College Station, TX

Meeting Agenda
City Council
1101 Texas Ave, College Station, TX 77840
Internet: 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#**

May 15, 2023	4:00 PM	City Hall Council Chambers

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

1. Call to Order.

2. Executive Session 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. Legal advice related to an interlocal agreement with the City of Bryan regarding EMS and fire service.

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 4 acres of land generally located in the 15000 block of FM 2154 in College Station.
b. Approximately 4 acres of land south of Greens Prairie Road generally located between Arrington Road and Woodlake Drive in 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 Manager
b. Council Self-Evalutation

2.4. **Competitive Matters {Gov't Code Section 551.086);**
Possible action. The City Council may deliberate, vote, or take final action on a competitive matter as that term is defined in Gov't Code Section 552.133 in closed session. The following is a general representation of the subject matter to be considered:
a. Power Supply

3. 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 proclaiming May 2023 as Motorcycle Safety and Awareness Month.
Sponsors: Tanya Smith
Attachments: 1. 23 Motorcycle Safety and Awareness Month

5.2. Presentation of a check by the College Station Rotary Club to the City representing proceeds of a recent fundraiser in support of youth leadership and literacy.
Sponsors: Tanya Smith
Attachments: None

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:
- April 24, 2023 Special Meeting
- April 27, 2023 Council Meeting

Sponsors: Tanya Smith
Attachments: 1. SPM042423 DRAFT Minutes
2. CCM042723 DRAFT Minutes

7.2. Presentation, discussion, and possible action regarding appointment of Hay Glover (Position No. 1), Uri Geva (Position No. 2), Mark Lindemulder (Position No. 3) to the board of directors for Rock Prairie Management District No. 2.
Sponsors: Tanya Smith
Attachments: 1. Rock Prairie MUD No. 2

7.3. Presentation, discussion, and possible action regarding final approval of the Event, Program, and Activity Sponsorship Policy.
Sponsors: Jeff Kersten
Attachments: 1. Event, Program, and Activity Sponsorship Policy

7.4. Presentation, discussion, and possible action regarding the award of bids to KBS Electrical Distributors not to exceed $95,327.64 and Techline, Inc. not to exceed $278,075.82 for underground distribution materials required for relocating electric facilities to accommodate the TxDOT State Highway 6 widening project.
Sponsors: Timothy Crabb
Attachments: 1. 23-051 Award

7.5. Presentation, discussion, and possible action regarding an amendment to the Milsoft Utility Solutions contract for the total amount of $110,140, over a five-year term, to add additional electric utility functionality and customer text notifications.
Sponsors: Timothy Crabb
Attachments: 1. 130162 Milsoft Utility Ltr Amendment

7.6. Presentation, discussion, and possible action regarding a Semi-Annual Report on System-Wide Impact Fees for Water, Wastewater, and Roadway.
Sponsors: Carol Cotter
Attachments: 1. Impact Fee Semi-Annual Report - 20230504
2. Future Land Use Map
3. Service Area Maps -Water, Wastewater and Roadway
4. Status of Impact Fee CIP - Water Wastewater Roadway - March 2023

7.7. Presentation, discussion, and possible action on the City Council's meeting procedures.
Sponsors: Adam Falco, Tanya Smith
Attachments: 1. Council Meeting Procedures 2023

8. Workshop Agenda.

8.1. Presentation, discussion, and possible action regarding recent action by the Brazos Valley Groundwater Conservation District, and the City's water and wastewater system rehabilitation program.

Sponsors: Gary Mechler
Attachments: None

8.2. Presentation, discussion, and possible action regarding a Tourism program update.

Sponsors: Jeremiah Cook
Attachments: None

8.3. Presentation, discussion, and possible action on the Wellborn District Plan Update.

Sponsors: Naomi Sing
Attachments: 1. Proposed Wellborn District Plan Update Boundary

8.4. Presentation, discussion, and possible action on the collection rates for impact fees.

Sponsors: Carol Cotter
Attachments: 1. Impact Fee Collection Rate Supporting Information
2. Impact Fee Amounts for Sample Land Uses
3. Roadway Impact Fee Service Area Map
4. Generalized Map of Unplatted Property

9. Regular Agenda.

9.1. Public Hearing, presentation, discussion, and possible action regarding the approval of a resolution approving a funding application in the amount of $500,000 in Community Development Block Grant Mitigation grant funds administered by the Texas General Land Office and allocated regionally through the Brazos Valley Council of Governments approved Method of Distribution.

Sponsors: Debbie Eller
Attachments: 1. Funding Application Approval Resolution

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 C-3 Light Commercial to SC Suburban Commercial for approximately 1.667 acres of land at 100 Graham Road, being Lot 4A-1, and 140 Graham Road being lot 4-B, Block 1 of the JHW Commercial Addition Phase 2, generally located at the corner of Wellborn Road and Graham Road.

Sponsors: Gabriel Schrum
Attachments: 1. Ordinance
2. Vicinity, Aerial, and Small Area Map
3. Rezoning Exhibit
4. Applicants Supporting Information
5. Existing Future Land Use Map
6. Rezoning Map
7. Background Information

9.3. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from M-2 Heavy Industrial to SC Suburban Commerical for

approximately 0.472 acres of land at 170 Graham Road, being Lot 2, Block 1 of the JHW Commerical Addition, generally located at the corner of Wellborn Road and Graham Road.

Sponsors: Gabriel Schrum

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

9.4. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Business Center to Neighborhood Commercial for approximately 2.611 acres of land, generally located at 100-170 Graham Road.

Sponsors: Gabriel Schrum

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

9.5. Presentation, discussion, and possible action regarding a construction contract with Texas Materials Group, Inc. dba Gulf Coast a CRH Company in the amount of $287,807 plus the City's contingency in the amount of $30,000 for a total appropriation of $317,807 for Egremont Court Drainage Improvements. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

Sponsors: Jennifer Cain

Attachments:
1. Egremont Court Project Map
2. Egremont Court Project Vendor Signed Contract

9.6. Presentation, discussion, and possible action regarding an interlocal agreement with the City of Bryan for fire and EMS automatic and mutual aid.

Sponsors: Richard Mann

Attachments:
1. College Station Bryan Fire EMS ILA 2023 FinalV2

9.7. Presentation, discussion, and possible action regarding a resolution supporting the submission of a grant application to the Texas Department of Transportation for the State Highway 6 Shared-Use Path Project.

Sponsors: Jason Schubert

Attachments:
1. Resolution
2. Project Location Map

9.8. Presentation, discussion, and possible action regarding a resolution supporting the submission of a grant application to the Texas Department of Transportation for the FM 2818 (Harvey Mitchell Parkway) Shared-Use Path Project.

Sponsors: Jason Schubert

Attachments:
1. Resolution
2. Project Location Map

9.9. Presentation, discussion, and possible action regarding a resolution supporting the submission of a grant application to the Texas Department of Transportation to develop a Complete Streets Plan for the Core of College Station.

Sponsors: Jason Schubert

Attachments:
1. Resolution
2. Plan Boundary Map

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.

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 May 10, 2023 at 5:00 p.m.

Tanya Smith

City Secretary

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

at least two business days prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

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

Codigo Penal § 30.07. Traspasar Portando Armas de Mano al Aire Libre con Licencia.
“Conforme a la Seccion 30.07 del codigo penal (traspasar portando armas de mano al aire libre con licencia), personas con licencia bajo del Sub-Capitulo H, Capitulo 411, Codigo de Gobierno (Ley de licencias de arma de mano), no deben entrar a esta propiedad portando arma de mano al aire libre.”

May 15, 2023
Item No. 5.1.
Motorcycle Safety and Awareness Month

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming May 2023 as Motorcycle Safety and Awareness Month.

Relationship to Strategic Goals:

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:

1. 23 Motorcycle Safety and Awareness Month

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

Proclamation

WHEREAS, today's society is finding more citizens involved in motorcycling; and

WHEREAS, the Lone Star State is home to one of the nation's largest motorcycle-riding populations and it is vital that all motorist become more aware of everyone they share the road with, especially motorcyclists; and

WHEREAS, in 2021, there were 7,481 motorcycle crashes on Texas roads, leading to 2,318 serious injuries and 519 riders who lost their lives. With the lives of our fellow Texans on the line, we must do more to properly share the road and ensure the safety of motorcyclists, who represent some of our most vulnerable drivers; and

WHEREAS, each year, the month of May is dedicated to awareness campaigns that combat motorcycle-related crashes and fatalities. There are more than 61 percent of motorcyclist deaths happen between May through October, so these campaigns have helped inform riders and motorists alike to motorcycle safety issues to reduce motorcycle related risks, injuries, and most of all fatalities, through a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel to become aware of motorcyclists, and to obey all traffic laws. Motorcyclist should also continue to be vigilant for their safety; and

WHEREAS, motorists are encouraged to become more aware of inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve.

NOW, THEREFORE, I, John P. Nichols, Mayor of the City of College Station, Texas, do hereby proclaim and officially recognize May 2023 as

Motorcycle Safety and Awareness Month

It is encouraged that all College Station citizens utilize the many resources available to them to learn more about motorcycle safety and how our community do their part to make our roadways more secure.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 15th day of May 2023.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

May 15, 2023
Item No. 5.2.

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption:

Presentation of a check by the College Station Rotary Club to the City representing proceeds of a recent fundraiser in support of youth leadership and literacy.

Relationship to Strategic Goals:

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:

None

May 15, 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:
• April 24, 2023 Special Meeting
• April 27, 2023 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:
1. SPM042423 DRAFT Minutes
2. CCM042723 DRAFT Minutes

MINUTES OF THE CITY COUNCIL SPECIAL MEETING
CITY OF COLLEGE STATION
APRIL 24, 2023

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Present:
John Nichols, Mayor

Council:
Mark Smith
William Wright
Linda Harvell
Elizabeth Cunha
Bob Yancy
Dennis Maloney

City Staff:
Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Adam Falco, City Attorney

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 at 5:30 p.m. on April 24, 2023, in the College Station Utilities Meeting Training Facility, 1603 Graham Road, College Station, TX 77845.

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 5:30 p.m. on April 24, 2023, to continue discussing matters pertaining to:

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

- 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.

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

- City Manager

3. The Open Meeting will Reconvene from Executive Session and City Council will take action, if any.

Executive Session recessed at 6:15 p.m. No action was taken.

14. <u>Adjournment.</u>

There being no further business, Mayor Nichols adjourned the Meeting of the City Council at 6:15 p.m. on Monday, April 24, 2023.

_____
John P. Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
APRIL 27, 2023

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Present:
John Nichols, Mayor

Council:
Mark Smith
William Wright
Linda Harvell
Elizabeth Cunha
Bob Yancy
Dennis Maloney

City Staff:
Jeff Capps, Deputy City Manager
Jeff Kersten, Assistant 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 April 27, 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 4:00 p.m. on April 27, 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

- 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

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

- City Secretary
- City Attorney
- Municipal Court Judge

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 6:00 p.m. No action was taken.

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

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1. Presentation proclaiming May as National Bike Month.

Mayor Nichols presented a proclamation to staff member Jason Schubert, members of the cycling community, and the Bicycle, Pedestrian and Greenways Committee recognizing May 2023 as National Bike Month.

5.2. Presentation proclaiming May 7th through the 13th as Drinking Water Week.

Mayor Nichols presented a proclamation to Jennifer Nations, Water Services Program Coordinator, recognizing May 7th through the 13th as Drinking Water Week.

6. Hear Visitors Comments.

Luke Morrison, College Station, came to Council to introduce himself as the new chair of the Community Relations Committee with TAMU Student Senate and express how he looks forward collaboration to cultivate a strong relationship between the students and local government.

Fred Dupriest, College Station, came before Council to speak on protecting neighborhoods from Middle Housing and the connection to spot zoning. Mr. Dupriest summarized the key take ways: 1.) Commit to not rezoning individual lots. There are great disparities in the occupancy, cash flow, and increased taxation on other properties that are not allowed the same occupancy and cash flow; 2.) Determine how much working-class housing College Station needs. Take all but that amount off the Land Use Map as it is the only certain way to protect it; 3.) All Middle Housing should be city-initiated to enable consolidation of ownership and redevelopment consistent with the Middle Housing vision, and assessment of the impact on traffic, utilities, and other urban design objectives; and 4.) Revisit the legality of the zoning of individual lots as he believes it may be considered spot zoning. Reconsider whether Shared Housing should be in Middle Housing.

James Mulvey, Bryan, came before Council to describe the flooding that happens on Vine St and what the sewer line will enhance if it comes through that area. Mr. Mulvey presented a picture of Wayne

and Pam Hayenga home for the last 50 years on Tanglewood, which flooded 4 inches in house 2013, costing $40,000 out of pocket. He also thanked the Council for maintaining an open forum for all community members regardless of residency.

7. CONSENT ITEMS

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

Items 7.2 and 7.6 were pulled from Consent for clarification.

(7.2) Tradd Mills, Emergency Management Coordinator, explained that this plan will include terrorism as well as natural events. This will be a city-wide effort, not just for police and fire, but include mutual aid that will extend to other entities, such as Brazos County, City of Bryan and TAMU.

(7.6) Mary Ellen Leonard, Director of Finance, explained that the in the event of a default there is no financial impact to the City for issuance of the bonds. Repayment is by those residents and businesses located within Rock Prairie Management District No. 2.

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

- **April 13, 2023 Council Meeting**

7.2. Presentation, discussion, and possible action regarding a contract with Innovative Emergency Management, Inc. (IEM) for a Continuity of Operation Plan (COOP) not to exceed $107,844.81.

7.3. Presentation, discussion, and possible action regarding a consulting contract for pole loading analysis (PLA) to EN Engineering for an amount not to exceed $200,000.

7.4. Presentation, discussion, and possible action regarding the second reading of a franchise agreement Ordinance No. 2023-4430 with Frontier Texas Ventures I, LLC DBA Frontier Waste Solutions for the collection of recyclables from commercial businesses and multi-family locations.

7.5. Presentation, discussion, and possible action regarding the second reading of a franchise agreement Ordinance No. 2023-4429 with Pronto Services LLC for the collection of recyclables from commercial businesses and multi-family locations.

7.6. Presentation, discussion, and possible action regarding Resolution No, 04-27-23-7.6 granting consent to the Rock Prairie Management District No. 2 sale and issuance of unlimited tax road bonds, series 2023 not to exceed $1,750,000.

7.7. Presentation, discussion, and possible action regarding consultant contract with Binkley & Barfield, Inc. in the amount of $116,100 for drainage, roadway, utilities, and culvert improvements at Milliff Road and Redmond Drive.

7.8. Presentation, discussion, and possible action regarding partial awards to Anixter for $61,629.54 and to Techline for $192,550.10 for items included in Sections D, E, and F of the attached bid tabulation and the rejection of proposals received for items in Sections A, B, and C

for overhead transmission materials required for relocating electric facilities to accommodate the TxDOT State Highway 6 widening project.

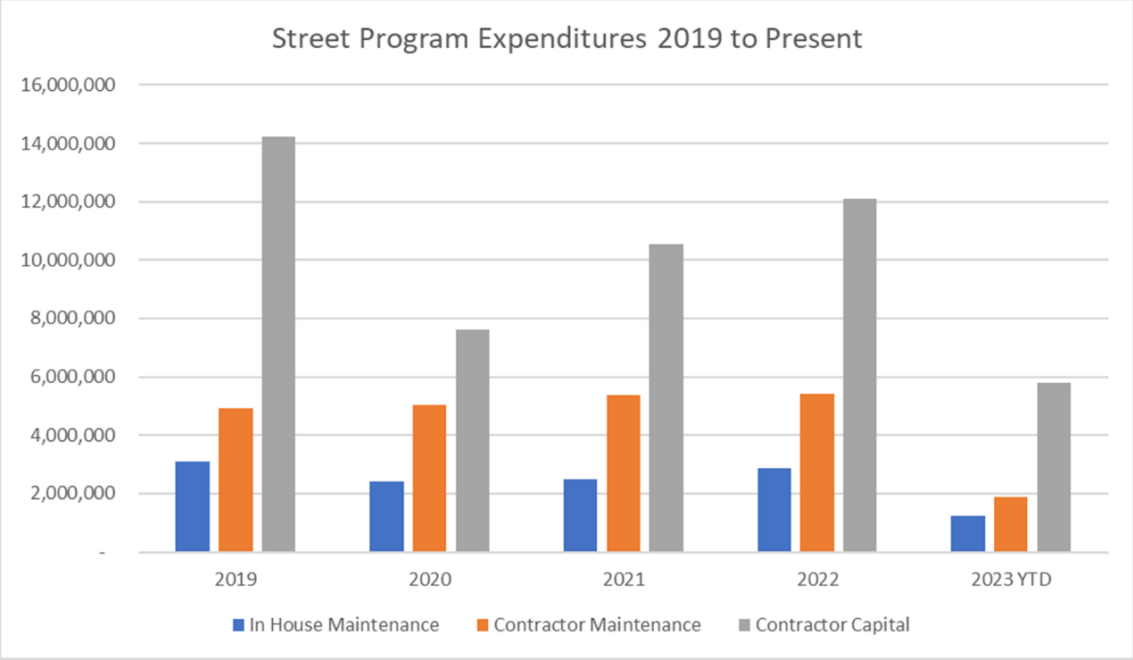
MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Items. The motion carried unanimously.

8. WORKSHOP ITEMS

8.1. Presentation, discussion, and possible action regarding an update on the street maintenance program.

Emily Fisher, Public Works Director, presented a brief update on the Street Maintenance Program:

- Pavement Condition Indexing Process
- Compare Pavement Condition Index
- Street Maintenance and Capital Program Costs
- Street Maintenance and Capital Plan
- Street Maintenance Open House: Wednesday, May 17, 2023 in City Hall Bush 4141at 6:00 pm



9. REGULAR ITEMS

9.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2023-4431 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 M-1 Light Industrial to GC General Commercial for approximately 5 acres of land, generally located at State Highway 6 S and Venture Drive.

Robin Macias, Planning and Development, stated that this request is to rezone approximately 5 acres of land, generally located at State Highway 6 S and Venture drive. The subject property is part of the

College Station Business Center and is currently undeveloped. The intent of the rezoning is to provide large office spaces which include uses not allowed within the current zoning district, for example, medical clinics and banks with drive-thru facilities.

The Planning and Zoning Commission heard this item at their April 20, 2023 meeting and recommended approval 5-0. Staff recommends approval of the rezoning request as it is in line with the Comprehensive Plan and compatible with the surrounding area.

At approximately 7:16 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 7:16 p.m.

MOTION: Upon a motion made by Councilmember Yancy, and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2023-4431, 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 M-1 Light Industrial to GC General Commercial for approximately 5 acres of land, generally located at State Highway 6 S and Venture Drive. The motion carried unanimously.

9.2. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2023-4432 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 and GS General Suburban to T Townhouse for approximately 8.2 acres of land at 3197 Holleman Drive South, generally located north of the intersection of Holleman Drive South and Deacon Drive West.

Jeff Howell, Planning and Development, stated that this request is to rezone approximately 8.181 acres of land generally located north of the intersection of Holleman Drive South and Deacon Drive West from R Rural and GS General Suburban to T Townhouse. The tract proposed to be rezoned consists of two un-platted properties. The smaller property (2.988 acres) was originally zoned R Rural upon annexation to the City in 2002. The larger property (5.193 acres) was part of The Barracks PDD Planned Development District, where it was planned for townhome development in 2015. This property was rezoned to GS General Suburban in 2018 in anticipation of the development of the Antioch Community Church. This zoning request is in effort to provide additional housing and residential density to this area, specifically townhome development.

The Planning and Zoning Commission heard this item at their April 6, 2023 meeting and recommended approval 7-0. Staff recommends approval of this rezoning request as it is in line with the Comprehensive Plan and compatible with the surrounding area.

At approximately 7:25 p.m., Mayor Nichols opened the Public Hearing.

Mark Golden, College Station, came before Council to address his concerns and confusion on the sewer with the rezoning at this located that is across from his property.

There being no further comments, the Public Hearing was closed at 7:31 p.m.

MOTION: Upon a motion made by Councilmember Maloney, and a second by Councilmember Yancy, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2023-4432,

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 and GS General Suburban to T Townhouse for approximately 8.2 acres of land at 3197 Holleman Drive South, generally located north of the intersection of Holleman Drive South and Deacon Drive West. The motion carried unanimously.

9.3. Presentation, discussion, and possible action regarding possible projects to be funded with the Community Development Block Grant - Mitigation Plan funds to be received from the Texas General Land Office through the Brazos Valley Council of Governments Method of Distribution.

Debbie Eller, Community Services Director, stated that the City Council approved a resolution on October 13, 2022 to accept Community Development Block Grant Mitigation (CDBG-MIT) funds from the Texas General Land Office (GLO) 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; 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 for flood mitigation projects due to the Federal/Presidential Disaster 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." 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 is not to exceed $20,925. 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, a public comment period was open from March 30th through April 13th, including a Public Hearing at the April 13th City Council meeting. Due to comments received from the Council, and after consulting with the GLO, the proposed project list was changed, and an additional public comment period will be opened from April 28th - May 12th. The Council meeting on May 15th will include a Public Hearing and a request for consideration of plan approval. Staff requested an extension of the deadline for submission of the plan to allow for sufficient public comment. The extension was granted, and the plan is due May 17, 2023.

Possible Projects	Estimated Cost	Staff Recommendation
Flood Hazard Assessment	$150,000	$75,000 CDBG-MIT* $75,000 General Funds
Flood Warning System – Pilot Project	$91,750	$91,750 CDBG-MIT
Lincoln Center Generator Installation	$136,800	$10,450 CDBG - MIT $126,350 CDBG – Entitlement**
Meyers Senior & Community Center Generator Installation	$322,800	$322,800 – CDBG – MIT
	$701,350	**$500,000 – CDBG MIT** **$75,000 – General Funds** **$126,350 – CDBG Entitlement**

Council directed staff to move forward with recommendations as presented.

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 Maloney recognized Mayor Nichols proclaiming April 15th as Sheriff Kirk Day and naming the Sheriff's Department Facility after him.

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)

Councilmember Smith reported on BVSWMA.

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 Harvell requested a discussion item taking a stance on limiting state control of local government affairs.

14. Adjournment.

There being no further business, Mayor Nichols adjourned the Meeting of the City Council at 8:07 p.m. on Thursday, April 27, 2023.

_____
John P. Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

May 15, 2023
Item No. 7.2.
Board of Directors for Rock Prairie Management District No. 2 Appointments

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding appointment of Hay Glover (Position No. 1), Uri Geva (Position No. 2), Mark Lindemulder (Position No. 3) to the board of directors for Rock Prairie Management District No. 2.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Staff recommends approval.

Summary: The District was created by an Act of the 83rd Legislature, Regular Session, codified in Chapter 3909, Texas Special District Local Law Code (the "Code"). Pursuant to Section 3909.052 of the Code, the Board "shall recommend to the governing body of the City persons to serve on the succeeding board. The governing body of the City shall review the recommendations and approve or disapprove the directors recommended by the Board. A person is appointed if a majority of the members of the governing body and the mayor vote to appoint that person."

On behalf of the Board, we request that the City Council of the City of College Station appoint Hay Glover (Position No. 1), Uri Geva (Position No. 2), Mark Lindemulder (Position No. 3), to terms ending June 1, 2027. Directors Glover, Geva and Lindemulder are currently serving as directors on the board.

Budget & Financial Summary: None

Attachments:
1. Rock Prairie MUD No. 2

SCHWARTZ PAGE & HARDING

RECEIVED 5/01/23 via fedex

April 28, 2023

VIA FEDERAL EXPRESS AND E-MAIL

City of College Station
1101 Texas Avenue
College Station, TX 77840
Attention: Mr. Bryan Woods

Re: Rock Prairie Management District No. 2 (the "District") – Appointment of Directors

Dear Mr. Woods:

We are the attorneys for the above referenced District, and have been instructed by its Board of Directors (the "Board") to direct this correspondence to your attention. As you know, the District was created by an Act of the 83rd Legislature, Regular Session, codified at Chapter 3909, Texas Special District Local Laws Code (the "Code"). Pursuant to Section 3909.052 of the Code, the Board "shall recommend to the governing body of the City persons to serve on the succeeding board. The governing body of the City shall review the recommendations and approve or disapprove the directors recommended by the [B]oard. A person is appointed if a majority of the members of the governing body and the mayor vote to appoint that person."

On behalf of the Board, we request that the City Council of the City of College Station appoint Hays Glover (Position No. 1), Uri Geva (Position No. 2), and Mark Lindemulder (Position No. 3), to terms ending June 1, 2027. Directors Glover, Geva and Lindemulder are currently serving as directors on the board.

1300 POST OAK BOULEVARD, SUITE 2400 • HOUSTON, TX 77056
O: 713.623.4531 • F: 713.623.6143

Should you have any questions concerning the enclosed or above, please do not hesitate to contact me at (713) 623-4531.

Very truly yours,

SCHWARTZ, PAGE & HARDING, L.L.P.

By: Christina Cole
Christina Cole
Attorneys for the District

cc: Board of Directors
Rock Prairie Management District No. 2

Mr. Adam Falco
Ms. Stacey Vasquez
City of College Station

455969-6

May 15, 2023
Item No. 7.3.
Event, Program, and Activity Sponsorship Policy

Sponsor: Jeff Kersten, Assistant City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding final approval of the Event, Program, and Activity Sponsorship Policy.

Relationship to Strategic Goals:
Good Governance, Financial Sustainability

Recommendation(s): Staff recommends Council approve the policy.

Summary: This item is an update to the City's existing sponsorship policy. The update was first presented to Council on February 23rd, 2023. In that meeting, the Council directed staff to move forward with the policy as written. This item seeks final approval of the policy.

Budget & Financial Summary:

Attachments:
1. Event, Program, and Activity Sponsorship Policy

EVENT, PROGRAM AND ACTIVITY SPONSORSHIP POLICY

1. **Policy Objectives**

   a. Provide a City of College Station (City) policy for sponsorship of events, programs and activities that further a public purpose, including purchasing tables and seats at events from community organizations furthering a public purpose.
   b. Establishing procedures for City sponsorships be administered by the City Manager as directed by the City Council.
   c. Ensuring City sponsorships enhance and foster a public purpose and the City's strategic goals.

2. **Policy Statement**. It is the City's policy to engage in good governance and to support a diverse and growing economy. The City recognizes a component of accomplishing these goals is providing support for projects, events, and agencies which assist in at least one of the City Council's Strategic Plan initiatives. Especially when these agencies provide a public purpose or service which, if not provided by the agency, may have to be provided by the City. This policy applies to any community organization, agency, or program requesting sponsorship from the City for public events, programs, and activities.

3. **City Sponsorship Categories.** The two types of sponsorships are Community Sponsorships and Marketing Sponsorships.

   a. Community Sponsorships. Community Sponsorships are opportunities for the City to demonstrate goodwill towards organizations serving to benefit the College Station community.
      i. Guidelines.

         1) The City Council or the City Manager may provide direction regarding support of community sponsorship events.
         2) The City may purchase tables, serve as event sponsors, or purchase individual tickets if it is deemed appropriate for the City to have a presence at the event.
         3) Each Community Sponsorship will support at least one City Council Strategic Plan initiative.

   b. Marketing Sponsorships. City sponsorships may be used for marketing initiatives at public events when the sponsorship will provide an opportunity to promote the City, its departments, or activities. These marketing sponsorship opportunities are not to supersede Citywide marketing initiatives.
      i. Guidelines.

1) The City Manager or designee must ensure appropriate use of the City's logos and marks in any sponsorship representation or program advertisement.
2) The City Manager's Office will coordinate all Marketing Sponsorships to avoid duplication.
3) All marketing sponsorship decisions must be made through the annual budget process. If a marketing sponsorship is not budgeted it may only be approved at the discretion of the Council or City Manager.
4) Each Marketing Sponsorship will support at least one Strategic Plan initiative.

4. **Administrative Guidelines and Procedures.** Under the City Manager's direction, the City will streamline sponsorship efforts by implementing the following monitoring procedures:
   - **a.** The City Manager has authority to purchase of tables, tickets, or other forms of sponsorship at community events ensuring the City is not duplicating representation or marketing efforts. The City Manager has discretion to delegate spending authority or approval as appropriate.
   - **b.** Sponsorship of events, programs and activities for Outside Agencies with a City Outside Agency Funding Agreement will be part of the terms of those funding agreements.
   - **c.** The City will pursue a funding agreement with an agency, if, in aggregate, the City funds an entity $5,000 or more in one fiscal year.

5. **Oversight**
   - **a.** The City Council will review and allocate the total funding amount available for sponsorships in any fiscal year in the annual budget.
   - **b.** The City Council may identify and approve the organizations the City will sponsor.
   - **c.** The Outside Agency Funding Agreements with outside agencies may include provisions for sponsorship of those organizations.

ADOPTED this _____day of _____, 2023.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

May 15, 2023
Item No. 7.4.
Bid Award for URD Electric Materials for SH6 Widening

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding the award of bids to KBS Electrical Distributors not to exceed $95,327.64 and Techline, Inc. not to exceed $278,075.82 for underground distribution materials required for relocating electric facilities to accommodate the TxDOT State Highway 6 widening project.

Relationship to Strategic Goals:
Financially Sustainable City
Core Services and Infrastructure

Recommendation(s): Staff recommends approval of items as detailed in the attached bid tabulation KBS ($95,327.64) and Techline ($278,075.82).

Summary: ITB 23-051, for underground materials needed for the distribution line relocation for the SH6 widening project, was formally bid and opened on March 30, 2023; two proposals were received. Electric staff recommends the award of this ITB.

Budget & Financial Summary: Funds for the award of ITB #23-051 are available in the Electric capital budget.

Attachments:
1. 23-051 Award

23-051 UNDERGROUND DISTRIBUTION MATERIAL
AWARD

Item	Description	Quantity	Unit	KBS ELCTRICAL DIST Unit Bid Price ($)	KBS ELCTRICAL DIST Extended Bid Price ($)	TECHLINE INC. Unit Bid Price ($)	TECHLINE INC. Extended Bid Price ($)
A-1	**Conduit 6" x 10' Schedule 40 PVC Conduit**, Underground, Gray Color, 6" Conduit Inner Diameter, 10' Length, Made in USA, +90 °C Maximum Operating Temperature, Belled End;Corrosion Resistant:Rust Resistant:Sunlight Resistant;Rated For 90° Cable;Rigid Nonmetallic PVC Schedule 40 Special Features, Intertex ETL Listed US;UL 651 and NEMA TC2 Standards Met, 6" Trade Size, 0.280" Wall Thickness, 3.6359 lb Weight	1200	each	$ 12.24	$ 14,688.00	$ 120.99	$ 145,188.00
A-2	**Conduit 2" x 10' Schedule 40 PVC Conduit**, Underground, Gray Color, 2.067" Conduit Inner Diameter, 10' Length, Made in USA, +90 °C Maximum Operating Temperature, Belled	750	each	$ 2.94	$ 2,205.00	$ 24.81	$ 18,607.50
A-3	**Steel conduit 6" x 10',** galvanized inside and outside, smooth continuous raceways, manufactured in accordance with ANSI C80.1, threaded with provisions for coupling.	12	each	$ 25.59	$ 307.08	$ 52.55	$ 630.60
A-4	**Conduit 6" elbow, 90 degree, 60" radius**, belled end, Schedule 40 PVC, to match item A-1 listed above.	16	each	$ 314.00	$ 5,024.00	$ 134.52	$ 2,152.32
A-5	**Conduit 2" elbow, 90 degree, 24" radius**, belled end, Schedule 40 PVC, to match item A-2 listed above.	20	each	$ 12.95	$ 259.00	$ 12.07	$ 241.40
A-6	**Conduit 6" elbow, 45 degree, 36" radius**, belled end, Schedule 40 PVC, to match item A-1 listed above.	16	each	$ 113.09	$ 1,809.44	$ 73.00	$ 1,168.00
A-7	**Conduit 2" elbow, 45 degree, 24" radius**, belled end, Schedule 40 PVC, to match item A-2 listed above.	12	each	$ 15.79	$ 189.48	$ 12.50	$ 150.00
A-8	**Conduit, 6" coupling for Schedule 40 PVC**, to match item A-1 listed above.	10	each	$ 10.59	$ 105.90	$ 9.35	$ 93.50
A-9	**Conduit, 2" coupling for Schedule 40 PVC**, to match item A-2 listed above.	10	each	$ 3.09	$ 30.90	$ 0.65	$ 6.50
	GROUP A TOTAL						**$ 168,237.82**
B-1	Pad-Mounted Solid Dielectric Switchgear, (3) Source (1) Load ways with Front and Back Access, 15 kV, 95 kV BIL. Source way switches to be 600 ampere continuous and load-break amps and consist of nine (9) standard 600 ampere bushings, rated 20 kA asymmetrical momentary amperes, and 12.5 kA symmetrical short time amperes. Each load way to consist of three (3) 200 ampere (continuous and load-break amps) single-phase interrupter switches. Each load way entrance shall consist of three (3) standard 200 ampere bushings rated 10 kA symmetrical short time amperes with removable threaded studs, and 1.3 kA asymmetrical short time amperes. The load side interrupter shall be a non-reclosing, manual reset device. Switching unit shall have a selectable singe-phase or three-phase trip on load side interrupter, and selectable time-current settings to emulate and preset to the Kearney T fuse characteristics. SCADA interface provisions are required for this switchgear. Switch shall be in full and complete conformance with the Detailed Specifications for 15 kV Solid Dielectric Pad-Mounted Switchgear, 304 stainless steel.	1	each	$ 101,825.00	$ 101,825.00	$ 109,838.00	$ 109,838.00
	GROUP B TOTAL						**$ 109,838.00**
C-1	**Pull Box,** 4'x8'x4" pull box with lid per the DUM1-K1 unit drawing in Appendix A.	12	each	$ 5,059.00	$ 60,708.00	$ 6,388.00	$ 76,656.00
C-2	**Fiberglass extension for Pull Box,** 4'x8'x2' per the DUM-KEX unit drawing in Appendix A.	12	each	$ 2,884.97	$ 34,619.64	$ 2,735.00	$ 32,820.00
	GROUP C TOTAL				**$ 95,327.64**		
	GRAND TOTAL OF BIDS FOR UNDERGROUND RESIDENTIAL DISTRIBUTION MATERIALS				**$ 95,327.64**		**$ 278,075.82**
				KBS ELCTRICAL DIST		**TECHLINE INC.**	

May 15, 2023
Item No. 7.5.
Milsoft Utility Solutions Customer Notifications

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an amendment to the Milsoft Utility Solutions contract for the total amount of $110,140, over a five-year term, to add additional electric utility functionality and customer text notifications.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends Council approve the software addition, for a five-year term in the amount of $110,140.

Summary: To improve real-time communication with the customers of College Station Utilities, CSU is working with Textpower and Milsoft to provide solutions for fully integrated, two-way text messaging via customers' cellphones. By utilizing CSU's existing Milsoft Outage Map and Outage Call Management systems, CSU will deploy texting capabilities for its customers.

The notification software via Textpower will allow CSU to communicate with customers on planned outages, unplanned outages, and outage updates as needed. The Textpower software enables two-way CSU correspondence with customers using integration with the current Outage Management System. Using the Outage Call Manager (OCM) system, CSU will be able to group customers based on the affected areas to send outage updates and estimated outage restoration times, lowering the amount of human intervention by CSU's operations personnel during more significant electric events.

Budget & Financial Summary: Funds are available in the Electric capital and operations and maintenance budgets.

Attachments:
1. 130162 Milsoft Utility Ltr Amendment

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

March 15, 2023

ATTN: Bart Brockway
Milsoft Utility Solutions
PO Box 5726
Abilene, TX 79608

RE: Contract No. 130326 ("Contract"), Monthly Subscription and IVR Account Notifications

Dear Mr. Brockway,

The City of College Station ("City") and Milsoft Utility Solutions (collectively the "Parties") agree to make certain changes to the above-referenced Contract and renew the Contract for a new five (5) year term beginning March 25, 2023, through March 24, 2028.

The City's Electric Utility has an existing subscription for "OCM Subscription Fees and Calls" and is planning to implement the new IVR Account notifications feature. The city desires to continue the OCM Subscription Fees and Calls Contract for one year, providing a continuation of services with Milsoft Utility Solutions, while the new IVR Account Notifications product and Two-Way Texting Configuration is brought online and added on to the existing Contract. The Parties agree that the contract term for the new IVR Account Notifications product will be for a five-year term beginning March 25, 2023, through March 24, 2028, and this Contract will auto-renew for additional five (5) year terms thereafter unless terminated in writing by either Party before the beginning of the next annual contract year. For the avoidance of doubt, either Party may terminate this Contract on an annual (yearly) basis.

The Revised Schedule of Payment is as follows:

Milsoft Outage Alerts	$ 3,600
IVR Hosted Notifications and Two-Way Functionality	9,000
IVR Hosted OCM Renewal	5,748
Call Charges Est 1,800 a month @$0.05 X 12 months	1,080
Milsoft Communications Support	1,300
Re-curing Annual Costs	$ 20,728
Five Year Annual Costs	$103,640
One Time Two-Way Texting Configuration	$ 6,500
Five Year Contract Total	**$110,140**

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

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

MILSOFT UTILITY SOLUTIONS

By:_____

Printed Name:_____

Title:_____

Date:_____

CITY OF COLLEGE STATION

By:_____
City Manager

Date:_____

APPROVED:

_____
City Attorney

Date:_____

_____
Assistant City Manager/CFO

Date:_____

Attachments:
Exhibit A – IVR Outage Management
Exhibit B – Payment Schedule (Revised Renewal #1)

EXHIBIT A
IVR OUTAGE MANAGEMENT

Milsoft quote here

EXHIBIT B
PAYMENT SCHEDULE

MONTHLY PAYMENTS:	
Customer Outage Alerts (Monthly subscription)	$ 300
IVR Hosted Customer Notification (Monthly subscription)	$ 750
IVR Hosted OCM Monthly	$ 479
Call Charges @ $.05 per minute, estimated @ 1,800 per month	$ 90
Total of Monthly Charges**	**$ 1,619**
ANNUAL EXPENSES	
******Annual Monthly Charges	$ 19,728
Annual Milsoft Support	$ 1,300
ANNUAL EXPENSES	**$ 20,728**
One Time Two-Way Texting Configuration w/ Training	$ 6,500
Year One Contract Expense	**$ 27,228**

FIVE YEAR CONTRACT VALUE

One-Time Non-Recurring Configuration	**$ 6,500**
Recurring Annual Expense ($20,428)	
Five Year Annual Expense	**$ 103,640**
FIVE YEAR CONTRACT VALUE	**$ 110,140**

May 15, 2023
Item No. 7.6.
Semi-Annual Report on System-Wide Impact Fees

Sponsor: Carol Cotter

Reviewed By CBC: Impact Fee Advisory Committee

Agenda Caption: Presentation, discussion, and possible action regarding a Semi-Annual Report on System-Wide Impact Fees for Water, Wastewater, and Roadway.

Relationship to Strategic Goals:

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

Recommendation(s): The Impact Fee Advisory Committee (IFAC) heard this item at their meeting on May 4, 2023, and recommended acceptance of the report. Staff recommends that the City Council accept the Semi-Annual Report.

Summary: The attached Impact Fee Semi-Annual Report is provided to the City Council in accordance with the Texas Local Government Code Chapter 395.058. The City of College Station adopted System-Wide Impact Fees for water, wastewater, and roadways in 2016. The statutory 5-year update was completed on November 22, 2021. Revised land use assumptions and capital improvement plans were adopted, including resultant maximum assessable rates and associated collection rates.

This report documents the period from October 1, 2022, through March 31, 2023. There have been no major changes in the water, wastewater, or roadway impact fee programs during this reporting period; however, a reduction in building activity over the reporting period resulted in lower impact fees collected. This report includes a summary of the utility and roadway impact fees collected, transferred, and available for capital improvement projects. It also lists ongoing capital improvement projects partially funded by impact fee revenues.

The Planning and Zoning Commission serves as the Impact Fee Advisory Committee (IFAC) per the City of College Station Code of Ordinances Chapter 107, Impact Fees. Ad hoc members were also appointed for the update process.

Budget & Financial Summary: N/A

Attachments:
1. Impact Fee Semi-Annual Report - 20230504
2. Future Land Use Map
3. Service Area Maps -Water, Wastewater and Roadway
4. Status of Impact Fee CIP - Water Wastewater Roadway - March 2023

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

MEMORANDUM

DATE: May 4, 2023

TO: Impact Fee Advisory Committee

FROM: Carol Cotter, P.E., City Engineer

SUBJECT: Semi-Annual Report - System-Wide Impact Fees for Water, Wastewater, and Roadway

The City of College Station adopted "System-Wide" Impact Fees for water, wastewater, and roadways in the latter part of 2016. In accordance with Texas Local Government Code, the 5-year update was completed on November 22, 2021. Revised land use assumptions and capital improvements plans were adopted including resultant maximum assessable rates and associated collection rates.

Texas Local Government Code requires Semi-Annual Reporting to monitor the progress of impact fees and to determine if an update to the fee study is necessary before the statutory five-year requirement. There have been no major changes in the water, wastewater, or roadway impact fee programs during this reporting period; however, a reduction in building activity over the reporting period resulted in lower impact fees collected. This report documents the period of October 1, 2022, to March 31, 2023 and includes a summary of the utility and roadway impact fees collected, transferred, and available for capital improvement projects. It also lists ongoing capital improvement projects partially funded by impact fee revenues.

Staff recommends that the Impact Fee Advisory Committee accept this report and forward to City Council for their update.

Impact Fee Advisory Committee (IFAC)

The City of College Station Code of Ordinances Chapter 107, Impact Fees, designates the Planning and Zoning Commission as the Impact Fee Advisory Committee (IFAC). Additional ad hoc members were appointed for the update process. The role of the IFAC is to:

1. Advise and assist the City in adopting Land Use Assumptions.
2. Review the Capital Improvements Plan and file written comments.
3. Monitor and evaluate implementation of the Capital Improvements Plan.
4. File semi-annual reports with respect to the progress of the Capital Improvements Plan.
5. Advise the City Council of the need to update or revise the Land Use Assumptions, Capital Improvements Plan, and Impact Fees.

System-Wide Impact Fees

System-wide impact fees for water and wastewater were adopted September 22, 2016, with roadway impact fees following on November 10, 2016. Maximum assessable rates were adopted, and reduced collection rates implemented. Water and wastewater fees were phased in, starting at 50% of the collection rate the first year with full collection rates the following year. Roadway impact fees were phased in, beginning with zero fee collection in year one and 50% in year two. Full implementation of the initial collection rates occurred in December 2018.

