



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, January 25, 2018

6:00 PM

City Hall Council Chambers

1. Pledge of Allegiance, Invocation, Consider absence request.

Presentation

- Historic Marker presentation for 601 Montclair Avenue by Historic Preservation Committee chairperson Lou Hodges.
- Historic Marker presentation for 700 Thomas Avenue by Historic Preservation Committee chairperson Lou Hodges.

Hear Visitors: During this time a citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 5:30 PM on the day of the Council meeting. Upon stepping to the podium the speaker must state their name and city of residence, including the state of residence if the city is located out of state. Each speaker's remarks are limited to three minutes. A series of timer lights will change from green to yellow and an alarm will sound after two and one-half minutes to signal thirty seconds remaining to conclude the remarks. At three minutes the timer light will change to red and the final alarm will sound. The speaker must then conclude the remarks. 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 concerns shall be directed to the City Manager. Comments should not personally attack other speakers, Council or staff.

Consent Agenda

At the discretion of the Mayor, individuals may be allowed to speak on a Consent Agenda Item. Individuals who wish to address the City Council on a consent agenda item not posted as a public hearing shall register with the City Secretary prior to the Mayor's reading of the agenda item. Registration forms are available in the lobby and at the desk of the City Secretary.

2. Presentation, possible action, and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.

- 2a. [18-0041](#) Presentation, possible action, and discussion of minutes for:
- January 11, 2018 Workshop
 - January 11, 2018 Regular

Sponsors:

Smith

Attachments:[RM011118 DRAFT Minutes.docx](#)[WKSHP011118 DRAFT Minutes.docx](#)**2b. [18-0038](#)**

Presentation, possible action, and discussion concerning award of contract 18300144 in the amount of \$560,900 to JaCody Construction to purchase and install replacement Screw Lift Pumps 2 & 4 at the Carters Creek Wastewater Treatment Plant.

Sponsors:

Coleman

Attachments:[Bid Tab](#)**2c. [18-0040](#)**

Presentation, possible action and discussion regarding Change Order No. 1 to construction contract 17300389 with McDonald Municipal & Industrial decreasing the contract amount by \$52,182 resulting in a new contract total of \$1,074,287.

Sponsors:

Harmon

Attachments:[Change Order 1 - Form \(Final\) - Signed](#)[Project Location Map - Lick Creek WWTP Generator Addition](#)**2d. [18-0042](#)**

Presentation, possible action, and discussion on the second reading of a franchise agreement with CCAA Management Series, LLC d/b/a Brazos Valley Recycling d/b/a The Big Dumpster; for the collection of recyclables from commercial businesses and multi-family locations.

Sponsors:

Harmon

Attachments:[CCAA Management Series Franchise Agreement](#)**2e. [18-0065](#)**

Presentation, possible action and discussion on approving annual tire purchases and retread services from Southern Tire Mart, LLC through the BuyBoard Purchasing Cooperative (Contract 470-14) in the annual not-to-exceed amount of \$230,000.

Sponsors:

Leonard

Attachments:[01.25.18 Tires - Buy Board.pdf](#)**2f. [18-0066](#)**

Presentation, possible action, and discussion on approving an annual blanket purchase order for the purchase of repair parts and repair labor for fire trucks from Siddons-Martin Emergency Group through the BuyBoard Purchasing Cooperative (Contract 481-15) in an amount not to exceed \$120,000.

Sponsors:

Harmon

Attachments:[Buyboard Contract.pdf](#)**2g. [18-0049](#)**

Presentation, possible action, and discussion regarding adoption of an Ordinance directing staff to prepare a service plan and establishing

public hearing dates and times for the annexation of approximately 65 acres on the west side of the City.

Sponsors:

Simms

Attachments:

[ProposedAnnexationAreas](#)

[Ordinance](#)

2h. [18-0050](#)

Presentation, possible action, and discussion regarding an Ordinance approving an Oversize Participation (OP) agreement with BKCK. LTD. in the amount of \$149,805.60 for a new water main along State Highway 6 South near the intersection of Sebesta Road.

Sponsors:

Cotter

Attachments:

[Vicinity Map](#)

[Ordinance](#)

[Exhibit A](#)

2i. [18-0051](#)

Presentation, possible action, and discussion of an Ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, by removing parking on the north side of Hayes Lane from the intersection with Towers Parkway west to Papa Bear Drive, on both sides of Regiment Way, and on the north and west sides of Papa Bear Drive from the intersection with Towers Parkway and extending west and south to 120 feet southwest of the intersection with Hayes Lane.

Sponsors:

Schubert

Attachments:

[Ordinance](#)

[Parking Removal Exhibit](#)

2j. [18-0052](#)

Presentation, possible action, and discussion regarding an Ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, by removing parking on the north side of Alamosa Street between Summit Crossing Lane and Dakota Lane, on the south side of Buena Vista between Summit Crossing Lane and Dakota Lane, on the east side of Dakota Lane between Alamosa Street and Buena Vista, and on both sides of the Public Alley between Alamosa Street and Buena Vista.

Sponsors:

Schubert

Attachments:

[Parking Removal Exhibit](#)

[Ordinance](#)

- 2k. [18-0039](#) Presentation, possible action, and discussion regarding approval of construction contract no. 18300175 with Larry Young Paving in the amount of \$9,437,032.49 for the construction of the Holleman South Widening Project.

Sponsors: Harmon

Attachments: [HollemanProjectLocation](#)
[ITB 18-032 Tabulation](#)

- 2l. [18-0060](#) Presentation, possible action, and discussion regarding a resolution for Strong and Sustainable Grant Program that repeals resolution No. 04-09-0-2d and delegates authority to the City Manager to administer and implement the Strong & Sustainable Neighborhoods Grant Program Policy.

Sponsors: Socol

Attachments: [Strong Sustainable Neighborhoods Resolution 2018 \(2\)](#)

Regular Agenda

Individuals who wish to address the City Council on an item posted as a public hearing shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. A speaker who wishes to include computer-based information while addressing the Council must provide the electronic file to the City Secretary by noon of the Council meeting day when the presentation is planned. The Mayor will recognize individuals who wish to come forward to speak for or against the item. Upon stepping to the podium the speaker must state their name and city of residence, including the state of residence if the city is located out of state. On items related to land use and those that would directly impact the speaker's residence or neighborhood, the speaker is encouraged to identify their College Station neighborhood. Each speaker's remarks are limited to three minutes. A series of timer lights will change from green to yellow and an alarm will sound after two and one-half minutes to signal thirty seconds remaining to conclude the remarks. At three minutes the timer light will change to red and the final alarm will sound. The speaker must then conclude the remarks. After a public hearing is closed, there shall be no additional public comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

1. [18-0054](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from PDD Planned Development District to PDD Planned Development District for approximately 5.6 acres being situated in Pooh's Park Subdivision, more generally located in the 200 block of Holleman Drive East.

Sponsors: Paz

Attachments: [Background Information](#)
[Vicinity, Aerial & SAM](#)
[Concept Plan](#)
[Ordinance](#)

2. [18-0055](#) Public Hearing, presentation, possible action, and discussion regarding an Ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Suburban Commercial, Estate, and Natural Areas Reserved to General Commercial and Natural Areas Reserved for approximately 35 acres generally located at the intersection of Rock Prairie Road and William D. Fitch Parkway.

Sponsors: Broadnax

Attachments: [Background Information](#)
[Vicinity Map and Aerial](#)
[Comp Plan Exhibit](#)
[Ordinance](#)

3. [18-0056](#) Public Hearing, presentation, possible action, and discussion 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 boundaries from R Rural to PDD Planned Development District on approximately 8 acres of land, located at 3596 Greens Prairie Road West.

Sponsors: Lazo

Attachments: [Background Information](#)
[Vicinity Map & Aerial](#)
[Concept Plan](#)
[Parking Demand Letter](#)
[Ordinance](#)

4. [18-0072](#) Presentation, possible action, and discussion regarding an appointment to the City of College Station Parks and Recreation Board.

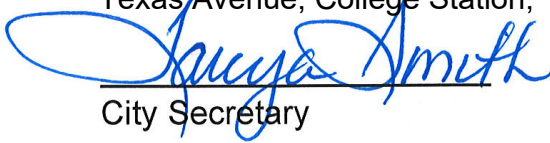
Sponsors: Smith

5. Presentation, possible action, and discussion on future agenda items and review of standing list of Council generated agenda items: A Council Member 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.

6. Adjourn.

The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for Executive Session discussion. An announcement will be made of the basis for the Executive Session discussion.

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on January 19, 2018 at 5:00 p.m.


City Secretary

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

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

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

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

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



Legislation Details (With Text)

File #: 18-0041 **Version:** 1 **Name:**
Type: Minutes **Status:** Consent Agenda
File created: 1/15/2018 **In control:** City Council Regular
On agenda: 1/25/2018 **Final action:**
Title: Presentation, possible action, and discussion of minutes for:
• January 11, 2018 Workshop
• January 11, 2018 Regular
Sponsors: Tanya Smith
Indexes:
Code sections:
Attachments: [RM011118 DRAFT Minutes.pdf](#)
[WKSH011118 DRAFT Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of minutes for:

- January 11, 2018 Workshop
- January 11, 2018 Regular

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

- January 11, 2018 Workshop
- January 11, 2018 Regular

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
JANUARY 11, 2018

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick
Jerome Rektorik
Linda Harvell
Barry Moore
John Nichols
James Benham

City Staff:

Kelly Templin, City Manager
Chuck Gilman, Deputy City Manager
Carla Robinson, City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary
Lisa McCracken, Records Management Administrator

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Mooney at 6:15 p.m. on Thursday, January 11, 2018 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

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

Hear Visitors Comments

James Benham, College Station, came before Council to honor the service and sacrifice of Army Captain Eric L. Allton.

Nate Kidwell, College Station, came before Council to request all of City Council and College Station Citizens to join the Red Cross to Sound the Alarm and Save Lives from Home fires in Brazos County of January 20, 2018.

Traci Wallis, College Station, (Written Comments) – requesting Council to fight for the retention of the local neighborhood's historical appearances.

CONSENT AGENDA

2a. Presentation, possible action, and discussion of minutes for:

- **December 14, 2017 Workshop Meeting**
- **December 14, 2017 Regular Meeting**

2b. Presentation, possible action, and discussion on approval of a change order in the amount of \$55,043 for the addition or modification of facilities relating to ADA compliance and other types of improvements relating to a construction contract awarded to Acklam Construction Company in the amount of \$977,391.30 for improvements within the Barracks Parks.

2c. Presentation, possible action, and discussion regarding approval of a contract with Palasota Contracting, LLC for electric conduit bores across TXDOT right-of-ways in the amount of \$486,761.

2d. Presentation, possible action, and discussion on the purchase of three (3) Police motorcycles from The Ranch Harley Davidson (College Station, TX) for the amount of \$61,204.50 plus an additional one year extended warranty for \$2,754 and the trade in of three existing 2015 Harley Davidson Road King motorcycles for \$18,000 (Bid No. 18-015).

2e. Presentation, possible action, and discussion regarding the award of contract no. 18300209 to Palasota Contracting LLC for an amount not to exceed \$1,360,000 for concrete curb, gutter and flatwork installation to maintain City infrastructure.

2f. Presentation, possible action, and discussion regarding a change order ratification in the amount of \$97,584.48 to the concrete curb, gutter and flatwork contract (Contract No. 15-036 R2) with Brazos Paving Inc.

2g. Presentation, possible action, and discussion on the first reading of a franchise agreement with CCAA Management Series, LLC d/b/a Brazos Valley Recycling d/b/a The Big Dumpster; for the collection of recyclables from commercial businesses and multi-family locations.

2h. Presentation, possible action, and discussion regarding approval of an ILA transferring surplus radio equipment from the City of College Station to the Rocky Creek Volunteer Fire Department.

2i. Presentation, possible action, and discussion on the second amendment to the Axon Master Services and Purchase Agreement (Contract No.16300457) increasing the term from five (5) to seven (7) years, increasing the contract value from \$706,186.31 to \$1,166,698.62 and adding the new Axon Fleet (in-car video camera system) hardware, implementation, assurance plan (warranty) and data storage. Any future additional purchases under the agreement will be an additional amount.

2j. Presentation, possible action, and discussion regarding the adoption of Resolution No. 01-11-18-2j of Support for The Regency Lofts application to the Texas Department of Housing and Community Affairs for an allocation 9% Housing Tax Credits in 2018.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Rektorik, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Agenda with the exception of 2j. The motion carried unanimously.

City Attorney, Carla Robinson, distributed an updated Resolution No. 01-11-18-2j to the council.

(2j)MOTION: Upon the updated resolution a motion was made by Councilmember Benham and a second by Councilmember Rektorik, the City Council voted six (6) for and none (0) opposed, with Councilmember Moore abstaining, to adopt Consent Item 2j, Resolution No. 01-11-18-2j of Support for MGroup Holdings Inc., The Huntington Site 1, TBHC application 18058 to the Texas Department of Housing and Community Affairs for an allocation 9% Housing Tax Credits in 2018. The motion carried.

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion approving Ordinance no. 2018-3968 vacating and abandoning a 70-foot wide Street and Public Utility Easement lying within Lot 1A, Block 1 of the Science Park Subdivision, according to the plat recorded in Volume 14160, Page 1, of the Deed Records of Brazos County, Texas.

Carol Cotter, Director of Water Services, stated that this street and public utility easement abandonment will accommodate future development of the property. There is no existing public infrastructure in the easement and the street is not part of any future thoroughfare. The 70-foot street and public utility easement is located on Lot 1A, Block 1 of the Science Park Development.

At approximately 6:38 p.m., Mayor Mooney opened the Public Hearing.

Dale Christian, College Station, stated he concerns with the easement. Mr. Christian is with the Church of Christ, which is located by the requested easement. The Church of Christ have 6 acres of undeveloped property, and if this easement is pass then they are land lot.

Gary Chabot, College Station, asked inquired about the impact that these changes would have on his property.

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

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance no. 2018-3968 vacating and abandoning a 70-foot wide Street and Public Utility Easement lying within Lot 1A, Block 1 of the Science Park Subdivision, according to the plat recorded in Volume 14160, Page 1, of the Deed Records of Brazos County, Texas. The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion approving Ordinance No. 2018-3969 vacating and abandoning a 7,086 square-foot portion of a 10-foot wide Public Utility Easement lying within Lot 1, Block 2 of the CSISD Willow Branch and Oakwood School Sites, according to the plat recorded in Volume 3588, Page 153, of the Deed Records of Brazos County, Texas.

Carol Cotter, Planning and Development, stated that this public utility easement is being abandoned because there is no current public use or need as the utilities have been relocated to accommodate new CSISD development. There is no public infrastructure located in the easement. The 7,086 square foot portion of 10-foot wide public utility easement is located on Lot 1, Block 2 of the CSISD Willow Branch and Oakwood School Sites, according to the plat recorded in Volume 3588, Page 51-53, of the Deed Records of Brazos County.

At approximately 6:46 p.m., Mayor Mooney opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 6:46 p.m.

MOTION: Upon a motion made by Councilmember Rektorik and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2018-3969 vacating and abandoning a 7,086 square-foot portion of a 10-foot wide Public Utility Easement lying within Lot 1, Block 2 of the CSISD Willow Branch and Oakwood School Sites, according to the plat recorded in Volume 3588, Page 153, of the Deed Records of Brazos County, Texas. The motion carried unanimously.

3. Public Hearing, presentation, possible action, and discussion regarding Ordinance No. 2018-3970 amendment to Appendix A, “Unified Development Ordinance”, Section 9.2 “Nonconforming Uses”, Section 9.3 “Nonconforming Structures”, and Section 7.10.C.4 “Building Materials” of the Code of Ordinances of the City of College Station, Texas relating to non-conforming uses and structures.

Justin Golbabai, Planning and Development, stated that a non-conforming use or structure (building, parking areas, etc.) is one developed under a previous set of regulations but now no longer complies with the City’s current Unified Development Ordinance. Traditionally, nonconformities have been allowed to remain but little substantial modifications can be made without full code compliance. While this approach enables a faster implementation of adopted plans and policies, allowing for a wider range of modifications to nonconforming properties can better encourage incremental infill and redevelopment, especially on challenging sites. Staff received feedback from stakeholders in the development community, neighborhood associations, and the general public on this item through two public meetings held in a “come and go” format on August 30th. Planning and Zoning Commission heard the results of this meeting and endorsed staff’s recommendations on September 21st and November 16th.

This proposed ordinance amendment would enact the following changes:

- Increase the amount an existing building or structure devoted to a non-conforming land use can be enlarged by right to 50% without needing to go to the Zoning Board of Adjustments for areas not designated as Neighborhood Conservation on the City’s Future Land Use and Character Map.
- Provide an administrative approval process that allows flexibility for existing non-conforming, non-residential structures where there are physical limitations that do not allow compliance with all UDO standards. In these situations, the Administrator would be allowed to make exceptions to parking and landscaping standards as well as reduce buffer width and planting requirements. The Administrator would not be able to reduce the number of parking spaces or landscaping points more than 50%.

- Increase the total area of materials that can be changed or replaced on a non-residential buildings or multi-family building façade without requiring full compliance from 10% to 50%.

The Planning & Zoning Commission considered this item at their November 16, 2017 meeting and voted 6-0 to recommend approval.

At approximately 6:54 p.m., Mayor Mooney opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 6:54 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2018-3970 amendment to Appendix A, “Unified Development Ordinance”, Section 9.2 “Nonconforming Uses”, Section 9.3 “Nonconforming Structures”, and Section 7.10.C.4 “Building Materials” of the Code of Ordinances of the City of College Station, Texas relating to non-conforming uses and structures. The motion carried unanimously.

4. Public Hearing, presentation, possible action, and discussion regarding Ordinance No. 2018-3971 amending Appendix A, “Unified Development Ordinance,” Article 4, “Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to GC General Commercial and NAP Natural Areas Protected on approximately 2.26 acres of land located at 4075 State Highway 6 South.

Rachel Lazo, Planning and Development, stated that the applicant is requesting a rezoning of approximately 2.26 acres from R Rural to 0.53 acres of GC General Commercial and 1.73 acres of NAP Natural Areas Protected in order improve the existing commercial development on the portion of the property that is proposed to be zoned GC General Commercial. The Natural Areas Protected area would provide a designated buffer area along the creek. The subject tract has frontage to the SH-6 Frontage Road. Cross access from the adjacent shopping center will need to be maintained with future site development. A TIA was not required with the rezoning application based on acreage of the proposed zoning. A portion of the subject tract is in the 100-year floodplain. The tract is also in Lick Creek’s Drainage basin and will need to provide detention for any proposed increased in impervious cover with future site development.

The Planning and Zoning Commission heard this item at their December 7th meeting and voted 5-0 to recommend approval. Staff recommended approval.

The applicant spoke.

At approximately 6:59 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 6:59 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Rektorik, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2018-3971 amending Appendix A, “Unified Development Ordinance,” Article 4, “Zoning Districts,”

Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to GC General Commercial and NAP Natural Areas Protected on approximately 2.26 acres of land located at 4075 State Highway 6 South. The motion carried unanimously.

5. Public Hearing, presentation, possible action, and discussion regarding Ordinance No. 2018-3972 amending Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “ Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R-4 Multi-Family to GC General Commercial for approximately 5 acres located at 3635 Kenyon Dr. generally located between Paloma Ridge Drive and Kenyon Drive along Holleman Drive South.

Alaina Helton, Planning and Development, stated that this request is a rezoning for approximately 5.14 acres of land from R-4 Multi-family to GC General Commercial. The property is currently designated as Urban and in Growth Area V on the Comprehensive Land Use and Character Map. This designation calls for intense land use activities that include commercial uses. The property is currently zoned R-4 Multi-family, a zoning district for low to medium density condominium units and apartment complexes. The proposed zoning of General Commercial would better suit the current designation in the Comprehensive Plan for more intense uses. There is a drainage swale that cuts through the property from the existing residential subdivision to the northwest. Storm water detention is required with site development and will be accommodated with the existing Common Area 4 detention pond to the southwest. Drainage and any other infrastructure required with the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The Thoroughfare Plan identifies Holleman Drive South as a future 4-lane Minor Arterial and there is a current CIP project underway to reconstruct this portion.

The Planning and Zoning Commission heard this item at their December 7th meeting and voted 5-0 to recommend approval. Staff recommended approval.

At approximately 7:04 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:04 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Rektorik, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2018-3972 amending Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “ Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R-4 Multi-Family to GC General Commercial for approximately 5 acres located at 3635 Kenyon Dr. generally located between Paloma Ridge Drive and Kenyon Drive along Holleman Drive South. The motion carried unanimously.

6. Public Hearing, presentation, possible action, and discussion regarding Ordinance No. 2018-3973 amending Appendix “A”, “Unified Development Ordinance,” Section 4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from O Office to PDD Planned Development District on approximately 1.47 acres generally located at 4320 Decatur Drive.

Alaina Helton, Planning and Development, stated that this request is to rezone approximately 1.47 acres located at 4320 Decatur Drive from O Office to PDD Planned Development District with a base zoning district of GC General Commercial for the use of a self-storage facility. Staff recommends that the modifications from the building materials section of the Non-Residential Architectural Standards not be approved with this request-for at least the building facades facing the perimeter of the property-and that instead the applicant provide similar building materials to those of the existing self-storage structure to ensure that the proposed buildings are physically and aesthetically compatible to the surrounding residential structures so to better meet the intentions of “neighborhood commercial” allowed in this growth area per the Comprehensive Plan. Similarly, since the applicant is requesting the reduction in the buffer yard adjacent to the single-family property, staff also recommends that the 6-foot masonry wall be continued along the property line abutting the single-family property. The masonry wall will serve to block direct light from vehicles entering and exiting the site and will reduce some effects of noise pollution that can be associated with this type of use on the adjacent single-family houses.

Modification Requested:Section 7.7.F “Minimum Buffer Standards”

- The 15-foot landscape buffer required between commercial and single-family structures may be reduced to a 10-foot landscape buffer.
- The 2 sides of the development adjacent to the multi-family zoning, a 10' wide buffer with a proposed 6' high wooden fence and no buffer plantings are proposed.
- Utilize existing 8-foot wooden fence located adjacent to the single-family properties in lieu of masonry wall.

The Planning and Zoning Commission heard this item at their December 7th meeting and voted 5-0 to recommended approval without conditions.

At approximately 7:17 p.m., Mayor Mooney opened the Public Hearing.

The applicant spoke.

There being no comments, the Public Hearing was closed at 7:22 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Rektorik, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2018-3973 amending Appendix “A”, “Unified Development Ordinance,” Section 4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from O Office to PDD Planned Development District on approximately 1.47 acres generally located at 4320 Decatur Drive without modifications. The motion carried unanimously.

7. Public Hearing, presentation, possible action, and discussion on the annual review of the Comprehensive Plan and the annual review of the Unified Development Ordinance (UDO).

Jenifer Paz, Planning & Development, presented update on the Unified Development Ordinance and Comprehensive Plan annual review. The review is organized by project type and assesses significant actions and accomplishments during the past year that further implementation of the Plan and a part of an on-going effort to keep the documents current and relevant. The Unified

MOTION: Upon a motion made by Councilmember Rektorik and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to approved the annual review of the Comprehensive Plan the Unified Development Ordinance (UDO). The motion carried unanimously.

8. Presentation, possible action, and discussion regarding appointments to the following boards and commissions:

The following appointments were made:

- Architectural Advisory Committee: Bradford Brimley and Ward Wells
- B/CS Library Committee: Larry Ringer (Chair) and Daniel Rudge
- Bicycle, Pedestrian, and Greenways Advisory Board: Tina Evans, MiChal Hall, Dennis Jansen, Thomas Pool, David Scott and Linda Harvell as Chair
- Design Review Board: Jesse Durden
- Parks and Recreation Board: Michael Bota, Joel Cantrell, Paul Dyson, Megan Fuentes, and Madeline Giroir
- Planning and Zoning Commission: Dennis Christiansen, Jane Chair (Chair), Casey Oldham, and Elianor Vessali
- Zoning Board of Adjustment: Randal Allison (Alternate), Sherri Echols, Justin Lopez, Howard Mayne (Alternate), and Keith Roberts (Chair)

9. Presentation, possible action, and discussion regarding an appointment to the Arts Council.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to re-appoint Patricia Burchfield to the Arts Council Board. The motion carried unanimously.

10. Presentation, possible action, and discussion on future agenda items and review of standing list of Council generated agenda items: A Council Member 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.

No future item to be discussed.

11. Adjournment.

There being no further business, Mayor Mooney adjourned the Regular Meeting of the City Council at 7:55 p.m. on Thursday, January 11, 2017.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
JANUARY 11, 2018

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick
Jerome Rektorik
Linda Harvell
Barry Moore
John Nichols
James Benham

City Staff:

Kelly Templin, City Manager
Chuck Gilman, Deputy City Manager
Carla Robinson, City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary
Lisa McCracken, Records Management Administrator

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Mooney at 4:01 p.m. on Thursday, January 11, 2018 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, and §551.076-Security, the College Station City Council convened into Executive Session at 4:01 p.m. on Thursday, January 11, 2018 in order to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:
- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
 - McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas

- City of College Station v. Gerry Saum, Individually, and as Independent Executrix of the Estate of Susan M. Wood, Deceased; Cause No. 17-002742-CV-361; In the 361st District Court, Brazos County, Texas

B. Deliberation on the purchase, exchange, lease, or value of real property; to wit:

- Property located generally south of the intersection of SH 6 and William D. Fitch Parkway in the College Station Business Park in College Station, Texas.
- Properties located generally within the area bound by FM 2154, Greens Prairie Road W, Royder Road and Greens Prairie Trail in College Station, Texas.

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

- Council Self-evaluation
- Construction Board of Adjustments
- Design review Board
- Parks & Recreation Advisory Board
- Planning and Zoning Commission
- Zoning Board of Adjustments
- City Manager
- City Attorney
- City Internal Auditor
- City Municipal Judge

D. Deliberation on deployment, or specific occasions for implementation, of security personnel or devices or a security audit; to wit:

- Cyber Security

The Executive Session recessed at 5:51 p.m.

3. Take action, if any, on Executive Session.

No action was required from Executive Session.

4. Presentation, possible action and discussion on items listed on the consent agenda.

No discussion at this time.

5. Presentation, possible action, and discussion concerning the City Internal Auditor's Audit of the Procurement Card Program.

Item moved to January 25th Workshop Agenda

6. Presentation, possible action, and discussion regarding providing additional flexibility for the single-family Neighborhood Conservation Overlay district.

Item moved to January 25th Workshop Agenda

7. Presentation, possible action, and discussion regarding support of a proposal received in response to RFI 18-008 for the development of affordable housing in College Station through the Texas Department of Housing and Community Affairs 2018 Low Income Housing Tax Credit allocation process.

Councilmember Moore recused himself.

Debbie Eller, Director of Community Services, provided a demonstration of the need for more affordable rental units in College Station, a summary of Fair Housing requirements; a summary of the 9% Low Income Housing Tax Credit program and scoring criteria, and details regarding proposals received in response to RFI 18-008 - Affordable Housing Development. Seven proposals were received in response to the RFI to develop affordable rental housing: six senior developments and one family/workforce development. The presentation will include locations of each proposed development, type of development, number of rental units broken down by affordable and market rate, basic amenities and services, and available or needed infrastructure with estimated cost.

Proposal details:

- All developers have received references ranging from good to excellent from other communities, have multiple years of development experience with LIHTC, have been successful in receiving multiple allocations in Texas, and own/manage multiple LIHTC properties in several communities across the state.
- All developments would include multi-story buildings, high-end interiors, energy efficiency features, fully secured buildings or grounds; clubhouse with multi-purpose rooms providing a variety of on-site services determined by tenants needs and wants.
- Developments requiring infrastructure construction expenses could result in a lower number of units or less amenities and potentially slow the development timeline.
- All properties will pay ad valorem taxes.
- Development must be opened and operational no later than December 2020.

Options:

- By giving support to one proposal, the application will receive 18 points and be eligible for the maximum allocation of tax credits for Region 8 of \$1,500,000.
- Council can support a multiple or all of proposals providing 18 points to each application.
- Council can adopt a Resolution of No Opposition for one or more proposals providing 14 points per application.
- Council can choose NOT to adopt resolutions supporting or not opposing an application. However, taking no action would jeopardize the award of a tax credit allocation for College Station in 2018.

Staff Recommendations:

- Staff recommends that Council adopt a resolution of support for one proposal.
- Staff recommends the support of the Regency Lofts development proposed by KRS & DWR.

- Staff recommends the commitment of \$500 of non-federal funds for payment of building or permit fees.

Mayor Mooney recessed the Workshop at 6:15 p.m.

Workshop reconvened at 8:04 p.m.

8. Presentation, possible action, and discussion of the new police station design and pre-construction services.

Erica Wozniak, Project Manager - Vertical Design and Construction presented a developed concept plan for approval. Staff requested direction from City Council on obtaining pre-construction /estimating services for this project.

Recommendations:

- Proceed with the current design concept. Develop design drawings.
- Change the project delivery method to CMAR and issue an RFP to hire a construction manager to provide pre-construction services and to be a member of the team throughout the design process and the construction of the facility.

MOTION: Upon a motion made by Councilmember Benham and a second by Mayor Mooney, the City Council voted seven (7) for and none (0) opposed, to approve the new police station design and pre-construction services. The motion carried unanimously.

9. Council Calendar

Council reviewed the calendar.

10. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Annexation Task Force, Arts Council of Brazos Valley, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, FBT/Texas Aggies Go to War, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Transportation and Mobility Committee, TAMU Economic Development, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Walk with the Mayor, YMCA, Youth Advisory Council, Zoning Board of Adjustments.

Mayor Mooney reported on Gulf Coast Strategic Highway Coalition.

11. Adjournment

There being no further business, Mayor Mooney adjourned the workshop of the College Station City Council at 8:30 p.m. on Thursday, January 11, 2018.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary



Legislation Details (With Text)

File #:	18-0038	Version:	1	Name:	Screwlift Pumps
Type:	Contract	Status:		Status:	Consent Agenda
File created:	1/8/2018	In control:		In control:	City Council Regular
On agenda:	1/25/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion concerning award of contract 18300144 in the amount of \$560,900 to JaCody Construction to purchase and install replacement Screw Lift Pumps 2 & 4 at the Carters Creek Wastewater Treatment Plant.				
Sponsors:	David Coleman				
Indexes:					
Code sections:					
Attachments:	Bid Tab				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion concerning award of contract 18300144 in the amount of \$560,900 to JaCody Construction to purchase and install replacement Screw Lift Pumps 2 & 4 at the Carters Creek Wastewater Treatment Plant.

Relationship to Strategic Goals: Core Services and Infrastructure.

Recommendation: Staff recommends approval of this contract.

Summary: The Carters Creek Wastewater Treatment Plant has four very large tubular screw pumps that raise the raw wastewater into the headworks facility to allow the water to gravity flow through the treatment process. These pumps are very dependable and highly energy efficient. However, the screw lift pumps have been in service for over ten years and have begun to deteriorate and lose some effectiveness. They must be replaced in kind, because the configuration of the existing infrastructure makes it impractical to replace these pumps with pumps of a different configuration. This is phase two of the replacement project (screw lift pumps 1 & 3 were replaced in November 2016) and will complete the replacement plan for all four pumps.

Invitation to Bid 18-019 was issued with a bid allowance for purchase of the two proprietary screw lift pumps. One bid was received for \$560,900 from JaCody Construction LP, with Bryan Construction Co. as subcontractor. Since the cost to replace the previous two pumps in 2016 was \$580,400 we believe this bid is reasonable. Staff recommends award to JaCody as the lowest responsive, responsible bidder.

Budget & Financial Summary: Budget for this project in the amount of \$600,600 was included in the Wastewater Capital Improvement Projects Fund for FY18.

Attachments:

- 1) Contract on file in the City Secretary's Office
- 2) Bid tabulation.



City of College Station - Purchasing Division
Bid Tabulation for #18-019
"Replacement of Two (2) Screw Lift Pumps at CCWWTP"
Open Date: Tuesday, November 21, 2017 @ 2:00 p.m.

				JaCody Construction , LP	
				College Station, Texas	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
CATEGORY					
1	1	LS	Mobilization, bonds and insurance	\$35,000.00	\$35,000.00
2	1	LS	Pump installation, complete and in place	\$122,900.00	\$122,900.00
3	1	LS	Allowance for purchase of City -preferred screw lift pumps	\$394,000.00	\$394,000.00
4	1	LS	Disposal of pumps 2 &4	\$9,000.00	\$9,000.00
TOTAL BASE BID				\$560,900.00	

NOTES:

Bid Certification	Y
Bid Bond	Y
Addenda Acknowledged	Y



Legislation Details (With Text)

File #:	18-0040	Version:	1	Name:	Lick Creek WWTP Change Order No. 1
Type:	Change Order	Status:		Status:	Consent Agenda
File created:	1/8/2018	In control:		In control:	City Council Regular
On agenda:	1/25/2018	Final action:		Final action:	
Title:	Presentation, possible action and discussion regarding Change Order No. 1 to construction contract 17300389 with McDonald Municipal & Industrial decreasing the contract amount by \$52,182 resulting in a new contract total of \$1,074,287.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Change Order 1 - Form (Final) - Signed Project Location Map - Lick Creek WWTP Generator Addition				

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion regarding Change Order No. 1 to construction contract 17300389 with McDonald Municipal & Industrial decreasing the contract amount by \$52,182 resulting in a new contract total of \$1,074,287.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the change order.

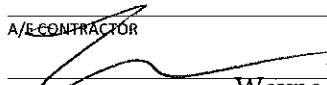
Summary: As part of the construction bid, an item for installing 3 temporary generators was included to allow for the electrical improvements to be completed. After starting construction the contractor and consultant determined that the electrical improvements could be completed without needing the installation of temporary generators while reusing some of the existing duct banks. In addition, an 8-inch waterline planned for relocation will be realigned to reduce bends in the proposed duct banks.

Budget & Financial Summary: A total of \$1,490,000 is budgeted for this project (Lick Creek Wastewater Treatment Plant Generator Replacement) in the Wastewater Capital Improvement Projects Fund. After the deductive change order #1 of \$52,182 is applied, the total expenditures and encumbrances for this project will be \$1,276,429, leaving a balance of \$213,571.

