text"/> | Townhome               |
| <input type="text"/> | Condo                  |
| <input type="text"/> | Multi-Family           |
| <input type="text"/> | Manufactured Home      |

Contact Name

Owner:

Local Contact:

Address of Owner or Local Contact

Phone Number / Email Address

### Inspection Checklist

| No. | Exterior                                                                                                                                                                                                                                                                                                                                                                   | Pass | Fail | Comments |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|----------|
| 1   | Address number for the unit(s) is posted in plain view thus: (a) street address on complex's monument sign, and (b) identify each building by number, letter (or description if Office, clubhouse, storage, etc.), (c) each dwelling unit's ID (number or letter) must be clearly visible. All of the above must be quickly and readably visible, without search struggle. |      |      | DRAFT    |
| 2   | No large cracks or holes in foundations, roof, floor, or walls that may be a structural or infestation concern. Maintained weatherproof and properly surface coated to prevent deterioration.                                                                                                                                                                              |      |      |          |
| 3   | Walls, roof, floors, and foundation appear structurally sound and free from defects.                                                                                                                                                                                                                                                                                       |      |      |          |
| 4   | Stairs, treads, and stringers are not broken or cracked and have relatively uniform riser height.                                                                                                                                                                                                                                                                          |      |      |          |
| 5   | Decks/stairways have hand and/or guard rails in place                                                                                                                                                                                                                                                                                                                      |      |      |          |
| 6   | Stormwater discharge, downspouts, and site grading adequate to avoid drainage issues.                                                                                                                                                                                                                                                                                      |      |      |          |
| 7   | All exterior doors are in good working order and have functional locks, included a deadbolt and sliding glass door lock.                                                                                                                                                                                                                                                   |      |      |          |
| 8   | Exterior light fixtures illuminating each entrance and it is operational.                                                                                                                                                                                                                                                                                                  |      |      |          |
| 9   | Trash containers properly stored and adequate for number of tenants.                                                                                                                                                                                                                                                                                                       |      |      |          |
| 10  | Windows or screens are not broken or missing/damaged.                                                                                                                                                                                                                                                                                                                      |      |      |          |
| 11  | Adequate and defined off street parking.                                                                                                                                                                                                                                                                                                                                   |      |      |          |
| 12  | Exterior sidewalks & driveways to be kept in good repair, free of trip hazards.                                                                                                                                                                                                                                                                                            |      |      |          |
| 13  | Defacement of exterior property - no markings, carving, graffiti, or willful damage.                                                                                                                                                                                                                                                                                       |      |      |          |
| 14  | Controlled access locked gates on the premises are equipped with a KNOX Rapid Entry System.                                                                                                                                                                                                                                                                                |      |      |          |

|    |                                                                                                                  |  |  |  |
|----|------------------------------------------------------------------------------------------------------------------|--|--|--|
| 15 | <b>Interior</b>                                                                                                  |  |  |  |
| 16 | Smoke detectors installed and functioning properly in each bedroom and on each level.                            |  |  |  |
| 17 | Carbon monoxide detectors installed on each level and functioning, if required.                                  |  |  |  |
| 18 | Plumbing system functioning properly and no visible leaks. (sinks, bath tub/shower, toilets, supply lines, etc.) |  |  |  |
| 19 | Hot water reaches adequate temperature ???                                                                       |  |  |  |
| 20 | No missing electrical cover plates.                                                                              |  |  |  |
| 21 | No bare, exposed, or unsupported wiring.                                                                         |  |  |  |
| 22 | Electrical receptacles and fixtures function properly.                                                           |  |  |  |
| 23 | No excessive number of electrical appliances plugged into a single outlet that may overload circuit.             |  |  |  |
| 24 | Bathroom(s) have openable window or functioning exhaust fan free from lint accumulation.                         |  |  |  |
| 25 | Minimum ceiling height of 7' or greater throughout over 50% of each livable area within dwelling.                |  |  |  |
| 26 | Adequate exits and windows open fully and meet egress requirements                                               |  |  |  |
| 27 | Stairs, treads, and stringers are not broken or cracked and have relatively uniform riser height.                |  |  |  |
| 28 | Stairways have hand and/or guard rails in place.                                                                 |  |  |  |
| 29 | Floor is free of trip hazards.                                                                                   |  |  |  |
| 30 | Heating adequate to maintain 67 degrees or higher throughout the livable area.                                   |  |  |  |
| 31 | Furnace is properly vented.                                                                                      |  |  |  |
| 32 | Clothes dryer is properly vented.                                                                                |  |  |  |
| 33 | No evidence of uncorrected mold and/or water leakage from the foundations, ceiling, or walls.                    |  |  |  |
| 34 | No accumulation that may pose an infestation, exit, or fire risk.                                                |  |  |  |
| 35 | No evidence of rodent or pest infestation.                                                                       |  |  |  |
| 36 | Fire separation is met between dwelling and garage.                                                              |  |  |  |
| 37 | Fire extinguishers are present and not outdated.                                                                 |  |  |  |

DRAFT

Inspector

Printed Name

Signature

Date

**April 13, 2023**

**Item No. 9.1.**

**Resolution directing publication of notice of intention to issue certificates of obligation, series 2023**

**Sponsor:** Mary Ellen Leonard, Director of Fiscal Services

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on a resolution directing publication of notice of intention to issue Certificates of Obligation, Series 2023; and providing an effective date.

**Relationship to Strategic Goals:**

Good Governance

Financial Sustainability

Core Services & Infrastructure

Improving Mobility

Sustainable City

**Recommendation(s):** Staff recommends Council approve the attached resolution directing publication of notice of the intention to issue certificates of obligation.

**Summary:** The City Council is authorized to approve the issuance of certificates of obligation (COs) after approving a resolution directing notices to be published of the intent to issue the Certificates.

The City of College Station typically issues debt to fund various capital projects identified and approved as a part of the annual budget.

Certificates of Obligation (COs) are based on the full faith and credit of the City and are paid primarily through the debt service portion of the ad valorem tax rate. Certificates of Obligation must include at least one additional revenue stream besides the debt service portion of the tax rate (such as utility revenues). The City's policy for issuing Certificates of Obligation allows more flexibility than issuing General Obligation Bonds, particularly since other revenues are anticipated to assist in debt service. The City's Financial Advisor and Bond Counsel recommend that the City issue Certificate of Obligations for utility projects instead of Utility Revenue Bonds (URBs); the pledge of the City's ad valorem tax base is a stronger credit than utility revenues and thus lowers the cost of borrowing. This has been the practice of the City since 2008. The Utility systems will cover their associated portion of debt service through utility revenues. The Certificates will be used to fund street, parks, technology, electric, water and wastewater projects, and pay debt issuance costs. The maximum amount of Certificates of Obligation indebtedness that may be authorized to be sold is \$30,100,000.

At the June 8th meeting, the City Council will consider the approval of sale parameters ordinance for the Certificates of Obligation Bonds, and the General Obligation Bonds depending upon market conditions. A sale parameters ordinance appoints a Paying Agent/Registrar, appoints Underwriters, adopts Bond Ordinances and authorizes the preparation of the Official Statements for the Certificates of Obligations and General Obligation Bonds. If the City is not prepared to issue the Certificates of Obligation and General Obligation Bonds at the June 8th meeting, the City Council may postpone adoption of the ordinance for up to ninety days from June 8th.

**Budget & Financial Summary:** The staff reviewed the impact of the Certificates and General Obligation Bonds on the City's ability to meet debt service requirements and the effect they may have

on the ad valorem tax rate. The recommendation is to move forward with this issuance. The impact on the tax rate and utility rates will be reviewed annually as part of the financial forecast and budget preparation.

**Attachments:**

1. Notice v2
2. Revised 2023 Debt Issue
3. Notice Resolution v2



## NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

The City Council of the City of College Station will consider the passage of an ordinance or ordinances authorizing the issuance of one or more series of interest bearing certificates of obligation (the "Certificates") in the principal amount not to exceed \$30,100,000 for paying all or a portion of the City's contractual obligations to be incurred in connection with constructing, improving, acquiring and equipping the following projects: (i) streets and roads including related drainage, landscaping, signalization, lighting, pedestrian improvements and signage related thereto; (ii) information technology and communication equipment; (iii) improvements and extensions to the City's combined waterworks, sewer and electric systems including distribution, transmission, system lines, lift stations, pumps, storage tanks, metering, wells, plant improvements, and acquisition of interests in land for such purposes; and (iv) the payment of fiscal, engineering and legal fees incurred in connection therewith.

The City proposes to provide for the payment of such Certificates from the levy and collection of ad valorem taxes in the City as provided by law, and from a limited pledge (not to exceed \$1,000) of the surplus revenues of the City's waterworks, sewer and electric systems, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks, sewer and electric systems. The Certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Chapter 271, Subchapter C.

The City Council tentatively proposes to adopt the ordinance(s) authorizing the Certificates at a meeting to be held at 7:00 P.M. on June 8, 2023 to be held at City Hall, 1101 Texas Avenue, College Station, TX 77840. The ordinance(s) may authorize an authorized officer of the City to effect the sale and delivery of the Certificates on a date or dates subsequent to the adoption of the ordinance(s).

The following information is provided to comply with Tex. H.B. 477, 86 Leg., R.S. (2019). The current principal of all outstanding debt obligations of the City is \$222,668,586. The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full, is \$288,804,689. The maximum principal amount of the Certificates to be authorized is \$30,100,000 and the estimated combined principal and interest required to pay the Certificates to be authorized on time and in full is \$43,504,981. The maximum interest rate for the Certificates may not exceed the maximum legal interest rate. The maximum maturity date of the Certificates to be authorized is February 15, 2043. The above information excludes \$209,401,414 in principal amount of the following obligations the City has designated as self-supporting and which the City reasonably expects to pay from revenue sources other than ad valorem taxes: General Obligation Improvement and Refunding Bonds, Series 2013; General Obligation Improvement and Refunding Bonds, Series 2014; General Obligation Improvement and Refunding Bonds, Series 2016; General Obligation Improvement and Refunding Bonds, Series 2017; General Obligation Refunding Bonds, Series 2020 and Series 2020A and Certificates of Obligation Series 2013, Series 2014, Series 2016, Series 2017, Series 2018, Series 2019, Series 2020, Series 2021 and Series 2022. In the event these self-supporting revenue sources are insufficient to pay debt service, the City is obligated to levy ad valorem taxes to pay such debt obligations. Information regarding the self-supporting debt and all other debt of the City may be obtained by contacting the Director of Fiscal Services at 1101 Texas Avenue, College Station, TX 77840 and by phone at 979-764-3645.

CITY OF COLLEGE STATION, TEXAS

## 2023 Debt Issue

| General Government 2022 General Obligation Authorization |                     |                                                           |        |        |
|----------------------------------------------------------|---------------------|-----------------------------------------------------------|--------|--------|
| Street Projects                                          |                     |                                                           |        |        |
|                                                          | 2,000,000           | Rock Prairie Road East Widening                           | ST2303 | 20 Yrs |
| Total                                                    | \$ 2,000,000        |                                                           |        |        |
| Park Projects                                            |                     |                                                           |        |        |
|                                                          | 750,000             | Bachmann Little League and Senior League/Soccer Buildings | PK2304 | 20 Yrs |
|                                                          | 200,000             | Pickleball/Futsal Courts                                  | PK2305 | 7 Yrs  |
|                                                          | 200,000             | Bee Creek/Central Park Tennis Courts                      | PK2306 | 7 Yrs  |
|                                                          | 400,000             | Mabel Clare Thomas Park Redevelopment                     | PK2307 | 7 Yrs  |
|                                                          | 150,000             | Lincoln Center Area Improvements                          | PK2308 | 7 Yrs  |
|                                                          | 700,000             | Central Park Operations Shop                              | PK2309 | 20 Yrs |
| Total                                                    | \$ 2,400,000        |                                                           |        |        |
| Vertical, Facilities, IT Projects                        |                     |                                                           |        |        |
|                                                          | 2,500,000           | Fire Station #7                                           | GG2306 | 20 Yrs |
| Total                                                    | \$ 2,500,000        |                                                           |        |        |
| <b>All GOB Subtotal</b>                                  | <b>\$ 6,900,000</b> |                                                           |        | 18.65% |
| General Government Certificates of Obligation            |                     |                                                           |        |        |
| Vertical, Facilities, IT Projects                        |                     |                                                           |        |        |
|                                                          | 1,000,000           | IT Revolver                                               | COTBD  | 7 Yrs  |
| Total                                                    | \$ 1,000,000        |                                                           |        |        |
| Street Projects                                          |                     |                                                           |        |        |
|                                                          | 5,000,000           | Streets Revolver                                          | ST2301 | 20 Yrs |
|                                                          | 3,800,000           | Jones Butler Road Extension and Roundabout                | ST2006 | 20 Yrs |
| Total                                                    | \$ 8,800,000        |                                                           |        |        |
| <b>Governmental CO Subtotal</b>                          | <b>\$ 9,800,000</b> |                                                           |        | 26.49% |

### Utility Certificates of Obligation

#### Water Projects

|       |              |                                                        |           |        |
|-------|--------------|--------------------------------------------------------|-----------|--------|
|       | 800,000      | Wells 1, 2 & 3 MCC Replacement                         | WA1800005 | 20 Yrs |
|       | 1,000,000    | Lincoln Avenue Rehab                                   | WA1900002 | 20 Yrs |
|       | 5,250,000    | Jones Butler Rehab                                     | WA2001    | 20 Yrs |
|       | 500,000      | State Highway 6 Utility Relocates (Graham to Barron)   | WA2205    | 20 Yrs |
|       | 250,000      | State Highway 6 Utility Relocates (Sonoma to Victoria) | WA2206    | 20 Yrs |
| Total | \$ 7,800,000 |                                                        |           |        |

#### Wastewater Projects

|       |              |                                  |           |        |
|-------|--------------|----------------------------------|-----------|--------|
|       | 250,000      | McCulloch Utility Rehab          | WW1900001 | 20 Yrs |
|       | 500,000      | Carter Creek Blower Bldg #3 Repl | WW1900003 | 20 Yrs |
|       | 500,000      | Carter Creek Blower Bldg #2 Repl | WW1800003 | 20 Yrs |
|       | 500,000      | Alum Creek Sewer Trunkline       | WW2301    | 20 Yrs |
|       | 250,000      | Krenek Tap Rehab                 | WW2203    | 20 Yrs |
| Total | \$ 2,000,000 |                                  |           |        |

#### Electric Projects

|       |               |                                           |         |        |
|-------|---------------|-------------------------------------------|---------|--------|
|       | 275,000       | General Plant                             | Various | 20 Yrs |
|       | 7,485,000     | Overhead & Underground Imp.; Distribution | Various | 20 Yrs |
|       | 2,740,000     | Transmission Projects                     | Various | 20 Yrs |
| Total | \$ 10,500,000 |                                           |         |        |

|                            |                      |               |
|----------------------------|----------------------|---------------|
| <b>Utility CO Subtotal</b> | <b>\$ 20,300,000</b> | <b>54.86%</b> |
|----------------------------|----------------------|---------------|

|                        |                      |
|------------------------|----------------------|
| <b>All CO Subtotal</b> | <b>\$ 30,100,000</b> |
|------------------------|----------------------|

|                  |                      |
|------------------|----------------------|
| Total Debt Issue | <u>\$ 37,000,000</u> |
|------------------|----------------------|

|                                                  |            |
|--------------------------------------------------|------------|
| Est. Issuance Costs (0.75% of total debt issued) | \$ 278,000 |
|--------------------------------------------------|------------|

|       |               |
|-------|---------------|
| Total | \$ 37,278,000 |
|-------|---------------|

## CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS  
COUNTY OF BRAZOS  
CITY OF COLLEGE STATION

We, the undersigned officers of the City of College Station, Texas (the **City**), hereby certify as follows:

1. The City Council of the City convened in a regular meeting on April 13, 2023 at City Hall, and the roll was called of the duly constituted officers and members of this City Council, as follows:

|                                       |                                     |
|---------------------------------------|-------------------------------------|
| John Nichols, Mayor                   | Mark Smith, Place 1 Councilman      |
| William Wright, Place 2 Councilman    | Linda Harvell, Place 3 Councilwoman |
| Elizabeth Cunha, Place 4 Councilwoman | Bob Yancy, Place 5 Councilman       |
| Dennis Maloney, Place 6 Councilman    |                                     |

and all of the persons were present except \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

### A RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, SERIES 2023; AND PROVIDING AN EFFECTIVE DATE

was duly introduced for the consideration of this City Council. It was then duly moved and seconded that the resolution (the **Resolution**) be approved, and, after discussion, the motion prevailed and carried by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_

2. A true, full and correct copy of the Resolution is attached to and follows this certificate and the Resolution has been duly recorded in the City Council's minutes of the Meeting. The above paragraph is a true, full and correct excerpt from the City Council's minutes of the meeting at which the Resolution was approved. The persons named above are the duly chosen, qualified and acting officers and members of the City Council. Each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the meeting, and that the Resolution would be introduced and considered at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose, and that the meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code.

3. The Mayor of the City has approved and hereby approves the Resolution, and the Mayor and the City Secretary of the City have duly signed the Resolution, and the Mayor and the City Secretary of the City hereby declare that their signing of this certificate shall constitute the signing of the attached and following copy of the Resolution for all purposes.

PASSED AND APPROVED ON APRIL 13, 2023.

---

Tanya D. Smith  
City Secretary

---

John Nichols  
Mayor

(City Seal)

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION  
TO ISSUE CERTIFICATES OF OBLIGATION, SERIES 2023; AND  
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of College Station (the **City**) expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described in "Exhibit A" to this Resolution prior to the issuance of the Certificates of Obligation hereinafter described; and

WHEREAS, the City Council hereby finds, considers and declares that the reimbursement of the payment by the City of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the U.S. Treasury Regulations, to reimburse itself for such payments at such time as it issues the hereinafter described Certificates of Obligation; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. That attached hereto and marked "Exhibit A" is a form of notice (the "Notice"), the form and substance of which are hereby passed and approved.

Section 2. That the City Secretary shall cause the Notice to be published, in the form attached hereto, in the "*Bryan-College Station Eagle*", a newspaper of general circulation in the City, for two consecutive weeks, the date of the first publication to be before the 45th day before the day tentatively proposed for authorizing the issuance of the Certificates of Obligation as shown in the Notice. Additionally, the Notice shall be posted continuously on the City's website for at least forty-five days before the date tentatively set for final passage of the ordinance or ordinances authorizing the issuance of the Certificates of Obligation.

Section 3. That the facilities and improvements to be financed with proceeds from the proposed Certificates of Obligation are to be used for the purposes described in "Exhibit A" hereto.

Section 4. That all costs to be reimbursed pursuant to this Resolution will be capital expenditures; the proposed Certificates of Obligation shall be issued within 18 months of the later of (i) the date the expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the Certificates of Obligation will not be issued pursuant to this Resolution on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.

Section 5. That this Resolution shall be effective immediately upon passage and adoption.

PASSED AND APPROVED ON APRIL 13, 2023.

---

John Nichols, Mayor

ATTEST:

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Tanya D. Smith, City Secretary

(City Seal)

APPROVED:



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McCall, Parkhurst & Horton L.L.P.  
Bond Counsel

## EXHIBIT A

### NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

The City Council of the City of College Station will consider the passage of an ordinance or ordinances authorizing the issuance of one or more series of interest bearing certificates of obligation (the "Certificates") in the principal amount not to exceed \$30,100,000 for paying all or a portion of the City's contractual obligations to be incurred in connection with constructing, improving, acquiring and equipping the following projects: (i) streets and roads including related drainage, landscaping, signalization, lighting, pedestrian improvements and signage related thereto; (ii) information technology and communication equipment; (iii) improvements and extensions to the City's combined waterworks, sewer and electric systems including distribution, transmission, system lines, lift stations, pumps, storage tanks, metering, wells, plant improvements, and acquisition of interests in land for such purposes; and (iv) the payment of fiscal, engineering and legal fees incurred in connection therewith.

The City proposes to provide for the payment of such Certificates from the levy and collection of ad valorem taxes in the City as provided by law, and from a limited pledge (not to exceed \$1,000) of the surplus revenues of the City's waterworks, sewer and electric systems, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks, sewer and electric systems. The Certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Chapter 271, Subchapter C.

The City Council tentatively proposes to adopt the ordinance(s) authorizing the Certificates at a meeting to be held at 7:00 P.M. on June 8, 2023 to be held at City Hall, 1101 Texas Avenue, College Station, TX 77840. The ordinance(s) may authorize an authorized officer of the City to effect the sale and delivery of the Certificates on a date or dates subsequent to the adoption of the ordinance(s).

The following information is provided to comply with Tex. H.B. 477, 86 Leg., R.S. (2019). The current principal of all outstanding debt obligations of the City is \$222,668,586. The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full, is \$288,804,689. The maximum principal amount of the Certificates to be authorized is \$30,100,000 and the estimated combined principal and interest required to pay the Certificates to be authorized on time and in full is \$43,504,981. The maximum interest rate for the Certificates may not exceed the maximum legal interest rate. The maximum maturity date of the Certificates to be authorized is February 15, 2043. The above information excludes \$209,401,414 in principal amount of the following obligations the City has designated as self-supporting and which the City reasonably expects to pay from revenue sources other than ad valorem taxes: General Obligation Improvement and Refunding Bonds, Series 2013; General Obligation Improvement and Refunding Bonds, Series 2014; General Obligation Improvement and Refunding Bonds, Series 2016; General Obligation Improvement and Refunding Bonds, Series 2017; General Obligation Refunding Bonds, Series 2020 and Series 2020A and Certificates of Obligation Series 2013, Series 2014, Series 2016, Series 2017, Series 2018, Series 2019, Series 2020, Series 2021 and Series 2022. In the event these self-supporting revenue sources are insufficient to pay debt service, the City is obligated to levy ad valorem taxes to pay such debt obligations. Information regarding the self-supporting debt and all other debt of the City may be obtained by contacting the Director of Fiscal Services at 1101 Texas Avenue, College Station, TX 77840 and by phone at 979-764-3645.

CITY OF COLLEGE STATION, TEXAS



**April 13, 2023**  
**Item No. 9.2.**  
**2774 and 2840 Barron Road Rezoning**

**Sponsor:** Jeff Howell, Senior Planner

**Reviewed By CBC:** Planning & Zoning Commission

**Agenda Caption:** Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4 "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from R Rural to SC Suburban Commercial for approximately 7.5 acres of land located at 2774 and 2840 Barron Road, generally located north of the intersection of Barron Road and William D. Fitch Parkway.

**Relationship to Strategic Goals:**

Diverse & Growing Economy

**Recommendation(s):** Staff recommends approval of this rezoning request as it is in line with the Comprehensive Plan and compatible with the surrounding area.

**Summary:** This request is to rezone approximately 7.525 acres of land generally located north of the intersection of Barron Road and William D. Fitch Parkway from R Rural to SC Suburban Commercial. The tract (consisting of two un-platted properties developed as single-family detached and mobile home residential structures) was originally zoned R Rural upon annexation to the City in 1995. This zoning request is an effort to provide additional suburban commercial uses to the area. The applicant is requesting the zoning district change to allow for a proposed redevelopment of the property consisting of an office, bank, and retail uses which are not allowed on properties zoned R Rural.

**REZONING REVIEW CRITERIA**

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

The subject tract is designated as Neighborhood Commercial on the Comprehensive Plan Future Land Use & Character Map. 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
- Support some residential uses that are compatible with the surrounding neighborhood character

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

The proposed SC Suburban Commercial zoning district allows for smaller-scale commercial developments which are in line with the Comprehensive Plan.

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

the surrounding area:

The subject property is located at the intersection of a highway/freeway (William D. Fitch Parkway) and a minor arterial (Barron Road). The area around the intersection is developed as suburban commercial uses (medical clinic, retail, office, and a governmental facility) and behind the commercial properties are single-family residential neighborhoods. The proposed zoning district is appropriate in the context of the area as it would allow for a commercial development on the intersection of two major thoroughfares and located on the edge of an existing residential development.

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 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, wastewater, stormwater, 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 site redevelopment shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The subject property is located at the intersection of Barron Road and William D. Fitch Parkway, and also Hofburg Drive, and William D. Fitch Parkway. Barron Road is identified as a Minor Arterial, while William D. Fitch is identified as a Proposed Freeway on the Thoroughfare Plan. The property is also adjacent to Hofburg Drive, which is a local street. The existing use is expected to generate more than 150 trips in any peak hour; therefore, a Traffic Impact Analysis (TIA) was required and submitted with the application. The TIA recommended that a right-turn deceleration lane is warranted on William D. Fitch Parkway at Hofburg Drive and TXDOT approval would be required for the modification to William D. Fitch Parkway.

5. The marketability of the property: The applicant states there is little marketability as a multi-acre residential lot under the current zoning. Rezoning the property to SC Suburban Commercial will make the property more marketable in the future since, as stated by the applicant, there is a demand for suburban commercial uses in the area.

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

**Attachments:**

1. Ordinance
2. Vicinity Map, Aerial, and Small Area Map
3. Rezoning Exhibit
4. Background Information
5. Applicant's Supporting Information
6. Rezoning Map
7. Existing 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 FROM R RURAL TO SC SUBURBAN COMMERCIAL AFFECTING APPROXIMATELY 7.5 ACRES AT 2774 AND 2840 BARRON ROAD, GENERALLY LOCATED NORTH OF THE INTERSECTION OF BARRON ROAD AND WILLIAM D. FITCH PARKWAY CERTAIN PROPERTIES AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**PASSED, ADOPTED, and APPROVED this 13<sup>th</sup> day of April, 2023.**

**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 R Rural to SC Suburban Commercial:

FIELD NOTES  
7.525 ACRES

Being all that certain tract or parcel of land lying and being situated in the ROBERT STEVENSON LEAGUE, Abstract No. 54, in College Station, Brazos County, Texas and being part of the called 5.00 acre tract described in the deed from Credit Acceptance Corporation to B.D. Pittman and wife, Cynthia R. Pittman recorded in Volume 1666, Page 191 of the Official Records of Brazos County, Texas (O.R.B.C.) and being part of the called 5.00 acre tract described in the deed from Fritz R. Walther and wife, Elizabeth M. Walther to Charles Bullard Carnes and wife, Lynn Anderson Carnes recorded in Volume 433, Page 14 of the Brazos County Deed Records (B.C.D.R.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the common east corner of this herein described tract and the called 5.00 acre Carnes tract, said iron rod also marking the south corner of Lot 3, Block 1, BARRON CREST SUBDIVISION according to the Final Plat recorded in Volume 13019, Page 194 (O.R.B.C.) and being in the northwest right-of-way line of Barron Road (based on a 90-foot width);

THENCE: S 42°32'49" W (DEED CALL: S 45°09'00" W) along the northwest right-of-way line of said Barron Road, at 322.83 feet, pass a found 1/2-inch iron rod marking the south corner of the called 5.00 acre Carnes tract and the east corner of the called 5.00 acre Pittman remainder tract, continue for a total distance of 487.90 feet to a chiseled "V" in concrete set for the common south corner of this tract and the called 5.00 acre Pittman remainder tract, said chiseled "V" in concrete also being in the northeast right-of-way line of William D. Fitch Parkway (width varies);

THENCE: along the northeast right-of-way line of said William D Fitch Parkway for the following four (4) calls:

- 1) N 53°07'13" W (DEED CALL: N 53°04'12" W – 83.28') for a distance of 67.52 feet to a 1/2-inch iron rod set for angle point,
- 2) N 48°09'37" W (DEED CALL: N 48°06'36" W) for a distance of 328.15 feet to a found concrete TxDOT right-of-way monument marking an angle point,
- 3) N 47°09'31" W (DEED CALL: N 47°06'30" W) for a distance of 262.65 feet to a found concrete TxDOT right-of-way monument marking an angle point, and
- 4) N 49°18'22" W (DEED CALL: N 49°15'21" W) for a distance of 18.02 feet to a 1/2-inch iron rod set for the common west corner of this herein described tract and the called 5.00 acre Pittman remainder tract, said iron rod also being in the southeast right-of-way line of Hofburg Drive (based on a 60-foot width);

THENCE: N 44°48'53" E (DEED CALL: N 48°02'00" E) along the southeast right-of-way line of said Hofburg Drive, at 167.42 feet, pass a found 1/2-inch iron rod marking the north corner of the called 5.00 acre Pittman tract and the west corner of the called 5.00 acre Carnes tract, continue for a total distance of 489.05 feet to a found 1/2-inch iron rod marking the common north corner of this tract and the called 5.00 acre Carnes tract, said iron rod also marking the west corner of Lot 11, Block 1 of said BARRON CREST SUBDIVISION;

THENCE: S 48°15'17" E (DEED CALL: S 44°51'00" E) along the common line of this tract, the called 5.00 acre Carnes tract and the southwest line of said BARRON CREST SUBDIVISION for a distance of 656.68 feet to the POINT OF BEGINNING and containing 7.525 acres of land.

I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on October 31, 2022.



## Exhibit B



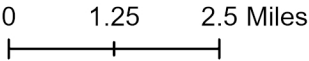


VICINITY MAP

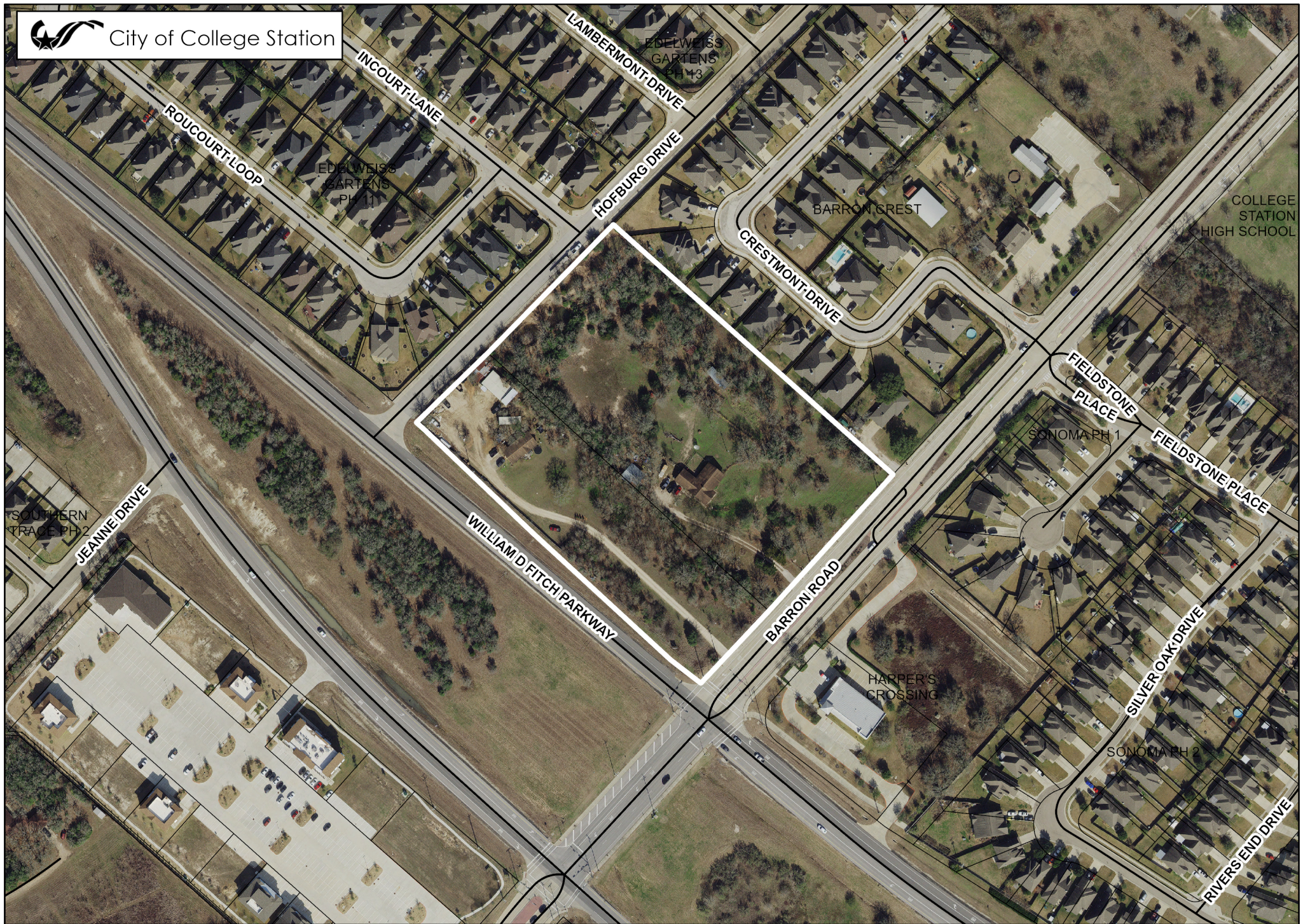
**BARRON ROAD TRACT - REZONING  
REZ2023-000001**

Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction







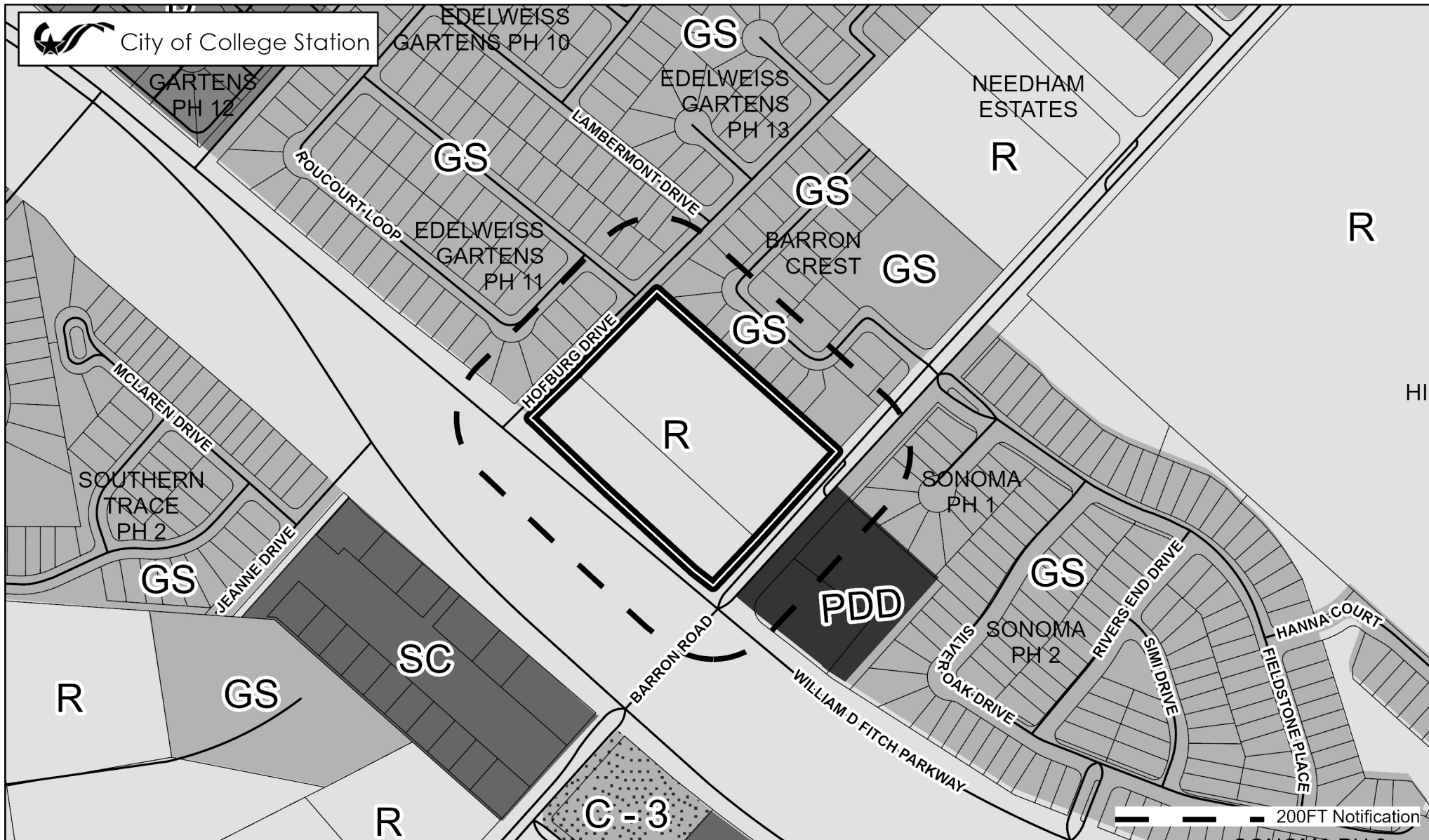
0 215 430 Feet

**BARRON ROAD TRACT - REZONING**

Case:  
REZ2023-000001

**REZONING**





**ZONING DISTRICTS (In Grayscale)**

| Residential |                              |                           |
|-------------|------------------------------|---------------------------|
| R           | Rural                        | MH Middle Housing         |
| WE          | Wellborn Estate              | MF Multi-Family           |
| E           | Estate                       | MU Mixed-Use              |
| WRS         | Wellborn Restricted Suburban | MHP Manufactured Home Pk. |
| 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     |
| ROO               | Restricted Occupancy 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          |