The statuary 5-year update of the water, wastewater and roadway impact fee programs was completed November 22, 2021. Amendments to the land use assumptions and capital improvements plans were adopted, including resultant maximum assessable rates and associated collection rates, and became effective on January 1, 2022. The collection rate for residential developments was increased by 10% from the previous rates and became effective March 1, 2022. The service area for roadway impact fees remained unchanged, bounded by the city limits. Service areas for system-wide water and wastewater impact fees were adjusted to respective services areas within the city limits, removing areas of the City's extra-territorial jurisdiction (ETJ). The amendments have been incorporated in the semi-annual report.

Status of the impact fee programs are presented in the following tables.

Impact Fee Program Overview – 2021 Study Updates

System-Wide Impact Fee	Adopted Max Rate	Collection Rate Residential / Commercial	Total Estimated Capital Costs	Recoverable Costs at Max Rate (2021 – 2031)	Recoverable Cost at Collection Rate (2021-2031)
Water	$3,877	$550 / $500	$67,722,554	$54,457,437	$4.5M
Wastewater	$5,572	$3,300 / $3,000	$189,748,166	$71,917,188	$24.2M
Roadway A	$499	$438.83 / $80	$13,915,012	$9,052,650	$3.1M
Roadway B	$1,261	$438.83 / $80	$48,390,353	$20,114,165	$2.9M
Roadway C	$2,127	$438.83 / $80	$78,250,564	$25,687,488	$3.5M
Roadway D	$3,452	$438.83 / $80	$74,492,580	$57,399,762	$2.7M
Roadway Totals			$215,048,509	$112,254,065	$12.2M

Impact fee revenues collected since the initial adoption of system-wide impact fees in 2016 are provided by fiscal year in the table below. Amounts collected for this six (6) month reporting period from October 1, 2022, through March 31, 2023, are also provided.

Impact Fee Revenues

System-Wide Impact Fee	FY17	FY18	FY19	FY20	FY21	FY22	FY23 1st 6 Month Reporting Period	Total Impact Fees Collected
Water	$45,075	$339,325	$335,400	$381,880	$420,200	$474,025	$56,450	$2,052,355
Wastewater	$155,475	$1,606,025	$1,575,150	$1,666,800	$2,243,700	$2,333,880	$525,750	$10,106,780

Roadway A	$0	$40,893	$81,193	$123,327	$117,261	$454,618	$56,965	$874,257
Roadway B	$0	$32,671	$80,625	$427,118	$538,988	$494,585	$94,115	$1,668,102
Roadway C	$0	$156,540	$391,243	$186,979	$194,634	$255,872	$39,192	$1,224,460
Roadway D	$0	$33,000	$150,526	$79,161	$85,404	$288,661	$40,922	$677,674
Roadway Totals	$0	$263,104	$703,587	$816,585	$936,287	$1,493,736	$231,194	$4,444,493

Impact Fee Capital Improvement Plan Implementation

System-Wide Impact Fee	Impact Fees Allocated	Developer Constructed (Estimated)	City Funded	Total Capital Project Expenditures
Water	$1,596,085	$120,000	$32,463,040	$34,179,125
Wastewater	$6,613,956	$690,000	$70,607,571	$77,911,527

Roadway A	$317,500	$0	$368,314	$685,814
Roadway B	$617,500	$0	$26,881,933	$27,499,433
Roadway C	$793,333	$77,667	$38,321,914	$39,192,914
Roadway D	$317,500	$777,500	$10,413,980	$11,508,980
Roadway Totals	$2,045,833	$855,167	$75,986,141	$78,887,141

The impact fee revenues are being utilized to aid in funding a number of the impact fee capital improvement projects. Impact fees may only be spent on eligible projects identified in the respective impact fee capital improvement plans and are then further restricted to the specific zones for roadway impact fees. The projects that have received impact fee funding are listed as follows.

Capital Projects Receiving Impact Fee Allocation

Water Impact Fee Projects:

- Well #9 and Collection Line (Project F)
- SH 6 Water Line Phases 1 and 2 (Project N)
- SH 6 Water Line Phase 3 (Project O)
- 2021 Impact Fee Study (Project R)

Wastewater Impact Fee Projects:

- Lick Creek Trunk Line (Project C)
- Northeast Trunk Line Phases 1 and 2 (Project E)
- Carters Creek Diversion Lift Station Phase 1 (Project M)
- Lick Creek WWTP Phase 1 Expansion (Project N)
- 2021 Impact Fee Update (Project O)

Roadway Impact Fee Projects:

- Zones A and D - Rock Prairie Road from SH 6 to Stonebrook Drive (Project A-5/D-1)
- Zones A and D - Rock Prairie Road from Stonebrook Drive to Town Lake Drive (Project A-6/D-2)
- Zones B and C - Rock Prairie Road W from 715’ west of Towers Parkway to Wellborn Road (Project B-3/C-1)
- Zone C - Capstone Drive from 1,265’ west of Wellborn Road to Wellborn Road (Project C-4)
- Zone C - Barron Road from Wellborn Road to WS Phillips Parkway (Project C-5)
- Impact Fee Study (all Zones)

Planning & Development Services
P.O. BOX 9960 • 1101 TEXAS AVENUE • COLLEGE STATION • TEXAS • 77842
TEL. 979.764.3570 • FAX. 979.764.3496
cstx.gov/devservices

Recommendation:

Staff recommends that the Impact Fee Advisory Committee accept this report and forward to City Council for their update.

Attachments:

1. Future Land Use Map
2. Service Area Maps - Water, Wastewater, and Roadway
3. Status of the Impact Fee Capital Improvements Plans – Water, Wastewater, and Roadway

FIGURE 2-1
CITY OF COLLEGE STATION
WATER AND WASTEWATER IMPACT FEE UPDATE
FUTURE LAND USE

LAND USE

- Urban Center
- Neighborhood Center
- General Commercial
- Neighborhood Commercial
- Business Center
- Urban Residential
- Mixed Residential
- Suburban Residential
- Estate Residential
- Rural
- Neighborhood Conservation
- Medical
- Wellborn
- Institutional/Public
- Texas A&M University
- Parks & Greenways
- Natural Areas
- Redevelopment Areas

LEGEND

- Road
- Railroad
- Stream
- Lake
- Texas A&M University
- City Limit
- ETJ Boundary
- Other City Limit
- County Boundary

City of College Station
Home of Texas A&M University®

FREESE AND NICHOLS

Texas A & M University

BRAZOS CO

WASHINGTON CO

GRIMES CO

0 2,500 5,000
SCALE IN FEET

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Updated: Monday, November 8, 2021

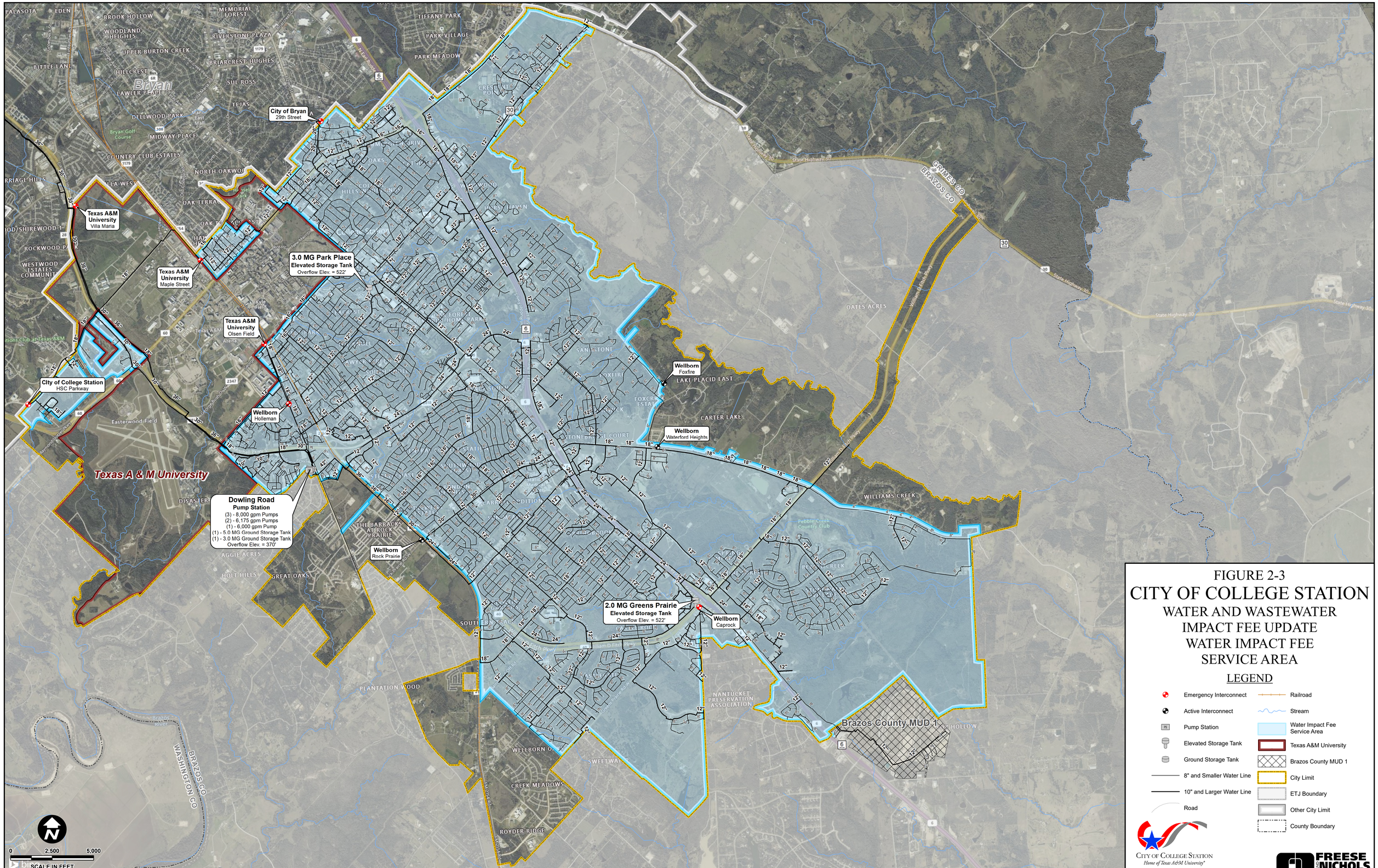

FIGURE 2-3
CITY OF COLLEGE STATION
WATER AND WASTEWATER
IMPACT FEE UPDATE
WATER IMPACT FEE
SERVICE AREA

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Job No. CCL14001
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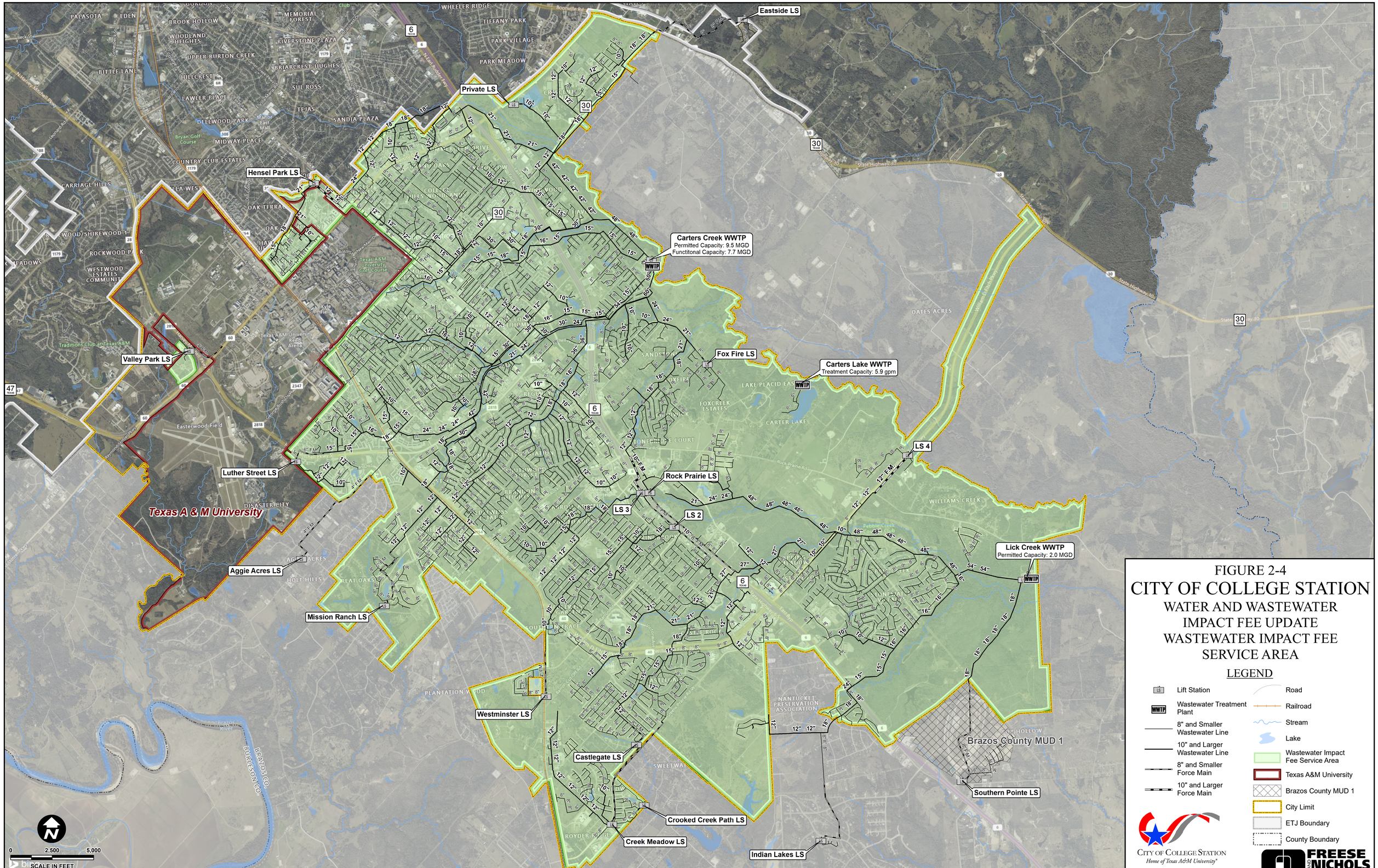

FIGURE 2-4
CITY OF COLLEGE STATION
WATER AND WASTEWATER IMPACT FEE UPDATE
WASTEWATER IMPACT FEE SERVICE AREA

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Updated: Monday, November 8, 2021
User: DBR12

CITY OF COLLEGE STATION

Exhibit 1

Service Areas

0 0.5 1 Miles

NORTH

Kimley»Horn

November 2021

A

B

C

D

TEXAS AVENUE S

BIRD POND ROAD

ROCK PRAIRIE ROAD

N GRAHAM ROAD

SH 6

Legend

City Limits

Service Areas

A

B

C

D

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Water Impact Fees Capital Improvement Plan
Semi-Annual Impact Fee Report: October 2022 - March 2023

Project ID	Description of Project[1]	Project Cost	Project Status as of March 2023
A	High Service Pumping Improvements	$ 3,597,227	Complete
B	BioCorridor Water Line	$ 998,884	Complete
C	Area 2 Water Line Extension	$ 1,000,000	Complete
D	Cooling Tower Expansion	$ 3,795,667	Complete
E	Well No. 10 Land Acquisition	$ 1,048,633	Complete
F	Well No. 9 and Collection Line	$ 7,623,202	Complete
G	Midtown Drive 12-inch Water Line	$ 920,000	Complete
H	The Crossing at Lick Creek Phase 1 - 3 Oversize Participation	$ 45,233	Complete
I	Embassy Suites Water Line Oversize Participation	$ 15,030	Complete
J	Brazos Valley Auto Complex Oversize Participation	$ 84,791	Complete
K	Castlegate II Oversize Participation	$ 50,871	Complete
L	Greens Prairie Oversize Participation	$ 96,498	Complete
M	Summit Crossing Phase 3A Oversize Participation	$ 32,550	Complete
N	SH 6 Water Line Phase 1 and 2	$ 1,036,568	Complete
O	SH 6 Water Line Phase 3	$ 3,050,000	Under Construction
P	3.0 MG Elevated Storage Tank and Pressure Reducing Valves	$ 8,690,000	Under Construction
Q	SH 40 Water Line Phase 1 and 2	$ 4,200,000	In Design
R	2021 Impact Fee Study	$ 150,000	Complete
1	New and Replacement 12-inch Rock Prairie Road Water Line	$ 2,289,500	Future
2	New 18-Inch Midtown Business Center Water Line	$ 2,796,400	Future
3	BioCorridor Water Line Improvements	$ 2,741,200	Future
4	Water Supply Well No. 10	$ 19,223,900	Future
5	Harvey Mitchel Parkway Water Line Replacement	$ 4,236,400	Future

[1]Oversize participation projects include only the portion of costs paid for by the City.

FIGURE 3-1
CITY OF COLLEGE STATION
WATER IMPACT FEE UPDATE
CAPITAL IMPROVEMENTS PLAN

D Cooling Tower Expansion

E Land Acquisition for Well No. 10

F Well No. 9 and Collection Line

4 New Groundwater Well No. 10

LEGEND

Impact Fee Eligible Project
- Water Line

Ongoing/Recently Completed Improvements
- Pressure Relief Valve
- Water Tank
- Water Line

Existing Water System
- Interconnect
- Elevated
- Ground
- Pump Station
- 8" and Smaller Water Line
- 10" and Larger Water Line
- Road
- Railroad
- Stream
- Lake
- Water Impact Fee Service Area
- Brazos County MUD 1
- Texas A&M University
- City Limit
- ETJ Boundary
- Other City Limit
- County Boundary

FREESE AND NICHOLS

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

The timing of projects shown is subject to change based on development patterns. The utility alignments shown in this figure are for illustration purposes only and do not set the alignments. The alignment of each utility will be determined at the time of the engineering design.

City of Bryan
29th Street

Texas A&M University
Villa Maria

Texas AM University
Maple Street

3.0 MG Park Place
Elevated Storage Tank
Overflow Elev. = 522'

Texas AM University
Olsen Field

City of College Station
HSC Parkway

Texas A & M University

Wellborn
Holleman

Wellborn
Foxfire

Wellborn
Waterford Heights

3.0 MG Rock Prairie
Elevated Storage Tank and PRVs

Wellborn
Rock Prairie

2.0 MG Greens Prairie
Elevated Storage Tank
Overflow Elev. = 522'

Wellborn
Caprock

Brazos County MUD 1

Dowling Road
Pump Station
(3) - 8,000 gpm Pumps
(2) - 6,175 gpm Pumps
(1) - 6,000 gpm Pump
(1) - 5.0 MG Ground Storage Tank
(1) - 3.0 MG Ground Storage Tank
Overflow Elev. = 370'
High Service Pumping Improvements



0 2,750 5,500
SCALE IN FEET

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Wastewater Impact Fees Capital Improvement Plan
Semi-Annual Impact Fee Report: October 2022 - March 2023

Project ID	Description of Project[(1)]	Project Cost	Project Status as of March 2023
A	Royder/Live Oak Sewer Service	$ 1,691,256	Complete
B	Bee Creek Interceptor Phase 1 and 2	$ 8,472,421	Complete
C	Lick Creek Trunk Line	$ 14,020,058	Complete
D	Medical District Trunk Line Phase 1 (Participation Agreement)	$ 1,770,375	Complete
E	Northeast Trunk Line Phase 1 and 2	$ 6,558,738	Complete
F	Southwood Valley Trunk Line Phase 1	$ 1,518,488	Complete
G	18-Inch Harvey Road Gravity Line	$ 188,790	Complete
H	Creek Meadows Lift Station Upsizing and Force Main	$ 212,587	Complete
I	Nagle Street Student Housing Oversize Participation	$ 26,854	Complete
J	Bee Creek Interceptor Phase 3	$ 3,900,000	In Design
K	Medical District Trunk Line Phase 2 and 3	$ 3,250,000	Phase 2: In Design; Phase 3: In Design
L	Northeast Trunk Line Phase 3 and 4	$ 13,861,000	Phase 3: In Design; Phase 4: In Design
M	Carters Creek Diversion Lift Station Phase 1	$ 13,900,000	In Design
N	Lick Creek WWTP Phase 1 Expansion	$ 39,014,049	Under Construction
O	2021 Impact Fee Update	$ 174,150	Complete
1	15/18/24/30/36-inch Southwood Valley Interceptor Phase 2	$ 7,314,800	Programmed
2	18/21/24-Inch Bee Creek Trunk Line Phase 4	$ 5,357,800	Future
3	18/21-Inch Alum Creek Sewer Trunk Line	$ 11,136,600	Programmed
4	8-Inch Creek Meadows Force Main Re-Routed to Alum Creek Trunk Line	$ 2,517,900	Future
5	Lick Creek WWTP Phase 2 Expansion (to 8.0 MGD)	$ 49,946,000	Future
6	21/24-Inch Harvey Road Replacement Gravity Line	$ 4,916,300	Future

[(1)]Oversize participation projects include only the portion of costs paid for by the City.

FIGURE 3-2
CITY OF COLLEGE STATION
WASTEWATER IMPACT FEE UPDATE
CAPITAL IMPROVEMENTS PLAN

LEGEND

Ongoing/Recently Completed Improvements
- Lift Station
- Wastewater Treatment Plant
- Gravity Main
- Force Main

Impact Fee Eligible Improvements
- Gravity Main
- Force Main

Existing Wastewater System
- Lift Station
- Wastewater Treatment Plant
- 8" and Smaller Wastewater Line
- 10" and Larger Wastewater Line
- Force Main
- Road
- Railroad
- Stream
- Lake
- Wastewater Impact Fee Service Area
- Brazos County MUD 1
- Texas A&M University
- City Limit
- ETJ Boundary
- Other City Limit
- County Boundary

FREESE AND NICHOLS

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

The timing of projects shown is subject to change based on development patterns. The utility alignments shown in this figure are for illustration purposes only and do not set the alignments. The alignment of each utility will be determined at the time of the engineering design.

Bryan

Texas A & M University

Hensel Park LS
2.59 MGD Existing Firm Capacity
Decommission Lift Station and 12" Force Main

Private Lift Station

Eastside LS

Diversion Lift Station
New 6 MGD Lift Station

Carters Creek WWTP
Permitted Capacity: 9.5 MGD
Functional Capacity: 7.7 MGD

Valley Park LS

To A&M Wastewater System

Carters Lake WWTP

Fox Fire LS

Luther Street LS

Lift Station 3
Decommission Lift Station
Divert Flow to Lick Creek WWTP

Lift Station 4

Rock Prairie LS
Decommission Lift Station and 6-Inch Force Main

Lift Station 2
Decommission Lift Station and 8" Force Main

Aggie Acres LS

Mission Ranch LS

Lick Creek WWTP
Treatment Capacity: 2.0 MGD
Expansion to 5 MGD
Expansion to 8 MGD

Westminster LS

Castlegate LS

Crooked Creek Path LS

Creek Meadow LS
Expansion to 0.97 MGD
Decommission Existing 6-Inch Force Mains and Re-Route Flows

Indian Lakes LS

Brazos County MUD 1

Southern Pointe LS

GRIMES CO
BRAZOS CO
WASHINGTON CO

0 2,750 5,500
SCALE IN FEET

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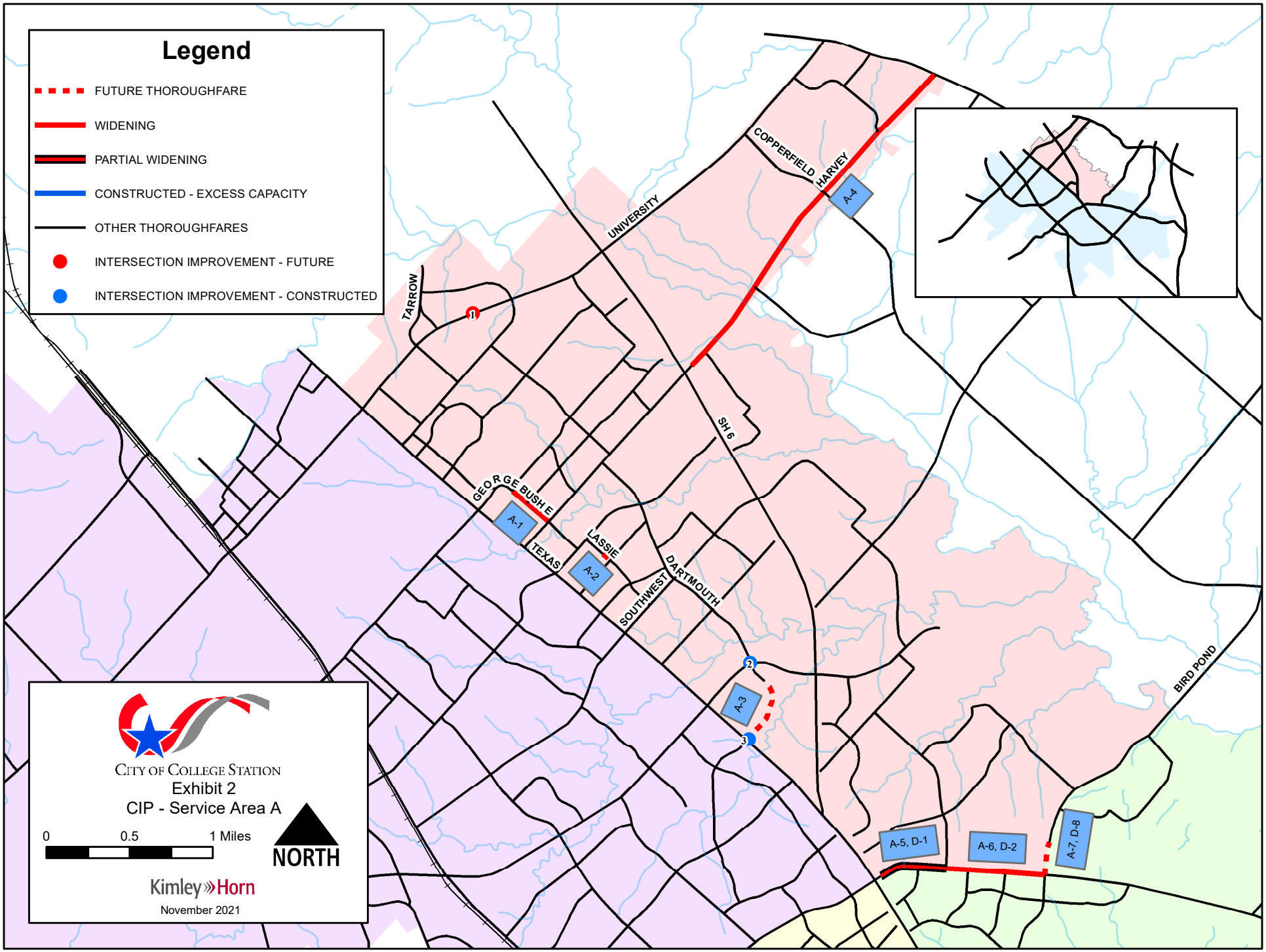
Roadway Impact Fee Capital Improvement Plan
Semi-Annual Impact Fee Report: October 2022 - March 2023

Service Area A

Project ID	Functional Class	Project	Limits		Project Type	Project Cost	Project Status as of March 2023
			From	To			
A-1	4 lane Minor Arterial	George Bush Drive E	Dominik Drive	Harvey Road	Widening	$ 2,409,500	Future
A-2	2 lane Major Collector	Lassie Lane	Sterling Street	Manuel Drive	Future	$ 860,066	Future
A-3	2 lane Major Collector	Dartmouth Street	720' S of Harvey Mitchell Parkway S	Texas Avenue S	Future	$ 2,423,520	Future
A-4	4 lane Major Arterial - TxDOT	Harvey Road	SH 6 Northbound Frontage Road	Boonville Road	Widening	$ 2,509,696	Future
A-5, D-1	4 lane Major Arterial	Rock Prairie Road	SH 6 Northbound Frontage Road	Stonebrook Drive	Partial Widening	$ 2,164,000	In Design
A-6, D-2	4 lane Major Arterial	Rock Prairie Road	Stonebrook Drive	Town Lake Drive	Widening	$ 5,136,000	In Design
A-7, D-8	4 lane Major Arterial	Bird Pond Road	Rock Prairie Road	1,055' E of Rock Prairie Road	Future	$ 1,758,000	Future
Intersections							
1	University Drive E and University Towne Center					$ 400,000	Future
2	Harvey Mitchell Parkway S and Dartmouth Street					$ 301,515	Complete
3	Texas Avenue S and Brothers Boulevard					$ 397,476	Complete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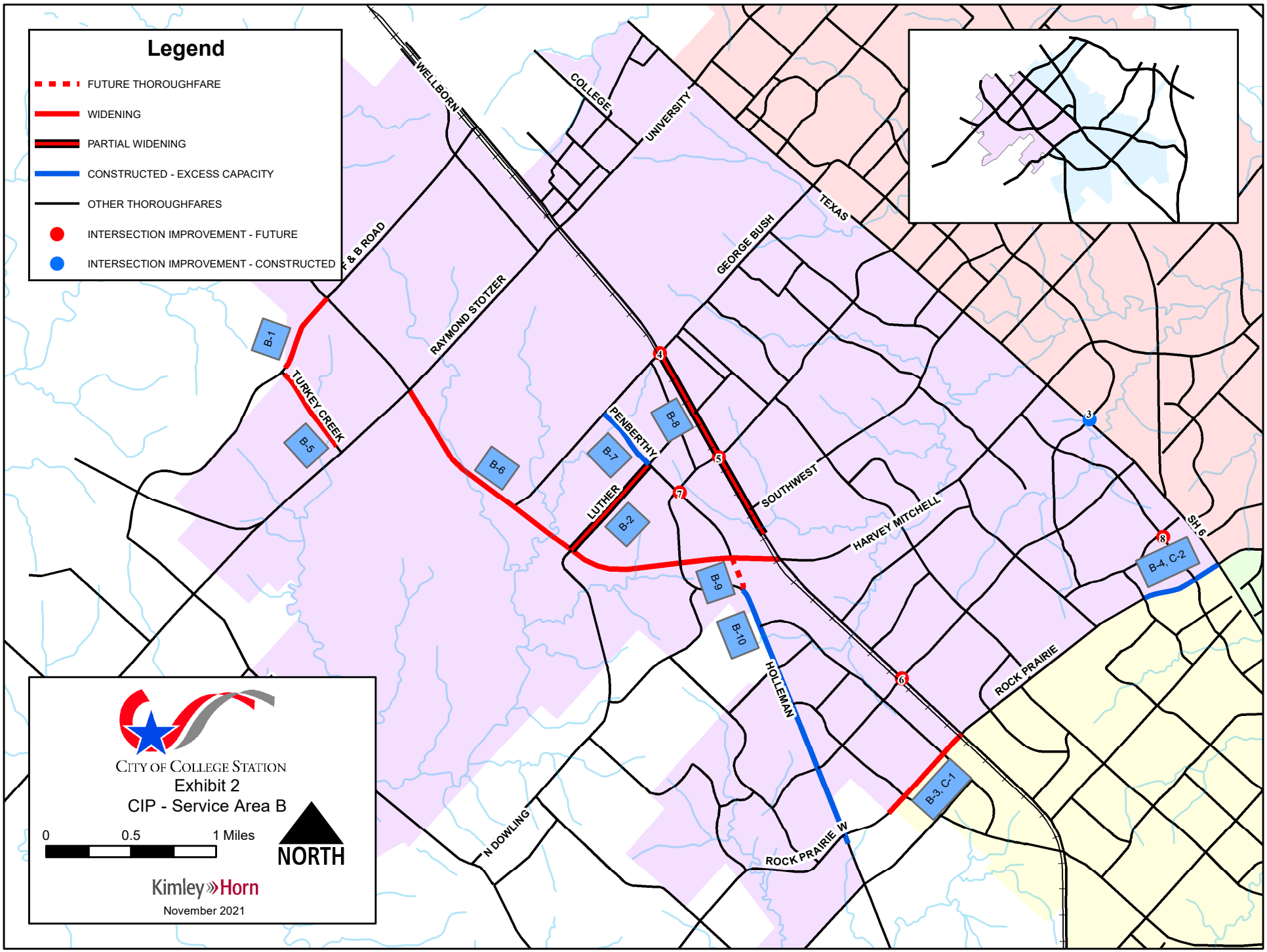
WIDENING
PARTIAL WIDENING
CONSTRUCTED - EXCESS CAPACITY
OTHER THOROUGHFARES
INTERSECTION IMPROVEMENT - FUTURE
INTERSECTION IMPROVEMENT - CONSTRUCTED
TARROW
UNIVERSITY
COPPERFIELD
HARVEY
A-4
SH 6
GEORGE BUSH E
A-1
TEXAS
LASSIE
A-2
SOUTHWEST
DARTMOUTH
A-3
BIRD POND
A-5, D-1
A-6, D-2
A-7, D-8
1
2
3
City of College Station
Exhibit 2
CIP - Service Area A
0
0.5
1 Miles
NORTH
Kimley»Horn
November 2021

Roadway Impact Fee Capital Improvement Plan
Semi-Annual Impact Fee Report: October 2022 - March 2023

Service Area B

Project ID	Functional Class	Project	Limits		Project Type	Project Cost	Project Status as of March 2023
			From	To			
B-1	4 lane Minor Arterial	F & B Road	160' E of Turkey Creek Road	Harvey Mitchell Parkway S	Widening	$ 4,106,520	Future
B-2	4 lane Minor Arterial (1/2)	Luther Street W	Harvey Mitchell Parkway	Jones Butler Road	Partial Widening	$ 2,903,600	Future
B-3, C-1	4 lane Minor Arterial	Rock Prairie Road W	715' W of Towers Parkway	Wellborn Road	Widening	$ 4,659,868	Under Construction
B-4, C-2	6 lane Major Arterial	Rock Prairie Road	Normand Drive	SH 6	Constructed	$ 4,017,530	Complete
B-5	2 lane Major Collector	Turkey Creek Road	2,775' N of Raymond Stotzer Parkway Westbound Frontage Road	Raymond Stotzer Parkway Westbound Frontage Road	Widening	$ 3,278,140	Future
B-6	6 lane Major Arterial - TxDOT	Harvey Mitchell Parkway S	Raymond Stotzer Parkway	Wellborn Road	Widening	$ 1,407,527	Under Construction
B-7	4 lane Minor Arterial	Penberthy Road	George Bush Drive	Luther Street W	Constructed	$ 3,080,683	Complete
B-8	6 lane Major Arterial - TxDOT	Wellborn Road	George Bush Drive	940' N of Harvey Mitchell Parkway S	Partial Widening	$ 1,486,464	Future
B-9	2 lane Major Collector	Jones Butler Road	Harvey Mitchell Parkway S	Holleman Drive S	Future	$ 9,652,780	In Design
B-10	4 lane Minor Arterial	Holleman Drive S	N Dowling Road	290' S of Rock Prairie Road W	Constructed	$ 10,631,067	Complete
Intersections							
3	Texas Avenue S and Brothers Boulevard					$ 397,476	Complete
4	Wellborn Road and George Bush Drive					$ 1,190,232	In Design
5	Welborn Road and Holleman Drive					$ 644,445	Complete
6	Wellborn Road and Deacon Drive					$ 4,532,013	Under Construction
7	Holleman Drive W and Jones Butler Road					$ 572,000	In Design
8	Longmire Drive and Ponderosa Drive					$ 350,000	Future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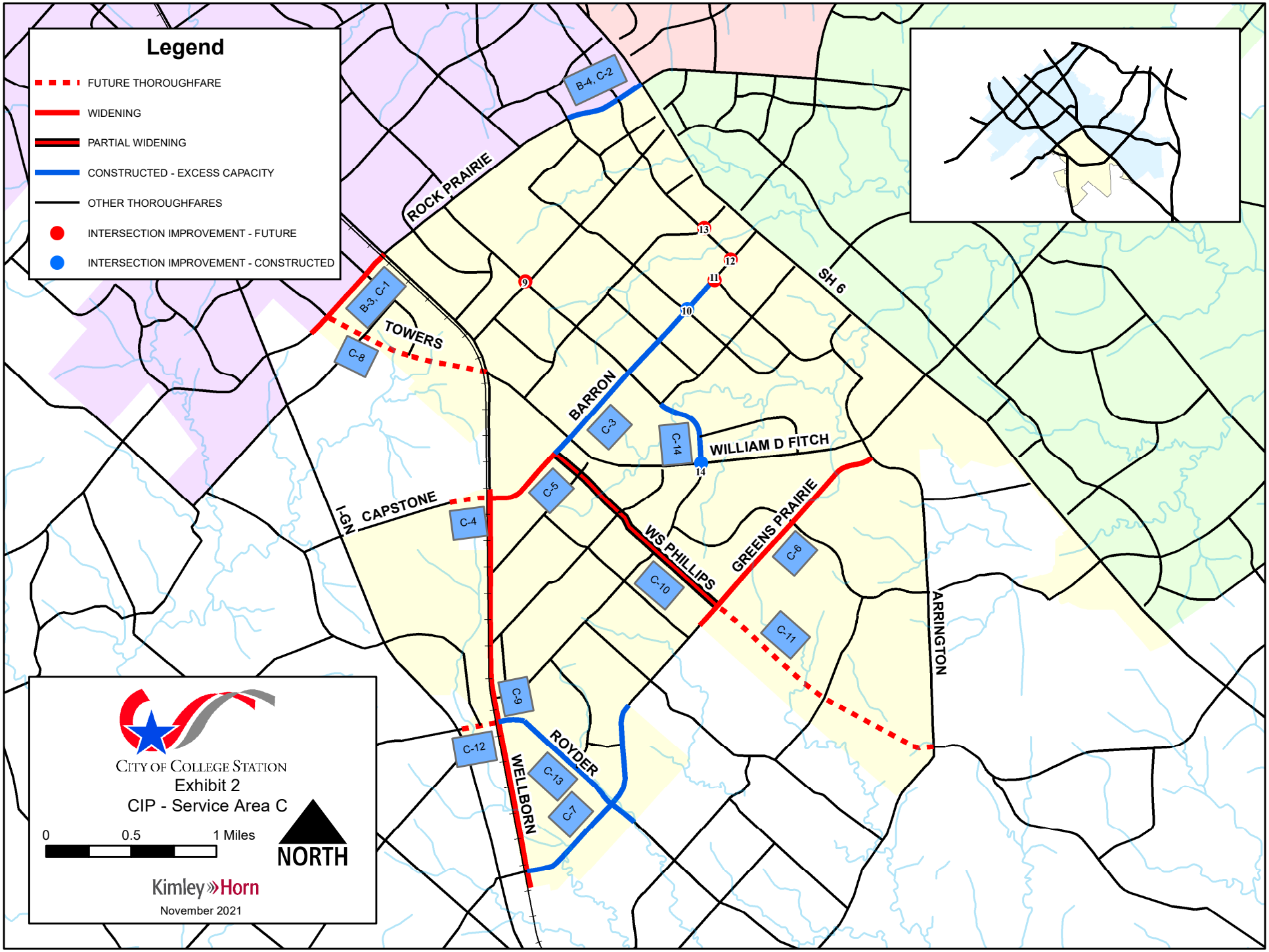
FUTURE THOROUGHFARE
WIDENING
PARTIAL WIDENING
CONSTRUCTED - EXCESS CAPACITY
OTHER THOROUGHFARES
INTERSECTION IMPROVEMENT - FUTURE
INTERSECTION IMPROVEMENT - CONSTRUCTED
WELLBORN
COLLEGE
UNIVERSITY
TEXAS
GEORGE BUSH
F & B ROAD
RAYMOND STOTZER
TURKEY CREEK
PENBERTHY
LUTHER
SOUTHWEST
HARVEY MITCHELL
SH 6
HOLLEMAN
ROCK PRAIRIE
ROCK PRAIRIE W
N DOWLING
B-1
B-2
B-3, C-1
B-4, C-2
B-5
B-6
B-7
B-8
B-9
B-10
3
4
5
6
7
8
CITY OF COLLEGE STATION
Exhibit 2
CIP - Service Area B
0
0.5
1 Miles
NORTH
Kimley»Horn
November 2021

Roadway Impact Fee Capital Improvement Plan
Semi-Annual Impact Fee Report: October 2022 - March 2023