Attachments:

1. Change Order 1 to Contract 17300389, McDonald Municipal & Industrial
2. Project Location Map

CHANGE ORDER NO. 1 P.O.#: 17205165		DATE: 12/12/2017 PROJECT: LICK CREEK WWTP GENERATOR ADDITION		Contract No. 173003899		
OWNER: City of College Station P.O. Box 9960 College Station, Texas 77842			CONTRACTOR: McDonald Municipal & Industrial 5044 Timber Creek Houston, TX 77017 Ph: 713-921-1368 Fax: 713-928-2569			
PURPOSE OF THIS CHANGE ORDER: A) Realignment of the 8" water line relocation to reduce bending of the two duct banks running from the electrical manhole to the switchgear pad. B) Remove the need of three portable generators by making the following revisions: 1) Reuse the existing conduits and wires from the existing 2 pad mounted transformers to the existing in ground pull box (electrical manhole). 2) Meggar test the existing cables from the pad mounted transformers to the new ATS's. 3) Install new conduits from the existing in ground pull box to the (2) new ATS's. Pull the existing wire currently feeding "A side" and "B side" of "SWBD" into the 2 new ATS's (line side). Install new wire from the 2 new ATS's (load side) to existing "SWBD". 4) Work with the City Electric department to de-energize one pad mounted transformer at a time and feed both "A side" and "B side" of "SWBD" from a single pad mounted transformer via existing KK interlocks while tying the new ATS's into the new distribution system.						
ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
8	LS	Construction of all electrical modifications, including but not limited to underground conduit and duct bank, above ground conduit, wire, communication wiring, electrical pull-boxes, electrical switchboard modifications, lighting, existing equipment tie-ins, and all else noted in the specifications and contract drawings (Deduct for electrical work as described above)	\$ 180,896.00	-	-	\$ (4,999.00)
9	EA	Provide three (3) portable diesel powered generator systems for the duration of the electrical shutdown of the project, and all else noted in the specifications and contract drawings	\$ 16,667.00	3	0	\$ (50,001.00)
22	LF	8" AWWA C900 DR 14 PVC Waterline, including Bedding, Backfill, Tracer Wire and Detector Tape, by Open Cut, All Depths	\$ 50.00	93	135	\$ 2,100.00
23	LF	4" AWWA C900 DR 14 PVC Waterline, including Bedding, Backfill, Tracer Wire and Detector Tape, by Open Cut, All Depths	\$ 30.00	12	0	\$ (360.00)
24	LF	Trench Safety System (for Waterline)	\$ 1.00	107	135	\$ 28.00
25	LF	Grout Fill and Abandon Existing 8" Waterline, All Depths	\$ 5.00	86	76	\$ (50.00)
27	EA	8" DI MJ Bend	\$ 250.00	2	3	\$ 250.00
28	EA	8" x 4" DI MJ Tee	\$ 500.00	1	0	\$ (500.00)
29	EA	8" DI MJ Tee	\$ 500.00	1	2	\$ 500.00
30	EA	8" Wet Connection including all Required Fittings, Adapters, etc.	\$ 100.00	1	2	\$ 100.00
36	LF	Saw Cut Existing HMAC Driveway and Conduct HMAC Driveway Repair	\$ 10.00	15	40	\$ 250.00
CO1.01	EA	8" X 4" DI MJ Reducer	\$ 500.00	0	1	\$ 500.00
					TOTAL	\$ (52,182.00)
THE NET AFFECT OF THIS CHANGE ORDER IS A -4.6% DECREASE.						
ALL ITEMS (WF1761997 / SPWOC-6591)			(\$52,182.00)			
TOTAL CHANGE ORDER			(\$52,182.00)			
ORIGINAL CONTRACT AMOUNT			\$1,126,469.00			
CHANGE ORDER NO. 1			(\$52,182.00) -4.6% CHANGE			
REVISED CONTRACT AMOUNT			\$1,074,287.00 -4.6% TOTAL CHANGE			
ORIGINAL CONTRACT TIME			360 Days			
TIME EXTENSION NO. 1			0 Days			
REVISED CONTRACT TIME			360 Days			
SUBSTANTIAL COMPLETION DATE			October 11, 2018			
REVISED SUBSTANTIAL COMPLETION DATE			October 11, 2018			
APPROVED						
A/E CONTRACTOR _____ Date 12/13/17 CONSTRUCTION CONTRACTOR Wayne Berkenmeier			CHIEF FINANCIAL OFFICER _____ Date CITY ATTORNEY _____ Date CITY MANAGER _____ Date MAYOR _____ Date CITY SECRETARY _____ Date			
PROJECT MANAGER _____ Date						
CITY ENGINEER _____ Date						
DEPARTMENT DIRECTOR _____ Date						

CHANGE ORDER NO. 1 P.O.#: 17205165		DATE: 12/12/2017 PROJECT: LICK CREEK WWTP GENERATOR ADDITION		Contract No. 173003899		
OWNER: City of College Station P.O. Box 9960 College Station, Texas 77842			CONTRACTOR: McDonald Municipal & Industrial 5044 Timber Creek Houston, TX 77017 Ph: 713-921-1368 Fax: 713-928-2569			
PURPOSE OF THIS CHANGE ORDER:						
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9	EA	Provide three (3) portable diesel powered generator systems for the duration of the electrical shutdown of the project, and all else noted in the specifications and contract drawings	\$ 16,667.00	3	0	\$ (50,001.00)
22	LF	8" AWWA C900 DR 14 PVC Waterline, including Bedding, Backfill, Tracer Wire and Detector Tape, by Open Cut, All Depths	\$ 50.00	93	135	\$ 2,100.00
23	LF	4" AWWA C900 DR 14 PVC Waterline, including Bedding, Backfill, Tracer Wire and Detector Tape, by Open Cut, All Depths	\$ 30.00	12	0	\$ (360.00)
24	LF	Trench Safety System (for Waterline)	\$ 1.00	107	135	\$ 28.00
25	LF	Grout Fill and Abandon Existing 8" Waterline, All Depths	\$ 5.00	86	76	\$ (50.00)
27	EA	8" DI MJ Bend	\$ 250.00	2	3	\$ 250.00
28	EA	8" x 4" DI MJ Tee	\$ 500.00	1	0	\$ (500.00)
29	EA	8" DI MJ Tee	\$ 500.00	1	2	\$ 500.00
30	EA	8" Wet Connection including all Required Fittings, Adapters, etc.	\$ 100.00	1	2	\$ 100.00
36	LF	Saw Cut Existing HMAC Driveway and Conduct HMAC Driveway Repair	\$ 10.00	15	40	\$ 250.00
CO1.01	EA	8" X 4" DI MJ Reducer	\$ 500.00	0	1	\$ 500.00
				TOTAL		\$ (52,182.00)
THE NET AFFECT OF THIS CHANGE ORDER IS A -4.6% DECREASE.						
ALL ITEMS (WF1761997 / SPWOC-6591)			(\$52,182.00)			
TOTAL CHANGE ORDER			(\$52,182.00)			
ORIGINAL CONTRACT AMOUNT			\$1,126,469.00			
CHANGE ORDER NO. 1			(\$52,182.00)		-4.6% CHANGE	
REVISED CONTRACT AMOUNT			\$1,074,287.00		-4.6% TOTAL CHANGE	
ORIGINAL CONTRACT TIME			360 Days			
TIME EXTENSION NO. 1			0 Days			
REVISED CONTRACT TIME			360 Days			
SUBSTANTIAL COMPLETION DATE			October 11, 2018			
REVISED SUBSTANTIAL COMPLETION DATE			October 11, 2018			
APPROVED						
A/E-CONTRACTOR			Date		CHIEF FINANCIAL OFFICER Date	
			12/13/17			
CONSTRUCTION CONTRACTOR Wayne Berkenmeier					CITY ATTORNEY Date	
PROJECT MANAGER			Date		CITY MANAGER Date	
CITY ENGINEER			Date		MAYOR Date	
DEPARTMENT DIRECTOR			Date		CITY SECRETARY Date	

CHANGE ORDER NO. 1 P.O.#: 17205165	DATE: 12/12/2017 PROJECT: LICK CREEK WWTP GENERATOR ADDITION	Contract No. 173003899				
OWNER: City of College Station P.O. Box 9960 College Station, Texas 77842		CONTRACTOR: McDonald Municipal & Industrial 5044 Timber Creek Houston, TX 77017 Ph: 713-921-1368 Fax: 713-928-2569				
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22	LF	8" AWWA C900 DR 14 PVC Waterline, including Bedding, Backfill, Tracer Wire and Detector Tape, by Open Cut, All Depths	\$ 50.00	93	135	\$ 2,100.00
23	LF	4" AWWA C900 DR 14 PVC Waterline, including Bedding, Backfill, Tracer Wire and Detector Tape, by Open Cut, All Depths	\$ 30.00	12	0	\$ (360.00)
24	LF	Trench Safety System (for Waterline)	\$ 1.00	107	135	\$ 28.00
25	LF	Grout Fill and Abandon Existing 8" Waterline, All Depths	\$ 5.00	86	76	\$ (50.00)
27	EA	8" DI MJ Bend	\$ 250.00	2	3	\$ 250.00
28	EA	8" x 4" DI MJ Tee	\$ 500.00	1	0	\$ (500.00)
29	EA	8" DI MJ Tee	\$ 500.00	1	2	\$ 500.00
30	EA	8" Wet Connection including all Required Fittings, Adapters, etc.	\$ 100.00	1	2	\$ 100.00
36	LF	Saw Cut Existing HMA Driveway and Conduct HMA Driveway Repair	\$ 10.00	15	40	\$ 250.00
CO1.01	EA	8" X 4" DI MJ Reducer	\$ 500.00	0	1	\$ 500.00
					TOTAL	\$ (52,182.00)
THE NET AFFECT OF THIS CHANGE ORDER IS A -4.6% DECREASE.						
ALL ITEMS (WF1761997 / SPWOC-6591) TOTAL CHANGE ORDER			(\$52,182.00) (\$52,182.00)			
ORIGINAL CONTRACT AMOUNT CHANGE ORDER NO. 1 REVISED CONTRACT AMOUNT			\$1,126,469.00 (\$52,182.00) \$1,074,287.00	-4.6% -4.6%	CHANGE TOTAL CHANGE	
ORIGINAL CONTRACT TIME TIME EXTENSION NO. 1 REVISED CONTRACT TIME			360 Days 0 Days 360 Days			
SUBSTANTIAL COMPLETION DATE REVISED SUBSTANTIAL COMPLETION DATE			October 11, 2018 October 11, 2018			
APPROVED						
_____ A/E-CONTRACTOR			_____ Date 12/13/17	_____ CHIEF FINANCIAL OFFICER		
_____ CONSTRUCTION CONTRACTOR Wayne Berkenmeier				_____ CITY ATTORNEY		
_____ PROJECT MANAGER			_____ Date	_____ CITY MANAGER		
_____ CITY ENGINEER			_____ Date	_____ MAYOR		
_____ DEPARTMENT DIRECTOR			_____ Date	_____ CITY SECRETARY		

Project Location Map

Lick Creek WWTP

Generator Addition

Legend

 Project Location

 Standard

 Lift Stations

 Treatment Plants

 Fittings

 Gravity

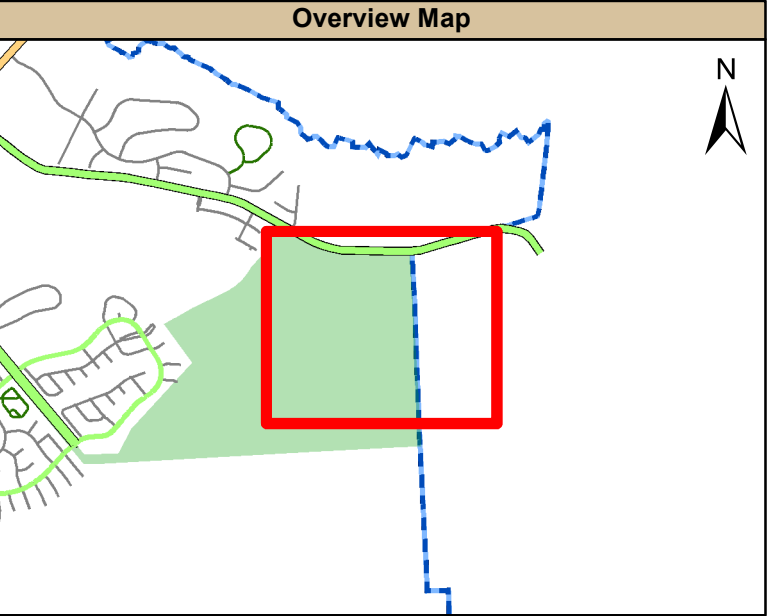
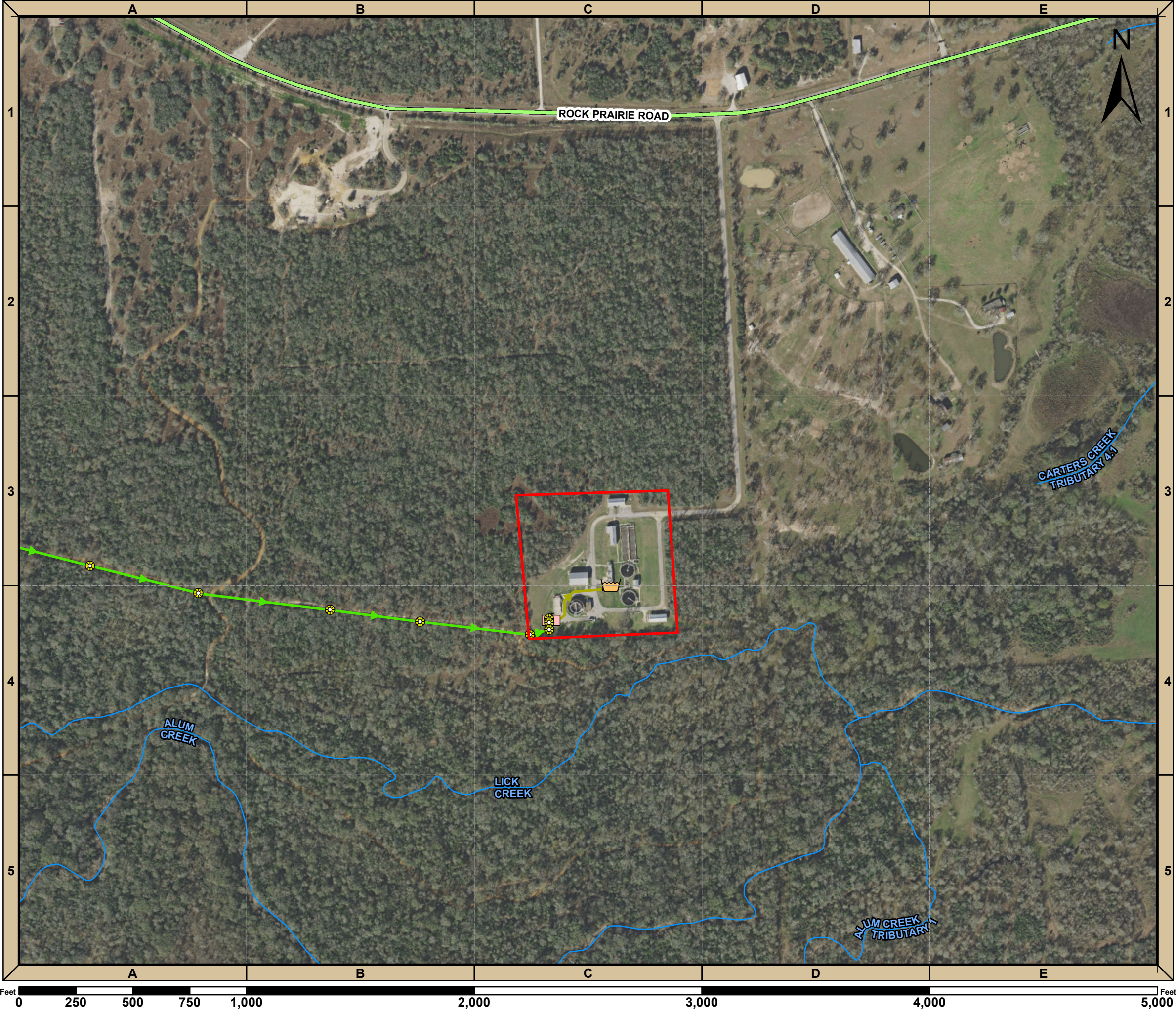
 Force

Streets

Functional Classification

 MAJOR COLLECTOR

 Rivers



DISCLAIMER: 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.



Legislation Details (With Text)

File #:	18-0042	Version:	1	Name:	Commercial and Multifamily Recycling Collection Franchise Agreement
Type:	Franchises	Status:		Status:	Consent Agenda
File created:	1/8/2018	In control:		In control:	City Council Regular
On agenda:	1/25/2018	Final action:			
Title:	Presentation, possible action, and discussion on the second reading of a franchise agreement with CCAA Management Series, LLC d/b/a Brazos Valley Recycling d/b/a The Big Dumpster; for the collection of recyclables from commercial businesses and multi-family locations.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	CCAA Management Series Franchise Agreement				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on the second reading of a franchise agreement with CCAA Management Series, LLC d/b/a Brazos Valley Recycling d/b/a The Big Dumpster; for the collection of recyclables from commercial businesses and multi-family locations.

Relationship to Strategic Goals:

- Sustainable City

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

Summary: The proposed agreement would allow CCAA Management Series, LLC d/b/a Brazos Valley Recycling d/b/a The Big Dumpster to collect recyclables from commercial businesses and multi-family locations within the City of College Station.

Budget & Financial Summary: N/A

Attachments:

1. Franchise ordinance



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 18300205 PROJECT#: _____ BID#: _____ RFP: _____

Contract Description:

Recyclable Collection Franchise Ordinance

Project Name:

Commercial and Apartment Recycling

Name of Contractor:

CCAA Management Series, LLC

CONTRACT TOTAL VALUE: \$ _____

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 # _____ ☐ CHANGE ORDER # _____ ☐ OTHER _____

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

Franchise agreement permitting contractor use of right-of-way for the collection of recyclables from businesses and apartment complexes.

(If required)*

CRC Approval Date*: _____ Council Approval Date*: 1/11/2018 Agenda Item No*: _____

--Section to be completed by Risk and Purchasing Only--

Insurance Certificates: _____ Performance Bond: _____ Payment Bond: _____

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

EXECUTIVE DIRECTOR, BUSINESS SERVICES

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

MAYOR (if applicable)

DATE

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

ORDINANCE NO. _____

RECYCLABLES COLLECTION FRANCHISE AGREEMENT

AN ORDINANCE GRANTING CONTRACTOR, CCAA MANAGEMENT SERIES, LLC, D/B/A BRAZOS VALLEY RECYCLING AND D/B/A THE BIG DUMPSTER, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION ("CITY") FOR THE PURPOSE OF PROVIDING COLLECTION OF CONSTRUCTION AND DEMOLITION DEBRIS FROM RESIDENTIAL SITES, RECYCLABLES AND RECYCLABLE CONSTRUCTION AND DEMOLITION DEBRIS FROM COMMERCIAL BUSINESSES AND MULTIFAMILY RESIDENCES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.

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

WHEREAS, the City pursuant to City Charter Article XI, may grant franchises to entities for use of public streets, alleys, and highways for collection of Recyclables and Construction and Demolition Debris generated in City limits; and

WHEREAS, the City of College Station desires to exercise the Charter's authority and grant a non-exclusive franchise to Contractor for collection of demolition and construction debris from residential sites, collecting demolition and construction debris, recyclable materials, and organic waste from multifamily and commercial locations for the purpose of recycling.

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

Table of Contents

Article I. Definitions	3
Article II. Grant of Authority and Acceptance	4
Article III. Payment and Term	4
Article IV. Access to Records & Reporting.....	5
Article V. Rates to be Charged by Contractor	6
Article VI. Appearance of Personnel and Equipment.....	6
Article VII. Collection and Transport of Recyclables	7
Article VIII. Placement of Receptacles	7
Article IX. Service Complaints.....	7
Article X. Disposal and Processing	8
Article XI. Violation and Penalty	8
Article XII. Insurance	8
Article XIII. Indemnification and Release.....	9
Article XIV. Disputes and Mediation	9
Article XV. General Terms.....	10
Exhibit A. Schedule of Rates	14
Exhibit B. Insurance Requirements	15
I) Standard Insurance Policies Required:	15
II) General Requirements Applicable to All Policies:	15
III) Commercial General Liability.....	15
IV) Business Automobile Liability.....	15
V) Workers' Compensation Insurance	16
Exhibit C. Certificates of Insurance.....	17

ARTICLE I. DEFINITIONS

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

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

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

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

ARTICLE III. PAYMENT AND TERM

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

- a. A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.
 - b. A fee is required, equivalent to six and one half percent (6.5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least fifty-five percent (55%) but less than sixty percent (60%) of Recyclables collected.
 - c. A fee is required, equivalent to eight percent (8%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting less than fifty-five percent (55%) of Recyclables collected.
- 3.2 Payments.** Revenue received by Contractor from this Agreement is subject to the Franchise Fee and shall be computed into Contractor's monthly gross revenues, delivery revenues, hauling revenues, and rates, as described in **Exhibit A**. Payment will be paid quarterly to the City, and shall be due by the twentieth (20th) day of the month following the end of the previous calendar quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding account balance under Article V.
- 3.3 Failure to Pay.** Failure by Contractor to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XV. General Terms of this Agreement (Termination for Cause).
- 3.4 Franchise Fee Requirements.** Payments must state on a form approved by the City:
- a. The number and type of Customers collected from, for the previous quarter, for Customers included in this Agreement.
 - b. The total tons landfilled, recycled or composted, regardless of origin of collection, for the previous quarter.
 - c. The total tons landfilled, recycled or composted, within the jurisdictional limits of the City, for the previous quarter.
 - d. The total gross revenues for the previous calendar quarter, for revenues generated under this agreement.
 - e. The total payment amount
- 3.5 Term.** The term of this Agreement shall be for a period of five (5) years, beginning on the date of acceptance and approval by City Council.

ARTICLE IV. ACCESS TO RECORDS & REPORTING

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

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

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

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

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

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

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

ARTICLE VII. COLLECTION AND TRANSPORT OF RECYCLABLES

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

ARTICLE VIII. PLACEMENT OF RECEPTACLES

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

ARTICLE IX. SERVICE COMPLAINTS

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

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

ARTICLE X. DISPOSAL AND PROCESSING

- 10.1 Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWM, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.
- 10.2 Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.
- 10.3 Disposal.** In no case shall any Recyclable or Compostable Materials be disposed in a landfill.

ARTICLE XI. VIOLATION AND PENALTY

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

ARTICLE XII. INSURANCE

- 12.1** The Contractor shall procure and maintain, at its sole cost and expense for the term of this Agreement, insurance against claims for injuries to persons or damages to property that

may arise from or in connection with the performance of the services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.

- 12.2** The Contractor's insurance shall list the City of College Station, its employees, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C**.

ARTICLE XIII. INDEMNIFICATION AND RELEASE

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

ARTICLE XIV. DISPUTES AND MEDIATION

- 14.1 Disputes.** If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.
- 14.2 Mediation.** If the parties not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that

list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.

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

ARTICLE XV. GENERAL TERMS

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

15.2 Termination.

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

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

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

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

- 15.6 Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the

Immigration Reform and Control (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

- 15.7 Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
- 15.8 Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
- 15.9 Invalid Provisions.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, and if by limiting that provision, the Agreement may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 15.10 Entire Agreement.** This Agreement represents the entire agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 15.11 Agree to Terms.** The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.
- 15.12 Effective Date.** According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.
- 15.13 Notice.** Any official notice under this Agreement will be sent to the following addresses:

City of College Station
Attn: Heather Woolwine
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
hwoolwine@cstx.gov

CCAA Management Series, LLC
d/b/a Brazos Valley Recycling
d/b/a The Big Dumpster
Attn: Blake Brannon
Brenham, TX 77833
bbrannon@premiermetaltbuyers.com

- 15.14 List of Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

- A. Schedule of Rates
- B. Insurance Requirements

C. Certificates of Insurance

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

- a.** First Consideration & Approval on the ____ day of _____, 2018.
- b.** Second Consideration & Approval on the ____ day of _____, 2018.

**CCAA MANAGEMENT SERIES, LLC
D/B/A BRAZOS VALLEY RECYCLING
D/B/A THE BIG DUMPSTER**

By: _____

Printed Name: _____

Title: **Owner/Member**

Date: _____

CITY OF COLLEGE STATION

By: _____

Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A. SCHEDULE OF RATES

Contractor's base rate is \$140 per month, and may increase, depending on a variety of conditions, including but not limited to:

- Location of Customer,
- Impact on Existing Routes,
- Ingress and Egress Capabilities,
- Special Requests by Customers,
- Frequency of Collections,
- Volume of Materials,
- Type of Materials,
- External Contributing Conditions of Market Costs.

EXHIBIT B. INSURANCE REQUIREMENTS

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

I) Standard Insurance Policies Required:

- A)** Commercial General Liability
- B)** Business Automobile Liability
- C)** Workers' Compensation

II) General Requirements Applicable to All Policies:

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

III) Commercial General Liability

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

IV) Business Automobile Liability

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

V) Workers' Compensation Insurance

- A) Workers compensation insurance shall include the following terms:
 - 1) Employer's Liability minimum limits of liability not less than \$500,000 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"

EXHIBIT C. CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2017

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 Higginbotham Insurance Agency, Inc. 500 W. 13th Street Fort Worth TX 76102	CONTACT NAME: Amanda Villanueva	
	PHONE (A/C, No, Ext): 800-247-0712 FAX (A/C, No): 817-347-6981	
	E-MAIL ADDRESS: avillanueva@higginbotham.net	
INSURED CCAAM CCA Management Series, LLC See desc of ops for Supplemental Named Insured 8825 Stewarts Meadow College Station TX 77845	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Crum & Forster Specialty Ins. Co	44520
	INSURER B: Navigators Insurance Company	42307
	INSURER C: Texas Mutual Insurance Company	22945
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 398521600**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 ☐ CLAIMS-MADE ☒ OCCUR ☒ 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			EPK117723	5/27/2017	5/27/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Sudden Acc Poll Liab \$1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0001298422	12/27/2016	12/27/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Equipment Special Form inc Theft Rented/Leased Equipment to others			NY16ILM0BA31V03	5/27/2017	5/27/2018	Scheduled Equipment Deductible Limit-\$100,000 See Below \$5,000

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

Supplemental Named Insured:
Brazos Valley Recycling

General Liability policy includes environmental impairment coverage.

The General Liability policy include a blanket automatic additional insured endorsement that provides additional insured status (GL includes See Attached...

CERTIFICATE HOLDER**CANCELLATION**City of College Station
PO Box 9960
College Station TX 77842

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

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED CCAA Management Series, LLC See desc of ops for Supplemental Named Insured 8825 Stewarts Meadow College Station TX 77845	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

completed ops) and blanket waiver of subrogation to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The Workers' Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

Legislation Details (With Text)

File #:	18-0065	Version:	1	Name:	Annual Auto & Truck Tire Purchases
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	1/17/2018	In control:		In control:	City Council Regular
On agenda:	1/25/2018	Final action:		Final action:	
Title:	Presentation, possible action and discussion on approving annual tire purchases and retread services from Southern Tire Mart, LLC through the BuyBoard Purchasing Cooperative (Contract 470-14) in the annual not-to-exceed amount of \$230,000.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	01.25.18 Tires - Buy Board.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion on approving annual tire purchases and retread services from Southern Tire Mart, LLC through the BuyBoard Purchasing Cooperative (Contract 470-14) in the annual not-to-exceed amount of \$230,000.

Relationship to Strategic Goals:

1. Financially Sustainable City

Recommendation(s): Staff recommends approval to purchase new tires and retread services from Southern Tire Mart, LLC through the BuyBoard Purchasing Cooperative contract. The estimated annual expenditure of \$230,000.00 is based on the average amount spent on new tires and retread services since January 2016 and the anticipated needs for existing vehicles and new vehicles being added to inventory this fiscal year. Estimated annual expenditures are \$200,000.00 for the purchase of new tires and \$30,000.00 for retread services.

Summary: Southern Tire Mart, LLC is BuyBoard's contractor for the sale of new tires and retread services. BuyBoard is a purchasing cooperative for public agencies. All products and services available for purchase through BuyBoard contracts have been competitively bid and awarded. Purchasing products and services via BuyBoard contracts satisfies any requirement of State law relating to competitive bids or proposals. Contingent upon Council approval a blanket contract will be issued to Southern Tire Mart, LLC for the term of January 29, 2018 through January 29, 2019.

Budget & Financial Summary: Funds are available and budgeted in the Fleet Maintenance fund which is funded by all other departments.

Reviewed and Approved by Legal: Yes

Attachments: Summary of BuyBoard Contract 470-14



Phone: 800.695.2919
 Fax: 800.211.5454
 Email:
 info@buyboard.com

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Vendor Contract Information

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southern tire mart

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Show all prices

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None Selected

[Contract](#)

None selected

Additional Resources

Vendor Name: Southern Tire Mart LLC

Address: 800 Highway 98 BYP
 Columbia, MS 39429

Phone Number: (877) 786-4681

Alternate Phone Number (601) 410-4762

Email: rconwill@stmtires.com

Website: <http://www.stmtires.com>
Federal ID: 06-1689011

Contact: Richard Conwill

Accepts RFQs: Yes

Minority Owned: No

Women Owned: No

Service-Disabled Veteran Owned: No

EDGAR: No

Contract Name: Tires, Tubes and Automotive Parts, Supplies and Equipment

Contract Description: All types of tires & tubes; retread tires; batteries; mobile lift systems, supports stands & jacks; complete lines of automotive parts & supplies; hand tools

Contract#: 470-14

Effective Date: 12/01/2014

Expiration Date: 02/28/2018

Payment Terms: Net 30 days

Delivery Days: 7

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Company Truck

Region Served: All Texas Regions

States Served: Arkansas, Florida, Georgia, Louisiana, Mississippi, Nevada, Oklahoma, Tennessee, Texas

Quote Reference Number: 470-14

Return Policy: See attached.

Additional Dealers: See Extended Exceptions for dealer list.

0%-45% discount off tires and tubes of various manufacturers: Michelin, BFGoodrich, Uniroyal, Firestone and Bridgestone.

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)
Proposal Documents: [Click to view BuyBoard Proposal Documents](#)
Regulatory Notice: [Click to view Bonding Regulatory Notice](#)
Construction Services Advisory: [Click to view the Construction Related Goods and Services Advisory](#)
Extended Exceptions: [Click to view Vendor Extended Exceptions Documents](#)

Contact us 800.695.2919



Legislation Details (With Text)

File #:	18-0066	Version:	1	Name:	Annual Purchase of Emergency Response Vehicles Parts and Services
Type:	Contract	Status:		Status:	Consent Agenda
File created:	1/17/2018	In control:		In control:	City Council Regular
On agenda:	1/25/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on approving an annual blanket purchase order for the purchase of repair parts and repair labor for fire trucks from Siddons-Martin Emergency Group through the BuyBoard Purchasing Cooperative (Contract 481-15) in an amount not to exceed \$120,000.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Buyboard Contract.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approving an annual blanket purchase order for the purchase of repair parts and repair labor for fire trucks from Siddons-Martin Emergency Group through the BuyBoard Purchasing Cooperative (Contract 481-15) in an amount not to exceed \$120,000.

Relationship to Strategic Goals:

1. Financially Sustainable City

Recommendation(s): Staff recommends approval of an annual blanket purchase order to purchase various repair parts and services from Siddons-Martin Emergency Group through the BuyBoard Purchasing Cooperative. The estimated annual expenditure of \$120,000.00 is based on the average amount spent on repair parts and services since January 2015 and the anticipated needs for existing vehicles and new vehicles being added to inventory this fiscal year.

Summary: Summary: BuyBoard is a purchasing cooperative for public agencies. All products and services available for purchase through BuyBoard contracts have been competitively bid and awarded and satisfy any State law requirements relating to competitive bids or proposals. Contingent upon Council approval, a blanket purchase order will be issued for the term of January 29, 2018 through January 29, 2019.

Budget & Financial Summary: Purchases of fire apparatus parts are made though an inventory account as budgeted and available in the Fleet Maintenance Funds. Charges are made to the Fire Department for fire apparatus vehicle maintenance and repairs based on the average annual cost for each piece of equipment.

Reviewed and Approved by Legal: Yes

Attachments: Siddons-Martin Contract Information



Phone: 800.695.2919
 Fax: 800.211.5454
 Email:
 info@buyboard.com

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Show all prices

[Category](#)

None Selected

[Contract](#)

None selected

Vendor Name: Siddons-Martin Emergency Group**Address:** 14233 Interdrive West

Houston, TX 77032

Phone Number: (800) 784-6806**Email:** jdoran@siddons-martin.com**Website:** <http://www.siddons-martin.com>**Federal ID:** 27-4333590**Contact:** Jeffrey Doran**Accepts RFQs:** Yes**Minority Owned:** No**Women Owned:** No**Service-Disabled Veteran Owned:** No**EDGAR:** No**Contract Name:** Fire Apparatus
Contract Description: Commercial and custom class A pumper/tankers; aerial ladder & aerial platform; non-walk in and walk in rescue vehicles; quick attack and brush type vehicles; optional equipment; repair parts and service
Contract#: 491-15**Effective Date:** 09/01/2015**Expiration Date:** 08/31/2018**Service Fee:** Vehicles purchase orders are subject to a \$1500 service fee**Payment Terms:** Upon delivery**Delivery Days:** 360**Shipping Terms:** Pre-paid and added to invoice**Freight Terms:** FOB Destination**Ship Via:** Common Carrier**Region Served:** All Texas Regions**States Served:** All States**Additional Info:** Purchase order subject to a \$1500 service fee.**Quote Reference Number:** 491-15**Additional Dealers:** See Extended Exceptions for dealer list.

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)**Proposal Documents:** [Click to view BuyBoard Proposal Documents](#)**Regulatory Notice:** [Click to view Bonding Regulatory Notice](#)**Proposal Files:** [Click to view Vendor Proposal Files Documents](#)**Renewal Notice/Letter:** [Click to view Vendor Renewal Notice/Letter Documents](#)**Additional Dealers/Distributors:** [Click to view Vendor Additional Dealers/Distributors Documents](#)

Contact us 800.695.2919



Legislation Details (With Text)

File #:	18-0049	Version:	1	Name:	Ordinance Establishing Annexation Public Hearing Dates and Authorizing Preparation of Annexation Service Plan
Type:	Ordinance	Status:			Consent Agenda
File created:	1/10/2018	In control:			City Council Regular
On agenda:	1/25/2018	Final action:			
Title:	Presentation, possible action, and discussion regarding adoption of an Ordinance directing staff to prepare a service plan and establishing public hearing dates and times for the annexation of approximately 65 acres on the west side of the City.				
Sponsors:	Lance Simms				
Indexes:					
Code sections:					
Attachments:	ProposedAnnexationAreas Ordinance				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding adoption of an Ordinance directing staff to prepare a service plan and establishing public hearing dates and times for the annexation of approximately 65 acres on the west side of the City.

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Core Services and Infrastructure
- Diverse Growing Economy
- Improving Mobility

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

Summary: As required by Chapter 43 of the Texas Local Government Code, this ordinance directs Staff to prepare a service plan for the area identified for annexation. The service plan will contain the details related to the provision of specific municipal services to the property upon annexation. The service plan must be complete and available for public inspection prior to the annexation public hearings.

The ordinance also establishes the dates, times, and location for the two required annexation public hearings as follows:

- Monday (19 March 2018) at 6:00 p.m. in the City Hall Council Chambers, and
- Thursday (22 March 2018) at 6:00 p.m. in the City Hall Council Chambers

Budget & Financial Summary: A fiscal impact analysis (FIA) will be performed as part of the annexation process. The results of the FIA will be presented to the City Council prior to final action on the proposed annexation.

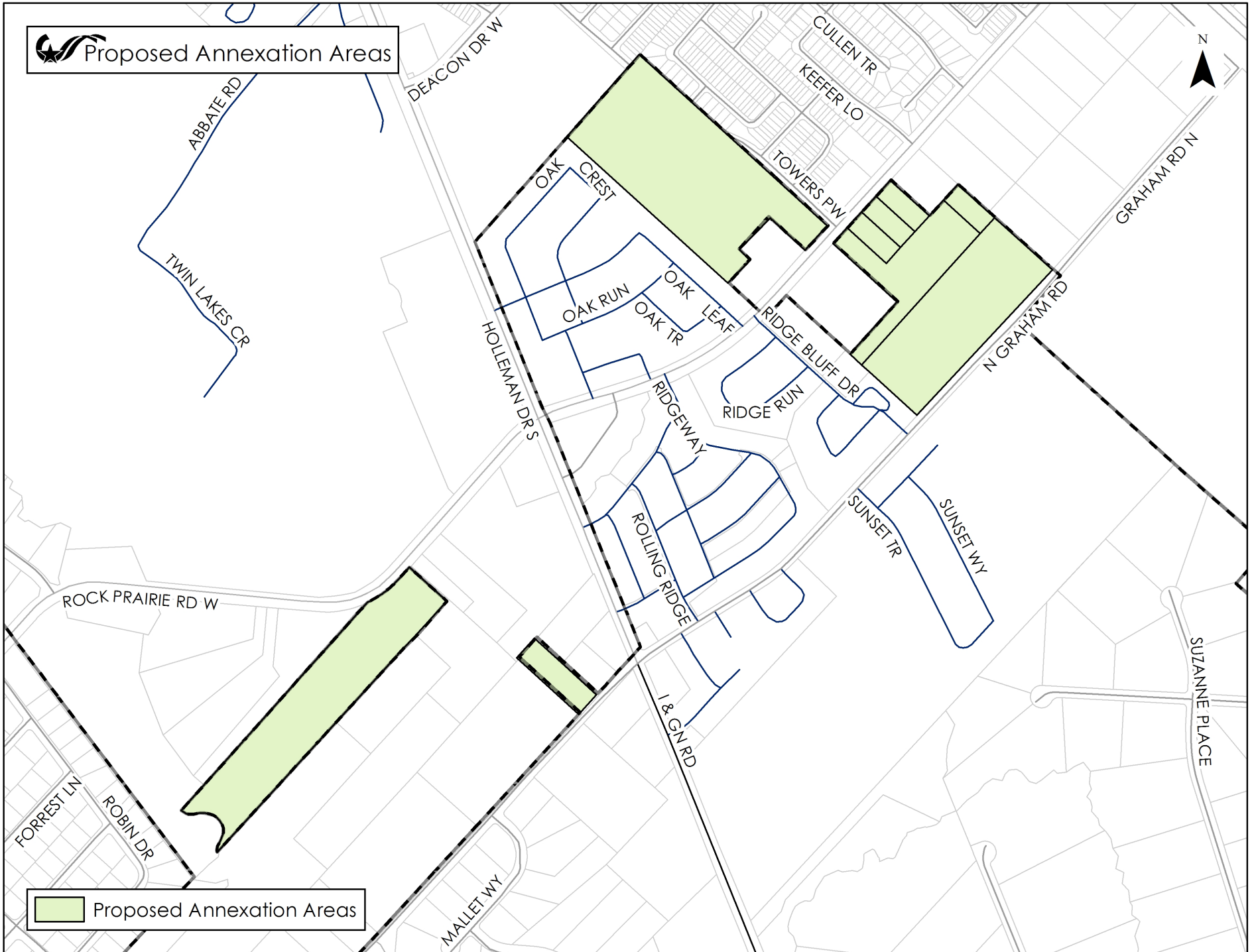
Legal Review: Yes

Attachments:

1. Map of Annexation Areas
2. Ordinance



Proposed Annexation Areas



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, DIRECTING THE PREPARATION OF A SERVICE PLAN AND SETTING DATES, TIME AND PLACE FOR PUBLIC HEARINGS ON THE PROPOSED ANNEXATION OF CERTAIN PROPERTY.

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

PART 1: That the City Council hereby directs its Planning & Development Services Department and other appropriate departments to prepare a service plan providing for the extension of municipal services to the areas proposed for annexation.

PART 2: That the City Council hereby calls and sets public hearings by and before the City Council of the City of College Station, Texas on Monday, March 19th, 2018 at 6:00 p.m. and Thursday, March 22nd, 2018 at 6:00 p.m. Both public hearings will be held in the Council Chambers of City Hall located at 1101 Texas Avenue, College Station, Texas. The public hearings will give all interested persons the right to appear and be heard on the proposed annexation by the City of College Station, Texas.

PART 3: That the areas proposed for annexation shown graphically in **Exhibit “A”**, attached hereto and made a part of this Ordinance for all purposes.

PART 4: That this Ordinance shall become effective immediately upon passage by the City Council.

PASSED, ADOPTED and APPROVED this 25th day of January, 2018.

ATTEST:

APPROVED:

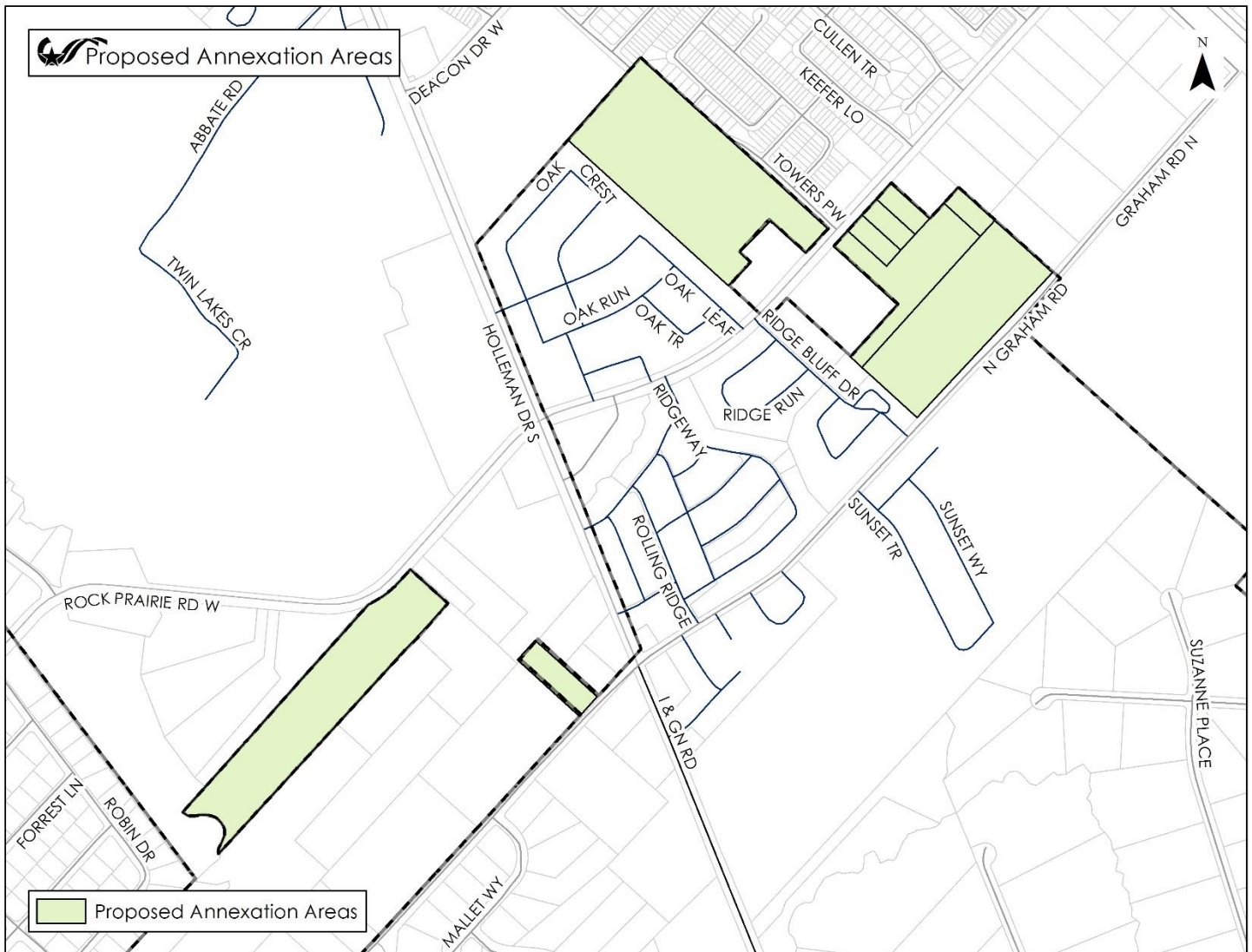
City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A



Legislation Details (With Text)

File #:	18-0050	Version:	1	Name:	Water Oversize Participation Agreement - Brazos Valley Auto Complex
Type:	Agreement	Status:			Consent Agenda
File created:	1/10/2018	In control:			City Council Regular
On agenda:	1/25/2018	Final action:			
Title:	Presentation, possible action, and discussion regarding an Ordinance approving an Oversize Participation (OP) agreement with BKCK. LTD. in the amount of \$149,805.60 for a new water main along State Highway 6 South near the intersection of Sebesta Road.				
Sponsors:	Carol Cotter				
Indexes:					
Code sections:					
Attachments:	Vicinity Map Ordinance Exhibit A				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an Ordinance approving an Oversize Participation (OP) agreement with BKCK. LTD. in the amount of \$149,805.60 for a new water main along State Highway 6 South near the intersection of Sebesta Road.