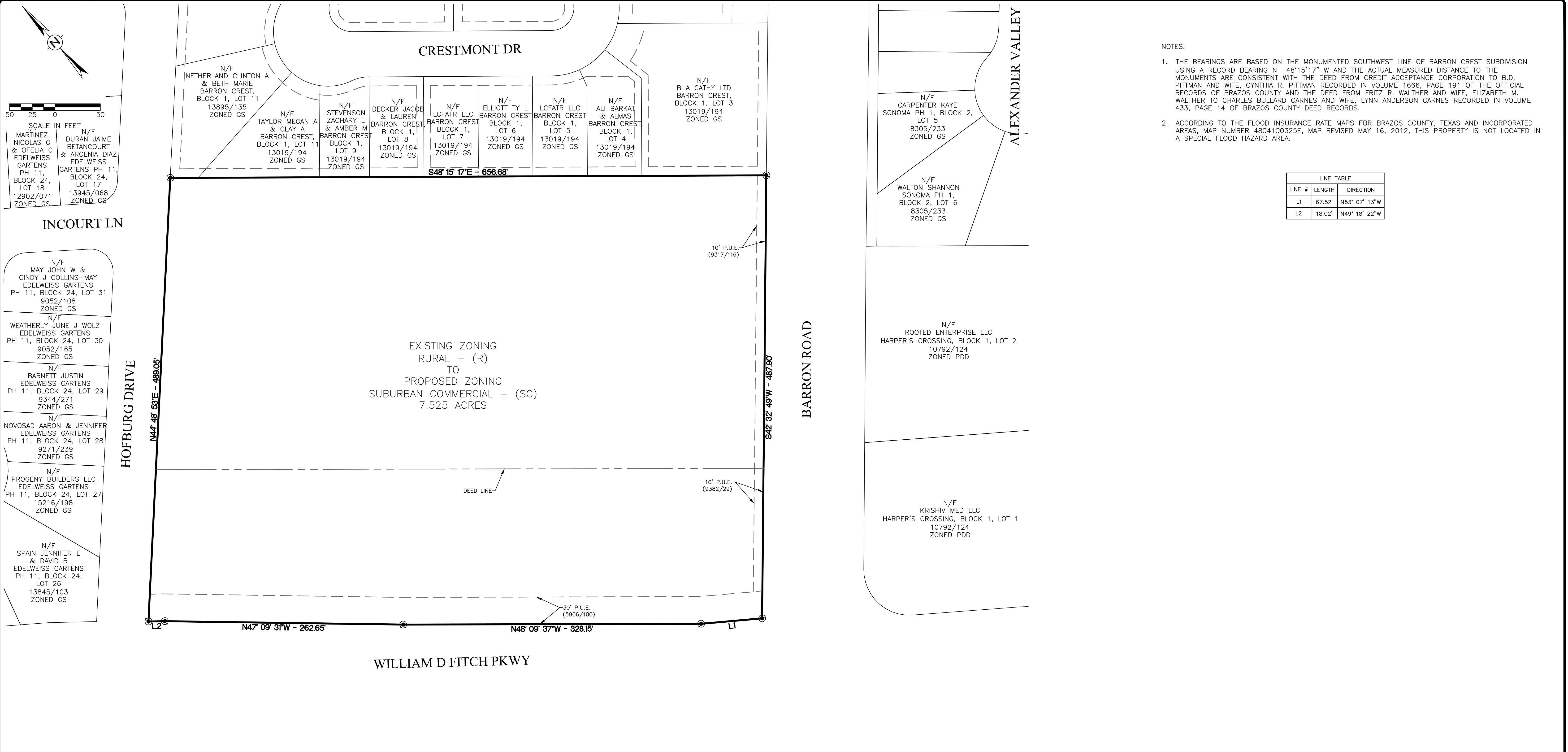


0 370 740 Feet

**BARRON ROAD TRACT - REZONING**

Case:  
REZ2023-000001

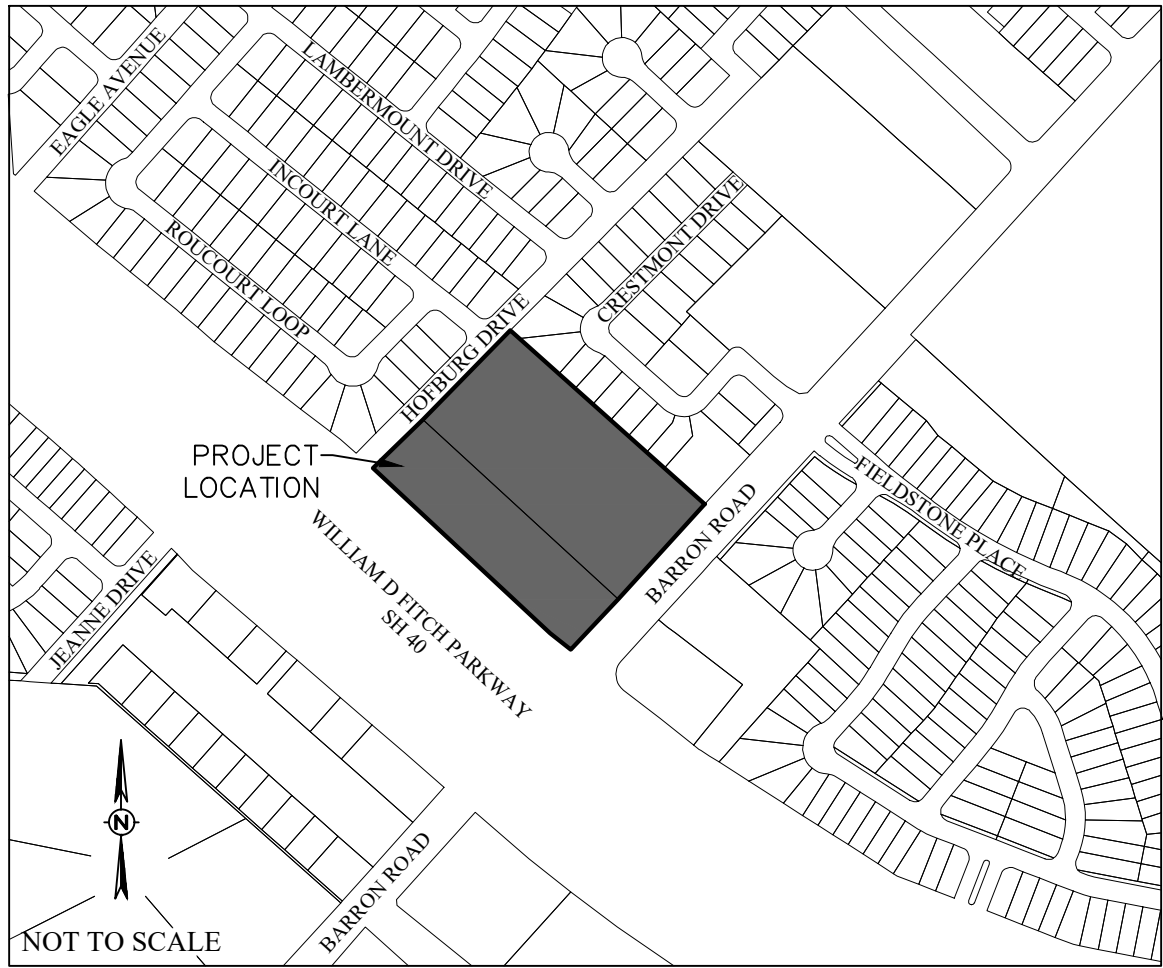
REZONING



- NOTES:
1. THE BEARINGS ARE BASED ON THE MONUMENTED SOUTHWEST LINE OF BARRON CREST SUBDIVISION USING A RECORD BEARING N 48°15'17" W AND THE ACTUAL MEASURED DISTANCE TO THE MONUMENTS ARE CONSISTENT WITH THE DEED FROM CREDIT ACCEPTANCE CORPORATION TO B.D. PITTMAN AND WIFE, CYNTHIA R. PITTMAN RECORDED IN VOLUME 1666, PAGE 191 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY AND THE DEED FROM FRITZ R. WALTHER AND WIFE, ELIZABETH M. WALTHER TO CHARLES BULLARD CARNES AND WIFE, LYNN ANDERSON CARNES RECORDED IN VOLUME 433, PAGE 14 OF BRAZOS COUNTY DEED RECORDS.
  2. ACCORDING TO THE FLOOD INSURANCE RATE MAPS FOR BRAZOS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48041C0325E, MAP REVISED MAY 16, 2012, THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.

| LINE TABLE |        |               |
|------------|--------|---------------|
| LINE #     | LENGTH | DIRECTION     |
| L1         | 67.52' | N53° 07' 13"W |
| L2         | 18.02' | N49° 18' 22"W |

### VICINITY MAP



## ZONING MAP

7.525 ACRES  
ROBERT STEVENSON LEAGUE, A-54  
COLLEGE STATION, BRAZOS COUNTY, TEXAS  
EXISTING ZONING  
RURAL (R) TO  
PROPOSED ZONING  
SUBURBAN COMMERCIAL (SC)

DEVELOPER:  
KYLE GRANT  
4320 DECATUR DRIVE  
COLLEGE STATION, TX 77845  
(979) 777-5553

OWNER:  
CHARLES CARNES &  
SANDRA BEVENS  
2774 BARRON ROAD  
COLLEGE STATION, TX 77845

OWNER:  
BD & CYNTHIA  
PITTMAN  
2609 ARBOR DRIVE  
BRYAN, TX 77802

SCALE: AS SHOWN  
MARCH 2023

SURVEYOR:  
McClure & Brown Engineering/Surveying, Inc.  
1008 Woodcreek Dr., Suite 103  
College Station, TX 77845  
(979) 693-3838  
TBPES FIRM # 10103300  
Firm Reg. No. F-458

ENGINEER:  
Schultz Engineering, LLC  
TBPES NO. 12327  
911 SOUTHWEST PKWY E.  
College Station, Texas 77840  
...  
(979) 764-3900

## BACKGROUND INFORMATION

### NOTIFICATIONS

Advertised Commission Hearing Date: April 6, 2023  
Advertised Council Hearing Date: April 13, 2023

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:

Edelweiss Gartens  
Southern Trace  
Sonoma

Property owner notices mailed: 43

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                                         | Hofburg Drive (local street)<br>Single-family detached                    |
| South     | N/A,<br>Neighborhood<br>Commercial                          | R Rural,<br>C-3 Light Commercial,<br>SC Suburban Commercial | William D. Fitch (freeway),<br>Governmental Facility                      |
| East      | Neighborhood<br>Commercial,<br>Suburban Residential         | PDD Planned Development<br>District,<br>GS General Suburban | Barron Road (minor arterial)<br>Medical Clinic,<br>Single-family detached |
| West      | N/A,<br>Suburban Residential,<br>Neighborhood<br>Commercial | R Rural,<br>GS General Suburban,<br>SC Suburban Commercial  | William D. Fitch (freeway),<br>Single-family detached,<br>Retail/Office   |

### DEVELOPMENT HISTORY

**Annexed:** June 1995  
**Zoning:** A-O Agricultural-Open (upon annexation 1995)  
A-O Agricultural-Open renamed to R Rural (2013)  
**Final Plat:** Unplatted  
**Site Development:** Single-family detached, Mobile Home



## REZONING APPLICATION SUPPORTING INFORMATION

**Name of Project:** BARRON ROAD TRACT - REZONING

**Address:** 2840 BARRON RD

**Legal Description:** A005401, R STEVENSON (ICL), TRACT 93, 2.612 ACRES

**Total Acreage:** 7.525

**Applicant::** Schultz Engineering

**Property Owner:** PITTMAN B D & CYNTHIA R

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

This land is at the corner of two major thoroughfares and the demand for suburban commercial uses is high to support the surrounding residential neighborhoods.

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

The zoning change is in accordance with the Comprehensive Plan.

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

Large lot rural style residential development of this tract is not in conformance with the Land Use plan and would result in only a few residential lots which is the highest and best use for this tract.

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

There is a demand for suburban commercial uses in this area to compliment the surrounding neighborhoods. The property has adequate access and availability of utilities.



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

There is a demand for suburban commercial uses in this area to compliment the surrounding neighborhoods. The property has adequate access and availability of utilities.

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

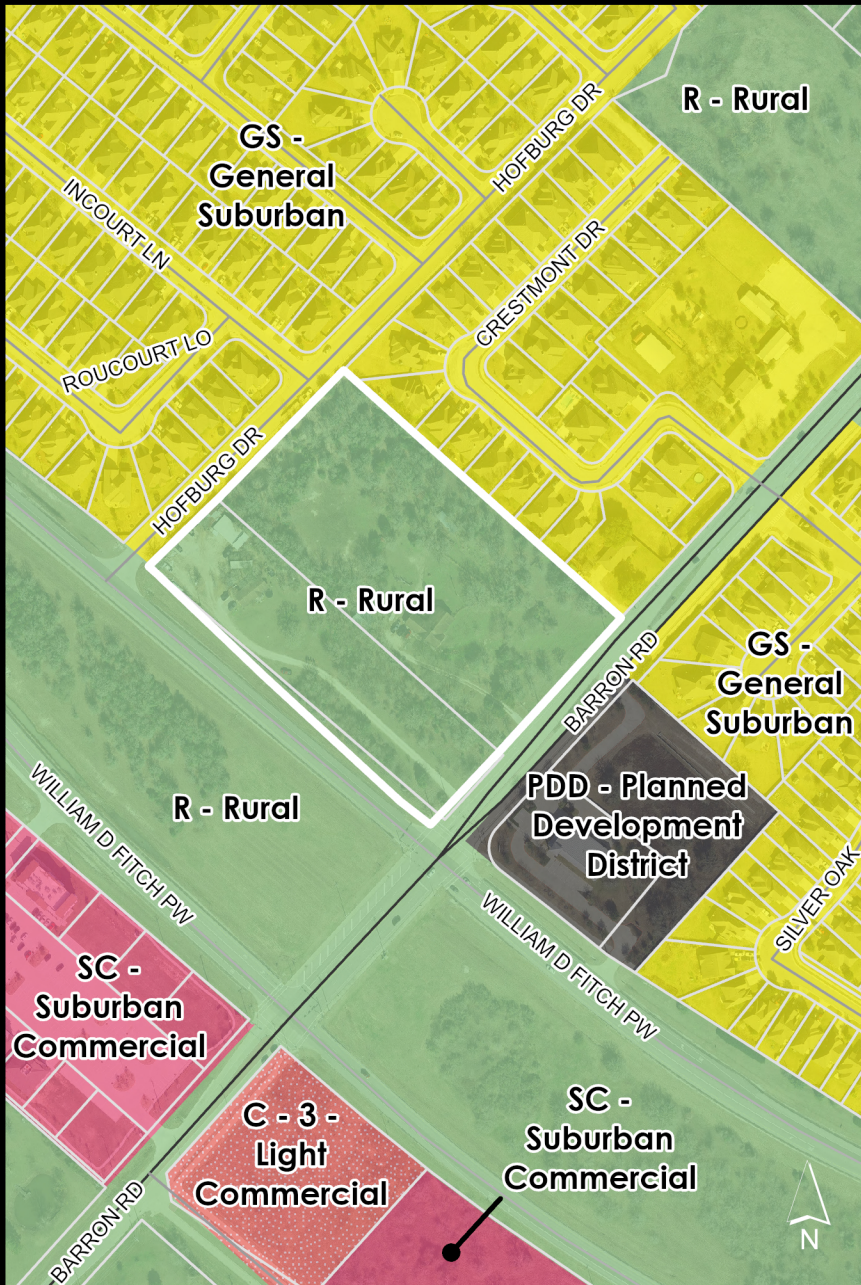
There is little marketability as a multi-acre rural residential lot subdivision in this location due to the development activity in this area.

**List any other reasons to support this zone change.**

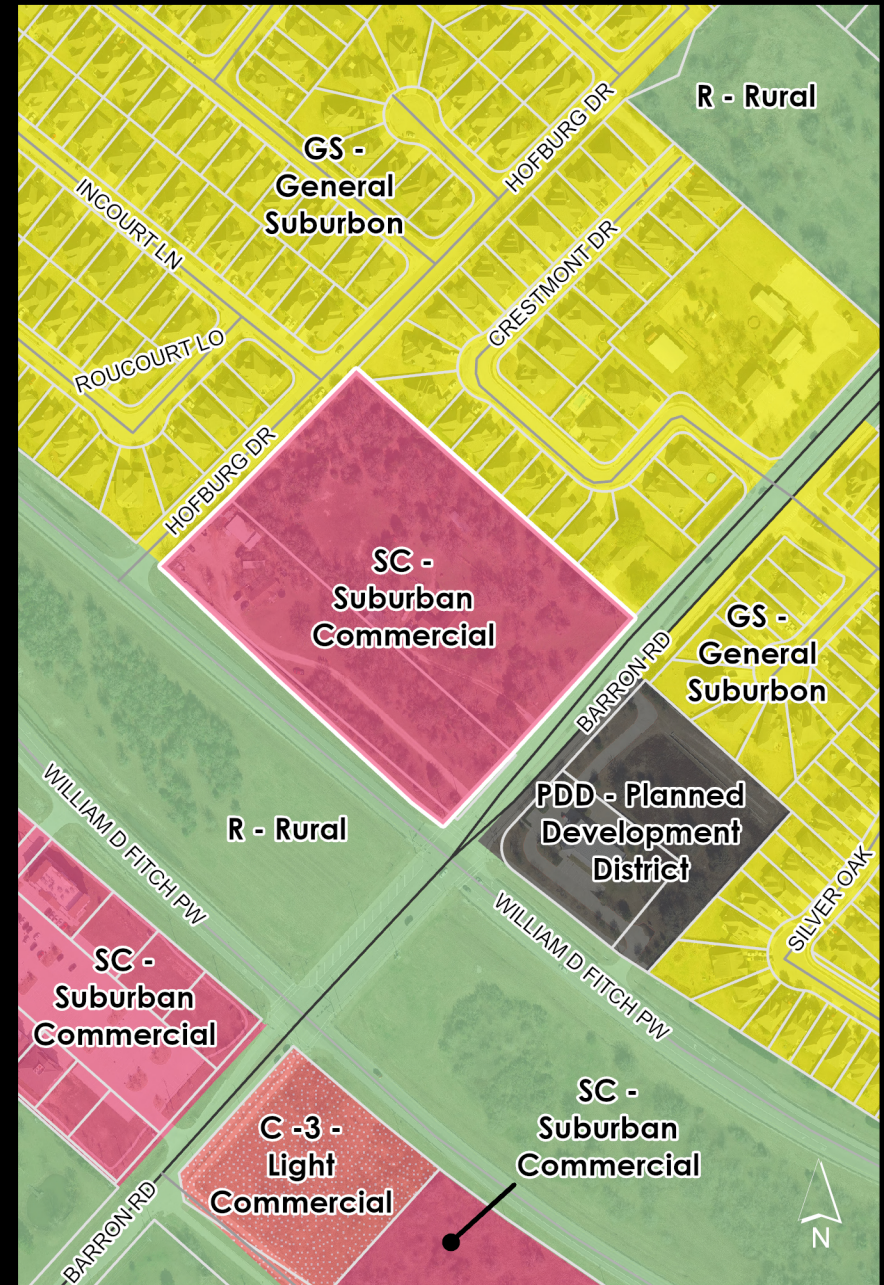
The development of this tract will add supporting commercial uses at the corner of two major thoroughfares and will compliment the surrounding neighborhoods.



## EXISTING Zoning



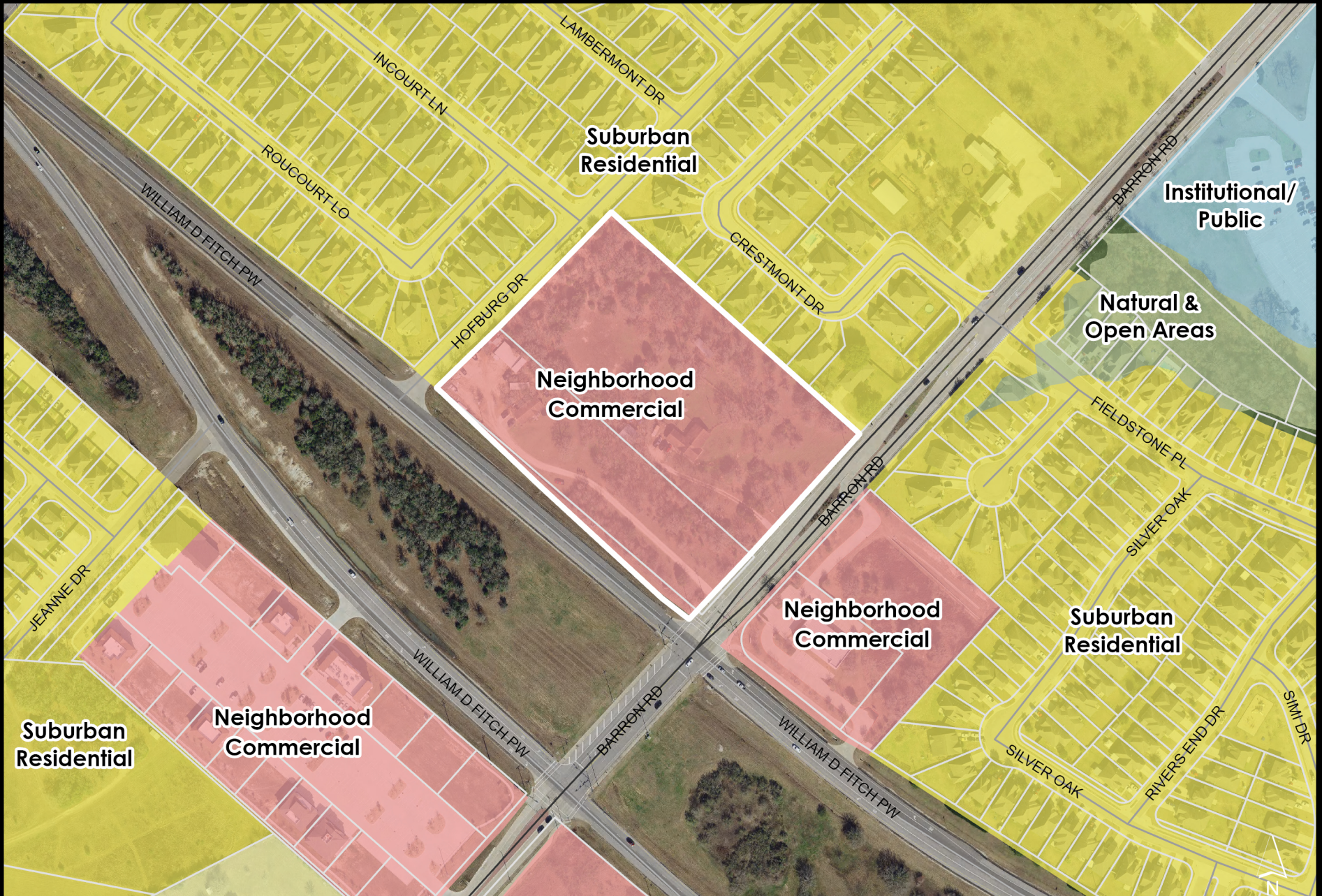
## PROPOSED Zoning





# EXISTING

## Future Land Use





**April 13, 2023**  
**Item No. 9.3.**  
**721 and 723 Dominik Drive Rezoning**

**Sponsor:** Jeff Howell, Senior Planner

**Reviewed By CBC:** Planning & Zoning Commission

**Agenda Caption:** Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from D Duplex to MH Middle Housing for approximately 0.24 acres of land at 721 and 723 Dominik Drive, being Lot 14R1 and Lot 14R2 of the University Oaks Section Two subdivision, generally located southwest of the intersection of Dominik Drive and Stallings Drive.

**Relationship to Strategic Goals:**

Diverse & Growing Economy

**Recommendation(s):** The Planning and Zoning Commission heard this item at their March 16, 2023 meeting and voted 7-0 to recommend approval. Staff also recommends approval.

**Summary:** This request is to rezone approximately 0.24 acres of land being two platted lots generally located at 721 and 723 Dominik Drive from D Duplex to MH Middle Housing. The subject properties were originally platted in 1970. They were further subdivided into two lots in 2012 and developed as a split-lot duplex with five bedrooms in each unit. The applicant intends to maintain the existing structure and rezone to allow for the existing split-lot duplex to function as a shared housing use. Shared housing is not an allowed use in the current D Duplex zoning district. If rezoned, the property would go through the site-planning process to ensure that it meets all of the requirements for a shared housing development.

**REZONING REVIEW CRITERIA**

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

The subject properties are designated on the Comprehensive Plan Future Land Use & Character Map as Mixed Residential and are located about ¼ mile from the Texas Avenue and University Drive Redevelopment Area as well as the Harvey Road Redevelopment Area. For the Mixed Residential land use, the Comprehensive Plan provides the following:

Areas appropriate for a mix of moderate density residential development including, townhomes, duplexes, small multifamily buildings (3-12 units), and limited small-lot single family. These areas are appropriate for residential infill and redevelopment that allows the original character to evolve. These areas may serve as buffers between more intense multi-family residential or mixed-use development and suburban residential or neighborhood conservation areas.

The intent of the Mixed Residential land use is to accommodate a walkable pattern of small lots, small blocks, and well-connected street pattern that supports surrounding neighborhoods. Developments in this district should prioritize a mix of housing types and scales located near community facilities or adjacent to commercial or neighborhood centers. These areas also may serve as a buffer between multi-family and suburban residential areas. This development is aligned with



that vision.

The zoning districts that are generally appropriate within this land use include: middle housing, duplex, townhouse, and limited-scale single-family zoning.

The Comprehensive Plan discusses residential infill and redevelopment in both Chapter 3, Strong Neighborhoods and Chapter 8, Managed Growth. The plan states, “infill development offers the opportunity to mediate and enhance the identity of neighborhoods.” The plan goes on to mention that infill and redevelopment can create more viable and vibrant places throughout the city. Residential infill, especially in areas of the city designated for redevelopment, improves the efficiency of land use while enhancing the character of surrounding neighborhoods. As a tool for redevelopment, the request would allow for a mix of housing types with the utilization of the existing smaller lot sizes and is aligned with the Comprehensive Plan.

The proposed MH Middle Housing zoning district is designed to be flexible and provide a variety of housing options by right. It allows for detached single-family residences, duplexes, townhomes, courtyard houses, shared housing, small and medium multiplexes, and live-work units which are in line with the Comprehensive Plan.

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

The subject property is surrounded by low to medium density residential development with detached single-family dwellings to the north, duplexes to the east and west, and multi-family structures to the south. The MH Middle Housing zoning district enables an incremental increase in residential density on this site, while also enabling the possible future redevelopment of this lot at an appropriate scale. The residential uses permitted in MH Middle Housing zoning district are appropriate for the surrounding areas as it would allow for an increase in residential density in the area.

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 split-lot duplex use, while also allowing for single-family, townhouse, and multiplex use. Some permitted uses may require replatting or adjustments to the lots in order to comply with the Middle Housing dimensional standards.

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 redevelopment shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The subject property fronts Dominik Drive. The residential lots front and will continue to take access from Dominik Drive, which is classified as a collector street. 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 are generally marketable for the area. The

applicant states that the currently allowed uses are marketable, but they indicate shared housing units are more appropriate in the MH Middle Housing district.

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

**Attachments:**

1. Ordinance
2. Vicinity Map, Aerial, and Small Area Map
3. Rezoning Exhibit
4. Background Information
5. Applicant's Supporting Information
6. Existing Future Land Use Map
7. Rezoning 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 FROM D DUPLEX TO MH MIDDLE HOUSING AFFECTING APPROXIMATELY 0.24 ACRES AT 721 AND 723 DOMINIK DRIVE BEING LOT 14R1 AND LOT 14R2 OF THE UNIVERSITY OAKS SECTION TWO SUBDIVISION AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**PASSED, ADOPTED, and APPROVED this 13<sup>th</sup> day of April, 2023.**

**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 D Duplex to MH Middle Housing:

LOT 14R1 AND LOT 14R2 OF THE UNIVERSITY OAKS SECTION TWO SUBDIVISION

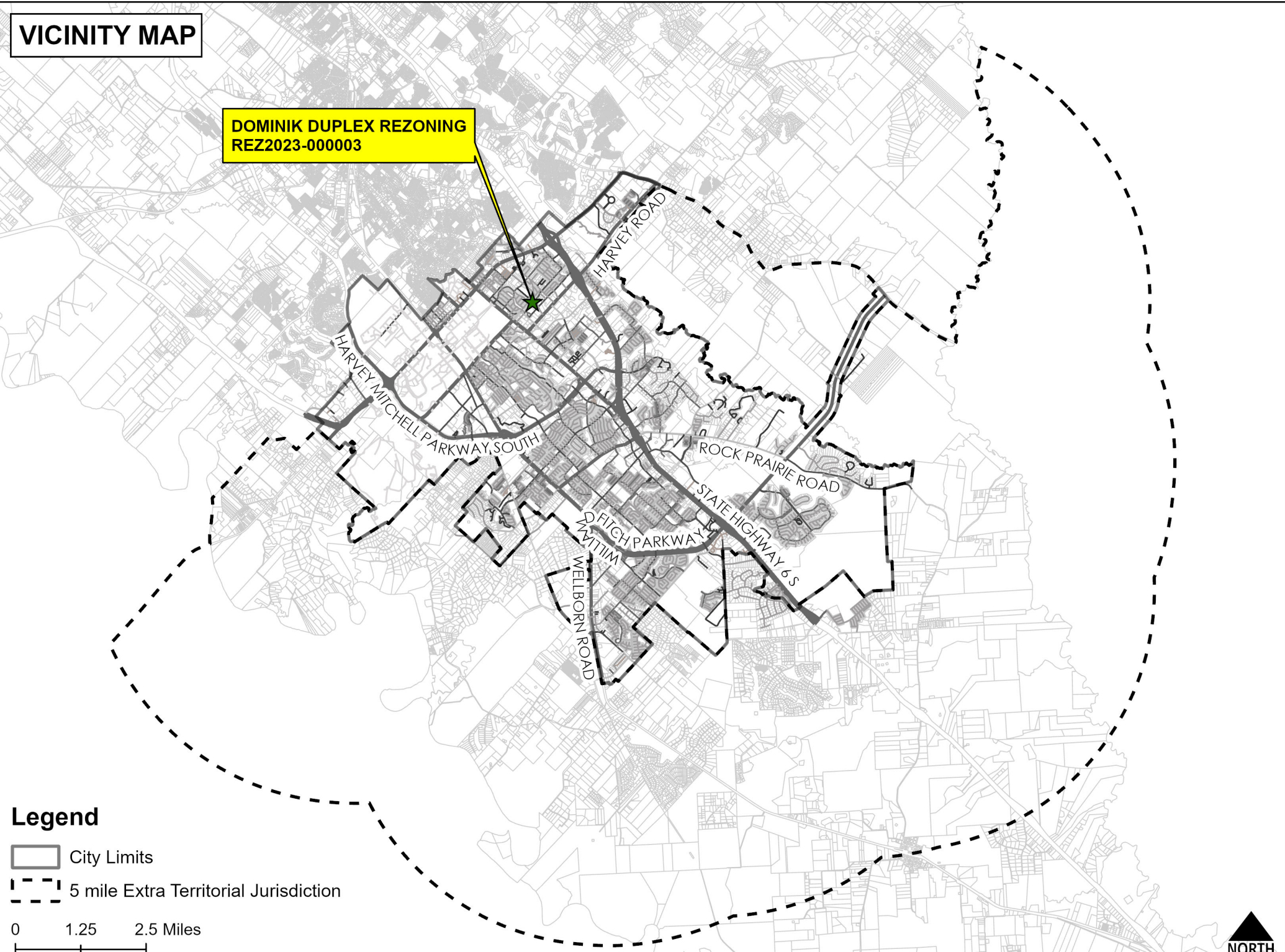
## Exhibit B





# VICINITY MAP

DOMINIK DUPLEX REZONING  
REZ2023-000003



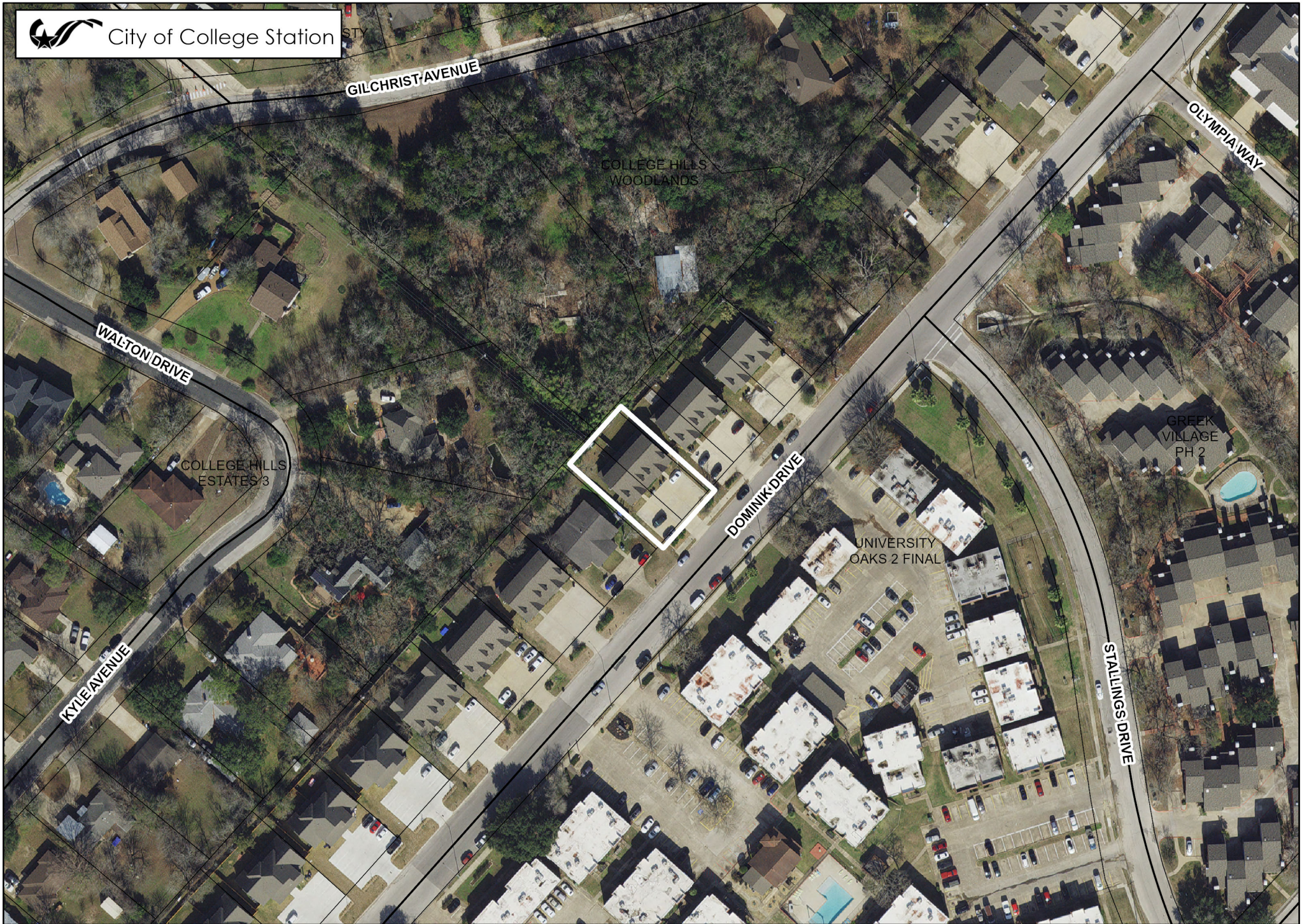
## Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction

0 1.25 2.5 Miles







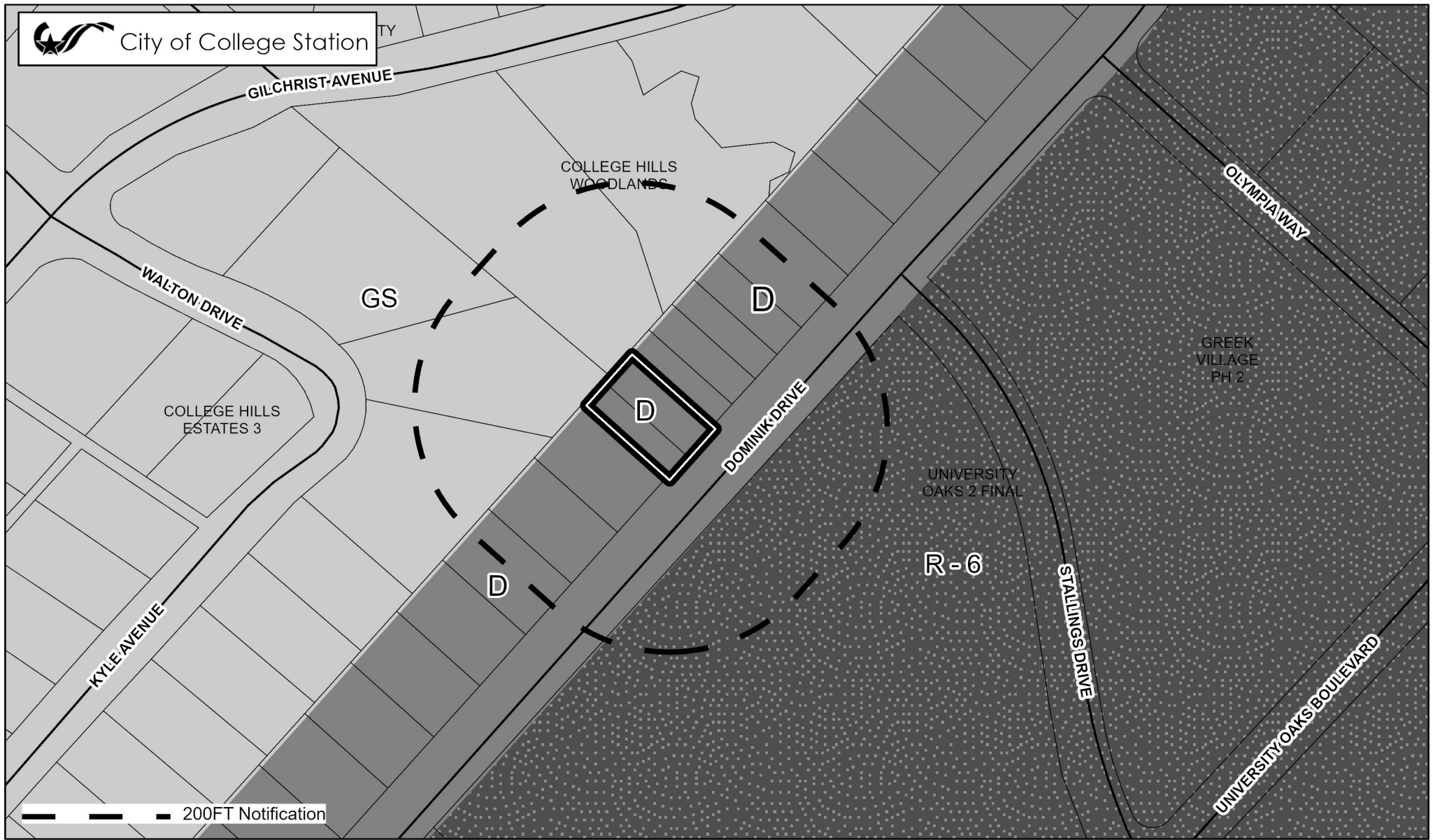
0 125 250 Feet

**DOMINIK DUPLEX REZONING**

Case:  
REZ2023-000003

**REZONING**





**ZONING DISTRICTS** (In Grayscale)

| Residential |                              | MH  | Middle Housing        |
|-------------|------------------------------|-----|-----------------------|
| 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     |
| ROO | Restricted Occupancy 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          |



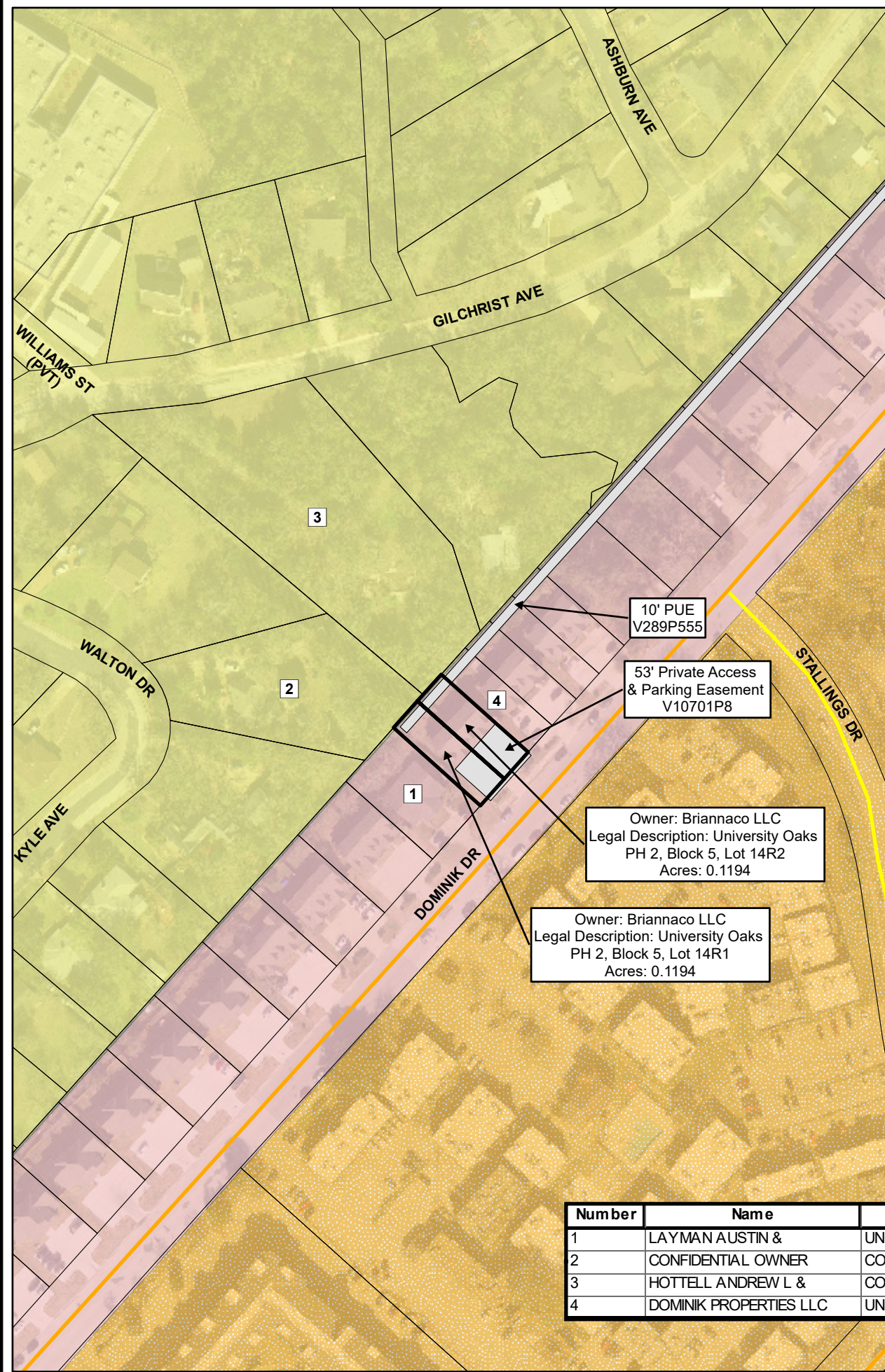
0 155 310 Feet

**DOMINIK DUPLEX REZONING**

Case:  
REZ2023-000003

**REZONING**





**Zoning**  
**Description**

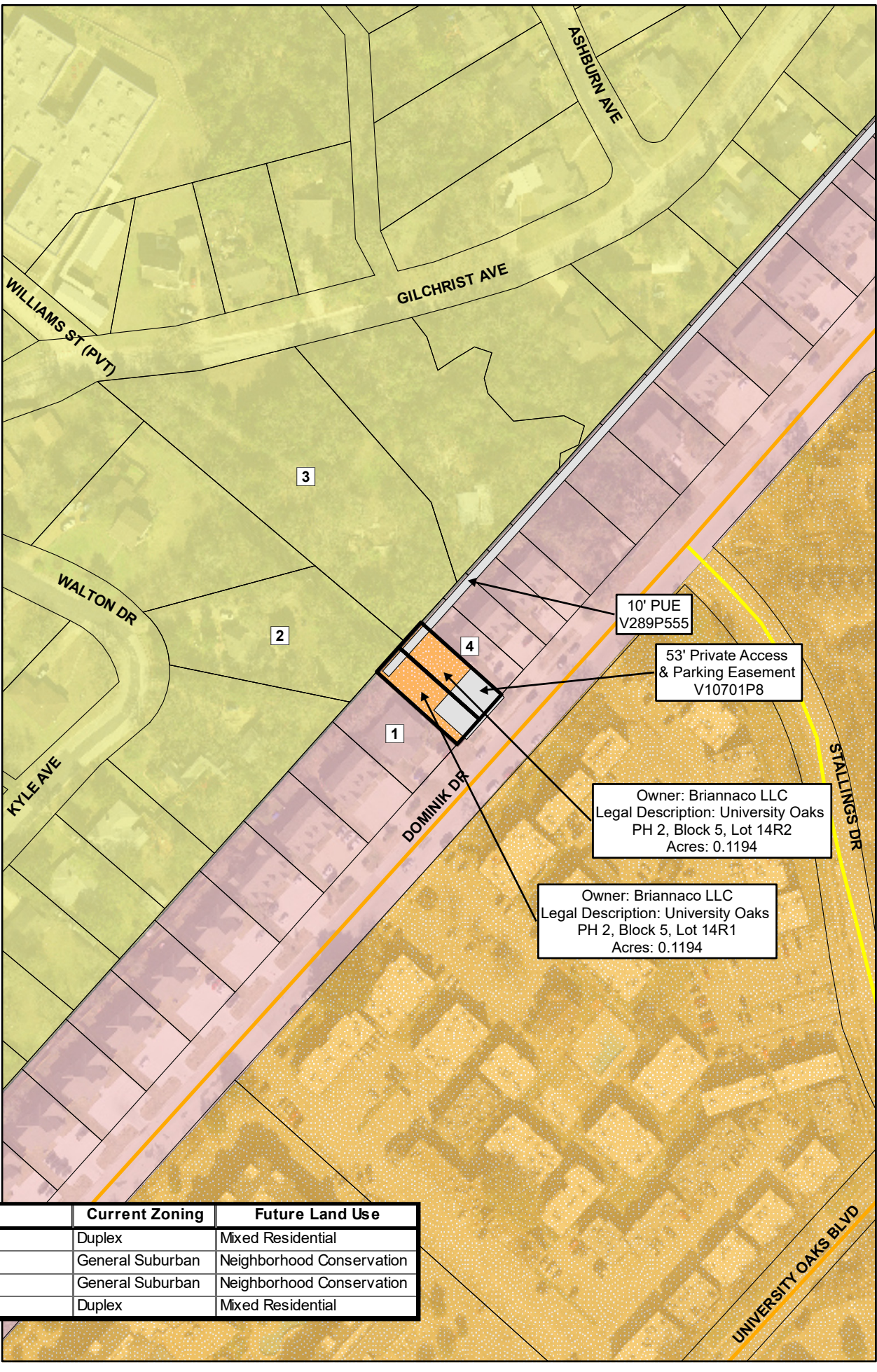
- D - Duplex
- GS - General Suburban
- R6 - High Density Multi-Family
- MH - Middle Housing

**Thoroughfare Plan**  
**Classification**

- 2 Lane Major Collector
- 2 Lane Minor Collector

NOTE: This site does not lie within the 100-year floodplain boundary per FEMA's Flood Insurance Rate Map panel 48041C0305F, Effective Date, 4/2/2014

| Number | Name                  | Legal Description                            | Current Zoning   | Future Land Use           |
|--------|-----------------------|----------------------------------------------|------------------|---------------------------|
| 1      | LAYMAN AUSTIN &       | UNIVERSITY OAKS PH 2, BLOCK 5, LOT 13        | Duplex           | Mixed Residential         |
| 2      | CONFIDENTIAL OWNER    | COLLEGE HILLS ESTATES PH 3, BLOCK 17, LOT 12 | General Suburban | Neighborhood Conservation |
| 3      | HOTTELL ANDREW L &    | COLLEGE HILLS WOODLANDS, LOT 84A             | General Suburban | Neighborhood Conservation |
| 4      | DOMNIK PROPERTIES LLC | UNIVERSITY OAKS PH 2, BLOCK 5, LOT 15A1      | Duplex           | Mixed Residential         |



N

1 inch = 150 feet

**MITCHELL**  
**M&M**  
**MORGAN**

T. 979.260.6963  
F. 979.260.3564

3204 Earl Rudder Fwy S  
College Station, TX 77845

Plan & Design Specialists in  
Civil · Engineering · Hydraulics  
Hydrology · Utilities · Streets  
Site Plans · Subdivisions

www.mitchellandmorgan.com

Rezoning Map

721 & 723  
Domink Dr.

February  
2023

Ex. A

Page 138 of 235



## BACKGROUND INFORMATION

### NOTIFICATIONS

Advertised Commission Hearing Date: March 16, 2023  
Advertised Council Hearing Date: April 13, 2023

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:

College Hills Estates HOA  
College Woodlands HOA

Property owner notices mailed: 18

Contacts in support: None at the time of this report  
Contacts in opposition: None at the time of this report  
Inquiry contacts: 2 at the time of this report

### ADJACENT LAND USES

| Direction | Comprehensive Plan                              | Zoning                                     | Land Use                             |
|-----------|-------------------------------------------------|--------------------------------------------|--------------------------------------|
| North     | Neighborhood Conservation                       | GS General Suburban                        | Single-family detached               |
| South     | Urban Residential                               | R-6 High Density Multi-Family              | Multi-family (Apartments)            |
| East      | Mixed Residential,<br>Urban Residential         | D Duplex,<br>R-6 High Density Multi-Family | Duplex,<br>Multi-family (Apartments) |
| West      | Mixed Residential,<br>Neighborhood Conservation | D Duplex,<br>GS General Suburban           | Duplex,<br>Single-family detached    |

### DEVELOPMENT HISTORY

**Annexed:** May 1956  
**Zoning:** R-1 Single Family Residential (upon annexation 1956)  
R-2 Duplex Residential (year undetermined)  
R-2 Duplex Residential renamed to D Duplex (2013)  
**Final Plat:** University Oaks Section Two  
**Site Development:** Split-lot Duplex



## REZONING APPLICATION SUPPORTING INFORMATION

**Name of Project:** DOMINIK DUPLEX REZONING

**Address:** 721 DOMINIK DR

**Legal Description:** UNIVERSITY OAKS PH 2, BLOCK 5, LOT 14R1-14R2

**Total Acreage:** 0.24

**Applicant::** MITCHELL & MORGAN

**Property Owner:** BRIANNACO LLC

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

The City of College Station recently created a use for high occupancy residential structures that are permitted under the MH Middle Housing zoning district. The duplexes on 721 and 723 Dominik fall under this definition. We are requesting a rezoning to MH Middle Housing so that the property and property owner may be in compliance with zoning and development codes.

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

The Comprehensive Plan indicates these properties are designated for Mixed Residential uses. Mixed residential is intended for a mix of medium density uses. There is a variety of housing densities in in this area of the city that the existing shared housing duplexes contributes toward, which is in accordance with the Comprehensive Plan.

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

D Duplex is suitable by use, but the duplexes in this request were recently classified as Shared Housing and are no longer permitted in the D Duplex zoning district. D Duplex is no longer suitable for the uses on the property.

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

Duplexes contribute to the desired mix of densities and housing types specified in the Mixed Residential land use designation making this development very suitable for the property. Duplexes are especially suitable due to the proximity to Texas A&M University.

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

Duplexes contribute to the desired mix of densities and housing types specified in the Mixed Residential land use designation making this development very suitable for the property. Duplexes are especially suitable due to the proximity to Texas A&M University.

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

D Duplex are marketable for the property. However, the residential units on the properties are now considered Shared Housing units, which are more appropriate under the MH Middle Housing zoning district.

**List any other reasons to support this zone change.**

N/A



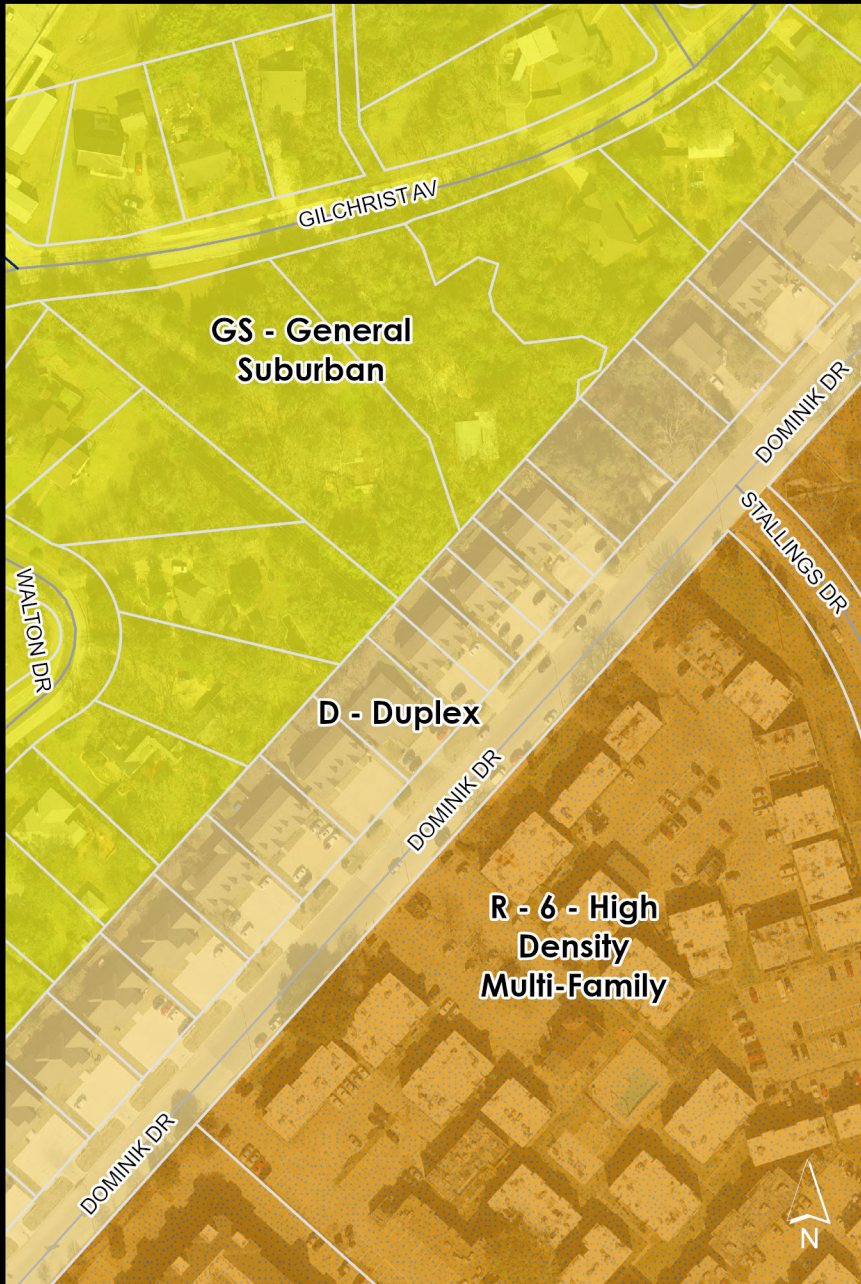
# EXISTING

## Future Land Use

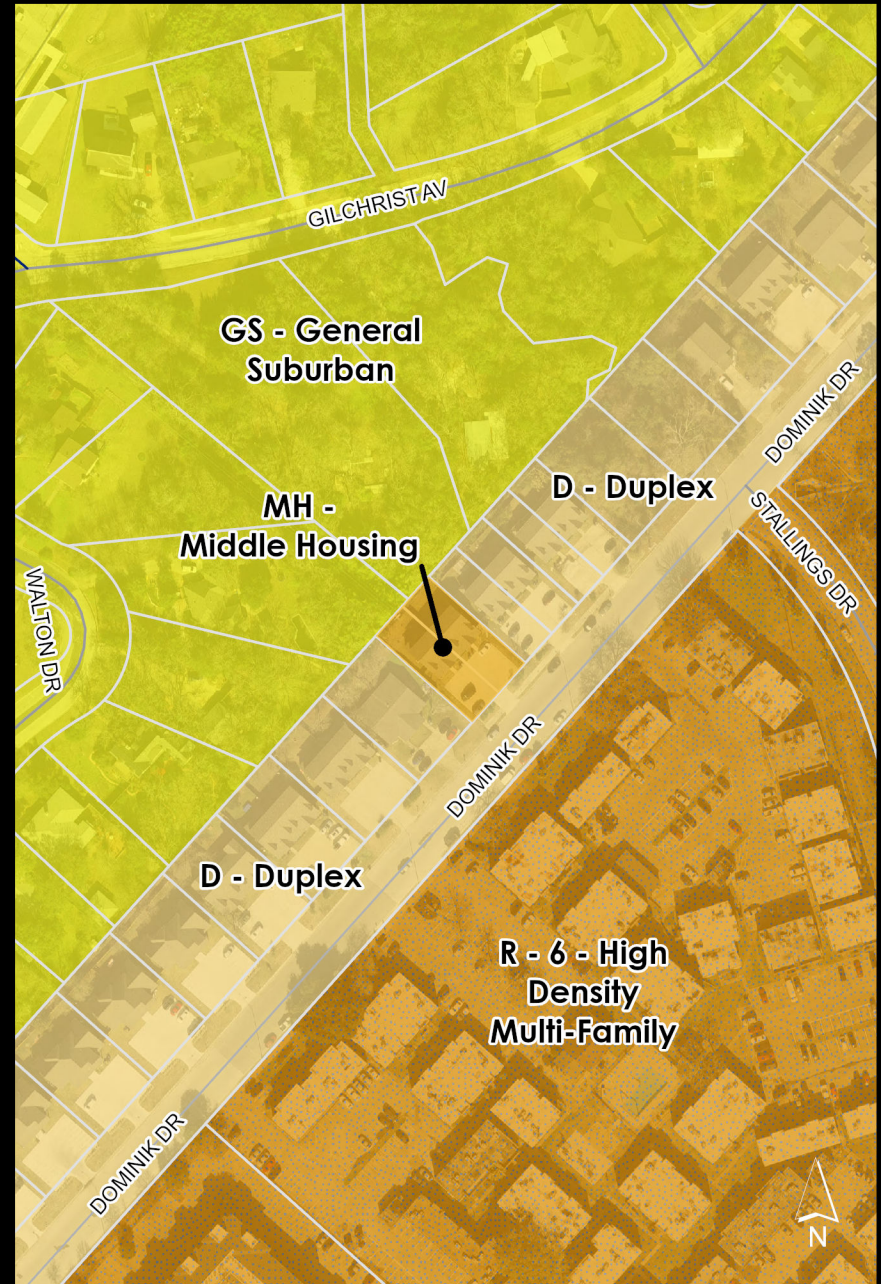




## EXISTING Zoning



## PROPOSED Zoning





**April 13, 2023**  
**Item No. 9.4.**  
**CDBG-MIT funding in the amount of \$500,000**

**Sponsor:** Debbie Eller, Director of Community Services

**Reviewed By CBC:** City Council

**Agenda Caption:** Public Hearing, presentation, discussion, and possible action regarding the draft Community Development Block Grant - Regional Mitigation Program plan to receive \$500,000 from the Texas General Land Office through the Brazos Valley Council of Governments Method of Distribution.

**Relationship to Strategic Goals:**

Core Services & Infrastructure

**Recommendation(s):** Staff recommends that City Council receive a presentation regarding the draft plan and provide feedback.

**Summary:** The City Council approved a resolution on October 13, 2022 to accept Community Development Block Grant Mitigation funds from the Texas General Land Office through the Brazos Valley Council of Governments Regional Mitigation Program. The state-approved Method of Distribution provides the City of College Station with \$500,000.00, while requiring that 100% of the funds benefit primarily low to-moderate income areas in College Station.

The City of College Station is eligible for these funds due to the Federal/Presidential Declaration for Texas by County for the 2017 floods. The U. S. Department of Housing and Urban Development defines mitigation as "Those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters."

Community Services, Planning & Development Services, Public Works, Capital Projects, Emergency Management, Finance, and the City Manager's Office reviewed the list of eligible activities and determined a list of projects previously identified as necessary for mitigation but remained unfunded. The proposed projects include:

- 1) Installation of a generator at the Lincoln Recreation Center for use in an emergency as a warming or cooling facility: \$145,200;
- 2) Acquisition of a parcel on Southland that is located in a floodway: \$75,550;
- 3) Installation of a Flood Warning System: \$90,750;
- 4) Planting of trees as per the Cooling College Station Plan: \$185,550.

The City utilized a consultant contract with Blais and Associates for Professional Grant Writing and Consulting Services for the development of the draft CDBG-MIT plan. The cost was \$17,550 and the consultant utilized existing plans and documents to develop the draft CDBG-MIT plan, along with preparing all required documents and publications.

As required by CDBG-MIT, the plan will be available for public review and comment for a 14-day period beginning March 30th and ending April 13th and a public hearing will be included with this agenda item. The plan is due to the GLO on or before May 3, 2023. Funds will be available for the

proposed projects on 10/1/2023. *A copy of the draft plan will be available to be attached on Thursday, April 6th.*

**Budget & Financial Summary:** This plan will enable the City of College Station to receive \$500,000.00 in CDBG-MIT funds.

**Attachments:**

1. Draft CDBG-MIT Plan



# City of College Station CDBG-MIT Hazard Reduction Projects

Texas General Land Office (GLO)

Brazos Valley Council of Governments (BVCOG)

## CDBG-MIT Regional Mitigation Program

**Contact:** Debbie Eller

Director of Community Development

(979) 764 - 3771

deller@cstx.gov



## Regional Mitigation Program

Texas General Land Office | Community Development &amp; Revitalization | CDBG-MIT

Edit Last edited on 04-05-2023

## Instructions

Please read the following before completing the Regional Mitigation Program application.

## Navigation

The Application is broken into six sections which can be completed in any order:

1. General
2. Activities
3. Duplication of Benefits
4. Fair Housing
5. Procurement
6. Citizen Participation

## Instructions:

1. Fill out all required information on each of the tabs listed above.
2. To save your progress, navigate to the green Save button. Click the down arrow to access more options and select Save & keep working.
3. When all tabs have been completed, please navigate to the Citizen Participation tab to see if there are any missing requirements.
4. If no requirements show under the Citizen Participation tab, click the yellow Print Application for Public Comment button.
5. Fill out all required information on the Citizen Participation tab after the completion of the public comment period.
6. If no requirements show under the Submit tab, click the green Submit button to submit the application to the GLO and print the final application as a PDF.

For additional information, refer to the [Regional Mitigation Program website](#).

Questions or comments? Please contact [cdm.mitigation@recovery.texas.gov](mailto:cdm.mitigation@recovery.texas.gov)

## General

## Applicant Information

## Applicant

City of College Station

## County

Brazos

## Program

Regional Mitigation Program: BVCOG - State MID

## COG

Brazos Valley Council of Governments (BVCOG)

## Phone Number

(979) 764-3771

## Address

1101 Texas Ave S, College Station, Texas 77842

## Website

<http://cstx.gov>

## Employer Identification Number (EIN)

746000534

## Taxpayer Identification Numbers (TIN)

000000000

Does the City have this number?

## UEI (Unique Entity Identifier)

FYUCEXMLCQH7

For more info, refer to the [Unique Entity Identifier \(UEI\) Fact Sheet \(ed.gov\)](#) or watch this short video: [Get a Unique Entity ID](#)

UEID numbers may not contain letters or special characters.

Data Universal Numbering System (DUNS)

040330300

SAM.gov Registration Expiration Date

12-22-2023

| Document Type                            | File Name            | Edit                 |
|------------------------------------------|----------------------|----------------------|
| Current Printout of SAM.gov Registration | SAM.gov Printout.pdf | <a href="#">Edit</a> |

Is the applicant an eligible subrecipient applying in conjunction with or on behalf of another entity (non-city) within the county?

No

How much funding was the applicant allocated by the approved COG MOD?

\$500,000.00

Is the applicant participating in the National Flood Insurance Program?

Yes

| Document Type                   | File Name                    | Edit                 |
|---------------------------------|------------------------------|----------------------|
| Signed Applicant Certifications | local-certification-form.pdf | <a href="#">Edit</a> |

Fiscal Year End Date

Month

September

Day

30

| Document Type                              | File Name              | Edit                 |
|--------------------------------------------|------------------------|----------------------|
| Single Audit or Annual Financial Statement | Annual Report 2021.pdf | <a href="#">Edit</a> |

## Application Contacts

Please provide contact information for the roles below.

| Contact Role              | Organization            | First Name | Last Name | Title                          | Phone          | Email             |   |                      |
|---------------------------|-------------------------|------------|-----------|--------------------------------|----------------|-------------------|---|----------------------|
| Chief Elected Official    | City of College Station | John       | Nichols   | Mayor                          | (979) 764-3541 | jnichols@cstx.gov | ✓ | <a href="#">Edit</a> |
| Grant Administrator       | City of College Station | Debbie     | Eller     | Director of Community Services | (979) 764-3771 | deller@cstx.gov   | ✓ | <a href="#">Edit</a> |
| Primary Contact           | City of College Station | Debbie     | Eller     | Director of Community Services | (979) 764-3771 | deller@cstx.gov   | ✓ | <a href="#">Edit</a> |
| Authorized Representative | City of College Station | Bryan      | Woods     | City Manager                   | (979) 764-3510 | cmo@cstx.gov      | ✓ | <a href="#">Edit</a> |
| Engineer                  | City of College Station | Carol      | Cotter    | City Engineer                  | (979) 764-3782 | ccotter@cstx.gov  | ✓ | <a href="#">Edit</a> |

## SF-424 Question

Applicant Type

City or Township Government

Application title should be specific to the application. Example: Rango County Flood and Drainage Project.

Application Title

Three Hazard Mitigation Projects

Do we like this title?

Is the applicant delinquent on any federal debt?

No

| Document Type                 | File Name                  | Edit                 |
|-------------------------------|----------------------------|----------------------|
| SF-424 (completed and signed) | sf424 Signature Needed.pdf | <a href="#">Edit</a> |

## Activity

| DRGR Activity                 | Planned Activity Budget Amount | Edit                                                                                        |
|-------------------------------|--------------------------------|---------------------------------------------------------------------------------------------|
| Flood and Drainage Facilities | \$90,750.00                    | ✖ One or more of your Projects is incomplete or has invalid responses. <a href="#">Edit</a> |
| Public Facilities             | \$409,250.00                   | ✖ One or more of your Projects is incomplete or has invalid responses. <a href="#">Edit</a> |

## Project

| Project Title                                    | Project Type                                    | Status        | Total Budget        |                                                     |
|--------------------------------------------------|-------------------------------------------------|---------------|---------------------|-----------------------------------------------------|
| <b>Flood and Drainage Facilities (1 Project)</b> |                                                 |               |                     |                                                     |
| Flood Warning System                             | Flood and Drainage                              | Not yet begun | \$90,750.00         | ✖ Missing or invalid responses <a href="#">Edit</a> |
| <b>TOT</b>                                       |                                                 |               | <b>\$90,750.00</b>  |                                                     |
| <b>Public Facilities (2 Project records)</b>     |                                                 |               |                     |                                                     |
| Generator at Lincoln Recreation Center           | Community Centers                               | Not yet begun | \$145,200.00        | ✖ Missing or invalid responses <a href="#">Edit</a> |
| Cooling College Station Tree Planting            | Parks/Playgrounds/Other Recreational Facilities | Not yet begun | \$264,050.00        | ✖ Missing or invalid responses <a href="#">Edit</a> |
| <b>TOT</b>                                       |                                                 |               | <b>\$409,250.00</b> |                                                     |
| <b>TOT</b>                                       |                                                 |               | <b>\$500,000.00</b> |                                                     |

## Budget Line Summary

Total Engineering over Total Construction 0.00%    Total Admin + Environmental over Total Amount Requested 9.57%    Allowable Fee Percentage Cap for Admin + Environmental 11.00%



| Program Budget Code                   | Planned/Requested Amount (tot) |
|---------------------------------------|--------------------------------|
| <a href="#">Acquisition</a>           | \$0.00                         |
| <a href="#">Construction</a>          | \$452,145.00                   |
| <a href="#">Engineering</a>           | \$0.00                         |
| <a href="#">Environmental</a>         | \$0.00                         |
| <a href="#">Grant Administration</a>  | \$47,855.00                    |
| <a href="#">Planning</a>              | \$0.00                         |
| <a href="#">Special Environmental</a> | \$0.00                         |
| <b>Totals (7 groups)</b>              | <b>\$500,000.00</b>            |

| DRGR Activity                                                                                 | Project Title                         | Program Budget Code   | CDBG-MIT Planned Amount | Other Funds   | Total              | Percent of Total |
|-----------------------------------------------------------------------------------------------|---------------------------------------|-----------------------|-------------------------|---------------|--------------------|------------------|
| <b>Flood and Drainage Facilities - Flood Warning System (7 Budget Line Item records)</b>      |                                       |                       |                         |               |                    |                  |
| Flood and Drainage Facilities                                                                 | Flood Warning System                  | Acquisition           | \$0.00                  | \$0.00        | \$0.00             | 0.0%             |
| Flood and Drainage Facilities                                                                 | Flood Warning System                  | Construction          | \$82,500.00             | \$0.00        | \$82,500.00        | 90.9%            |
| Flood and Drainage Facilities                                                                 | Flood Warning System                  | Engineering           | \$0.00                  | \$0.00        | \$0.00             | 0.0%             |
| Flood and Drainage Facilities                                                                 | Flood Warning System                  | Environmental         | \$0.00                  | \$0.00        | \$0.00             | 0.0%             |
| Flood and Drainage Facilities                                                                 | Flood Warning System                  | Grant Administration  | \$8,250.00              | \$0.00        | \$8,250.00         | 9.1%             |
| Flood and Drainage Facilities                                                                 | Flood Warning System                  | Planning              | \$0.00                  | \$0.00        | \$0.00             | 0.0%             |
| Flood and Drainage Facilities                                                                 | Flood Warning System                  | Special Environmental | \$0.00                  | \$0.00        | \$0.00             | 0.0%             |
| <b>TOT</b>                                                                                    |                                       |                       | <b>\$90,750.00</b>      | <b>\$0.00</b> | <b>\$90,750.00</b> | <b>100.0%</b>    |
| <b>Public Facilities - Cooling College Station Tree Planting (7 Budget Line Item records)</b> |                                       |                       |                         |               |                    |                  |
| Public Facilities                                                                             | Cooling College Station Tree Planting | Acquisition           | \$0.00                  | \$0.00        | \$0.00             | 0.0%             |
| Public Facilities                                                                             | Cooling College Station Tree Planting | Construction          | \$237,645.00            | \$0.00        | \$237,645.00       | 90.0%            |
| Public Facilities                                                                             | Cooling College Station Tree Planting | Engineering           | \$0.00                  | \$0.00        | \$0.00             | 0.0%             |
| Public Facilities                                                                             | Cooling College Station Tree Planting | Environmental         | \$0.00                  | \$0.00        | \$0.00             | 0.0%             |
| Public Facilities                                                                             | Cooling College Station Tree Planting | Grant Administration  | \$26,405.00             | \$0.00        | \$26,405.00        | 10.0%            |



| DRGR Activity                                                                                  | Project Title                          | Program Budget Code   | CDBG-MIT Planned Amount | Other Funds   | Total               | Percent of Total |
|------------------------------------------------------------------------------------------------|----------------------------------------|-----------------------|-------------------------|---------------|---------------------|------------------|
| Public Facilities                                                                              | Cooling College Station Tree Planting  | Planning              | \$0.00                  | \$0.00        | \$0.00              | 0.0%             |
| Public Facilities                                                                              | Cooling College Station Tree Planting  | Special Environmental | \$0.00                  | \$0.00        | \$0.00              | 0.0%             |
| <b>TOT</b>                                                                                     |                                        |                       | <b>\$264,050.00</b>     | <b>\$0.00</b> | <b>\$264,050.00</b> | <b>100.0%</b>    |
| <b>Public Facilities - Generator at Lincoln Recreation Center (7 Budget Line Item records)</b> |                                        |                       |                         |               |                     |                  |
| Public Facilities                                                                              | Generator at Lincoln Recreation Center | Acquisition           | \$0.00                  | \$0.00        | \$0.00              | 0.0%             |
| Public Facilities                                                                              | Generator at Lincoln Recreation Center | Construction          | \$132,000.00            | \$0.00        | \$132,000.00        | 90.9%            |
| Public Facilities                                                                              | Generator at Lincoln Recreation Center | Engineering           | \$0.00                  | \$0.00        | \$0.00              | 0.0%             |
| Public Facilities                                                                              | Generator at Lincoln Recreation Center | Environmental         | \$0.00                  | \$0.00        | \$0.00              | 0.0%             |
| Public Facilities                                                                              | Generator at Lincoln Recreation Center | Grant Administration  | \$13,200.00             | \$0.00        | \$13,200.00         | 9.1%             |
| Public Facilities                                                                              | Generator at Lincoln Recreation Center | Planning              | \$0.00                  | \$0.00        | \$0.00              | 0.0%             |
| Public Facilities                                                                              | Generator at Lincoln Recreation Center | Special Environmental | \$0.00                  | \$0.00        | \$0.00              | 0.0%             |
| <b>TOT</b>                                                                                     |                                        |                       | <b>\$145,200.00</b>     | <b>\$0.00</b> | <b>\$145,200.00</b> | <b>100.0%</b>    |
| <b>TOT</b>                                                                                     |                                        |                       | <b>\$500,000.00</b>     | <b>\$0.00</b> | <b>\$500,000.00</b> | <b>300.0%</b>    |

Questions or comments? Please contact [cdr.mitigation@recovery.texas.gov](mailto:cdr.mitigation@recovery.texas.gov)

#### Duplication of Benefits

### FEMA Coverage

Any and all FEMA funds received for benefit of any project proposed in this application must be fully disclosed and detailed to ensure the best cross-agency coordination and that duplication of benefits does not occur.