Service Area C

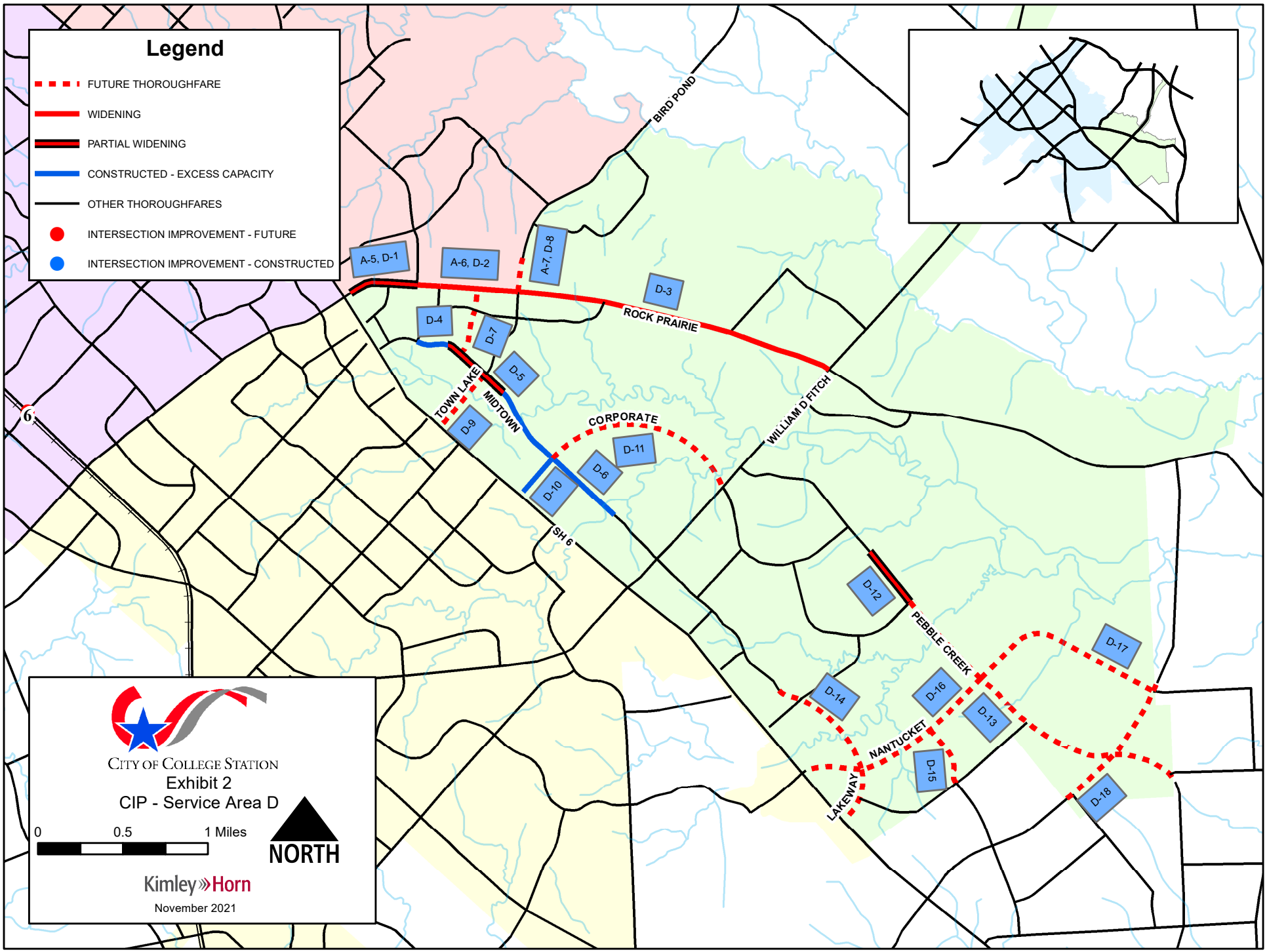
Project ID	Functional Class	Project	Limits		Project Type	Project Cost	Project Status as of March 2023
			From	To			
B-3, C-1	4 lane Minor Arterial	Rock Prairie Road W	715' W of Towers Parkway	Wellborn Road	Widening	$ 4,659,868	Under Construction
B-4, C-2	6 lane Major Arterial	Rock Prairie Road	Normand Drive	SH 6	Constructed	$ 4,017,530	Complete
C-3	4 lane Minor Arterial	Barron Road	WS Phillips Parkway	Decatur Drive	Constructed	$ 5,795,317	Complete
C-4	4 lane Minor Arterial	Capstone Drive	1265' W of Wellborn Road	Wellborn Road	Future	$ 2,765,575	In Design
C-5	4 lane Minor Arterial	Barron Road	Wellborn Road	WS Phillips Parkway	Widening	$ 4,712,977	In Design
C-6	4 lane Minor Arterial	Greens Prairie Road	820' W OF WS Phillips Parkway	Arrington Road	Widening	$ 10,550,324	Under Construction
C-7	4 lane Minor Arterial	Greens Prairie Road	Wellborn Road	1290' E of Creek Meadow Boulevard N	Constructed	$ 8,918,795	Complete
C-8	4 lane Major Arterial	Towers Parkway	Rock Prairie Road W	Wellborn Road	Constructed	$ 10,030,680	Future
C-9	4 lane Major Arterial - TxDOT	Wellborn Road	Capstone Drive	540' S of Greens Prairie Road	Widening	$ 2,407,328	In Design
C-10	4 lane Minor Arterial (1/2)	WS Phillips Parkway	Barron Road	Greens Prairie Road	Partial Widening	$ 5,844,160	Programmed
C-11	4 lane Minor Arterial (50%)	WS Phillips Parkway	Greens Prairie Road	Arrington Road	Future	$ 7,311,480	Future
C-12	4 lane Minor Arterial (50%)	Royder Road Extension	I-GN Road	Wellborn Road	Future	$ 3,360,000	Programmed
C-13	4 lane Minor Arterial	Royder Road	Wellborn Road	885' S of Greens Prairie Road	Constructed	$ 7,690,299	Complete
C-14	2 lane Major Collector	Victoria Avenue	Southern Plantation Drive	William D. Fitch Parkway	Constructed	$ 1,973,927	Complete
Intersections							
9		Graham Road and Victoria Avenue				$ 350,000	Future
10		Barron Road and Alexandria Avenue				$ 320,994	Complete
11		Barron Road and Decatur Drive				$ 350,000	Future
12		Barron Road and Longmire Drive				$ 350,000	Future
13		Longimre Drive and Eagle Avenue				$ 350,000	Future
14		William D. Fitch Parkway and Victoria Avenue				$ 816,249	Complete


Legend
FUTURE THOROUGHFARE
WIDENING
PARTIAL WIDENING
CONSTRUCTED - EXCESS CAPACITY
OTHER THOROUGHFARES
INTERSECTION IMPROVEMENT - FUTURE
INTERSECTION IMPROVEMENT - CONSTRUCTED
B-4, C-2
ROCK PRAIRIE
B-3, C-1
C-8
TOWERS
SH 6
BARRON
C-3
C-14
WILLIAM D FITCH
C-5
C-4
CAPSTONE
WS PHILLIPS
GREENS PRAIRIE
C-6
C-10
C-11
ARRINGTON
C-9
C-12
WELLBORN
ROYDER
C-13
C-7
9
10
11
12
13
14
CITY OF COLLEGE STATION
Exhibit 2
CIP - Service Area C
0
0.5
1 Miles
NORTH
Kimley»Horn
November 2021

Roadway Impact Fee Capital Improvement Plan
Semi-Annual Impact Fee Report: October 2022 - March 2023

Service Area D

Project ID	Functional Class	Project	Limits		Project Type	Project Cost	Project Status as of March 2023
			From	To			
A-5, D-1	4 lane Major Arterial (1/2)	Rock Prairie Road	SH 6 Northbound Frontage Road	Stonebrook Drive	Partial Widening	$ 2,164,000	In Design
A-6, D-2	4 lane Major Arterial	Rock Prairie Road	Stonebrook Drive	Town Lake Drive	Widening	$ 5,136,000	In Design
D-3	4 lane Major Arterial	Rock Prairie Road	Town Lake Drive	William D. Fitch Parkway	Widening	$ 17,245,000	Programmed
D-4	4 lane Minor Arterial	Midtown Drive	Medical Avenue	990' E of Medical Avenue	Constructed	$ 1,028,820	Complete
D-5	4 lane Minor Arterial (1/2)	Midtown Drive	990' E of Medical Avenue	800' S of Town Lake Drive	Partial Widening	$ 4,535,000	Future
D-6	2 lane Major Collector	Midtown Drive	800' S of Town Lake Drive	2605' S of Corporate Parkway	Constructed	$ 5,374,808	Complete
D-7	2 lane Major Collector	Durham Drive	Midtown Drive	Rock Prairie Road	Future	$ 981,960	Future
A-7, D-8	4 lane Major Arterial	Bird Pond Road	Rock Prairie Road	1055' E of Rock Prairie Road	Future	$ 1,758,000	Future
D-9	4 lane Minor Arterial (50%)	Town Lake Drive	SH 6 Northbound Frontage Road	Midtown Drive	Future	$ 1,753,000	Partial
D-10	2 lane Major Collector	Corporate Parkway	SH 6 Northbound Frontage Road	Midtown Drive	Constructed	$ 1,436,192	Complete
D-11	2 lane Major Collector	Corporate Parkway	Midtown Drive	William D. Fitch Parkway	Future	$ 9,894,000	Future
D-12	4 lane Minor Arterial (1/2)	Pebble Creek Parkway	Royal Adelade Drive	St Andrews Drive	Partial Widening	$ 2,137,000	Future
D-13	4 lane Minor Arterial (50%)	Pebble Creek Parkway	St Andrews Drive	275' S of Lone Star Lane	Future	$ 9,181,000	Future
D-14	2 lane Major Collector	Lakeway Drive	1645' S of Gateway Boulevard	SH 6 Northbound Frontage Road	Future	$ 2,635,080	Future
D-15	2 lane Major Collector	Mather Parkway	Nantucket Drive	1920' S of Nantucket Drive	Future	$ 882,000	Future
D-16	4 lane Minor Arterial (50%)	Nantucket Drive	SH 6 Northbound Frontage Road	Pebble Creek Parkway	Future	$ 5,877,000	Future
D-17	2 lane Major Collector	Nantucket Drive	Pebble Creek Parkway	Southern Pointe Parkway	Future	$ 3,083,220	Future
D-18	4 lane Minor Arterial (50%)	Southern Pointe Parkway	205' W of Pipeline Road	280' E of Nantucket Drive	Future	$ 3,902,000	Future


Legend
FUTURE THOROUGHFARE
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A-5, D-1
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TOWN LAKE
MIDTOWN
CORPORATE
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6
CITY OF COLLEGE STATION
Exhibit 2
CIP - Service Area D
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NORTH
Kimley»Horn
November 2021

May 15, 2023
Item No. 7.7.
Council Meeting Procedures

Sponsor: Adam Falco, City Attorney, Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the City Council's meeting procedures.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Staff recommends approval of the updated meeting procedures.

Summary: The current procedures were last revised by the City Council in 2022. Suggested language from the City Attorney and City Secretary has been added for the Council’s consideration. The proposed changes provide more clarification during the council meetings, online participation, and speaker protocol for citizen participation.

Budget & Financial Summary: N/A

Attachments:
1. Council Meeting Procedures 2023



COUNCIL MEETING PROCEDURES

Upon adoption of this policy by the City Council, the following rules and order of business will be adhered to. Such action is in accordance with Section 33 of the Charter of the City of College Station, which states that the Council shall determine its own rules and order of business.

MEETINGS

Regular scheduled meetings will be held on the second and fourth Thursday of each month. Such meeting will be held at City Hall in the Council Chambers commencing no earlier than 6:00 p.m. unless there are Public Hearing which must start no earlier than 6:00 pm. This time is subject to change at the discretion of the City Council. Special meetings shall be called upon request of the Mayor or a majority of the members of the City Council as prescribed by the City Charter Section 31. Periodic retreat sessions will also be scheduled to provide City Council time to discuss short term and long-term goals. The general public may address the City Council regarding any items on the agenda other than those items posted for Executive Session. Should the City Manager identify a need for a special meeting, they shall consult with the Mayor to schedule said meeting. All meetings shall be subject to the provisions of the Texas Open Meetings Act, Government Code, Ch. 551, Open Meetings, as amended.

Most meetings of the City Council are held in person with teleconference participation.

Executive sessions are an exception to the general rule that all meetings are open to the public. The Council may meet in Executive session at any regular or special meeting. Special executive sessions may also be called by the Mayor and the City Manager. The Open Meetings Act allows closed meetings in a few specific instances where privacy serves the public interest - i.e. to discuss real estate, economic development, competitive, and personnel matters. The Council must keep a record of the meeting and it shall be certified by the Mayor to assure that all matters discussed in executive session were properly recorded under certified agendas. The executive session should recess or conclude at a time convenient for the council to prepare for regular meeting.

These procedures shall apply to all meetings of the City Council. The Mayor shall be the presiding officer at all meetings of the City Council and have a voice in all of its proceedings. Council members shall speak only upon being recognized by the presiding officer whose recognition shall not be unreasonably withheld. In the event of the absence of the Mayor and Mayor Pro Tem, the Mayor shall designate the presiding officer. In the event the Mayor has failed to designate the presiding officer, the Council member with the most seniority shall serve as presiding officer. In the event of equal seniority, the Council member with the lowest numbered place shall preside.

Councilmembers may videoconference into a meeting but there is a policy that "no more than three members of the City Council may participate in this meeting from a remote location via videoconference call as allowed by Section 551.127, Texas Government Code." A quorum of the City Council will be present during this meeting in the Council Chambers of the City of College Station, 1101 Texas Avenue, College Station, where citizens may attend the open session of this meeting as outlined in order to view the member(s) participating by videoconference call, as well as on the city's video stream (www.cstx.gov) and/or broadcast over Channel 19.

AGENDA

Agendas are prepared and posted for every meeting of the governmental body. The agenda provides for Council members to submit future agenda items. Notice on the agenda shall read as follows: A Councilmember may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting. Any Council member may request the presiding official to place an item on a future agenda for discussion, with the consensus of the council. The City Manager will assign the item to a future agenda.

An agenda planning calendar with all requested items shall be provided to the Council by the City Manager's office.

The Mayor, working in conjunction with the City Manager, will exercise the best judgment in determining what other items of business should come before the Council**.** Any member of the city staff wishing to have an item placed on the agenda shall submit that item to the City Manager's office for approval.

The City Secretary's office will email the agenda packet for all Council Meetings on the Friday preceding the week of regularly scheduled meetings. This should afford time for all Council members to inquire into the nature of

each matter to be discussed or to personally investigate the matter to be better informed before a Council meeting. The City Manager's office emails the Council the Monday before the meeting requesting Council to send any questions on items from that week's meeting agenda, directly from the email sent with this information or to agendaquestions@cstx.gov by 2 p.m. Tuesday before the meeting. The City Manager's office refers council's questions to the appropriate department and respond with a full Q&A to Council on the day before the meeting, as well as making the Q&A available on the city's website.

The Public Communications Department assumes the responsibility for providing access on the city's website of the agendas for the local media.

The City Secretary's office assumes the responsibility for compliance with the Open Meetings Act with regards to the posting and availability of agendas.

These procedures shall apply to all meetings of the City Council.

PARLIAMENTARY PROCEDURE

In all Council meetings, Robert's Rules of Order **Newly Revised 12th Edition (2020)** will be followed. The following are commonly used procedures:

1. MAIN MOTION: A formal proposal that certain action be taken.

Step 1. Addressing the Chair. (Begin the discussion by having a member make the motion. Motion should be made and seconded. After this, debate can be conducted. (Ex: "Mayor, I move the following…").

SECOND REQUIRED	Yes
DEBATABLE	Yes
AMENDABLE	Yes
VOTE REQUIRED	Majority

Step 2. Assigning the floor (Mayor recognizes the member)
Step 3. Making the motion.
Step 4. Seconding the motion.
Step 5. Stating the motion. (Mayor states the motion)
Step 6. Debating the question. (Mayor allows debate, with maker of motion speaking first in debate).
Step 7. Putting the question. (Mayor takes the vote after debate is complete)
Step 8. Announcing the result of vote. (Mayor announces the vote, members for and against).

2. **TO TAKE FROM THE TABLE.** To enable an assembly to take up and consider a motion that was postponed temporarily during the same meeting. Maybe used at a future meeting if the item that was tabled was posted.
   SECOND REQUIRED Yes
   DEBATABLE No
   AMENDABLE No
   VOTE REQUIRED Majority

3. **AMENDING A MOTION.** Any motion may be amended as follows: "Mayor, I move that we amend the motion by (adding, striking out, etc. the words…)." The amendment must be seconded and then it can be discussed. When discussion ends, the amendment is voted on first. If the amendment passes, the original motion is then put to a vote as amended. If the amendment fails, the original motion is put to a vote.
   SECOND REQUIRED Yes
   DEBATABLE Yes
   AMENDABLE Yes
   VOTE REQUIRED Majority

4. **TO OFFER A SUBSTITUTE AMENDMENT.** Another way to change an original motion is by use of the Substitute Motion. A substitute motion is just an amendment that changes an entire sentence or paragraph. It must be seconded and then discussed. It may be amended and differs only from an amendment in that if the substitute motion passes it does away with the original motion.
   SECOND REQUIRED Yes
   DEBATABLE Yes
   AMENDABLE Yes
   VOTE REQUIRED Majority

5. **LAY A MOTION ON THE TABLE.** Sometimes a board or committee may wish to defer action on a motion. One way to accomplish this is to lay a motion on the table. It is in order to move that a main motion be laid on the table when discussion on the main motion has or is about to end. A tabled motion can be brought from the table during the same meeting but is usually done so at a later meeting when unfinished business is being considered.
   SECOND REQUIRED Yes
   DEBATABLE No
   AMENDABLE No
   VOTE REQUIRED Majority

6. **MOTION TO CLOSE DEBATE (call for question).** To prevent or stop discussion on the pending question, and to bring the pending question or questions to an immediate vote.
   SECOND REQUIRED Yes
   DEBATABLE No
   AMENDABLE No
   VOTE REQUIRED 2/3 (5 of 7 members present)

7. **POINT OF ORDER.** Anytime a member feels an incorrect procedure is being used, he can interrupt with a point of order request that requires the mayor to decide what the correct procedure is. Can have no motion applied to it except the motion to withdraw.
   SECOND REQUIRED No
   DEBATABLE No
   AMENDABLE No
   VOTE REQUIRED Mayor must concede or deny.

RIGHTS IN DEBATE

Robert's Rules of Order says that debate is the discussion regarding a motion that occurs after the presiding officer has restated the motion and before putting it to a vote.

When a pending question is presented for consideration to the Council, the presiding officer shall recognize the member who made the motion to speak first and the member who seconded the motion to speak second. When two or more members wish to speak, the presiding officer shall name the member who is to speak first. No member of the Council shall interrupt another while speaking except to make a point of order or to make a point of personal privilege. No member shall speak more than five minutes on any amendment to the question except as further provided in this rule.

No member shall speak more than the time limit provided herein on any subject or amendment, and such member may use his or her time in any combination, in separate speech or comments totaling the number of minutes permitted. The Mayor shall not be obligated to recognize any Council member for a second comment on the subject or amendment until every Council member wishing to speak has been allowed a first comment.

Council members shall also have the right to yield a portion of time to another member.

Any member deciding to speak more than five minutes on any question or more than five minutes on any amendment to the question shall be accorded

the privilege without objection upon motion supported by two-thirds of the Council.

No Council member shall be permitted to indulge in personalities, use language personally offensive, arraign motives of members, charge deliberate misrepresentation, or use language tending to hold a member of the City Council up to contempt.

If a member is speaking or otherwise transgressing the rules of the council, the presiding officer shall or any Council member may call him or her to order in which case he or she shall immediately be quiet unless permitted to explain. The Council shall, if appealed to, decide the case without debate. If the decision is in favor of the member call to order, he or she shall be at liberty to proceed, but not otherwise.

CONFLICT OF INTEREST

Each Council member should be aware of the conflict-of-interest regulations, including Charter provisions and state statutes.

When a Council member has a conflict of interest with an agenda item, he or she should submit the required affidavit prior to the beginning of the meeting at which the agenda item is scheduled. Upon introduction of the agenda item, the Council member with the conflict of interest should announce that he or she has a conflict of interest and will not participate in discussion or consideration of the agenda item. It is not necessary that the council member leave the meeting room.

CITIZEN PARTICIPATION

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. Each agenda provides a virtual link for citizens to attend that may not attend in person.

The City Council welcomes written and oral comments from the public at city Council meetings. If an individual who wishes to address the City Council regarding any item on the agenda other than those items posted for Executive Session must register with the City Secretary two (2) hours prior to the meeting being called to order. Individuals shall register to speak or provide written comments at https://forms.cstx.gov/Forms/CSCouncil or provide a name and phone number by calling the City Secretary’s office. 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, food, or any other object other than papers or electronic devices to the lectern, nor advance past the lectern unless you are invited to do so. The public attending any called meeting in-person or online that did not sign up to speak by the deadline, may speak at the discretion of the Mayor and will be invited to sign a guest register. The City Secretary as a matter of record will add their names to the minutes of said meeting.

Speaking for up to Three Minutes. Each speaker's remarks are limited to three (3) minutes. Any speaker addressing the Council through the use of a translator may speak for six (6) minutes. An individual speaking for up to three (3) minutes may attend the meeting virtually or in person. At the three (3) minute mark the City Secretary will announce that the speaker must conclude their remarks.

Speaking for up to Ten Minutes. An individual may speak in person at the meeting for ten (10) minutes on behalf of a group of five (5) or more. The five (5) or more individuals must sign the registration form with the City Secretary before the meeting, must be present in person at the meeting when the speaker is introduced and speaking, and may not speak individually. Only two persons from the group may live in the same household. The person speaking on behalf of a group and the group cannot attend the meeting virtually for purposes of speaking or having a person speak on their behalf. At the ten (10) minute mark the City Secretary will announce that the speaker must conclude their remarks.

A speaker who wishes to include computer-based information while addressing the Council must provide the electronic file to the City Secretary by noon on the day of the Council meeting.

If an individual does not wish to address the City Council, but still wishes to be recorded in the official minutes as being in support or opposition to an agenda item, the individual may complete the registration form provided online at https://forms.cstx.gov/Forms/CSCouncil. These comments will be referred to the City Council and City Manager.

When a large number of participants have indicated an interest in addressing the Council on a zoning case or another regular agenda item, the Mayor or Mayor Pro Tem may set a maximum time limit for the proponents and opponents and a time limit for rebuttal, if necessary.

The following rules will be enforced by the Mayor during any called meeting of the City Council.

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.

WORKSHOP AGENDA ITEMS

Generally, workshop meetings are held for the Council to discuss strategic policies. Citizens may have public input if a citizens comments form is submitted or at the discretion of the Mayor.

APPROVED BY THE CITY COUNCIL, 7/25/66
REVISED BY THE CITY MANAGER'S OFFICE, 4/3/80
REVISED BY CITY COUNCIL 6/11/81
REVISED BY THE CITY MANAGER'S OFFICE, 2/86
REVISED BY THE CITY COUNCIL, 11/10/88
REVISED BY THE CITY COUNCIL, 2/7/90
REVISED BY THE CITY COUNCIL, 5/23/96
REVISED BY THE CITY COUNCIL, 8/13/98
REVISED BY THE CITY COUNCIL, 6/24/99
REVISED BY THE CITY COUNCIL, 7/12/01
REVISED BY THE CITY COUNCIL, 6/13/02
REVISED BY THE CITY COUNCIL, 4/8/04
REVISED BY THE CITY COUNCIL, 7/28/2005
REVISED BY THE CITY COUNCIL, 12/13/2008
REVISED BY THE CITY SECRETARY AND LEGAL PER CITY COUNCIL, 6/9/2022
REVISED BY THE CITY COUNCIL 5/15/2023

_____
Mayor

_____
City Attorney

_____
City Secretary

May 15, 2023
Item No. 8.1.
Water Services Updates

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding recent action by the Brazos Valley Groundwater Conservation District, and the City's water and wastewater system rehabilitation program.

Relationship to Strategic Goals:
1) Core Services and Infrastructure
2) Financially Sustainable City

Recommendation(s): Staff recommends Council receive information regarding recent action by the Brazos Valley Groundwater Conservation District, and the City's water and wastewater system rehabilitation program.

Summary: The General Manager of the Brazos Valley Groundwater Conservation District will provide an update on recent well permits granted to export groundwater from the Brazos Valley.

Water services staff will provide an update on the City's past, ongoing, and planned system rehabilitation capital improvement projects, as well as the process for prioritizing rehabilitation work.

Budget & Financial Summary: N/A

Attachments:
None

May 15, 2023
Item No. 8.2.
Tourism Program Update

Sponsor: Jeremiah Cook

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a Tourism program update.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommend that Council receive the presentation and provide direction as desired.

Summary: Tourism staff will provide an overview of highlights from 2022 and strategic focus areas for 2023. Staff will discuss leisure travel attraction as well as Meetings/Convention and Sports Tournament recruitment.

Budget & Financial Summary: N/A

Attachments:
None

May 15, 2023
Item No. 8.3.
Wellborn District Plan Update

Sponsor: Naomi Sing

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Presentation, discussion, and possible action on the Wellborn District Plan Update.

Relationship to Strategic Goals:

- Good Governance
- Core Services & Infrastructure
- Neighborhood Integrity
- Improving Mobility

Recommendation(s): To receive the presentation and provide direction to staff.

This item was presented to the Planning & Zoning Commission on April 20, 2023.

Summary: Staff will provide an update on the Wellborn District Plan Update, an important priority project from the FY23 PDS Plan of Work that is underway. The current Wellborn Community Plan, which was adopted in 2013, will reach the end of its planning horizon this year. Currently through Phase 2 of the plan update, staff have engaged a wide audience of community members through two working group meetings, three area-wide meetings, and a virtual area-wide meeting, as well as launching a virtual engagement website to gather additional feedback. Participants have the opportunity to submit feedback on maps to provide location-specific ideas and also comments on the plan's proposed goal language. Additionally, staff is directly engaging with residents, property owners, and representatives from the Texas Department of Transportation on future projects in the planning area. Staff continues to coordinate internally to ensure the plan’s development meets the needs of all departments and maintains the City’s excellent services.

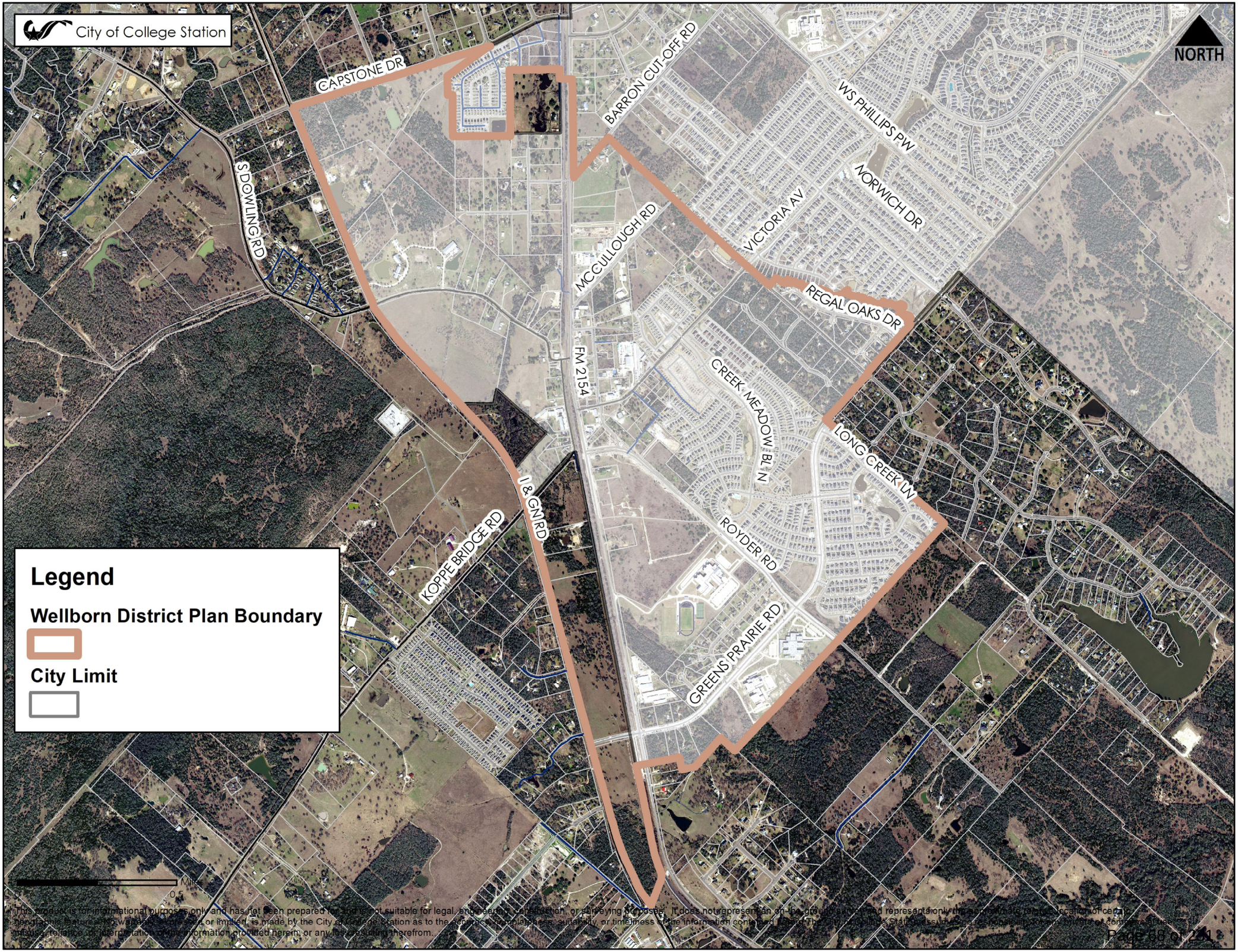
Staff is seeking the Council's direction to finalize the goal language and planning boundary in advance of plan writing.

The two goals for the plan include:

- Goal #1 - Community Character - Preserve the core rural character of Wellborn with small-scale growth that enhances the uniqueness and history of the area.
- Goal #2 - Mobility - Promote a safe, efficient, and connected mobility system that encourages transportation options while recognizing the lower density of the district.

Budget & Financial Summary: N/A

Attachments:
1. Proposed Wellborn District Plan Update Boundary


City of College Station
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CAPSTONE DR
BARRON CUT-OFF RD
WS PHILLIPS PW
NORWICH DR
VICTORIA AV
S DOWLING RD
MCCULLOUGH RD
REGAL OAKS DR
FM 2154
CREEK MEADOW BL N
LONG CREEK LN
I & GN RD
KOPPE BRIDGE RD
ROYDER RD
GREENS PRAIRIE RD
Legend
Wellborn District Plan Boundary
City Limit
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May 15, 2023
Item No. 8.4.
Collection Rates for Impact Fees

Sponsor: Carol Cotter

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on the collection rates for impact fees.

Relationship to Strategic Goals:

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

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

Summary: System-wide impact fees were initially adopted in 2016 for water, wastewater, and roadways. The statutory 5-year update was completed in November of 2021. As with the initial adoption, the maximum assessable impact fee was calculated based on the land use assumptions (10-year growth projections) and capital improvement plans included in the study. The City Council adopted the maximum assessable rates, and increased collection rates by 10% for residential uses. There were no changes in collection rates for non-residential uses.

At the end of last year, the City Council expressed an interest in revisiting the collection rates. To facilitate the discussion, the existing impact fee collection rates are provided along with maximum assessable rates. Benchmark comparisons and projected revenues based on these rates are also provided.

Budget & Financial Summary: Adjustments to the collection rate will affect impact fee revenues.

Attachments:
1. Impact Fee Collection Rate Supporting Information
2. Impact Fee Amounts for Sample Land Uses
3. Roadway Impact Fee Service Area Map
4. Generalized Map of Unplatted Property

Impact Fee Collection Rate Supporting Information

Impact fee rates are a calculation of cost per service unit. Water and wastewater service units are defined as living unit equivalents (LUEs), representing a typical connection for one single-family residence (based on a 5/8" water meter). There is a conversion factor for larger water meters that determines their number of LUE equivalents. For roadways, the service unit is vehicle-miles which is a measurement of the number of trips a site generates and its trip length. Trip generation and trip length vary for each of the 66 different types of land uses. The maximum assessable impact fees per service unit from the 2021 study and the associated collection rates are as follows:

Maximum Assessable Impact Fees & Collection Rates

Impact Fee Type	2021 Max Fee Per Service Unit	Collection Rate Per Service Unit Res / Non-Res
Water	$3,877	$550 / $500
Wastewater	$5,572	$3,330 / $3,000
Roadway Service Area A	$499	$438.83 / $80
Roadway Service Area B	$1,261	$438.83 / $80
Roadway Service Area C	$2,127	$438.83 / $80
Roadway Service Area D	$3,452	$438.83 / $80

Water and Wastewater Collection Rate

As noted previously, water and wastewater impact fees depend upon the size of the water meter installed. Larger water meters have greater capacity so have a conversion factor to assess the number of LUEs. The tables below compare the max impact fees calculated for water and wastewater in relation to the existing collection rate. The adopted collection rate for water generally represents a 14% collection rate ($550 / $3,877). The adopted collection rate for wastewater represents a 59% collection rate ($3,300 / $5,572) for 5/8" meters and 30% for larger meters.

Residential Water Impact Fee Collection and Maximum Rates

Meter Size	Equiv. LUE	Existing Collection Rate	Maximum Rate
5/8"	1	**$550**	$3,877
1"	3.3	**$935**	$12,923
1.5"	10.7	**$5,855**	$41,354
2"	10.7	**$5,855**	$41,354
3"	26.7	**$14,685**	$103,386
4"	53.3	**$29,315**	$206,773
6"	106.7	**$58,685**	$413,546
8"	180	**$99,000**	$697,860
10"	266.7	**$146,685**	$1,033,866

*Red numbers reduced an additional 50% per City Council adoption

**Commercial rates are 10% lower

Residential Wastewater Impact Fee Collection and Maximum Rates

Meter Size	Equiv. LUE	Existing Collection Rate	Maximum Rate
5/8"	1	**$3,300**	$5,572
1"	3.3	**$5,610**	$18,573
1.5"	10.7	**$17,655**	$59,434
2"	10.7	**$17,655**	$59,434
3"	26.7	**$44,055**	$148,586
4"	53.3	**$87,945**	$297,173
6"	106.7	**$176,055**	$594,346
8"	180	**$297,000**	$1,002,960
10"	266.7	**$440,055**	$1,485,866

*Red numbers reduced an additional 50% per City Council adoption

**Commercial rates are 10% lower

Roadway Collection Rate

The service unit is vehicle-miles, which is a measurement of the number of trips a site generates and its trip length. Trip generation and trip length vary for each of the 66 different types of land uses. The current collection rate is a flat rate across the four service areas (see attached Roadway Impact Fee Service Area Map). When roadway impact fees were revised and adopted 2021, the existing flat collection rate for residential land uses was increased by 10% to $438.83 per vehicle mile (equates to $1,650 for a single-family home). The collection rate for non-residential land uses remained $80 per vehicle mile. Averaging the four Service Areas together, $438.83 per vehicle mile represents a 39% collection rate for residential uses and $80 per vehicle mile is a collection rate of less than 4% for non-residential uses. When comparing to the max fee of each Service Area, $438.83 per vehicle mile represents a collection rate range from 13% to 88% for residential and $80 per vehicle mile represents a collection rate range from 2% to 16% for non-residential.

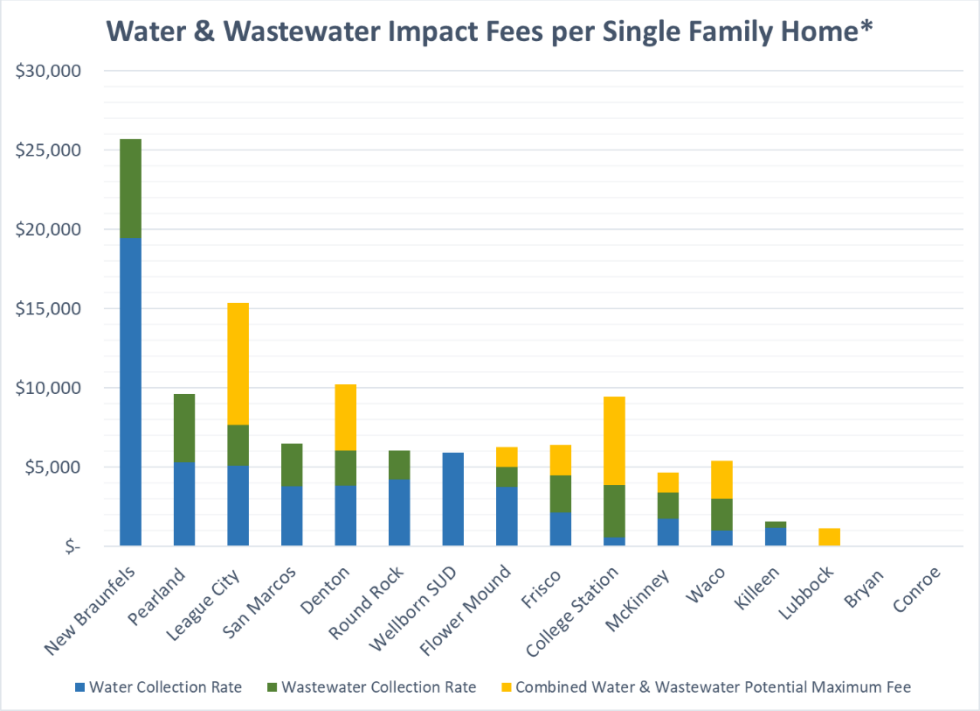
Having a flat collection fee across all Service Areas allows a proposed land use to pay the same fee regardless of where it is located within the city. Revising the collection rate to a percentage of the max rate for each Service Area requires a development to pay its equitable share of the infrastructure needs based on the Service Area in which it is located. A percentage of the max fee method also allows developments to pay a lower impact fee if the Service Area in which it is located has a lower max fee due to a smaller amount of infrastructure needed to accommodate the forecasted growth in that area.

Roadway Impact Fee Collection and Maximum Rates

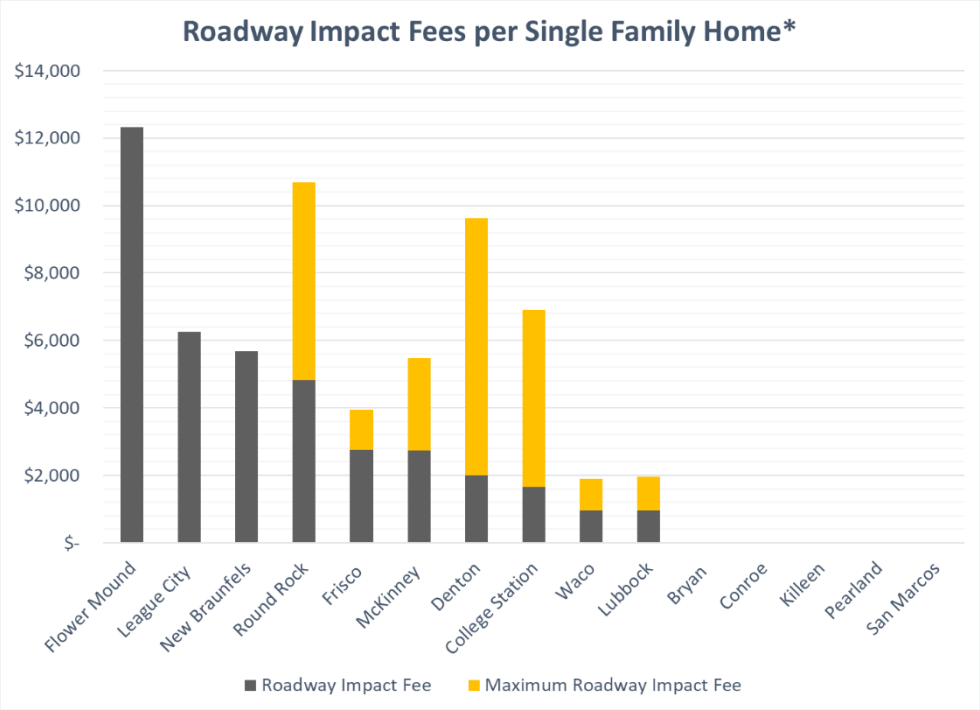
Service Area	Existing Collection Rate (residential / non-residential)	Maximum Rate
A	$438.83 / $80	$499
B	$438.83 / $80	$1,261
C	$438.83 / $80	$2,127
D	$438.83 / $80	$3,452

Benchmarks

Cities in Texas have adopted impact fees to various degrees. Some have adopted utility related impact fees and others have adopted roadway impact fees. The charts provided below compare the adopted collection rate of various cities and depict the maximum impact fee amount that was calculated, if it exceeds the amount that was adopted.



* Fee based on typical connection for single family home (5/8" meter)



* Amounts represent average of Service Areas.

Implementation Alternatives

Timing/Phasing

As done with the adoption of system-wide impact fees in 2016, there is the potential to phase in adjustments to the collection rate over a period of time. Or, in implementing a change in the collection rate, it is possible to place an implementation waiting period of several months from adoption (i.e. 6 months, 1 year, etc.) or provide a date specific implementation (i.e. October 1, 2023, January 1, 2024, etc.). The adoption of current collection rates related to the 5-year update in 2021 set an effective date of March 1, 2022. No phase in was implemented. Note that state law does not require a phased or delayed schedule.

Grandfathering

With the initial adoption of system-wide impact fees, there was not a grandfathering provision though state law required an initial one-year waiting period on platted property before impact fees could be assessed. There is the potential to grandfather projects such as an approved and active preliminary plan and or final plat filed, though implementation of any grandfathering provisions will affect the amount of impact fees that can be collected and be more time intensive and more difficult to track, especially with the inclusion of preliminary plans. Consideration was given to grandfathering with the 5-year update, but it was not implemented. A generalized map of unplatted property has been attached for reference (orange areas are not platted). Note that state law does not require grandfathering provisions other than a limit on increasing the maximum assessable rate, which occurs at the final plat.

Impact Fee Revenue Projections

The impact fee revenues that are projected vary based on the collection rate that is adopted. Phasing in a change to the collection rate or grandfathering properties affect the revenues projected over the 10-year study horizon (2021-2031). The table below provides 10-year revenue projections for the existing collection rate, as well as what the revenues would be if the rate was set to the maximum.

10-Year Impact Fee Projections with No Grandfathering (millions)*

Impact Fee Type	Existing Collection Rate	Maximum Rate
Water	$4.5M	$49.4M
Wastewater	$24.2M	$62.2M
Roadway Service Area A	$3.1M	$7.8M
Roadway Service Area B	$2.9M	$16.7M
Roadway Service Area C	$3.5M	$21.3M
Roadway Service Area D	$2.7M	$46.6M
Roadway Total	$12.2M	$92.4M

*One-year phase-in and maximum rate for remaining years in period.

Impact Fee Projections with Grandfathering (millions)*

Impact Fee Type	Existing Collection Rate	Maximum Rate
Water	$4.5M	$12.0M
Wastewater	$24.2M	$33.7M
Roadway Service Area A	$3.1M	$4.6M
Roadway Service Area B	$2.9M	$7.2M
Roadway Service Area C	$3.5M	$9.0M
Roadway Service Area D	$2.7M	$16.4M
Roadway Total	$12.2M	$37.2M

*One-year phase-in. Platted properties grandfathered to existing rates and unplatted properties pay maximum rate (assume 75% platted, 25% not platted)

Impact Fee Amounts for Sample Land Uses

Comparison of water impact fees between the existing collection rate and various alternatives.

Sample Potential Fees Water				
Land Use Example	**Typical Domestic Meter Size**	**Typical Irrigation Meter Size**	**Existing Collection Rate**	**Maximum Rate**
Single Family Home	**5/8"**	**-**	$550	$3,877
50-unit Apartment Complex	**3"**	**1"**	$15,620	$116,309
80,000 sq ft Home Improvement Store	**2"**	**1.5"**	$10,700	$82,708
80,000 sq ft Shopping Center	**3"**	**1.5"**	$18,700	$144,740
80,000 sq ft Supermarket	**3"**	**1.5"**	$18,700	$144,740
5,000 sq ft Office Building	**5/8"**	**5/8"**	$1,000	$7,754
3,000 sq ft Fast Food w/Drive-Thru	**1"**	**5/8"**	$1,350	$16,800

*Includes both Domestic + Irrigation

Comparison of wastewater impact fees between the existing collection rate and various alternatives.