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Core Services and Infrastructure
- Diverse Growing Economy

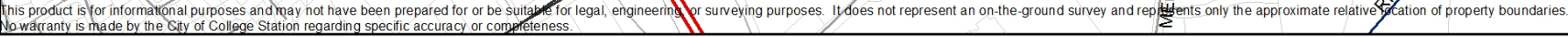
Recommendation(s): Staff recommends approval.

Summary: Associated with the development of the Brazos Valley Auto Complex, the City is requesting the construction of an 18-inch water transmission line in compliance with the Water Master Plan. The developer's engineer demonstrated that a 12-inch water line was adequate for the proposed development. Therefore, this Oversized Participation agreement will cover the difference in construction cost between the 12-inch water line and the 18-inch water line for approximately 1,431 linear feet along State Highway 6 South.

Budget & Financial Summary: Funds for this oversized participation request are budgeted and available in the Water Capital Improvement Projects Fund. A total of \$200,000 is included in the FY18 budget for Water oversized participation, of which \$149,805.60 is being recommended for this project.

Attachments:

1. Vicinity Map
2. Ordinance
3. Exhibit A



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A PARTICIPATION AGREEMENT BY AND BETWEEN THE CITY AND BKCK, LTD & AUTOBUILDERS GENERAL CONTRACTING SERVICES, INC. FOR THE DEVELOPMENT OF THE BRAZOS VALLEY AUTO COMPLEX SUBDIVISION, WATER LINE PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, BKCK, LTD is a developer developing the Brazos Valley Auto Complex Subdivision; and

WHEREAS, as part of said development, the construction of certain public infrastructure is required; and

WHEREAS, pursuant to Section 212.071 et seq. Texas Local Government Code the City of College Station and the developer have agreed to jointly participate in the construction of certain public infrastructure to wit: the Brazos Valley Auto Complex Subdivision, Water Line Project (“Project”) as further set forth in a Participation Agreement ; now, therefore,

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

PART 1: That the City Council hereby finds it to be in the best interest of its citizens to enter into that one certain Participation Agreement with BKCK, LTD & Autobuilders General Contracting Services, INC. for the construction of the Brazos Valley Auto Complex Subdivision Water Line Project. A copy of said Participation Agreement is attached as **Exhibit “A”** and incorporated herein by reference.

PART 2: That the City Council hereby approves and authorizes the City Manager to execute the Participation Agreement with BKCK, LTD & Autobuilders General Contracting Services, INC. obligating the CITY to pay a maximum of \$149,805.60 out of a total estimated amount of \$288,422.20 for the labor, materials and equipment required for the improvements related to Brazos Valley Auto Complex Subdivision Water Line Project.

PART 3: That the funding for this Participation Agreement shall be as budgeted from the Water Capital Improvement Project Fund, in the amount of \$149,805.60.

PART 4: 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 5: That this ordinance shall take effect immediately from and after its passage.

PASSED, ADOPTED and APPROVED this 25th day of January, 2018.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A
Participation Agreement

**CITY OF COLLEGE STATION
OVERSIZED PARTICIPATION AGREEMENT
FOR CONSTRUCTING, RECONSTRUCTING, OR OVERSIZING
PUBLIC INFRASTRUCTURE**

This Agreement is entered into by and between the **City of College Station**, a Texas Home Rule Municipal Corporation (hereinafter "City"),

BKCK LTD, a (insert state) Texas
(check one) ☐ corporation ☒ partnership ☐ sole proprietorship ☐ limited liability company,
whose principle office is located at 5802 N. Navarro Street, Suite 100,
Victoria, TX, 77904 (hereinafter "Developer") and,

AutoBuilders General Contracting Services, INC., a (insert state) Florida
(check one) ☒ corporation ☐ partnership ☐ sole proprietorship ☐ limited liability company,
whose principle office is located at 5715 Corporate Way,
West Palm Beach, FL, 33407 (hereinafter "Contractor"), whereas
the City, Developer, and Contractor are hereinafter collectively referred to as the "Parties".

WHEREAS, Developer is developing property within the City of College Station city limits, more particularly described as Brazos Valley Auto Complex College Station, Brazos County, Texas (hereinafter "Property") a description of which is attached hereto as **Exhibit "A"**; and

WHEREAS, Developer is required to construct, reconstruct, or oversize certain public infrastructure, such as roadways, utilities, sidewalks, drainage facilities, water and sewer facilities, etc. that relate to Developer's proposed development; and

WHEREAS, Developer has engaged Contractor to perform portions of the above-described work; and

WHEREAS, City is required or desirous of assuming some financial responsibility for construction, reconstruction, or oversizing of certain public infrastructure affecting Developer's development; and

WHEREAS, the City and Developer will receive benefits from participation in the construction, reconstruction, or oversizing of certain public infrastructure as set forth in this Agreement; and

WHEREAS, because of this and in order to comply with City's overall development plan, both Developer and City agree that it is in the best interests of the public for the Parties to construct, reconstruct, or oversize certain identified public infrastructure; and

WHEREAS, the City Engineer has reviewed the data, reports and analysis, including that provided by Developer's engineers, and determined that certain such public infrastructure qualifies for City-Developer participation; and

WHEREAS, the Parties agree as to the nature and proportion of participation as further recited herein and as may be required by applicable law including Chapter 212, Subchapter C, Developer Participation in Contract for Public Improvement and Chapter 252, Purchasing and Contracting Authority of Municipalities of the Texas Local Government Code; and

NOW, THEREFORE, for and in consideration of the recitations above and the promises and covenants herein expressed, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Approved Plans means the plans and specifications that meet the requirements of this Participation Agreement, the City of College Station Codes and Ordinances and any other applicable laws and that have been submitted to, reviewed and approved by the City of College Station relating to the Project.

1.2 City or College Station means the City of College Station, a Texas Home Rule Municipal Corporation located at 1101 Texas Avenue, College Station, Texas 77840, with a mailing address of P.O. Box 9960, College Station, Texas 77842.

1.3 Contractor means the contractor entity described in the caption of this Agreement.

1.4 Developer means the developer entity described in the caption of this Agreement.

1.5 Effective Date. The date on which this Agreement is duly approved by both Parties.

1.6 Final Completion. The term "Final Completion" means that all the work on the Project has been completed, a written guarantee of performance for a one-year maintenance period has been provided, all final punch list items have been inspected and satisfactorily completed, all payments to material men and subcontractors have been certified as completed, all documentation, and all closeout documents have been executed and approved by the Developer as required, all Letters of Completion and other City documentation have been issued for the Project, all reports have been submitted and reporting requirements have been met, and Developer has fully performed or caused to be fully performed, all other requirements contained herein.

1.7 Letter of Completion. A letter issued by the City Engineer stating that the construction of public improvements conforms to the plans, specifications and standards contained in or referred to in the Unified Development Ordinance of the City of College Station.

1.8 Oversizing Participation Costs means the difference between the Project Costs of the necessary public infrastructure with oversizing and the Project Costs of the necessary public infrastructure without oversizing, as contained in the Developer's engineer's detailed cost estimate

prepared and sealed by a licensed professional engineer. Note: All levels of funding, including, but not limited to, Oversizing Costs, Participation Costs, and Project Costs and estimates shall be reviewed and approved by the City Engineer.

1.9 Property means that one certain tract or tracts of land located at A004601, M RECTOR (ICL), TRACT 40.2, 18.328 ACRES and as further described in **Exhibit “A”**.

1.10 Project means the construction of Water line improvements as described in **Exhibit “C”**, and includes the full cost of materials and labor for construction, but excludes City-paid oversizing costs and costs of surveys, easements, and engineering and inspection services. Note: All levels of funding, including, but not limited to, Oversizing Costs, Participation Costs, and Project Costs and estimates shall be reviewed and approved by the City Engineer.

1.11 Project Costs means the full cost of materials and labor for construction of the Project, but excluding City-paid oversizing costs and costs of surveys, easements, and engineering and inspection services. Note: All levels of funding, including, but not limited to, Oversizing Costs, Participation Costs, and Project Costs and estimates shall be reviewed and approved by the City Engineer.

ARTICLE II CITY COST PARTICIPATION

2.1 Agree to Participate. City agrees to cost participate in the Project up to the maximum not-to-exceed amounts and percentages, as determined by the City Engineer and based upon the “Oversizing Participation Costs”, as estimated in **Exhibit “D”**. City’s actual rate of participation will be based upon the final actual cost of the Project as reflected by the breakdown of costs required pursuant to this Agreement. In no event shall the City’s total costs exceed the maximum amounts estimated in **Exhibit “D”**.

2.2 Competitive Bidding. If the Project is located within the extraterritorial jurisdiction of the City, then the Project must be competitively bid pursuant to Chapter 252 of the Texas Local Government Code, as amended. If competitive bidding is required:

- a. Developer shall pay for all costs associated with advertising, printing, and distributing plans and specifications for the Project, and
- b. City will be responsible for placing the advertisements, obtaining bids, negotiating proposals, and awarding bids.

2.3 Cost of Project. Developer’s engineer’s sealed detailed cost estimate of the Project is attached hereto and incorporated herein as **Exhibit “D”**.

2.4 Application for Payment. Application for payment by the Developer to the City for payment to the Developer pursuant to the terms of this Agreement must include the following in a form acceptable to City:

- a. Final Completion of the Project in accordance with the Approved Plans;
- b. Issuance of all Letters of Completion relating to the Project;
- c. Developer's compliance with all City Codes, Ordinances and standards relating to the Project;
- d. Dedication of the land for the right-of-way or easement either by plat or by deed relating to the Project;
- e. A current title report as of the date of such land dedication and updated within sixty (60) days of the date of this Agreement;
- f. Lien releases or subordinations from all lenders as required by City;
- g. Proof that all guarantees of performance and payment as set forth in this Agreement have been met, including all bond requirements when applicable, and
- h. A breakdown of actual costs of the Project with supporting documentation, including all payment receipts and a breakdown of City's portion of Project Costs, as appropriate.

2.5 City Participation Payment. Developer shall submit the written application for City participation payment within sixty (60) days after issuance of all Letters of Completion relating to the Project or Developer shall be ineligible to receive the City participation payment as specified in this Agreement and City's obligation to cost participate shall terminate without any liability. Subject to written approval by the City Manager, the Developer's sixty (60) day submittal deadline may be extended up to one-hundred twenty (120) days to account for extenuating circumstances related to the Project. Applications may not be submitted prior to the issuance of all Letters of Completion. City will pay its participation funds in one payment within forty-five (45) days after receipt of a complete written application for participation payment from Developer.

2.6 No Waiver of Impact Fees. By entering into this Agreement, the City does not waive nor exempt Developer from Impact Fees or other City fees.

2.7 Reports, books and other records. Developer shall make its books and other records related to the Project available for inspection by City. Developer shall submit to City any and all information or reports requested to verify the expenditures submitted for City participation eligibility including, but not limited to bid documents, payment applications, including any supporting information, canceled checks, copies of construction and engineering documents, as determined by the City Engineer in his sole discretion, for the verification of the cost of the Project detailed in **Exhibits "C" and "D"** of this Agreement. The submission of these reports and information shall be the responsibility of Developer and shall be certified by Developer's Licensed Professional Engineer at Developer's expense and signed by an authorized official of the entity.

**ARTICLE III
GOVERNMENTAL IMMUNITY, INDEMNIFICATION,
RELEASE AND INSURANCE**

3.1 BY ENTERING INTO THIS AGREEMENT, THE CITY DOES NOT CONSENT TO SUIT; WAIVE ITS GOVERNMENTAL IMMUNITY OR THE LIMITATIONS AS TO DAMAGES UNDER THE TEXAS TORT CLAIMS ACT.

3.2 INDEMNIFICATION. DEVELOPER AND CONTRACTOR, JOINTLY AND SEVERALLY, AGREE TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND CITY AND ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, EXPERT FEES AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, OR FOR BREACH OF CONTRACT, ARISING OUT OF OR IN CONNECTION WITH THE PROJECT OR WORK PERFORMED UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH INJURIES, DEATH, DAMAGES OR BREACH ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE DEVELOPER, THE CONTRACTOR, OR ANY THIRD PARTY.

3.3 RELEASE. DEVELOPER AND CONTRACTOR, JOINTLY AND SEVERALLY, ASSUME FULL RESPONSIBILITY FOR THE PROJECT OR WORK TO BE PERFORMED HEREUNDER, AND RELEASE, RELINQUISH AND DISCHARGE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES, FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREFORE, FOR ANY INJURY TO OR DEATH OF ANY PERSONS AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH, DEVELOPER'S OR CONTRACTOR'S PROJECT OR WORK TO BE PERFORMED HEREUNDER. THIS RELEASE SHALL APPLY WHETHER OR NOT SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER OR NOT SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION WERE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF CITY, ANY OTHER PARTY RELEASED HEREUNDER, DEVELOPER, CONTRACTOR, OR ANY THIRD PARTY.

3.4 Insurance. The Developer and Contractor shall procure and maintain, at their own 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 Project or work to be performed by Developer or its contractors, subcontractors, agents, representatives, volunteers, or employees, and by Contractor or its subcontractors, agents, representatives, volunteers, or employees. Said insurance shall list College Station, its officers, agents, employees, and volunteers as Additional

Insureds. See **Exhibit “E”** for required limits of liability insurance. Certificates of insurance evidencing the required insurance coverages on the most current form approved by the Texas Department of Insurance shall be attached hereto as **Exhibit “F”**.

3.5 Survival. All provisions of this Article III, including, but not limited to, governmental immunity, indemnity, release, and insurance, survive termination or expiration of this Agreement.

ARTICLE IV PROJECT AND CONSTRUCTION

4.1 Right to Inspect the Work. City may inspect the Project for compliance with the Approved Plans during construction. In the event that it is determined by City that any of the work or materials furnished is not in strict accordance with the Approved Plans, City may withhold funds until the nonconforming work conforms to the Approved Plans or terminate this Agreement at City’s election without any further liability.

4.2 Independent Contractor. Developer and Contractor shall be solely responsible for ensuring the selecting, supervising, and paying of its contractors and subcontractors and for complying with all applicable laws, including, but not limited to all requirements concerning workers compensation and construction retainage with respect to the Project. The Parties agree all employees, volunteers, personnel and materials furnished or used by Developer and its contractors and subcontractors, or Contractor and its subcontractors, in the Project will be the responsibility of Developer and Contractor and understand Developer and Contractor will not be deemed employees or agents of City for any purpose. Nothing in this Agreement will establish a joint venture between the Developer, Contractor, and the City.

4.3 Payment for materials and labor. Developer and Contractor shall be solely and exclusively responsible for compensating any of its contractors, subcontractors, employees, material men or suppliers of any type or nature whatsoever and insuring that no claims or liens of any type will be filed against any property owned by City arising out of or incidental to the performance of Developer or Contractor pursuant to this Agreement. In the event a statutory lien notice is sent to City, Developer shall, where no payment bond covers the work, upon written notice from the City, immediately obtain a bond at its expense and hold City harmless from any losses that may result from the filing or enforcement of any said lien notice.

4.4 Affidavit of bills paid. Prior to the issuance of a Letter of Completion of the Project, Developer shall provide City a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, material men, and subcontractors have been released, and that there are no claims pending of which Developer has been notified. Such affidavit shall be in a form as substantially set forth in **Exhibit “G”** which is attached hereto and incorporated by reference.

4.5 Requirements of Applicable rules remain. This Agreement does not alter, amend modify or replace any other requirements contained in the Code of Ordinances of the City of College Station, Texas, Unified Development Ordinance of the City of College Station, or other applicable law.

4.6 Warranty: Upon issuance of a certificate of Final Completion, Developer warrants and will ensure that the Developer's Contractor's warranty will pass through to the City and will warrant for a period of one (1) year (or longer as provided in Part d., below) (such period being referred to as the "Warranty Period") as follows:

- a. **That, through the Developer's Contractor's pass through warranty, all materials provided to the City under this Agreement shall be new unless otherwise approved in advance, in writing, by the City Engineer and that all work will be of good quality, free from faults and defects, and in conformance with this Agreement and recognized industry standards.**
- b. All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective, and shall be repaired or replaced at Developer's sole cost and expense.
- c. 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 Developer.
- d. Where more than a one (1) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

ARTICLE V GUARANTEE OF PERFORMANCE AND PAYMENT

5.1 Bonding Requirements of Developer. The Developer shall require its construction contractor(s) to provide performance bonds in accordance with the requirements of Texas Local Government Code §212.073. The performance bond shall be provided using the form attached in **Exhibit "H"** to ensure construction of the Project. For Projects exceeding fifty thousand dollars (\$50,000) in total value, Developer will ensure its contractor performing the Project executes a payment bond to ensure payment to subcontractors and vendors. The Developer and the City shall be dual obligees on the performance bond if issued on behalf of Developer's construction contractor(s). Bonds shall be on a City-approved form, be executed by a corporate surety according to Chapter 2253 of the Texas Government Code, and be for the full cost of Developer's construction contract to which the Project relates.

5.2 Bonding Requirements of City. If the Project is located within the extraterritorial jurisdiction of the City, the City will ensure that the prime contractor of the Project executes to the City a performance bond and a payment bond as required by Chapter 2253 of the Texas Government Code.

ARTICLE VI GENERAL PROVISIONS

6.1 Amendments. No amendment to this Agreement will be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both Parties.

6.2 Choice of Law and Venue. 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.

6.3 Authority to enter into Agreement. Each party represents that it has the full power and authority to enter into and perform this Agreement. Specifically, the person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of Developer represents that he or she is authorized to sign on behalf of Developer and agrees to provide proof of such authorization to the City upon request. The person executing this Agreement on behalf of Contractor represents that he or she is authorized to sign on behalf of Contractor and agrees to provide proof of such authorization to the City upon request.

6.4 Agreement read. The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

6.5 Notice. Any notice sent under this Agreement, except as otherwise expressly required herein, shall be hand delivered, written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:

To Developer:

BKCK LTD
Chris Wall
5802 N. Navarro
Victoria, Texas 77904

To Contractor:

AutoBuilders General Contracting
Services, Inc.
5715 Corporate Way
West Palm Beach, FL 33407

To City:

City of College Station
City Engineer
P.O. Box 9960
College Station, TX 77842

With copies to:

City Attorney and City Manager
P.O. Box 9960
College Station, TX 77842

Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, the party.

6.6 Term. This Agreement will terminate after expiration of the warranty period, subject to survival of other provisions, as indicated. The Agreement term may be extended by mutual written agreement of the Parties.

6.7 Termination. This Agreement and 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.

- a. Any such termination shall be effected by delivery to the Developer and 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.
- b. In the event of termination for convenience by City, the Developer and 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 Developer and Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience by City, Developer and Contractor waive and release any claim for lost profits or damages.
- c. In the event of termination for convenience by City, the Developer and Contractor may continue construction on the current as-approved construction plans issued with the development permit, with the removal of the oversizing requirement from the as-approved construction plans.

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

6.9 Default. In the event of a breach of this Agreement by Developer or Contractor, City may terminate this Agreement and exercise any and all legal remedies.

6.10 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Agreement as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Agreement or by reform by a court of competent jurisdiction.

6.11 Duplicate Originals. The parties may execute this Agreement in duplicate originals, each of equal dignity.

6.12 Recitals. The "WHEREAS" clauses set forth above are expressly incorporated in and form part of the terms of this Agreement.

6.13 Captions. The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.

6.14 Singular and Plural. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires.

6.15 Ambiguity. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

6.16 Anti-Boycott Verification. As required by Chapter 2270, Government Code, Developer and Contractor hereby verifies that Developer and Contractor do not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes

6.17 No Third Party Beneficiaries. No person or entity shall be a third party beneficiary to this Agreement or shall have any right or cause of action hereunder.

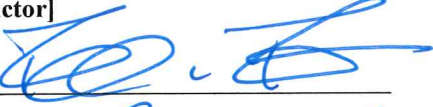
6.18 No Partnership. This Agreement and the transactions and performances contemplated hereby shall not create any manner of partnership, joint venture or similar relationship between the Parties.

6.19 Exhibits. All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

List of Exhibits:

- A. Legal Description of the Property
- B. Route Survey and Off-Site Easements Instruments *(if applicable)*
- C. Description of the Project
- D. Engineer’s stamped and sealed estimate of costs and breakdown for Project and Participation Costs
- E. Insurance Requirements
- F. Certificates of Insurance
- G. Affidavit of All Bills Paid Form
- H. Performance Bond (Dual Obligee Form)
- I. Payment Bond (Dual Obligee Form)

(Signature Page Immediately Follows)

BKCK LTD**[Developer]**BY:  _____Printed Name: CHRIS WALLTitle: GENERAL COUNSELDate: 1/5/18**AUTOBUILDERS GENERAL
CONTRACTING SERVICES, INC.****[Contractor]**BY:  _____Printed Name: ROBERT W. RAWLETTTitle: PresidentDate: 1/4/18**CITY OF COLLEGE STATION**

BY: _____

City Manager

Date: _____

APPROVED_____
City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

Exhibit A
Legal Description of the Property

GESSNER ENGINEERING, LLC

16-0962

2501 Ashford Drive, Suite 102
College Station, Texas 77840
(979) 680-8840 - Fax (979) 680-8841

Property Description of 18.328 Acre Tract
Morgan Rector Survey, Abstract No.46
Brazos County, Texas

Field notes for that certain tract of land situated in the State of Texas, the County of Brazos, the City of College Station, and being a part of the Morgan Rector Survey, Abstract No. 46, containing 18.328 acres, more or less, described in a Special Warranty Deed from Brazos Re Investors Group, LLC to BKCK LTD., a Texas limited partnership, recorded in Volume 13868, Page 17, Official Records of Brazos County, Texas (O.R.B.C.T.). Said tract described as follows, to wit;

BEGINNING at a 1/2-inch iron rod found, capped "K. MCCLURE RPLS 5650" in the southeast right-of-way of Sebesta Road (60' right-of-way) and the northeast right of way of South Earl Rudder Freeway (State Highway No. 6), and being the most northwesterly of the herein described tract;

THENCE, North 42°18'25" East, 346.96 feet, with the southeast line of Sebesta Road, to a 1/2-inch iron rod found bent, for the most westerly corner of the remainder of a called 33.336-acre tract, described in a Warranty Deed to Robert L. Bower, Jr., recorded in Volume 2602, Page 147, (O.R.B.C.T.) and the most northerly corner of the herein described tract. For reference, a 1/2-inch iron rod found for the north corner of said 33.336-acre tract bears North 42°18'25" East, 209.43 feet;

THENCE, with the northeast line of the herein described tract, for the following (5) calls:

1. South 47°26'16" East, 150.04 feet, to a 1/2-inch iron rod found, capped "K. MCCLURE RPLS 5650" for angle point;
2. South 15°05'40" East, 71.36 feet, to a 1/2-inch iron rod set, capped "GESSNER". For reference, a 1/2-inch iron rod found, capped "K. MCCLURE RPLS 5650", for angle point; and
3. South 32°24'22" East, 1029.45 feet, to a 1/2-inch iron rod set, capped "GESSNER", for angle point;
4. South 47°42'32" East, passing at 80.62 feet, a 1/2-inch iron rod found for the southerly corner of said 33.336-acre tract and the most northwesterly corner of Block 1, Technology Business Park, Phase I, Volume 3085, Page 307 (O.R.B.C.T.), continuing for a total distance of 120.70 feet, to angle point in said Technology Business Park subdivision and said 16.552-acre tract;
5. South 32°17'08" East, with said common line, 102.66 feet, to a 1/2-inch iron rod found for the most easterly corner of said 18.328 acre tract, and the north corner of a called 1.045 Acre Public Access & Utility Easement, described as Tract 3 in a deed to Brazos RE Investors Group, LLC, recorded in Volume 9800, Page 288, and Volume 9801, Page 001, (O.R.B.C.T.)

THENCE with the said common line, for the following (3) calls:

1. South 60°59'54" West, 669.48 feet, to a 1/2-inch iron rod found, capped "K. MCCLURE RPLS 5650" for corner;
2. North 28°51'01" West, 5.13 feet, to a 1/2-inch iron rod found, capped "K. MCCLURE RPLS 5650" for corner, and

3. South 61°00'49" West, 75.59 feet, to a 1/2-inch iron rod found, capped "K. MCCLURE RPLS 5650", for the west corner of said 1.045-acre tract, same being the most southerly corner of the herein described tract and said 16.552-acre tract, in the northeast right-of-way line of South Earl Rudder Freeway (State Highway No. 6). For reference, a 1/2-inch iron rod found, capped "K. MCCLURE RPLS 5650", for the south corner of said 1.045-acre tract and the east corner of a called 18.905-acre tract of land, described as Tract 2 in a deed to Brazos RE Investors Group, LLC, recorded in Volume 9800, Page 288, and Volume 9801, Page 001, (O.R.B.C.T.) bears South 28°51'01" East, 70.00 feet;

THENCE, with the northeast right-of-way line of South Earl Rudder Freeway (State Highway No. 6) for the following (4) calls:

1. North 28°51'01" West, 174.56 feet, to an angle point from which a broken concrete highway right-of-way monument bears North 18°45'41" West, 0.78 feet;
2. North 19°57'42" West, 479.91 feet, from which a broken concrete highway right-of-way monument bears South 03°58'05" East, 0.40 feet;
3. North 15°05'19" West, 479.66 feet, from which a broken concrete highway right-of-way monument bears South 59°05'31" West, 0.51 feet, and
4. North 07°26'05" West, 242.60 feet, to the POINT OF BEGINNING, containing 18.328 acres of land, more or less.

Reference is hereby made to a separate survey plat bearing even date herewith.

Bearings are based on the Texas State Plane Coordinate System, Central Zone, (4203) NAD 83.

Michael Konetski 12/28/17
Michael Konetski, R.P.L.S. No. 6531
Gessner Engineering, LLC
December 28, 2017



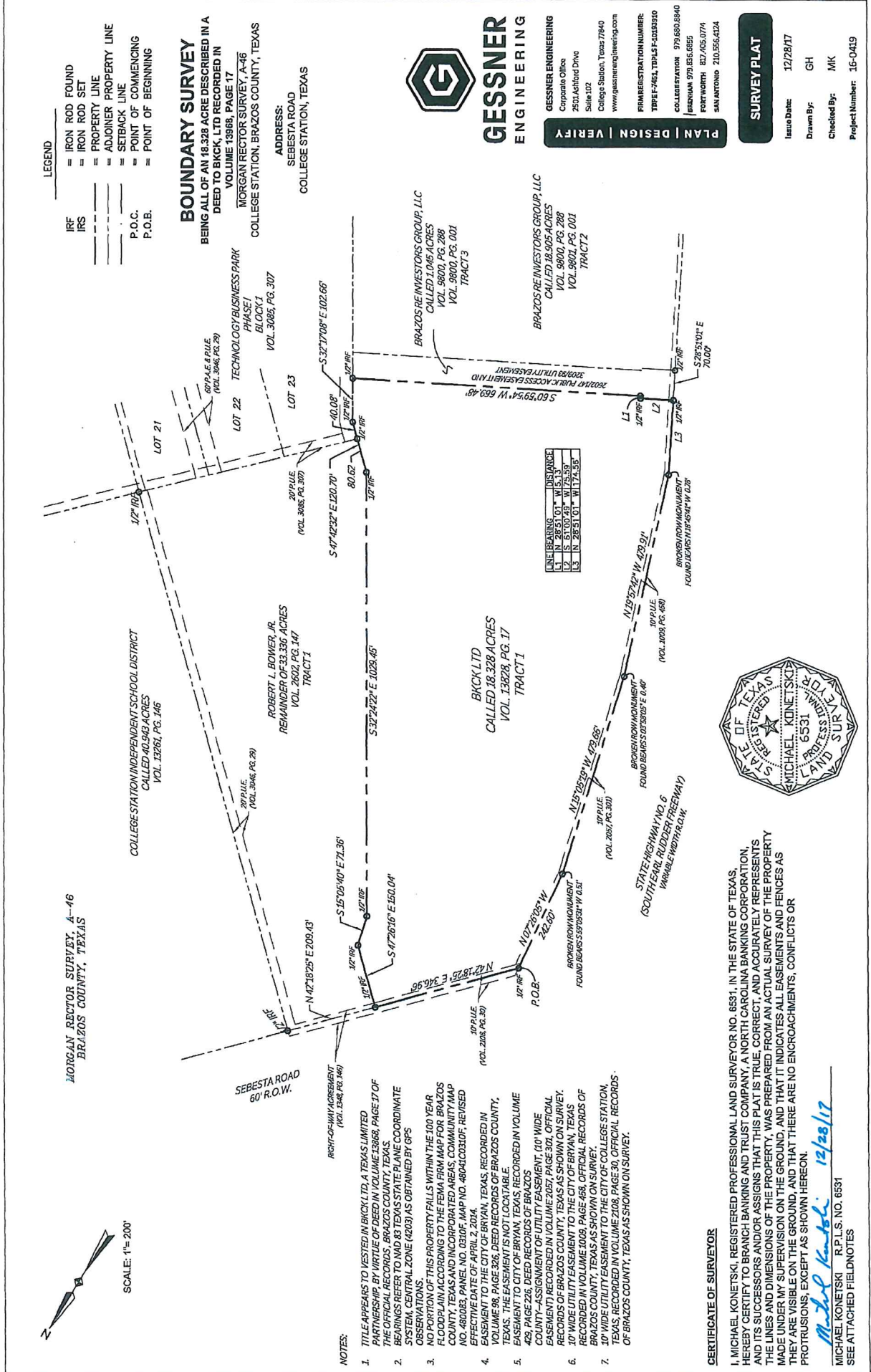
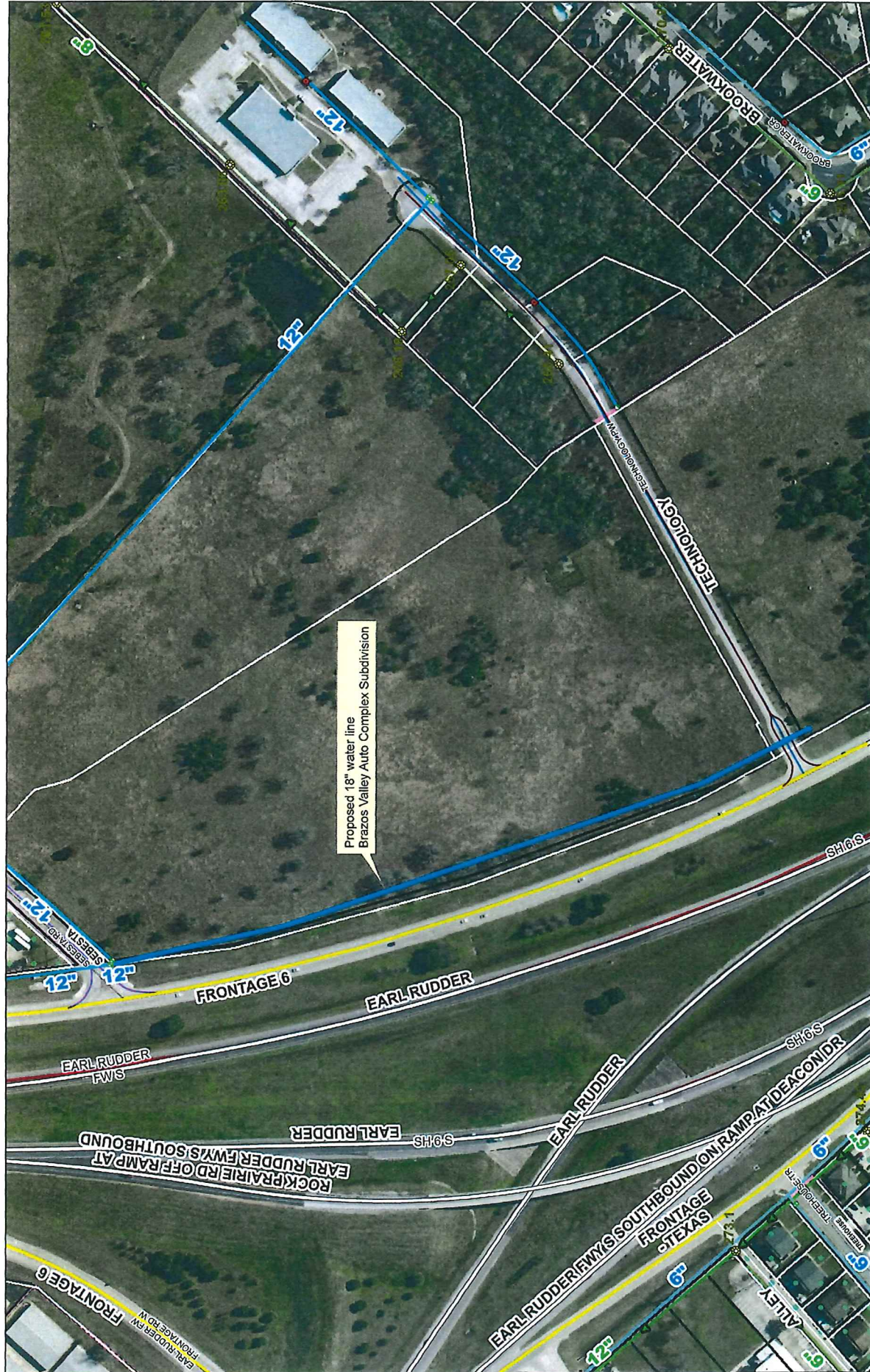


Exhibit B
Route Survey and Off-Site Easement Instruments
(if applicable)

Exhibit C
Description of the Project



The accuracy of this data is limited to the validity and accuracy of available data, and therefore the city makes no representation or warranties as to the accuracy of the data. Any party using the data does so at their own risk. This data is produced pursuant to the Texas Public Information Act. For specific questions regarding this plan contact Planning and Development

1 inch = 175 feet

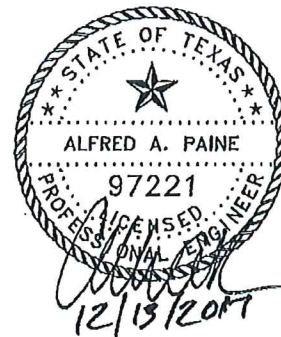
Exhibit D
**Engineer's Stamped and Sealed Estimate of Costs and
Breakdown for Project and Participation Costs**

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS**Brazos Valley Auto Complex Subdivision****SH 6 Public Waterline****Gessner Engineering, LLC****December 13, 2017**

GE Job #: 16-0962

Water

<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
1	TRENCH SAFETY	1,431	LF	\$ 1.00	\$ 1,431.00
2	12" PVC DR-18 C900 Waterline w/ Tracer Wire	1,234	LF	\$ 50.00	\$ 61,700.00
3	20" Steel Casing for 12" - By Open Cut Including 12" Carrier Pipe	197	LF	\$ 175.00	\$ 34,475.00
4	12" MJ, DI Gate Valve	5	EA	\$ 3,000.00	\$ 15,000.00
5	8" MJ, DI Gate Valve	5	EA	\$ 2,000.00	\$ 10,000.00
6	Fire Hydrant Assembly	1	EA	\$ 4,000.00	\$ 4,000.00
7	12"x12" MJ, DI Tee	1	EA	\$ 800.00	\$ 800.00
8	12"x8" MJ, DI Tee	4	EA	\$ 800.00	\$ 3,200.00
9	12" 45 MJ, DI Bend	2	EA	\$ 500.00	\$ 1,000.00
10	12" 11.25° MJ, DI Bend	3	EA	\$ 500.00	\$ 1,500.00
11	8" MJ, DI Plug	2	EA	\$ 400.00	\$ 800.00
12	12" MJ, DI Plug w/ End of Line Blocking	1	EA	\$ 500.00	\$ 500.00
13	2" End of Line Blow Off Valve Assembly	1	EA	\$ 700.00	\$ 700.00
	Water - Sub Total				\$ 135,106.00
Construction Cost					\$ 135,106.00
10% Contingency					\$ 13,510.60
Total Construction Cost					\$ 148,616.60



ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS**Brazos Valley Auto Complex Subdivision****SH 6 Public Waterline - Oversized****Gessner Engineering, LLC****December 13, 2017****GESSNER**
ENGINEERING

GE Job #: 16-0962

Water

<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
1	Trench Safety	1,431	LF	\$ 2.00	\$ 2,862.00
2	18" PVC DR-18 C900 Waterline w/ Tracer Wire	1,234	LF	\$ 85.00	\$ 104,890.00
3	30" Steel Casing for 18" - By Open Cut Including 18" Carrier	197	LF	\$ 350.00	\$ 68,950.00
4	18" MJ, DI Gate Valve	5	EA	\$ 10,000.00	\$ 50,000.00
5	12" MJ, DI Gate Valve	1	EA	\$ 3,000.00	\$ 3,000.00
6	8" MJ, DI Gate Valve	4	EA	\$ 2,000.00	\$ 8,000.00
7	Fire Hydrant Assembly	1	EA	\$ 4,000.00	\$ 4,000.00
8	18"x8" MJ, DI Tee	4	EA	\$ 1,500.00	\$ 6,000.00
9	18"x12" MJ, DI Tee	1	EA	\$ 2,000.00	\$ 2,000.00
10	18" 11.25 MJ, DI Bend	3	EA	\$ 1,500.00	\$ 4,500.00
11	18" 45 MJ, DI Bend	2	EA	\$ 1,500.00	\$ 3,000.00
12	18"x12" MJ, DI Reducer	1	EA	\$ 2,000.00	\$ 2,000.00
13	8" MJ, DI Plug	2	EA	\$ 400.00	\$ 800.00
14	12" MJ, DI Plug	1	EA	\$ 500.00	\$ 500.00
15	18" MJ, DI Plug w/ End of Line Blocking	1	EA	\$ 700.00	\$ 700.00
16	4" End of Line Blow Off Assembly	1	EA	\$ 1,000.00	\$ 1,000.00
	Water - Sub Total				\$ 262,202.00
Construction Cost					\$ 262,202.00
10% Contingency					\$ 26,220.20
Total Construction Cost					\$ 288,422.20



ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
Brazos Valley Auto Complex Subdivision
SH 6 Public Waterline - Oversized Participation Summary
Gessner Engineering, LLC
December 13, 2017



GE Job #: 16-0962

Waterline Summary

	<i>Item</i>	<i>Total</i>	
	SH 6 Public Waterline - Oversized 18"	\$ 288,422.20	
	SH 6 Public Waterline - Required 12"	\$ 148,616.60	
	Estimated Construction Costs Difference	\$ 139,805.60	
	Performance and Payment Bond Fees	\$ 10,000.00	
	Oversized Participation Estimate	\$ 149,805.60	

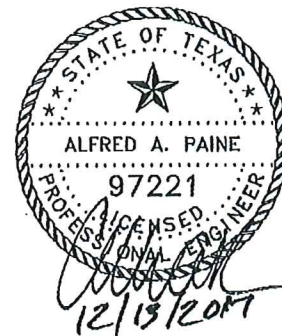


Exhibit E
Insurance Requirements

Throughout the term of this Agreement, Developer, Contractor, and Developer's Contractors (the Developer, Contractor, and Developer's Contractors are all collectively referred to as "Contractor"), must comply with the following:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation

II. General Requirements Applicable to All Policies:

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

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- B. Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- C. Limits of liability must be equal to or greater than \$1,000,000.00 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- E. The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability,

and Personal & Advertising Liability.