Did you receive any FEMA funding?

No

Do you anticipate any FEMA funding?

No

Was the proposed project eligible for FEMA?

No

Provide all relevant FEMA Project worksheets, FEMA Project type, and evidence of funds committed/received/expended on the proposed project. Any project that sustained direct damage must have applied for FEMA Public Assistance clarifying the rights, roles, and responsibilities of all parties.

Is the budget in this application funding for the nonfederal share of a FEMA project?

No

### Insurance Coverage

Did the applicant have insurance coverage on the proposed project?

No

### Other Funding

Any and all funds identified for use on any project proposed in an application must be fully disclosed. Make sure information is complete and matches the budget provided.

Has the applicant submitted a request to fund a part of or the whole project described in the application?

No

Have any other state and/or federal agencies been contacted concerning funding for the proposed project?

No

Questions or comments? Please contact [cdr.mitigation@recovery.texas.gov](mailto:cdr.mitigation@recovery.texas.gov)

#### Fair Housing

### Affirmatively Furthering Fair Housing

Any locality receiving CDBG-MIT funds must certify that it will affirmatively further fair housing. Identify the activities already achieved to affirmatively further fair housing, and those new activities to be undertaken if a CDBG-MIT award is made. Please also provide an estimate of when that activity will be complete. Localities should be aware that, in the event of funding, these fair

housing efforts will be monitored. Other activities may be eligible, and the applicant may contact the GLO to determine eligibility.

What methods and criteria were used to prioritize the projects in the application, including affirmatively furthering fair housing?

When prioritizing the projects for the application, as well as the locations in which they would take place, fair housing and proximity to vulnerable populations were two of the chief considerations. The new generator, to be located at the Lincoln Recreation Center, is in a historically low-income census block and is adjacent to several low-income neighborhoods. Likewise, the parks identified for tree planting were selected based on two key factors in the Cooling College Station five-year plan 1) highest heat index and 2) proximity to low-income neighborhoods. The early detection flood warning system project has gauges located within College Station's most prevalent neighborhoods located within flood zones; these neighborhoods, in addition to being at risk of flooding more so than other areas of the city, are also historically disadvantaged. All of the proposed projects were developed with the intention of making College Station's most vulnerable neighborhoods more resilient and prepared for natural disasters. The City utilized key plans, including the Emergency Management Plan and the Cooling College Station Plan to identify the greatest environmental risks to the community as well as the areas of the city most susceptible to negative outcomes. The City also referred to the Fair Housing Analysis completed in 2015 to gain a more robust understanding of housing needs and issues throughout the city, as well as how those issues are exacerbated by environmental factors. This analysis informed project decisions and ensured that the City took a targeted approach to mitigation. Likewise, the City continued carrying out existing fair housing activities, including running fair housing advertisements on the local government television channel (a link to the fair housing TV ad can be found at <https://youtu.be/J1CBA3cHnA>) and presenting information on fair housing at community meetings, among other things, to ensure that the issue of fair housing, as well as how it relates to disaster mitigation, is a topic that all College Station residents are well-informed about.

Please reference the CDBG Mitigation Viewer for access to information and data on how to identify your populations that may be impacted by this project: <https://gis-glo-cdr.hub.arcgis.com/pages/cdbg-mitigation-viewer>. Please provide the document generated using the CDBG Mitigation Viewer to the document upload at the bottom of this screen.

What are the identified protected classes, racially and ethnically concentrated areas, and concentrated areas of poverty that may be impacted by this project?

Below is a description of pertinent demographic data relating to College Station Residents who will be impacted by the proposed projects. All of the following information was procured from the CDBG Mitigation Viewer, as well as 2020 Census Data:

College Station as a whole: The LMI population is 54,812, which represents 48% of the total population for the City. The City's racial and ethnic breakdown is 72.7% white, 8% African American, 9.9% Asian, 7.2% other races/multiracial, and 17.7% Hispanic or Latino. The poverty rate is 28.2%.

Generator Installation: The generator will be installed at the Lincoln Recreation Center, which is located in Census Tract 16.01 (Group 2), which has an LMI population of 785 individuals, which represents 98.62% of the total population in this tract. The generator will also be adjacent to tract 16.05 (Group 2), which has an LMI population of 1491 individuals representing 69.25% of the tract's population. This represents a combined number of LMI beneficiaries of 2,276 individuals.

Early Flood Warning System: **TO BE ADDED AFTER PROJECT LOCATION IS ESTABLISHED**

Tree Planting: **TO BE ADDED AFTER PROJECT LOCATION IS ESTABLISHED**

To be added.

Provide a meaningful analysis that describes how these identified populations may be impacted by this project.

Several key assumptions can be made regarding the populations impacted by the project.

1) A higher concentration of racial and ethnic minorities, as well as socioeconomically disadvantaged individuals, live near public parks, where the Cooling College Station Tree Planting will occur. These areas also represent some of the warmest in the City, putting minorities and socioeconomically disadvantaged individuals at an increased risk for extreme heat and negative health outcomes. By mitigating heat islands through tree planting, the City is committing to a more equitable quality of life for all residents, including increased access to the greenspaces' cooling effects and providing nature-based activities.

2) The new generator will be installed at Lincoln Recreation Center, which is located in a low-income census tract and surrounded by several low-income neighborhoods. In the case of evacuations from severe weather or the presence of heating/cooling stations during extreme cold or heat, it is the socioeconomically disadvantaged who will be most likely to utilize these services, as they are also the most likely to have limited access to safe shelter or amenities like heating or AC. The proposed project positively impacts the community by providing reliable and accessible shelter from extreme weather.

3) The Early Warning System for flooding, although impactful to the entire city, will be installed in flood zones that are also located in low-income census tracts. The individuals in these tracts are more likely to be adversely affected by flooding and would lack the financial resources to recoup losses as a result of flooding, as some, but not all, of the people in the area are able to maintain flood insurance. The Early Warning System will seek to notify individuals of potentially dangerous or life-threatening flooding situations in advance in an effort to curb worst case scenarios. Evidence consistently shows that an investment in early warning systems can save lives and are thus considered a best practice for hazard mitigation by agencies like FEMA. The investment in an early warning system can alert residents to danger quickly when seconds can mean the difference between life and death.

For each fair housing activity, provide a name and status. If the activity is Completed, enter the Date Initiated. If the activity is Planned, enter the To Be Completed By date.

|                         | Name                                                                                                                                      | Status    | Date Initiated | To be completed by |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------|--------------------|
| Fair Housing Activity 1 | Presentation and dissemination of fair housing materials at public meetings                                                               | Completed | 07-15-2015     | 04-05-2023         |
| Fair Housing Activity 2 | Webpage dedicated to Fair Housing with information and a link to the Department of Housing and Urban Development                          | Completed | 07-15-2015     | 04-05-2023         |
| Fair Housing Activity 3 | Conducts periodic surveys of the local housing industry and agencies to identify issues involving housing discrimination in the community | Completed | 07-15-2015     | 04-05-2023         |
| Fair Housing Activity 4 | Fair Housing advertisements shared several times a day on the government news Channel                                                     | Completed | 07-15-2015     | 04-05-2023         |

Please upload any pertinent documentation in the support of Affirmatively Furthering Fair Housing.

The following project document is required:

1. CDBG Mitigation Viewer Export

| Document Type                     | File Name                               | Edit                 |
|-----------------------------------|-----------------------------------------|----------------------|
| CDBG Mitigation Viewer Export     | LMI FY2021 College Station Overall.csv  | <a href="#">Edit</a> |
| CDBG Mitigation Viewer Export     | LMI FY2021 by BLOCK GROUP Generator.csv | <a href="#">Edit</a> |
| Fair Housing Activity information | 2015 Fair Housing Analysis.pdf          | <a href="#">Edit</a> |

Questions or comments? Please contact [cdr.mitigation@recovery.texas.gov](mailto:cdr.mitigation@recovery.texas.gov)

Have services been procured for Engineering, Grant Administration, or Environmental Services?  
Yes

Please indicate the status of each procured service.

| Vendor Type          | Procurement Status | Vendor Name | Contact Phone | Contact Email |                            |                      |
|----------------------|--------------------|-------------|---------------|---------------|----------------------------|----------------------|
| Environmental        | In House           |             |               |               | ✓ No vendor info required. | <a href="#">Edit</a> |
| Engineering          | In House           |             |               |               | ✓ No vendor info required. | <a href="#">Edit</a> |
| Grant Administration | In House           |             |               |               | ✓ No vendor info required. | <a href="#">Edit</a> |

Are there any persons/entities with a reportable financial interest to disclose?  
No

| Document Type                             | File Name                              | Edit                 |
|-------------------------------------------|----------------------------------------|----------------------|
| Local Procurement Policies and Procedures | Procurement Manual College Station.pdf | <a href="#">Edit</a> |

Questions or comments? Please contact [cdr.mitigation@recovery.texas.gov](mailto:cdr.mitigation@recovery.texas.gov)

Citizen Participation

### Citizen Participation

Please finish all sections of the application before posting your application for public comment. Once these issues are resolved, you'll see a button to print your application.

Activities:  
One or more of your Projects is incomplete or has invalid responses.

[Save & Return to Intake](#)This Project is missing information. [Click here for details.](#)

## Project Info

## Project Information

Applicants are required to provide sufficient detail about the proposed project to identify the national objective, the population that will receive benefit, the estimated costs and materials needed, the projected schedule to completion, any potential environmental impact, and other details specific to the type of project involved. Please be thorough in completing this application to ensure a successful review.

NOTE: For the project title, the spelling and capitalization together with any associated site number(s) identified in the application must be consistently used throughout the application to ensure clear identification of the full project scope, e.g., a project title of "Green Acres, Site 3" here should appear as "Green Acres, Site 3" at every other reference in this application. A reference to some other title such as "green acres subdivision" or "#3 Green Street" elsewhere in the application could cause delays in the eligibility review process.)

## DRGR Activity

Flood and Drainage Facilities

## Project Type

Flood and Drainage

## Project Title

Flood Warning System

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)

N/A

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf).

This funding will cover a flood early warning system pilot project. The project includes installing three storm water gauges with hazard warning flasher beacons and annual vendor software services. The gauges will be installed at two - three locations throughout College Station, and will provide flood warnings and alerts to the public and notify Public Works and Emergency Management of roadway closures.

The scope of work for the project is as follows:

1. Administrative Activities. The following are early administrative activities that must take place before the project is initiated:

- Develop Sealed Bid, Publically Solicit Bid, and Award Firm Fixed-Price Contract to Responsible Bidder with Lowest Bid. The City will follow HUD's preferred procurement policies to publicly solicit a competent contractor using the sealed bid process.
- Execute Contract. The Contract will need to be approved by College Station City Council.

1. Initial Project Activities . Contractor will perform the following project initiation tasks as described for starting the project.

a. Project Initiation & Data Collection. Prepare and attend initial kickoff meeting with College Station, review historical flooding data for roadway, coordinate with College Station on planned capital improvement projects near planned gauge crossings to inform control box and sensor placement.

b. Field Reconnaissance & Measurement. Up to three (3) high flood risk roadway crossings will be evaluated for flood monitoring. Contractor will gather topographic information to determine general ponding depths for triggering flood warning alerts. This data will be used to inform sensor height placement and benchmark critical water levels for basing levels of flood criticality.

c. Cellular Network Connectivity. Contractor will conduct general cellular signal connectivity and signal strength testing.

2. Hardware Configuration – The following sub-tasks can be provided by Contractor for initial hardware configuration on a per roadway crossing basis for up to three (3) crossings.

- Gauge Installation Inspections
- Control Box Wiring
- Communication Testing
- Post-Event Quality Control

3. Hardware and Equipment Procurement. Contractor will procure all necessary equipment to facilitate the project. The cost of the hardware is based on the latest quotes provided by various vendors. The quotes include the cost of the gauge pole sensor hub, flasher pole hub, gauge pole equipment, flasher pole equipment, rain buckets, and pressure transducer.

4. Software Licensing (Annual). A fixed rate annual software licensing fee is set in the amount of \$8,175 for cloud-based hosting services managed by the Contractor that can accommodate up to 3 roadway gauge site locations.

5. Training Workshop. Contractor can support College Station in preparing a half day training workshop with College Station's emergency responders as well as providing an overview with College Station's maintenance technicians on handling inspection work orders.

6. Flood Watch & Routine Monitoring – Contractor can provide on-call flood watch monitoring services during rainfall events for up to three (3) rainfall events, for an assumed eight (8) hour period per storm event. This includes remote gauge network monitoring and communication operations support with College Station personnel.

7. Documentation & Reporting. Contractor can support College Station in drafting a brief project technical memorandum that summarizes the projects planning, construction, and performance activities, as well as suggested maintenance scheduling. Contractor can revise the project report for up to one (1) round of review comments from College Station.

8. Meetings. Contractor will meet up to five (5) times with College Station. These meetings are assumed to be one (1) hour virtual conference calls.

9. Complete Final Report and Final Drawdown of Funds. At the conclusion of the project, a final project report will be submitted to HUD which will detail the activities of the project, from commencement to conclusion, and include required data and analysis from the mandatory post-construction monitoring phase. A final reimbursement request will also be submitted.

Selection of the three locations to be selected for the installation will be determined in a shared effort between the contractor and the City during the initial stages of the project. The project will positively affect the entire community of College Station. The system will close gaps in coverage in the Town's current system and the three locations for system gauges will be placed in historically low/moderate income areas in key locations to maximize effectiveness. The short list of locations were chosen due to their proximity to low-income and vulnerable residents, proximity to popular community gathering spaces, schools and to areas with gaps in coverage.

Evidence consistently shows that an investment in early warning systems can save lives. The deployment of outdoor early warning systems can alert residents to hazards and take necessary precautions when seconds can mean the difference between life and death.

| Document Type | File Name | Edit |
|---------------|-----------|------|
|---------------|-----------|------|

|                                |                                                   |                      |
|--------------------------------|---------------------------------------------------|----------------------|
| Document Type                  | File Name                                         | Edit                 |
| Other supporting documentation | Potential Flood Hazard Signal Locations[1623].jpg | <a href="#">Edit</a> |

|                    |                |                                                                                                          |                      |
|--------------------|----------------|----------------------------------------------------------------------------------------------------------|----------------------|
| Project Site Title | Street Address |                                                                                                          |                      |
|                    |                | <div> <div>✖ Missing responses</div> <div>Waiting for clarification for multi-site projects</div> </div> | <a href="#">Edit</a> |

Describe a plan for the long-term funding and management of the operations and maintenance of the project.

The City will incorporate all ongoing operations and maintenance into the City's budget. O&M will be funded through the City's general fund. Due to the City's participation in the State Flood Plan, College Station will be eligible for Flood Infrastructure Funds in 2024, which could be utilized to assist with gauge installation, as well as expand or maintain the system. Regardless of whether this funding is received, the City has the financial resources to maintain and operate the system in the future.

Please complete the proposed project schedule. In order to present the most accurate implementation schedule, please use April 1, 2023 as the start date to initiate the "Start-up Documentation" phase as this is an estimated date to initiate contract start. Note the future start date will be based on actual contract execution. The duration must be a whole number.

| Phase                     | Start      | End        | Duration |                      |
|---------------------------|------------|------------|----------|----------------------|
| Start-Up Documentation    | 11-01-2022 | 05-01-2023 | 6        | <a href="#">Edit</a> |
| Engineering Design        | 05-01-2023 | 07-01-2023 | 2        | <a href="#">Edit</a> |
| Environmental Review      | 05-01-2023 | 07-01-2023 | 2        | <a href="#">Edit</a> |
| Acquisition               | 07-01-2023 | 08-01-2023 | 1        | <a href="#">Edit</a> |
| Bid Advertisement         | 05-01-2023 | 08-01-2023 | 3        | <a href="#">Edit</a> |
| Contract Award            | 08-01-2023 | 09-01-2023 | 1        | <a href="#">Edit</a> |
| Construction NTP          | 08-01-2023 | 09-01-2023 | 1        | <a href="#">Edit</a> |
| Construction              | 09-01-2023 | 11-01-2023 | 2        | <a href="#">Edit</a> |
| Submit As-Built/COCC/FWCR | 11-01-2023 | 01-01-2024 | 2        | <a href="#">Edit</a> |
| Contract Closeout         | 04-01-2023 | 05-01-2023 | 1        | <a href="#">Edit</a> |

Total proposed number of linear feet

Note to City: Please confirm or provide edits for the above timeline.

Total number of proposed public facilities.

[Save & Return to Intake](#)

National Objective

### National Objective

Provide Total Number of Beneficiaries

23,268

Provide number of LMI Beneficiaries

16,142

Percentage of LMI Beneficiaries

69.37%

Is the applicant a HUD Exception Grantee?

No

REQUIRED: Census Geographic Area Data - Identify the census tract and block group(s) in which the project will take place

|              |              |  |  |
|--------------|--------------|--|--|
| Census Tract | Block Groups |  |  |
|--------------|--------------|--|--|



| Census Tract | Block Groups                |   |                      |
|--------------|-----------------------------|---|----------------------|
| 13.03        | Group 1 ; Group 4           | ✓ | <a href="#">Edit</a> |
| 16.06        | Group 1 ; Group 2           | ✓ | <a href="#">Edit</a> |
| 16.05        | Group 1 ; Group 2           | ✓ | <a href="#">Edit</a> |
| 17.01        | Group 1 ; Group 2           | ✓ | <a href="#">Edit</a> |
| 16.04        | Group 1                     | ✓ | <a href="#">Edit</a> |
| 16.01        | Group 1 ; Group 2 ; Group 3 | ✓ | <a href="#">Edit</a> |

Considering the project benefit service area, please indicate the Race, Ethnicity, and Gender of the households to receive benefit from the proposed project. Please use the most currently available ACS 5-Year Estimate.

Male Female Total  
11,903 11,365 23,268

| Race and Ethnicity                                    | # of Hispanic | # of Non-Hispanic | Total         |   |                      |
|-------------------------------------------------------|---------------|-------------------|---------------|---|----------------------|
| American Indian/Alaskan Native                        | 108           | 23                | 131           | ✓ | <a href="#">Edit</a> |
| American Indian/Alaskan Native/Black African American | 61            | 22                | 83            | ✓ | <a href="#">Edit</a> |
| American Indian/Alaskan Native/White                  | 111           | 40                | 151           | ✓ | <a href="#">Edit</a> |
| Asian                                                 | 0             | 2,064             | 2,064         | ✓ | <a href="#">Edit</a> |
| Asian/White                                           | 122           | 43                | 165           | ✓ | <a href="#">Edit</a> |
| Black African American                                | 123           | 1,755             | 1,878         | ✓ | <a href="#">Edit</a> |
| Black African American/White                          | 34            | 12                | 46            | ✓ | <a href="#">Edit</a> |
| Native Hawaiian / Other Pacific Islander              | 0             | 89                | 89            | ✓ | <a href="#">Edit</a> |
| Other Multi-Racial                                    | 1,422         | 507               | 1,929         | ✓ | <a href="#">Edit</a> |
| Some Other Race                                       | 858           | 16                | 874           | ✓ | <a href="#">Edit</a> |
| White                                                 | 1,242         | 14,616            | 15,858        | ✓ | <a href="#">Edit</a> |
| <b>TOT</b>                                            | <b>4,081</b>  | <b>19,187</b>     | <b>23,268</b> |   |                      |

| Document Type                    | File Name                                               | Edit                 |
|----------------------------------|---------------------------------------------------------|----------------------|
| Race/Ethnicity/Gender Calculator | race and ethnicity-calculator Flood Warning System.xlsx | <a href="#">Edit</a> |
| DPO5 (ACS 5-year estimate)       | ACS 5 Year Estimate DPO5 College Station.pdf            | <a href="#">Edit</a> |

Which HUD national objective does the project meet?

LMI

Describe activities that benefit low- and moderate-income people.

Low-and-moderate income residents are at an increased risk as a result of natural disasters, due in large part to their lack of resources or access to information. The City makes great effort to inform and prepare residents and the general public for multi-hazard mitigation. The City's online venues including the website, social media pages, informational pamphlets, educational opportunities, and local television channel 19 provide information regarding preparedness, response, and local resources to build a more disaster resilient community. The Early Flood Warning System, in particular, is aimed at providing the most detailed and efficient information possible to alert residents of flooding threats. It will also provide long-term support to mitigation efforts by providing crucial data that will inform all future mitigation projects and will provide warnings in real time to even the most vulnerable residents.

Method(s) used to determine the beneficiaries:



## LMI Area Benefit (City-wide)

## What method was used for Beneficiary Identification?

Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents. (Recommended 200 words)

Census data was collected using the CDBG-MIT Viewer. In the event of a natural disaster, the flood warning system will send alerts to all residents, meaning that the proposed project has a citywide benefit to all 120,000 residents. However, the most immediate beneficiaries are those residing in the low-income census tracts listed above who are in communities more susceptible to flooding.

| Document Type                                   | File Name                                          | Edit                 |
|-------------------------------------------------|----------------------------------------------------|----------------------|
| LMISD data and/or CDBG-MIT Survey documentation | LMI FY2021 by BLOCK GROUP Flood Warning System.csv | <a href="#">Edit</a> |
| LMISD data and/or CDBG-MIT Survey documentation | LMI FY2021 by BLOCK GROUP Flood Warning System.csv | <a href="#">Edit</a> |

U.S. Congressional District # Texas Representative District # Texas Senate District #  
10 14 5

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## Environmental

## Environmental

What is the current status of the project?

Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment?

No

Is the proposed project likely to require an archaeological assessment?

No

Is the proposed site(s) listed on the National Register of Historic Places?

No

Is the project in a designated floodway or coastal high hazard area?

Yes

Is the project in a designated special flood hazard area or a designated wetland?

No

Is any project site located in a known critical habitat for endangered species?

No

Is any project site a known hazardous site?

No

Is any project site located on federal lands or at a federal installation?

No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)?

No

What level of environmental review is likely needed for this project?

Categorical Exclusion

Provide any additional detail or information relevant to Environmental Review.

The project site is already disturbed land. The City expects a Categorical Exclusion. Environmental documentation is expected to be completed by [DATE]. Please note

| Document Type             | File Name | Edit |
|---------------------------|-----------|------|
| No Document records found |           |      |

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## Permits

## Permits and Additional Information

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work?

No

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion?

No

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A)

N/A

Save &amp; Return to Intake

## Budget Activity Lines

## Budget Activity Line Items

## Budget line items

| Program Budget Code   | CDBG-MIT Planned Amount | Other Funds   | Total              | Percent of Total |   |                      |
|-----------------------|-------------------------|---------------|--------------------|------------------|---|----------------------|
| Construction          | \$82,500.00             | \$0.00        | \$82,500.00        | 90.9%            | ✓ | <a href="#">Edit</a> |
| Engineering           | \$0.00                  | \$0.00        | \$0.00             | 0.0%             | ✓ | <a href="#">Edit</a> |
| Grant Administration  | \$8,250.00              | \$0.00        | \$8,250.00         | 9.1%             | ✓ | <a href="#">Edit</a> |
| Special Environmental | \$0.00                  | \$0.00        | \$0.00             | 0.0%             | ✓ | <a href="#">Edit</a> |
| Environmental         | \$0.00                  | \$0.00        | \$0.00             | 0.0%             | ✓ | <a href="#">Edit</a> |
| Acquisition           | \$0.00                  | \$0.00        | \$0.00             | 0.0%             | ✓ | <a href="#">Edit</a> |
| Planning              | \$0.00                  | \$0.00        | \$0.00             | 0.0%             | ✓ | <a href="#">Edit</a> |
| <b>TOT</b>            | <b>\$90,750.00</b>      | <b>\$0.00</b> | <b>\$90,750.00</b> | <b>100.0%</b>    |   |                      |

Note: Only indicate a planned amount for applicable budgeted activities

Construction or public facilities budgetary information must be provided by a professional engineer or architect licensed to practice in the state of Texas using the CDBG-MIT Budget Justification of Retail Costs (formerly Table 2) form on the GLO Recovery website.

| Document Type             | File Name | Edit |
|---------------------------|-----------|------|
| No Document records found |           |      |

Save &amp; Return to Intake

## Mitigation

## Mitigation Needs

The Disaster Impact provides the Applicant an opportunity to establish a link with a known hazard and provide a narrative as to how the community would be affected should no action be taken to mitigate against the threat.

Identify the specific risk the proposed project will mitigate against.

Riverine Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified.

The proposed flood warning system will provide flood warnings and alerts to the public, as well as notify Public Works and Emergency Management of roadway closures. The gauges will also archive historical rainfall and stream levels for model calibration for use in remapping floodplains and identifying future projects. The gauge system is more economical than traditional USGS storm gauges that have been installed in the past and incorporate a hazard warning system, which is a new feature.

There is an immediate need for this project, as it will help mitigate against the loss of life in the event of impending, life-threatening flooding emergencies. The warning system will alert residents of an impending disaster or emergency and let them know to seek shelter or avoid certain areas to mitigate against catastrophic harm. A real-life example that provides credence to this notion is a major flooding event in 2016 that left Highway 6 near College Station completely submerged underwater, trapping drivers in their vehicles and leaving them stranded in a life-threatening situation. (video of the flooding can be seen at <https://abc13.com/weather/video-major-flooding-on-highway-6-near-college-station/1357501/>) This situation fully illustrates the concept of "turn around, don't drown", which will be made increasingly possible by the early warning system.

City staff regularly inspect streets to ensure that drains and culverts are functioning properly and that there is not debris blocking drainage. This includes bringing outdated infrastructure into a modern design standard. These activities are an important part of floodplain management, and the early warning system's ability to provide raw data during flooding events will offer new insights into how to target management activities.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans.

Large swaths of College Station are located within floodplains, which often causes issues to neighborhoods and businesses located within these areas. As Stated in the City's 2019 Emergency Management Plan, the local government should, "assist our citizens in carrying out their responsibilities [preparing themselves for disasters] by providing public information and instructions prior to and during disasters". Likewise, the plan details how the government has the primary responsibility in, "identifying and mitigating hazards, preparing for and responding to, and managing the recovery from emergency situations that affect our community" while residents have the responsibility to, "prepare themselves and their families to cope with emergency situations and manage their affairs and property in ways that will aid the government in managing emergencies." The proposed Early Flood Warning System fulfills all of the aforementioned emergency management goals as it 1) provides real time information on flood threats, allowing residents and public employees to safeguard themselves and their property and carry out essential job functions and 2) provides historical data on flooding, which ultimately leads to better, more informed planning and mitigation. The proposed early warning system

aligns with the Emergency Management Plan in that it will "alert persons that flash flooding is imminent or occurring in certain streams or designated areas, and immediate action must be taken". Readiness actions include notifying the public about the warning, evacuating low-lying areas, opening emergency shelters to house evacuees, and continuous situation monitoring. The early warning system is a vital tool in aiding readiness actions.

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact.

FEMA Flood Map - College Station, TX

#### Documents

| Document Type                                                                                        | File Name                     | Edit                 |
|------------------------------------------------------------------------------------------------------|-------------------------------|----------------------|
| Scope of work information, maps, and other applicable documentation for each Local effort identified | Full_FIRM_College Station.pdf | <a href="#">Edit</a> |

Provide a brief description of how the proposed project addresses an integrated approach to mitigation.

Applicants must develop their community mitigation projects in a manner that considers an integrated approach to housing, fair housing obligations, infrastructure, economic revitalization, and overall community resilience. Consideration of long-term planning processes is also highly encouraged. Hazard mitigation presents communities with unique opportunities to examine a wide range of issues including (1) housing quality and availability, (2) road and rail networks, (3) environmental issues, (4) the adequacy of existing infrastructure, (5) opportunities for the modernization of public facilities and the built environment, (6) the development of regional and integrated systems, and (7) the stimulation of the local economy by making it more resistant to disaster.

Flooding in College Station is most common near rivers, streams, and riverines, although flooding risks increase citywide in cases of extreme or severe weather. In creating the most recent five-year Consolidated Plan, staff noted the following, "The City of College Station has experienced various natural events including strong winds, hail, tornados, and extreme heat. As the City is located approximately 150 miles from the Texas gulf coast, hurricanes can have an impact to the area. The potential impacts of climate change-including an increase in prolonged periods of extreme temperatures, more heavy precipitation, more severe storms or floods-are often most significant for vulnerable communities. The rise in temperature could lead to altered weather and precipitation patterns, a rise in severe storms, an increased risk of catastrophic floods, increased electricity costs, and ruined crops. Additionally, any increase in the ocean levels or increased storm activity will lead to people moving from the coast. An increase of people could come into the City which may drive up housing costs, reduce the availability of jobs and tax resources" The threat of worsening weather patterns, including stronger hurricanes, increased precipitation and more frequent severe storms, has underscored the importance of thoughtful and integrated hazard mitigation.

The Consolidated plan also notes that low- and moderate-income residents are at particular risk due to having less available resources to combat the impacts of natural disasters. A dramatic rise in electricity or housing costs could put them at imminent risk of homelessness or living in substandard housing conditions. The Early Warning System's ability to collect data is of the utmost importance in integrated hazard mitigation because it will provide quantifiable evidence of flooding risks in vulnerable communities and public infrastructure and can be used as justification to undertake future mitigation projects. The City's five-year Consolidated Plan outlines efforts to improve flood drainage capacity in low-income communities, at public parks and near critical infrastructure.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience.

The proposed project promotes sustainable community resilience in several ways, including:

- 1) Sending out alerts in real time regarding flooding, which keeps residents out of high-risk areas, therefore mitigating potential loss of life.
- 2) Alerting relevant City departments and Emergency Management of roadway closures, which prompts them to find the safest routes around flooding to deliver emergency services or carry out job duties.
- 3) Collecting and providing raw data to be used for modeling, thus identifying areas of greatest risk and offering valuable insight into where future mitigation efforts need to take place.
- 4) Providing crucial information needed to remap floodplains, therefore providing the most accurate information possible to citizens and businesses about flood risks.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation.

The Emergency Management Plan for Brazos County, Texas A&M University and the Cities of Bryan, College Station, Kurten and Wixon Valley includes the following language, "Proper mitigation actions, such as floodplain management and fire inspections and building inspections, can prevent or reduce disaster-related losses. Detailed-emergency planning, training of emergency responders and other personnel, and conducting periodic emergency drills and exercises can improve our readiness to deal with emergency situations." The proposed project directly aids in floodplain management by providing raw data that can be analyzed to establish the highest risk flooding locations within the jurisdiction. It provides the opportunity to remap flood maps and will be a basis for future targeted mitigation efforts. Emergency Drills can be conducted on a regular basis to familiarize residents with the warning system so that when flooding is occurring, residents will be well-equipped and prepared for potential hazards.

Was a cost-benefit analysis used in the selection of the proposed project?

No

Describe how the proposed project impacts vulnerable populations in the local community.

The City has identified twenty locations that need flood warning gauges. The three locations for the proposed project will be determined during the final design phase in coordination with the chosen contractor (see attached map). All twenty of the prospective locations for three flood warning system gauges are located within low/moderate income census tracts. Many of the neighborhoods in these tracts are located in or near low-lying areas and are more susceptible to flooding than other areas of the city. The overarching goal of the project (to reduce or eliminate loss of life and/or property damage by increasing the effectiveness of College Station's management of flood hazard events) is particularly beneficial to low/moderate income individuals because these individuals generally have access to fewer resources and live in dwellings less capable of withstanding moderate to major flooding. The early warning system will positively impact all of the 120,000 residents of college station, but especially those 23,268 individuals who live in the low-income tracts where the gauges will be located, as it is likely that the threat of flooding will be most immediate to them.

Describe how the proposed project creates economic opportunities for the local community.

Flooding continues to be a major source of turmoil for vulnerable communities, which includes both residential and commercial dwellings. Damages that result from flooding can present a significant financial burden to homeowners and business owners alike. Furthermore, not all households are able to afford to maintain flood insurance, which causes even greater issues in the event of a significant flood. For businesses, even when flood insurance is present, the time it takes to repair damages significantly cuts into profit margins. Having an early flood warning system not only mitigates loss of life and injury, it also warns individuals when there is a threat of flooding, allowing them time to potentially mitigate against the event. Less damage to homes and businesses increases the amount of money flowing throughout the local economy and gives individuals greater financial freedom.

Does this project disproportionately impact vulnerable populations in the local community?

Yes

If yes, explain in a text box.

All twenty of the locations in consideration for the flood warning system gauges are located within low-income census tracts. The neighborhoods within these tracts are often in more low-lying areas of the city, therefore putting them at increased risk of flooding. Although the warning system will benefit all 120,000 residents of College Station, the 23,268 residents within the low-income tracts will be the most immediate beneficiaries of the project, as their proximity to floodplains puts them at more imminent risk. Low-income residents tend to have access to fewer resources and their dwellings are typically less equipped to handle moderate - to - severe flooding events, which puts them at increased risk. When seeking shelter or avoiding areas of concern during flooding events can mean the difference between life and death, it is imperative that the City's most vulnerable residents are adequately served by hazard mitigation tools.

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts?

Yes

If yes, provide a description of how the proposed project does so. Additionally, identify sources and amounts of additional infrastructure funding (state and local capital improvements projects and/or private investments.)

Due to the city's participation in the State Flood Plan, they are eligible for Flood Infrastructure Funds in 2024 that could be utilized towards funding the remaining flood warning gauges.

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence?

No

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan.

In the hazard summary outlined in the Emergency Management Plan, flash flooding and river flooding were both given a "likely" occurrence rating, the second highest behind only structural fires (deemed "very likely") and both were determined to have a moderate impact on property and public health and safety. The Emergency Management Plan expressly states that preemptive floodplain management is an essential function in hazard mitigation. The proposed flood warning system will include technology that can collect raw data, which in turn can be analyzed to provide critical information on areas most susceptible to flooding. This will aid in remapping floodplains to maximize their effectiveness and ensure that floodplain management is targeted.

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects.

The ability of the gauges to archive historical rainfall and stream levels is an important contribution towards the community's resiliency against future disasters, as it will provide critical raw data that can be used to create models illustrating areas at highest risk of flooding. These models will inform the remapping of floodplains and calibrate future projects so that the community is best prepared for disasters and projects are tailored to the most immediate and pressing needs associated with flood management.