Sample Potential Fees Wastewater				
Land Use Example	**Typical Domestic Meter Size**	**Typical Irrigation Meter Size**	**Existing Collection Rate**	**Maximum Rate**
Single Family Home	**5/8"**	**-**	$3,300	$5,572
50-unit Apartment Complex	**3"**	**-**	$44,055	$148,586
80,000 sq ft Home Improvement Store	**2"**	**-**	$16,050	$59,434
80,000 sq ft Shopping Center	**3"**	**-**	$40,505	$148,586
80,000 sq ft Supermarket	**3"**	**-**	$40,505	$148,586
5,000 sq ft Office Building	**5/8"**	**-**	$3,000	$5,572
3,000 sq ft Fast Food w/Drive-Thru	**1"**	**-**	$5,100	$18,573

*Includes only Domestic

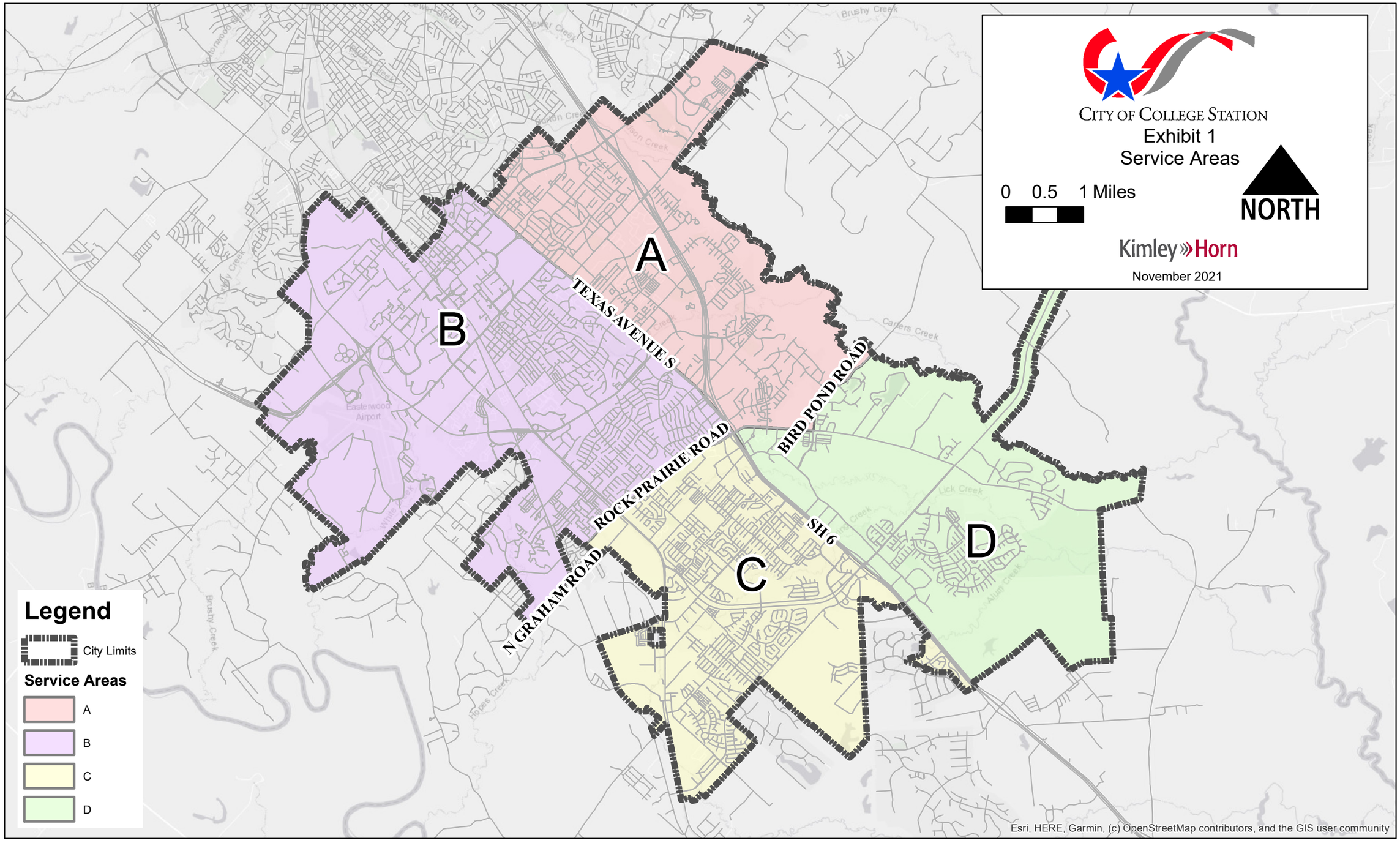
The following tables provide comparisons of roadway impact fees for the existing collection rate ($438.83 per vehicle mile – residential, $80 per vehicle mile – non-residential) and the maximum assessable rate. A table is provided for each Roadway Service Area.

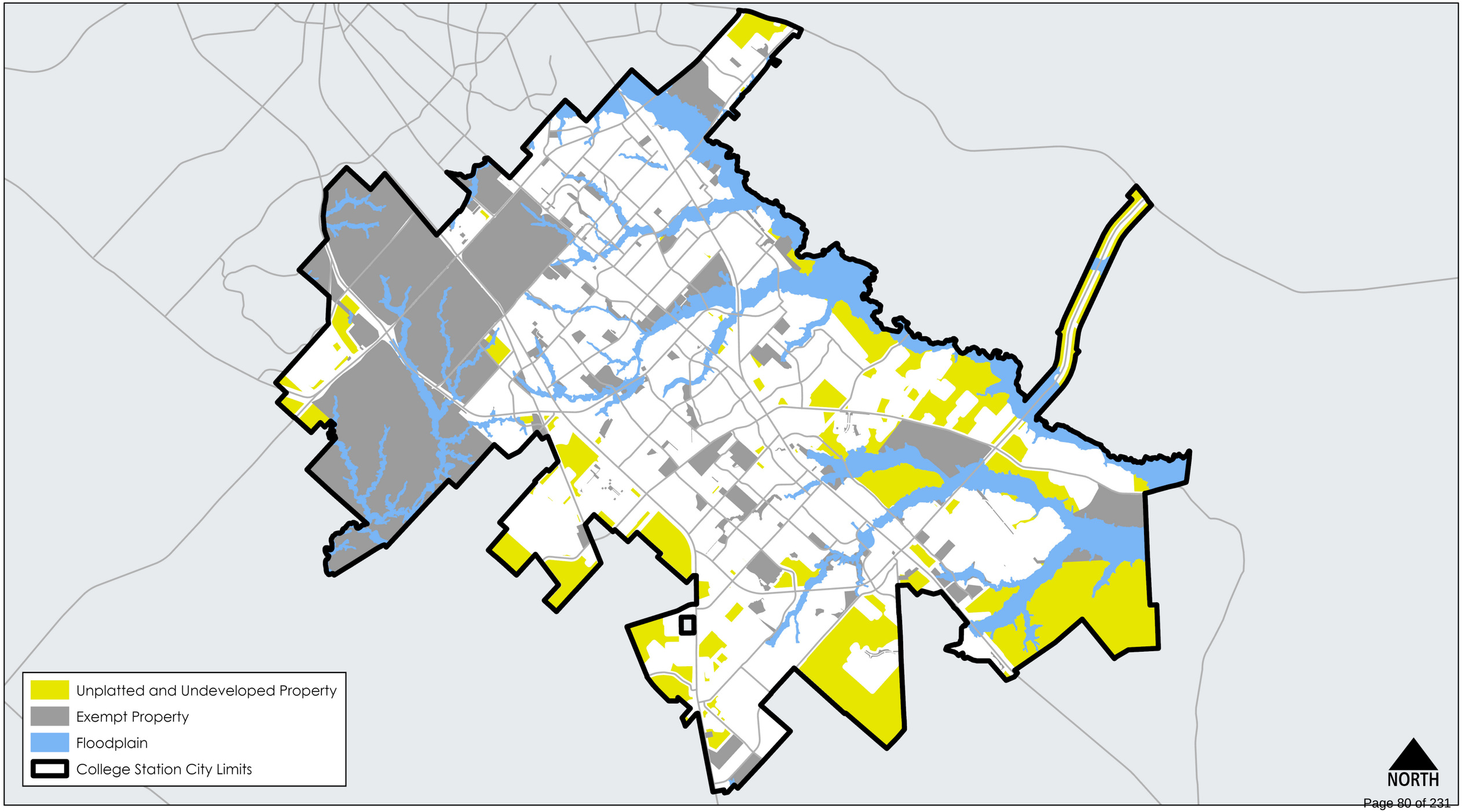
Sample Potential Fees Service Area A	**Collection Rate** (Residential/Commercial)	
	$438.83/$80	$499
Land Use Example	**Current**	**Maximum Rate**
Single Family Home	$1,650	$1,876
50-unit Apartment Complex	$44,760	$50,898
80,000 sq ft Home Improvement Store	$17,024	$106,187
80,000 sq ft Shopping Center	$43,840	$273,452
80,000 sq ft Supermarket	$73,344	$457,483
5,000 sq ft Office Building	$2,304	$14,371
3,000 sq ft Fast Food w/Drive-Thru	$7,927	$49,446

Sample Potential Fees Service Area B	**Collection Rate** (Residential/Commercial)	
	$438.83/$80	$1,261
Land Use Example	**Current**	**Maximum Rate**
Single Family Home	$1,650	$4,741
50-unit Apartment Complex	$44,760	$128,622
80,000 sq ft Home Improvement Store	$17,024	$268,341
80,000 sq ft Shopping Center	$43,840	$691,028
80,000 sq ft Supermarket	$73,344	$1,156,085
5,000 sq ft Office Building	$2,304	$36,317
3,000 sq ft Fast Food w/Drive-Thru	$7,927	$124,952

Sample Potential Fees Service Area C	**Collection Rate** (Residential/Commercial)	
	$438.83/$80	$2,127
Land Use Example	**Current**	**Maximum Rate**
Single Family Home	$1,650	$7,998
50-unit Apartment Complex	$44,760	$216,954
80,000 sq ft Home Improvement Store	$17,024	$452,626
80,000 sq ft Shopping Center	$43,840	$1,165,596
80,000 sq ft Supermarket	$73,344	$1,950,034
5,000 sq ft Office Building	$2,304	$61,258
3,000 sq ft Fast Food w/Drive-Thru	$7,927	$210,764

Sample Potential Fees Service Area D	**Collection Rate** (Residential/Commercial)	
	$438.83/$80	$3,452
Land Use Example	**Current**	**Maximum Rate**
Single Family Home	$1,650	$12,980
50-unit Apartment Complex	$44,760	$352,104
80,000 sq ft Home Improvement Store	$17,024	$734,586
80,000 sq ft Shopping Center	$43,840	$1,891,696
80,000 sq ft Supermarket	$73,344	$3,164,794
5,000 sq ft Office Building	$2,304	$99,418
3,000 sq ft Fast Food w/Drive-Thru	$7,927	$342,059


CITY OF COLLEGE STATION
Exhibit 1
Service Areas
0 0.5 1 Miles
NORTH
Kimley»Horn
November 2021
A
B
C
D
TEXAS AVENUE S
BIRD POND ROAD
ROCK PRAIRIE ROAD
N GRAHAM ROAD
SH 6
Legend
City Limits
Service Areas
A
B
C
D
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community


Unplatted and Undeveloped Property
Exempt Property
Floodplain
College Station City Limits
NORTH

May 15, 2023
Item No. 9.1.
Resolution Approving CDBG-MIT Funding Application

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding the approval of a resolution approving a funding application in the amount of $500,000 in Community Development Block Grant Mitigation grant funds administered by the Texas General Land Office and allocated regionally through the Brazos Valley Council of Governments approved Method of Distribution.

Relationship to Strategic Goals:
Core Services & Infrastructure

Recommendation(s): Staff recommends that City Council receive a presentation, hold a public hearing, and adopt a resolution approving the CDBG-MIT funding application.

Summary: Background: The City Council approved a resolution on October 13, 2022 to accept Community Development Block Grant Mitigation Program (CDBG-MIT) funds administered by Texas General Land Office (TxGLO) and allocated regionally through the Brazos Valley Council of Governments Method of Distribution. The state-approved Method of Distribution provides the City of College Station with $500,000, 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 for flood mitigation projects due to the Federal/Presidential Disaster 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 developed a list of eligible activities. At the April 27th meeting, the Council selected the following projects to be included in the CDBG-MIT funding application to be submitted to TxGLO.

Project	Description	Cost
Flood Hazard Assessment	This project will assess the current floodplain hazards and assist in determining the scale of any necessary mapping/remapping efforts.	Total Cost: $150,000 Sources: CDBG-MIT: $75,000 General Funds: $75,000
Flood Warning System Pilot Project	Installation of 3 sensors to allow for the detection of flooding in areas prone to problems. Information will be utilized with the Flood Hazard Assessment.	Total Cost: $91,750 Source: CDBG-MIT: $91,750

Installation of Generator at Lincoln Recreation Center	This will allow the facility to be used as a warming/cooling/evacuation center.	Total Cost: $136,800 Sources: CDBG-MIT: $10,450 CDBG-EN: $126,350
Installation of a Generator & Enclosure at Meyers Senior & Community Center	This will allow the facility to be used as a warming/cooling/evacuation center.	Total Cost: $322,800 Source: CDBG-MIT: $322,800

Staff requested an extension of the application deadline to allow for sufficient public comment period for the proposed projects. TxGLO granted a one-time 14-days extension for the application deadline. Therefore, the application deadline is May 17th.

The City utilized a consultant contract with Blais and Associates for Professional Grant Writing and Consulting Services for the development of the CDBG-MIT application, along with preparing all required documents and publications.

As required by CDBG-MIT, public comment is included regarding the proposed use of funds. A public comment period was open from March 30th to April 13th, including a Public Hearing at the April 13th City Council meeting. Due to comments received from the Council at the April 13th meeting, the Council was asked to consider a list of projects at the April 27th meeting and direct staff regarding projects to be included in the application. The final funding application was available for a public comment period from April 28th to May 12th, with a Public Hearing at this meeting.

Funds will be available for the proposed projects upon approval by the TxGLO and execution of the funding agreement.

Budget & Financial Summary: $500,000 in CDBG-MIT Funds

Attachments:

1. Funding Application Approval Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE FUNDING APPLICATION TO RECEIVE COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION (CDBG-MIT) FUNDS.

WHEREAS, the City of College Station is entitled to receive $500,000 in Community Development Block Grant Mitigation (CDBG-MIT) funds from the Texas General Land Office (GLO) as per the Method of Distribution (MOD) developed by the Brazos Valley Council of Governments (BVCOG) and has prepared a funding application as required to secure these funds; and

WHEREAS, the City Council of College Station voted to accept these funds on October 13th, 2022 and the CDBG-MIT funding application was developed by City Staff of the Community Services Department, Planning and Development Department, Public Works Department, Parks and Recreation Department, and City Manager's Office; and

WHEREAS, the City of College Station, Texas, is as an eligible entity under the Regional Mitigation Program that must (1) identify areas of the City that demonstrate need for disaster mitigation improvements; (2) establish areas in which have concentrations of low and moderate income persons; (3) identify sites within these that program activities are proposed; (4) provide a application under which citizens may public comment on activities; and (5) require a public hearing on program activities; and

WHEREAS, the City of College Station has provided adequate information to the citizens and an opportunity to participate in the development of the CDBG-MIT funding application; and

WHEREAS, the City Council acknowledges that the adoption of the CDBG-MIT funding application is in the best interest of the City and is for the purpose of mitigating disaster risks and reducing further loss for the primary benefit of low and moderate income citizens; now, therefore,

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

PART 1: The City Council hereby approves the CDBG-MIT funding application which serves as the City's application to the GLO for CDBG-MIT funds;

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 HUD for all Mitigation Programs on behalf of the City of College Station.

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

ADOPTED this _____ day of _____, A.D. 20___.

ATTEST: APPROVED:

_____ _____

City Secretary Mayor

APPROVED:

_____
City Attorney

May 15, 2023
Item No. 9.2.
Rezoning - 100 and 140 Graham Road

Sponsor: Gabriel Schrum

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 C-3 Light Commercial to SC Suburban Commercial for approximately 1.667 acres of land at 100 Graham Road, being Lot 4A-1, and 140 Graham Road being lot 4-B, Block 1 of the JHW Commercial Addition Phase 2, generally located at the corner of Wellborn Road and Graham Road.

Relationship to Strategic Goals:
Diverse and Growing Economy

Recommendation(s): The Planning & Zoning Commission heard this item at their April 20, 2023 meeting and recommended approval 5-0.

Staff recommends approval of the request.

Summary: This request is to rezone approximately 1.667 acres of land from C-3 Light Commercial to SC Suburban Commercial. The subject properties were platted in 2020. The two subject lots are currently being used as a daycare facility (Prodigy Learning Center) and it is the applicant’s intent to expand the use. Nearby properties include duplexes, a vacant light manufacturing warehouse, office space, and a daycare.

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 Business Center. This rezoning request is accompanied by a Comprehensive Plan Amendment application to change the land use designation from Business Center to Neighborhood Commercial. If the Comprehensive Plan Amendment is approved, the rezoning request will align with the Comprehensive Plan. (CPA2022-000011).

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 are located adjacent to major roads along the fringe of residential areas. The design of these structures is compatible in size, architecture, and lot coverage with surrounding residential uses.

The zoning districts that are generally appropriate within this land use include Suburban Commercial and Office.

The intent of the Neighborhood Commercial land use is to accommodate the pattern of smaller commercial spaces that supports the surrounding neighborhood. The proposed SC Suburban

Commercial zoning district allows for smaller-scale commercial developments which are in line with the Comprehensive Plan. Commercial developments in this district should provide an appearance that is compatible with the neighborhood character while providing transitions in building height and mass when adjacent to residential neighborhoods. The development standards for SC Suburban Commercial are aligned with that vision.

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 vacant industrial/commercial to the north, Wellborn Road (a major arterial) to the west, a daycare to the east, and residential duplexes to the south. While there are some industrial uses in this block of Graham Road, this property, which is almost half of the block face that abuts the duplexes, and is already zoned and developed for lighter commercial uses. The C-3 Light Commercial zoning is a retired zoning district. The uses allowed within the proposed zoning district are appropriate in the context of the surrounding area as they would allow for the continuation of smaller-scale commercial developments near the intersection and against the duplexes.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:
The size and location of the subject properties are suitable for commercial development such as educational facilities, daycares, and offices permitted by the SC Suburban Commercial District.

4. Whether there are 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 the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The subject property fronts and takes shared driveway access off Graham Road, a major collector. Wellborn Road, a major arterial, runs to the west of the property. 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 has indicated that with the existing developed conditions around this property, the market price of the land exceeds the allowed uses of the property and therefore is not marketable without a rezoning.

Budget & Financial Summary: N/A

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 4 "ZONING DISTRICTS," SECTION 4.2, "OFFICIAL ZONING MAP" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 1.667 ACRES AT 100 GRAHAM ROAD, BEING LOT 4A-1, AND 140 GRAHAM ROAD BEING LOT 4-B, BLOCK 1 OF THE JHW COMMERCIAL ADDITION PHASE 2 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"**, **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 15th day of May, 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 properties are rezoned from C-3 Light Commercial to SC Suburban Commercial.

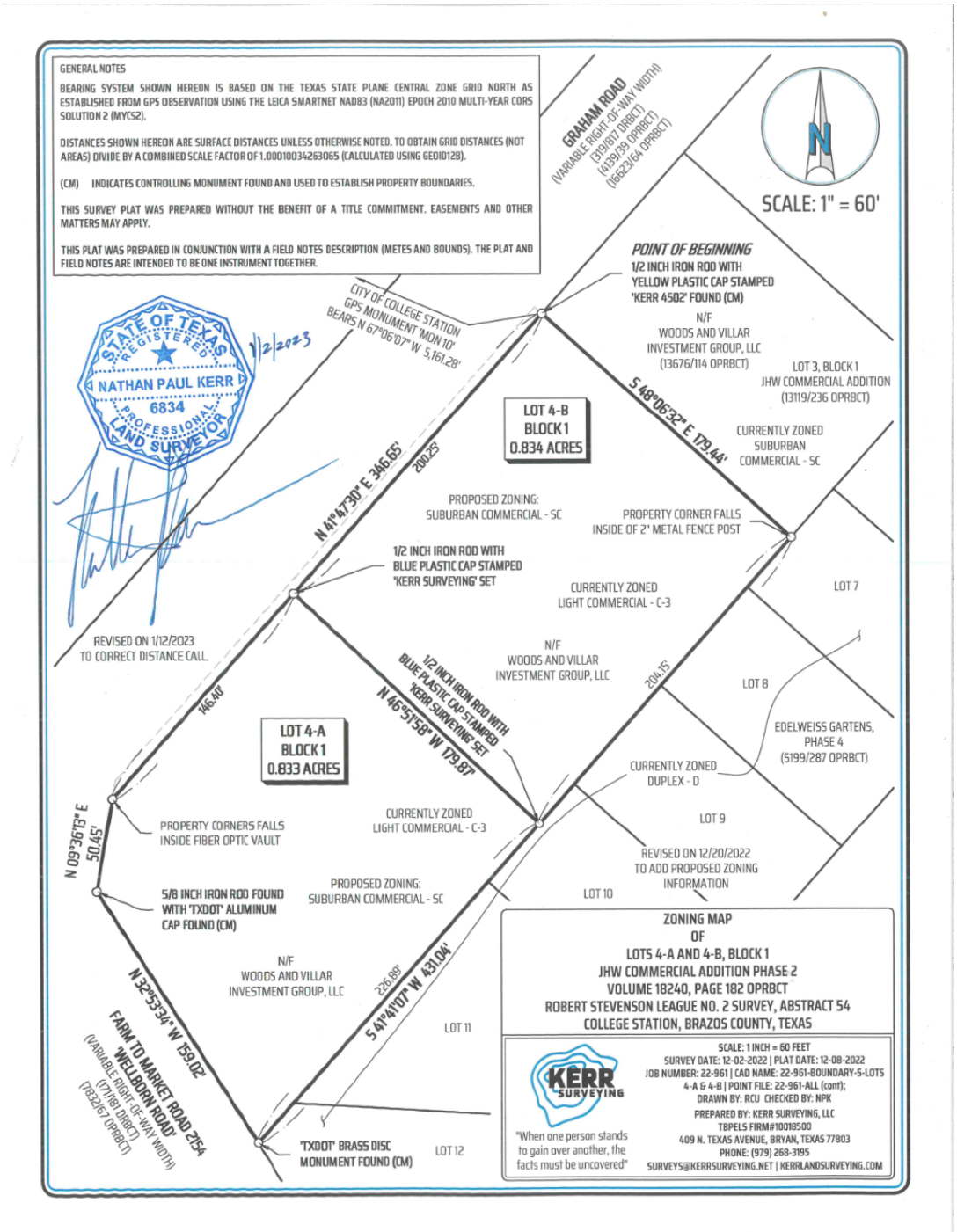
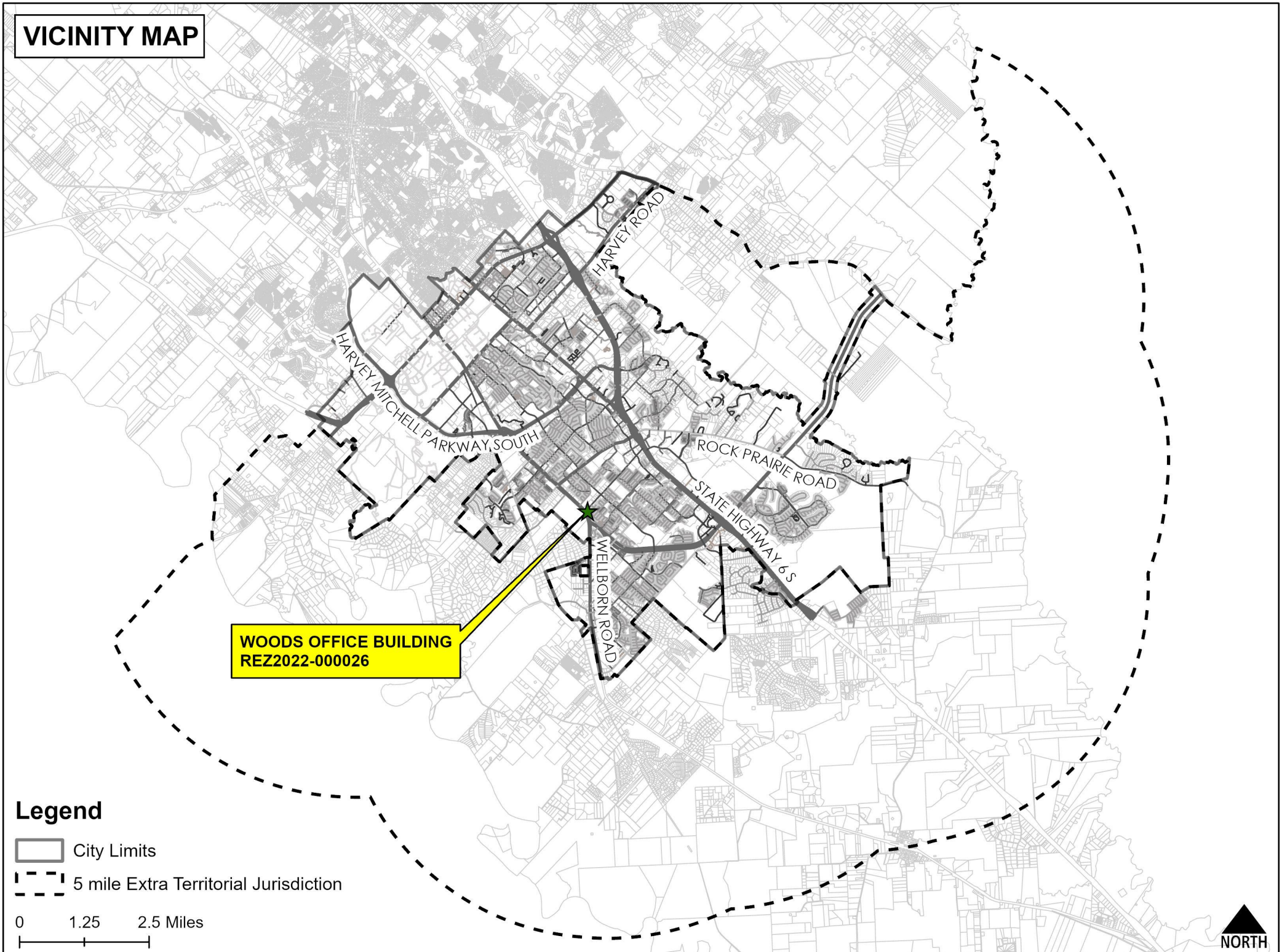


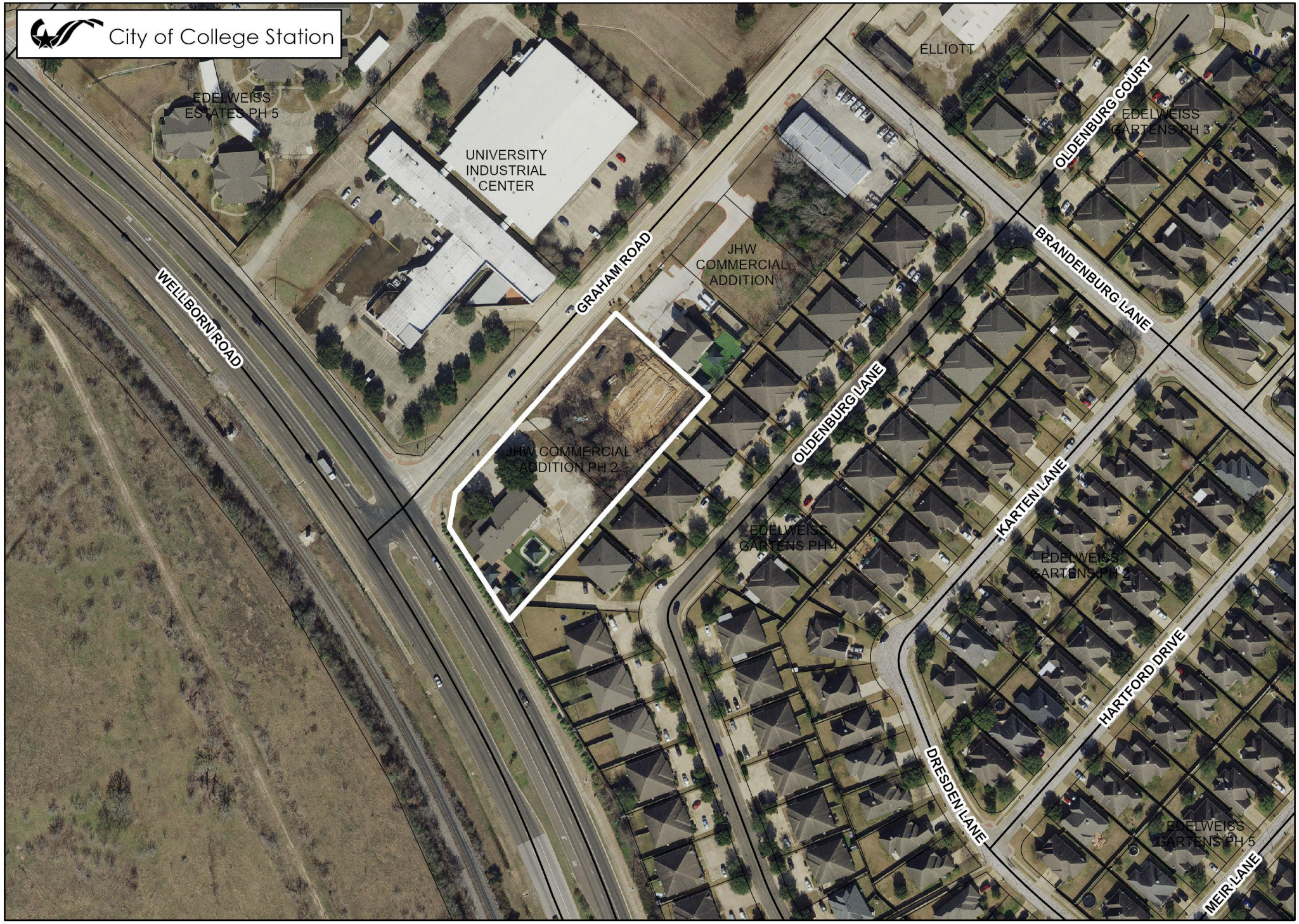
Exhibit B


EXISTING
Zoning
R - 4 - Multi-Family
M - 1 - Light Industrial
M - 2 - Heavy Industrial
GRAHAM RD
SC - Suburban Commerial
C-3 - Light Commercial
FM 2154
OLDENBURG LN
KARTEN LN
GS - General Suburban
R - Rural
D - Duplex
DRESDEN LN
N
PROPOSED
Zoning
R - 4 - Multi-Family
M - 1 - Light Industrial
M - 2 - Heavy Industrial
BRANDENBURG LN
GRAHAM RD
SC - Suburban Commercial
SC - Suburban Commercial
FM 2154
OLDENBURG LN
KARTEN LN
GS - General Suburban
R - Rural
D - Duplex
DRESDEN LN
N

VICINITY MAP



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.



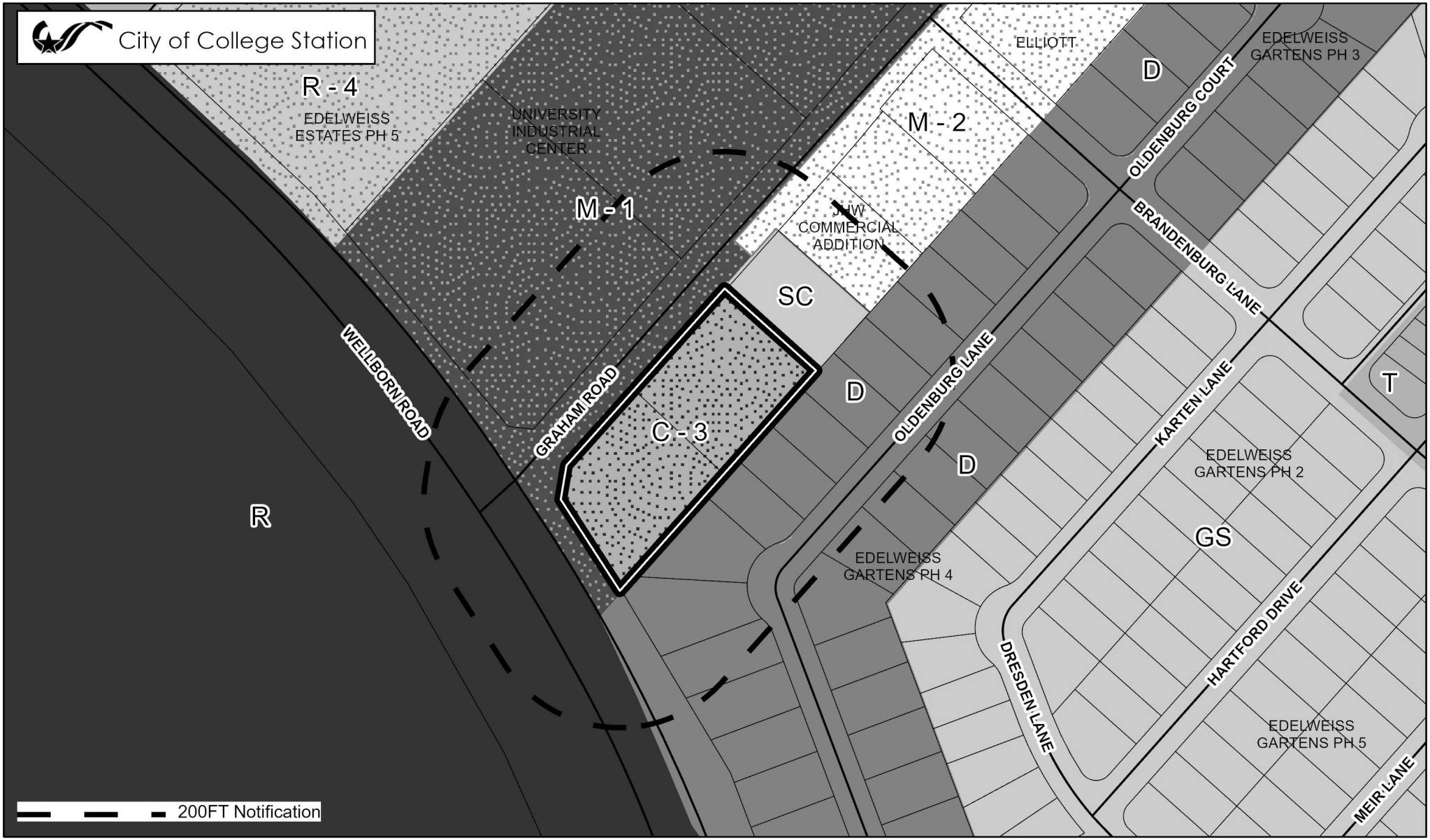
NORTH

0 175 350 Feet

WOODS OFFICE BUILDING

Case: REZ2022-000026

REZONING



ZONING DISTRICTS (In Grayscale)

Residential

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

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

NORTH

0 195 390 Feet

WOODS OFFICE BUILDING

Case: REZ2022-000026

REZONING

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE CENTRAL ZONE GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010034263065 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

STATE OF TEXAS
REGISTERED
NATHAN PAUL KERR
6834
PROFESSIONAL
LAND SURVEYOR

1/2/2023

REVISED ON 1/12/2023
TO CORRECT DISTANCE CALL.

GRAHAM ROAD
(VARIABLE RIGHT-OF-WAY WIDTH)
(319/817 DRBCT)
(4139/39 OPRBCT)
(16623/64 OPRBCT)

N

SCALE: 1" = 60'

CITY OF COLLEGE STATION
GPS MONUMENT 'MON 10'
BEARS N 67°06'07" W 5,161.28'

POINT OF BEGINNING
1/2 INCH IRON ROD WITH
YELLOW PLASTIC CAP STAMPED
'KERR 4502' FOUND (CM)

N/F
WOODS AND VILLAR
INVESTMENT GROUP, LLC
(13676/114 OPRBCT)

LOT 3, BLOCK 1
JHW COMMERCIAL ADDITION
(13119/236 OPRBCT)

S 48°06'32" E 179.44'

LOT 4-B
BLOCK 1
0.834 ACRES

CURRENTLY ZONED
SUBURBAN
COMMERCIAL - SC

N 41°47'30" E 346.65'

200.25'

PROPOSED ZONING:
SUBURBAN COMMERCIAL - SC

PROPERTY CORNER FALLS
INSIDE OF 2" METAL FENCE POST

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

CURRENTLY ZONED
LIGHT COMMERCIAL - C-3

LOT 7

N/F
WOODS AND VILLAR
INVESTMENT GROUP, LLC

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

N 46°51'58" W 179.87'

204.15'

LOT 8

146.40'

LOT 4-A
BLOCK 1
0.833 ACRES

EDELWEISS GARTENS,
PHASE 4
(5199/287 OPRBCT)

CURRENTLY ZONED
DUPLEX - D

PROPERTY CORNERS FALLS
INSIDE FIBER OPTIC VAULT

CURRENTLY ZONED
LIGHT COMMERCIAL - C-3

LOT 9

N 09°36'13" E
50.45'

REVISED ON 12/20/2022
TO ADD PROPOSED ZONING
INFORMATION

5/8 INCH IRON ROD FOUND
WITH 'TXDOT' ALUMINUM
CAP FOUND (CM)

PROPOSED ZONING:
SUBURBAN COMMERCIAL - SC

LOT 10

N/F
WOODS AND VILLAR
INVESTMENT GROUP, LLC

226.89'

S 41°41'07" W 431.04'

N 32°53'34" W 159.02'

FARM TO MARKET ROAD 2154
'WELLBORN ROAD'
(VARIABLE RIGHT-OF-WAY WIDTH)
(177/181 DRBCT)
(7832/67 OPRBCT)

LOT 11

'TXDOT' BRASS DISC
MONUMENT FOUND (CM)

LOT 12

ZONING MAP
OF
LOTS 4-A AND 4-B, BLOCK 1
JHW COMMERCIAL ADDITION PHASE 2
VOLUME 18240, PAGE 182 OPRBCT
ROBERT STEVENSON LEAGUE NO. 2 SURVEY, ABSTRACT 54
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 60 FEET
SURVEY DATE: 12-02-2022 | PLAT DATE: 12-08-2022
JOB NUMBER: 22-961 | CAD NAME: 22-961-BOUNDARY-S-LOTS 4-A & 4-B | POINT FILE: 22-961-ALL (cont);
DRAWN BY: RCU CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

REZONING APPLICATION
SUPPORTING INFORMATION

Name of Project: WOODS OFFICE BUILDING

Address: 100 GRAHAM RD

Legal Description: JHW COMMERCIAL ADDN PH 2, BLOCK 1, LOT 4-A, ACRES 0.0000

Total Acreage: 1.667

Applicant:: J4 ENGINEERING

Property Owner: WOODS & VILLAR INVESTMENT GROU

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

This is a growing area of College Station that is very attractive to residential buyers. As a result, commercial development along Wellborn Road is expanding in order to provide needed services to the residential neighborhoods. Most of this property is currently developed as a Day Care Center that is wanting to expand.

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

A Comp Plan Amendment is also submitted with this rezoning to change the land use designation from Business Center to Neighborhood Commercial.

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

The property is not suitable for development under the current zoning which allows for large, heavy industrial type developments. The lots in this block are too small for this type of development and are not compatible with the existing day care facilities. In addition, expansion or re-development of the property cannot occur without the rezoning.

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

As noted above, this rezoning will update and remove the discontinued zoning districts currently in place while allowing for the expansion of the existing day care center facilities.

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

As noted above, this rezoning will update and remove the discontinued zoning districts currently in place while allowing for the expansion of the existing day care center facilities.

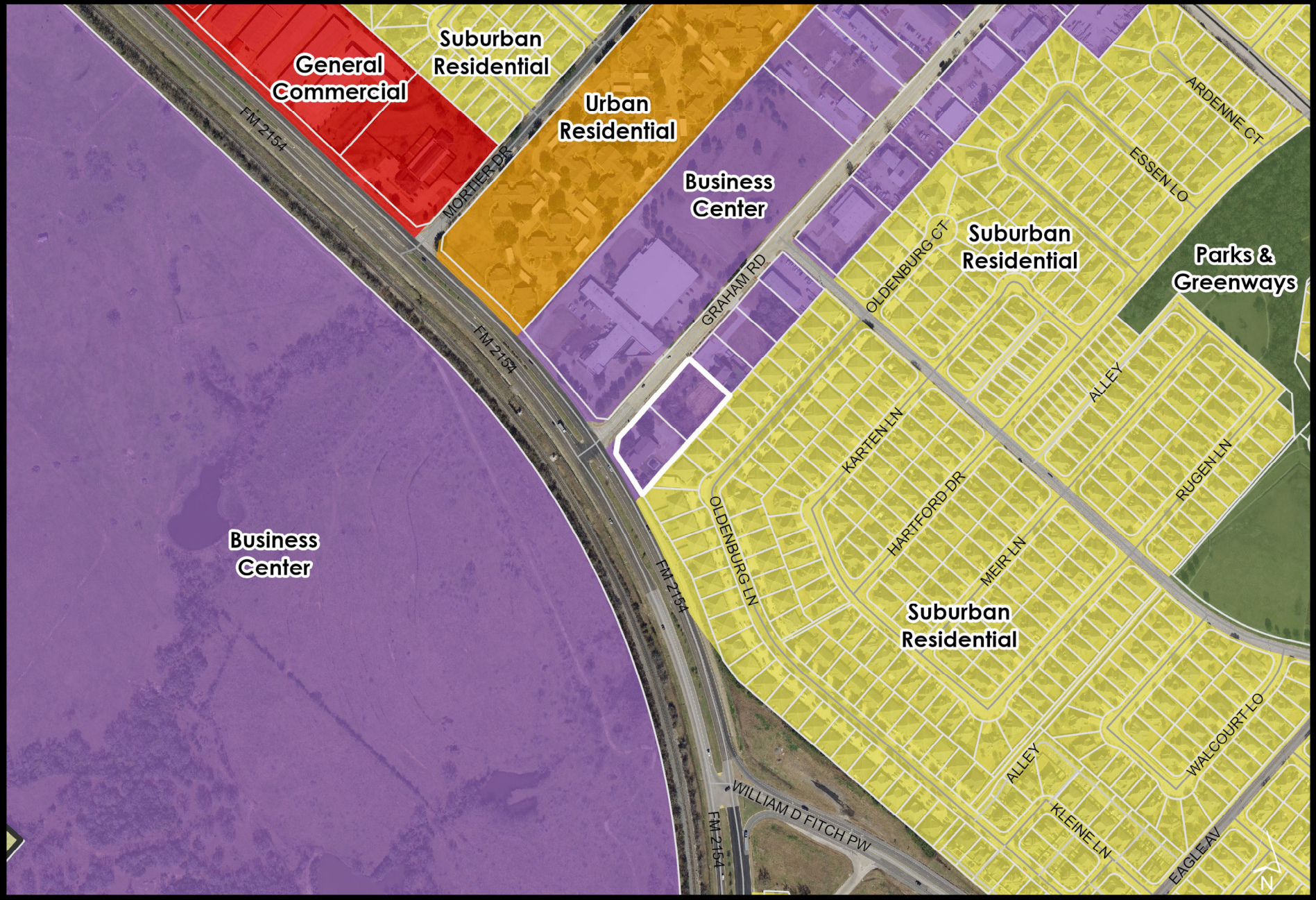
Explain the marketability of the property for uses permitted by the current zoning district.