IV. Business Automobile Liability

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

V. Workers’ Compensation Insurance

- A. 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 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 Subcontractors’ employees. 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 insurance shall include the following terms:
 - 1. Employer’s Liability minimum limits of liability not less than \$500,000 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 (if applicable), and this Agreement, 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 paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*

J. By signing this contract, 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 contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

Exhibit F
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/03/2017

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

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

PRODUCER ALLY Risk Services, Inc. 500 Woodward Ave Detroit, MI 48226	CONTACT NAME: Dealer Products PHONE (A/C, No, Ext): 800-729-4622 Option #4 FAX (A/C, No): 866-955-6665 E-MAIL ADDRESS: certrequest@ally.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Harco National Insurance Company	
NAIC # 26433	
INSURED KEATING AUTO GROUP BKCK LTD 1801 STATE HIGHWAY 35 S PORT LAVACA TX 77979	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	CPP0006886-00	05/28/2017	05/28/2018	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ No Aggregate						
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☒ NON-OWNED AUTOS	Y	Y	CPP0006886-00	05/28/2017	05/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	\$						
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			BU0006886-00	05/28/2017	05/28/2018	EACH OCCURRENCE \$ 10,000,000
	AGGREGATE \$ No Aggregate						
	\$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						
A							

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

Certificate Holder is added as additional insured for general/excess liability, in regards to the named insureds negligent acts. Waiver of subrogation applies. A 30 day notice of cancellation applies except in the event of non-payment in which a 10 day notice applies. Coverage is primary and non-contributory over any collectible insurance

CERTIFICATE HOLDER
CANCELLATION

City of College Station Attn. Risk Management P. O. Box 9960 College Station, Texas 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kevin Grabowski
--	--

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Exhibit G
Affidavit of All Bills Paid Form

THE STATE OF TEXAS § AFFIDAVIT OF BILLS PAID
§
COUNTY OF BRAZOS § FOR PARTICIPATION AGREEMENT

Before me, the undersigned authority, _____ (“Affiant”),
 _____ (Title), of _____ (“Developer”),
 personally appeared being duly sworn, deposed, and states the following:

I am over 18 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts stated in it, which facts are true and correct.

The Developer pursuant to the Participation Agreement with the City of College Station, dated _____, 20__, has caused the Developer or the Developer’s contractors to furnish labor and materials to construct improvements for the _____ (description of project) on the real property known as _____, (address or legal description) more particularly described in the Participation Agreement as the “Project”.

To the extent Developer constructed or contracted for the construction of such improvements, the Developer or the Developer’s contractors have paid each of its sub-contractors, laborers and material men in full for all labor or materials provided to Developer on the Project.

To the best of Affiant’s knowledge, Developer or Developer’s contractors have not received notice of any claims pending against the Project in connection with the Project.

Executed this _____ day of _____, 20__.

AFFIANT:

Signature: _____

Printed Name: _____

SUBSCRIBED AND SWORN TO before me on this _____ day of _____, 20__.

 Notary Public, State of Texas

Exhibit H
Performance Bond
(Dual Obligor Form)

Bond No. SU1148810

PERFORMANCE BOND FOR PARTICIPATION AGREEMENT
Dual Obligee Form

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
THE COUNTY OF BRAZOS §

THAT WE, AutoBuilders General Contracting Services, Inc., as Principal, (the "Contractor" and the other subscriber hereto, Arch Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a Texas municipal corporation principally situated in Brazos County, (the "City" or "City of College Station") and BKCK LTD., (the "Developer") (collectively the "Obligees") in the sum of Two Hundred Eighty-Eight * (\$ 288,422.20) for the payment of which sum, well and truly to be made to the Obligees and their successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

* Thousand Four Hundred Twenty-Two & 20/100 Dollars

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a contract in writing ("Contract") with the Developer for Utility Work at BMW and Mercedes Benz ** ("Project"), 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 or its duly authorized representative, all of which are made a part of this instrument as fully and completely as if set out in full herein.

****** Auto Dealerships, Located at Brazos Valley Auto Complex, 3413 State Highway 6 S, College Station, TX 77845

WHEREAS, pursuant to a developer participation contract between the City and the Developer, the City will take title to the Project and has agreed to make a partial reimbursement to the Developer for the oversized portions of the Project.

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, and shall fully indemnify and save harmless the Obligees from all costs and damages which it may suffer by reason of the Contractor's default or failure to perform and shall reimburse and repay the Obligees all outlay and expense that the Obligees may incur in making good any such default or failure to perform, 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. In no event shall the liability of the Surety exceed the penal sum of this bond.

The Surety understands and agrees that the provision in the Contract that the City of College Station shall retain certain amounts due the Developer until the expiration of thirty 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 any 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 Obligees or their 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.

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.

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.

CONTRACTOR:

ATTEST & SEAL: (if a corporation) (SEAL)

WITNESS: (if not a corporation)

By: [Signature]
 Name: Timothy Ward Starnes
 Title: Chief Operating Officer
 Date: January 4, 2018

AutoBuilders General Contracting Services, Inc.

(Name of Contractor)

By: [Signature]
 Name: Robert W. Rawe II
 Title: President
 Date: January 4, 2018

SURETY:

ATTEST/WITNESS (SEAL)

By: [Signature]
 Name: Rita Lazarides
 Title: Witness
 Date: January 4, 2018

Arch Insurance Company

(Full Name of Surety)

Harborside 3, 210 Hudson St, Suite 300, Jersey City, NJ 07311

(Address of Surety for Notice)

By: [Signature]
 Name: Laura D. Mosholder
 Title: Attorney-in-Fact
 Date: January 4, 2018

DEVELOPER:

THE PERFORMANCE BOND IS ACCEPTED
ON BEHALF OF THE DEVELOPER:

BKCK LTD
 (Full Name of Developer)
 By: [Signature]
 Name: CHRIS WALL
 Title: GENERAL COUNSEL

CITY:
REVIEWED:

THE PERFORMANCE BOND IS ACCEPTED
ON BEHALF OF THE CITY OF COLLEGE ON
STATION, TEXAS:

City Attorney

City Manager

Exhibit I
Payment Bond
(Dual Obligee Form)

Bond No. SU1148810

PAYMENT BOND FOR PARTICIPATION AGREEMENT
Dual Obligor Form

Project No. _____

TEXAS STATUTORY PAYMENT BOND	§	
	§	
THE STATE OF TEXAS	§	KNOW ALL MEN BY THESE
	§	PRESENTS:
THE COUNTY OF BRAZOS	§	

THAT WE, AutoBuilders General Contracting Services, Inc., as Principal, (the "Contractor") and the other subscriber hereto, Arch Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a Texas municipal corporation principally situated in Brazos County, (the "City" or "City of College Station") and BKCK LTD., (the "Developer") (collectively the "Obligees") in the sum of Two Hundred Eighty-Eight Thousand Four Hundred * (\$ 288,422.20) for the payment of which sum, well and truly to be made to the Obligees and their successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally. * Twenty-Two & 20/100 Dollars

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a contract in writing ("Contract") with the Developer for Utility Work at BMW and Mercedes Benz Auto Dealerships, Located at ** ("Project"), all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City, all of which are made a part of this instrument as fully and completely as if set out in full herein.

** Brazos Valley Auto Complex, 3413 State Highway 6 S, College Station, TX 77845

WHEREAS, pursuant to a developer participation contract between the City and the Developer, the City will take title to the Project and has agreed to make a partial reimbursement to the Developer for the oversized portions of the Project.

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.

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.

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.

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.

CONTRACTOR:

ATTEST & SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

By: [Signature]
Name: Timothy Ward Stuby
Title: Chief Operating Officer
Date: January 4, 2018

AutoBuilders General Contracting Services, Inc.
(Name of Contractor)

By: [Signature]
Name: Robert W. Rawe II
Title: President
Date: January 4, 2018

SURETY:

ATTEST/WITNESS (SEAL)

By: [Signature]
Name: Rita Lazarides
Title: Witness
Date: January 4, 2018

Arch Insurance Company
(Full Name of Surety)

Harborside 3, 210 Hudson St, Suite 300, Jersey City, NJ 07311

(Address of Surety for Notice)

By: [Signature]
Name: Laura D. Mosholder
Title: Attorney-in-Fact
Date: January 4, 2018

DEVELOPER:

THE PERFORMANCE BOND IS ACCEPTED
ON BEHALF OF THE DEVELOPER:

BKCK LTD
(Full Name of Developer)
By: [Signature]
Name: CHRIS WALL
Title: GENERAL COUNSEL

CITY:
REVIEWED:

THE PERFORMANCE BOND IS ACCEPTED
ON BEHALF OF THE CITY OF COLLEGE
STATION, TEXAS:

City Attorney

City Manager

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

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. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Arthur Lawrence Colley of Charlotte, NC
Brett Rosenhaus of Lake Worth, FL
Charles D. Nielson, Charles J. Nielson and David R. Hoover of Miami Lakes, FL (EACH)
F. Danny Gann, Edward T. Ward and Audria R. Ward of Atlanta, GA (EACH)
John R. Neu and Kevin Wojtowicz of St. Petersburg, FL (EACH)
Laura D. Mosholder of Orlando, FL

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding
Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



Legislation Details (With Text)

File #:	18-0051	Version:	1	Name:	Parking Removal - Pershing Pointe Villas Subdivision
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	1/10/2018	In control:		In control:	City Council Regular
On agenda:	1/25/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion of an Ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, by removing parking on the north side of Hayes Lane from the intersection with Towers Parkway west to Papa Bear Drive, on both sides of Regiment Way, and on the north and west sides of Papa Bear Drive from the intersection with Towers Parkway and extending west and south to 120 feet southwest of the intersection with Hayes Lane.				
Sponsors:	Jason Schubert				
Indexes:					
Code sections:					
Attachments:	Ordinance Parking Removal Exhibit				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation, possible action, and discussion of an Ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, by removing parking on the north side of Hayes Lane from the intersection with Towers Parkway west to Papa Bear Drive, on both sides of Regiment Way, and on the north and west sides of Papa Bear Drive from the intersection with Towers Parkway and extending west and south to 120 feet southwest of the intersection with Hayes Lane.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure
- Neighborhood Integrity
- Diverse Growing Economy
- Improving Mobility

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

Summary: This ordinance removes on-street parking on the following recently-constructed streets in the Pershing Pointe Villas Phase 1 subdivision: north side of Hayes Lane from the intersection with Towers Parkway west to Papa Bear Drive, on both sides of Regiment Way, and on the north and west sides of Papa Bear Drive from the intersection with Towers Parkway and extending west and south to 120 feet southwest of the intersection with Hayes Lane.

The developer of the Pershing Pointe Villas subdivision choose to construct a standard width residential street and remove some on-street parking to comply with the Single-Family Residential Parking Requirements for Platting section of the Unified Development Ordinance. The no parking signs were installed with the construction of the streets. The final plat for Phase 1 was approved by the Planning & Zoning Commission on November 16, 2017 and was filed for record at the Courthouse on November 20, 2017. There are no residential units that have completed construction along these streets and this ordinance will formally implement the parking removal as proposed by the developer with the plat of the property.

Budget & Financial Summary: N/A

Attachments:

1. Parking Removal Exhibit
2. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE VI “TRAFFIC SCHEDULES,” SECTION 38-1014 “TRAFFIC SCHEDULE XIV, NO PARKING HERE TO CORNER AND NO PARKING ANY TIME,” BY REMOVING PARKING ON THE NORTH SIDE OF HAYES LANE FROM THE INTERSECTION WITH TOWERS PARKWAY WEST TO PAPA BEAR DRIVE, ON BOTH SIDES OF REGIMENT WAY, AND ON THE NORTH AND WEST SIDES OF PAPA BEAR DRIVE FROM THE INTERSECTION WITH TOWERS PARKWAY AND EXTENDING WEST AND SOUTH TO 120 FEET SOUTHWEST OF THE INTERSECTION WITH HAYES LANE, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

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

PASSED, ADOPTED and APPROVED this 25th day of January, 2018.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

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

1. Hayes Lane

- a. Traveling on: Hayes Lane
- b. Between: Towers Parkway and Papa Bear Drive
- c. Travel Direction: West
- d. Restriction: No parking any time

2. Regiment Way (southbound)

- a. Traveling on: Regiment Way
- b. Between: Deacon Drive West and Papa Bear Drive
- c. Travel Direction: South
- d. Restriction: No parking any time

3. Regiment Way (northbound)

- a. Traveling on: Regiment Way
- b. Between: Papa Bear Drive and Deacon Drive West
- c. Travel Direction: North
- d. Restriction: No parking any time

4. Papa Bear Drive

- a. Traveling on: Papa Bear Drive
- b. Between: Towers Parkway and extending west and south to 120 feet southwest of the intersection with Hayes Lane
- c. Travel Direction: West/South
- d. Restriction: No parking any time

Legislation Details (With Text)

File #:	18-0052	Version:	1	Name:	Parking Removal - Summit Crossing Subdivision Phase 3B
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	1/10/2018	In control:		In control:	City Council Regular
On agenda:	1/25/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding an Ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, by removing parking on the north side of Alamosa Street between Summit Crossing Lane and Dakota Lane, on the south side of Buena Vista between Summit Crossing Lane and Dakota Lane, on the east side of Dakota Lane between Alamosa Street and Buena Vista, and on both sides of the Public Alley between Alamosa Street and Buena Vista.				
Sponsors:	Jason Schubert				
Indexes:					
Code sections:					
Attachments:	Parking Removal Exhibit Ordinance				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an Ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, by removing parking on the north side of Alamosa Street between Summit Crossing Lane and Dakota Lane, on the south side of Buena Vista between Summit Crossing Lane and Dakota Lane, on the east side of Dakota Lane between Alamosa Street and Buena Vista, and on both sides of the Public Alley between Alamosa Street and Buena Vista.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure
- Neighborhood Integrity
- Diverse Growing Economy
- Improving Mobility

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

Summary: The proposed ordinance removes on-street parking on the following recently constructed streets in the Summit Crossing Phase 3B subdivision: north side of Alamosa Street between Summit Crossing Lane and Dakota Lane, on the south side of Buena Vista between Summit Crossing Lane and Dakota Lane, on the east side of Dakota Lane between Alamosa Street and Buena Vista, and on both sides of the Public Alley between Alamosa Street and Buena Vista.

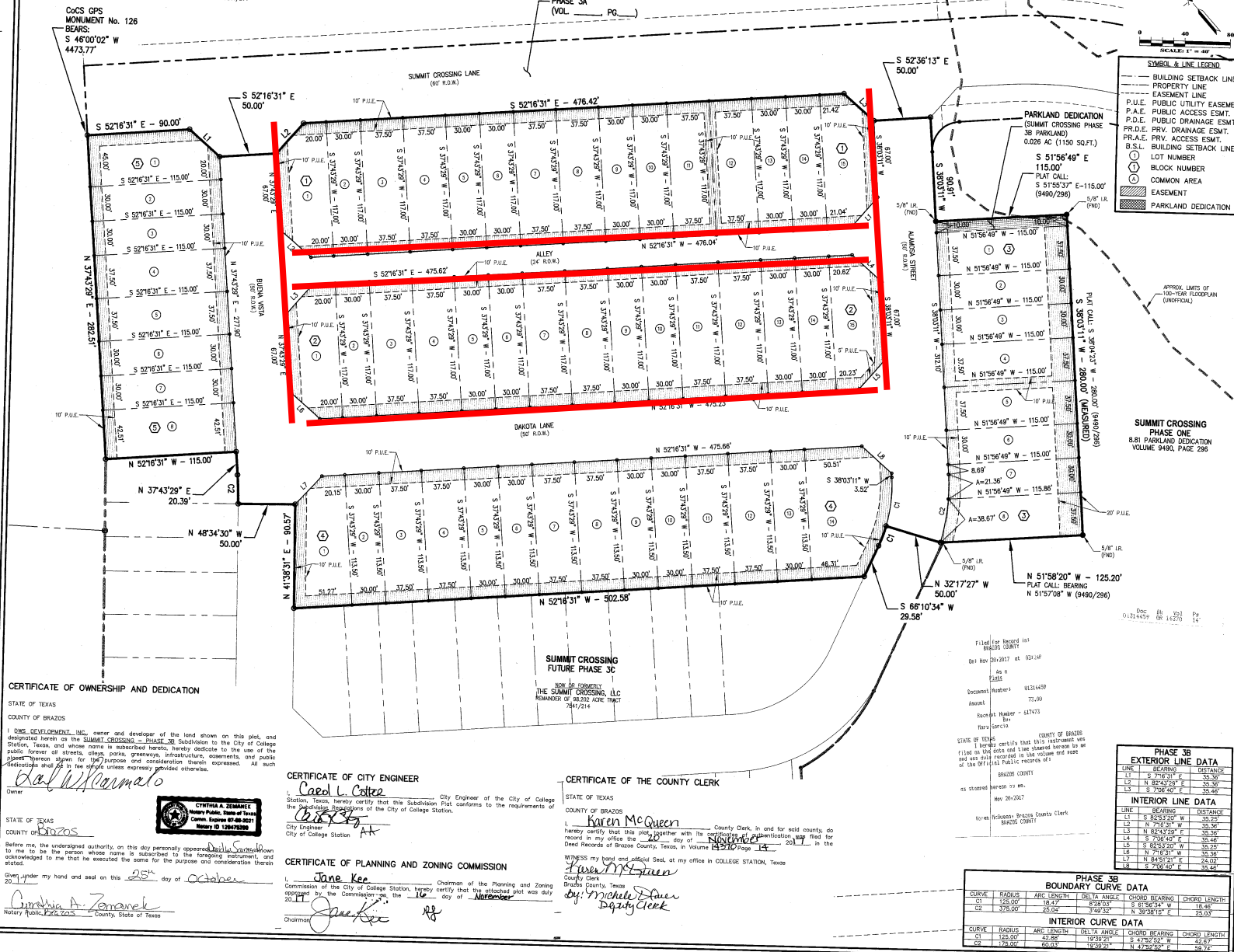
The developer of Phase 3B of the Summit Crossing subdivision choose to construct a standard width residential street and remove some on-street parking to comply with the Single-Family Residential Parking Requirements for Platting section of the Unified Development Ordinance. The no parking signs were installed with the construction of the streets. The final plat for Phase 3B was approved by the Planning & Zoning Commission on November 16, 2017 and was filed for record at the Courthouse on November 20, 2017. There are no residential units that have completed construction along these streets and this ordinance will formally implement the parking removal as proposed by the developer with the plat of the property.

Budget & Financial Summary: N/A

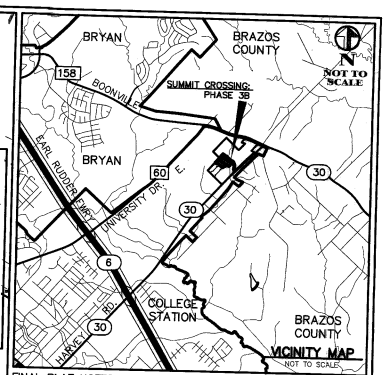
Attachments:

1. Parking Removal Exhibit
2. Ordinance

Proposed Parking Removals



- SYMBOLS & LINE LEGEND**
- BUILDING SETBACK LINE
 - PROPERTY LINE
 - EASEMENT LINE
 - P.U.E. PUBLIC UTILITY EASEMENT
 - P.A.E. PUBLIC ACCESS ESMT.
 - P.D.E. PUBLIC DRAINAGE ESMT.
 - P.R.A.E. PRIV. DRAINAGE ESMT.
 - P.R.A.E. PRIV. ACCESS ESMT.
 - B.S.L. BUILDING SETBACK LINE
 - LOT NUMBER
 - ① BLOCK NUMBER
 - ② COMMON AREA
 - ▨ EASEMENT
 - ▨ PARKLAND DEDICATION



- FINAL PLAT NOTES:**
- THIS TRACT DOES NOT LIE WITHIN THE FLOOD PLAIN AS GRAPHICALLY DEPICTED ON F.E.M.A. - FIRM COMMUNITY PANEL NO. 4804H (2002), APRIL 2, 2014.
 - BASIS OF BEARING: BEARING SYSTEM SHOWN HEREON IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.
 - ALL PROPERTY CORNERS ARE MONUMENTED BY 1/2" IRON RODS UNLESS OTHERWISE NOTED.
 - DIMENSIONS SHOWN INTERIOR TO THE LOT, ALONG CURVES, BEGINNING WITH "A" ARE ARC LENGTHS.
 - THE INSTALLATION OF STREET LIGHTS WILL BE REQUIRED AND INSTALLED IN ACCORDANCE WITH THE COCS UNIFIED DEVELOPMENT ORDINANCE (LATEST EDITION).
 - BUILDING SETBACKS SHALL BE IN COMPLIANCE WITH THE UNIFIED DEVELOPMENT ORDINANCE (LATEST EDITION), FOR THE CURRENT ZONING, PDD-PLANNED DEVELOPMENT DISTRICT (ORDINANCE #2668).
 - NO PARKING IS ALLOWED WITHIN THE ALLEY RIGHT-OF-WAYS (PUBLIC OR PRIVATE).
 - LOTS 1-15, BLOCK ONE & BLOCK TWO (PHASE 3B) SHALL TAKE ACCESS TO THE REAR ALLEY RIGHT-OF-WAY. NO LOT SHALL TAKE DRIVEWAY ACCESS TO SUMMIT CROSSING LANE.
 - THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF AN UPDATED TITLE APPLIED TO THIS TRACT.
 - COMMITMENT: ADDITIONAL EASEMENTS MAY APPLY. THE FOLLOWING EASEMENTS DO APPLY TO THIS TRACT:
 - CITY OF BRYAN, 88/184
 - CITY OF BRYAN, 88/90
 - WISDOM WATER SUPPLY CORP., 309/670
 - EASEMENT TO CITY OF COLLEGE STATION, 494/111, DOES APPLY, UNABLE TO PLOT DUE TO LACK OF EVIDENCE.

CERTIFICATE OF SURVEYOR

STATE OF TEXAS
COUNTY OF BRAZOS

I, **BRAD KERR**, Registered Professional Land Surveyor No. 4502, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that property markers and monuments were placed under my supervision on the ground.

BRAD KERR, RPLS No. 4502

SURVEYED BY: KERR SURVEYING, LLC
409 NORTH TEXAS AVENUE
BRYAN, TEXAS 77803
PHONE (979) 268-3195

FINAL PLAT
OF
SUMMIT CROSSING
PHASE 3B

LOTS 1-15, BLOCK ONE LOTS 1-15, BLOCK TWO LOTS 1-8, BLOCK THREE
LOTS 1-14, BLOCK FOUR LOTS 1-8, BLOCK FIVE
1.715 AC R.O.W. DEDICATION - 0.026 AC PARKLAND DEDICATION
60 LOTS - TOTAL: 7.307 ACRES

J.W. SCOTT SURVEY, A-49
COLLEGE STATION, BRAZOS COUNTY, TEXAS
SURVEYED: JANUARY 2016

LANDOWNER INFORMATION
ONE DEVELOPMENT, INC.
c/o DAVID SOMARDO
700 BOX 4508
BRYAN, TX 77803
OFF: (979) 229-5118
EMAIL: DAVID@ONEDEVELOPMENT.COM

FILENAME: 060502P2A | SCALE: 1"=40'
SUBMITTED DATE: 12/14/16
REVISIONS: 4/4/17, 5/11/17

DESIGN BY: R.A.M. CHECKED BY: BMD ROR
FIELD BOOK: N/A PAGES: N/A
RME CONSULTING ENGINEERS
CLIENT NO. PROJECT NO.
TEXAS FIRM REGISTRATION NO. F-4695 **298 - 0605**

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
COUNTY OF BRAZOS

I, **ONE DEVELOPMENT, INC.**, owner and developer of the land shown on this plat, and designated herein as the **SUMMIT CROSSING - PHASE 3B** Subdivision to the City of College Station, Texas, and whose name is substituted herein, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements, and public improvements shown on this plat for the purpose and consideration therein expressed. All such dedications shall be in fee simple unless expressly provided otherwise.

David A. Zemanek
Owner

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this 25th day of October, 2016, personally appeared David A. Zemanek, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this 25th day of October, 2016.

Christina A. Zemanek
Notary Public, RPLS No. 2205 County, State of Texas

CERTIFICATE OF CITY ENGINEER

I, Carol L. Collier, City Engineer of the City of College Station, Texas, hereby certify that this Subdivision Plat conforms to the requirements of the Subdivision Regulations of the City of College Station.

Carol L. Collier
City Engineer
City of College Station

CERTIFICATE OF THE COUNTY CLERK

STATE OF TEXAS
COUNTY OF BRAZOS

I, Baron McQueen, County Clerk, in and for said county, do hereby certify that this plat, together with the accompanying dedication, was filed for record in my office the 28th day of November, 2016, in the Deed Records of Brazos County, Texas, in Volume 2510, Page 14.

Witness my hand and official Seal, at my office in COLLEGE STATION, TEXAS, this 28th day of November, 2016.

Baron McQueen
County Clerk
Brazos County, Texas

Michelle Danner
Deputy Clerk

CERTIFICATE OF PLANNING AND ZONING COMMISSION

I, Jane Kea, Chairman of the Planning and Zoning Commission of the City of College Station, Texas, hereby certify that the attached plat was duly adopted by the Commission on the 1st day of November, 2016.

Jane Kea
Chairman

Filed for Record in:
Brazos County
On Nov 30, 2016 at 03:14P
As a
Plat
Document Number: 6131409
Amount: 72.00
Record Number: 617473
By
Map/Sector
STATE OF TEXAS
I hereby certify that this instrument was filed on the date and time indicated above and was duly recorded in the public records of the County of Brazos, Texas, in Volume 2510, Page 14.

PHASE 3B EXTERIOR LINE DATA

LINE	BEARING	DISTANCE
L1	S 82°35'00" W	35.92
L2	N 7°16'30" W	38.36
L3	N 82°34'30" E	35.36
L4	S 7°04'40" E	35.48
L5	N 82°35'00" W	35.92
L6	N 7°16'30" W	38.36
L7	N 82°34'30" E	35.36
L8	S 7°04'40" E	35.48

PHASE 3B INTERIOR LINE DATA

LINE	BEARING	DISTANCE
I1	S 82°35'00" W	35.92
I2	N 7°16'30" W	38.36
I3	N 82°34'30" E	35.36
I4	S 7°04'40" E	35.48
I5	N 82°35'00" W	35.92
I6	N 7°16'30" W	38.36
I7	N 82°34'30" E	35.36
I8	S 7°04'40" E	35.48

PHASE 3B BOUNDARY CURVE DATA

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	125.00'	8.47'	8°58'00"	S 81°36'54" W	18.46'
C2	375.00'	25.64'	27°40'32"	N 38°38'15" E	25.63'

PHASE 3B INTERIOR CURVE DATA

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	125.00'	8.47'	8°58'00"	S 81°36'54" W	18.46'
C2	375.00'	25.64'	27°40'32"	N 38°38'15" E	25.63'

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE VI “TRAFFIC SCHEDULES,” SECTION 38-1014 “TRAFFIC SCHEDULE XIV, NO PARKING HERE TO CORNER AND NO PARKING ANY TIME,” BY REMOVING PARKING ON THE NORTH SIDE OF ALAMOSA STREET BETWEEN SUMMIT CROSSING LANE AND DAKOTA LANE, ON THE SOUTH SIDE OF BUENA VISTA BETWEEN SUMMIT CROSSING LANE AND DAKOTA LANE, ON THE EAST SIDE OF DAKOTA LANE BETWEEN ALAMOSA STREET AND BUENA VISTA, AND ON BOTH SIDES OF THE PUBLIC ALLEY BETWEEN ALAMOSA STREET AND BUENA VISTA, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

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

PASSED, ADOPTED and APPROVED this 25th day of January, 2018.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

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

1. Alamosa Street

- a. Traveling on: Alamosa Street
- b. Between: Summit Crossing Lane and Dakota Lane
- c. Travel Direction: West
- d. Restriction: No parking any time

2. Buena Vista

- a. Traveling on: Buena Vista
- b. Between: Dakota Lane and Summit Crossing Lane
- c. Travel Direction: East
- d. Restriction: No parking any time

3. Dakota Lane

- a. Traveling on: Dakota Lane
- b. Between: Alamosa Street and Buena Vista
- c. Travel Direction: North
- d. Restriction: No parking any time

4. Public Alley

- a. Traveling on: Public Alley
- b. Between: Alamosa Street and Buena Vista
- c. Travel Direction: North
- d. Restriction: No parking any time

5. Public Alley

- a. Traveling on: Public Alley
- b. Between: Buena Vista and Alamosa Street
- c. Travel Direction: South
- d. Restriction: No parking any time



Legislation Details (With Text)

File #: 18-0039 **Version:** 1 **Name:** Holleman South Widening Construction Contract
Type: Contract **Status:** Consent Agenda
File created: 1/8/2018 **In control:** City Council Regular
On agenda: 1/25/2018 **Final action:**

Title: Presentation, possible action, and discussion regarding approval of construction contract no. 18300175 with Larry Young Paving in the amount of \$9,437,032.49 for the construction of the Holleman South Widening Project.

Sponsors: Donald Harmon

Indexes:

Code sections:

Attachments: [HollemanProjectLocation](#)
[ITB 18-032 Tabulation](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of construction contract no. 18300175 with Larry Young Paving in the amount of \$9,437,032.49 for the construction of the Holleman South Widening Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the construction contract base bid plus bid alternate no. 1.

Summary: The Holleman South Widening Project will reconstruct Holleman from North Dowling to Rock Prairie West, approximately 8,300 linear feet. The improvements will include replacement of the existing two-lane asphalt pavement with a four-lane concrete section plus a median/center turn lane, curb, gutter and underground storm sewer, a sidewalk along west side and multi-use path along the east side. The project also includes the installation of a traffic signal at Rock Prairie West and the new elementary school entrance and illumination along the corridor. Wellborn waterline relocation will be included in the project upon executed agreement for cost reimbursement. Bid alternate no. 1 is for providing and installing fiber conduit and installing fiber supplied by the City and is recommended for approval. Bid alternate no. 2 is a deductive cost for installing jointed reinforced concrete pavement (JRCF) instead of continuous reinforced concrete pavement (CRCP). Bid alternate no. 2 is not recommended for approval based on the value of the improved performance and minimal maintenance of CRCP for this type of roadway project.

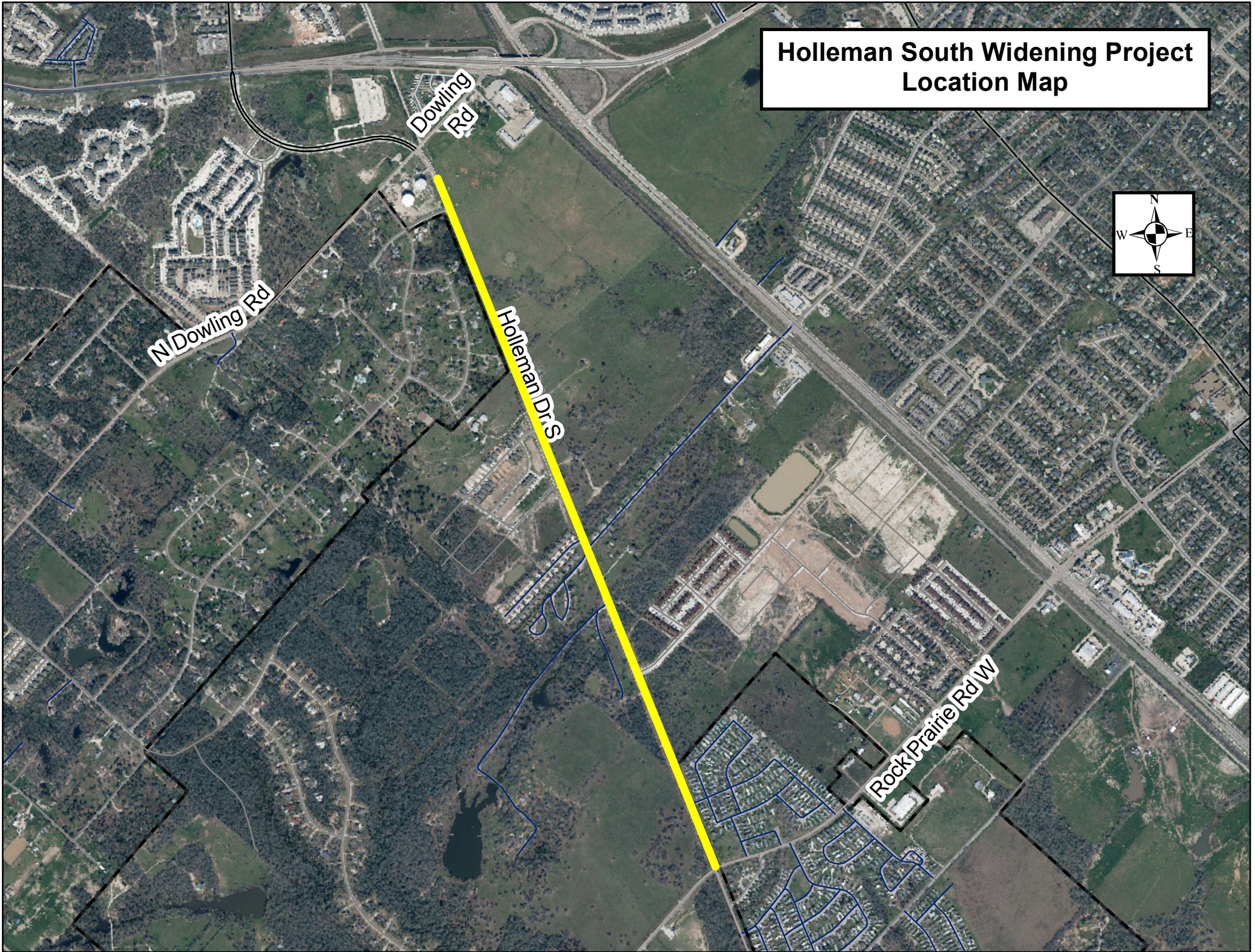
Budget & Financial Summary: Budget in the amount of \$11,925,400 is included for this project in the Streets Capital Improvement Projects Fund and the Sidewalk Zone 15 Fund. A total of \$1,138,352 has been expended or committed to date, leaving a balance of \$10,787,048 for this contract and

other remaining expenditures.

Attachments:

1. Contract on file in the City Secretary's office
2. Project Map
3. Bid Tab

Holleman South Widening Project Location Map





City of College Station - Purchasing Division
Bid Tabulation for #18-032
"Hollemand Drive South Rehabilitation Project"
Open Date: Friday, December 15, 2017 @ 2:00 p.m.

				Angel Brothers Enterprises, Ltd (New Braunfels, Tx)		Brazos Paving , Inc. (Bryan TX)		Hassell Construction (Houston, TX)		Texas Sterling Construction Co. (Houston, Tx)		Larry Young Paving, Inc. (College Station, TX)		Knife River Corp. - South (Bryan, TX)	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
GENERAL ITEMS															
1	1	LS	Mobilization, construction staking, bonds and insurance as required in the specifications.	\$450,000.00	\$450,000.00	\$410,800.00	\$410,800.00	\$700,000.00	\$700,000.00	\$800,000.00	\$800,000.00	\$598,000.00	\$598,000.00	\$417,000.00	\$417,000.00
Subtotal: General Items				\$450,000.00		\$410,800.00		\$700,000.00		\$800,000.00		\$598,000.00		\$417,000.00	
REMOVALS															
2	26007	SY	Mill 2" average asphalt pavement and remove 6" average base material as shown on plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$2.80	\$72,819.60	\$3.50	\$91,024.50	\$4.50	\$117,031.50	\$2.30	\$59,816.10	\$2.00	\$52,014.00	\$1.87	\$48,633.09
3	2938	SY	Remove and haul concrete pavement per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$10.00	\$29,380.00	\$9.00	\$26,442.00	\$4.50	\$13,221.00	\$6.77	\$19,890.26	\$5.00	\$14,690.00	\$11.46	\$33,669.48
4	2157	SY	Remove driveways as shown on plans & specifications and dispose offsite, to include of material, labor and equipment to complete the work.	\$6.00	\$12,942.00	\$13.50	\$29,119.50	\$4.50	\$9,706.50	\$13.00	\$28,041.00	\$5.00	\$10,785.00	\$2.18	\$4,702.26
5	624	SY	Remove sidewalks as shown on plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$8.00	\$4,992.00	\$13.50	\$8,424.00	\$4.50	\$2,808.00	\$11.00	\$6,864.00	\$5.00	\$3,120.00	\$8.65	\$5,397.60
6	243	LF	Remove and haul curb and gutter per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$3.00	\$729.00	\$8.00	\$1,944.00	\$2.50	\$607.50	\$10.00	\$2,430.00	\$10.00	\$2,430.00	\$3.37	\$818.91
7	1806	LF	Remove miscellaneous culvert pipe as shown on plans & specifications and dispose offsite to include all material, labor and equipment to complete the work.	\$12.00	\$21,672.00	\$28.00	\$50,568.00	\$20.00	\$36,120.00	\$20.00	\$36,120.00	\$4.00	\$7,224.00	\$9.00	\$16,254.00
8	11	SY	Remove raised medians as shown on plans & specifications and dispose offsite to include all material, labor and equipment to complete the work.	\$11.00	\$121.00	\$20.00	\$220.00	\$10.00	\$110.00	\$41.77	\$459.47	\$20.00	\$220.00	\$22.00	\$242.00
9	23	EA	Remove safety end treatment as shown on plans & specifications and dispose offsite to include all material, labor and equipment to complete the work.	\$250.00	\$5,750.00	\$300.00	\$6,900.00	\$300.00	\$6,900.00	\$111.00	\$2,553.00	\$250.00	\$5,750.00	\$500.00	\$11,500.00
10	2	EA	Remove concrete headwalls as shown on plans & specifications and dispose offsite to include all material, labor and equipment to complete the work.	\$600.00	\$1,200.00	\$1,800.00	\$3,600.00	\$3,600.00	\$7,200.00	\$2,203.00	\$4,406.00	\$2,500.00	\$5,000.00	\$1,700.00	\$3,400.00
11	167	EA	Remove and haul off trees per plans & specifications and dispose offsite, to include clearing and grubbing in vicinity of removals, all material, labor and equipment to complete the work.	\$180.00	\$30,060.00	\$400.00	\$66,800.00	\$325.00	\$54,275.00	\$250.00	\$41,750.00	\$125.00	\$20,875.00	\$91.00	\$15,197.00
12	67	SY	Remove and haul concrete riprap per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$7.00	\$469.00	\$16.00	\$1,072.00	\$12.00	\$804.00	\$26.00	\$1,742.00	\$8.00	\$536.00	\$8.00	\$536.00
13	11	SY	Remove and haul concrete flume, apron, and wingwalls per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$7.00	\$77.00	\$20.00	\$220.00	\$20.00	\$220.00	\$41.77	\$459.47	\$100.00	\$1,100.00	\$56.00	\$616.00
14	5	EA	Remove and relocate mailbox, posts, and concrete foundations per plans & specifications, to include all material, labor and equipment to complete the work.	\$150.00	\$750.00	\$400.00	\$2,000.00	\$640.00	\$3,200.00	\$2,270.00	\$11,350.00	\$150.00	\$750.00	\$320.00	\$1,600.00



City of College Station - Purchasing Division
Bid Tabulation for #18-032
"Hollemand Drive South Rehabilitation Project"
Open Date: Friday, December 15, 2017 @ 2:00 p.m.