Early flood warning systems have a global history of providing crucial alerts to the communities in which they are installed. The alerts provide life-saving information to residents in even the most flood-prone communities. Bangladesh is noted by the International Federation of Red Cross and Red Crescent Society as being one of the most disaster-prone countries in the world

where major flooding events are an annual occurrence. Following significant flooding events in both 2017 and 2019, Bangladesh invested in an early flood warning system and specialized training for emergency personnel for four communities and conducted a study to test its effectiveness in providing life and property saving information during disasters. Data showed that 98% of community members received early alerts and that 83% were able to protect their valuables and 59% were able to protect financial interests. Overall, the study showed that the four communities included in the study experienced 66% less economic loss than other similarly affected communities. The system also reduced the amount of time families needed to recover from the flood by several days.

The Bangladesh example shows that a similar early warning system can provide benefits in College Station, which is much smaller and less disaster prone. Mitigation against loss of life and property is important no matter the size of the community or the disaster risk level. Flood management that is proactive, rather than reactive, is in the best interest of the community.

Save & Return to Intake



[Save & Return to Intake](#)This Project is missing information. [Click here for details.](#)

## Project Info

## Project Information

Applicants are required to provide sufficient detail about the proposed project to identify the national objective, the population that will receive benefit, the estimated costs and materials needed, the projected schedule to completion, any potential environmental impact, and other details specific to the type of project involved. Please be thorough in completing this application to ensure a successful review.

NOTE: For the project title, the spelling and capitalization together with any associated site number(s) identified in the application must be consistently used throughout the application to ensure clear identification of the full project scope, e.g., a project title of "Green Acres, Site 3" here should appear as "Green Acres, Site 3" at every other reference in this application. A reference to some other title such as "green acres subdivision" or "#3 Green Street" elsewhere in the application could cause delays in the eligibility review process.)

DRGR Activity  
Public Facilities

Project Type  
Community Centers

Project Title  
Generator at Lincoln Recreation Center

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)  
No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf).

The proposed generator will be installed at the Lincoln Recreation Center, which is located at Tarrow Park. All activities will take place at 1000 Eleanor Street and will only affect the Lincoln Recreation Center. No ground disturbance at any other location at the park will take place.

The following is a detailed scope of work for the proposed project:

1. Hire a consultant. Develop RFQ, advertise, evaluate proposals, select consultant, award final contract, and kick-off meeting with the consultant.
2. Final Design and Engineering. The Project Manager will approve final design plans for the generator.
3. Permits and Fees. Minimal permits will be needed for the project, and include a construction permit and an electrical permit. Both permits are issued by the City of College Station. All fees will be waived.
4. Mobilization. The Project Manager will execute contracts with chosen contractor, obtain purchase orders and insurance. Project Manager will conduct a pre-construction meeting with the chosen Contractor. Contractor will set up the staging area for construction.
5. Order Generator, Transfer Switch, Materials, and Hardware. Project Manager will authorize successful contractor to order long lead items.
6. Procure Equipment and Materials. The Project Manager will authorize the contractor to order long lead equipment, procure the necessary rebar, forms, and concrete to install the concrete generator pad. The Contractor will excavate, fill, and compact onsite soil, and will haul off and dispose of any excess soil to achieve design elevation, if necessary.
7. Conduit, Wiring, and Connections. The Contractor will perform all steps necessary to install all conduit and wiring to connect the diesel generators to the self-contained diesel pump system.
8. Transfer Switch. The Contractor will perform all steps necessary to install the transfer switch.
9. Generator. The Contractor will furnish all materials, equipment, implements, supplies, tools, and facilities, and perform all labor and services necessary or required for the completion of all construction work to install the back-up generator.
10. Switchboard Hardware. The Contractor will furnish all materials, equipment, implements, supplies, tools, and facilities, and perform all labor and services necessary or required to install switchboard hardware.
11. Inspection. The City's inspections team will perform all necessary inspections of the new generator.
12. Project Closeout. The Project Manager will attend to all project closeout activities and submit final reports.

| Document Type                                                 | File Name                  | Edit                 |
|---------------------------------------------------------------|----------------------------|----------------------|
| Maps indicating latitude and longitude for proposed locations | Lat-Long Map Generator.pdf | <a href="#">Edit</a> |

| Project Site Title                  | Street Address   |   |                      |
|-------------------------------------|------------------|---|----------------------|
| Lincoln Recreation Center Generator | 1000 Eleanor St. | ✓ | <a href="#">Edit</a> |

Describe a plan for the long-term funding and management of the operations and maintenance of the project.

The Lincoln Recreation Center is managed by College Station's Parks and Recreation Department. They will assume maintenance of the generator after it is installed, and long-term funding will be rolled into the City budget and maintenance schedule. Expected maintenance costs are estimated to be XXXX.

**\*\*NOTE TO CITY: Does the City already provide O&M for any generators in the city? What tasks are included in the schedule? Please note.**

Please complete the proposed project schedule. In order to present the most accurate implementation schedule, please use April 1, 2023 as the start date to initiate the "Start-up Documentation" phase as this is an estimated date to initiate contract start. Note the future start date will be based on actual contract execution. The duration must be a whole number.

| Phase                  | Start      | End        | Duration |                      |
|------------------------|------------|------------|----------|----------------------|
| Start-Up Documentation | 11-01-2022 | 03-01-2023 | 4        | <a href="#">Edit</a> |
| Engineering Design     | 03-01-2023 | 09-01-2023 | 6        | <a href="#">Edit</a> |
| Environmental Review   | 05-01-2023 | 09-01-2023 | 4        | <a href="#">Edit</a> |
| Acquisition            | 09-01-2023 | 11-01-2023 | 2        | <a href="#">Edit</a> |
| Bid Advertisement      | 09-01-2023 | 10-01-2023 | 1        | <a href="#">Edit</a> |
| Contract Award         | 10-01-2023 | 11-01-2023 | 1        | <a href="#">Edit</a> |

| Phase                      | Start      | End        | Duration |                      |
|----------------------------|------------|------------|----------|----------------------|
| Construction NTP           | 11-01-2023 | 12-01-2023 | 1        | <a href="#">Edit</a> |
| Construction               | 12-01-2023 | 02-01-2024 | 2        | <a href="#">Edit</a> |
| Submit As-Builts/COCC/FWCR | 02-01-2024 | 04-01-2024 | 2        | <a href="#">Edit</a> |
| Contract Closeout          | 04-01-2024 | 05-01-2024 | 1        | <a href="#">Edit</a> |

Total proposed number of linear feet

Note to City: Please review and provide revisions/feedback on timeline.

Total number of proposed public facilities.

1

[Save & Return to Intake](#)

National Objective

**National Objective**

Provide Total Number of Beneficiaries

14,183

Provide number of LMI Beneficiaries

9646

Percentage of LMI Beneficiaries

68.01%

Is the applicant a HUD Exception Grantee?

No

REQUIRED: Census Geographic Area Data - Identify the census tract and block group(s) in which the project will take place

| Census Tract | Block Groups                |   |                      |
|--------------|-----------------------------|---|----------------------|
| 16.05        | Group 1 ; Group 2           | ✓ | <a href="#">Edit</a> |
| 16.01        | Group 1 ; Group 2 ; Group 3 | ✓ | <a href="#">Edit</a> |
| 16.04        | Group 1 ; Group 2 ; Group 3 | ✓ | <a href="#">Edit</a> |

Considering the project benefit service area, please indicate the Race, Ethnicity, and Gender of the households to receive benefit from the proposed project. Please use the most currently available ACS 5-Year Estimate.

| Male | Female | Total  |
|------|--------|--------|
| 7255 | 6928   | 14,183 |

| Race and Ethnicity                                    | # of Hispanic | # of Non-Hispanic | Total |   |                      |
|-------------------------------------------------------|---------------|-------------------|-------|---|----------------------|
| American Indian/Alaskan Native                        | 66            | 14                | 80    | ✓ | <a href="#">Edit</a> |
| American Indian/Alaskan Native/Black African American | 37            | 13                | 50    | ✓ | <a href="#">Edit</a> |
| American Indian/Alaskan Native/White                  | 67            | 24                | 91    | ✓ | <a href="#">Edit</a> |
| Asian                                                 | 0             | 1,258             | 1,258 | ✓ | <a href="#">Edit</a> |
| Asian/White                                           | 74            | 26                | 100   | ✓ | <a href="#">Edit</a> |
| Black African American                                | 75            | 1,069             | 1,144 | ✓ | <a href="#">Edit</a> |



| Race and Ethnicity                       | # of Hispanic | # of Non-Hispanic | Total         |   |                      |
|------------------------------------------|---------------|-------------------|---------------|---|----------------------|
| Black African American/White             | 20            | 7                 | 27            | ✓ | <a href="#">Edit</a> |
| Native Hawaiian / Other Pacific Islander | 0             | 54                | 54            | ✓ | <a href="#">Edit</a> |
| Other Multi-Racial                       | 867           | 309               | 1,176         | ✓ | <a href="#">Edit</a> |
| Some Other Race                          | 523           | 10                | 533           | ✓ | <a href="#">Edit</a> |
| White                                    | 759           | 8,911             | 9,670         | ✓ | <a href="#">Edit</a> |
| <b>TOT</b>                               | <b>2,488</b>  | <b>11,695</b>     | <b>14,183</b> |   |                      |

| Document Type                                                      | File Name                                                         | Edit                 |
|--------------------------------------------------------------------|-------------------------------------------------------------------|----------------------|
| Race/Ethnicity/Gender Calculator                                   | race and ethnicity-calculator Generator.xlsx                      | <a href="#">Edit</a> |
| DP05 (ACS 5-year estimate)                                         | ACS 5 Year Estimate DP05 College Station.pdf                      | <a href="#">Edit</a> |
| Supporting census tract/block group or other beneficiary data maps | LMI FY2021 by BLOCK GROUP Generator Lincoln Recreation Center.csv | <a href="#">Edit</a> |

Which HUD national objective does the project meet?

LMI

Describe activities that benefit low- and moderate-income people.

The proposed generator will allow the Lincoln Recreation Center to act as a warming/cooling center during weather events, whether that be extreme heat or extreme cold. While the Recreation Center will be open to all College Station residents, the most likely project beneficiaries will be low-income and/or homeless individuals who do not have access to reliable shelter or heating/cooling.

During Summer months (June, July, August) average temperatures are in the upper nineties during the day. While the winter months (December, January, February) are typically mild (averages in low sixties), the City is presently ill-equipped to handle bouts of extreme cold. For example, in February 2021, most of the state of Texas experienced an extreme winter storm that brought snow, ice, and dangerously low temperatures to most of the state. College Station experienced daytime temperatures in the single digits (recording temperatures as low as six degrees), was covered in 4 inches of snow, and (according to poweroutage.us) had over 60% of households out of power.

The Snow Storm of 2021 illustrates the importance of heating/cooling stations and how they are essential to mitigating risks of serious temperature-related complications and can be lifesaving resources to the community. Low-and-moderate-income people are at an increased risk of adverse outcomes due to extreme heat or cold because they often lack essential resources (like personal generators) to maintain livable conditions within their place of residence. Heating and cooling stations, like what is to be set up at Lincoln Recreation Center, provide refuge from extreme weather that is both reliable and accessible. The new generator will provide backup power to the facility so that even in the case of the 2021 snowstorm when over 4.4 million Texans were out of power, the facility can still operate as an emergency shelter for those in need.

Method(s) used to determine the beneficiaries:

LMI Area Benefit (City-wide)

What method was used for Beneficiary Identification?

Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents. (Recommended 200 words)

Census data was collected using the CDBG-MIT Viewer. In the event of a natural disaster, the community center will be opened to all residents, meaning that the proposed project has a citywide benefit to all 120,000 residents.

| Document Type                                                      | File Name                                                         | Edit                 |
|--------------------------------------------------------------------|-------------------------------------------------------------------|----------------------|
| Supporting census tract/block group or other beneficiary data maps | LMI FY2021 by BLOCK GROUP Generator Lincoln Recreation Center.csv | <a href="#">Edit</a> |

U.S. Congressional District # Texas Representative District # Texas Senate District #  
10 14 5

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Environmental

## Environmental

What is the current status of the project?

Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment?

No

Is the proposed project likely to require an archaeological assessment?  
No

Is the proposed site(s) listed on the National Register of Historic Places?  
No

Is the project in a designated floodway or coastal high hazard area?  
No

Is the project in a designated special flood hazard area or a designated wetland?  
No

Is any project site located in a known critical habitat for endangered species?  
No

Is any project site a known hazardous site?  
No

Is any project site located on federal lands or at a federal installation?  
No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)?  
No

What level of environmental review is likely needed for this project?  
Categorical Exclusion

Provide any additional detail or information relevant to Environmental Review.  
The proposed project does not include any notable environmental risks. The project site is already disturbed land. The City expects a Categorical Exclusion once the environmental documentation is complete. The expected completion date is [DATE].

| Document Type             | File Name | Edit |
|---------------------------|-----------|------|
| No Document records found |           |      |

Save & Return to Intake

Permits

Permits and Additional Information

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work?  
Yes

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed.  
The proposed project will require a Construction Permit and Electrical Permit, both of which will be provided by the City of College Station Planning and Development Services Department. Permits take approximately one month to approve. Project staff will undergo the permit process once all mitigation projects are approved by the State.

| Document Type             | File Name | Edit |
|---------------------------|-----------|------|
| No Document records found |           |      |

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion?  
No

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A)  
N/A

Save & Return to Intake

Budget Activity Lines

Budget Activity Line Items

| Budget line items     |                         |             |              |                  |   |                      |
|-----------------------|-------------------------|-------------|--------------|------------------|---|----------------------|
| Program Budget Code   | CDBG-MIT Planned Amount | Other Funds | Total        | Percent of Total |   |                      |
| Construction          | \$132,000.00            | \$0.00      | \$132,000.00 | 90.9%            | ✓ | <a href="#">Edit</a> |
| Engineering           | \$0.00                  | \$0.00      | \$0.00       | 0.0%             | ✓ | <a href="#">Edit</a> |
| Grant Administration  | \$13,200.00             | \$0.00      | \$13,200.00  | 9.1%             | ✓ | <a href="#">Edit</a> |
| Special Environmental | \$0.00                  | \$0.00      | \$0.00       | 0.0%             | ✓ | <a href="#">Edit</a> |

| Program Budget Code | CDBG-MIT Planned Amount | Other Funds   | Total               | Percent of Total |                        |
|---------------------|-------------------------|---------------|---------------------|------------------|------------------------|
| Environmental       | \$0.00                  | \$0.00        | \$0.00              | 0.0%             | ✓ <a href="#">Edit</a> |
| Acquisition         | \$0.00                  | \$0.00        | \$0.00              | 0.0%             | ✓ <a href="#">Edit</a> |
| Planning            | \$0.00                  | \$0.00        | \$0.00              | 0.0%             | ✓ <a href="#">Edit</a> |
| <b>TOT</b>          | <b>\$145,200.00</b>     | <b>\$0.00</b> | <b>\$145,200.00</b> | <b>100.0%</b>    |                        |

Note: Only indicate a planned amount for applicable budgeted activities

Construction or public facilities budgetary information must be provided by a professional engineer or architect licensed to practice in the state of Texas using the CDBG-MIT Budget Justification of Retail Costs (formerly Table 2) form on the GLO Recovery website.

| Document Type                                                                                                                                                       | File Name                                           | Edit                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|----------------------|
| CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas) | budget-justification-of-retail-costs Generator.xlsx | <a href="#">Edit</a> |

[Save & Return to Intake](#)

## Mitigation

### Mitigation Needs

The Disaster Impact provides the Applicant an opportunity to establish a link with a known hazard and provide a narrative as to how the community would be affected should no action be taken to mitigate against the threat.

Identify the specific risk the proposed project will mitigate against.

Storms ; Tornadoes

Describe as to how the proposed project addresses/mitigates against the current and future risks identified.

**Please note.**

The proposed generator will provide backup power for the Lincoln Recreation Center, which will be used as an emergency facility or heating/cooling location in the event of extreme weather conditions. The location is large enough to accommodate **XX individuals** and will be particularly beneficial to low-income and unsheltered individuals who are more susceptible to negative outcomes as a result of extreme weather (heat strokes, hypothermia, severe weather, etc.). Installing the new generator provides reliable back-up power and ensures that the facility is fully functional for any type of event that requires mass care. The back-up power will keep heating and cooling systems working, lights on, and help maintain communication systems, both internally and externally. The Hazard Mitigation Plan identifies power failure as a likely risk that poses a moderate threat to public safety, and recent events, such as the 2021 Texas Snowstorm, provide real life examples of how widespread power outages can threaten public safety and cause potentially life-threatening situations when mitigation resources do not exist.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans.

Installing a new generator at the Lincoln Recreation Center aligns with and supports the following provisions in the Emergency Management Plan for Brazos County, Texas A&M University and Cities of Bryan, College Station, Kurten and Wixon Valley that was approved in June 2019. The provisions include:

VI. Organization and Assignment of Responsibilities Section 6.E.2.B: "Arrange for the provision of emergency power sources when required."

VIII. Readiness Levels Section 3.4 "Winter Storm Warning: Issued when heavy snow, sleet, or freezing rain are forecast to occur separately or in combination. Readiness actions may include preparing for possible power outages..."

The plan also features a Hazard Summary, which was devised by Brazos County to take into account hazards that have the potential for disrupting the community, causing casualties, and damaging or destroying public and private property. Among the identified hazards, electrical system failure is noted as being a likely occurrence that will have a moderate impact on public health and safety.

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact.

Emergency Management Plan - 2019

#### Documents

| Document Type                                                                                        | File Name                            | Edit                 |
|------------------------------------------------------------------------------------------------------|--------------------------------------|----------------------|
| Scope of work information, maps, and other applicable documentation for each Local effort identified | Emergency Management Plan - 2019.pdf | <a href="#">Edit</a> |

Provide a brief description of how the proposed project addresses an integrated approach to mitigation.

Applicants must develop their community mitigation projects in a manner that considers an integrated approach to housing, fair housing obligations, infrastructure, economic revitalization, and overall community resilience. Consideration of long-term planning processes is also highly encouraged. Hazard mitigation presents communities with unique opportunities to examine a wide range of issues including (1) housing quality and availability, (2) road and rail networks, (3) environmental issues, (4) the adequacy of existing infrastructure, (5) opportunities for the modernization of public facilities and the built environment, (6) the development of regional and integrated systems, and (7) the stimulation of the local economy by making it more resistant to disaster.

The Lincoln Recreation Center was selected as the project location because of its size, but also because of its proximity to low-income housing and at-risk populations. The proposed project represents a much-needed modernization to the Recreation Center that will aid College Station's most vulnerable residents for years to come. There are no other facilities in the area with the capacity to house so many individuals, nor is there one with adequate proximity to the most vulnerable neighborhoods in the area. The Lincoln Recreation Center is also centrally located near main roads and is a point of interest for the gray bus line for the Brazos County Transit District, meaning that individuals from all over the city will have access to it in the event of a natural disaster. The Recreation Center is well-known in the community and currently serves as a public gathering place. The Center hosts many public events and activities for youth, adults and seniors, including an After School Program, Zumba, and Senior's Night Out. The facility includes two gymnasiums, game room, fitness room, multipurpose rooms, splash pad, and a 13,000 square foot covered pavilion.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience.

The Lincoln Recreation Center itself is not located within a floodplane; however, many homes in the surrounding neighborhoods are, which makes them vulnerable to flooding events. Likewise, the Recreation Center is located at Tarrow Park, which along with its surrounding neighborhoods (including the historically low-income and racially diverse McCullah neighborhood), is located in one of the warmest areas of the city (See attached Heat Island Map). This information, coupled with the fact that the Recreation Center is located in a historically disadvantaged and low-income neighborhood, indicates that there is a high population of individuals who are susceptible to extreme heat. The facility is an ideal cooling location, as it is large enough to accommodate many individuals while also being accessible to several of the most vulnerable neighborhoods in the city. In the event of a natural disaster, including tornados, hurricanes, snow storms, etc., the Recreation Center is centrally located within the City to be easily accessible to all individuals.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation.

The proposed project aligns with and supports language in the Emergency Management Plan that outlines the importance of have backup power, should mass electrical failures occur. In hazardous situations, such as ice storms or severe weather like tornados or flooding, there is a likelihood that widespread power outages could occur, therefore leaving thousands of residents without power and considerably more vulnerable. At present, the Lincoln Recreation Center does not have a backup power source, which renders it incapable of acting as an emergency facility should power outages occur. Having the generator all but ensures that the building can function in the way it has been designed to, in the event of an emergency.

Was a cost-benefit analysis used in the selection of the proposed project?

No

Describe how the proposed project impacts vulnerable populations in the local community.

The Lincoln Recreation Center is located in Census Tract 16.05, which is a historically low-income tract. The tract has a population of 4,493 (White 55%, Black 10%, Asian 18%, Hispanic 12%, Other 3%) with a MHI of \$41,164. According to the CEQ, this CT has a higher burden for climate change, asthma, and occurrence of particulate matter. The Lincoln Recreation Center was originally constructed as the A&M Consolidated Negro School. It is now used as a community gathering and recreation center; it's close proximity to the McCulloh neighborhood, a historically African American neighborhood, makes it a suitable candidate for an emergency shelter for the area. The proposed generator will ensure that the Center is able to maintain power in the event of severe/extreme weather and provide a safe shelter for individuals in need. Being in a low-income census tract indicates that residents will have fewer resources available to them and would benefit greatly from a centralized location that offers warmth, air conditioning and electricity in the event of a disaster.

Describe how the proposed project creates economic opportunities for the local community.

**\*\*To come later. Want to get City perspective on this question.**

**Will the generator positively impact College Station's economy or the economic wellbeing of residents??**

Please note.

Does this project disproportionately impact vulnerable populations in the local community?

Yes

If yes, explain in a text box.

While open to all residents of College Station, the Lincoln Recreation Center is also adjacent to low-income neighborhoods, including the McCullough neighborhood, which is disproportionately comprised of racial and ethnic minority groups relative to the rest of the City. So, while the Center can accommodate individuals from all over the City, it will be particularly accessible to the low-income individuals and families in nearby neighborhoods.

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts?

No

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence?

No

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan.

The proposed generator is crucial to providing reliable backup power in the event of mass outages and ensures that the Lincoln Recreation Center has the capacity to withstand the challenges associated with natural disasters, extreme weather, or other circumstances that would result in the need for mass care or emergency operations. The generator is large enough to power the whole facility should the situation arise. College Station's Emergency Management Plan recognizes the importance of maintaining operations in the event of power failure, citing it as a likely event that could pose significant harm to life and property.

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects.

In the event of extreme weather events, including flooding, earthquakes or tornados, it's important for there to be an easy-to-access facility that can accommodate a large number of people. Likewise, during the heat of summer or winter weather, there are many low-income and unsheltered individuals who do not have access to a safe shelter or amenities like heating and cooling. The Lincoln Recreation Center, which is adjacent to several low-income neighborhoods, is a prime location for an emergency shelter, heating/cooling facility, etc. However, it's important that it is equipped with reliable backup power in the case of mass outages. The generator will provide a safeguard against power failure and allow the facility to operate to full capacity. The Center can also be set up as a command center in the event of extreme weather or other hazardous conditions, as it is accessible to the entire town. It is a well-known, well-equipped facility in which to provide mass care and communications to the community at-large.

Save & Return to Intake



## City of College Station &gt; Public Facilities &gt; Cooling College Station Tree Planting

[Save & Return to Intake](#)This Project is missing information. [Click here for details.](#)

## Project Info

## Project Information

Applicants are required to provide sufficient detail about the proposed project to identify the national objective, the population that will receive benefit, the estimated costs and materials needed, the projected schedule to completion, any potential environmental impact, and other details specific to the type of project involved. Please be thorough in completing this application to ensure a successful review.

NOTE: For the project title, the spelling and capitalization together with any associated site number(s) identified in the application must be consistently used throughout the application to ensure clear identification of the full project scope, e.g., a project title of "Green Acres, Site 3" here should appear as "Green Acres, Site 3" at every other reference in this application. A reference to some other title such as "green acres subdivision" or "#3 Green Street" elsewhere in the application could cause delays in the eligibility review process.)

DRGR Activity  
Public Facilities

Project Type  
Parks/Playgrounds/Other Recreational Facilities

Project Title  
Cooling College Station Tree Planting

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)  
N/A

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf).

This project will plant [NUMBER] trees in [NUMBER] of parks. All proposed activities support the goals to mitigate urban heat island effects, decrease ambient temperature, increase urban forest, and enhance greenspaces. The following activities are included in the scope of work:

**Please note.**

1. Enter into contract with the funding agency; all requirements for the city will be established, including accomplishments, payments, methods, and penalties.
2. Kick-off Meeting. The City will host a meeting for project stakeholders to discuss the project, responsibilities, and schedule.
3. Final Design. City Staff will complete final tree palette and irrigation system design.
4. Purchase Trees/Materials. Climate appropriate trees will be purchased, along with tree posts and mulch. An irrigation system will also be developed to maintain the trees once they are planted.
5. Public Outreach. The public will be informed of the tree planting via the City website and social media. The City will also advertise information regarding the ribbon cutting/tree planting event at least 30 days prior to the event.
6. Ribbon Cutting. The City will host a ribbon cutting/tree planting event open to the public.
7. Tree Planting/Installation. City staff or a selected contractor will plant XXX trees and install water-wise irrigation, mulch, and tree posts.
8. Reporting. The City will report project progress and submit invoices as defined in the contract.
8. Closeout. The City will provide all final documentation and complete funding drawdowns; any final reports will be sent to the state.

Heat islands are defined by the EPA as "islands" of higher temperatures in urbanized areas as compared with less developed surrounding areas. Across the U.S., daytime temperatures in urban areas tend to be about 1–7°F higher than in surrounding areas and nighttime temperatures are approximately 2–5°F higher. These differences are typically even greater for humid regions. College Station, through a five-year plan, has extensively explored the strategy of planting more trees within urban areas to reduce temperatures, as trees provide a wide spectrum of benefits including: energy conservation, enhanced air quality, improved water quality, enhanced aesthetics, and increased property values.

The overarching goal of the program is to reduce peak summer temperatures in College Station by an average 2 - 9 degrees and provide the community with tools that mitigate and adapt to climate hazards associated with extreme heat.

| Document Type             | File Name | Edit |
|---------------------------|-----------|------|
| No Document records found |           |      |

| Project Site Title                                                      | Street Address |  |  |
|-------------------------------------------------------------------------|----------------|--|--|
| No Project Site records found <b>To be added when sites identified.</b> |                |  |  |

Describe a plan for the long-term funding and management of the operations and maintenance of the project.

The City will incorporate all ongoing operations and maintenance into the City's budget. O&M will be funded through the City's general fund. The City has a broken down cost estimate per year for tree planting in the Cooling College Station five-year plan. This includes the price per tree and the number of trees to be planted at each priority planting location. College Station received a TAMU Community Forest grant in the amount of \$43,302.50 (with a 50/50 local match from the City for a combined total of \$86,605.) to begin tree planting activities at two parks. The funding covered planting 117 trees and installing water-wise irrigation. In the future, CDBG funds will be utilized to continue tree planting in low-income neighborhoods. The rest of the funding for the project will be a combination of other grant sources, as well as local funds.

Please complete the proposed project schedule. In order to present the most accurate implementation schedule, please use April 1, 2023 as the start date to initiate the "Start-up Documentation" phase as this is an estimated date to initiate contract start. Note the future start date will be based on actual contract execution. The duration must be a whole number.

| Phase                  | Start      | End        | Duration |                      |
|------------------------|------------|------------|----------|----------------------|
| Start-Up Documentation | 04-01-2023 | 10-01-2023 | 6        | <a href="#">Edit</a> |
| Engineering Design     | 05-01-2023 | 09-01-2023 | 4        | <a href="#">Edit</a> |
| Environmental Review   | 05-01-2023 | 09-01-2023 | 4        | <a href="#">Edit</a> |
| Acquisition            | 09-01-2023 | 11-01-2023 | 2        | <a href="#">Edit</a> |
| Bid Advertisement      | 09-01-2023 | 10-01-2023 | 1        | <a href="#">Edit</a> |
| Contract Award         | 10-01-2023 | 11-01-2023 | 1        | <a href="#">Edit</a> |

| Phase                      | Start      | End        | Duration |                      |
|----------------------------|------------|------------|----------|----------------------|
| Construction NTP           | 11-01-2023 | 12-01-2023 | 1        | <a href="#">Edit</a> |
| Construction               | 12-01-2023 | 02-01-2024 | 2        | <a href="#">Edit</a> |
| Submit As-Builts/COCC/FWCR | 02-01-2024 | 04-01-2024 | 2        | <a href="#">Edit</a> |
| Contract Closeout          | 04-01-2024 | 05-01-2024 | 1        | <a href="#">Edit</a> |

Total proposed number of linear feet

Please either confirm or provide edits to the above timeline.

Total number of proposed public facilities.

[Save & Return to Intake](#)

National Objective

**National Objective**

Provide Total Number of Beneficiaries

Provide number of LMI Beneficiaries

Percentage of LMI Beneficiaries

NOTE: TO BE ADDED WHEN SITES IDENTIFIED

Is the applicant a HUD Exception Grantee?

No

REQUIRED: Census Geographic Area Data - Identify the census tract and block group(s) in which the project will take place

| Census Tract                  | Block Groups |  |  |
|-------------------------------|--------------|--|--|
| No Census Tract records found |              |  |  |

Considering the project benefit service area, please indicate the Race, Ethnicity, and Gender of the households to receive benefit from the proposed project. Please use the most currently available ACS 5-Year Estimate.

Male   Female   Total

| Race and Ethnicity                                    | # of Hispanic | # of Non-Hispanic | Total |                                                                      |                      |
|-------------------------------------------------------|---------------|-------------------|-------|----------------------------------------------------------------------|----------------------|
| American Indian/Alaskan Native                        |               |                   |       | ✗ Missing hispanic population.<br>✗ Missing non-hispanic population. | <a href="#">Edit</a> |
| American Indian/Alaskan Native/Black African American |               |                   |       | ✗ Missing hispanic population.<br>✗ Missing non-hispanic population. | <a href="#">Edit</a> |
| American Indian/Alaskan Native/White                  |               |                   |       | ✗ Missing hispanic population.<br>✗ Missing non-hispanic population. | <a href="#">Edit</a> |
| Asian                                                 |               |                   |       | ✗ Missing hispanic population.<br>✗ Missing non-hispanic population. | <a href="#">Edit</a> |
| Asian/White                                           |               |                   |       | ✗ Missing hispanic population.<br>✗ Missing non-hispanic population. | <a href="#">Edit</a> |
| Black African American                                |               |                   |       | ✗ Missing hispanic population.<br>✗ Missing non-hispanic population. | <a href="#">Edit</a> |
| Black African American/White                          |               |                   |       | ✗ Missing hispanic population.<br>✗ Missing non-hispanic population. | <a href="#">Edit</a> |
| Native Hawaiian / Other Pacific Islander              |               |                   |       | ✗ Missing hispanic population.<br>✗ Missing non-hispanic population. | <a href="#">Edit</a> |



| Race and Ethnicity | # of Hispanic | # of Non-Hispanic | Total |                                                                      |                      |
|--------------------|---------------|-------------------|-------|----------------------------------------------------------------------|----------------------|
| Other Multi-Racial |               |                   |       | ✖ Missing hispanic population.<br>✖ Missing non-hispanic population. | <a href="#">Edit</a> |
| Some Other Race    |               |                   |       | ✖ Missing hispanic population.<br>✖ Missing non-hispanic population. | <a href="#">Edit</a> |
| White              |               |                   |       | ✖ Missing hispanic population.<br>✖ Missing non-hispanic population. | <a href="#">Edit</a> |
| <b>TOT</b>         |               |                   |       |                                                                      |                      |

| Document Type             | File Name | Edit |
|---------------------------|-----------|------|
| No Document records found |           |      |

Which HUD national objective does the project meet?

LMI

Describe activities that benefit low- and moderate-income people.

When the Cooling College Station Plan was devised in 2022, ten priority locations were identified based the hot spots where planting could produce the most beneficial outcomes for heat mitigation. Furthermore, these areas were identified as ones that provide greater certainty for the prolonged growth of the trees. Staff identified areas that would not likely be subject to future disturbance, such as street widenings, which may cause the removal of the trees before they reach maturity and provide the desired benefits. All of the locations were public parks throughout College Station, many of which are located in or adjacent to low-income census tracts or neighborhoods. Low-income and impoverished residents are at the greatest risk for heat related illnesses and have the least robust access to cooling resources. It is therefore imperative that these priority locations are the first to receive heat mitigation, as it will disproportionately affect low-income residents. The [number] parks proposed for CDBG funding are located in low/moderate income census tracts.

**\*\*More information to be added when locations are provided\*\***

Method(s) used to determine the beneficiaries:

LMI Area Benefit (City-wide)

Please note.

What method was used for Beneficiary Identification?

Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents. (Recommended 200 words)

**\*\*Need location data to complete\*\***

| Document Type             | File Name | Edit |
|---------------------------|-----------|------|
| No Document records found |           |      |

U.S. Congressional District #    Texas Representative District #    Texas Senate District #  
 10                                  12 ; 14                                  5

[Save & Return to Intake](#)

Environmental

## Environmental

What is the current status of the project?

Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment?

No

Is the proposed project likely to require an archaeological assessment?

No

Is the proposed site(s) listed on the National Register of Historic Places?

No

Is the project in a designated floodway or coastal high hazard area?

No

Is the project in a designated special flood hazard area or a designated wetland?

No

Is any project site located in a known critical habitat for endangered species?

No

Is any project site a known hazardous site?

No

Is any project site located on federal lands or at a federal installation?

No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)?

No

What level of environmental review is likely needed for this project?

Categorical Exclusion

Provide any additional detail or information relevant to Environmental Review.  
The ground at the parks has already been disturbed, so the City expects a Categorical Exclusion when the environmental review is complete. The expected completion date is XXXX.

| Document Type             | File Name | Edit |
|---------------------------|-----------|------|
| No Document records found |           |      |

Save & Return to Intake

Permits

Permits and Additional Information

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work?  
No

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion?  
No

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A)  
N/A

Save & Return to Intake

Budget Activity Lines

Budget Activity Line Items

Budget line items

| Program Budget Code   | CDBG-MIT Planned Amount | Other Funds | Total        | Percent of Total |   |      |
|-----------------------|-------------------------|-------------|--------------|------------------|---|------|
| Construction          | \$237,645.00            | \$0.00      | \$237,645.00 | 90.0%            | ✓ | Edit |
| Engineering           | \$0.00                  | \$0.00      | \$0.00       | 0.0%             | ✓ | Edit |
| Grant Administration  | \$26,405.00             | \$0.00      | \$26,405.00  | 10.0%            | ✓ | Edit |
| Special Environmental | \$0.00                  | \$0.00      | \$0.00       | 0.0%             | ✓ | Edit |
| Environmental         | \$0.00                  | \$0.00      | \$0.00       | 0.0%             | ✓ | Edit |
| Acquisition           | \$0.00                  | \$0.00      | \$0.00       | 0.0%             | ✓ | Edit |
| Planning              | \$0.00                  | \$0.00      | \$0.00       | 0.0%             | ✓ | Edit |
| TOT                   | \$264,050.00            | \$0.00      | \$264,050.00 | 100.0%           |   |      |

Note: Only indicate a planned amount for applicable budgeted activities  
Construction or public facilities budgetary information must be provided by a professional engineer or architect licensed to practice in the state of Texas using the CDBG-MIT Budget Justification of Retail Costs (formerly Table 2) form on the GLO Recovery website.

| Document Type             | File Name | Edit |
|---------------------------|-----------|------|
| No Document records found |           |      |

Save & Return to Intake

Mitigation

## Mitigation Needs

The Disaster Impact provides the Applicant an opportunity to establish a link with a known hazard and provide a narrative as to how the community would be affected should no action be taken to mitigate against the threat.

Identify the specific risk the proposed project will mitigate against.

Describe as to how the proposed project addresses/mitigates against the current and future risks identified.

According to the EPA, across the United States, daytime temperatures in urban areas tend to be between 1-7 degrees higher than in surrounding areas, and College Station has an intensity score of 6 degrees Fahrenheit. In light of this, the City has identified tree planting as a strategy to mitigate urban heat. U.S. Geological Survey Landsat satellites were used to create the City's Surface Temperature map, which guided identification of the hottest areas (i.e. priority planting locations). Project sites were also identified based upon location and benefits to the underserved communities in which they are located.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans.