With the existing developed conditions around this property, the market price of the land exceeds the allowed uses of the property and therefore is not marketable without a rezoning.

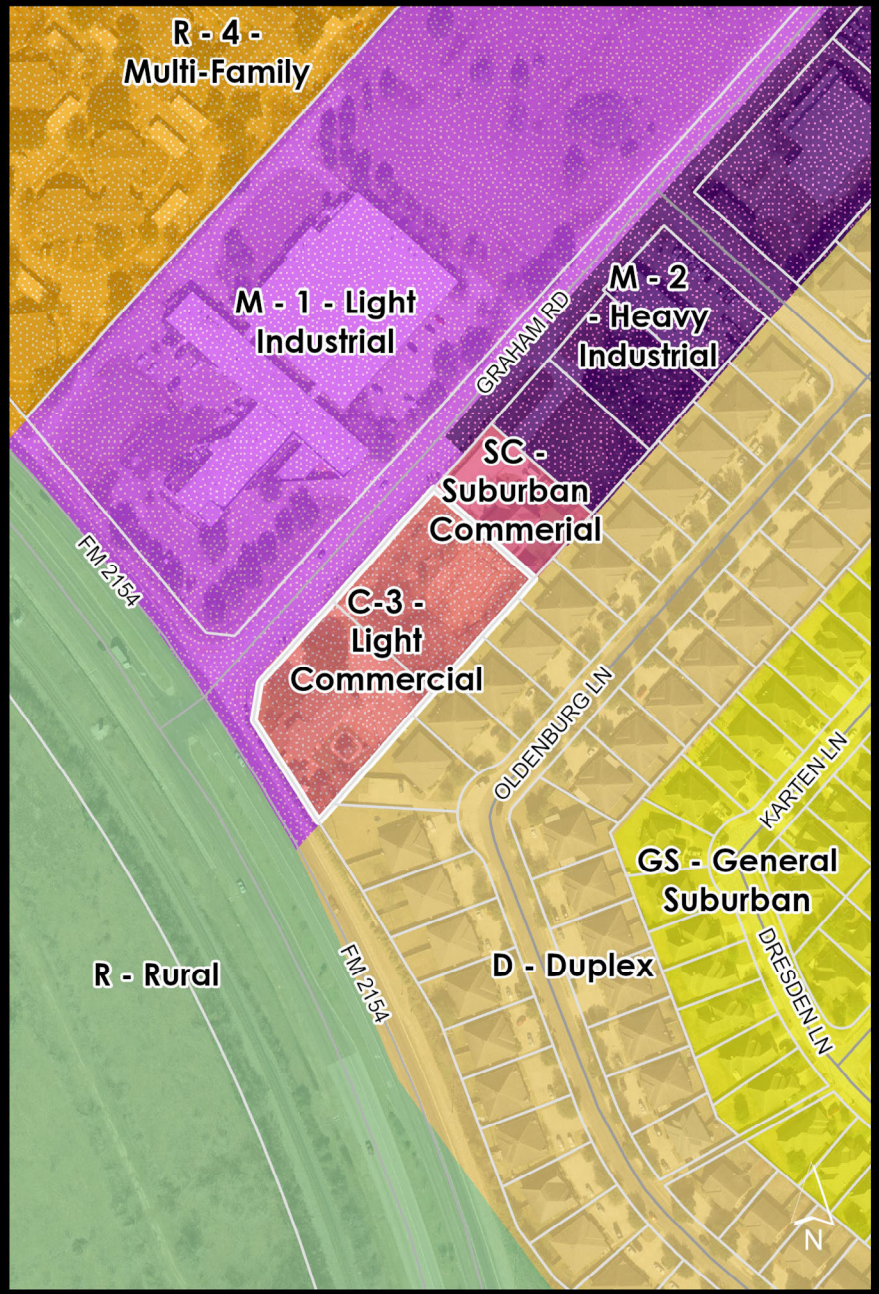
List any other reasons to support this zone change.

N/A

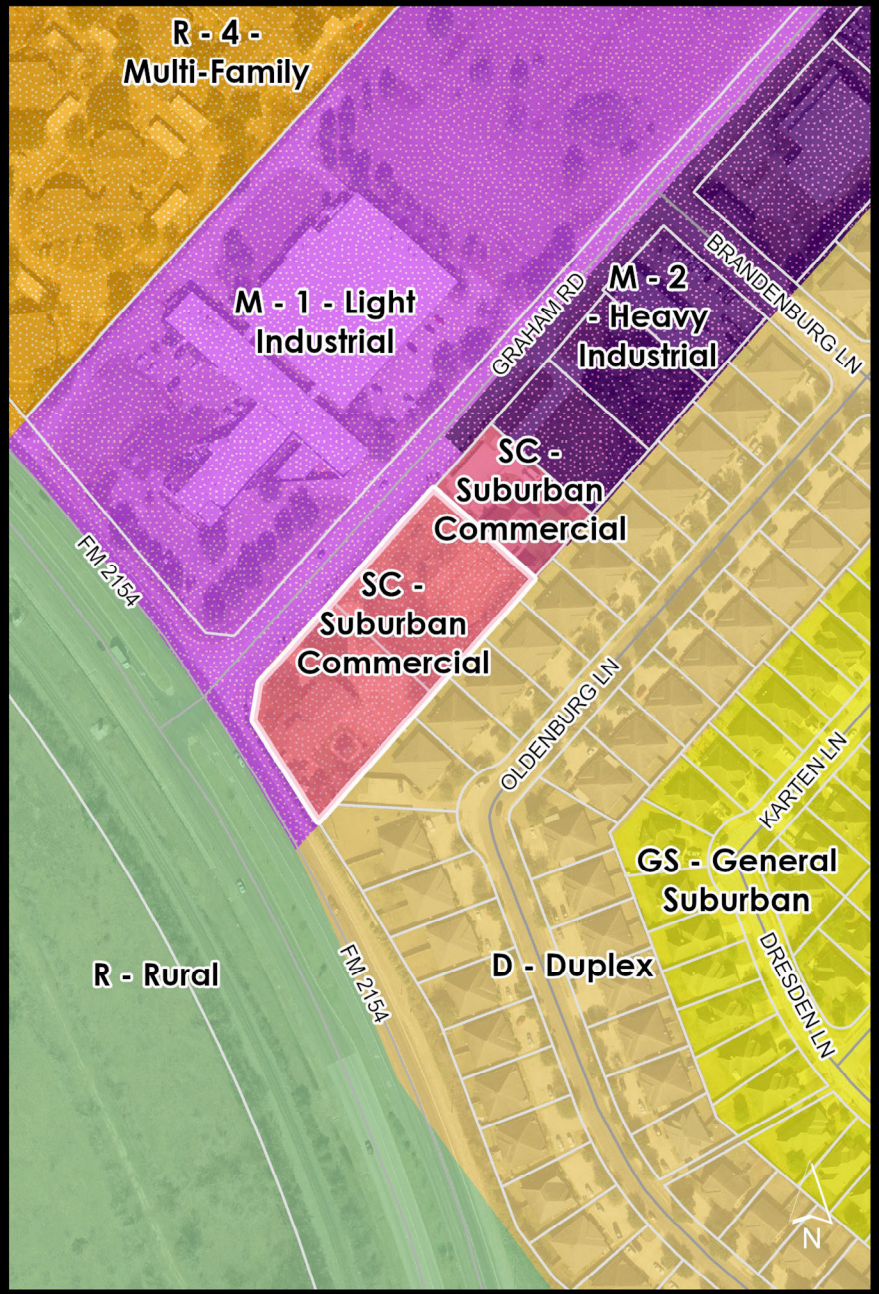
EXISTING
Future Land Use



EXISTING
Zoning



PROPOSED
Zoning



BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: April 20, 2023
Advertised Council Hearing Date: May 15, 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 HOA

Property owner notices mailed: 21
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	Business Center	M-1 Light Industrial	Light Industrial (with outdoor storage, manufacturing/assembly)
South	Suburban Residential	D Duplex	Duplex Residential
East	Business Center	SC Suburban Commercial	Daycare
West	Business Center	N/A	Wellborn Rd (6 lane major arterial)

DEVELOPMENT HISTORY

Annexation: March 1992

Zoning: A-O Agriculture Open (1992)
Rezoned from A-O Agriculture Open to M-1 Light Industrial (1993)
Rezoned from M-1 Light Industrial to C-3 Light Commercial (2011)

Final Plat: JHW Commercial Addition PH 2

Site development: The western lots have been developed as a daycare and the remainder of the eastern JHW lots will be an expansion of the daycare.

May 15, 2023
Item No. 9.3.
Rezoning - 170 Graham Road

Sponsor: Gabriel Schrum

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 M-2 Heavy Industrial to SC Suburban Commerical for approximately 0.472 acres of land at 170 Graham Road, being Lot 2, Block 1 of the JHW Commerical Addition, generally located at the corner of Wellborn Road and Graham Road.

Relationship to Strategic Goals:
Diverse and Growing Economy

Recommendation(s): The Planning& Zoning Commission heard this item at their April 20, 2023 meeting and recommended approval 5-0.

Staff recommends approval of the request.

Summary: This request is to rezone approximately 0.472 acres of land from M-2 Heavy Industrial to SC Suburban Commercial. The subject property was platted in 2020 and is currently undeveloped. It is the applicant's intent to continue the existing adjacent use, and expand the daycare facilities onto the subject property. Nearby properties include duplexes, vacant light manufacturing, warehouse, office space, and a daycare.

REZONING REVIEW CRITERIA

1.Whether the proposal is consistent with the Comprehensive Plan:
The subject property is designated on the Comprehensive Plan Future Land Use & Character Map as Business Center. This rezoning request is accompanied by a Comprehensive Plan Amendment application to change the land use designation from Business Center to Neighborhood Commercial. If the Comprehensive Plan Amendment is approved, the rezoning request will align with the Comprehensive Plan. (CPA2022-000011).

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 are located adjacent to major roads along the fringe of residential areas. The design of these structures is compatible in size, architecture, and lot coverage with surrounding residential uses. The zoning districts that are generally appropriate within this land use include Suburban Commercial and Office.

The intent of the Neighborhood Commercial land use is to accommodate the pattern of smaller commercial spaces that supports the surrounding neighborhood. The proposed SC Suburban Commercial zoning district allows for smaller-scale commercial developments which are in line with the Comprehensive Plan. Commercial developments in this district should provide an appearance that is compatible with the neighborhood character while providing transitions in building height and

mass when adjacent to residential neighborhoods. The development standards for SC Suburban Commercial are aligned with that vision.

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 vacant industrial/commercial to the north, an undeveloped lot to the east, a daycare to the west, and duplexes to the south. While there are some industrial uses in this block of Graham Road, this lot, in combination with the adjacent properties to the west, constitutes over half of the block face that abuts the duplexes. The western adjacent properties are already zoned and developed for lighter commercial uses. The proposed SC Suburban Commercial zoning would allow the continuation of smaller-scale commercial developments up the block from the Wellborn Road/Graham Road intersection and against the duplexes.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:
The size and location of the subject property is suitable for commercial development, such as educational facilities, daycares, and offices permitted by the SC Suburban Commercial zoning district.

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 the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The subject property fronts and takes shared driveway access off Graham Road, a Major Collector. 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 has indicated that with the existing developed conditions around this property, the market price of the land exceeds the allowed uses of the property and therefore is not marketable without a rezoning.

Budget & Financial Summary: N/A

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 4 "ZONING DISTRICTS," SECTION 4.2, "OFFICIAL ZONING MAP" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 0.472 ACRES OF LAND AT 170 GRAHAM ROAD, BEING LOT 2, BLOCK 1 OF THE JHW COMMERICAL ADDITION 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"**, **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 15th day of May, 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 M-2 Heavy Industrial to SC Suburban Commercial.

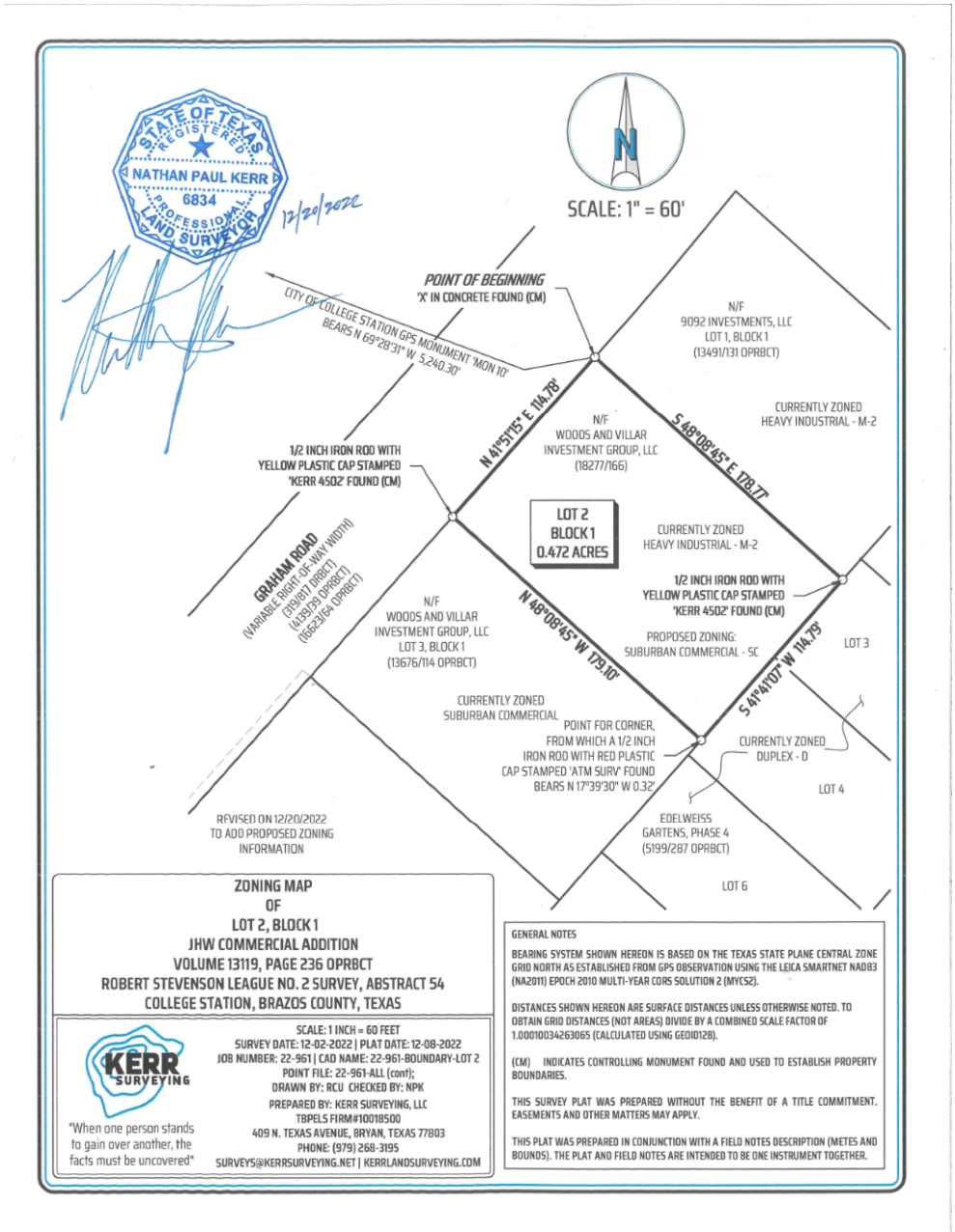
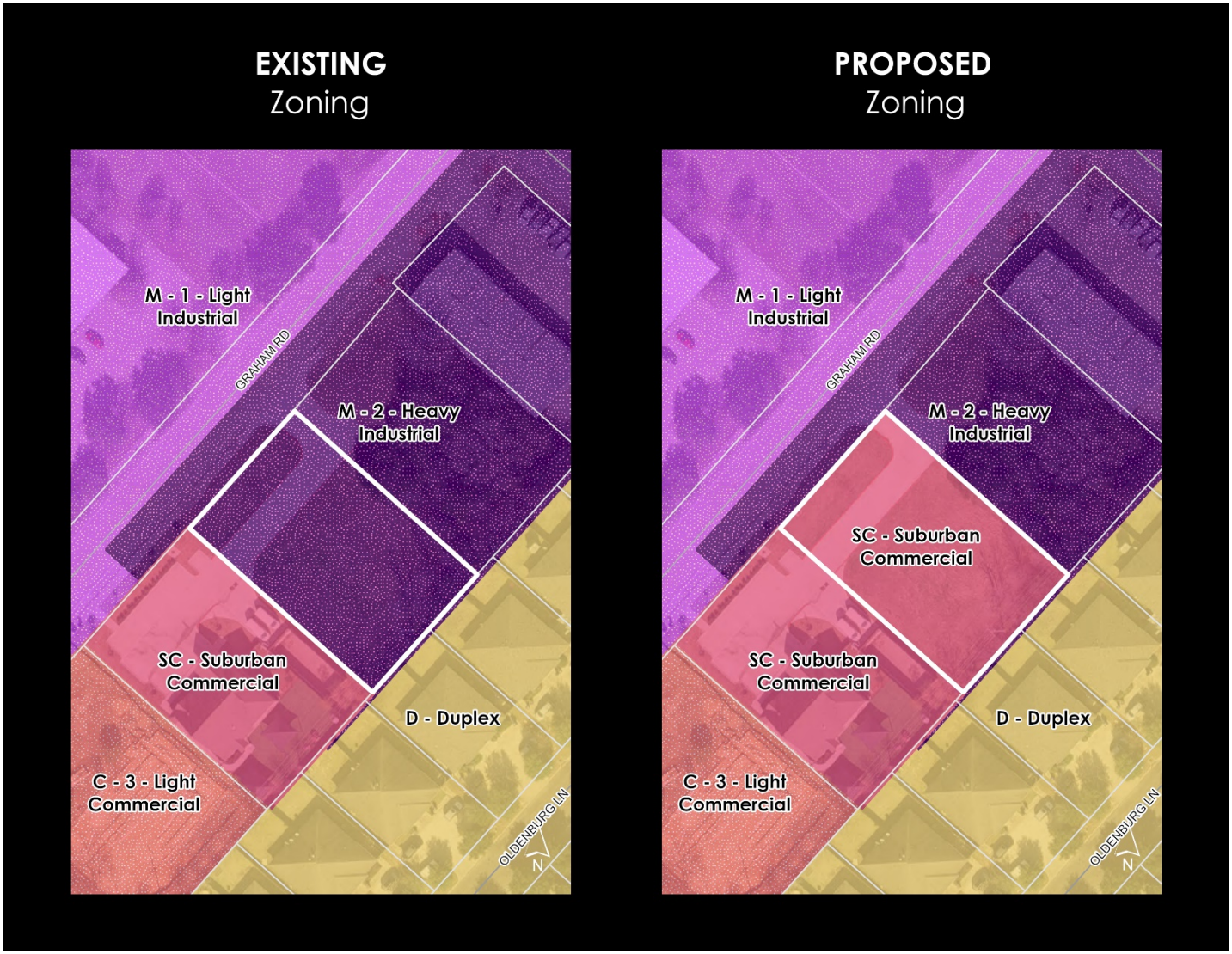
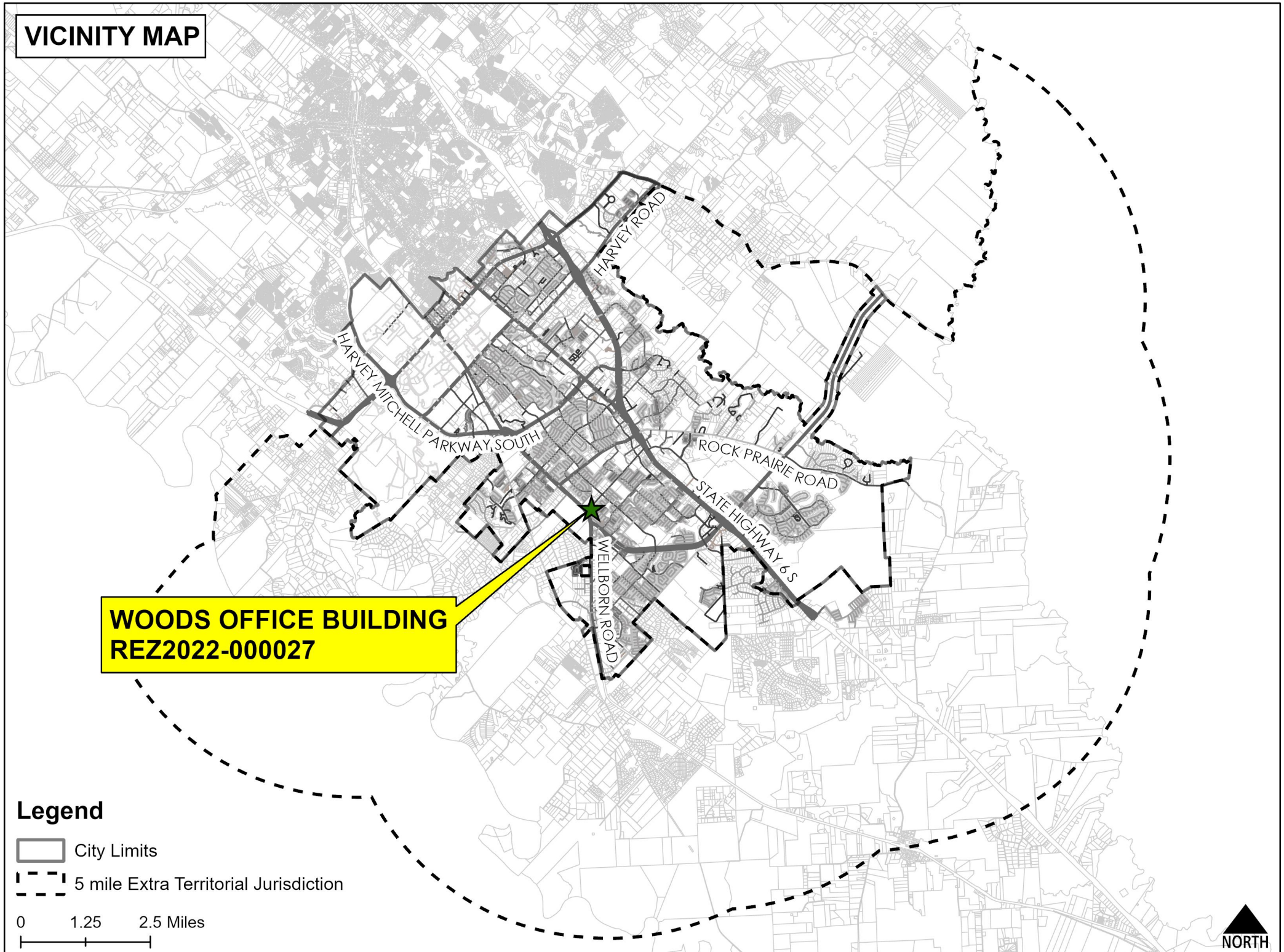


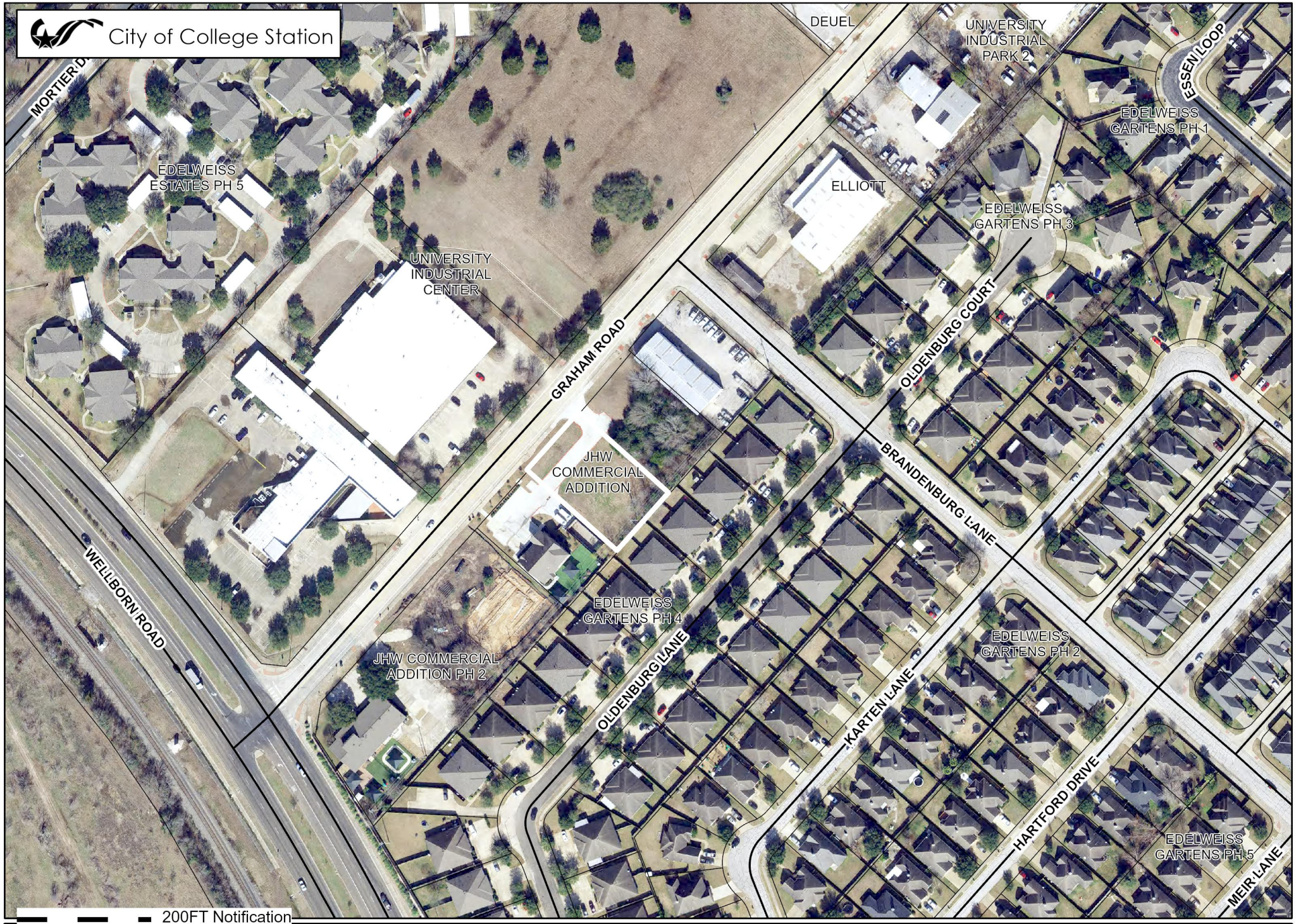
Exhibit B


EXISTING
Zoning
M - 1 - Light Industrial
GRAHAM RD
M - 2 - Heavy Industrial
SC - Suburban Commercial
D - Duplex
C - 3 - Light Commercial
OLDENBURG LN
N
PROPOSED
Zoning
M - 1 - Light Industrial
GRAHAM RD
M - 2 - Heavy Industrial
SC - Suburban Commercial
SC - Suburban Commercial
D - Duplex
C - 3 - Light Commercial
OLDENBURG LN
N

VICINITY MAP



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
No warranty is made by the City of College Station regarding specific accuracy or completeness.



WOODS OFFICE BUILDING

Case: REZ2022-000027

REZONING



ZONING DISTRICTS (In Grayscale)

Residential

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

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

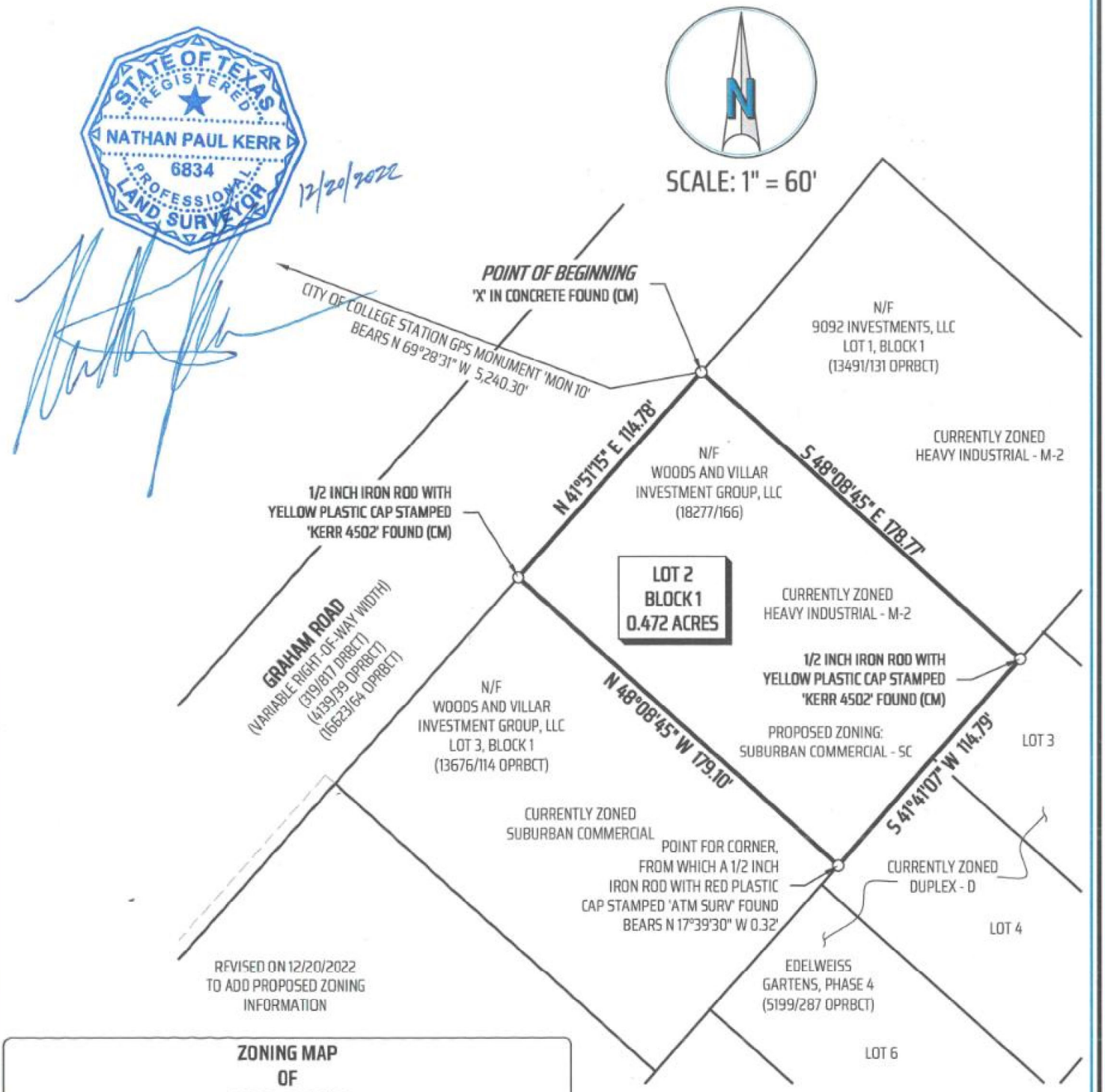
NORTH

0 170 340 Feet

WOODS OFFICE BUILDING

Case: REZ2022-000027

REZONING



ZONING MAP
OF
LOT 2, BLOCK 1
JHW COMMERCIAL ADDITION
VOLUME 13119, PAGE 236 OPRBCT
ROBERT STEVENSON LEAGUE NO. 2 SURVEY, ABSTRACT 54
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 60 FEET
SURVEY DATE: 12-02-2022 | PLAT DATE: 12-08-2022
JOB NUMBER: 22-961 | CAD NAME: 22-961-BOUNDARY-LOT 2
POINT FILE: 22-961-ALL (cont);
DRAWN BY: RCU CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

GENERAL NOTES

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THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

REZONING APPLICATION
SUPPORTING INFORMATION

Name of Project: WOODS OFFICE BUILDING

Address: 170 GRAHAM RD

Legal Description: JHW COMMERCIAL ADDN, BLOCK 1, LOT 2

Total Acreage: 0.472

Applicant:: J4 ENGINEERING

Property Owner: WOODS & VILLAR INVESTMENT GROU

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

This is a growing area of College Station that is very attractive to residential buyers. As a result, commercial development along Wellborn Road is expanding in order to provide needed services to the residential neighborhoods. Most of this property is currently developed as a Day Care Center that is wanting to expand.

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

A Comp Plan Amendment is also submitted with this rezoning to change the land use designation from Business Center to Neighborhood Commercial.

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

The property is not suitable for development under the current zoning which allows for large, heavy industrial type developments. The lots in this block are too small for this type of development and are not compatible with the existing day care facilities. In addition, expansion or re-development of the property cannot occur without the rezoning.

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List any other reasons to support this zone change.

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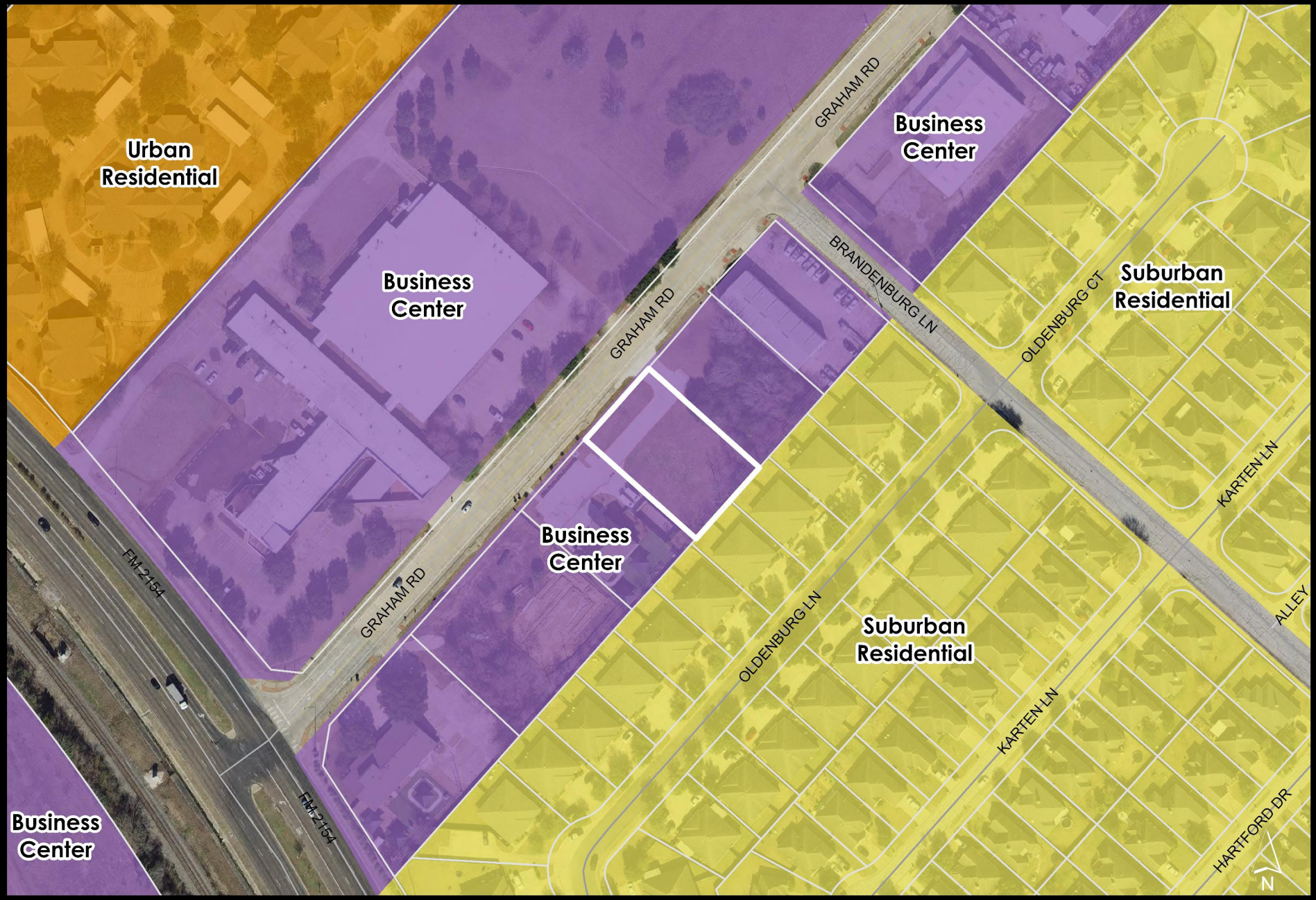
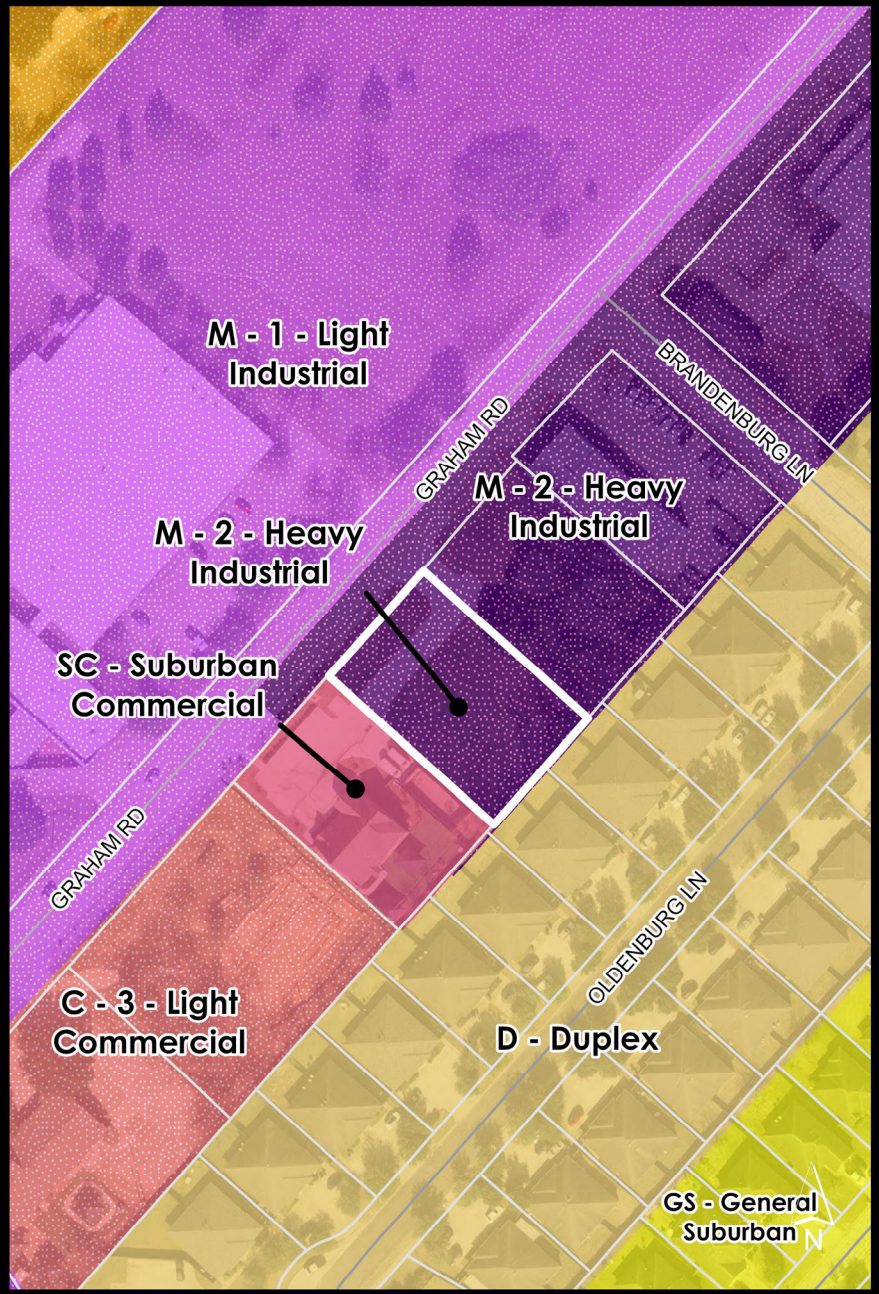
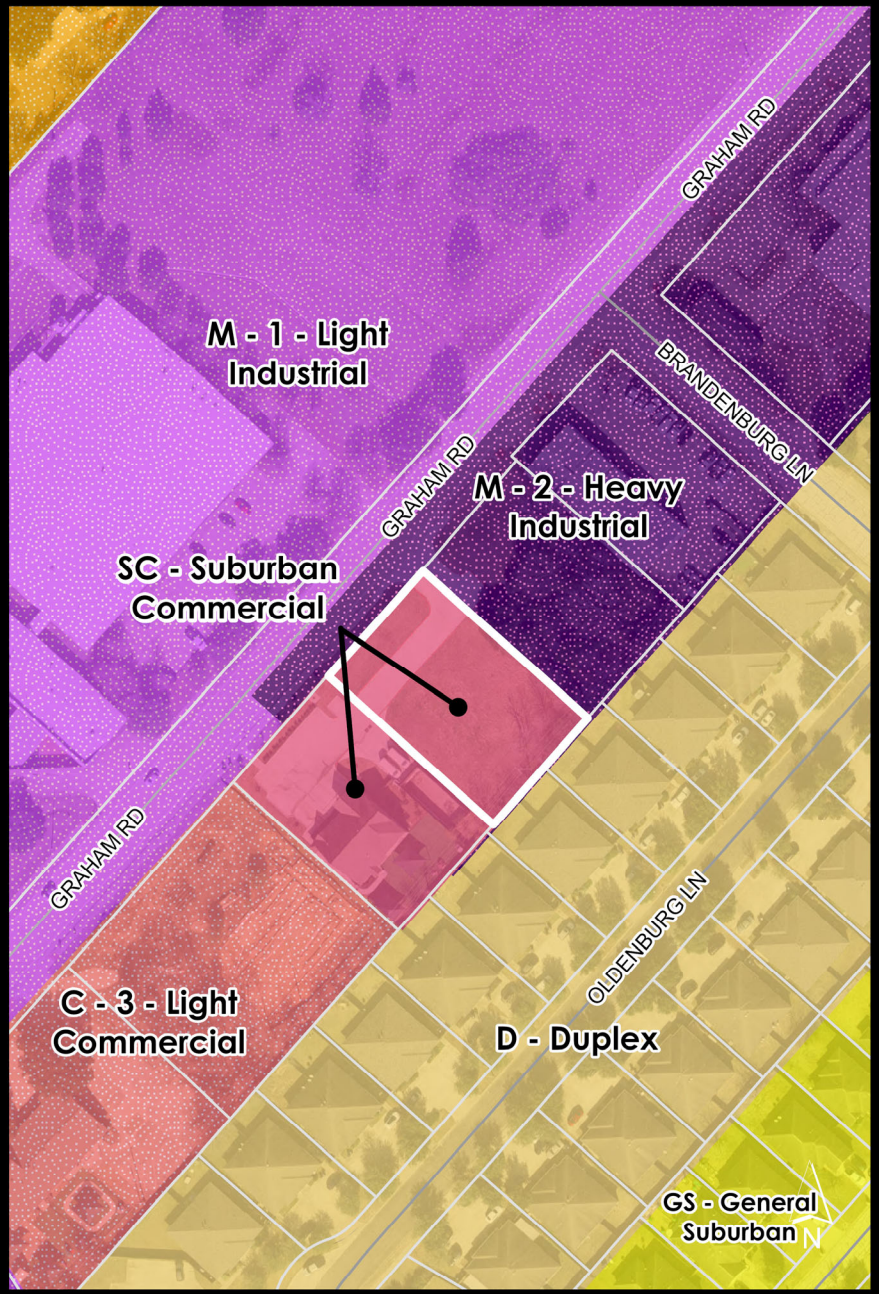
EXISTING
Future Land Use



EXISTING
Zoning



PROPOSED
Zoning



BACKGROUND INFORMATION

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Advertised Council Hearing Date: May 15, 2023

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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	Business Center	M-1 Light Industrial	Light Industrial (with outdoor storage, manufacturing/assembly)
South	Suburban Residential	D- Duplex	Duplex Residential
East	Business Center	M-2 Heavy Industrial	Undeveloped lot
West	Business Center	SC Suburban Commercial	Daycare

DEVELOPMENT HISTORY

Annexation: March 1992

Zoning: A-O Agriculture Open (1992)
Rezoned from A-O Agriculture Open to M-2 Heavy Industrial (1993)

Final Plat: JHW Commercial Addition PH 2

Site development: The western lots have been developed as a daycare and the remainder of the eastern JHW lots will be an expansion of the daycare.