				Angel Brothers Enterprises, Ltd (New Braunfels, Tx)		Brazos Paving , Inc. (Bryan TX)		Hassell Construction (Houston, TX)		Texas Sterling Construction Co. (Houston, Tx)		Larry Young Paving, Inc. (College Station, TX)		Knife River Corp. - South (Bryan, TX)	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
15	26	EA	Remove signs, posts, and concrete foundations per plans & specifications, to include all material, labor and equipment to complete the work.	\$80.00	\$2,080.00	\$300.00	\$7,800.00	\$350.00	\$9,100.00	\$380.00	\$9,880.00	\$75.00	\$1,950.00	\$68.00	\$1,768.00
16	1301	LF	Remove fence as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$1.80	\$2,341.80	\$3.00	\$3,903.00	\$4.50	\$5,854.50	\$4.00	\$5,204.00	\$3.00	\$3,903.00	\$4.00	\$5,204.00
17	304	LF	Remove and replace barbed wire fence with steel posts as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$5.50	\$1,672.00	\$12.00	\$3,648.00	\$14.00	\$4,256.00	\$18.00	\$5,472.00	\$8.00	\$2,432.00	\$10.00	\$3,040.00
18	5426	LF	As needed, remove abandoned 8" AC water line and backfill and compact with cement stabilized sand per plans & specifications and dispose of offsite, or cap and grout where applicable, to include all material, labor and equipment to complete the work.	\$14.00	\$75,964.00	\$27.00	\$146,502.00	\$25.00	\$135,650.00	\$39.00	\$211,614.00	\$14.00	\$75,964.00	\$17.38	\$94,303.88
19	5000	CY	As needed, remove and replace unsuitable soils with select fill to include all material, labor and equipment to complete the work. Limits of remove and replace soil to be approved by Engineer prior to initiating work.	\$20.00	\$100,000.00	\$20.25	\$101,250.00	\$24.00	\$120,000.00	\$50.00	\$250,000.00	\$14.75	\$73,750.00	\$20.98	\$104,900.00
Subtotal: Removals				\$363,019.40		\$551,437.00		\$527,064.00		\$698,051.30		\$282,493.00		\$351,782.22	
ROADWAY & EARTHWORK															
20	33562	CY	Excavation of material in roadway to meet design grades including hauling, stockpiling, and disposing of excess, to include all material, labor and equipment to complete the work.	\$10.00	\$335,620.00	\$8.50	\$285,277.00	\$9.50	\$318,839.00	\$20.00	\$671,240.00	\$6.50	\$218,153.00	\$8.68	\$291,318.16
21	15190	CY	Haul in and place select fill material in roadway, condition and compact to design standards, to include all material, labor and equipment to complete the work.	\$17.00	\$258,230.00	\$11.75	\$178,482.50	\$14.00	\$212,660.00	\$27.85	\$423,041.50	\$15.75	\$239,242.50	\$14.04	\$213,267.60
22	53478	SY	Install 10" thick continuously reinforced concrete pavement (CRCP) with monolithic curb along Holleman Drive, as shown on plans & specifications, including all materials, labor and equipment to complete the work complete and in-place.	\$58.50	\$3,128,463.00	\$57.15	\$3,056,267.70	\$51.50	\$2,754,117.00	\$56.00	\$2,994,768.00	\$52.29	\$2,796,364.62	\$56.58	\$3,025,785.24
23	3638	SY	Install 10" thick jointed reinforced concrete pavement (JRPC) with monolithic curb along Rock Praire Road West, as shown on plans & specifications, including all materials, labor and equipment to complete the work complete and in-place.	\$58.50	\$212,823.00	\$60.00	\$218,280.00	\$61.00	\$221,918.00	\$70.00	\$254,660.00	\$48.64	\$176,952.32	\$59.97	\$218,170.86
24	2746	SY	Install 12" thick flexible base, as shown on plans & specifications, including all material, labor and equipment to complete the work, complete and in-place.	\$25.00	\$68,650.00	\$21.00	\$57,666.00	\$27.00	\$74,142.00	\$26.00	\$71,396.00	\$21.57	\$59,231.22	\$18.56	\$50,965.76
25	47054	SY	Install 8" thick lime treated (6%) and compacted subgrade, to include proof-rolling, sprinkling, and rolling, all material, labor and equipment to complete the work, complete and in-place. (Does not include cost of lime.)	\$2.00	\$94,108.00	\$2.65	\$124,693.10	\$3.75	\$176,452.50	\$4.00	\$188,216.00	\$2.25	\$105,871.50	\$2.58	\$121,399.32
26	20166	SY	Install 8" thick cement (5%) treated and compacted subgrade, to include proof-rolling, sprinkling, and rolling, all material, labor and equipment to complete the work, complete and in-place. (Does not include cost of cement.)	\$2.00	\$40,332.00	\$2.50	\$50,415.00	\$3.75	\$75,622.50	\$5.00	\$100,830.00	\$2.00	\$40,332.00	\$1.10	\$22,182.60
27	2798	SY	Install 4" thick HMAc, Type D, as shown on plans & specifications, including all material, labor and equipment to complete the work, complete and in-place.	\$24.00	\$67,152.00	\$20.50	\$57,359.00	\$20.50	\$57,359.00	\$22.00	\$61,556.00	\$19.46	\$54,449.08	\$20.78	\$58,142.44
28	480	SY	Install 6" thick HMAc, Type B, as shown on plans & specifications, including all material, labor and equipment to complete the work, complete and in-place.	\$38.00	\$18,240.00	\$30.75	\$14,760.00	\$30.75	\$14,760.00	\$33.00	\$15,840.00	\$52.00	\$24,960.00	\$68.96	\$33,100.80
29	336	SY	Install 6" thick lime (6%) treated and compacted subgrade, to include proof-rolling, sprinkling, and rolling, all material, labor and equipment to complete the work, complete and in-place. (Does not include cost of lime.)	\$3.00	\$1,008.00	\$9.50	\$3,192.00	\$5.75	\$1,932.00	\$21.00	\$7,056.00	\$2.50	\$840.00	\$11.38	\$3,823.68



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				Angel Brothers Enterprises, Ltd (New Braunfels, Tx)		Brazos Paving , Inc. (Bryan TX)		Hassell Construction (Houston, TX)		Texas Sterling Construction Co. (Houston, Tx)		Larry Young Paving, Inc. (College Station, TX)		Knife River Corp. - South (Bryan, TX)	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
30	144	SY	Install 6" thick cement (5%) treated and compacted subgrade, to include proof-rolling, sprinkling, and rolling, all material, labor and equipment to complete the work, complete and in-place. (Does not include cost of cement.)	\$3.00	\$432.00	\$9.50	\$1,368.00	\$5.75	\$828.00	\$35.00	\$5,040.00	\$2.00	\$288.00	\$20.11	\$2,895.84
31	1051.2	TON	Lime for stabilization of subgrade.	\$145.00	\$152,424.00	\$160.00	\$168,192.00	\$175.00	\$183,960.00	\$204.00	\$214,444.80	\$155.00	\$162,936.00	\$155.25	\$163,198.80
32	375.4	TON	Cement for stabilization of subgrade.	\$137.00	\$51,429.80	\$154.00	\$57,811.60	\$155.00	\$58,187.00	\$175.00	\$65,695.00	\$142.00	\$53,306.80	\$150.00	\$56,310.00
33	1327	SY	Install asphalt level up to include HMAC as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$14.00	\$18,578.00	\$18.50	\$24,549.50	\$18.50	\$24,549.50	\$20.00	\$26,540.00	\$10.50	\$13,933.50	\$11.85	\$15,724.95
34	110	LF	Install typical combined curb & gutter (ST1-01) as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$25.00	\$2,750.00	\$20.00	\$2,200.00	\$40.00	\$4,400.00	\$35.00	\$3,850.00	\$18.00	\$1,980.00	\$22.22	\$2,444.20
35	3196	SY	Install raised colored and stamped concrete medians including concrete, sub-base, and curb as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$85.00	\$271,660.00	\$76.00	\$242,896.00	\$70.00	\$223,720.00	\$150.00	\$479,400.00	\$72.22	\$230,815.12	\$74.63	\$238,517.48
36	1941	SY	Install 10" thick concrete intersections as shown on plans & specifications, to include 8" thick chemically treated (6% lime = 1359 SY and 5% cement = 582 SY) and compacted subgrade, all materials, labor and equipment to complete the work, complete and in-place. (Does not include cost of lime and cement.)	\$63.00	\$122,283.00	\$68.00	\$131,988.00	\$80.00	\$155,280.00	\$85.00	\$164,985.00	\$62.00	\$120,342.00	\$72.74	\$141,188.34
37	1236	SY	Install 6" thick concrete driveways as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$60.00	\$74,160.00	\$58.50	\$72,306.00	\$60.00	\$74,160.00	\$75.00	\$92,700.00	\$47.15	\$58,277.40	\$38.29	\$47,326.44
38	4583	SY	Install 4" thick concrete sidewalk as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$41.00	\$187,903.00	\$41.85	\$191,798.55	\$45.00	\$206,235.00	\$40.00	\$183,320.00	\$36.00	\$164,988.00	\$27.96	\$128,140.68
39	9683	SY	Install 6" thick concrete sidewalk as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$49.00	\$474,467.00	\$58.50	\$566,455.50	\$53.00	\$513,199.00	\$50.00	\$484,150.00	\$34.26	\$331,739.58	\$33.73	\$326,607.59
40	18	EA	Install 6' ADA concrete ramps as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$1,300.00	\$23,400.00	\$750.00	\$13,500.00	\$1,100.00	\$19,800.00	\$3,500.00	\$63,000.00	\$650.00	\$11,700.00	\$1,800.00	\$32,400.00
41	2	EA	Install 8' ADA concrete ramps as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$1,800.00	\$3,600.00	\$850.00	\$1,700.00	\$1,300.00	\$2,600.00	\$3,900.00	\$7,800.00	\$950.00	\$1,900.00	\$2,000.00	\$4,000.00
42	14	EA	Install 12' ADA concrete ramps as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$1,900.00	\$26,600.00	\$1,200.00	\$16,800.00	\$1,500.00	\$21,000.00	\$2,100.00	\$29,400.00	\$1,350.00	\$18,900.00	\$2,250.00	\$31,500.00
43	330	LF	Install pedestrian handrail with black powder coating as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	\$92.00	\$30,360.00	\$125.00	\$41,250.00	\$95.00	\$31,350.00	\$102.00	\$33,660.00	\$155.00	\$51,150.00	\$199.00	\$65,670.00
Subtotal: Roadwork and Earth Work				\$5,664,672.80		\$5,579,207.45		\$5,427,070.50		\$6,642,588.30		\$4,938,652.64		\$5,294,080.78	
DRAINAGE															
44	1040	LF	Furnish and Install 18" diameter reinforced concrete pipe, Class III, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$63.00	\$65,520.00	\$85.00	\$88,400.00	\$73.00	\$75,920.00	\$91.00	\$94,640.00	\$46.69	\$48,557.60	\$47.34	\$49,233.60



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ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
45	64	LF	Furnish and Install 18" diameter reinforced concrete pipe, Class IV, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$64.00	\$4,096.00	\$86.50	\$5,536.00	\$75.00	\$4,800.00	\$144.00	\$9,216.00	\$48.53	\$3,105.92	\$54.56	\$3,491.84
46	4880	LF	Furnish and Install 24" diameter reinforced concrete pipe, Class III, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$63.00	\$307,440.00	\$85.75	\$418,460.00	\$85.00	\$414,800.00	\$96.00	\$468,480.00	\$61.38	\$299,534.40	\$55.90	\$272,792.00
47	208	LF	Furnish and Install 24" diameter reinforced concrete pipe, Class IV, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$72.00	\$14,976.00	\$93.80	\$19,510.40	\$90.00	\$18,720.00	\$113.00	\$23,504.00	\$71.48	\$14,867.84	\$79.00	\$16,432.00
48	786	LF	Furnish and Install 30" diameter reinforced concrete pipe, Class III, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$84.00	\$66,024.00	\$103.80	\$81,586.80	\$105.00	\$82,530.00	\$124.00	\$97,464.00	\$80.82	\$63,524.52	\$75.71	\$59,508.06
49	510	LF	Furnish and Install 36" diameter reinforced concrete pipe, Class III, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$105.00	\$53,550.00	\$130.10	\$66,351.00	\$135.00	\$68,850.00	\$157.00	\$80,070.00	\$109.60	\$55,896.00	\$101.76	\$51,897.60
50	12	LF	Furnish and Install 12" diameter corrugated plastic pipe (CPP), with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$70.00	\$840.00	\$100.00	\$1,200.00	\$48.00	\$576.00	\$336.00	\$4,032.00	\$35.00	\$420.00	\$79.22	\$950.64
51	2	EA	Furnish and Install 12"-90° bend, corrugated plastic pipe (CPP), with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$400.00	\$800.00	\$235.00	\$470.00	\$300.00	\$600.00	\$154.00	\$308.00	\$250.00	\$500.00	\$500.00	\$1,000.00
52	848	LF	Furnish and Install 3' x 2' reinforced concrete box including rubber gasket joints, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$190.00	\$161,120.00	\$211.15	\$179,055.20	\$200.00	\$169,600.00	\$168.00	\$142,464.00	\$184.18	\$156,184.64	\$170.00	\$144,160.00
53	586	LF	Furnish and Install 4' x 2' reinforced concrete box including rubber gasket joints, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$230.00	\$134,780.00	\$246.15	\$144,243.90	\$235.00	\$137,710.00	\$191.00	\$111,926.00	\$227.85	\$133,520.10	\$215.00	\$125,990.00
54	341	LF	Furnish and Install 5' x 2' reinforced concrete box including rubber gasket joints, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$300.00	\$102,300.00	\$314.40	\$107,210.40	\$300.00	\$102,300.00	\$211.00	\$71,951.00	\$305.66	\$104,230.06	\$272.00	\$92,752.00
55	294	LF	Furnish and Install 3' x 3' reinforced concrete box including rubber gasket joints, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$200.00	\$58,800.00	\$221.55	\$65,135.70	\$215.00	\$63,210.00	\$218.00	\$64,092.00	\$190.66	\$56,054.04	\$182.00	\$53,508.00
56	164	LF	Furnish and Install 5' x 3' reinforced concrete box including rubber gasket joints, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$220.00	\$36,080.00	\$324.20	\$53,168.80	\$315.00	\$51,660.00	\$232.00	\$38,048.00	\$316.46	\$51,899.44	\$295.00	\$48,380.00
57	240	LF	Furnish and Install 3-5' x 3' x 80' reinforced concrete box culvert including rubber gasket joints, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$270.00	\$64,800.00	\$338.00	\$81,120.00	\$315.00	\$75,600.00	\$249.00	\$59,760.00	\$316.46	\$75,950.40	\$300.00	\$72,000.00
58	3	LF	Furnish and Install 1-5' x 2' x 3' reinforced concrete box culvert including rubber gasket joints, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$720.00	\$2,160.00	\$500.00	\$1,500.00	\$300.00	\$900.00	\$386.00	\$1,158.00	\$305.63	\$916.89	\$479.00	\$1,437.00
59	76	LF	Furnish and Install 1-3' x 2' x 76' reinforced concrete box culvert including rubber gasket joints, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$260.00	\$19,760.00	\$211.15	\$16,047.40	\$200.00	\$15,200.00	\$180.00	\$13,680.00	\$184.18	\$13,997.68	\$190.00	\$14,440.00



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60	134	LF	Furnish and Install 1-4' x 3' x 134' reinforced concrete box culvert including rubber gasket joints, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$270.00	\$36,180.00	\$272.45	\$36,508.30	\$255.00	\$34,170.00	\$220.00	\$29,480.00	\$252.69	\$33,860.46	\$244.24	\$32,728.16
61	104	LF	Furnish and Install 1-4' x 4' x 104' reinforced concrete box culvert including rubber gasket joints, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$320.00	\$33,280.00	\$299.65	\$31,163.60	\$300.00	\$31,200.00	\$241.00	\$25,064.00	\$278.61	\$28,975.44	\$264.79	\$27,538.16
62	45	EA	Furnish and Install 5' curb inlet structures, all depths, including (32) extension(s), ring & cover, and plate, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$6,000.00	\$270,000.00	\$3,600.00	\$162,000.00	\$3,300.00	\$148,500.00	\$4,300.00	\$193,500.00	\$5,477.00	\$246,465.00	\$3,500.00	\$157,500.00
63	10	EA	Furnish and Install 10' full depth curb inlet structures, all depths, including ring & cover, and plate, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$8,200.00	\$82,000.00	\$4,500.00	\$45,000.00	\$6,000.00	\$60,000.00	\$4,235.00	\$42,350.00	\$5,920.00	\$59,200.00	\$5,386.00	\$53,860.00
64	2	EA	Furnish and Install 15' full depth curb inlet structures, all depths, including ring & cover, and plate, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$12,000.00	\$24,000.00	\$5,500.00	\$11,000.00	\$9,000.00	\$18,000.00	\$6,060.00	\$12,120.00	\$7,000.00	\$14,000.00	\$8,500.00	\$17,000.00
65	1	EA	Furnish and Install 5' open back inlet extension structure, with structural backfill, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$2,600.00	\$2,600.00	\$4,200.00	\$4,200.00	\$3,400.00	\$3,400.00	\$3,132.00	\$3,132.00	\$5,750.00	\$5,750.00	\$3,200.00	\$3,200.00
66	2	EA	Furnish and Install 3' x 3' junction box with structural backfill, all depths, as shown on plans & specifications, to include all materials, ring & cover, plate, labor and equipment to complete the work, complete and in place.	\$3,200.00	\$6,400.00	\$3,400.00	\$6,800.00	\$2,900.00	\$5,800.00	\$4,826.00	\$9,652.00	\$3,300.00	\$6,600.00	\$3,000.00	\$6,000.00
67	1	EA	Furnish and Install 4' x 4' junction box with structural backfill, as shown on plans & specifications, to include all materials, ring & cover, plate, labor and equipment to complete the work, complete and in place.	\$3,300.00	\$3,300.00	\$3,750.00	\$3,750.00	\$3,000.00	\$3,000.00	\$5,481.00	\$5,481.00	\$5,560.00	\$5,560.00	\$3,124.00	\$3,124.00
68	1	EA	Furnish and Install 4' x 7' junction box with structural backfill, as shown on plans & specifications, to include all materials, ring & cover, plate, labor and equipment to complete the work, complete and in place.	\$4,700.00	\$4,700.00	\$4,800.00	\$4,800.00	\$4,300.00	\$4,300.00	\$5,800.00	\$5,800.00	\$7,463.00	\$7,463.00	\$4,427.00	\$4,427.00
69	1	EA	Furnish and Install 4' x 8' junction box with structural backfill, as shown on plans & specifications, to include all materials, ring & cover, plate, labor and equipment to complete the work, complete and in place.	\$4,300.00	\$4,300.00	\$5,000.00	\$5,000.00	\$3,900.00	\$3,900.00	\$5,800.00	\$5,800.00	\$8,100.00	\$8,100.00	\$3,800.00	\$3,800.00
70	2	EA	Furnish and Install 5' x 5' junction box with structural backfill, all depths, as shown on plans & specifications, to include all materials, ring & cover, plate, labor and equipment to complete the work, complete and in place.	\$3,600.00	\$7,200.00	\$5,500.00	\$11,000.00	\$3,400.00	\$6,800.00	\$6,155.00	\$12,310.00	\$4,500.00	\$9,000.00	\$3,600.00	\$7,200.00
71	1	EA	Furnish and Install 5' x 7' junction box with structural backfill, as shown on plans & specifications, to include all materials, ring & cover, plate, labor and equipment to complete the work, complete and in place.	\$4,400.00	\$4,400.00	\$5,800.00	\$5,800.00	\$4,000.00	\$4,000.00	\$6,472.00	\$6,472.00	\$6,650.00	\$6,650.00	\$4,100.00	\$4,100.00
72	1	EA	Furnish and Install 7' x 7' junction box with structural backfill, as shown on plans & specifications, to include all materials, ring & cover, plate, labor and equipment to complete the work, complete and in place.	\$6,200.00	\$6,200.00	\$6,500.00	\$6,500.00	\$5,800.00	\$5,800.00	\$7,515.00	\$7,515.00	\$7,500.00	\$7,500.00	\$7,000.00	\$7,000.00
73	1	EA	Furnish and Install special junction box (7x20') with structural backfill, as shown on plans & specifications, to include all materials, ring & cover, plate, labor and equipment to complete the work, complete and in place.	\$27,000.00	\$27,000.00	\$20,000.00	\$20,000.00	\$19,000.00	\$19,000.00	\$25,663.00	\$25,663.00	\$21,000.00	\$21,000.00	\$19,000.00	\$19,000.00



City of College Station - Purchasing Division
Bid Tabulation for #18-032
"Hollemand Drive South Rehabilitation Project"
Open Date: Friday, December 15, 2017 @ 2:00 p.m.

				Angel Brothers Enterprises, Ltd (New Braunfels, Tx)		Brazos Paving , Inc. (Bryan TX)		Hassell Construction (Houston, TX)		Texas Sterling Construction Co. (Houston, Tx)		Larry Young Paving, Inc. (College Station, TX)		Knife River Corp. - South (Bryan, TX)	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
74	1	EA	Furnish and Install 4' x 4' grate (bicycle proof) inlet with structural backfill as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$4,700.00	\$4,700.00	\$4,500.00	\$4,500.00	\$4,700.00	\$4,700.00	\$5,587.00	\$5,587.00	\$3,900.00	\$3,900.00	\$4,600.00	\$4,600.00
75	1	EA	Furnish and Install 3' x 3' precast area zone drain (PAZD) (RC) inlet as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$2,800.00	\$2,800.00	\$3,850.00	\$3,850.00	\$2,500.00	\$2,500.00	\$3,781.00	\$3,781.00	\$3,900.00	\$3,900.00	\$2,500.00	\$2,500.00
76	4	EA	Furnish and Install 3' x 3' grate (bicycle proof) inlet as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$2,900.00	\$11,600.00	\$4,200.00	\$16,800.00	\$2,500.00	\$10,000.00	\$2,974.00	\$11,896.00	\$4,500.00	\$18,000.00	\$2,600.00	\$10,400.00
77	7	EA	Furnish and Install concrete headwall and parallel wingwall assemblies, all heights, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$20,000.00	\$140,000.00	\$11,500.00	\$80,500.00	\$19,000.00	\$133,000.00	\$17,691.00	\$123,837.00	\$32,000.00	\$224,000.00	\$20,000.00	\$140,000.00
78	169	SY	Furnish and Install 6" thick concrete riprap as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$72.00	\$12,168.00	\$60.00	\$10,140.00	\$60.00	\$10,140.00	\$118.00	\$19,942.00	\$55.00	\$9,295.00	\$60.00	\$10,140.00
79	511	SY	Furnish and Install 6"-9" thick common stone riprap with grout as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$82.00	\$41,902.00	\$68.00	\$34,748.00	\$100.00	\$51,100.00	\$18.27	\$9,335.97	\$35.00	\$17,885.00	\$44.00	\$22,484.00
80	9	EA	Furnish and Install safety end treatment, all sizes and slopes, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$1,000.00	\$9,000.00	\$1,255.00	\$11,295.00	\$2,300.00	\$20,700.00	\$1,400.00	\$12,600.00	\$975.00	\$8,775.00	\$1,100.00	\$9,900.00
81	1	LS	Trench Safety	\$16,000.00	\$16,000.00	\$40,320.00	\$40,320.00	\$13,000.00	\$13,000.00	\$25,000.00	\$25,000.00	\$5,000.00	\$5,000.00	\$6,600.00	\$6,600.00
Subtotal: DRAINAGE				\$1,842,776.00		\$1,884,670.50		\$1,875,986.00		\$1,877,110.97		\$1,830,038.43		\$1,561,074.06	
EROSION CONTROL															
82	1	LS	File notice of intent and storm water pollution prevention plan with TCEQ, maintain and post all project information and keep records and report to inspector and engineer.	\$7,000.00	\$7,000.00	\$6,500.00	\$6,500.00	\$9,500.00	\$9,500.00	\$10,000.00	\$10,000.00	\$850.00	\$850.00	\$3,000.00	\$3,000.00
83	1	LS	Furnish, install, maintain continuously and remove sediment devices including temporary seeding, sediment control fencing (EST 4622 LF), inlet protection, construction entrance and exits, rock filter dams, hay bales, watering and other sediment control devices as shown on plans & specifications, complete and in place.	\$40,000.00	\$40,000.00	\$84,629.00	\$84,629.00	\$25,500.00	\$25,500.00	\$30,000.00	\$30,000.00	\$19,500.00	\$19,500.00	\$68,000.00	\$68,000.00
84	17074	SY	Hydro mulch disturbed areas including smoothing, 4" topsoil, grading, fertilizer, watering, maintenance and clean-up as shown on plans & specifications, complete and in place.	\$0.35	\$5,975.90	\$4.30	\$73,418.20	\$1.50	\$25,611.00	\$0.34	\$5,805.16	\$0.35	\$5,975.90	\$0.74	\$12,634.76
85	13246	SY	Block sod disturbed areas including smoothing, 4" topsoil, fertilizer, watering, maintenance and clean-up as shown on plans & specifications, complete and in place.	\$3.00	\$39,738.00	\$8.40	\$111,266.40	\$4.00	\$52,984.00	\$3.00	\$39,738.00	\$2.90	\$38,413.40	\$3.63	\$48,082.98
84	1	LS	Furnish a licensed arborist and provide tree protection (64 Trees), to include but not limited to: protection fencing, root pruning, fertilization, and tree clearance pruning as shown on plans & specifications and as directed by the Arborist, complete and in place.	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00	\$12,500.00	\$12,500.00	\$27,000.00	\$27,000.00
Subtotal: EROSION CONTROL				\$112,713.90		\$295,813.60		\$143,595.00		\$125,543.16		\$77,239.30		\$158,717.74	



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ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SIGNAGE, PAVEMENT MARKING, STRIPING & TCP															
85	1	LS	Furnish and Install all reflective pavement markings, sealer, arrows, symbols and preparation as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$140,000.00	\$140,000.00	\$55,625.00	\$55,625.00	\$43,675.00	\$43,675.00	\$100,000.00	\$100,000.00	\$52,000.00	\$52,000.00	\$210,000.00	\$210,000.00
86	70	EA	Furnish and Install all sign assemblies as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$380.00	\$26,600.00	\$394.00	\$27,580.00	\$440.00	\$30,800.00	\$35.00	\$2,450.00	\$394.57	\$27,619.90	\$396.00	\$27,720.00
87	4	EA	Furnish and Install Basic Solar Powered School Zone Flashers as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$9,000.00	\$36,000.00	\$10,800.00	\$43,200.00	\$8,500.00	\$34,000.00	\$8,568.00	\$34,272.00	\$8,467.22	\$33,868.88	\$9,198.90	\$36,795.60
88	1	LS	Furnish and Install and remove all traffic control devices (TCP) to incl: All striping, barricades, temporary signage, cut and restore pavement, provide temporary paving, temporary curbing, and level-ups and all other temporary facilities required for the TCP as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$250,000.00	\$250,000.00	\$274,492.00	\$274,492.00	\$132,000.00	\$132,000.00	\$220,000.00	\$220,000.00	\$72,000.00	\$72,000.00	\$53,000.00	\$53,000.00
Subtotal: SIGNAGE, PAVEMENT MARKING, STRIPING & TCP				\$452,600.00		\$400,897.00		\$240,475.00		\$356,722.00		\$185,488.78		\$327,515.60	
WATER															
89	100	LF	Furnish and install 60" steel casing, 1/2" thick, (excluding carrier pipe) as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$510.00	\$51,000.00	\$620.40	\$62,040.00	\$500.00	\$50,000.00	\$850.00	\$85,000.00	\$505.00	\$50,500.00	\$434.56	\$43,456.00
90	100	LF	Furnish and install 36" steel casing, 1/2" thick, (excluding carrier pipe) as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	\$240.00	\$24,000.00	\$269.25	\$26,925.00	\$270.00	\$27,000.00	\$404.00	\$40,400.00	\$245.00	\$24,500.00	\$217.28	\$21,728.00
91	246	LF	Furnish and install 20" steel casing, 3/8" thick, (excluding carrier pipe) as shown on plans & specifications, to include spacers, neoprene seal, and all materials, labor and equipment to complete the work, complete and in place.	\$115.00	\$28,290.00	\$85.30	\$20,983.80	\$150.00	\$36,900.00	\$292.00	\$71,832.00	\$170.00	\$41,820.00	\$119.50	\$29,397.00
92	338	LF	Furnish and install 16" steel casing, 3/8" thick, (excluding carrier pipe) as shown on plans & specifications, to include spacers, neoprene seal, and all materials, labor and equipment to complete the work, complete and in place.	\$110.00	\$37,180.00	\$171.65	\$58,017.70	\$150.00	\$50,700.00	\$375.00	\$126,750.00	\$170.00	\$57,460.00	\$108.64	\$36,720.32
93	3236	LF	Abandon, cap, & grout or remove 12" PVC water line as shown on plans & specifications and dispose of offsite, to include all material, labor and equipment to complete the work.	\$16.00	\$51,776.00	\$30.00	\$97,080.00	\$28.00	\$90,608.00	\$25.00	\$80,900.00	\$10.00	\$32,360.00	\$16.30	\$52,746.80
94	705	LF	Abandon, cap, & grout or remove 8" AC or PVC water line as shown on plans & specifications and dispose of offsite, to include all material, labor and equipment to complete the work.	\$12.00	\$8,460.00	\$27.00	\$19,035.00	\$25.00	\$17,625.00	\$24.00	\$16,920.00	\$8.00	\$5,640.00	\$13.00	\$9,165.00
95	33	LF	Abandon, cap, & grout or remove 6" water line as shown on plans & specifications and dispose of offsite, to include all material, labor and equipment to complete the work.	\$12.00	\$396.00	\$24.00	\$792.00	\$20.00	\$660.00	\$24.00	\$792.00	\$8.00	\$264.00	\$13.00	\$429.00
96	105	LF	Abandon, cap, & grout or remove 4" pvc water line as shown on plans & specifications and dispose of offsite, to include all material, labor and equipment to complete the work.	\$12.00	\$1,260.00	\$20.00	\$2,100.00	\$19.00	\$1,995.00	\$24.00	\$2,520.00	\$8.00	\$840.00	\$10.86	\$1,140.30
97	8	EA	Remove and dispose of water valves, all sizes, as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$180.00	\$1,440.00	\$275.00	\$2,200.00	\$225.00	\$1,800.00	\$20.00	\$160.00	\$300.00	\$2,400.00	\$325.92	\$2,607.36



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ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
98	1	EA	Remove and dispose of or adjust water valves, all sizes, as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$75.00	\$75.00	\$65.00	\$65.00	\$225.00	\$225.00	\$240.00	\$240.00	\$300.00	\$300.00	\$108.64	\$108.64
99	1	LS	Clear and grub PUE and remove trees as shown on plans & specifications, to include all material, labor and equipment to complete the work.	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$40,000.00	\$40,000.00	\$75,000.00	\$75,000.00	\$2,500.00	\$2,500.00	\$8,200.00	\$8,200.00
100	11	SY	Remove and replace concrete parking lot per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$100.00	\$1,100.00	\$90.00	\$990.00	\$330.00	\$3,630.00	\$350.00	\$3,850.00	\$140.00	\$1,540.00	\$375.00	\$4,125.00
101	10	LF	Remove and replace curb on parking lot per plans & specifications and dispose offsite, to include all material, labor and equipment to complete the work.	\$37.00	\$370.00	\$25.00	\$250.00	\$35.00	\$350.00	\$24.00	\$240.00	\$80.00	\$800.00	\$125.00	\$1,250.00
102	1399	LF	Furnish and Install 12" diameter DR14 C-900 PVC water pipe by open cut with non-structural backfill, as shown on plans & specifications, to include all materials, testing, disinfection, labor and equipment to complete the work, complete and in place.	\$50.00	\$69,950.00	\$44.30	\$61,975.70	\$48.00	\$67,152.00	\$46.00	\$64,354.00	\$40.00	\$55,960.00	\$54.32	\$75,993.68
103	204	LF	Furnish and Install 12" diameter DR14 C-900 PVC water pipe by open cut with restrained joints and structural backfill, as shown on plans & specifications, to include all materials, testing, disinfection, labor and equipment to complete the work, complete and in place.	\$90.00	\$18,360.00	\$99.10	\$20,216.40	\$65.00	\$13,260.00	\$93.00	\$18,972.00	\$76.00	\$15,504.00	\$92.34	\$18,837.36
104	92	LF	Furnish and Install 8" diameter DR14 C-900 PVC water pipe by open cut with non-structural backfill, as shown on plans & specifications, to include all materials, testing, disinfection, labor and equipment to complete the work, complete and in place.	\$36.00	\$3,312.00	\$35.95	\$3,307.40	\$35.00	\$3,220.00	\$44.00	\$4,048.00	\$32.00	\$2,944.00	\$48.89	\$4,497.88
105	423	LF	Furnish and Install 8" diameter DR14 C-900 PVC water pipe by open cut with restrained joints and structural backfill, as shown on plans & specifications, to include all materials, testing, disinfection, labor and equipment to complete the work, complete and in place.	\$67.00	\$28,341.00	\$78.95	\$33,395.85	\$45.00	\$19,035.00	\$35.00	\$14,805.00	\$58.00	\$24,534.00	\$59.75	\$25,274.25
106	12	EA	Furnish and Install 12" MJ Gate Valve and box with thrust blocking, as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$2,000.00	\$24,000.00	\$2,390.00	\$28,680.00	\$3,200.00	\$38,400.00	\$3,000.00	\$36,000.00	\$2,150.00	\$25,800.00	\$1,738.24	\$20,858.88
107	6	EA	Furnish and Install 8" MJ Gate Valve and box with thrust blocking, as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$1,100.00	\$6,600.00	\$1,610.00	\$9,660.00	\$2,700.00	\$16,200.00	\$2,000.00	\$12,000.00	\$1,250.00	\$7,500.00	\$1,303.68	\$7,822.08
108	10	EA	Furnish and Install 12"- 45° MJ Bend with thrust blocking as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$430.00	\$4,300.00	\$670.00	\$6,700.00	\$1,400.00	\$14,000.00	\$465.00	\$4,650.00	\$440.00	\$4,400.00	\$543.20	\$5,432.00
109	23	EA	Furnish and Install 8"- 45° MJ Bend with thrust blocking as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$280.00	\$6,440.00	\$550.00	\$12,650.00	\$700.00	\$16,100.00	\$240.00	\$5,520.00	\$320.00	\$7,360.00	\$325.92	\$7,496.16
110	2	EA	Furnish and Install 12"- 22.5° MJ Bend with thrust blocking as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$420.00	\$840.00	\$660.00	\$1,320.00	\$900.00	\$1,800.00	\$445.00	\$890.00	\$440.00	\$880.00	\$543.20	\$1,086.40
111	4	EA	Furnish and Install 12"- 11.25° MJ Bend with thrust blocking as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$410.00	\$1,640.00	\$655.00	\$2,620.00	\$893.00	\$3,572.00	\$432.00	\$1,728.00	\$440.00	\$1,760.00	\$543.20	\$2,172.80
112	1	EA	Furnish and Install 12"x12" MJ Tee with thrust blocking as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$600.00	\$600.00	\$935.00	\$935.00	\$1,100.00	\$1,100.00	\$1,190.00	\$1,190.00	\$650.00	\$650.00	\$543.20	\$543.20
113	4	EA	Furnish and Install 12"x12"x8" MJ Tee with thrust blocking as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$520.00	\$2,080.00	\$860.00	\$3,440.00	\$1,000.00	\$4,000.00	\$1,060.00	\$4,240.00	\$550.00	\$2,200.00	\$543.20	\$2,172.80