The Environmental Protection Agency (EPA) states: "Urban heat islands" occur when cities replace natural land cover with dense concentrations of pavement, buildings, and other surfaces that absorb and retain heat. This effect increases energy costs (e.g., for air conditioning), air pollution levels, and heat-related illness and mortality.

The heat island effect essentially creates "islands" of higher temperatures in urbanized areas as compared with less developed surrounding areas. Across the U.S., daytime temperatures in urban areas tend to be about 1-7°F higher than in surrounding areas and nighttime temperatures are approximately 2-5°F higher. These differences are typically even greater for humid regions.

When developing the Cooling College Station five-year plan, the City found that The Bryan/College Station area has an average intensity score of 6°F, according to an analysis undertaken by Climate Central – this implies that temperatures in B/CS urbanized areas are an average of 6°F higher than in surrounding areas. Cities, including College Station, are exploring a myriad of strategies to mitigate urban heat and its impacts. These include more trees and vegetation, green roofs, cool roofs, cool pavements, and smart growth approaches to urban planning. College Station identified trees as a primary mitigation strategy, as they provide a wide spectrum of benefits, including: energy conservation, enhanced air quality, improved water quality, enhanced aesthetics, and increased property values.

In support of the City's Cooling College Station five-year plan, this project will contribute to the proposed 4,787 trees to be planted throughout the city. The City has funding to plant the first 117 trees through a TAMU Community Forest Grant. This project will contribute another ~~XX trees to public spaces~~ throughout the city and will be an integral step in mitigating heat islands and reducing the overall temperature of the city.

**Please note.**

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact.

EPA Daytime Temperatures Intensity Scale  
College Station Surface Temperature Map

### Documents

| Document Type                                                                                        | File Name                        | Edit                 |
|------------------------------------------------------------------------------------------------------|----------------------------------|----------------------|
| Scope of work information, maps, and other applicable documentation for each Local effort identified | Heat Islands Report - 202209.pdf | <a href="#">Edit</a> |

Provide a brief description of how the proposed project addresses an integrated approach to mitigation.

Applicants must develop their community mitigation projects in a manner that considers an integrated approach to housing, fair housing obligations, infrastructure, economic revitalization, and overall community resilience. Consideration of long-term planning processes is also highly encouraged. Hazard mitigation presents communities with unique opportunities to examine a wide range of issues including (1) housing quality and availability, (2) road and rail networks, (3) environmental issues, (4) the adequacy of existing infrastructure, (5) opportunities for the modernization of public facilities and the built environment, (6) the development of regional and integrated systems, and (7) the stimulation of the local economy by making it more resistant to disaster.

When the Cooling College Station five-year plan was in development, and after the temperature data had been collected and mapped, careful consideration was given to ensuring that priority planting locations were easily accessible and frequently used by historically disadvantaged communities. Historical data showed that the most vulnerable communities had been established nearest to schools and public parks and were, in many cases, surrounded by commercial land use. This pattern reflects racial segregation of the past that has manifested into cycles of generation poverty and leaves many residents vulnerable to excessive heat and the effects of climate change.

Research also indicated that due to the excessive heat near these underserved communities, there is a distinct lack of infrastructure to mitigate heat islands. Two parks that have been identified at priority planting locations (and have already received some trees) are Bee Creek Park and W.A. Tarrow Park and Wayne Smith Athletic Complex. Bee Creek Park is located in Census Tract 604 with a population of 5,598 (White 66%, Black 7%, Asian 14%, Hispanic 10%, Other 2%) with a MHI of \$29,167. According to the Council on Environmental Quality (CEQ), this CT has a higher burden for climate change, lack of greenspace, housing costs, asthma, and occurrence of particulate matter.

W. A. Tarrow Park & Wayne Smith Athletic Complex is located in CT 601 with a population of 4,493 (White 55%, Black 10%, Asian 18%, Hispanic 12%, Other 3%) with a MHI of \$41,164. According to the CEQ, this CT has a higher burden for climate change, asthma, and occurrence of particulate matter. This park is located adjacent to the McCulloch neighborhood which is historically an African American neighborhood and is also home to the Lincoln Recreation Center which was originally constructed as the A&M Consolidated Negro School and is now used as a community gathering and recreation center.

The two aforementioned parks are two examples of the larger plan to integrate heat island mitigation with community revitalization. The first step in truly revitalizing the community is to identify the most intrinsic needs of vulnerable population groups. By connecting heat island mitigation to proximity to low-income neighborhoods, the City is making a concentrated effort to modernize public facilities and the built environment in way that makes it more resistant to environmental risk.

**\*\*More information to be added with locations\*\* Please note.**

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience.

City staff, wanting to ensure that the project was targeted and an effective mitigation strategy for College Station's heat and climate issues, sought to employ the use of technology that would provide them the most accurate information possible. The proposed project utilized state-of-the-art LiDAR imaging and satellite data to develop the Cooling College Station five-year plan and heat mapping. The Estimated Surface Temperature Map was created in 2021 using United States Geological Survey Landsat satellite data. The map was created using a ratio to convert from digital numbers collected at the satellite into temperature at a spatial resolution of 60 square meters per pixel. Staff members examined heat throughout the City using different spatial perspectives and identified hot spots on the Landsat raw data heat map, then proceeded to create maps to aggregate the data by averaging the raw temperature data within each half-mile grid square or Census block. This data was then prioritized based on proximity to historically disadvantaged communities. The five-year plan will act as a guiding document for all mitigation activities dealing with heat islands and climate change. At the conclusion of the five year plan, a proposed 4,787 trees will have been planted in College Station. The proposed project is the next step. The project will provide an additional XXXX trees in XXX parks located in low/moderate income census tracts.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation.

In 2022, the City developed Cooling College Station: A Five Year Planting Plan for Urban Heat Mitigation. The plan gives an overview of the urban heat phenomenon, maps and analysis on vegetative cover and surface area temperatures and makes recommendations to plant 4,787 trees on public properties. The overarching goals of the plan are to mitigate urban heat island effects, decrease ambient temperatures, increase urban forests, positively impact health outcomes, and enhance greenspaces in underserved communities.

Was a cost-benefit analysis used in the selection of the proposed project?

No

Describe how the proposed project impacts vulnerable populations in the local community.

The project goal is to mitigate urban heat and its impact on residents, and in particular underserved communities that are historically disproportionately affected by climate change. Equity and accessibility objectives are as follows:

1. Cultivate equity. Early neighborhoods in College Station developed around parks, schools and major university entrances, often bordered by commercial land uses on major thoroughfares reflecting the racial segregation patterns of the time. The City took these historic socio-spatial trends and their impacts into consideration when developing the project to reflect the needs and desires of surrounding communities.

2. Enhance quality of life. Trees will provide shade, respite, beautification, noise reduction, and thriving wildlife habitat for residents, especially those in vulnerable communities who utilize the parks frequently.

3. Decrease heat related impacts. The project is expected to help lower the surrounding ambient temperature in parks throughout College Station. Extreme heat is the leading cause of illnesses and death, especially in vulnerable populations such as the elderly, infants, and the poor. Through shade and evapotranspiration, trees can help reduce temperatures by 2 to 9 degrees.

Describe how the proposed project creates economic opportunities for the local community.

By mitigating heat islands with the ultimate goal of reducing heat throughout College Station by several degrees, the City is investing in the health and wellbeing of citizens. When people are not experiencing the negative health outcomes associated with extreme heat, they are more likely to participate in their local economy and are not as financially hindered. Likewise, communities that invest in the wellbeing of their citizens are more appealing for economic development and will attract a larger array of both new and continued business.

Does this project disproportionately impact vulnerable populations in the local community?

Yes

If yes, explain in a text box.

While College Station has made considerable strides in creating a more equitable community for all residents, the repercussions of racial segregation and socio-economic disparities can still be felt in the most vulnerable areas of the community. Because vulnerable communities tend to be located closest to places like parks, schools and similar places, the Cooling College Station five-year plan took this into account when identifying priority planting locations. Likewise, it is those who are socioeconomically disadvantaged who historically utilize public spaces the most. It is these same individuals who are the most susceptible to negative health outcomes related to excessive heat and who have the scarcest resources available to combat the effects of climate change. By ensuring that the first areas to receive heat island mitigation are the areas most likely to benefit vulnerable populations, the City is making targeted efforts to provide equity to all residents.

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts?

Yes

If yes, provide a description of how the proposed project does so. Additionally, identify sources and amounts of additional infrastructure funding (state and local capital improvements projects and/or private investments.)

The City received \$46,302.50 from a TAMU grant to plant 117 trees at two parks. The City invested a 50/50 match into the project using general funds.

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence?

No

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan.

The Cooling College Station five-year plans calls for planting 4,787 trees. In March 2023, the City was awarded TAMU funding to plant 117 trees at two public parks. This project acts as phase two in a multi-phase project, which will eventually include residential tree planting as well. The mitigation plan also calls for increased public awareness. Although not part of the funding request for this application, the City will continue distributing materials at outreach events to inform the public about the anticipated benefits of tree planting to the community and environment, as well as increase public awareness of heat island mitigation efforts. This will likely increase public participation in tree planting events, including a proposed residential tree planting program in the future. One of the fundamental goals of the mitigation plan is to increase civic pride as residents work together to address local environmental issues. This shared sense of ownership will help maintain the project as the City works through the five-year mitigation plan, and will be instrumental in sustaining the project in the future.

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects.

The anticipated project outcomes will extend far beyond the life of the project. The project is part of a larger roadmap to provide long-term solutions to address heat island effects, climate change and urban forest health with an equity and accessibility lens focused on the needs of all City residents. The proposed project is one phase within a larger project that will plant trees at key locations throughout the city with the overarching goal of reducing the city's overall urban temperature by several degrees.

Save & Return to Intake

## CDBG-MIT Attachments

### Section 1: General Attachments

- 1.1 Sam.gov Registration
- 1.2 Applicant Certification Form
- 1.3 Most Recent Financial Statement/Audit
- 1.4 SF424
- 1.5 Fair Housing Analysis
- 1.6 Local Procurement Policies
- 1.7 ACS 5-Year Estimate
- 1.8 Affidavit of Publication
- 1.9 Notice of Public Hearing
- 1.10 Newspaper Notice
- 1.11 Signed Resolution
- 1.12 Citizen Participation Plan

### Section 2: Early Warning System Attachments

- 2.1 Latitude/Longitude Map
- 2.2 ACS 5-Year Table
- 2.3 Race/Ethnicity Calculator
- 2.4 LMISD Table
- 2.5 Detailed Budget Form
- 2.6 FEMA Flood Map
- 2.7 Early Warning System Possible Locations
- 2.8 Detailed Quote

### Section 3: Generator

- 3.1 Latitude/Longitude Map
- 3.2 Race/Ethnicity Calculator
- 3.3 LMISD Table
- 3.4 Detailed Budget Form
- 3.5 Emergency Management Plan
- 3.6 Heat Island Map
- 3.7 Transit Map

### Section 4: Cooling College Station Tree Planting

- 4.1 Latitude/Longitude Map
- 4.2 Race/Ethnicity Calculator
- 4.3 LMISD Table
- 4.4 Cooling College Station 5-Year Plan

## Entity Workspace Results 1 Total Results

### City Of College Station

**Unique Entity ID:** FYUCEXMLCQH7

**CAGE/NCAGE:** 5JGB9

**Entity Status:** Active Registration

**Doing Business As:**

**Physical Address:**

1101 Texas Ave  
College Station , TX  
77840 USA

**Expiration Date:**

Dec 22, 2023

**Purpose of Registration:**

All Awards





**Texas General Land Office  
Community Development and Revitalization Division  
Mitigation – Local Certifications**

Each Applicant for Community Development Block Grant Mitigation ("CDBG-MIT") funding must complete Federal Assistance Standard Form 424 (SF-424) and certify that local certifications included in this application guide were followed in the preparation of any CDBG-MIT program application. Additionally, Applicant must certify that it will continue to follow local certifications in the event that funding is awarded and Applicant is reclassified as a Subrecipient.

Each Applicant/Subrecipient must comply with the provisions of the National Environmental Policy Act ("NEPA"), the Council on Environmental Quality ("CEQ") regulations, the requirements set forth in Title 24 of the Code of Federal Regulations ("CFR") part 58, and applicable Texas General Land Office policy directives.

Each Applicant/Subrecipient must comply with all applicable federal and state laws, including environmental, labor (Davis-Bacon Act), the procurement procedures and contract requirements found at 2 C.F.R. §200.318 – §200.326, and all civil rights requirements.

Each Applicant/Subrecipient certifies, as outlined in 84 FR 45838 (August 30, 2019), the following:

- A. The Applicant/Subrecipient certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with CDBG-MIT funds.
- B. The Applicant/Subrecipient certifies its compliance with restrictions on lobbying as required by 24 C.F.R. part 87, together with disclosure forms, if required by part 87.
- C. Any entity or entities designated by the subrecipient, and any contractor, subrecipient, or designated public agency carrying out an activity with CDBG-MIT funds, possess(es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and the federal register notice. The subrecipient certifies that activities to be undertaken with CDBG-MIT funds are consistent with the Action Plan.
- D. The Applicant/Subrecipient certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Act ("URA"), as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for CDBG-MIT funds.
- E. The Applicant/Subrecipient certifies that it will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) and implementing regulations at 24 C.F.R. part 135.

Placeholder  
Attachment 1.3:  
Most Recent Financial Statement

F. The Applicant/Subrecipient certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR §91.115 or §91.105 (except as provided for in notices providing waivers and alternative requirements for this grant). Also, each local government receiving assistance from a state grantee must follow a detailed citizen participation plan that satisfies the requirements of 24 CFR §570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).

G. The Applicant/Subrecipient certifies that it is complying with each of the following criteria:

1) Funds will be used solely for necessary expenses related to mitigation activities, as applicable, in the most impacted and distressed areas for which the President declared a major disaster in 2015, 2016, or 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. §5121 et seq.).

2) With respect to activities expected to be assisted with CDBG-MIT funds, the relevant action plan has been developed to give priority to activities that will benefit low- and moderate-income families.

3) The aggregate use of CDBG-MIT funds shall principally benefit low- and moderate-income families in a manner that ensures that at least 50 percent (or another percentage permitted by HUD in a waiver published in an applicable Federal Register notice) of the CDBG-MIT grant amount is expended for activities that benefit such persons.

4) The Applicant/Subrecipient will not attempt to recover any capital costs of public improvements assisted with CDBG-MIT funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

i. CDBG-MIT funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or

ii. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).

H. The Applicant/Subrecipient certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d), the Fair Housing Act (42 U.S.C. §3601-§3619), and implementing regulations, and that it will affirmatively further fair housing.

I. The Applicant/Subrecipient certifies that it has adopted and is enforcing the following policies, and, in addition, must certify that they will require local governments that receive grant funds to certify that they have adopted and are enforcing:

1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations;

2) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

J. The Applicant/Subrecipient certifies that it (and any administering entity) currently has or will develop and maintain the capacity to carry out mitigation activities, as applicable, in a timely manner and that the subrecipient has reviewed the respective requirements of this notice.

K. The Applicant/Subrecipient certifies that it will not use CDBG-MIT funds for any activity in an area identified as flood prone for land use or hazard mitigation planning purposes by the state, local, or tribal government or delineated as a Special Flood Hazard Area (or 100-year floodplain) in FEMA's most current flood advisory maps, unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain, in accordance with Executive Order 11988 and 24 C.F.R. part 55. The relevant data source for this provision is the state, local, and tribal government land use regulations and hazard mitigation plans and the latest-issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.

L. The Applicant/Subrecipient certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, I, K, and R.

M. The Applicant/Subrecipient certifies that it will comply with environmental requirements at 24 CFR part 58.

N. The Applicant/Subrecipient certifies that it will comply with applicable laws.

**WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. §287; 18 U.S.C. §1001, AND 31 U.S.C. § 3729.**

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document knowing the writing or document to contain materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, §1001.

---

*Printed Name of Authorized Signatory*

---

*Date*

---

*Signature of Authorized Signatory*

## Application for Federal Assistance SF-424

**\* 1. Type of Submission:**

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

**\* 2. Type of Application:**

- ☒ New  
☐ Continuation  
☐ Revision

**\* If Revision, select appropriate letter(s):**

**\* Other (Specify):**

**\* 3. Date Received:**

03/28/2023

**4. Applicant Identifier:**

**5a. Federal Entity Identifier:**

**5b. Federal Award Identifier:**

**State Use Only:**

**6. Date Received by State:**

**7. State Application Identifier:**

**8. APPLICANT INFORMATION:**

**\* a. Legal Name:**

City of College Station, TX

**\* b. Employer/Taxpayer Identification Number (EIN/TIN):**

746000534

**\* c. UEI:**

FYUCEXMLCQH7

**d. Address:**

**\* Street1:**

1101 Texas Ave.

**Street2:**

**\* City:**

College Station

**County/Parish:**

**\* State:**

TX: Texas

**Province:**

**\* Country:**

USA: UNITED STATES

**\* Zip / Postal Code:**

77842-2433

**e. Organizational Unit:**

**Department Name:**

Community Development

**Division Name:**

**f. Name and contact information of person to be contacted on matters involving this application:**

**Prefix:**

Ms.

**\* First Name:**

Debbie

**Middle Name:**

**\* Last Name:**

Eller

**Suffix:**

**Title:**

Director of Community Development

**Organizational Affiliation:**

City of College Station, TX

**\* Telephone Number:**

979-764-3771

**Fax Number:**

**\* Email:**

deller@cstx.gov

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

United States Department of Housing and Urban Development

### 11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

### \* 12. Funding Opportunity Number:

N/A

\* Title:

Texas CDBG-MIT Regional Mitigation Program

### 13. Competition Identification Number:

Title:

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

Three Mitigation Projects for College Station, TX

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments



**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\* a. Applicant TX-10

\* b. Program/Project TX-10

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date: 05/01/2023

\* b. End Date: 12/31/2023

**18. Estimated Funding (\$):**

\* a. Federal

\* b. Applicant

\* c. State

500,000.00

\* d. Local

\* e. Other

\* f. Program Income

\* g. TOTAL

500,000.00

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr.

\* First Name: Bryan

Middle Name: 

\* Last Name: Woods

Suffix: 

\* Title: City Manager

\* Telephone Number: 979-764-3510

Fax Number: 

\* Email: cmo@cstx.gov

\* Signature of Authorized Representative: \* Date Signed:

Placeholder  
Attachment 1.5: Fair Housing Analysis

# Placeholder

## Attachment 1.6: Procurement Policies

|                                   | College Station city, Texas |                 |         |                         |
|-----------------------------------|-----------------------------|-----------------|---------|-------------------------|
| Label                             | Estimate                    | Margin of Error | Percent | Percent Margin of Error |
| SEX AND AGE                       |                             |                 |         |                         |
| Total population                  | 120,032                     | ±50             | 120,032 | (X)                     |
| Male                              | 61,402                      | ±2,339          | 51.2%   | ±1.9                    |
| Female                            | 58,630                      | ±2,340          | 48.8%   | ±1.9                    |
| Sex ratio (males per 100 females) | 104.7                       | ±8.1            | (X)     | (X)                     |
| Under 5 years                     | 6,575                       | ±1,354          | 5.5%    | ±1.1                    |
| 5 to 9 years                      | 7,422                       | ±1,673          | 6.2%    | ±1.4                    |
| 10 to 14 years                    | 5,067                       | ±1,334          | 4.2%    | ±1.1                    |
| 15 to 19 years                    | 17,125                      | ±1,640          | 14.3%   | ±1.4                    |
| 20 to 24 years                    | 30,492                      | ±2,508          | 25.4%   | ±2.1                    |
| 25 to 34 years                    | 17,439                      | ±1,922          | 14.5%   | ±1.6                    |
| 35 to 44 years                    | 11,726                      | ±1,828          | 9.8%    | ±1.5                    |
| 45 to 54 years                    | 8,345                       | ±1,806          | 7.0%    | ±1.5                    |
| 55 to 59 years                    | 3,363                       | ±937            | 2.8%    | ±0.8                    |
| 60 to 64 years                    | 4,408                       | ±969            | 3.7%    | ±0.8                    |
| 65 to 74 years                    | 5,617                       | ±1,316          | 4.7%    | ±1.1                    |
| 75 to 84 years                    | 2,071                       | ±624            | 1.7%    | ±0.5                    |
| 85 years and over                 | 382                         | ±297            | 0.3%    | ±0.2                    |
| Median age (years)                | 22.9                        | ±0.5            | (X)     | (X)                     |
| Under 18 years                    | 23,125                      | ±2,188          | 19.3%   | ±1.8                    |
| 16 years and over                 | 99,251                      | ±2,028          | 82.7%   | ±1.7                    |
| 18 years and over                 | 96,907                      | ±2,185          | 80.7%   | ±1.8                    |
| 21 years and over                 | 75,125                      | ±3,190          | 62.6%   | ±2.7                    |
| 62 years and over                 | 10,730                      | ±1,783          | 8.9%    | ±1.5                    |
| 65 years and over                 | 8,070                       | ±1,496          | 6.7%    | ±1.2                    |
| 18 years and over                 | 96,907                      | ±2,185          | 96,907  | (X)                     |
| Male                              | 49,664                      | ±2,377          | 51.2%   | ±1.9                    |
| Female                            | 47,243                      | ±1,959          | 48.8%   | ±1.9                    |

|                                            | College Station city, Texas |                 |         |                         |
|--------------------------------------------|-----------------------------|-----------------|---------|-------------------------|
| Label                                      | Estimate                    | Margin of Error | Percent | Percent Margin of Error |
| Sex ratio (males per 100 females)          | 105.1                       | ±8.1            | (X)     | (X)                     |
| 65 years and over                          | 8,070                       | ±1,496          | 8,070   | (X)                     |
| Male                                       | 4,307                       | ±873            | 53.4%   | ±5.6                    |
| Female                                     | 3,763                       | ±866            | 46.6%   | ±5.6                    |
| Sex ratio (males per 100 females)          | 114.5                       | ±25.8           | (X)     | (X)                     |
| RACE                                       |                             |                 |         |                         |
| Total population                           | 120,032                     | ±50             | 120,032 | (X)                     |
| One race                                   | 107,793                     | ±2,873          | 89.8%   | ±2.4                    |
| Two or more races                          | 12,239                      | ±2,871          | 10.2%   | ±2.4                    |
| One race                                   | 107,793                     | ±2,873          | 89.8%   | ±2.4                    |
| White                                      | 81,820                      | ±3,215          | 68.2%   | ±2.7                    |
| Black or African American                  | 9,685                       | ±2,627          | 8.1%    | ±2.2                    |
| American Indian and Alaska Native          | 674                         | ±616            | 0.6%    | ±0.5                    |
| Cherokee tribal grouping                   | N                           | N               | N       | N                       |
| Chippewa tribal grouping                   | N                           | N               | N       | N                       |
| Navajo tribal grouping                     | N                           | N               | N       | N                       |
| Sioux tribal grouping                      | N                           | N               | N       | N                       |
| Asian                                      | 10,646                      | ±1,431          | 8.9%    | ±1.2                    |
| Asian Indian                               | 2,817                       | ±1,545          | 2.3%    | ±1.3                    |
| Chinese                                    | 3,120                       | ±1,492          | 2.6%    | ±1.2                    |
| Filipino                                   | 554                         | ±429            | 0.5%    | ±0.4                    |
| Japanese                                   | 0                           | ±249            | 0.0%    | ±0.2                    |
| Korean                                     | 1,035                       | ±919            | 0.9%    | ±0.8                    |
| Vietnamese                                 | 399                         | ±383            | 0.3%    | ±0.3                    |
| Other Asian                                | 2,721                       | ±2,021          | 2.3%    | ±1.7                    |
| Native Hawaiian and Other Pacific Islander | 460                         | ±448            | 0.4%    | ±0.4                    |

|                                                                 | College Station city, Texas |                 |         |                         |
|-----------------------------------------------------------------|-----------------------------|-----------------|---------|-------------------------|
| Label                                                           | Estimate                    | Margin of Error | Percent | Percent Margin of Error |
| Native Hawaiian                                                 | N                           | N               | N       | N                       |
| Chamorro                                                        | N                           | N               | N       | N                       |
| Samoan                                                          | N                           | N               | N       | N                       |
| Other Pacific Islander                                          | N                           | N               | N       | N                       |
| Some other race                                                 | 4,508                       | ±2,035          | 3.8%    | ±1.7                    |
| Two or more races                                               | 12,239                      | ±2,871          | 10.2%   | ±2.4                    |
| White and Black or African American                             | 235                         | ±263            | 0.2%    | ±0.2                    |
| White and American Indian and Alaska Native                     | 775                         | ±313            | 0.6%    | ±0.3                    |
| White and Asian                                                 | 854                         | ±648            | 0.7%    | ±0.5                    |
| Black or African American and American Indian and Alaska Native | 424                         | ±674            | 0.4%    | ±0.6                    |
| Race alone or in combination with one or more other races       |                             |                 |         |                         |
| Total population                                                | 120,032                     | ±50             | 120,032 | (X)                     |
| White                                                           | 92,818                      | ±3,041          | 77.3%   | ±2.5                    |
| Black or African American                                       | 10,593                      | ±2,755          | 8.8%    | ±2.3                    |
| American Indian and Alaska Native                               | 2,784                       | ±1,148          | 2.3%    | ±1.0                    |
| Asian                                                           | 12,111                      | ±1,364          | 10.1%   | ±1.1                    |
| Native Hawaiian and Other Pacific Islander                      | 509                         | ±458            | 0.4%    | ±0.4                    |
| Some other race                                                 | 14,026                      | ±3,444          | 11.7%   | ±2.9                    |
| HISPANIC OR LATINO AND RACE                                     |                             |                 |         |                         |
| Total population                                                | 120,032                     | ±50             | 120,032 | (X)                     |
| Hispanic or Latino (of any race)                                | 21,054                      | ±3,518          | 17.5%   | ±2.9                    |
| Mexican                                                         | 16,109                      | ±3,547          | 13.4%   | ±3.0                    |



|                                                              | College Station city, Texas |                 |         |                         |
|--------------------------------------------------------------|-----------------------------|-----------------|---------|-------------------------|
| Label                                                        | Estimate                    | Margin of Error | Percent | Percent Margin of Error |
| Puerto Rican                                                 | 453                         | ±476            | 0.4%    | ±0.4                    |
| Cuban                                                        | 157                         | ±242            | 0.1%    | ±0.2                    |
| Other Hispanic or Latino                                     | 4,335                       | ±2,003          | 3.6%    | ±1.7                    |
| Not Hispanic or Latino                                       | 98,978                      | ±3,522          | 82.5%   | ±2.9                    |
| White alone                                                  | 75,403                      | ±3,408          | 62.8%   | ±2.8                    |
| Black or African American alone                              | 9,051                       | ±2,660          | 7.5%    | ±2.2                    |
| American Indian and Alaska Native alone                      | 117                         | ±120            | 0.1%    | ±0.1                    |
| Asian alone                                                  | 10,646                      | ±1,431          | 8.9%    | ±1.2                    |
| Native Hawaiian and Other Pacific Islander alone             | 460                         | ±448            | 0.4%    | ±0.4                    |
| Some other race alone                                        | 84                          | ±138            | 0.1%    | ±0.1                    |
| Two or more races                                            | 3,217                       | ±1,100          | 2.7%    | ±0.9                    |
| Two races including Some other race                          | 510                         | ±312            | 0.4%    | ±0.3                    |
| Two races excluding Some other race, and Three or more races | 2,707                       | ±1,045          | 2.3%    | ±0.9                    |
| Total housing units                                          | 48,960                      | ±2,613          | (X)     | (X)                     |
| CITIZEN, VOTING AGE POPULATION                               |                             |                 |         |                         |
| Citizen, 18 and over population                              | 88,612                      | ±2,404          | 88,612  | (X)                     |
| Male                                                         | 44,652                      | ±2,385          | 50.4%   | ±2.1                    |
| Female                                                       | 43,960                      | ±1,964          | 49.6%   | ±2.1                    |

Placeholder  
Attachment 1.8: Affidavit of Publication

## NOTICE OF PUBLIC HEARING

The City of College Station City Council will hold a public hearing to consider adopting the draft Community Development Block Grant – Regional Mitigation Program Plan for the City of College Station to received \$500,000.00 from the Texas General Land Office through the Brazos Valley Council of Governments Method of Distribution.

The proposed projects include:

Installation of a Generator in the Lincoln Recreation Center: \$145,200;

Flood Warning System at 2 – 3 locations: \$90,750;

Acquisition of 137 Southland located in a floodplain: \$75,500;

Cooling College Station Plan implementation expenses: \$188,550.

The hearing will be held in the Council Chambers of the College Station City Hall, 1101 Texas Avenue at the 6:00 p.m. meeting of the City Council on Thursday, April 13, 2023.

In the event that the City Council meetings are to be conducted via virtual platform, instructions to access the meeting, speaker protocol, and an electronic copy the agenda packet will be available 72 hours prior to the hearing at [www.cstx.gov/publicmeetinginstructions](http://www.cstx.gov/publicmeetinginstructions). Members of the public are entitled to participate and address the governmental body during any telephonic or videoconference meeting.

The draft plan can be viewed at:

[https://www.cstx.gov/departments\\_city\\_hall/commserv/development/publications](https://www.cstx.gov/departments_city_hall/commserv/development/publications)



For additional information, please contact Debbie Eller, Project Manager, at 979.764.3771.

Any request for sign interpretive services for the hearing impaired must be made 48 hours before the meeting. To make arrangement call 979.764.3541 or (TDD) 1.800.735.2989.



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3-30-23

**RESOLUTION NO. 10-13-22-8.14**

**A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE ACCEPTANCE OF COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION FUNDS FROM THE GENERAL LAND OFFICE THROUGH THE BRAZOS VALLEY COUNCIL OF GOVERNMENTS REGIONAL MITIGATION PROGRAM.**

**WHEREAS**, the Texas General Land Office (GLO) allocated \$25,041,000 to the Brazos Valley Region as part of the Regional Mitigation Program; and

**WHEREAS**, the Brazos Valley Council of Governments (BVCOG) has been tasked with developing the method by which the funds will be distributed, also known as a Method of Distribution (MOD), under the State of Texas Community Development Block Grant Mitigation Action Plan, as amended; and

**WHEREAS**, the City of College Station, Texas, is included as a potential recipient of funding in the minimum amount of \$500,000, pending approval by the BVCOG Board of Directors and final approval by the GLO; and

**WHEREAS**, CDBG-MIT funds are required to reach a threshold tied to benefitting low- and moderate-income (LMI) persons and 100% of funds should be used for projects that benefit LMI persons in College Station; now, therefore:

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

**PART 1:** That the City Council hereby accepts the Community Development Block Grant Mitigation funds in the minimum amount of \$500,000;

**PART 2:** That the City Council hereby authorizes and designates the City Manager or his designee to sign all required applications, certifications, evaluations, and other forms required by GLO or BVCOG on behalf of the City of College Station.

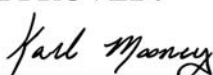
**PART 3:** That this resolution shall take effect immediately from and after its passage.