May 15, 2023
Item No. 9.4.
Wood's Office Buildings (Daycare)

Sponsor: Gabriel Schrum

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Business Center to Neighborhood Commercial for approximately 2.611 acres of land, generally located at 100-170 Graham Road.

Relationship to Strategic Goals:
Diverse and Growing Economy

Recommendation(s): The Planning & Zoning Commission heard this item at their April 20, 2023 meeting and recommended approval 5-0.

Staff recommends approval of the Comprehensive Plan Future Land Use & Character Map amendment.

Summary: The applicant is requesting an amendment to the Comprehensive Plan Future Land Use & Character Map from Business Center to Neighborhood Commercial for approximately 2.611 acres of land, generally located on Graham Road at its intersection with Wellborn Road. This Comprehensive Plan Amendment is in conjunction with two SC Suburban Commercial rezonings for the property. It is the applicant's intent to extend the existing Prodigy Learning Center Daycare as a commercial development in this space.

REVIEW CRITERIA:

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

The subject property and properties to the north and east have a future land use designation of Business Center. The Business Center land use designation primarily includes office, research, or industrial uses that may be planned and developed as a unified project. The development types of this designation tend to be larger buildings with commercial and service uses. The intent of the Business Center land use is to provide a variety of commercial uses while accommodating a mix of mobility and connectivity to the business centers and providing buffering to adjacent residential areas.

The area along Graham was originally planned and zoned for industrial, but several properties developed as offices or remained undeveloped. Prior to the 10-year update of the Comprehensive Plan, as residential uses developed in the area of Graham Road, small scale commercial was deemed appropriate at the periphery of the neighborhood along the thoroughfare, and the area was designated Suburban Commercial (the pre-10-year update equivalent of Neighborhood Commercial).

Neighborhood Commercial is defined as areas of commercial activities that cater primarily to nearby residents. The subject property is adjacent to a duplex neighborhood and other residential developments in the area. One of the subject lots was zoned SC Suburban Commercial in 2016,

which allowed for the development of the Prodigy Learning Center daycare. Other existing zonings on the property include C-3 Light Commercial, which is consistent with Neighborhood Commercial, and M-2 Heavy Industrial. With plans to expand the daycare, the request is to amend the Future Land Use and Character Map to Neighborhood Commercial and rezone the properties not already zoned SC Suburban Commercial to SC Suburban Commercial.

Business Center and Neighborhood Commercial are both appropriate land use designations for the subject property.

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

The applicant is requesting an amendment to the Future Land Use & Character Map to Neighborhood Commercial. Neighborhood Commercial areas are intended to accommodate limited commercial services that are more appropriate in size and scale to adjacent residential properties that also provide buffering as required within the zoning districts that are appropriate within the Neighborhood Commercial category, such as O Office and SC Suburban Commercial.

The applicant held a neighborhood meeting on March 8, 2023. All property owners within 200 feet of the subject property were notified of the neighborhood meeting. Two property owners attended and expressed concern about the drainage on the sites. There have been no other expressed concerns regarding extending the uses onto these additional lots. The proposed development will provide a compatible commercial use adjacent to the surrounding existing residential duplex developments and existing daycare commercial development. The proposal is compatible with the character of the area.

3. Impact on environmentally sensitive and natural areas:

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

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

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

The subject property fronts Graham Road. Graham Road is designated as a major collector. These lots are located at the intersection of Graham Road and Wellborn Road, which is designated as a 6-Lane Major Arterial on the Thoroughfare Plan. Development of the property will have shared access with the existing Prodigy Learning Center development and should not cause additional traffic concerns.

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

The intent of College Station’s Comprehensive Plan is to create distinctive places, vibrant districts,

attractive neighborhoods, revitalized gateways and corridors, and conserved natural areas. The proposed amendment to Neighborhood Commercial, defined as areas of commercial activities that tend to be smaller in scale than general commercial developments and are located adjacent to major roads along the fringe of residential areas, is appropriate for this property as a transition between the neighboring commercial properties and the surrounding homes.

Budget & Financial Summary: N/A

Attachments:

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE OFFICIAL CITY OF COLLEGE STATION COMPREHENSIVE PLAN BY AMENDING THE COMPREHENSIVE PLAN – FUTURE LAND USE & CHARACTER MAP FROM BUSINESS CENTER TO NEIGHBORHOOD COMMERICAL FOR APPROXIMATELY 2.611 ACRES OF LAND, GENERALLY LOCATED AT 100-170 GRAHAM RD; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

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

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

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

PASSED, ADOPTED and APPROVED this 15th day of May, 2023.

ATTEST: APPROVED:

_____ _____

City Secretary Mayor

APPROVED:

_____

City Attorney

EXHIBIT A

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

A. Comprehensive Plan

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

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

B. Master Plans

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

1. The Northgate Redevelopment Plan dated November 1996;
2. The Revised Wolf Pen Creek Master Plan dated 1998;
3. Northgate Redevelopment Implementation Plan dated July 2003;
4. Bicycle, Pedestrian, and Greenways Master Plan dated January 2010;
5. Parks, Recreation, and Open Spaces Master Plan dated July 2011;
6. Medical District Master Plan dated October 2012;
7. Wellborn Community Plan dated April 2013;
8. Economic Development Master Plan dated May 2020;
9. The Water System Master Plan dated April 2017; and
10. The Wastewater System Master Plan dated April 2017.

C. Master Plan Amendments

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

1. Expiring the East College Station Transportation Study dated May 2005 – Ordinance 4404, dated November 10, 2022.
2. Expiring the Central College Station Neighborhood Plan dated June 2010 – Ordinance 4404, dated November 10, 2022.
3. Expiring the Eastgate Neighborhood Plan dated June 2011 – Ordinance 4404, dated November 10, 2022.
4. Expiring the Southside Area Neighborhood Plan dated August 2012 – Ordinance 4404, dated November 10, 2022.
5. Expiring the South Knoll Neighborhood Plan dated September 2013 – Ordinance 4404, dated November 10, 2022.

D. Text Amendments

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

1. Text Amendments:
    a. *Chapter 2. Distinctive Places* by amending the text regarding the Neighborhood Center future land use description, intent, and generally appropriate zoning districts – Ordinance 4351, dated April 28, 2022.
    b. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to remove expired plans – Ordinance 4404, dated November 10, 2022.

E. Map Amendments

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

1. Future Land Use & Character Map:
    a. Approximately 5 acres of land generally located at 2354 Barron Road from Suburban Residential to Neighborhood Commercial – Ordinance 4365, dated June 23, 2022.

b. Approximately 17 acres of land generally located at 400 Double Mountain Road from Medical to Urban Residential – Ordinance 4378, dated August 11, 2022.
c. Approximately 0.19 acres of land generally located at 106 Southland Street from Suburban Residential to Neighborhood Commercial – Ordinance 4388, dated September 8, 2022
d. Approximately 2.611 acres of land, generally located at 100 - 170 Graham Road from Business Center to Neighborhood Commercial. By this Ordinance, dated May 15, 2023.

2. Planning Areas Map:
   a. Removing the Central College Station Neighborhood Plan, Eastgate Neighborhood Plan, Southside Area Neighborhood Plan, and South Knoll Neighborhood Plan – Ordinance 4404, dated November 10, 2022.

F. General

1. **Conflict.** All parts of the Comprehensive Plan and any amendments thereto shall be harmonized where possible to give effect to all. Only in the event of an irreconcilable conflict shall the later adopted ordinance prevail and then only to the extent necessary to avoid such conflict. Ordinances adopted at the same city council meeting without reference to another such ordinance shall be harmonized, if possible, so that effect may be given to each.

2. **Purpose.** The Comprehensive Plan is to be used as a guide for growth and development for the entire City and its Extraterritorial Jurisdiction ("ETJ"). The Comprehensive Plan depicts generalized locations of proposed future land uses, including thoroughfares, bicycle and pedestrian ways, parks, greenways, and waterlines, and sewer lines that are subject to modification by the City to fit local conditions and budget constraints.

3. **General nature of Future Land Use.** The Comprehensive Plan, in particular the Future Land Use & Character Map and any adopted amendments thereto, shall not be, nor be considered, a zoning map, shall not constitute zoning regulations or establish zoning boundaries, and shall not be site or parcel specific but shall be used to illustrate generalized locations.

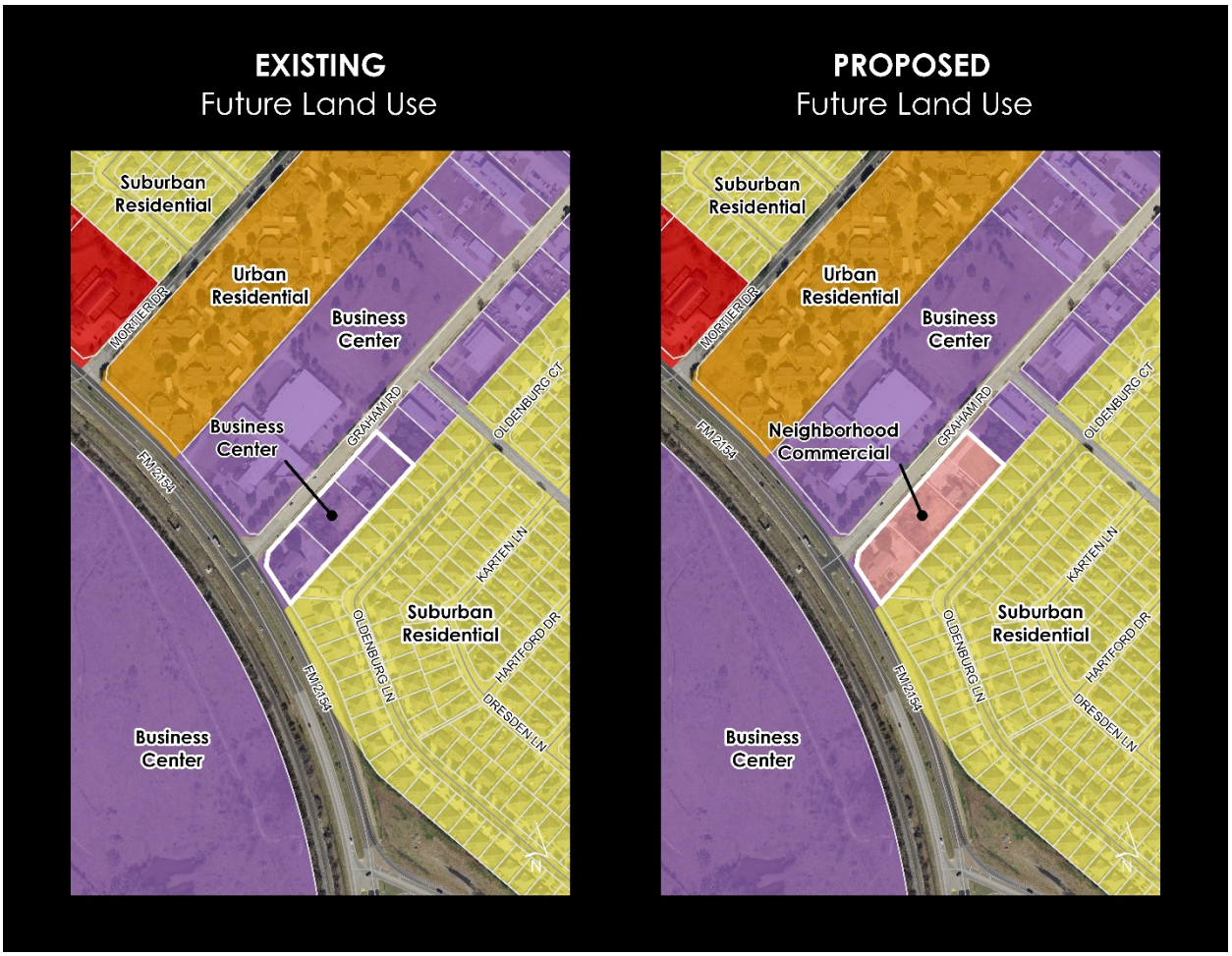
4. **General nature of College Station Comprehensive Plan.** The Comprehensive Plan and any additions, amendments, master plans and subcategories thereto depict same in generalized terms including future locations; and are subject to modifications by the City to fit local conditions, budget constraints, cost participation, and right-of-way availability that warrant further refinement as development occurs. Linear routes such as thoroughfares, bikeways, pedestrian ways, greenways, waterlines, and sewer lines

that are a part of the Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Comprehensive Plan without being considered an amendment thereto.

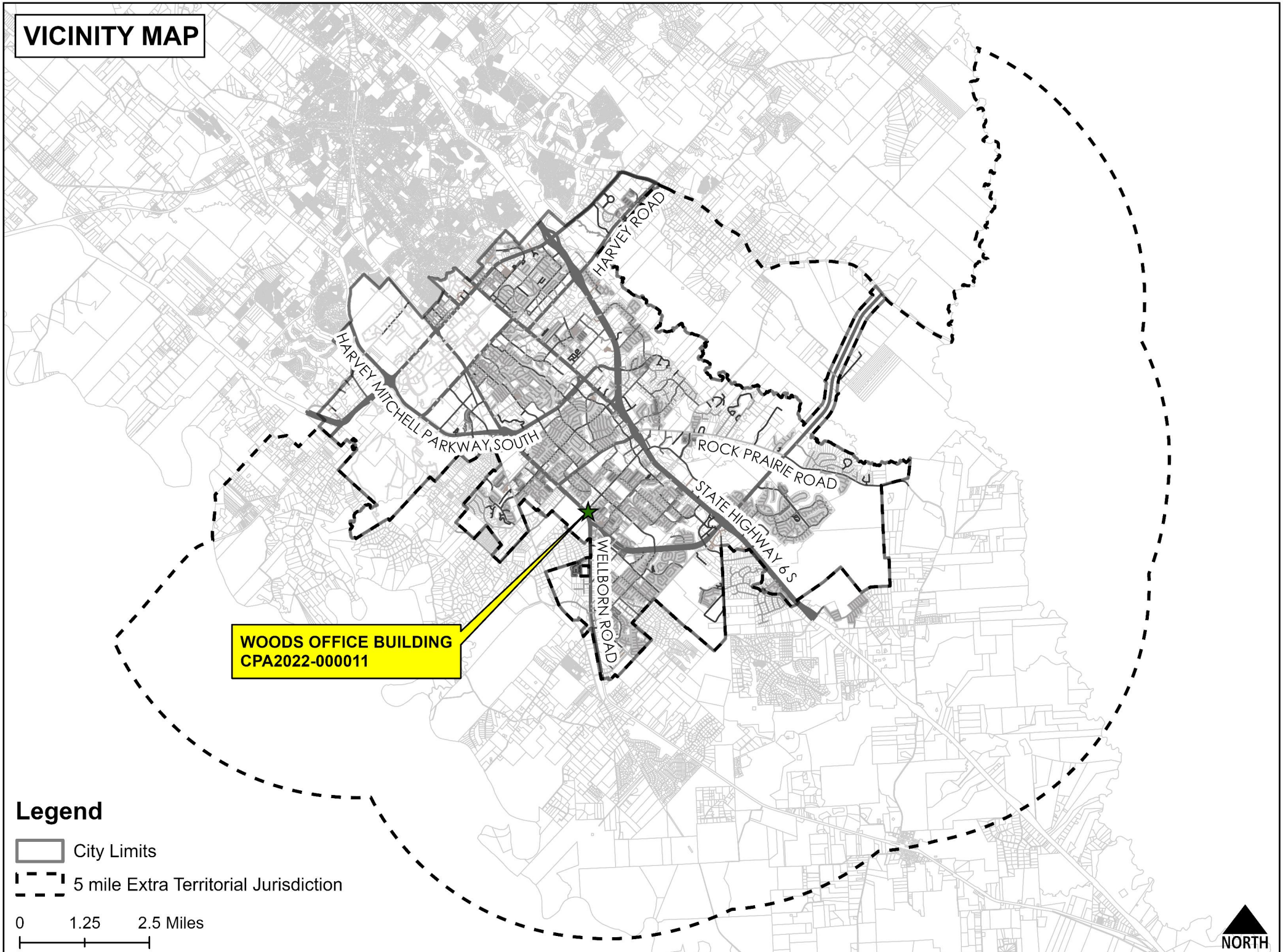
5. **Reference.** The term College Station Comprehensive Plan includes all of the above in its entirety as if presented in full herein, and as same may from time to time be amended.

EXHIBIT B

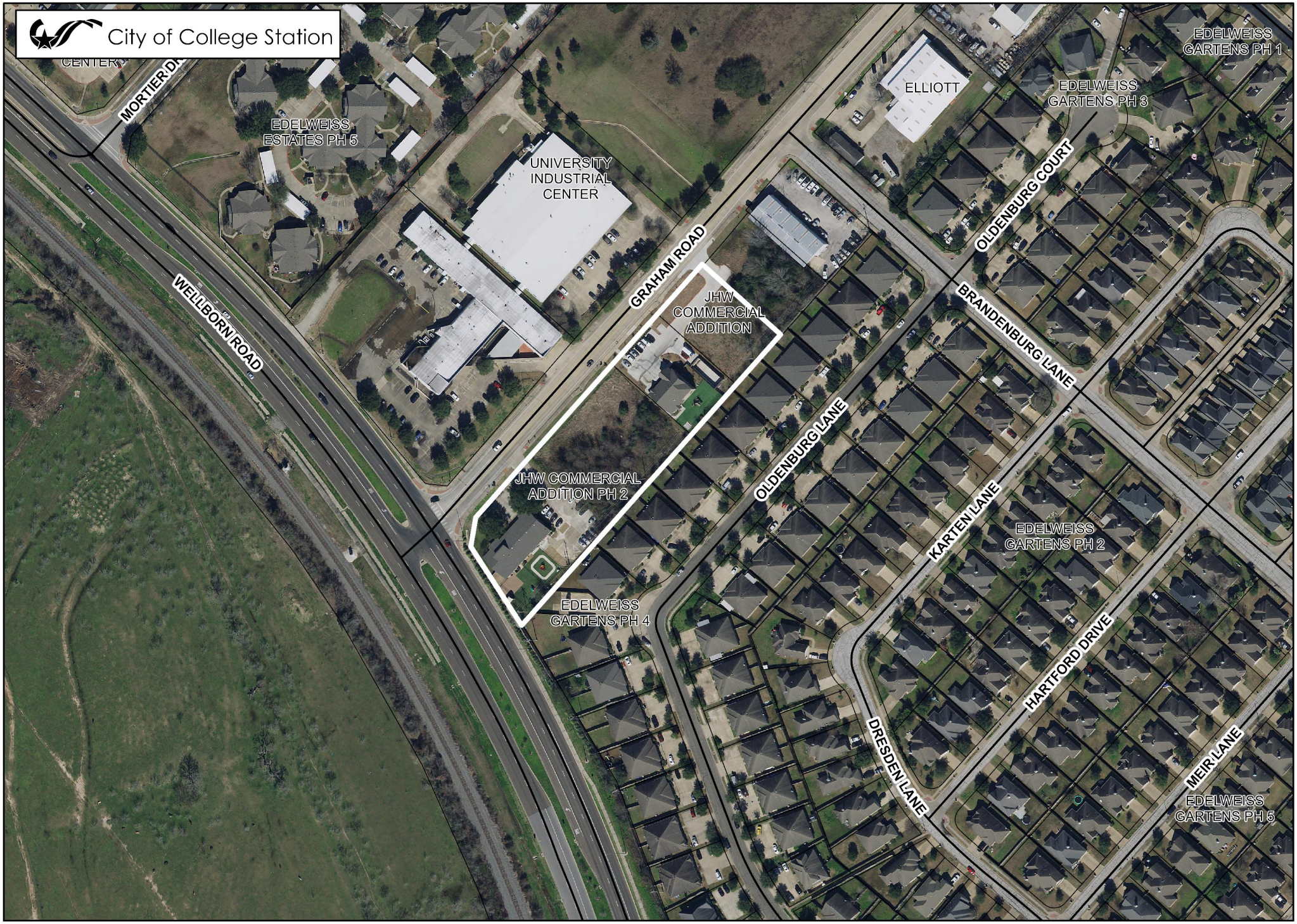
That the "Official City of College Station Comprehensive Plan" is hereby amended by amending a portion of the map titled "Future Land Use & Character" from Business Center to Neighborhood Commerical for the following property:



VICINITY MAP



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
No warranty is made by the City of College Station regarding specific accuracy or completeness.



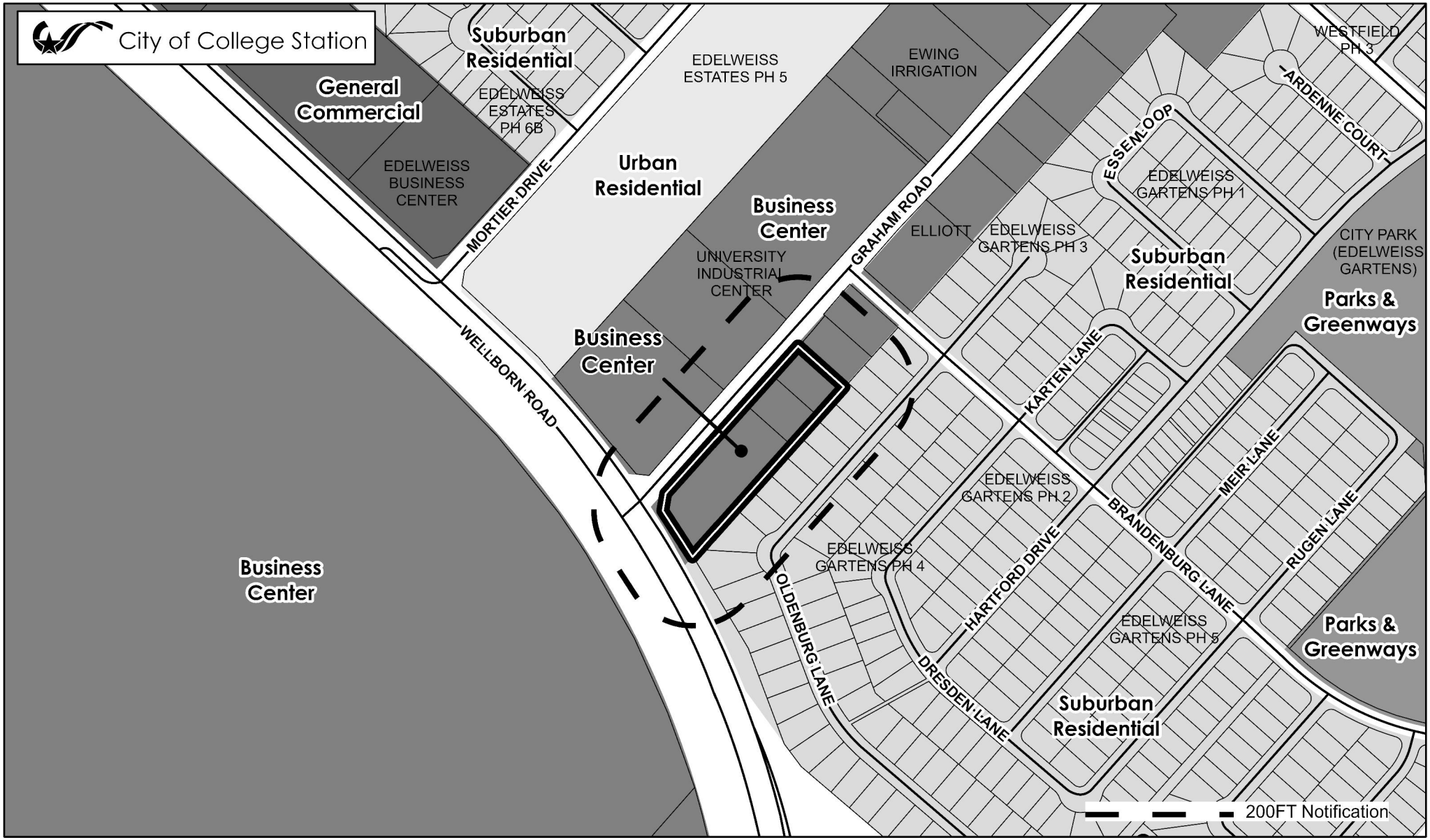
NORTH

0 205 410 Feet

WOODS OFFICE BUILDING

Case: CPA2022-000011

COMPREHENSIVE PLAN AMENDMENT



FUTURE LAND USE DISTRICTS (In Grayscale)

Residential
- Urban Residential
- Mixed Residential
- Suburban Residential
- Estate Residential
- Rural
- Neighborhood Conservation
- Middle Housing

Non-Residential
- General Commercial
- Neighborhood Commercial
- Business Center
- Medical

Combined Centers
- Urban Center
- Neighborhood Center

Other
- Institutional/Public
- TAMU
- Parks & Greenways
- Natural & Open Areas
- Redevelopment Areas

Wellborn
- Wellborn Commercial
- Wellborn Business Park
- Wellborn Suburban
- Wellborn Restricted Suburban
- Wellborn Estate
- Wellborn Estate - Open
- Wellborn Preserve
- Wellborn Preserve - Open

NORTH 0 390 780 Feet

WOODS OFFICE BUILDING

Case: CPA2022-000011 COMPREHENSIVE PLAN AMENDMENT

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE CENTRAL ZONE GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010034263065 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

PROPOSED SETBACK NOTES

ACCORDING TO THE CITY OF COLLEGE STATION ONLINE ZONING MAP REFERENCED ON 12/20/2022, THESE TRACTS ARE PROPOSED TO BE ZONED AS SUBURBAN COMMERCIAL (SC) IS SUBJECT TO THE FOLLOWING BUILDING SETBACKS (Z) AS SHOWN HEREON:

FRONT SETBACK - 25'
SIDE SETBACK (INTERIOR) - 7.5'
SIDE SETBACK (STREET) - 15'
REAR SETBACK - 15'

SCALE: 1" = 30'

0 30 60 90 Feet

LEGEND:

ORBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

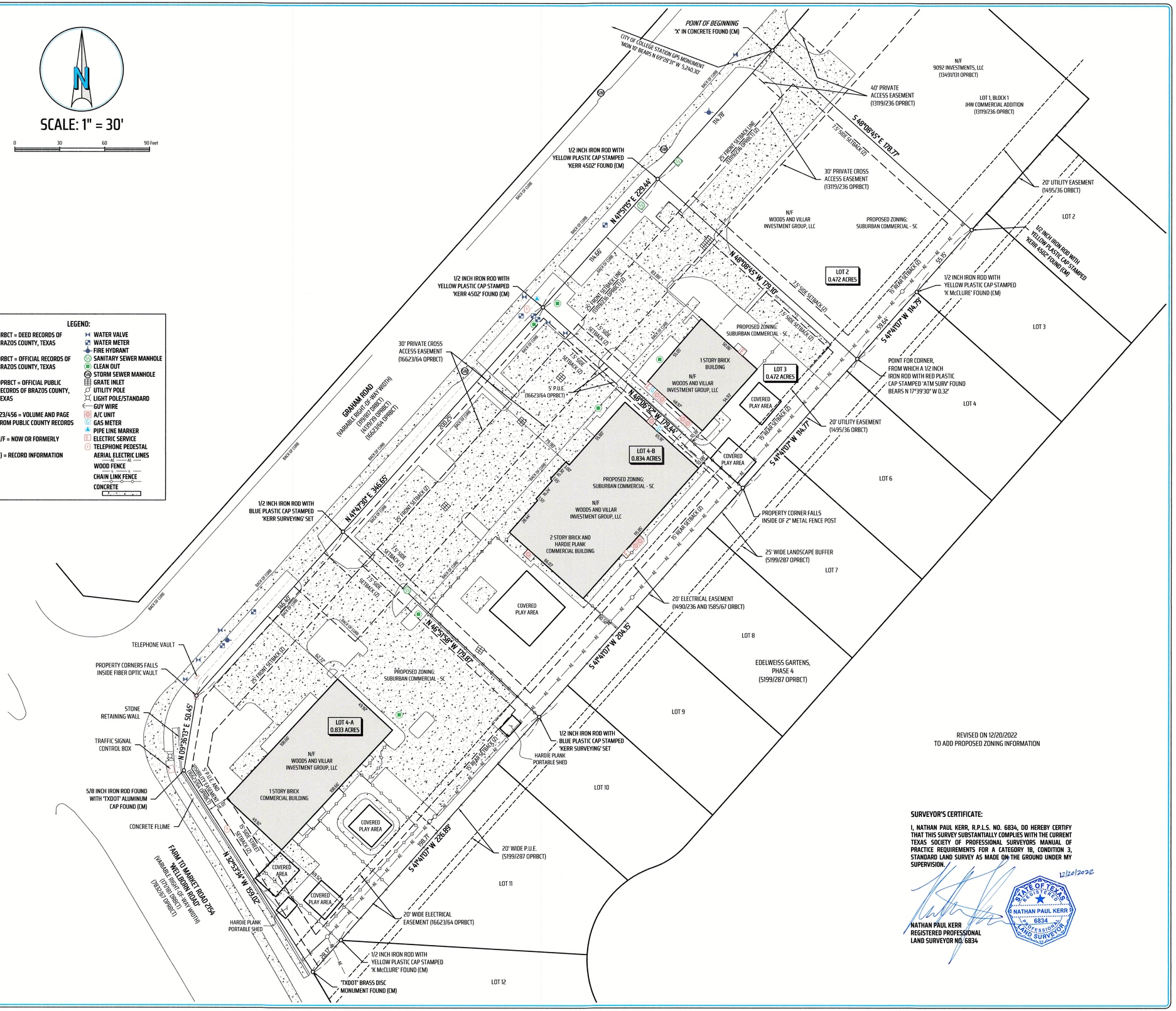
OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

- WATER VALVE
- WATER METER
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- CLEAN OUT
- STORM SEWER MANHOLE
- GRATE INLET
- UTILITY POLE
- LIGHT POLE/STANDARD
- GUY WIRE
- A/C UNIT
- GAS METER
- PIPE LINE MARKER
- ELECTRIC SERVICE
- TELEPHONE PEDESTAL
- AERIAL ELECTRIC LINES
- WOOD FENCE
- CHAIN LINK FENCE
- CONCRETE



FLOOD PLAIN NOTES:

THIS TRACT LIES WITHIN FLOOD ZONE 'X' UNSHADED AND DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA SUBJECT TO THE 1% ANNUAL CHANCE FLOOD (100 YEAR FLOOD PLAIN) ACCORDING TO THE BRAZOS COUNTY FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48041C0310F, REVISED DATE: 04-02-2014.

SURVEYOR'S CERTIFICATE:

I, NATHAN PAUL KERR, R.P.L.S. NO. 6834, DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 3, STANDARD LAND SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION.

12/20/2022

STATE OF TEXAS REGISTERED NATHAN PAUL KERR 6834 PROFESSIONAL LAND SURVEYOR

NATHAN PAUL KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6834

TSPS STANDARD LAND SURVEY PLAT
OF
LOTS 4-A AND 4-B, BLOCK 1
JHW COMMERCIAL ADDITION PHASE 2
VOLUME 18240, PAGE 182 OPRBCT
AND LOTS 2 AND 3, BLOCK 1
JHW COMMERCIAL ADDITION
VOLUME 13119, PAGE 236 OPRBCT
ROBERT STEVENSON LEAGUE NO. 2 SURVEY, ABSTRACT 54
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 30 FEET
SURVEY DATE: 12-02-2022 | PLAT DATE: 12-08-2022
JOB NUMBER: 22-961 | CAD NAME: 22-961-BOUNDARY-S
POINT FILE: 22-961-ALL (cont);
DRAWN BY: RCU CHECKED BY: NPK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: April 20, 2023
Advertised Council Hearing Date: May 15, 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 HOA

Property owner notices mailed: 26
Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: 1 at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Business Center	M-1 Light Industrial	Light Industrial (with outdoor storage, manufacturing/assembly)
South	Suburban Residental	D- Duplex	Duplex Residential
East	Business Center	SC- Suburban Commerical	Commercial (daycare)
West	Business Center	N/A	Wellborn Rd (6-lane major arterial)

DEVELOPMENT HISTORY

Annexation: March 1992

Zoning: A-O Agriculture Open (1992)
Rezoned from A-O Agriculture Open to M-2 Heavy Industrial (1993)
Rezoned from M-1 Light Industrial to C-3 Light Commerical Commercial (2011)

Final Plat: JHW Commercial Addition PH 2

Site development: The western lots have been developed as a daycare and the remainder of the eastern JHW lots will be an expansion of the daycare.

COMP PLAN APPLICATION
SUPPORTING INFORMATION

Name of Project: WOODS OFFICE BUILDING

Address: 100 GRAHAM RD

Legal Description: JHW COMMERCIAL ADDN PH 2, BLOCK 1, LOT 4-A, ACRES 0.0000

Total Acreage: 2.611

Applicant:: J4 ENGINEERING

Property Owner: WOODS & VILLAR INVESTMENT GROU

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

Land Use & Character designation

What is the amendment requested?
Business Center to Neighborhood Commercial

What is the reason for the amendment?
Existing zoning is retired and lot sizes do not support M2 zoning.

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

Noted property is currently developed as a daycare center with one remaining lot left to develop. This lot would like to be an expansion of existing daycare facility.

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

As noted above, property is already develop as a daycare center and lot 2 of this block would be an expansion of that daycare center.

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

As noted above, property is already develop as a daycare center and lot 2 of this block would be an expansion of that daycare center.

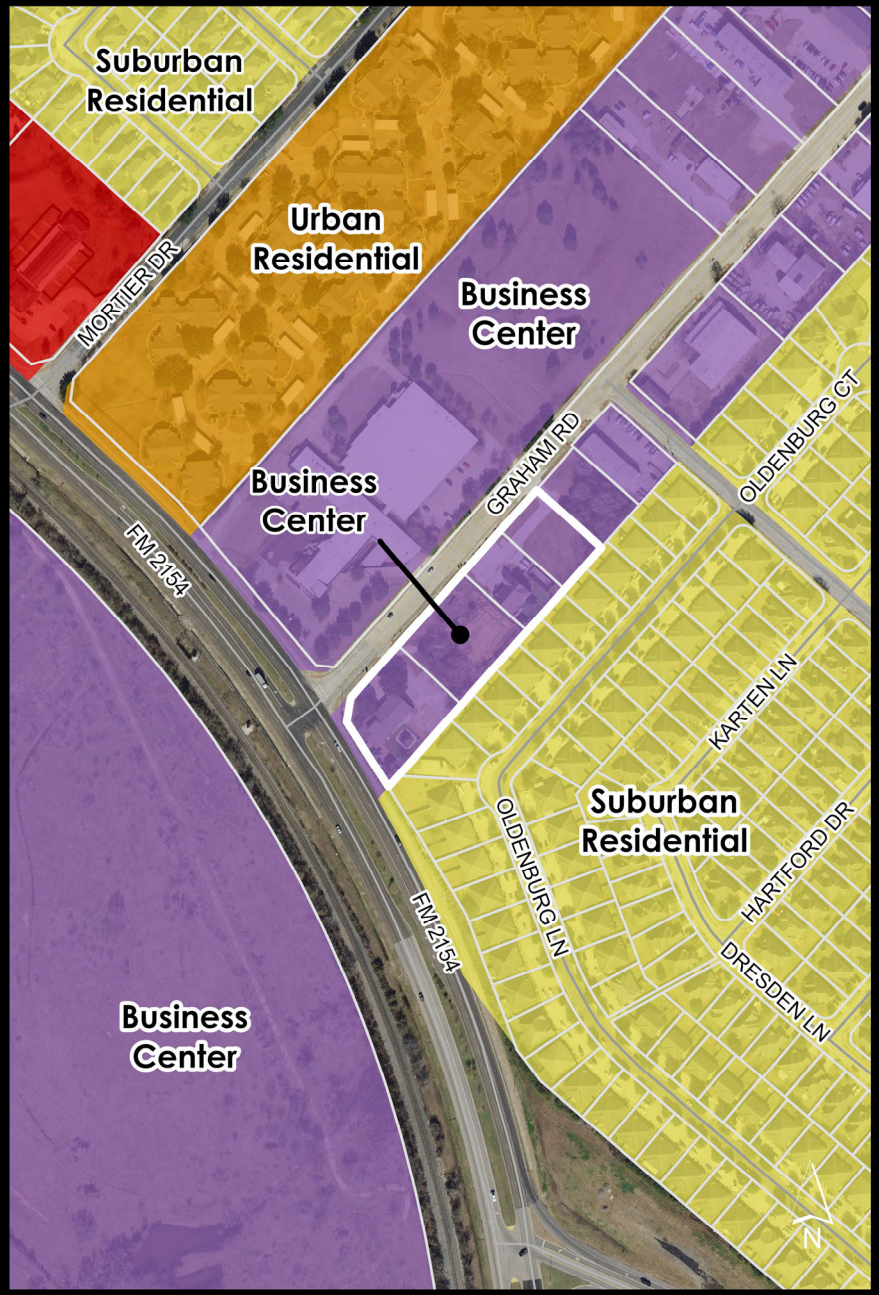
List any other reasons to support this zone change.

N/A

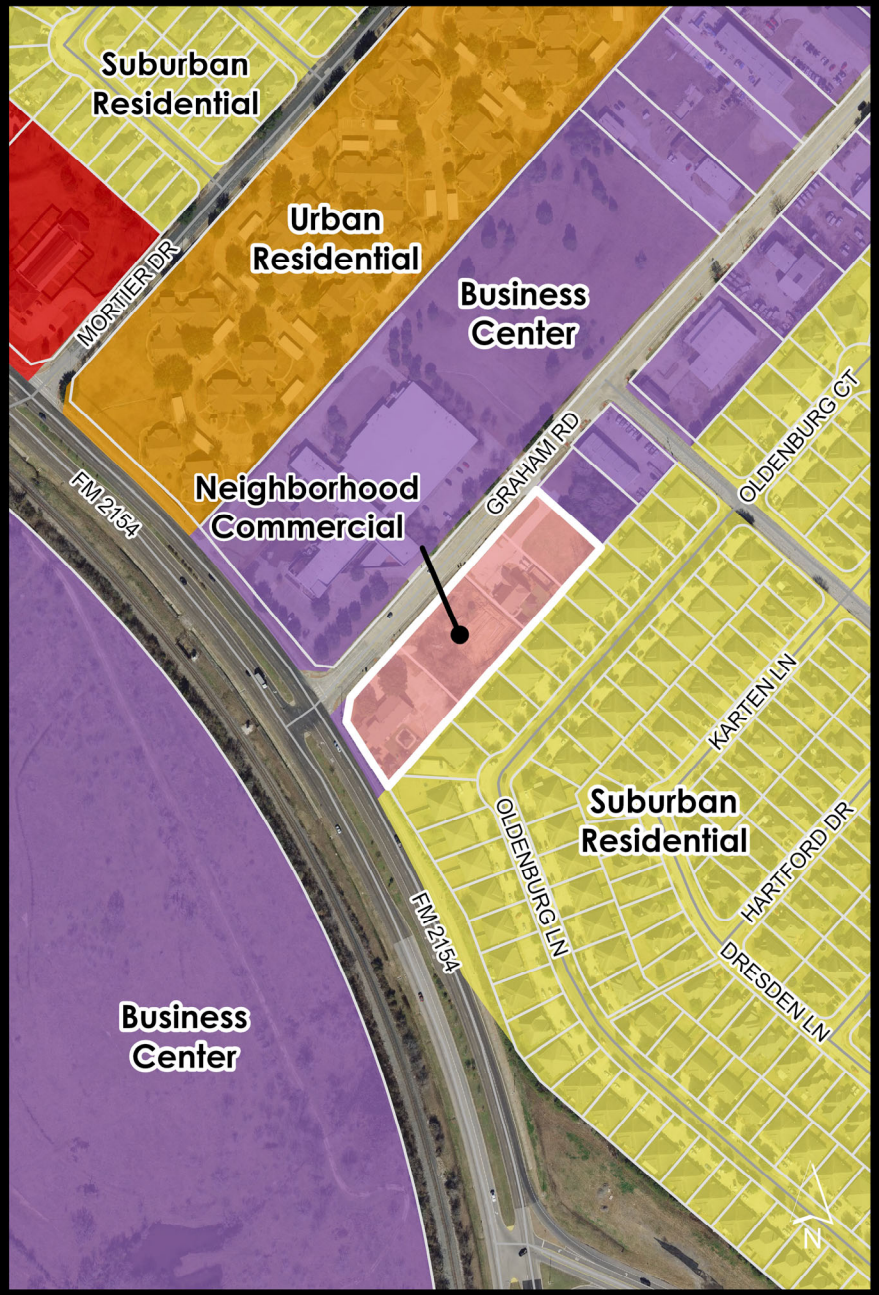
List any other additional properties.