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ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
114	1	EA	Furnish and Install 8"x4" reducer as shown on plans & specifications to include all material, labor and equipment to complete the work.	\$250.00	\$250.00	\$490.00	\$490.00	\$675.00	\$675.00	\$650.00	\$650.00	\$235.00	\$235.00	\$380.24	\$380.24
115	1	EA	Furnish and Install 4" blow off assembly with thrust blocking as shown on plans & specifications, to include all material, labor and equipment to complete the work.	\$1,600.00	\$1,600.00	\$1,925.00	\$1,925.00	\$2,400.00	\$2,400.00	\$7,431.00	\$7,431.00	\$2,200.00	\$2,200.00	\$1,629.60	\$1,629.60
116	1	EA	Furnish and Install 12" cap/end of line plug as shown on plans & specifications, to include all material, labor and equipment to complete the work.	\$300.00	\$300.00	\$390.00	\$390.00	\$714.00	\$714.00	\$700.00	\$700.00	\$240.00	\$240.00	\$543.20	\$543.20
117	1	EA	Furnish and Install 8" cap/end of line plug as shown on plans & specifications, to include all material, labor and equipment to complete the work.	\$220.00	\$220.00	\$330.00	\$330.00	\$610.00	\$610.00	\$590.00	\$590.00	\$170.00	\$170.00	\$434.56	\$434.56
118	1	EA	Furnish and Install Fire Hydrant assembly as shown on plans & specifications, to include all material, labor and equipment to complete the work.	\$3,500.00	\$3,500.00	\$4,255.00	\$4,255.00	\$6,000.00	\$6,000.00	\$7,778.00	\$7,778.00	\$3,600.00	\$3,600.00	\$3,802.40	\$3,802.40
119	1715	SY	Hydro mulch all disturbed areas including smoothing, 4" topsoil, grading, fertilizer, watering, maintenance and clean-up as shown on plans & specifications, complete and in place.	\$0.35	\$600.25	\$0.52	\$891.80	\$0.34	\$583.10	\$0.65	\$1,114.75	\$0.35	\$600.25	\$1.46	\$2,503.90
120	1	LS	Trench Safety	\$7,500.00	\$7,500.00	\$51,400.00	\$51,400.00	\$5,100.00	\$5,100.00	\$25,000.00	\$25,000.00	\$2,650.00	\$2,650.00	\$54,320.00	\$54,320.00
SUBTOTAL: WATER				\$405,780.25		\$540,060.65		\$535,414.10		\$716,264.75		\$380,111.25		\$446,874.81	
SIGNALIZATION & ILLUMINATION															
121	2	EA	Furnish and install "P" Style NEMA Traffic Cabinet (PT-P44168TS2-1-CS) w/Det. Rack, Loadswitches, EDI Conflict Monitor (MMU-16LEip w/ Ethernet Port) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	16,000.00	32,000.00	15,120.00	30,240.00	15,359.63	30,719.26	15,360.00	30,720.00	15,359.63	30,719.26	16,686.70	33,373.40
122	2	EA	Furnish and install Siemens M60 Nema Linux Controller# 8132-0000-099 (Includes large screen and USB Port) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	3,100.00	6,200.00	4,860.00	9,720.00	3,027.95	6,055.90	3,028.00	6,056.00	3,027.95	6,055.90	3,289.57	6,579.14
123	2	EA	Furnish and install Connet Managed Ethernet Switch (16) w/fiber SFP Modules as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	2,300.00	4,600.00	2,700.00	5,400.00	2,259.20	4,518.40	2,259.00	4,518.00	2,259.20	4,518.40	2,454.40	4,908.80
124	5	EA	Furnish and install 4-Section, 12-inch, LED Signal Head w/Louvered Black Aluminum Backplate (Arr-R Arr-Y Arr-Y Arr-G) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	750.00	3,750.00	1,296.00	6,480.00	717.71	3,588.55	718.00	3,590.00	717.71	3,588.55	779.72	3,898.60
125	13	EA	Furnish and install 3-Section, 12-inch, LED Signal Head w/Louvered Black Aluminum Backplate (R-Y-G) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	700.00	9,100.00	972.00	12,636.00	695.11	9,036.43	695.00	9,035.00	695.11	9,036.43	755.17	9,817.21
126	1	EA	Furnish and install 4-Section, 12-inch, LED Signal Head w/Louvered Black Aluminum Backplate (R Y Arr-G G) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	600.00	600.00	1,300.00	1,300.00	563.96	563.96	564.00	564.00	563.96	563.96	612.69	612.69
127	7	EA	Furnish and install Streetscape Signal Pole, 30 ft-long with Luminaire, Bronze, Powder Finished as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	5,400.00	37,800.00	3,780.00	26,460.00	5,142.63	35,998.41	5,452.00	38,164.00	5,142.63	35,998.41	5,586.00	39,102.00
128	7	EA	Furnish and install 10-ft long Streetscape Pedestal Pole, Bronze, Powder Finished over Galvanized Steel w/ Flanged Base and Pole Collars as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	1,800.00	12,600.00	1,620.00	11,340.00	1,704.53	11,931.71	1,705.00	11,935.00	1,704.53	11,931.71	1,851.80	12,962.60



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				Angel Brothers Enterprises, Ltd (New Braunfels, Tx)		Brazos Paving , Inc. (Bryan TX)		Hassell Construction (Houston, TX)		Texas Sterling Construction Co. (Houston, Tx)		Larry Young Paving, Inc. (College Station, TX)		Knife River Corp. - South (Bryan, TX)	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
129	3	EA	Furnish and install Streetscape Mast Arm, 48 ft-long, Bronze, Powder Finished Over Galvanized Steel w/Flanged Base as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	5,000.00	15,000.00	5,400.00	16,200.00	4,781.01	14,343.03	4,781.00	14,343.00	4,781.01	14,343.03	5,194.09	15,582.27
130	1	EA	Furnish and install Streetscape Mast Arm, 44 ft-long, Bronze, Powder Finished Over Galvanized Steel w/Flanged Base as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	3,800.00	3,800.00	5,184.00	5,184.00	3,624.81	3,624.81	3,625.00	3,625.00	3,624.81	3,624.81	3,937.99	3,937.99
131	2	EA	Furnish and install Streetscape Mast Arm, 40 ft-long, Bronze, Powder Finished Over Galvanized Steel w/Flanged Base as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	3,400.00	6,800.00	4,968.00	9,936.00	3,321.00	6,642.00	3,321.00	6,642.00	3,321.00	6,642.00	3,607.94	7,215.88
132	1	EA	Furnish and install Streetscape Mast Arm, 36 ft-long, Bronze, Powder Finished Over Galvanized Steel w/Flanged Base as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	3,400.00	3,400.00	4,750.00	4,750.00	3,221.37	3,221.37	3,221.00	3,221.00	3,221.37	3,221.37	3,499.70	3,499.70
133	7	EA	Furnish and install Wind Damper Assembly for each mast arm as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	700.00	4,900.00	270.00	1,890.00	658.97	4,612.79	659.00	4,613.00	658.97	4,612.79	715.91	5,011.37
134	12	EA	Furnish and install 1-Section LED, 16-inch Pedestrian Countdown Signal Head, w/9" Symbol/Man (Black) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	650.00	7,800.00	540.00	6,480.00	621.77	7,461.24	622.00	7,464.00	621.77	7,461.24	675.49	8,105.88
135	12	EA	Furnish and install Astro-Brac Cable Mount Assy (AB-0131-1-Way Ped Assy w/84" Cable) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	250.00	3,000.00	162.00	1,944.00	234.17	2,810.04	234.00	2,808.00	234.17	2,810.04	254.40	3,052.80
136	5	EA	Furnish and install Pedestrian Push-Button Assembly (APS) w/ Educational "Push Button To Cross Street" Sign 9"x15" R10-3eR as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	1,200.00	6,000.00	1,620.00	8,100.00	1,166.66	5,833.30	1,167.00	5,835.00	1,166.66	5,833.30	1,267.46	6,337.30
137	7	EA	Furnish and install Pedestrian Push-Button Assembly (APS) w/ Educational "Push Button To Cross Street" Sign 9"x15" R10-3eL as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	1,200.00	8,400.00	1,620.00	11,340.00	1,166.66	8,166.62	1,167.00	8,169.00	1,166.66	8,166.62	1,267.46	8,872.22
138	7	EA	Furnish and install ATB2 LED Luminaires, w/15-ft-long Streetscape Support Arms, Bronze as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	1,500.00	10,500.00	1,620.00	11,340.00	1,470.47	10,293.29	1,471.00	10,297.00	1,470.47	10,293.29	1,597.52	11,182.64
139	10	EA	Furnish and install Pull Boxes w/Locking Cover, Type D w/Legend "High Voltage Traffic Signal" as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	1,700.00	17,000.00	918.00	9,180.00	1,620.31	16,203.10	1,620.00	16,200.00	1,620.31	16,203.10	1,760.31	17,603.10
140	2	EA	Furnish and install Stainless Steel Meter Pedestal Service, 4-Terminal, 125-am, Twin-Link Connectors, for Direct Burial, including conduit to power source as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	4,800.00	9,600.00	4,860.00	9,720.00	4,618.41	9,236.82	4,618.00	9,236.00	4,618.41	9,236.82	5,017.44	10,034.88
141	2	EA	Furnish and install Peek Model #PN5200-17496 ITS Battery Backup System w/ Ethernet Port, w/ Cabinet and Foundation w/batteries as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	5,900.00	11,800.00	8,640.00	17,280.00	5,625.41	11,250.82	5,630.00	11,260.00	5,625.41	11,250.82	6,111.45	12,222.90
142	2	EA	Furnish and install Concrete Signal Controller Foundation as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	3,500.00	7,000.00	7,020.00	14,040.00	3,337.25	6,674.50	3,337.00	6,674.00	3,337.25	6,674.50	3,625.59	7,251.18
143	7	EA	Furnish and install Signal Pole Foundation, 36-inch Diameter, 13-ft Deep as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	3,700.00	25,900.00	5,940.00	41,580.00	3,607.50	25,252.50	3,607.00	25,249.00	3,607.50	25,252.50	3,919.19	27,434.33



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ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
144	7	EA	Furnish and install Pedestrian Pole Foundation, 24-inch Diameter, 6-ft Deep as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	1,300.00	9,100.00	1,620.00	11,340.00	1,245.59	8,719.13	1,246.00	8,722.00	1,245.59	8,719.13	1,353.21	9,472.47
145	545	LF	Furnish and install Conduit, 2"-Diameter, Schedule 40 PVC for signalization as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	5.00	2,725.00	16.20	8,829.00	4.98	2,714.10	5.00	2,725.00	4.98	2,714.10	5.41	2,948.45
146	555	LF	Furnish and install Conduit, 2"-Diameter, Schedule 40 PVC Bore for signalization as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	10.00	5,550.00	21.60	11,988.00	9.95	5,522.25	10.00	5,550.00	9.95	5,522.25	10.81	5,999.55
147	265	LF	Furnish and install Conduit, 4"-Diameter, Schedule 40 PVC for signalization as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	6.50	1,722.50	19.44	5,151.60	6.13	1,624.45	6.00	1,590.00	6.13	1,624.45	6.66	1,764.90
148	750	LF	Furnish and install Conduit, 4"-Diameter, Schedule 40 PVC Bore for signalization as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	11.50	8,625.00	27.00	20,250.00	11.09	8,317.50	11.00	8,250.00	11.09	8,317.50	12.05	9,037.50
149	2408	LF	Furnish and install 7/C #12 AWG Stranded Signal Cable as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	2.20	5,297.60	4.32	10,402.56	2.11	5,080.88	2.00	4,816.00	2.11	5,080.88	2.29	5,514.32
150	1880	LF	Furnish and install 5/C #12 AWG Stranded Signal Cable as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	1.80	3,384.00	3.24	6,091.20	1.75	3,290.00	1.75	3,290.00	1.75	3,290.00	1.90	3,572.00
151	1820	LF	Furnish and install 2/C #12 AWG Stranded Signal Cable as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	1.30	2,366.00	2.16	3,931.20	1.28	2,329.60	1.30	2,366.00	1.28	2,329.60	1.39	2,529.80
152	1235	LF	Furnish and install XHHN 3-1/C #12 Luminaire Cable as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	2.00	2,470.00	3.24	4,001.40	1.97	2,432.95	2.00	2,470.00	1.97	2,432.95	2.14	2,642.90
153	240	LF	Furnish and install 3/C #14 AWG Tray Cable (For Red Light Confirmation Lights) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	2.00	480.00	3.24	777.60	1.97	472.80	2.00	480.00	1.97	472.80	2.14	513.60
154	100	LF	Furnish and install Bare Electrical Conductor #6 Wire (Stranded) for Grounding as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	1.50	150.00	3.24	324.00	1.40	140.00	1.40	140.00	1.40	140.00	1.52	152.00
155	1830	LF	Furnish and install Bare Electrical Conductor #8 Wire (Stranded) for Grounding as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	1.30	2,379.00	2.70	4,941.00	1.26	2,305.80	1.30	2,379.00	1.26	2,305.80	1.37	2,507.10
156	200	LF	Furnish and install Insullated Electrical Conductor #6 Wire (Stranded) for Power as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	1.60	320.00	3.24	648.00	1.55	310.00	1.55	310.00	1.55	310.00	1.68	336.00
157	7	EA	Furnish and install Iteris RZ4A Advanced WDR Camera as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	1,500.00	10,500.00	2,160.00	15,120.00	1,412.66	9,888.62	1,413.00	9,891.00	1,412.66	9,888.62	1,534.71	10,742.97
158	7	EA	Furnish and install Iteris Vantage Edge 2 (Single) Processor w/ Video Monitor and AC Surge Panel as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	2,700.00	18,900.00	2,700.00	18,900.00	2,644.02	18,508.14	2,644.00	18,508.00	2,644.02	18,508.14	2,872.46	20,107.22
159	2	EA	Furnish and install Iteris Edge Connect as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	3,000.00	6,000.00	3,240.00	6,480.00	2,874.20	5,748.40	2,874.00	5,748.00	2,874.20	5,748.40	3,122.53	6,245.06



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ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
160	1235	LF	Furnish and install Composite 8281 Coax/16 AWG power cable as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	2.70	3,334.50	4.32	5,335.20	2.63	3,248.05	2.60	3,211.00	2.63	3,248.05	2.86	3,532.10
161	1	EA	Furnish and install Sony SNC-WR-632C PTZ Camera as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	5,100.00	5,100.00	5,400.00	5,400.00	5,004.26	5,004.26	5,004.00	5,004.00	5,004.26	5,004.26	5,436.63	5,436.63
162	1	EA	Furnish and install Sony POE POWERDSINE 9501G as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	670.00	670.00	540.00	540.00	660.20	660.20	660.00	660.00	660.20	660.20	717.24	717.24
163	80	LF	Furnish and install CAT 6 Ethernet Cable as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	1.90	152.00	5.40	432.00	1.89	151.20	1.90	152.00	1.89	151.20	2.05	164.00
164	6	EA	Furnish and install Priority Contol System Detector (3M Opticom Model 721) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	720.00	4,320.00	918.00	5,508.00	704.54	4,227.24	705.00	4,230.00	704.54	4,227.24	765.41	4,592.46
165	1147	LF	Furnish and install Model 138 Detector Cable (for GTT Opticom Model 721) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	1.90	2,179.30	2.16	2,477.52	1.89	2,167.83	1.90	2,179.30	1.89	2,167.83	2.05	2,351.35
166	2	EA	Furnish and install GTT Model 764 Multimode Phase Selector Card (Infrared) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	3,500.00	7,000.00	3,780.00	7,560.00	3,429.30	6,858.60	3,430.00	6,860.00	3,429.30	6,858.60	3,725.59	7,451.18
167	7	EA	Furnish and install Confirmation Lights w/ Duracell 75 Watt A19 LED bulbs, w/Power Cable as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	280.00	1,960.00	270.00	1,890.00	268.76	1,881.32	269.00	1,883.00	268.76	1,881.32	291.98	2,043.86
168	1	LS	Furnish and install miscellaneous construction materials as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	27,000.00	27,000.00	16,200.00	16,200.00	25,836.26	25,836.26	25,836.00	25,836.00	25,836.26	25,836.26	28,068.51	28,068.51
169	515	LF	Install Fiber Optic Cable, to be provided by the City, as shown on plans & specifications, to include all materials necessary for installation, labor, and equipment to complete the work, complete and in place.	3.40	1,751.00	3.24	1,668.60	3.38	1,740.70	3.40	1,751.00	3.38	1,740.70	3.67	1,890.05
170	5	EA	Furnish and install "Left Turn Yield on Flashing Yellow Arrow" sign (36"x42")(R10-17T) on Signal Mast Arm (3M DG3 Material) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	370.00	1,850.00	540.00	2,700.00	357.01	1,785.05	357.00	1,785.00	357.01	1,785.05	387.86	1,939.30
171	1	EA	Furnish and install "No Turn on Red" sign (36"x48")(R10-11) on Signal Mast Arm (3M DG3 Material) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	370.00	370.00	540.00	540.00	355.16	355.16	355.00	355.00	355.16	355.16	385.85	385.85
172	2	EA	Furnish and install "No U-Turn" sign (36"x36")(R3-4) on Signal Mast Arm (3M DG3 Material) as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	340.00	680.00	540.00	1,080.00	329.33	658.66	330.00	660.00	329.33	658.66	357.79	715.58
173	2	EA	Furnish and install Overhead Street Name Sign (Rock Prairie Road 144" x 24") including mounting brackets and hardware as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	840.00	1,680.00	918.00	1,836.00	822.56	1,645.12	823.00	1,646.00	822.56	1,645.12	893.63	1,787.26
174	3	EA	Furnish and install Overhead Street Name Sign (Holleman Drive 126" x 24") including mounting brackets and hardware as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	770.00	2,310.00	918.00	2,754.00	756.14	2,268.42	756.00	2,268.00	756.14	2,268.42	821.47	2,464.41
175	33	EA	Furnish and install street light illumination assembly with bronze powder coating as shown on plans & specifications, to include foundation, pole, mast arm, luminaire, and all materials, labor, and equipment to complete the work, complete and in place.	8,700.00	287,100.00	5,080.00	167,640.00	8,542.09	281,888.97	8,542.00	281,886.00	8,542.09	281,888.97	9,280.13	306,244.29



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176	4	EA	Furnish and install street light controller, as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	3,200.00	12,800.00	4,636.00	18,544.00	3,118.05	12,472.20	3,118.00	12,472.00	3,118.05	12,472.20	3,387.45	13,549.80
177	6910	LF	Furnish and install 2" Diameter Conduit, Schedule 40 PVC, by open cut, for illumination as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	11.00	76,010.00	32.94	227,615.40	10.69	73,867.90	11.00	76,010.00	10.69	73,867.90	11.61	80,225.10
178	370	LF	Furnish and install 2" Diameter Conduit, Schedule 40 PVC, by bore, for illumination as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	18.00	6,660.00	65.88	24,375.60	17.93	6,634.10	17.00	6,290.00	17.93	6,634.10	19.48	7,207.60
179	274	LF	Furnish and install 6" bore with 2-2" HDPE conduits for illumination as shown on plans & specifications, to include all materials, labor, and equipment to complete the work, complete and in place.	57.00	15,618.00	75.60	20,714.40	55.98	15,338.52	56.00	15,344.00	55.98	15,338.52	60.82	16,664.68
Subtotal: Signalization & Illumination				\$786,063.90		\$916,526.28		\$764,133.23		\$767,935.30		\$764,133.23		\$830,115.97	
TOTAL BASE BID ITEMS:				\$10,077,626.25		\$10,579,412.48		\$10,213,737.83		\$11,984,215.78		\$9,056,156.63		\$9,387,161.18	
ALTERNATE 1 - FIBER CONDUIT BANK															
A1	8951	LF	Furnish and install 4" Diameter Conduit, Schedule 40 PVC with 4-1" interducts with low friction as shown on plans & specifications, to include polyester fiber pull tape (1800 psi tensile strength) in each interduct, 10 AWG insulated tracer wire, 6" orange warning tape, route marker signs, and all materials, labor, and equipment to complete the work, complete and in place.	\$30.00	\$268,530.00	\$41.00	\$366,991.00	\$29.21	\$261,458.71	\$32.00	\$286,432.00	\$30.75	\$275,243.25	\$31.50	\$281,956.50
A2	11351	LF	Install fiber optic cable, to be provided by the City, as shown on plans & specifications, to include all materials necessary for installation, labor, and equipment to complete the work, complete and in place.	\$3.50	\$39,728.50	\$1.10	\$12,486.10	\$3.38	\$38,366.38	\$3.75	\$42,566.25	\$3.55	\$40,296.05	\$3.67	\$41,658.17
A3	23	EA	Furnish and install 30" x 48" x 36" communications pull box with lid flush to grade as shown on plans & specifications, to include 6" of pea size gravel, 8' ground rod, ground testing to 25 ohm or less, snake pit tracer box, tracer wire connection, and all materials, labor, and equipment to complete the work, complete and in place.	\$2,800.00	\$64,400.00	\$3,940.00	\$90,620.00	\$2,705.45	\$62,225.35	\$2,975.00	\$68,425.00	\$2,840.72	\$65,336.56	\$2,939.20	\$67,601.60
Subtotal: BID ALT 1 (A1+A2+A3)- FIBER CONDUIT BANK				\$372,658.50		\$470,097.10		\$362,050.44		\$397,423.25		\$380,875.86		\$391,216.27	
TOTAL BASE BID + SUBTOTAL BID ALT 1 ITEMS:				\$10,450,284.75		\$11,049,509.58		\$10,575,788.27		\$12,381,639.03		\$9,437,032.49		\$9,778,377.45	
ALTERNATE 2 BID ITEMS - JRCP															
B1	53478	SY	Subtract: Item 21 "Install 10" thick continuously reinforced concrete pavement (CRCP) with monolithic curb along Holleman Drive, as shown on plans & specifications, including all materials, labor and equipment to complete the work complete and in-place."	-\$58.50	-\$3,128,463.00	-\$57.15	-\$3,056,267.70	-\$51.50	-\$2,754,117.00	-\$56.00	-\$2,994,768.00	-\$52.29	-\$2,796,364.62	-\$56.58	-\$3,025,785.24
B2	53478	SY	Add: Install 10" thick jointed reinforced concrete pavement (JRCP) with monolithic curb along Holleman Drive as shown on plans & specifications, including all materials, labor and equipment to complete the work complete and in-place.	\$54.00	\$2,887,812.00	\$54.20	\$2,898,507.60	\$50.00	\$2,673,900.00	\$58.00	\$3,101,724.00	\$45.00	\$2,406,510.00	\$47.54	\$2,542,344.12
Subtotal: BID ALT 2 (B1 + B2)				-\$240,651.00		-\$157,760.10		(\$80,217.00)		\$106,956.00		-\$389,854.62		-\$483,441.12	
TOTAL BASE BID + SUBTOTAL BID ALT 2 ITEMS:				\$9,836,975.25		\$10,421,652.38		\$10,133,520.83		\$12,091,171.78		\$8,666,302.01		\$8,903,720.06	



City of College Station - Purchasing Division
Bid Tabulation for #18-032
"Hollemand Drive South Rehabilitation Project"
Open Date: Friday, December 15, 2017 @ 2:00 p.m.

				Angel Brothers Enterprises, Ltd (New Braunfels, Tx)		Brazos Paving , Inc. (Bryan TX)		Hassell Construction (Houston, TX)		Texas Sterling Construction Co. (Houston, Tx)		Larry Young Paving, Inc. (College Station, TX)		Knife River Corp. - South (Bryan, TX)	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE

NOTES:

HASSELL CONSTRUCTION

Roadway & Earthwork, Bid Item 30: Bidder changed the quantity from 144 to 366 on their bid form. This unauthorized alteration of the bid form resulted in incorrect totals for: Bid Item 30, Subtotal: Roadway & Earthwork, Total Base Bid, Alternate 1 + Base Bid Total and Alternate 2 + Base Bid Total. The highlighted totals above are correct.

Texas Sterling Construction, CO.

Removals: Bidder miscalculated the subtotal; however, the Total Base Bid, Alternate 1 + Base Bid and Alternate 2 + Base Bid are correct. The highlighted amount above for Subtotal: Removals is correct.

Larry Young Paving, Inc.

Subtotal: Signalization & Illumination: Bidder miscalculated the subtotal which resulted in miscalculated totals for Total Base Bid, Alternate 1 + Base Bid Total and Alternate 2 + Base Bid Total. The highlighted totals above are correct.

Knife River Corp. - South

Subtotal: Removals: Bidder miscalculated the subtotal which resulted in miscalculated totals for Total Base Bid, Alternate 1 + Base Bid Total and Alternate 2 + Base Bid Total. The highlighted totals above are correct.

JackRabbit Manufacturing, LLC

Incomplete bid - considered non-responsive.



Legislation Details (With Text)

File #:	18-0060	Version:	1	Name:	Strong and Sustainable Grant Program
Type:	Resolution	Status:		Status:	Consent Agenda
File created:	1/15/2018	In control:		In control:	City Council Regular
On agenda:	1/25/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding a resolution for Strong and Sustainable Grant Program that repeals resolution No. 04-09-0-2d and delegates authority to the City Manager to administer and implement the Strong & Sustainable Neighborhoods Grant Program Policy.				
Sponsors:	Jay Socol				
Indexes:					
Code sections:					
Attachments:	Strong Sustainable Neighborhoods Resolution 2018 (2)				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding a resolution for Strong and Sustainable Grant Program that repeals resolution No. 04-09-0-2d and delegates authority to the City Manager to administer and implement the Strong & Sustainable Neighborhoods Grant Program Policy.

Relationship to Strategic Goals:

- Good Governance
- Neighborhood Integrity
- Sustainable City

Recommendation(s):

Staff recommends Council approve the resolution allowing for easier administration of the Strong & Sustainable Neighborhoods Grant Program.

Summary:

The Strong and Sustainable Grant Program is a matching grant program that assists HOAs and neighborhood associations with physical, non-physical and community building projects and provides opportunities for neighborhoods to apply for grant funding to assist with these types of projects. The grant program was established in 2000 and has helped over 40 College Station neighborhoods to complete neighborhood projects. Once grant awards are made, each neighborhood grant recipient must sign a standard city contract agreeing to certain terms to receive funds.

Budget & Financial Summary:

FY 2017-2018 Approved Budgeted Funds \$23,000.

Attachments:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS (CITY), APPROVING THE STRONG & SUSTAINABLE NEIGHBORHOODS GRANT PROGRAM AND DELEGATING AUTHORITY TO THE CITY MANAGER TO IMPLEMENT AND ADMINISTER THE GRANT PROGRAM

WHEREAS, the City desires to strengthen its relationship with Homeowners' and Neighborhood Associations, desires to improve the appearance of neighborhoods and foster community building with residents; and

WHEREAS, The City will fulfill those desires by establishing the "Strong & Sustainable Neighborhoods Grant Program that will allow funding physical and non-physical and community building projects; and

WHEREAS, the City establishes the "Strong & Sustainable Neighborhoods Grant Program: providing for a dollar-for-dollar matching grant for up to fifty percent (50%) of their expenses up to Five Hundred and 00/100 Dollars (\$500.00) per application for use by the qualified applicant in the development of Non-Physical or Community-Building Project; and

WHEREAS, the City establishes the "Strong & Sustainable Neighborhoods Grant Program" providing for a dollar-for-dollar matching grant for up to fifty percent (50%) of their expenses up to Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) per application for use by the qualified applicant for Physical Projects; now, therefore,

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

PART 1: That Resolution No. 04-09-0-2d is hereby repealed.

PART 2: That the City Council hereby delegates authority to the City Manager to make changes and amendments to The Strong & Sustainable Neighborhoods Grant Program Policy attached in **Exhibit A**.

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

ADOPTED this _____ day of _____, 2018.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A
The Strong & Sustainable Neighborhoods Grant Program Policy

**STRONG & SUSTAINABLE NEIGHBORHOODS 2018
GRANT PROGRAM POLICY**

A. Origin & Purpose. The Strong & Sustainable Neighborhoods Grant Program assists associations and neighborhood groups with physical and non-physical and community building projects. This program is a matching grant program between the neighborhoods and the City to accomplish common goals.

B. Program Goals.

1. Strengthen & improve neighborhood associations
2. Improve the appearance of city neighborhoods
3. Strengthen the relationship between the HOA and the City government
4. Stimulate inter-neighborhood cooperation
5. Encourage new communities to develop their own neighborhood associations
6. Stimulate interaction between all College Station HOAs/Neighborhood associations

C. Definitions.

1. **Community-Building Projects** - Projects are intended to bring the community together to work on a project. Project examples are neighborhood clean-ups, membership drives to increase resident membership or participation in associations, developing neighborhood newsletters, community gardens or a neighborhood festivals.
2. **Subdivision or Neighborhood Gateway** – A point of entrance or means of access into either a subdivision or neighborhood marked by plantings and other decorative accents.
3. **Subdivision** – As defined in the College Station Code. The division of a lot, tract, or parcel of land into two or more lots or sites for the purpose of sale, division of ownership, or building development.
4. **Neighborhood** – An area of a community with characteristics that distinguish it from other areas that may include distinct ethnic or economic characteristics, housing types, schools, or boundaries by physical barriers, such as major highways and railroads or natural features, such as rivers.
5. **Association** – Homeowners Association or Neighborhood Association as defined in this policy.
6. **Homeowner's Association (HOA)** – An organization comprised of all owners of units, other than a condominium association, in a development in which individual owners share common interests and responsibilities for costs and upkeep of common open space or facilities.

7. **Neighborhood Association (NA)** – An organization of residents and property owners within a self-defined boundary, having elected officers and operating under by-laws to fulfill a civic function.
8. **Non-Physical Projects** - Projects that are intended to strengthen the quality of life and/or integrity of a neighborhood. Some examples are application for a zoning overlay, a training sessions or a workshop.
9. **Private Improvement in the Public Right-of-Way Permit (PIP)** – A permit required by the College Station Code for any improvements, as defined by code, that are placed and maintained in the City’s right-of-way by a private entity.
10. **Physical Projects** - Projects that are intended to enhance the physical aspects of a neighborhood. Some examples are beautification projects, landscaping or a tangible building project such as a gateway or entry-way improvement.
11. **Right-of-Way** – The surface of, and the space above and below a public street, road, highway, freeway, land, path, public way or place, alley, court, boulevard, parkway, drive, or other easement on or hereafter held by the City (including any street, as defined, which is acquired by eminent domain) for the purpose of public travel and shall include other easements or rights-of-way now or hereafter held by the City or in which the City has an interest (including any easements or rights-of-way acquired by eminent domain) which shall, with the proper use and meaning, entitle the City and a utility to use thereof for the purpose of installing facilities and other property as may ordinarily be necessary and pertinent to a utility system.

D. General Provisions.

1. **No Contract Created by Policy or Application** – Neither this policy nor any application for City funds shall constitute a contract that prohibits or restricts the City’s right to withhold funds for any proposed grant project.
2. **Grant Records** – The Public Communications Department will maintain all records relating to grant administration. This information subject to open records.
3. **Amendment of Policies** – This policy may be changed by the City Manager. Changes to this policy will be made available public.
4. **Location** – Physical projects will be allowed on private property. The fee simple owner the property must grant approval of the project and must sign an agreement to indemnify the City. Physical projects will be allowed in the City right-of-way subject to the requirements of the College Station Code and upon approval of a Private Improvement in the Public Right-of-Way Permit. All approvals and permits must be secured before beginning construction activities.
5. **Maintenance** – The Association shall have the responsibility to provide for the operation, repair, and maintenance of a physical project funded by the grant whether the grant funds are expended on improvements on common property, private property, public right-of-way, or easement. The City shall have access at any time without liability, when on official

business. The City retains the right to remove any obstructions, failed landscaping, or objects in disrepair. In the event the City must remove the material funded by the grant, the Association will be assessed all costs of removal.

E. Eligibility.

1. All neighborhoods are eligible to apply for assistance through the program. Neighborhood and Homeowners associations registered with the City's Neighborhood Partnership Program (NPP) will be given priority status in selection. Neighborhoods that are not a part the NPP are eligible for funds for non-physical and community building projects, but not for physical projects. Neighborhoods are required to have a Commercial General Liability insurance policy to be eligible for the program and execute the City's standard agreement.
2. The following are ineligible for funding under this program:
 - a. Political Campaigning
 - b. Alcohol purchases
 - c. Maintenance on projects or maintenance related issues
 - d. Association business expenses or trips
 - e. Individual persons, individual businesses or individual religious organizations
 - f. Developers, contractors, and builders

F. Funding.

1. **Budgeting Funds** - City Council will approve the amount budgeted for the Strong & Sustainable Neighborhoods Grant program for each budgeted year. Once budgeted funds are depleted, applications not awarded will be considered void.
2. **Physical Projects** - Fifty percent (50%) of the budgeted funds to the grant program will be dedicated for Physical Projects. The maximum amount available for a Physical Project is \$7500.00. In-Kind matches (volunteer labor and donated materials/supplies) up to twenty-five percent (25%) of the neighborhood's match may be allowed in the manner and to the extent provided for by the City.
3. **Non-Physical Projects** - Twenty-five percent (25%) of the budgeted funds to the grant program will be dedicated for non-physical projects. The maximum amount available for a Non-Physical Project is \$500.00. In-Kind matches (volunteer labor and donated materials/ supplies) may be allowed up to 50% of the neighborhood's match to the extent provided for by the City.
4. **Community-Building Projects** - Twenty-five percent (25%) of the budgeted funds will be dedicated for Community Building Projects. The maximum amount available for a Community Building Project is \$500.00. In-kind matches (volunteer labor and donated materials/supplies) may be allowed up to 100% in the manner and to the extent provided for by the City.
5. **Selection Process** - Grant applications will be prioritized by the Neighborhood Services Coordinator with the assistance of staff from other City Departments as deemed necessary. Applications will be evaluated based on the following criteria:

- a. Registered with the City's Neighborhood Partnership Program (20 points) (***Note: this is required for all applications for Physical Projects***)
- b. Neighborhood Participation & Involvement (20 Points)
- c. Neighborhood Benefit (20 Points)
- d. Matching donations and volunteer hours contributed towards the event (10 Points)
- e. Project consistency with established Program goals (10 Points)

G. Procedures.

1. **Application** – For consideration of a grant, an application must be submitted to the Neighborhood Services Coordinator in the Public Communications Department on the provided forms by the deadlines established by the City.
2. **Pre-Application Conference** – Any party receiving funding for a Physical Project is required to attend a pre-application conference with Public Communications staff. This meeting will be coordinated through the Neighborhood Services Coordinator.
3. **Review and Recommendation** – City staff will review applications for completeness and will make funding selections in accordance with these adopted policies.
4. **Contract for Funding** - Once an award for grant funds has been made; a contract or funding agreement will be issued to the association or group, detailing the use of funds, time lines to complete projects, and other important information. ***Until a funding agreement or contract is signed by all parties, the City has no responsibility to reimburse the organization for any expenses or funds incurred or spent before the agreement is official. These funds cannot be used to cover past events or expenses.***
5. **Reimbursement of Funds** – The grant program operates through reimbursement. At the completion of the project, paid invoices, receipts, and other required documentation shall be submitted to the Neighborhood Services Coordinator. Upon approval, the Neighborhood Services Coordinator will authorize the issuance of reimbursement.



Legislation Details (With Text)

File #:	18-0054	Version:	1	Name:	PDD Rezoning – Pooh’s Park
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	1/11/2018	In control:		In control:	City Council Regular
On agenda:	1/25/2018	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from PDD Planned Development District to PDD Planned Development District for approximately 5.6 acres being situated in Pooh’s Park Subdivision, more generally located in the 200 block of Holleman Drive East.				
Sponsors:	Jenifer Paz				
Indexes:					
Code sections:					
Attachments:	Background Information Vicinity, Aerial & SAM Concept Plan Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from PDD Planned Development District to PDD Planned Development District for approximately 5.6 acres being situated in Pooh’s Park Subdivision, more generally located in the 200 block of Holleman Drive East.

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Core Services and Infrastructure
- Diverse Growing Economy

Recommendation(s): The Planning & Zoning Commission considered this item at their January 4, 2018 meeting and voted 5-0 to recommend approval of the request.

Summary: This request is to rezone approximately 5.6 acres from PDD Planned Development District to PDD Planned Development District with a base zoning of T Townhouse. The PDD would modify the definition of townhouse to allow for detached structures. With this modification, this development would allow for the development of 62 detached townhouses designed for students.

REVIEW CRITERIA

1. Consistency with the Comprehensive Plan: The Comprehensive Plan Future Land Use and Character Map designated the subject property as Urban. Urban is described as “a very intense level of development activities...tend to consist of townhomes, duplexes, and high-density apartments.” The PDD would modify the definition of townhouse to allow for detached structures, and with this modification, the proposed development includes detached 2-story townhome structures with minimum setbacks from the street. The applicant has also agreed to provide no fewer than 62 lots on the 5.6 acres, which achieves a density of 11 units per acre.

The property is in the area of both Planning District VI - “Wolf Pen Creek District” and Growth Area VII on the Comprehensive Plan Concept Map. The Wolf Pen Creek District supports redevelopment and infill development in a more urban character, consistent with the requested rezoning. Growth Area VII is described as having opportunities for infill and redevelopment. The Comprehensive Plan states that this area should be used for intense land uses, including townhomes. The request is in compliance with the Comprehensive Plan.

2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood: Properties located to the east and northwest of the subject property are zoned GC General Commercial and are developed as office and retail uses. Properties to the southeast are zoned GS General Suburban and developed as single-family structures. Townhome uses can be compatible with both commercial and single-family uses if properly designed. The proposed Concept Plan includes canopy trees to screen site lighting at the rear of the property and a buffer wall. The adjacent single-family structures are designated for future Urban development on the Comprehensive Plan Future Land Use and Character Map.

3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment: The proposed PDD zoning proposes 62 detached townhomes. The property has over 860 feet of undeveloped frontage along Holleman Drive East, a 2-Lane Major Collector, and is suitable for dense infill residential development.

4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment: The property is currently zoned PDD Planned Development District, with a base zoning of MF Multi-family. Although the property is suitable for the current permitted uses, the proposed use, detached townhomes, is also suitable for the property.

5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment: The subject property may be marketable with its current zoning of PDD Planned Development District with a base zoning of MF Multi-Family. The applicant believes that there is a need for ‘a community of detached student housing units in a desirable location for both the student and residents of single-family neighborhoods who wish to protect their neighborhood from this type of development.’

6. Availability of water, wastewater, Stormwater, and transportation facilities generally suitable and adequate for the proposed use: There is an existing 12” water line and 6” wastewater line available to serve the property. The Thoroughfare Plan identifies Holleman Drive East as an existing 2- lane Major Collector and Lassie Lane to the north as a future 2-lane Major Collector. The development’s proposed driveway access at the intersection of George Bush

Drive and Holleman Drive East will require signal improvements at the intersection. Based on the ITE Trip Generation Manual and the anticipated number of apartment units. The number of trips generated by the proposed development during the peak hour does not require a Traffic Impact Analysis (TIA). Drainage and any other infrastructure required with the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines.

REVIEW OF CONCEPT PLAN

The proposed PDD zoning includes a base zoning district of T Townhouse with modifications. This community of detached townhomes will be developed to zero lot lines and consist of no fewer than 62 lots to ensure an urban development. Parking will be provided for each townhome, in addition to visitor parking at the center of the development. The development includes underground storm water detention.

Meritorious Modifications

At the time of development, the project will need to meet all applicable requirements of the Unified Development Ordinance. The applicant is requesting several meritorious modifications, listed below:

- **Section 12-5.2 Residential Dimensional Standards:**The applicant is requesting that no front setback apply along Holleman Drive East and a reduced rear setback for all lots from 20 feet to 15 feet. Additionally, all structure will be developed using zero lot line construction and requesting a reduced setback between structures from 15 feet to 7.5 feet.
- **Section 12-7.5 Signs:**
The applicant is requesting to allow an Area Identification sign with this development. The UDO allows Area Identification signs in any zoning district when the subdivision is 10 to 50 acres in size.
- **Section 12-7.3 Off-Street Parking Standards:**The applicant is requesting a parking requirement of one parking space per bedroom. The UDO requires one parking space per bedroom with a minimum of two, maximum of four.
- **Section 12-8.3.W Single-Family Residential Parking Requirements for Platting**
The applicant is requesting to provide twelve additional guest parking spaces at the center of the development, in a common area, in lieu of the required parking options for all single-family developments as stated in the UDO.
- **Section 12-8.3.H.1.h Lots:**
The UDO requires that all townhome lot have frontage on a public street or private street constructed to public standards. The applicant is requesting that the townhome lots not be required to have frontage on a public street and provide frontage via a private access easement.
- **Section 12-8.3.H.1.i Lots:**
The UDO requires townhouse lots facing towards a collector thoroughfare have access provided via a public alley. The applicant is requesting that lots facing Holleman Drive East not be required to provide an alley, rather provide access via a private access easement.
- **Section 12-8.3.H.3.b Zero Lot Line Development Setbacks:**
When developing under zero lot line, the UDO requires that the minimum distance between all structures within the lot line development be 15 feet. The applicant is requesting to reduce this setback to 7.5 feet.
- **Section 12-11.2 Definitions:**

The applicant is requesting a modification to the definition of townhouse. The UDO requires a townhome be in a group of no less than three, no more than 12 attached dwelling units. The applicant is requesting that all townhome be detached.