**ADOPTED this 13<sup>th</sup> day of October, 2022.**

**ATTEST:**

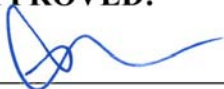
  
\_\_\_\_\_  
City Secretary

**APPROVED:**

  
\_\_\_\_\_  
Mayor



**APPROVED:**



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**City Attorney**

# Placeholder

## Attachment 1.12: Citizen Participation Plan

Placeholder  
Attachment 2.1: Latitude/Longitude Map  
Early Warning System

## INSTRUCTIONS AND DATA SOURCE

Data Source: Most Recent ACS 5-year Est. - Table DP05

City Applicants: Enter city-wide data as reflected on Table DP05

County Applicants: Enter census tract data as reflected on Table DP05

|                                                                   |  |                      |              |
|-------------------------------------------------------------------|--|----------------------|--------------|
| APPLICANT:                                                        |  | College Station, TX  |              |
| Sex and Age                                                       |  | ENTER DP05 DATA HERE |              |
| Male:                                                             |  | 61,402               |              |
| Female:                                                           |  | 58630                |              |
| One Race                                                          |  |                      |              |
| White:                                                            |  | 81820                |              |
| Black or African American:                                        |  | 9685                 |              |
| American Indian and Alaska Native:                                |  | 674                  |              |
| Asian:                                                            |  | 10646                |              |
| Native Hawaiian and Other Pacific Islander:                       |  | 460                  |              |
| Some Other Race:                                                  |  | 4508                 |              |
| Two or more races:                                                |  | 12239                |              |
| -White and Black or African American:                             |  | 235                  |              |
| -White and American Indian and Alaska Native:                     |  | 775                  |              |
| -White and Asian:                                                 |  | 854                  |              |
| -Black or African American and American Indian and Alaska Native: |  | 424                  |              |
| Hispanic or Latino and Race                                       |  |                      |              |
| Hispanic or Latino (of any race):                                 |  | 21054                |              |
| Not Hispanic or Latino:                                           |  | 98978                |              |
| -White alone:                                                     |  | 75403                |              |
| -Black or African American alone:                                 |  | 9051                 |              |
| -American Indian and Alaska Native alone:                         |  | 117                  |              |
| -Asian alone:                                                     |  | 10646                |              |
| -Native Hawaiian and Other Pacific Islander alone:                |  | 460                  |              |
| -Some other race alone:                                           |  | 84                   |              |
| -Two or more races:                                               |  | 3217                 |              |
| Enter Number of Project Beneficiaries:                            |  |                      |              |
|                                                                   |  | 23268                |              |
| Gender of Project Beneficiaries                                   |  |                      |              |
| Male                                                              |  | 11903                |              |
| Female                                                            |  | 11365                |              |
| Race and Ethnicity of Project Beneficiaries                       |  | Hispanic             | Non-Hispanic |
| White                                                             |  | 1242                 | 14616        |
| Black/African American                                            |  | 123                  | 1755         |
| American Indian/Alaska Native                                     |  | 108                  | 23           |
| Asian                                                             |  | 0                    | 2064         |
| Native Hawaiian/Other Pacific Islander                            |  | 0                    | 89           |
| Some Other Race                                                   |  | 858                  | 16           |
| White and Black/African American                                  |  | 34                   | 12           |
| White and American Indian/Alaska Native                           |  | 111                  | 40           |
| White and Asian                                                   |  | 122                  | 43           |
| Black/African American and American Indian/Alaska Native          |  | 61                   | 22           |
| Other multi racial                                                |  | 1422                 | 507          |
| Total:                                                            |  | 23268                |              |

| STATEFP | COUNTYFP | TRACTCE | BLKGRPCE | GEOID    | NAMLSAC    | COG_LONC    | COG_SHOR | CDBG_MIT  | FL_2015 | FL_2016   | HV_2017 | STFL_2018 | DIS_2019 | COUNTY | GEOID     | GEONAME               | COUNTY_N | QUALIFY_F | LMI Perce | LMI Popula | LMI Universe |
|---------|----------|---------|----------|----------|------------|-------------|----------|-----------|---------|-----------|---------|-----------|----------|--------|-----------|-----------------------|----------|-----------|-----------|------------|--------------|
| 48      | 41       | 1303    | 1        | 4.80E+11 | Block Grou | Brazos Vall | BVCOG    | State MID | N/A     | State MID | N/A     | N/A       | N/A      | 41     | 15000US48 | Block Grou Brazos Cou | YES      |           | 42.59     | 598        | 1404         |
| 48      | 41       | 1303    | 4        | 4.80E+11 | Block Grou | Brazos Vall | BVCOG    | State MID | N/A     | State MID | N/A     | N/A       | N/A      | 41     | 15000US48 | Block Grou Brazos Cou | YES      |           | 86.34     | 999        | 1157         |
| 48      | 41       | 1601    | 1        | 4.80E+11 | Block Grou | Brazos Vall | BVCOG    | State MID | N/A     | State MID | N/A     | N/A       | N/A      | 41     | 15000US48 | Block Grou Brazos Cou | YES      |           | 76.46     | 1445       | 1890         |
| 48      | 41       | 1601    | 2        | 4.80E+11 | Block Grou | Brazos Vall | BVCOG    | State MID | N/A     | State MID | N/A     | N/A       | N/A      | 41     | 15000US48 | Block Grou Brazos Cou | YES      |           | 98.62     | 785        | 796          |
| 48      | 41       | 1601    | 3        | 4.80E+11 | Block Grou | Brazos Vall | BVCOG    | State MID | N/A     | State MID | N/A     | N/A       | N/A      | 41     | 15000US48 | Block Grou Brazos Cou | YES      |           | 57.68     | 1044       | 1810         |
| 48      | 41       | 1604    | 1        | 4.80E+11 | Block Grou | Brazos Vall | BVCOG    | State MID | N/A     | State MID | N/A     | N/A       | N/A      | 41     | 15000US48 | Block Grou Brazos Cou | YES      |           | 73.9      | 1940       | 2625         |
| 48      | 41       | 1605    | 1        | 4.80E+11 | Block Grou | Brazos Vall | BVCOG    | State MID | N/A     | State MID | N/A     | N/A       | N/A      | 41     | 15000US48 | Block Grou Brazos Cou | YES      |           | 62.36     | 1206       | 1934         |
| 48      | 41       | 1605    | 2        | 4.80E+11 | Block Grou | Brazos Vall | BVCOG    | State MID | N/A     | State MID | N/A     | N/A       | N/A      | 41     | 15000US48 | Block Grou Brazos Cou | YES      |           | 69.25     | 1491       | 2153         |
| 48      | 41       | 1606    | 1        | 4.80E+11 | Block Grou | Brazos Vall | BVCOG    | State MID | N/A     | State MID | N/A     | N/A       | N/A      | 41     | 15000US48 | Block Grou Brazos Cou | YES      |           | 65.16     | 808        | 1240         |
| 48      | 41       | 1606    | 2        | 4.80E+11 | Block Grou | Brazos Vall | BVCOG    | State MID | N/A     | State MID | N/A     | N/A       | N/A      | 41     | 15000US48 | Block Grou Brazos Cou | YES      |           | 76.54     | 1687       | 2204         |
| 48      | 41       | 1701    | 1        | 4.80E+11 | Block Grou | Brazos Vall | BVCOG    | State MID | N/A     | State MID | N/A     | N/A       | N/A      | 41     | 15000US48 | Block Grou Brazos Cou | YES      |           | 70.18     | 1737       | 2475         |
| 48      | 41       | 1701    | 2        | 4.80E+11 | Block Grou | Brazos Vall | BVCOG    | State MID | N/A     | State MID | N/A     | N/A       | N/A      | 41     | 15000US48 | Block Grou Brazos Cou | YES      |           | 71.86     | 945        | 1315         |
| 48      | 41       | 1701    | 3        | 4.80E+11 | Block Grou | Brazos Vall | BVCOG    | State MID | N/A     | State MID | N/A     | N/A       | N/A      | 41     | 15000US48 | Block Grou Brazos Cou | YES      |           | 64.33     | 1457       | 2265         |
|         |          |         |          |          |            |             |          |           |         |           |         |           |          |        |           |                       |          |           | 16142     | 23268      |              |



### CDBG-MIT: Budget Justification of Retail Costs (Former Table 2)

Cost Verification Controls must be in place to assure that construction costs are reasonable and consistent with market costs at the time and place of construction.

|                                                                   |                            |             |                 |                     |                    |              |
|-------------------------------------------------------------------|----------------------------|-------------|-----------------|---------------------|--------------------|--------------|
| <b>Applicant/Subrecipient:</b>                                    | City of College Station    |             |                 |                     |                    |              |
| <b>Site/Activity Title:</b>                                       | Early Flood Warning System |             |                 |                     |                    |              |
| <b>Eligible Activity:</b>                                         | Flood/Drainage Facilities  |             |                 |                     |                    |              |
| <b>Materials/Facilities/Services</b>                              | <b>\$/Unit</b>             | <b>Unit</b> | <b>Quantity</b> | <b>Construction</b> | <b>Acquisition</b> | <b>Total</b> |
| Engineering Consulting Services - Installing Flood Warning System | \$ 44,994.35               | EA          | 1               | \$ 44,994.35        | \$ -               | \$ 44,994.35 |
| Hardware for gauge pole setups, sensors, and flasher beacons      | \$ 31,830.65               | EA          | 1               | \$ 31,830.65        | \$ -               | \$ 31,830.65 |
|                                                                   | \$ -                       |             | 0               | \$ -                | \$ -               | \$ -         |
|                                                                   | \$ -                       |             | 0               | \$ -                | \$ -               | \$ -         |
|                                                                   | \$ -                       |             | 0               | \$ -                | \$ -               | \$ -         |
|                                                                   | \$ -                       |             | 0               | \$ -                | \$ -               | \$ -         |
|                                                                   | \$ -                       |             | 0               | \$ -                | \$ -               | \$ -         |
|                                                                   | \$ -                       |             | 0               | \$ -                | \$ -               | \$ -         |
|                                                                   | \$ -                       |             | 0               | \$ -                | \$ -               | \$ -         |
|                                                                   | \$ -                       |             | 0               | \$ -                | \$ -               | \$ -         |
|                                                                   | \$ -                       |             | 0               | \$ -                | \$ -               | \$ -         |
|                                                                   | \$ -                       |             | 0               | \$ -                | \$ -               | \$ -         |
|                                                                   | \$ -                       |             | 0               | \$ -                | \$ -               | \$ -         |
|                                                                   | \$ -                       |             | 0               | \$ -                | \$ -               | \$ -         |
|                                                                   | \$ -                       |             | 0               | \$ -                | \$ -               | \$ -         |
|                                                                   | \$ -                       |             | 0               | \$ -                | \$ -               | \$ -         |
|                                                                   | \$ -                       |             | 0               | \$ -                | \$ -               | \$ -         |
|                                                                   | \$ -                       |             | 0               | \$ -                | \$ -               | \$ -         |
|                                                                   | \$ -                       |             | 0               | \$ -                | \$ -               | \$ -         |
|                                                                   | \$ -                       |             | 0               | \$ -                | \$ -               | \$ -         |
| <b>TOTAL</b>                                                      | \$ 76,825.00               |             |                 | \$ 76,825.00        | \$ -               | \$ 76,825.00 |

**1. Identify and explain the annual projected operation and maintenance costs associated with the proposed activities.**

There is an \$8,175 cost associated with annual software licensing; cloud-based hosting services that can accommodate up to three roadway gauge site locations. College Station will also provide routine operations and maintenance for installed gauge and flasher beacons at an estimated annual amount of XXXX.

**2. Identify and explain any special engineering activities.**

Engineering activities associated with the project include on-call flood watch monitoring services during rainfall events for up to three (3) rainfall events, for an assumed eight (8) hour period per event. This includes remote gauge network monitoring and communication operations support.

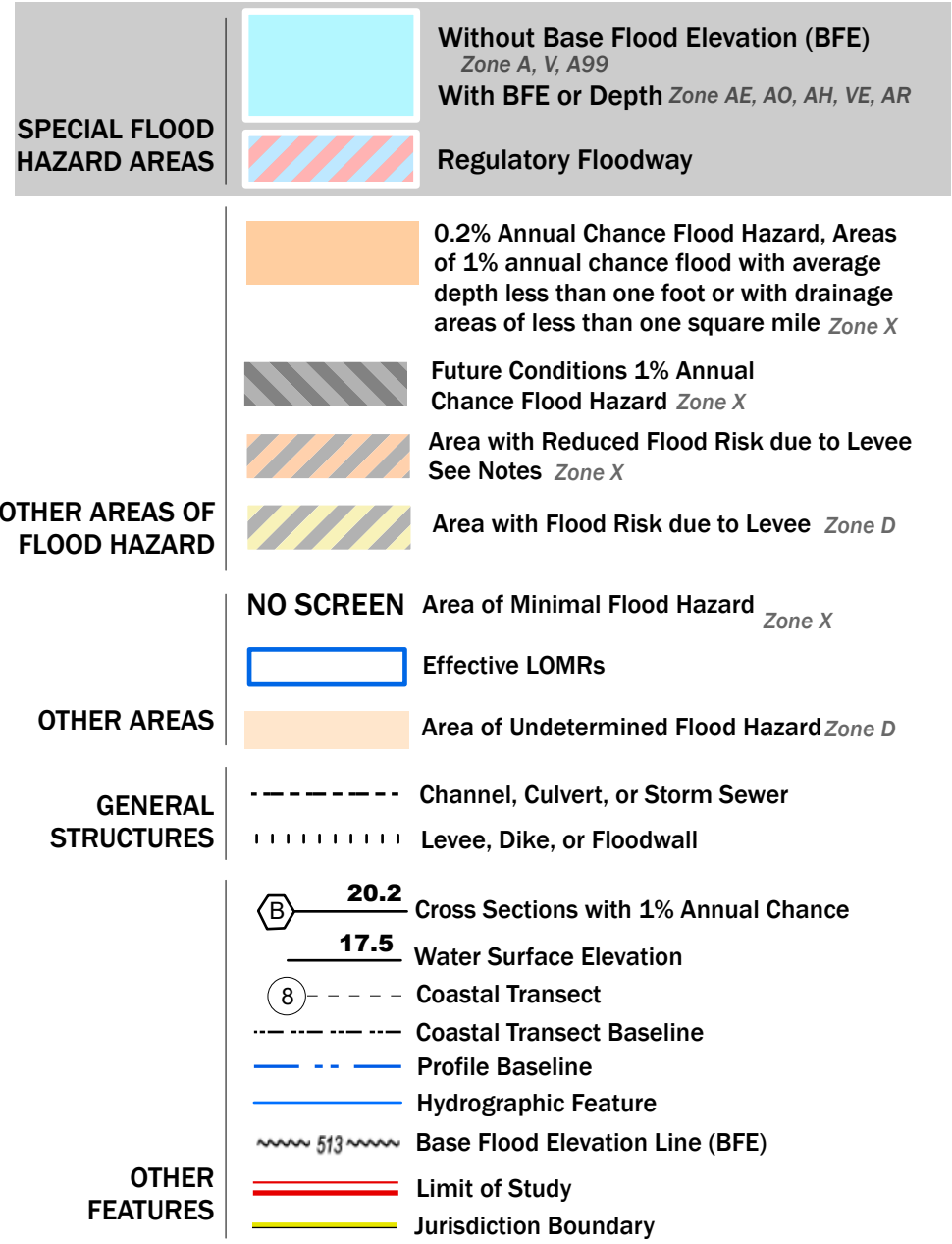
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|---------------------------------------------------------------------------------------------|----------------------|--|
|                                                                                             |                      |  |
|                                                                                             | <b>Date:</b>         |  |
|                                                                                             | <b>Phone Number:</b> |  |
| <b>Signature of Registered Engineer/Architect<br/>Responsible For Budget Justification:</b> |                      |  |





FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR DRAFT FIRM PANEL LAYOUT



NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including historic versions, the current map date for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Map Information eXchange at 1-877-FEMA-MAP (1-877-336-6627) or visit the FEMA Flood Map Service Center website at <https://msc.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be ordered directly from the Flood Map Service Center at the number listed above.

For community and countywide map dates, refer to the Flood Insurance Study Report for this jurisdiction.

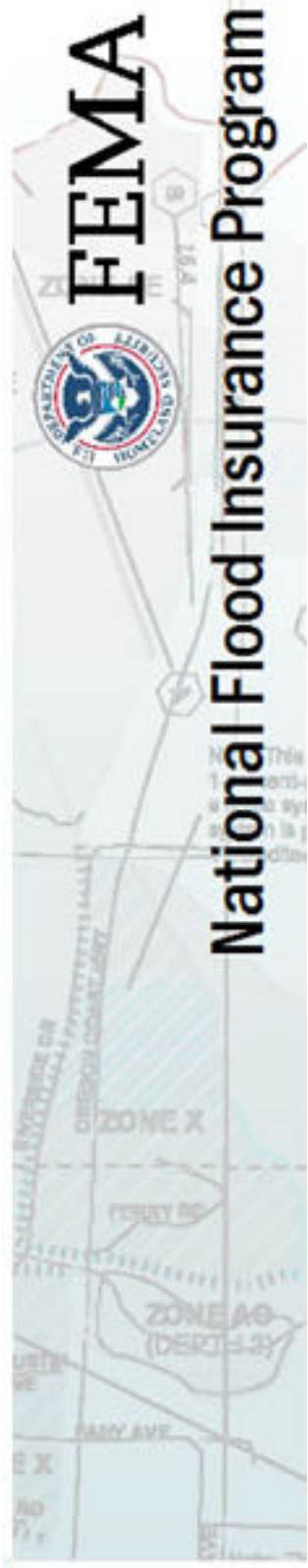
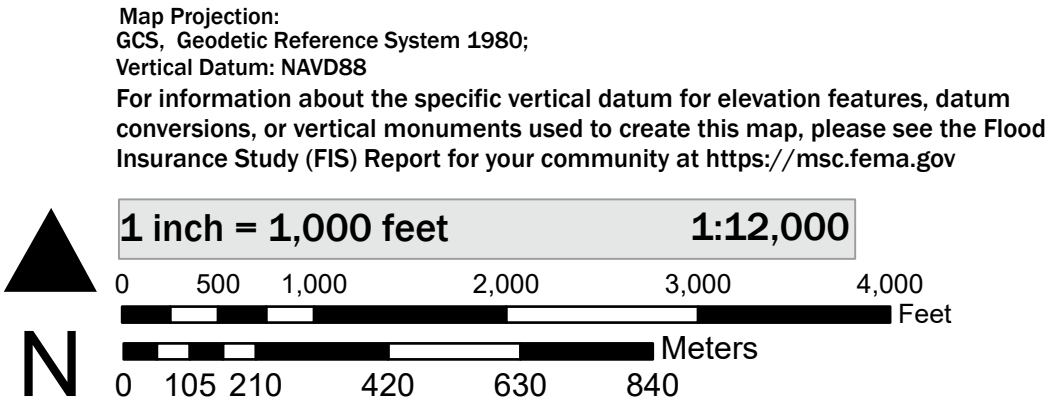
To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Basemap information shown on this FIRM was provided in digital format by the United States Geological Survey (USGS). The basemap shown is the USGS National Map: Orthoimagery. Last refreshed October, 2020.

This map was exported from FEMA's National Flood Hazard Layer (NFHL) on **4/4/2023 10:30 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time. For additional information, please see the Flood Hazard Mapping Updates Overview Fact Sheet at <https://www.fema.gov/media-library/assets/documents/118418>

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards. This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date.

SCALE



NATIONAL FLOOD INSURANCE PROGRAM  
FLOOD INSURANCE RATE MAP

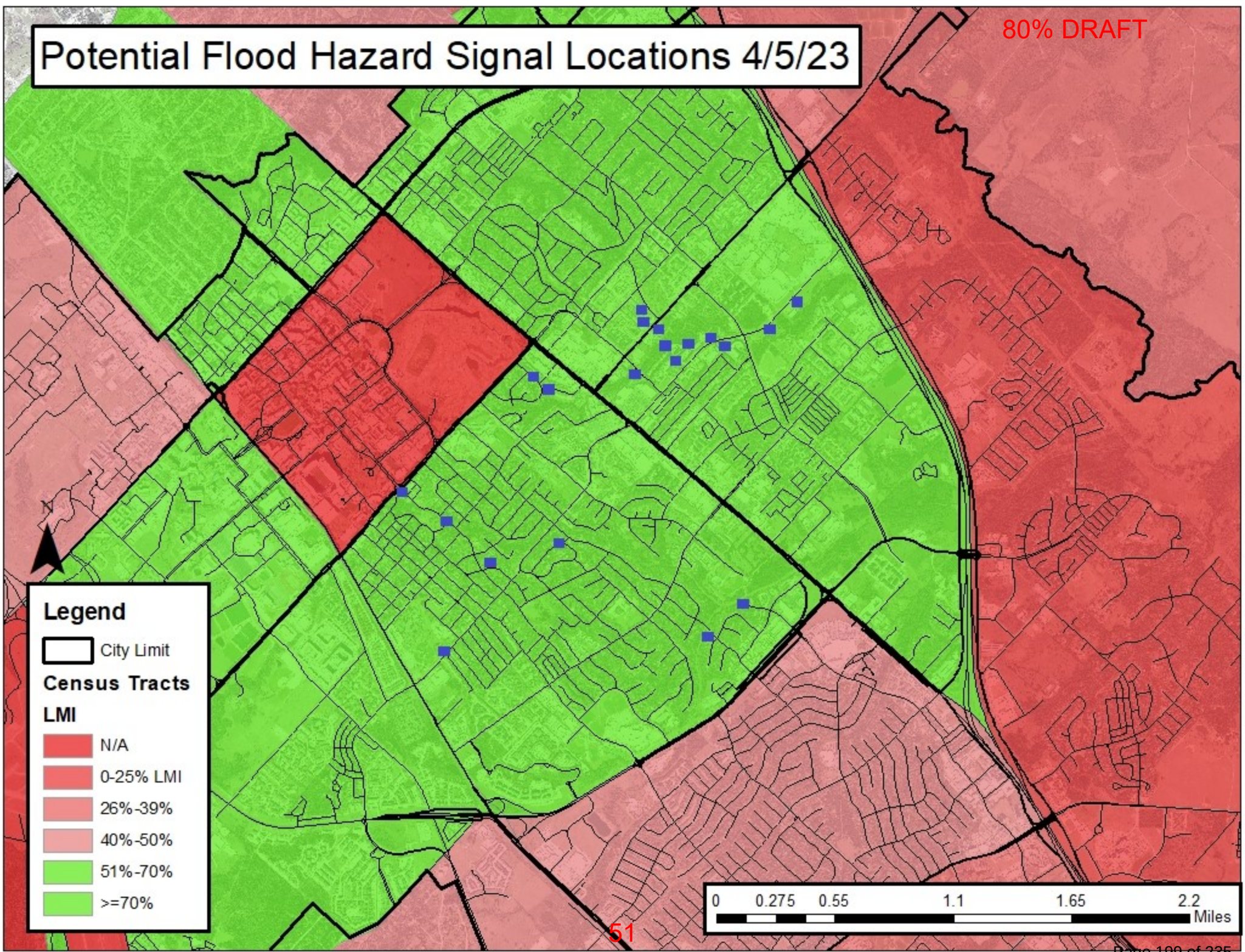
PANEL 305 OF 475

| Panel Contains:         |        |       |
|-------------------------|--------|-------|
| COMMUNITY               | NUMBER | PANEL |
| CITY OF BRYAN           | 480082 | 0305  |
| CITY OF COLLEGE STATION | 480083 | 0305  |
| BRAZOS COUNTY           | 481195 | 0305  |



# Potential Flood Hazard Signal Locations 4/5/23

80% DRAFT



51





April 3<sup>rd</sup>, 2023

Carol Cotter, PE, CFM  
City Engineer  
City of College Station  
PO Box 9960 | 1101 Texas Avenue  
College Station, Texas 77842

**Reference: Professional Services – City of College Station Flood Early Warning System Pilot Project (“C-FEWS”)**

Dear Mrs. Cotter,

Torres & Associates, LLC (“Torres”) is pleased to submit this proposal to the City of College Station (“College Station”) to support in providing a flood early warning system (“C-FEWS”) pilot project in College Station. The following describes related tasks for conducting the effort for C-FEWS.

1. Initial Project Activities – Torres will perform the following project initiation tasks as described for initiating the project.
  - a. *Project Initiation & Data Collection.* Prepare and attend initial kickoff meeting with College Station, review historical flooding data for roadway, coordinate with College Station on planned capital improvement projects near planned gauge crossings to inform control box and sensor placement.
  - b. *Field Reconnaissance & Measurement.* Up to three (3) high flood risk roadway crossings will be evaluated for flood monitoring. Torres will gather topographic information to determine general ponding depths for triggering flood warning alerts. This data will be used to inform sensor height placement and benchmark critical water levels for basing levels of flood criticality.
  - c. *Cellular Network Connectivity* Torres will conduct general cellular signal connectivity and signal strength testing.
2. Hardware Configuration – The following sub-tasks can be provided by Torres for initial hardware configuration on a per roadway crossing basis for up to three (3) crossings.
  - *Gauge Installation Inspections*
  - *Control Box Wiring*
  - *Communication Testing*
  - *Post-Event Quality Control*
3. Hardware and Equipment Costs – The cost of the hardware is based on the latest quotes provided by various vendors. The quotes include the cost of the gauge pole sensor hub, flasher pole hub, gauge pole equipment, flasher pole equipment, rain buckets, and pressure transducer. The quotes are provided in Exhibit C-F.

Mrs. Carol Cotter, PE, CFM  
 City of College Station  
 April 3<sup>rd</sup>, 2023  
 Page 2

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4. Software Licensing (Annual) – A fixed rate annual software licensing fee is set in the amount of \$8,175 for cloud-based hosting services managed by the Torres that can accommodate up to 3 roadway gauge site locations.
5. Training Workshop – Torres can support College Station in preparing a half day training workshop with College Station's emergency responders as well as providing an overview with College Station's maintenance technicians on handling inspection work orders.
6. Flood Watch & Routine Monitoring – Torres can provide on-call flood watch monitoring services during rainfall events for up to three (3) rainfall events, for an assumed eight (8) hour period per storm event. This includes remote gauge network monitoring and communication operations support with College Station personnel.
7. Documentation & Reporting – Torres can support College Station in drafting a brief project technical memorandum that summarizes the projects planning, construction, and performance activities, as well as suggested maintenance scheduling. Torres can revise the project report for up to one (1) round of review comments from College Station.
8. Meetings – Torres will meet up to five (5) times with College Station. These meetings are assumed to be one (1) hour virtual conference calls.

We propose to complete these services on a lump sum basis in the amount of \$85,000.00. This fee includes \$44,994.35 for engineering consulting services related to flood warning, \$31,830.65 for hardware involving gauge pole setups, sensors, and flasher beacons, and \$8,175 for annual software licensing. We are prepared to begin this task immediately. Please feel free to contact me at 361-542-1027 or by email at [jmtorres@torresassociatesllc.com](mailto:jmtorres@torresassociatesllc.com) if you have additional questions. We appreciate this opportunity and look forward to working with College Station on this important project!

Sincerely,

Jacob Torres, PhD, PE, CFM, D.WRE  
 Managing Partner, Principal

Attachments:

- Exhibit A – Basic Services Fee Schedule
- Exhibit B – Software Quotation Form (ATLASRain™)
- Exhibit C – Hardware Quotation Form (Torres & Associates)
- Exhibit D – Rain Bucket Quotation (Texas Electronics, Inc.)
- Exhibit E – Pressure Transducer Quotation (Keller America Inc.)
- Exhibit F – Pole Equipment Quotation (Consolidated Traffic Controls, Inc.)

Mrs. Carol Cotter, PE, CFM  
City of College Station  
April 3<sup>rd</sup>, 2023  
Page 3

DRAFT

**Assumptions:**

- Torres to provide hardware services for data logger for flood monitoring poles and control boxes for flasher beacon poles.
  - Data logger Quantity (x3)
  - Flasher Beacon Control Boxes (x6)
- Torres to provide flood alert software and data management platform (licensed annually)
- Torres to coordinate with vendors including poles and sensors.
- College Station to provide gauge installation and construction. This may include, but is not limited to:
  - Locating buried utilities to avoid conflict
  - Trenchwork of buried conduit
  - Mounting conduit
  - Pole studs and anchor brackets
- College Station to provide routine operations and maintenance for installed gauge and flasher beacons.
- College Station to serve as primary shipping destination for mailed equipment.
- Torres to provide post-Install inspections and initial equipment calibration.
- Cellular signal coverage and strength is suitable year-round for flood monitoring.

**EXHIBIT A - FEE SCHEDULE  
CITY OF COLLEGE STATION  
FLOOD EARLY WARNING SYSTEM PILOT PROJECT ("C-FEWS")**

| TASK                    | DESCRIPTION OF WORK TASKS                                       | PRINCIPAL       | SENIOR<br>PROJ MGR | SR ENG I          | ENG I              | GIS TECH II        | ADMIN I         | TOTAL<br>HOURS | TOTAL LABOR<br>COSTS |
|-------------------------|-----------------------------------------------------------------|-----------------|--------------------|-------------------|--------------------|--------------------|-----------------|----------------|----------------------|
| <b>PRODUCTION TASKS</b> |                                                                 |                 |                    |                   |                    |                    |                 |                |                      |
| 1                       | Initial Project Activities                                      | 2               |                    | 8                 | 40                 | 60                 | 2               | 112            | \$ 12,400.00         |
| 2                       | Hardware Configuration                                          |                 |                    | 8                 | 40                 | 25.05              |                 | 73.053         | \$ 8,130.35          |
| 3                       | Hardware and Equipment Costs                                    |                 |                    |                   |                    |                    |                 |                |                      |
| a                       | Gauge Pole/Flasher Pole Hub Boxes (Torres & Associates)         |                 |                    |                   |                    |                    |                 |                | \$ 4,779.00          |
| b                       | Rain Bucket x3 (Texas Electronics, Inc.)                        |                 |                    |                   |                    |                    |                 |                | \$ 576.15            |
| c                       | Pressure Transducer x3 (Keller America Inc.)                    |                 |                    |                   |                    |                    |                 |                | \$ 2,562.50          |
| d                       | Gauge Pole Equipment x3 (Consolidated Traffic Controls, Inc.)   |                 |                    |                   |                    |                    |                 |                | \$ 6,951.00          |
| d                       | Flasher Pole Equipment x6 (Consolidated Traffic Controls, Inc.) |                 |                    |                   |                    |                    |                 |                | \$ 16,962.00         |
| 4                       | Software Licensing (Annual) (Exhibit B)                         |                 |                    |                   |                    |                    |                 |                | \$ 8,175.00          |
| 5                       | Training Workshop                                               |                 | 4                  | 8                 | 16                 | 16                 |                 | 44             | \$ 5,712.00          |
| 6                       | Flood Watch & Routine Monitoring                                |                 |                    |                   | 24                 | 24                 |                 | 48             | \$ 4,968.00          |
| 7                       | Documentation & Reporting                                       |                 | 4                  | 16                | 24                 | 40                 |                 | 84             | \$ 10,344.00         |
| 8                       | Meetings                                                        |                 | 8                  | 8                 |                    |                    |                 | 16             | \$ 3,440.00          |
|                         | <b>SubTotal (hrs) =</b>                                         | <b>2</b>        | <b>16</b>          | <b>48</b>         | <b>144</b>         | <b>165.05</b>      | <b>2</b>        | <b>377.05</b>  | <b>\$ 85,000.00</b>  |
| <b>TOTAL</b>            |                                                                 |                 |                    |                   |                    |                    |                 |                |                      |
|                         | <b>TOTAL HOURS</b>                                              | <b>2</b>        | <b>16</b>          | <b>48</b>         | <b>144</b>         | <b>165.05</b>      | <b>2</b>        | <b>377.05</b>  |                      |
|                         | Contract Labor Rate                                             | \$275.00        | \$260.00           | \$170.00          | \$106.00           | \$101.00           | \$95.00         |                |                      |
|                         | <b>TOTAL LABOR COSTS</b>                                        | <b>\$550.00</b> | <b>\$4,160.00</b>  | <b>\$8,160.00</b> | <b>\$15,264.00</b> | <b>\$16,670.35</b> | <b>\$190.00</b> |                | <b>\$85,000.00</b>   |

|                       |                    |
|-----------------------|--------------------|
| <b>Total Contract</b> | <b>\$85,000.00</b> |
|-----------------------|--------------------|



Placeholder  
Attachment 3.5:  
Emergency Management Plan

# EXHIBIT B

## SOFTWARE QUOTATION FORM



**TOTAL**  
\$8,175.00 USD

**QUOTATION NO.**  
QS-#10-XXXXXX-04\_23

Quotation Date: 04/01/23  
Quotation Valid Until: 07/31/23  
Payment Terms: NET 30

Torres & Associates, LLC  
3515-B Longmire Drive  
College Station, Texas  
77845  
United States

Main: +1 (346)-704-2596  
Federal Tax ID:  
83-3894397  
[Terms and Conditions](#) (please refer  
to software licensing agreement  
for further details.)

| PRODUCT                                                 | DISC (%) | UNIT PRICE | QTY | TOTAL   |
|---------------------------------------------------------|----------|------------|-----|---------|
| ATLASRain™ (Annual License)<br>(3 gauges, Cloud Hosted) | 0.00     | \$8,175    | 1   | \$8,175 |

SUBTOTAL: \$8,175.00  
TAX (@ 6.25%): EXEMPT  
TOTAL: \$8,175.00  
*All values displayed in USD*

| BILL TO                                                                                    | SHIP TO                                                                                          | AUTHORIZATION |
|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|---------------|
| City of College Station<br>PO Box 9960   1101 Texas Avenue<br>College Station, Texas 77842 | City of College Station<br>PO Box 9960   1101<br>Texas Avenue<br>College Station, Texas<br>77842 |               |

**Main Contact:**  
Carol Cotter, PE, CFM

The estimated tax due, is as identified, an estimate. Actual taxable amount may vary. Customer is responsible for all tax liabilities and/or obligations that result from any purchase identified on, or result from, this quotation. If customer is tax exempt, a copy of a valid exemption certificate must be provided to Torres & Associates ("Torres").

Technical support and/or maintenance services ("Support Services") are offered pursuant to this quotation and the Torres Software Licensing Agreement. To receive Support Services, customer acknowledges and agrees that it must at all times continue to be party to the Torres Software Licensing Agreement without interruption. Customer acknowledges and agrees that in the event the Torres Licensing Agreement is not renewed or is allowed to lapse (whether as a result of non-renewal, lack of payment, or otherwise): (i) Torres will have no obligation to provide customer with the Support Services or any other technical support and/or maintenance of any kind; and (ii) in order to again be eligible to receive Support Services, customer will be required to pay all delinquent payment/outstanding balances due, regardless of duration, plus a twenty-five percent (25%) reinstatement fee.

# EXHIBIT B

Any software delivered in connection with this quotation is governed by the Torres License Agreement. In addition to the Company’s standard terms and conditions:

- The associated terms for the above products and/or services (the “Solution Set”) are, as issued herein, non-cancellable and non-refundable (“NCNR”);
- Any prepayment made by customer to Company, as associated with the above Solution Set(s) is also considered non-cancellable and non-refundable (“NCNR”). Modification and/or change to a Solution Set does not alter the NCNR status.
- Customer acknowledges that the NCNR clause shall supersede any and all other applicable language, in any agreement, by and between the parties; where there is a conflict, NCNR terms shall rule.

The undersigned hereby certifies that the individuals and/or positions, as represented by signature below, have the authority to legally bind Customer; to execute any agreement, amendment or change order on behalf of Customer. Explicitly, that binding authority has been granted by proper order, resolution, ordinance or other authorization of Customer. Further, by signing below, Customer acknowledges its consent to the terms and conditions as identified above.

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

Name: \_\_\_\_\_  
(Print): \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT C

## HARDWARE QUOTATION FORM

**TORRES**  
**& ASSOCIATES, LLC**  
 ENGINEERS | SCIENTISTS | PROFESSIONALS

**TOTAL**  
**\$4,779.00 USD**

**QUOTATION NO.**  
**QH-#10-XXXXXX-04\_23**

Quotation Date: 04/01/23  
 Quotation Valid Until: 07/31/23  
 Payment Terms: NET 30

Torres & Associates, LLC  
 3515-B Longmire Drive  
 College Station, Texas  
 77845  
 United States

Main: +1 (346)-704-2596  
 Federal Tax ID:  
 83-3894397  
[Terms and Conditions](#) (please refer  
 to software licensing agreement  
 for further details.)

| PRODUCT                            | DISC (%) | UNIT PRICE | QTY | TOTAL      |
|------------------------------------|----------|------------|-----|------------|
| bRain Box™ (Gauge Pole Sensor Hub) | 0.00     | \$995.00   | 3   | \$2,985.00 |
| Flasher Hub (Flasher Pole Hub)     | 0.00     | \$299.00   | 6   | \$1,794.00 |
| SUBTOTAL:                          |          |            |     | \$4,779.00 |
| TAX (@ 6.25%):                     |          |            |     | EXEMPT     |
| TOTAL:                             |          |            |     | \$4,779.00 |
| <i>All values displayed in USD</i> |          |            |     |            |

| BILL TO                                                                                    | SHIP TO                                                                                          | AUTHORIZATION |
|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|---------------|
| City of College Station<br>PO Box 9960   1101 Texas Avenue<br>College Station, Texas 77842 | City of College Station<br>PO Box 9960   1101<br>Texas Avenue<br>College Station, Texas<br>77842 |               |

**Main Contact:**  
 Carol Cotter, PE, CFM

The product quantities and estimated tax due, is as identified, an estimate. Actual product quantities and taxable amounts may vary. Customer is responsible for requesting exact product quantities and for all tax liabilities and/or obligations that result from any purchase identified on, or result from, this quotation. If customer is tax exempt, a copy of a valid exemption certificate must be provided to Torres & Associates ("Torres").

# EXHIBIT D

Texas Electronics, Inc.  
4230 Shilling Way  
Dallas, Texas, 75237

PHONE: 214-631-2490  
FAX: 214-631-4218

Torres & Associates LLC  
Jacob Torres  
3515-B Longmire Drive  
PMB 147  
College Station, TX 77845  
USA

SALES ORDER# :020310

PAGE NO. : 1  
CHANGE ORDER : 0  
DATE ORDERED : 10/05/2022  
RELATED DOC # :  
SALESMAN :  
CUSTOMER PH # : 346-704-2596  
CUSTOMER PO # :  
FOB : Origin

80% DRAFT  
DRAFT

SHIP  
TO  
ADDR

Torres & Associates LLC  
Jacob Torres  
3515-B Longmire Drive  
PMB 147  
College Station, TX 77845  
USA

SHIP VIA: UPS Ground

TERMS: Visa

ACCT: TOR004

| ITEM | PARTNO    | DESCRIPT                       | DATE REQ | QTY | UNIT | PRICE  | TOTAL PRICE |
|------|-----------|--------------------------------|----------|-----|------|--------|-------------|
| 0001 | 910-00100 | Pole Mounting Base, 525 Series | 10/26/22 | 15  |      | 150.28 | 2254.20     |
|      | 1.25" NPT |                                |          |     |      |        |             |
| 0002 | Misc      | Black Power Coat               | 10/26/22 | 15  |      | 25.00  | 375.00      |

|        |                          |         |
|--------|--------------------------|---------|
| NOTES: | SUBTOTAL:                | 2629.20 |
|        | TAX:                     | 0.00    |
|        | FREIGHT:                 | 50.31   |
|        | TOTAL:                   | 2679.51 |
|        | TOTALS FOR SALES ORDER : | 020310  |

APPROVALS: Level 1: \_\_\_\_\_ Level 2: \_\_\_\_\_ Level 3: \_\_\_\_\_ Level 4: \_\_\_\_\_

Produced from pc/MRP - www.pcmrp.com





# EXHIBIT E



80% DRAFT

Quote Number Q222637

Date Aug 31, 2022

Page 1

## Quotation

Keller America Inc.  
351 Bell King Road  
Newport News, VA 23606  
USA

Phone: 877.2.KELLER

Tax ID: 54-1373866

Sold To: Customer No. TORRE01

Ship To Location:

TORRES & ASSOCIATES  
3515-B LONGMIRE DR  
PMB 147  
COLLEGE STATION, TX 77845  
USA

DNS - TORRES & ASSOCIATES  
3515-B LONGMIRE DR  
PMB 147  
COLLEGE STATION, TX 77845  
USA

| Reference | Representative | Ship Via | Terms    |
|-----------|----------------|----------|----------|
|           | HOUSE          |          | Pre Paid |

| Qty. | Item Number       | Description                                                | Unit Price | UOM | Extended Price |
|------|-------------------|------------------------------------------------------------|------------|-----|----------------|
| 10   | 0507.02007.281387 | ACCULEVEL/81355/30ft WC/SDI12+RS485/85' PE/0.1%            | \$ 822.50  | EA  | \$ 8,225.00    |
|      |                   | Country of Origin: USA                                     |            |     |                |
|      | 0                 | FREIGHT ESTIMATE UPS GROUND FROM 23606 TO 77845            | \$         |     | \$ 95.00       |
|      |                   | APPROX LEAD TIME IS 13-16 BUSINESS DAYS ARO, PLUS SHIPPING |            |     |                |

### Comments:

Quote is valid for 60 days from above date unless otherwise noted. Prices are in US Dollars and are FOB Newport News VA. Freight is not included and will be added to the invoice. Payment terms are Net 30 with approved credit. We also accept Visa, MasterCard, American Express and Discover cards.