100-170 Graham Rd
JHW Commercial Addition Ph2 Lots 2,3,4A & 4B

EXISTING
Future Land Use



PROPOSED
Future Land Use



May 15, 2023
Item No. 9.5.
Egremont Court Improvements Construction Contract

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a construction contract with Texas Materials Group, Inc. dba Gulf Coast a CRH Company in the amount of $287,807 plus the City's contingency in the amount of $30,000 for a total appropriation of $317,807 for Egremont Court Drainage Improvements. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

Relationship to Strategic Goals:
Core Services and Infrastructure
Neighborhood Integrity

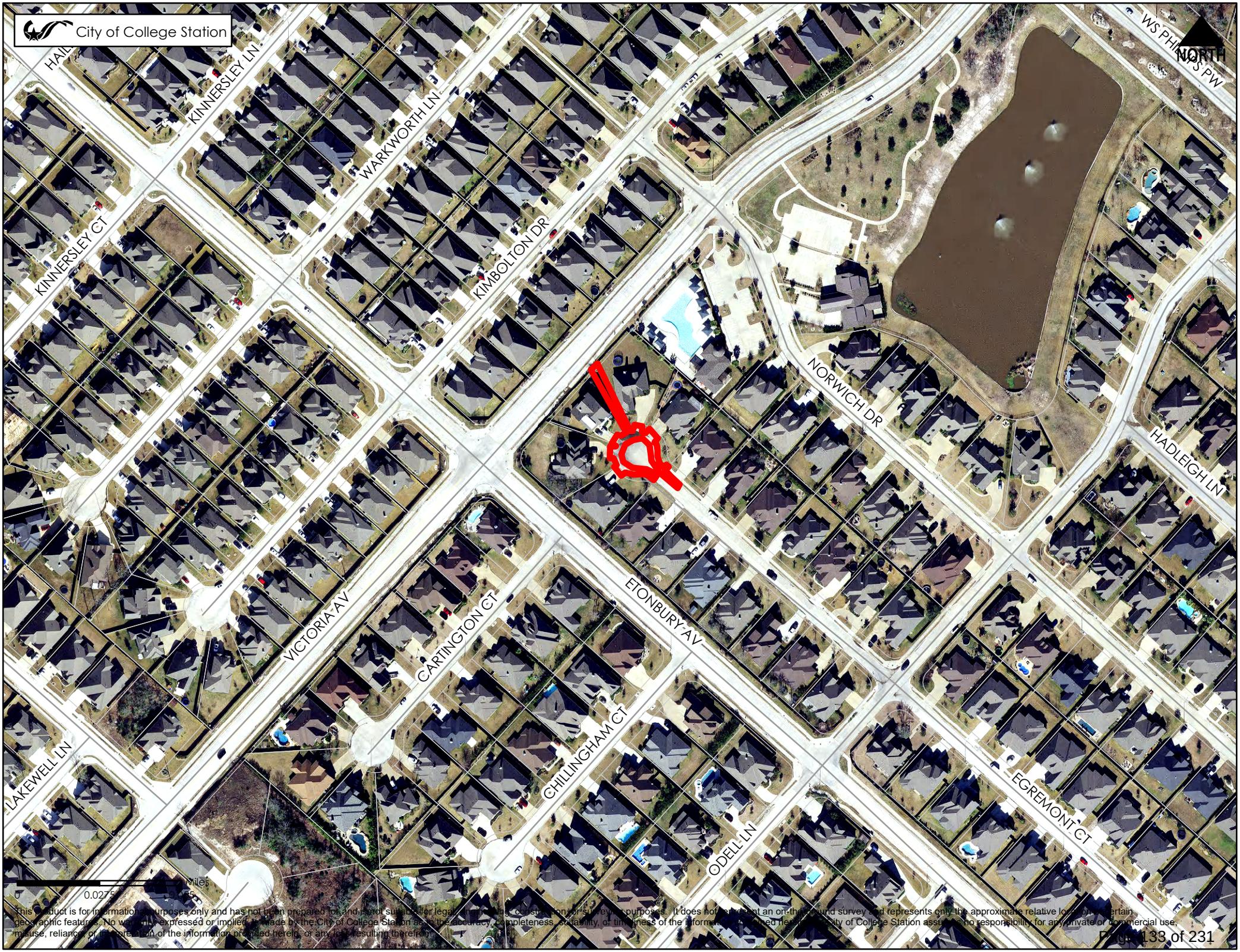
Recommendation(s): Staff recommends approval.

Summary:
This project is to eliminate water ponding in the Egremont Court Cul-De-Sac where the pavement has subsided. The work includes removal and replacement of the subsided concrete pavement, a drainage system which will drain the concrete pavement to a new location, and all the various items required to complete this construction.

This project was procured using the Competitive Sealed Proposals (CSP) Delivery Method. Two proposals were received and evaluated. The proposal by Texas Materials Group was found to provide the best value to the City of College Station.

Budget & Financial Summary: Budget in the amount of $350,000 is included for this project in the Streets Projects Fund. A total of $21,426 has been expended or committed to date, leaving a balance of $328,574 for contract and future expenses.

Attachments:
1. Egremont Court Project Map
2. Egremont Court Project Vendor Signed Contract



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CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 23300506 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Drainage Improvements at Egremont Court

Name of Contractor: Texas Materials Group, Inc. dba Gulf Coast a CRH Company

CONTRACT TOTAL VALUE: $ 287,807.00 **Grant Funded** Yes ☐ No ■
If yes, what is the grant number: ☐

Debarment Check ☐ Yes ☐ No ☐ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ■ N/A
Davis Bacon Wages Used ■ Yes ☐ No ☐ N/A
Buy America Required ☐ Yes ☐ No ■ N/A
Transparency Report ☐ Yes ☐ No ■ N/A

■ **NEW CONTRACT** ☐ **RENEWAL #** N/A ☐ **CHANGE ORDER #** N/A ☐ **OTHER** N/A

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
Award to winning proposal from RFP (CSP) 23-037
Funding source - Funds available in project #ST-2204

CRC Approval Date*: N/A *(If required)** **Council Approval Date*:** 5/15/2023 **Agenda Item No*:** N/A

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

Insurance Certificates: RU **Performance Bond:** AD **Payment Bond:** AD **Info Tech:** N/A

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

ASST CITY MGR – CFO — DATE

LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

N/A
MAYOR (if applicable) — DATE

N/A
CITY SECRETARY (if applicable) — DATE

__Original(s) sent to CSO on ____ Scanned into Laserfiche on ____ ____Original(s) sent to Fiscal on ____

CITY OF COLLEGE STATION
STANDARD FORM OF CONSTRUCTION AGREEMENT

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and **Texas Materials Group, Inc. dba Gulf Coast a CRH Company** (the "Contractor") for the construction and/or installation of the following:
Drainage improvement project at Egremont Court.

1. DEFINITIONS

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

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

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

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

1.05 Contingency Amount. The term "Contingency Amount" shall mean and be understood as referring to the amount established and appropriated by the City, to be used exclusively by the City and in the City's sole discretion, to pay City-authorized costs associated with Change Orders and other related expenses for this Project. The Contractor agrees that the Contingency Amount, if any, is established by and is for the sole use of the City, that the Contingency Amount is not included in the Contract Amount, and that the Contractor has no right to use or receive any Contingency Amount unless authorized by the City in a written and duly authorized change order. The City's Contingency Amount is: Twenty Eight Thousand Seven Hundred Eighty and 70 **/100 Dollars ($28,780.70**).

1.06 Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: Two Hundred Eighty Seven Thousand Eight Hundred Seven and 00 **/100 Dollars ($287,807.00**).

1.07 Contract Documents. The term "Contract Documents" shall mean those documents listed in Section 2.01.

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

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

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

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

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

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

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

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

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

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

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

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

1.20 Substantially Completed. The term "Substantially Completed" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the Work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

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

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

2. CONTRACT DOCUMENTS

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

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

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

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

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

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

3. AWARD OF CONTRACT

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

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

4. CITY'S REPRESENTATIVE

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

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

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

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

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

5. INDEPENDENT CONTRACTOR

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

5.02 Standard of Care. The Work shall be performed in a good and workmanlike manner, and in accordance with this Agreement, and all applicable laws, codes, and regulations. The construction of the Project is subject to amendments and adjustments to the Contract required by any applicable changes in regulations or requested or approved by in writing by the City. If at any time during the progress of the Work the Contractor becomes aware of any errors or omissions in the Plans or Specifications for this Project or that the Agreement deviates from applicable legal requirements, Contractor shall promptly provide written notice thereof to the City. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention.

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

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

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

6. DISORDERLY EMPLOYEES

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

7. HOURS OF WORK

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

8. NATURE OF THE WORK

8.01 It is understood and agreed that the Contractor has, by careful examination, studied and compared the Plans and other Contract Documents, satisfied itself as to the nature and location of the Work, the conditions of

the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the Work, the time needed to complete the Work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the Work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the City as a request for information in such form as the City may require. However, the Contractor shall not perform any act or do any Work that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

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

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

9. POST-AGREEMENT AWARD MEETINGS

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

(a) Schedule for performance of the Work ("Construction Schedule"). Project Schedule contemplated, including the starting and ending date, as well as an indication of the completion of stages of Work hereunder. Such document, once approved by the City and, if applicable, the City's Consultant shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit E**. If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance. The Construction Schedule shall not be modified except by written change order. Additional days or changes to the number of days in the Construction Schedule shall also be by written change order. After a written change order is approved and fully executed by all parties, the Contractor shall submit an updated Construction Schedule that reflects changes authorized by approved change orders. The Construction Schedule shall not exceed time limits current under the Contract Documents, shall be submitted with each pay application, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

(b) The names and addresses of all proposed subcontractors in writing.

(c) Schedules of the starting and ending dates of subcontractors and the scope of Work contemplated for subcontractors.

(d) Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.

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

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

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

10. PROGRESS OF WORK

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

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

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

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

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

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

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

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

(g) In the event that it is determined by the City that the progress of the Work is not in accordance with the approved Construction Schedule, the City may so inform the Contractor and require the Contractor to take such action as is necessary to insure completion of the Project within the time specified.

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

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

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

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

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

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

11. SITE CONDITIONS AND MANAGEMENT

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

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

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

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

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

11.06 The Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as any information furnished by the City, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the City and the Consultant any errors, inconsistencies or omissions discovered by or made known to the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor acknowledges the City does not represent nor warrant the accuracy or completeness of information provided by the City related to existing conditions and

locations of existing utilities and services. Such information if provided, is provided to the Contractor as a matter of convenience and does not substitute for the Contractor using due diligence to reasonably observe and or to access space to determine errors, inconsistencies or omissions. In all cases of interconnection of the Work with existing conditions, Contractor shall verify at the site all dimensions relating to such existing conditions.

11.07 Contractor's Structures. The building or locating of structures or the erection of tents or other forms of protection will be permitted only at such places as City's Representative shall permit. The Contractor shall not damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the City. The City may charge the Contractor for any damage or injury to the City, its property, or third persons as a result of the location or use of such structures.

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

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

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

12. MATERIALS

12.01 Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do

not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

12.02 All materials shall be approved by the City prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other agreement reserving unto seller any right, title, or interest therein. Title to all materials, but not risk of loss, shall pass to the City upon delivery to the Project.

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

(a) Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.

(b) Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.

(c) Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.

(d) The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.

(e) Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense and shall be responsible for all shipping costs.

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

12.05 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly

removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

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

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

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

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

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

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

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

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

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

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

13. ENTRY, OBSERVATION, TESTING & POSSESSION

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

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

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

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

14. REJECTED WORK

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

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

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

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

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

15. SUBCONTRACTING & SUBCONTRACTORS

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

15.02 Subcontractors must be approved by City's Representative prior to hiring or beginning any work on the Project. If City's Representative judges any subcontractor to be failing to perform the Work in strict accordance with the drawings and specifications, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. Contractor's subcontract agreement shall provide that subcontractors shall assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Work, which the Contractor, by these Documents, assumes toward the City and Consultant. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

16. PAYMENT

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

16.02 Progress Payment Applications. The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by City's Representative. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require ("Schedule of Values"). The Schedule of Values shall not overvalue early job activities and shall follow the trade divisions of the Specifications so far as possible. Modifications must be approved by City. This schedule, unless objected to by the City, shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit F**. The Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 15th day of each month, the Contractor shall submit to City's Representative, for approval or

modification, an updated Project Schedule and a statement, backed by the Schedule of Values, showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the ***preceding*** month. The statement shall also include the value of all materials not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the Work.

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

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

OR:

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

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

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

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

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

16.09 Unless otherwise provided in the Contract Documents:

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

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

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

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

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

(a) Defective work other than defects in design provided to Contractor by a person other than Contractor's agents, contractors, fabricators, or suppliers, or its consultants, of any tier for non-critical infrastructure.

(b) Failure to timely disclose in writing to the City of a known defect, inaccuracy, inadequacy, or insufficiency in the plans, specifications or other design documents.

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

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

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

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

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

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

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

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

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

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

17. EXTRA WORK CHARGES

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

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

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

OR:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) No indirect or consequential damages will be allowed.

(2) All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned man loading to actual man loading, or any other analysis that is used to show damages indirectly.

(3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.

(4) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

18. TIME OF COMPLETION

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

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

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

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

19. SUBSTANTIAL COMPLETION

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

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

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

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

20. FINAL COMPLETION

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

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

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

21. DELAYS

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

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

21.03 No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay in the progress of the Work, unless such delays (1) are caused by the actual interference, fraud, bad faith or misrepresentation by the City or its agents, (ii) extend for an unreasonable length of time; or (iii) were not contemplated by the parties at the time of contracting. In the event of any delay entitling Contractor to an increase in Contract Amount, except when due to City's intentional interference or fraud, Contractor's recovery shall be limited as outlined in Section 21.04 below. The City's reasonable exercise of any of its rights or remedies under the Contract, regardless of the extent or frequency, shall not under any circumstances be construed as interference with the Contractor's performance of the Work.

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

22. EXTENSIONS OF TIME

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

(a) An act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;

(b) By changes ordered in the Work, or reductions thereto approved in writing;

(c) By "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the National Weather Service Forecast Office for Easterwood Airport in College Station, Texas (KCLL/CLL); or

(d) By other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's Proposal or decision to bid.

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

23. LIQUIDATED DAMAGES

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

23.02 As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either

Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Section 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of Five Hundred and 00 /100 DOLLARS ($500.00) for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

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

> **The Contractor warrants that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative, and all work will be of good quality, free from faults and defects (other than defects from third parties as set out in Chapter 59 Texas Business and Commerce Code relating to non-critical infrastructure), and in conformance with this Agreement, the other Contract Documents, and recognized industry standards .**

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

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

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

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

25.06 Defective Work Discovered During Warranty Period. If any of the Work is found or determined to be either defective, including obvious defects under warranty as set forth in this Section 25, or otherwise not in accordance with this Agreement within one (l) year after the date of the issuance of a certificate of Final Completion of the Work or a designated portion thereof, whichever is longer, or within one (l) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by

law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly, upon receipt of written notice by the City, correct the defective work at no cost to the City.

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

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

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

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

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

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

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

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

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

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

from any losses that may result from the filing or enforcement of any said lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

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

27. INSURANCE

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

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

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

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

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

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

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

- **(a)** General Liability insurance shall be written by a carrier rated "A:VIII" or better in accordance with

the current A.M. Best Key Rating Guide.

(b) Limit of $1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of $2,000,000.00 which limits shall be endorsed to be per Project.

(c) Coverage shall be at least as broad as ISO form GC 00 01.

(d) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for the City's review and acceptance.

(e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

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

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

(b) Minimum Combined Single Limit of $1,000,000.00 per occurrence for bodily injury and property damage.

(c) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.

(d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.

(e) Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of $1,000,000.00, where such exposures exist.

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

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

27.07 Additional Insured.

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

27.08 Builder's Risk

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

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

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

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

(a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers' Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

(b) Workers' Compensation/ Employer's Liability insurance shall include the following terms:

1. Employer's Liability minimum limits of $1,000,000.00 for each accident/each disease/each employee are required.

2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

3. Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

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

"A. Definitions:

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

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

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

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

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

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

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

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

persons providing services on the project; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The company is authorized to do business in the State of Texas.

(b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Department of Insurance or ISO.

(c) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

28. BOND PROVISIONS

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

(a) The Contractor shall execute performance and payment bonds for the full Contract Amount and, if required by Contractor's surety to cover increases in the dollar amounts or amount of Work that is increased by a duly authorized change order, Contractor shall secure performance and payment bond riders to increase the dollar amounts and coverages of the performance and payment bonds.

(b) The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.

(c) The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit B, together with valid original powers of attorney, **at the time of execution of this Agreement by Contractor and prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit B.**

(d) The performance and payment bonds, and any subsequently issued bond riders, shall remain in effect for a period of one (1) year after Final Completion of the Work and shall be extended for any warranty work to cover the warranty period.

(e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

28.02 The Contractor may make such changes and alterations as the City may require in the Work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits. If the City makes changes or alterations that render useless any work already done or material already used in said work, then the City shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the Work as originally planned, in accordance with the provisions of Article 17.

29. SURETY

29.01 If the Contractor has abandoned the Project or the City has terminated the Contract for cause and the Contractor's Surety, after notice demanding completion is sent, fails to commence the completion of the Work in compliance with this Agreement, then the City at its option may provide for completion of the Work in either of the following manners:

(a) The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

(b) The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the Work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Section 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the Work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

29.02 Should the cost to complete the Work exceed the Contract Amount and the Contractor fails to pay the amount due to the City within the time designated and there remains any machinery, equipment, tools, materials, or supplies on the Project site, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual

written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City's Representative to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

29.03 In the event the account shows that the cost to complete the Work is less than that which would have been the cost to City had the Work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the Project site shall be turned over to the Contractor.

30. COMPLIANCE WITH LAW

30.01 The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, codes, and directions of inspectors appointed by proper authorities having jurisdiction.

30.02 The Contractor shall perform and require all subcontractors to perform the Work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

30.03 The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

31. SAFETY PRECAUTIONS

31.01 All safety measures, policies and precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the College Station Fire Department marked "Attn.: Assistant Chief".

31.02 The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the Work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the Work as may be necessary.

31.03 The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the Work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

31.04 Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in this Agreement, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as defined in this Agreement). **In the event Contractor**

engages in any of the activities prohibited in this Section 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its respective officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this section 31.04.

31.05 In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner violative of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to City in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of City if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project site, **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from Contractor's failure to stop the Work.**

31.06 City and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

31.07 It is the Contractor's responsibility to comply with all Environmental Laws (as defined in this Agreement) based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

32. TRENCH SAFETY

The Contractor must comply with Texas law regarding trench excavation exceeding five feet in depth and in accordance with the following items:

32.01 The Contractor must comply with the requirements of Subchapter 756 of the Tex. Health & Safety Code Ann. §756.022-023, and the requirements of 29 C.F.R., Subpart P – Excavations (sections 1926.650 et. seq.) of the Occupational Safety and Health Administration Standards, as amended.

32.02 The Contractor must include a separate pay item for trench safety complying with trench safety requirements, stating a unit price per linear foot of trench safety systems, as measured along the centerline of trench including manholes and other line structures.

32.03 Before beginning work on this project, the Contractor must submit to the City a complete trench safety program that complies with state and federal regulations. It is the sole duty, responsibility and prerogative of the Contractor, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

32.04 The Contractor must provide the City the name of the "competent person" required by OSHA standards to perform the trench safety inspections. The Contractor must make daily inspections to ensure that the systems

comply with all applicable laws and regulations, and must maintain a permanent record of daily inspections available for examination by the City or other government authority.

32.05 If evidence of possible cave-ins or slides is apparent, the Contractor must cease all work in the trench and surrounding area until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench.

33. INDEMNITY

33.01 CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THE CONTRACT DOCUMENTS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.

33.02 The indemnification contained in Section 33.01 shall include but not be limited to the following specific instances:

(a) The City is damaged due to the act, omission, mistake, fault or default of the Contractor.

(b) In the event of any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.

(c) In the event of any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.

(d) In the event of any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.

(e) The removal of all debris related to the Work.

(f) The acts and omissions of the subcontractors it hired.

(g) The Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

33.03 The indemnification obligations of the Contractor under this section shall <u>not</u> extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

33.04 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Section 33.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

33.05 The indemnity provisions provided herein shall survive the termination or expiration of this Agreement.

33.06 The indemnification obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers compensation acts, disability benefit acts or other employee benefit acts. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

34. RELEASE

34.01 The Contractor assumes full responsibility for the Work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's Work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

35. PERMITS AND LICENSES

35.01 The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the Work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

36. ROYALTIES AND LICENSING FEES

36.01 THE CONTRACTOR SHALL PAY ALL ROYALTIES AND LICENSING FEES. THE CONTRACTOR SHALL HOLD THE CITY HARMLESS AND INDEMNIFY THE CITY FROM THE PAYMENT OF ANY ROYALTIES, DAMAGES, LOSSES OR EXPENSES INCLUDING ATTORNEY'S FEES FOR SUITS, CLAIMS OR OTHERWISE, GROWING OUT OF INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS, MATERIALS AND METHODS USED IN THE PROJECT. IT SHALL DEFEND ALL SUITS OR CLAIMS FOR INFRINGEMENT OF ANY PATENT RIGHTS. FURTHER, IF THE CONTRACTOR HAS REASON TO BELIEVE THAT THE DESIGN, SERVICE, PROCESS, OR PRODUCT

SPECIFIED IS AN INFRINGEMENT OF A PATENT, IT SHALL PROMPTLY GIVE SUCH INFORMATION TO CITY'S REPRESENTATIVE.

37. BREACH OF CONTRACT & DAMAGES

37.01 The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

37.02 Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

(a) If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or

(b) If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or

(c) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

38. TERMINATION FOR CAUSE

38.01 At any time, and without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety for any of the following:

(a) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or

(b) If a receiver, trustee, or liquidator of any of the property or income of the Contractor is appointed; or

(c) If the Contractor fails to prosecute the Work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

(d) If the Contractor fails to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or

(e) If the Contractor fails for any reason other than the failure by City's Representative to make payments called upon when due; or

(f) If the Contractor abandons the Work.

(g) If the Contractor commits a material default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

39. TERMINATION FOR CONVENIENCE

39.01 The performance of the Work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the Work is terminated, and the date upon which termination becomes effective.

39.02 In the event of termination for convenience, the Contractor shall only be paid the reasonable value of the Work performed prior to the effective date of the termination notice and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience, Contractor Waives and Releases any claim for lost profit, other than profit on Work performed prior to the effective date of such termination.

40. RIGHT TO COMPLETE

40.01 If this Agreement is terminated for cause, the City shall have the right but shall not be obligated to complete the Work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment, without rental obligation therefor, and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the Work itself or by others, pursuant to the foregoing, then the Contractor and/or Contractor's surety will reimburse City for all costs incurred by the City (including, without limitation, applicable, general, administrative expenses, field overhead, the cost of necessary equipment, materials, field labor, additional fees paid to architects, engineers, attorneys or others to assist the City in connection with the termination and liquidated damages) in completing and/or correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

41. CLOSE OUT

41.01 After receipt of a notice of termination, whether for cause or convenience, unless otherwise directed by City's Representative, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including the protection of City's property). Among other things, the Contractor shall, except as otherwise directed or approved by City's Representative, do the following:

(a) Stop the work on the date and to the extent specified in the notice of termination;

(b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the Work as is not terminated;

(c) Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination;

(d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;

(f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the Work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred.

42. TERMINATION CONVERSION

42.01 Upon determination of Court of competent jurisdiction that termination of the Contractor pursuant to Section 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Section 39 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Section 39.

43. HIRING

43.01 During the term of this Agreement and for a period of one (1) year thereafter, the Contractor agrees not to solicit for hire any employee or employees of the City that were associated with work specified under this Agreement. In the event that this provision is breached by the Contractor, the Contractor agrees to pay the City damages in the amount equal to twelve (12) months of the employee's total compensation plus any legal expenses associated with enforcement of this provision.

44. ASSIGNMENT

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

45. EFFECTIVE DATE

45.01 This Agreement goes into effect when duly approved by all the parties hereto and is contingent upon Contractor obtaining the bonds required herein.

46. OTHER TERMS

46.01 Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

46.02 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Agreement as exhibits that conflict with such laws, or that conflict with the terms and conditions herein

excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Agreement excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Agreement without necessity of additional consideration.

46.03 Written Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

46.04 Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

46.05 Amendment. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

46.06 Mediation. After receipt of a written notice of a claim, the City may elect to refer the matter to the City's Consultant, City's Representative or another party for review. Contractor will attend meetings called to review and discuss the claims and mitigation of the problem, and shall furnish any reasonable factual backup for the claim requested. The City may also elect to defer consideration of the claim until the Work is completed, in which case the same review options shall be available to the City at the completion of the Work. At any stage, the City, at its sole discretion, is entitled to refer a claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and, if this referral is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any claim, excepting termination or under City's direction to stop the Work. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall share the Mediator's fee and any filing fees equally and the Mediation shall be held in College Station, Texas.

46.07 Arbitration. In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

46.08 Choice of Law and Place of Performance. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

46.09 Authority to do business. The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this Agreement.

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

46.11 Waiver. Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

46.12 Headings, Gender, Number. The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

46.13 Agreement Read. The parties acknowledge that they have had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.

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

46.15 Notice of Indemnification. City and Contractor hereby acknowledge and agree that this Agreement contains certain indemnification obligations and covenants.

46.16 Verification No Boycott. To the extent applicable, this Contract is subject to the following:

(a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Contract;

(b) Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and

(c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Contractor herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

List of Exhibits

- **A.** Wage Rates
- **B.** Performance & Payment Bonds
- **C.** Certificates of Insurance
- **D.** Plans & Specifications
- **E.** Construction Schedule
- **F.** Schedule of Values

TEXAS MATERIALS GROUP, INC.
DBA GULF COAST A CRH COMPANY

By: Kyle Lewis

Printed Name: Kyle Lewis

Title: Area Manager

Date: 4/24/2023

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
DAVIS BACON WAGE RATES

"General Decision Number: TX20220007 01/07/2022

Superseded General Decision Number: TX20210007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClennon and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/07/2022

* SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.56	
ELECTRICIAN	$ 26.35	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.94	
Structures	$ 12.87	
LABORER		
Asphalt Raker	$ 12.12	
Flagger	$ 9.45	
Laborer, Common	$ 10.50	
Laborer, Utility	$ 12.27	
Pipelayer	$ 12.79	
Work Zone Barricade Servicer	$ 11.85	
PAINTER (Structures)	$ 18.34	
POWER EQUIPMENT OPERATOR:		
Agricultural Tractor	$ 12.69	
Asphalt Distributor	$ 15.55	
Asphalt Paving Machine	$ 14.36	
Boom Truck	$ 18.36	
Broom or Sweeper	$ 11.04	
Concrete Pavement Finishing Machine	$ 15.48	
Crane, Hydraulic 80 tons or less	$ 18.36	
Crane, Lattice Boom 80 tons or less	$ 15.87	
Crane, Lattice Boom over 80 tons	$ 19.38	
Crawler Tractor	$ 15.67	
Directional Drilling Locator	$ 11.67	
Directional Drilling Operator	$ 17.24	
Excavator 50,000 lbs or Less	$ 12.88	
Excavator over 50,000 lbs	$ 17.71	
Foundation Drill, Truck Mounted	$ 16.93	
Front End Loader, 3 CY or Less	$ 13.04	
Front End Loader, Over 3 CY	$ 13.21	
Loader/Backhoe	$ 14.12	
Mechanic	$ 17.10	
Milling Machine	$ 14.18	
Motor Grader, Fine Grade	$ 18.51	
Motor Grader, Rough	$ 14.63	
Pavement Marking Machine	$ 19.17	
Reclaimer/Pulverizer	$ 12.88	
Roller, Asphalt	$ 12.78	
Roller, Other	$ 10.50	
Scraper	$ 12.27	
Spreader Box	$ 14.04	

Trenching Machine, Heavy....$ 18.48

Servicer.....$ 14.51

Steel Worker
Reinforcing.....$ 14.00
Structural.....$ 19.29

TRAFFIC SIGNAL INSTALLER
Traffic Signal/Light Pole
Worker.....$ 16.00

TRUCK DRIVER
Lowboy-Float.....$ 15.66
Off Road Hauler.....$ 11.88
Single Axle.....$ 11.79
Single or Tandem Axle Dump
Truck.....$ 11.68
Tandem Axle Tractor w/Semi
Trailer.....$ 12.81

WELDER.....$ 15.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

1. Payment greater than prevailing wage rate as listed within this document not prohibited per Texas Government Code, Chapter 2258, Prevailing Wage Rates, Subchapter A. General Provisions.

2. Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.

3. The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 & 1/2) times the base hourly rate.

4. The rates listed are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew.

5. Except for Heavy/Highway Construction, building construction wage rates shall be paid to all workers except those workers engaged in site work and construction beyond five feet of buildings.

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Bond No. 014252706

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
THE COUNTY OF BRAZOS §

THAT WE, Texas Materials Group, Inc. dba Gulf Coast, A CRH Company, as Principal, hereinafter called "Contractor" and the other subscriber hereto Liberty Mutual Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Two Hundred Eighty Seven Thousand Eight Hundred Seven and 00 /100 Dollars ($ 287,807.00) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of College Station for Egremont Court Drainage Improvements; RFP No. 23-037; Contract No. 23300506, all of such Work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of College Station or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of College Station shall retain certain amounts due the Contractor until the expiration of thirty (30) days from the acceptance of the Work is intended for the City's benefit, and the City of College Station shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of College Station or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be

done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom. Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond and it does hereby waive notice of any such change in Contract Time or Contract Sum.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless the City of College Station from any liability, loss, cost, expense, or damage arising out of or in connection with the Work done by the Contractor under the Contract. In the event that the City of College Station shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees incurred by the city in connection with such suit.

This bond and all obligations created hereunder shall be performable in Brazos County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party. A copy of surety agent's "Power of Attorney" must be attached hereto.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

Bond No. 014252706

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation) **(SEAL)**
WITNESS: (if not a corporation)

Texas Materials Group, Inc. dba Gulf Coast, A CRH Company
(Name of Contractor)

By: Esmeralda Delgado

Name: Esmeralda Delgado

Title: Administrative Assistant

Date: 5/15/2023

By:

Name: Kyle Lewis

Title: Area Manager

Date: 5/15/2023

FOR THE SURETY:
ATTEST/WITNESS

LIBERTY MUTUAL INSURANCE INCORPORATED 1912 MASSACHUSETTS COMPANY
Seal No. 4440

By: JRichmond

Name: Jessica Richmond

Title: Witness

Date: 5/15/2023

Liberty Mutual Insurance Company
(Full Name of Surety)

PO Box 34526

Seattle, WA 98124
(Address of Surety for Notice)

By: S. Gross

Name: Stephanie Gross

Title: Attorney-in-Fact

Date: 5/15/2023

FOR THE CITY:

REVIEWED:

City Attorney

THE FOREGOING BOND IS ACCEPTED ON BEHALF OF THE CITY OF COLLEGE STATION, TEXAS:

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

Contract No. 23300506
Construction Agreement Over $50,000
Form 12-15-2022

TEXAS STATUTORY PAYMENT BOND

Bond No. 014252706

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
THE COUNTY OF BRAZOS §

THAT WE, Texas Materials Group, Inc. dba Gulf Coast, A CRH Company, as Principal, hereinafter called "Principal" and the other subscriber hereto Liberty Mutual Insurance Company, a corporation organized and existing under the laws of the State of Massachusetts, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Two Hundred Eighty Seven Thousand Eight Hundred Seven and 00/100 Dollars ($ 287,807.00) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of College Station, dated the 15th day of May, 2023, for Egremont Court Drainage Improvements; RFP No. 23-037; Contract No. 23300506, referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Sum. A copy of surety agent's "Power of Attorney" must be attached hereto.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

Bond No. 014252706

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation) **(SEAL)**
WITNESS: (if not a corporation)

Texas Materials Group, Inc. dba Gulf Coast, A CRH Company
(Name of Contractor)

By: Esmeralda Delgado

Name: Esmeralda Delgado

Title: Administrative Assistant

Date: 5/15/2023

By:

Name: Kyle Lewis

Title: Area Manager

Date: 5/15/2023

FOR THE SURETY:
ATTEST/WITNESS

Seal No. 4440

By: JRichmond

Name: Jessica Richmond

Title: Witness

Date: 5/15/2023

Liberty Mutual Insurance Company
(Full Name of Surety)

PO Box 34526

Seattle, WA 98124
(Address of Surety for Notice)

By: S.G.

Name: Stephanie Gross

Title: Attorney-in-Fact

Date: 5/15/2023

FOR THE CITY:

REVIEWED:

City Attorney

THE FOREGOING BOND IS ACCEPTED ON BEHALF OF THE CITY OF COLLEGE STATION, TEXAS:

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

Contract No. 23300506
Construction Agreement Over $50,000
Form 12-15-2022

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208665-022029

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amanda Turman-Avina; Barbara Norton; Jennie Goonie; Jessica Richmond; Joyce Johnson; Laura E. Sudduth; Mario Arzamendi; Mary Ann Garcia; Philip N. Bair; Stephanie Gross; Tannis Mattson; Teuta Luri

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of August, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of August, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of May, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Liberty Mutual
SURETY

Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Liberty Mutual Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Liberty Mutual Surety Claims **at** 206-473-6210
Online: www.LibertyMutualSuretyClaims.com
Email: HOSCL@libertymutual.com
Mail: P.O. Box 34526 Seattle, WA 98124

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene, un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Deparamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Liberty Mutual Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Liberty Mutual Surety Claims **al** 206-473-6210

En línea: www.LibertyMutualSuretyClaims.com

Correo electrónico: HOSCL@libertymutual.com

Dirección postal: P.O. Box 34526 Seattle, WA 98124

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Liberty Mutual.
SURETY

As part of its business continuity efforts during the pendency of the COVID-19 pandemic, Liberty Mutual Insurance Company ("LMIC") on behalf of itself and the companies listed below has authorized its Attorneys-in-Fact to affix its corporate seal for surety obligations in a digital format in lieu of its traditional raised seal to any bond issued on its behalf by any such Attorney-in-Fact:

Liberty Mutual Insurance Company
Liberty Mutual Fire Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
Safeco Insurance Company of America
American States Insurance Company

LMIC agrees and affirms on behalf of itself and the other companies listed herein, that the digital corporate seal referenced above has the same binding effect when affixed to a bond or a Power of Attorney document as if it were a raised corporate seal.

Effective this 23rd day of March, 2020.

By: _____
Renee C. Llewellyn, Assistant Secretary

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/18/2023

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
Liberty Mutual Insurance Co. National Insurance East
500 N 3rd St, Suite 300
Wausau, WI 54403

www.LibertyMutual.com

CONTACT NAME: Valerie Reece
PHONE (A/C, No, Ext): 513-867-3822 **FAX (A/C, No):**
E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Liberty Insurance Corporation	42404
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Texas Materials Group, Inc. (211-BAY)
DBA Gulf Coast a CRH Americas Materials Company
3003 Kilgore Parkway
Baytown TX 77523

COVERAGES **CERTIFICATE NUMBER:** 73929633 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY	✓	✓	TB2-C81-004095-112	9/1/2022	9/1/2023	EACH OCCURRENCE	$ 2,000,000
	☐ CLAIMS-MADE ✓ OCCUR			XCU Coverage Included			DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	✓ Primary/Non-Contributory						MED EXP (Any one person)	$ 50,000
	✓ Separation of Insured						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ✓ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	☐ OTHER:							$
A	**AUTOMOBILE LIABILITY**	✓	✓	AS2-C81-004095-122	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
A	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS			AS2-C81-054502-522	9/1/2022	9/1/2023	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			Physical Damage only:			PROPERTY DAMAGE (Per accident)	$
				Comprehensive Ded $10,000				$
				Collision Ded $10,000				
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N		✓	WA7-C8D-004095-022	9/1/2022	9/1/2023	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		All except OH, ND, WA, WY			E.L. EACH ACCIDENT	$ 1,000,000
B	**(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WC7-C81-004095-012	9/1/2022	9/1/2023	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
				WI, MN			E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

RE: Egremont Court Drainage Improvements; RFP No. 23-037; Contract No. 23300506.
City of College Station, Texas is listed as additional insured with regards to the general liability and automobile liability policies, on a primary and non-contributory basis, where required by written contract.
Waiver of subrogation is included in favor of the additional insured, where required by written contract, and where applicable by law.

CERTIFICATE HOLDER

City of College Station, Texas
P. O. Box 9960
1101 Texas Avenue
College Station TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Valerie P. Reece
Valerie Reece

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Policy Number: AS2-C81-004095-122, AS2-C81-054502-522
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:
Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.
Premium: $ INCL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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Policy Number: AS2-C81-004095-122, AS2-C81-054502-522, TB2-C81-004095-112
Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule

Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
Where required by written contract	Where required by written contract	90

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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with its permission.

POLICY NUMBER: TB2-C81-004095-112

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

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

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 below:

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 below.
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 below:

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.

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SCHEDULE

Designated Construction Project(s):

All Projects.

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

© Insurance Services Office, Inc., 2008

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

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

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

whichever is less.

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	**Location(s) Of Covered Operations**
Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance	Any location listed in such agreement

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

 © Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provided liability insurance	Any location listed in such agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

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

1. Required by the contract or agreement; or

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

whichever is less.

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

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Policy Number: TB2-C81-004095-112
Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

Schedule

Name of Person(s) or Organization(s): Any person or organization for which such coverage is required by written contract prior to a loss

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) shown in the Schedule of this endorsement that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph **4. Other Insurance** of **Section IV – Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph **4. Other Insurance** of **Section IV – Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

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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

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 below 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 below.

SCHEDULE

Name Of Person Or Organization:

As required by written contract or agreement entered into prior to loss.

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

© Insurance Services Office, Inc., 2008

NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Schedule on file with the Company	Schedule on file with the Company	90

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-C8D-004095-022 Effective Date Premium $

Issued to CRH Americas, Inc.

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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 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:

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-C8D-004095-022 Effective Date Premium $

Issued to CRH Americas, Inc. Endorsement No.

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EXHIBIT D
PLANS AND SPECIFICATIONS

PROPOSAL FORM

Date: March 9, 2023

PROPOSAL FROM: Texas Materials Group, Inc. dba Gulf Coast a CRH Company

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

The Undersigned proposes to furnish all labor, services, materials, tools and necessary equipment for the drainage improvement project at Egremont Court set out by the Plans and Specifications, in strict accordance with the Contract Documents.

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

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

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

BASE PROPOSAL: Stipulated Total Bid of: ($ 250,471.00)

CALENDAR DAYS: Total number of calendar days to substantial completion is 90 days.

RECEIPT OF ADDENDA
I hereby acknowledge receipt of the following Addenda: 1

CONTRACTOR NAME: Texas Materials Group, Inc. dba Gulf Coast a CRH Company

CONTRACTOR SIGNATURE: 3/9/23

Engineers Quantity Estimate					
Item #	Quantity	Units	Description	Unit Price	Extended Price
1	1	LS	Mobilization	28,000.00	$ 28,000.00
2	1	LS	Traffic Control - See Special Conditions	5000.00	$ 5,000.00
3	436	SY	Demo Conc Pavement leaving Existing Rebar for Connection or Drill and Grout #4 bars @ 16" O.C.	48.00 ~~MJ~~ M2	$ 20,928.00
4	436	SY	Excavate subgrade 12" below bottom of pavement	56.00	$ 24,416.00
5	146	CY	12" of compacted Cement Stabilized Sand (under 6" Concrete Pavement/Driveway)	120.00	$ 17,520.00
6	319	SY	Concrete Pavement-6" High Early Strength Concrete Pavement w #4 Bars @ 16" O.C.E.W. centered in 3500 psi concrete.	156.00	$ 49,764.00
7	111	SY	Concrete Driveways-6" High Early Strength Concrete Pavement w #4 Bars @ 16" O.C.E.W. centered in 3500 psi concrete with Exposed Aggregate Finish (match existing)	200.00	$ 22,200.00
7a	7	SY	Concrete Driveways-6" High Early Strength Concrete Pavement w #4 Bars @ 16" O.C.E.W. centered in 3500 psi concrete.	215.00	$ 1505.00
8	320	LF	Lay Down Curb Integral to Concrete Pavement, Match Dimensions of Detail ST1-00	45.00	$ 14,400.00
9	3	Ea.	12" Wide Square Type Q Grate where Drain enters Curb Line	370.00	$ 1110.00
10	1	Ea.	5' Non-Rec. Curb Inlet	8000.00	$ 8000.00
11	206	LF	15" HDPE (ADS N-12 w/ Water Tight Joints)	72.00 ~~MJ~~ M	$ 14,832.00 ~~MJ~~ M
12	20	LF	4" PVC (Sch 40 PERFORATED with Filter Fabric)	122.00	$ 2440.00
13	45	CY	Open Graded Aggregate Trench Backfill (Type B or C Filter Material with Filter Fabric)	235.00	$ 10,575.00
14	1	Ea.	4'x2' J-Box	4500.00	$ 4500.00
15	1	EA	Connect to Box	1500.00	$ 1500.00
16	54	SY	Remove Sidewalk	35.00	$ 1890.00
17	54	SY	Concrete Sidewalk (Detail SW1-02)	120.00	$ 6480.00
18	33.2	LF	Remove and Replace (in kind) Wood Fence and Gate	55.00	$ 1826.00
19	2	EA	Remove Trees & Shrub Beds	300.00	$ 600.00
20	44	LF	SWPP-Tree Protection	32.00	$ 1408.00
21	359	LF	SWPP-Silt Fence	3.00	$ 1077.00
22	2	EA	SWPP-Storm Drain Inlet Protection	500.00	$ 1000.00
23	2	EA	SWPP-Sediment Control Log	200.00	$ 400.00
24	200	SY	Sod Yard	8.00	$ 1600.00
25	1	EA	Remove Waterline Blow-Off and Cap Waterline	1500.00	$ 1500.00
26	1	EA	"Hold" Light Pole adjacent to Curb Inlet	1000.00	$ 1000.00
27	1	EA	Clean Up	5000.00	$ 5000.00
			Base Bid Total:		250,471.00 MJ

			Bid Alternate A		$ -
28	-436	SY	Excavate subgrade 12" below bottom of pavement	56.00	$ - 24,416.00
29	-146	CY	12" of compacted Cement Stabilized Sand (under 6" Concrete Pavement/Driveway)	120.00	$ - 17,520.00
30	436	SY	Cement stabilize Existing subgrade (4% cement 12" deep)	120.00	$ 52,320.00
			Bid Alternate A Total:		$ 10,384.00
			Bid Alternate B		$ -
31	-436	SY	Excavate subgrade 12" below bottom of pavement	56.00	$ - 24,416.00
32	-146	CY	12" of compacted Cement Stabilized Sand (under 6" Concrete Pavement/Driveway)	120.00	$ - 17,520.00
33	436	SY	Lime Stabilize Existing Subgrade (assume 8% Lime)	158.00	$ 68,888 -
			Bid Alternate B Total:		$ 26,952 -
			Bid Alternate C		$ -
34	-206	LF	~~15" HDPE (ADS N-12 w/ Water Tight Joints)~~	72.00	$ - 14,832.00
35	206	LF	~~15" PP (ADS "HP Storm" per ASTM F2881 w/ Water Tight Joints)~~	79.55	$ 16,387.30
			Bid Alternate C Total:		$ 1555.30 -

287,807.00 Total Contract:

May 15, 2023
Item No. 9.6.
College Station and Bryan Fire and EMS Automatic Aid and Mutual Aid Interlocal Agreement

Sponsor: Richard Mann, Chief of Fire and Emergency Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an interlocal agreement with the City of Bryan for fire and EMS automatic and mutual aid.