Community Benefits

The community benefits and/or innovative design concepts are as the following:

- Infill urban-style, student targeted, community of detached townhomes units in a desirable location for students and residents of neighborhoods, where this housing product is not desirable.
- To provide a maximum density within the development and to ensure an urban environment, there will be a minimum of 62 lot. This converts to a density of 11 units per acre. The UDO requires a maximum density of 14 units per acre, with no minimum density.
- Each structure will be a minimum of 2-stories in height to contribute to the urban character that is intended in this area.

The Unified Development Ordinance provides the following review criteria for PDD Concept Plans:

1. **The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area:** The applicant has proposed a single-family townhouse development. As designated on the Comprehensive Plan, the subject property and the entire surrounding area has a future land use designation of either Urban or Urban Mixed Use. An Urban and Urban Mixed Use environment allows for residents to live in close proximity to shopping, restaurants, and employment, potentially reducing traffic congestion on nearby streets and encouraging a more walkable environment.
2. **The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section:** The proposed Concept Plan is in general conformity with the policies, goals and objectives of the Comprehensive Plan. The Future Land Use and Character Map calls for Urban in the general area, which is proposed on the Concept Plan due to the density and design character of the development.
3. **The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development:** The proposed development includes 62 two-story detached townhome structures. Properties to the east and west are currently developed as office and retail uses and are generally compatible with the proposed development. Properties to the south are currently zoned GS General Suburban and developed as single-family uses and are designated on the Comprehensive Plan for future high-density Urban uses.
4. **Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association:** All townhome lots will have access to a public street via a shared driveway to Holleman Drive East at a traffic signal. The private access will be located within a common area and an exit drive will be provide to Lassie Lane.

5. **The development includes provision of adequate public improvements, including, but not limited to parks, schools, and other public facilities:** No additional public improvements are required or proposed.
6. **The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity:** The surrounding area is also designated for future high-density Urban development. The proposed development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity.
7. **The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area:** Sidewalks exist along Holleman Drive East and Lassie Lane. An Urban environment potentially allows for residents to shop, dine, and work near where they live, reducing traffic congestion on nearby streets and encouraging a more walkable environment.

STAFF RECOMMENDATION

Staff recommends approval of the PDD Planned Development District zoning request and the associated Concept Plan.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Vicinity, Small Area Map, & Aerial
3. Concept Plan
4. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: January 4, 2018
Advertised Council Hearing Dates: January 25, 2018

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

None

Property owner notices mailed: Thirty-seven (37)
Contacts in support: None
Contacts in opposition: None
Inquiry contacts: Two at the time of staff report.

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
Northeast (across Lassie Lane)	Urban Mixed Use	GC General Commercial	Office
Northwest & West (across Holleman Drive East)	General Commercial & Urban Mixed Use	GC General Commercial & WPC Wolf Pen Creek Design District	Retail Sales & Services and multi-family
Southwest	General Commercial	GC General Commercial	Vehicle Sales
Southeast	Urban	GS General Suburban	Single-Family Residential

DEVELOPMENT HISTORY

Annexation: 1967
Zoning: 1984 – R-1 Single-Family Residential to C-1 General Commercial
2013 – C-1 General Commercial renamed to GC General Commercial
2016 – GC General Commercial to PDD Planned Development District (base zoning of MF Multi-Family)
Final Plat: 1973 – Pooh's Park Subdivision
Site development: Property is vacant

VICINITY MAP



REZ2017-000031
POOH'S PARK SUBDIVISION

WILLIAM DITCH PARKWAY

SH 6 SOUTH

WELLBORN ROAD

SH 15

HARVEY ROAD

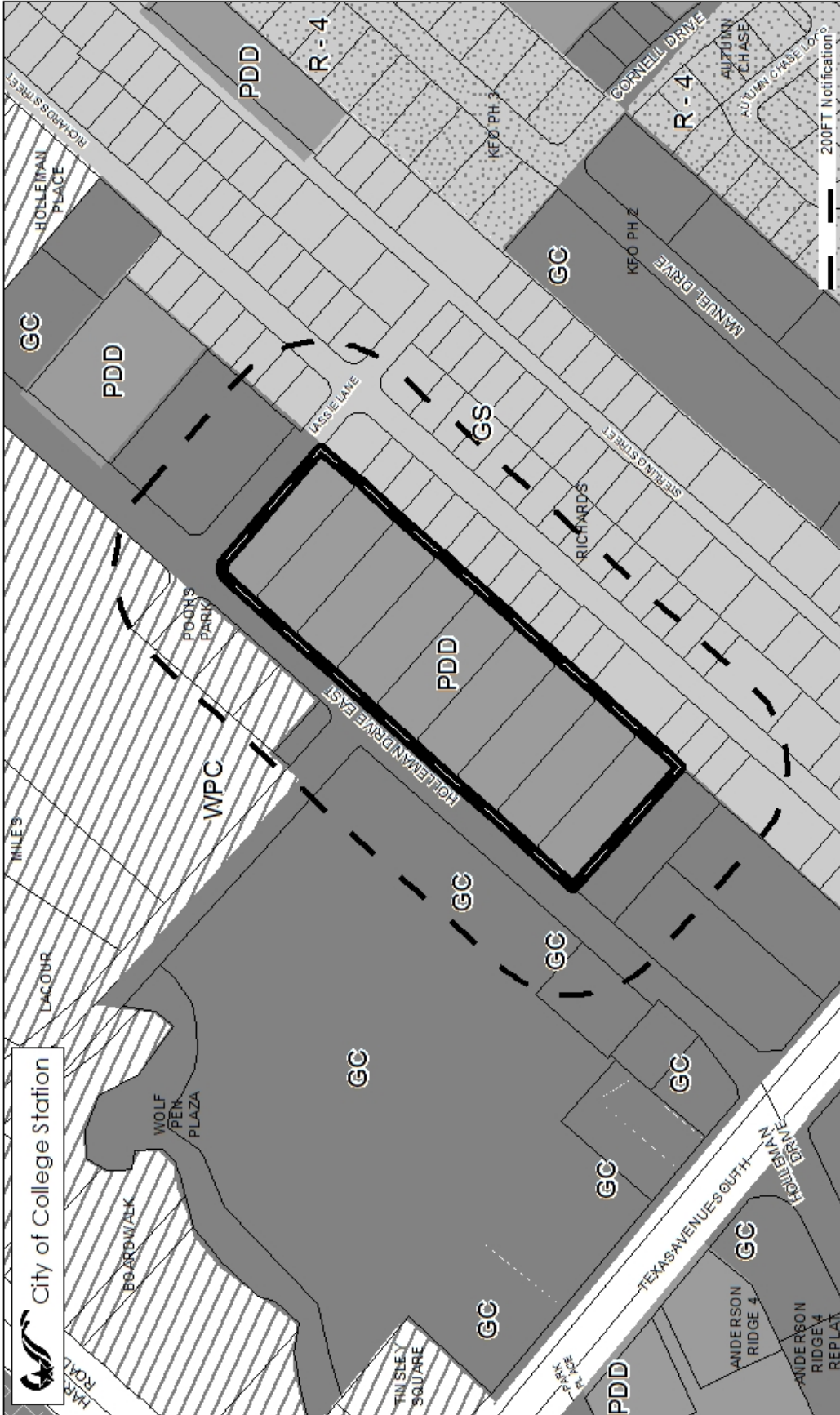


This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College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



 City of College Station

 NORTH	0 255 510 Feet	POOHS PARK SUBDIVISION	Case: REZ2017-000031	REZONING
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City of College Station

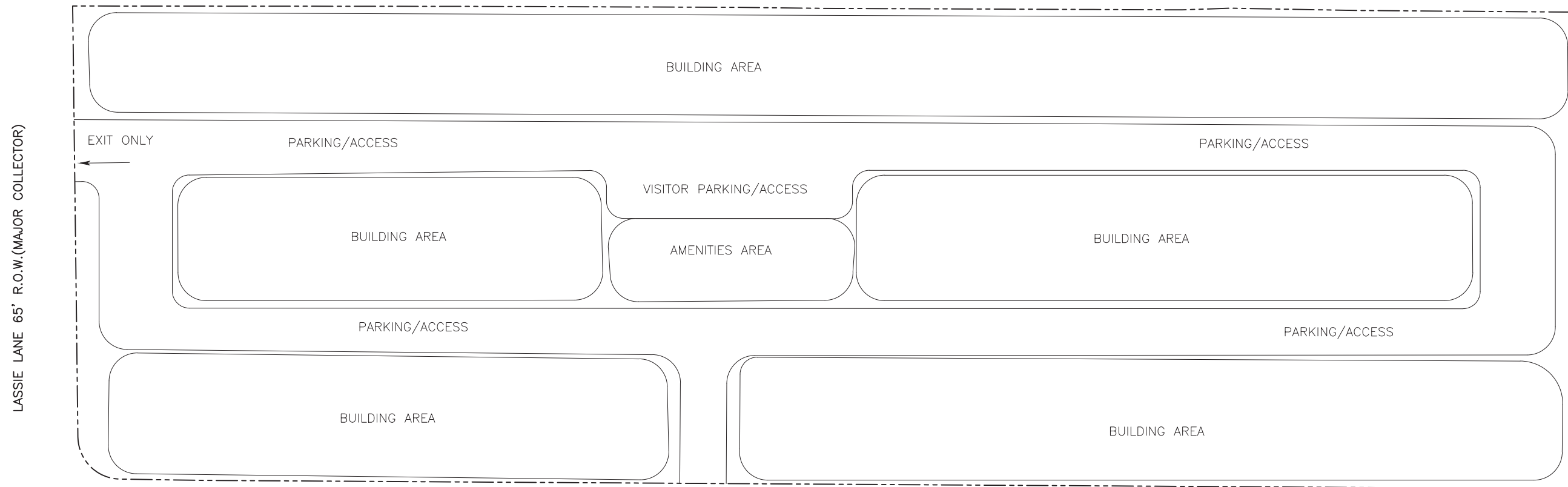
ZONING DISTRICTS (in Grayscale)									
Residential	MU	Mixed-Use	CI	Commercial Industrial	Design Districts	Overlay Districts	Retired Districts		
R	MHP	Manufactured Home Pk.	BP	Business Park	WPC	Wolf Pen Creek Dev. Cor.	R-1B	Single Family Residential	
E			BPI	Business Park	NG-1	Core Northgate	R-4	Multi-Family	
RS	Restricted Suburban		C-U	College and University	NG-2	Transitional Northgate	R-6	High Density Multi-Family	
GS	General Suburban	Non-Residential			NG-3	Residential Northgate	RD	Research and Dev.	
D	Duplex	NAP					NCO	Nbrhd. Conservation Ovr.	
T	Townhome	O					HP	Historic Preservation Ovr.	
MF	Multi-Family	SC					M-1	Light Industrial	
		GC					M-2	Heavy Industrial	

0 255 510 Feet

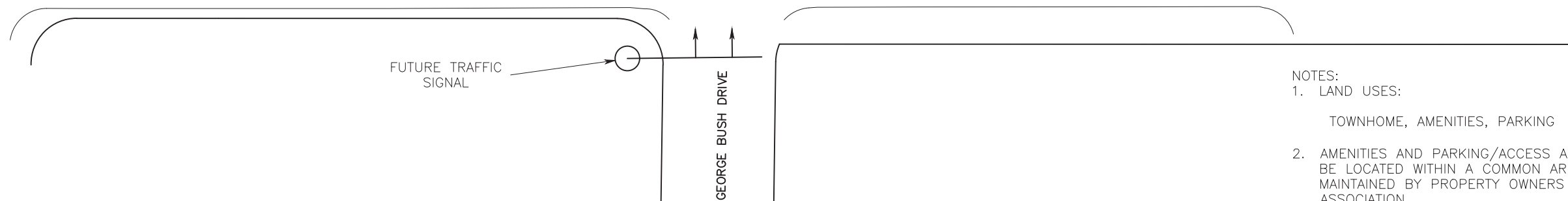
POOHS PARK SUBDIVISION

Case: REZ2017-000031

REZONING



HOLLEMAN DRIVE 80' R.O.W.(MAJOR COLLECTOR)



- NOTES:
1. LAND USES:

TOWNHOME, AMENITIES, PARKING
 2. AMENITIES AND PARKING/ACCESS AREAS TO BE LOCATED WITHIN A COMMON AREA TO BE MAINTAINED BY PROPERTY OWNERS ASSOCIATION



T.979.260.6963
F.979.260.3564
TX. FIRM # F-1443

3204 EARL RUDDER FWY. S.
COLLEGE STATION, TX 77845

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bidding, or permit purposes.
Prepared by:
Veronica J.B. Morgan, P.E.
No. 77689

OCT, 2017
Drawn By: TRR
Checked By: VJBM

Prepared For:
Richmond Ridge, Ltd
4711 Johnson Creek Loop
College Station, TX 77845

Revisions

CONCEPT PLAN
LOTS 6-14, BLOCK 1
POOH'S PARK SUBDIVISION, SECTION ONE
6.1 ACRES



ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM PDD PLANNED DEVELOPMENT DISTRICT TO PDD PLANNED DEVELOPMENT DISTRICT AFFECTING APPROXIMATELY 5.621 ACRES BEING A PORTION OF LOTS 6-14, BLOCK 1, POOH’S PARK SUBDIVISION SECTION 1, GENERALLY LOCATED IN THE 200 BLOCK OF HOLLEMAN DRIVE EAST AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

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

PASSED, ADOPTED, and APPROVED this 25th day of January, 2018.

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 to read as follows:

The following property is rezoned from PDD Planned Development District to PDD Planned Development District:

**METES AND BOUNDS DESCRIPTION
OF A
5.621 ACRE TRACT
POOH'S PARK SUBDIVISION, SECTION ONE
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOT 6-14, BLOCK 1, POOH'S PARK SUBDIVISION, SECTION ONE, ACCORDING TO THE PLAT RECORDED IN VOLUME 314, PAGE 618 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHEAST LINE OF HOLLEMAN DRIVE (75' R.O.W.) MARKING THE WEST CORNER OF SAID LOT 6 AND THE NORTH CORNER OF LOT 5, BLOCK 1, FOR REFERENCE A ½ INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF HOLLEMAN DRIVE MARKING THE COMMON CORNER OF SAID LOT 6 AND LOT 7 BEARS: N 41° 38' 08" E FOR A DISTANCE OF 99.98 FEET (PLAT CALLS 100.0') FROM WHICH ANOTHER ½ INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF HOLLEMAN DRIVE MARKING THE COMMON CORNER OF LOTS 8 AND 9 BEARS: N 41° 38' 08" E FOR A DISTANCE OF 200.00 FEET (PLAT CALLS 200.0');

THENCE: S 48° 27' 45" E ALONG THE COMMON LINE OF SAID LOT 6 AND LOT 5 FOR A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 41° 38' 08" E THROUGH SAID LOTS 6-14, 20.00 FEET FROM AND PARALLEL TO THE SOUTHEAST LINE OF HOLLEMAN DRIVE FOR A DISTANCE OF 848.76 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 25.00 FEET;

THENCE: THROUGH SAID LOT 14 AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88° 51' 26" FOR AN ARC DISTANCE OF 38.77 FEET (CHORD BEARS: N 86° 03' 51" E - 35.00 FEET) TO THE END OF SAID CURVE;

THENCE: S 49° 30' 26" E CONTINUING THROUGH SAID LOT 14, 15.00 FEET FROM AND PARALLEL TO THE SOUTHWEST LINE OF LASSIE LANE (50' R.O.W.) FOR A DISTANCE OF 254.51 FEET TO THE COMMON LINE OF SAID LOT 14 AND LOT 13B, RICHARDS SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 368, PAGE 669 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 41° 32' 23" W ALONG THE COMMON LINE OF SAID LOT 14 AND SAID LOT 13B, AT 78.53 FEET PASS A 5/8 INCH IRON ROD FOUND ON THE NORTHWEST LINE OF LOT 13A, RICHARDS SUBDIVISION, MARKING THE COMMON CORNER OF SAID LOT 14 AND SAID LOT 13 (POOH'S PARK SUBDIVISION), CONTINUE ON ALONG THE COMMON LINE OF POOH'S PARK SUBDIVISION, AND RICHARDS SUBDIVISION, AT 478.71 FEET PASS A 5/8 INCH IRON ROD FOUND ON THE NORTHWEST LINE OF LOT 9B, RICHARDS SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 5159, PAGE 58 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE COMMON CORNER OF SAID LOTS 9 AND 10, POOH'S PARK SUBDIVISION, CONTINUE ON ALONG SAID COMMON LINE, AT 678.35 FEET PASS A ½ INCH IRON ROD FOUND ON THE NORTHWEST LINE OF LOT 7, RICHARDS SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 137, PAGE 25 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE COMMON CORNER OF SAID LOTS 7 AND 8, POOH'S PARK SUBDIVISION, CONTINUE ON ALONG SAID COMMON LINE FOR A TOTAL DISTANCE OF 878.35 FEET TO A POINT ON THE NORTHWEST LINE OF LOT 5, RICHARDS SUBDIVISION (PLAT 137/25) MARKING THE COMMON CORNER OF SAID LOTS 5 AND 6, POOH'S PARK SUBDIVISION, AND THE SOUTH CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 48° 27' 45" W ALONG THE COMMON LINE OF SAID LOTS 5 AND 6 FOR A DISTANCE OF 280.44 FEET TO THE **POINT OF BEGINNING** CONTAINING 5.621 ACRES OF LAND AS SURVEYED ON THE GROUND MARCH 2014. BEARING SYSTEM SHOWN HEREIN IS BASED ON THE TEXAS STATE PLANE CENTRAL ZONE GRID NORTH AS ESTABLISHED BY GPS OBSERVATION. DISTANCES SHOWN HEREIN ARE SURFACE DISTANCES.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

\\JOBS\17-855\17-855.docx



Exhibit B

This development is to be a dense, zero lot line construction development of detached townhomes. The proposed PDD Planned Development District zoning uses a base zoning district of T Townhouse.

Meritorious Modifications

At the time of development, the property will meet all the applicable requirements of the Unified Development Ordinance (UDO) with the following modifications:

- **Section 12-5.2 Residential Dimensional Standards:**
 - Lots along Hollmean Drive East will have a zero front setback;
 - Rear setback for all lots is 15 feet; and
 - Zero lot line construction will have a minimum setback between structures of 7.5 feet
- **Section 12-7.3.H Number of Off-Street Parking Spaces Required:**
 - Each single-family dwelling will provide one parking space per bedroom, with no minimum of maximum of spaces per dwelling unit.
- **Section 12-7.5.C Summary of Permitted Signs:**
 - An Area Identification Sign will be permitted
- **Section 12-8.3.W Single-Family Residential Parking Requirements for Platting**
 - In lieu of the required residential parking requirements for platting, twelve (12) guest parking spaces will be provided at the center of the development, within common area
- **Section 12-8.3.H.1.h Lots:**
 - Lots are not required to have frontage to a public street or private street constructed to public standards.
 - Lots must have frontage and access to a private access easement
- **Section 12-8.3.H.1.i Lots:**
 - Lots with frontage to Holleman Drive East are not required to provide a public alley, rather have access via a private access easement.
- **Section 12-8.3.H.3.b Zero Lot Line Development Setbacks:**
 - All lots are to be constructed to Zero Lot Line Development standards
 - Minimum distance between structures will be 7.5 feet
- **Section 12-11.2 Definitions:**
 - The definition of townhouse is revised to be “detached dwelling units located on a separate lot and thereby distinguished from condominium units.”

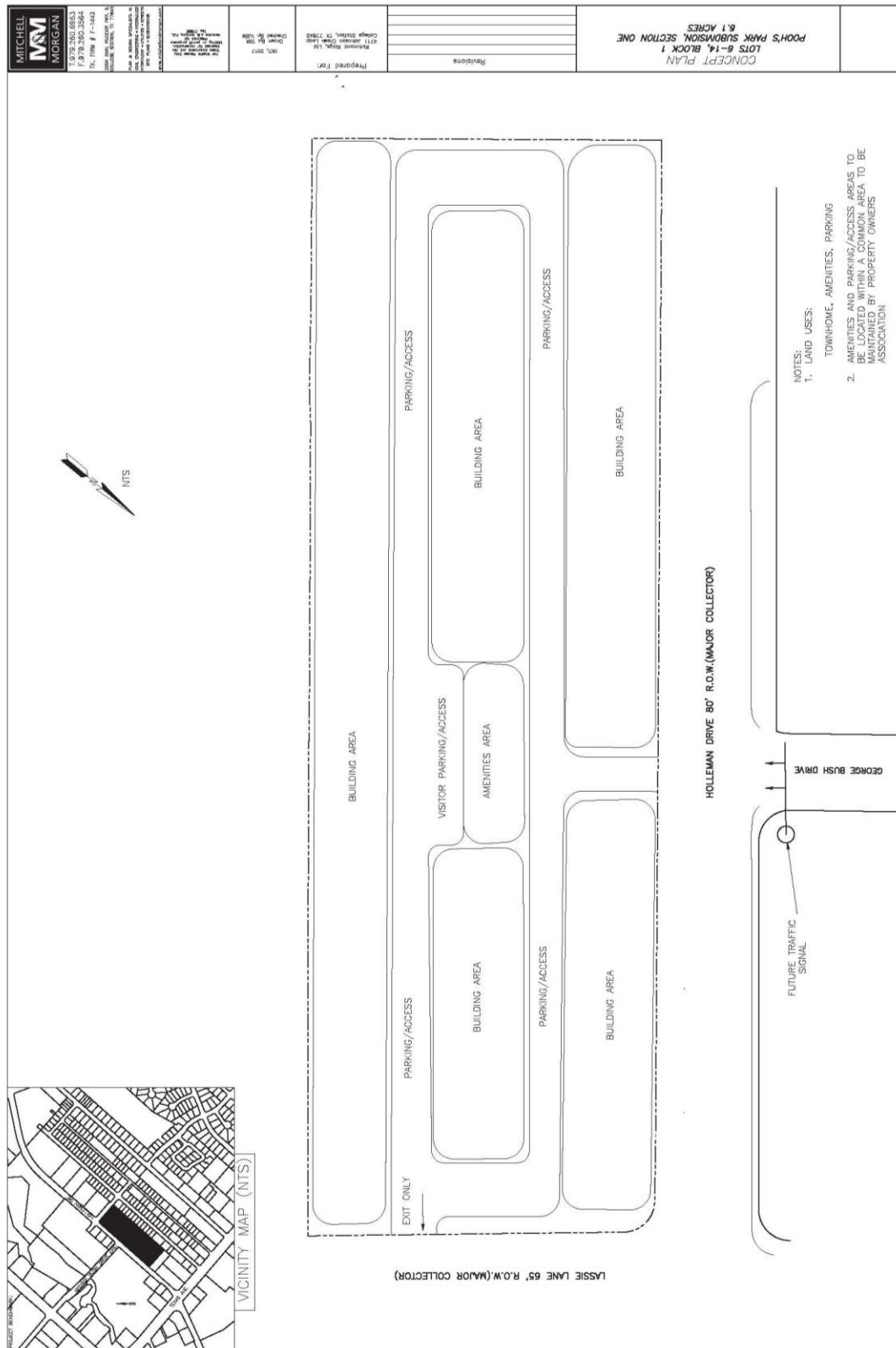
Community Benefits

The community benefits and/or innovative design concepts are as the following:

- Infill urban-style, student targeted, community of detached townhomes units in a desirable location for students and residents of neighborhoods, where this housing product is not desirable.
- To provide a maximum density within the development and to ensure an urban environment, there will be a minimum of 62 lots.

- Each structure will be a minimum of 2-stories in height to contribute to the urban character that is intended in this area.

Exhibit C



Legislation Details (With Text)

File #:	18-0055	Version:	1	Name:	Comprehensive Plan Amendment – Hartzell Elkins Tract
Type:	Comprehensive Plan	Status:			Agenda Ready
File created:	1/11/2018	In control:			City Council Regular
On agenda:	1/25/2018	Final action:			
Title:	Public Hearing, presentation, possible action, and discussion regarding an Ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Suburban Commercial, Estate, and Natural Areas Reserved to General Commercial and Natural Areas Reserved for approximately 35 acres generally located at the intersection of Rock Prairie Road and William D. Fitch Parkway.				
Sponsors:	Jade Broadnax				
Indexes:					
Code sections:					
Attachments:	Background Information Vicinity Map and Aerial Comp Plan Exhibit Ordinance				
Date	Ver.	Action By	Action		Result

Public Hearing, presentation, possible action, and discussion regarding an Ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Suburban Commercial, Estate, and Natural Areas Reserved to General Commercial and Natural Areas Reserved for approximately 35 acres generally located at the intersection of Rock Prairie Road and William D. Fitch Parkway.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure
- Neighborhood Integrity
- Diverse Growing Economy

Recommendation(s): The Planning & Zoning Commission considered this request at their January 4th meeting and voted 5-0 to recommended approval of General Commercial land use from the intersection of William D. Fitch Parkway and Rock Prairie Road to the boundary of Williams Creek Drive with the boundaries of Estate and Natural Areas Reserved to remain the same.

Summary: The applicant has requested an amendment to the Comprehensive Plan's Future Land Use and Character Map from Suburban Commercial, Estate, and Natural Areas Reserved to General Commercial and Natural Areas Reserved. Though the subject property is located near the intersection of two regionally significant roadways, with the surrounding low density land uses, the Comprehensive Plan specifically states that the land adjacent to the intersection of William D. Fitch Parkway and Rock Prairie Road would be appropriate for suburban or neighborhood commercial

and office uses. Staff believes the property's current Future Land Use designation is appropriate, particularly as amendments to the UDO are currently being prepared to update this zoning district requirements to better facilitate more intense development that is compatible with surrounding neighborhoods. As this Comprehensive Plan Amendment could have significant impact on the future development of the surrounding area which is largely rural and low-density, the upcoming 10-year update of the Comprehensive Plan would be the more appropriate time to further and comprehensively explore updating the recommendations for this area.

REVIEW CRITERIA

1. **Changed or changing conditions in the subject area or the City:** The subject property is currently zoned Suburban Commercial, Estate, and Natural Areas Protected, and the surrounding area is designated as Estate and Natural Areas Reserved on the Comprehensive Plan Future Land Use and Character Map. Since the adoption of the Comprehensive Plan in 2009, the adjacent Williams Creek Lake Estates was platted into 29 lots and 4 common areas in 2016. This development is zoned E Estate which was consistent with the Future Land Use and Character Map. Roughly 14 acres of the Williams Creek Lake Estates Subdivision was rezoned from R Rural and E Estate to Restricted Suburban in 2016, but has not yet been platted. Rock Prairie Road, currently a 2-lane rural section road, recently changed designations on the City's Thoroughfare Plan from a future 4-lane minor arterial to a future 4-lane major arterial. Since the 2009 Comprehensive Plan Adoption, William D Fitch, currently a 2-lane rural road that widens to 4-lanes at the intersection, remains the same future designation of a 6-lane major arterial on the Thoroughfare Plan.
2. **Scope of the request:** The request is to amend the Comprehensive Plan Future Land Use and Character Map designation for approximately thirty-five acres from Suburban Commercial, Estate, and Natural Areas Reserved to General Commercial and Natural Areas Reserved.
3. **Availability of adequate information:** A General Commercial designation allows for future development of general commercial uses, including retail sales and service uses that function to serve both nearby residents and the larger community or region. Properties in this area are served through City of College Station utilities and Wellborn SUD. College Station has an ability to serve water and sanitary sewer service to the proposed development, but additional infrastructure improvements may be needed with site development. A Traffic Impact Analysis is not required at the Comprehensive Plan Amendment stage. Depending on the end use, a Traffic Impact Analysis may be required at the site plan stage to verify that additional improvements to the transportation system are not warranted.
4. **Consistency with the goals and strategies set forth in the Plan:** The goal for College Station's Future Land Use and Character is to create a community with strong, unique neighborhoods, protected rural areas, special districts, distinct corridors, and a protected and enhanced natural environment. The subject property is located in the Estate portion of Growth Area III which should remain rural in character and be developed at a low intensity because of service limitations (water, fire, and police), prevailing rural character, and significant natural areas that should be retained. The corner of William D. Fitch and Rock Prairie was specifically identified within Growth Area III as an appropriate location for suburban/neighborhood commercial and office uses.

Consistent with the Comprehensive Plan, the intersection of Rock Prairie Road and William D. Fitch is not one identified by the City's Economic Development Department as an area of interest for the promotion of General Commercial because of the surrounding low-density uses. As this amendment could become a precedent that could greatly affect land use, traffic patterns, and service demands within the surrounding area, Staff recommends that the land use in this area and its potential impact be studied with the upcoming 10-year update to the Comprehensive Plan.

- 5. Consideration of the Future Land Use & Character and/or Thoroughfare Plans:** The subject property is currently designated as Suburban Commercial, Estate, and Natural Areas Reserved on the Comprehensive Plan Future Land Use and Character Map. The proposed amendment is to General Commercial and Natural Areas Reserved.

The current land use of Suburban Commercial is intended for concentrations of commercial activities that cater primarily to nearby residents versus the larger community or region. Generally, these areas tend to be small in size and located adjacent to major roads (arterials and collectors). Design of Suburban Commercial structures are compatible in size, roof type and pitch, architecture, and lot coverage with the surrounding single-family residential uses. It should be noted that an ordinance amendment to the Suburban Commercial zoning district is currently being drafted to make this district more approachable for development, including less stringent regulation on architectural elements, roof pitch, buffer requirements, permitted uses, and lighting as well as allowing more intense general commercial uses within the Suburban Commercial zoning district.

The current land use of Estate is designed to provide land for low-density single family lots. These areas shall consist of residential lots averaging 20,000 square feet when clustered around open space or large lots with a minimum of 1 acre. Subdivisions within this district may contain rural infrastructure. Generally these areas are on the outskirts of the city limits away from major commercial centers, and maintain a rural character.

Natural Areas Reserved are relatively undeveloped and are often used for recreational or open spaces and are intended for the conservation of natural areas. The Natural Areas Reserved portion of this property is slightly extending its boundary with this Comprehensive Plan Amendment.

The proposed land use of General Commercial is intended for concentrations of commercial activities that cater both to nearby residents and to the entire community or region. Generally, these areas tend to be large in size and located near the intersection of two regionally significant roads (arterials and freeways). Though, the subject property is located near the intersection of two regionally significant roadways, the Comprehensive Plan specifically cites the land adjacent to this particular intersection of William D. Fitch and Rock Prairie as being appropriate for suburban or neighborhood commercial and office uses. The upcoming 10-year update of the Comprehensive Plan is an appropriate time to further explore the possibility of updating the recommendations for this area.

- 6. Compatibility with the surrounding area:** The proposed amendment to General Commercial would allow a future rezoning for General Commercial uses including retail sales and service that function to serve the entire community and its visitors. Properties to the north and west along Rock Prairie Road are currently zoned R Rural. This area's zoning has been in place since the time of annexation in 2002. Properties to the east, south and southwest are

also currently zoned R Rural and are generally vacant and undeveloped with the exception of the CSISD Transportation facility to the west, across Rock Prairie Road. The properties to the west, low to medium density single-family development in Williams Creek Lake Estates, are zoned RS Restricted Suburban, along Rock Prairie Road, and E Estate.

Amending the Comprehensive Plan to General Commercial in this area would not be compatible with the existing zoning in the area. A Comprehensive Plan Future Land Use Designation of General Commercial would set a precedent for a GC General Commercial zoning district that would allow for intense uses that do not fit within the Estate/Rural context of the area. The current road network is constructed for the context of low density residential, and General Commercial is not compatible with the surrounding area.

- 7. Impacts on infrastructure including water, wastewater, drainage, and the transportation network:** There is an existing 18-inch water main on the south side of Rock Prairie Road and 12-inch water main along William D Fitch. There's an existing 8-inch sewer line crossing William D Fitch that may have some additional capacity. Otherwise there's an existing lift station along William D Fitch that the subject tract will need to extend a sewer line to. The tract is in the Carter Creek drainage basin. Detention will need to be evaluated and designed in accordance with the BCS Unified Design Guidelines.

The property has frontage to a future four-lane Major Arterial, Rock Prairie Road, and to a six-lane Major Arterial, William D. Fitch Parkway. Access to the future development will require the extension and street connection to future Williams Lake Drive, two-lane Minor Collector, and Joe Will Drive. A Traffic Impact Analysis is not required at the Comprehensive Plan Amendment stage.

Drainage and other public infrastructure required with the site shall be designed and constructed in accordance with the BCS Unified Design Guidelines. Existing infrastructure appears to currently have capacity to adequately serve the proposed change in land use. Water service is currently provided by College Station Utilities. Water line improvements will be necessary at the time the site develops. Sewer service is provided by Bryan Utilities (BTU). BTU has indicated that there is capacity in the Burgess Lane lift station to provide service to the future development.
- 8. Impact on the City's ability to provide, fund, and maintain services:** The proposed amendment for the subject property does not negatively impact the City's ability to provide, fund, and maintain services.
- 9. Impact on environmentally sensitive and natural areas:** A portion of the subject property is located in the 100 year floodplain. This area is recognized as Natural Areas Reserved and is in an environmentally sensitive area.
- 10. Contribution to the overall direction and character of the community as captured in the Plan's vision and goals:** The goal for College Station's Future Land Use and Character is to create a community with strong, unique neighborhoods, protected rural areas, special districts, distinct corridors, and a protected and enhanced natural environment. Though the subject property is located near the intersection of two regionally significant roadways, the Comprehensive Plan specifically cites the land adjacent to this particular intersection of William D. Fitch and Rock Prairie as being appropriate for suburban or neighborhood commercial and office uses. As this amendment could establish a precedent that affects land

use, traffic patterns, and service demands within the surrounding area, Staff believes the upcoming 10-year update of the Comprehensive Plan would be the most appropriate time to further explore the possibility of updating the recommendations for this area.

STAFF RECOMMENDATION

Staff recommends denial of the Comprehensive Plan Future Land Use and Character Map amendment due to the existing rural and estate context, lack of changed conditions in the area, and the pending changes to the Suburban Commercial zoning district.

Budget & Financial Summary: N/A

Legal: Yes

Attachments:

1. Background Information
2. Vicinity and Aerial Maps
3. Comprehensive Plan Exhibit
4. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: January 4, 2018
Advertised Council Hearing Dates: January 25, 2018

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

None

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

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Natural Areas Reserved	R Rural	Undeveloped
South (across Rock Prairie Road)	Institutional/Public	R Rural	Public Facilities (CSISD Administrative Office and Bus Barn)
East (across William D. Fitch Parkway)	Estate	R Rural	Undeveloped
West	Estate and Restricted Suburban	E Estate and RS Restricted Suburban	Undeveloped & Future Williams Creek Lake Estates

DEVELOPMENT HISTORY

Annexation: 2002
Zoning: A-O Agricultural Open upon annexation
A-O Agricultural Open renamed to R Rural in 2014
R Rural to SC Suburban Commercial, E Estate, and NAP Natural Areas Protected (2017)
Final Plat: Not platted
Site development: Undeveloped

VICINITY MAP

NORTH

CPA2017-000017
HARTZELL ELKIN TRACT

0 0.75 1.5 3 Miles

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.



City of College Station

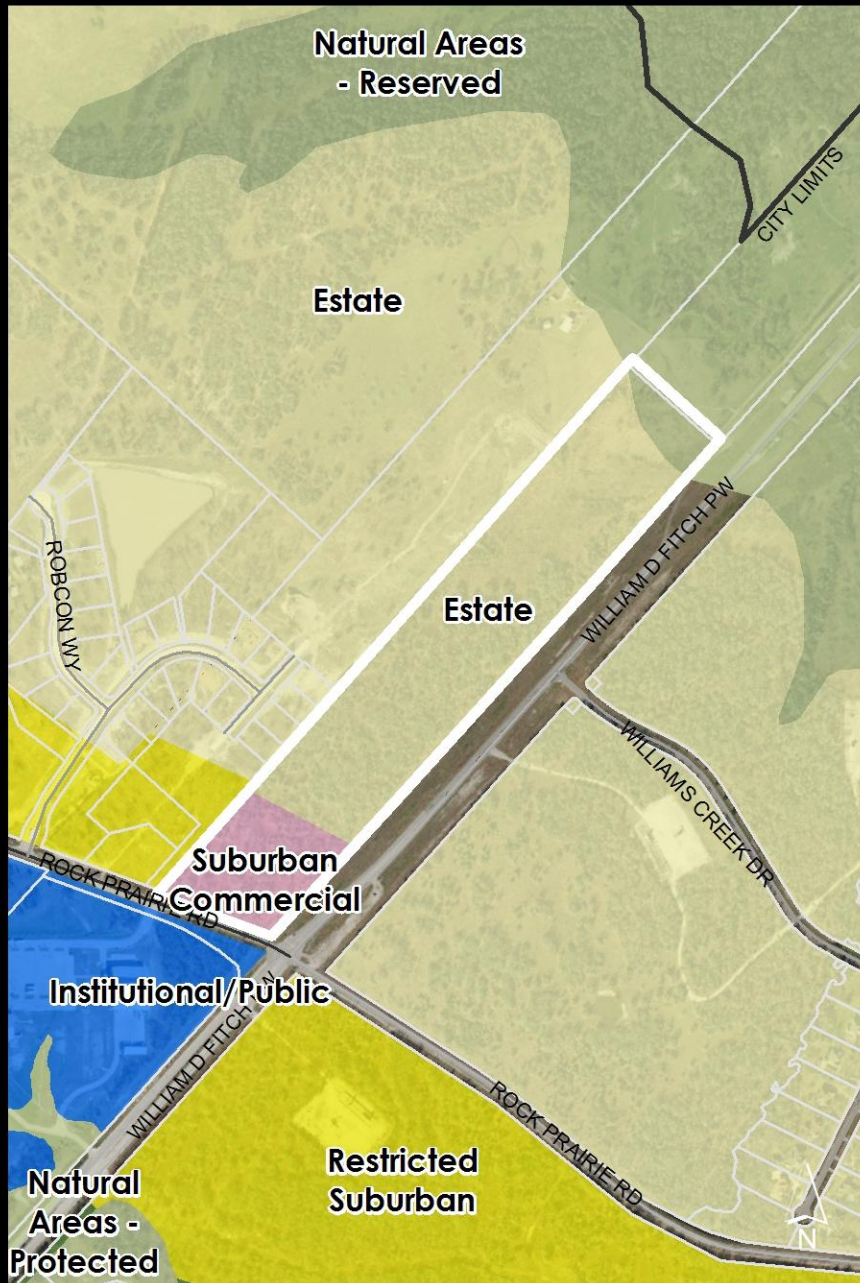


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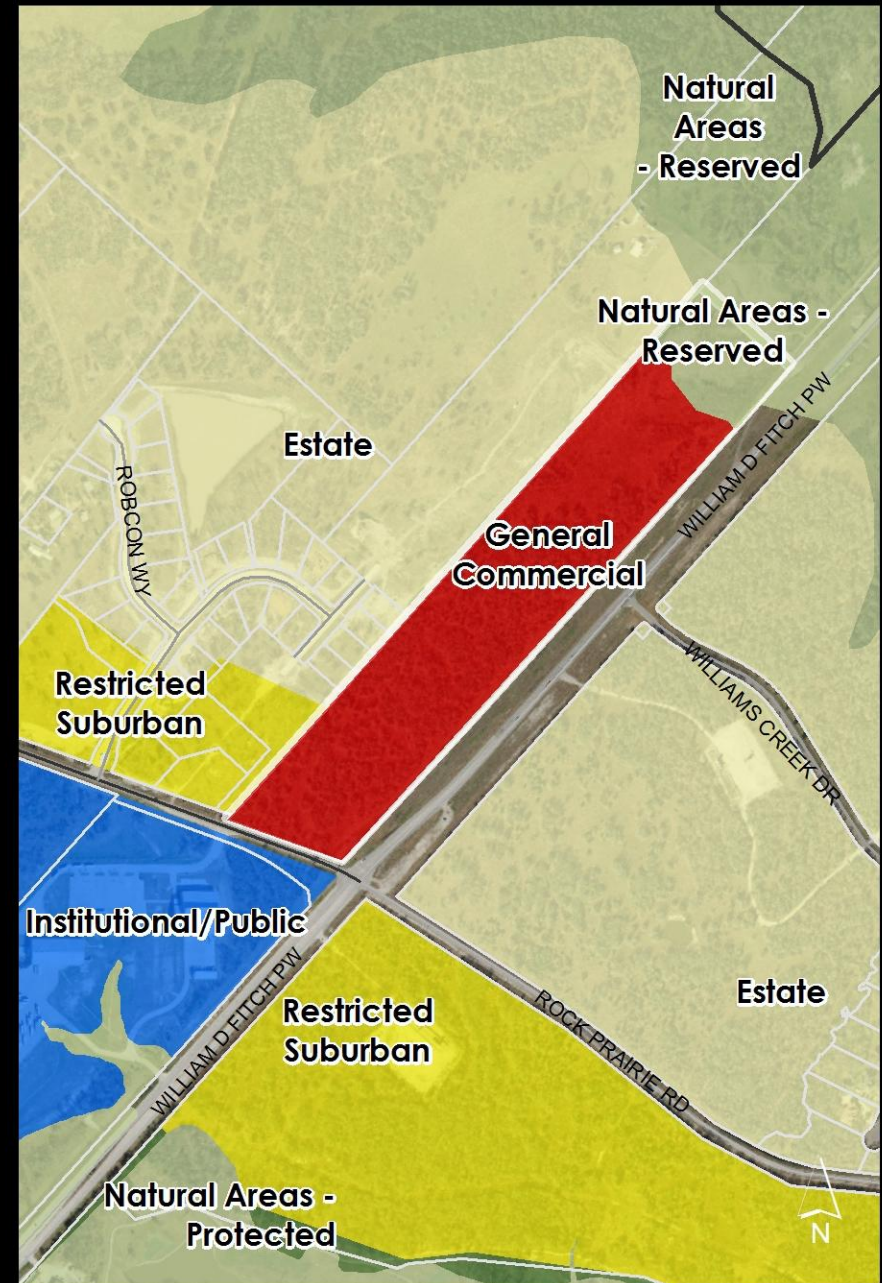
HARTZELL ELKIN TRACT

Case: COMP PLAN AMENDMENT
CPA2017-000017

EXISTING Future Land Use



PROPOSED Future Land Use



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE COLLEGE STATION COMPREHENSIVE PLAN BY AMENDING THE COMPREHENSIVE PLAN – FUTURE LAND USE & CHARACTER MAP FROM SUBURBAN COMMERCIAL, ESTATE, AND NATURAL AREAS RESERVED TO GENERAL COMMERCIAL AND NATURAL AREAS RESERVED FOR APPROXIMATELY 35 ACRES GENERALLY LOCATED AT THE INTERSECTION OF ROCK PRAIRIE ROAD AND WILLIAM D FITCH PARKWAY; 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 “Comprehensive Plan of the City of College Station” is hereby amended by adding new Subsections C.2.hh of Exhibit “A” thereto as set out in Exhibit “A” attached hereto and made a part hereof.
- PART 2: That the “Comprehensive Plan of the City of College Station” is hereby amended by amending the Future Land Use & Character Map, as set out in Exhibit “B” attached hereto for the identified area and made a part hereof for all purposes.
- PART 3: 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.