Keller America Terms & Conditions can be found at  
[kelleramerica.com/Terms\\_and\\_Conditions.pdf](http://kelleramerica.com/Terms_and_Conditions.pdf)

|                 |             |
|-----------------|-------------|
| Subtotal        | \$ 8,320.00 |
| Total sales tax | \$ 0.00     |
| Total Order USD | \$ 8,320.00 |

# EXHIBIT F

2/15/2022  
7:00 PM

80% DRAFT

Name Jacob Torres  
Agency Torres Engineering  
Address  
City State Zip  
Phone Number(s) 346-704-2596  
Email Address [jmtorres@torresassociatesllc.com](mailto:jmtorres@torresassociatesllc.com)



Consolidated Traffic Controls, Inc.

*Serving The Traffic Industry Since 1980*

MH3181

2/15/2022

6:59:39 PM

Mike Hancock

281-352-5417

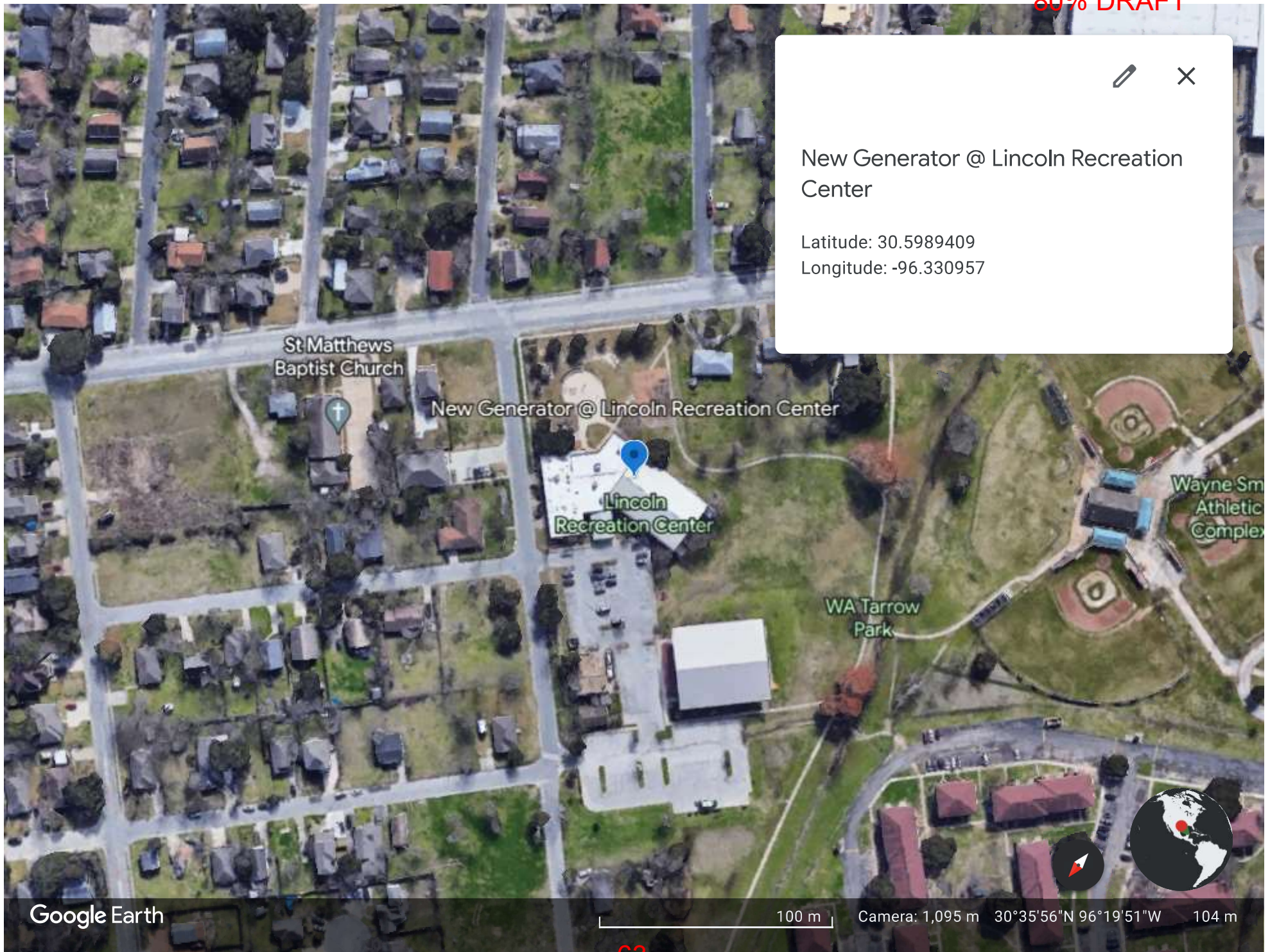
[mhancock@ctc-traffic.com](mailto:mhancock@ctc-traffic.com)

Please Reference our Quote Number on your PO, thanks.

Due to electronic component shortages and large increases in metal prices, this quote is only good for Thirty Days. We apologize for having to do this and hope it will be temporary.

| CTC Part Number           | Description                                                       | Qty | Unit Price | Total Price |
|---------------------------|-------------------------------------------------------------------|-----|------------|-------------|
| PNS10-SP40                | 40 Watt Solar Panel Assy incl Side Pole Mount and Wiring          | 1   | \$ 358.00  | \$ 358.00   |
| PNS10-500645-104          | 104 Amp Hour Gel Cell Battery Interstate                          | 1   | \$ 417.00  | \$ 417.00   |
| PNS10-SIGPY               | 12" Signal Heads Poly Yellow (1, 2 or 3 per flasher)              | 2   | \$ 187.00  | \$ 374.00   |
| PNS10-502463              | 12" Amber DC 5 Watt LED IL (RTC Standard) (1, 2 or 3 per flasher) | 2   | \$ 68.00   | \$ 136.00   |
| PNS10-503333UB            | One Battery Cabinet Cabinet Only + Ubolt Mount                    | 1   | \$ 620.00  | \$ 620.00   |
| 20PB-5364                 | 4" Screw in Anchor                                                | 1   | \$ 345.00  | \$ 345.00   |
| 201502                    | Square Base                                                       | 1   | \$ 167.00  | \$ 167.00   |
| 201020                    | Collar                                                            | 1   | \$ 71.00   | \$ 71.00    |
| 201043                    | 15' Aluminum Pole                                                 | 1   | \$ 326.00  | \$ 326.00   |
| 201007                    | Cap                                                               | 1   | \$ 13.00   | \$ 13.00    |
| Total Before Tax          |                                                                   |     |            | \$ 2,827.00 |
| Sales Tax (if applicable) |                                                                   |     |            | 0.00% \$ -  |
| Shipping                  |                                                                   |     |            |             |
| Grand Total               |                                                                   |     |            | \$ 2,827.00 |

Notes



New Generator @ Lincoln Recreation Center

Latitude: 30.5989409  
Longitude: -96.330957



## INSTRUCTIONS AND DATA SOURCE

Data Source: Most Recent ACS 5-year Est. - Table DP05

City Applicants: Enter city-wide data as reflected on Table DP05

County Applicants: Enter census tract data as reflected on Table DP05

|                                                                   |  |                             |                     |
|-------------------------------------------------------------------|--|-----------------------------|---------------------|
| <b>APPLICANT:</b>                                                 |  | College Station, TX         |                     |
| <b>Sex and Age</b>                                                |  | <b>ENTER DP05 DATA HERE</b> |                     |
| Male:                                                             |  | 61,402                      |                     |
| Female:                                                           |  | 58630                       |                     |
| <b>One Race</b>                                                   |  |                             |                     |
| White:                                                            |  | 81820                       |                     |
| Black or African American:                                        |  | 9685                        |                     |
| American Indian and Alaska Native:                                |  | 674                         |                     |
| Asian:                                                            |  | 10646                       |                     |
| Native Hawaiian and Other Pacific Islander:                       |  | 460                         |                     |
| Some Other Race:                                                  |  | 4508                        |                     |
| Two or more races:                                                |  | 12239                       |                     |
| -White and Black or African American:                             |  | 235                         |                     |
| -White and American Indian and Alaska Native:                     |  | 775                         |                     |
| -White and Asian:                                                 |  | 854                         |                     |
| -Black or African American and American Indian and Alaska Native: |  | 424                         |                     |
| <b>Hispanic or Latino and Race</b>                                |  |                             |                     |
| Hispanic or Latino (of any race):                                 |  | 21054                       |                     |
| Not Hispanic or Latino:                                           |  | 98978                       |                     |
| -White alone:                                                     |  | 75403                       |                     |
| -Black or African American alone:                                 |  | 9051                        |                     |
| -American Indian and Alaska Native alone:                         |  | 117                         |                     |
| -Asian alone:                                                     |  | 10646                       |                     |
| -Native Hawaiian and Other Pacific Islander alone:                |  | 460                         |                     |
| -Some other race alone:                                           |  | 84                          |                     |
| -Two or more races:                                               |  | 3217                        |                     |
| <b>Enter Number of Project Beneficiaries:</b>                     |  |                             |                     |
|                                                                   |  | 14183                       |                     |
| <b>Gender of Project Beneficiaries</b>                            |  |                             |                     |
| Male                                                              |  | 7255                        |                     |
| Female                                                            |  | 6928                        |                     |
| <b>Race and Ethnicity of Project Beneficiaries</b>                |  | <b>Hispanic</b>             | <b>Non-Hispanic</b> |
| White                                                             |  | 759                         | 8911                |
| Black/ African American                                           |  | 75                          | 1069                |
| American Indian/ Alaska Native                                    |  | 66                          | 14                  |
| Asian                                                             |  | 0                           | 1258                |
| Native Hawaiian/ Other Pacific Islander                           |  | 0                           | 54                  |
| Some Other Race                                                   |  | 523                         | 10                  |
| White and Black/ African American                                 |  | 20                          | 7                   |
| White and American Indian/ Alaska Native                          |  | 67                          | 24                  |
| White and Asian                                                   |  | 74                          | 26                  |
| Black/ African American and American Indian/ Alaska Native        |  | 37                          | 13                  |
| Other multi racial                                                |  | 867                         | 309                 |
| <b>Total:</b>                                                     |  | <b>14183</b>                |                     |

| STATEFP | COUNTYFP | TRACTCE | BLKGRPCE | GEOID    | NAMESAC    | COG_LONG    | COG_SHOR | CDBG_MIT  | FL_2015 | FL_2016   | HV_2017 | STFL_2018 | DIS_2019 | COUNTY | GEOID     | GEONAME    | COUNTY_N   | QUALIFY_F | LMI Perce | LMI Popula | LMI Universe |
|---------|----------|---------|----------|----------|------------|-------------|----------|-----------|---------|-----------|---------|-----------|----------|--------|-----------|------------|------------|-----------|-----------|------------|--------------|
| 48      | 41       | 1604    | 1        | 4.80E+11 | Block Grou | Brazos Vall | BVCOG    | State MID | N/A     | State MID | N/A     | N/A       | N/A      | 41     | 15000US48 | Block Grou | Brazos Cou | YES       | 73.9      | 1940       | 2625         |
| 48      | 41       | 1605    | 1        | 4.80E+11 | Block Grou | Brazos Vall | BVCOG    | State MID | N/A     | State MID | N/A     | N/A       | N/A      | 41     | 15000US48 | Block Grou | Brazos Cou | YES       | 62.36     | 1206       | 1934         |
| 48      | 41       | 1605    | 2        | 4.80E+11 | Block Grou | Brazos Vall | BVCOG    | State MID | N/A     | State MID | N/A     | N/A       | N/A      | 41     | 15000US48 | Block Grou | Brazos Cou | YES       | 69.25     | 1491       | 2153         |
| 48      | 41       | 1604    | 2        | 4.80E+11 | Block Grou | Brazos Vall | BVCOG    | State MID | N/A     | State MID | N/A     | N/A       | N/A      | 41     | 15000US48 | Block Grou | Brazos Cou | YES       | 28.82     | 330        | 1145         |
| 48      | 41       | 1604    | 3        | 4.80E+11 | Block Grou | Brazos Vall | BVCOG    | State MID | N/A     | State MID | N/A     | N/A       | N/A      | 41     | 15000US48 | Block Grou | Brazos Cou | YES       | 76.94     | 1408       | 1830         |





### CDBG-MIT: Budget Justification of Retail Costs (Former Table 2)

Cost Verification Controls must be in place to assure that construction costs are reasonable and consistent with market costs at the time and place of construction.

| <b>Applicant/Subrecipient:</b>      | City of College Station                |      |          |               |             |               |
|-------------------------------------|----------------------------------------|------|----------|---------------|-------------|---------------|
| <b>Site/Activity Title:</b>         | Generator at Lincoln Recreation Center |      |          |               |             |               |
| <b>Eligible Activity:</b>           | Public Facilities                      |      |          |               |             |               |
| Materials/Facilities/Services       | \$/Unit                                | Unit | Quantity | Construction  | Acquisition | Total         |
| Generator Purchase and Installation | \$ 132,000.00                          | EA   | 1        | \$ 132,000.00 | \$ -        | \$ 132,000.00 |
| Staff time to Administer Project    | \$ 13,200.00                           | EA   | 1        | \$ 13,200.00  | \$ -        | \$ 13,200.00  |
|                                     | \$ -                                   |      | 0        | \$ -          | \$ -        | \$ -          |
|                                     | \$ -                                   |      | 0        | \$ -          | \$ -        | \$ -          |
|                                     | \$ -                                   |      | 0        | \$ -          | \$ -        | \$ -          |
|                                     | \$ -                                   |      | 0        | \$ -          | \$ -        | \$ -          |
|                                     | \$ -                                   |      | 0        | \$ -          | \$ -        | \$ -          |
|                                     | \$ -                                   |      | 0        | \$ -          | \$ -        | \$ -          |
|                                     | \$ -                                   |      | 0        | \$ -          | \$ -        | \$ -          |
|                                     | \$ -                                   |      | 0        | \$ -          | \$ -        | \$ -          |
|                                     | \$ -                                   |      | 0        | \$ -          | \$ -        | \$ -          |
|                                     | \$ -                                   |      | 0        | \$ -          | \$ -        | \$ -          |
|                                     | \$ -                                   |      | 0        | \$ -          | \$ -        | \$ -          |
|                                     | \$ -                                   |      | 0        | \$ -          | \$ -        | \$ -          |
|                                     | \$ -                                   |      | 0        | \$ -          | \$ -        | \$ -          |
|                                     | \$ -                                   |      | 0        | \$ -          | \$ -        | \$ -          |
|                                     | \$ -                                   |      | 0        | \$ -          | \$ -        | \$ -          |
|                                     | \$ -                                   |      | 0        | \$ -          | \$ -        | \$ -          |
|                                     | \$ -                                   |      | 0        | \$ -          | \$ -        | \$ -          |
|                                     | \$ -                                   |      | 0        | \$ -          | \$ -        | \$ -          |
|                                     | \$ -                                   |      | 0        | \$ -          | \$ -        | \$ -          |
|                                     | \$ -                                   |      | 0        | \$ -          | \$ -        | \$ -          |
| <b>TOTAL</b>                        | \$ 145,200.00                          |      |          | \$ 145,200.00 | \$ -        | \$ 145,200.00 |

**1. Identify and explain the annual projected operation and maintenance costs associated with the proposed activities.**

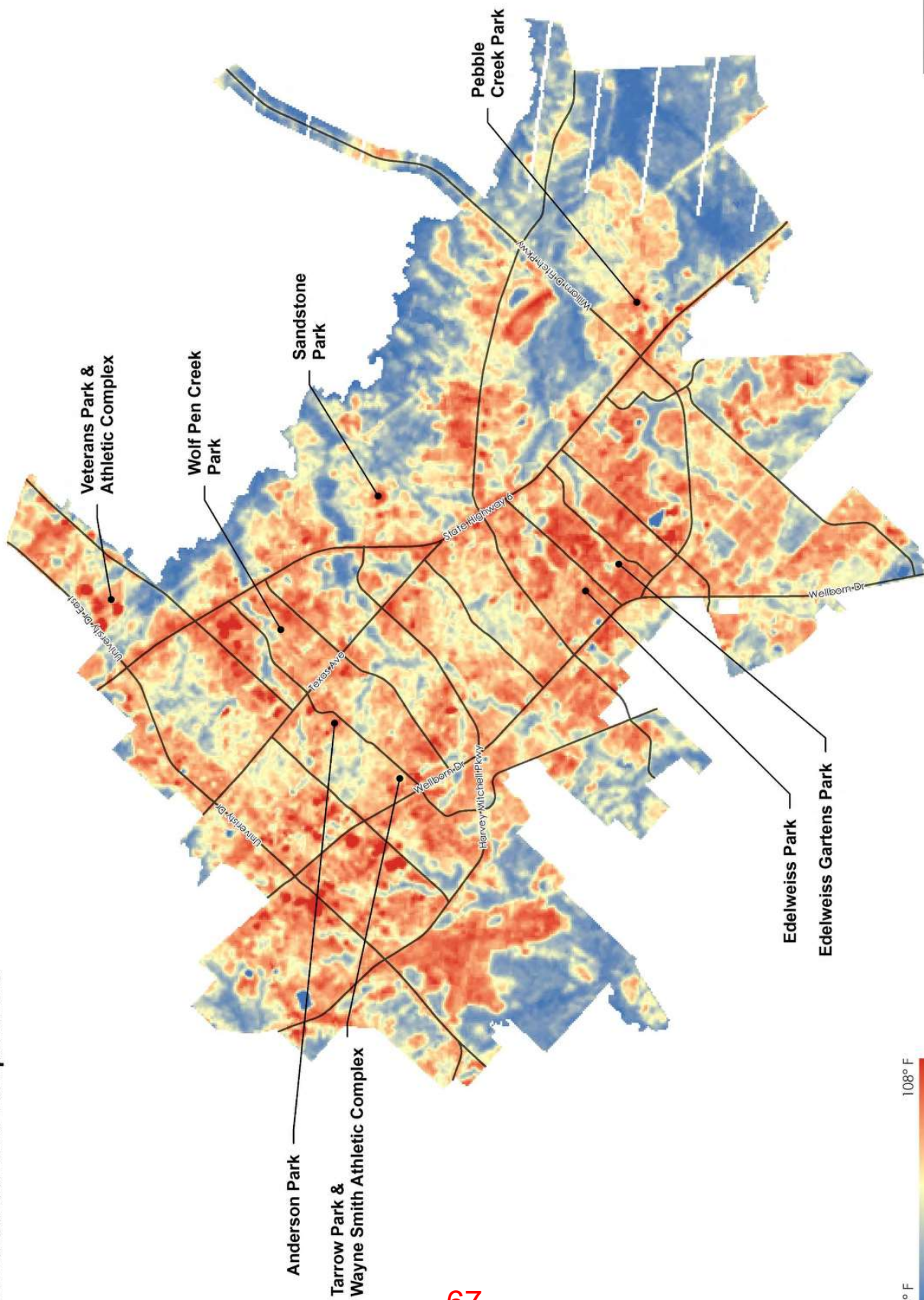
The associated annual maintenance of the generator is estimated at \$XXXX.

**2. Identify and explain any special engineering activities.**

The Contractor will perform all steps necessary to install all conduit and wiring to the generator, install the transfer switch, and provide all materials, equipment, implements, supplies, tools, facilities and labor necessary for the completion of all construction work to install the generator and switchboard hardware.

|      |                                                                                     |  |
|------|-------------------------------------------------------------------------------------|--|
| Seal | <b>Date:</b>                                                                        |  |
|      | <b>Phone Number:</b>                                                                |  |
|      | Signature of Registered Engineer/Architect<br>Responsible For Budget Justification: |  |

Estimated Surface Temperature



80% DRAFT





# 80% DRAFT Brazos Transit District

For help planning your trip call:  
(979) 778-0607

Visit us online at:  
[www.btd.org/fixed-routes/maps/](http://www.btd.org/fixed-routes/maps/)

**Download: RideBTD**



View live maps  
and bus locations



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@BrazosTransitDistrict



Tweet Us!  
@BrazosTransit

## LEGEND/INDICE

### BRYAN/NORTH TERMINAL

301 E. 26th Street, Bryan

- Route 0: Orange/Naranja
- Route 9: Purple/Morado

### MIDTOWN TERMINAL

3350 S. Texas Ave., Bryan

- Route 1: Red/Rojo
- Route 2: Blue/Azul
- Route 3: Green/Verde
- Route 4: Maroon/Marrón
- Route 5/6: Yellow/Amarillo

### C.S./SOUTH TERMINAL

300 Krenek Tap Rd., College Station

- Route 7: Pink/Rosa
- Route 8: Grey/Gris

- Bus Route/Ruta del Autobus
- Direction of Travel/Direcion de Viaje
- Time Point/Punto de Tiempo
- Point of Interest/Punto de Interes

- Stand away from curb until the bus is completely stopped.
- Have exact fare ready, drivers do not make change.
- Watch your step getting on/off the bus.
- Use the handrails and sit in a seat as soon as possible.
- Don't let children play/stand on the seats.
- Be courteous to other passengers.

Tickets and passes can be purchased at the following locations:

**BTD Main Office:** 2117 Nuches Ln., Bryan  
**North Terminal:** 301 E 26th Street, Bryan  
**Midtown Terminal:** 3350 S Texas Avenue, Bryan  
**OR CALL:** 979-778-0607 to purchase over the phone.  
*\*If paying with cash please have exact amount.*



Placeholder  
Attachment 2.1: Latitude/Longitude Map  
Cooling College Station

Placeholder  
Attachment 2.1: Race/Ethnicity Calculator  
Cooling College Station



Placeholder  
Attachment 2.1: LMISD Table  
Cooling College Station

Placeholder  
Attachment 4.4:  
Cooling College Station 5-Year Plan

**April 13, 2023**  
**Item No. 9.5.**  
**2022 Bond: Pickleball/Futsal Design Contract**

**Sponsor:** Jennifer Cain, Director Capital Projects

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding a professional services and construction phase services contract with Mitchell & Morgan in the amount of \$185,194 for the 2022 Bond: Pickleball and Futsal Courts Project at Anderson Park and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

**Relationship to Strategic Goals:**

Core Services and Infrastructure

**Recommendation(s):** Staff recommends approval of the contract and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Summary:**

This project was approved by the voters in November 2022 as part of the 2022 Bond Program. The project, located in Anderson Park, will install outdoor courts for pickleball, futsal, and other sports with full LED lighting, lines, and surfacing. The project may also include additional parking.

The City of College Station issued a Request for Qualifications (RFQ) and received 5 Statements of Qualifications (SOQ) that were submitted. After the review and evaluation process, Mitchell & Morgan were selected as the most qualified firm for the project.

**Budget & Financial Summary:**

Budget in the amount of \$1,700,000 is included for this project in the Parks Capital Improvement Projects Fund. A total of \$1,166 has been expended or committed to date, leaving a balance of \$1,698,834 for this design contract and future costs. Funding for this project was approved by the City of College Station's November 2022 General Obligation Bond Election.

The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this project because all of the long-term debt projected to be issued for this project has not yet been issued. The debt for the project is scheduled to be issued at a later date.

**Attachments:**

1. Pickleball Futsal Project Location Map
2. Pickleball Futsal Project - Debt Reimbursement Resolution
3. Contract On File In the City Secretary's Office







RESOLUTION NO. \_\_\_\_\_

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH  
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$1,700,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 13th DAY OF April, 2023.

\_\_\_\_\_  
John Nichols, Mayor

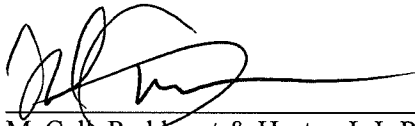
ATTEST:

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

(Seal)



APPROVED:

A handwritten signature in black ink, consisting of stylized, cursive letters, positioned above a horizontal line.

McCall, Parkhurst & Horton L.L.P.  
Bond Counsel

## Exhibit "A"

The project to be financed that are the subject of this Statement is:

### **Pickleball/Futsal Courts at Anderson Park (\$1,700,000)**

The project in Anderson Park will install outdoor courts for pickleball, futsal, and other sports with full LED lighting, lines, and surfacing. The project may also include additional parking.

The project was approved via the City of College Station's November 2022 General Obligation Bond Election. This project was approved as part of Proposition D.

## **Contract On File In the City Secretary's Office**

**April 13, 2023**

**Item No. 9.6.**

**Condemnation of a Public Utility Easement for HWY 47 Electric Substation Project**

**Sponsor:** Jennifer Cain, Director Capital Projects

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on a resolution of the City Council of the City of College Station, Texas, determining that a public utility easement containing approximately 0.714 acres of land is needed and needs to be acquired from 47 Oaks, LLC, for the construction, operation, and maintenance of a public utility easement as a part of the College Station Northwest Electric Substation Project for the City of College Station, Texas; and authorizing the institution of eminent domain proceedings.

**Relationship to Strategic Goals:**

Core Services and Infrastructure

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

**Summary:** College Station is planning to develop an electric substation on Raymond Stotzer Parkway (FM 60) west of Easterwood Airport to serve the northwest sector of the city. The project was presented to City Council in October 2016 and staff was directed to proceed. A tract for development of the substation was acquired in 2018 and a 40' wide easement is now needed to extend across the 47 Oaks tract to Riverside Parkway (SH 47). The 47 Oaks property is 50.15 acres located at the corner of Raymond Stotzer Parkway and Riverside Parkway. Staff met with the landowners in January 2017 to discuss the project and have been in contact since that time. Negotiations with the owners have failed, and acquisition by eminent domain is needed to acquire the easement.

**Budget & Financial Summary:** The Final Offer for the easement was \$40,269, which was based on an appraisal report completed by JLL Valuation and Advisory Services. The City and landowners have not been able to settle upon the cash fair market value and damages, if any.

Funds for this acquisition have been budgeted for and are available in the College Station Utilities Electric Department Capital Improvement Project Budget.

**Attachments:**

1. 47 Oaks Proposed Easement Map
2. Resolution Authorizing Eminent Domain 47 Oaks





# Northwest Electric Substation

Proposed  
Public Utility Easement

COCs

47 Oaks, LLC

RAYMOND STOTZER PW

RIVERSIDE PW

OFF RAMP RIVERSIDE PW

RAYMOND STOTZER FRONTAGE

RAYMOND STOTZER TO RIVERSIDE PW

HSC PW

BIOMEDICAL WY

BURGESS LN

STRADITONS DR

## Legend



City Limit

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 03-31-2023.



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, DETERMINING THAT A PUBLIC UTILITY EASEMENT CONTAINING APPROXIMATELY 0.714 ACRES OF LAND IS NEEDED AND NEEDS TO BE ACQUIRED FROM 47 OAKS, LLC, FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A PUBLIC UTILITY EASEMENT AS A PART OF THE COLLEGE STATION NORTHWEST ELECTRIC SUBSTATION PROJECT FOR THE CITY OF COLLEGE STATION, TEXAS; AND AUTHORIZING THE INSTITUTION OF EMINENT DOMAIN PROCEEDINGS.**

**WHEREAS**, the City Council of the City of College Station now finds and determines that public convenience and necessity requires the City of College Station to acquire a public utility easement over and across tracts of land containing approximately 0.714 acres for the construction, operation, and maintenance of a public utility easement in the City of College Station, Texas, a more specific description of said 0.714 acre public utility easement is attached hereto as Exhibit “A” and made a part hereof (herein after the “Land”); and

**WHEREAS**, the City of College Station, through its duly authorized representatives, has negotiated with the owners of the Land for the purchase of same for the purpose stated herein and has been unable to agree with such owners as to the fair cash market value thereof and damages, if any; and

**WHEREAS**, the City Council of the City of College Station has authorized the City Manager or his designee to make an offer to the owners of the Land for the purchase of same based upon its appraised value, and such offer has been made and the owner has refused to accept such final offer; now therefore,

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

**Section 1.** The facts and recitals set forth in the preamble of this resolution are hereby found to be true and correct.

**Section 2.** The City Council of the City of College Station finds that a bona fide offer has been made by duly authorized representatives of the City for the acquisition of a public utility easement over and across the herein described Land, and that said offer was not accepted, and that the only way for the City of College Station to acquire such interest in said tract of land is through the filing of eminent domain proceedings.

**Section 3.** The City Council hereby finds and determines that a public use and necessity exists for the City of College Station to construct, operate, and maintain a public utility easement as part of the College Station Northwest Electric Substation Project, and to acquire the necessary property rights in the 0.714 acre public utility easement, deemed necessary for the College Station Northwest Electric Substation Project, as allowed by law, together with all necessary appurtenances, additions and improvements on, over, under, and through those certain lots, tracts or parcels of land.

**Section 4.** The final offer heretofore made to the owner for the purchase of the Land is in all things hereby ratified and confirmed.

**Section 5.** The City Attorney, or his designee, is hereby authorized to bring eminent domain proceedings on behalf of the City of College Station under applicable provisions of law, whether provided by §251.001 of the Texas Local Government Code, as amended, Chapter 21 of the Texas Property Code, or by any other provision of law, against the owner or owners of the Land, to-wit: 47 Oaks, LLC, or against the real and true owner, owners, claimant, or claimants if 47 Oaks, LLC is said not to be the owners of the Land.

PASSED, APPROVED, AND RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
John Nichols  
Mayor

ATTEST:

\_\_\_\_\_  
Tanya D. Smith  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Adam C. Falco  
City Attorney

# Exhibit A

**Joe Orr, Inc.**  
A BASELINE CORPORATION CO.  
Post Office Box 11979  
College Station, TX 77842-1979  
(979) 693-2777  
*TBPLS Firm no. 100544-00*

Proposed 40' Easement  
47 Oaks, LLC Tract  
John H. Jones league A-26  
Bryan and College Station, Texas  
August 2018 (revised Feb. 2020)

All of that certain tract or parcel of land lying and being situated in the John H. Jones league (abstract no. 26) in Brazos County, Texas, being part of that 47.31 acre tract conveyed to 47 Oaks, LLC by deed recorded in volume 7828, page 120 of the Official Public Records of Brazos County, Texas, being a 40 ft. wide strip of land lying adjacent and northwest of an existing City of Bryan (BTU) power transmission line which is covered by that right-of-way easement recorded in volume 208, page 475 of the Deed Records of Brazos County, Texas, and more particularly described as follows:

Beginning at a 3/8" iron rod found in the southwest boundary of the said 47.31 acre tract, marking the common corner of that 2.674 acre tract described in the deed to the City of College Station recorded in volume 15040, pg. 46 and the remainder of 300 acres conveyed to Larry Wayne Armstrong and Rebekah Armstrong Petrie by deed recorded in volume 3476, page 183 of the Official Public Records of Brazos County, Texas, from where City of College Station GPS control monument no. 203 bears S 34° 28' 40" E – 1504.4 feet.

Thence N 41° 09' 06" E – 768.63 feet across the said 47.31 acre to the most northerly corner of this described easement tract in the said south right-of-way line of State Highway no. 47 (Riverside Parkway);

Thence S 72° 21' 59" E – 43.62 feet, along the north boundary of the said 47.31 acre tract and the said right-of-way line, to the most easterly corner of this described easement tract from where a TXDOT concrete right-of-way marker (type 1) bears S 72° 22' E – 73.7 feet;

Thence S 41° 09' 06" W – 786.86 feet, across the said 47.31 acre tract, approximately 21 feet northwest and parallel to the said existing BTU power transmission line, to the south corner of this described easement tract at a point in the common line of the 47.31 acre tract and the said 2.674 acre City tract, from where a TXDOT concrete right-of-way marker (type 1) found at the south corner of the 47.31 acre tract in the northwest line of F.M. 60 bears S 47° 39' 54" E – 1433.6 feet;

Thence N 47° 39' 54" W – 40.01 feet, along said common property line, to the Point of Beginning and containing 0.714 acres of land more or less.

Bearings are Texas State Plane, NAD83 Central Zone datum, based on City of College Station GPS control monument no. 203 and no. 165 (N 49°19'46" E).

See exhibit plat prepared with this description.





47 Oaks, LLC  
47.31 acres  
vol. 7828, pg. 120

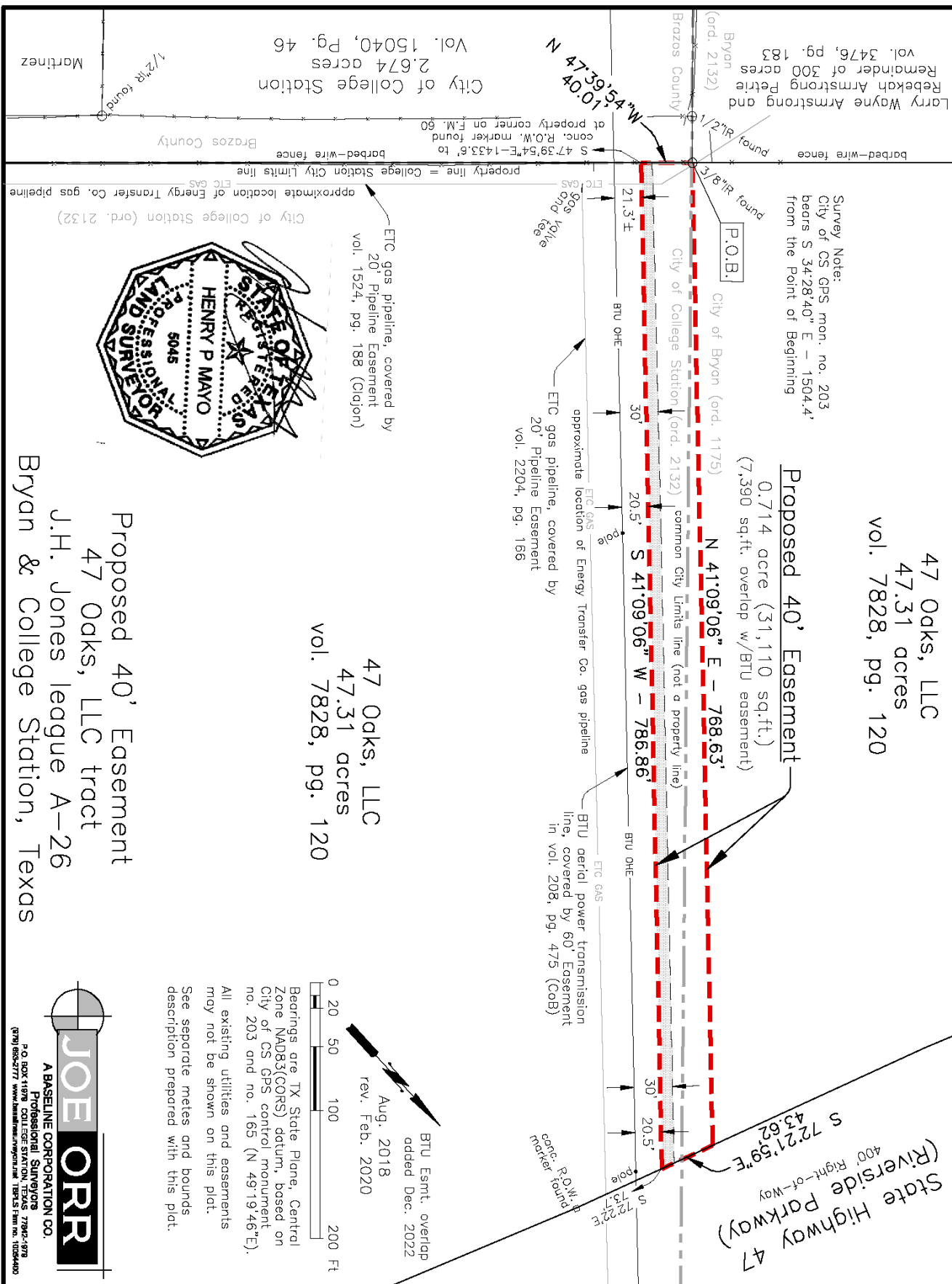
Survey Note:  
City of CS GPS mon. no. 203  
bears S 34°28'40" E - 1504.4'  
from the Point of Beginning

**Proposed 40' Easement**  
0.714 acre (31,110 sq.ft.)  
(7,390 sq.ft. overlap w./BTU easement)

N 41°09'06" E - 768.63'

20.5' S 41°09'06" W - 786.86'

State Highway 47  
(Riverside Parkway)  
40' Right-of-Way  
S 72°21'59"E  
43.62'



47 Oaks, LLC  
47.31 acres  
vol. 7828, pg. 120

Proposed 40' Easement  
47 Oaks, LLC tract  
J.H. Jones league A-26  
Bryan & College Station, Texas



BTU Esmt. overlap  
added Dec. 2022  
Aug. 2018  
rev. Feb. 2020

Bearings are TX State Plane, Central  
Zone NAD83(CORS) datum, based on  
City of CS GPS control monument  
no. 203 and no. 165 (N 49°19'46"E).  
All existing utilities and easements  
may not be shown on this plat.  
See separate metes and bounds  
description prepared with this plat.

**April 13, 2023**

**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