Relationship to Strategic Goals:

1. Good Governance
2. Core Services

Recommendation(s): Staff recommends approval of the interlocal agreement between the City of College Station and the City of Bryan for Fire/EMS automatic and mutual aid with the proposed reimbursement clause.

Summary: The City of College Station has been in discussions with the City of Bryan since June 2021 regarding revision of the 1997 automatic aid agreement for fire and EMS services between the City of College Station and the City of Bryan fire departments. Council direction from March 9, 2023 was to continue negotiations with the City of Bryan to establish an ILA that included an annual financial adjustment in alignment with the EMS contract with the Brazos County. This proposed ILA will reduce the reliance on City of College Station EMS resources by the City of Bryan and provides for an annual financial payment of $550 per EMS run difference between aid given and received.

Budget & Financial Summary: None

Attachments:
1. College Station Bryan Fire EMS ILA 2023 FinalV2

COLLEGE STATION AND BRYAN
FIRE AND EMS AUTOMATIC AID AND MUTUAL AID
INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is by and between the **CITY OF COLLEGE STATION,** a Texas Home Rule Municipal Corporation (College Station), and the **CITY OF BRYAN**, a Texas Home Rule Municipal Corporation (Bryan), collectively referenced as the Parties, each acting by and through their authorized agents.

WHEREAS, the Parties are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter into a joint agreement for the performance of the governmental functions of providing fire department services and emergency medical services; and

WHEREAS, College Station and Bryan are authorized under Section 342.011 of the Texas Local Government Code to provide fire department services and Chapter 774 of the Texas Health & Safety Code to contract with each other to provide emergency medical services; and

NOW, THEREFORE, in consideration of the mutual promises, benefits, and covenants made herein, the Parties agree as follows:

I. DEFINITIONS

The following words and phrases have the following meanings unless the context clearly indicates otherwise:

1.1 **Automatic Aid** means the immediate dispatch of the closest appropriate resource to all Delta and Echo designated incidents in either jurisdiction.

1.2 **Chief** means Fire Chief or Fire Chief's designee.

1.3 **Mutual Aid** means the Parties will assist one another by furnishing personnel, equipment, or expertise from the other only when the Requesting Agency is depleted or in need of a specialized resource from appropriate resources the other Agency. The Chief approves Mutual Aid requests.

1.4 **Requesting Agency** means the Party requesting assistance.

1.5 **Responding Agency** means the Party providing assistance.

1.6 **Responsible Party** means any person, company, organization, or entity responsible for causing an emergency response or mitigation for a hazmat release or technical rescue including, but not limited to:

a. Current facility or site owners or operators,

b. Past facility or site owners or operators when hazardous materials were disposed,

c. Generators or entities arranging for the disposal or transport of hazardous materials, or

d. Hazardous materials transporters selecting the site where the hazardous materials are brought.

II. PROVIDING AID

2.1 The Parties agree to cooperate in providing aid with fire and EMS personnel for fire service, EMS, technical rescue response, hazardous materials response, securely sharing sensitive and non-sensitive information and records, and providing additional resources and equipment outside their jurisdictions, subject to availability and the Chief's discretion.

a. Requesting Aid. The Requesting Agency's Chief should request aid, including the amount and type of equipment and/or resources as well as the number of personnel and the specific dispatch location.

b. Providing Aid. The Providing Agency's Chief in his or her sole discretion, has determined sufficient personnel, equipment, and resources are available for the specific assignment, and the health, safety, or welfare of the Responding Agency's citizens will not be endangered by dispatching personnel or equipment or resources outside of the Responding Agency's jurisdictional limits.

2.2 Automatic Aid Response to Fire and Emergency Medical Services.

Automatic Aid. Each Party will respond with Automatic Aid for any call for service from the other Party for Delta or Echo responses as determined by the dispatch center.

2.3 Mutual Aid Response to Fire and Emergency Medical Services.

Mutual Aid. Each Party will request Mutual Aid response for Omega, Alpha, Bravo, and Charlie level calls for service from the other Party only when the Requesting Party has no appropriate units available and the Responding Agency has the capacity to provide assistance.

2.4 EMS Mutual and Automatic Aid Reimbursement.

a. Payment. Within sixty (60) days after each fiscal year, the Responding Agency providing more EMS Mutual and Automatic Aid runs will invoice the other Party for the difference in runs in the amount of $550 per run.

b. Invoice. The invoice shall include appropriate and reasonable supporting documentation, including CAD incident, medical report numbers for each run, and other information as agreed to by the Parties, for the number of runs completed during the invoiced period. Upon receipt and acceptance of the amount based on the agreed upon supporting documentation, the Party required to make payment shall pay the invoice within thirty (30) days of receiving the invoice.

c. EMS Run. For reimbursement purposes, an EMS run is a single EMS request for assistance when the Responding Agency's ambulance arrives on location and personnel provide medical assistance beyond initial assessment to the patient and complete a medical report.

d. Maximum Amount. The maximum EMS Run amount shall not exceed $550 per run.

i. Example: If Responding Agency A makes 100 runs in a fiscal year into the other jurisdiction and Responding Agency B makes 80 runs into the other jurisdiction, then Responding Agency A invoices Responding Agency B for 20 runs. The calculation is: 20 runs x $550 = $11,000 (amount Responding Agency A invoices Responding Agency B).

2.5 Special Response Teams.

a. College Station Hazmat Response. College Station will invoice any Responsible Party for a Hazmat Response. If Bryan is the Responsible Party, College Station will invoice Bryan only for supplies and consumables. College Station will not invoice Bryan for personnel time related to a Hazmat Response.

b. Bryan Technical Rescue Response. Bryan will invoice any Responsible Party for a Technical Rescue Response. If College Station is the responsible party, Bryan will invoice College Station only for supplies and consumables. Bryan will not invoice College Station for personnel time related to a Technical Rescue Response.

III. PARTY RESPONSIBILITIES

3.1 Funds. The Responding Agency provides aid with available funds from current revenues. Neither Party is liable for failing to expend unbudgeted funds to provide aid.

3.2 Command. Responding personnel are under the command of the Requesting Agency's Chief, have the same powers as the Requesting Agency's personnel, and are deemed acting as personnel of the Requesting Agency regardless of compensation when responding to an incident. At no time will the Responding Agency's employees be considered employees of the Requesting Agency.

3.3 Authority. Personnel have the same fire and emergency medical services authority as if acting in their jurisdiction, and no other oath, bond, or compensation needs to be made or posted.

3.4 Communication. Communication between the Parties is determined by the Requesting Agency's officer in command of the incident. When practical, the primary means of communication shall be by telephone or two-way radio communications, either mobile-to-mobile or mobile-to–base, with the Requesting Agency providing communication center coordination. Routine day-to-day communications for aid are done by the most practical means.

3.5 Release of Aid. The Responding Agency's personnel will be released by the Requesting Agency when they are no longer needed. The Chief of the Responding Agency may at any time, in the Chief's sole discretion, withdraw the Responding Agency's aid or discontinue participation in any response.

3.6 Compensation. Responding Agency personnel will receive compensation and benefits from the Responding Agency. Personnel must receive the same wage, salary, pension, and any other compensation and benefits, including but not limited to injury or death benefits, workers

compensation benefits, and reasonable travel expenses as though they were responding in Responding Agency's jurisdiction.

3.7 Vehicles, Equipment, and Supplies. Each Party will be responsible for the purchase, maintenance, and replacement of that Party's vehicles, equipment, resources, and supplies.

3.8 Term and Termination. The initial Agreement term is one (1) year. The Agreement will automatically renew for successive one (1) year terms after the initial term, until terminated. Any Party wanting to terminate this Agreement must provide written notice to the other Party no less than thirty (30) days before the termination date.

IV. GENERAL TERMS

4.1 Interlocal Cooperation Act. The Parties to this Agreement are local governments as defined in the Interlocal Cooperation Act. Nothing in this Agreement will be construed as a waiver or relinquishment by either Party of its right to claim such exemptions, privileges, and immunities as may be provided by the Constitution and the laws of the State of Texas. No separate legal entity is created by this Agreement.

4.2 Amendment. The terms and conditions of this Agreement may be amended upon written mutual consent of each governing body.

4.3 Hold Harmless. To the extent permitted by the Constitution and the laws of the State of Texas, and subject to the limitations as to liability and damages in the Texas Tort Claims Act, and without waiving its governmental immunity, each Party agrees to hold harmless each other, its governing board, officers, agents, and employees for any liability, loss, damages, claims, or causes of action caused or asserted to have been caused directly or indirectly by any other party to this Agreement or any of its officers, agents, or employees, or as the result of its performance under this Agreement. Each Party remains solely responsible for any legal defense and any civil liability due to the acts or omission of each Party's employees. Notwithstanding any other terms in this Agreement, nothing is construed as a waiver of any legal defense or remedy of any nature to any claim against a Party.

4.4 Insurance. The Parties must maintain statutory workers' compensation coverage on each Party's employees, and each must carry additional insurance against public liability for injury to persons including death and property damage arising out of or in connection with this Agreement. Limits of liability of such insurance policies shall be in an amount not less than **$1,000,000.00 per occurrence with a $2,000,000.00 aggregate.**

4.5 Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, and understandings between the Parties relating to the subject matter of this Agreement. No oral understandings, statements, promises, or inducements contrary to the terms of this agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any Party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

4.6 Venue and Choice of Law. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos

County, Texas, United States of America, and venue shall be in any court having jurisdiction in Brazos County.

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

4.8 Waiver. Failure of any Party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused, unless the waiver shall be in writing and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to, waiver of, or excuse of any other different or subsequent breach.

4.9 Savings Clause. If one or more provisions or terms contained in this Agreement shall, for any reason, be held invalid, illegal, or otherwise unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision or term hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or term had never been contained herein.

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

4.11 Effective Date. This Agreement is effective when signed by the last Party signing, thereby making the Agreement fully executed.

4.12 Prior Agreement. On the Effective Date, this Agreement will terminate the previous Automatic Mutual Aid Agreement dated July 25, 1997.

4.13 Notice. Any official notices by one Party to another must be in writing and sent by certified mail return receipt requested, and properly addressed to the respective Parties as stated below. Any other day-to-day communication by the Parties' staff may be by any other means of sufficient communication.

COLLEGE STATION

Fire Chief
College Station Fire Department
P.O. Box 9960
1101 Texas Ave.
College Station, Texas 77842

with copy to:
City Manager
City of College Station
P.O. Box 9960
1101 Texas Ave.
College Station, Texas 77842

BRYAN

Fire Chief
Bryan Fire Department
330 W. William Joel Bryan Pkwy.
Bryan, Texas 77803

with copy to
City Manager
City of Bryan
P.O. Box 1000
Bryan, Texas 77805

[Signature Pages Follow]

EXECUTED this _____ day of _____, 2023 by **City of College Station**.

CITY OF COLLEGE STATION

By:

_____

Mayor

ATTEST:

APPROVED

_____

City Secretary

_____

City Manager

_____

City Attorney

_____

Assistant City Manager/CFO

EXECUTED this _____ day of _____, 2023 by **City of Bryan**.

CITY OF BRYAN

By:

_____

Bobby Gutierrez, Mayor

ATTEST:

_____

Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM:

_____

Thomas A. Leeper, City Attorney

May 15, 2023
Item No. 9.7.
TxDOT TA Grant Resolution - State Hwy 6 Shared-Use Paths

Sponsor: Jason Schubert

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding a resolution supporting the submission of a grant application to the Texas Department of Transportation for the State Highway 6 Shared-Use Path Project.

Relationship to Strategic Goals:

- Financial Sustainability
- Improving Mobility

Recommendation(s): Staff recommends approval.

Summary: In December 2022, the Texas Department of Transportation (TxDOT) issued a call for projects to local communities for funding assistance to help enhance bicycle and pedestrian safety, mobility, and connectivity through infrastructure projects and planning documents. Eligible projects for the Transportation Alternatives Set-Aside Program (TA) include bicycle improvements, shared-use paths, sidewalk improvements, other infrastructure related projects to improve safety for non-motorized transportation, and related planning documents. Project identification and selection of projects is based on criteria set by TxDOT including safety, connectivity and accessibility, geographic equity, community support and planning, and project readiness. It is anticipated that up to $250 million in grant funds will be awarded. A change in the grant program with this call for projects is that local jurisdictions can request that TxDOT District offices sponsor projects and applications for project submissions. The deadline for grant applications is June 5, 2023 and it is anticipated TxDOT will announce the awarded grants in October 2023.

The TxDOT Bryan District is in the process of designing the widening of State Highway 6 between State Highway 21 in the City of Bryan south to William D. Fitch Parkway in College Station. The project scope includes widening the highway from 4 to 6 lanes, making improvements to several interchanges, and providing shared-use paths. Currently, there are no bicycle or pedestrian facilities along the corridor, so this has limited access for these users along the frontage roads. TxDOT has indicated preliminary cost estimates exceed the roughly $270 million in funds secured for the project and is seeking additional sources to fund the full scope of the project. In conversations held at the Bryan/College Station Metropolitan Planning Organization (MPO), it was proposed that TxDOT would seek additional funding through the TA grant program. The TxDOT Bryan District is proposing grant applications for shared use paths along State Highway 6 in College Station and in the City of Bryan. Adopting the proposed resolution indicates support for the proposal in College Station’s jurisdiction. If a TA grant is not awarded for this project, TxDOT will continue to seek funds through other sources or modify the project as needed to fit within budget constraints.

The project consists of a 10-foot wide shared-use path along both frontage roads of State Highway 6 from William D. Fitch Parkway to the northern City limit. The project will also include curb ramps, pedestrian crossings, pedestrian buttons, pedestrian railing where needed, and a pedestrian bridge at Spring Creek. TxDOT has indicated preliminary estimates for the shared use paths for this section

are approximately $7.9 million.

Supporting the application will help further Council Strategic goals of Financial Sustainability by seeking grants and outside funding and Improving Mobility by providing streets that safely accommodate multimodal transportation. The Bicycle, Pedestrian, and Greenways Master Plan depicts sections of shared-use paths along the corridor in key areas, though it does not show planned shared-use paths along the entire corridor as it has not been seen as feasible to implement as a City-only project.

Budget & Financial Summary: The TA grant program covers up to 80% of construction costs, so local jurisdictions are required to provide a minimum local match of 20% for construction, 100% of design costs, and be responsible for any cost overruns. As this project is proposed to be sponsored by the TxDOT Bryan District, they will have full responsibility for design, construction, and maintenance of the project and the City will have no financial participation. A resolution is needed from the City Council to show support for the project and be provided as part of the documentation that TxDOT will submit for the application.

Attachments:

1. Resolution
2. Project Location Map

A RESOLUTION OF THE CITY COUNCIL OF THE COLLEGE STATION, TEXAS, SUPPORTING AN APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION 2023 TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM (TA) FOR THE STATE HIGHWAY 6 SHARED-USE PATH PROJECT.

WHEREAS, State Highway 6 is owned and maintained by the Texas Department of Transportation; and

WHEREAS, the Texas Department of Transportation issued a call for projects in December 2022 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside Program (TA); and

WHEREAS, the TA funds may be used for preliminary engineering and construction for development of pedestrian and/or bicycle infrastructure; and

WHEREAS, the Texas Department of Transportation Bryan District has agreed to serve as sponsor for the State Highway 6 Shared-Use Path Project.

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

PART 1: That the City Council hereby approves and supports the application of the project: State Highway 6 Shared-use Path Project as described in the 2023 TA Detailed Application; and

PART 2: That the City Council hereby authorizes the City Manager to execute documents necessary for the submission of the grant application to the Texas Department of Transportation and to act on its behalf with respect to any issues that may arise during processing of said application; and

PART 3: That the City Council hereby authorizes by resolution or ordinance, the City of College Station to enter into an agreement with the Texas Department of Transportation as needed should the project be selected for funding; and

PART 4: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this 15th day of May, 2023.

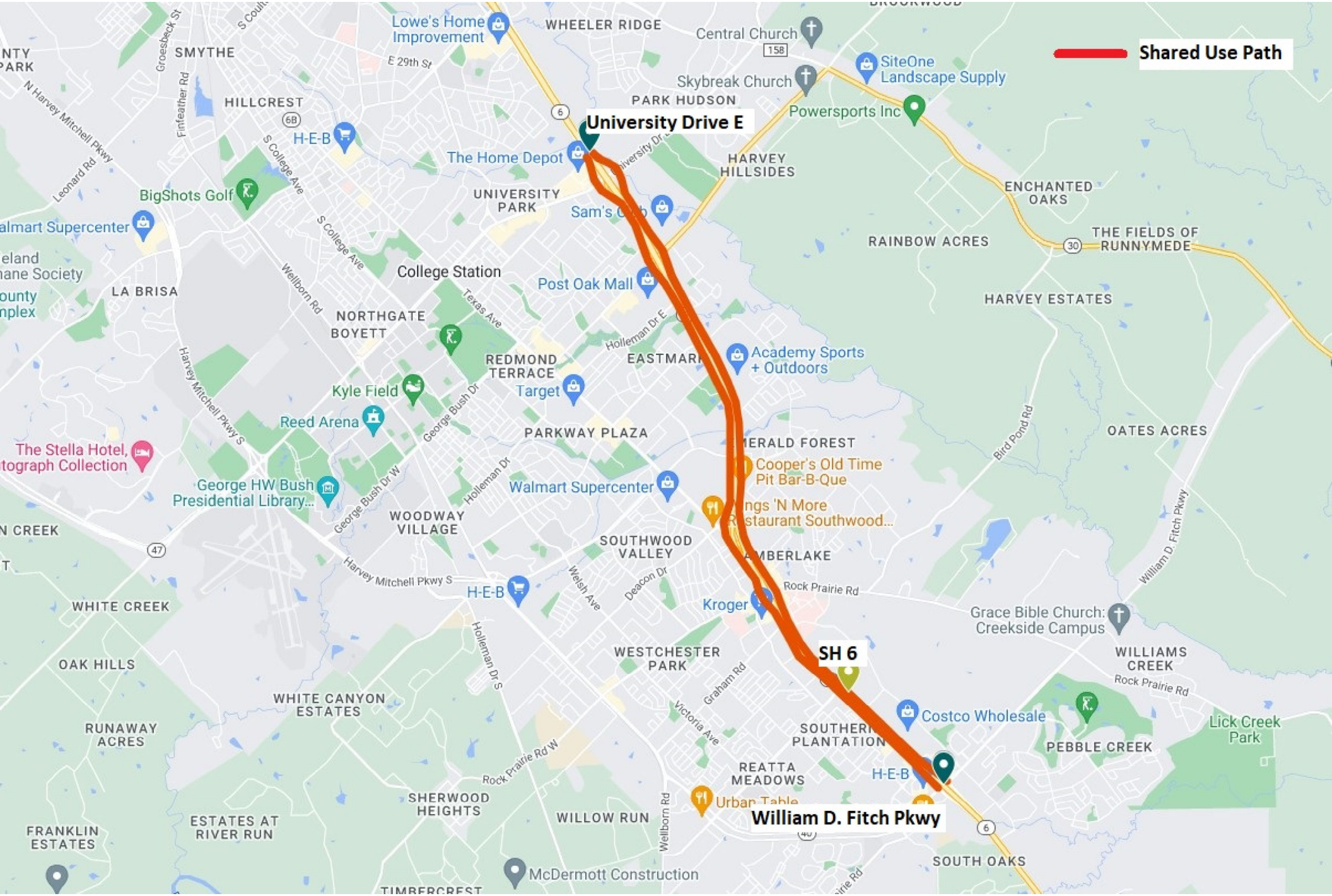
ATTEST: APPROVED:

_____ _____

City Secretary MAYOR

APPROVED:

City Attorney


Shared Use Path
University Drive E
SH 6
William D. Fitch Pkwy
Lowe's Home Improvement
WHEELER RIDGE
Central Church
SiteOne Landscape Supply
Skybreak Church
Powersports Inc
PARK HUDSON
SMYTHE
HILLCREST
H-E-B
The Home Depot
HARVEY HILLSIDES
ENCHANTED OAKS
BigShots Golf
UNIVERSITY PARK
Sam's Club
RAINBOW ACRES
THE FIELDS OF RUNNYMEDE
College Station
Post Oak Mall
LA BRISA
HARVEY ESTATES
NORTHGATE
BOYETT
REDMOND TERRACE
Academy Sports + Outdoors
Kyle Field
Target
Reed Arena
PARKWAY PLAZA
OATES ACRES
The Stella Hotel, Autograph Collection
Cooper's Old Time Pit Bar-B-Que
George HW Bush Presidential Library...
Walmart Supercenter
WOODWAY VILLAGE
SOUTHWOOD VALLEY
Kroger
Rock Prairie Rd
Grace Bible Church: Creekside Campus
WHITE CREEK
WESTCHESTER PARK
WILLIAMS CREEK
OAK HILLS
WHITE CANYON ESTATES
Costco Wholesale
Lick Creek Park
RUNAWAY ACRES
PEBBLE CREEK
REATTA MEADOWS
SHERWOOD HEIGHTS
WILLOW RUN
FRANKLIN ESTATES
ESTATES AT RIVER RUN
SOUTH OAKS
McDermott Construction

May 15, 2023
Item No. 9.8.
TxDOT TA Grant Resolution - FM 2818 Shared-Use Path

Sponsor: Jason Schubert

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding a resolution supporting the submission of a grant application to the Texas Department of Transportation for the FM 2818 (Harvey Mitchell Parkway) Shared-Use Path Project.

Relationship to Strategic Goals:

- Financial Sustainability
- Improving Mobility

Recommendation(s): Staff recommends approval.

Summary: In December 2022, the Texas Department of Transportation (TxDOT) issued a call for projects to local communities for funding assistance to help enhance bicycle and pedestrian safety, mobility, and connectivity through infrastructure projects and planning documents. Eligible projects for the Transportation Alternatives Set-Aside Program (TA) include bicycle improvements, shared-use paths, sidewalk improvements, other infrastructure related projects to improve safety for non-motorized transportation, and related planning documents. Project identification and selection of projects is based on criteria set by TxDOT including safety, connectivity and accessibility, geographic equity, community support and planning, and project readiness. It is anticipated that up to $250 million in grant funds will be awarded. A change in the grant program with this call for projects is that local jurisdictions can request that TxDOT District offices sponsor projects and applications for project submissions. The deadline for grant applications is June 5, 2023 and it is anticipated TxDOT will announce the awarded grants in October 2023.

With the 2021 TA call for projects, the City submitted a grant application to construct a shared-use path along Harvey Mitchell Parkway between the Jones Crossing development where HEB is located and Larry Ringer Library. TxDOT funded the project which has begun design. The proposed project will continue that shared-use path from Larry Ringer Library to Texas Avenue. The TxDOT Bryan District has indicated their willingness to sponsor the project and City staff has agreed. Continuing the shared-use path along the corridor to Texas Avenue will provide bicycle and pedestrian facilities on the south side of Harvey Mitchell Parkway that will provide connections between commercial, civic, park, and residential areas.

The project consists of a 10-foot wide shared-use path along FM 2818 (Harvey Mitchell Parkway) from 175 feet west of Nueces Drive to Texas Avenue. The project will also include curb ramps, pedestrian crossings, pedestrian buttons, pedestrian railing where needed. TxDOT has indicated that the preliminary estimate for the shared-use path is approximately $1 million.

Supporting the application will help further Council Strategic goals of Financial Sustainability by seeking grants and outside funding and Improving Mobility by providing streets that safely accommodate multimodal transportation. The Bicycle, Pedestrian, and Greenways Master Plan depicts a planned shared-use path along the western portion between Larry Ringer Library and Rio

Grande Boulevard. Continuing the shared-use path to the east will provide bicycle and pedestrian facilities on both sides of a Major Arterial roadway.

A resolution is needed from the City Council to show support for the project and be provided as part of the documentation that TxDOT will submit for the application.

Budget & Financial Summary: The TA grant program covers up to 80% of construction costs, so local jurisdictions are required to provide a minimum local match of 20% for construction, 100% of design costs, and be responsible for any cost overruns. As this project is proposed to be sponsored by the TxDOT Bryan District, they will have full responsibility for design, construction, and maintenance of the project and the City will have no financial participation.

Attachments:

1. Resolution
2. Project Location Map

A RESOLUTION OF THE CITY COUNCIL OF THE COLLEGE STATION, TEXAS, SUPPORTING AN APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION 2023 TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM (TA) THE FM 2818 (HARVEY MITCHELL PARKWAY) SHARED-USE PATH PROJECT.

WHEREAS, FM 2818 (Harvey Mitchell Parkway) is owned and maintained by the Texas Department of Transportation; and

WHEREAS, the Texas Department of Transportation issued a call for projects in December 2022 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside Program (TA); and

WHEREAS, the TA funds may be used for preliminary engineering and construction for development of pedestrian and/or bicycle infrastructure; and

WHEREAS, the Texas Department of Transportation Bryan District has agreed to serve as sponsor for the FM 2818 (Harvey Mitchell Parkway) Shared-Use Path Project.

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

PART 1: That the City Council hereby approves and supports the application of the project: FM 2818 (Harvey Mitchell Parkway) Shared-use Path Project as described in the 2023 TA Detailed Application; and

PART 2: That the City Council hereby authorizes the City Manager to execute documents necessary for the submission of the grant application to the Texas Department of Transportation and to act on its behalf with respect to any issues that may arise during processing of said application; and

PART 3: That the City Council hereby authorizes by resolution or ordinance, the City of College Station to enter into an agreement with the Texas Department of Transportation as needed should the project be selected for funding; and

PART 4: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this 15th day of May, 2023.

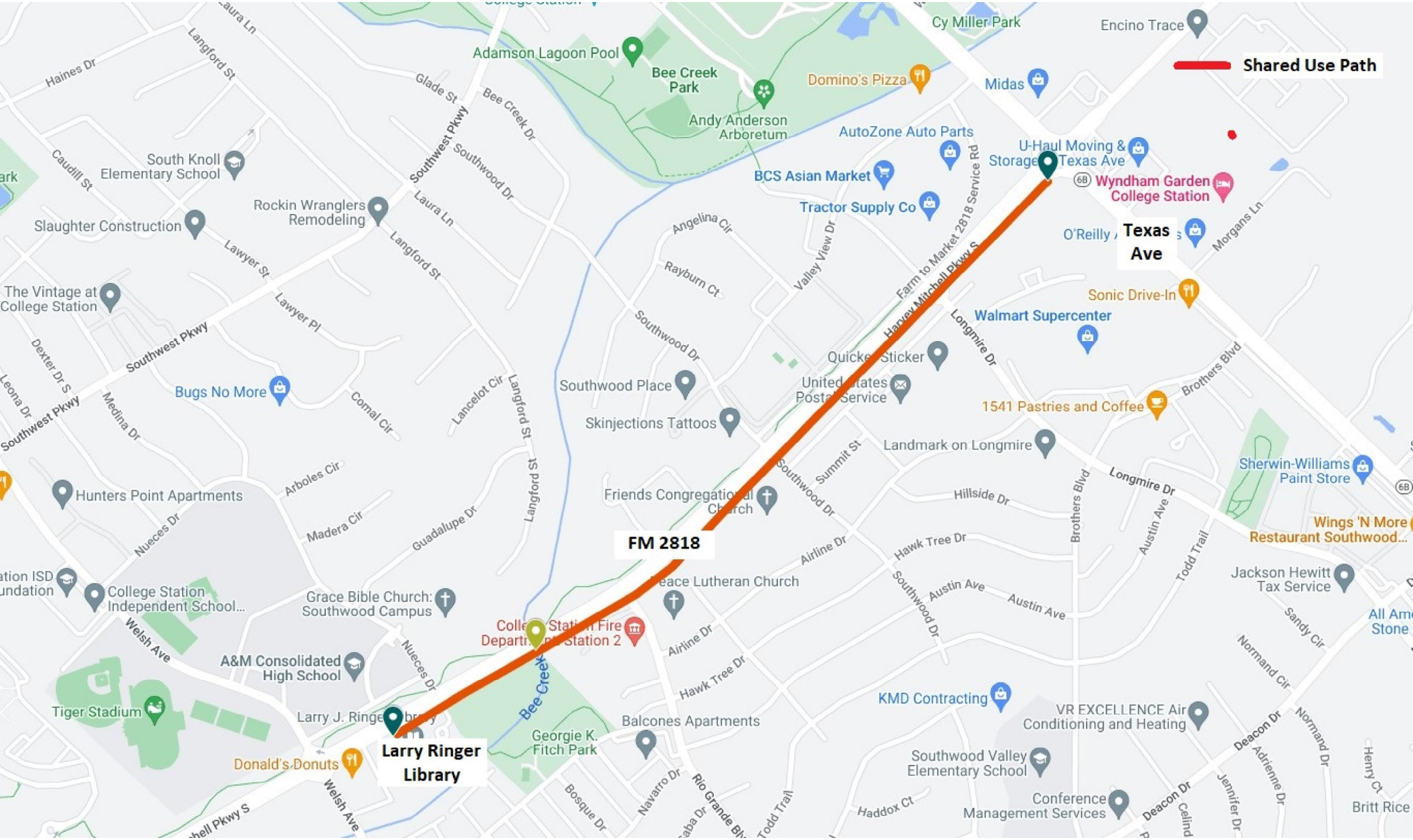
ATTEST: APPROVED:

_____ _____

City Secretary MAYOR

APPROVED:

City Attorney


Shared Use Path
Texas Ave
FM 2818
Larry Ringer Library
Cy Miller Park
Encino Trace
Adamson Lagoon Pool
Bee Creek Park
Andy Anderson Arboretum
Domino's Pizza
Midas
AutoZone Auto Parts
U-Haul Moving & Storage Texas Ave
BCS Asian Market
Tractor Supply Co
Wyndham Garden College Station
O'Reilly
Sonic Drive-In
Walmart Supercenter
Quicken Sticker
United States Postal Service
1541 Pastries and Coffee
Landmark on Longmire
Sherwin-Williams Paint Store
Wings 'N More Restaurant Southwood...
Jackson Hewitt Tax Service
Southwood Place
Skinjections Tattoos
Friends Congregational Church
Peace Lutheran Church
College Station Fire Department Station 2
Balcones Apartments
Georgie K. Fitch Park
KMD Contracting
VR EXCELLENCE Air Conditioning and Heating
Southwood Valley Elementary School
Conference Management Services
South Knoll Elementary School
Rockin Wranglers Remodeling
Slaughter Construction
The Vintage at College Station
Bugs No More
Hunters Point Apartments
College Station Independent School...
Grace Bible Church: Southwood Campus
A&M Consolidated High School
Tiger Stadium
Donald's Donuts
Haines Dr
Langford St
Laura Ln
Glade St
Bee Creek Dr
Southwest Pkwy
Southwood Dr
Caudill St
Lawyer St
Lawyer Pl
Angelina Cir
Rayburn Ct
Valley View Dr
Farm to Market 2818 Service Rd
Harvey Mitchell Pkwy S
Longmire Dr
Brothers Blvd
Dexter Dr S
Medina Dr
Comal Cir
Lancelot Cir
Arboles Cir
Madera Cir
Guadalupe Dr
Nueces Dr
Welsh Ave
Summit St
Hillside Dr
Airline Dr
Hawk Tree Dr
Austin Ave
Todd Trail
Sandy Cir
Normand Cir
Deacon Dr
Adrienne Dr
Jennifer Dr
Henry Ct
Britt Rice
Haddox Ct
Navarro Dr
Rio Grande Blvd
Bosque Dr
Bee Creek

May 15, 2023
Item No. 9.9.
TxDOT TA Grant Resolution - Complete Streets Plan for Core of College Station

Sponsor: Jason Schubert

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding a resolution supporting the submission of a grant application to the Texas Department of Transportation to develop a Complete Streets Plan for the Core of College Station.

Relationship to Strategic Goals:

- Financial Sustainability
- Improving Mobility

Recommendation(s): Staff recommends approval.

Summary: In December 2022, the Texas Department of Transportation (TxDOT) issued a call for projects to local communities for funding assistance to help enhance bicycle and pedestrian safety, mobility, and connectivity through infrastructure projects and planning documents. Eligible projects for the Transportation Alternatives Set-Aside Program (TA) include bicycle improvements, shared use paths, sidewalk improvements, other infrastructure related projects to improve safety for non-motorized transportation, and related planning documents. Project identification and selection of projects is based on criteria set by TxDOT including safety, connectivity and accessibility, geographic equity, community support and planning, and project readiness. It is anticipated that up to $250 million in grant funds will be awarded. The deadline for grant applications is June 5, 2023 and it is anticipated TxDOT will announce the awarded grants in October 2023.

The proposed grant application is to develop a Complete Streets Plan to help create additional safe and accessible connections for all users in proximity of Texas A&M University and other key destinations in the core area of the city. A complete streets plan is an approach to plan, design, and build a street network that enables safe access for all users, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities. The proposed plan area is generally bounded by State Highway 6, FM 2818, and the northern City limits. The City adopted a consolidated, city-wide Bicycle, Pedestrian, and Greenways Master Plan in 2010, which was updated in 2018 and with other Comprehensive Plan and small area plan updates since then. The proposed plan will provide a focused effort within proximity to campus and further assess the potential on-street and off-street connections in the area where non-vehicular modes have the most demand and potential but where existing limited right-of-way and other constraints create a greater challenge. The proposed plan involves public engagement and plan development, including select feasibility analyses on priority corridors, conceptual designs along constrained corridors, protected intersection configurations, and preliminary cost estimates. Staff will develop existing conditions and infrastructure inventories to help reduce costs of plan development.

The proposed plan and grant application will help further the Council Strategic goals of Financial Sustainability by seeking grants and outside funding and Improving Mobility by planning for streets that safely accommodate multimodal transportation. The Integrated Mobility chapter in the Comprehensive Plan identifies the need to further implement complete streets, create prioritized

mode corridors, enhance or upgrade intersections, increase safety and comfort for all users, and consider programs and improvements that reduce vehicular demand particularly in areas adjacent to campus. The Bicycle, Pedestrian, and Greenways Master Plan states goals to improve connectivity and accessibility and increase safety for bicycle and pedestrian users that the proposed plan can help accomplish. There has been limited development of bicycle and pedestrian-focused projects in proximity to campus. The proposed plan will include analyses and preliminary project development to assess feasibility and assist in developing capital projects that have a higher impact and benefit.

The grant program covers up to 80% of the plan development costs. The City must provide a minimum local match of 20% of planning effort and be responsible for any cost overruns, if they occur. Staff is working to finalize the projected cost of the plan, but it is in the range of $250k to $300k. The resulting local match is in the range of $50k to $60k plus TxDOT 15% administrative fees.

A resolution is needed from City Council to support the proposed grant application, authorize City staff to submit the application, and provide a commitment to fund the project if selected, which includes entering into an Advanced Funding Agreement with TxDOT.

Budget & Financial Summary: Staff is working to refine and finalize the plan scope and cost estimate, which is in the range of $250k to $300k. The grant has converted to a reimbursement program so the City would pay all costs as the plan proceeds and then submit and receive reimbursement from TxDOT. With a minimum 20% local match, final cost to the City will range from $50k to $60k plus TxDOT 15% administrative fees. Funding will be provided from professional services and other general funds budgeted in an upcoming year.

Attachments:

1. Resolution
2. Plan Boundary Map

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SUPPORTING AN APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION 2023 TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM (TA) FOR THE COMPLETE STREETS PLAN FOR THE CORE OF COLLEGE STATION.

WHEREAS, the Texas Department of Transportation issued a call for projects in December 2022 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside Program (TA); and

WHEREAS, the TA funds may be used for development of planning documents to assist communities of any size in developing non-motorized transportation networks. The TA funds require a local match, comprised of cash. The City of College Station would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds.

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

PART 1: That the City Council hereby approves and supports the application of the project: a Complete Streets Plan for Core of College Station as described in the 2023 TA Detailed Application (including the planning activities, the department's direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, financing, management, adoption and implementation of completed planning documents described in the 2023 TA Detailed Application; and

PART 2: That the City Council hereby authorizes the City Manager to execute documents necessary for the submission of the grant application to the Texas Department of Transportation and to act on its behalf with respect to any issues that may arise during processing of said application; and

PART 3: That the City Council hereby authorizes by resolution or ordinance, the City of College Station to enter into an agreement with the Texas Department of Transportation as needed should the project be selected for funding; and

PART 4: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this 15th day of May, 2023.

ATTEST: APPROVED:

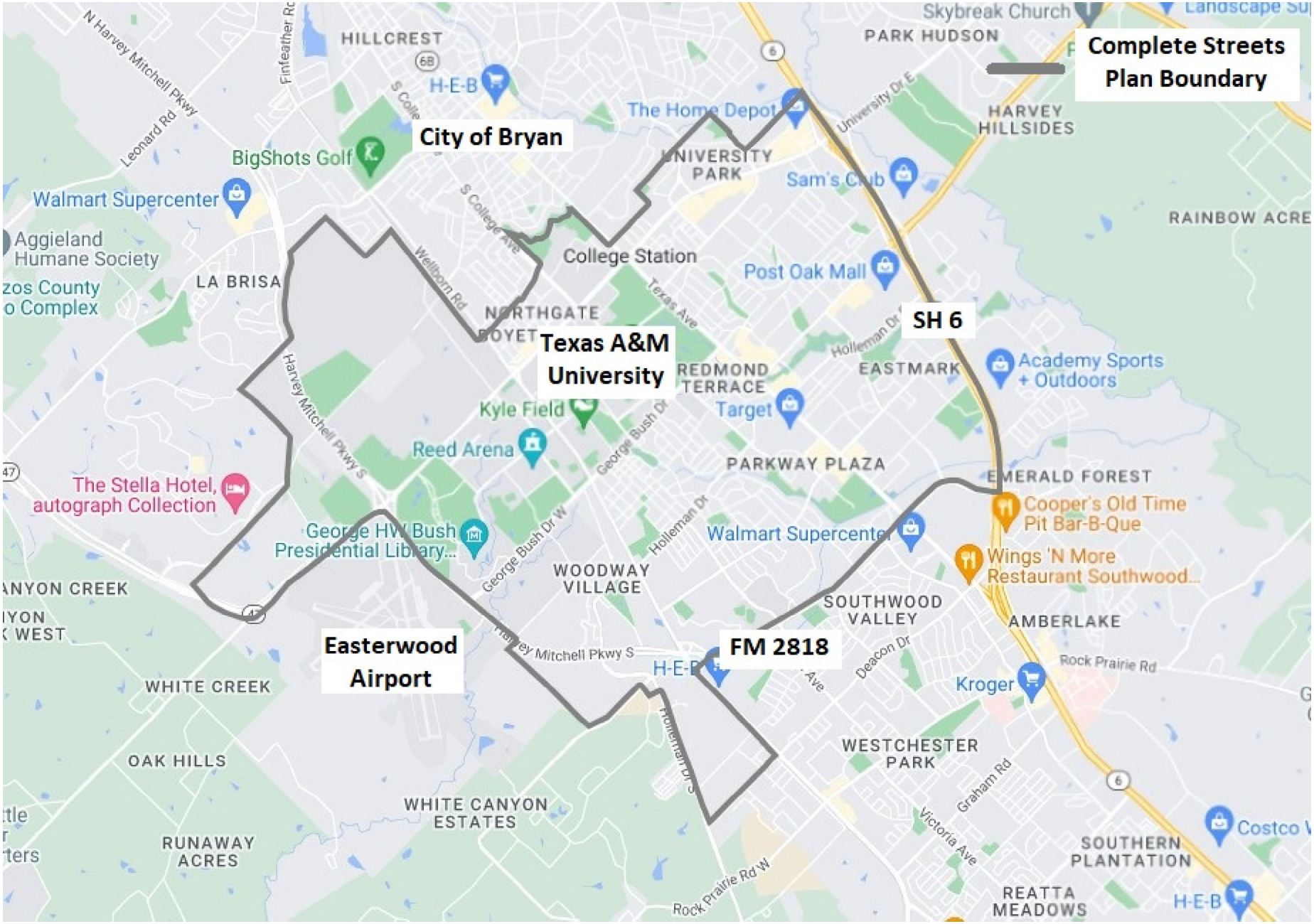
_____ _____

City Secretary MAYOR

APPROVED:

_____

City Attorney


Complete Streets Plan Boundary
City of Bryan
Texas A&M University
SH 6
FM 2818
Easterwood Airport
HILLCREST
PARK HUDSON
HARVEY HILLSIDES
UNIVERSITY PARK
College Station
NORTHGATE
BOYETT
REDMOND TERRACE
EASTMARK
PARKWAY PLAZA
EMERALD FOREST
WOODWAY VILLAGE
SOUTHWOOD VALLEY
AMBERLAKE
WESTCHESTER PARK
WHITE CREEK
OAK HILLS
WHITE CANYON ESTATES
RUNAWAY ACRES
SOUTHERN PLANTATION
REATTA MEADOWS
RAINBOW ACRE
LA BRISA
Skybreak Church
The Home Depot
Sam's Club
Post Oak Mall
Academy Sports + Outdoors
Target
Kyle Field
Reed Arena
Walmart Supercenter
Cooper's Old Time Pit Bar-B-Que
Wings 'N More Restaurant Southwood...
Kroger
Costco
BigShots Golf
Walmart Supercenter
Aggieland Humane Society
The Stella Hotel, autograph Collection
George HW Bush Presidential Library...
H-E-B
Harvey Mitchell Pkwy S
George Bush Dr W
Holleman Dr
Texas Ave
Wellborn Rd
S College Ave
University Dr E
Deacon Dr
Graham Rd
Victoria Ave
Rock Prairie Rd
Rock Prairie Rd W
Leonard Rd
N Harvey Mitchell Pkwy
Finfeather Rd