PASSED, ADOPTED and APPROVED this 25th day of January, 2018.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That ordinance no. 3186 adopting the “Comprehensive Plan of the City of College Station” as amended, is hereby amended by adding new subsections C.2.hh. to Exhibit “A” of said plan for Exhibit “A” to read in its entirety as follows:

“EXHIBIT ‘A’**A. Comprehensive Plan**

The College Station Comprehensive Plan (Ordinance 3186) is hereby adopted and consists of the following:

1. Introduction;
2. Community Character;
3. Neighborhood Integrity;
4. Economic Development;
5. Parks, Greenways & the Arts;
6. Transportation;
7. Municipal Services & Community Facilities;
8. Growth Management and Capacity; and
9. Implementation and Administration.

B. Master Plans

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

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

C. Miscellaneous Amendments

The following miscellaneous amendments to the College Station Comprehensive Plan are as follows:

1. Text Amendments:

- a. Chapter 2 “Community Character,” “Growth Areas” by amending the text regarding Growth Area IV and Growth Area V – Ordinance 3376, dated October 2011.
 - b. Chapter 6 “Transportation” by amending the text regarding Complete Streets, Context Sensitive Solutions, Minimum Length and Additional Right-of-Way for Turn Lanes at Intersections, and Right-of-Way for Utilities – Ordinance 3729, dated December 10, 2015.
 - c. Chapter 2 “Community Character,” Chapter 3 “Neighborhood Integrity,” Chapter 4 “Economic Development,” Chapter 5 “Parks, Greenways, and the Arts,” and Chapter 7 “Municipal Services and Community Facilities” by amending the text based on the recommendation of the Comprehensive Plan Five-Year Evaluation & Appraisal Report – Ordinance 3730 dated December 10, 2015.
 - d. Chapter 8 “Growth Management & Capacity” by amending the text based on recommendations from the Annexation Task Force – Ordinance 3766, dated April 28, 2016.
 - e. Chapter 1, Section 10; Chapter 5, Section 1; Chapter 5, Section 4; Chapter 8, Section 17; and Chapter 9, Section 3; by amending the text – Ordinance 3951, dated October 12, 2017.
2. Future Land Use and Character Map Amendment:
- a. 301 Southwest Parkway – Ordinance 3255, dated July 2010.
 - b. Richards Subdivision – Ordinance 3376, dated October 2011.
 - c. Earl Rudder Freeway at University Oaks – Ordinance 3465, dated November 19, 2012
 - d. 1600 University Drive East – Ordinance 3535, dated November 14, 2013.
 - e. 2560 Earl Rudder Freeway S. – Ordinance 3541, dated December 12, 2013.
 - f. 13913 FM 2154. – Ordinance 3546, dated January 9, 2014.
 - g. 2021 Harvey Mitchell Parkway – Ordinance 3549, dated January 23, 2014.
 - h. 1201 Norton Lane – Ordinance 3555, dated February 27, 2014.
 - i. 3715 Rock Prairie Road West – Ordinance 3596, dated August 25, 2014.
 - j. 4201 Rock Prairie Road – Ordinance 3670, dated July 9, 2015.
 - k. The approximately 40 acres of land generally located east of FM 2154 (aka Wellborn Road), south of the Southern Trace Subdivision, west of State Highway 40 (aka William D. Fitch Parkway), and north of Westminster Subdivision – Ordinance 3731, dated December 10, 2015.
 - l. The approximately 120 acres of land generally located south of Barron Cut-Off Road, west of WS Phillips Parkway, north of the Castlegate II Subdivision, and east of the Wellborn Community – Ordinance 3732, dated December 10, 2015.
 - m. The approximately 900 acres of land generally located south of Greens Prairie Road West, east of the Sweetwater Subdivision, and north of Arrington Road – Ordinance 3733, dated December 10, 2015.
 - n. The approximately 17.788 acres of land generally located at the corner of Turkey Creek Road and Raymond Stotzer Parkway frontage road.– Ordinance 3752, dated March 10, 2016.

- o. The approximately 9 acres of land generally located north of the Crossroad Woods Subdivision near the intersection of Wellborn Road (FM 2154) and Greens Prairie Trail – Ordinance 3779, dated June 9, 2016
- p. The approximately 16 acres located at 8607 Rock Prairie Road, generally located at the north of Rock Prairie Road and west of William D. Fitch Parkway – Ordinance 3794, dated August 11, 2016.
- q. The approximately 14.25 acres of land located at 2501 Earl Rudder Freeway South, generally located north of North Forest Parkway and south of Raintree Drive, along the east side of Earl Rudder Freeway South – Ordinance 3799, dated August 25, 2016.
- r. The approximately 7 acres of land located along the south side of State Highway 30, south of Veterans Memorial Park – Ordinance 3828, dated October 27, 2016.
- s. The approximately 58 acres of land generally located along the east side of State Highway 6 South, north of W.D. Fitch parkway and south of the future Pebble Creek Parkway extension – Ordinance 3830, dated October 27, 2016.
- t. The approximately 2 acres of land generally located on Corsair Circle north of Pavilion Avenue – Ordinance 3846, dated December 8, 2016.
- u. The approximately 18 acres of land generally located at the southeast corner of Sebesta Road and Earl Rudder Freeway frontage road – Ordinance 3848, dated December 8, 2016.
- v. The approximately 6 acres of land being situated in the Pooh's Park Subdivision, Block 1, Lots 6-14 recorded in Volume 314, Page 618 of the deed records of Brazos County, Texas, located at 204, 206, 208, 210, 212, 214, 216, 218, and 220 Holleman Drive east, more generally southwest of the intersection of Holleman Drive East and Lassie Lane by – Ordinance 3850, dated January 12, 2017.
- w. The approximately 6.3 acres of land generally located northeast intersection of Copperfield Parkway and Crescent Pointe Parkway - Ordinance 3859, dated February 9, 2017.
- x. The approximately 11.3 acres of land generally located at the southeast intersection of Earl Rudder Freeway South and Emerald Parkway – Ordinance 3875, dated April 27, 2017.
- y. The approximately 232 acres of land generally located south of Rock Prairie Road - Ordinance 3877, dated April 27, 2017.
- z. The approximately 5.96 acres of land generally located in the northeast corner of Associates Avenue and Harvey Road intersection. – Ordinance 3879, dated April 27, 2017.
- aa. The approximately 4.74 acres of land generally located at the corner of Harvey Mitchell Parkway South and Raymond Stotzer Parkway – Ordinance 3882, dated May 11, 2017.
- bb. The approximately 3.2 acres of land generally located east of Copperfield Parkway and south of Harvey Road. – Ordinance 3884, dated May 11, 2017.
- cc. The approximately 3.34 acres of land generally located north of Raintree Drive along Earl Rudder Freeway South – Ordinance 3901, dated July 27, 2017.

- dd. The approximately 12.5 acres generally located west of Earl Rudder Freeway South along Harvey Mitchell Parkway – Ordinance 3903, dated July 27, 2017.
 - ee. Approximately 100 acres located along the east side of State Highway 6, south of The Business Park at College Station and north of the Texas World Speedway property- Ordinance 3906, dated July 27, 2017.
 - ff. Approximately 1.7 acres of land being generally located at 12055 FM 2154 - Ordinance 3921, dated August 24, 2017.
 - gg. Approximately 11 acres of land being generally located at 8822 Burgess Lane and near the east intersection of State Highway 47 and Raymond Stotzer Parkway – Ordinance 3965, dated December 14, 2017.
 - hh. Approximately 35 acres of land being generally located at the intersection of William D Fitch Parkway and Rock Prairie Road – by this ordinance, dated January 25, 2018.
3. Concept Map Amendment:
- a. Growth Area IV – Ordinance 3376, dated October 2011.
 - b. Growth Area V – Ordinance 3376, dated October 2011.
4. Thoroughfare Map Amendment:
- a. Raintree Drive – Ordinance 3375, dated October 2011.
 - b. Birkdale Drive – Ordinance 3375, dated October 2011.
 - c. Corsair Circle – Ordinance 3375, dated October 2011.
 - d. Deacon Drive – Ordinance 3375, dated October 2011.
 - e. Dartmouth Drive – Ordinance 3375, dated October 2011.
 - f. Farm to Market 60 – Ordinance 3375, dated October 2011.
 - g. Southwest Parkway – Ordinance 3375, dated October 2011.
 - h. Cain Road extension – Ordinance 3639, dated February 26, 2015.
 - i. Update to Chapter 6 Maps- Ordinance 3729, dated December 10, 2015.
 - j. South College Station Mobility Study – Ordinance 3827, dated October 27, 2016.
 - k. Pavilion Avenue extension --Ordinance 3885, dated May 11, 2017.
 - l. Future Minor Collector realigned to Harpers Ferry Road along Arrington Road – Ordinance 3949, dated October 12, 2017.
 - m. 2017 Thoroughfare Plan update to Map 6.6 – Ordinance 3962, dated November 20, 2017.
5. Bicycle, Pedestrian and Greenways Master Plan Amendment:
- a. Cain Road extension – Ordinance 3639, dated February 26, 2015
 - b. Update to Maps 5.4 and 5.5-- Ordinance 3729, dated December 10, 2015.
 - c. South College Station Mobility Study – Ordinance 3827, dated October 27, 2016.
 - d. Update to Maps 5.4 and 5.5 – Ordinance 3877, dated April 27, 2017.
 - e. 2017 Thoroughfare Plan update to Maps 5.4 and 5.5 – Ordinance 3962, dated November 20, 2017.
6. Parks and Recreation Master Plan Amendment:
- a. Update to Map B/College Station Neighborhood Park Zone, to Map C/College Station Community Park Zone Map and to the text of Section 2 “Current Conditions

and Trends,” subsection “Park Land,” paragraph five relating to said maps- Ordinance 3951, dated October 12, 2017.

7. Community and Neighborhood Plan Amendment:

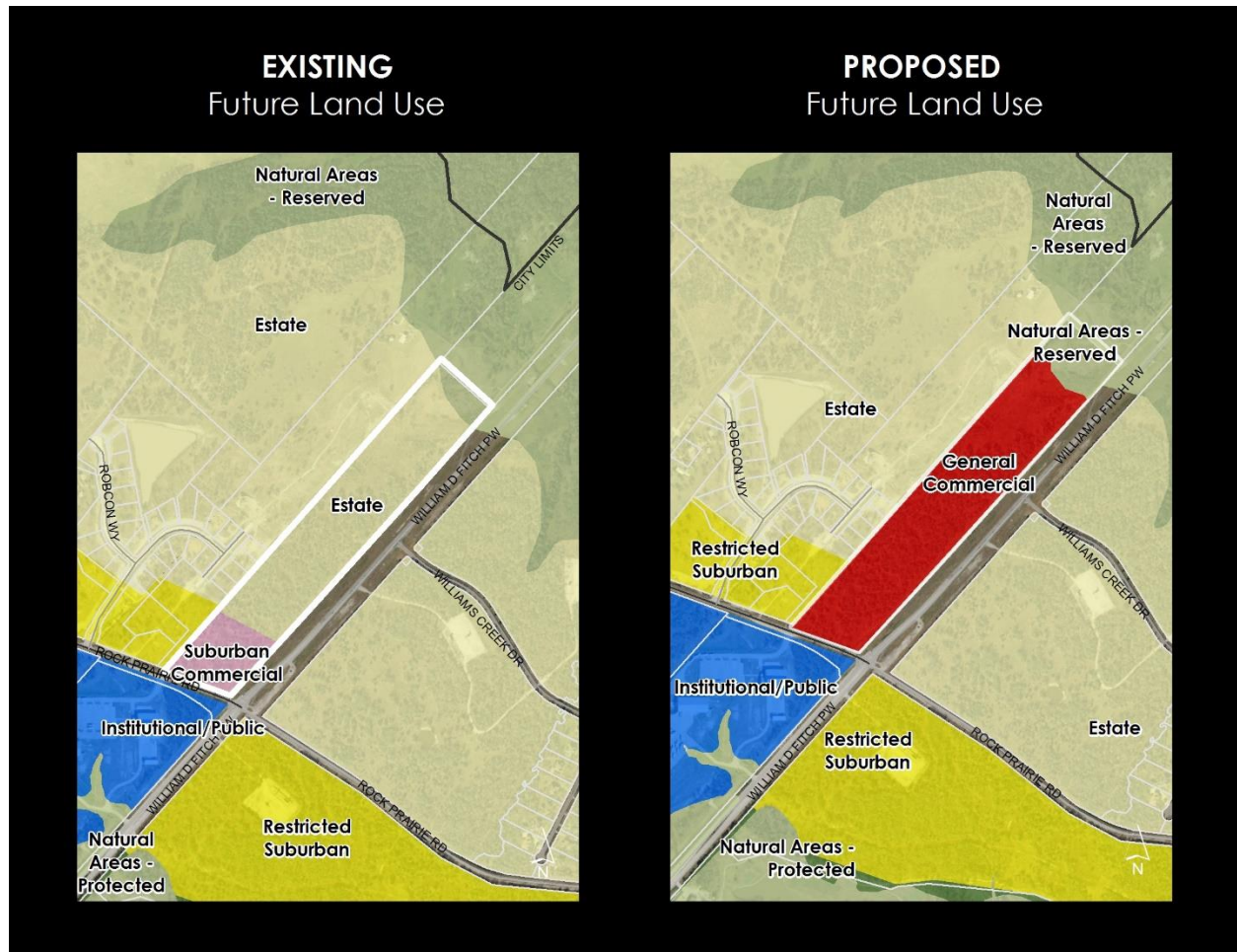
- a. Eastgate Neighborhood Plan, Chapter 1 - Community Character, “Site Development Area 1 – Lincoln Avenue” – Ordinance 3956, dated November 9, 2017.

D. General

1. Conflict. All parts of the College Station 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 extra-territorial jurisdiction (“ETJ”). The College Station Comprehensive Plan depicts generalized locations of proposed future land-uses, including thoroughfares, bikeways, pedestrian ways, parks, greenways, and waterlines that are subject to modification by the City to fit local conditions and budget constraints.
3. General nature of Future Land Use and Character. The College Station Comprehensive Plan, in particular the Future Land Use and Character Map found in A.3 above and any adopted amendments thereto, shall not be nor 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 College Station Comprehensive Plan, including the Thoroughfare Plan, Bicycle, Pedestrian, and Greenways Master Plan, Central College Station Neighborhood Plan, Water System Master 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 bikeways, greenways, thoroughfares, pedestrian ways, waterlines and sewer lines that are a part of the College Station Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the 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 “Comprehensive Plan of the City of College Station” is hereby amended by amending a portion of the map titled “Map 2.2-Future Land Use & Character” of Chapter 2 –Community Character” from Suburban Commercial, Estate, and Natural Areas Reserved to General Commercial and Natural Areas Reserved shown as follows:





Legislation Details (With Text)

File #:	18-0056	Version:	1	Name:	PDD Rezoning – Atique-Raza Assisted Living
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	1/11/2018	In control:		In control:	City Council Regular
On agenda:	1/25/2018	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion 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 boundaries from R Rural to PDD Planned Development District on approximately 8 acres of land, located at 3596 Greens Prairie Road West.				
Sponsors:	Rachel Lazo				
Indexes:					
Code sections:					
Attachments:	Background Information Vicinity Map & Aerial Concept Plan Parking Demand Letter Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion 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 boundaries from R Rural to PDD Planned Development District on approximately 8 acres of land, located at 3596 Greens Prairie Road West.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure
- Diverse Growing Economy

Recommendation(s): The Planning & Zoning Commission will consider this item at their January 18, 2018 meeting. Staff will provide their recommendation at the City Council meeting.

Summary: This request is to rezone approximately 8 acres located at the northwest corner of Greens Prairie Road West and Victoria Avenue from R Rural to PDD Planned Development District with a base zoning district of WE Wellborn Estate.

REZONING REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject property is designated as Wellborn Estate on the Comprehensive Plan's Future Land Use and Character Map.

The Wellborn Estate land use allows for low-density single-family residential lots, due to its prevailing rural character and public service limitations.

The proposed PDD Planned Development District uses a base zoning district of WE Wellborn Estate to allow for a development that will provide senior assisted living to elderly/aging residents of College Station while harmonizing with the surrounding residential areas. The requested zoning isn't the low-density, single-family use typical in WE Wellborn Estate or a land use typically associated with WE Wellborn Estate but the low density, units per acre around a central greenspace, residential style architecture, as well as allowing the elderly to live closer to residential areas makes it compatible with the Wellborn Estate land use designation. This zoning request is consistent with the current Future Land Use and Character Map.

2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The subject property is adjacent to two thoroughfares, Victoria Avenue and Greens Prairie Road West, both 2-lane major collectors., and Adjacent to the subject property are developed properties zoned R Rural and RS Restricted Suburban. The proposed development would continue the residential nature of the immediate vicinity while proposing community benefits that would lessen the impact of the added land use for the adjacent residential properties. The community benefits include residential style architecture, internal greenspace, wooden fence for screening, etc. The proposed rezoning is compatible with the present zoning and conforming uses of nearby property and with the character of the surrounding neighborhood.
3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The proposed PDD uses a base zoning district of WE Wellborn Estate with Assisted Living as a permitted use. The development is anticipated to be single-story, with single-family residential architectural styles and density. The applicant has indicated that it will mainly consist of independent living, with medical services, as needed, functioning more as a residential use as opposed to a commercial style nursing home. WE Wellborn Estate also allows for standard single-family development.
4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The size and location of the subject property is suitable for residential uses. With the community benefits to appear more residential in nature, the proposed Planned Development District is suitable for this property.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property can be marketed under the current zoning which allows for residential uses. However, according to the applicant, senior housing/assisted living developments are highly desirable in the College Station marketplace. With proximity to multiple nearby medical facilities, assisted living may also be marketable.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** Water service will be provided by Wellborn SUD. The subject tract is proposing to utilize on-site septic. The tract is in the Peach Creek

Drainage Basin. Access will be via Greens Prairie road, a future major collector. A Traffic Impact Analysis was not required due to the estimate peak trips that the proposed site is rezoning to. Drainage and other public infrastructure required with the site shall be designed and constructed in accordance with the B/CS Unified Design Guidelines. Existing infrastructures appear to currently have capacity to adequately serve the proposed use.

REVIEW OF CONCEPT PLAN

The Concept Plan provides an illustration of the general layout of the proposed building and parking areas as well as other site related features. In proposing a PDD, an applicant may also request variations to the general platting and site development standards provided that those variations are outweighed by demonstrated community benefits of the proposed development. The Unified Development Ordinance provides the following review criteria as the basis for reviewing PDD Concept Plans:

- The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area;
- The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section;
- The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development;
- Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association;
- The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities;
- The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity; and
- The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

General:

The stated purpose and intent of the requested PDD is “proposing to build a unique product that is comparable to the density required in the WE Wellborn Estate zoning district... [and] designed for seniors and others in need of living assistance.”

The Concept Plan proposes an assisted living development that physically appears to be similar to the adjacent residential homes. Buildings are proposed to be single-story. Access from Greens Prairie Road is proposed.

Modifications Requested: WE Wellborn Estate is proposed as the base zoning district with a modification to increase the maximum density from 0.5 dwelling units per acre, to 0.86 dwelling units per acre. A second modification has been proposed to provide approximately 64 parking

spaces for 72 residents. The justification for this request is provided in the accompanying parking demand letter. Lastly, the applicant is requesting a modification to allow Assisted Living as a permitted use in the WE Wellborn Estate zoning district, with the following definition:

Assisted Living or Residential Care Facility - A building used or designed for the housing of the aged, and/or mentally or physically handicapped persons who are in need of assistance with activities of daily living and/or health care and/or personal care in a homelike setting and duly licensed by the State of Texas for such purpose.

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

- A unique development to meet the needs of the growing senior population by providing a residential style assisted living option as opposed to a large nursing home style development with on-site care facilities. We will be designing the buildings in a “hill country style” to maintain the unique character of the Wellborn Community as well as blend in with the surrounding residential homes. These design elements would include heavy timber columns, plaster, porches, pitched roofs, dormer windows, & stone as the main building materials; mimicking the surrounding single-family architectural style.
- The development will be located in a quiet residential area which is compatible with this residential style assisted living concept.
- A location convenient to hospitals and medical facilities which lessens the burden on the City’s transportation system.
- The project will include internal greenspace and garden areas (pocket park) located within the complex for the residents to enjoy.
- The project will also include internal walkway areas that will meander throughout the garden or pocket park areas for residents to enjoy while being outdoors.
- We intend to construct a 6-foot high fence along our two property lines that adjoin Turnberry Circle and the single-family development to the north.

STAFF RECOMMENDATION

Staff recommends approval of the PDD Planned Development District zoning request and associated Concept Plan.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Vicinity Map and Aerial
3. Concept Plan
4. Parking Demand Letter
5. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: January 18, 2018

Advertised Council Hearing Dates: January 25, 2018

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:

Castlegate II

Property owner notices mailed: Seventeen (17)
Contacts in support: None at the time of staff report.
Contacts in opposition: None at the time of staff report.
Inquiry contacts: None at the time of staff report.

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Wellborn Estate	R Rural	Single-family Residential
South (across Greens Prairie Rd W)	Estate	R Rural	Single-family Residential
East	Restricted Suburban	RS Restricted Suburban	Single-family Residential
West	Wellborn Estate	R Rural	Single-family Residential

DEVELOPMENT HISTORY

Annexation: 2011

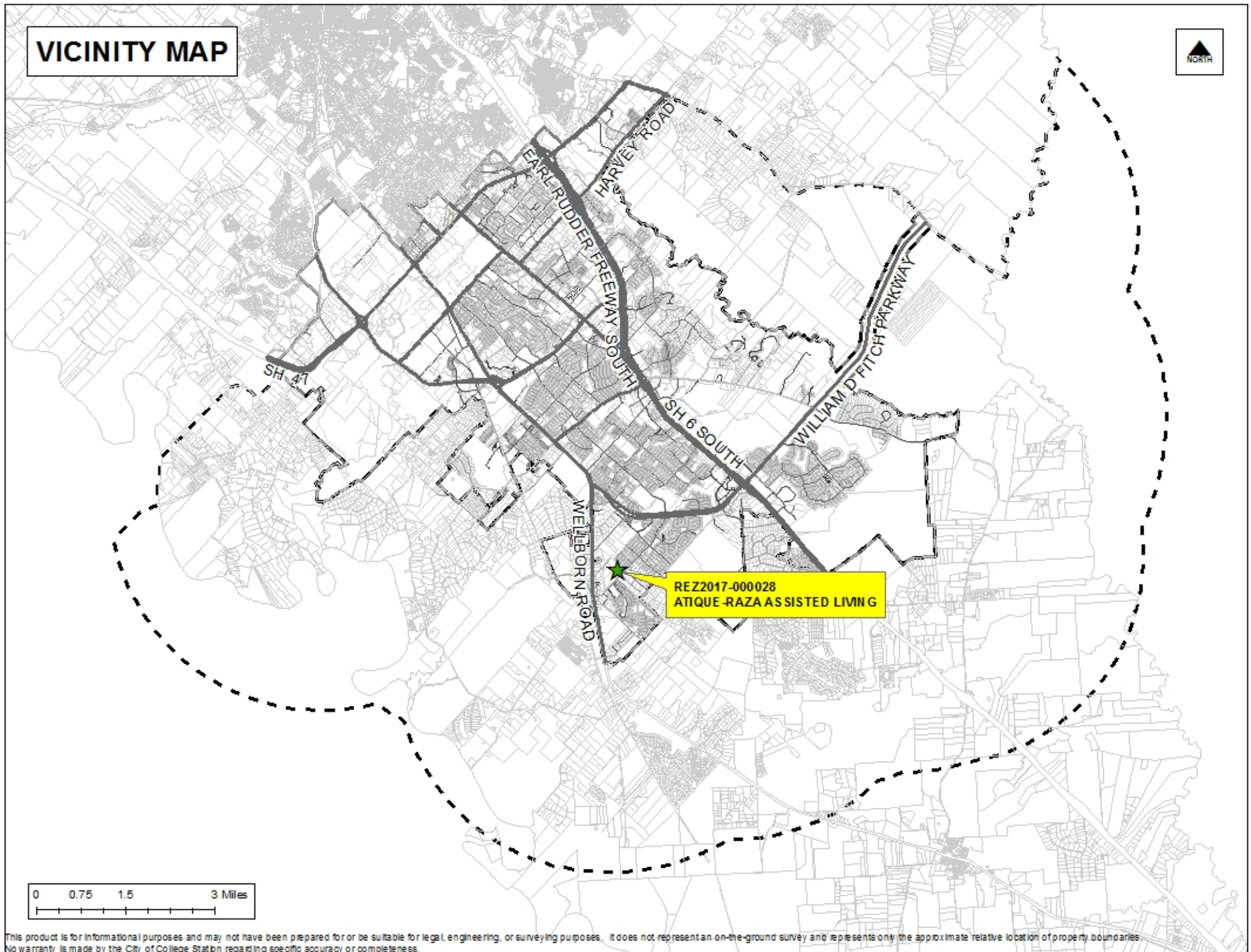
Zoning: A-O Agricultural Open upon annexation
2013 – A-O Agricultural Open renamed R Rural

Final Plat: Castlegate II Subdivision Section 209 (February 2017)

Site development: Property is currently developed as a metal agricultural building.

VICINITY MAP

NORTH

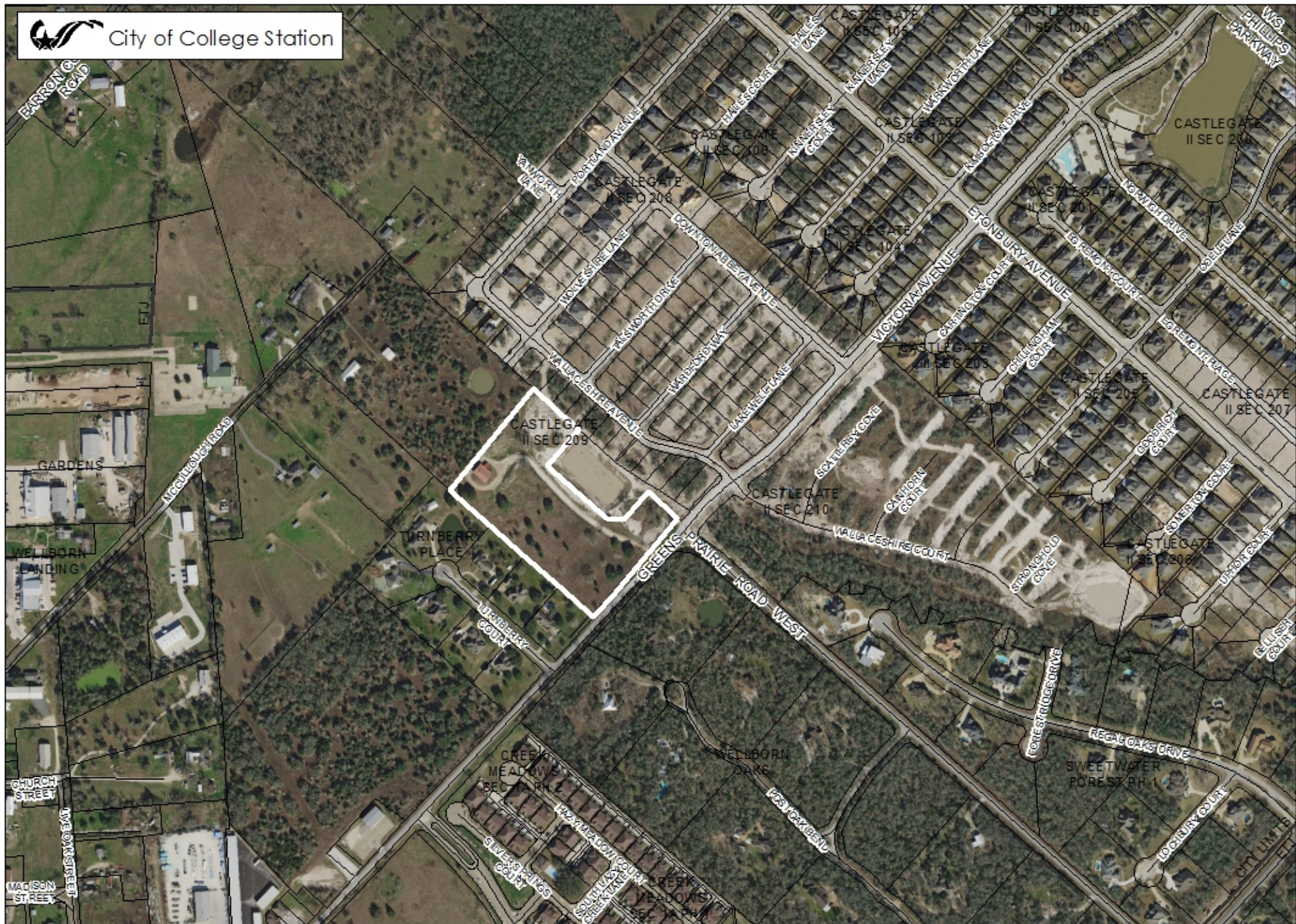


0 0.75 1.5 3 Miles

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.



City of College Station



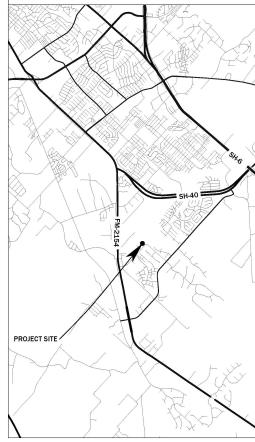
0 500 1,000 Feet

ATIQUE-RAZA ASSISTED LIVING

Case:
REZ2017-000028

REZONING

PROJECT BENCHMARK



EXISTING
20' PUE
V 13871
P 150

DRIP FIELD SEPTIC
AREA/OPEN AREA

EXISTING
10' PUE V 13871 P 150

EXISTING
CASTLEGATE II
RETENTION POND

EXISTING
10' PUE
V 13871
P 150

PROPOSED
DETENTION
POND

EXISTING
PRIVATE
DRAINAGE
EASEMENT
V 13871
P 150

10'
GENERAL
TELEPHONE
CO.
EASEMENT
735/209

DRIVEWAY/ACCESS/PARKING

HOUSING UNIT

HOUSING UNIT

HOUSING UNIT

GREENSPACE

OFFICE

HOUSING UNIT

HOUSING UNIT

HOUSING UNIT

EXISTING
10' PUE V 13871 P 150

EXISTING
30' PUE
V 13871 P 150

NOTES:
1. THERE IS NO FEMA FLOODPLAIN LOCATED
ON THIS PROPERTY PER FEMA FIRM PANEL:
48041C0325E EFFECTIVE DATE:
05/16/2012.
2. ALL BUILDINGS WILL BE 1 STORY AND
HAVE A MAX HEIGHT OF 25' TO THE EAVES.

CASTLEGATE II
COMMON AREA 9

GREENS PRAIRIE ROAD WEST



1.979.260.6963
F.979.260.3564
TX. FIRM # F-1443

3204 EARL RUDDER HWY. S.
COLLEGE STATION, TX 77845
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22 Years
Experience
100+ Projects
100+ Clients
100+ Years
Experience

Prepared For:
Checked By:
Reviewed By:

Revisions

Concept Plan
LOT 14, BLOCK 47, CASTLEGATE II SEC 209



August 23, 2017

Re: Assisted Living Parking Ratio Observations in Texas

To: City of College Station Planning Staff

To Whom It May Concern,

We have observed several Assisted Living (AL) projects in Texas over the past 20 years. These projects are located in Boerne, Plano, Fort Worth, Dallas, Austin, Houston, Longview, San Angelo, Beaumont, Texarkana, Corpus Christi, Lufkin and New Braunfels.

Resident Parking - We have observed that between 5% and 40% of residents in Assisted Living facilities bring cars with them. The lower percentages occur in Type B facilities and in facilities that provide transportation services to their residents for things like grocery shopping, doctors appointments & community outings. The higher percentages generally occur in Type A facilities where residents are more able-bodied and independent.

Visitor Parking - We have observed that in small house style communities there are on average 2 to 3 visitors parking spaces per household. Overflow is provided by spaces available near adjacent houses and in staff areas.

Staff Parking – The number of staff parking space for a facility this size ranges from 20 to 30. The high end number is driven in large part by shift change at day shift. During normal business hours those extra parking spots function as additional visitor parking.

Specifically in the City of College Station, the client observed three Assisted Living facilities that had 22 parking spots for 30 current residents with the capacity for 39, 45 parking spots for 45 residents and, 49 parking spots for 98 residents. We are planning for 64 parking spots for 72 residents.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Grant Warner', followed by the initials 'A.I.A.' in a smaller, more formal script.

Grant Warner, AIA, LEED AP
Principal
D2 Architecture

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM R RURAL TO PDD PLANNED DEVELOPMENT DISTRICT FOR APPROXIMATELY 8 ACRES OF LAND LOCATED AT 3596 GREENS PRAIRIE ROAD WEST; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

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

PASSED, ADOPTED, and APPROVED this 25th day of January, 2018.

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 to read as follows:

The following property is rezoned from R Rural to PDD Planned Development District with a base zoning of WE Wellborn Estate:

Castlegate II Sect 209, Block 47, Lot 14

EXHIBIT “B”**Modifications**

1. Increase the maximum density from 0.5 dwelling units per acre, to 0.86 dwelling units per acre;
2. Provide a parking demand letter to determine allowable parking requirements; and
3. Allow Assisted Living as a permitted use as defined below.

Use - Assisted Living or Residential Care Facility – A building used or designed for the housing of the aged, and/or mentally or physically handicapped persons who are in need of assistance with activities of daily living and/or health care and/or personal care in a homelike setting and duly licensed by the State of Texas for such purpose.

Community Benefits

The following community benefits, additional enhancements or improvements have been identified:

1. A unique development to meet the needs of the growing senior population by providing a residential style assisted living option as opposed to a large nursing home style development with on-site care facilities. We will be designing the buildings in a “hill country style” to maintain the unique character of the Wellborn Community as well as blend in with the surrounding residential homes. These design elements would include heavy timber columns, plaster, porches, pitched roofs, dormer windows, & stone as the main building materials; mimicking the surrounding single-family architectural style.
2. The development will be located in a quiet residential area which is compatible with this residential style assisted living concept.
3. A location convenient to hospitals and medical facilities which lessens the burden on the City’s transportation system.
4. The project will include internal greenspace and garden areas (pocket park) located within the complex for the residents to enjoy.
5. The project will also include internal walkway areas that will meander throughout the garden or pocket park areas for residents to enjoy while being outdoors.
6. We intend to construct a 6-foot high board fence along our 2 property lines that adjoin Turnberry Circle and the single-family to the north.



Legislation Details (With Text)

File #:	18-0072	Version:	1	Name:	Appointment to the Parks and Recreation Board.
Type:	Appointment	Status:		Status:	Agenda Ready
File created:	1/19/2018	In control:		In control:	City Council Regular
On agenda:	1/25/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding an appointment to the City of College Station Parks and Recreation Board.				
Sponsors:	Tanya Smith				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an appointment to the City of College Station Parks and Recreation Board.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: Ann Hays currently serves on the Parks and Recreation Board. Mrs. Hays term expires at the end of January 2018. She is willing to continue her service, if re-appointed.

Budget & Financial Summary: None

Attachments: None